

**CIVILIAN COLLECTIVE AGREEMENT**

**FOR**

**2014**

**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”)**

## TABLE OF CONTENTS

ARTICLE 1	RECOGNITION AND RELATIONSHIP .....	3
ARTICLE 2	MANAGEMENT RIGHTS .....	4
ARTICLE 3	GRIEVANCE PROCEDURE .....	4
ARTICLE 4	ASSOCIATION REPRESENTATION .....	5
ARTICLE 5	SALARIES .....	5
ARTICLE 6	HOURS OF WORK / OVERTIME / CALL-OUT / COURT TIME .....	5
	6.01 REGULAR HOURS OF WORK (8 HOUR SHIFTS).....	5
	6.02 48 HOUR COMPRESSED WORK SCHEDULE .....	6
	6.03 46 HOUR COMPRESSED WORK SCHEDULE .....	8
	6.04 OVERTIME .....	9
	6.05 CALL OUT .....	10
	6.06 COURT TIME .....	10
	6.07 TIME BANK .....	11
	6.08 CANCELLATION OF COURT TIME .....	11
	6.09 COURT TIME FOR RETIREES.....	11
ARTICLE 7	STATUTORY HOLIDAYS .....	11
	7.02 46 & 48 HOUR COMPRESSED WORK SCHEDULE .....	12
ARTICLE 8	VACATION .....	13
ARTICLE 9	HEALTH AND WELFARE BENEFITS .....	15
	9.02 CIVILIAN RETIRED MEMBER'S BENEFITS .....	16
	9.03 CARRIER DETERMINATION .....	16
ARTICLE 10	CLOTHING/CLEANING REIMBURSEMENT .....	16
ARTICLE 11	LEAVES OF ABSENCE .....	17
	11.01 COMPASSIONATE LEAVE .....	17
	11.02 PREGNANCY AND PARENTAL LEAVE .....	17
	11.03 SICK LEAVE .....	18
	11.04 SHORT TERM SICK LEAVE PLAN.....	21
	11.05 OTHER LEAVE .....	
	2121	
	11.06 FAMILY TIME.....	21
ARTICLE 12	PENSIONS .....	21
ARTICLE 13	TRANSPORTATION .....	22
ARTICLE 14	SPECIAL CONSIDERATIONS .....	22
ARTICLE 15	SENIORITY, CLASSIFICATION & RECLASSIFICATION .....	23
ARTICLE 16	DISABILITY PAY .....	24
ARTICLE 17	TRAINING .....	26
ARTICLE 18	JOB POSTING .....	26
ARTICLE 19	JOB REDUNDANCY/LAYOFF AND RECALL .....	26
ARTICLE 20	LEGAL INDEMNIFICATION .....	28
ARTICLE 21	PART TIME EMPLOYEES .....	29
ARTICLE 22	CONTRACTING OUT .....	30
ARTICLE 23	BENEFITS, ACCUMULATED BENEFIT ENTITLEMENTS .....	31
ARTICLE 24	TRANSFER OF TIME TO OTHER MEMBERS .....	31
ARTICLE 25	DURATION .....	31
APPENDIX "A"	- SALARY SCHEDULES.....	32

## **ARTICLE 1 - RECOGNITION AND RELATIONSHIP**

- 1.01** The Board recognizes the Association as the exclusive bargaining agent for all special constables, regular and civilian 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 civilian member or special constable of the Belleville Police Service may become a member of the Police Association.
- 1.03** 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 civilian member because of their membership in or connection with the Association or their eligibility to join therein will not be discouraged.
- 1.04** 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. Throughout this agreement any reference to civilian member shall include special constables.
- 1.05** 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.
- 1.06** The provisions of the **Police Services Act** concerning arbitration shall apply.
- 1.07** 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 civilian 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. The amount of such Association dues shall be deducted from every civilian member whether or not they are a member of the Association providing, however, that not less than 50% of the Police Service is represented by the Association.
- 1.08** "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 wishes 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** Executive members of the said Association shall be granted a combined maximum of three hundred (300) hours per annum to attend to Association business, including meetings and conventions. The said three hundred (300) hours is not cumulative from year to year. For clarification, this is a total of 300 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 four (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** All salaries in the civilian agreement will be based on a percentage (%) of a First Class Constable's base rate as outlined in (Appendix "A") attached to the agreement.
- 5.02** Upon ratification the Board will make a one time payment to the Civilian members up to a total of \$4000.00 as directed by the Belleville Police Association the amounts shall be \$100.00 to each of the 37 full time Civilian members, \$50.00 to the 4 part-time Civilian members that were employed before January 1<sup>st</sup> 2014 and \$25.00 to the 3 part-time members hired after January 1<sup>st</sup> 2014.

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

- 6.01** **REGULAR HOURS OF WORK (8 HOUR SHIFTS)**  
For those members assigned to eight (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 shift, 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.

- (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. 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.
- (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 48 HOUR COMPRESSED WORK SCHEDULE  
(12 HOUR ROTATING SHIFTS) - COMMUNICATIONS**

A change to shift schedules can be implemented in the current Collective Agreement, if agreed upon by mutual consent of the Chief of Police and the Executive of the Association.

- (a) Full time communicators assigned to work the 48 hour compressed work schedule (12 hour day shifts / 12 hour night shifts) will be assigned to the platoons and will work subject to the following terms and conditions.
- (b) The normal hours of work for Communicators assigned to the forty eight (48) hour compressed work schedule shall be two consecutive twelve (12) hour day shifts followed by two consecutive twelve (12) hour night shifts.

(c) A normal day shall include a lunch period(s) totaling 90 minutes (1 ½ 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.

(d) The normal shift shall be as follows:  
Day Shift to commence between 6:00 a.m. and 8:00 a.m.  
Night Shift to commence between 4:00 p.m. and 7:00 p.m.

and as otherwise mutually agreed between the Association and the Chief.

(e) Due to the fact that under the 48 hour Compressed Work Schedule 12/12-hour shift system, a member works an average of 2184 hours per calendar year, a bank of 104 hours of "Accrued Time" is earned over the period of a year. This Accrued Time must be taken off by December 31st of each calendar year. For the purpose of controlling this Accrued Time, the year shall be divided in half (6 months) with 52 hours of Accrued Time to be taken as time off in each half by agreement between the member and his/her supervisor.

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-eight (48) hours (i.e. 40 hours vacation plus 8 hours Accrued Time equates to a full 48 hour block off on vacation).

(f) 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.

(g) 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.

(h) Members working the compressed work schedules shall not be permitted to exchange shifts such that they work a double shift.

- (i) 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.
- (j) The Chief of Police or designate may change shifts of any member at any time in the case of an emergency.

**6.03 46 HOUR COMPRESSED WORK SCHEDULE  
(11/12 HOURS ROTATING SHIFTS) – FRONT DESK CLERKS/DATA  
ENTRY**

A change to shift schedules can be implemented in the current Collective Agreement, if agreed upon by mutual consent of the Chief of Police and the Executive of the Association.

- (a) Those members assigned to work the forty-six (46) hour compressed work schedule (11 hour day shifts / 12 hour night shifts) will be the Front Desk Clerks assigned to the uniform platoons. They will be subject to the following terms and conditions.
- (b) 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 (2) consecutive twelve (12) hour night shifts.
- (c) A normal day shall include a lunch period(s) totaling 90 minutes (1 ½ 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.
- (d) The normal shift shall be as follows:  
Day Shift to commence between 6:00 a.m. and 8:00 a.m.  
Night Shift to commence between 4:00 p.m. and 7:00 p.m.

and as otherwise mutually agreed between the Association and the Chief.

- (e) Due to the fact that under an 11/12 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. This Accrued Time must be taken off by December 31st of each calendar year.

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).

- (f) 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.
- (g) 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.
- (h) Members working a compressed work schedule shall not be permitted to exchange shifts such that they work a double shift.
- (i) 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.
- (j) The Chief of Police or designate may change shift of any member at any time in the case of an emergency.

#### **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**

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 member was called out following his/her tour of duty to complete any matter he/she neglected to complete prior to terminating his/her tour of duty. This time shall be cumulative and may be taken when requested by the member, subject to the approval of the Chief of Police. This overtime may be taken in cash or days off at the option of the member.

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.

## **6.06 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 (1 ½) 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 civilian member so attending Court as in 6.06 (a) 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 civilian member required to return from annual vacation to attend at Court as a result of his/her duties as a member of the Belleville Police Service 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 three hundred and twenty (320) km radius of such Court appearance.

**6.07 TIME BANK**

Effective January 1<sup>st</sup> 2014, a member will be permitted to carry a maximum of fifty (50) 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 fifty (50) 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 (100) hours. After a member's time bank reaches one hundred (100) hours any overtime hours exceeding one hundred (100) hours will automatically be processed for payment.

**6.08 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 twenty-four (24) hours notice. Notification shall include verbal, email, or on a message left at the member's residence on file.

**6.09 COURT TIME FOR RETIREES**

Retired members required to attend Court on behalf of a Police Service for matters arising out of the performance of their duties 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 member making such an appearance.

**ARTICLE 7 - STATUTORY HOLIDAYS**

**7.01** All Civilian members shall be granted thirteen (13) statutory holidays (104 hours). For the purpose of this Article, Statutory Holidays means:

New Year's Day	Good Friday	<b>Unnamed Day</b>
Easter Monday	August Civic Holiday	<b>(Floater Day)</b>
Victoria Day	Canada Day	
Labor Day	Remembrance Day	
Thanksgiving Day	Christmas Day	
Boxing Day	Family Day	

**(a)** A member will not be permitted to carry statutory holiday time over to the next year.

**(b)** Each civilian member shall be granted any other holiday declared as such by the Mayor or Council of the Corporation of the City of Belleville.

- (c) 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 1<sup>st</sup> in the preceding year.
- (d) Members working non rotating shifts shall take the statutory holiday off as it falls unless authorized by the Chief of Police or his/her designate.

**7.02 46 & 48 HOUR COMPRESSED WORK SCHEDULE  
(ROTATING SHIFTS) STATUTORY HOLIDAYS**

A change to shift schedules can be implemented in the current Collective Agreement, if agreed upon by mutual consent of the Chief of Police and the Executive of the Association.

- (a) **FRONT DESK CLERKS/DATA ENTRY** - Civilian members working the 46 Hour Compressed Work Schedule 11/12 (rotating shifts) will receive a total of one hundred and four (104) hours in Statutory Holiday time to be taken off during each calendar year as approved by their supervisor. A member who is assigned to the 46 hour Compressed Work Schedule 11/12 shift (regularly rotating shift), 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) For the purpose of the above, the Unnamed Floater Day will be considered to be the member's birthday.

- (b) **COMMUNICATORS – Civilian members working the 48 Hour Compressed Work Schedule 12/12 (rotating shifts) STATUTORY HOLIDAYS – OPTION**

A member assigned to the forty eight (48) hour compressed work schedule 12/12 (rotating shifts) (i.e.: Communicators/Dispatchers) shall have the option of taking the 104 hours of statutory holiday time as time off, taking the 104 hours of statutory holiday time in pay or, taking it as 52 hours of time off and 52 hours of pay (half and half). A member who is assigned to the 48 hour Compressed Work Schedule 12/12 shift (regularly rotating shift), 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) For the purpose of the above, the Unnamed Floater Day will be considered to be the member's birthday.

Members will be required to notify the Chief of Police by October 1st of each year of their selection for the following year.

Payment, if applicable, will be made on the first pay in December or at the time the member requests during the year.

- (c) Any civilian member who is called in or accepts to work overtime on a statutory holiday shall be compensated as per the applicable overtime/callout provision. He/she will not be eligible for the additional ½ time credit as outlined in 7.02 (a)
- 7.03 All civilian members who work in accordance with Article 6.01(a) shall receive time off on the statutory holiday as it falls.
- 7.04 When any holiday falls on a Saturday or Sunday, the following Monday shall be considered a legal holiday, except in the case where Christmas falls on a Saturday or Sunday, the previous Friday shall be considered as the legal holiday.
- 7.05 Any member who works as per Article 6.01 (a) of this agreement who is required to work on a statutory holiday either due to workload or request, shall be paid at time and one half (1½) as per hour rate.

#### **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, for members assigned to the compressed work schedules 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 civilian 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 <sup>th</sup>	10	80
March 15 <sup>th</sup>	9	72
April 15 <sup>th</sup>	8	64
May 15 <sup>th</sup>	7	56
June 15 <sup>th</sup>	6	48
July 15 <sup>th</sup>	5	40
August 15 <sup>th</sup>	4	32
September 15 <sup>th</sup>	3	24
October 15 <sup>th</sup>	2	16
November 15 <sup>th</sup>	1	8

New members may request during the first year that vacation time be transferred into the accumulated member's 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 civilian member.
- 8.04** After eight (8) years of service, four (4) weeks of vacation shall be allotted each civilian 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 civilian member.
- 8.07** After thirty (30) years of service, seven (7) weeks of vacation shall be allotted each civilian member.
- 8.08** All requests for vacation time off by civilian members will be submitted to his/her supervisor. Vacation time will be granted on the basis of seniority and with the consideration of the needs of the Belleville Police Service. The Chief of Police or his/her designate may approve special requests of a civilian member to take his/her vacation time off in periods other than the full amount of vacation due.
- 8.09** Vacation will be taken within the period ending December 31<sup>st</sup> of each year.

## **ARTICLE 9 - HEALTH AND WELFARE BENEFITS**

### **9.01 HEALTH AND WELFARE BENEFITS**

- (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 Association civilian 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 and Sixty Thousand (\$160,000.00) 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 civilian member, their spouse and/or dependent children. Extended health care plan to provide physiotherapy and psychological service to a maximum of \$750.00.
- (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 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 up to Five Hundred Dollars (\$500.00) vision care every twenty-four (24) months.
- (g) The drug plan will be modified as necessary to require generic substitution for drugs covered in the plan unless otherwise prescribed by a member's physician
- (h) The dispensing fee payable under the drug plan shall be capped at \$11.00 per prescription. Each member shall be given a Drug Swipe Card to present to their pharmacist for the purpose of filling prescriptions.

## **9.02 CIVILIAN RETIRED MEMBER'S BENEFITS**

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 retiring on or after the date of signing of the 2008 collective agreement under the Belleville Police Service OMERS Plan and who are between the age of 55 and 65 providing there is no lapse or withdrawal from the plan in force by the Board.

## **9.03 DETERMINATION**

## **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 REIMBURSEMENT**

When members are absent twenty (20) consecutive working days due to illness, parental/pregnancy/critical care, suspension, or leave of absence, provision shall be suspended and provided on a pro-rated basis until return to work

- 10.01** Members assigned as Special Constable, Property clerk or as Maintenance/Grounds Keepers shall be supplied with uniforms/clothing as required.
- (a)** Building and Fleet Maintenance Staff shall be provided with two (2) pairs of summer work pants and two (2) summer work shirts, two (2) pairs of winter work pants and two (2) long sleeved shirts. The shirts shall include the member's name to properly identify the member to the public. The member shall also be supplied with proper work boots as needed.
- (b)** Members assigned as Special Constables, Property Clerk or as Maintenance/Ground Keepers shall receive a cleaning reimbursement of One Hundred Dollars (\$100.00) per year payable prior to December 1<sup>st</sup> 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: sibling, grandparent, grandchild, parents-in-law, children-in-law, siblings-in-law or any other relative living with the members shall be reimbursed for all time lost up to 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. This provision shall apply regardless of a member's sexual orientation.

Members who are required to absent themselves to attend the funeral of a member of the immediate family defined as: spouse (including same sex or common law spouse), father, mother, child (including child of a common law spouse), shall be reimbursed for all time lost up to 5 days. Additional time with pay may be granted at the discretion of the Chief.

Members who are required to absent themselves to attend the funeral of an aunt, uncle, niece or nephew shall be reimbursed for one day.

- (b) One-half (1/2) day shall be granted a member required to absent himself 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<sup>st</sup>, 1995, 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 her regular hourly rate on her last day worked, prior to the commencement of the leave, times her 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) In the event of retirement or resignation after five (5) years of service, the civilian member shall be entitled to one-half (1/2) the hours standing to his/her credit, however in no event shall the amount of payment be in excess of one-half (1/2) a year's annual earnings of the civilian member as contained in the provisions of the **Municipal Act**, R.S.O, Chapter 284, Section 352, Part 65.

- (b) In the event of death of a civilian member during his/her employ, one-half (1/2) of the amount of the sick leave credits shall be paid to the estate of the said civilian member, but not to exceed the maximum number of accumulated sick leave days as provided by the **Municipal Act**, R.S.O., Chapter 284, Section 352, Part 65.
- (c) Any civilian member after having commenced a tour of duty and becoming sick, shall not have more than one-half (1/2) of that particular shift deducted from sick leave credits. All hours of sick leave from the original date of sickness will be deducted accordingly.
- (d) When a member is required by the Chief of Police to provide a function abilities form, the fee charged by the physician will be reimbursed.

#### **11.04 SHORT TERM SICK LEAVE PLAN**

- (a) Any member hired after the ratification of the 2014 Collective Agreement with the Association will be part of the new Short Term Sick Leave Plan.
- (b) All current members will have their sick leave banks capped and frozen with no further accumulation. The members will enter into the Short Term Sick Leave Plan. If a member wishes to draw from their capped sick leave bank they may draw credit from this bank to top up pay from a 75% rate to 100% rate.
- (c) The Board's Short Term Sick Leave Plan will cover a total of 17 weeks (119 days). The Board will pay the costs of such plan. If a member has not accumulated based upon service the full 85 days at 100% rate, a member will be guaranteed the 17 weeks at 75% pay to meet an LTD entry requirement.
- (d) Four members per year may apply six months in advance to receive, for the purpose of pay out one-half (1/2) of the hours standing to his/her credit, however, in no event shall the payment be in excess of one-half (1/2) a year's annual earnings of the Civilian member as contained in the provisions of the **Municipal Act**, R.S.O. Chapter 284, Section 352, Part 65. Said pay out shall be at the member's salary at that time to be paid in installments over a period of four years commencing January 1<sup>st</sup> in the year following application. Once a pay out has been made, no sick leave bank will be available to that member. Upon retirement, if a member has not received an early pay out of their sick leave bank, the member will be 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 (50%) percent of their salary at that time. The four member limit does not apply to any member who is retiring and would normally be entitled to a sick leave pay out.

- (e) (i) Full entitlement to sick days paid at 100% of regular earnings shall be restored each January 1st for members at work contiguous to January 1<sup>st</sup> and upon the first date of return to work following January 1st for members who are on sick leave.
- (ii) If a member runs out of 100% weeks, there will always be up to seventeen (17) weeks of disability coverage at 75% of earnings, for every unrelated disability due to accident or sickness. A related disability would be considered an unrelated disability if a member returns to work on a full time basis for at least twenty (20) days.
- (iii) For any illness or disability, the combination of 100% and 75% paid days shall always total seventeen (17) weeks of available paid sick leave

Benefits of the Short Term Sick Leave Plan as outlined below would commence on the 1st day of disability due to accident or sickness and would be payable for up to 17 weeks and be seamless if supported by a certificate from a duly recognized medical practitioner, (medical doctor, chiropractor, or dentist) stating that the member was unable to perform his/her duties and indicating the probable duration of illness.

<u>Length of Service</u>	<u>100% of Salary</u>	<u>75% of Salary</u>
less than 1 year	5 working days	80 working days
1 year but less than 2 years	10 working days	75 working days
2 years but less than 3 years	15 working days	70 working days
3 years but less than 4 years	20 working days	65 working days
4 years but less than 5 years	25 working days	60 working days
5 years but less than 6 years	35 working days	50 working days
6 years but less than 7 years	45 working days	40 working days
7 years but less than 8 years	55 working days	30 working days
8 years but less than 9 years	65 working days	20 working days
over 9 years	85 working days	0 working days

(EXCLUDING PAID HOLIDAYS)

- (f) (i) Any absence of one full block or more must be supported by a certificate from a duly recognized medical practitioner, (medical doctor, chiropractor, or dentist) stating that the member was unable to perform his/her duties and indicating the probable duration of illness.
- (ii) Time off for appointments with a doctor, a dentist or for other health related appointments may be booked as sick leave under the Short Term Sick Leave Plan and will be charged to the plan in accumulated amounts, by the hour, up to a half day.
- (iii) The Chief may require an ill or injured member to provide a medical certificate from the member's own physician, chiropractor, dentist, or any other certified medical health professional for legitimate reasons and in

order to reasonably assure him/herself that the member is entitled to sick leave credits. If the Chief requests a medical certificate, the fee charged by the physician, chiropractor, dentist, or any other certified medical health professional will be reimbursed by the Service.

- (iv) If, after a member has no sick leave or time banks available to supplement validated sick leave and they have requested assistance from the Police Association membership then they, or a designate, may apply to the Police Board for assistance to meet the two week waiting period for UIC disability coverage. This assistance to be up to 50% of their remuneration.

#### **11.05 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 not time be available. Members on leave without pay, who wish to continue receiving benefits may pay 100% of the cost or, with the approval of the Chief, have those costs covered by the Board. In no case shall leave be granted in lieu of vacation. Any such leave must be approved by the Chief of Police.

When members are absent twenty (20) consecutive working days due to a granted leave of absence accumulation of vacation time will be suspended and provided on a pro-rated basis and continue until they return to work.

#### **11.06 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 civilian members shall be covered by the Canada Pension Plan and the Ontario Municipal Employees Retirement System with equal contributions by the Board and Association civilian members.

**12.02** The current pension plans now in effect shall remain in effect.

**(a) 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.

**12.03 SURVIVOR'S PENSION**

In the event that a civilian member of the Belleville Police Association is killed while engaged in the course of their duties the same benefits provided to a uniform member under the "killed in the line of duty" will apply. For this article to apply to a civilian member the cause of death must be clearly caused by an overt and deliberate criminal act committed by another person.

**ARTICLE 13 - TRANSPORTATION**

**13.01** 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 is mandatory and has been approved will be granted a travel day.

**ARTICLE 14 - SPECIAL CONSIDERATIONS**

**14.01** Any member required to work in the job posting of a higher level will, after the second day, commence to draw the salary classified for that position. The two (2) consecutive days worked at the lower rate shall apply only once in a given year. All time worked after the said initial two (2) days shall be at the higher rate. On return to the member's regular duties

he/she will revert to his/her original position at the classified salary for that position. Any civilian member required to work in dispatch/communications after 16 hrs worked at a lower rate shall receive the higher rate of pay.

- (a) When a member works in a higher job classification the individual will be compensated at the level of pay for that job being performed that is more than his/her normal pay rate. No member will lose pay as a result of working in a higher paid position.
- (b) In those instances where a member is performing a higher paid position, and that person had previously gone through the salary grids of that higher paid position, the individual will be paid at the grid they had reached in that position. Such will be the case provided no more than five (5) years has passed without performing the job.
- (c) When a member applies for and receives a position that is in a higher pay grid the individual will move into the grid position for that job that is higher than the previous position (salary) held, but will not move directly into the same grid they had reached in their permanent (prior) position.

**14.02** If a civilian member is unable to properly fulfill the duties and function of the position for which he or she were originally hired to do and at the discretion of the Chief of Police could adequately fulfill the duties and function of a lesser position and if such lesser position were vacant, then the civilian member can be placed in the lower classified position at the salary classification for such position. Further should a civilian member voluntarily apply for and accept a lower classified position, then that member shall revert to the lower classification pay scale.

**14.03** If at the discretion of the Chief of Police, a civilian member originally hired to fulfill a certain position cannot adequately fulfill the duties or function of that position and no lesser position is vacant, then such civilian member's service will no longer be required.

**14.04** When a civilian member relieves a position in a lower classification temporarily or in an emergency, such civilian member shall receive his or her normal rate of pay.

## **ARTICLE 15 - SENIORITY, CLASSIFICATION & RECLASSIFICATION**

**15.01** An employee with the Belleville Police Service shall be considered to have seniority rights from date of commencement of employment with the Belleville Police Service, including all continuous part time and full time employment.

- 15.02** All civilian members on being hired will start at probation rate for the position as per Appendix "A" attached hereto. The probationary period for civilian personnel shall be twelve (12) months. At the end of the first twelve (12) months of employment, the Chief of Police will complete an evaluation of civilian personnel and if fulfilling his or her duties satisfactorily, he or she will then be moved into the next salary grid of the level for the position hired. If at any period of evaluation of a civilian member, his or her standard of performance is found to be inadequate; such person's service will no longer be required.
- 15.03** A civilian member required to work in a job classification not covered by this agreement will have such job classification reviewed by the Chief of Police for the purposes of setting a realistic salary and classification position. Upon approval from the Board of these findings, the new civilian member will then proceed in such a position.
- 15.04** An employee whose performance has been considered as satisfactory shall be entitled to increases on his or her anniversary date and thereafter on each succeeding anniversary date until the maximum salary grid is achieved.
- 15.05** Reclassification from one job posting to another job posting shall be as a result of the requirement for such a position in another job posting subject, however, that at no time shall the civilian employee receive a lesser amount of salary, except as specified in Article 15.02.
- 15.06** A civilian member shall be notified in writing at least two (2) weeks in advance of any reclassification or reduction in staff.
- 15.07** Civilian members shall be eligible for reclassification up to the next appropriate salary grid in their respective positions after one (1) year, unless the Chief of Police advises the member concerned, in writing, stating the reason(s) that the member needs a further period of time to decide whether advancement to the next class will be confirmed. If a civilian member is to be deferred, they shall be notified prior to thirty (30) days after his/her anniversary date.
- 15.08** All civilian members will have an annual performance appraisal completed by his or her immediate supervisor on his or her anniversary date.

## **ARTICLE 16 - DISABILITY PAY**

- 16.01** A member, prevented from performing his/her regular assigned duties, on account of an occupational accident, which 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:

- 16.02** 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 Resources/Financial Administrator.
- (a)** In consideration of continued compensation provided by Article 17.01 above, the member will remit any cheque received from the WSIB to the Financial Administrator; and
- (b)** In the event the member's claim to benefits is not accepted, as compensable 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.
- 16.03** 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.
- 16.04** All members affected by Article 17.01 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.
- 16.05** Upon receipt of 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.
- 16.06** 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.
- 16.07** 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.
- 16.08** The Association shall be kept informed, in writing, throughout the processes listed above.

## **ARTICLE 17 - TRAINING**

- 17.01** All civilian members covered by this agreement who are approved by the Chief of Police to attend any approved course of higher learning or training to complement his/her knowledge of which could be of benefit to the Service, may be granted the necessary time off with pay and may have all or part of the fees for registration, tuition, text books, visual aids and incidental expenses paid for by the Service. Such approval shall be at the discretion of the Chief of Police and any reimbursement / payment will only be made upon successful completion of the course.
- 17.02** A member will be paid \$150.00 by December the 15<sup>th</sup> of every year who takes on training responsibility for a new civilian member and/or a new position in addition to their regular duties for a minimum of four shifts and has continued responsibility related to ongoing performance management.

## **ARTICLE 18 - JOB POSTING**

- 18.01** Any staffing changes for civilian personnel will be filled by way of a job posting. A job posting will be in a written form and a notice will be sent electronically and a copy placed on the Association Bulletin Board for a minimum of five (5) working days. During this period applications will be accepted from Association members only. The job posting will indicate the job title, salary grid, minimum acceptable qualifications or attainable skills for the position, hours of work and contact person for current job description. In addition, the posting will indicate any required testing to be associated with the competition, a closing date for application and the competition number. If no association member applies and qualifies for the position based on the minimum qualifications, the same job posting will be opened to outside applications. A sixty (60) day orientation period will be provided to allow for the current employee to become familiar with the new position. At the end of that period, should the employee be unable to perform the requirements of the position and this adversely affects the efficiency of the police service beyond the short term, the employee will be returned to their previous position and rate of pay.

## **ARTICLE 19 - JOB REDUNDANCY/LAYOFF AND RECALL**

- 19.01** Seniority is defined in Article 15.01 and for the purpose of this Article shall be applied in determining the order of layoff and recall of members.
- 19.02** The Board shall maintain an up-to-date list showing the date upon which each member's service commenced. A copy of the seniority list shall be provided upon request of the Association Executive.

- 19.03** Seniority rights shall cease in the following circumstances:
- (a) if a member resigns
  - (b) if a member retires
  - (c) if a member is discharged under the **Police Services Act** and not reinstated
  - (d) if a member is laid off for a period in excess of two (2) years
  - (e) if a member who has been laid off does not report to work within ten (10) working days of recall as provided in Article 20.05.
- 19.04** Where the Board has made a decision to reduce the complement of the Service and such reduction of personnel cannot be accommodated through attrition and where such action is not in contravention of the Police Services Act, the layoff of members shall occur by reverse order of seniority. When a vacancy in the civilian complement of the Service exists, a member on layoff shall be recalled within two (2) years of the date of layoff in order of seniority.
- 19.05** Members laid off due to a reduction in the staff and who fail to return to work within ten (10) working days after notice of return to work has been forwarded by registered mail to the last known address of such member, shall be deemed to have severed their service with the Board and shall forfeit all seniority rights, except in the case of sickness or other just cause. Recall rights for that particular recall and not seniority rights shall be forfeited.
- 19.06** No new members will be hired until those laid off members have been given the opportunity of recall save and except members affected by Article 19.05.
- 19.07** The right of laid off members to paid benefits under this agreement shall continue for a period of three (3) months and the members affected shall have the right to continue coverage by making a 100 percent direct payment for a further twenty-one (21) months.
- 19.08** Should the Service be disbanded or reduced in size as a consequence of an agreement with the Ministry of the Solicitor General to have the Ontario Provincial Police assume policing responsibilities for the municipality, each member of the Service not offered employment with the Ontario Provincial Police or whose employment is terminated as a consequence of an agreement with the Ministry of the Solicitor General to have the Ontario Provincial Police assume policing responsibilities shall be entitled to the following:

Eight (8) weeks' salary for every year of service or part thereof, but in any event, no less than three (3) months' salary;

The full Hospital and Medical Benefit package under the agreement at the date of termination to continue for two (2) years from the date of termination, or until the member is re-employed and in receipt of such benefits from the member's new employment;

An amount of up to \$3,600.00 for education, upgrading or retraining. These funds are for tuition, books and equipment, traveling and living expenses directly related to education, upgrading or retraining within a period of thirty-six (36) months after the date of termination. Once a member has commenced upgrading or retraining the funds will continue to be available for a thirty-six (36) month period.

## **ARTICLE 20 - LEGAL INDEMNIFICATION**

- 20.01** The Board's Legal Indemnification policy is established in accordance with the provisions of Section 31(1)(h) of the **Police Services Act**.
- 20.02** 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 member 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.
- 20.03** 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.

**20.04** 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 member shall consider the best interests of the member, the Belleville Police Service and the Belleville Police Services Board.

## **ARTICLE 21 - PART TIME EMPLOYEES**

- 21.01** Part time employees shall be those employees of the Board regularly scheduled to work less than full time hours. Such employees are considered to be covered by the following clauses in the Civilian Collective Agreement: Articles 1, 2, 3, 5.01, 6.04, 7, 8, 11.02, 12.01, 14.01, 15, 16, and Appendix "A".
- 21.02** Part time employees shall be governed by the terms of the **Employment Standards Act** in respect of statutory holidays.
- 21.03** Part time employees shall receive two (2) weeks vacation per annum with pay in the amount of four percent (4%) of gross annual earnings as reported on the previous year's T-4.
- 21.04** Part time employees may participate in the OMERS Pension Plan subject to the terms and conditions of that plan.
- 21.05** A "temporary part-time member" is any person employed by the Service who works less than 24 hours per week on an occasional basis.
- 21.06** A "permanent part-time member" is any employee of the Service employed to work on a continuous basis for less than 24 hours per week.

- 21.07** When a civilian member is employed to fill a vacancy created by maternity leave, leave of absence or illness, he or she will leave the employment of the Belleville Police Service voluntarily on the return to work of the civilian member so approved for maternity leave, leave of absence or illness and this feature will be a condition of such temporary employment.
- 21.08** In addition, the Board may employ civilian members in consultation with the Association, on a temporary basis not to exceed six (6) months to meet extra-ordinary and unusual work load requirements at the conclusion of which such temporary civilian member will leave the employment of the Belleville Police Service. The six (6) month period may be extended by mutual agreement between the Association and the Chief. The rate of pay for such temporary civilian members shall be the entry level rate of pay for the classification in which the work normally falls (or a rate of pay not to be less than the clerk stenographer entry level rate). Temporary civilian members shall not be employed to fill previously existing, current or newly created full time positions or vacant positions. Two or more part time persons shall not be employed to fill a position that could otherwise be filled by a full time civilian member. Temporary civilian members shall be paid a premium of twelve percent (12%) of their regular hourly rate in lieu of entitlement to benefits (including pension, holiday pay and vacation pay).
- 21.09** The Board shall employ a part-time member under the following conditions:
- (a)** No person shall be employed on a part-time basis to fill a newly created, current, or previously existing full-time position. Two or more part-time members shall not be employed to fill a position that could otherwise be filled by a full-time member.
  - (b)** A part-time member shall be paid at the same hourly rate as a full-time member and shall progress through the full-time member pay grid upon accumulation of 2080 hours total employment for each level.
- 21.10** A temporary full-time member is any person employed by the Service who works full-time to fill a vacancy created by a temporary absence of a full-time member not exceeding six month, unless mutually agreed upon by the Association and Chief of Police.

## **ARTICLE 22 - 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 23 - BENEFITS, ACCUMULATED BENEFIT ENTITLEMENTS**

In the event of the death of a member, all entitlements to the member's 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 24 - TRANSFER OF TIME TO OTHER MEMBERS**

- 24.01** 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.
- 24.02** 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).
- 24.03** 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)

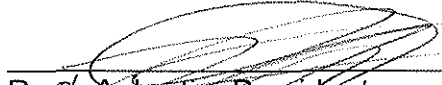
**ARTICLE 25 - DURATION**

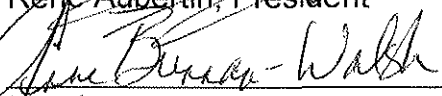
- 25.01** This agreement shall become effective from the date of signing and will be effective January 1<sup>st</sup>, 2014 and this agreement will expire on December 31<sup>st</sup>, 2014 but will remain in force until replaced by another agreement.


Dated at Belleville this 1st day of September, 2014.

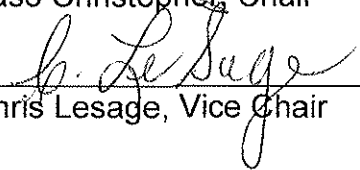
**FOR THE ASSOCIATION**

**FOR THE BOARD**

  
 \_\_\_\_\_  
 Rene Aubertin, President

  
 \_\_\_\_\_  
 Member

  
 \_\_\_\_\_  
 Taso Christopher, Chair

  
 \_\_\_\_\_  
 Chris Lesage, Vice Chair

## APPENDIX "A" - SALARY SCHEDULES

Salaries of all classifications in the CIVILIAN AGREEMENT are adjusted in accordance with established percentage of the First Class Constable's base rate.

Job Classification	Percent	Percent	Percent	Percent	Percent
<b>Call-Taker Dispatcher/Communications</b>	<b>69.3%</b>	<b>72.3%</b>	<b>75.3%</b>	<b>78.3%</b>	<b>81.6%</b>
Jan. 01, 2014	\$61,087	\$63,731	\$66,375	\$69,020	\$71,929
July 01, 2014	\$62,003	\$64,687	\$67,371	\$70,055	\$73,008
<b>Information Systems Technician</b>	<b>62.4%</b>	<b>65.4%</b>	<b>68.4%</b>	<b>71.4%</b>	<b>74.7%</b>
Jan. 01, 2014	\$55,004	\$57,649	\$60,293	\$62,938	\$65,847
July 01, 2014	\$55,829	\$58,513	\$61,197	\$63,882	\$66,834
<b>Maintenance Support Coordinator</b>	<b>59 ½%</b>	<b>62 ½%</b>	<b>65 ½%</b>	<b>68 ½%</b>	<b>71.8%</b>
Jan. 01, 2014	\$52,448	\$55,093	\$57,737	\$60,381	\$63,290
July 01, 2014	\$53,235	\$55,919	\$58,603	\$61,287	\$64,239
<b>Clerk Drug/Intelligence</b>	<b>59 ½%</b>	<b>62 ½%</b>	<b>65 ½%</b>	<b>68 ½%</b>	<b>71.8%</b>
Jan. 01, 2014	\$52,448	\$55,093	\$57,737	\$60,381	\$63,290
July 01, 2014	\$53,235	\$55,919	\$58,603	\$61,287	\$64,239
<b>Divisional Secretary – CIB</b>	<b>59 ½%</b>	<b>62 ½%</b>	<b>65 ½%</b>	<b>68 ½%</b>	<b>71.8%</b>
Jan. 01, 2014	\$52,448	\$55,093	\$57,737	\$60,381	\$63,290
July 01, 2014	\$53,235	\$55,919	\$58,603	\$61,287	\$64,239
<b>Fingerprint Tech</b>	<b>59 ½%</b>	<b>62 ½%</b>	<b>65 ½%</b>	<b>68 ½%</b>	<b>71.8%</b>
Jan. 01, 2014	\$52,448	\$55,093	\$57,737	\$60,381	\$63,290
July 01, 2014	\$53,235	\$55,919	\$58,603	\$61,287	\$64,239
<b>Special Constable</b>	<b>51%</b>	<b>57%</b>	<b>60%</b>	<b>64%</b>	<b>69.3%</b>
Jan. 01, 2014	\$44,955	\$50,244	\$52,889	\$56,415	\$61,087
July 01, 2014	\$45,630	\$50,998	\$53,682	\$57,261	\$62,003
<b>Clerk FOI</b>	<b>54 ½%</b>	<b>57 ½%</b>	<b>60 ½%</b>	<b>63 ½%</b>	<b>66.8%</b>
Jan. 01, 2014	\$48,041	\$50,685	\$53,330	\$55,974	\$58,883
July 01, 2014	\$48,761	\$51,445	\$54,129	\$56,813	\$59,766
<b>Clerk Court</b>	<b>49 ½%</b>	<b>52 ½%</b>	<b>55 ½%</b>	<b>58 ½%</b>	<b>61.8%</b>
Jan. 01, 2014	\$43,633	\$46,278	\$48,922	\$51,567	\$54,475
July 01, 2014	\$44,288	\$46,972	\$49,656	\$52,340	\$55,292
<b>Property Clerk</b>	<b>49 ½%</b>	<b>52 ½%</b>	<b>55 ½%</b>	<b>58 ½%</b>	<b>61.8%</b>
Jan. 01, 2014	\$43,633	\$46,278	\$48,922	\$51,567	\$54,475
July 01, 2014	\$44,288	\$46,972	\$49,656	\$52,340	\$55,292
<b>Front Desk/Data Entry Clerk</b>	<b>49 ½%</b>	<b>52 ½%</b>	<b>55 ½%</b>	<b>58 ½%</b>	<b>61.8%</b>
Jan. 01, 2014	\$43,633	\$46,278	\$48,922	\$51,567	\$54,475
July 01, 2014	\$44,288	\$46,972	\$49,656	\$52,340	\$55,292

<b>Divisional Secretary – Uniform</b>	<b>49 ½%</b>	<b>52 ½%</b>	<b>55 ½%</b>	<b>58 ½%</b>	<b>61.8%</b>
Jan. 01, 2014	\$43,633	\$46,278	\$48,922	\$51,567	\$54,475
July 01, 2014	\$44,288	\$46,972	\$49,656	\$52,340	\$55,292
<b>Finance Clerk</b>	<b>49 ½%</b>	<b>52 ½%</b>	<b>55 ½%</b>	<b>58 ½%</b>	<b>61.8%</b>
Jan. 01, 2014	\$43,633	\$46,278	\$48,922	\$51,567	\$54,475
July 01, 2014	\$44,288	\$46,972	\$49,656	\$52,340	\$55,292
<b>CPIC Clerk</b>	<b>49 ½%</b>	<b>52 ½%</b>	<b>55 ½%</b>	<b>58 ½%</b>	<b>61.8%</b>
Jan. 01, 2014	\$43,633	\$46,278	\$48,922	\$51,567	\$54,475
July 01, 2014	\$44,288	\$46,972	\$49,656	\$52,340	\$55,292
<b>Reception Clerk</b>	<b>49 ½%</b>	<b>52 ½%</b>	<b>55 ½%</b>	<b>58 ½%</b>	<b>61.8%</b>
Jan. 01, 2014	\$43,633	\$46,278	\$48,922	\$51,567	\$54,475
July 01, 2014	\$44,288	\$46,972	\$49,656	\$52,340	\$55,292
<b>Custodian/Repair Generalist</b>	<b>44%</b>	<b>47%</b>	<b>50%</b>	<b>53%</b>	<b>56.3%</b>
Jan. 01, 2014	\$38,785	\$41,430	\$44,074	\$46,718	\$49,627
July 01, 2014	\$39,367	\$42,051	\$44,735	\$47,419	\$50,372