

CIVILIAN COLLECTIVE AGREEMENT

FOR

2023 - 2025

B E T W E E N

**THE BELLEVILLE POLICE SERVICEBOARD
(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 special constables, 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 or special constable 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 civilian member's personnel file shall be brought to the civilian member's attention promptly. Every civilian 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 Community Safety and Policing Act, 2019 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 a civilian member of the Police Service for just cause.
- 2.02 The Board agrees to exercise its function in accordance with the provisions of the Community Safety and Policing Act, 2019 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 **Community Safety and Policing Act, 2019** (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 the Act shall be as hereinafter set out. Should any difference arise between the Board and any civilian 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 civilian member shall first present his/her complaint orally to the most senior ranking Officer on duty who oversees the civilian 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 civilian 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 civilian 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 civilian member bringing forward the grievance and the Belleville Police Association will be advised of the delay.

ARTICLE 4 - ASSOCIATION REPRESENTATION

4.01

- (a)** Effective January 1, 2024, executive members of the said Association shall be granted a combined maximum of four hundred (400) hours per annum to attend to Association business, including meetings and conventions. The said four hundred (400) hours is not cumulative from year to year. For clarification, this is a total of 400 hours combined for both the Uniform and Civilian Collective Agreements.
- (b)** Civilian members of the Association Executive shall be granted a combined maximum of 50 hours total to attend the annual POA Labour Conference annually with no loss of the time from the civilian member's or the Association's time bank.
- (c)** Nothing in Section 4.01(b) prevents the Association from using hours from 4.01(a) to send more civilian members to the Labour Conference.

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 arbitration. (why do we mention uniform members in this clause?)

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. What should this clause say? Is this where we identify making %s consistent between job bands? Where do put pay equity statement? And where do we modify names – not reflective of activities?

5.02 As of January 1, 2022, all civilian members who have completed five years of active service as of November 30th each year, shall be entitled to the following experience pay:

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(i)	after 5 years of continuous active service	\$ 150.00
(ii)	after 10 years of continuous active service	\$ 275.00
(iii)	after 15 years of continuous active service	\$ 400.00
(iv)	after 20 years of continuous active service	\$ 615.00
(v)	after 25 years of continuous active service	\$ 790.00
(vi)	after 30 years of continuous active service	\$ 975.00
(vii)	after 35 years of continuous active service	\$1,400.00

Effective January 1, 2025, all civilian members who have completed five years of service as of November 30th each year, shall be entitled to the following experience pay:

(i)	after 5 years of continuous active service	\$ 150.00
(ii)	after 10 years of continuous active service	\$ 300.00
(iii)	after 15 years of continuous active service	\$ 500.00
(iv)	after 20 years of continuous active service	\$ 700.00
(v)	after 25 years of continuous active service	\$ 1,000.00
(vi)	after 30 years of continuous active service	\$ 1,200.00
(vii)	after 35 years of continuous active service	\$ 1,500.00

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

6.01 REGULAR HOURS OF WORK (8 HOUR SHIFTS)

For those civilian 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 civilian 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 civilian 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~~ or unless agreed to by the Civilian ~~MEMBER(S) AFFECTED AND THE CHIEF OF POLICE OR HIS/HER DESIGNATE~~ 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 civilian member at any time in the case of an emergency.
- (f) Civilian members may voluntarily exchange shifts or days off civilian member for civilian 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 Chief or his/her designate and approval does not include overtime pay for the civilian member's normal hours of work.
- (g) For those civilian 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 civilian 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.

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- (e) Due to the fact that under the 48-hour Compressed Work Schedule 12/12-hour shift system, a civilian 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 civilian 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 civilian 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) Civilian may voluntarily exchange shifts or days off civilian member for civilian 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 Chief or his/her designate and approval does not include overtime pay for the civilian member’s normal hours of work. The civilian member shall be responsible towards each other for repayment of the hours worked, and where a civilian member reports sick, the civilian member reporting sick shall be responsible to find a substitute. As an option the civilian 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) Civilian 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. ~~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 civilian 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 civilian 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 civilian 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 civilian 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 civilian 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 civilian 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) Civilian members may voluntarily exchange shifts or days off civilian member for civilian 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. (this looks to me like you can work two 12

hour shifts back to back?)The reciprocal arrangement shall be approved by the Chief or his/her designate, and approval does not include overtime pay for the civilian member's normal hours of work. The civilian members shall be responsible towards each other for repayment of the hours worked, and where a member reports sick, the civilian member reporting sick shall be responsible to find a substitute. As an option the civilian 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) Civilian 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. ~~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 civilian member at any time in the case of an emergency.

6.04 OVERTIME

- (a) Any civilian 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 civilian 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 civilian 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) 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 civilian 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 civilian 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.

- (b) Effective February 13, 2024, in the event of a call out, a civilian 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 (1 ½) for time beyond the first hour required for this special call out.

A call out means when a civilian member is called in to work with less than 24 hours' notice. A civilian 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.

- (c) **STAND BY**

Effective February 13, 2024, any civilian 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.

6.06 COURT TIME

- (a) A civilian member required to make a Court appearance while off duty as a result of his/her duties as a civilian 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 civilian 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 civilian 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 civilian 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.
- (d) This clause applies to civilian members required to attend court between two scheduled night shifts. To ensure the welfare of the civilian member, he/she shall be entitled to take eight (8) consecutive rest hours prior to

commencing his/her second consecutive worked night shift. Such rest hours shall not result in the deduction or forfeiture of any credits to the employee. A civilian member, once finished court duties, shall immediately contact the OIC on duty to verify when the civilian member will be available to start their night shift.

6.07 TIME BANK

Effective January 1st 2014, a civilian 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 civilian 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 civilian 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 civilian member shall be paid the minimum Court appearance allowed for Court if the civilian 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 civilian member's residence on file.

6.09 COURT TIME FOR RETIREES and RESIGNEES

Retired or resigned civilian 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 civilian member retired at for the hours actually in Court. There will be a minimum of 3 hours payment for any civilian retired or resigned 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 | Unnamed Day |
| Easter Monday | August Civic Holiday | (Floater Day) |
| Victoria Day | Canada Day | |
| Labor Day | Remembrance Day | |
| Thanksgiving Day | Christmas Day | |
| Boxing Day | Family Day | |

- (a) A civilian member will not be permitted to carry Statutory Holiday time over to the next year.
- (b) Effective February 13, 2024, each civilian member shall be granted any such holiday proclaimed as such by the Government of Province of Ontario and the Corporation of the City of Belleville.
- (c) Effective 2010, civilian members will have the option of taking up to a maximum of 16 hours of their Statutory Holidays in cash. Civilian members will notify the Chief of Police or his/her designate of this option no later than October 1st in the preceding year.
- (d) **Civilian** 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 civilian 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 civilian member will complete the applicable form, authorized by his/her supervisor and submit to Human Resources. This time will be added to the civilian 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 civilian member's birthday.

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

A civilian 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 civilian 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 civilian member will complete the applicable form, authorized by his/her supervisor and submit to Human Resources. This time will be added to the civilian 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 civilian member's birthday.

Civilian 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 civilian 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 civilian 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.

For the purpose of this Section, the Statutory Holiday shall reflect the twenty-four (24) hour period from 12:01 a.m. to 11:59 p.m. the day of the holiday.

ARTICLE 8 - VACATION

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

(a) For the purpose of Court time only, for civilian members assigned to the compressed work schedules only, vacation (signed annual leave) will be deemed to include the four (4) days off immediately prior to the first vacation hours being deducted and the four (4) days immediately following vacation hours being deducted for those working the compressed work schedules.

8.02 After one year of service, two (2) weeks of 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 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 civilian members accumulated vacation time remains in the civilian 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 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 civilian 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 Civilian members who take a new disability leave, or have a recurrence of a previous disability leave, and are in receipt of WSIB and/or LTD benefits after the date of this Agreement shall cease to accumulate vacation to the extent the leave period exceeds six months.

Civilian members who are already absent on disability leave in receipt of WSIB and/or LTD benefits as of the date of this Agreement shall maintain their current accumulated vacation, and continue to accumulate vacation for six additional continuous months, at which point all vacation accumulation shall cease for those civilian members.

- 8.09** 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.
- 8.10** Vacation will be taken within the period ending December 31st 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 civilian member's salary to a maximum of One Hundred and Sixty Thousand (\$160,000.00) Dollars for each civilian 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, psychological, psychotherapist and social worker service to a maximum of \$3000.00.
- (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 civilian member, their spouse and/or dependent children. Effective February 13, 2024, the Board will pay 100 percent of the premiums for orthodontics for a civilian member, their spouse and/or dependent children (18 years and under and 25 years and under if a student), subject to a Five Thousand Dollar (\$5,000.00) lifetime maximum, 50/50 co-insurance.
- (e)** The Board shall assume responsibility for and administer the insured long-term disability ("LTD") plan, and shall commence paying 60% of the costs of the LTD benefits. The parties advise that the current contract with SunLife expires in November 2022, and subject to the agreement of the Association, which shall not be unreasonably withheld, the Employer can

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change carriers so long as it ensures that any LTD plan is at least equivalent to the current plan.

- (f) Effective February 13, 2024, the Board agrees to pay Crowns and Bridges for civilian members, their spouse and/or dependent children on a 50/50 co-insurance; repairs up to \$2,500.00 per year. (Total replacement every five (5) years to a maximum of \$2,500.00.)
- (g) The Board will pay 100 percent of the premiums for up to Five Hundred Dollars (\$500.00) vision care every twenty-four (24) months.
- (h) The drug plan will be modified as necessary to require generic substitution for drugs covered in the plan unless otherwise prescribed by a civilian member's physician
- (i) Effective October 1, 2014 the dispensing fee payable under the drug plan shall be capped at \$11.00 per prescription. Each civilian 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

- (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 civilian 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.
- (b) Effective February 13, 2024, after age 65, the retired civilian member shall be eligible for a Health Care Spending Account (the "Account") in the amount of \$3,000.00 per year (which cannot be carried over from one year to the next). The Account shall be available to reimburse the retired civilian member for medical and dental expenses, which are deemed as allowable deductible medical and dental expenses by Revenue Canada. The retired civilian member may claim eligible medical or dental expenses of his/her spouse/dependents against his/her Account. The retired civilian member must submit original receipts in order to receive reimbursement from the Account. The Account shall be available to the retired civilian member for the 10 years immediately following the retired civilian member's 65th birthday.

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 REIMBURSEMENT

When civilian 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 Civilian members assigned as Special Constable, Property Clerk or as Maintenance Support Co-Ordinator and Custodian/Repair Generalist shall be supplied with uniforms/clothing as required.

(a) Maintenance Support Co-Ordinator and Custodian/Repair Generalist 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 civilian member's name to properly identify the civilian member to the public. The civilian member shall also be supplied with proper work boots as needed. Other items will be provided to ensure compliance with health and safety requirements.

(b) Civilian members assigned as Special Constables, Property Clerk or as Maintenance Support Co-Ordinator and Custodian/Repair Generalist shall receive a cleaning reimbursement of One Hundred Dollars (\$100.00) per year payable prior to December 1st of each year.

10.02 Civilian 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) **(a)** A civilian member shall be allowed five consecutive days off without loss of pay upon the notification of the death of a relative defined as spouse, common law spouse, parent, child, brother, sister, or grandchild and three consecutive calendar days off for a relative defined as grandparent, parent-in-law, grandparent-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law or a person standing in Loco Parentis. One calendar day off for a relative defined as aunt, uncle, aunt-in-law, uncle-in-law, niece or nephew.

(b)

- (b) The Chief of Police or designate at their discretion may extend the time provided.
- (c) When a death occurs as prescribed in (a). and the civilian member is on annual leave, statutory leave, banked time, booked time off through overtime, the civilian member shall have the time they would normally have been scheduled for regular duty during the bereavement period returned to their respective time banks and be booked off on bereavement/compassionate leave. If a death occurs while the civilian member is on leave, the Service will be notified as soon as practicable.
- (d) In the event that internment is delayed, a civilian member may make application for approval of one additional day of paid leave to allow for the civilian members attendance at the ceremony provided it occurs within nine months of the initial bereavement/compassionate leave. Such a request will be (MUST BE?) approved by the Chief of Police or their designate. The Service will be notified as soon as practicable of the intention to request this leave of absence.
- (e) A civilian member may also receive a one day leave of absence without pay to attend the funeral of a person not defined in (a). and upon application in writing and subject to the discretion of the Chief of Police or their designate.
- (f) One-half (1/2) day shall be granted a civilian 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 or designate.

11.02 PREGNANCY AND PARENTAL LEAVE

Pregnancy and Parental Leave shall be granted in accordance with the **Employment Standards Act**. Until December 31st, 1995, and until such time as the contract is renewed thereafter, civilian 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 civilian member.

Where such an extension is granted, the civilian 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 civilian member.

Commencing 2010, a civilian 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 one (1) week Employment Insurance waiting period, and receipt by the Board of the civilian member's Employment Insurance cheque stub, as proof that she is in receipt of Employment Insurance Pregnancy Benefits, and shall continue while the civilian member is in receipt of such benefits to a maximum period of sixteen (16) weeks. The civilian 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 civilian member does not have any vested right except to receive payments for the covered pregnancy leave.

A civilian 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 civilian member's regularly weekly earnings and the sum of the civilian member's weekly Employment Insurance Benefits and any other earnings. Such payments shall commence following completion of the one (1) Employment Insurance waiting period, and receipt by the Board of the civilian member's Employment Insurance cheque stub as proof that the civilian member is in receipt of Employment Insurance Parental Benefits, and shall continue while the civilian member is in receipt of such benefits for a maximum period of ten (10) weeks. The civilian member's regular weekly earnings shall be determined by multiplying the civilian member's regular hourly rate on the civilian member's last day worked prior to the commencement of the leave times the civilian member's normal weekly hours.

The civilian 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 one (1) weeks for both pregnancy and parental leave permissible, the Board agrees to pay ninety percent (90%) of a civilian member's regular salary during such waiting period.

11.03 SICK LEAVE

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- (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 civilian 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 SHORT TERM SICK LEAVE PLAN

- (a) Any civilian 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 civilian members will have their sick leave banks capped and frozen with no further accumulation. The civilian members will enter into the Short Term Sick Leave Plan. If a civilian 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. Paige can you update this the way you want it to read?**
- (d) Four civilian 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 civilian member’s salary at that time to be paid in installments over a period of four years commencing January 1st in the year following application. Once a pay out has been made, no sick leave bank will be available to that civilian member. Upon retirement, if a civilian member has not received an early pay out of their sick leave bank, the civilian 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 civilian 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 civilian members at work contiguous to January 1st and upon the first date of return to work following January 1st for civilian members who are on sick leave.
- (ii) If a civilian 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 civilian 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 civilian 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)

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- (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 civilian 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 civilian 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 civilian 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 civilian 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

Civilian members may apply for leave for legitimate personal reasons. Such leave shall be with pay, provided the civilian member has time available from his/her time bank or without pay should not time be available. Civilian 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.

A civilian member may apply for a leave of absence without pay for a period not to exceed one (1) year. It is understood that such Leaves of Absence must not be for the purposes of starting a business or the commencement of alternate employment. (DID YOU WANT THIS ADDED TO THE CIVILIAN AGREEMENT PAIGE?)

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

11.06 FAMILY TIME

- (a) (a) Family time is defined as “a period of hours off duty to address demands placed on an employee as defined in paragraph (c).
- (b) The service will allow a total of 24 hours annually per civilian member if required and approved by the Chief and or his/her designate to address family time.
- (c) Subject to paragraph 11.06 (a). the Employer shall grant leave with pay under the following circumstances:
- i. To take a dependent family member for medical or dental appointments, or for appointments with school authorities or adoption agencies, if the supervisor was notified of the appointment as far in advance as possible;
 - ii. To provide for the immediate and temporary care of a sick member of the civilian member’s family and to provide an employee with time to make alternate care arrangements where the illness is of a longer duration;
 - iii. To provide for the immediate and temporary care of a elderly member of the employee’s family;
 - iv. For needs directly related to the birth or adoption of the employee’s child;
 - v. To provide for the employee’s child in the case of an unforeseeable closure of the school or daycare facility.
- (d) A civilian member, after initially submitting a request for time off as a ROT, may apply in writing to the Chief of Police or his/her designate within ten (10) days, clearly outlining the circumstances of the request.

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 civilian member 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 Civilian 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 civilian member is required to use his/her own vehicle.

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

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

(c) A civilian 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 civilian 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 civilian 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 civilian 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 civilian 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 civilian member will lose pay as a result of working in a higher paid position.
- (b) In those instances where a civilian 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 civilian 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 A civilian member 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 members shall be twelve (12) months. At the end of the first

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twelve (12) months of employment, the Chief of Police will complete an evaluation of civilian members 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** A A civilian member 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 or his/her designate advises the civilian member concerned, in writing, stating the reason(s) that the civilian 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** Where an employee is absent from duty as a result of personal illness or injury arising out of and in the course of his/her duties within the meaning of the WSIB, the Board will make up the difference between WSIB compensation and the regular net pay provided the civilian member remains totally disabled from reporting to work with the Service. The Board shall cover all costs associated with the accounting required to identify the necessary top up. The top up, will not under any circumstances result in a civilian member receiving an amount greater than their regular net pay in

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any pay period. For greater certainty, no member shall be better or worse off than any member at the same rank, who continues on active duty with the Belleville Police Service. The Board will not alter its existing pay arrangements in respect of members who were already in receipt of WSIB benefits prior to January 1, 2022. (Paige, I didn't go further with this regarding the top up – should I also add that language?)

- (a) The civilian 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/Finance Administrator.
- (b) Civilian members in receipt of WSIB benefits must apply for an OMERS disability waiver in accordance with their earliest eligibility date for such waiver.
- (c) In the event the civilian member's claim to benefits is not accepted as a compensable injury by the Workplaces 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 16.01.

16.02 A civilian member, so injured in accordance with Article 16.01, 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.

16.03 All civilian members affected by Article 16.01 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.

16.04 Upon receipt of medical certificate that the injured civilian member can return to regular assigned duties, the Deputy Chief will endeavor to return the civilian member to the pre-injury position held by the member, unless an accommodation plan dictates otherwise.

16.05 Any civilian 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 civilian member's return to work.

16.06 The civilian 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.

16.07 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 civilian member will be paid \$150.00 by December the 15th 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 members 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 civilian member to become familiar with the new position. At the end of that period, should the civilian member be unable to perform the requirements of the position and this adversely affects the efficiency of the police service beyond the short term, the civilian member 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 civilian members.

- 19.02** The Board shall maintain an up-to-date list showing the date upon which each civilian 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 civilian member resigns
 - (b) if a civilian member retires
 - (c) if a civilian member is discharged under the **Police Services Act** and not reinstated
 - (d) if a civilian member is laid off for a period in excess of two (2) years
 - (e) if a civilian 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 civilian members shall occur by reverse order of seniority. When a vacancy in the civilian complement of the Service exists, a civilian member on layoff shall be recalled within two (2) years of the date of layoff in order of seniority.
- 19.05** Civilian 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 civilian 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 civilian members will be hired until those laid off civilian members have been given the opportunity of recall save and except civilian members affected by Article 19.05.
- 19.07** The right of laid off civilian members to paid benefits under this Agreement shall continue for a period of three (3) months and the civilian 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 civilian member of the Service not offered employment or not willing/able

to relocate for 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 civilian member is re-employed and in receipt of such benefits from the civilian 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 civilian 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 shall indemnify a civilian member for reasonable legal costs incurred:

(a) In the defense of a civil action, if the civilian member is not found to be liable;

(b) Effective February 13, 2024, in the defense of a criminal prosecution, if the civilian member is found not guilty, criminal charges are dismissed or withdrawn, or a stay of proceedings is entered;

(c) In respect of any other proceedings in which the civilian member's manner of execution of the duties of his or her employment was an issue, if the civilian member is found to have acted in good faith;

(d) There shall be a presumption that acts or omissions of the subject civilian 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 civilian members shall be based upon the following principles:

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

20.04 Where a civilian member requires immediate legal assistance for a SIU or criminal investigation, a civilian 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 civilian 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 civilian member shall consider the best interests of the civilian member, the Belleville Police Service and the Belleville Police Services Board.

ARTICLE 21 - PART TIME EMPLOYEES

21.01 Part time civilian members shall be those employees of the Board regularly scheduled to work less than full time hours. Such civilian members 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, 13, 14.01, 15, 16, 20, 21, 25 and Appendix "A".

21.02 Part time civilian members shall be governed by the terms of the **Employment Standards Act** in respect of Statutory Holidays.

21.03

- (a) Part time civilian members shall receive two (2) weeks vacation **and three (3) weeks after 5 years of service** per annum with pay in the amount of four percent (4%) **and 6% respectively** of gross annual earnings as reported on the previous year's T-4.
- (b) Effective February 13, 2024, part-time civilian members who elect not to participate in the OMERS Plan shall receive twelve percent (12%) of their regular hourly rate in lieu of entitlement to benefits.
- (c) Effective February 13, 2024, part-time civilian members who elect to participate in the OMERS Plan shall receive eight percent (8%) of their regular hourly rate in lieu of entitlement to benefits.

21.04 Part time civilian members may participate in the OMERS Pension Plan subject to the terms and conditions of that plan.

21.05 A "temporary part-time civilian 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 civilian 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: (is this referring to our EA?)

(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. (I didn't change anything here as I believe it's referring to board employee (s).)

(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.

ARTICLE 22 - CONTRACTING OUT

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

ARTICLE 23 - BENEFITS, ACCUMULATED BENEFIT ENTITLEMENTS

In the event of the death of a civilian member, all entitlements to the civilian member's credit under this Collective Agreement that would be owed to the civilian member had he/she retired or terminated employment at the time of their death will be paid to the estate of the civilian member by the Board.

ARTICLE 24 - TRANSFER OF TIME TO OTHER MEMBERS

24.01 Civilian 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 Civilian 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 January 1st, 2026 and shall remain in force until December 31st, 2025, and thereafter until replaced by another Agreement.

2023 – 2025 CIVILIAN COLLECTIVE AGREEMENT

Dated at Belleville this 10th day of June, 2024.

FOR THE ASSOCIATION

FOR THE BOARD

Adam Donaldson, President

Heather Smith, Chair

Anne Brennan-Walsh, Vice President

Barb Enright Miller, Vice Chair

2023 – 2025 CIVILIAN COLLECTIVE AGREEMENT

APPENDIX “A” – SALARY SCHEDULES

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

JOB CLASSIFICATION					
Digital Crime Forensic Examiner					
(percentage of 1st Class Cst)	102.0%	105.0%	107.0%	109.0%	112.0%
Jan. 1, 2023	111,639	114,923	117,112	119,301	122,584
Jan. 1, 2024	114,988	118,370	120,624	122,879	126,261
Jan. 1, 2025	118,150	121,625	123,941	126,258	129,733
Information Systems Technician					
(percentage of 1st Class Cst)	72.6%	75.6%	78.6%	81.6%	84.9%
Jan. 1, 2023	79,461	82,744	86,028	89,311	92,923
Jan. 1, 2024	81,844	85,226	88,608	91,990	95,710
Jan. 1, 2025	84,095	87,570	91,045	94,520	98,342
Call Taker/Dispatcher					
(percentage of 1st Class Cst)	69.3%	72.3%	75.3%	78.3%	81.6%
Jan. 1, 2023	75,849	79,132	82,416	85,699	89,311
Jan. 1, 2024	78,124	81,506	84,888	88,270	91,990
Jan. 1, 2025	80,272	83,747	87,222	90,697	94,520
Maintenance Co-ordinator, Drugs/Intelligence Clerk, Divisional Secretary/CID, HR Generalist, Crime Analyst, CRC/Procedure Clerk					
(percentage of 1st Class Cst)	59.5%	62.5%	65.5%	68.5%	71.8%
Jan. 1, 2023	65,123	68,406	71,690	74,973	78,585
Jan. 1, 2024	67,076	70,458	73,840	77,222	80,942
Jan. 1, 2025	68,921	72,396	75,871	79,346	83,168
Fingerprint Technician (Special Constable)					
(percentage of 1st Class Cst)	59.5%	62.5%	65.5%	68.5%	71.8%
Jan. 1, 2023	65,123	68,406	71,690	74,973	78,585
(positional adjustment)	63.5%	66.5%	69.5%	72.5%	75.8%
Jan. 1, 2024	71,585	74,967	78,349	81,731	85,452
Jan. 1, 2025	73,554	77,029	80,504	83,979	87,801
Special Constables					
(percentage of 1st Class Cst)	51.0%	57.0%	60.0%	64.0%	69.3%
Jan. 1, 2023	55,820	62,387	65,670	70,048	75,849
(positional adjustment)	55.0%	61.0%	64.0%	68.0%	73.3%
Jan. 1, 2024	62,003	68,767	72,149	76,658	82,633
Jan. 1, 2025	63,708	70,658	74,133	78,766	84,906
FOI Co-ordinator, Finance Clerk, Court Clerk, CPIC Clerk, Digital Evidence & Redaction Clerk					
(percentage of 1st Class Cst)	54.5%	57.5%	60.5%	63.5%	66.8%
Jan. 1, 2023	59,650	62,934	66,217	69,501	73,113
Jan. 1, 2024	61,439	64,821	68,203	71,585	75,306
Jan. 1, 2025	63,129	66,604	70,079	73,554	77,376
Property Clerk, Data Entry Clerk (Reception Clerk & Uniform Div Sec. no longer in use)					
(percentage of 1st Class Cst)	49.5%	52.5%	55.5%	58.5%	61.8%
Jan. 1, 2023	54,178	57,461	60,745	64,028	67,640
Jan. 1, 2024	55,803	59,185	62,567	65,949	69,669
Jan. 1, 2025	57,337	60,812	64,287	67,762	71,585
Custodian/Repair Generalist					
(percentage of 1st Class Cst)	44.0%	47.0%	50.0%	53.0%	56.3%
Jan. 1, 2023	48,158	51,442	54,725	58,009	61,620
Jan. 1, 2024	49,603	52,985	56,367	59,748	63,469
Jan. 1, 2025	50,967	54,442	57,917	61,391	65,214

APPENDIX “B” – MEMORANDUM OF UNDERSTANDING

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE BELLEVILLE POLICE SERVICES BOARD

AND

THE BELLEVILLE POLICE ASSOCIATION (CIVILIAN)

(Hereinafter referred to as the Association)

WITHOUT PREJUDICE

Re: Criminal Record Check Clerk /Procedure Clerk

WHEREAS the parties have entered into a renewal Civilian Collective Agreement expiring December 31, 2025;

AND WHEREAS the parties wish to establish one full-time position comprised of a part-time (50%) position of Criminal Record Check Clerk and a part-time (50%) position of Procedure Clerk at 459 Sidney St, Belleville, which shall be posted;

AND WHEREAS the parties agree that two full-time positions (Criminal Record Check Clerk and Procedure Clerk) will eventually be created and that separate and different pay bands will be established for each, based on job evaluation scoring at the time the full time positions are separated;

NOW THEREFORE, the parties agree on the following terms and conditions:

1. Until such time as this position is separated into two full-time positions, the successful candidate for the full-time position outlined above will be paid at a starting salary of \$62,618 as per the job evaluation and the terms outlined in the Civilian Collective Agreement.
2. That once the positions are separated the pay bands will differ. The successful candidate for the full-time position may apply for either position and if successful, will be paid according to the posted pay band for that position.
3. This MOU will be reviewed during negotiations for the new Civilian Collective Agreement. At that time, this Memorandum of Understanding will be discussed between the parties.

2023 – 2025 CIVILIAN COLLECTIVE AGREEMENT

4. This agreement is without prejudice or precedent to any other position either party may take in relation to this matter in the future.

Dated at Belleville, Ontario, this 10th day of June, 2024.

FOR THE ASSOCIATION

FOR THE BOARD

Adam Donaldson, President

Tyler Allsopp, Chair

Anne Brennan-Walsh, Vice President

Heather Smith, Vice Chair