

**SENIOR OFFICERS' ASSOCIATION
COLLECTIVE AGREEMENT**

FOR

2023 - 2025

B E T W E E N

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

and

**THE BELLEVILLE POLICE SENIOR OFFICERS' 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 the Senior Police Officers of the Belleville Police Service and the civilian employees in a supervisory or confidential capacity as defined in Section 114 of the Police Services Act, 1990, c. 10 as amended.

1.02 The Parties agree that any eligible Police Officer or civilian employee of the Board may become a member of the Association.

The members of the Senior Officers Association consist of;

- 1) 2 X Sworn members holding the rank of Inspector
- 2) Chief's Administrative Assistant
- 3) Deputy Chief's Administrative Assistant
- 4) Director of Human Resources
- 5) Director of Finance
- 6) Director of Information Technology Systems
- 7) Director of Communications

Any new members may be added with the agreement of the Chief of Police and the Senior Officers' Association.

1.03 The Parties agree that there will be no discrimination, interference, restraint, or coercion practiced by either party because of an individual's membership or non-membership in the Association.

1.04 In this Agreement, words importing male persons shall be taken to include female persons and words in the singular include the plural where appropriate in the context.

1.05 The Parties agree that "past practice" will no longer be used as a basis for decision making as it relates to this Collective Agreement.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 The Board agrees to exercise its functions in accordance with the provisions of the Police Services Act, the regulations appended thereto, and the terms of this Collective Agreement.

ARTICLE 3 - GRIEVANCE PROCEDURE

3.01 Any difference between the parties relating to the interpretation, application or administration of this Agreement shall be dealt with as hereinafter provided.

- 3.02 A member will have no grievance unless he/she has brought a complaint to the attention of his immediate supervisor within five (5) calendar days of the event giving rise to the complaint.
- 3.03 Where the supervisor does not render a satisfactory decision to the member within five (5) calendar days of the filing of his/her complaint, such complaint shall be put in writing, stating the nature of the complaint, the Article(s) alleging to have been violated and the remedy sought, to the Chief of Police, or his/her designate, no later than fifteen (15) calendar days following the original date of the filing of the complaint.
- 3.04 The Chief, or his/her designate, shall hold a meeting within five (5) calendar days of the receipt of the written grievance to hear submissions by the member. The member may, if he/she chooses, be accompanied by an Association representative.
- 3.05 The Chief, or his/her designate, shall, within five (5) calendar days of such meeting respond to the member in writing outlining his/her decision.
- 3.06 If the matter remains unresolved, the Association may refer the matter to the Board within five (5) calendar days of the receipt of the decision under Article 3.05.
- 3.07 The Board shall meet with a representative of the Association and the griever no later than its next regular meeting and shall render a decision in writing within ten (10) calendar days of such meeting.
- 3.08 If the issue still remains unresolved, the Association may refer the grievance to arbitration in accordance with the provisions of Section 123 of the Act within ten (10) calendar days of the issuance of the Board's response under Article 3.07.
- 3.09 Failure to comply with the time limits herein, without the express written permission of the other party, will be deemed to mean in the case of the Board, a denial of the grievance and in the case of the Association, the abandoning of the grievance.
- 3.10 Every member shall be entitled to review his/her file upon prior notice, up to two (2) times in each calendar year, and upon being counseled.
- Nothing in the file will be used against a member unless it has been brought to his/her attention.

ARTICLE 4 - ASSOCIATION REPRESENTATION

- 4.01 The Board agrees to recognize two (2) members of the Association as the Association representatives who shall represent the Association at grievances or other meetings where the Association is invited to attend.
- 4.02 There shall be a bargaining committee of up to three (3) members of the Association, at least one of whom shall be a civilian member and one of whom shall be the Association representative, who will meet with the Board from time to time for the purpose of negotiating amendments to this Agreement.
- 4.03 Upon application in writing to the Chief of Police, the Association representative may be granted leave with pay to attend conventions or meetings on behalf of the Association. Such time off with pay shall not exceed an aggregate of ten (10) days in any calendar year and shall be subject to the exigencies of the Service.
- 4.04 The Board agrees to deduct such dues as the Association instructs and remit the same to the Association. The Association agrees to save the Board harmless for all dues so deducted.

ARTICLE 5 - SENIORITY

- 5.01 Seniority shall be based on a member's service with the Belleville Police Service.
- 5.02 For the purposes of selecting annual leave, seniority in the rank will prevail.
- 5.03 (a) Seniority as defined in Article 5.01 and for the purpose of this Article 5.03 shall be applied in determining the order of lay-off and recall of members.
- (b) Where the Board has made a decision to reduce the complement of the civilian service and such reduction of civilian members cannot be accommodated through attrition and where such action is not in contravention of the Police Services Act, the lay-off of civilian members shall occur by reverse order of seniority. When a vacancy in the civilian complement of the Service exists, a member on lay-off shall be recalled for up to two (2) years from the date of the lay-off in order of seniority, provided the remaining members have the knowledge, skills and ability to perform the available work.
- (c) 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 member, such member shall be deemed to have severed their service with the Board and shall forfeit all seniority rights, except in the case of illness or other just cause in which case recall rights for that particular recall and not seniority rights shall be forfeited.

- (d) No new members shall be hired until those laid-off members have been given the opportunity to recall save and except members affected by Article 5.03 (b).
- (e) 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% direct payment for a further twenty-one (21) months.

ARTICLE 6 - HOURS OF WORK

- 6.01 Hours of work and schedules shall be as determined by the Chief, but in any case, shall be forty (40) hours per week. A change to shift schedules can be implemented if agreed upon by mutual consent by the Chief of Police and the Executive of the Association.
- 6.02 Civilian members shall receive one (1) additional week of vacation entitlement, annually, in lieu of overtime, callback, standby and court.
- 6.03 Uniform Members, in lieu of standby, will annually receive payment equal to two (2) weeks (80 hours) of regular non-overtime pay (pro-rated for those members who have worked less than a full year). Payment shall be made in two (2) payments, the first on or before June 15th and the second on or before December 15th. Plus an additional week (40 hours) annually to be taken as time off.
- 6.04 All Directors will receive annual payment equal to one (1) week of regular non-overtime pay (pro-rated for those members who have worked less than a full year) which payment shall be made on or before December 15th of each year plus, annually an additional week to be taken as time off.
- 6.05 All overtime banks shall be paid out prior to becoming a member of the Association. There is no provision for overtime entitlement for Association members.

ARTICLE 7 - PAID HOLIDAYS

7.01 (a) Each member shall be entitled to receive thirteen (13) statutory holidays as time off.

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

(b) Each member shall be granted any other holiday proclaimed as such by the Government of the Province of Ontario.

7.02 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.

7.03 Any member required by the Chief of Police to work on any of the days named in Article 7.01(a) shall receive a lieu day off with pay at a time mutually agreed upon between the member and the Chief.

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 - VACATIONS

8.01 The annual leave period shall be approved by the Chief of Police.

8.02 Vacation entitlement in any year shall be based on years of service;

Years of Service for Civilian Members is based on a member's service with the Belleville Police Service.

Years of Service for a Sworn Member is based on credit for all police service (uniform time) consecutive with all police services.

and shall be as follows:

(a) After one year of service, two (2) weeks of vacation shall be allowed and this shall accrue on a pro-rata basis if the member's service is less than one calendar year.

(b) After three (3) years of service, three (3) weeks of vacation.

- (c) After eight (8) years of service, four (4) weeks of vacation.
 - (d) After sixteen (16) years of service, five (5) weeks of vacation.
 - (e) After twenty-three (23) years of service, six (6) weeks of vacation.
 - (f) After thirty (30) years of service, seven (7) weeks of vacation.
- 8.03 Where at least two (2) weeks of leave are not granted between June 1 and September 30, the member shall receive compensation in the amount of Fifty Dollars (\$50.00) to each week not so allotted, to a maximum of One Hundred Dollars (\$100.00).
- 8.04 Each member shall have the right to carry over unused vacation to the following year, provided that accumulated vacation carried over shall not exceed four (4) weeks' vacation time in any calendar year.
- 8.05 Employees 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.
- Employees 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 employees.

ARTICLE 9 - HEALTH AND WELFARE BENEFITS

- 9.01 The Board agrees to pay the premiums for the benefits as outlined below for each member in the service of the Board in accordance with the terms and conditions of the carrier.
- (a) 100% of the billed premium for a group life insurance plan, including accidental death, in the amount of two times (2x's) annual earnings to a maximum of One Hundred and Ninety-Five Thousand Dollars (\$195,000.00). Spousal coverage of Five Thousand Dollars (\$5,000.00) and dependent coverage of Two Thousand Five Hundred Dollars (\$2,500.00) is also included.
 - (b) 100% of the billed premium for an Extended Health Care Plan for each member and his/her dependents. The Extended Health Care Plan shall provide that coverage is limited to drugs which require a prescription and generic drugs will be substituted for brand name drugs where available (unless contra-indicated by the member's medical practitioner). Physiotherapy, psychological, psychotherapist

and social worker service to a maximum of \$3000.00 per year. Chiropractic and massage therapy services are subject to a Seven Hundred and Fifty (\$750.00) per year maximum.

- (c) 100% of the billed premium for a Dental Care Plan providing for the current ODA fee schedules for each member, their spouse and/or dependent children. The Dental Care Plan shall not provide coverage for oral hygiene instruction and shall limit dental checkups to every six (6) months. Effective January 1, 2023 the Board will pay 100% of the premiums for orthodontics for a member, member's spouse and a member's dependent children (eighteen (18) years and under and twenty-five (25) years and under if a student) subject to a Five Thousand Dollars (\$5,000.00) life time maximum, 50/50 co-insurance.
 - (d) The Board agrees to pay for caps, crowns, bridges, dentures, inlays and onlays for a member, member's spouse and a member's dependent children on a 50-50 co-insurance basis up to \$3,000.00 a year with total replacement every five (5) years to a maximum of \$3,000.00.
 - (e) 100% of the premiums for vision care up to Five Hundred Dollars (\$500.00) every twenty-four (24) months.
- 9.02
- (a) The Board will pay the premiums as set out in Article 9.01 (a), (b), (c), (d) and (e) for those members at retirement until age sixty-five (65) who retire according to the O.M.E.R.S. qualifications. The Board will cover active members beyond age 65 providing the Provincial Plan is accessed first for claim reimbursement, at the direction of the carrier.
 - (b) If a member retires earlier than the 85 Factor, the 90 Factor, or thirty years of service, the member has the option to pay for the benefits covered in Article 9.01 (a), (b), (c), (d) and (e) until they would have otherwise qualified according to the O.M.E.R.S. regulations at which time, the Board will commence to pay for the benefits until age sixty-five (65).
 - (c) Effective January 1, 2024, after age 65, the 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 member for medical and dental expenses, which are deemed as allowable deductible medical and dental expenses by Revenue Canada and regular and customary benefits, including physiotherapy, chiropractor and registered massage therapy. The member may claim eligible medical or dental expenses of his/her spouse/dependents against his/her Account. The member must submit original receipts in order to receive reimbursement from the Account. The Account shall be available to the member for the 10 years immediately following the

member's 65th birthday.

- 9.03 If a member dies, the Board agrees to pay 100% of the billed premium for those benefits set out in Article 9.01 (b), Article 9.01 (c) and Article 9:01 (e) for the member's survivor and dependent children for a period of two (2) years after the member's death. Thereafter, the survivor may continue such benefit coverage upon paying 100% of the premiums to the Board until the survivor reaches age sixty-five (65).

ARTICLE 10 - LEGAL INDEMNIFICATION

- 10.01 The Board's legal indemnification policy is established in accordance with the provisions of Section 31 (1)(h) of the Police Services Act.
- 10.02 The Board shall 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; criminal charges are dismissed or withdrawn, or a stay of proceedings is entered;
 - (c) in respect of any other proceedings in which the member's manner of execution of the duties of his/her employment was an issue, if the member is found to have acted in good faith;
 - (d) there shall be a presumption that acts or omissions of the subject officer were undertaken in good faith unless the contrary is proven. "Good faith" means the exercise of good judgment in doing everything that could reasonably be expected while bearing in mind the nature of the incident.
- 10.03 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 a 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 by 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.

10.04 Where a member requires immediate legal assistance, a member may select legal counsel, but such selection is subject to the approval and continued approval of the Chief of Police. 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 to a member, shall consider the best interests of the member, the Belleville Police Service and the Belleville Police Services Board.

ARTICLE 11 - CLOTHING/CLEANING ALLOWANCE

11.01 (a) Members required to wear uniforms shall be supplied with such as needed. Upon retirement, resignation or termination, the last uniform and all equipment shall be returned.

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.

(b) Sworn members shall receive a cleaning/clothing reimbursement of One Thousand Five Hundred Dollars (\$1,500.00) payable prior to January 15th of each year.

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.

ARTICLE 12 - LEAVE OF ABSENCE

12.01 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 member shall be reimbursed for all time lost up to three (3) days except where the funeral is outside the city. In this event, additional time with pay may be granted if authorized by the Chief of Police. This provision shall apply regardless of a member's sexual orientation.

- (b) 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 the child of a common-law spouse), shall be reimbursed for all time lost up to five (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.

- (c) One half day shall be granted the member required to absent himself to attend a funeral as a pall bearer. Such time shall be with pay provided such time is approved by the Chief of Police.

12.02 Pregnancy/Parental Leave

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

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.

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 regular weekly earnings and the sum of the member's weekly Employment Insurance 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 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 is permissible, the Board agrees to pay ninety percent (90%) of a member's regular salary during such waiting period.

12.03 Personal Leave

- (a) Unpaid leave for personal reasons may be granted by the Chief, provided adequate notice is given in writing and subject to the requirements of the Service. Members may access their time banks during such leaves.
- (b) Members are not entitled to accumulate sick leave time or vacation time during this period if it is greater than one month.
- (c) No seniority will be accumulated after a period of six months unless required by legislation.

12.04 Sick Leave

- (a) Upon retirement or discharge after a total of five (5) years of service or more, each member or their personal representative (in case of death) shall be entitled to be paid for such accumulated sick leave credits, on the basis of their rate of pay at the date of leaving the Service after retirement, discharge, or death, provided that such member is entitled to no more than an amount equal to one half (1/2) the number of days standing to his/her credit to a maximum of fifty percent (50%) of his salary at that time. In the event of retirement, discharge, or death prior to five (5) years of service, payment for such accumulated sick leave shall be at the discretion of the Board.

12.05 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. A Belleville Police Service Association member who transfers to the Senior Officers' Association will be allowed to carry forward their current sick leave bank credit.
- (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) One member per year may apply six months in advance to receive, for the purpose of pay out, the number of sick hours standing to their credit, to a maximum of fifty (50%) percent of their 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 payout 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 one 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 1st 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.

12.06 FAMILY TIME

- (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 member if required and approved by the Chief and or his/her designate to address family time.
- (c) Subject to paragraph 12.06(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 employee'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 an elderly member of the employee's family;
 - iv. for needs directly related to the birth or to the 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 member, after initially submitting a request for time off as a ROT, may apply in writing to the Chief of Police or designate within ten (10) days, clearly outlining the circumstances of the request.

ARTICLE 13 - PENSIONS

- 13.01 The current Pension Plan now in effect shall remain in effect.

ARTICLE 14 - TRANSPORTATION

- 14.01 Member, when required to travel for departmental business or when on courses of instruction, shall be provided a vehicle by the Belleville Police Service.
- 14.02 On call Sworn Members will be provided a vehicle from the fleet. The use of a fleet vehicle for any other purpose will be at the discretion of the Chief of Police.

ARTICLE 15 - SPECIAL CONSIDERATIONS

- 15.01 (a) Members who are approved by the Chief to attend any approved course of learning or training to complement their knowledge, may be granted necessary time off with pay and may have all fees for registration, tuition, text books, visual aids and incidental expenses paid for by the Board. Such approval shall be in the complete and uncontrolled discretion of the Chief.
- (b) One Sworn Officer, per annum, who is approved by the Chief to attend the Ontario Association of Chiefs of Police Annual Conference, may be granted necessary time off with pay and may have all registration and incidental expenses paid for by the Board. Such approval shall be in the complete and uncontrolled discretion of the Chief.

ARTICLE 16 - WORK IN HIGHER RANK

- 16.01 (a) Where a civilian member works in a higher paying classification, they shall be paid at the rate of pay in the higher classification from the first day of such absence.
- (b) Where a Sworn member performs the duties in a higher rank or position for a continuous period of ten (10) days or a total of twenty (20) days in any one calendar year they shall receive the salary of the higher rank or position during the time the member acts in that capacity.
- (c) The payment in assignment to a higher position shall only be at the designation of the Chief or Deputy Chief of Police.

ARTICLE 17 - PROMOTIONS

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

ARTICLE 18 - SALARIES

18.01 The Board agrees to pay to the employees during the term of this Agreement the salaries set out on Schedule "A" attached hereto. The rates of pay for the classifications set out in this Agreement shall, on an annual basis, be increased until Year 2 has been attained for the Sworn Members' salary and until Year 5 has been attained for the Civilian Members' salary.

When an external candidate is chosen for a position within the Senior Officers' Association the Chief of Police, with the consent of the SOA, shall have the authority to negotiate the candidate's starting year salary commensurate with experience.

18.02 A member will be paid \$150.00 by December the 15th of every year who takes on training responsibility for a new position in addition to their regular duties for a minimum of four consecutive shifts.

18.03 As of January 1, 2023, 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
(ii)	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

18.04 Effective January 1, 2024, the Board shall increase the Director of Information Systems' base salary to \$115,000 to which the 2024 increase of 3% shall be added for 2024.

18.05 Effective January 1, 2024, the Board shall increase the Director of Finance's base salary to \$115,000 to which the 2024 increase of 3% shall be added for 2024.

18.06 Effective January 1, 2024, the Board shall increase the Director of Human Resource's base salary to \$115,000 to which the 2024 increase of 3% shall be added for 2024.

ARTICLE 19 - DISABILITY

19.01 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 for the duration of such accident or illness. The Board shall cover all costs associated with the accounting required to identify the necessary top up. 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.

- (a) The member, if able, and otherwise his or her supervisor, shall cause notification to be made immediately (generally within normal administrative working hours), of the lost time injury or injuries, where medical attention has been administered, to the Deputy Chief and the Director of Human Resources and Finance.
- (b) Employees 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 member's claim to benefits is not accepted as a compensable injury by the Workplace Safety Insurance Board (WSIB), the member's cumulative sick bank credits and other such credits that may be converted to cash or time may be used by the Board to reimburse the Board for compensation provided by Article 19.01.

ARTICLE 20 - DISBANDMENT

- 20.01 (a) Should the Police 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 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 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 whichever comes first.

A maximum of \$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 21 - EXIT INTERVIEW

21.01 Upon retirement or cessation of employment with the Belleville Police Service a member of the Belleville Police Senior Officers' Association will be encouraged to participate in an exit interview with the Chair of the Belleville Police Services Board and Chief of Police, unless mutually agreed this interview is not necessary.

ARTICLE 22 - TERM

22.01 This Agreement shall become effective January 1st, 2023 and shall remain in force until December 31, 2025 and thereafter until replaced by another agreement.


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

FOR THE ASSOCIATION


Rene Aubertin, President


Claire Moore,
Negotiating Committee Member

FOR THE BOARD


Tyler Allsopp, Chair


Heather Smith, Vice Chair

Schedule "A"

Sworn Members' Schedule

Inspector - Level 1				
	BASE	8-16 Years 102.999%	17-22 Years 102.913%	23+ Years 102.830%
January 1, 2022	\$ 142,558	\$ 146,834	\$ 151,112	\$ 155,388
January 1, 2023 (+4%)	\$ 148,260	\$ 152,707	\$ 157,156	\$ 161,604
January 1, 2024 (+3%)	\$ 152,708	\$ 157,289	\$ 161,871	\$ 166,452
January 1, 2025 (+2.75%)	\$ 156,908	\$ 161,614	\$ 166,323	\$ 171,029

Inspector Level 2				
	BASE	8-16 Years 103.000%	17-22 Years 102.912%	23+ Years 102.831%
January 1, 2022	\$ 152,599	\$ 157,177	\$ 161,754	\$ 166,333
January 1, 2023 (+4%)	\$ 158,703	\$ 163,464	\$ 168,224	\$ 172,986
January 1, 2024 (+3%)	\$ 163,464	\$ 168,368	\$ 173,271	\$ 178,176
January 1, 2025 (+2.75%)	\$ 167,959	\$ 172,998	\$ 178,036	\$ 183,076

Civilian Members' Schedule

Director of Information Technology					
	YEAR 1	YEAR 2 103.502%	YEAR 3 103.385%	YEAR 4 103.273%	YEAR 5 103.487%
January 1, 2022	\$ 90,138	\$ 93,295	\$ 96,453	\$ 99,610	\$ 103,083
January 1, 2023 (+4%)	\$ 93,744	\$ 97,027	\$ 100,311	\$ 103,594	\$ 107,206
<i>Positional Adjustment - January 1, 2024</i>	\$ 115,000	\$ 119,028	\$ 123,057	\$ 127,085	\$ 131,516
January 1, 2024 (+3%)	\$ 118,450	\$ 122,599	\$ 126,749	\$ 130,897	\$ 135,461
January 1, 2025 (+2.75%)	\$ 121,707	\$ 125,970	\$ 130,234	\$ 134,497	\$ 139,186

Director of Human Resources and Director of Finance					
	YEAR 1	YEAR 2 103.177%	YEAR 3 103.082%	YEAR 4 102.986%	YEAR 5 102.679%
January 1, 2022	\$ 99,372	\$ 102,529	\$ 105,689	\$ 108,845	\$ 111,761
January 1, 2023 (+4%)	\$ 103,347	\$ 106,630	\$ 109,917	\$ 113,199	\$ 116,231
<i>Positional Adjustment - January 1, 2024</i>	\$ 115,000	\$ 118,653	\$ 122,310	\$ 125,963	\$ 129,337
January 1, 2024 (+3%)	\$ 118,450	\$ 122,213	\$ 125,980	\$ 129,742	\$ 133,218
January 1, 2025 (+2.75%)	\$ 121,707	\$ 125,574	\$ 129,444	\$ 133,310	\$ 136,881

Director of Communications					
	YEAR 1	YEAR 2 103.502%	YEAR 3 103.385%	YEAR 4 103.274%	YEAR 5 103.486%
January 1, 2022	\$ 91,000	\$ 94,187	\$ 97,375	\$ 100,563	\$ 104,069
January 1, 2023 (+4%)	\$ 94,640	\$ 97,954	\$ 101,270	\$ 104,586	\$ 108,232
January 1, 2024 (+3%)	\$ 97,479	\$ 100,893	\$ 104,308	\$ 107,723	\$ 111,479
January 1, 2025 (+2.75%)	\$ 100,160	\$ 103,668	\$ 107,177	\$ 110,685	\$ 114,544

Executive Assistant - Chief					
	YEAR 1	YEAR 2 103.948%	YEAR 3 103.796%	YEAR 4 103.658%	YEAR 5 103.261%
January 1, 2022	\$ 79,982	\$ 83,140	\$ 86,296	\$ 89,453	\$ 92,370
January 1, 2023 (+4%)	\$ 83,181	\$ 86,466	\$ 89,748	\$ 93,031	\$ 96,065
January 1, 2024 (+3%)	\$ 85,677	\$ 89,060	\$ 92,440	\$ 95,822	\$ 98,947
January 1, 2025 (+2.75%)	\$ 88,033	\$ 91,509	\$ 94,982	\$ 98,457	\$ 101,668

Executive Assistant - Deputy					
	YEAR 1	YEAR 2 104.410%	YEAR 3 104.226%	YEAR 4 104.052%	YEAR 5 103.598%
January 1, 2022	\$ 71,564	\$ 74,720	\$ 77,878	\$ 81,034	\$ 83,950
January 1, 2023 (+4%)	\$ 74,427	\$ 77,709	\$ 80,993	\$ 84,275	\$ 87,308
January 1, 2024 (+3%)	\$ 76,659	\$ 80,040	\$ 83,423	\$ 86,804	\$ 89,927
January 1, 2025 (+2.75%)	\$ 78,767	\$ 82,241	\$ 85,717	\$ 89,191	\$ 92,400