

SAULT STE. MARIE POLICE COLLECTIVE AGREEMENT

FOR

POLICE OFFICERS

FEBRUARY 01ST, 1988 TO JANUARY 31ST, 1989

*JH*

SOURCE	City		
EFF.	88	02	01
TERM.	89	01	31
No. OF EMPLOYEES	115		
NOM. RE EMPLO.ÉS	EB		

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1. Members Covered by Agreement . . . . .	1
2. Gender . . . . .	1
3. Police Association Bargaining Agent . . . . .	1
4. Relationship . . . . .	1
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A P P E N D I X

LETTERS OF AGREEMENT:

- |  |                 |
|--|-----------------|
| A) Compressed Work Week - Uniform Division, Patrol Branch                        | 1987 January 15 |
| B) Manning of General Patrol Police Cruisers                                     | 1987 June 18    |
| C) Uniform Clothing and Equipment  | 1987 June 18    |
| D) Compressed Work Week - Criminal Investigation Division, Identification Branch | 1988 May 08     |

BETWEEN :

THE BOARD OF COMMISSIONERS OF POLICE  
FOR THE CITY OF SAULT STE. MARIE

---

(Hereinafter called the "Board")

of the first part

• and •

THE BARGAINING COMMITTEE OF THE  
SAULT STE. MARIE POLICE FORCE

---

(Hereinafter called the "Bargaining Committee")

of the second part

Recognizing that the Board and its employees have a common dependence upon the success and welfare of the Board's operations and recognizing further that a relationship of mutual goodwill, confidence, and respect between employers and employees can contribute greatly to the maintenance of and increase in that success and welfare and wishing to establish more formal channels for the purpose of defining, determining and providing for remuneration and working conditions that have hitherto existed, the parties have joined together in this Agreement.

1. All Police Officers of the Sault Ste. Marie Police Force shall be covered by this Agreement, except the Chief of Police, Deputy Chief of Police, and Members of the Senior Officers Association.
2. In this Agreement the use of the masculine gender shall be interpreted to include the feminine gender.
3. The Board agrees to recognize during the terms of this Agreement and any extension thereof, the Bargaining Committee elected in accordance with the Constitution of the Sault Ste. Marie Police Association (hereinafter called the "Association") as the sole Bargaining Committee for all Police Officers covered by this Agreement. The Bargaining Committee undertakes that it has been constituted in accordance with the Constitution of the Sault Ste. Marie Police Association and that it is empowered to bind the Association by this Agreement.

4. **RELATIONSHIP**

- (a) All Police Officers of the Sault Ste. Marie Police Force other than the Chief of Police, Deputy Chief of Police, and Members of the Senior Officers Association shall be covered by this Agreement.
- (b) The parties hereto mutually agree that any Police officer may apply for admission to membership in the Association and that there shall be no discrimination, interference, intimidation, coercion or restraint practiced or permitted by the Board against any such Officer by reason of his membership in or participation in the activities of the Association or the Bargaining Committee.

4. (c) The Bargaining Committee agrees that there will be no intimidation, interference, restraint or coercion exercised or practiced upon members of the Force by any member or representative of the Bargaining Committee or the Association.

#### 5. STRIKES

During the term of this Agreement, the Bargaining Committee agrees that there shall be no strike or stoppage of work.

#### 6. RESERVATION OF ADMINISTRATIVE RIGHTS

The Bargaining Committee acknowledges that it is the exclusive function of the Board to:-

- (a) Maintain order, discipline and efficiency,
- (b) Hire, discharge, transfer, promote, demote or discipline employees, provided that a claim of discriminatory promotion, demotion or transfer or a claim that a Police officer has been discharged or disciplined without reasonable cause may be the subject of a grievance and dealt with as hereinafter provided.
- (c) Generally to supervise and administer the affairs of the Sault Ste. Marie Police Force. The Board agrees that these functions will be exercised in a manner consistent with the general purpose of the intent of the Agreement.

#### 7. GRIEVANCE COMMITTEE

The Board acknowledges the right of the Association to appoint or otherwise select a Grievance Committee of not more than three members and will recognize and deal with the said Grievance Committee with respect to any matter which properly arises from time to time during the term of this Agreement. The said Grievance Committee will co-operate with the Board in the administration of this Agreement.

#### a. GRIEVANCE PROCEDURE

- (a) It is the mutual desire of the Parties hereto that complaints of a Police Officer shall be adjusted as quickly as possible and it is generally understood that an Officer has no complaint eligible for the grievance procedure until such Officer has first given to his proper superior officer an opportunity of adjusting his complaint.

##### STEP NO. 1

The Officer **shall** submit the matter in writing to the Chief of Police within 30 days of the occurrence of the incident which gave rise to the matter in dispute or 30 days from the time the Officer became aware of the subject matter of the grievance. The Chief of Police shall forthwith convene a hearing with the Officer who may be accompanied by a representative of the Association. The Chief of Police shall render his decision within 10 days of the hearing.

8. (a) STEP NO. 2

If the Association considers that a satisfactory settlement ~~was~~ not reached at Step No. 1, it may within 10 days of the receipt of the Step No. 1 reply, request a hearing by the Board. The Board shall forthwith convene a hearing with the Association and the Board shall render a decision within 10 days of the hearing.

STEP NO. 3

If the Association concedes that a satisfactory settlement ~~was~~ not reached at Step 2, and wishes to proceed further, it shall within 15 days of the receipt of the Step 2 reply, notify the Board in writing that the matter ~~is~~ being referred to arbitration.

(b) The time limits set forth in this procedure ~~may~~ be extended by agreement of the parties.

9. ARBITRATION

- (a) ~~When~~ either party request that a complaint or matter in dispute be submitted to Arbitration, such request shall be made in writing in the manner provided for in the Police Act, 1970 Revised Statutes of Ontario, Chapter 351 and amendments thereto.
- (b) No person may be appointed as an Arbitrator who has been involved in any attempt to negotiate or settle the complaint.
- (c) No matter may be submitted to the Arbitration which has not been properly carried through all previous steps of the grievance procedure.
- (d) ~~A~~ At any stage of the grievance procedure, including Arbitration, the conferring parties may have the assistance of the Officer or Officers concerned and any necessary witnesses. All reasonable arrangements will be made to have witnesses available, as required.

10. SALARIES

- (a) Salary rates shall be paid in accordance with the scale set forth in the Schedules attached hereto and to be effective as of February 01st, 1988.
- (b) The salary for the rank of Staff Sergeant shall be 124% of the salary for the rank of First Class Constable.
- The salary for the rank of Sergeant shall be 112% of the salary for the rank of First Class Constable.
- Sergeant and Detective are considered of equal rank for this purpose.
- (c) The salary for the rank of Second Class Constable shall be 90% of the salary for the rank of First Class Constable.

The salary for the rank of Third Class Constable shall be 80% of the salary for the rank of First Class Constable.

The salary for the rank of Fourth Class Constable shall be 70% of the salary for the rank of First Class Constable.

10. (c) The salary rate for a "Recruit Constable" shall be 60% of the salary for the rank of First Class Constable. Upon successful completion of the basic constable training course at the Ontario Police College, the Recruit Constable will be paid at the rank of a Fourth Class Constable. The period of time for a recruit officer to be paid at 60% shall not exceed a maximum of six months.

This provision does not extend the period of time required to be eligible for advancement in rank.

(d) Specialist Pay

All Police Officers assigned to duties in the Identification Branch shall, upon successful completion of the Forensic Identification Course, receive a pay increase equivalent to 50% of the difference between the rate of a First Class Constable and the rank of Sergeant. Such payment shall be in effect only during the period of time such officer is assigned to the Identification Branch.

(e) Career Development Training Pay

Constables may be assigned to the Detective Branch for investigative training and career development on a rotation basis for a period not to exceed six months. Such constable so assigned shall receive a pay increase of 4% of the rate of pay of a First Class Constable. This provision is not intended to reduce the authorized complement of Sergeants.

11. INCREASE OF SALARY BY ADVANCEMENT

- (a) Increase in salary for the ranks of Fourth, Third and Second Class Constables by length of service shall be according to the Police Act and the regulations thereunder.
- (b) In the event that a Police Officer is required to take over temporarily the duties of another, whose position is a higher paid position, the Officer filling in shall be paid at a higher rate of pay for the days so employed, Salary adjustments shall not be postponed more than two weeks or one pay period.

12. SERVICE PAY

All Police Officers of the Sault Ste. Marie Police Force will receive service pay after five years service at the following rates:-

\$ 78.75 for 5 years service	\$315.00 for 20 years service
\$157.50 for 10 years service	\$393.75 for 25 years service
\$236.25 for 15 years service	\$472.50 for 30 years service

Service pay will be paid in December of each year. In the event that an Officer resigns or retires during the year, such Officer will be paid on a pro rata basis for the portion of the year served.

### 13. SHIFT PREMIUM

All Police Officers covered by the Agreement shall receive the following shift premium:- **\$.10** per hour for any shift which commences after 2:00 p.m. and ends before midnight and a shift premium of \$.20 per hour for any Officer who works a shift commencing after 4:00 p.m..

### 14. INCREASE IN SALARY

The salaries set forth in the Schedule of Salaries attached hereto and forming part of this Agreement, may be increased by the Board from time to time and the increased salaries shall then become the Schedule of Salaries under this Agreement.

### 15. HOURS OF DUTY

- (a) Officers of the Detective and Morality Branches shall be eight consecutive hours on duty, and followed thereafter by sixteen consecutive hours off duty, and shall be on duty during such hours as may be established from time to time by the Chief of Police on a forty hour week system.
- (b) Each Police Officer shall have a rest or lunch period of forty-five minutes during his shift on duty. All rest or lunch periods shall be taken at times set by the Chief of police. These rest or lunch periods are granted as compensation for the time each Officer must spend immediately prior to the start of his shift of duty to make himself familiar with his duties for that shift. Officers being members of the Uniform Division shall be divided into four platoons and each platoon shall consist of one uniformed Desk Sergeant together with Constables in number as designated by the Chief of Police. Each member of the platoon shall be on duty for eight consecutive hours and shall be off duty for the next sixteen consecutive hours thereafter. The duty shifts for Officers of the Uniform Division are as follows:-

- |                     |                         |
|---------------------|-------------------------|
| (1) Day Shift       | 8:00 a.m. to 4:00 p.m.  |
| (2) Afternoon Shift | 4:00 p.m. to 12:00 m.n. |
| (3) Night Shift     | 12:00 m.n. to 8:00 a.m. |

When directed by the Chief of Police, the shifts on which Traffic Officers shall be on duty are as follows:-

- |                     |                         |
|---------------------|-------------------------|
| (1) Day Shift       | 7:00 a.m. to 3:00 p.m.  |
| (2) Afternoon Shift | 3:00 p.m. to 11:00 p.m. |
| (3) Night Shift     | 11:00 p.m. to 7:00 a.m. |

Each Officer shall be on duty five consecutive days on his shift. He shall, at the end of duty on the fifth day, be off duty for the following periods of time:-

- |  |             |
|--|-------------|
| (1) On the completion of five consecutive days of a day shift        | • 48 hours, |
| (2) On the completion of five consecutive days of an afternoon shift | • 48 hours, |
| (3) On the completion of five consecutive days of a night shift      | • 72 hours. |



15. (b) The time periods between shifts do not apply to cases where personnel are assigned to work shifts and days off for the yearly realignment of platoon personnel, branch transfers, in-service training, attending at Police Colleges and schools, and other training courses. It is expressly understood that in no event shall an officer, over a twenty-one day period, be required to work more shifts than if he had remained in the platoon schedule and further agreed that in no case shall an officer be scheduled to work more than six consecutive shifts. It is agreed that the commencement of the twenty-one day period shall be the date of the transfer.

At the discretion of the Chief of Police, in cases of emergency, such as Community Night, Christmas week, pay nights, the day shift can be altered to work 10:00 a.m. to 6:00 p.m., and afternoon shift work 2:00 p.m. to 10:00 p.m..

- (c) Because of the change from the shift to the platoon system and consequent change in working hours, each Officer of a platoon shall receive an additional fifteen working days of annual leave.

Notwithstanding the above provision, it is understood and agreed that an Officer off work on Workers' Compensation for a period of more than six consecutive months shall have his leave under this article reduced on a pro rata basis for all time off work from the commencement of such absence.

- (d) The Sergeant in charge, or the Inspector in charge of working schedule, may at the request in writing of any two Police Officers, allow such two Officers to change with each other their shifts or hours of duty, providing they have eight hours rest.
- (e) The Board and the Association agree to implement a twelve hour Compressed Work Week schedule for General Patrol for a trial period beginning January 1987. This trial period shall be subject to the terms and conditions of a Letter of Agreement drawn up between the Board and the Association.

## 16. OVERTIME

- (a) Police officers who are required to work overtime shall be paid time and a half for all such overtime on the basis of a forty hour week. The overtime rate schedule attached hereto will be effective as of February 01st, 1988.
- (b) An Officer shall be entitled to a four hour minimum pay at straight time on a call out for overtime duty. All subsequent time worked will be at overtime rates.

## 17. ACCUMULATED COURT TIME

- (a) The Board agrees that a card system will be set up governing a Police Officer's appearance in court during off duty hours to show whether the Officer has been allocated a witness fee or court time. The card will be signed and the length of the Officer's court appearance shown thereon by the officer in charge of court.
- (b) Where a witness fee is provided the Board will pay the difference between said witness fee and the time allocated per court appearance as set out in the following section (c).

17. (c) Police Officers required to attend court during off duty hours shall be allowed accumulated time at the following rates:-

- (1) Five hours accumulated time for the first hour or portion of an hour spent in court attendance and one hour ~~for~~ each hour or half hour thereafter.
- (2) Five hours accumulated time for the first hour or portion of an hour spent in court attendance and one hour ~~for~~ each hour or half hour thereafter when the member attends court on the same day as such member works a scheduled shift ending after **12:00** midnight or on a member's scheduled day off or on the fifteen working days of leave as referred to in Article 15(c) of this Agreement for platoon members, when not taken as a block of one weeks vacation "ie" in a group of at least five days.
- (3) Sixteen hours accumulated time when an Officer is required to attend court on the Officer's regular annual vacation referred to in Article 20(a) and Article 20(b) or on an Officer's annual statutory holiday leave referred to in Article 20(c) or on the fifteen working days of leave as referred to in Article 15(c) of this Agreement for platoon members when taken as a block of one weeks vacation "ie" in a group of at least five days.

It is understood that this section will apply to those days off that are contiguous with a member's scheduled annual vacation, statutory holiday leave or the fifteen working days of leave referred to in Article 15(c) when taken as a block of one weeks vacation "ie" in a group of at least five days.

- (4) Court cancellation must be given twenty-four hours (24) in advance of any court appearance date, except that such notice must be given 24 hours in advance of any planned vacation which shall include regularly scheduled days off forming part of that vacation. Written notice delivered at a member's domicile ~~will~~ be deemed as acceptable notice.

(d) Morning and afternoon attendance in court shall be paid for as separate appearances for Article 17(c)(1) and Article 17(c)(2). Morning court is deemed to end at the noon hour adjournment.

It is agreed that where no noon hour adjournment is scheduled, such adjournment shall be deemed to have occurred three (3) hours after the member was scheduled to attend court.

(e) Notwithstanding the provision ~~for~~ payment of court time, where attendance at court occurs with a shift change pursuant to Article 15(d) herein, there will be no court time paid unless :-

- (1) The Officer is notified of his requirement to attend in court within twenty-four hours prior to the court appearance,

and

- (2) The court appearance does not commence on the shift the Officer has changed to.

(f) On the pay day closest to December 01st in each year, every Officer who has accumulated court time shall be paid such court time at the Officer's prevailing rate of pay.

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18. WORKERS' COMPENSATION

A Police Officer who shall be off duty as the result of an accident or occupational illness, resulting from the performance of duty, shall be provided with free hospitalization and medical care. During such absence from duty such Officer shall receive full salary. Any loss of time from duty as aforesaid shall not in any way affect accumulative sick leave.

19. THE SCHEDULE OF ANNUAL SICK ALLOWANCE SHALL BE AS FOLLOWS :

Under three months service	0 Days
Three months to three years of service	12 Days
Three years to five years of service	16 Days
Five years to ten years of service	21 Days
Ten years and over of service	28 Days

The above accumulated sick allowance shall be used entirely as sick leave and shall not have any monetary value at the completion of a Police Officer's service with the Board whether retiring voluntarily or dismissed for cause.

- (a) The length of service shall be calculated from the date of employment and such service must be continuous from said date of employment.
- (b) Sick leave granted under this clause will be cumulative but in no case shall such sick leave exceed a period of two hundred and forty (240) days.
- (c) Recognized days off shall not be deducted from the accumulated sick leave in accordance with the forty hour week on the basis of twenty-one working days.
- (d) No Police Officer shall draw, during active service with the Police Force accumulated sick leave benefits if absence from work is not due to illness as attested by the certificate of a medical practitioner.

20. HOLIDAYS

- (a) All employees with less than 12 months service at December 31 shall be credited with one days vacation for each completed calendar month worked to a maximum of ten (10) days. Such vacation will be taken in the following year with pay at 4 percent of the previous year's earnings.
- (b) Fourteen days of annual leave which shall include such working days and such days off as would normally fall within the said period of days, shall be given to each Police Officer having one to five years of service.

Twenty-one days of annual leave which shall include such working days and such days off as would normally fall within the said period or days, shall be given to each Police Officer having five years of service or over.

Twenty-eight days of annual leave which shall include such working days and such days off as would normally fall within the said period of days, shall be given to each Police Officer having ten years of service or over.

20. (b) Thirty-five days of annual leave which shall include such working days and such days off as would normally fall within the said period of days, shall be given to each Police Officer having fifteen years of service or over.

Forty-two days of annual leave which shall include such working days and such days off as would normally fall within the said period or days, shall be given to each Police Officer having twenty-two years of service or over.

Such annual leave shall be with full pay.

- (c) In addition to the annual leave as listed in the preceding paragraph hereof, each Police Officer shall receive eleven statutory holidays, which such Police Officer will have at the discretion of the Chief of Police:- New Years, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, and Boxing Day.

It is understood that in the event that Heritage Day is proclaimed a holiday by the Federal Government then each member shall receive an additional day of statutory leave for said Heritage Day.

In addition to the leave provided, a member required to work on a statutory holiday, shall be paid at time and a half his regular rate of pay for all hours worked.

## 21. POLICE CRUISERS

The Board agrees that the police cruisers on General Patrol shall be manned as follows:-

- (a) From 8:00 a.m. to 4:00 p.m., manning shall be in the discretion of the Chief of Police.
- (b) From 4:00 p.m. to 8:00 p.m., there shall be at least four two-man patrol cruisers, normally these shall be assigned one to each of the four patrol zones. Other cruisers may be added and manned in the discretion of the Chief of Police.
- (c) From 8:00 p.m. to 8:00 a.m., all police cruisers shall be manned by two officers.

This article shall be considered to be amended on a trial basis in accordance with the attached Letter of Agreement.

## 22. POLICE TRAINING EXPENSE ALLOWANCE

Each Police Officer directed to attend any Police training course outside Sau t Ste. Marie who requires accommodations at a place other than his usual residence shall be paid an expense allowance in the amount of \$35.00 per week in addition to his regular salary.

In addition to the weekly expense allowance, a member attending Ontario Police College, where weekend meals are not provided, shall be paid \$28.00 per day (Saturday, Sunday, and applicable statutory holiday) as weekend meal allowance except if such member returns to his usual residence.

## 23. UNIFORMS AND CLOTHING ALLOWANCE

All uniformed Police Officers to be supplied the following equipment:-

### Uniformed Officers

- (a) One uniform per year, a uniform to include two pair of trousers, winter and summer uniforms to be issued in alternate years.
- (b) Four regulation shirts with shoulder flashes yearly, Shirts to be selected by the Board and a Committee appointed by the Police Association.
- (c) One uniform cap, yearly, if required.
- (d) Police Officers to be allowed an annual allowance in 1988 of \$108.78 for boots and overshoes,
- (e) One winter type coat suitable for existing weather conditions. This is to be issued once every four years.
- (f) Rain wear consisting of raincoat and cap cover, to be issued as required.
- (g) Two regulation ties per year.
- (h) Uniformed Police Officers shall wear insignia to correspond with their rank and service in accordance with the Police Act and Regulations.
- (i) A service badge shall be issued to each Officer to be worn upon his uniform to indicate the completion of each five consecutive years service.

It is understood that the provision of uniforms and accessories will be on an 'as required' basis for a trial period of one (1) year with the intent that a revised sub-section to the existing clause will be included in a future agreement if the arrangement is satisfactory.

### Plainclothes Officers

- (j) Plainclothes police officers will receive an annual clothing allowance of seven hundred and twenty-five dollars (\$725.00).  
  
Such sum (\$725.00 per year) to be prorated for officers assigned to plainclothes for less than one full year.
- (k) The Board shall provide to each uniformed Police Officer sufficient cleaning vouchers which will permit the cleaning of four uniform trousers per month, the all season jacket shell or liner on alternate months, and a uniform tunic every four months. Plainclothes Officers shall receive sufficient cleaning vouchers which will permit the cleaning of **two** business suit jackets and four business suit trousers per month and a top coat every four months.
- (l) Any Police Officer (either uniformed or plainclothes) who has clothing soiled or damaged in the course of duty, shall have his clothing cleaned or repaired or replaced at the cost of the Board. This section is not intended to cover normal wear or soiling of clothes.
- (m) **All** clothing allowances shall be **paid** in voucher form.

24. LEAVE OF ABSENCE

- (a) The Board agrees that each Police Officer shall be entitled to be absent from duty for a maximum of three days with pay upon the death of an Officer's wife, husband, son, daughter, father, mother, sister, brother, grandfather, grandmother, father-in-law, mother-in-law, step-father and step-mother; such time not to affect annual leave or accumulated time,
- (b) Every female Police Officer shall be entitled to Maternity Leave in accordance with the terms of the Employment Standards Act, save as to the duration, which will be six (6) months with seniority accrual plus six (6) weeks without seniority accrual. A maximum of six weeks can be taken after the date of birth.
- (c) Any Police Officer granted leave by the Chief and/or the Board, except in the case of secondments or as provided for in the Working Agreement, shall not accumulate seniority while on said leave. A member shall not lose any of their accumulated seniority while on such leave.

25. ANNUAL AND QUARTERLY ASSOCIATION MEETINGS

Four members of the Police Association duly appointed or elected by the Police Association members for the purpose of attending the Police Convention annually shall be granted leave of absence with pay for the time actually required to attend such conventions, Nor more than four members shall be granted this privilege at one time. Such time off not to affect annual leave or accumulated time.

In addition to the foregoing, three members of the Police Association shall be granted sufficient leave with pay to attend the Quarterly Meetings of the Ontario Police Association. Such time off shall not affect leave or accumulated time.

In no case shall the time off with pay exceed an aggregate of 30 days in any calendar year. Notwithstanding the foregoing, normally not more than one (1) member will be granted leave from a platoon except at the discretion of the Chief of Police when sufficient manpower is available.

26. SENIORITY

- (a) Seniority shall be a qualification for promotion and assignments of duties and promotions shall be made on the basis of merit subject to the discretion of the Board. Assignments of duties shall be the responsibility of the Chief of Police.
- (b) Credits in a form to be determined by the Board shall be given for any outstanding services performed by Police Officers during and beyond the call of duty.
- (c) A seniority list shall be established by the Board for Police Officers covered by the Working Agreement and such list shall be revised and posted prior to January 01st of each year and a copy filed with the Association. Such seniority shall be based upon the Officer's continuous service with the Sault Ste. Marie Police Force, provided that such Officers of the Tarentorus or Korah Police Forces will have their seniority listed from the date of employment with such Force.

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## 27. LAYOFFS AND RECALLS

- 1a) Where the Board has made a decision to reduce the complement of the Force and such reduction of personnel cannot be accommodated through attrition, and where such action is not in contravention of the Police Act, the layoff of members shall occur by reverse order of seniority, except in cases when a member is assigned to a full time position that required specialized training to perform. When a vacancy in the complement of the Force exists, the members on layoff shall be recalled in order of seniority.
- (b) Members laid off due to a reduction in staff and who fail to return to work within fourteen days after notice of return to work has been forwarded by registered mail to the last known address of such member, shall be deemed to have severed their service with the Board and shall forfeit all seniority rights, except in the case of sickness.
- (c) Seniority rights shall cease and employment terminate in the following circumstances:-
  - (1) If a member resigns,
  - (2) If a member is discharged under the Police Act and not reinstated,
  - (3) If a member retires,
  - (4) If a member is laid off for a period in excess of two years,
  - (5) If a member who has been laid off does not report for work within fourteen days of recall, as provided in Article 27(b).

## 28. PERFORMANCE RATING

Every Police Officer shall be provided with a copy of his completed performance rating form upon written request.

## 29. PENSIONS

- (a) The normal retirement age for Police Officers of the Force shall be age 60.
- (b) The Board shall provide the Ontario Municipal Employees Retirement System Basic Pension Plan Benefits as prescribed in the O.M.E.R.S. Act and Regulations R.S.O. 1970, Chapter 324, as amended and Ontario Regulations 936 (1977).
- (c) In addition, effective February 01st, 1978 and thereafter, the Board shall provide a Supplementary Type 1 Past Service Benefit as prescribed in the O.M.E.R.S. Act and Regulations R.S.O. 1970, Chapter 324, as amended and Ontario Regulations 936 (1977), payable in full at 60 years of age for Police Officers, to provide that the total pension payable from the Ontario Municipal Employees Retirement System and any former pension plan is equal to 2% of the employee's highest average 60 consecutive months earnings, multiplied by his years of credited service at retirement to a maximum of 35 years service; that all past service costs for such Supplement be paid by the Board.

29. (d) In addition, effective January 01, 1981, and thereafter, the Board shall provide:-
- (1) An O.M.E.R.S. Type Three Early Retirement Pension to permit early retirement without actuarial reduction in benefits within ten years prior to a member's normal retirement date when
    - (i) The member is declared by the employer to be unable to perform the duties of his employment due to mental or physical incapacity (partial disability),
    - or;
    - (ii) The member has completed 30 years of service with the employer.
  - (2) That all past service costs be paid by the Board.
- (e) The Board and the Police Officers shall share the cost of the Basic and the Supplementary Pension Plans and the integrated Canada Pension Plan provided that the total contribution rate for the Police Officers shall not exceed 8% of their pensionable earnings.

30. HOSPITAL, MEDICAL, EXTENDED HEALTH CARE, LIFE INSURANCE & DENTAL

- (a) Police Officers shall be covered by an amount of life insurance equal to two times the Officer's annual salary, not to exceed a maximum of \$85,000.00 plus accidental death and dismemberment coverage. The Board shall pay 100% of the premium thereof.
- (b) The Board agrees to pay 100% of the Hospital, Medical, Blue Cross Semi-Private, and Blue Cross Extended Health Plans now in force. Such plan to include payment for Vision Care at \$120.00 every two years.
- (c) All Police Officers shall be covered by Blue Cross #9 Dental Plan based on the 1986 Ontario Dental Association Fee Schedule effective as of the signing of the Collective Agreement, and shall be covered for orthodontic work to a maximum of \$1,000.00 per individual. The Board shall pay 100% of the premium thereof for this coverage.
- (d) The Board agrees to cover the payment of benefits to retired employees for O.H.I.P. premiums, Blue Cross Semi-Private, and Blue Cross Extended Health Care benefit premiums (including the Drug Plan) on the same level of benefits as at the time of retirement, from retirement until age 65, or until assistance from another source is available if it is before 65, whichever occurs first. It shall also exclude payment to any retired member engaged in full time employment.

Benefits under any such Plan or Plans shall not be changed or reduced by the Board without the consent of the Bargaining Committee. The Board shall have the right to determine the carrier of such benefits provided the Association is given 30 days prior written notice. All refunds, reductions in premiums, dividends, etc., shall become and remain the sole property of the Board.

Benefits shall be provided in accordance with the terms and conditions of the applicable policy;





31. PAYROLL DEDUCTION OF DUES

- (a) The Board agrees to deduct from the earnings of each Police Officer covered by this Agreement, the regular Association dues and to submit by cheque regularly each month to the Association the full amount of dues so collected.
- (b) The Board shall deduct the current monthly Association dues from all employees whether such employees are members or non-members of the Association. The Association and the Board agree that membership in the Association is on a voluntary basis,
- (c) The Association will save the Board harmless from any and all claims which may be made against the Board for amounts deducted from employee's pay as herein provided.

32. MOTORCYCLE HAZARD PAY

Police Officers riding motorcycles will receive \$5.00 per month for, actual time on such duty.

33. DATE OF AGREEMENT

- (a) This Agreement shall come into effect on the 01st day of February 1988, and shall remain in force to the 31st day of January 1989 and thereafter from year to year until notice of amendment or termination is given by either party not less than thirty days and not more than ninety days before its' anniversary date.
- (b) Amendments to this Agreement must be submitted within the period set out in Article 33(a) and if no amendments are submitted as herein provided then this Agreement shall continue in effect for a further year without change and so on from year to year thereafter.

34. POLICE ACT


Nothing herein contained shall be deemed to alter, vary, modify or abrogate the Police Act, Revised Statutes of Ontario, 1970 or amendments, hereto, or any other Act or Regulation having the force of law in Ontario.

- 35. The parties agree to establish a joint committee to review the Pay Equity Legislation.


WITNESS THE Board of Commissioners of Police for the City of Sault Ste. Marie attested to by the hand of its' Chairman, this 20 day of July 1988 and the Bargaining Committee attested to by the hands of its' Members respectively, this 18 day of July 1988.

THE BARGAINING COMMITTEE OF THE  
SAULT STE. MARIE POLICE ASSOCIATION


THE BOARD COMMISSIONERS  
OF POLICE BY

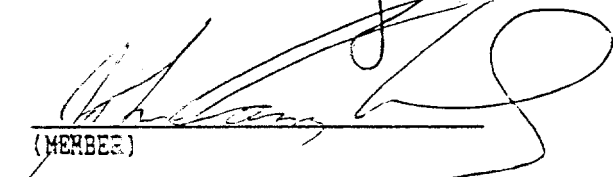
  
(MEMBER)

  
(CHAIRMAN)

  
(MEMBER)

  
(SECRETARY)

  
(MEMBER)

  
(MEMBER)

## SCHEDULE OF SALARIES

FEBRUARY 01ST, 1988

<u>RANK</u>	<u>ANNUAL</u>	<u>MONTHLY</u>	<u>BI-WEEKLY</u>	<u>DAILY</u>	<u>HOURLY</u>	<u>OVERTIME</u>
Staff Sergeant	48,943.	4,078.58	1,882.40	188.24	23.53	35.29
Sergeant/Detective	44,206.	3,683.83	1,700.00	170.00	21.25	31.87
1st Class Constable	39,470.	3,289.17	1,518.40	151.84	18.98	28.47
2nd Class Constable	35,523.	2,960.25	1,366.40	136.64	17.08	25.62
3rd Class Constable	31,576.	2,631.33	1,214.40	121.44	15.18	22.77
4th Class Constable	27,629.	2,302.42	1,062.40	106.24	13.28	19.92
Specialist Pay	41,838.	3,486.50	1,608.80	160.88	20.11	30.16
Career Development Training Pay	41,049.	3,420.75	1,578.40	157.84	19.73	29.59

## SCHEDULE OF SALARIES

JULY 01ST, 1988

<u>RANK</u>	<u>ANNUAL</u>	<u>MONTHLY</u>	<u>BI-WEEKLY</u>	<u>DAILY</u>	<u>HOURLY</u>	<u>OVERTIME</u>
Staff Sergeant	50,220.	4,185.00	1,931.20	193.12	24.14	36.21
Sergeant/Detective	45,360.	3,780.00	1,744.80	174.48	21.81	32.71
1st Class Constable	40,500.	3,375.00	1,557.60	155.76	19.47	29.20
2nd Class Constable	36,450.	3,037.50	1,401.60	140.16	17.52	26.28
3rd Class Constable	32,400.	2,700.00	1,246.40	124.64	15.58	23.37
4th Class Constable	28,350.	2,362.50	1,090.40	109.04	13.63	20.44
Recruit Constable	24,300.	2,025.00	934.40	93.44	11.68	17.52
Specialist Pay	42,930.	3,577.50	1,651.20	165.12	20.64	30.96
Career Development Training Pay	42,120.	3,510.00	1,620.00	162.00	20.25	30.37

## LETTER OF AGREEMENT

In accordance with article 15(e) of the 1986 working agreement between the Board of Commissioners of Police and the Sault Ste. Marie Police Association, this letter of agreement between said parties shall be deemed to amend the sections of said contract as they **apply** to members working in the Uniform Division, Patrol Branch only.

**The Board of Commissioners of Police agree to a compressed work week** subject to the following conditions:

1. The Commission agrees to enter into a five year trial period of the compressed work week, commencing in 1987 under the following conditions,:

(a) The Association acknowledges that the Commission has reasonable concerns regarding a compressed work week and they are as follows:

- (i) Lost time due to sickness may increase.
- (ii) Lost time due to compensation may increase.
- (iii) Wages for off duty court appearance may increase.
- (iv) Overtime may increase.
- (v) Productivity may decrease.
- (vi) Motor vehicle accidents involving patrol cars may increase due to fatigue.
- (vii) Patrol officers may become involved in part time employment or business endeavors to the detriment: of their performance of police duties *or* the reputation of the Force.

(b) A close study will be maintained of the preceding concerns, and any other that arise, and any negative results that cannot be remedied and are of a significant nature, may give **cause** to discontinue the condensed work week schedule.

2. In recognition of the preceding concerns the Association agrees that the Committee consisting of the Chief of Police, Deputy Chief of police, or their designates, and three representatives of the Association formed to study implementation of a compressed work week continue to exist as the Compressed Work **Week** Committee (CWWC). This Committee will meet on a need basis to address problems that arise, and make recommendations regarding necessary adjustments of the compressed work week.

3. It is acknowledged that the compressed work week schedule will be implemented in the Patrol Branch only and for a five year trial period. Prior to the conclusion of each of the five years either the Association or the Commission, may without prejudice or cause indicate their intention to discontinue compressed work week. Should this occur the Patrol Branch will revert to the working schedule they are currently on at the commencement **of** the following year.
4. It is acknowledged that the compressed work week is only **a** new scheduling concept and will not increase or decrease the total **hours** a patrol officer is on or off duty **each** year, nor will it increase or decrease benefits such **as** vacation, statutory holidays, sick time or any other regulated **absence** from duty.
5. The CWWC rationalize the accumulated time factor to reduce it to the lowest level possible.
6. Any item not resolved by the Committee shall be referred to arbitration for resolution.

#### GRIEVANCE PROCEDURE

A new article 8(c) to be included:

Notwithstanding **this** section, any grievance that is a direct result of the compressed work week will be forwarded, with **a copy** to the Chief of Police, to the Compressed Work Week Committee to examine the grievance and to make recommendations to the Chief of Police and to the member. If such recommendation is not accepted by either party, or the CWWC cannot resolve the matter, the normal grievance procedure will be followed. The time period referred to in clause 8(a) - step 1 will begin when the CWWC determines the grievance cannot be resolved.

#### ARTICLE 13

This article to be amended to read:

All Police Officers covered by this agreement shall receive the following shift premium: - \$0.10 per hour for **any shift:** which commences after 2:00 p.m. **and** a shift premium of \$0.20 **per** hour for any shift commencing at or after 6:00 p.m.

ARTICLE 15 (b)

This section to be amended to read:

(i) Each Police Officer shall have one forty-five minute and one thirty minute lunch or rest period during his shift of duty. All rest or lunch periods shall be taken at times set by the Chief of Police. These rest or lunch periods are granted as compensation for the time each officer must spend immediately prior to the start of his shift of duty to make himself familiar with the duties for that shift.

(ii) Officers, being members of the Uniform Division, Patrol Branch, shall be divided into four platoons and each platoon shall consist of one uniformed Desk Sergeant together with Constables in number as designated by the Chief of Police.

(iii) The length of a normal tour of duty shall be twelve consecutive hours. The work week shall be comprised of four consecutive shifts as follows:

one day shift, followed by twelve hours off duty,  
one day shift, followed by twenty-four hours off duty,  
one night shift, followed by twelve hours off duty,  
one night shift followed by ninety-six hours off duty,

A day shift shall commence at 7:00 a.m. and a night shift shall commence at 7:00 p.m.

(iv) A swing shift commencing at 3:00 p.m. and ending at 3:00 a.m. may be implemented at the direction of the Chief of Police. Such swing shift shall be manned by moving no more than 3 Officers from either the day shift and/or the night shift providing that sufficient officers remain on the normal shift to meet minimum requirements.

(v) A person assigned to a swing shift shall be assigned to work the swing shift for the four shifts that make up that week. Notwithstanding the foregoing, an officer may, at the discretion of the Chief of Police, be scheduled to work a swing shift whereby he is moved from his night shift.

(vi) The foregoing does not prohibit the Chief of Police, in the case of an emergency, from altering the day shift to work from 10:00 a.m. to 10:00 p.m. and the night shift to work from 3:00 p.m. to 3:00 a.m.

Wherein it is refers to the exception to the time period between shifts the following will replace **said** paragraph:

The time periods between shifts do not apply to cases where personnel are assigned to **work** shifts and days off for the yearly realignment of platoon personnel, branch transfers, in **service** training, attending Police College and schools and **other** training courses. It is expressly understood that in **no** event shall an **officer**, over a 21 day period, be required to **work** more hours than if he had remained in the platoon schedule **and**

- (a) in the event of platoon realignment, no **officer** shall be scheduled to **work** more than 5 shifts; or
- (b) in the event of a transfer to an eight hour shift, **no** officer shall be scheduled to begin a **week** of five eight hour shifts without a minimum of 24 hours off prior to the commencement of the first eight hours shift *or* the return to the first twelve hour shift but in **no** event shall an officer be required to work more than 6 consecutive shifts.

It is agreed that the commencement of the 21 day period shall be the date of the transfer.

#### ARTICLE 15 (c)

Shall be amended to read:

Because of the change from the present schedule to the compressed work week and the consequent change in **working** hours, each Officer of a platoon shall receive an additional 110 hours of annual leave.

In the event that an officer **is** transferred to or from General Patrol part way through the year, his annual leave referred to in this article shall be calculated on a **pro rata** basis and adjusted accordingly.

In the event that any adjustment in this article results in time owing, such adjustment shall be completed within twelve **months** from the date of transfer or the date the member returns to **work**; such adjustment shall be made to *the* members leave.

ARTICLE 15(f)

A new article 15(f) to be included:

Starting time shall be adjusted so that the night shift and the day shift work an equal number of hours on the changeover to Daylight Saving time from Standard time and vice versa.

ARTICLE 17 (c)

Shall be amended to read:

Police Officers required to attend court during of duty hours shall be allowed accumulated time at the following rate:

- (1) Four hours accumulated time for the first hour or portion of an hour spent in court attendance and one hour for each hour or half hour thereafter.
- (2) Four hours accumulated time for the first hour or portion of an hour spent in court attendance and one hour for each hour or half hour thereafter when the member attends court on the same day as such member works a scheduled shift ending after 12:00 midnight or on a member's scheduled day off or on the 110 hours of leave as referred to in Article 15(c) of this Agreement for platoon members, when not taken as a block of one weeks vacation "ie" in a group of at least 48 hours.
- (3) Sixteen hours accumulated time when an officer is required to attend court on the officer's regular annual vacation referred to in Article 20(a) and Article 20(b) or on an Officer's statutory leave referred to in Article 20(c) or on the 110 hours of leave referred to in Article 15(c) of this Agreement for platoon members when taken as a block of one weeks vacation "ie" in a group of at least 48 hours.

It is understood that this section will apply to those days off that are contiguous with a member's scheduled annual vacation, statutory holiday leave or the 110 hours of leave referred to in Article 15(c) when taken as a block of one weeks vacation "ie" in a group of at least 48 hours.

- (4) Court cancellation must be given twenty-four (24) hours in advance of any leave or day off. Written notice delivered at a member's domicile will be deemed as acceptable notice.



**ARTICLE 19**

Shall be amended *to* read:

The schedule of **sick** allowance shall be **as** follows:

Under three months of <b>service</b>	<b>0 hours</b>
Three months to three years of service	<b>96 hours</b>
Three years to five years of service	<b>128 hours</b>
<b>Five</b> years to <b>ten years</b> of service	<b>168 hours</b>
Ten years <b>and</b> over of service	<b>224 hours</b>

The above accumulated sick allowance shall be used entirely as **sick** leave and **shall** not have any monetary value at the completion of a Police Officer's service **with** the **Board** whether retiring voluntarily or dismissed for cause.

(a) The length of service shall be calculated from the date of employment and such service **must** be continuous from the said date of employment.

(b) Such **sick** leave to be cumulative but in no case shall such **sick** leave exceed a period of one thousand, nine hundred and twenty (1,920) hours.

(c) Recognized hours off **shall** not be deducted from the accumulated **sick** leave.

(d) No Police Officer shall *draw*, during active service with the Police Force, **accumulated** sick leave **benefits** if absence from work is not due to illness as attested *by* the certificate of a medical practitioner.

ARTICLE 20

Shall be amended to read:

**Holidays**

(b) Annual leave granted by this section shall be **as** follows:

One to five years of service	80 hours
Five years to ten years of service	120 hours
Ten years to fifteen years of <b>service</b>	160 hours
Fifteen <b>years</b> to twenty-two years of service	200 hours
Over twenty-two years of service	240 hours

Where a **member** books 48 consecutive working hours **as annual** leave, the 96 hours immediately following said leave **shall** be deemed to **form** part of those holidays.

Such annual leave shall be with full pay.

(c) In addition to the annual leave **as** listed in the preceding article hereof, **each** Police Officer **shall** receive eighty-eight hours of statutory holidays which such Police Officer **will** have at the discretion of the Chief of Police: - New Years, Good Friday, Easter Monday, Victoria Day, Canada Day, Labour Day, Thanksgiving, Remembrance Day, Civic Holiday, Christmas Day, and Boxing Day.

It *is* understood that in the event that Heritage Day *is* proclaimed a holiday by the Federal Government then each member shall receive an additional eight hours of statutory leave *for* said Heritage Day.

In addition to the leave provided, a member required to work on a statutory holiday **shall be** paid at time and one-half his regular rate of pay for all hours worked during the 24 hours of the statutory holiday.

ARTICLE 24(a)

shall be amended to read:

The **Board** agrees that each Police Officer shall be entitled to be absent from duty for a maximum of **twenty-four hours with pay** upon **the** death of an Officer's wife, husband, son **daughter**, father, mother, sister, brother, grandfather, grandmother, father-in-law, **mother-in law**; such time not to affect annual leave or accumulated time.

If an officer requires additional compassionate leave, he may **apply** for and shall be granted **up to 12** additional hours of compassionate leave which shall be deducted from his **leave** entitlement.

ARTICLE: 25

Four members of the Police Association duly appointed or elected by the Police Association members for the purpose attending the Police Convention annually shall be granted leave of absence with **pay** for the time actually required to attend such conventions. Not more than four members shall be granted this privilege **at one** time. Such time not to affect annual leave or accumulated time.

In addition to the foregoing, three members of the Police Association shall be granted sufficient leave with pay to attend the Quarterly Meetings of the Ontario Police Association. Such time off shall not affect leave or accumulated time. In no **case** shall the time off with pay exceed an aggregate of two hundred and forty hours in any calendar year. Notwithstanding the foregoing, normally not more than one member will be granted leave from a platoon except at the discretion of the Chief of Police when sufficient manpower is available.

This letter of agreement shall come into effect on the 1st day of January, 1987 and shall remain in force to the 31st day of December 1987 and thereafter from year to year until notice of amendment or termination is given by either party not less than thirty days and not more than ninety days before its anniversary dat. The foregoing does not prohibit this letter from being amended at any time upon the mutual agreement of both parties.

Amendments to this agreement must be submitted within the period referred to above and if no amendments are submitted as herein provided then this agreement shall continue in effect for a further year without change and so on from year to year thereafter.

It is further agreed that any amendments to the working agreement that may impact on this letter of agreement shall apply mutatis mutandis to this letter of agreement.

Witness the Board of Commissioners of Police for the city of Sault Ste. Marie attested to by the hand of its' chairman, this 15<sup>th</sup> day of JAN, 1987 and the Bargaining Committee attested to by the hands of its' members, this 15<sup>th</sup> day of JAN, 1987.

The Bargaining Committee of the Sault Ste. Marie Police Association

[Signature]  
(member)  
[Signature]  
(member)  
[Signature]  
(member)  
[Signature]  
(member)

The Board of Commissioners of Police by

[Signature]  
(Chairman)  
[Signature]  
(Secretary)

Manning of General Patrol Police Cruisers

This Letter of Agreement between the said parties shall be deemed to amend Article 21 of the Collective Agreement for Police Officers.

The parties agree that this amendment is for a trial period of one year which may be extended by the agreement of both parties from year to year. Prior to the conclusion of each year either party may without prejudice or cause indicate their intention to discontinue this letter of agreement and revert back to the original Article 21 in the Police Officers Collective Agreement.

The Board agrees that the police cruisers on General Patrol shall be manned as follows:-

- (a) From 7:00 a.m. to 4:00 p.m., manning shall be in the discretion of the Chief of Police.
- (b) From 4:00 p.m. to 7:00 p.m., General Patrol zones shall each be policed by one two-man patrol cruiser or two one-man patrol cruisers, provided that there are at least two two-man patrol cruisers assigned.

This amendment is conditional that the Board provide at least two additional police vehicles for the use of the Uniform Division

- (c) From 7:00 p.m. to 7:00 a.m., all police cruisers shall be manned by two officers.

It is understood that this section does not apply to traffic or radar cruisers.

Witness the Board of Commissioners of Police for the city of Sault Ste. Marie attested to by the hand of its' chairman, this \_\_\_\_\_ day of \_\_\_\_\_, 1987 and the Bargaining Committee attested to by the hands of its' members, this 13<sup>th</sup> day of June, 1987.

The Bargaining Committee of the Sault Ste. Marie Police Association

[Signature]  
(member)

[Signature]  
(member)

[Signature]  
(member)

[Signature]  
(member)

The Board of Commissioners of Police by

[Signature]  
(Chairman)

[Signature]  
(Secretary)

UNIFORM CLOTHING AND EQUIPMENT

This Letter of Agreement between the said parties shall be deemed to amend Article 23 of the Collective Agreement for Police Officers.

The parties agree that this amendment is for a trial period extending to December 31, 1988. Assuming that both parties agree that this arrangement is acceptable it will be incorporated in the collective agreement effective as of February 1, 1989.

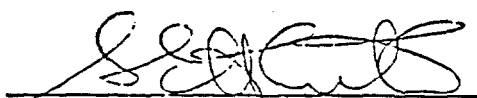
- (a) The Board and the Association agree that all uniforms and equipment shall be supplied to each officer on a need basis.

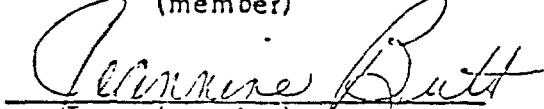
In September of each year a list outlining the clothing and equipment of a Uniform Officer shall be posted - from this list the officers shall indicate their needs for the following year.

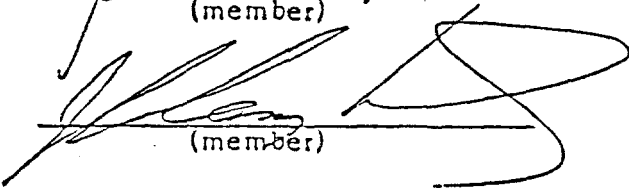
Witness the Board of Commissioners of Police for the City of Sault Ste. Marie attested to by the hand of its Chairman, this \_\_\_\_\_ day of \_\_\_\_\_ 1987 and the Bargaining Committee attested to by the hands of its Members this 18th day of June /87.

The Bargaining Committee of the  
Sault Ste. Marie Police Association

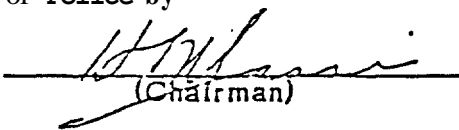
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(member)

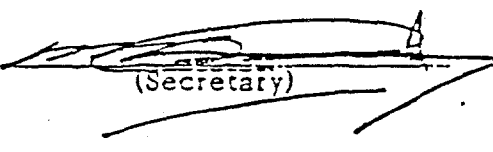
  
\_\_\_\_\_  
(member)

  
\_\_\_\_\_  
(member)

  
\_\_\_\_\_  
(member)

The Board of Commissioners  
of Police by

  
\_\_\_\_\_  
(Chairman)

  
\_\_\_\_\_  
(Secretary)

LETTER OF AGREEMENT

In accordance with article 15(e) of the 1986 working agreement between the Board of Commissioners of Police and the Sault Ste. Marie Police Association, this letter of agreement between said parties shall be deemed to amend the sections of said contract as they apply to members working in the Identification Branch, Criminal Investigation Division only.

The Board of Commissioners of Police agree to a compressed work week subject to the following conditions:

1. The Commission agrees to enter into a five year trial period of the compressed work week, commencing in 1988 under the following conditions:

(a) The Association acknowledges that the Commission has reasonable concerns regarding a compressed work week and they are as follows:

- (i) Lost time due to sickness may increase.
- (ii) Lost time due to compensation may increase.
- (iii) Wages for off duty court appearance may increase.
- (iv) Overtime may increase.
- (v) Productivity may decrease.
- (vi) Motor vehicle accidents involving patrol cars may increase due to fatigue.
- (vii) Identification officers may become involved in part time employment or business endeavors to the detriment of their performance of police duties or the reputation of the Force.

(b) A close study will be maintained of the preceding concerns, and any other that arise, and any negative results that cannot be remedied and are of a significant nature, may give cause to discontinue the condensed work week schedule.

2. In recognition of the preceding concerns the Association agrees that the Committee consisting of the Chief of Police, Deputy Chief of police, or their designates, and three representatives of the Association formed to study implementation of a compressed work week continue to exist as the Compressed Work Week Committee (CWWC). This Committee will meet on a need basis to address problems that arise, and make recommendations regarding necessary adjustments of the compressed work week.

3. It is acknowledged that the compressed work week schedule will be implemented in the Identification Branch and for a five year trial period. Prior to the conclusion of each of the five years either the Association or the Commission, may without prejudice or cause indicate their intention to discontinue compressed work week. Should this occur the Identification Branch will revert to the working schedule they are currently on at the commencement of the following year.

4. It is acknowledged that the compressed work week is only a new scheduling concept and will not increase or decrease the total hours an officer is on or off duty each year, nor will it increase or decrease benefits such as vacation, statutory holidays, sick time or any other regulated absence from duty.

5. The CWWC rationalize the accumulated time factor to reduce it to the lowest level possible.

6. Any item not resolved by the Committee shall be referred to arbitration for resolution.

#### **GRIEVANCE PROCEDURE**

A new article 8(c) to be included:

Notwithstanding this section, any grievance that is a direct result of the compressed work week will be forwarded, with a copy to the Chief of Police, to the Compressed Work Week Committee to examine the grievance and to make recommendations to the Chief of Police and to the member. If such recommendation is not accepted by either party, or the CWWC cannot resolve the matter, the normal grievance procedure will be followed. The time period referred to in clause 8(a) - step 1 will begin when the CWWC determines the grievance cannot be resolved.

#### **ARTICLE 13**

This article to be amended to read:

All Police Officers covered by this agreement shall receive the following shift premium: - \$0.10 per hour for any shift which commences after 12:00 noon.



**ARTICLE 15 (b)**

This section to be amended to read:

(i) Each Police Officer **shall** have one forty-five minute and one thirty minute lunch or rest **period** during his shift of duty. All rest or lunch periods shall be taken at times set by the **Chief of Police**. These rest or lunch **periods** are granted as compensation for the time each officer must spend immediately prior to the **start** of his shift of duty to make himself familiar with the duties for that shift.

(ii) The length of a normal *tour* of duty **shall** be twelve consecutive hours. The **work** week **shall** be comprised of **four** consecutive shifts as follows:

one **day shift**, followed by **twelve hours off duty**,  
one day shift, followed by nineteen hours off duty,  
one night shift, followed by **twelve hours off duty**,  
one night shift followed by **one hundred and one hours off duty**.

A **day shift shall** commence at **7:00 a.m.** and a **night shift** shall commence at **14:00 hours**.

(iii) The shift schedule **may** be altered to allow the scheduled night shift officer to be required to work day shift when a **day** shift officer is not available due to holidays, sickness, school, etc.

(iv) The foregoing **does** not prohibit the Chief of Police, in the case of an emergency, from altering the day shift to **work** from **10:00 a.m.** to **10:00 p.m.** and the night shift to work from **3:00 p.m.** to **3:00 a.m.**

Wherein it is refers to the exception to the time period between shifts, the following will replace said paragraph:

The time periods between shifts do not **apply** to cases where personnel are assigned to work shifts and days off for the yearly realignment of platoon personnel, branch transfers, in service training, attending Police College and schools and other training courses. It is expressly understood that in no event **shall** an officer, over a 21 day period, be required to work more hours than **if** he had remained in the platoon schedule and

- (a) in the event of platoon realignment, no officer **shall** be scheduled to work more than 5 shifts; **or**
- (b) in the event of a transfer to an eight hour shift, no officer **shall** be scheduled to **begin** a week of five eight hour shifts without a minimum of 24 hobs off prior to the commencement of the first eight hours shift **or** the return to the first twelve hour shift but in no **event** shall **an officer be** required to work more than 6 consecutive shifts.

It is agreed that the commencement of the 21 **day** period shall be the date of the transfer.

#### ARTICLE 15 (c)

Shall be amended to read:

**Because** of the change from the present schedule to the compressed work week **and** the consequent change in working hours, each Identification officer working the 12-hour compressed work week **shall** receive an additional 110 hours of **annual** leave.

In the event that an officer is transferred to or from the compressed work week part way through the year, his **annual** leave referred to in this article shall be calculated on a pro rata basis **and** adjusted accordingly.

In the event that any adjustment in this article results in time owing, such adjustment shall be completed within twelve months from **the** date of transfer or the date the member returns to work; such adjustment shall be made to the members leave.

ARTICLE 17 (c)

shall be amended to read:

Police Officers required to attend court during off duty hours shall be allowed accumulated time at the following rate:

- (1) Four hours accumulated time for the first hour or portion of an hour spent in court attendance and one hour for each hour or half hour thereafter.
- (2) Four hours accumulated time for the first hour or portion of an hour spent in court attendance and one hour for each hour or half hour thereafter when the member attends court on the same day as such member works a scheduled shift ending after 12:00 midnight or on a member's scheduled day off or on the 110 hours of leave as referred to in Article 15(c) of this Agreement for platoon members, when not taken as a block of one weeks vacation "ie" in a group of at least 48 hours.
- (3) Sixteen hours accumulated time when an officer is required to attend court on the officer's regular annual vacation referred to in Article 20(a) and Article 20(b) or on an Officer's statutory leave referred to in Article 20(c) or or the 110 hours of leave referred to in Article 15(c) of this Agreement for platoon members when taken as a block of one weeks vacation "ie" in a group of at least 48 hours.

It is understood that this section will apply to those days off that are contiguous with a member's scheduled annual vacation, statutory holiday leave or the 110 hours of leave referred to in Article 15(c) when taken as a block of one weeks vacation "ie" in a group of at least 48 hours.

- (4) Court cancellation must be given twenty-four (24) hours in advance of any leave or day off. Written notice delivered at a member's domicile will be deemed as acceptable notice.

**ARTICLE 19**

shall be amended to read:

The schedule of sick allowance **shall be as follows:**

Under three months of service	0 hours
Three months to three years of service	96 hours
Three years to five years of service	128 hours
Five years to ten years of service	168 hours
Ten years and over of service	224 hours

The above accumulated **sick** allowance shall be **used** entirely as **sick** leave and **shall not have** any monetary **value** at the completion of a Police Officer's service with the Board whether retiring voluntarily or **dismissed** for **cause**.

(a) The length of service shall be calculated **from** the date of employment and such service must be continuous from the said date of employment.

(b) Such **sick** leave to be cumulative but in no case shall such sick leave exceed a period of one thousand, nine hundred and twenty (1,920) hours.

(c) Recognized **hours** off shall not be deducted from the accumulated sick leave.

(d) No Police Officer shall draw, during active service with the Police Force, accumulated sick leave benefits if absence from work is not due to illness as attested by the certificate of a medical practitioner.

**ARTICLE 20**

Shall be amended to read:

**Holidays**

(b) Annual leave granted by this section shall be as follows:

One to five years of service	80 hours
Five years to ten years of service	120 hours
Ten years to fifteen years of service	160 hours
Fifteen years to twenty-two years of service	200 hours
Over twenty-two years of service	240 hours

Where a member books 48 consecutive working hours as annual leave, the 96 hours immediately following said leave shall be deemed to form part of those holidays.

Such annual leave shall be with full pay.

(c) In addition to the annual leave as listed in the preceding article hereof, each Police Officer shall receive eighty-eight hours of statutory holidays which such Police Officer will have at the discretion of the Chief of Police: - New Years, Good Friday, Easter Monday, Victoria Day, Canada Day, Labour Day, Thanksgiving, Remembrance Day, Civic Holiday, Christmas Day, and Boxing Day.

It is understood that in the event that Heritage Day is proclaimed a holiday by the Federal Government then each member shall receive an additional eight hours of statutory leave for said Heritage Day.

In addition to the leave provided, a member required to work on a statutory holiday shall be paid at time and one-half his regular rate of pay for all hours worked during the 24 hours of the statutory holiday.

**ARTICLE 24(a)**

Shall be amended to read:

The Board agrees that each Police Officer shall be entitled to be absent from duty for a maximum of twenty-four hours with pay upon the death of an Officer's wife, husband, son daughter, father, mother, sister, brother, grandfather, grandmother, father-in-law, mother-in law; such time not to affect annual leave or accumulated time.

If an officer requires additional compassionate leave, he may apply for and shall be granted up to 12 additional hours of compassionate leave which shall be deducted from his leave entitlement.

**ARTICLE 25**

Four members of the Police Association duly appointed or elected by the Police Association members for the purpose attending the Police Convention annually shall be granted leave of absence with pay for the time actually required to attend such conventions. Not more than four members shall be granted this privilege at one time. Such time not to affect annual leave or accumulated time.

In addition to the foregoing, three members of the Police Association shall be granted sufficient leave with pay to attend the Quarterly Meetings of the Ontario Police Association. Such time off shall not affect leave or accumulated time. In no case shall the time off with pay exceed an aggregate of two hundred and forty hours in any calendar year. Notwithstanding the foregoing, normally not more than one member will be granted leave from a platoon except at the discretion of the Chief of Police when sufficient manpower is available.


This letter of agreement shall come into effect on the 1st day of May, 1988 and shall remain in force to the 31st day of December 1988 and thereafter from year to year until notice of amendment or termination is given by either party not less than thirty days and not more than ninety days before its anniversary date. The foregoing does not prohibit this letter from being amended at any time upon the mutual agreement of both parties.

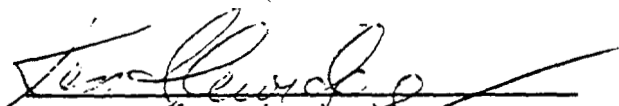
Amendments to this agreement must be submitted within the period referred to above and if no amendments are submitted as herein provided then this agreement shall continue in effect for a further year without change and so on from year to year thereafter.

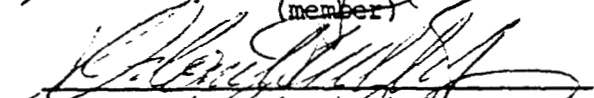
It is further agreed that any amendments to the working agreement that may impact on this letter of agreement shall apply mutatis mutandis to this letter of agreement.

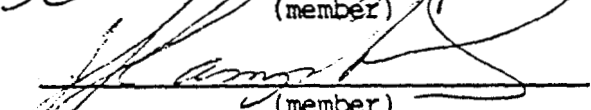
Witness the Board of Commissioners of Police for the city of Sault Ste. Marie attested to by the hand of its' chairman, this 6<sup>th</sup> day of MAY, 1988 and the Bargaining Committee attested to by the hands of its' members, this 8<sup>th</sup> day of MAY, 1988.

The Bargaining Committee of the  
Sault Ste. Marie Police Association

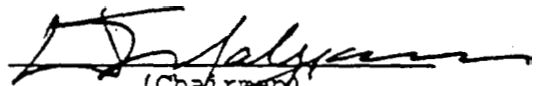
  
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The Board of Commissioners  
of Police by

  
\_\_\_\_\_  
(Chairman)

  
\_\_\_\_\_  
(Secretary)