

**SAULT STE. MARIE POLICE ASSOCIATION  
2008 - 2010 POLICE COLLECTIVE AGREEMENT**

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This Agreement made this 22nd day of July, 2008.

***BETWEEN:***

***THE SAULT STE. MARIE POLICE SERVICES BOARD***

(Hereinafter called the "Board")  
of the first part

- and -

***SAULT STE. MARIE POLICE ASSOCIATION***

(Hereinafter called the "Association")  
of the second part

Pursuant to the provisions of the Police Services Act (Revised Statutes of Ontario, 1990, Chapter P.15) and amendments thereto,

And in consideration of the mutual agreement and understandings herein,

And 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 in order 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.

Nothing herein contained shall be deemed to alter, vary, modify or abrogate the Police Services Act (1990), Revised Statutes of Ontario, or any Amendments or Act or Regulations having the force of law in Ontario.

**ARTICLE 1:00 INTERPRETATION**

1.01 Except where a contrary intention appears, in this Agreement:

- (a) **"Chief"** means the Chief of Police or relieving Chief of Police, from time to time, of the Service;
- (b) **"Service"** means the Sault Ste. Marie Police Service;

- (c) **"Member"** means any person in the Bargaining Unit as prescribed in Article 4.00;
- (d) **"Seniority"** means the length of service of a member with the Service from his last date of hiring including any period of leave of absence, extended sick leave or prolonged disability except that members holding the same rank shall be ranked for purposes of seniority according to the length of their service in that rank. Where two or more members have the same length of service, the Board shall determine the order of seniority;
- (e) **"Shift"** means the number of normally scheduled hours worked in a single day in a scheduled week of work e.g.: eight hours in a five day, forty hour period; twelve hours in a four day, forty-eight hour period.

1.02 In this Agreement the use of the masculine gender shall be interpreted to include the feminine gender, words in the singular include the plural and words in the plural include the singular, as the context requires.

#### **ARTICLE 2:00 RECOGNITION AND SCOPE**

- 2.01 All Police Officers of the Sault Ste. Marie Police Service shall be covered by this Agreement, except the Chief of Police, Deputy Chief of Police, and Members of the Senior Officers Association pursuant to section 118 of the Police Services Act.
- 2.02 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 members 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.

#### **ARTICLE 3:00 MANAGEMENT RIGHTS**

- 3.01 The Association acknowledges that, subject to the provisions of the Police Services Act and the Regulations made thereunder, 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 member 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 Service. The Board agrees that these functions will be exercised in a manner consistent with the general purpose of the intent of the Agreement.

**ARTICLE 4:00            ASSOCIATION RIGHTS**

- 4.01    The parties hereto mutually agree that any member may apply for admission to membership in the Association.
- 4.02    (a)        The Board agrees to deduct from the earnings of each member covered by this Agreement, the regular Association dues and other amounts, 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 and other amounts 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.
- 4.03    The Association shall provide the Board with a true copy of the Constitution and By-laws of the Association and any amendments thereto authorizing such dues and amounts.
- 4.04    The Board agrees that there shall be no discrimination, interference, intimidation, coercion or restraint practised or permitted by the Board against any such member by reason of his membership in or participation in the activities of the Association or the Bargaining Committee.
- 4.05    The Association agrees that there will be no intimidation, interference, restraint or coercion exercised or practised upon members of the Service by any member or representative of the Association or of the Bargaining Committee.

**ARTICLE 5:00            STRIKES**

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

**ARTICLE 6:00            GRIEVANCE PROCEDURE**

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

**STEP NO. 1**

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

**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 No. 2, and wishes to proceed further, it shall, within 15 days of the receipt of the Step No. 2 reply, notify the Board in writing that the matter is being referred to arbitration.

6.03 The time limits set forth in this procedure may be extended by the agreement of the parties.

**ARTICLE 7:00            ARBITRATION**

- 7.01 When either party request that a complaint or matter in dispute be submitted to Arbitration, such a request shall be made in writing in the manner provided for in the Police Services Act and the regulations thereunder.
- 7.02 No person may be appointed as an Arbitrator who has been involved in any attempt to negotiate or settle the complaint.
- 7.03 No matter may be submitted to the Arbitration which has not been properly carried through all previous steps of the grievance procedure.
- 7.04 At any stage of the grievance procedure, including Arbitration, the conferring parties may have the assistance of the member or members concerned and any necessary witnesses. All reasonable arrangements will be made to have witnesses available as required.

**ARTICLE 8:00            SALARIES**

- 8.01 Salary rates shall be paid in accordance with the scale set forth in the Schedules attached hereto.
- 8.02 The salary for the rank of Staff Sergeant shall be 124% of the salary for the rank of First Class Constable.
- 8.03 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.

- 8.04 The salary for a Second Class Constable shall be 90% of the salary for the rank of First Class Constable.
- 8.05 The salary for a Third Class Constable shall be 80% of the salary for the rank of First Class Constable.
- 8.06 The salary for a Fourth Class Constable shall be 60% of the salary for the rank of First Class Constable.
- 8.07 The salary rate for a Police Cadet shall be 55% 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 Police Cadet will be paid at the rank of a Fourth Class Constable. The period of time for a Police Cadet to be paid at 55% shall not exceed a maximum of six months.
- 8.08 This provision does not extend the period of time required to be eligible for advancement to Fourth Class Constable.

8.09 **Specialist Pay**

All members assigned to duties in the Forensic 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. Effective January 1, 2007 this percentage is set to reflect a pay increase of 25% of the difference. Such payment shall be in effect only during the period of time such member is assigned to the Forensic Identification Branch. Calculations, in this instance, recognize the base rate of pay of a First Class Constable as that set out in the appended Schedule of Salaries and does not include the Municipal Policing Allowance where applicable.

8.10 **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 one year. Such constable so assigned shall receive a pay increase of 4% of the rate of a First Class Constable. Effective January 1, 2007 such constable so assigned shall receive a pay increase of 2% of the rate of a First Class Constable. Calculations, in this instance, recognize the base rate of pay of a First Class Constable, as that set out in the appended Schedule of Salaries and does not include the Municipal Policing Allowance where applicable. This provision is not intended to reduce the authorized complement of Sergeants.

Constables may be assigned to Investigation Services, Detective Branch and/or Intelligence Branch, other than for career development training, in a plainclothes constable capacity. Constables so assigned shall receive a pay raise of 4% of the rate of pay of a First Class Constable. Effective January 1, 2007 constables so assigned shall receive a pay raise of 2% of the rate of pay of a First Class Constable. Calculations, in this instance, recognize the base rate of pay of a First Class Constable as that set out in the appended Schedule of Salaries and does not include the Municipal Policing Allowance where applicable.

A committee consisting of an equal number of Association Members and Management shall provide recommendations concerning career development to the Chief of Police for consideration and final approval.

Any member assigned to the Detective Branch for accommodation due to temporary disability as certified by a medical certificate or pregnancy shall not receive a pay raise as described in this section.

8.11 **Coach Officer**

Members assigned as coach officer will receive a premium of \$250.00 per assignment or \$100.00 per month, whichever is greater, for each Fourth Class Constable assigned to them for coaching. Where more than one coach officer is assigned to the same member the coach officer pay will be prorated.

8.12 **Municipal Policing Allowance**

Effective January 1, 2006, a Municipal Policing Allowance will be introduced as follows:

After completing 8 years of continuous service – 2% of the base rate of a First Class Constable.

After completing 17 years of continuous service – 4% of the base rate of a First Class Constable.

After completing 23 years of continuous service – 6% of the base rate of a First Class Constable.

Effective January 1, 2007:

After completing 8 years of continuous service – 3% of the base rate of a First Class Constable.

After completing 17 years of continuous service – 6% of the base rate of a First Class Constable.

After completing 23 years of continuous service – 9% of the base rate of a First Class Constable.

“Years of service” shall include all verified service as a sworn police officer for existing members. For any new member joining the Sault Ste. Marie Police Service after July 31, 2007, “years of service” shall only include service as a sworn police officer, with the Sault Ste. Marie Police Service.

The Municipal Policing Allowance applies to all ranks represented by the Association.

The Municipal Policing Allowance shall be included in a member’s base salary, for the purposes of pension contributions and premium calculations including overtime, shift premiums, call out, court time, crown interviews, statutory holidays, Kelly time, vacation, short term disability, WSIB, and special duty. It is not included in the base rate of a first class constable, as set out in the Schedule of Salaries attached hereto, for the purposes of calculating annual increases.

- 8.13 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.

**ARTICLE 9:00           SHIFT PREMIUM**

- 9.01 All members covered by the Agreement, except members in the Patrol Services Uniform Branch, shall receive the following shift premium: \$.15 per hour for any shift which commences after 2:00 p.m. and ends before midnight and a shift premium of \$.25 per hour for any member who works a shift commencing after 4:00 p.m..

- 9.02 All members in the Patrol Services Uniform Branch shall receive the following shift premium: \$.15 per hour for any shift which commences after 2:00 p.m. and a shift premium of \$.25 per hour for any shift commencing at or after 5:30 p.m..



**ARTICLE 10:00 SERVICE BADGE**

10.01 All members of the Sault Ste. Marie Police Service will receive a service badge for each five year period of continuous service.

**ARTICLE 11:00 HOURS OF DUTY**

11.01 Members of the Detective Branch and Traffic Branch 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.

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 member 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.

Each member shall have a rest or lunch period of sixty 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 member must spend immediately prior to the start of his shift of duty to make himself familiar with his duties for that shift.

11.02 Members of the Uniform Branch shall be divided into four platoons and each platoon shall consist of one uniformed Staff Sergeant together with Constables in number as designated by the Chief of Police. The length of a normal tour of duty shall be twelve consecutive hours.

The compressed work week shall be comprised of four consecutive shifts as follows:

one day shift followed by 12 hours off duty,  
 one day shift followed by 24 hours off duty,  
 one night shift followed by 12 hours off duty,  
 one night shift followed by 96 hours off duty.

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

Each member in the Uniform Branch 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 member must spend immediately prior to the start of his shift of duty to make himself familiar with his duties for that shift.

- (1) 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 three (3) members from either the day shift and/or the night shift providing that sufficient members remain on the normal shift to meet minimum requirements.
- (2) A member 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, a member may, at the discretion of the Chief of Police, be scheduled to work a swing shift whereby he is moved from his night shift.
- (3) The foregoing does not prohibit the Chief of Police, in the case of an emergency or other special circumstances requiring additional staffing, 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.
- (4) 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.

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 a member be required to work more hours than if he had remained in the platoon schedule.

It is agreed that the commencement of the first scheduled day off in the changeover period shall be the date of the transfer.

- (i) In the event of platoon realignment, no officer shall be scheduled to work more than 5 consecutive shifts; or
- (ii) In the event of a transfer to any other shift schedule, no member 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 hour shift or the return to the first twelve hour shift but, in no event shall a member be required to work more than six consecutive shifts.

11.03 Because of the change from the shift to the platoon system and consequent change in working hours, each member of a platoon in the Uniform Branch shall receive an additional 110 hours of annual leave.

In the event that a member is transferred to or from the Uniform Branch partway 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 member's leave.

Notwithstanding the above provision, it is understood and agreed that a member off work on Workplace Safety and Insurance Board benefits, or who is off on Short Term Disability, 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.

11.04 The Sergeant in charge, or the Inspector in charge of working schedules, may at the request in writing of any two members, allow such two members to change with each other their shifts or hours of duty, providing they have eight hours rest.

- 11.05 Starting times 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.
- 11.06 The parties agree and understand that the compressed work week schedule outlined above is intended as an alternative to the eight hour shift schedule. The parties further agree that this scheduling alternative shall not result in either an increase or decrease in the total hours a member is on or off duty in any calendar year, nor will it result in an increase in costs of operating the service, which costs shall include the costs of vacations, statutory holidays, court time, casual days, or regulated absences from duty when compared to the eight hour shift schedule for Patrol Services Uniform Branch officers contained in Article 15(b) of the 1989-1990 Sault Ste. Marie Collective Agreement for Police Officers.

11.07 **Canine Unit**

The Canine Unit will operate on the following three week rotating schedule with Sunday, Monday, and Tuesday as fixed days off.

Week 1	1900 - 0500
Week 2	1900 - 0500
Week 3	0800 - 1800

In compensation for time expended for the required regular care and maintenance of the Police dog, the Canine Handler will, during Week 3 of the above rotation, receive ten hour of Approved Time Off in compensation for such maintenance. This allowance will be non-cumulative. Where the Canine Handler schedules leave during Week 3, or any part thereof, he or she will be compensated with ten hours of Approved Time to be taken during the week that the period of leave falls in.

When the Canine Handler has a week of scheduled leave that falls within Week 3, he or she will be required to take 30 hours of Annual Leave and an additional 10 hours of Authorized Time Off to complete a 40 hour week. This week of leave will be considered as a complete week of Annual Leave for court purposes.

The establishment of a Canine Unit shall not in any way affect the staffing of patrol vehicles as defined in the collective agreement.

The Canine Handler will be outfitted as a Containment Team Member with regards to operational equipment with the exception that the Canine Handler will be entitled to a double boot allowance annually. The Canine Handler will be supplied with a Police Service vehicle to transport the Police dog for the duration of their assignment to the Canine Unit. The Canine Handler shall be given one extra locker in order to store equipment needed for the care and maintenance of the Police dog.

The Police dog shall remain the property of the Police Service. All expenses associated with the care and maintenance of the Police dog shall be paid by the Police Service. When necessary during any absence from their place of residence, expenses incurred to board the Police dog at an approved kennel shall be paid by the Police Service. An allowance in the amount of Seven Hundred and Fifty dollars (\$750.00) will be paid annually in lieu of any other compensation for the time spent with the Police dog that is extraneous to the Canine Handler's regular working schedule. Such amount will be paid on the pay day immediately prior to December 1<sup>st</sup> of each year. A member assuming the duties of Canine Handler in a given year shall receive a prorated amount, in that year, proportional to the number of days assigned.

## **ARTICLE 12:00 OVERTIME**

- 12.01 Members 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 January 1, 2004.
- 12.02 A member, who is called out for overtime duty, shall be entitled to receive four (4) hours pay for the first hour (or part thereof) of overtime and one and one half times his regular salary for all time worked subsequent to the first hour.
- 12.03 Overtime opportunity will be distributed as equitably as possible in accordance with the current mutually agreed upon card index system. In the event an employee is not provided an opportunity as per this system, his card shall remain at the front of the card box for the next opportunity or opportunities equivalent to the missed opportunity.

## **ARTICLE 13:00 COURT TIME**

- 13.01 The Board agrees that a card system will be set up governing a members appearance in court during off duty hours to show whether the member has been allocated a witness fee or court time. The card will be signed and the length of the member's court appearance shown thereon by the officer in charge of court.
- 13.02 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 in the following section 13.03.
- 13.03 Members required to attend court during off duty hours shall be allowed accumulated time at the following rates:
- (1) Six 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) Six 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 11.03 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 a member is required to attend court on the member's regular annual vacation referred to in Article 16.01 and Article 16.02 or on a member's annual statutory holiday leave referred to in Article 16.03 or on the 110 hours of leave as referred to in Article 11.03 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 11.03 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 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.
- 13.04 (1) Morning and afternoon attendance in court shall be paid for as separate appearances for Article 13.03(1) and Article 13.03(2). Notwithstanding Article 13.03(1) and Article 13.03(2), the accumulated court time for the first hour or portion thereof of an afternoon attendance shall be five hours unless such appearance is the member's first appearance of the day. In such cases, Article 13.03(1) and Article 13.03(2) shall apply.
- (2) Morning court is deemed to end at the noon hour adjournment. For the purposes of this section "noon hour adjournment" shall be deemed to be a court ordered adjournment which commences between 12:00 hours and 13:00 hours.
- (3) It is agreed that where no noon hour adjournment is ordered by the court, such adjournment shall be deemed to have occurred three (3) hours after the member was scheduled to attend court.
- 13.05 Notwithstanding the provision for payment of court time, where attendance at court occurs with a shift change pursuant to Article 11.04 herein, there will be no court time paid unless:
- (1) The member 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 member has changed to.
- 13.06 On the pay day immediately prior to December 1st in each year, every member who has accumulated court time shall be paid such court time at the member's prevailing rate of pay.
- 13.07 (1) Retired members subpoenaed to attend court as a result of their duties as a police officer shall be entitled to court payment under Article 13.03(1) for a period of up to one (1) year subsequent to their retirement.
- (2) Retired members subpoenaed to attend court as a result of their duties as a police officer, in their second year of retirement, shall be entitled to court payment of \$100.00 per day, less any conduct/appearance pay.
- 13.08 A member charged with and subsequently acquitted of a criminal or statutory offence arising out of acts committed in the performance in good faith of the member's duties as a Police Officer or as a result of being a member of the Police Service shall be entitled to the provisions outlined in Article 13:00.
- 13.09 In the event of a hearing conducted under the Police Services Act and where the Chief of Police has control over the hearing dates, all reasonable attempts will be made to have the hearing scheduled on time where the subject officer is scheduled to work day shift. Consideration will also include changing the subject officer's schedule to day shift providing the Service is able to meet adequate staffing levels.
- 13:10 A member who attends court during regular duty shall be paid for hours in excess of his regular duty in accordance with the overtime provisions of the collective agreement and not the court time provisions.

- 13:11 A member while on Short Term Disability, Long Term Disability, Pregnancy Leave, Parental Leave, or a Leave of Absence shall be deemed to be on duty and will receive 100% of their normal day shift rate of pay for the purpose of attending court.

**ARTICLE 14:00           WORKPLACE SAFETY & INSURANCE BOARD**

- 14.01 A member 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 member shall receive full salary. Any loss of time from duty as aforesaid shall not in any way affect accumulative sick leave.

The Board will develop a formula with the aim to ensure a member in receipt of Workplace Safety & Insurance Board benefits will receive take home pay equal to that which he would receive were he working his regular schedule. If the Association agrees with the formula Article 14.00 will be interpreted, from that point on, in accordance with that formula.

**ARTICLE 15:00           LONG TERM / SHORT TERM PROTECTION PLAN**

- 15.01 Members of the Service who have accumulated a sick time bank shall have said bank frozen effective June 5<sup>th</sup>, 1989. Members will then be credited with five (5) casual days as per Article 15.02.

15.02 **Casual Days**

Members who have completed three (3) months of continuous service will be allowed up to five (5) paid, non-accumulative days per calendar year to provide for illness or disability of three (3) working days or less. Members off sick for more than three consecutive days must begin the short term protection plan. Members who have less than three (3) casual days will begin the short term protection plan as soon as their casual days (if any) are exhausted.

- 15.03 In the event a member, after reporting for duty, reports sick after the completion of more than one-half (1/2) of his/her regular shift, they shall be paid as if they had worked their full shift and no sick time or any other time will be deducted. In the event a member, after reporting for duty, reports sick before they have completed one-half (1/2) of their shift, they will be paid as if they had worked their full shift and one-half of a casual day will be deducted, or, if there are no casual days available, the member will be paid the balance of their shift in accordance to the short term protection plan.

- 15.04 A certificate from a qualified medical practitioner may be required for any absence and the Board will pay any fees required to obtain the certificate.

- 15.05 Due to the provision by the Board of a sick leave plan, the Association acknowledges that the Employment Insurance premium reductions as are allowed from time to time shall be retained by the Board.

15.06 **Short Term Disability**

While a member is off duty on short term disability, the following conditions shall apply:

- (1) The member shall continue to maintain his seniority with the Service;
- (2) The member shall receive the benefits provided in Article 29.00 of the Agreement at the expense of the Board.

- 15.07 Members who are absent from work and who are unable to perform their duties due to an illness or injury for which compensation is not payable under the Workmen's Compensation Act shall be entitled to income protection from the Board at 70% of their salary for a period of fifty-two (52) weeks if a member is absent due to non-occupational illness or accident. If a member returns to active duty for a period of one (1) month or more, then any subsequent illness within the calendar year will commence again under provisions of "Short Term Disability", for each separate period of disability.
- 15.08 For each day a member is off duty on short term disability, one third of one day shall be deducted from his non-renewable bank of accumulated sick days as set forth in Article 15.01.
- 15.09 A member who is off duty on short term disability for 52 consecutive weeks must begin long term disability unless said member returns to active duty.
- 15.10 While a member is off duty on short term disability, the member shall continue to accrue his annual leave, statutory holidays and 110 hours of leave referred to in Article 11.03.
- 15.11 A member on short term disability will be given the opportunity to top up his O.M.E.R.S. pension fund contributions in order that the income amount reported to O.M.E.R.S. would indicate full salary.
- 15.12 **Long Term Disability**  
The Board will provide Long Term Disability which will commence after fifty-two (52) weeks of continuous illness on "Short Term Disability". This benefit will continue in accordance with the terms of the group policy until eligible for an unreduced O.M.E.R.S. pension or until the member returns to work. It is understood that a member on long term disability in excess of two years ceases to be a member of the Service subject to Section 47 of the Police Services Act.
- 15.13 The Long Term Disability Plan will provide 70% of salary up to a maximum of \$4,000.00 per month which shall include any offset by Canada Pension Plan or Workplace Safety & Insurance Board payments. The plan provides for a one (1) year fifty-two week (52) week waiting period and includes a two (2) year "Own Occupation" protection provision and, further, after two years the Long Term Disability shall provide for a minimum benefit of 70% of the pre-disability income to a maximum of \$4,000.00.
- 15.14 While a member is off duty on Long Term Disability, the following conditions shall apply:
- (1) The member shall continue to maintain his seniority with the Service;
  - (2) The member shall receive the benefits provided in Article 29.00 of the Agreement at the expense of the Board up to a maximum of two years.
- 15.15 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.

The Long Term Disability benefits shall be provided in accordance with the terms and conditions of the applicable policy.

**ARTICLE 16:00      HOLIDAYS**

16.01 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 current rate.

16.02 (1) 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 member 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 member 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 member having ten years of service or over.

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 member 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 of days, shall be given to each member having twenty years of service or over.

Forty-nine 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 member having twenty-five years of service or over, effective January 1, 2001.

(2) For members in the Patrol Services Uniform Branch, annual leave shall be as follows:

One to five years of service	80 hours
Five to ten years of service	120 hours
Ten to fifteen years of service	160 hours
Fifteen to twenty years of service	200 hours
Twenty to twenty-five years of service	240 hours
Twenty-five years of service or over	280 hours

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

Such annual leave shall be with full pay.

16.03 In addition to the annual leave as listed in the preceding paragraph hereof, each member shall receive twelve statutory holidays (96 hours), which such member will have at the discretion of the Chief of Police: New Years, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, and Boxing 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. Members of the Uniform Branch 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.

- 16.04 Members who have been absent on Workplace Safety & Insurance Board benefits or Short Term Disability or pregnancy and/or parental leave benefits shall schedule and take any outstanding leave, within six months of their date of return. The previous year's vacation cannot be booked in prime time until all other members have booked.

#### **ARTICLE 17:00 MANNING OF POLICE CRUISERS**

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

- (a) From 7:00 a.m. to 7:00 p.m. - a minimum of four (4) patrol cruisers shall be assigned, normally these shall be assigned one to each of the four patrol zones. Other police cruisers may be added and/or staffed at the discretion of the Chief of Police.
- (b) From 7:00 p.m. to 7:00 a.m. - there shall be a minimum of four (4) two-officer patrol cruisers assigned, normally one to each of the four patrol zones.
- (c) From 7:00 p.m. to 7:00 a.m. Fridays and Saturdays - there shall be a minimum of five (5) two-officer patrol cruisers assigned to general patrol.
- (d) For clarification, 7:00 a.m. to 7:00 p.m. and 7:00 p.m. to 7:00 a.m. shifts shall include both the early and late starting times that are normally used for the purpose of overlap coverage.
- (e) From 7:00 p.m. to 7:00 a.m. it is understood that all general patrol cruisers shall be staffed by two (2) officers. This article does not apply to any other police vehicles.  
"General Patrol Cruisers" are vehicles assigned to the four patrol divisions and on Friday/Saturday, the "rover" vehicle for the purpose of responding to calls for service.

#### **ARTICLE 18:00 TRAINING EXPENSE ALLOWANCE**

- 18.01 The Board will provide a maximum of up to \$2,000.00 toward the cost of attending an authorized training course. Police Cadets will be responsible for the remainder of any tuition above that amount. Police Cadets shall reimburse the Board, by way of monthly payments, in the sum of \$100.00 each, interest free, until such reimbursement cost is complete. The monthly sum may be reduced in cases of undue hardship.
- 18.02 Each member directed to attend an authorized police training course outside Sault Ste. Marie will have such a course paid for in total by the Board, including the cost of the required transportation and meals in order to attend such course. Travel allowance shall be 45 cents per kilometre for use of Service vehicle and gas, or airfare. The Service will determine the most economical method. Payment will be made up to that amount. Any reimbursement is to be paid to the Police Service. Only legitimate expenses are to be paid. If member is utilizing own vehicle, only gas will be paid.
- 18.03 Each member directed to attend an authorized police training course outside Sault Ste. Marie who requires accommodations at a place other than his usual residence shall be paid an expense allowance in the amount of \$10.00 per working day in addition to his regular salary.

- 18.04 In addition to the weekly expense allowance, a member attending an authorized police training course, where weekend meals are not provided, shall be paid \$55.00 per day (Saturday, Sunday, travelling days and applicable statutory holiday) as weekend meal allowance.

## **ARTICLE 19:00 UNIFORM AND CLOTHING ALLOWANCE**

- 19.01 The member will be entitled to be supplied the following equipment:

### **Uniformed Members**

- (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 short sleeve shirts with shoulder flashes yearly. Shirts to be selected by the Uniform and Equipment Committee consisting of representatives of Management and the Association who will recommend the appropriate shirt to the Chief of Police.
- (c) One uniform cap, yearly, if required.
- (d) One winter type coat as selected by the Uniform and Equipment Committee. This is to be issued as required on a trial basis for one (1) year from date of ratification.
- (e) Rain wear consisting of raincoat and cap cover, to be issued as required.
- (f) Two regulation ties per year.
- (g) Uniformed members shall wear insignia to correspond with their rank and service in accordance with the Police Services Act and Regulations.
- (h) A service badge shall be issued to each member to be worn upon his uniform to indicate the completion of each five consecutive years service.
- (i) Members to be allowed an annual allowance of \$130.00 for boots and overshoes effective January 1, 1993.

With regard to annual re-issue of uniforms, it is understood that each member will personally review inventory of uniforms, and accept only the uniform issue he believes is necessary.

### **Plainclothes Officers**

- (j) Plainclothes members will receive an annual clothing allowance of eleven hundred dollars (\$1,100.00) effective January 1, 2009.

Such sum to be prorated for members assigned to plainclothes more than thirty (30) calendar days but for less than one full year.

### **All Members**

- (k) The Board shall provide to each uniformed member 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 members shall receive sufficient cleaning vouchers that 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 member (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 and boot/overshoe allowances shall be paid by expense cheque.

19.02 Uniforms and dry cleaning vouchers to be pro-rated for employees who are not on active duty in excess of six consecutive months for any reason.

## **ARTICLE 20:00 FAMILY LEAVE / LEAVE OF ABSENCE**

20.01 A member shall be allowed leave of absence with pay and without loss of seniority and benefits as follows:

The Board agrees that each member shall be entitled to be absent from duty for a maximum of 3 days (36 hours for members of the Uniform Branch) with pay upon the death of a member's spouse of record, son, daughter, step-child, father, mother, sister, brother, grandfather, grandmother, grandchild, father-in-law, mother-in-law, step-father and step-mother, brother-in-law and sister-in-law; such time not to affect annual leave or accumulated time.

If a member of the Uniform Branch requires additional compassionate leave, he may apply for and shall be granted one additional shift of compassionate leave which shall be deducted from his leave entitlement.

20.02 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. Furthermore, where such leave exceeds thirty (30) calendar days in length, the member will become responsible for payment of any benefit premiums in which they wish to continue to participate.

## **ARTICLE 21:00 MATERNITY LEAVE**

21.01 A female police officer who is pregnant is entitled to leave for a period of up to seventeen (17) weeks in accordance with the Employment Standards Act as amended from time to time. The member must have been in the employ of the Board for a period of at least thirteen (13) weeks to qualify for the leave.

The female police officer shall normally give the Chief two (2) weeks notice in writing of the date she intends to commence the leave and shall provide the Chief with a certificate from a legally qualified medical practitioner giving the estimated date upon which the delivery will occur in his opinion.

Where the female police officer intends to return to work sooner than (or later than as the case may be) her original date of return, she shall give the Chief a minimum of four (4) weeks written notice of such intention. It is understood however, that in no case will a pregnancy leave exceed a total of seventeen (17) weeks, except as noted in section 38(2) of Bill 14.

A member who has been employed for at least thirteen (13) weeks is entitled to a parenting leave of up to eighteen (18) weeks in duration.

In the case of the natural mother of a child, such leave must begin immediately upon the completion of the end of her pregnancy leave and must end no later than thirty-five (35) weeks after the pregnancy leave commenced.

In the case of the parent of a child who is not entitled to a pregnancy leave, a parental leave of up to eighteen (18) weeks will be granted upon application, provided that the member has given the Chief at least two (2) weeks written notice of the date the leave is to commence, following:

- (1) the birth of the child; or
- (2) the coming of the child into the custody, care and control of a parent for the first time.

The two week written notice may be waived as noted in subsection 38 b(1) of Bill 14. Such parental leave must commence no later than thirty-five (35) weeks after the day the child is born or comes into the custody, control, and care of a parent for the first time.

A member who has given notice to end leave may change the notice,

- (1) to an earlier date if the member gives the Chief at least four (4) weeks written notice before the earlier date; or
- (2) to a later date if the member gives the Chief at least four (4) weeks written notice before the leave was to end.

During the maternity leave, the member continues to participate in her benefits in accordance with this collective agreement, unless she elects in writing to do otherwise. Where a member is responsible for contributing to the benefit costs, she must continue to do so during the course of her leave(s) in order to maintain coverage. Furthermore, seniority and service shall continue to accrue during the leave period.

A member on maternity leave is entitled to return to the position the member held at the time the leave commenced, after the leave has ended, or to a comparable position if the position no longer exists.

This clause is intended to reflect the provisions of Bill 14. Where there is a dispute with regards to maternity leave, the provisions of Bill 14 shall prevail.

- 21.02 The parties agree to a Supplementary Unemployment Benefit that will provide a top-up to a maximum of 75% of the regular rate for officers on maternity leave or parental/adoption leave for up to 17 weeks. This payment will not be used to reduce other accumulated employment benefits such as sick leave, vacation entitlements, or severance pay.

The entire 75% of this maternity leave or parental/adoption leave amount for the two-week Employment Insurance waiting period will be paid by the Police Service.

This top-up will not apply to parental leave other than adoption.

The officer receiving the top-up will present proof of the Employment Insurance amount to Finance Services by way of a copy of the Employment Insurance cheque stub.

The Police Service will not be responsible in any manner for the repayment of any Employment Insurance "clawback" payable by the officer upon completing her personal income tax return for the year of the maternity leave.

The officer receiving the benefit is not required to perform duties for the Board in order to repay the cost of the top-up amount.

**ARTICLE 22:00        ASSOCIATION MEETINGS, CONVENTIONS & NOTICES**

- 22.01 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. Not more than four members shall be granted this privilege at one time. Such time off not to affect annual leave or accumulated time.
- 22.02 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.
- 22.03 In no case shall the time off with pay exceed an aggregate of 40 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.
- 22.04 In the event a member of the Police Association is elected to the Board of Directors of the Police Association of Ontario, that member shall be allowed 6 days off with pay to fulfil his duties on the Board. Such time off shall not affect the local Association time. Such time off shall not affect leave or accumulated time.
- 22.05 The Police Association shall be granted leaves of absence with pay for up to four (4) members to attend with the Board and/or Chief of Police for the purpose of bargaining as well as for attendance at arbitrations. Requests for leaves must be presented to the Chief prior to the date of such leave.

**ARTICLE 23:00        SENIORITY**

- 23.01 A seniority list shall be established by the Board for members covered by the Working Agreement and such list shall be revised and posted prior to January 1st of each year and a copy filed with the Association. Such seniority shall be based upon the member's continuous service with the Sault Ste. Marie Police Service.
- 23.02 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.

**ARTICLE 24:00        JOB POSTINGS, TRANSFERS & PROMOTIONS**

- 24.01 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.
- 24.02 Members with 20 years service who are qualified for promotion in their 20<sup>th</sup> year shall not be required to rewrite the promotional exam to obtain Senior Constable pay.

- 24.03 In order to be qualified to relieve, the member referred to in Section 24.02 shall be required to successfully pass an in-house exam on relieving position responsibilities every three years, unless qualified under 24.04.
- 24.04 In order to be considered for promotion, the member shall be required to successfully pass the Provincial promotional exam in accordance with the promotional procedure.
- 24.05 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.
- 24.06 A list of qualifying marks for promotion shall be posted in descending order of their rating.
- 24.07 The Board agrees to post all newly created positions for a period of not less than fifteen (15) calendar days. Any member wishing to make application shall do so in writing within the required time limit. All applications will be acknowledged in writing within fifteen (15) days of the expiry of the job posting period. Notwithstanding the foregoing, this shall exclude those positions created for the purpose of job accommodation.

**ARTICLE 25:00      ADVANCEMENT IN RANK**

- 25.01 Advancement in class from Fourth Class Constable, to Third Class Constable, to Second Class Constable, to First Class Constable shall be in accordance with the Police Services Act and the regulations thereunder.
- a) The Board agrees to provide in-house reclassification exams for Constables at least two months prior to such Constable becoming eligible for advancement within the class.
  - b) In the event the member is unsuccessful, Training Services will assist the member in preparing to rewrite the exam prior to his anniversary date.
  - c) In the event the member is unsuccessful a second time, he shall have the opportunity to appeal to the Chief of Police for a review of the training and exam. Should the member not come to a satisfactory agreement with the Chief of Police, the member may further appeal to the Police Services Board.
- 25.02 In the event that a member is required to take over temporarily the duties of another whose position is a higher paid position, the member filling in shall be paid at a higher pay for the days so employed. Salary adjustments shall not be postponed more than two weeks or one pay period.

**ARTICLE 26:00      LAYOFFS AND RECALLS**

- 26.01 Where the Board has made a decision to reduce the complement of the Service and such reduction of personnel cannot be accommodated through attrition, and where such action is not in contravention of the Police Services Act, the layoff of members shall occur by reverse order of seniority, 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 Service exists, the members on layoff shall be recalled in order of seniority.

26.02 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.

26.03 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 Services 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 26.02.

#### **ARTICLE 27:00 PERFORMANCE RATING**

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

#### **ARTICLE 28:00 PENSIONS**

28.01 The normal retirement age for Police Officers of the Service shall be age 60.

28.02 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).

Retired members shall be deemed to include members who being eligible to retire, have instead transferred their O.M.E.R.S. pension to another retirement fund.

28.03 In addition, effective February 1st, 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.

28.04 In addition, effective January 1, 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.

28.05 The Board and the members shall share the cost of the Basic and Supplementary Pension Plans and the integrated Canada Pension Plan.

#### **ARTICLE 29:00 HEALTH & WELFARE**

29.01 Members shall be covered by an amount of life insurance equal to two times the member's annual salary, not to exceed a maximum of \$150,000.00 plus accidental death and dismemberment coverage. The Board shall pay 100% of the premium thereof.

The Board shall pay 100% of the billed premium costs of a group Life Insurance Plan in the amount of \$10,000.00 for each member who retires. Such plan shall cease upon the retiree attaining the age of 70 years.

29.02 The Board agrees to pay 100% of the Hospital, Medical, Green Shield Semi-Private, and Green Shield Extended Health Plans now in force. Such plan to include payment for Vision Care at \$300.00 every two years and Out-of-Province medical insurance. An eye examination at the reasonable and customary rate as determined by Green Shield may be included in the \$300.00. Vision Care to include laser surgery at the existing rate.

Dispensing fee for prescription drugs set at a maximum of \$8.00 per prescription effective September 1, 2007.

Orthotic/orthopaedic shoes limited to one pair per year to a maximum of \$400.00 per year.

29.03 All members shall be covered by Green Shield #9 Dental Plan based on the current Ontario Dental Association Fee Schedule minus one (1) year. The adult check up period shall be increased to every nine months. Orthodontic coverage shall be provided to a maximum of \$2,000.00 per individual. The Board shall pay 100% of the premium thereof for this coverage.

All plans in force must be filed with the Association.

29.04 In 2008 and 2009, the Green Shield Extended Care Plan will also include payment for Chiropractic services (no physician authorization required) from the first visit and massage therapy services (when authorized in writing by the attending physician) up to a maximum of \$1,100.00 per covered person per calendar year as well as payment for the x-rays performed by a Chiropractor, up to a maximum of \$50.00 per covered person per calendar year.

Effective 1 January 2010, the Green Shield Extended Care Plan will also include payment for Psychologist, chiropractor, Physiotherapist, Osteopath, Podiatrist, Chiropodist, Registered Massage Therapist (physician referral required), Speech Therapist, Naturopath, or Dietician (physician referral required), up to a combined maximum of \$1,100.00 per calendar year, as well as payment for the x-rays performed by a Chiropractor, up to a maximum of \$50.00 per covered person per calendar year.

29.05 The Board agrees to continue benefits for the spouse of officers killed in the line of duty until remarriage, other employment provides benefits, or the latest date the officer would have received benefits if not killed in the line of duty.



- 29.06 The Board agrees to cover the payment of benefits to retired employees for O.H.I.P. premiums, Green Shield Semi-Private, and Green Shield Extended Health Care benefit premiums (including the Drug Plan but excluding the Out-Of-Province Medical Insurance) 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.
- 29.07 The Board agrees to provide benefits allowed in Article 29.02 to 29.05 for eligible dependent children to age 25 years while such children are in full time attendance at a recognized school or university.
- 29.08 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.
- 29.09 The Board agrees to continue medical benefits for a member's spouse and dependent children after the death of a member or retired member for a period of 24 months following the date of death.
- 29.10 Each member shall be entitled to the "Best Doctor Referral Service" as provided and described by the insurer, Great West Life

#### **ARTICLE 30:00      LEGAL INDEMNIFICATION**

- 30.01 A member charged with and subsequently acquitted of a criminal or statutory offence arising out of acts committed in the attempted performance in good faith of the member's duties as a Police Officer shall, upon application to the Board, be indemnified for the necessary and reasonable legal costs incurred in the defence of such charges as set out hereinafter.
- 30.02 Where a member is a defender of his conduct in a civil, judicial or any other Bona Fide proceeding arising from acts done in performance in good faith of his duties as a member of the Police Service, or as a result of being a member of the Police Service, he shall be indemnified for the necessary and reasonable legal costs incurred in the defence of such proceedings as set out hereinafter.
- 30.03 A member may apply for indemnification as set out above by applying to the Board for indemnification within 30 days of the charges being laid or proceeding being commenced. The Board must give approval for choice of counsel and must also approve any decision to proceed to a higher level of the judicial system in order for a member to be eligible for indemnification.
- 30.04 Members shall not be indemnified for costs arising from:
- (1) Grievances under the Collective Agreement;
  - (2) Actions or omissions of members acting as private citizens unless such actions resulted from the member's status as a police officer;
  - (3) Discipline charges under the Police Services Act and Regulations thereunder initiated by the Sault Ste. Marie Police Service.
- 30.05 Notwithstanding the provisions of 30.01 the Board may consider the payment of reasonable legal costs if the member is found guilty or charges are withdrawn, unless prohibited by law.

- 30.06 Where a member has been identified as a subject officer during an investigation by the Special Investigations Unit, he shall be indemnified for the necessary and reasonable legal costs for:
- (a) Up to a total of three hours of his solicitor's time for consultation, including the initial interview with the Special Investigations Unit; and
  - (b) The solicitor's time during any subsequent interviews with the Special Investigations Unit at the sole discretion of the Chief of Police or his designate.

**ARTICLE 31:00 SPECIAL DUTY**

- 31.01 Special Duty is duty performed by a member apart from his regular duty, at the request of and paid for by individuals, corporations or other organizations, and sanctioned by the Chief or his designee.
- 31.02 Special Duty shall be voluntary and shall be distributed among those members of each unit willing to undertake such duties as fairly and equitably as possible. A list of those members having worked special duty along with the number of hours worked shall be posted quarterly.
- 31.03 The rate to be paid for Special Duty, the minimum number of hours to be worked on each such occasion and the premium rates to be paid for such duties on any or all holidays shall continue at the present formula and shall only be amended by agreement of the Association and the Board.
- 31.04 Officers are ineligible for Special Duty if on light duty, restricted duty, or suspension.

**ARTICLE 32:00 ESCORTS**

- 32.01 When a prisoner is to be escorted out of town by motor vehicle, the escort shall be comprised of two fully trained and armed police officers. This may be amended at the discretion of the Chief of Police.

**ARTICLE 33:00 LOCKERS**

- 33.01 No search or inspection of a member's secured personal locker secured by a lock shall be made unless the member is present, or a legal search warrant is being executed.

**ARTICLE 34:00 PAY EQUITY LEGISLATION COMMITTEE**

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

**ARTICLE 35:00 DATE OF AGREEMENT**

- 35.01 This Agreement shall come into effect on the 1st day of January 2008 and shall remain in force to the 31st day of December 2010, and thereafter from year to year until notice of desire to bargain is given by either party within ninety days before the date of expiration.

35.02 Amendments to this Agreement must be submitted within the period set out in Article 35.01 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.

**SIGNATURE PAGE**

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WITNESS THE Sault Ste. Marie Police Services Board attested to by the hand of its Chair, this \_\_\_ day of \_\_\_\_\_2008 and the Bargaining Committee attested to by the hands of its Members respectively, this \_\_\_ day of \_\_\_\_\_2008.

THE BARGAINING COMMITTEE OF THE  
SAULT STE. MARIE POLICE ASSOCIATION

THE SAULT STE. MARIE  
POLICE SERVICES BOARD

\_\_\_\_\_

(MEMBER)

\_\_\_\_\_

(CHAIR)

\_\_\_\_\_

(MEMBER)

\_\_\_\_\_

(SECRETARY)

\_\_\_\_\_

(MEMBER)

\_\_\_\_\_

(MEMBER)

**POLICE OFFICERS**  
**JANUARY 1, 2008**  
**3.5%**

RANK	ANNUAL	MONTHLY	BI-WEEKLY	DAILY	HOURLY	OVERTIME
<b>STAFF SERGEANT</b>						
0% (0-8 YEARS )	93,118.61	7,759.88	3,581.48	358.15	44.77	67.15
3% (9-17 YEARS)	95,371.48	7,947.62	3,668.13	366.81	45.85	68.78
6% (18-23 YEARS)	97,624.35	8,135.36	3,754.78	375.48	46.93	70.40
9% (24 + YEARS)	99,877.21	8,323.10	3,841.43	384.14	48.02	72.03
<b>SERGEANT/DETECTIVE</b>						
0% (0-8 YEARS )	84,107.13	7,008.93	3,234.89	323.49	40.44	60.65
3% (9-17 YEARS)	86,360.00	7,196.67	3,321.54	332.15	41.52	62.28
6% (18-23 YEARS)	88,612.87	7,384.41	3,408.19	340.82	42.60	63.90
9% (24 + YEARS)	90,865.74	7,572.14	3,494.84	349.48	43.69	65.53
<b>1<sup>ST</sup> CLASS CONSTABLE</b>						
0% (0-8 YEARS ) <i>Base Rate</i>	75,095.65	6,257.97	2,888.29	288.83	36.10	54.16
3% (9-17 YEARS)	77,348.52	6,445.71	2,974.94	297.49	37.19	55.78
6% (18-23 YEARS)	79,601.39	6,633.45	3,061.59	306.16	38.27	57.40
9% (24 + YEARS)	81,854.26	6,821.19	3,148.24	314.82	39.35	59.03
<b>2<sup>ND</sup> CLASS CONSTABLE</b>						
0% (0-8 YEARS )	67,586.09	5,632.17	2,599.46	259.95	32.49	48.74
3% (9-17 YEARS)	69,838.95	5,819.91	2,686.11	268.61	33.58	50.36
6% (18-23 YEARS)	72,091.82	6,007.65	2,772.76	277.28	34.66	51.99
9% (24 + YEARS)	74,344.69	6,195.39	2,859.41	285.94	35.74	53.61
<b>3<sup>RD</sup> CLASS CONSTABLE</b>						
0% (0-8 YEARS )	60,076.52	5,006.38	2,310.64	231.06	28.88	43.32
3% (9-17 YEARS)	62,329.39	5,194.12	2,397.28	239.73	29.97	44.95
6% (18-23 YEARS)	64,582.26	5,381.85	2,483.93	248.39	31.05	46.57
9% (24 + YEARS)	66,835.13	5,569.59	2,570.58	257.06	32.13	48.20
<b>4<sup>TH</sup> CLASS CONSTABLE</b>						
0% (0-8 YEARS )	45,057.39	3,754.78	1,732.98	173.30	21.66	32.49
3% (9-17 YEARS)	47,310.26	3,942.52	1,819.63	181.96	22.75	34.12
6% (18-23 YEARS)	49,563.13	4,130.26	1,906.27	190.63	23.83	35.74
9% (24 + YEARS)	51,816.00	4,318.00	1,992.92	199.29	24.91	37.37
<b>POLICE CADET</b>	41,302.61	3,441.88	1,588.56	158.86	19.86	29.79

<b>SPECIALIST PAY (SGT)</b>						
0% (0-8 YEARS)	86,360.00	7,196.67	3,321.54	332.15	41.52	62.28
3% (9-17 YEARS)	88,612.87	7,384.41	3,408.19	340.82	42.60	63.90
6% (18-23 YEARS)	90,865.74	7,572.14	3,494.84	349.48	43.69	65.53
9% (24 + YEARS)	93,118.61	7,759.88	3,581.48	358.15	44.77	67.15
<b>SPECIALIST PAY (CST)</b>						
0% (0-8 YEARS)	77,348.52	6,445.71	2,974.94	297.49	37.19	55.78
3% (9-17 YEARS)	79,601.39	6,633.45	3,061.59	306.16	38.27	57.40
6% (18-23 YEARS)	81,854.26	6,821.19	3,148.24	314.82	39.35	59.03
9% (24 + YEARS)	84,107.13	7,008.93	3,234.89	323.49	40.44	60.65
<b>CAREER DEVELOPMENT</b>						
0% (0-8 YEARS)	76,597.56	6,383.13	2,946.06	294.61	36.83	55.24
3% (9-17 YEARS)	78,850.43	6,570.87	3,032.71	303.27	37.91	56.86
6% (18-23 YEARS)	81,103.30	6,758.61	3,119.36	311.94	38.99	58.49
9% (24 + YEARS)	83,356.17	6,946.35	3,206.01	320.60	40.08	60.11

**POLICE OFFICERS**  
**JANUARY 1, 2009**  
**3.25%**

RANK	ANNUAL	MONTHLY	BI-WEEKLY	DAILY	HOURLY	OVERTIME
<b>STAFF SERGEANT</b>						
0% (0-8 YEARS )	96,144.96	8,012.08	3,697.88	369.79	46.22	69.34
3% (9-17 YEARS)	98,471.05	8,205.92	3,787.35	378.73	47.34	71.01
6% (18-23 YEARS)	100,797.14	8,399.76	3,876.81	387.68	48.46	72.69
9% (24 + YEARS)	103,123.23	8,593.60	3,966.28	396.63	49.58	74.37
<b>SERGEANT/DETECTIVE</b>						
0% (0-8 YEARS )	86,840.61	7,236.72	3,340.02	334.00	41.75	62.63
3% (9-17 YEARS)	89,166.70	7,430.56	3,429.49	342.95	42.87	64.30
6% (18-23 YEARS)	91,492.79	7,624.40	3,518.95	351.90	43.99	65.98
9% (24 + YEARS)	93,818.87	7,818.24	3,608.42	360.84	45.11	67.66
<b>1<sup>ST</sup> CLASS CONSTABLE</b>						
0% (0-8 YEARS ) <i>Base Rate</i>	77,536.26	6,461.36	2,982.16	298.22	37.28	55.92
3% (9-17 YEARS)	79,862.35	6,655.20	3,071.63	307.16	38.40	57.59
6% (18-23 YEARS)	82,188.44	6,849.04	3,161.09	316.11	39.51	59.27
9% (24 + YEARS)	84,514.52	7,042.88	3,250.56	325.06	40.63	60.95
<b>2<sup>ND</sup> CLASS CONSTABLE</b>						
0% (0-8 YEARS )	69,782.63	5,815.22	2,683.95	268.39	33.55	50.32
3% (9-17 YEARS)	72,108.72	6,009.06	2,773.41	277.34	34.67	52.00
6% (18-23 YEARS)	74,434.81	6,202.90	2,862.88	286.29	35.79	53.68
9% (24 + YEARS)	76,760.90	6,396.74	2,952.34	295.23	36.90	55.36
<b>3<sup>RD</sup> CLASS CONSTABLE</b>						
0% (0-8 YEARS )	62,029.01	5,169.08	2,385.73	238.57	29.82	44.73
3% (9-17 YEARS)	64,355.10	5,362.92	2,475.20	247.52	30.94	46.41
6% (18-23 YEARS)	66,681.18	5,556.77	2,564.66	256.47	32.06	48.09
9% (24 + YEARS)	69,007.27	5,750.61	2,654.13	265.41	33.18	49.76
<b>4<sup>TH</sup> CLASS CONSTABLE</b>						
0% (0-8 YEARS )	46,521.76	3,876.81	1,789.30	178.93	22.37	33.55
3% (9-17 YEARS)	48,847.84	4,070.65	1,878.76	187.88	23.48	35.23
6% (18-23 YEARS)	51,173.93	4,264.49	1,968.23	196.82	24.60	36.90
9% (24 + YEARS)	53,500.02	4,458.33	2,057.69	205.77	25.72	38.58
<b>POLICE CADET</b>						
	42,644.94	3,553.75	1,640.19	164.02	20.50	30.75

<b>SPECIALIST PAY (SGT)</b>						
0% (0-8 YEARS)	89,166.70	7,430.56	3,429.49	342.95	42.87	64.30
3% (9-17 YEARS)	91,492.79	7,624.40	3,518.95	351.90	43.99	65.98
6% (18-23 YEARS)	93,818.87	7,818.24	3,608.42	360.84	45.11	67.66
9% (24 + YEARS)	96,144.96	8,012.08	3,697.88	369.79	46.22	69.34
<b>SPECIALIST PAY (CST)</b>						
0% (0-8 YEARS)	79,862.35	6,655.20	3,071.63	307.16	38.40	57.59
3% (9-17 YEARS)	82,188.44	6,849.04	3,161.09	316.11	39.51	59.27
6% (18-23 YEARS)	84,514.52	7,042.88	3,250.56	325.06	40.63	60.95
9% (24 + YEARS)	86,840.61	7,236.72	3,340.02	334.00	41.75	62.63
<b>CAREER DEVELOPMENT</b>						
0% (0-8 YEARS)	79,086.99	6,590.58	3,041.81	304.18	38.02	57.03
3% (9-17 YEARS)	81,413.07	6,784.42	3,131.27	313.13	39.14	58.71
6% (18-23 YEARS)	83,739.16	6,978.26	3,220.74	322.07	40.26	60.39
9% (24 + YEARS)	86,065.25	7,172.10	3,310.20	331.02	41.38	62.07



**POLICE OFFICERS**  
**JANUARY 1, 2010**  
**3.5 %**

RANK	ANNUAL	MONTHLY	BI-WEEKLY	DAILY	HOURLY	OVERTIME
<b>STAFF SERGEANT</b>						
0% (0-8 YEARS )	99,510.04	8,292.50	3,827.31	382.73	47.84	71.76
3% (9-17 YEARS)	101,917.54	8,493.13	3,919.91	391.99	49.00	73.50
6% (18-23 YEARS)	104,325.04	8,693.75	4,012.50	401.25	50.16	75.23
9% (24 + YEARS)	106,732.54	8,894.38	4,105.10	410.51	51.31	76.97
<b>SERGEANT/DETECTIVE</b>						
0% (0-8 YEARS )	89,880.03	7,490.00	3,456.92	345.69	43.21	64.82
3% (9-17 YEARS)	92,287.53	7,690.63	3,549.52	354.95	44.37	66.55
6% (18-23 YEARS)	94,695.04	7,891.25	3,642.12	364.21	45.53	68.29
9% (24 + YEARS)	97,102.54	8,091.88	3,734.71	373.47	46.68	70.03
<b>1<sup>ST</sup> CLASS CONSTABLE</b>						
0% (0-8 YEARS ) <i>Base Rate</i>	80,250.03	6,687.50	3,086.54	308.65	38.58	57.87
3% (9-17 YEARS)	82,657.53	6,888.13	3,179.14	317.91	39.74	59.61
6% (18-23 YEARS)	85,065.03	7,088.75	3,271.73	327.17	40.90	61.34
9% (24 + YEARS)	87,472.53	7,289.38	3,364.33	336.43	42.05	63.08
<b>2<sup>ND</sup> CLASS CONSTABLE</b>						
0% (0-8 YEARS )	72,225.03	6,018.75	2,777.89	277.79	34.72	52.09
3% (9-17 YEARS)	74,632.53	6,219.38	2,870.48	287.05	35.88	53.82
6% (18-23 YEARS)	77,040.03	6,420.00	2,963.08	296.31	37.04	55.56
9% (24 + YEARS)	79,447.53	6,620.63	3,055.67	305.57	38.20	57.29
<b>3<sup>RD</sup> CLASS CONSTABLE</b>						
0% (0-8 YEARS )	64,200.02	5,350.00	2,469.23	246.92	30.87	46.30
3% (9-17 YEARS)	66,607.52	5,550.63	2,561.83	256.18	32.02	48.03
6% (18-23 YEARS)	69,015.03	5,751.25	2,654.42	265.44	33.18	49.77
9% (24 + YEARS)	71,422.53	5,951.88	2,747.02	274.70	34.34	51.51
<b>4<sup>TH</sup> CLASS CONSTABLE</b>						
0% (0-8 YEARS )	48,150.02	4,012.50	1,851.92	185.19	23.15	34.72
3% (9-17 YEARS)	50,557.52	4,213.13	1,944.52	194.45	24.31	36.46
6% (18-23 YEARS)	52,965.02	4,413.75	2,037.12	203.71	25.46	38.20
9% (24 + YEARS)	55,372.52	4,614.38	2,129.71	212.97	26.62	39.93
<b>POLICE CADET</b>						
	44,137.52	3,678.13	1,697.60	169.76	21.22	31.83

<b>SPECIALIST PAY (SGT)</b>						
0% (0-8 YEARS)	92,287.53	7,690.63	3,549.52	354.95	44.37	66.55
3% (9-17 YEARS)	94,695.04	7,891.25	3,642.12	364.21	45.53	68.29
6% (18-23 YEARS)	97,102.54	8,091.88	3,734.71	373.47	46.68	70.03
9% (24 + YEARS)	99,510.04	8,292.50	3,827.31	382.73	47.84	71.76
<b>SPECIALIST PAY (CST)</b>						
0% (0-8 YEARS)	82,657.53	6,888.13	3,179.14	317.91	39.74	59.61
3% (9-17 YEARS)	85,065.03	7,088.75	3,271.73	327.17	40.90	61.34
6% (18-23 YEARS)	87,472.53	7,289.38	3,364.33	336.43	42.05	63.08
9% (24 + YEARS)	89,880.03	7,490.00	3,456.92	345.69	43.21	64.82
<b>CAREER DEVELOPMENT</b>						
0% (0-8 YEARS)	81,855.03	6,821.25	3,148.27	314.83	39.35	59.03
3% (9-17 YEARS)	84,262.53	7,021.88	3,240.87	324.09	40.51	60.77
6% (18-23 YEARS)	86,670.03	7,222.50	3,333.46	333.35	41.67	62.50
9% (24 + YEARS)	89,077.53	7,423.13	3,426.06	342.61	42.83	64.24

## APPENDIX

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### **LETTERS OF AGREEMENT / UNDERSTANDING:**

a) Manning of General Patrol Police Cruisers	1987 Jun 18
b) Compressed Work Week - Investigation Services - Forensic Identification Branch	1991 Jul 09
c) Crown Interviews	1997 Mar 26
d) N.C.O. Vacation Scheduling	2000 Apr 13
e) Emergency Services Unit	2000 Aug 10
f) H.R.D.C. Compliance - Short Term Disability	2001 Feb 23
g) High School Liaison Officer	2001 Feb 26
h) Retired Members' Court Time Senior Constable Pay 24.02	2004 Dec 02
i) Eligible and Retiring Members Prior to March 31, 2007	2007 Mar 07
j) Shift Schedule	2007 Oct 18
k) Municipal Policing Allowance	2007 Oct 18
l) Family Day	2008 Jan 24

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 pm., 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 18 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)

SAULT STE. MARIE POLICE SERVICE

POLICE OFFICERS

LETTER OF AGREEMENT




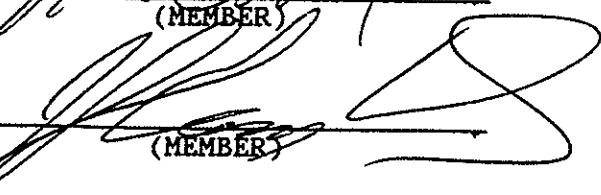
In regards to the matter of the Letter of Agreement dated the 5th day of June 1989 between the Sault Ste. Marie Police Services Board and the Sault Ste. Marie Police Association concerning a compressed work week, the following shall apply:

1. The Police Services Board and the Sault Ste. Marie Police Association agree that due to realignment of police personnel within the Investigation Services Division, the compressed work week is no longer a viable schedule for officers assigned to the Forensic Identification Branch of the Service; and
2. That pursuant to the clause within the Letter of Agreement relating to the mutual consent for the amending of the Letter of Agreement, both parties by their signature agree to the rescinding of the original Letter of Agreement; and
3. That officers assigned to the Forensic Identification Branch will be scheduled in accordance with the working agreement currently in force for Investigation Services.


WITNESS the Police Services Board for the City of Sault Ste. Marie attested to by the hand of its Chairman, this 9th day of July, 1991 and the Executive attested to by the hands of its members respectively, this 9th day of July, 1991.

THE BARGAINING COMMITTEE OF  
THE SAULT STE. MARIE POLICE  
ASSOCIATION

THE POLICE SERVICES BOARD BY

  
(MEMBER)  
  
(MEMBER)  
  
(MEMBER)  
  
(MEMBER)

  
(CHAIRMAN)

  
(SECRETARY)

**LETTER OF AGREEMENT**

**BETWEEN THE SAULT STE. MARIE POLICE SERVICES BOARD  
AND THE SAULT STE. MARIE POLICE ASSOCIATION**

The parties agree to the following as full settlement of Grievance #97-01 (Crown Interviews):

1. A member authorized to attend a meeting with the Crown while off-duty shall be entitled to receive four (4) hours of regular salary for the first hour or part thereof and one and one half times his regular salary for all time worked subsequent to the first hour.

In the event the authorized meeting with the Crown is cancelled, the member will be entitled to four (4) hours regular salary unless notified that their attendance is not required at least 24 hours prior to the meeting.


2. A member authorized to attend a meeting with the Crown during their annual vacation shall receive 16 hours of regular salary. In the event the meeting is cancelled, the member will be entitled to 16 hours of regular salary unless notified that their attendance is not required at least 24 hours prior to the commencement of their vacation.

Annual vacation is defined as per Article 13 of the contract.

3. In the event a Crown meeting is scheduled for the same day as a court appearance or immediately proceeds or leads into a court appearance, the member shall only receive payment as court time in Article 13 of the contract.
4. All members who attended Crown visits from October 1995 to the date of this Agreement shall be paid court time for such hours worked.


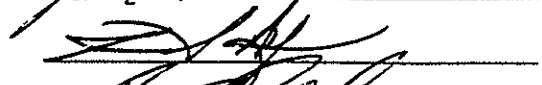

Signed by the Sault Ste. Marie Police Services Board on the 25th day of March, 1997 and the Sault Ste. Marie Police Association on the 26 day of March, 1997.

Police Services Board:

  
Chair

  
Secretary

Sault Ste. Marie Police Association:

  
  
  
Joseph Trudeau

## MEMORANDUM OF UNDERSTANDING

This memorandum of understanding is made between:

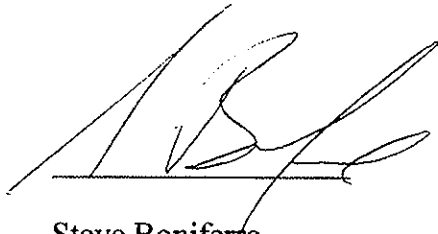
The Sault Ste. Marie Police Services Board

And

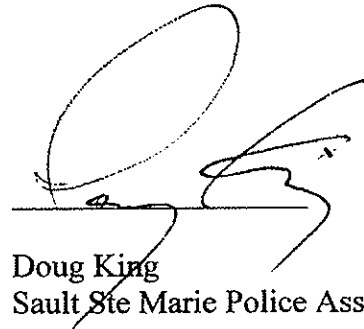
The Sault Ste. Marie Police Association

Effective 2001 holiday booking, for the purpose of vacation scheduling, N.C.O.S's shall book in order of seniority in the Service amongst those N.C.O.'s who's schedules depend on each other by unit, section or platoon.

Dated this 13 day of April, 2000 at Sault Ste. Marie, Ontario.



Steve Boniferro  
Sault Ste. Marie Police Services Board



Doug King  
Sault Ste Marie Police Assoc.

## LETTER OF AGREEMENT

**BETWEEN:**

**THE SAULT STE. MARIE POLICE SERVICES BOARD**

**-AND-**

**THE SAULT STE. MARIE POLICE ASSOCIATION**

### **PURPOSE**

The purpose of this Letter of Agreement is to implement, on a trial basis, an Emergency Services Unit work schedule. The ESU work schedule will be independent of the Uniform Patrol work schedule except for the purpose of maintaining minimum patrol staffing levels and relieving rank as outlined in this agreement. The ESU Unit shall support the Uniform Patrol Branch and in so doing, will be accountable to the Uniform Patrol Supervisor(s). This agreement will come into effect on January 1, 2001 or if both parties agree to an earlier implementation date.

### **ESU STAFFING**

The ESU shall consist of one Sergeant and a minimum of 12 Constables. The Constables will be divided up into four teams.

### **HOURS OF WORK**

The Sergeant assigned to the ESU shall normally work Monday to Friday, 08:00 hours to 16:00 hours. Constables assigned to the ESU shall work a 12 hour work schedule as per appendix A with a minimum of 12 hours off between shifts. Dayshifts and Nightshifts shall commence as per article 11:02 of the Collective Agreement.

E.S.U. Members shall have no less than 8 hours clear, off duty from the end of the training day to the beginning of the next regularly scheduled shift.

Changing of regularly scheduled shifts shall not be implemented unless 24 hours notice is given to the member while off duty.

### **HOLIDAYS – PATROL SERVICES (ESU)**

The booking of holidays on the individual ESU Teams will be restricted to one officer on leave.

For the purpose of court time a block of one week's vacation shall include three consecutive shifts with scheduled days off on either side as per Article 13 of the Collective Agreement.



## PATROL STAFFING LEVELS

There shall be a minimum of one two-person patrol vehicle assigned to each of the four divisions between the hours of 19:00 hours and 07:00 hours.

On Thursday, Friday, and Saturday, there shall be a minimum of five two-person patrol vehicles between the hours of 19:00 hours and 07:00 hours.

## RELIEVING RANK – PATROL SERVICES (UNIFORM BRANCH)


Relieving opportunities for Patrol Supervisors shall first be made available to eligible relieving officers on the uniform platoon schedule.

## GENERAL

It is acknowledged that this agreement will be implemented for a five-year trial period. By the first of June in each of the five years, either the Association or the Board may, without prejudice or cause, indicate their intention to discontinue this agreement.

Dated at Sault Ste. Marie, this 10th day of August, 2000.

For the Police Services Board:

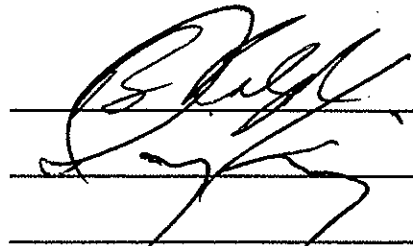


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For the Police Association:



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**LETTER OF AGREEMENT**

BETWEEN:

**THE SAULT STE. MARIE POLICE SERVICES BOARD**

- AND -

**THE SAULT STE. MARIE POLICE ASSOCIATION**

In compliance with the Employment Insurance Regulations of Human Resources Development Canada, the following amendment will be made to the Collective Agreement of the Sault Ste. Marie Police Association for Police Officers:



ARTICLE: 15:07      Short Term Disability

“Members who are absent from work and who are unable to perform their duties due to an illness or injury for which compensation is not payable under the Workmen’s Compensation Act shall be entitled to income protection from the Board at 70% of their salary for a period of fifty-two (52) weeks if a member is absent due to non-occupational illness or accident. If a member returns to active duty...”.

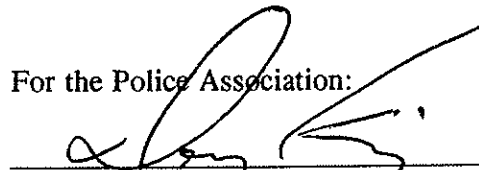
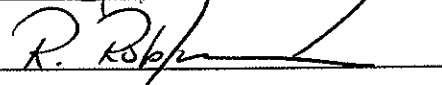
It is agreed that this amendment will not alter or lower benefits or coverage for members of the Sault Ste. Marie Police Association. If so, this Letter of Agreement is null and void.

Dated at Sault Ste. Marie, this 23 day of Feb, 2001.

For the Police Services Board:

  
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For the Police Association:

  
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## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made between:

The Sault Ste. Marie Police Services Board  
(hereinafter called the "Board")

and

The Sault Ste. Marie Police Association  
(Hereinafter called the "Association")

### A. PURPOSE

The purpose of this Memorandum of Understanding is to set out the terms and conditions for establishing the position of *High School Liaison Officer* within the Sault Ste. Marie Police Service.

This Memorandum of Understanding is made in accordance with the provisions of the Collective Agreement between the Sault Ste. Marie Police Service and the Sault Ste. Marie Police Association.

### B. DIRECTION AND SUPERVISION

The *High School Liaison Officer* shall be responsible for reporting to the Officer in Charge of Investigation Services.

The *High School Liaison Officer* shall, as a core function of his or her duties, liaise with the administrative officers of the high schools making up the composition of the program in order to establish best practice strategies in response to identified police related issues.

### C. HOURS OF WORK

The hours of operation will reflect those identified in the signed *High School Liaison Officer Agreement*.

The *High School Liaison Officer* shall have Saturday and Sunday as fixed days off and will take off all Statutory Holidays as they fall. Where a Statutory Holiday falls on a day that the member was normally scheduled to be off, the Statutory Holiday will be taken on the next scheduled working day following the Statutory Holiday.

It is expected that the *High School Liaison Officers* shall normally schedule their Annual Leave during time when the school year is not in session. During the non-school year, the High School Liaison Officers will be assigned to other duties at the discretion of the Chief of Police.

**D. UNIFORMS AND EQUIPMENT**

The position of *High School Liaison Officer* is a part Uniform part Plain Clothes function. The proportion of time that the officer will be in one dress over the other will be at the discretion of the officer. Understanding that over the course of any thirty day period the officer performing the duties of High School Liaison Officer will, at no less than fifty-percent of the time, be in Police Uniform.

The *High School Liaison Officer* will be furnished with a vehicle dedicated exclusively for his or her use while, and only at such times, as he or she is engaged in duties directly associated with the program. Notwithstanding that the vehicle will be available to the officer as transportation to and from his or her home to attend to his or her respective duties as the *High School Liaison Officer*. The vehicle shall be so equipped to comply with Federal Legislation respecting the safe storage of restricted firearms.

The *High School Liaison Officer* will have made available to him or her a cellular phone. This phone will serve the dual purpose of first and foremost addressing officer safety issues and secondly, as a medium for contacting the officer during his or her normal scheduled hours of work (Article C).

**OTHER CONSIDERATIONS**

Consistent with the split Uniform / Plain Clothes arrangement (item D) the *High School Liaison Officer* will be entitled proportionally to a plainclothes allowance of \$425.00 payable to the officer prior to the 15th day of January of each year.


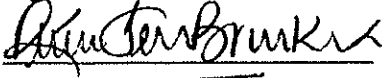
Consistent with the *High School Liaison Officer Program* coming under the direction of Investigation Services and that there will be a plainclothes component to the duties, the *High School Liaison Officer* will be entitled to a pay raise of four percent (4%) above the rate of pay of a First Class Constable.

This Memorandum of Understanding will remain in effect as long as the Sault Ste. Marie Police Service has an agreement for services with the Algoma District School Board and the Huron Superior Catholic District School Board.

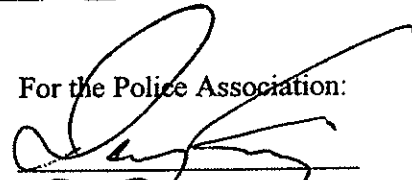
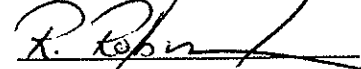
***The undersigned, on behalf of their respective agencies acknowledge, understand and accept the conditions as set out in this Memorandum of Understanding.***

Dated this 26 day of FEB, 2001 at Sault Ste. Marie, Ontario.

For the Police Services Board:

For the Police Association:

Memorandum of Agreement

BETWEEN:

The Sault Ste. Marie Police Services Board

- AND -

The Sault Ste. Marie Police Association

The parties acknowledge the differences between them are as a result of an honest misunderstanding and therefore agree to resolve the outstanding issues on the following basis:

1. The memorandum of agreement will be modified by amending item # 5 – 13.07 to read *“Retired members subpoenaed to attend court as a result of their duties as a police officer, in their second year of retirement, shall be entitled to court payment of \$100.00 per day, less any conduct/appearance pay”*.
2. After a thorough review of the information the parties agree that no one will become entitled to receive Senior Constable’s pay at 103% based Article 24.02 during the life of this agreement. On this basis the Board withdraws it’s position and Article 24.02 will remain in the Collective Agreement.
3. This agreement in no way indicates a change in position by either party with respect to the intent of the changes made to Article 8.13 of the current collective agreement expiring December 31, 2005, and furthermore, is intended to provide notice to the Association of the Board’s intention to delete Article 24.02 in subsequent negotiations.

F. A. Meck

For the Board

[Signature]

For the Association

Dec. 2, 2004  
Date

[Signature]

Witnessed by Sig M. Walter  
Ontario Police Arbitration Commission

**LETTER OF AGREEMENT**

BETWEEN:

**THE SAULT STE. MARIE POLICE SERVICES BOARD**

- AND -

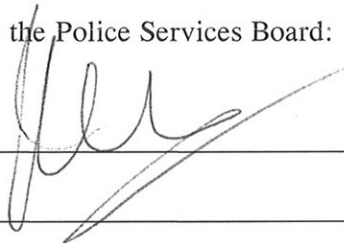
**THE SAULT STE. MARIE POLICE ASSOCIATION**

The parties agree to amend the Collective Agreement as follows:

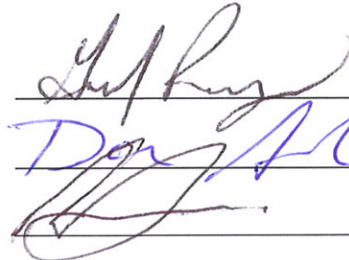
1. The Board approves conditional upon a written agreement with the Sault Ste. Marie Police Association that members eligible and retiring prior to March 31, 2007 shall receive such benefits as negotiated or awarded by arbitration in the year that the member retires.

Dated at Sault Ste. Marie, this 7th day of MARCH ~~February~~ 25, 2007.

For the Police Services Board:

  
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For the Police Association:

  
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**LETTER OF AGREEMENT**

BETWEEN:

**THE SAULT STE. MARIE POLICE SERVICES BOARD**

- AND -

**THE SAULT STE. MARIE POLICE ASSOCIATION**

Whereas the Police Services Board and Police Association recently received Arbitrator Howard Snow's Interest Arbitration Award; and

Whereas Arbitrator Howard Snow directed the parties to (a) draft language to implement the "experience allowance" and (b) resume bargaining regarding the issue of shift schedule; and

Whereas the parties met and were able to agree on wording to effect the "experience allowance"; and

Whereas the Police Association expressed concerns with regard to the Police Services Board's proposed 12/11 shift schedule; and


Whereas the Parties discussed delaying the shift schedule negotiations to allow for a joint Management and Association Committee to meet and examine alternative shift schedules from the present 12/12 schedule.

Therefore, the parties agree that the Police Services Board will defer their proposed 12/11 shift schedule in this round of negotiations to allow time for both parties to examine a mutually agreeable shift schedule.

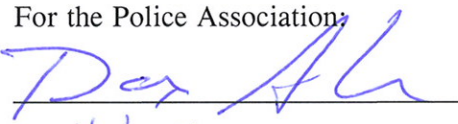
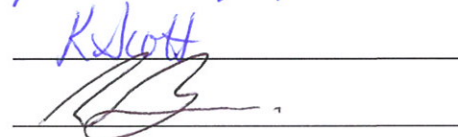
And further, the parties agree that the decision of the Police Services Board to remove the 12/11 shift schedule proposal at this time does not prejudice the Board or set precedent should the parties not agree on a new schedule. The Police Services Board retains the right to table a new shift schedule proposal in future negotiations.

Dated at Sault Ste. Marie, this 18 day of October, 2007.

For the Police Services Board:

  
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For the Police Association:

  
  
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RECEIVED

SEP 28 2007

**LETTER OF AGREEMENT**

Chief's Office

Between

**THE SAULT STE. MARIE POLICE SERVICES BOARD**

- AND -

**THE SAULT STE. MARIE POLICE ASSOCIATION**

The parties agree to include the following in Article 8 of the Police Collective Agreement as it relates to salaries. Section 8.14, as it currently stands in the Agreement, will become Section 8.15.

8.14.01 Effective January 1st, 2006, a Municipal Policing Allowance will be introduced as follows:

- after completing 8 yrs of continuous service – 2% of the base rate of a 1st class constable.
- after completing 17 yrs of continuous service – 4% of the base rate of a 1st class constable.
- after completing 23 yrs of continuous service – 6% of the base rate of a 1st class constable.

Effective January 1st, 2007.

- after completing 8 yrs of continuous service – 3% of the base rate of a 1st class constable.
- after completing 17 yrs of continuous service – 6% of the base rate of a 1st class constable.
- after completing 23 yrs of continuous service – 9% of the base rate of a 1st class constable.

8.14.02 "years of service" shall include all verified service as a sworn police officer for existing members. For any new member joining the Sault Ste. Marie Police Service after July 31st, 2007, "years of service" shall only include service, as a sworn police officer, with the Sault Ste. Marie Police Service.

8.14.03 The Municipal Policing Allowance applies to all ranks represented by the Association.

8.14.04 The Municipal Policing Allowance shall be included in a member's base salary, for the purposes of pension contributions and premium calculations including overtime, shift premium, call out, court time, crown interviews, statutory holidays, Kelly time, vacation, short term disability, WSIB and special duty. It is not included in the base rate of a first class constable, as set out in the Schedule of Salaries attached hereto, for the purposes of calculating annual increases.



**Further within Article 8**

It is mutually agreed and understood that no member will be placed in a negative monetary balance once all calculations, consistent with the arbitrated award dated August 16, 2007, have been considered with respect to the introduction of the Municipal Policing Allowance. In such instance where a member is required to compensate the Board in an amount greater than the member is entitled to be in receipt of, based on their Municipal Policing Allowance award if any for the years 2006 and 2007, that member will be assumed to have a nil balance.

Dated at Sault Ste. Marie, this 18<sup>th</sup> day of October 2007


For the Police Services Board



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For the Police Association



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**LETTER OF AGREEMENT**

BETWEEN:

**THE SAULT STE. MARIE POLICE SERVICES BOARD**

- AND -

**THE SAULT STE. MARIE POLICE ASSOCIATION**

The parties agree to amend the 2006 - 2007 Police Collective Agreement as follows:

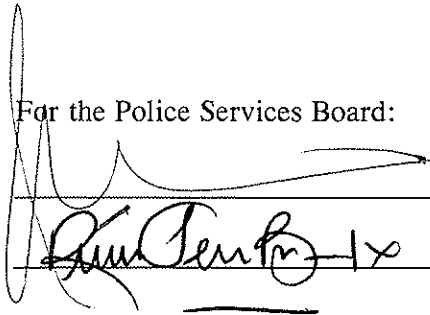
1. Amend Article 16:03 to include Family Day as follows:

16:03 In addition to the annual leave as listed in the preceding paragraph hereof, each member shall receive twelve statutory holidays (96 hours), which such member will have at the discretion of the Chief of Police: New Years, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, and Boxing Day.

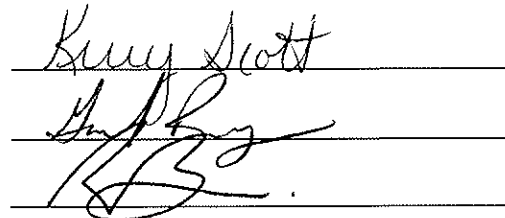
2. Delete second paragraph of Article 16:03 which references "Heritage Day".

Dated at Sault Ste. Marie, this 24<sup>th</sup> day of January, 2008.

For the Police Services Board:

  
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For the Police Association:

  
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