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COLLECTIVE AGREEMENT

B E T W E E N :

**SUDBURY REGIONAL POLICE
SERVICES BOARD**

(hereinafter sometimes referred to as "the Board" or "the Employer")

-and-

SUDBURY REGIONAL POLICE ASSOCIATION
(hereinafter referred to as "the Association")

Whereas the parties have mutually agreed to enter and execute this Agreement defining, determining and providing for remuneration, benefits, pensions and working conditions of the members of the Sudbury Regional Police Service as set out herein.

Now, therefore, this Agreement witnesseth that in consideration of the mutual agreement and understanding herein the parties hereto covenant and agree each with the other as follows:

Expiry: 31 December, 1992

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ARTICLE 1 - SCOPE

This Agreement shall apply only to those members of the Sudbury Regional Police Service holding a rank or classification as set out in Appendix "A" hereto.

ARTICLE 2 - DEFINITIONS

- 2.01 (a) "Association" means the Sudbury Regional Police Association.
- (b) "Board" means the Sudbury Regional Police Services Board.
- (c) "Chief of Police" means the Chief of the Sudbury Regional Police Service.
- (d) "Member" means a person holding a rank or classification as set out in Appendix "A" of this Agreement.
- (e) "Department" means the Sudbury Regional Police Service.
- (f) "Seniority" shall mean the period of service which a member has acquired from his date of hiring or his cumulative service in accordance with the seniority lists posted in January, 1973.
- (g) (i) "Cadet" means a newly-hired member employed in compliance with the Police Services Act, 1990, S.O. 1990, c.10, as amended.
- (ii) Subject to the successful completion of the orientation, Police College and in-service training periods, a Cadet shall be sworn in as a Fourth Class Constable within one week after written confirmation of the successful completion of Level II at the Ontario Police College and his probationary period will commence. A Cadet shall be entitled to all benefits of the Collective Agreement, except Article 19.01.
- (iii) Cadets shall advance from one salary level to the next upon satisfactory completion of one year at that level.
- (iv) Cadets will perform duties as have been assigned traditionally. Any change, alteration or enhancement of those duties shall be subject to consultation and agreement from the Association. The Association shall not unreasonably withhold its consent. Cadets shall not be used to permanently replace classifications in the civilian bargaining unit, and shall not carry out

those duties which require an individual to be a sworn police officer.

- (v) The introduction of a cadet programme and cadets shall not restrict the statutory obligations of either party to accommodate disabled members.
- (h) Court time shall be defined as time required to be in Court during off-duty hours as a result of Police duties while a member of the Service but shall not include time spent in litigation for personal reasons unrelated to his police duties, or when the member is a charged person appearing for a hearing under the provisions of the Police Act of Ontario and the Regulations thereto.
- (i) "Coach Officer" shall mean a First Class Constable who is assigned to perform his/her police duties as a training officer.
- (j) "Breath Technician" shall mean a member designated as such by the Solicitor General.

ARTICLE 3 - RECOGNITION

- 3.01 The Board recognizes the right of the Association to appoint or otherwise select a Negotiation Committee (also known as the Grievance and Complaint Committee) of not more than five members. The Board will recognize and deal with the said committees with respect to any matter which may properly arise from the Grievance and Complaint Procedure concerning the administration of this Agreement.
- 3.02 The Board agrees that there will be no discrimination, interference, restraint, or coercion exercised or practised by the Board or any of its representatives with respect to any member of the Police Service because of his membership or connection with the Association, and that membership in the Association by members of the Police Service who are eligible to join will not be discouraged.

ARTICLE 4 - ASSOCIATION MEMBERSHIP AND CHECKOFF

- 4.01 It is agreed and understood by the parties hereto that there shall be a compulsory check off as a condition of employment upon all employees who come within this bargaining unit to which this Agreement applies and it shall continue during the period of this Contract.
- 4.02 The Treasurer of the Regional Municipality of Sudbury

shall deduct the amount of Association dues, L.T.D. and Life Insurance premiums certified by the Association for all employees covered by Article 1 from the bi-weekly pay of each member.

- 4.03 Within a reasonable time after the making of each such deduction, the sum so deducted shall be forwarded to the Treasurer of the Association.

ARTICLE 5 - SALARIES

- 5.01 The Annual Salary of each member shall be in accordance with Appendix 'A' to this Agreement. The salaries of the members shall be paid by the Board of Commissioners bi-weekly via a direct deposit system at the financial institution of the members choice and which institution is capable of receiving a direct deposit. Deduction slips showing the salary and deductions shall be provided bi-weekly to each member.

ARTICLE 6 - HOURS OF WORK

- 6.01 The normal weekly period of Police duty which a member is required to perform shall be of 40 hours, to be worked as per present Departmental system and each daily tour of duty shall consist of eight, eight-and-one-half, or ten consecutive hours, provided that the Chief of Police shall continue to have the right to change the starting time of a tour of duty. The tours of duty stipulated above are fixed by assignment and Department policy. The Chief shall give 24 hours notice prior to changing the starting time of a tour of duty.
- 6.02 A member who performs his duties in one period of eight, eight-and-one-half, or ten consecutive hours shall, where requirements of the service permit, be entitled to a 60 minute lunch period, and further that the member may use restaurant facilities for lunch where no other approved facilities are reasonably available. This lunch period shall be scheduled after the end of the second hour following the commencement of each shift and prior to the beginning of the sixth hour of such shift.
- 6.03 Where the requirements of the service do not permit a member to take a lunch break, the members shall be credited with his/her entitlement at time and one-half.
- 6.04 The Board agrees that where a member has completed 50% of the hours of his prescribed daily tour of duty and is subsequently prevented from completing his shift by accident or injury, he shall be deemed to have

completed his shift.

ARTICLE 7 - SHIFT DIFFERENTIALS

7.01 All members shall be entitled to the following shift differential which will apply only to straight time hours: A night shift differential of \$0.50 per hour shall be paid to members for work performed between the hours of 00:01 and 08:00 hours. An afternoon shift differential of \$0.25 per hour shall be paid for work performed between the hours of 16:00 and 24:00 hours.

ARTICLE 8 - OVERTIME

8.01 A member required to work over his prescribed tour of duty in one day shall be paid at time and one-half his normal rate of pay for each hour or part thereof exceeding 15 minutes worked.

8.02 When a member is off duty and is required to return to duty, he shall be credited for the time he actually worked at time and one-half provided there is a minimum of three hours at time and one-half granted for such call-back.

8.03 At the request of a member, and subject to the needs of the Service, the Chief of Police may grant time off in lieu of overtime pay.

8.04 A member may carry over a balance of up to forty hours from the calendar year of acquisition to the next calendar year. Payment of carried over time shall be at the rate in effect at the time earned.

8.05 Subject to the provisions of Article 8.04, any balance remaining at the end of the calendar year shall be paid as per Departmental policy. Notwithstanding the above procedure, a member may elect payment of banked overtime credits by making application to the Chief of Police at least 30 days prior to the pay period.

8.06 Overtime shall mean all time worked in excess of a member's scheduled tour of duty.

8.07 For the purpose of this Agreement, a call-back shall be defined as the recall of a member to duty after his normal tour of duty has been completed, and he has left the premises of the employer or fifteen minutes has elapsed, and before the member's next normal tour of duty.

- 8.08 When an officer is directed to be on standby he shall be granted a minimum of 2 1/2 hours at straight time for each 24 hour period of standby. For the purposes of this Article, standby time will mean such time as is directed by a supervisor for an off duty member to be available for call back.
- 8.09 If a member is directed to return to work during his annual or statutory leave, there shall accrue to him twenty hours credit for each day or part thereof which he shall have spent at work, or he shall be paid 2-1/2 time his normal rate of pay for the hours worked whichever is the greater amount. The provisions of Article 8.02 shall not apply.

ARTICLE 9 - COURT TIME

- 9.01 (a) Effective 1 January, 1989, when a member, as a result of police duties, attends court as a witness when off duty at the direction of the Department or the Courts, he shall be granted a credit of four hours, for the first hour or part thereof he attends Court, plus one and one-half times for each additional hour or part thereof.
- (b) When a member is on course and required to attend Court, his travelling expenses for such attendance, shall be borne by the employer. His travel time shall be paid at his straight time rate.
- (c) When a member is required to attend Court outside of the Regional Municipality of Sudbury, his travel time shall be paid by the employer at his straight time rate of pay.
- 9.02 At the request of a member and subject to the needs of the Service, the Chief of Police may grant time off in lieu of payment for accumulated Court time. Subject to Article 9.05, any balance remaining at the end of the calendar year, shall be paid as per Departmental policy. Notwithstanding the above procedure, a member may elect payment of banked court time credits by making application to the Chief of Police at least thirty days prior to the pay period.
- 9.03 Effective 1 January, 1989, if a member is required to attend at Court while he is enjoying his annual or statutory leave, there shall accrue to him twenty hours credit for each day or part thereof which he shall have spent at Court during the said annual or statutory

leave and the provisions of Article 9.01 shall not apply. In order to qualify for the provisions of this Article, the member will notify his supervisor within 72 hours, or as soon as practicable thereafter, of becoming aware of a court appearance scheduled during his annual or statutory leave.

- 9.04 Where a member, who is working night shift, is required to remain in Court after 15:00 hours, and is scheduled for the following night shift, he may request time off and use his accrued Court time in lieu of working. Permission to take time off shall be subject to the requirements of the Department.
- 9.05 A member shall carry over a balance of up to forty hours from November 30th of the year of acquisition to the next year, provided that such carry over is not cumulative with Article 8.04. Only forty hours in total may be carried over.

ARTICLE 10 - MEAL ALLOWANCE

- 10.01 Any member who works in excess of three hours beyond his normal tour of duty shall be granted a meal with a value up to \$10.00 and each member shall be granted an additional meal with a value up to \$10.00 for each additional four hour period he is required to work.

ARTICLE 11 - ANNUAL VACATION AND DESIGNATED HOLIDAYS

- 11.01 Effective 1 January, 1989, all members shall receive vacations with pay based on length of continuous service as follows:
- (a) Members with one or more years of continuous service shall be entitled to two weeks annual leave with pay.
 - (b) Members with four or more years of continuous service shall be entitled to three weeks annual leave with pay.
 - (c) Members with nine or more years of continuous service shall be entitled to four weeks annual leave with pay.
 - (d) Members with fourteen or more years of continuous service shall be entitled to five weeks annual leave with pay.
 - (e) Members with nineteen or more years of continuous service shall be entitled to six weeks annual leave with pay.

- (f) members with twenty-four or more years of continuous service shall be entitled to seven weeks annual leave with pay.
- (g) Effective 1 July, 1989: notwithstanding any other Article in this Collective Agreement, a member will cease to earn vacation credits where:
 - (i) he/she is receiving L.T.D. benefits more than 12 months;
 - (ii) he/she is receiving W.C.B. benefits for greater than one year after the Board's liability under Article 17.01 has expired;
 - (iii) he/she is on an approved leave of absence in excess of two weeks (fourteen calendar days) except employees on approved maternity leave or adoption leave.

11.02 Annual leave shall be arranged on the following basis:

- (a) Vacation scheduling shall be done only within a Platoon, Branch or Unit. There shall be a bi-annual re-alignment of Platoons to ensure a balanced mix of seniority levels in each Platoon.
- (b) Within each Branch, Unit or Platoon, members shall choose vacation times in order of their seniority. The selection of N.C.O. vacation times shall be separate and distinct from vacation selection by Constables.
- (c) For the purposes of Articles 11.02(a) and 11.02(b), Criminal Investigation Division and Youth Bureau shall be considered one unit.

11.03 When a previously scheduled vacation opening occurs as a result of a death, resignation or transfer of a member, the opening shall be posted and made available to any interested member within the particular vacation group, on a seniority basis.

11.04 DESIGNATED HOLIDAYS:

- (a) All members shall be entitled to eleven additional holidays.
- (b) In respect of the pay in lieu of Designated Holidays, payment for forty hours shall be granted in the form of forty consecutive hours to be taken in the same manner as annual leave. Payment for the remaining forty-eight hours shall be in the form of a credit to a member's Overtime Bank on

1 January of each year and may be taken as time off or payable upon request.

- (c) Effective 1 January, 1989, a member working on any designated holiday shall be paid for such time worked at a rate of time and one-half his/her regular straight time hourly rate. Such payment may be paid out to the member or credited to his/her overtime bank at the option of the member.
- (d) For the purpose of this Article, designated holidays shall mean:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Day	

ARTICLE 12 - SERVICE PAY

12.01 All members shall receive service pay for the contract year, in addition to their regular salaries, in accordance with the following schedule:

- (a) Five to Nine years completed Service \$ 70.00
- (b) Ten to Fourteen years completed Service \$ 135.00
- (c) Fifteen to Nineteen years completed Service \$ 200.00
- (d) Twenty to Twenty-Four years completed Service \$ 265.00
- (e) Twenty-Five to Twenty-Nine years completed Service \$ 330.00
- (f) Thirty to Thirty-Four years completed Service \$ 395.00
- (g) Thirty-Five to Thirty-Nine years completed Service \$ 460.00
- (h) Forty years or more completed Service \$ 525.00

ARTICLE 13 - CLOTHING REIMBURSEMENT AND UNIFORMS

13.01 Effective 1 July, 1991, full time plain clothes officers shall receive an annual clothing reimbursement of \$1,000.00, payable semi-annually. Part time plain clothes officers

shall receive a pro-rated clothing reimbursement of \$3.80 per day worked, paid semi-annually. Pro-rated payment shall include annual statutory leave time.

Full time plain clothes officers shall be paid on 1 January and 1 July in their first year of such duty, and on 1 July and 31 December in each subsequent year.

- 13.02 The Board shall provide uniforms and equipment as the Board considers adequate.
- 13.03 (a) Effective the first day of the first month following the execution of this Collective Agreement, the Board shall annually provide each member payment for dry cleaning services for clothing used in the course of duty up to a total payment of \$200.00.
- (b) The amount shall be pro-rated for members not employed for a full calendar year.
- (c) The method of satisfying this clause shall be at the discretion of the Board.

ARTICLE 14 - LIFE INSURANCE

- 14.01 The Board shall provide and pay 100% of the premium cost of a Group Life Insurance Plan for all members covered by this Agreement to provide coverage equal to twice the basic annual salary of each member.
- 14.02 The Board shall pay 100% of the billed premium cost of a Group Life Insurance Plan in the amount of three thousand dollars for each member who retires. Such plan shall cease upon the retiree attaining the age of 70 years.

ARTICLE 15 - MEDICAL, HOSPITAL AND DRUG INSURANCE

- 15.01 The Board shall pay 100% of the current premium costs to provide each member with the following:
- 15.02 Medical Insurance under the Ontario Health Insurance Plan.
- 15.03 Hospitalization under the Ontario Health Insurance Plan and Supplementary Blue Cross Plan for Hospital care for semi-private coverage.
- 15.04 Effective the first day of the first month following execution of the Collective Agreement, Blue Cross Extended Health Care including eye-glasses (maximum subsidy - \$160.00) and Hearing Aids (maximum subsidy \$500.00). Effective 1 January, 1990, the eye-glass subsidy maximum will be increased to \$180.00.

- 15.05 Blue Cross Dental Plan No. 9, or equivalent, with an orthodontic rider. The rider shall provide a \$1,500 maximum lifetime benefit per person, 50/50 shared risk. The Board shall deduct 50% of the additional cost of the premium, for the rider only, from participating employees. Effective 1 September, 1991, the Plan shall be based upon 1991 O.D.A. fee schedule; and effective 1 July, 1992, it shall be further updated to 1992.

ARTICLE 16 - SICK LEAVE CREDIT PLAN

- 16.01 The Sick Leave Credit Plan shall be in accordance with Appendix "B" of this Agreement, being By-Law 85-155 and present amendments thereto.

ARTICLE 17 - WORKERS' COMPENSATION

- 17.01 A member who is eligible for Workers' Compensation payments under the Workers' Compensation Act, R.S.O. 1980, c.505, as amended, shall be entitled to be paid by the Board a sum sufficient to supplement the statutory benefits up to the member's net basic pay as of the date of injury. The Board's liability hereunder shall extend for one year only from the date of the injury, following which the member may use accumulated sick leave credits as contemplated in By-law 85-155 and present amendments thereto, until the sick leave credits are exhausted. "Net basic pay" shall be interpreted so as to preclude the possibility of members receiving a greater net pay while on compensation than while working.
- 17.02 When a member is absent from work due to
- (a) A compensable accident, injury or illness under the Workers' Compensation Act, or
 - (b) A debilitating accident or illness,
- such member's annual leave shall be deferred until the member's return to full duty. Upon returning to full duty, the member shall be entitled to receive annual leave up to the amount of one year's accumulation, and the balance of any deferred leave shall be paid out to the member at the rate prevailing in the year in which it was earned.
- 17.03 A member covered by Article 17.01 and involving a third party shall notify the Chief of Police in writing of his decision whether or not to take the benefit package of the Workers' Compensation Board. Such decision shall be communicated to the Chief within 100 days after the exhaustion of the member's sick credits. No benefits will

be paid to the member beyond the 100 days unless such notice is received. If mutually agreed by both parties, this time limit can be extended. If a member decides to take action against a third party, such action shall include the recovery of his full salary paid to him/her during a period of incapacity.

ARTICLE 18 - COMPASSIONATE OR SPECIAL LEAVE

- 18.01 Compassionate leave shall be granted to a member in the amount of three working days to grieve the death of a relative. For the purpose of this section, a relative means: Spouse as defined in the Family Law Act, Child, Parent, Sibling, Spouse's Parent, Spouse's Sibling, Sibling's Spouse, Child's Spouse, Grandparents, Grandchildren, Spouse's Grandparents, or a person standing in loco parentis.
- 18.02 At the discretion of the Chief of Police, a member, in an appropriate case, may be granted additional leave or compassionate leave in circumstances other than those specified in Paragraph 18.01 of this Article.
- 18.03 Maternity Leave will be in accordance with The Employment Standards Act, it being provided there is no cost to the Board. A member on maternity leave shall have the privilege of making arrangements with the Regional Treasurer whereby she will pay the full cost of fringe benefits or any portion that is normally paid by the Board for the purpose of maintaining agreed upon benefits for the duration of the maternity leave. In that the appropriate legislation provides for only seventeen weeks of pregnancy leave, any leave in excess of that period, up to nine months maximum, may be taken only with the consent of the Board. A member on maternity leave shall not lose any seniority during such leave period but the maximum duration of leave shall be nine months.
- 18.04 Where a member, with at least twelve months and eleven weeks of continuous service, legally adopts a child, such member shall be entitled to an unpaid leave of absence of up to seventeen weeks. The member shall advise the Department as far in advance as possible with respect to a prospective adoption.

ARTICLE 19 - POLICE TRAINING EXPENSES

- 19.01 Effective 1 January, 1989, each member who is directed to attend Police College at Aylmer, or any other authorized course requiring accommodation on the part of the member at a place other than his usual residence, shall be paid an expense allowance in the amount of \$60.00 per week in

addition to his regular salary, and in addition shall be provided with the necessary books, equipment and other related expenses where necessary for such attendance. Effective 1 January, 1990, this allowance shall be increased to \$65.00.

- 19.02 Each member who makes application and who is approved by the Board to attend University or any institution of higher learning to take an approved degree course, technical course, seminar course, or to receive any training which will compliment his/her knowledge and be of benefit to the Service, may have all fees for tuition expenses paid by the Board. Such approval shall be in complete and uncontrolled discretion of the Board.

ARTICLE 20 - OUT-OF-TOWN TRIPS

- 20.01 When a member is required to go out of town on police duty (except for the purpose of training), he shall not be required to travel by motor vehicle more than 640 kilometres per day. Any such travel in excess of 640 kilometres per day shall be at the option of the member.

ARTICLE 21 - ASSOCIATION BUSINESS

- 21.01 Any member who is elected to represent the Association at the quarterly meetings of the Police Association of Ontario and/or the Annual Convention of the Police Association of Ontario, shall be granted leave to specifically attend these functions. Leave with full pay to attend the quarterly meetings of the Police Association of Ontario will be taken at the discretion of the Chief of Police. The number of representatives attending the annual convention shall not exceed six in number in accordance with the Police Association of Ontario Constitution and by-laws.

The total paid leave available to members of the Association for these Association activities shall not exceed 46 working days in any calendar year.

- 21.02 Any member who is elected or appointed to the Police Association of Ontario Board of Directors or the Executive Board shall be granted leave to attend Quarterly and Special Meetings of the Police Association of Ontario and to perform the necessary functions of that office, with full pay, but the total of such leave shall not exceed 15 working days per year to be taken at the discretion of the Chief of Police.
- 21.03 Members of the Bargaining and Grievance Committee shall be allowed time off, with full pay, to attend any meeting with the Board or Administration or Arbitration hearings, in order to carry out their function.

- 21.04 (a) At the request of the Association, a member elected to the office of the President of the Association shall be granted a leave of absence of one year. During such leave of absence, the member's salary and benefits shall be maintained by the Department and the Association agrees to re-imburse the Department in the amount of the full cost of such salary and benefits. It is understood that during such leave, the member shall be considered to be an employee of the Association, however, notwithstanding the effect of the collective Agreement, the member's seniority shall continue during such leave of absence.
- (b) Failing selection of (a) above, a member elected to the office of President of the Association shall be entitled to a cumulative leave of absence of 35 working days during the year. The Department shall maintain the member's salary and benefits during such leave and the Association agrees to reimburse the Department in the amount of the cost of such salary and benefits. Such leave shall be conditional upon sufficient notice of a request to be absent from work and subject to the reasonable operational requirements of the member's unit.

ARTICLE 22 - PENSION PLANS

- 22.01 The benefits from any Registered Pension Plans enjoyed by the members of the Service at the 31st day of December, 1974, shall continue in effect subject to any Statutory Amendment or Amendments that may hereafter be made.
- 22.02 Effective January 1st, 1975, and continuing each year thereafter, the Board shall purchase, in addition to O.M.E.R.S. Basic Pension Plan, a Type I, O.M.E.R.S. Supplementary Pension Plan at a 2% benefit rate to fully cover past and future service. Benefits become payable at normal retirement age 60.
- 22.03 Effective January 1st, 1981, and continuing each year thereafter, the Board shall also provide Early Retirement O.M.E.R.S. Supplement Type III to permit Early Retirement without actuarial reduction in benefits within ten years prior to a member's normal retirement date, when,

The member has completed 30 years of service with the employer.

OR

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).

22.04 Effective January 1st, 1982, members of the Service shall contribute 8% of their pensionable earnings towards Basic and Supplementary O.M.E.R.S. Pension Plans integrated with the Canada Pension Plan.

22.05 The Board agrees to contribute 100% of the total employee premium costs of:

1. Blue Cross Extended Health Care Plan.
2. Hospitalization under the Ontario Health Insurance Plan and Supplementary Blue Cross Plan for Hospital care for semi-private coverage.
3. Blue Cross Extended Health Care including eye-glasses (maximum subsidy \$160.00) and hearing aids (maximum subsidy \$500.00). Effective 1 January, 1990, the eye glass subsidy maximum shall be increased to \$180.00.
4. Blue Cross Dental Plan No. 9, 1989 O.D.A. fee schedule. Effective 1 July, 1990, the Plan shall provide for 1990 O.D.A. fee schedule.

To be applied to all employees retiring after January 1st, 1985, unless this service is provided from any other source. This coverage shall continue until the retired member reaches the age of 65 years or reaches his demise whichever comes first.

22.06 The Board agrees to contribute 100% of the total premium costs of:

1. Blue Cross Extended Health Care Plan.
2. Hospitalization under the Ontario Health Insurance Plan and Supplementary Blue Cross Plan for Hospital care for semi-private coverage.
3. Blue Cross Extended Health Care including eye-glasses (maximum subsidy \$160.00) and hearing aids (maximum subsidy \$500.00). Effective 1 January, 1990, the eye glass subsidy maximum shall be increased to \$180.00.
4. Blue Cross Dental Plan No. 9, 1989 O.D.A. fee schedule. Effective 1 July, 1990, the Plan shall provide for 1990 O.D.A. fee schedule.

To be applied to all those who become widows and dependent children of members of the Service after January 1st, 1985, unless this coverage is provided by any other source. Upon an annual certification by the Association that the status of the widow has remained the same, the Board shall continue its premium coverage until the widow reaches her demise, age, 65 years, or remarries, whichever comes first.

"Dependant children" shall mean such children up to the age of eighteen years, or up to twenty-one years if attending a post-secondary educational institution.

This coverage shall also apply to widows and dependants of members who retire after 1 January, 1985, and who die prior to age 65, unless this coverage is provided by any other source. Upon an annual certification by the Association that the status of the widow has remained the same, the Board shall continue its premium coverage until the widow reaches her demise, age 65 years, or remarries, whichever comes first.

ARTICLE 23 - GRIEVANCE AND COMPLAINT COMMITTEE

- STEP 1 When a member has any grievances or complaint, he shall within 120 hours, convey to his immediate superior, in writing, the relevant material facts relative to the grievance or complaint. The member and his superior shall make every attempt to resolve the problem at this preliminary stage.
- STEP 2 If the member and the superior fail to resolve the grievance or complaint to the satisfaction of the member, or if the superior fails to discuss, acknowledge or otherwise deal with the grievance within 120 hours, the member may within 48 hours invoke the following procedure in an attempt to remedy the cause of his grievance or complaint. The members shall have no right to this procedure unless he first attempts to resolve the difference by the preliminary procedure.
- STEP 3 The member shall communicate his grievance or complaint in writing to the Chief of Police and to the official representative of the Association, setting down the matters pertinent to the dispute.
- STEP 4** Such presentation shall be at a meeting between the Chief or his designate and the Grievance Committee or its designate(s) to be held within seven calendar days of the filing of the grievance under Step 3.
- STEP 5 The Chief of Police or his appointee shall, with reasonable dispatch, hear or receive the grievance or complaint and within ten days communicate in writing his decision relative to the grievance or complaint.

- STEP 6 The Association may, if dissatisfied with the ruling of the Chief of Police or his appointee or, if the Chief of Police or his appointee fails or refuses to deal with the grievance or complaint within the specified time, file with the Board the grievance or complaint within fifteen days of the date the grievance or complaint was submitted to the Chief of Police or his appointee.
- STEP 7 The Board shall investigate the grievance or complaint and/or cause an inquiry to be held between the persons involved in the dispute, and shall within thirty days of receipt of the grievance or complaint, submit in writing, their decision in the matter.
- STEP 8 The Association may, if dissatisfied with the decision of the Board or, if the Board fails to communicate, acknowledge or inquire into the grievance or complaint within the specified time, submit the matter to an arbitrator. The Association shall notify the Board of its desire to submit the grievance or complaint to an arbitrator, and if the Board and the Association do not within ten days agree upon a single arbitrator, the appointment of a single arbitrator shall be made by the Solicitor General upon request of either party, and the arbitrator shall hear the grievance or complaint within thirty days after his appointment and shall issue a decision within a reasonable time thereafter, and such decision is final and binding upon the parties.
- STEP 9 Each party shall share equally the cost of the arbitration proceedings and the cost of the arbitrator.
- STEP 10 Any time limits specified in this procedure may be enlarged or extended by consent of the parties then so engaged in the procedure.

ARTICLE 24 - PAY FOR POSTING AND ACTING RANKS

- 24.01** Any member who is designated by the Chief of Police or his designee, to perform the duties of a higher rank shall thereafter receive the pay of such higher rank for the number of days worked in this capacity, during such year.
- 24.02** (a) Selections for Specialist/Detective vacancies shall be made from the promotional list as generated by Article **25.01(b)**. Appointments under this Article **24.02** shall, subject to performance, be for a minimum of one year. Selections for Specialist vacancies in Identification need not be made from the promotional list.
- (b) Where the Chief or his designate assigns a Constable to the Criminal Investigation Division or

Identification Branch for the purpose of gaining experience in the operation of the unit, such Constable shall receive **his** normal rate of pay for the first twelve months on his first assignment. No more than two members at a time shall be assigned to each unit. No such assignment will exceed twelve consecutive months at a time.

ARTICLE 25 - VACANCIES

25.01 There shall be three methods for filling vacancies: lateral, promotional, and temporary. They are as follows:

(a) Lateral:

Where the Chief determines that there is a requirement for a permanent appointment in any rank in the bargaining unit above the rank of Constable, such position shall be posted for seven consecutive calendar days for application by other personnel holding the same rank as the declared vacancy. Where, in the judgement of the Chief, the skill, ability, qualifications, experience and suitability for the position are equal among the applicants considered, then seniority in the rank shall govern. The judgement of the Chief shall not be exercised in a manner that is arbitrary, discriminatory or in bad faith, and the Association shall have the right to challenge the Chief's judgement on this basis.

(b) Promotional:

Where the Chief has made a determination that there is a requirement for a permanent appointment as in (a) above and there are no qualified applicants from those holding the same rank as the declared vacancy, the promotional process shall be instituted. The chief shall recommend candidates for promotion on the basis that candidates of relatively equal merit shall be recommended in order of seniority.

(c) Temporary:

Where the Chief decides to fill a vacancy created by a temporary absence (due to vacation, illness or disability, a leave of absence, or an unfilled permanent appointment being filled under (a) or (b) above), he shall select replacements by the order of ranking of the unsuccessful candidates in the immediately preceding promotional competition for the rank that is being replaced. Where the chief decides

to fill a temporary vacancy not expected to exceed thirty (30) working days absence of the member being replaced, the Chief shall select from among the unsuccessful candidates in the Branch, Unit or Platoon where the absence occurs.

- (d) The above paragraphs shall be subject to the grievance and arbitration procedure with respect to the selections made thereunder.

25.02 Specific counselling shall be given to each member regarding his performance and behaviour, and that each member be required to acknowledge, through signing an evaluation form, that the evaluation and counselling has been conducted, and a copy of that form be supplied to him after the signing of same.

This evaluation form shall also provide adequate room for remarks by the member being rated.

ARTICLE 26 - SERVICE REDUCTION

26.01 In the event of a Service reduction, members shall be released in reverse order of seniority and members shall be recalled according to seniority provided that the member is mentally and physically fit. Such right to recall shall expire at the expiration of two years from the date of release and the obligation on the Board shall be completely discharged and the member shall have no other rights if he fails to respond within ten days of the notice of recall being sent by prepaid Registered Post to his last address on record with the Department.

ARTICLE 27 - GENERAL PROVISIONS

27.01 Whenever applicable in this Agreement, the singular shall include the plural and the masculine gender shall include the feminine.

ARTICLE 28 - LEGAL INDEMNIFICATION

28.01 Subject to the other provisions of this Article, a member charged with and finally acquitted of a criminal or statutory offence, because of acts done in the attempted performance in good faith of his/her duties as a police officer shall be indemnified for the necessary and reasonable legal costs incurred in the defence of such charges.

28.02 Notwithstanding Article 28.01, the Board may refuse payment

otherwise authorized under Article 28.01 where the actions of the officer from which the charges arose amounted to a dereliction of duty or abuse of his/her powers as a police officer.

- 28.03 Where a member is a defendant in a civil action for damages because of acts done in the attempted performance in good faith of his/her duties as a police officer, he/she shall be indemnified for the necessary and reasonable legal costs incurred in the defence of such an action where the Chief of Police is not joined in the action as a party pursuant to section 24(1) of the Police Act, and the Chief of Police does not defend the action on behalf of himself/herself and of the member as joint tortfeasors at the Board's sole expense.
- 28.04 Where a member intends to apply to the Board for indemnification hereunder, the member shall, within ten days of being charged or receiving notice of the legal proceedings covered herein, apply in writing to the Chief of Police or to the officer designated by the Chief of Police to deal with such applications for approval to retain counsel and approval of the counsel to be so retained. In the event of any dispute concerning the counsel to be retained, the matter shall be resolved by an officer designated by the Chief and a member of the Association Executive designated for that purpose.
- 28.05 For greater certainty, members shall not be indemnified for legal costs arising from:
- (a) grievances or complaints under the Collective Agreement between the Board and the Association or under the Police Act;
 - (b) the actions or omissions of members acting in their capacity as private citizens;
 - (c) proceedings and discipline charges under the Police Act and regulations.
- 28.06 For the purpose of this provision, a member shall not be deemed to be "finally acquitted" if as a result of charges laid he/she is subsequently found guilty of, or pleads guilty to, other charges arising out of the same incident or incidents.
- 28.07 For the purposes of this provision, "necessary and reasonable legal costs" shall be based on the account rendered by the solicitor performing the work, subject to the approval of the solicitor for the Board of Commissioners of Police, or, in the case of disagreement, subject to an

assessment by an assessment officer whose decision shall bind the parties.

ARTICLE 29 - RECORD OF CONVICTIONS

29.01 If an officer has no Police Services Act convictions on his record for five years, then all previous Police Act convictions shall be purged from his record.

The purged record shall be sealed and only accessible to the presenting officer for sentencing purposes where an officer has been found guilty of a major offence and his previous convictions are for a major offence(s).

ARTICLE 30 - TWO-OFFICER PATROL

30.01 Two-officer patrol units shall be assigned during the period of 2000 to 0600 hours for the below mentioned areas:

Zone 20

zones 12 and 13

Effective at 2000 hours to 0600 hours, Zones 12 and 13 shall become one zone which will be policed by a minimum of one two-officer patrol unit. This will ensure that all patrol and calls in the area known as **Zone 12** will be performed by a two-officer patrol unit.

Zones 14 and 15

Effective at 2000 hours to 0600 hours, Zones 14 and 15 shall become one zone which will be policed by a minimum of one two-officer patrol unit. This will ensure that all patrol and calls in the area known as Zone 15, will be performed by the two-officer patrol unit. In addition, all patrol and calls in the area known as Zone 16, north of the Sudbury Airport, will also be performed by a two-officer patrol unit.

Zone 11

Effective at 2000 hours to 0600 hours, the area west of Meatbird Creek at Regional Road 55, in Zone 11, shall be policed by a two-officer patrol unit. This will ensure that all patrol and calls in this area will be performed by a two-officer patrol unit.

Zone 90

Effective at 2000 hours to 0600 hours, the area east of Maple Street in Zone 90, shall be policed by a two-officer patrol unit. This will ensure that all patrol and calls in this area will be performed by a two-officer patrol unit.

Beat Patrol

Between October 1st and April 30th, an officer assigned to foot patrol in Zone 20, shall remain on foot patrol until 2130 hours. Commencing at 2131 hours, the officer will be assigned to the patrol unit in Zone 30, it thereby becoming a two-officer patrol unit.

Between May 1st to September 30th, the same policy shall apply with the exception of the hours being 2400 rather than 2130.

General

For the purposes of the section, the foot patrol hours will be as follows:

October 1st to April 30th: 0800 hours to 2130 hours

May 1st to September 30th: 0800 hours to 2400 hours

This section does not preclude the officer being granted time off when circumstances permit, as the Zone 30 unit is not a mandatory two officer patrol unit.

ARTICLE 31 - OPTIONAL PURCHASE OF PAST SERVICE

31.01 The Board shall facilitate the purchase of optional past service under the applicable terms and conditions of the O.M.E.R.S. pension plan provided that the full cost of such purchase is assumed by the member making it.

ARTICLE 32 - DURATION AND EFFECTIVE DATE

32.01 The Agreement shall remain in effect ~~until~~ the 31st day of December, 1992, unless either party gives to the other party ~~a written notice~~ of a desire to amend this Agreement, then it shall continue in effect for a further year without change.

32.02 Notice that amendments are required may only be given within the period of 90 days prior to the expiration date of the Agreement, or any anniversary date of such expiration date.

32.03 If notice of desire to amend the Agreement is given by either party, the other party shall meet for the purpose of negotiations within a period of fifteen calendar days from the receipt of such notice if requested to do so, provide however, a reasonable extension of time shall be granted if so requested by either party.

DATED AT Sudbury, Ontario this 24th day of June 1991.

**FOR SUDBURY REGIONAL
POLICE ASSOCIATION**

**FOR SUDBURY REGIONAL POLICE
SERVICES BOARD**

Laurier Denomme
President

[Signature]
Chairman

E. Toffoli
Member

[Signature]
Vice-chairman

Brian Ingle
Member

[Signature]
Member

Arden MacDonald
Member

[Signature]
Member

P. H. Bain
Member

[Signature]
Member

APPENDIX 'A'
SALARY SCHEDULE
JANUARY 1, 1991

<u>RANK</u>	<u>HOURLY RATE</u>	<u>BI-WEEKLY</u>	<u>ANNUAL</u>
STAFF SERGEANT	29.10	2,328.00	60,760.80
SERGEANT	26.67	2,133.60	55,686.96
1ST CLASS CONSTABLE	23.78	1,902.40	49,652.64
2ND CLASS CONSTABLE	20.96	1,676.80	43,764.48
3RD CLASS CONSTABLE	18.95	1,516.00	39,567.60
4TH CLASS CONSTABLE	16.11	1,288.80	33,637.68
CADET 3RD LEVEL	12.23	978.40	25,536.24
CADET 2ND LEVEL	11.24	899.20	23,469.12
CADET 1ST LEVEL	10.88	870.40	22,717.44
SPECIALIST/DETECTIVE	25.22	2,017.60	52,659.36

JULY 1, 1991

STAFF SERGEANT	29.39	2,351.20	61,366.32
SERGEANT	26.93	2,154.40	56,229.84
1ST CLASS CONSTABLE	24.02	1,921.60	50,153.76
2ND CLASS CONSTABLE	21.16	1,692.80	44,182.08
3RD CLASS CONSTABLE	19.14	1,531.20	39,964.32
4TH CLASS CONSTABLE	16.27	1,301.60	33,971.76
CADET 3RD LEVEL	12.23	978.40	25,536.24
CADET 2ND LEVEL	11.24	899.20	23,469.12
CADET 1ST LEVEL	10.88	870.40	22,717.44
SPECIALIST/DETECTIVE	25.47	2,037.60	53,181.36

Coach Officer: 4% above the 1st Class Constable rate, while engaged as a Coach Officer.

Breath Technician: \$800.00 per year above the member's salary, pro-rated on annual basis.

**** All members assigned to C.I.D. and Identification, as of 5 June, 1991, who have been Acting Sergeants for more than 3 consecutive years, shall not have their current rate reduced to the Specialist rate while assigned to these units, but shall continue to receive the Sergeant's rate, current from time to time, until 31 December, 1995.

Members who have been Acting Sergeants in Identification for less than three consecutive years shall receive the rate for Sergeants until 31 December, 1991, at which time they will revert to Specialist rate.

APPENDIX 'A'
SAURY SCHEDULE
JANUARY 1, 1992

<u>RANK</u>	<u>HOURLY RATE</u>	<u>BI-WEEKLY</u>	<u>ANNUAL</u>
STAFF SERGEANT	30.93	2,474.40	64,581.84
SERGEANT	28.35	2,268.00	59,194.80
1ST CLASS CONSTABLE	25.28	2,022.40	52,784.64
2ND CLASS CONSTABLE	22.27	1,781.60	46,499.76
3RD CLASS CONSTABLE	20.14	1,611.20	42,052.32
4TH CLASS CONSTABLE	17.12	1,369.60	35,746.56
CADET 3RD LEVEL	12.88	1,030.40	26,893.44
CADET 2ND LEVEL	11.83	946.40	24,701.04
CADET 1ST LEVEL	11.45	916.00	23,907.60
SPECIALIST/DETECTIVE	26.81	2,144.80	55,979.28

JULY 1, 1992

STAFF SERGEANT	31.32	2,505.60	65,396.16
SERGEANT	28.70	2,296.00	59,925.60
1ST CLASS CONSTABLE	25.59	2,047.20	53,431.92
2ND CLASS CONSTABLE	22.55	1,804.00	47,084.40
3RD CLASS CONSTABLE	20.39	1,631.20	42,574.32
4TH CLASS CONSTABLE	17.34	1,387.20	36,205.92
CADET 3RD LEVEL	12.88	1,030.40	26,893.44
CADET 2ND LEVEL	11.83	946.40	24,701.04
CADET 1ST LEVEL	11.45	916.00	23,907.60
SPECIALIST/DETECTIVE	27.15	2,172.00	56,689.20

Coach Officer: **4%** above the **1st** Class Constable rate, while engaged as a Coach Officer.

Breath Technician: **\$800.00** per year above the member's salary, pro-rated on annual basis.

**** All members assigned to C.I.D. and Identification, as of 5 June, **1991**, 'who have been Acting Sergeants for **more** than 3 consecutive years, shall not have their current rate reduced to the Specialist rate while assigned **to** these units, but shall continue to receive the Sergeant's rate, current from time to time, until **31** December, **1995**.

Members who have been Acting Sergeants in Identification for less than three consecutive years shall receive the rate **for Sergeants** until **31** December, **1991**, at which time they will revert to Specialist rate.

LETTER OF AGREEMENT

B E T W E E N :

SUDBURY REGIONAL POLICE SERVICES BOARD
(hereinafter referred to as "the Board")

- and -

SUDBURY REGIONAL POLICE ASSOCIATION
(hereinafter referred to as "the Association")

The parties agree to establish a committee to examine the replacement of the existing sick leave plans, upon the following terms:

1. The committee shall be comprised of four members, two appointed by the Association and two appointed by the Board;
2. The Board shall provide funding of \$3,000.00 to the committee for its functions.
3. The committee shall review the existing sick leave plans provided by the Board and the Association, and the usage and experience thereunder, and shall review alternative plans, on the criteria of coverage of members, cost and effectiveness.
4. The committee shall provide a report to each party in advance of the commencement of negotiations for the renewal of this collective agreement.

DATED AT Sudbury, Ontario this 29th day of May, 1991.

SUDBURY REGIONAL POLICE ASSOCIATION

Laurence Demonne
E. Toffoli
Brian Insley
Arden Macdonald
R.H. Bain

SUDBURY REGIONAL POLICE SERVICES BOARD

[Signature]
[Signature]
Jaqueline Linn
R. Buccini

LETTER OF AGREEMENT

B E T W E E N:

SUDBURY REGIONAL POLICE SERVICES BOARD
(hereinafter referred to as "the Board")

- a l -

SUDBURY REGIONAL POLICE ASSOCIATION
(hereinafter referred to as "the Association")

For the term of this Collective Agreement, the complement in C.I.D. and Youth Bureau shall consist of 50% confirmed Sergeants and 50% Specialists/Detectives.

Where achieving this complement requires the transfer out of any personnel, the Board agrees that the number of members in Youth Bureau who are most junior in service shall be so transferred.

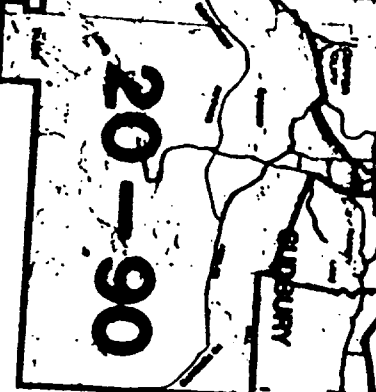
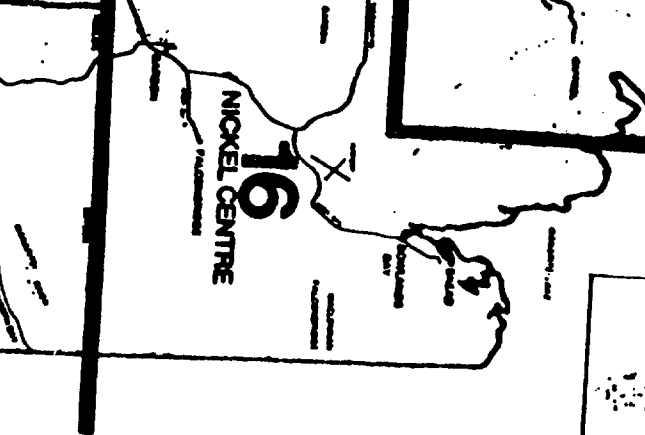
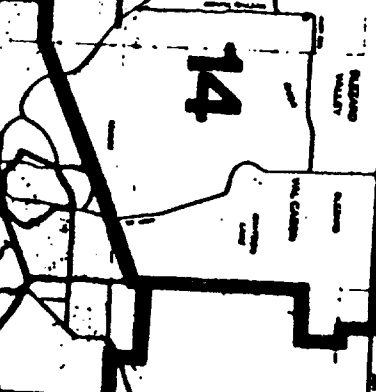
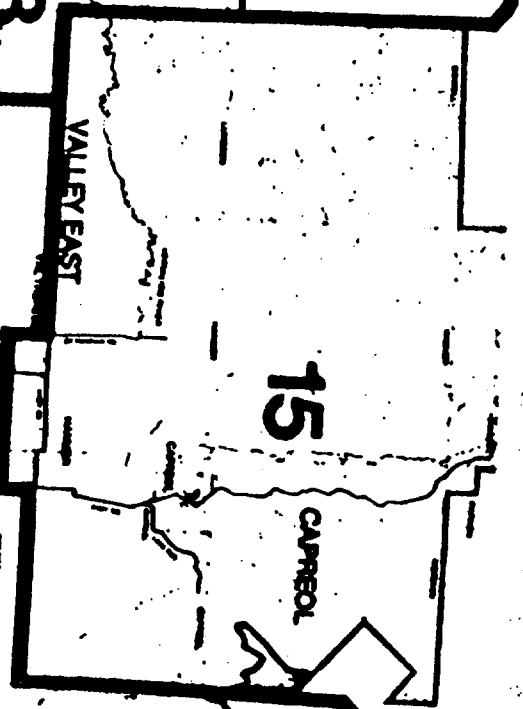
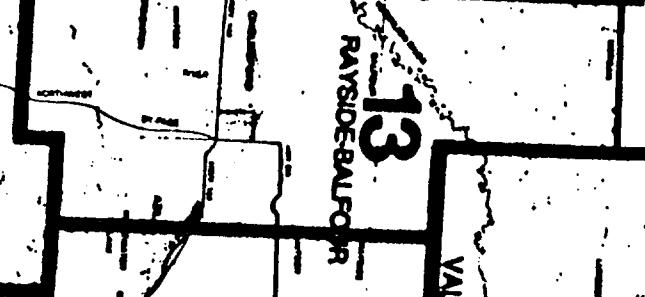
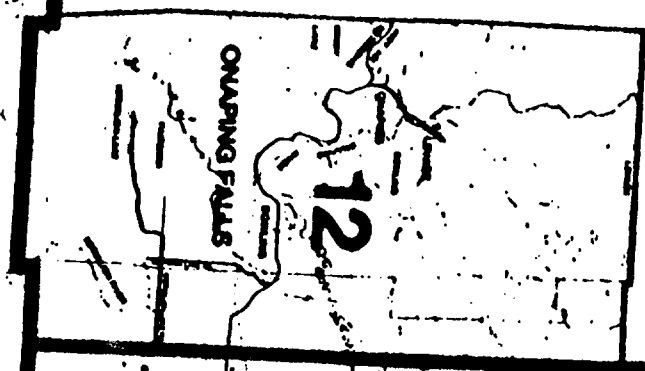
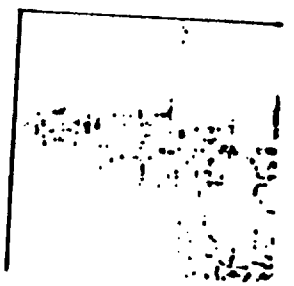
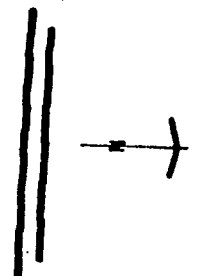
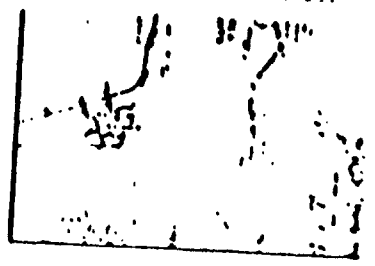
DATED AT Sudbury, Ontario this 5th day of June, 1991.

SUDBURY REGIONAL POLICE ASSOCIATION

Louis De nonne
E. Toffoli
Brian Jones
Arden MacDonald
R. H. Bain

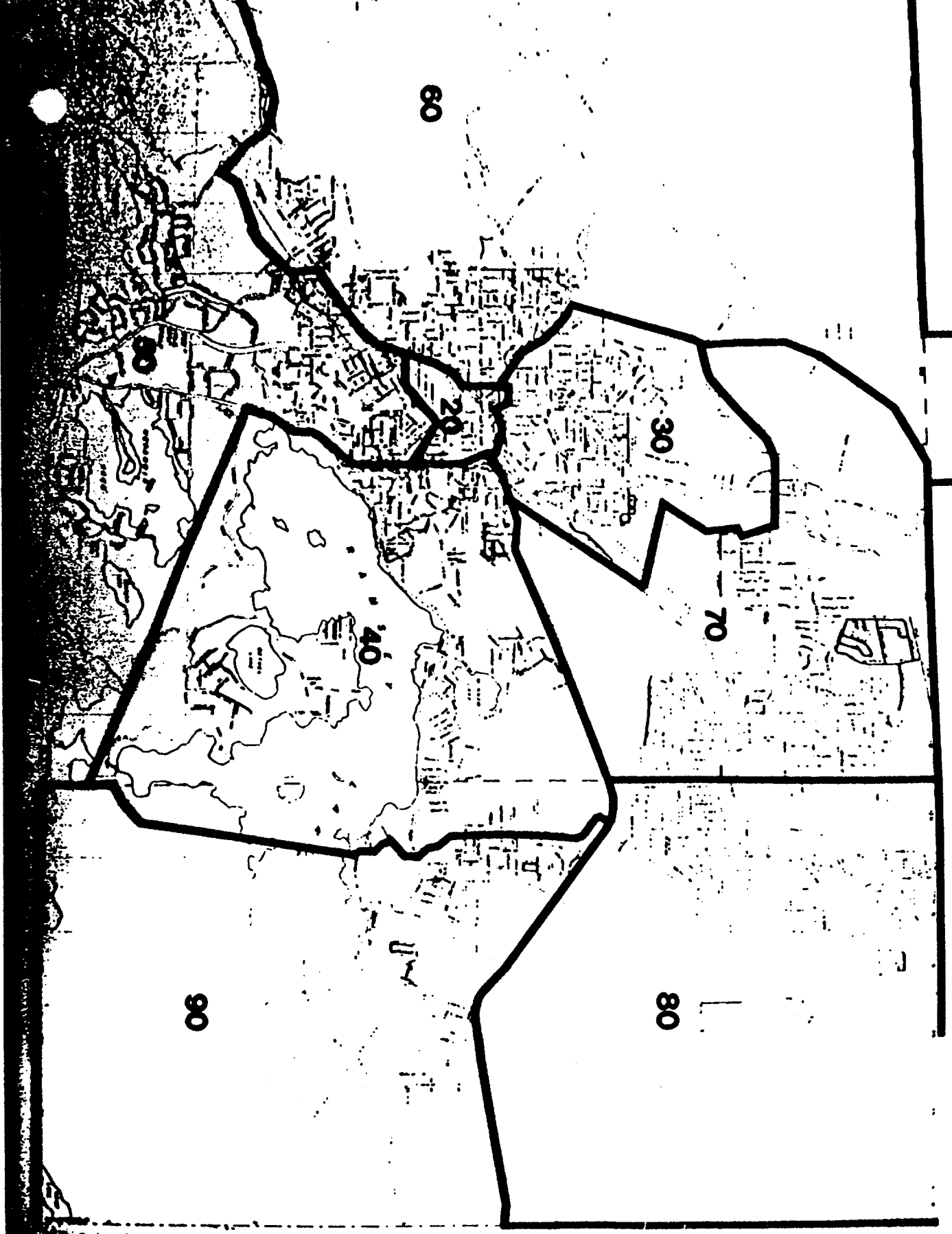
SUDBURY REGIONAL POLICE SERVICES BOARD

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REGIONAL MUNICIPALITY OF SUDBURY

STREET MAP
OF THE NORTH HALF OF THE
CITY OF SUDBURY



BEING A BY-LAW OF THE REGIONAL MUNICIPALITY
OF SUDBURY CONCERNING SICK LEAVE CREDIT
GRATUITIES FOR THE EMPLOYEES OF THE REGIONAL
MUNICIPALITY OF SUDBURY

WHEREAS the Council of The Regional Municipality of Sudbury deems it desirable to continue the plan of sick leave credit gratuities for the employees of The Regional Municipality of Sudbury established by By-law 73-30 as amended;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE REGIONAL MUNICIPALITY OF SUDBURY HEREBY ENACTS AS FOLLOWS:

1. In this By-law, .
- (a) "AREA MUNICIPALITY" means any one of the seven area municipalities of The Regional Municipality of Sudbury,
 - (b) "BASIC RATE" means the rate of pay of the individual's permanent job classification at the time of injury/sickness,
 - (c) "COUNCIL" means the Council of The Regional Municipality of Sudbury,
 - (d) "DEPARTMENT HEAD" means the Chief Administrative Officer, Regional Engineer, Regional Planning Director, Regional Treasurer, Regional Clerk, Co-ordinator of Economic Development, Director of Health and Social Services, Regional Personnel Director, Regional Solicitor, Chief of Police and their designates,
 - (e) "EMPLOYEE" means any person in the employ of the Region, except
 - (1) temporary employees,
 - (2) contract employees,
 - (3) non-union employees, being persons not covered by a collective agreement negotiated pursuant to the Labour Relations Act of Ontario, and hired after December 31st, 1980.

- employees of The Canadian Union of Public Employees, Locals 86, 8207 and 8207 - Social Services, C.L.C. hired on or after July 1st, 1982,
- employees who are members of the Ontario Nurses Association and employed as Nurses at Pioneer Manor,
- employees, civilian and police, who are covered by the terms of reference in the Senior Officers Memorandum of Agreement hired on or after October 1st, 1978,
- the Chief of Police and the Deputy Chief hired on or after October 1st, 1978, and
- (8) employees on probation, but "employee" in this by-law does include police officers on probation.

- (f) "EMPLOYEE HEALTH CARE - personal maintenance of" means the personal attendance by a legally qualified and licensed medical practitioner, medical specialist, dentist, chiropractor, optometrist or physio-therapist for diagnostic or treatment services to an employee whether through direct employee contact or subsequent referral,
- (g) ✓ "MONTH" shall mean a calendar month,
- (h) "NET PAY" means the value of the employee's basic rate of pay less U.I.C., C.P.P., Income Tax, and O.M.B.R.S. Deductions,
- (i) ✓ "PERSONNEL DIRECTOR" means the Personnel Director of The Regional Municipality of Sudbury,
- (j) ✓ "REGION" means The Regional Municipality of Sudbury,
- (k) ✓ "REGULAR ATTENDANCE" means the attendance of an employee at his duties for any month, on the days and during the hours for which his attendance is required during that month, according to the terms of his employment,

(l) ✓ **"SERVICE"** means all attendances and authorized leaves of absence with pay, but shall not include leave of absence without pay in excess of two consecutive weeks,

(m) ✓ **"SICK LEAVE ABSENCE"** means absence from regular attendance by sickness or other physical incapacity for which such leave of absence may be paid from the established credits,

(n) **"SICK LEAVE CERTIFICATE"** means a certificate verifying a claim for sick leave in the form attached hereto and forming part of this By-law Schedule "A", or in the case of Police Officers, in the form attached as Schedule _____

✓(o) **"SICK LEAVE CREDIT"** means a per diem allowance or portion thereof as provided by this By-law for sick leave absence, and

✓(p) **"TREASURER"** shall mean the Treasurer of The Regional Municipality of Sudbury.

2. (a) A plan of sick leave credit gratuities is hereby continued for all employees and, subject to the control of Council, the conduct and management of the plan shall be vested in the Personnel Director.

(b) The Personnel Director shall perform all things necessary or incidental to carry on the sick leave credit gratuities plan.

Each Department Head, in conjunction with the Personnel Director, shall have the power to allow, amend or disallow any sick leave credit or sick leave absence for an employee in accordance with the terms of this By-law, provided, however, that the disallowance by the Department Head of any sick leave credit or sick leave absence shall be subject to the appeal set out in Section 5 of this By-law.

(c) The Treasurer shall provide and keep a Register in which all sick leave credits and sick leave absences for all employees shall be recorded so that the register will show the net sick

~~SECTION 5. (a) An employee shall report his illness no later than the first hour on the first day on which such employee is absent from his work, to his Department Head or designate for salaried employees, or to the Operations Department (Time Office) for hourly-rated employees.~~

11/1/74

5. (a) An employee shall report his illness no later than the first hour on the first day on which such employee is absent from his work, to his Department Head or designate for salaried employees, or to the Operations Department (Time Office) for hourly-rated employees.

(b) Notwithstanding Section 5(a) above, Police officers shall report his illness at least one (1) hour before his scheduled starting time to the police officer on duty in the Uniform Platoon Sergeant's office.

(c) Upon an employee's return, he shall file with the Treasurer the approved sick leave certificate as set out in Schedule "A", or, in the case of Police Officers, Schedule "B", and, if the absence has been in excess of three consecutive work days, he shall also file a physician's certificate.

(d) Except for Police Officers the sick leave certificate, supported by a physician's certificate, if applicable, shall be filed when the claim of any employee is for a day immediately preceding or succeeding a public holiday, vacation leave, a Saturday or a Sunday, or the employee's normal day off.

(e) For Police Officers, the sick leave certificate, supported by a physician's certificate if applicable, shall be filed when the claim of a Police Officer is for a day immediately preceding or succeeding the officer's vacation leave or the officer's regularly scheduled day off.

(I) A Department Head, upon previous notice or interview, may demand a medical doctor's certificate for one-day or two-day sick leave or absence.

6. (a) Prior to the end of February of each year, the Treasurer shall cause to be delivered to each Department Head an annual statement of sick leave credits for each employee in the Department. Any employee shall have the right to appeal the

4. (a) An employee who is absent from his duties not more than five (5) working days from [REDACTED] suffered during the course of his duties or an employee of the Region may apply to the Region to [REDACTED] in pay between his Worker's Compensation and his net pay. If [REDACTED] request is made, then commencing on the sixth [REDACTED] day and for each additional work day for which the employee is absent due to the accident, there shall be charged against his sick leave credits that portion paid to the said employee by the Region, converted to days or a portion thereof.

(b) The Region shall only deduct from the employee's sick leave credits the excess portion of wages between the Worker's Compensation and his net basic daily rate. Should the employee's sick leave credits become exhausted, then the Region shall not continue further payments.

(c) No employee shall receive sick leave absence in excess of his accumulated sick leave credit.

(d) Employees may be allowed up to a maximum of three (3) days pay for compassionate family reasons which days of absence shall be deducted from their accumulated sick leave credits, subject to the provision that such compassionate leave is not provided by some other Region provision.

(e) An employee shall not be entitled to benefits under Section 4(d) if he fails, upon request, to furnish his supervisor with reasonable proof of attendance at the function requiring such compassionate leave of absence.

(f) Accumulated sick leave credits shall not be paid out for the time period an employee would qualify for Unemployment Insurance Benefits for Maternity Leave.

(g) An employee may subsidize his Weekly Indemnity Insurance Coverage to that of his basic salary, from his accrued sick leave credits in keeping with Regional policy and practices and the terms and conditions of the Master Contract.

leave credit of an employee which remains after all his sick leave absences have been deducted from his accumulated sick leave credits.

(d) Sick leave absences for those employees who normally are considered to work a five-day week shall be charged against the credits provided therefor, on the basis of a day off being equal to one day's credit. Sick leave absences that are less than a

For four absence basis.

(e) Employees requiring sick leave absences for "Employee Health Care - personal maintenance of" shall be restricted to a maximum of four hours pay within a span of a work day.

(f) Sick leave absences for those employees who normally work a four-day week shall be charged against the credit provided therefor, on the basis of a day off being equal to 1.250 (one and one-quarter) days' credit.

3. All employees who are members of C.U.P.E., Local 1111 Full-time Unit, or covered by the Uniformed Police Association Collective Agreement, shall be entitled to a sick leave credit of one and one-half (1 1/2) days for every attendance, and the sick leave credits of an employee shall be cumulative, provided that an employee will not be entitled to a sick leave absence if:

- (i) he has taken an unauthorized leave of absence during the month, or if
- (ii) he has taken an unauthorized leave of absence without pay for a period in excess of two (2) calendar weeks. Where such leave extends into more than one (1) month the sick leave credit will not be granted for the month in which the greater number of days of absence occurred.

contents of the said statement in relation to the credits and deductions for the previous year on written application, to be filed with the Treasurer of the Region prior to the 15th day of March of the year in which the statement was received, provided that if no appeal is filed as aforesaid the contents of the said statement shall be considered final and binding.

(b) A Board of Review for hearing of such appeals is hereby constituted consisting of the President of the appealing employee's union (or a representative in the case of a non-union employee), the Personnel Director, and a Chairman of the Board, to be selected by the Union President (or the non-union representative) and the Personnel Director. If the Union President (or non-union representative) and the Personnel Director are unable to agree, then the selection of Chairman shall be made by the Region Solicitor in his sole discretion. A majority decision of the Board of Review shall be final and binding upon the Region and the employee.

(c) Where an appeal is filed with the Treasurer he shall forthwith notify the Personnel Director and President of the appealing employee's union (or non-union representative). The Board shall set a date for the hearing of the appeal and the Chairman shall notify the Treasurer of such date and place of hearing, whereupon the Treasurer shall mail or deliver to the appellant notice of the date and place of the sitting of the Board. Such notice shall be mailed or delivered not less than seven (7) days prior to the date set by the board for the hearing of the appeal.

(d) The decision of the Board of Review in respect to my appeal shall be reported to the Treasurer who shall record in the register the decision of the Board of Review.

7. (a) When an employee having [redacted] of completed service with the Region or on transfer with uninterrupted service from an Area Municipality ceases to be employed by the Region, there shall be paid to him or to his personal representative or, failing a personal representative, to such other person as the Board of Review may determine:

(i) for those employees who are normally considered to be working a five-day week an amount equal to his current daily salary, wages or other remuneration for one-half the number of days to his credit, and, in any event, not in excess of the amount of one-half year's earnings at the basic daily rate received by him immediately prior to termination of employment.

(ii) for those employees who normally work a four-day week an amount equal to $.80$ ($4/5$) of his current daily salary, wages or remuneration for one-half the number of days to his credit, and, in any event, not in excess of the amount of one-half year's earnings at the basic daily rate received by him immediately prior to termination of employment.

8. Accumulated sick leave credits payable herein shall be payable to any qualified employee under Section 7(a) upon termination of employment regardless of cause, provided, however, that the Region may withhold therefrom any amount for which such employee is legally liable to account to the Region in which case all sums withheld up to the full amount of such liability shall forthwith vest in and be the property of the Region. Any dispute over amounts so withheld shall be determined by the grievance procedure established by the relevant bargaining agreement for the employee. This By-law shall not give the Region rights or remedies for collection of debts or taxes not conferred by law.

9. This By-law does not apply to Nurses employed at Pioneer Manor Home for the Aged in The Regional Municipality of Sudbury, as the result of an arbitration award made pursuant to The Hospital Labour Disputes Arbitration Act by Brent Arbitrations Incorporated dated the 16th day of September, 1980.

10. By-laws 71-20, 73-110, 75-27, 77-170, 80-189, 80-237 And 83-135 are hereby ~~repealed~~, with all credits and gratuities established under those By-laws continued.

READ THREE TIMES AND FINALLY PASSED IN OPEN COUNCIL this 25th day of September, 1985.

J. Lewis
CHAIRMAN

Paul Philion
CLERK

Paul Philion

SICK LEAVE CERTIFICATE

(1) EMPLOYEE'S APPLICATION FOR SICK LEAVE ABSENCE

I hereby apply for sick leave absence and certify that my absence was occasioned by _____ sickness

_____ accident

from _____ to _____
inclusive.

Total Days _____

Date _____, 19__

DECISION ON APPLICATION

(2) The above application

(1) is approved

(2) is not approved

(3) is approved but amended as follows:

Dated _____, 19__

Signature of Department Head

**SCHEDULE "B" TO BY-LAW 85
OF THE REGIONAL MUNICIPALITY OF SUDBURY**

SICK LEAVE CERTIFICATE

EMPLOYEE'S APPLICATION FOR SICK LEAVE ABSENCE

(1) DATE REPORT RECEIVED _____ TIME _____
NAME OF EMPLOYEE BOOKING SICK _____
NAME OF PERSON BOOKING EMPLOYEE OFF SICK _____
DAY SHIFT _____ AFTERNOON SHIFT _____ NIGHT SHIFT _____
OFFICER RECEIVING REPORT _____
INDIVIDUAL DATES AND HOURS OFF DUE TO ILLNESS _____ OR ACCIDENT _____
TO BE INDICATED: _____

THIS ABSENCE WAS IMMEDIATELY PRECEDED OR FOLLOWED BY DAYS OFF OR VACATION LEAVE AS FOLLOWS:

DATES _____
DATED _____ EMPLOYEE'S SIGNATURE _____
CHECKED AND FOUND CORRECT _____
ENTRY COMPLETED IN SICK LEAVE BOOK _____
..... (Officer In Charge)

(2) **PHYSICIAN'S CERTIFICATE**

I, THE UNDERSIGNED, A DULY REGISTERED AND QUALIFIED MEDICAL PRACTITIONER CERTIFY THAT WAS JUSTIFIED IN ABSENTING HIM/HER SEW FROM DUTY DUE TO ILLNESS/ ACCIDENT, DURING THE PERIOD _____ TO _____
(Date commenced) (Date concluded)
AND THE SAID OFFICER IS NOW PHYSICALLY AND MENTALLY CAPABLE OF RETURNING TO FULL POLICE DUTES.
DATED AT SUDBURY, _____ 19____. SIGNATURE _____

NAME (PLEASE PRINT)
.....

(3) **DECISION ON APPLICATION**

THE ABOVE APPLICATION _____ NO. OF HOURS _____

- (1) _____ IS ALLOWED
- (2) _____ IS NOT ALLOWED
- (3) _____ IS ALLOWED BUT AMENDED AS FOLLOWS:

(Signature of Chief of Police)

SCHEDULE "B" TO BY-LAW 85
OF THE REGIONAL MUNICIPALITY OF SUDBURY

SICK LEAVE CERTIFICATE

EMPLOYEE'S APPLICATION FOR SICK LEAVE ABSENCE

(1) DATE REPORT RECEIVED _____ TIME _____
NAME OF EMPLOYEE BOOKING SICK _____
NAME OF PERSON BOOKING EMPLOYEE OFF SICK _____
DAY SHIFT _____ AFTERNOON SHIFT _____ NIGHT SHIFT _____
OFFICER RECEIVING REPORT _____
INDIVIDUAL DATES AND HOURS OFF DUE TO ILLNESS — OR ACCIDENT _____
TO BE INDICATED: _____

THIS ABSENCE WAS IMMEDIATELY PRECEDED OR FOLLOWED BY DAYS OFF OR VACATION LEAVE AS FOLLOWS:

DATES _____
DATED _____ EMPLOYEE'S SIGNATURE _____
CHECKED AND FOUND CORRECT _____
ENTRY COMPLETED IN SICK LEAVE BOOK _____
..... (Officer in Charge)

(2) PHYSICIAN'S CERTIFICATE

I, THE UNDERSIGNED, A DULY REGISTERED AND QUALIFIED MEDICAL PRACTITIONER CERTIFY THAT _____ WAS JUSTIFIED IN ABSENTING HIM/HER SEW FROM DUTY DUE TO ILLNESS/ ACCIDENT, DURING M E PERIOD (Date commenced) _____ TO (Date concluded) _____ AND THE SAID OFFICER IS NOW PHYSICALLY AND MENTALLY CAPABLE OF RETURNING TO FULL POLICE DUTES.
DATED AT SUDBURY, _____ 19____. SIGNATURE _____

NAME (PLEASE PRINT)

(3) DECISION ON APPLICATION
THE ABOVE APPLICATION NO. OF HOURS _____
(1) _____ IS ALLOWED
(2) _____ IS NOT ALLOWED
(3) _____ IS ALLOWED BUT AMENDED AS FOLLOWS:

(Signature of Chief of Police)