

# Collective Agreement

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Between:

GREATER SUDBURY POLICE SERVICES BOARD  
(hereinafter referred to as "the Board" or "the Employer")

-and-

**Sudbury 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 Greater Sudbury 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 2005**

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## **Article 1 - Scope**

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This agreement shall apply only to those members of the Greater Sudbury Police Service holding a rank or classification as set out in appendix “A” hereto. Whenever applicable in this agreement, the singular shall include the plural, the masculine gender shall include the feminine and the feminine shall include the masculine.

## **Article 2 - Definitions**

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- 2.01 (a) **“Association” means the Sudbury Police Association.**
- (b) “Board” means the Greater Sudbury Police Services Board.
- (c) “Chief of Police” means the chief of the Greater Sudbury 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 Greater Sudbury 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 20.01.**
- (III) Cadets will perform duties as have been assigned traditionally. Any change, alteration or enhancement of those duties shall be subject to consultation and agreement with 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.

(IV) The introduction of a Cadet Program 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 Services Act of Ontario and the regulations thereto.
- (i) "Experienced Recruit" shall mean a former member of an accredited police service who has had no longer than one year break in policing service, who is not subject to the same degree of training or orientation to policing duties as a Cadet. In order to determine the starting rate of pay, all previous police experience shall be evaluated. Such member shall be granted one classification step for each completed year of active service to a maximum of First Class Constable.
- (j) "Coach Officer" shall mean a First Class Constable who is assigned to perform his duties as a training officer. The only exception to this is an experienced recruit who has attained First Class Status at his previous service.

The rate of pay for members acting as coach officers will be as listed in appendix "A" of this agreement as it pertains to coach officers.

- (k) "Breath Technician" shall mean a member designated as such by the Solicitor General.
- (l) "Supervisor" shall mean a Sergeant or a Staff Sergeant.
- (m) "Senior Constable Designation" effective October 1, 2002 **and ceases on July 01, 2005**

Qualifications:

- (1) must have completed 15 years of sworn service as a police officer
- (2) (i) must successfully complete the local procedures examination achieving a mark of 70% or higher to remain qualified. The passing mark on this exam remains in effect for **five (5)** years at which time the

- exam must be successfully completed in order to remain qualified, or
- (ii) successfully complete, in the officers 15<sup>th</sup> year or greater, the OPC Constable to Sergeant exam and the services local procedures exam attaining an overall mark of 70% or higher. The passing mark on this exam remains in effect the remainder of the officer's career for the purpose of "Senior Constable Designation"
- (3) the candidate must obtain a satisfactory annual evaluation
  - (4) to be eligible and remain eligible for classification as a Senior Constable, the member must be free of discipline conviction under the Police Services Act in the preceding two (2) years for which:
    - (i) the confirmed penalty was forfeiture in excess of forty (40) or more hours of pay or leave, or in excess of (40) or more hours suspension without pay and
    - (ii) if an appeal is initiated and conviction upheld the two years will be counted from the disposition of the appeal.

Pay:

- (1) Constables who have qualified for this designation shall receive a premium (2) percent of the salary of a First Class constable.
- (2) Members holding the designation of Senior Constable shall receive the additional "Coach Officer" premium while engaged as a Coach Officer.
- (3) Members holding the designation of Senior Constable shall receive the additional premium of Breath Technician when qualified as such.

Term of Entitlement:

- (1) Shall commence on the anniversary date of reaching fifteen (15) years service provided all qualifications are satisfied.
- (2) Shall cease on the occurrence date of any one of the following:
  - (a) member ceases to be a first class constable

- (b) member is promoted to a rank above that of a first class constable, **including I.D. Specialist Designation.**
- (c) member is receiving pay for the rank of acting sergeant
- (d) member fails to remain qualified

### **Article 3 - Recognition**

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- 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 practiced 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**

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- 4.01 It is agreed and understood by the parties hereto that there shall be a compulsory check off as a condition of employment for 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 City of Greater 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**

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- 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 Police Services Board 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**

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- 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 shall be entitled to a 60 minute lunch period per tour of duty where requirements of the service permits. Lunch periods shall be scheduled by the Platoon Commander not earlier than the end of the third hour of the tour and not later than two and one-half hours before termination of the tour of duty.
- 6.03 **Where the requirements of the Service do not permit a member to take a lunch break during the initially assigned lunch time, the supervisor may assign another lunch period within the prescribed times as in 6.02 above. Where the member does not receive a lunch period during the tour of duty, the member shall be credited with his 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**

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- 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**

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- 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 submitting application to the Chief of Police via "Special Request Form" at least 30 days prior to the requested pay date.**
- 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 stand-by he shall be granted a minimum of two and one-half hours at straight time for each 24 hour period of stand-by. For the purposes of this article, stand-by 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 two and one-half times 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**

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- 9.01 (a) When a member, as a result of police duties with the Greater Sudbury Police Service, 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 his normal rate of pay for each additional hour or part thereof.

If a member is required to attend court in another jurisdiction as a result of his duties with another service and he is on duty, no time will be deducted in order to attend court.

- (b) When a member is on course and required to attend court, his traveling 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 City of Greater 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 30 days prior to the pay period.

- 9.03 If a member is required to attend court while he is on 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 30<sup>th</sup> 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.
- 9.06 A member who has retired and is required under subpoena to attend court for cases initiated as a result of duties while an active member shall be paid a flat rate of **\$75.00** for each day or part thereof he/she spends in court.

#### Article 10 - Meal Allowance

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- 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

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- 11.01 All members shall receive vacations with pay based on length of continuous service as follows:
- (a) When a member joins the Service, vacation entitlement shall be granted for the next calendar year on a pro-rata basis. The member shall be entitled to .83 days for each full month of continuous service worked in the first calendar year employed up to a maximum of ten days or eighty (80) hours.
  - (b) Annually, thereafter as per a) above, the member shall be entitled to 80 hours annual leave with pay
  - (c) Members with four or more years of continuous service shall be entitled to **120** hours annual leave with pay.
  - (d) Members with nine or more years of continuous service shall be entitled to **160** hours annual leave with pay.

- (e) Members with fourteen or more years of continuous service shall be entitled to **200 hours** annual leave with pay.
- (f) Members with nineteen or more years of continuous service shall be entitled to **240 hours** annual leave with pay.
- (g) Members with twenty-four or more years of continuous service shall be entitled to **280 hours** annual leave with pay.
- (h) Notwithstanding any other article in this Collective Agreement, a member will cease to earn vacation credits where:
  - (i) He is receiving W.S.I.B. benefits for greater than one year after the board's liability under article 17.01 has expired;
  - (ii) He is on approved leave of absence in excess of two weeks (fourteen calendar days), **including L.T.D. benefits**, except for employees on approved maternity leave or adoption leave.
- (i) **Effective January 01, 2004, a member will become entitled to increased annual leave after the first day of January in the year in which the member completes the required years of service.**
- (j) **Members while under suspension will still be required to utilize their annual vacation, however, during the period of annual leave the requirement to report to headquarters daily to sign in shall be waived.**

11.02 Annual leave shall be arranged upon 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 supervisor 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 Special Services shall be considered one unit.
- (d) Annual or statutory time includes those days off within the vacation blocks, but does not include those days prior to the block or at the expiration of the block.

- (e) In order to assist in preventing the scheduling of court during planned annual vacation, the Chief of Police or designate shall direct a letter to the courts advising of approved vacation times and request that court dates affecting the officer off on vacation not be scheduled during this time whenever possible.

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.

**Article 12 - Designated Holidays**

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12.04 Designated Holidays

- (a) All members shall be entitled to eleven additional holidays.

For the purpose of this article, designated holidays shall mean:

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

- b) Member assigned to regularly work dayshift hours, which begin no earlier than 0700h and conclude no later than 1800h, between Monday and Friday (generally weekends off) shall normally be scheduled off on the designated holidays as defined in 12.01 a), unless circumstances warrant the scheduling of additional personnel on such designated holiday.
- c) For those members not covered in 12.01 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.

- d) A member working on any designated holiday shall be paid for such time worked at a rate of time and one-half his regular straight time hourly rate. Such payment may be paid out to the member or credited to his overtime bank at the option of the member.
- e) For those members covered in 12.01 b) and where a designated holiday falls during a members scheduled vacation period, such vacation period shall be extended by one day (8 hours), unless the member and supervisor agree to schedule a different day off with pay.

**Article 13 – Service Pay/ Retention Service Pay**

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13.01 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 years completed service..... \$525.00

(Service Pay as defined in 13.01, will cease on June 30,2005)

13.02 Effective July 01, 2005, service pay will be replaced with a **Retention/Service Pay** in accordance with the following schedule and shall cover all ranks from Constable to Staff Sergeant.

- a) Sworn members with eight to sixteen years of completed police service shall receive an additional 2% of a 1<sup>st</sup> Class Constables rate.
  - b) Sworn members with seventeen to **twenty-two** years of completed police service shall receive an additional 3% of a 1<sup>st</sup> Class Constables rate.
  - c) Sworn members with **twenty-three** years or more of completed police service shall receive an additional 4% of a 1<sup>st</sup> Class Constables rate.
- 13.03 a) Retention Service Pay is pensionable and shall form part of the basic salary.
- b) Retention Service Pay will count when calculating overtime, court time and vacation pay.
- 13.04 Calculation of "service", shall include all police service for existing members. For any new members joining the Greater Sudbury Police Service after May 11, 2004, "service" shall mean service with the Greater Sudbury Police Service only.

#### Article 14 - Clothing Reimbursement and Uniforms

- 14.01 Full time plain clothes officers shall receive an annual clothing reimbursement of \$1000.00, 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 and 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.
- 14.02 The Board shall provide uniforms and equipment as the Board considers adequate.
- 14.03 (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 15 - Life Insurance**

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- 15.01 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.
- 15.02 The Board shall pay one hundred percent of the billed premium cost of a group life insurance plan in the face amount of \$10,000.00 for each member who retires. Such plan shall cease upon the retiree attaining the age of 75 years.

### **Article 16 - Medical, Hospital and Drug Insurance**

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- 16.01 The Board shall pay 100% of the current premium costs to provide each member and dependents with the benefits under this article. Dependents shall include:
- (I) Your spouse or common-law spouse of the opposite sex;
  - (II) Unmarried, unemployed children under the age of 21 years including newborns;
  - (III) Unmarried, unemployed dependent children to any age who are incapable of self sustaining support or employment by reason of mental or physical disability;
  - (IV) Unmarried, unemployed dependent children over 21 but under 25 years of age in full time attendance at a school, college or university.
- 16.02 Medical insurance under the Ontario Health Insurance Plan.
- 16.03 Hospitalization under the Ontario Health Insurance Plan and supplementary **Maritime Life** Plan or equivalent carrier for hospital care for semi-private coverage.
- 16.04 Effective the first day of the first month following execution of the Collective Agreement, **Maritime Life** Extended Health Care or equivalent carrier, including eyeglasses (maximum subsidy - \$250.00/ **every two years**) and hearing aids (maximum subsidy - \$500.00 / every five years). In addition, the insurance carrier will

be instructed to modify the existing policy to provide for the mandatory dispensing of a generic substitution whenever a generic drug is available unless the prescribing doctor indicates no generic substitution. The carrier will be advised to instruct pharmacists to ignore pre-printed statements on doctor's scripts stating no generic substitution.

- 16.05 **Maritime Life** Dental Plan No.9, or equivalent, with an orthodontic rider. The rider shall provide a \$1,500.00 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. The O.D.A. fee schedule will be updated to the 1999 level, effective the first of the month following ratification and will be updated in each year of the agreement as new fee schedules are published by the Association.

The Board shall provide **Maritime Life**, or equivalent carrier, Dental Rider #4 (major restorative) 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.

- 16.06 The parties agree to effect a positive enrollment program with benefits. Positive enrollment ensures that only clearly identified plan members and their dependents are covered by the plan. All employees covered by the agreement will be provided with a form indicating current information on record in this regard within three months of ratification and asked to update/complete the coverage form. **Maritime Life** will be instructed to conduct a random audit of completed forms for accuracy.

## RETIREES

- 16.07 The Board agrees to contribute 100% of the total employee premium costs of:
- a). **Maritime Life** Extended Health Care Plan or equivalent carrier.
  - b) Hospitalization under the Ontario Health Insurance Plan and supplementary **Maritime Life** Plan for hospital care for semi-private coverage.
  - c) **Maritime Life** Extended Health Care including eye glasses and hearing aids to mirror article 16.04 for preset amounts.



- d) **Maritime Life** Dental Plan No. 9 to mirror article 16.05 for preset amounts and O.D.A. rates.
- e) To be applied to all employees retiring after January 1, 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 meets his demise, whichever shall first occur.
- f) Upon a retired member attaining the age of 65, the members spouse and dependent children if any, shall continue to receive the benefits as herein provided. These benefits shall be provided for no more than 5 years for spouses and dependents and further with regard to spouses, until they have remarried, attained the age of 65, met their demise or received comparable benefits from any other source at no cost to the spouse, whichever shall first occur.
- g) For the purposes of this provision "dependent children" shall mean such children up to the age of 18 years, or up to the age of 21 years if attending a post secondary educational institution.

16.08 The Board agrees to contribute 100% of the total premium cost of:

- a) **Maritime Life** Extended Health Care Plan or the equivalent carrier.
- b) Hospitalization under the Ontario Health Insurance Plan and Supplementary **Maritime Life** Plan or equivalent carrier for hospital care for semi-private coverage.
- c) **Maritime Life** Extended Health Care including eyeglasses and hearing aids to mirror article 16.04 for preset amounts.
- d) **Maritime Life** Dental Plan No. 9 to mirror article 15.05 for preset amounts and O.D.A. rates.

To be applied to all those who become widows and dependent children of members of the service after January 1, 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 shall first occur.

"Dependent children" - to mirror and be consistent with article 16.07.

This coverage shall also apply to widows and dependents 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 shall first occur.

### **Article 17 - Sick Leave Credit Plan**

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- 17.01 The sick leave credit plan shall be in accordance with appendix "B" of this agreement, being By-law 99-99A and present amendments thereto.

### **Article 18 – Workplace Safety & Insurance Board**

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- 18.01 A member who is eligible for W.S.I.B. payments under the Workplace Safety and Insurance Act, 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 99-99A 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.

- 18.02 When a member is absent from work due to:
- (a) A compensable accident, injury or illness under the Workplace Safety and Insurance 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.

- 18.03 A member covered by article 18.01 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 of Police 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 during a period of incapacity.

### **Article 19 - Compassionate or Special Leave**

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- 19.01 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.
- 19.02 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 19.01 of this article.
- 19.03 Maternity/parental leave shall be granted in accordance with the provisions of the Employment Standards Act as amended from time to time and within the provisions of this article.
- (a) The service requirement for eligibility for maternity/parental leave shall be thirteen (13) weeks.
  - (b) Members shall be entitled to maternity leave and/or parental leave in accordance with the provisions of the Employment Standards Act.
  - (c) The member shall provide the Board with a certificate from a legally qualified medical practitioner confirming the pregnancy and stating the expected date of delivery. The member shall notify the Board of the planned date of return. This notice shall be waived in the event of the sudden coming into care of an adopted child.
  - (d) The member shall reconfirm her intention to return to work on the date originally approved in subsection (C) by written notification to the Board at least four weeks in advance of the expected return

date. The member has the right to return to her most recently held position, excluding those held due to pregnancy, if it still exists, or to a comparable position, if it does not exist.

- (e) During the first two weeks, the Board shall compensate the member 75% of her regular rate of pay.
- (f) Effective date of ratification on confirmation by the Employment Insurance Act of the appropriateness of the Board's Supplemental Employment Benefit (SUB) Plan and during the following fifteen weeks or shorter period if the member returns to work, a member who is on maternity leave as provided under this agreement who is in receipt of Employment Insurance pregnancy benefits pursuant to section 30 of the Employment Insurance Act, as it currently exists and as may be amended from time to time, shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between seventy-five (75%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following the completion of the two week Employment Insurance waiting period and receipt by the Board of the members Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue while the member is in receipt of such benefits for a maximum period of fifteen weeks. The member's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

The member does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

- (g) The member shall continue to accumulate seniority and rights, vacation entitlements, group benefits pursuant to article 15, statutory holiday credits, insurance and pension plan, subject to the employee making their required pension plan contributions, for up to 35 weeks unless the member elects in writing not to do so. If the member extends his/her leave beyond 35 weeks, he/she becomes responsible for full payment of benefits.
- (h) Following the seventeen week pregnancy leave, the member shall, upon request, be granted eighteen weeks of unpaid parental leave.

Natural mothers, if they take parental leave, must take it at the end of the pregnancy leave. All other parents may take this leave within thirty-five weeks of the child being born or coming into care. Such leave shall not exceed eighteen weeks.

- (i) For the purpose of this article, parents shall be defined as biological parents, adoptive parents and a person in a relationship of some permanence with the natural or adoptive mother or father of the child who intends to treat the child as his or her own.

## **Article 20 - Police Training Expenses**

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- 20.01 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 \$65.00 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.
- 20.02 Each member who makes application and who is approved by the Board to attend University or any institution of higher learning to take and approved degree course, technical course, seminar course, or to receive any training which will compliment his 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.
- 20.03 New recruits required to attend the Ontario Police College for basic recruit training shall be personally responsible for the cost of tuition fee. The Board shall prepay the tuition fee to the college and the member shall be required to reimburse the Board through payroll deductions amortized over 12 months following their reclassification to Fourth Class Constable. Upon the expiration of the first 12 months and upon application by the member the Board shall extend the term for a mutually agreeable period where the members individual circumstances warrant such extension.

## **Article 21 - Out of Town Trips**

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

- 21.02 Where a member is required to go out of town on police business (including training) and is required to use his personal vehicle, he shall be reimbursed in accordance with the provisions of **By-Law 2003 – 315 f** (formerly by-law 2001- 53) of the City of Greater Sudbury respecting payment of expenses. New recruits while attending Ontario Police College for Basic Recruit Training are not entitled to this provision.

## **Article 22 - Association Business**

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- 22.01 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 meeting 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.
- 22.02 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.
- 22.03 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.
- 22.04 (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 reimburse 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 23 - Pension Plans**

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- 23.01 The benefits from any registered pension plans enjoyed by the members of the service at the 31<sup>st</sup> day of December, 1974, shall continue in effect subject to any statutory amendment or amendments that may hereafter be made.
- 23.02 Effective January 1<sup>st</sup>, 1975, and continuing each year thereafter, the Board shall purchase, in addition to O.M.E.R.S. Basic Pension Plan, a Type 1, 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.
- 23.03 Effective January 1<sup>st</sup>, 1981, and continuing each year thereafter, the Board shall also provide Early Retirement O.M.E.R.S. Supplement Type 3 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).
- 23.04 Effective January 1<sup>st</sup>, 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.

### **Article 24 - Grievance and Complaint Committee**

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- Step 1 When a member has any grievance 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 member 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 designate 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 designate or, if the Chief of Police or his designate fails or refuses to deal with the grievance or complaint within the specified time, file with Board the grievance or complaint within fifteen days of the date the grievance or complaint was submitted to the Chief of Police or his designate.
- 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 25 - Pay for Posting and Acting Ranks**

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25.01 Any member who is designated by the Chief of Police or his designate, to perform the duties of a higher rank shall thereafter receive the pay of such higher rank for the number of hours worked in this capacity, during such year.

This clause does not apply to the Criminal Investigation Division except supervisory positions, Staff Sergeants or Inspectors.

25.02 (a) Where the Chief of Police or his designate assigns a Constable to the 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 such Constables at a time shall be assigned to the unit. No such assignment shall exceed twelve consecutive months at a time.

(b) Where a Constable assigned to the Identification Branch as outlined in article 25.02 (a) remains beyond 12 months, his designation and remuneration shall be that of Identification Specialist.

25.03 Complement - the complement of Sergeants within the whole of the Greater Sudbury Police Service shall be forty-one (41). Nothing precludes the Chief of Police from increasing this number. The rank designation of Detective Specialist will cease to exist, the Chief of Police shall recommend candidates for promotion on the basis of the promotional process in effect at the time as stipulated in article 26.01 (a). This clause shall be the subject of renegotiations at the time of renewal.

### **Article 26 - Vacancies**

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26.01 There shall be two (2) methods for filling vacancies: promotional and temporary, they are as follows:

- (a) Promotional: Where the Chief has made a determination that there is a requirement for a permanent appointment, the promotional process shall be instituted. The Chief of Police shall recommend candidates for promotion on the basis of the promotional process in effect at the time.
- (b) Where the Chief of Police has made a determination that a vacancy is created by a temporary absence (due to vacation, illness or disability, a leave of absence, or an unfilled permanent appointment being filled under (a) above) replacements shall be selected by the order of ranking of the unsuccessful candidates in the immediately preceding promotional competition for the rank that is being replaced. Where a temporary vacancy is not expected to exceed thirty (30) working days absence of the member being replaced, replacements shall be selected from among the unsuccessful candidates in the branch, unit or platoon where the absence occurs.

26.02 There shall be an evaluation process in accordance with the promotional by-laws in effect at the time of the evaluation, specific counseling shall be given to each member regarding his performance and behaviour. Each member shall be required to acknowledge through signing an evaluation form, that the evaluation and counseling has been conducted, and a copy of that form to be supplied to him after the signing of same, upon request of the member. This evaluation form shall also provide adequate room for remarks by the member being evaluated.

### **Article 27 - Service Reduction**

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27.01 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. 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. Such right to recall shall expire at the expiration of two years from the date of release and the obligation of the Board shall be completely discharged.

### **Article 28 - Legal Indemnification**

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28.01 Subject to the other provisions of this article, a member charged with and finally acquitted of a criminal or statutory offense, because of acts done in the attempted performance in good faith of his

duties as a police officer shall be indemnified for the necessary and reasonable legal costs incurred in the defense 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 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 duties as a police officer, he shall be indemnified for the necessary and reasonable legal costs incurred in the defense of such action where the Chief of Police is not joined in the action as a party pursuant to the section 50(1) of the Police Services Act, and the Chief of Police does not defend the action on behalf of himself and of the member as a 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 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 of Police 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 Services Act;
  - (b) The actions or omissions of members acting in their capacity as private citizens;
  - (c) Proceeding and discipline charges under the Police Services 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 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 Police Services Board, or, in the case of disagreement, subject to an assessment by an Assessment officer whose decision shall bind the parties.
- 28.08 Where a member has been identified as a subject or witness 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 (3) hours of his solicitor’s time for consultation including the initial interview with the Special Investigations Unit
  - (b) the solicitor’s time during any subsequent interviews with the Special Investigations Unit conditional upon the approval of the Chief of Police and/or his designate. Such approval shall not be unreasonably withheld.

#### **Article 29 - Record of Convictions**

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- 29.01 Provided that no entries concerning misconduct have been made in the members record under Part V of the Act, the record of an officer disciplined for any offense by way of informal discipline, shall be expunged from his personnel file two years after being made.
- 29.02 Any type of evaluation, performance appraisal, progress report or assessment related to job performance or other employment-related matters, shall be reviewed with the member and the member shall be given the opportunity to sign the document and indicate any area of disagreement. This shall be done by the member being given the opportunity to respond in writing and this shall form part of the completed report. A copy of the completed report will form part of the employment record.
- 29.03 Upon request and after having given reasonable notice, a member may review his personnel file in the presence of his supervisor or designate and may request and shall receive a copy of any document contained therein.
- 29.04 If an officer has no Police Services Act convictions on his record for five years, then all previous Police Services 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 offense and his previous convictions are for a major offense(s).

- 29.05 Any other letter of reprimand will be removed from the record of the member twenty-four (24) months following the receipt of such letter provided that the member's record has been discipline free for the immediately preceding eighteen(18) months during which he has worked.
- 29.06 **Upon request and in accordance with Departmental Policy, a member may review their file in the presence of supervisory personnel and be provided with a copy of any document contained therein at a cost of \$50.00 for documents in excess of 200 pages.**

### **Article 30 - Two Officer Patrols**

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- 30.01 Two officer patrol units shall be assigned during the period from 1600 hours to 0700 hours that being to coincide with afternoon and night shift start/end times for the following areas:
- |                     |  |
|---------------------|--|
| Zones 20 through 80 | Minimum three, two officer patrol units  |
| Zones 12 and 13     | Between the above hours, zones 12 and 13 shall become one zone   |
| Zones 14 and 15     | Between the above hours, zones 14 and 15 shall become one zone   |
| Zone 11             | Shall be policed by a two officer patrol unit during the prescribed hours  |
| Zones 90 and 16     | Between the above hours, zones 90 and 16 shall become one zone   |
| Beat                | Should Beat officers be utilized between 2100 hours and 0700 hours then two officer patrols shall be mandatory   |
| General:            | <b>All</b> calls for service in zones outside zone 20 through 80 between the hours of 1600 and 0700 of the next day shall be designated two officer calls. The same applies to all calls beyond Richard Lake Road in the 50 zone. However, all patrol in the affected areas shall be performed by a two-officer patrol unit or |

by dispatching two single officer units to respond to a call.

The aforementioned clauses dealing with two-officer patrol units, does not preclude the Officer-In-Charge from reassigning an officer from affected area to another area if for some reason a basic officer complement cannot be achieved.

### **Article 31 - Optional Purchase of Past Service**

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- 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**

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- 32.01 The agreement shall remain in effect until the **31<sup>st</sup> day of December, 2005**, unless either party gives to the other party a written notice of a desire to amend this agreement, in which case 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, provided however, a reasonable extension of time shall be granted if so requested by either party.

## Appendix "A"

### Salary Schedule

#### January - December 2003

Rank	2003 Hourly Rate	2003 Bi-weekly Rate	2003 Annual Rate
Staff Sergeant	37.85	3028.00	79030.80
Sergeant	34.70	2776.00	72453.60
Identification Specialist	32.83	2626.40	68549.04
Senior Constable	31.54	2523.20	65855.52
1 <sup>st</sup> Class Constable	30.92	2473.60	64560.96
2 <sup>nd</sup> Class Constable	27.26	2180.80	56918.88
3 <sup>rd</sup> Class Constable	24.65	1972.00	51469.20
4 <sup>th</sup> Class Constable	20.96	1676.80	43764.48
Cadet	15.56	1244.80	32489.28

#### January 1, 2004

Rank	2004 Hourly Rate	2004 Bi-Weekly Rate	2004 Annual Rate
Staff Sergeant	39.17	3133.60	81786.96
Sergeant	35.91	2872.80	74980.08
Identification Specialist	33.98	2718.40	70950.24
Senior Constable	32.64	2611.20	68152.32
1 <sup>st</sup> Class Constable	32.00	256.00	66816.00
2 <sup>nd</sup> Class Constable	28.21	2256.80	58902.48
3 <sup>rd</sup> Class Constable	25.51	2040.80	53264.88
4 <sup>th</sup> Class Constable	21.69	1735.20	45288.72
Cadet	16.10	1288.00	33616.80

**January ■ 2005**

Rank	2005 Hourly Rate	2005 Bi-weekly Rate	2005 Annual Rate
Staff Sergeant	40.54	3243.20	84647.52
Sergeant	37.17	2973.60	77610.96
Identification Specialist	35.17	2813.60	73434.96
Senior Constable *	33.78	2702.40	70532.64
1 <sup>st</sup> Class Constable	33.12	2649.60	69154.56
2 <sup>nd</sup> Class Constable	29.20	2336.00	60969.60
3 <sup>rd</sup> Class Constable	26.40	2112.00	55123.20
4 <sup>th</sup> Class Constable	22.45	1796.00	46875.60
Cadet	16.66	1332.80	34786.08

\* Senior Constable rate ceases on June 30, 2004

**July ■ 2005**

In addition to the base rate of pay the following premium will be in effect July, 01 2005.

- Sworn members with eight to sixteen years of completed police service shall receive an additional **2%** of a **1<sup>st</sup> Class Constables** rate.
- Sworn members with seventeen to twenty-two years of completed police service shall receive an additional **3%** of a **1<sup>st</sup> Class Constables** rate.
- Sworn members with **twenty-three** years or more of completed police service shall receive an additional **4%** of a **1<sup>st</sup> Class Constables** rate.

**APPENDIX "B"**



**BY -LAW 99-99A  
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, .. and as continued by By-laws 85-155 and 89-280;

**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 anyone 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) '**COMMISSIONER'** means the Chief Administrative Officer , Commissioner of Corporate Services, Commissioner of Health and Social Services, Commissioner of Planning and Development, Commissioner of Public Works, General Manager of the Sudbury Regional Development Corporation, Chief of Police, and their designates,
  - (d) '**COUNCIL'** means the Council of The Regional Municipality of Sudbury,
  - (e) '**EMPLOYEE'** means only persons in the employ of the Region, in the following groups:
    - (i) Members of the Canadian Union of Public Employees, Local #148, Full- Time, C.L.C., and
    - (ii) Sworn Officers and Civilian members of the Sudbury Regional Police Association .
  - (f) '**EMPLOYEE HEALTH CARE** -personal maintenance of means the personal attendance by a legally qualified and licensed medial 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 . E.I., C.P.P., Income Tax, and O.M.E.R.S. Deductions,
  - (i) '**REGION'** means The Regional Municipality of Sudbury,
  - (j) '**REGULAR ATTENDANCE'** means the attendance of an employee at his/her duties for any month, on the days and during the hours for

which his/her attendance is required during that month, according to the terms of his/her employment,

- (k) . **'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,
  - (l) **'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,
  - (m) **'SICK LEAVE CERTIFICATE'** means a certificate verifying a claim for sick leave in the form attached hereto and forming part of this By-law as Schedule "A", or in the case of Police Officers and Civilian Employees covered by the Sudbury Police Association Collective Agreements, in the form attached as Schedule "B" ,
  - (n) **'SICK LEAVE CREDIT'** means a per diem allowance or portion thereof as provided by this By-law for sick leave absence, and
  - (o) **'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 as defined above and, subject to the control of Council, the conduct I and management of the plan shall be vested in the Director of Human Resources.
- (b) The Director of Human Resources shall perform all things necessary or incidental to carry on the sick leave credit gratuities plan. Each Commissioner, in conjunction with the Director of Human Resources, shall have the power to allow, amend or disallow any sick leave credit or sick leave absence for an I employee in accordance with the terms of this By-law, provided, however, that [ the disallowance by the Director of Human Resources of any sick leave credit or sick leave absence shall be subject to the appeal set out in Section 6 of this By-law.
- (c) The Treasurer shall provide and keep a Register in which all sick leave I credits and sick leave absences for all employees shall be recorded so that the register will show the net sick leave credit of an employee which remains after all his/her sick leave absences have been deducted from his/her 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 therefore, on the basis of a day off being equal to one day's credit. Sick leave absences that are less than a full day shall be charged against sick leave credits on an hour for hour absence basis.
- (e) Employees requiring sick leave absences for "Employee Health Care - I personal maintenance of' shall be restricted to a maximum of four hours pay within a span of a workday.
- (f) Sick leave absences for those employees who normally work a four-day week shall be charged against the credits provided therefor, on the basis of a day off being equal to 1.25 (one and one-quarter) days' credit.
3. All employees who are covered by the C.U.P.E., Local 148 Full-time

Collective Agreement or covered by the Sudbury Regional Police Association Collective Agreement or covered by the Collective Agreement for the Sudbury Regional Police Association Civilian Group, shall be entitled to a sick leave credit of one and one-half ( 1½ ) days for every month of regular attendance, and the sick leave credits of any employee shall be cumulative, provided that an employee will not be entitled to a sick leave credit if:

- (i) he/she has taken an unauthorized leave of absence during the month, or if
- (ii) he/she has taken an authorized leave of absence without pay for a period in excess of two calendar weeks.

4.
  - (a) An employee who is absent from his/her duties for more than five working days from a compensable accident suffered during the course of his/her duties as an employee of the Region may apply to the Region to make up the change and difference in pay between his/her Workplace Safety Insurance and his/her net pay. If such a request is made, then commencing on the sixth working day and for each additional work day for which the employee is absent due to the accident, there shall be charged against his/her 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 change and excess portion of wages between the Worker's Safety Insurance and his/her 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 pay for absence in excess of his/her accumulated sick leave credit.
  - (d) Employees may be allowed up to a maximum of three 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 Regional provision.
  - (e) An employee shall not be entitled to benefits under Section 4(d) if he/she fails, upon request, to furnish his/her 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 Employment Insurance/Maternity/Parental Benefits.
  - (g) An employee may subsidize his/her Weekly Indemnity Insurance Coverage to that of his/her basic salary, from his/her accrued sick leave credits in keeping with Regional policy and practices and the terms and conditions of the Master Contract.
  - (h) An employee may subsidize his/her Long Term Disability (LTD) Insurance Coverage to Eighty-five Percent (85%) of his/her basic salary from his/her accrued sick leave credits in keeping with the Employer. policy and practices and the terms and conditions of the Master Contract.
5.
  - (a) An employee shall report his/her illness no later than the first hour on the first day on which such employee is absent from his/her work, to his/her

supervisor.

- (b) Notwithstanding Section 5(a) above, a police officer or Civilian Employee covered by the Sudbury Regional Police Association Collective Agreements shall report his/her illness at least one hour before his/her scheduled starting time to the police officer on duty in the Uniform Platoon Sergeant's office.
  - (c) Upon an employee's return, he/she shall file with his/her supervisor or designate, a completed Application for Sick Leave Absence as set out in Schedule "A", or, in the case of Police Officers and Civilian Employees covered by the Sudbury Regional Police Association Collective Agreements, Schedule "8", for consideration; and, if the absence has been in excess of three consecutive work days, he/she may also be required by his/her supervisor to file a physician's certificate.
  - (d) Except for Police Officers and Civilian Employees covered by the Sudbury Regional Police Association Collective Agreements, the sick leave certificate, supported by a physician's certificate if required by the supervisor, 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 and Civilian Employees covered by the Sudbury Regional Police Association Collective Agreements, the sick leave certificate, supported by a physician's certificate if applicable, shall be filed when the claim of Police Officer or Civilian Employee covered by the Sudbury Regional Police Association Collective Agreements is for a day immediately preceding or succeeding his/her vacation leave or his/her regularly scheduled day off.
  - (f) A Commissioner or designate, upon previous notice or interview, may demand a medical doctor's certificate for a one-day or two-day sick leave of absence.
6. (a) Prior to the end of February of each year, the Treasurer shall cause to be delivered to each Commissioner an annual statement of sick leave credits for each employee in the Department. Any employee shall have the right to appeal the 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 Director of Human Resources, and a Chair of the Board, to be selected by the Union President (or the non-union representative) and the Director of Human Resources. If the Union President (or non-union representative) and the Director of Human Resources are unable to agree, then the selection of Chair shall be made by the Region Solicitor in his/her sole discretion. A majority decision of the Board of Review shall be final and binding upon the Region and the employee.

Where an appeal is filed with the Treasurer he/she shall forthwith notify the Director of Human Resources 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 Chair 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 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 any 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 five years 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/her or to his/her 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/her 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/her 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/her current daily salary, wages or remuneration for one-half the number of days to his/her 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/her 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 Registered Nurses employed at Pioneer Manor long- Term Care Facility 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-law 89-280 is hereby repealed, with all credits and gratuities earned under that By-law continued.
- READ AND PASSED IN OPEN COUNCIL** this 24th day of March, 1999.

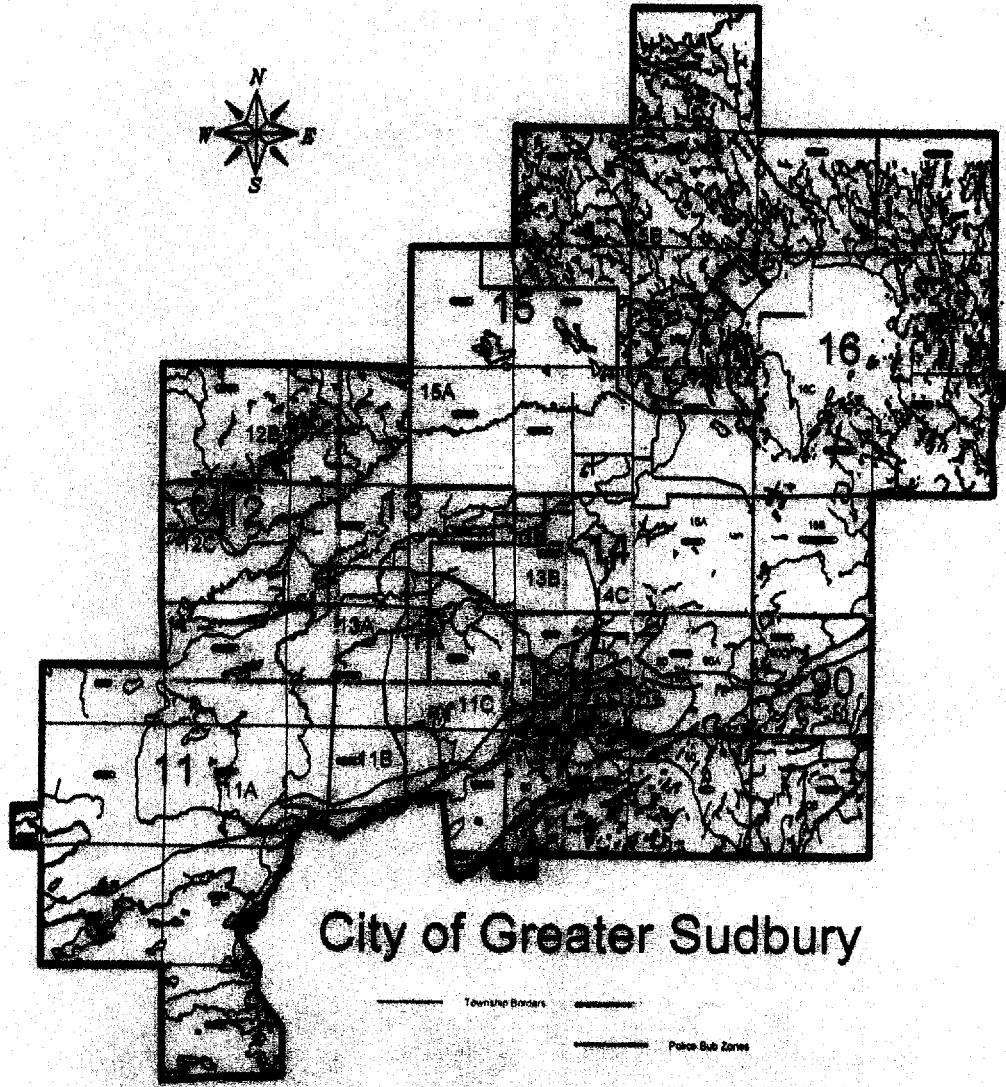
SICK LEAVE CERTIFICATE  
SICK LEAVE CERTIFICATE  
FOR POLICE OFFICERS AND CIVILIAN EMPLOYEES

## APPENDIX "C"

### Description of Zone Breakdowns

ZONE 11A	Whitefish, Worthington, Fairbanks, Panache
ZONE 11B	Naughton
ZONE 11C	Lively
ZONE 12A	Onaping
ZONE 12B	Levack
ZONE 12C	Dowling
ZONE 13A	Chelmsford
ZONE 13B	Azilda
ZONE 14B	Blezard Valley
ZONE 14C	Val Caron
ZONE 15A	Hanmer (includes Val Thérèse)
ZONE 15B	Capreol
ZONE 16A	Garson
ZONE 16B	Falconbridge
ZONE 16C	Skead and Airport
ZONE 20	Downtown
ZONE 30	Donovan and Flour Mill
ZONE 40	Minnow Lake, All around Lake Ramsey
ZONE 50	South End, Lockerby, etc...
ZONE 60A	Copper Cliff
ZONE 60B	Remainder of zone (West End, Little Britain)
ZONE 70	Lasalle North and South to Barrydowne
ZONE 80A	From Kingsway North
ZONE 80B	From Second Avenue to Moonlight
ZONE 90A	Moonlight to Coniston (includes Coniston)
ZONE 90C	Wahnapitae

# Appendix "C"



**City of Greater Sudbury**

——— Township Borders      - - - - - Police Sub Zones

**cti : eemei**

between

Greater Sudbury Police Services Board  
(hereinafter referred to as "the Board")

-and-

Sudbury Police Association  
(herein after referred to as "the Association")

Expiry: December 31<sup>st</sup>, 2005.

**Dated at Sudbury, Ontario this**

**day of**

**For the Sudbury  
Police Association**

**For the Greater Sudbury Police  
Services Board**

\_\_\_\_\_  
President

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Member

\_\_\_\_\_  
Vice Chairman

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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Member

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Member

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Member

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Member

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