

Attachment #1

Collective Agreement

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:

SWORN

EXPIRY DATE – December 31, 2019

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ARTICLE 1 - SCOPE and MANAGEMENT RIGHTS

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

- 2.01 (a) **“Association”** means the Sudbury Police Association.
- (b) **“Board”** means the Greater Sudbury Police Services Board.
- (c) **“Cadet”** means:
- (i) 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 Basic Constable Training 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.
- (d) **“Cell Phone Number”** – means a personal cell phone number provided by the member wishing to receive notifications on their personal cell phone by completion of form [CRT47.10/12](#)
- (e) **“Chief of Police”** means the chief of the Greater Sudbury Police Service.
- (f) **“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.

- (g) **“Department”** means the Greater Sudbury Police Service.
- (h) **“Email Address”** – means any Personal electronic address provided by the member wishing to receive notifications at their personal email by completion of form [CRT47.10/12](#).
- (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) **“Member”** means a person holding a rank or classification as set out in appendix “A” of this agreement.
- (k) **“Personal Health Days”** - shall be defined as a scheduled shift off from work due to:
 - i. a personal illness to the member or for medical appointment
 - ii. a day to care for a sick child, parent or spouse

Personal Health Days shall not be used for a day off for participation in a team or group activity.

At no time shall a member receive any financial gain while on a personal health day nor shall the member use a personal health day for personal travel.

- (l) **“Police Training Officer”** shall mean a First Class Constable assigned to perform his/her duties as a training officer. A member performing the duties of a Police Training Officer shall receive compensation as per Appendix “A”. A member assigned to a new Cadet for the first six months shall have his bi-weekly rate adjusted (except while on annual leave). Members qualified and serving incidentally and/or beyond the six months as a Police Training Officer as assigned by the Chief of Police or designate shall be required to submit the appropriate [Request for Acting or Police Training Officer Pay form ADM50.02/02](#) and shall receive compensation in accordance with Appendix “A”

- (m) **“Retiree”** – means: (i) a full time member who takes the commuted value of their OMERS pension in the 30 days immediately prior to their turning 50 years of age and having a minimum of **20** years of full-time service with the Greater Sudbury Police Service; or (ii) a full-time member who retires within 10 years of the normal retirement age with a minimum of 25 years of continuous full-time service with the Greater Sudbury Police Service; or (iii) a full-time member with a minimum 10 years of continuous full-time service and retires from the Greater Sudbury Police Service on an unreduced pension as defined under the OMERS Act and Regulations at the time of retirement. For clarity, an unreduced pension is defined as a member reaching the normal retirement age, years of service or the pension factor (age plus years of service) that would result in no penalty or reduction being applied to the member's pension at the time of retirement.
- (n) **“Seniority”** shall mean the period of continuous service which a member has acquired from his last date of hire with the Greater Sudbury Police Service. Seniority shall only have rights application pursuant to Article 11 - Annual Leave Selection, Article 12 - Statutory Holiday Leave Selection and Article 27 - Service Reduction.
- (p) **“Service”** shall mean the combined total of all years’ service with the Greater Sudbury Police Service (formerly Sudbury Regional Police Service) and shall exclude any breaks in service including any unpaid leaves of absence. Effective January 01, 2012, new hires with previous sworn police service shall be credited with all previous sworn police service for the purpose of Article 11.02 - Annual Leave entitlement. For greater clarity, sworn police service shall only mean the time from when a member was sworn in as a 4th class constable or higher with a municipal, provincial or federal police service as recognized by the Ontario Police College until their resignation and shall exclude any unpaid leaves of absence. Proof of such previous time shall be the responsibility of the new member and subject to verification with previous police employers.
- (q) **“Specialty Pay”** – Effective January 01, 2013, constables trained, qualified and assigned for a continuous period of 12 months to the following areas defined below and as assigned by the Chief of Police while actively assigned in the function that permits a member to perform the regular requirements of the position shall receive compensation per Appendix “A” paid annually in December. Such compensation shall be pro-rated for members not performing the function for the entire year. For greater clarity, members on a leave of absence, including Short Term Disability, Long Term Disability or in a temporary accommodation shall have their compensation pro-rated.

- (i) **“Breath Technician”** shall mean an officer designated as such by the Ministry of Community Safety and Correctional Services. A member designated as a “Breath Technician”, while actively engaged and assigned to the function that permits a member to perform the regular requirements of a breath technician.
- (ii) **“Canine Handler”** (K-9) means an officer trained, qualified and assigned to provide Canine services for the Greater Sudbury Police Service as well as other services upon request, in accordance with the *Police Services Act* while actively assigned in the function that permits the officer to perform the regular requirements of the position.
- (iii) **“Drug Recognition Expert”** (DRE) means an officer who is trained, qualified and assigned the function to form an opinion based on the totality of facts that emerge during a drug evaluation for the Greater Sudbury Police Service and while actively assigned in the function that permits the officer to perform the regular requirements of the position. A DRE is also an evaluator by definition in the Criminal Code.
- (iv) **“Police Explosives Technician (PET)”** means an officer trained, qualified and assigned the function of handling and dealing with explosive devices for the Greater Sudbury Police Service and while actively assigned in the function that permits the officer to perform the regular requirements of the position.
- (v) **“Tactical Officer”** means an officer trained, qualified and assigned to perform the duties and responsibilities of a Tactical Officer for the Greater Sudbury Police Service and while actively assigned in the function that permits the officer to perform the regular requirements of the position.
- (vi) **“Traffic Collision Reconstructionist Level 4”** means an officer trained, qualified and assigned to perform the duties and responsibilities of a Traffic Collision Reconstructionist Level 4 for the Greater Sudbury Police Service and while actively assigned in the function that permits the officer to perform the regular requirements of the position.

(Effective January 01, 2016 the following positions will qualify for “Specialty Pay” as per Article 2.01(q)):

- (vii) **Use of Force Instructor – Those officers assigned to the training branch unit who are qualified as a Use of Force Instructor.**

- (viii) Domestic Violence Officer – The primary and secondary officers on a platoon whose main function is to investigate domestic incidents.
- (ix) “S OCO” – Scenes of Crime Officer –Those officers who have completed the SOCO course and perform those duties of crime scene evidence collection.
- (r) **“Spouse”** shall be defined as (i) or ii) below but cannot include both:
 - (i) A man and/or a woman who are legally married to each other, or
 - (ii) Common-law spouse/partner means:
A person who is not your spouse as defined in (i) above with whom you are living in a conjugal relationship and to whom at least one of the following situation applies:
 - (a) has been living with you in a conjugal relationship for at least twelve continuous months;
 - (b) is the parent of your child by birth or adoption; or
 - (c) has custody and control of your child (or had custody and control immediately before the child turned 19 years of age) and your child is wholly dependent on that person for support.
- (s) **“Supervisor”** shall mean a Sergeant or a Staff Sergeant.

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 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 and MEMBERSHIP 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 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 from the bi-weekly pay of each member of the Association such dues, assessments and/or premiums as the Association may from time to time afford to its members and shall continue to make such deductions until the member ceases to be a member of the Association.
- 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.
- 4.04 Where there is a discrepancy in the amounts collected by the Association, the Treasurer shall meet with the affected member to determine a re-payment plan. The Board shall then assist in facilitating re-payment of monies in the manner as so agreed between the Treasurer and the member.

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 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

- 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 policy and each daily tour of duty shall consist of eight, eight-and-one-half, ten or twelve 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.
- 6.02 **Shift Changes/Transfers**
Notwithstanding 6.01, subject to the exigencies of the service and at the discretion of the Chief of Police or his designate. A member may be directed by a supervisor:

Change start time

- (i) To change the start time of his/her tour of duty from his/her regularly scheduled commencement time by giving twenty-four (24) hours' notice prior to the starting time of a tour of duty. Notice may be less than twenty-four (24) hours, if mutually agreed to by both the member and the supervisor. Where a member is not given such notice and mutual agreement cannot be reached, the member shall receive two (2) hours off at straight time at a time mutually agreed to by the member and the supervisor.

Change another shift

- (ii) To perform his/her tour of duty on another shift (for example, day-shift to afternoon-shift) than his/her regularly scheduled shift by giving forty-eight (48) hours' notice prior to changing the members shift. Notice may be less than forty-eight (48) hours, if mutually agreed to by both the member and the supervisor. Where a member is not given such notice and mutual agreement cannot be reached, the member shall receive four (4) hours off at straight time at a time mutually agreed to by the member and the supervisor.

Change another schedule

- (iii) To perform his/her tour of duty on another schedule (for example, platoon schedule to dayshift schedule) other than his/her regular schedule by giving seven (7) days' notice prior to changing the members schedule on a temporary basis. Notice may be less than seven (7) days, if mutually agreed to by both the member and the supervisor. Where a member is not given such notice and mutual agreement cannot be reached, the member shall receive eight (8) hours off at straight time at a time mutually agreed to by the member and the supervisor.

6.03 Lunches

Time scheduled

- (a) A member shall be entitled to a 60 minute lunch period per tour of duty, where requirements of the service permit as scheduled by the Platoon Commander. Lunch periods on a n eight (8) hour tour of duty shall be scheduled to start no 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. Lunch periods on a ten (10) hour tour of duty shall be scheduled to start no earlier than the end of the third hour of the tour and not later than three and one-half hours before termination of the tour of duty. **Lunch periods on a twelve (12) hour shift shall be ninety (90) minutes consecutively and shall be scheduled to start no earlier than the end of the third hour of the tour and end not later than three and one-half hours before termination of the tour of duty. Notwithstanding the specified start**

and end times, lunches may be taken outside these specified times upon mutual agreement between the member and supervisor.

Missed lunch

- (b) 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 6.03(a) above. Where the member does not receive any lunch period during the tour of duty, the member shall be credited with his entitlement at time and one-half.

Called off lunch

- (c) Where a member starts his/her lunch, and is called off of lunch before the lunch period is concluded, he/she shall be entitled to the remaining portion of his/her lunch as rescheduled by the supervisor and agreed to by the member, or the member has the option of being credited with the remaining lunch entitlement at time and one-half.

6.04 **Injured On Duty**

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

Rate

- 7.01 All members shall be entitled to a shift differential which will apply only to straight time hours worked at a rate of \$0.93 per hour for work performed between the hours of 1900h and 0700h. **Effective January 01, 2016, all members shall be entitled to a shift differential which shall apply to straight time hours worked at a rate of \$0.93 per hour for work performed between the hours of 1900 and 2359. For all work between 0000 and 0600 members shall be entitled to a shift differential of \$1.25 per hour for all straight time hours worked.**

ARTICLE 8 – OVERTIME

Definition

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

Overtime calculation

- 8.02 (a) A member required to work over his prescribed tour of duty by fifteen (15) minutes or more in one day shall be credited at time and one-half his

normal rate of pay to the next fifteen (15) minute block. (For example 16 to 30 minutes worked over the prescribed tour of duty shall be calculated at 1.5 times 30 minutes, 31 to 45 minutes shall be calculated at 1.5 times 45 minutes, 46 to 60 minutes shall be calculated at 1.5 times 60 minutes)

Designated Holiday calculation

- (b) A member required to work over his prescribed tour of duty on a designated holiday by fifteen (15) minutes or more in one day shall be credited at two (2) times his normal rate of pay to the next fifteen (15) minute block. (For example 16 to 30 minutes worked over the prescribed tour of duty shall be calculated at 2 times 30 minutes, 31 to 45 minutes shall be calculated at 2 times 45 minutes, 46 to 60 minutes shall be calculated at 2 times 60 minutes).

Time off between scheduled tours of duty

- (c) Unless otherwise required and directed by a supervisor, a member shall be entitled to a minimum of eight (8) hours off duty between the time the member has completed one scheduled tour of duty and the time the member commences another tour of duty. The member shall not be required to return to work until a minimum of eight (8) hours has lapsed between shifts. The difference in time not worked in the next shift shall be deducted from the members accrued overtime.

Work beyond tour of duty

- (d) Where a member is required to work beyond his/her regular scheduled tour of duty and is not able to take eight (8) hours off before his/her next scheduled shift as directed by his/her supervisor, as outlined in 8.02(c), the member shall receive a credit of four (4) hours for the first hour worked and straight-time for the remainder of the worked scheduled tour.

Extends into next scheduled tour of duty

- (e) When a member is directed by his/her supervisor to work over his/her prescribed tour of duty in one (1) day and such overtime extends into that members next regular scheduled tour of duty, all hours worked shall be credited at time and one half from the time the overtime commenced until the time the member is directed to be off-duty by his/her supervisor, the balance of the members shift shall be deducted from the members accrued overtime.

Call Back - definition

- 8.03 (a) 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 (15) minutes has elapsed, and before the member's next normal tour of duty.

Call Back calculation

- (b) When a member is off duty and is called back to return to duty, he shall be granted a credit of four (4) hours, for the first hour or part thereof he attends work, plus time and one-half his normal rate of pay for each additional 15 minute block or part thereof exceeding the first hour to the next fifteen (15) minute block. (For example 61 to 75 minutes shall be calculated at 4 hours plus 1.5 times 15 minutes, 76 to 90 minutes shall be calculated at 4 hours plus 1.5 times 30 minutes, 91 to 105 minutes shall be calculated at 4 hours plus 1.5 times 45 minutes, 106 to 120 minutes shall be calculated at 4 hours plus 1.5 times 60 minutes etc.)

Return to work while on Annual Leave

- 8.04 If a member is directed to return to work during his annual or statutory leave, there shall accrue to him twenty (20) hours credit for each day or part thereof which he shall have spent at work, or he shall be paid two and one-half time his normal rate of pay for the hours worked whichever is the greater amount. The provisions of article 8.03 shall not apply.

Time off in lieu of pay

- 8.05 (a) 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.

Carry over balance

- (b) A member may carry over a balance of up to forty (40) 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. [Form ADM25.07/97](#)

Balance at end of Calendar Year

- (c) Subject to the provisions of article 8.05(b), any balance of banked overtime including time accumulated during court attendance 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 thirty (30) days prior to the requested pay date.

Standby rate

- 8.06 When an officer is directed to be on standby he shall be granted a minimum of two and one-half hours at straight time for each twenty-four (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.

Overtime submission

- 8.07 A member shall generally have thirty (30) days for which to submit his overtime card entry into the payroll system. Failing to do so, the member may not be entitled to such pay. However, notwithstanding unforeseen circumstances, and subject to authorization by the Divisional Commander such requirement may be waived.

PAID DUTY

Minimum 3 hours

- 8.08 (a) When a member accepts a paid duty, the member shall be paid a minimum of (3) three hours at the rate prescribed by procedure.

Assigned alternate duty

- (b) Where the on-duty Staff Sergeant assigns the member to an alternate duty and/or requires the member to stay beyond the paid duty assignment, the member shall be paid time and one half time their normal rate of pay for each additional 15 minute block or part thereof for the duration of the shift. The call-out provision of 8.03 shall not apply to paid duty.

Paid duty not to interfere with regular duty

- (c) For the purpose of Article 8, a scheduled tour of duty shall not include paid duty assignments, except for the requirements for periods of time off in between shifts and for greater clarity a paid duty event shall not supersede or interfere with a regularly scheduled tour.

Paid duty bank

- (d) Members working paid duty shall have the option of taking such time worked in pay or in time off in lieu of overtime pay. Such banked time to be taken in time off shall not exceed a cumulative total forty (40) hours in any given year and shall be adjusted in accordance with the members actual pay rate and applicable rank. Such time off shall be subject to the approval of the supervisor, giving consideration to operational requirements. Carryover of any unused time shall be in accordance with Article 8.05 (b). Members who elect not to carryover unused time shall be paid the balance of their bank in December in the year in which it was earned. For greater clarity, the maximum amount of carryover of all time banked including but not limited to overtime, stat leave time, paid duty time shall not exceed forty (40) hours.

NON-PAID ASSIGNMENT

- 8.09 An assignment taken by a member on a voluntary basis that is sanctioned by the Service for which the member derives no direct or indirect remuneration or compensation. Members on such non-paid assignments shall be responsible for ensuring **Permission to Engage in a Non-paid Assignment form # [HR36.09/12](#)** has been completed in advance.

ARTICLE 9 – COURT TIME

Court time calculation

- 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 (4) hours, for the first hour or part thereof he attends court, plus time and one-half his normal rate of pay for each additional 15 minute block or part thereof exceeding the first hour to the next fifteen (15) minute block. (For example 61 to 75 minutes at court shall be calculated at 4 hours plus 1.5 times 15 minutes, 76 to 90 minutes shall be calculated at 4 hours plus 1.5 times 30 minutes, 91 to 105 minutes shall be calculated at 4 hours plus 1.5 times 45 minutes, 106 to 120 minutes shall be calculated at 4 hours plus 1.5 times 60 minutes etc.)

Required to check voice mail – day-off

- (b) When a member is scheduled for court on a day off, he/she shall be required to check his/her service voice-mail or (personal home email address, cell phone number if provided in accordance with 2.01(d) - cell phone and 2.01(h) - email, the day before the court case (or Friday, if the court case is Monday or the Tuesday following a statutory holiday) for cancellation. A member not appropriately notified through voice/email by 1700h from the Court Staff Sergeant or his/her designate in the manner described above shall be entitled to the pay provisions in 9.01 (a).

Required to check voice mail – weekend

- (c) Notwithstanding 9.01 (b), where a member is scheduled to work and works on the weekend immediately preceding a Monday court case, for which the member is scheduled to attend and a court cancellation notice is received over the weekend, he shall be notified utilizing the member's GSPS email address by 1700 hours Sunday. A member so notified shall not be entitled to the pay provisions of 9.01 (a). The same shall apply for a member scheduled to work on a statutory holiday Monday for court appearance on a Tuesday. Notification shall be deemed to have been made if received at the G.S.P.S. email by 1700h on the Monday.

Court on Annual Leave – rate of pay

- 9.02 (a) If a member is required to attend court while he is on annual or statutory leave, there shall accrue to him twenty (20) 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(a) shall not apply. In order to qualify for the provisions of this article, the member will notify his supervisor within seventy-two (72) hours, or as soon as practicable thereafter, of becoming aware of a court appearance scheduled during his annual or statutory leave.

Required to check voice mail – Annual Leave

- (b) When a member is scheduled for court on a day he is on a nual or statutory leave, he/she shall be required to check his/her service voice-mail or (personal home email address/cell phone number if provided in accordance with 2.01(d) - cell phone and 2.01(h) - email, seventy-two (72) hours before the scheduled court case for cancellation. A member not appropriately notified through voice/email by the Court Staff Sergeant or his/her designate in the manner described above shall be entitled to the pay provisions in 9.02(a).

Attending for Property Exhibits

- 9.03 (a) A member who is required to attend court when off duty and who must attend at the property room at Headquarters for exhibits, shall be deemed to have commenced his first hour as described in 9.01(a), thirty (30) minutes prior to his/her scheduled court appearance. The court coordinator shall credit the member an additional fifteen (15) minutes of overtime to provide for sufficient time to return property to Headquarters at the end of the court day. For the purpose of 9.03, notebooks shall not be considered an exhibit.

Attending meeting with Crown Attorney

- (b) Where a member is off duty and required to meet with the Crown Attorney at the request of the Crown Attorney to prepare for a scheduled court date, such member shall be compensated at the standby rate to a maximum of two and a half (2.5) hours at straight time subject to the approval of the Court Staff Sergeant or his/her designate.

Court in another jurisdiction

- 9.04 (a) 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. **Those members attending court out of town because of their employment with the Greater Sudbury Police Service shall be afforded all provisions of Article 21.**

Member on course

- (b) When a member is on course and required to attend court, his traveling expenses for such attendance shall be borne by the Board. His travel time shall be paid at his straight time rate.

Travel time

- (c) When a member is required to attend court outside of the City of Greater Sudbury, his travel time shall be paid by the Board at his straight time rate of pay.

Member working night shift

- 9.05 When a member is required to attend court after a scheduled night shift, the member shall receive 8 clear hours immediately following the conclusion of court until the start time of their next shift at no expense to the member. A member may request additional time off and use his banked time in lieu of working. Permission to take time off shall be on approval the Supervisor.

Member working night-shift – standby

- 9.06 Members working nightshift and scheduled for court the same day may opt to be on standby pay upon the approval of the Court Staff Sergeant or his/her designate. A member on standby may go home after their tour of duty for rest. Should the member be required for court, the Court Staff Sergeant or designate shall contact the member by phone, or by pager as supplied by the Service at the member's option with the understanding that the member must be able to attend court within one hour. A member on standby shall receive a maximum of two and a half (2.5) hours pay for the day. A member on standby, that is subsequently called into court shall in addition to the two and a half (2.5) hours of standby pay, receive an additional one and a half (1.5) hours for the first hour and time and one half for each fifteen (15) minute block required in court from the time the member arrived at court in the fifteen (15) minute block increments as described in 9.01 (b).

Court Overtime submission

- 9.07 A member shall have thirty (30) days for which to submit his overtime court card entry into the payroll system. Failing to do so, the member may not be entitled to such pay. However, notwithstanding unforeseen circumstances, and subject to authorization by the Divisional Commander such requirement may be waived.

Retired member

- 9.08 A member who has retired and is required to attend court as a witness for cases initiated as a result of duties while an active member shall be paid a flat rate of \$75.00 the first (4) four hours and an additional \$25.00 for the completion of the day he/she spends in court.

9.09 **Pregnancy and/or Parental Leave**

A member who is on approved Pregnancy and/or Parental Leave and is required to attend court as a witness for cases initiated as a result of duties while an active member shall be granted a credit of four (4) hours, for the first hour or part thereof he attends court, plus time and one-half his normal rate of pay for each additional 15 minute block or part thereof exceeding the first hour to the next fifteen (15) minute block. (For example 61 to 75 minutes at court shall be calculated at 4 hours plus 1.5 times 15 minutes, 76 to 90 minutes shall be calculated at 4 hours plus 1.5 times 30 minutes, 91 to 105 minutes shall be calculated at 4 hours plus 1.5

times 45 minutes, 106 to 120 minutes shall be calculated at 4 hours plus 1.5 times 60 minutes etc. This amount shall be banked and shall be taken in time off only prior to the member's return to active duty.

9.10 Member on LOA/Pre-retirement

A member who is on approved LOA, or on salary continuance Pre-retirement Leave and is required to attend court as a witness for cases initiated as a result of duties while an active member shall be paid a flat rate of \$75.00 the first (4) four hours and an additional \$25.00 for each hour thereafter for the completion of the day he/she spends in court. This amount will be paid to the member upon request.

ARTICLE 10 – MEAL ALLOWANCE

10.01 Any member who works in excess of three hours beyond the member's normal tour of duty shall be granted a meal with a value up to \$12.00 and each member shall be granted an additional meal with a value up to \$12.00 for each additional four hour period the member is required to work.

(Effective January 01, 2018 this amount will increase to \$15.00)

10.02 Out of town escorts of 200 km or more one way shall be paid a thirty (\$30) dollar meal allowance providing a minimum \$15.00 receipt(s) is submitted to payroll. A receipt less than \$15.00 shall only receive reimbursement for the amount equal to the receipt. **Only receipts submitted for food and non-alcoholic beverages will be accepted.**

ARTICLE 11 – ANNUAL LEAVE

Definition

11.01 Annual or statutory time includes those days off within the vacation blocks, and shall include those days regularly scheduled off prior to the block and at the expiration of the block.

Annual Leave calculation

11.02 All members shall receive annual leave with pay based on length of service as defined in 2.01 (p) - Service as follows:

- (a) When a member joins the Service, annual leave 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 (10) days or eighty (80) hours.

- (b) Annually, thereafter as per a) above, the member shall be entitled to eighty (80) hours annual leave with pay
- (c) Members with four (4) or more years of continuous service shall be entitled to one-hundred twenty (120) hours annual leave with pay.
- (d) Members with nine (9) or more years of continuous service shall be entitled to one-hundred sixty (160) hours annual leave with pay.
- (e) Members with fourteen (14) or more years of continuous service shall be entitled to two-hundred (200) hours annual leave with pay.
- (f) Members with nineteen (19) or more years of continuous service shall be entitled to two-hundred forty (240) hours annual leave with pay.
- (g) Members with twenty-four (24) or more years of continuous service shall be entitled to two-hundred eighty (280) hours annual leave with pay.
- (h) Members with thirty-one (31) years of continuous service shall be entitled to two-hundred and eighty-eight (288) hours plus an additional eight (8) hours for each subsequent year of continuous service to a maximum of 320 hours.
- (i) 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 credited with additional annual leave entitlement from prior service experience as described in 2.01(p) - Service, may only select those additional weeks after all other members of greater seniority have exhausted their selection entitlement.

Annual Leave selection

11.03 Annual leave shall be arranged upon the following basis:

- (a) Vacation scheduling shall be done within a platoon, branch or unit as determined by the Chief of Police or designate. Such selections shall be done in accordance with the criteria as outlined in the holiday selection procedure in effect at the time, which shall be reviewed annually by a joint Association/Management Committee that shall make recommendations to the Chief of Police.
- (b) There shall be a bi-annual re-alignment of platoons to ensure a balanced mix of seniority levels in each platoon.
- (c) The Annual Leave and Statutory Leave schedule shall be circulated by the 15th of September and completed and returned to Human Resources by

the 31th of October each year. Members in order of seniority shall make their annual vacation and statutory selection within their assigned designated platoon, branch or unit. If extenuating circumstances prevent the selecting of annual/statutory leave in accordance with 11.03 (c), the Board shall provide in writing to the Association reasons for requesting an extension. The Association acknowledges that no reasonable extension will be denied.

Ratio of members off at one time

11.04 (a) During any given year only for the period January 1, 2013 to December 31, 2014, the ratio of persons off on annual leave per platoon, branch or unit shall be:

- i) one member per seven members or less assigned
- ii) two members per eight to fourteen assigned
- iii) three members per fifteen to twenty-five members assigned
- iv) four members per twenty-six members or more assigned

At the expiration of the Agreement 11.04 (a) iii) and iv) shall no longer apply during the months of July and August.

- (b) 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.
- (c) A member when selecting annual/statutory leave must take into consideration court notifications already served providing that the annual/statutory leave selection was done in accordance with the schedule outlined in 11.03 (b). Should a member with a court notification select the same period for annual vacation notwithstanding 11.03 (b) requirements were met, the provisions of Article 9.02 (a) shall not apply.
- (d) Within each branch, unit or platoon, members shall choose vacation times in order of their seniority.
- (e) Vacation selection shall be limited to a maximum of four (4) continuous calendar weeks in any block. The selection of supervisor vacation times shall be separate and distinct from vacation selection by constables.
- (f) The selection of supervisor vacation times shall be done in the same manner as 11.04 above, however will be separate and distinct from vacation selection by constables;
 - (i) Staff Sergeants shall exercise seniority rights for the selection of annual leave within their respective unit; for greater certainty, in accordance with 11.04 (a) only one staff sergeant shall be off at any given time.

- (ii) Sergeants shall exercise seniority rights for the selection of annual leave within their respective unit; for greater certainty, in accordance with 11.04 (a) only one sergeant shall be off at any given time.

Annual Leave - openings

- 11.05 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 less seniority basis. (for example, a fifth pick member's annual leave opening would be offered to the sixth pick member, then the seventh pick member, then the eighth pick member etc. in the same unit until all lower picking members have been provided the opportunity to select or until the selection of the opening has been made, however, it is understood that there shall be no subsequent offering or re-picking as a result of the first annual leave opening being filled).

Annual Leave due to absence from work

- 11.06 Members who, as a result of absence due to illness or injury, are unable to take their vacation entitlement by December 31, in the year of entitlement, shall have the entitlement carried forward into the next year. The member, upon declaring fit to return to duty shall commence and exhaust all carried over vacation entitlement prior to returning to duty. With approval of the Divisional Commander, alternative selection may be granted based on organizational needs. Vacation entitlement accrued from the previous year shall be taken in the usual manner at the selected scheduled time in accordance with 11.02.

Cease to earn Annual Leave

- 11.07 Notwithstanding any other article in this Collective Agreement, a member will cease to earn annual leave credits where:

- (i) He/she is receiving W.S.I.B. benefits for greater than one year after the board's liability under article 18.01 has expired;
- (ii) He/she is on approved leave of absence in excess of two weeks (fourteen calendar days) for non-medical reasons, except for employees on a pproved pregnancy/parental leave or adoption leave.
- (iii) He/she is receiving L.T.D. benefits

Members under suspension

- 11.08 Members while under suspension will still be required to utilize their annual leave, however, during the period of annual leave the requirement to report daily to sign in shall be waived.

ARTICLE 12 – DESIGNATED HOLIDAYS

Paid Holidays

12.01 (a) All members shall be entitled to twelve paid holidays:

- | | |
|-------------------|---------------------|
| 1. NEW YEAR'S DAY | 7. CIVIC DAY |
| 2. FAMILY DAY | 8. LABOUR DAY |
| 3. GOOD FRIDAY | 9. THANKSGIVING DAY |
| 4. EASTER MONDAY | 10. REMEMBRANCE DAY |
| 5. VICTORIA DAY | 11. CHRISTMAS DAY |
| 6. CANADA DAY | 12. BOXING DAY |

Canada Day falling on a Sunday

- (b) When Canada Day falls on a Sunday, members working a schedule that regularly includes weekends shall observe the statutory holiday on the Sunday, for members not regularly working weekends (generally Monday to Friday), the statutory holiday shall be observed on Monday July 02.

Members working 8 hour schedule

12.02 (a) A member regularly scheduled to work an eight (8) hour dayshift week or member on an accommodated duty eight (8) hour dayshift week, which begin no earlier than 0700h and conclude no later than 1800h, between Monday and Saturday shall be scheduled off on the designated holidays as defined in 12.01, unless circumstances warrant the scheduling of additional personnel on such designated holiday.

- (b) A member as defined in 12.02 (a) required to work on a designated holiday will be paid at a rate of time and one half his straight time hourly rate of pay for all time worked on the designed holiday. In addition, upon mutual consent between the member and the supervisor, the member shall be scheduled a day off in lieu with pay.

Members working 10 hour schedule

12.03 (a) A member regularly scheduled to work a ten (10) hour dayshift week which begin no earlier than 0700h and conclude no later than 1800h, between Monday and Saturday shall be scheduled off on the designated holidays as defined in 12.01, unless circumstances warrant the scheduling of additional personnel on such designated holiday as determined by the supervisor.

- (b) A member as defined in 12.03 (a) required to work on a designated holiday will be paid at a rate of time and one half his straight time hourly rate of pay for all time worked on the designed holiday.

- (c) A member as defined in 12.03 (a) shall receive a credited bank of ninety-six (96) hours on January 01 of each year, to be drawn for each day taken off for the statutory day. Any remaining balance of time calculated for the end of the calendar year by November 01, shall be paid out or taken in time-off as determined by the member.

Designated holidays fall during Annual Leave

- 12.04 For those members covered in 12.02 and 12.03 and where a designated holiday falls during a member's scheduled vacation period, such vacation period shall be extended by one eight (8) hour day, unless the member and supervisor agree to schedule a different day off with pay.

Selection of Statutory Leave

- 12.05 (a) For those members not covered in 12.02 and 12.03 in respect of the pay in lieu of designated holidays, payment for fifty-six (56) hours shall be granted in the form of fifty-six (56) hours to be taken in the same manner as annual leave. Payment for the remaining forty (40) 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.
- (b) 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.

Members on suspension, WSIB or other leaves

- 12.06 (a) A member on suspension, LTD, WSIB or other paid or un-paid non-medical leaves of absence shall be re-assigned to an eight (8) hour dayshift schedule Monday to Friday and shall observe the designated holidays as defined in 12.01.
- (b) Members shall have any Statutory Days that fall during their approved STD period paid by the Board.
- (c) Members shall have any Statutory Days that fall during their approved LTD period paid by the Insurance Carrier.
- (d) A statutory day as described in 12.06 (b) & (c) is equivalent to 8 hours.

ARTICLE 13 – MUNICIPAL POLICING ALLOWANCE

Definition

- 13.01 Effective January 01, 2006, members shall be entitled to a Municipal Policing Allowance in accordance with the following schedule and shall cover all ranks from Constable to Staff Sergeant.
- (a) Sworn members with eight (8) to sixteen (16) years of completed police service shall receive an additional 3% of a 1st Class Constables rate.

- (b) Sworn members with seventeen (17) to twenty-two (22) years of completed police service shall receive an additional 6% of a 1st Class Constables rate.
- (c) Sworn members with twenty-three (23) years or more of completed police service shall receive an additional 9% of a 1st Class Constables rate.
- (d) A member shall have their MPA reduced by one pay level (for example, 6% to 3%) for twelve (12) months, under the following circumstances:
 - (i) The member is convicted under the Police Services Act in for which the confirmed penalty was forfeiture in excess of forty (40) or more hours of pay or leave, or in excess of forty (40) or more hours suspension without pay. If an appeal is initiated and conviction upheld the twelve (12) months will be counted from the disposition of the appeal.

MPA Pensionable

- 13.02 (a) Municipal Policing Allowance is pensionable and shall form part of the basic salary.
- (b) Municipal Policing Allowance shall form part of the basic salary when calculating overtime, sick time, court time and vacation pay.

Calculation of Service

- 13.03 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

Business Attire

- 14.01 (a) Where a member assigned to Criminal Investigations Division, or other area as determined by the Chief, is required to wear business attire, generally every day for work, he/she shall receive an annual clothing allowance of \$1,200.00, payable semi-annually. This amount shall be pro-rated per day worked, paid semi-annually for members not assigned in the Criminal Investigations Division or other area as determined by the Chief for a full calendar year. Pro-rated payment shall include annual and statutory leave time.

(Effective January 01, 2018 this amount will increase to \$1,300.00)

For members covered under 14.01 (a), payment shall be paid on the pay closest to 1st January and 1st July in their first year of such duty, and on the closest pay to 1st July and 31st December in each subsequent year.

Plain Clothes Attire

- (b) Where a member is assigned to a plain clothes branch, unit or division or any other area as determined by the Chief and is not required to wear a business attire or uniform, generally every day for work, he/she shall receive an annual clothing allowance of \$500.00, payable semi-annually. This amount shall be pro-rated per day worked, paid semi-annually for members not assigned in plain clothes for a full calendar year. Pro-rated payment shall include annual and statutory leave time.

(Effective January 01, 2018 this amount will increase to \$550.00)

For members covered under 14.01 (b), payment shall be paid on the pay closest to 1st January and 1st July in their first year of such duty, and on the closest pay to 1st July and 31st December in each subsequent year.

- (c) Newly assigned members, covered under 14.01(a) and (b), shall receive the first payment within 30 days of taking the new assignment. The amount shall be pro-rated to the next 1st of July or 31st of December and shall also include the next full second payment.

Uniform and Equipment

- 14.02 The Board shall provide uniforms and equipment as the Board considers adequate.

Dry Cleaning

- 14.03 (a) The Board shall annually provide each member not assigned to regular business attire, payment for dry cleaning services for clothing used in the course of duty up to a total payment of \$200.00. The amount shall be pro-rated for members not employed for a full calendar year.

(Effective January 01, 2018 this amount will increase to \$250.00)

Dry Cleaning – Business Attire

- (b) Effective January 01, 2013, the Board shall annually provide those members assigned to regular business attire, payment for dry cleaning services for clothing used in the course of duty up to a total payment of \$250.00. The amount shall be pro-rated for members not employed for a full calendar year.

(Effective January 01, 2018 this amount will increase to \$300.00)

- (c) The method of satisfying this clause shall be at the discretion of the Board.

ARTICLE 15 – LIFE INSURANCE

Definition

- 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.

Definition - retirees

- 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.

Funeral costs

- 15.03 The Association and Board agree to split on a 50/50 basis all reasonable costs and have been mutually agreed, pertaining to a funeral for a members' loss of life while on duty.

ARTICLE 16 – MEDICAL, HOSPITAL and DRUG INSURANCE

Board pays 100%

- 16.01 The Board shall pay 100% of the current premium costs to provide each member and dependents with the benefits under this article.

Ontario Health Insurance Plan

- 16.02 Medical insurance under the Ontario Health Insurance Plan.

Benefit Entitlement – new member

- 16.03 Benefit entitlement under this Article comes into effect on the first day of the first month following date of hire.

Dependents

- 16.04 Dependents shall include:

- (i) Your spouse or common-law spouse
- (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.

Vision/Hearing coverage

- 16.05 (a) Manulife Extended Health Care or equivalent carrier, including eyeglasses (maximum subsidy - \$400/ every twenty-four (24) months), eye examinations (maximum \$65 every twenty-four (24) months) and hearing aids (maximum subsidy - \$1000 / every sixty (60) months).

(Effective January 01, 2016 - Manulife Extended Health Care or equivalent carrier, including eyeglasses, contact lenses, or laser eye surgery (maximum subsidy - \$450/ every twenty-four (24) months), eye examinations (maximum \$100 every twenty-four (24) months).

Paramedical coverage

- (b) The Extended Health Care Plan shall include the following paramedical services:

Physiotherapist <i>Effective Jan 01, 2016</i> <i>Effective Jan 01, 2017</i> <i>Effective Jan 01, 2018</i>	maximum \$700 per calendar year <i>maximum \$800 per calendar year</i> <i>maximum \$900 per calendar year</i> <i>maximum \$950 per calendar year</i>
Clinical Psychologist <i>Effective Jan 01, 2016</i> <i>Effective Jan 01, 2017</i> <i>Effective Jan 01, 2018</i>	maximum \$350 per calendar year <i>maximum \$800 per calendar year</i> <i>maximum \$900 per calendar year</i> <i>maximum \$1000 per calendar year</i>
Speech Pathologist	maximum \$350 per calendar year
Chiropractor <i>Effective Jan 01, 2016</i> <i>Effective Jan 01, 2017</i> <i>Effective Jan 01, 2018</i>	maximum \$700 per calendar year <i>maximum \$800 per calendar year</i> <i>maximum \$900 per calendar year</i> <i>maximum \$950 per calendar year</i>
Massage without Dr. Note (must be a Certified Registered or Licenced Massage Therapist) <i>Effective Jan 01, 2016</i> <i>Effective Jan 01, 2019</i>	maximum \$350 per calendar year <i>maximum \$550 per calendar year</i> <i>maximum \$650 per calendar year</i>
Osteopath	maximum \$350 per calendar year
Podiatrist	maximum \$350 per calendar year
Chiropodist	maximum \$350 per calendar year
Naturopath	maximum \$350 per calendar year

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.

Deluxe Travel

- (c) Effective the first day of the month following ratification of the Collective Agreement coverage shall include Deluxe Travel Benefit Insurance - maximum for 60 days per trip.

Effective Jan 01, 2016 for maximum 90 day per trip

Semi-Private

- (d) Effective January 01, 2013, the Board shall pay 100% the cost of semi-private health care for sworn active members only.

Dental Coverage

- 16.06 (a) Manulife Dental Plan No.9, or equivalent. The O.D.A. fee schedule will be updated to the 2009 level and will be updated in each year of the agreement as new fee schedules are published by the Ontario Dental Association.

- (b) Manulife Dental Rider #2 (orthodontic) or equivalent. The rider shall provide a \$2,000 maximum lifetime benefit per person, 50/50 shared risk.

(Effective January 01, 2017 provide a \$3,000 maximum lifetime benefit per person, 50/50 shared risk.)

(Effective January 01, 2019 provide a \$4,000 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.

- (c) Manulife Dental Rider #4 (major restorative) or equivalent. The rider shall provide a \$2,000 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 January 01, 2017 - provide a \$3,000 maximum lifetime benefit per person, 50/50 shared risk.)

(Effective January 01, 2019 - provide a \$4,000 maximum lifetime benefit per person, 50/50 shared risk.)

- (d) The parties agree that maintaining the Dental Benefit in accordance with the current ODA fee schedule effectively incorporates the employee's share of the E.I. premium reduction granted by Human Resources Development Canada.

Positive Enrollment

- 16.07 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. Manulife will be instructed to conduct a random audit of completed forms for accuracy.

Coverage Definition - length

- 16.08 The Board agrees to maintain the benefit plan as described in Articles 16.01 to 16.07 for a period of twenty-four (24) continuous months from the original date of certified disability for those members who qualify for the Long Term Disability benefits under Article 17 Income Protection Plan. Members with greater than 15 years of continuous service with the Greater Sudbury Police Service and after twenty-four continuous months of absence due to a certified long term disability shall be transferred to retiree benefits.

- 16.09 If a member is killed in the performance of the member's duty, the member's surviving spouse shall continue to be entitled to benefits as provided for in Articles 16.05 and 16.06 until the earlier of the date that the spouse reaches age 65 or the date that the spouse obtains comparable medical and dental coverage through any other means. The member's dependent children shall continue to be covered under the plans until they are no longer defined as dependents in the plans. It is agreed and understood that any other benefit coverage available to the surviving spouse and/or dependents shall be the first payor.

- 16.10 If an active member dies outside the line of duty, the member's surviving spouse shall continue to be entitled to benefits as provided for in Articles 16.05 and 16.06 until the earlier of the date that is five years from the date of the members death or the date that the spouse obtains comparable medical and dental coverage through any other means. The member's dependent children shall continue to be covered under the plans until they are no longer defined as dependents in the plans. It is agreed and understood that any other benefit coverage available to the surviving spouse and/or dependents shall be the first payor.

FOR ACTIVE MEMBERS POST 65

- 16.11** Subject to future amendments to the Ontario Human Rights Code, the following provisions regarding benefits shall apply to full time members who actively report to work having attained the age sixty-five (65):
- (a) Active members over age sixty-five (65) shall have a health care spending account in accordance with article 16.14 on a “p er member” basis regardless of single/family coverage and be available exclusively for reimbursement of medical or dental expenses as approved by the Canada Revenue Agency’s (CRA) definitions regarding eligible expenses.
 - (b) Under no circumstances shall benefits also be claimed under articles 16.01 to 16.07 for either the member or dependents.
 - (c) Members absent due to a certified medical disability and/or are not eligible for the benefits afforded under the Income Protection Plan shall remain entitled to post-65 health care spending account per article 16.11 for up to a maximum of 180 calendar days.
 - (d) Active members over the age of 65 shall be afforded group life insurance coverage per article 15.02; for greater certainty, the provisions of 15.01 shall not apply
 - (f) Active members over the age of 75 s hall not be afforded benefit entitlement pursuant to articles 15, 16, or 17.

RETIREES (For Members retiring on or after JANUARY 01, 2015):

- 16.12** (a) Members retiring on or after January 01, 2015 must meet the definition of “Retiree” as defined in Article 2.01(m).
- (i) Members meeting the definition of retiree and retiring on a n unreduced pension shall be afforded the retiree benefits as defined in Article 16.13 to the age of sixty-five (65).
 - (ii) Members meeting the definition of retiree and taking the commuted value of their OMERS pension in the 30 da ys immediately prior to their turning 50 years of age and having twenty or more years of continuous full time service with the Greater Sudbury Police Service shall be provided with a non-cumulative health care spending account as described in 16.14 (b) annually to the age of sixty-five (65). The amount shall be provided on a “per member” basis regardless of single/family coverage and be available exclusively for reimbursement of medical or dental expenses as approved by the Canada Revenue Agency’s CRA) definitions regarding eligible expenses.

16.13 **Coverage**
The Board agrees to contribute 100% of the total premium costs for each member and dependents of:

- (a) Manulife Extended Health Care Plan or equivalent carrier.
- (b) Medical insurance under the Ontario Health Insurance Plan to mirror Article 16.02.
- (c) Manulife Extended Health Care for the following:

Manulife Extended Health Care or equivalent carrier, including eyeglasses (maximum subsidy - \$400/ every **twenty-four (24) months**), **eye examinations (maximum \$65 every twenty-four (24) months)** and **hearing aids (maximum subsidy - \$1000 / every sixty (60) months)**.

Paramedical coverage

The Extended Health Care Plan shall include the following paramedical services:

Physiotherapist	maximum \$700 per calendar year
Clinical Psychologist	maximum \$350 per calendar year
Speech Pathologist	maximum \$350 per calendar year
Chiropractor	maximum \$700 per calendar year
Massage without Dr. Note (must be a Certified Registered or Licenced Massage Therapist)	maximum \$350 per calendar year
Osteopath	maximum \$350 per calendar year
Podiatrist	maximum \$350 per calendar year
Chiropodist	maximum \$350 per calendar year
Naturopath	maximum \$350 per calendar year

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.

- i). Dental Plan No. 9 to mirror Article 16.06 (a) for preset amounts and O.D.A rates.

- ii). Dental Rider #4 (major restorative) to mirror Article 16.06 (c) for preset amounts.

(Effective January 01, 2017 provide a \$3,000 maximum lifetime benefit per person, 50/50 shared risk.)

(Effective January 01, 2019 provide a \$4,000 maximum lifetime benefit per person, 50/50 shared risk.)

- (d) Upon the retired member's death, the benefits of 16.13 shall be provided for spouses and dependents:
 - (i) until the member would have turned sixty-five, or
 - (ii) 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.
- (e) For the purposes of Article 16.13, dependents are defined in Article 16.04.
- (f) Upon an annual certification by the Association that the status of the widow has remained the same, the Board shall continue its premium coverage per Article 16.13(d).

Post 65 Coverage - Retiree

- 16.14 (a) Provisions of Article 16.13 are to be applied to all members retiring unless this service is provided from any other source. This coverage shall continue until the retired member reaches the age of 65 years at which time the provisions of 16.13 shall cease and be replaced by 16.14 (b), (c) and (d).
- (b) Members retiring on or after January 01, 2015 who meets the definition of "Retiree" as defined in Article 2.01(m) shall be provided with a non-cumulative health care spending account of \$3,000 annually.
- (c) The non-cumulative health care spending account shall run for a maximum of ten (10) years, commencing on the date upon which a member reaches age 65 and ends on the date the member turns 75 or becomes deceased. The amount shall be pro-rated on a calendar basis in the first year and final years of entitlement.
- (d) The amount shall be provided on a "per member" basis regardless of single/family coverage and be available exclusively for reimbursement of medical or dental expenses as approved by the Canada Revenue Agency's (CRA) definitions regarding eligible expenses.

ARTICLE 17 – INCOME PROTECTION PLAN

Sick Leave Frozen

- 17.01 (a) Sick leave credit gratuity banks to members accrued under By-law 99-99A prior to March 31, 2010 shall be frozen. This notwithstanding, under certain conditions frozen sick leave may be accessed under authority of the Chief of Police in accordance with the Income Protection Guide. Such frozen sick leave when approved will be at 50% commuted value based on the number of hours of the member's current shift schedule assignment.
- (b) Effective January 1, 2018, members who were hired prior to March 31, 2010 may cash out a maximum of 25 hours of pay per year of their accumulated and unused Frozen Sick Leave per Calendar year at a rate of 1 hour paid for every 2 hours of frozen bank.
- (c) Effective January 1, 2018 members who were hired prior to March 31, 2010 may utilize their unused Frozen Sick Leave for Banked time off, up to a maximum of 24 hours per Calendar year 1 hour off for every 2 hours of frozen bank. Such time shall only be taken upon mutual consent of the member and supervisor.
- (d) Notwithstanding any other provision that addresses use of Frozen Sick Leave, time shall be taken at a rate of 1 hour off for every 1 hour of frozen bank. Use of such time is subject to the authorization of the Chief of Police or designate.

Definition Short Term/ Long Term

- 17.02 (a) The Board shall pay 100% of the billed premium costs for an Income Protection Plan which consists of Weekly Indemnity (Short Term Disability) and Long Term Disability in accordance with the terms and conditions in effect with Manulife Financial or equivalent carrier. The Board's sole obligation shall be to ensure that members receive this insurance coverage if deemed eligible by the carrier.
- (i) Weekly Indemnity (Short Term Disability) shall provide a benefit level of seventy-five percent (75%) of the regular basic rate of pay in effect at the time of disability and in accordance with the terms and conditions with Manulife Financial or equivalent carrier.
- (ii) Long Term Disability (LTD) shall provide a benefit level of sixty-six and two-thirds percent (66 2/3%) of the regular basic rate pay in effect at the time of disability and in accordance with the terms and conditions with Manulife financial or equivalent carrier. It is understood that the payment of LTD Benefits will cease when the member becomes eligible for an unreduced pension under OMERS.

Personal Health Days

- (b) Each year members shall be credited with up to six regularly scheduled shifts per year non-cumulative of Personal Health Days on the first day of the month of their Anniversary Date. These days may be used in accordance with Article 2.01(k). A day shall be calculated according to the length of shift that the member is working at any given time. A member shall never be entitled to more than six days per year, even if they switch from longer shifts to shorter shifts.

Unused personal health days may be carried over from one year to the next at a rate of one day carried for every two days not used in that year. The total number of days carried over may be used for top up pay only for short term and long term disability entitlement and at no time shall they be taken in pay in any other form. Unused Personal Health Days carried over each year shall be deemed to be eight hours regardless of the member's schedule worked in the year in which the days were not used. These unused hours may accumulate from year to year and may be used for top up purposes only.

New Hires

- (c) All newly hired members shall be eligible for coverage under the Income Protection Plan as described in 17.02 (a) and (b) as follows:
 - (i) Eligibility for STD and LTD as defined in 17.02(a) begins on the first of the month following three months of permanent full-time employment.
 - (ii) Eligibility for Personal Health Days as defined in 17.02(b) begins on the first day of permanent full-time employment.

Top-up

- (d) Members eligible for Weekly Indemnity (STD) and LTD benefits and have a frozen sick bank, unused bank time or annual leave time, may use such credits for top up purposes as follows; up to one hundred percent (100%) of their net earnings while in receipt of weekly Indemnity benefits (STD) and up to eighty-five percent (85%) of their net earnings while in receipt of Long Term Disability benefits.

Coverage Defined

- (e) Members eligible for coverage under 17.02 (a) and (b) shall be covered provided they are:
 - (i) actively at work in a full-time capacity, unless on approved annual leave or pregnancy/parental leave and;
 - (ii) the first of the month following three months of permanent full-time employment and;
 - (iii) not currently in receipt of disability benefits from any other carrier or WSIB.

Return to Duty

- (f) Those members who are not eligible as described in 17.02(e) for the Income Protection Plan become eligible on the first of the month following:
 - (i) a return to active duty in a full-time capacity of at least 30 days if on leave on March 31, 2010, and;
 - (ii) are no longer in receipt of disability benefits from any other carrier including WSIB.

Carrier Defined

17.03 All terms and conditions of the Weekly Indemnity Plan (STD) and Long Term Disability Plan shall be governed in accordance with the terms and conditions of the master contract in effect with Manulife Financial or equivalent carrier including all required documentation. The Board's sole obligation shall be to ensure that members receive this insurance coverage if deemed eligible by the carrier.

Termination

- 17.04 (a) Upon termination (i.e. death/retirement/resignation), members with a frozen sick bank balance remaining will be paid out at 50% of their unused frozen sick leave balance to a maximum of 1044 hours at the rate of pay in effect at the time of termination. In all cases, the sick leave balance shall be adjusted based upon 17.02 (d).
- (b) Members resigning with less than five (5) years' service shall not be entitled to payout of their unused frozen sick leave balance.
- (c) Provided the Board is given, in writing, at least five (5) months irrevocable notice of intent to retire, members with a frozen sick bank retiring on an unreduced pension, may opt to be paid out as per 17.04(a) or commence a leave of absence and maintain salary continuance until their effective retirement date utilizing 50% of their adjusted frozen sick leave balance to a maximum of 1044 hours at the rate of pay in effect at the time of retirement. If an eligible member has an adjusted balance of over 2088 hours, the amount in excess of 2088 hours can only be utilized for salary continuance at the rate in effect at the time and until such time the balance is exhausted.
- (d) Salary continuance as provided for in 17.04 (c) shall be taken immediately prior to the date of retirement. During this time of salary continuance, there shall be no accrual of annual leave or designated holiday time, nor entitlement to the Income Protection Plan, dry cleaning and clothing allowances. Benefits in accordance with Article 16 shall continue to be provided during the said period.

Income Protection Guide - Committee

- 17.05 The Association and the Board agree to have a standing working committee to review and make recommendations to the Chief of Police on the Income Protection Guide. The Chief shall have the sole authority to approve or deny such recommended changes.

ARTICLE 18 – WORKPLACE SAFETY and INSURANCE BOARD

- 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 frozen accumulated sick leave credits as top-up 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 in accordance with 11.04.

- 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 frozen 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.

- 18.04 Members injured as a result of work related duties and are not able to return to full duties on their next scheduled shift shall contact Human Resources (or if on a weekend and/or statutory holiday the On-duty Staff Sergeant or designate) before their next scheduled shift to arrange for a suitable accommodated work plan.

- 18.05 Members requiring medical appointments such as physiotherapy as a result of a work related illness or injury shall arrange for such appointments at the beginning or end of scheduled working hours where possible.

ARTICLE 19 – BEREAVEMENT LEAVE/ COMPASSIONATE/ SPECIAL LEAVE

Defined

- 19.01 (a) Bereavement leave shall be defined as days absent from the workplace to grieve a family member with no loss or interruption of pay. Bereavement Leave shall include days regularly scheduled to work, regularly scheduled days off, sick days, WSIB leave, and Statutory Leave. In the event bereavement leave falls during regular days off, the member shall be credited one additional bereavement leave day for every two regular days off where the member was on bereavement leave.
- Entitlement
- (b) Bereavement leave as defined in 19.01 a), shall be granted to a member in the amount of seven (7) Bereavement leave days from the time of death to grieve the death of a Spouse as defined in the Family Law Act, Child or Step-child.
- (c) Bereavement leave as defined in 19.01 a), shall be granted to a member in the amount of five (5) Bereavement leave days from the time of death to grieve the death of a Parent or Step-Parent,
- (d) Bereavement leave as defined in 19.01 a), shall be granted to a member in the amount of (3) Bereavement leave days from the time of death to grieve the death of a relative. For the purpose of this section, a relative means: Spouse's Parent, Spouse's Step-Parent, Sibling, Brother-in-law, Sister-in-law, Grandparents, Grandchildren, Spouse's Grandparents or a person standing in loco parentis.
- (e) Where the death occurs during the member's annual leave for relatives listed in 19.01 (b), (c) or (d), the member shall have their annual leave extended by three (3) days.

Delayed Bereavement

- (f) Should the interment or funeral be delayed and lie outside of the time frame allowed within Article 19.01, a member may opt to work their regular scheduled days in order to be off for the period of actual interment or funeral. In these instances members shall be required to contact Human Resources to make such arrangements and to provide documentation to support the need for the delay. Attendance for such delay of service shall be verified by way of documented note from the funeral home if requested. Members shall notify their supervisor of these alternate arrangements as soon as possible.

Additional Bereavement Leave required

- 19.02 (a) A member may extend their bereavement time by one day through bank time, annual leave or frozen sick-bank for those entitlements covered by 19.01.
- (b) Upon application and approval to the Chief of Police or designate a member in an appropriate case may be granted an additional leave using annual leave, banked time or frozen sick-bank (per Article 17.01(a)) for Bereavement leave in circumstances other than those specified in subsection 19.01 of this Agreement.

19.03 **Compassionate Leave**

- (a) Upon application to the Chief of Police or designate a member in appropriate cases may use personal health days or frozen sick-bank to a maximum three (3) days for Compassionate leave in circumstances other than those specified in subsection 19.01 of this Agreement.
- (b) Additional compassionate leave may be granted to members upon application and approval from the Chief of police or designate. Such additional leave may be granted using annual leave, banked time or frozen sick bank in accordance with 17.01(a).

Relationship Status

- 19.04 When requested, a member shall be required to provide proof of relationship status to the satisfaction of the Board.

Pregnancy/Parental Leave

- 19.05 Pregnancy/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 pregnancy 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) Supplemental Employment Insurance Benefit (SUB) Plan
Effective date of ratification on confirmation by the *Employment Insurance Act* of the appropriateness of the Board's Supplemental Employment Benefit (SUB) pursuant to section 30 of the *Employment Insurance Act* the following shall apply:
- (i) Pregnancy Leave SUB Plan:
For all approved Applications for Pregnancy Leave:
- Seventy-five percent (75%) of her regular earnings during the EI two week waiting period if a waiting period has been served and HR receives proof of waiting period served.
 - EI top up during the period an eligible member is in receipt of EI maternity benefits for the difference between the EI weekly Maternity Benefit Rate and seventy-five percent (75%) of the member's regular earnings at the commencement of the leave. The allowance is to continue only while the member is in receipt of EI maternity benefits and will be limited to the maximum fifteen (15) week EI payment period.
- (ii) Parental Leave S.U.B. Plan
For all approved Applications for Parental Leave:
- Seventy-five percent (75%) of his/her regular earnings during the EI two week waiting period upon proof from EI that the waiting period has been served.
 - EI top up during the period an eligible member is receiving the EI parental benefits for the difference between the EI Weekly Parental Benefit Rate and seventy-five percent (75%) of the member's regular earnings at the commencement of the leave. The allowance is to continue only while the member is in receipt of EI Parental Benefits and will be limited to a maximum of fifteen (15) weeks.
- (iii) It is the member's responsibility to provide Human Resources with a copy of their first EI statement so that the S.U.B. payment can be calculated.
- (iv) 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.

- (f) A member who is entitled to leave under the provisions of the *Employment Standards Act* in relation to pregnancy and parental leave shall continue to accumulate seniority and rights and vacation entitlement. Group benefits and insurance shall continue as provided for in this Collective Agreement. A member may at his/her option continue to maintain his/her pension plan provided the member makes the required pension plan contributions.

- (g) 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

- 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 \$70.00 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

- 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 20011-247F (or as may be amended from time to time) 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.
- 21.03 Members while out of town on police business shall be compensated in accordance with FIN 003 [Travel Expenses for Police Related Activities](#).
- 21.04 **Members required to travel out of town on police duty including for the purposes of training, and where such travel requires the member to stay overnight, the member's schedule shall be adjusted to include travel to and from the required destination. Where such schedule cannot be adjusted, the member shall receive such travel time in lieu time-off at straight time.**

ARTICLE 22 – ASSOCIATION BUSINESS

- 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 or the Police Association Labour Conference shall be granted leave with full pay to specifically attend these functions at the discretion of the Chief of Police. The total paid leave available to members of the Association for these Association activities shall not exceed forty-six (46) cumulative 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, 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 or designate 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 to the Chief of Police or designate and subject to the reasonable operational requirements of the member's unit.

ARTICLE 23 – PENSION

- 23.01 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.
- 23.02 All eligible members will enroll in OMERS with a normal retirement age 60 and will qualify for early retirement provisions as provided for with the OMERS plan in accordance with the “*OMERS Act*”.
- 23.03 Effective January 1st, 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 Members of the service shall contribute a percentage of their pensionable earnings as determined by OMERS towards the OMERS Pension Plan and integrated with the Canada Pension Plan.

23.05 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 24 – GRIEVANCE and COMPLAINT COMMITTEE

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 POSTINGS and ACTING POSITIONS

Defined

25.01 (a) A member who is designated by the Chief of Police or designate to an acting rank shall be compensated for all time worked at the applicable acting rank; that being Level 2 Staff Sergeant or Level 2 Sergeant . All such time worked while the member is serving in the applicable acting rank shall be recorded cumulatively to a maximum of 2088 hours at which time the member shall be entitled to move to Level 1. Any acting time worked, as designated by the Chief of Police, beyond the 2088 hours shall be paid at Level 1. For greater clarity, the member shall only be entitled to the acting pay rate when acting as designated by the Chief in accordance with the procedure in effect at the time.

Rate of Pay

(b) The rate of pay for a Level 2 Staff Sergeant shall be fifty (50) percent between a Level 1 Sergeant and a Level 1 Staff Sergeant. A newly promoted Staff Sergeant shall remain at Level 2 for a period of 12 months before being reclassified to Level 1. Where a member has been acting for a continuous period in the rank of staff sergeant and has been confirmed to the rank of staff sergeant, any such continuous time served in the acting rank during the previous twelve months shall count towards the 12 months.

Rate of Pay for Promotion

(c) The rate of pay for a Level 2 Sergeant shall be fifty (50) percent between a Level 1 Sergeant and a First Class Constable. A newly promoted Sergeant shall remain at Level 2 for a period of 12 months before being reclassified to Level 1. Where a member has been acting for a continuous period in the rank of sergeant and has been confirmed to the rank of sergeant, any such continuous time served in the acting rank during the previous twelve months shall count towards the 12 months.

Forensic Specialist

- 25.02 (a) Where the Chief of Police or his designate assigns a constable to the Forensic Unit 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 Forensic Unit as outlined in article 25.02 (a) remains beyond 12 months, his designation and remuneration shall be that of Identification Specialist.

Detective Constable

- 25.03 (a) Where the Chief of Police or his designate assigns a constable, who meets the requirements as determined through the Expression of Interest submission, to the Criminal Investigation Branch (which only includes General Assignment, Sexual Assaults, High Risk Offender Manager, Missing Person Coordinator, CID Fraud, Cyber Crime, Intelligence, Drugs and BEAR units), such Constable shall receive his normal rate of pay for the first twelve months on his/her assignment - referred to as Year 1.
- (b) Where a Constable assigned to the Criminal Investigation Branch as outlined in article 25.03 (a)
- (i) remains beyond twelve (12) months, provided he has successfully demonstrated job specific performance measures to the satisfaction of the Chief of Police or designate shall receive salary in accordance with Appendix "A", Detective Constable greater than twelve (12) months of service.
 - (ii) remains beyond twenty-four (24) months, provided he has successfully demonstrated job specific performance measures to the satisfaction of the Chief of Police or designate shall receive salary in accordance with Appendix "A", Detective Constable greater than twenty-four (24) months of service.
- (c) In the event the constable leaves one of the positions as identified in 25.03(a), but returns to one of the noted positions in the Criminal Investigations Branch, within twelve (12) months, the member shall be credited with past consecutive service for the purpose of this Article.
- (d) In the event the constable leaves one of the positions as identified in 25.03(a), but returns to one of the noted positions in the Criminal Investigations Branch, after twelve (12) months but within forty-eight (48) months, the member shall be credited with fifty percent (50%) of the total consecutive months served in Criminal Investigations up to a maximum of twelve (12) months for the purpose of this Article.

- (e) In the event the constable leaves one of the positions as identified in 25.03(a), but returns to one of the noted positions in the Criminal Investigations Branch after forty-eight (48) months, the member shall be deemed to be a new member in the Criminal Investigations Branch for the purpose of this Article.

Sergeant Complement

- 25.04 (a) The complement of confirmed Sergeants on payroll within the whole of the Greater Sudbury Police Service shall be thirty-four (34). Nothing precludes the Chief of Police from increasing this number.

Staff Sergeant Complement

- (b) The complement of confirmed Staff Sergeants on payroll within the whole of the Greater Sudbury Police Service shall be eleven (11). Nothing precludes the Chief of Police from increasing this number.

25.05 **Relieving – Not for Pay**

Where a member is designated by the Chief of Police or designate to relieve a member of higher rank to cover lunches or other periods of absence when the member of higher rank is still on duty, such member may record time in hours. Such time shall not be taken in pay or time off, but rather is to be used as experiential time for promotional competition purposes only.

ARTICLE 26 – VACANCIES

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

Permanent vacancy - Promotional

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. The date of the vacancy shall be determined as the last day of which the member reports to work for their last scheduled shift and such vacated position shall be filled by the promotional process in effect on that day.

Temporary – less than 6 months

- (b) Where the Chief of Police has made a determination that an incidental temporary vacancy of a supervisory nature is created by an absence that is expected to be less than six months, due to vacation, illness or disability, a leave of absence, suspension or an unfilled permanent appointment being filled under 26.01(a), replacements shall be assigned on the basis of the designated acting list in effect at the time. Nothing in this section shall preclude the Chief from filling such vacancy in accordance with 26.01 (c).

Temporary – greater than 6 months

- (c) Where the Chief of Police has made a determination that a temporary vacancy of a supervisory nature is created by an absence that exceeds six months, due to illness/disability, suspension or a leave of absence, replacements shall be assigned on the basis of the promotional process in effect at the time. Notwithstanding the above, the Chief's sole obligation is to maintain the provisions of 25.04 a) and b) with respect to complement on s alary. It shall be the Chief's prerogative to fill supervisory positions from within the unit for vacancies less than six months.
- (d) Only those members as qualified by the promotional process shall be eligible for acting duties unless otherwise authorized by the Chief of Police or his designate and shall be eligible to be compensated as defined in Article 25.01.

Promotional process evaluation

26.02 There shall be an evaluation process in accordance with the promotional procedure 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.

New/vacated job assignment - communicated

26.03 When a job assignment(s) is created or vacated, that assignment(s) shall be communicated by way of an internal memorandum containing the position description for a period of fourteen days so that members may submit an Expression of Interest for consideration. The Chief shall have the final decision on the actual transfer.

ARTICLE 27 – SERVICE REDUCTION

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

Defined

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.

Board may refuse

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.

Civil Action

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.

Notification

28.04 (a) 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.

(b) Where the Board is notified of a legal action against a member, the Board will notify the Association as soon as is practicable.

Indemnification- not covered

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;

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.

Special Investigations Unit investigation

28.08 Where a member, past or present 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.

Coroners Act

28.09 A member may apply to the Board, for legal indemnification for investigations and/or hearings under the Coroners Act. The Board shall have the right to choose the solicitor to represent the member in these matters.

ARTICLE 29 – RECORD OF CONVICTIONS

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 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).
- 29.04 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.
- 29.05 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 PATROL

- 30.01 AFTERNOON SHIFT: There shall be a minimum of twelve (12) officers on afternoon shift city wide. These officers will be assigned to the on-duty platoon and deployed as the Staff Sergeant deems appropriate for the current operational demands. It shall be understood that supervisors and information officers are not included in the twelve (12) officer complement.
- 30.02 Should the basic complement of twelve (12) not be met by the personnel assigned to the on-duty platoon, the Staff Sergeant shall draw upon the Uniform support units, including but not limited to **Rural Community Response Unit, Tactical, Traffic and/or Canine** to meet this complement. For the purpose of this section, a probationary constable shall form part of the minimum complement.
- 30.03 (a) For the purposes of afternoon shift and night shift zone 11 will be one zone and referred to as Walden; zones 12 and 13 will become one zone and referred to as Rayside Balfour; zone 14 will be one zone and referred to as Valley East; zone 15 will be one zone and referred to as Nickel Centre. Similarly, zone 50 south of Richard Lake Road will be subject to the two-officer patrol requirements. Should these zones be policed, they shall be staffed by a minimum of two (2) officers that shall be doubled up as soon as practicable around 2000 hours. A single officer unit may respond to a call between 1600 and 2000 hours in an un-policed zone provided a second officer is dispatched to the identified zone as soon as practicable. After 2000 hours all calls for service shall be considered two-officer calls until 0700 hours the following day. If a two-officer unit is not available for dispatch to such calls, two single officer units may be dispatched.

- (b) Zones 20 to 60 shall generally be patrolled by single officer patrol units on afternoon shifts.
- 30.04 EXEMPTIONS: Exemptions to the two-officer requirement includes supervisors, forensic units, canine officers, non-uniformed officers, and any officer in an unmarked vehicle, with the understanding that they are not used for general patrol or enforcement.
- 30.05 NIGHTSHIFT: Between 0001 hours and 0800 hours (night shift), there shall be a minimum of three (3) two-officer patrol units in zones 20 to 60. Those zones referred to as Walden, Rayside Balfour, Valley East, Nickel Centre and areas south of Richard Lake Road shall, if policed, be patrolled by two-officer units. Any calls during the nightshift in those zones referred to as Walden, Rayside Balfour, Valley East, Nickel Centre and areas south of Richard Lake Road shall be considered two-officer calls and shall be dispatched to a two-officer patrol unit or two single officer units.
- 30.06 DAYSHIFT: Between 0700 and 1700 hours (day shifts), all zones shall generally be policed by single officer patrol units.
- 30.07 BEAT: Should Beat Officers be utilized between 2100 hours and 0700 hours then two officer patrols shall be mandatory.

Refer to Appendix "B" for Description of Zone Breakdowns

ARTICLE 31 – COMMITTEES


- 31.01 The parties agree that there shall be five joint committees as follows:
- Scheduling
 - Equipment and Clothing
 - Tenure
 - Promotion
 - Transfers
- And any other committees that the parties mutually agree to constitute
- 31.02 The Committees shall consist of equal representation from both the Association and the Chief of Police or designate.
- 31.03 These Committees may make recommendations to the Chief of Police. The parties confirm that nothing herein affects the operational authority of the Chief of Police or his/her discretion in making any operational decisions.

ARTICLE 32 – DURATION and EFFECTIVE DATE

- 32.01 The agreement shall remain in effect until the 31st day of December, 2019, 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.

Signed at SUDBURY, ONTARIO this 14 day of December,
2015


For the Association,




President



First Vice President



Member




Member

Member

For the Board,




Chair



Vice Chair



Member



Member

Member

APPENDIX “A-1”

<u>January 1, 2015</u> <u>2.1 %</u>	Jan 01, 2015 Hourly Rate	Jan 01, 2015 Bi-weekly Rate	Jan 01, 2015 Annual Rate
Staff Sergeant – Level 1	\$55.38	\$4,430.40	\$115,633.44
Staff Sergeant – Level 2	\$52.70	\$4,216.00	\$110,037.60
Sergeant – Level 1	\$50.01	\$4,000.80	\$104,420.88
Sergeant – Level 2	\$47.03	\$3,762.40	\$98,198.64
Detective Constable > 24 months	\$46.69	\$3,735.20	\$97,488.72
Detective Constable >12 < 24 months	\$45.37	\$3,629.60	\$94,732.56
Identification Specialist	\$46.78	\$3,742.40	\$97,676.64
1st Class Constable	\$44.05	\$3,524.00	\$91,976.40
2nd Class Constable	\$38.04	\$3,043.20	\$79,427.52
3rd Class Constable	\$34.38	\$2,750.40	\$71,785.44
4th Class Constable	\$29.24	\$2,339.20	\$61,053.12
Cadet	\$21.70	\$1,736.00	\$45,309.60

Effective January 1, 2015, there shall be no improvements to the salary grid for Cadet, 4th, 3rd and 2nd class Constable rates.

Jan 01, 2015 MPA	8-16 years	- \$ 1.32 per hour
	17-22 years	- \$ 2.64 per hour
	23 or more years	- \$ 3.96 per hour

Detective Constable

- Less than twelve (12) consecutive months - Same as 1st Class Constable
- Twelve (12) consecutive months or greater, but less than twenty-four (24) months – shall receive 103% of a 1st Class Constable
- Twenty-four (24) consecutive months or greater – shall receive 106% of a 1st Class Constable

Police Training Officer – shall be paid base rate plus 4% for all time serving as a Police Training Officer as defined in 2.01(l)

“Specialty Pay” – Constables holding specialty pay assignments as defined in 2.01(q) Specialty Pay, while actually assigned to a function that permits a member to perform the regular function of the position shall receive \$800.00 paid annually in December. Such compensation shall be pro-rated for members not performing the function for the entire year. For greater clarity, members on a leave of absence, on Short Term Disability or in a temporary accommodation shall have their compensation pro-rated.

APPENDIX “A-2”

<u>January 1, 2016 1.1 %</u>	Jan 01, 2016 Hourly Rate	Jan 01, 2016 Bi-weekly Rate	Jan 01, 2016 Annual Rate
Staff Sergeant – Level 1	\$55.99	\$4,479.20	\$116,907.12
Staff Sergeant – Level 2	\$53.28	\$4,262.40	\$111,248.64
Sergeant – Level 1	\$50.56	\$4,044.80	\$105,569.28
Sergeant – Level 2	\$47.55	\$3,804.00	\$99,284.40
Detective Constable > 24 months	\$47.20	\$3,776.00	\$98,553.60
Detective Constable >12 < 24 months	\$45.87	\$3,669.60	\$95,776.56
Identification Specialist	\$47.29	\$3,783.20	\$98,741.52
1st Class Constable	\$44.53	\$3,562.40	\$92,978.64
2nd Class Constable	\$38.04	\$3,043.20	\$79,427.52
3rd Class Constable	\$34.38	\$2,750.40	\$71,785.44
4th Class Constable	\$29.24	\$2,339.20	\$61,053.12
Cadet	\$21.70	\$1,736.00	\$45,309.60

Effective January 1, 2015, there shall be no improvements to the salary grid for Cadet, 4th, 3rd and 2nd class Constable rates.

Jan 01, 2016 MPA	8-16 years	- \$ 1.34 per hour
	17-22 years	- \$ 2.67 per hour
	23 or more years	- \$ 4.01 per hour

Detective Constable

- Less than twelve (12) consecutive months - Same as 1st Class Constable
- Twelve (12) consecutive months or greater, but less than twenty-four (24) months – shall receive 103% of a 1st Class Constable
- Twenty-four (24) consecutive months or greater – shall receive 106% of a 1st Class Constable

Police Training Officer – shall be paid base rate plus 4% for all time serving as a Police Training Officer as defined in 2.01(l)

“Specialty Pay” – Constables holding specialty pay assignments as defined in 2.01(q) Specialty Pay, while actually assigned to a function that permits a member to perform the regular function of the position shall receive \$800.00 paid annually in December. Such compensation shall be pro-rated for members not performing the function for the entire year. For greater clarity, members on a leave of absence, on Short Term Disability or in a temporary accommodation shall have their compensation pro-rated.

APPENDIX “A-3”

July 1, 2016 1.0 %	Jul 01, 2016 Hourly Rate	Jul 01, 2016 Bi-weekly Rate	Jul 01, 2016 Annual Rate
Staff Sergeant – Level 1	\$56.55	\$4,524.00	\$118,076.40
Staff Sergeant – Level 2	\$53.81	\$4,304.80	\$112,355.28
Sergeant – Level 1	\$51.07	\$4,085.60	\$106,634.16
Sergeant – Level 2	\$48.03	\$3,842.40	\$100,286.64
Detective Constable > 24 months	\$47.68	\$3,814.40	\$99,555.84
Detective Constable >12 < 24 months	\$46.33	\$3,706.40	\$96,737.04
Identification Specialist	\$47.76	\$3,820.80	\$99,722.88
1st Class Constable	\$44.98	\$3,598.40	\$93,918.24
2nd Class Constable	\$38.04	\$3,043.20	\$79,427.52
3rd Class Constable	\$34.38	\$2,750.40	\$71,785.44
4th Class Constable	\$29.24	\$2,339.20	\$61,053.12
Cadet	\$21.70	\$1,736.00	\$45,309.60

Effective January 1, 2015, there shall be no improvements to the salary grid for Cadet, 4th, 3rd and 2nd class Constable rates.

Jul 01, 2016 MPA	8-16 years	- \$ 1.35 per hour
	17-22 years	- \$ 2.70 per hour
	23 or more years	- \$ 4.05 per hour

Detective Constable

- Less than twelve (12) consecutive months - Same as 1st Class Constable
- Twelve (12) consecutive months or greater, but less than twenty-four (24) months – shall receive 103% of a 1st Class Constable
- Twenty-four (24) consecutive months or greater – shall receive 106% of a 1st Class Constable

Police Training Officer – shall be paid base rate plus 4% for all time serving as a Police Training Officer as defined in 2.01(l)

“Specialty Pay” – Constables holding specialty pay assignments as defined in 2.01(q) Specialty Pay, while actually assigned to a function that permits a member to perform the regular function of the position shall receive \$800.00 paid annually in December. Such compensation shall be pro-rated for members not performing the function for the entire year. For greater clarity, members on a leave of absence, on Short Term Disability or in a temporary accommodation shall have their compensation pro-rated.

APPENDIX “A-4”

<u>January 1, 2017 1.0 %</u>	Jan 01, 2017 Hourly Rate	Jan 01, 2017 Bi-weekly Rate	Jan 01, 2017 Annual Rate
Staff Sergeant – Level 1	\$57.12	\$4,569.60	\$119,266.56
Staff Sergeant – Level 2	\$54.35	\$4,348.00	\$113,482.80
Sergeant – Level 1	\$51.58	\$4,126.40	\$107,699.04
Sergeant – Level 2	\$48.51	\$3,880.80	\$101,288.88
Detective Constable > 24 months	\$48.16	\$3,852.80	\$100,558.08
Detective Constable >12 < 24 months	\$46.79	\$3,743.20	\$97,697.52
Identification Specialist	\$48.24	\$3,859.20	\$100,725.12
1st Class Constable	\$45.43	\$3,634.40	\$94,857.84
2nd Class Constable	\$38.04	\$3,043.20	\$79,427.52
3rd Class Constable	\$34.38	\$2,750.40	\$71,785.44
4th Class Constable	\$29.24	\$2,339.20	\$61,053.12
Cadet	\$21.70	\$1,736.00	\$45,309.60

Effective January 1, 2015, there shall be no improvements to the salary grid for Cadet, 4th, 3rd and 2nd class Constable rates.

Jan 01, 2017 MPA 8-16 years - \$ 1.36 per hour
 17-22 years - \$ 2.73 per hour
 23 or more years - \$ 4.09 per hour

Detective Constable

- Less than twelve (12) consecutive months - Same as 1st Class Constable
- Twelve (12) consecutive months or greater, but less than twenty-four (24) months – shall receive 103% of a 1st Class Constable
- Twenty-four (24) consecutive months or greater – shall receive 106% of a 1st Class Constable

Police Training Officer – shall be paid base rate plus 4% for all time serving as a Police Training Officer as defined in 2.01(l)

“Specialty Pay” – Constables holding specialty pay assignments as defined in 2.01(q) Specialty Pay, while actually assigned to a function that permits a member to perform the regular function of the position shall receive \$800.00 paid annually in December. Such compensation shall be pro-rated for members not performing the function for the entire year. For greater clarity, members on a leave of absence, on Short Term Disability or in a temporary accommodation shall have their compensation pro-rated.

APPENDIX “A-5”

July 1, 2017 1.0 %	Jul 01, 2017 Hourly Rate	Jul 01, 2017 Bi-weekly Rate	Jul 01, 2017 Annual Rate
Staff Sergeant – Level 1	\$57.69	\$4,615.20	\$120,456.72
Staff Sergeant – Level 2	\$54.90	\$4,392.00	\$114,631.20
Sergeant – Level 1	\$52.10	\$4,168.00	\$108,784.80
Sergeant – Level 2	\$48.99	\$3,919.20	\$102,291.12
Detective Constable > 24 months	\$48.63	\$3,890.40	\$101,539.44
Detective Constable >12 < 24 months	\$47.26	\$3,780.80	\$98,678.88
Identification Specialist	\$48.72	\$3,897.60	\$101,727.36
1st Class Constable	\$45.88	\$3,670.40	\$95,797.44
2nd Class Constable	\$38.04	\$3,043.20	\$79,427.52
3rd Class Constable	\$34.38	\$2,750.40	\$71,785.44
4th Class Constable	\$29.24	\$2,339.20	\$61,053.12
Cadet	\$21.70	\$1,736.00	\$45,309.60

Effective January 1, 2015, there shall be no improvements to the salary grid for Cadet, 4th, 3rd and 2nd class Constable rates.

Jul 01, 2017 MPA	8-16 years	- \$ 1.38 per hour
	17-22 years	- \$ 2.75 per hour
	23 or more years	- \$ 4.13 per hour

Detective Constable

- Less than twelve (12) consecutive months - Same as 1st Class Constable
- Twelve (12) consecutive months or greater, but less than twenty-four (24) months – shall receive 103% of a 1st Class Constable
- Twenty-four (24) consecutive months or greater – shall receive 106% of a 1st Class Constable

Police Training Officer – shall be paid base rate plus 4% for all time serving as a Police Training Officer as defined in 2.01(l)

“Specialty Pay” – Constables holding specialty pay assignments as defined in 2.01(q) Specialty Pay, while actually assigned to a function that permits a member to perform the regular function of the position shall receive \$800.00 paid annually in December. Such compensation shall be pro-rated for members not performing the function for the entire year. For greater clarity, members on a leave of absence, on Short Term Disability or in a temporary accommodation shall have their compensation pro-rated.

APPENDIX “A-6”

<u>January 1, 2018 1.0 %</u>	Jan 01, 2018 Hourly Rate	Jan 01, 2018 Bi-weekly Rate	Jan 01, 2018 Annual Rate
Staff Sergeant – Level 1	\$58.27	\$4,661.60	\$121,667.76
Staff Sergeant – Level 2	\$55.45	\$4,436.00	\$115,779.60
Sergeant – Level 1	\$52.62	\$4,209.60	\$109,870.56
Sergeant – Level 2	\$49.48	\$3,958.40	\$103,314.24
Detective Constable > 24 months	\$49.12	\$3,929.60	\$102,562.56
Detective Constable >12 < 24 months	\$47.73	\$3,818.40	\$99,660.24
Identification Specialist	\$49.21	\$3,936.80	\$102,750.48
1st Class Constable	\$46.34	\$3,707.20	\$96,757.92
2nd Class Constable	\$38.04	\$3,043.20	\$79,427.52
3rd Class Constable	\$34.38	\$2,750.40	\$71,785.44
4th Class Constable	\$29.24	\$2,339.20	\$61,053.12
Cadet	\$21.70	\$1,736.00	\$45,309.60

Effective January 1, 2015, there shall be no improvements to the salary grid for Cadet, 4th, 3rd and 2nd class Constable rates.

Jan 01, 2018 MPA 8-16 years - \$ 1.39 per hour
 17-22 years - \$ 2.78 per hour
 23 or more years - \$ 4.17 per hour

Detective Constable

- Less than twelve (12) consecutive months - Same as 1st Class Constable
- Twelve (12) consecutive months or greater, but less than twenty-four (24) months – shall receive 103% of a 1st Class Constable
- Twenty-four (24) consecutive months or greater – shall receive 106% of a 1st Class Constable

Police Training Officer – shall be paid base rate plus 4% for all time serving as a Police Training Officer as defined in 2.01(l)

“Specialty Pay” – Constables holding specialty pay assignments as defined in 2.01(q) Specialty Pay, while actually assigned to a function that permits a member to perform the regular function of the position shall receive \$800.00 paid annually in December. Such compensation shall be pro-rated for members not performing the function for the entire year. For greater clarity, members on a leave of absence, on Short Term Disability or in a temporary accommodation shall have their compensation pro-rated.

APPENDIX “A-7”

July 1, 2018 1.3 %	Jul 01, 2018 Hourly Rate	Jul 01, 2018 Bi-weekly Rate	Jul 01, 2018 Annual Rate
Staff Sergeant – Level 1	\$59.03	\$4,722.40	\$123,254.64
Staff Sergeant – Level 2	\$56.17	\$4,493.60	\$117,282.96
Sergeant – Level 1	\$53.30	\$4,264.00	\$111,290.40
Sergeant – Level 2	\$50.12	\$4,009.60	\$104,650.56
Detective Constable > 24 months	\$49.76	\$3,980.80	\$103,898.88
Detective Constable >12 < 24 months	\$48.35	\$3,868.00	\$100,954.80
Identification Specialist	\$49.85	\$3,988.00	\$104,086.80
1st Class Constable	\$46.94	\$3,755.20	\$98,010.72
2nd Class Constable	\$38.04	\$3,043.20	\$79,427.52
3rd Class Constable	\$34.38	\$2,750.40	\$71,785.44
4th Class Constable	\$29.24	\$2,339.20	\$61,053.12
Cadet	\$21.70	\$1,736.00	\$45,309.60

Effective January 1, 2015, there shall be no improvements to the salary grid for Cadet, 4th, 3rd and 2nd class Constable rates.

Jul 01, 2018 MPA	8-16 years	- \$ 1.41 per hour
	17-22 years	- \$ 2.82 per hour
	23 or more years	- \$ 4.22 per hour

Detective Constable

- Less than twelve (12) consecutive months - Same as 1st Class Constable
- Twelve (12) consecutive months or greater, but less than twenty-four (24) months – shall receive 103% of a 1st Class Constable
- Twenty-four (24) consecutive months or greater – shall receive 106% of a 1st Class Constable

Police Training Officer – shall be paid base rate plus 4% for all time serving as a Police Training Officer as defined in 2.01(l)

“Specialty Pay” – Constables holding specialty pay assignments as defined in 2.01(q) Specialty Pay, while actually assigned to a function that permits a member to perform the regular function of the position shall receive \$800.00 paid annually in December. Such compensation shall be pro-rated for members not performing the function for the entire year. For greater clarity, members on a leave of absence, on Short Term Disability or in a temporary accommodation shall have their compensation pro-rated.

APPENDIX “A-8”

<u>January 1, 2019 1.0 %</u>	Jan 01, 2019 Hourly Rate	Jan 01, 2019 Bi-weekly Rate	Jan 01, 2019 Annual Rate
Staff Sergeant – Level 1	\$59.62	\$4,769.60	\$124,486.56
Staff Sergeant – Level 2	\$56.73	\$4,538.40	\$118,452.24
Sergeant – Level 1	\$53.83	\$4,306.40	\$112,397.04
Sergeant – Level 2	\$50.62	\$4,049.60	\$105,694.56
Detective Constable > 24 months	\$50.25	\$4,020.00	\$104,922.00
Detective Constable >12 < 24 months	\$48.83	\$3,906.40	\$101,957.04
Identification Specialist	\$50.35	\$4,028.00	\$105,130.80
1st Class Constable	\$47.41	\$3,792.80	\$98,992.08
2nd Class Constable	\$38.04	\$3,043.20	\$79,427.52
3rd Class Constable	\$34.38	\$2,750.40	\$71,785.44
4th Class Constable	\$29.24	\$2,339.20	\$61,053.12
Cadet	\$21.70	\$1,736.00	\$45,309.60

Effective January 1, 2015, there shall be no improvements to the salary grid for Cadet, 4th, 3rd and 2nd class Constable rates.

Jan 01, 2019 MPA	8-16 years	- \$ 1.42 per hour
	17-22 years	- \$ 2.84 per hour
	23 or more years	- \$ 4.27 per hour

Detective Constable

- Less than twelve (12) consecutive months - Same as 1st Class Constable
- Twelve (12) consecutive months or greater, but less than twenty-four (24) months – shall receive 103% of a 1st Class Constable
- Twenty-four (24) consecutive months or greater – shall receive 106% of a 1st Class Constable

Police Training Officer – shall be paid base rate plus 4% for all time serving as a Police Training Officer as defined in 2.01(l)

“Specialty Pay” – Constables holding specialty pay assignments as defined in 2.01(q) Specialty Pay, while actually assigned to a function that permits a member to perform the regular function of the position shall receive \$800.00 paid annually in December. Such compensation shall be pro-rated for members not performing the function for the entire year. For greater clarity, members on a leave of absence, on Short Term Disability or in a temporary accommodation shall have their compensation pro-rated.

APPENDIX “A-9”

<u>July 1, 2019 1.3 %</u>	Jul 01, 2019 Hourly Rate	Jul 01, 2019 Bi-weekly Rate	Jul 01, 2019 Annual Rate
Staff Sergeant – Level 1	\$60.40	\$4,832.00	\$126,115.20
Staff Sergeant – Level 2	\$57.47	\$4,597.60	\$119,997.36
Sergeant – Level 1	\$54.53	\$4,362.40	\$113,858.64
Sergeant – Level 2	\$51.28	\$4,102.40	\$107,072.64
Detective Constable > 24 months	\$50.91	\$4,072.80	\$106,300.08
Detective Constable >12 < 24 months	\$49.47	\$3,957.60	\$103,293.36
Identification Specialist	\$51.00	\$4,080.00	\$106,488.00
1st Class Constable	\$48.03	\$3,842.40	\$100,286.64
2nd Class Constable	\$38.04	\$3,043.20	\$79,427.52
3rd Class Constable	\$34.38	\$2,750.40	\$71,785.44
4th Class Constable	\$29.24	\$2,339.20	\$61,053.12
Cadet	\$21.70	\$1,736.00	\$45,309.60

Effective January 1, 2015, there shall be no improvements to the salary grid for Cadet, 4th, 3rd and 2nd class Constable rates.

Jul 01, 2019 MPA	8-16 years	- \$ 1.44 per hour
	17-22 years	- \$ 2.88 per hour
	23 or more years	- \$ 4.32 per hour

Detective Constable

- Less than twelve (12) consecutive months - Same as 1st Class Constable
- Twelve (12) consecutive months or greater, but less than twenty-four (24) months – shall receive 103% of a 1st Class Constable
- Twenty-four (24) consecutive months or greater – shall receive 106% of a 1st Class Constable

Police Training Officer – shall be paid base rate plus 4% for all time serving as a Police Training Officer as defined in 2.01(l)

“Specialty Pay” – Constables holding specialty pay assignments as defined in 2.01(q) Specialty Pay, while actually assigned to a function that permits a member to perform the regular function of the position shall receive \$800.00 paid annually in December. Such compensation shall be pro-rated for members not performing the function for the entire year. For greater clarity, members on a leave of absence, on Short Term Disability or in a temporary accommodation shall have their compensation pro-rated.

APPENDIX “B-1” Table to be revised to current zones.

Description of Zone Breakdowns

NOTE* It is understood that the parties are currently reviewing Zone Configuration and that Appendix “B” shall be updated at the conclusion of the review accordingly.

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	Bleazard 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	Wahnapiatae

APPENDIX "B-2"



WITHOUT PREJUDICE

LETTER OF UNDERSTANDING
Between
The Greater Sudbury Police Services Board
(Hereinafter referred to as The Board)
- and -
The Sudbury Police Association
(Hereinafter referred to as The Association)

WHEREAS the Association and the Board are parties to a Collective Agreement covering the sworn members of the Service;

AND WHEREAS the parties have agreed to a twelve (12) hour 5/4 schedule (the "Schedule") that shall be in effect from January 1, 2015 to December 31, 2019;

AND WHEREAS the following provisions have been established by the Scheduling Committee;

AND WHEREAS nothing herein affects the operational authority of the Chief of Police or his/her discretion in making any operational decisions.

NOW THEREFORE the parties agree as follows:

1. APPLICATION

- a. This Schedule shall be applicable to those Sworn Members of the Service who work on a Uniform Platoon in Patrol Operation Division.
- b. The Uniform Patrol Section shall consist of four (4) platoons, (A,B,C,D).
- c. Each Platoon will have an assignment of Constables and Supervisors.
- d. The provisions of this Letter of Understanding shall take precedence over any conflicting provisions in the Collective Agreement.

2. HOURS OF DUTY

- a. A twenty-eight (28) day rotation consisting of twelve (12) hour shifts scheduled on a continuing rotation basis as follows; which is referred to as the 5/4 12 hour schedule.
 - I. Three (3) day shifts, followed by two (2) night shifts, followed by five (5) days off (DDDNNXXXXX); then
 - II. Two (2) day shifts, followed by two (2) night shifts, followed by five (5) days off (DDNNXXXXX); then

- III. Two (2) day shifts, followed by three (3) night shifts, followed by four (4) days off (DDNNNXXXX).
- b. Twelve-hour Day shifts will commence at either 0600 or 0730 hours and twelve hour Night shifts will commence at either 1530 or 1900 hours.

Sample 5/4 Deployment Model with Supervisors

- I. **0530 Hours** – Dayshift Admin Sergeant starts
- II. **0600 Hours** (Line-up conducted by Dayshift Admin Sergeant)
 - i. Dayshift Staff Sergeant Starts
 - ii. Dayshift Urban Patrol Sergeant 1 starts
 - iii. Early Dayshift Urban/Rural Patrol starts
 - iv. Dayshift Information Desk Officer starts
- III. **0700 Hours** – Rural Dayshift Sergeant starts
- IV. **0730 Hours** (Line-up conducted by Dayshift Administrative Sergeant)
 - i. Dayshift Urban Patrol Sergeant 2 starts
 - ii. Late Dayshift Urban/Rural Patrol starts
- V. **1500 Hours** – Nightshift Admin Sergeant starts
- VI. **1530 Hours** (Line-up conducted by Nightshift Admin Sergeant)
 - i. Nightshift Urban Patrol Sergeant 1 starts
 - ii. Early Nightshift Urban Patrol starts
- VII. **1800 Hours**
 - i. Nightshift Staff Sergeant Starts
 - ii. Nightshift Information Desk Officer starts
- VIII. **1900 Hours** (Line-up conducted by Nightshift Admin Sergeant)
 - i. Nightshift Urban Patrol Sergeant 2 starts
 - ii. Rural Nightshift Patrol Sergeant starts
 - iii. Late Nightshift Urban/Rural Patrol starts
- c. For the purposes of early or late start times, the Staff Sergeant in collaboration with his/her Sergeants will assign tour of duty start times for dayshifts and nightshifts based on seniority, operational service needs and in discussion with the affected members; such hours shall be subject to revision as required at the discretion of the Chief of Police.

3. **ACCRUED TIME**

Members working the Schedule will annually accrue 104 hours (based on 52 weeks X 2 hours per week) based upon working 2192 hours per year rather than 2088 hours. This accrued time will be used in the following way:

- a. Accrued Time will be considered to be Lieu Time only and the members shall not receive monetary reimbursement for it.
- b. There will be four (4) Mandatory Training days per year conducted while the member is on duty. Those mandatory training days will be scheduled as an eight (8) hour work day. Four hours of accrued time will be used to supplement each eight hours to make up the twelve hour shift. Since there are four Mandatory Training days per year, 16 hours (4 days x 4 hours) shall be deducted from each officers Accrued Bank at the beginning of the year.
- c. Accrued Time shall be used in the calendar year in which it was accrued and cannot be carried over to another year under any circumstances.
- d. Use of Accrued Time will be prohibited in the months of June, July and August in each year.
- e. As Accrued Time shall not be selected during the months of June, July and August, one additional officer shall be permitted off from January to May and from September to December on Accrued Schedule Time.
- f. Officers shall select one complete block off (either 48 or 60 hours) as part of the Annual Leave and Statutory Leave Selection Process which begins September 15th. The selection list will be circulated based on s eniority after annual leave / statutory leave has been selected, at which time the complete block will be selected based on s eniority, utilizing Accrued Time.
- g. Staff Sergeants and Sergeants will select their Accrued Time forty-eight (48) or sixty (60) hours in the form of Annual Leave in conjunction with their Annual and Statutory Leave selection ensuring that no more than two Supervisors are off at any one time. Notwithstanding the aforementioned only one Supervisor will be allowed to be off at any one time on Accrued Time.
- h. The remaining Accrued Time will be entered into an Accrued Time Bank where members will utilize the time off with their supervisor's approval and subject to the operational needs of the Service. This Accrued Time Bank will be managed via OSL.
- i. Where a member has not depleted or designated all time off from his/her Accrued Time Bank on or before October 1st, in each year, he/she shall be assigned time off by the supervisor in order to deplete the bank to zero by December 31st.
- j. In any event, each member's Accrued Time Bank will be reduced to zero (0) hours on December 31st of each year, and he/she will receive no credit for any remaining time in the bank.
- k. Should a member with an Accrued Time Bank be transferred or resign, their accrued time entitlement will be prorated to two (2) hours per week

actually working on the Schedule. If necessary, the member will refund any time granted in excess of the prorated entitlement.

- l. Likewise, members reassigned from the Schedule to another section of the Service will revert to the shift schedule of the section they are reassigned to and his/her Accrued Time Bank will be adjusted accordingly.
- m. Likewise, when a member is placed on an eight (8) hour Monday to Friday, forty (40) hours per week schedule, their Accrued Time entitlement will be prorated to two (2) hours per week actually working on the Schedule. If necessary, the member will refund any time granted in excess of the prorated entitlement.
- n. In the event that operational needs necessitate the cancellation of previously approved time off it will occur in the following order: Bank Time/Accrued Time/Statutory Leave/Annual Leave.
- o. In the event that a member owes time from their Accrued Time Bank and that Bank has been fully depleted, then the member will provide any required hours from any other alternative source of hours.
- p. The Accrued Time Bank is discretionary time and not to be construed as Annual Leave or Statutory Leave Time in any way. For example, it will not be subject to the provision of Article 8.04 or Article 9.02(a) of the Collective Agreement.

4. **PERSONAL HEALTH DAYS**

Personal Health Days will be debited on the basis that one day of Sick Leave will be twelve (12) hours, unless the sick day occurs during mandatory training, then (8) hours will be debited.

5. **TRAINING COURSES**

The following conditions apply to designated training courses or other specialized assignments, the duration of which is three consecutive working days or more:

- a. The member shall revert to an eight (8) hour day, forty (40) hour week and paragraph 3 (l) shall apply.
- b. Unless otherwise stipulated, the member shall work Monday to Friday 0800-1600 hours with Saturday and Sunday off. When the designated training course or specialized assignment ends on a day other than a Friday the member must arrange to take Accrued Time

or other time off or report for duty working an eight (8) hour Day shift with the on duty platoon prior to taking Saturday and Sunday off.

- c. When a member is on a training course that is greater than forty hours in length their accrued time bank will be reduced by two (2) hours per week for the duration of the training course.

6. MISCELLANEOUS

- a. The Chief or his designate reserves the right to schedule members for peak hour policing requirements and the provisions of Article 6.02 of the Collective Agreement apply.
- b. The Chief shall have the ability to schedule shifts to effect Platoon realignments and other exigent circumstances during the period covered by this Letter of Understanding.
- c. For the period of 1900 to 0330, there shall be a minimum of fifteen (15) Uniform Platoon Patrol Officers on shift city wide. These officers will be under the supervision of the on-duty Platoon Staff Sergeant and deployed as the Staff Sergeant deems appropriate for the current operational demands. It shall be understood that Supervisors, Information Officers and those on modified duties are not included in the fifteen (15) officer complement.

Should the basic complement of fifteen (15) not be met by the personnel assigned to the on-duty Platoon, the Staff Sergeant shall draw upon the Uniform support units, including but not limited to the Rural Community Response Unit, Tactical, Traffic and/or Canine to meet this complement. For the purpose of this section, a probationary constable shall form part of the minimum complement. It is understood that a Training Officer Car shall not be considered Two Officer Patrol.

- d. For the purpose of Two Officer Patrol, the provisions of Article 30.03 to 30.07 with the exception of the time changes noted below shall apply:

For the period from 1900 to 0600 zone 11 will be one zone and referred to as Walden; zones 12 and 13 will become one zone and referred to as Rayside Balfour; zones 14 will be one zone and referred to as Valley East; zones 15 will be one zone and referred to as Nickel Centre. Similarly, zone 50 south of Richard Lake

Road will be subject to the two-officer patrol requirements. Should these zones be policed, they shall be staffed by a minimum of two (2) officers that shall be doubled up as soon as practicable around 1900 hours. After 1900, hours all calls for service shall be considered two-officer calls until 0600 hours the following day. If a two-officer unit is not available for dispatch to such calls, two single officer units may be dispatched.

EXEMPTIONS: Exemptions to the two-officer requirement includes supervisors, forensic units, canine officers, non-uniformed officers, and any officer in an unmarked vehicle, with the understanding that they are not used for general patrol or enforcement.

NIGHTSHIFT: Between 1930 hours and 0600 hours (night shift), there shall be a minimum of three (3) two-officer patrol units in zones 20 to 60.


DAYSHIFT: Between 0600 and 1900 hours (day shifts), all zones shall generally be policed by single officer patrol units.

BEAT: Should Beat Officers be utilized between 1930 hours and 0600 hours then two officer patrols shall be mandatory.

- e. The effect of the twelve hour schedule shall not be to decrease or increase a member's base annual salary versus any other form of schedule in the Collective Agreement.
 - f. Any applicable entitlements in the Collective Agreement which are not expressed as hours (e.g. entitlements expressed as days) will be converted to hours so that members do not receive a greater or lesser entitlement while working the Schedule versus a ten (10) hour schedule.
 - g. The statutory holiday entitlement contained in Article 12.03 shall apply.
10. This Memorandum of Understanding shall automatically expire when the Collective Agreement with a term ending December 31, 2019 is replaced by the ratification of a renewal Collective Agreement. This Memorandum of Understanding shall not continue when the renewal Collective Agreement is ratified but the subject matter may be the subject of collective bargaining as to the continuation of the twelve (12) 5/4 schedule.

Signed at SUDBURY, ONTARIO this 14 day of December, 2015

For the Association,




President



First Vice President




Member



Member

Member

For the Board,



Chair



Vice Chair



Member



Member

Member