

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:

Expiry: 31 December 2008

Attachment #2

MEMORANDUM 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 sick leave is currently governed by the City of Greater Sudbury Sick Leave By-law 99-99A and present amendments thereto, being a By-law of the City of Greater Sudbury concerning sick leave credit gratuities for the employees of the City of Greater Sudbury, and;

WHEREAS this provision is currently addressed in Article 17 of the Collective Agreement ;

THEREFORE BE IT RESOLVED that the Parties hereby agree as follows:

- 1. Effective July 01, 2006, members shall adhere to the Greater Sudbury Police Service Managed Health Care Program - Absences from Work procedure for utilizing sick leave credits.**
- 2. Notwithstanding Section 1 above, the current practice of booking off sick prior to retirement without medical documentation shall continue to be permitted until December 31, 2007, provided the member signifies such intention to retire in writing to the Office of the Chief of Police prior to booking off sick.**
- 3. The City of Greater Sudbury, Sick Leave Bylaw provides for pay-out upon retirement of 50% of the members sick leave balance to a maximum of 6 months pay. The Municipal Policing Allowance shall be included in computing the hourly rate for this sick leave payout.**

4. Effective January 01, 2008, in addition to the provisions provided by the City of Greater Sudbury, Sick Leave Bylaw respecting sick leave pay-out, a member may receive a retirement allowance. Such retirement allowance shall be drawn from the remaining sick leave balance at 50% up to a maximum of 6 months pay provided the member indicates such intention to retire in writing to the office of the Chief of Police. Such retirement allowance shall not include the Municipal Policing Allowance in calculating the hourly rate. Calculations shall be done in accordance with Appendix "A".

5. The combined total of Sick Leave By-law pay-out and retirement allowance shall not exceed one year salary.

6. The parties agree to discontinue the involvement of the sworn members of the Sudbury Police Association in the Letter of Agreement dated December 20, 2001, to undertake a review of the current sick leave bylaw.

Dated at Sudbury, Ontario this day of 2006.

**For the Sudbury Police
Association**

**For the Greater Sudbury Police
Services Board**

President

Chair

1st Vice President

Vice Chair

Member

Member

Member

Member

Member

Member

Appendix “A”

Example 1

Employee retires with 800 hours (100 days) in sick bank.
Payout calculation is as follows:

Bylaw- 800 hours divided by 2 = 400 X \$hourly rate + MPA = payout.

Example 2

Employee retires with 2088 hours (261 days) in sick bank.
Payout calculation is as follows:

Bylaw- 2088 hours divided by 2 = 1044 X \$hourly rate + MPA = payout.
(equivalent to six months)

Example 3

Employee retires with 3088 hours (386 days) in sick bank.
Payout calculation is as follows:

Bylaw- 2088 hours divided by 2 = 1044 X \$hourly rate + MPA = payout.
(equivalent to six months)

Memorandum of Understanding

1000 hours (remaining) divided by 2 = 500 X \$hourly rate only (MPA not included) = payout.

Example 4

Employee retires with 4,176 hours (522 days) in sick bank.
Payout calculation is as follows:

Bylaw- 2088 hours divided by 2 = 1044 X \$hourly rate + MPA = payout.
(equivalent to six months)

Memorandum of Understanding

2088 hours (remaining) divided by 2 = 1044 X \$hourly rate only (MPA not included) = payout. (equivalent to six months)

Example 5

Employee retires with 5000 hours (625 days) in sick bank.
Payout calculation is as follows:

Bylaw - 2088 hours divided by 2 = 1044 X \$hourly rate + MPA = payout.
(equivalent to six months)

Memorandum of Understanding

2088 remaining hours divided by 2 = 1044 X \$hourly rate only (MPA not included) = payout. (equivalent to six months)

Remaining 824hours (103 days) not paid out

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Article 1 - Scope

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) "Chief of Police" means the chief of the Greater Sudbury Police Service.
- (d) "Member" means a person holding a rank or classification as set out in appendix "A" of this agreement.
- (e) "Department" means the Greater Sudbury Police Service.
- (f) "Seniority" shall mean the period of service which a member has acquired from his date of hiring or his cumulative service in accordance with the seniority lists posted in January 1973.
- (g) (i) Cadet means a newly-hired member employed in compliance with the Police Services Act, 1990, S.O. 1990, C.10, as amended.
- (ii) Subject to the successful completion of the orientation, Police College and in-service training periods, a Cadet shall be sworn in as a Fourth Class Constable within one week after written confirmation of the successful completion of Level II at the Ontario Police College and his probationary period will commence. A Cadet shall be entitled to all benefits of the Collective Agreement, except Article 20.01.
- (iii) Cadets will perform duties as have been assigned traditionally. Any change, alteration or enhancement of those duties shall be subject to consultation and agreement with the Association. The Association shall not unreasonably withhold its consent. Cadets shall not be used to permanently replace classifications in the Civilian Bargaining Unit, and shall not carry out those duties which require an individual to be a sworn police officer.
- (iv) The introduction of a Cadet Program and Cadets shall not restrict the statutory obligations of either party to accommodate disabled members.

- (h) "Court Time" shall be defined as time required to be in court during off-duty hours as a result of police duties while a member of the service but shall not include time spent in litigation for personal reasons unrelated to his police duties, or when the member is a charged person appearing for a hearing under the provisions of the Police Services Act of Ontario and the regulations thereto.
- (i) "Experienced Recruit" shall mean a former member of an accredited police service who has had no longer than one year break in policing service, who is not subject to the same degree of training or orientation to policing duties as a Cadet. In order to determine the starting rate of pay, all previous police experience shall be evaluated. Such member shall be granted one classification step for each completed year of active service to a maximum of First Class Constable.
- (j) **"Coach Officer" shall mean a First Class Constable assigned to perform his/her duties as a training officer. A member performing the duties of a coach officer shall receive compensation as per Appendix "A", for all hours while actually engaged as a coach officer.**
- (k) **"Breath Technician" shall mean a member designated as such by the Ministry of Community Safety and Correctional Services. A member designated as a "Breath Technician", while assigned to a function that permits a member to perform the regular function of a breath technician shall receive compensation per Appendix "A" pro-rated on a bi-weekly basis.**
- (l) "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 Membership and Check off

- 4.01 It is agreed and understood by the parties hereto that there shall be a compulsory check off as a condition of employment for all employees who come within this Bargaining Unit to which this agreement applies and it shall continue during the period of this contract.
- 4.02 The treasurer of the City of Greater Sudbury shall deduct the amount of Association dues, L.T.D. and life insurance premiums certified by the Association for all employees covered by Article 1 from the bi-weekly pay of each member.
- 4.03 Within a reasonable time after the making of each such deduction, the sum so deducted shall be forwarded to the treasurer of the Association.

Article 5 - Salaries

- 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 (a) **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, or ten consecutive hours, provided that the Chief of Police shall continue to have the right to change the starting time of a tour of duty. The tours of duty stipulated above are fixed by assignment and department policy.**
- (b) **Notwithstanding 6.01 (a), 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:**
- (i) **To start his/her tour of duty of the regularly scheduled commencement time by giving twenty-four (24) hours notice prior to changing 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.**

- (ii) **To perform his/her tour of duty on another shift (i.e. 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.**
- (iii) **To perform his/her tour of duty on another schedule (i.e. 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.**

- 6.02 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 an 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.**
- 6.03 Where the requirements of the Service do not permit a member to take a lunch break during the initially assigned lunch time, the supervisor may assign another lunch period within the prescribed times as in 6.02 above. Where the member does not receive any lunch period during the tour of duty, the member shall be credited with his entitlement at time and one-half.
- 6.04 **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.**
- 6.05 The Board agrees that where a member has completed 50% of the hours of his prescribed daily tour of duty and is subsequently prevented from completing his shift by accident or injury, he shall be deemed to have completed his shift.

Article 7 - Shift Differentials

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

Article 8 – Overtime

- 8.01(a) A member required to work over his prescribed tour of duty in one day shall be credited at time and one-half his normal rate of pay for each hour or part thereof exceeding 15 minutes worked.
- (b) A member required to work over his **prescribed tour of duty on a designated holiday shall be credited at two (2) times his regular rate of pay for each hour or part thereof exceeding fifteen minutes worked over and above the prescribed tour of duty.**
- 8.02 When a member is off duty and is called back to return to duty, he/she **shall be granted a credit of four hours, for the first hour or part thereof he attends work, plus one and one-half times his normal rate of pay for each additional hour or part thereof.**
- 8.03 At the request of a member and subject to the needs of the service, the Chief of Police may grant time off in lieu of overtime pay.
- 8.04 A member may carry over a balance of up to forty hours from the calendar year of acquisition to the next calendar year. Payment of carried over time shall be at the rate in effect at the time earned.
- 8.05 Subject to the provisions of article 8.04, any balance remaining at the end of the calendar year shall be paid as per departmental policy. Notwithstanding the above procedure, a member may elect payment of banked overtime credits by submitting application to the Chief of Police via “Special Request Form” at least 30 days prior to the requested pay date.
- 8.06 Overtime shall mean all time worked in excess of a member’s scheduled tour of duty.
- 8.07 For the purpose of this agreement, a call-back shall be defined as the recall of a member to duty after his normal tour of duty has been completed, and he has left the premises of the employer or fifteen minutes has elapsed, and before the member’s next normal tour of duty.

- 8.08 When an officer is directed to be on stand-by he shall be granted a minimum of two and one-half hours at straight time for each 24-hour period of stand-by. For the purposes of this article, stand-by time will mean such time as is directed by a supervisor for an off duty member to be available for call back.
- 8.09 If a member is directed to return to work during his annual or statutory leave, there shall accrue to him twenty hours credit for each day or part thereof which he shall have spent at work, or he shall be paid two and one-half times his normal rate of pay for the hours worked whichever is the greater amount. The provisions of article 8.02 shall not apply.
- 8.10 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.**
- 8.11 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 8.10, the member shall receive a credit of four hours for the first hour worked and straight-time for the remainder of the worked scheduled tour.
- 8.12 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.
- 8.13 For the purpose of Article 8, a scheduled tour of duty shall not include paid duty assignments

Article 9 - Court Time

9.01 (a) When a member, as a result of police duties with the Greater Sudbury Police Service, attends court as a witness when off duty at the direction of the department or the courts, he shall be granted a credit of four hours, for the first hour or part thereof he attends court, plus one and one-half times his normal rate of pay for each additional hour or part thereof.

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

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

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

9.02 At the request of a member and subject to the needs of the service, the Chief of Police may grant time off in lieu of payment for accumulated court time. Subject to article 9.05, any balance remaining at the end of the calendar year, shall be paid as per departmental policy. Notwithstanding the above procedure, a member may elect payment of banked court time credits by making application to the Chief of Police at least 30 days prior to the pay period.

9.03 If a member is required to attend court while he is on annual or statutory leave, there shall accrue to him twenty hours credit for each day or part thereof which he shall have spent at court during the said annual or statutory leave and the provisions of article 9.01 shall not apply. In order to qualify for the provisions of this article, the member will notify his supervisor within 72 hours, or as soon as practicable thereafter, of becoming aware of a court appearance scheduled during his annual or statutory leave.

9.04 Where a member, who is working night shift, is required to remain in court after 1500 hours, and is scheduled for the following night shift, he may request time off and use his accrued court time in lieu of working. Permission to take time off shall be subject to the requirements of the department.

- 9.05 A member 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 15 minutes of overtime to provide for sufficient time to return property to Headquarters at the end of the court day.
- 9.06 (a) **When a member is scheduled for court on a day off, he/she shall be required to check his/her service voice-mail the day before the court case (or Friday, if the court case is Monday) for cancellation. A member not appropriately notified through voice mail by 1700h from the Court Sergeant or his/her designate in the manner described above shall be entitled to the pay provisions in 9.01 (a).**
- (b) **When a member is scheduled for court on a day he/she is on annual or statutory leave, he/she shall be required to check his/her service voice-mail seventy-two (72) hours before the scheduled court case for cancellation. A member not appropriately notified through voice mail by the Court Sergeant or his/her designate in the manner described above shall be entitled to the pay provisions in 9.03.**
- 9.07 A member shall carry over a balance of up to forty hours from November 30th of the year of acquisition to the next year, provided that such carry over is not cumulative with article 8.04. Only forty hours in total may be carried over.
- 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.**

Article 10 - Meal Allowance

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

Article 11 - Annual Leave

- 11.01 All members shall receive **annual leave** with pay based on length of continuous 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 days or eighty (80) hours.
 - (b) Annually, thereafter as per a) above, the member shall be entitled to 80 hours annual leave with pay
 - (c) Members with four or more years of continuous service shall be entitled to 120 hours annual leave with pay.
 - (d) Members with nine or more years of continuous service shall be entitled to 160 hours annual leave with pay.
 - (e) Members with fourteen or more years of continuous service shall be entitled to 200 hours annual leave with pay.
 - (f) Members with nineteen or more years of continuous service shall be entitled to 240 hours annual leave with pay.
 - (g) Members with twenty-four or more years of continuous service shall be entitled to 280 hours annual leave with pay.
 - (h) Notwithstanding any other article in this Collective Agreement, a member will cease to earn 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 17.01 has expired;
 - (ii) He/she is on approved leave of absence in excess of two weeks (fourteen calendar days), including L.T.D. benefits, except for employees on approved maternity leave or adoption leave.
 - (i) Effective January 01, 2004, a member will become entitled to increased annual leave after the first day of January in the year in which the member completes the required years of service.
 - (j) Members while under suspension will still be required to utilize their annual **leave**, however, during the period of annual leave the requirement to report to headquarters daily to sign in shall be waived.

- 11.02 Annual leave shall be arranged upon the following basis:
- (a) Vacation scheduling shall be done within a platoon, branch or unit as designated by the Chief of Police. There shall be a bi-annual re-alignment of platoons to ensure a balanced mix of seniority levels in each platoon.
 - (b) **The Annual Leave and Statutory Leave Schedule shall be circulated by the 15 October and completed and returned to Human Resources by the 30 November 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 11.02 (b), the Board shall provide in writing to the Association reasons for requesting an extension. The Association acknowledges that no reasonable extension will be denied.**
 - (c) **During the months June to August, 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 or more assigned**

During the months September to May, 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 members or more assigned**

Such selections shall be done in accordance with the criteria as outlined in Appendix B.

- (d) **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.**
- (e) In order to assist in preventing the scheduling of court during planned annual vacation, the Chief of Police or designate shall direct a letter to the courts advising of approved vacation times and request that court dates affecting the officer off on vacation not be scheduled during this time whenever possible.
- (f) 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 11.02 (b).** Should a member with a court notification select the same period for annual vacation notwithstanding 11.02 (b) requirements were met, the provisions of Article 9.03 shall not apply.

(g) Within each branch, unit or platoon, members shall choose vacation times in order of their seniority. The selection of supervisor vacation times shall be separate and distinct from vacation selection by constables.

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

11.04 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.

Article 12 - Designated Holidays

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

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

* Note- "Personal Day" is to be taken in time off with pay only, at a time agreed to by the member and his/her Supervisor. Such day is to be taken during the calendar year and not carried forward into the next year. Should any other day be proclaimed a public statutory holiday by the Federal, Provincial or Municipal Government, this new day shall replace the Personal Day.

(b) 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 a), unless circumstances warrant the scheduling of additional personnel on such designated holiday. A member on extended sick leave, suspension or other paid or non-paid leaves of absence shall be re-assigned to an eight (8) hour dayshift schedule Monday to Friday and shall be deemed

scheduled off on the designated holidays as defined in 12.01 (a). For the purposes of this article, "extended" shall be defined as a person on sick leave in excess of thirty (30) days.

- (c) A member as defined in 12.01 (b) 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.**
- (d) 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 (a), unless circumstances warrant the scheduling of additional personnel on such designated holiday as determined by the supervisor.**
- (e) A member as defined in 12.01 (d) 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.**
- (f) A member as defined in 12.01 (d) shall receive a credited bank of 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.**
- (g) For those members not covered in 12.01 (b) and (c) 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.**
- (h) 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.**
- (i) For those members covered in 12.01 (b) and (c) and where a designated holiday falls during a members 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.**

Article 13 – Municipal Police Allowance

- 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 to sixteen years of completed police service shall receive an additional **3%** of a 1st Class Constables rate.
 - b) Sworn members with seventeen to twenty-two years of completed police service shall receive an additional **6%** of a 1st Class Constables rate.
 - c) Sworn members with twenty-three 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.**
- 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.
- 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

- 14.01 (a)** Effective January 01, 2006 where a member assigned to Criminal Investigations Division, or other area as determined by the Chief, is required to wear business attire, generally everyday 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.

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

- (b)** Effective January 01, 2006, 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 everyday 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.

(Members assigned in an area as defined in 14.01(b) at the time of ratification shall continue to receive \$1,000.00 annually until December 31, 2007, following which the member shall receive the entitlement per 14.01(b)).

For members covered under 14.01 (b), payment shall be paid on the pay closest to 1 January and 1 July in their first year of such duty, and on the closest pay to 1 July and 31 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 01 July or 31 December and shall also include the next full second payment.

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

Article 15 - Life Insurance

- 15.01 The Board shall provide and pay 100% of the premium cost of a group life insurance plan for all members covered by this agreement to provide coverage equal to twice the basic annual salary of each member.
- 15.02 The Board shall pay one hundred percent of the billed premium cost of a group life insurance plan in the face amount of \$10,000.00 for each member who retires. Such plan shall cease upon the retiree attaining the age of 75 years.

Article 16 - Medical, Hospital and Drug Insurance

- 16.01 (a) The Board shall pay 100% of the current premium costs to provide each member and dependents with the benefits under this article. Dependents shall include:
- (i) **Your spouse or common-law spouse**
 - (ii) Unmarried, unemployed children under the age of 21 years including newborns;
 - (iii) Unmarried, unemployed dependent children to any age who are incapable of self sustaining support or employment by reason of mental or physical disability;
 - (iv) Unmarried, unemployed dependent children over 21 but under 25 years of age in full time attendance at a school, college or university.
- 16.02 Medical insurance under the Ontario Health Insurance Plan.

16.03 a) Effective the first day of the first month following execution of the Collective Agreement, **Manulife** Extended Health Care or equivalent carrier, including eyeglasses (maximum subsidy - **\$300/** every two years), **eye examinations (maximum \$65 every two years)** and hearing aids (maximum subsidy - **\$1000 /** every five years).

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

Effective the first day of the first month following ratification of the Collective Agreement

| | |
|------------------------------|--|
| Physiotherapist | maximum \$350 per calendar year |
| Clinical Psychologist | maximum \$350 per calendar year |
| Speech Pathologist | maximum \$350 per calendar year |
| Chiropractor | maximum \$350 per calendar year |
| Massage w/Dr. Note | 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 |

Effective January 01, 2007

| | |
|------------------------------|--|
| Physiotherapist | maximum \$500 per calendar year |
| Clinical Psychologist | maximum \$350 per calendar year |
| Speech Pathologist | maximum \$350 per calendar year |
| Chiropractor | maximum \$500 per calendar year |
| Massage w/Dr. Note | 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.

(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.**

- 16.04 (a) **Manulife** Dental Plan No.9, or equivalent. The O.D.A. fee schedule will be updated to the 2006 level, effective the first of the month following ratification and will be updated in each year of the agreement as new fee schedules are published by the Association.
- (b) **Manulife** Dental Rider #2 (orthodontic) or equivalent. The rider shall provide a \$1,500 maximum lifetime benefit per person, 50/50 shared risk. The Board shall deduct 50% of the additional cost of the premium, for the rider only, from participating employees.
- (Effective January 01, 2008, the \$1,500 maximum lifetime benefit shall increase to \$2,000 maximum lifetime benefit)**
- (c) **Manulife** Dental Rider #4 (major restorative) or equivalent. The rider shall provide a \$1,500 maximum lifetime benefit per person, 50/50 shared risk. The Board shall deduct 50% of the additional cost of the premium for the rider only, from participating employees.
- (Effective January 01, 2008, the \$1,500 maximum lifetime benefit shall increase to \$2,000 maximum lifetime benefit)**
- 16.05 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.

RETIREES (For Members retired before JANUARY 01, 2006):

- 16.06 Provisions of Article 16.06 shall apply for all members retired after January 1, 1985 and before January 01, 2006, unless this service is provided from any other source. The coverage outlined in 16.06 shall continue until the retired member reaches the age of 65 years or meets his demise, whichever shall first occur.
- The Board agrees to contribute 100% of the total employee premium costs of:
- (a) **Manulife** Life Extended Health Care Plan or equivalent carrier.
- (b) Hospitalization under the Ontario Health Insurance Plan and supplementary **Manulife** Plan for hospital care for semi-private coverage.

- (c) **Manulife** Extended Health Care or equivalent carrier, including eyeglasses (maximum subsidy - \$250/ every two years) and hearing aids (maximum subsidy - \$500/ every five years). In addition, the insurance carrier will be instructed to modify the existing policy to provide for the mandatory dispensing of a generic substitution whenever a generic drug is available unless the prescribing doctor indicates no generic substitution. The carrier will be advised to instruct pharmacists to ignore pre-printed statements on doctor's scripts stating no generic substitution.
- (d) **Manulife** Life Dental Plan No.9, or equivalent. The O.D.A. fee schedule will be updated to the 2006 level, effective the first of the month following ratification and will be updated in each year of the agreement as new fee schedules are published by the Association.
- (e) Upon a retired member attaining the age of 65, the members spouse and dependent children if any, shall continue to receive the benefits as herein provided. These benefits shall be provided for no more than 5 years for spouses and dependents and further with regard to spouses, until they have remarried, attained the age of 65, met their demise or received comparable benefits from any other source at no cost to the spouse, whichever shall first occur.
- (f) For the purposes of Article 16.06, "dependent children" shall mean such children up to the age of 18 years, or up to the age of 21 years if attending a post secondary educational institution. To be applied to all those who become widows and dependent children of members of the service after January 1, 1985 and before January 1, 2006, unless this coverage is provided by any other source.
- (g) 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 16.06 (e).

RETIREEES (For Members retiring on or after JANUARY 01, 2006):

- 16.07 (a) Provisions of Article 16.07 are to be applied to all employees retiring on or after January 1, 2006, unless this service is provided from any other source. This coverage shall continue until the retired member reaches the age of 65 years or meets his demise, whichever shall first occur.**

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

- (b) Manu-Life Extended Health Care Plan or equivalent carrier.**

- (c) **Medical insurance under the Ontario Health Insurance Plan to mirror Article 16.02.**
- (d) **Manulife Extended Health Care for the following:**
 - i). **Including eyeglasses, eye examinations and hearing aids to mirror Article 16.03 (a) for preset amounts.**
 - ii). **Extended Health Care Plan shall mirror Article 16.03 (b) for paramedical benefits.**
 - iii). **Dental Plan No. 9 to mirror Article 16.04 (a) for preset amounts and O.D.A rates.**
 - iv). **Effective January 01, 2008, Dental Rider #4 (major restorative) to mirror Article 16.04 (c) for preset amounts.**
- (e) **Upon a retired member attaining the age of 65, the members spouse and dependent children if any, shall continue to receive the benefits as herein provided. These benefits shall be provided for no more than 5 years for spouses and dependents and further with regard to spouses, until they have remarried, attained the age of 65, met their demise or received comparable benefits from any other source at no cost to the spouse, whichever shall first occur.**
- (f) **For the purposes of Article 16.07, “dependent children” shall mean such children up to the age of 18 years, or up to the age of 21 years if attending a post secondary educational institution. To be applied to all those who become widows and dependent children of members of the service after January 1, 2006, unless this coverage is provided by any other source.**
- (g) **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 16.07 (e).**

Article 17 - Sick Leave Credit Plan

- 17.01 The sick leave credit plan shall be in accordance with Appendix “C” of this agreement, being By-law 99-99A and present amendments thereto.

Article 18 – Workplace Safety & 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 accumulated sick leave credits as contemplated in By-law 99-99A and present amendments thereto, until the sick leave credits are exhausted. "Net basic pay" shall be interpreted so as to preclude the possibility of members receiving a greater net pay while on compensation than while working.

18.02 When a member is absent from work due to:

- (a) A compensable accident, injury or illness under the Workplace Safety and Insurance Act, or
- (b) A debilitating accident or illness,

Such member's annual leave shall be deferred until the member's return to full duty. Upon returning to full duty, the member shall be entitled to receive annual leave 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 sick credits. No benefits will be paid to the member beyond the 100 days unless such notice is received. If mutually agreed by both parties, this time limit can be extended. If a member decides to take action against a third party, such action shall include the recovery of his full salary paid to him during a period of incapacity.

Article 19 - Compassionate or Special Leave

- 19.01 (a) Compassionate Leave shall be defined as days absent from the workplace to grieve a family member with no loss or interruption of pay. Compassionate Leave shall include days regularly scheduled to work, regularly scheduled days off, sick days, WSIB leave and Statutory Leave.**
- (b) Compassionate leave as defined in 19.01 a), shall be granted to a member in the amount of seven (7) calendar 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) Compassionate leave as defined in 19.01 a), shall be granted to a member in the amount of five (5) calendar days from the time of death to grieve the death of a Parent or Step-Parent,**
- (d) Compassionate leave as defined in 19.01 a), shall be granted to a member in the amount of (3) calendar 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, Spouse's Sibling, Sibling's Spouse, Child's Spouse, Grandparents, Grandchildren, Spouse's Grandparents or a person standing in loco parentis.**
- (e) Where the death occurs during the members annual leave for relatives listed in 19.01 (b), (c) or (d), the member shall have their annual leave extended by three (3) days.**
- (f) Should the internment or funeral be at a time beyond the time frame allowed within Article 19.01, a member may hold one (1) day of compassionate leave to be used to attend the internment. Members shall notify their supervisor of these arrangements as soon as possible.**
- 19.02** Upon application to the Chief of Police a member in an appropriate case may be granted an additional leave or compassionate leave in circumstances other than those specified in subsection 14.01 of this Agreement.
- 19.03** Maternity/parental leave shall be granted in accordance with the provisions of the Employment Standards Act as amended from time to time and within the provisions of this article.
- (a)** The service requirement for eligibility for maternity/parental leave shall be thirteen (13) weeks.

- (b) Members shall be entitled to maternity leave and/or parental leave in accordance with the provisions of the Employment Standards Act.
- (c) The member shall provide the Board with a certificate from a legally qualified medical practitioner confirming the pregnancy and stating the expected date of delivery. The member shall notify the Board of the planned date of return. This notice shall be waived in the event of the sudden coming into care of an adopted child.
- (d) The member shall reconfirm her intention to return to work on the date originally approved in subsection (C) by written notification to the Board at least four weeks in advance of the expected return date. The member has the right to return to her most recently held position, excluding those held due to pregnancy, if it still exists, or to a comparable position, if it does not exist.
- (e) During the first two weeks, the Board shall compensate the member 75% of her regular rate of pay.
- (f) Effective date of ratification on confirmation by the Employment Insurance Act of the appropriateness of the Board's Supplemental Employment Benefit (SUB) Plan and during the following fifteen weeks or shorter period if the member returns to work, a member who is on maternity leave as provided under this agreement who is in receipt of Employment Insurance pregnancy benefits pursuant to section 30 of the Employment Insurance Act, as it currently exists and as may be amended from time to time, shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between seventy-five (75%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following the completion of the two week Employment Insurance waiting period and receipt by the Board of the members Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue while the member is in receipt of such benefits for a maximum period of fifteen weeks. The member's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

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

- (g) **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.**
- (h) **“Parental Leave” shall be granted to members in accordance with the provisions of the Employment Standards Act.**
- (i) For the purpose of this article, parents shall be defined as biological parents, adoptive parents and a person in a relationship of some permanence with the natural or adoptive mother or father of the child who intends to treat the child as his or her own.

Article 20 - Police Training Expenses

- 20.01 Each member who is directed to attend Police College at Aylmer, or any other authorized course requiring accommodation on the part of the member at a place other than his usual residence, shall be paid an expense allowance in the amount of \$65.00 per week in addition to his regular salary, and in addition shall be provided with the necessary books, equipment and other related expenses where necessary for such attendance.
- 20.02 Each member who makes application and who is approved by the Board to attend University or any institution of higher learning to take and approved degree course, technical course, seminar course, or to receive any training which will compliment his knowledge and be of benefit to the service, may have all fees for tuition expenses paid by the Board. Such approval shall be in complete and uncontrolled discretion of the Board.
- 20.03 New recruits required to attend the Ontario Police College for basic recruit training shall be personally responsible for the cost of tuition fee. The Board shall prepay the tuition fee to the college and the member shall be required to reimburse the Board through payroll deductions amortized over 12 months following their reclassification to Fourth Class Constable. Upon the expiration of the first 12 months and upon application by the member the Board shall extend the term for a mutually agreeable period where the members individual circumstances warrant such extension.

Article 21 - Out of Town Trips

- 21.01 When a member is required to go out of town on police duty (except for the purposes of training), he shall not be required to travel by motor vehicle more than 640 kilometers per day. Any such travel in excess of 640 kilometers per day shall be at the option of the member.
- 21.02 **Where a member is required to go out of town on police business (including training) and is required to use his personal vehicle, he shall be reimbursed in accordance with the provisions of By-Law 2003 – 315f) of the City of Greater Sudbury respecting payment of expenses. New recruits while attending Ontario Police College for Basic Recruit Training are not entitled to this provision.**

Article 22 - Association Business

- 22.01 Any member who is elected to represent the Association at the quarterly meetings of the Police Association of Ontario and/or the annual convention of the Police Association of Ontario, shall be granted leave with full pay to attend to specifically attend these functions at the discretion of the Chief of Police. The number of representatives attending the annual convention shall not exceed **four (4)** in number in accordance with the Police Association of Ontario Constitution and By-laws. The total paid leave available to members of the Association for these Association activities shall not exceed **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 shall be entitled to a cumulative leave of absence of 35 working days during the year. The Department shall maintain the member's salary and benefits during such leave and the Association agrees to reimburse the Department in the amount of the cost of such salary and benefits. Such leave shall be conditional upon sufficient notice of a request to be absent from work and subject to the reasonable operational requirements of the member's unit.

Article 23 - Pension Plans

- 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 Effective January 1st, 1975, and continuing each year thereafter, the Board shall purchase, in addition to O.M.E.R.S. Basic Pension Plan, a Type 1, O.M.E.R.S. Supplementary Pension Plan at a 2% benefit rate to fully cover past and future service. Benefits become payable at normal retirement age 60.
- 23.03 Effective January 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 Effective January 1st, 1982, members of the service shall contribute 8% of their pensionable earnings towards Basic and Supplementary O.M.E.R.S. Pension Plans integrated with the Canada Pension Plan.

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 Posting and Acting Ranks

- 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 .
- (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.
- (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.
- 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.
- 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 shall only include general, child abuse, sex offences and fraud), such

Constable shall receive his/her 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) remains beyond 12 months, provided he/she has a passing promotional examination in accordance with the promotional process in effect, such Constable shall receive salary in accordance with Appendix "A", Detective Constable for the applicable 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.**
- 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.**
- (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.**

Article 26 - Vacancies

- 26.01 There shall be two (2) methods for filling vacancies: promotional and temporary, they are as follows:
- (a) Promotional: Where the Chief has made a determination that there is a requirement for a permanent appointment, the promotional process shall be instituted. The Chief of Police shall recommend candidates for promotion on the basis of the promotional process in effect at the time.
 - (b) Where the Chief of Police has made a determination that a temporary vacancy of a supervisory nature is created by an absence that is expected to exceed forty-five (45) days, due to vacation, illness or disability, a leave of absence, or an unfilled permanent appointment being filled under 26.01(a), replacements shall be assigned on the basis of the promotional process in effect at the time.**
 - (c) 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.**
 - (d) Where a temporary vacancy is not expected to exceed forty-five (45) days, replacements shall be selected from qualified applicant(s), within the unit, platoon, branch, or division where the absence occurs.**
- 26.02 There shall be an evaluation process in accordance with the promotional by-laws in effect at the time of the evaluation, specific counseling shall be given to each member regarding his performance and behaviour. Each member shall be required to acknowledge through signing an evaluation form, that the evaluation and counseling has been conducted, and a copy of that form to be supplied to him after the signing of same, upon request of the member. This evaluation form shall also provide adequate room for remarks by the member being evaluated.

Article 27 - Service Reduction

- 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

- 28.01 Subject to the other provisions of this article, a member charged with and finally acquitted of a criminal or statutory offense, because of acts done in the attempted performance in good faith of his duties as a police officer shall be indemnified for the necessary and reasonable legal costs incurred in the defense of such charges.
- 28.02 Notwithstanding article 28.01, the Board may refuse payment otherwise authorized under article 28.01 where the actions of the officer from which the charges arose amounted to a dereliction of duty or abuse of his powers as a police officer.
- 28.03 Where a member is a defendant in a civil action for damages because of acts done in the attempted performance in good faith of his duties as a police officer, he shall be indemnified for the necessary and reasonable legal costs incurred in the defense of such action where the Chief of Police is not joined in the action as a party pursuant to the section 50(1) of the Police Services Act, and the Chief of Police does not defend the action on behalf of himself and of the member as a joint tortfeasors at the Board's sole expense.
- 28.04 Where a member intends to apply to the Board for indemnification hereunder, the member shall, within ten days of being charged or receiving notice of legal proceedings covered herein, apply in writing to the Chief of Police or to the officer designated by the Chief of Police to deal with such applications for approval to retain counsel and approval of the counsel to be so retained. In the event of any dispute concerning the counsel to be retained, the matter shall be resolved by an officer designated by the Chief of Police and a member of the Association Executive designated for that purpose.
- 28.05 For greater certainty, members shall not be indemnified for legal costs arising from:
- (a) Grievances or complaints under the Collective Agreement between the Board and the Association or under the Police Services Act;
 - (b) The actions or omissions of members acting in their capacity as private citizens;
 - (c) Proceeding and discipline charges under the Police Services Act and Regulations.
- 28.06 For the purpose of this provision, a member shall not be deemed to be "finally acquitted" if as a result of charges laid he is subsequently found guilty of, or pleads guilty to, other charges arising out of the same incident or incidents.

- 28.07 For the purposes of this provision, “necessary and reasonable legal costs” shall be based on the account rendered by the Solicitor performing the work, subject to the approval of the Solicitor for the Police Services Board, or, in the case of disagreement, subject to an assessment by an Assessment officer whose decision shall bind the parties.
- 28.08 Where a member has been identified as a subject or witness officer during an investigation by the Special Investigations Unit, he shall be indemnified for the necessary and reasonable legal costs for:
- (a) up to a total of three (3) hours of his solicitor’s time for consultation including the initial interview with the Special Investigations Unit
 - (b) the solicitor’s time during any subsequent interviews with the Special Investigations Unit conditional upon the approval of the Chief of Police and/or his designate. Such approval shall not be unreasonably withheld.
- 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 Upon request and after having given reasonable notice, a member may review his personnel file in the presence of his supervisor or designate and may request and shall receive a copy of any document contained therein.
- 29.04 If an officer has no Police Services Act convictions on his record for five years, then all previous Police Services Act convictions shall be purged from his record. The purged record shall be sealed and only accessible to the presenting officer for sentencing purposes where an officer has been

found guilty of a major offense and his previous convictions are for a major offense(s).

29.05 Any other letter of reprimand will be removed from the record of the member twenty-four (24) months following the receipt of such letter provided that the member's record has been discipline free for the immediately preceding eighteen(18) months during which he has worked.

29.06 Upon request and in accordance with Departmental Policy, a member may review their file in the presence of supervisory personnel and be provided with a copy of any document contained therein at a cost of \$50.00 for documents in excess of 200 pages.

Article 30 - Two Officer Patrols

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 Community Response Unit, Domestic Violence, 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; zones 14 and 15 will become one zone and referred to as Valley East; zones 16 and 90 will become 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 80 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 80. 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 “D” for Description of Zone Breakdowns

Article 31 - Optional Purchase of Past Service

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

Article 32 - Duration and Effective Date

- 32.01 The agreement shall remain in effect until the **31st day of December, 2008**, 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.

Dated at Sudbury, Ontario this _____ day of _____, 2006.

**For the Sudbury
Police Association**

**For the Greater Sudbury Police
Services Board**

President

Chair

1st Vice President

Vice Chair

Member

Member

Member

Member

Member

Member

APPENDIX “A”

Salary Schedule

| <u>January 1, 2006 3%</u> | 2006 Hourly Rate | 2006 Bi-weekly Rate | 2006 Annual Rate |
|---------------------------------------|---------------------|---------------------------|---------------------|
| Staff Sergeant – Level 1 | 42.33 | 3,386.40 | 88,385.04 |
| Staff Sergeant – Level 2 | 40.42 | 3,233.60 | 84,396.96 |
| Sergeant – Level 1 | 38.51 | 3,080.80 | 80,408.88 |
| Sergeant – Level 2 | 36.31 | 2,904.80 | 75,815.28 |
| Identification Specialist | 36.23 | 2,898.40 | 75,648.24 |
| Detective Constable > 24 months | 36.16 | 2,892.80 | 75,502.08 |
| Detective Constable >12 < 24 months | 35.13 | 2,810.40 | 73,351.44 |
| 1st Class Constable | 34.11 | 2,728.80 | 71,221.68 |
| 2 nd Class Constable | 30.08 | 2,406.40 | 62,807.04 |
| 3 rd Class Constable | 27.19 | 2,175.20 | 56,772.72 |
| 4 th Class Constable | 23.12 | 1,849.60 | 48,274.56 |
| Cadet | 17.16 | 1,372.80 | 35,830.08 |

2006 MPA 8-16 years - \$1.02 per hour
 17-22 years - \$2.05 per hour
 23 or more years - \$3.07 per hour

| <u>January 1, 2007 3.25%</u> | 2007 Hourly Rate | 2007 Bi-weekly Rate | 2007 Annual Rate |
|---------------------------------------|---------------------|---------------------------|---------------------|
| Staff Sergeant – Level 1 | 44.28 | 3,542.40 | 92,456.64 |
| Staff Sergeant – Level 2 | 42.13 | 3,370.40 | 87,967.44 |
| Sergeant – Level 1 | 39.98 | 3,198.40 | 83,478.24 |
| Sergeant – Level 2 | 37.60 | 3,008.00 | 78,508.80 |
| Identification Specialist | 37.41 | 2,992.80 | 78,112.08 |
| Detective Constable > 24 months | 37.33 | 2,986.40 | 77,945.04 |
| Detective Constable >12 < 24 months | 36.28 | 2,902.40 | 75,752.64 |
| 1st Class Constable | 35.22 | 2,817.60 | 73,539.36 |
| 2 nd Class Constable | 31.06 | 2,484.80 | 64,853.28 |
| 3 rd Class Constable | 28.07 | 2,245.60 | 58,610.16 |
| 4 th Class Constable | 23.87 | 1,909.60 | 49,840.56 |
| Cadet | 17.72 | 1,417.60 | 36,999.36 |

2007 MPA 8-16 years - \$1.06 per hour
 17-22 years - \$2.11 per hour
 23 or more years - \$3.17 per hour

| <u>January 1, 2008 3.35%</u> | 2008 Hourly Rate | 2008 Bi-weekly Rate | 2008 Annual Rate |
|---------------------------------------|---------------------|---------------------------|---------------------|
| Staff Sergeant – Level 1 | 45.76 | 3,660.80 | 95,546.88 |
| Staff Sergeant – Level 2 | 43.54 | 3,483.20 | 90,911.52 |
| Sergeant – Level 1 | 41.32 | 3,305.60 | 86,276.16 |
| Sergeant – Level 2 | 38.86 | 3,108.80 | 81,139.68 |
| Detective Constable > 24 months | 38.58 | 3,086.40 | 80,555.04 |
| Detective Constable >12 < 24 months | 37.49 | 2,999.20 | 78,279.12 |
| Identification Specialist | 38.66 | 3,092.80 | 80,722.08 |
| 1st Class Constable | 36.40 | 2,912.00 | 76,003.20 |
| 2 nd Class Constable | 32.10 | 2,568.00 | 67,024.80 |
| 3 rd Class Constable | 29.01 | 2,320.80 | 60,572.88 |
| 4 th Class Constable | 24.67 | 1,973.60 | 51,510.96 |
| Cadet | 18.31 | 1,464.80 | 38,231.28 |

2008 MPA 8-16 years - \$1.09 per hour
 17-22 years - \$2.18 per hour
 23 or more years - \$3.28 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**

Coach Officer – shall be paid base rate plus 4% for all time serving as a Coach Officer

Breath Tech - \$800.00 annually, pro-rated (paid bi-weekly)

APPENDIX “B”

MEMORANDUM 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 Annual Leave Selection as provided for in Article 11 of this Collective Agreement, the following shall be deemed the designated platoon, branch or unit as described in Article 11.02 (b)

1. **Platoons** – **Uniform A, B, C, D, E (incl. Uniformed members assigned to outlying areas)**

2. **Branch/Unit**
 - **Criminal Investigation (incl. Sex Offences)**
 - **Collision Reporting Centre**
 - **Communications Centre**
 - **Community Response**
 - **Courts**
 - **Crime Prevention**
 - **Domestic Violence**
 - **Drug**
 - **Intelligence**
 - **Forensics**
 - **Fraud**
 - **K-9**
 - **Street Crime**
 - **Tactical**
 - **Traffic**
 - **Training**

3. Individual officers assigned or seconded and deemed a single unit as determined by the Chief of Police, shall select annual leave and statutory leave separately.

4. The parties agree that this M.O.U. will be evaluated at the expiration of this Collective Agreement.

Dated at Sudbury, Ontario this day of 2006

**For the Sudbury Police
Association**

**For the Greater Sudbury Police
Services Board**

President

Chair

1st Vice President

Vice Chair

Member

Member

Member

Member

Member

Member

APPENDIX “C”

BY -LAW 99-99A BEING A BY-LAW OF THE REGIONAL MUNICIPALITY OF SUDBURY CONCERNING SICK LEAVE CREDIT GRATUITIES FOR THE EMPLOYEES OF THE REGIONAL MUNICIPALITY OF SUDBURY

WHEREAS the Council of The Regional Municipality of Sudbury deems it desirable to continue the plan of sick leave credit gratuities for the employees of The Regional Municipality of Sudbury established by By-law 73-30 as amended, .. and as continued by By-laws 85-155 and 89-280;

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

-
1. In this By-law,
 - (a) **'AREA MUNICIPALITY'** means anyone of the seven area municipalities of The Regional Municipality of Sudbury ,
 - (b) **'BASIC RATE'** means the rate of pay of the individual's permanent job classification at the time of injury/sickness,
 - (c) **'COMMISSIONER'** means the Chief Administrative Officer , Commissioner of Corporate Services, Commissioner of Health and Social Services, Commissioner of Planning and Development, Commissioner of Public Works, General Manager of the Sudbury Regional Development Corporation, Chief of Police, and their designates,
 - (d) **'COUNCIL'** means the Council of The Regional Municipality of Sudbury ,
 - (e) **'EMPLOYEE'** means only persons in the employ of the Region, in the following groups:
 - (i) Members of the Canadian Union of Public Employees, Local #148, Full- Time, C.L.C., and
 - (ii) Sworn Officers and Civilian members of the Sudbury Regional Police Association .

- (f) **'EMPLOYEE HEALTH CARE** -personal maintenance of' means the personal attendance by a legally qualified and licensed medical practitioner, medical specialist, dentist, chiropractor, optometrist or physio-therapist for diagnostic or treatment services to an employee whether through direct employee contact or subsequent referral,
- (g) **'MONTH'** shall mean a calendar month,
- (h) **'NET PAY'** means the value of the employee's basic rate of pay less . E.I., C.P.P., Income Tax, and O.M.E.R.S. Deductions,
- (i) **'REGION'** means The Regional Municipality of Sudbury ,
- (j) **'REGULAR ATTENDANCE'** means the attendance of an employee at his/her duties for any month, on the days and during the hours for which his/her attendance is required during that month, according to the terms of his/her employment,
- (k) **'SERVICE'** means all attendances and authorized leaves of absence with pay, but shall not include leave of absence without pay in excess of two consecutive weeks,
- (l) **'SICK LEAVE ABSENCE'** means absence from regular attendance by sickness or other physical incapacity for which such leave of absence may be paid from the established credits,
- (m) **'SICK LEAVE CERTIFICATE'** means a certificate verifying a claim for sick leave in the form attached hereto and forming part of this By-law as Schedule "A", or in the case of Police Officers and Civilian Employees covered by the Sudbury Police Association Collective Agreements, in the form attached as Schedule "B" ,
- (n) **'SICK LEAVE CREDIT'** means a per diem allowance or portion thereof as provided by this By-law for sick leave absence, and
- (o) **'TREASURER'** shall mean the. Treasurer of The Regional Municipality of Sudbury .

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

- (b) The Director of Human Resources shall perform all things necessary or incidental to carry on the sick leave credit gratuities plan. Each Commissioner, in conjunction with the Director of Human Resources, shall have the power to allow, amend or disallow any sick leave credit or sick leave absence for an employee in accordance with the terms of this By-law, provided, however, that [the disallowance by the Director of Human Resources of any sick leave credit or sick leave absence shall be subject to the appeal set out in Section 6 of this By-law.
 - (c) The Treasurer shall provide and keep a Register in which all sick leave credits and sick leave absences for all employees shall be recorded so that the register will show the net sick leave credit of an employee which remains after all his/her sick leave absences have been deducted from his/her accumulated sick leave credits.
 - (d) Sick leave absences for those employees who normally are considered to work a five-day week shall be charged against the credits provided therefore, on the basis of a day off being equal to one day's credit. Sick leave absences that are less than a full day shall be charged against sick leave credits on an hour for hour absence basis.
 - (e) Employees requiring sick leave absences for "Employee Health Care - I personal maintenance of" shall be restricted to a maximum of four hours pay within a span of a workday.
 - (f) Sick leave absences for those employees who normally work a four-day week shall be charged against the credits provided therefor, on the basis of a day off being equal to 1.25 (one and one-quarter) days' credit.
3. All employees who are covered by the C.U.P.E., Local 148 Full-time Collective Agreement or covered by the Sudbury Regional Police Association Collective Agreement or covered by the Collective Agreement for the Sudbury Regional Police Association Civilian Group, shall be entitled to a sick leave credit of one and one-half (1½) days for every month of regular attendance, and the sick leave credits of any employee shall be cumulative, provided that an employee will not be entitled to a sick leave credit if:
- (i) he/she has taken an unauthorized leave of absence during the month, or if
 - (ii) he/she has taken an authorized leave of absence without pay for a period in excess of two calendar weeks.

4. (a) An employee who is absent from his/her duties for more than five working days from a compensable accident suffered during the course of his/her duties as an employee of the Region may apply to the Region to make up the change and difference in pay between his/her Workplace Safety Insurance and his/her net pay. If such a request is made, then commencing on the sixth working day and for each additional work day for which the employee is absent due to the accident, there shall be charged against his/her sick leave credits that portion paid to the said employee by the Region, converted to days or a portion thereof .
- (b) The Region shall only deduct from the employee's sick leave credits the change and excess portion of wages between the Worker's Safety Insurance and his/her net basic daily rate. Should the employee's sick leave credits become exhausted, then the Region shall not continue further payments.
- (c) No employee shall receive sick leave pay for absence in excess of his/her accumulated sick leave credit.
- (d) Employees may be allowed up to a maximum of three days pay for compassionate family reasons which days of absence shall be deducted from their accumulated sick leave credits, subject to the provision that such compassionate leave is not provided by some other Regional provision.
- (e) An employee shall not be entitled to benefits under Section 4(d) if he/she fails, upon request, to furnish his/her supervisor with reasonable proof of attendance at the function requiring such compassionate leave of absence.
- (f) Accumulated sick leave credits shall not be paid out for the time period an employee would qualify for Employment Insurance/Maternity/Parental Benefits.
- (g) An employee may subsidize his/her Weekly Indemnity Insurance Coverage to that of his/her basic salary , from his/her accrued sick leave credits in keeping with Regional policy and practices and the terms and conditions of the Master Contract.
- (h) An employee may subsidize his/her Long Term Disability (L TD) Insurance Coverage to Eighty-five Percent (85%) of his/her basic salary from his/her accrued sick leave credits in keeping with the Employer. policy and practices and the terms and conditions of the Master Contract.

5.
 - (a) An employee shall report his/her illness no later than the first hour on the first day on which such employee is absent from his/her work, to his/her supervisor.
 - (b) Notwithstanding Section 5(a) above, a police officer or Civilian Employee covered by the Sudbury Regional Police Association Collective Agreements shall report his/her illness at least one hour before his/her scheduled starting time to the police officer on duty in the Uniform Platoon Sergeant's office.
 - (c) Upon an employee's return, he/she shall file with his/her supervisor or designate, a completed Application for Sick Leave Absence as set out in Schedule " A " , or, in the case of Police Officers and Civilian Employees covered by the Sudbury Regional Police Association Collective Agreements, Schedule "8", for consideration; and, if the absence has been in excess of three consecutive work days, he/she may also be required by his/her supervisor to file a physician's certificate.
 - (d) Except for Police Officers and Civilian Employees covered by the Sudbury Regional Police Association Collective Agreements, the sick leave certificate, supported by a physician's certificate if required by the supervisor , shall be filed when the claim of any employee is for a day immediately preceding or succeeding a public holiday, vacation leave, a Saturday or a Sunday, or the employees normal day off.
 - (e) For Police Officers and Civilian Employees covered by the Sudbury Regional Police Association Collective Agreements, the sick leave certificate, supported by a physician's certificate if applicable, shall be filed when the claim of Police Officer or Civilian Employee covered by the Sudbury Regional Police Association Collective Agreements is for a day immediately preceding or succeeding his/her vacation leave or his/her regularly scheduled day off.
 - (f) A Commissioner or designate, upon previous notice or interview, May demand a medical doctor's certificate for a one-day or two-day sick leave of absence.
6.
 - (a) Prior to the end of February of each year, the Treasurer shall cause to be delivered to each Commissioner an annual statement of sick leave credits for each employee in the Department. Any employee shall have the right to appeal the contents of the said statement in relation to the credits and deductions for the previous year on written application, to be filed with the Treasurer of the Region prior to the 15th day of March of the year in which the statement was received, provided that if no appeal is filed as aforesaid the contents of the said statement shall be considered final and binding.

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

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

 - (d) The decision of the Board of Review in respect to any appeal shall be reported to the Treasurer who shall record in the register the decision of the Board of Review.
7. (a) When an employee having five years of completed service with the Region or on transfer with uninterrupted service from an Area Municipality ceases to be employed by the Region, there shall be paid to him/her or to his/her personal representative or, failing a personal representative, to such other person as the Board of Review may determine:
- (i) for those employees who are normally considered to be working a five-day week an amount equal to his/her current daily salary , wages or other remuneration for one-half the number of days to his credit, and, in any event, not in excess of the amount of one-half year's earnings at the basic daily rate received by him/her immediately prior to termination of employment.
 - (ii) for those employees who normally work a four-day week an amount equal to .80 (4/5) of his/her current daily salary, wages or remuneration for one-half the number of days to his/her credit, and, in any event, not in excess of the amount of one-half year's earnings at the basic daily rate received by him/her immediately prior to termination of employment.

8. Accumulated sick leave credits payable herein shall be payable to any qualified employee under Section 7(a) upon termination of employment regardless of cause, provided, however, that the Region may withhold therefrom any amount for which such employee is legally liable to account to the Region in which case all sums withheld up to the full amount of such liability shall forthwith vest in and be the property of the Region. Any dispute over amounts so withheld shall be determined by the grievance procedure established by the relevant bargaining agreement for the employee. This By-law shall not give the Region rights or remedies for collection of debts or taxes not conferred by law.
9. This By-law does not apply to Registered Nurses employed at Pioneer Manor long- Term Care Facility in The Regional Municipality of Sudbury , as the result of an arbitration award made pursuant to The Hospital labour Disputes Arbitration Act by Brent Arbitrations Incorporated dated the 16th day of September, 1980.
10. By-law 89-280 is hereby repealed, with all credits and gratuities earned under that By-law continued.
READ AND PASSED IN OPEN COUNCIL this 24th day of March, 1999.

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

APPENDIX “D”

Description of Zone Breakdowns

| | |
|-----------------|---|
| ZONE 11A | Whitefish, Worthington, Fairbanks, Panache |
| ZONE 11B | Naughton |
| ZONE 11C | Lively |
| ZONE 12A | Onaping |
| ZONE 12B | Levack |
| ZONE 12C | Dowling |
| ZONE 13A | Chelmsford |
| ZONE 13B | Azilda |
| ZONE 14B | 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 "D"

