

**SARNIA POLICE SERVICE**  
**2020 - 2023 UNIFORM COLLECTIVE AGREEMENT**

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THIS AGREEMENT made in duplicate this \_ day of \_\_\_\_\_, 2020.

between

SARNIA POLICE SERVICES BOARD  
-and-

THE SARNIA POLICE ASSOCIATION

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Recognizing that the Board and the Association have a common interest in the maintenance of law and order, and that the relationships of mutual goodwill, confidence and respect between the Board and the Association can contribute greatly thereto, and wishing to establish more formal channels for the purpose of defining, determining and providing for remuneration and working conditions that have hereto existed, the parties hereto agreed each with the other as follows:

**ARTICLE 1- DEFINITIONS**

- 1.01 "Association" shall mean the Sarnia Police Association.
- 1.02 "Board" shall mean the Sarnia Police Services Board.
- 1.03 "Officer" shall mean any sworn officer who is a member of the SARNIA POLICE SERVICE other than the Chief of Police and any Deputy Chief of Police.
- 1.04 Wherever applicable in this Agreement, the singular shall be deemed to include the plural and the masculine gender shall be deemed to include the feminine.

**ARTICLE 2- RELATIONSHIP**

- 2.01 All officers of the Sarnia Police Service other than the Chief of Police or any Deputy Chief of Police shall be covered by this Agreement and shall be subject to the terms and conditions herein. Subject to the provisions of the Police Services Act, the Board recognizes the Association as the exclusive bargaining agent for all officers save and except the Chief of Police and any Deputy Chief of Police.
- 2.02 The Board shall deduct an amount equivalent to the regular monthly membership dues and other amounts duly authorized by the Association from the salaries of all officers in the Bargaining Unit, and covered by the Collective Agreement. The Board shall forward amounts so deducted to the Treasurer of the Association each month. The Association shall save the Board harmless in respect of any deductions made pursuant to this Agreement.
- 2.03 The parties hereto mutually agree that any officer of the Sarnia Police Service eligible for membership may become a member of the Association provided that the Association does not at any time, by any of its members or representatives, exercise or practice upon officers of the Sarnia Police Service, any intimidation, interference, restraint or coercion in respect of such membership or non-membership.

2.04 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 officer because of their relationships in or in connection with the Association, and that membership in the Association by officers who are eligible to join will not be discouraged.

**ARTICLE 3- RESERVATION OF MANAGEMENT AND ADMINISTRATIVE RIGHTS**

3.01 Except as, and to the extent specifically limited by the Collective Agreement, all the rights of management remain within the scope of management rights during the life of this Agreement. Without limiting the generality of the foregoing, the officers acknowledge that management rights shall include:

- a) maintain order, discipline and efficiency;
- b) hire, discharge, promote, demote or discipline officers without discrimination, provided that a claim of discriminatory promotion, demotion, or a claim that an officer has been discharged or disciplined without reasonable cause may be the subject of a grievance and dealt with as hereinafter provided; and,
- c) generally, to supervise and administer the affairs of the Sarnia Police Service.

**ARTICLE 4- BARGAINING**

4.01 The Board acknowledges the right of the Association to appoint or otherwise select a Bargaining Committee of not more than five (5) members of the Association in the aggregate representing Uniform and Civilian groups, and will recognize and deal with the said Committee with respect to any matter which properly arises from time to time during the term of this Agreement.

4.02 It is to be clearly understood that the Bargaining Committee will deal with such matters as are properly the subject of negotiation and adjustment, including proposals for renewal or modification of this Agreement at the proper time.

4.03 Members of the Association's Bargaining Committee shall be allowed such time off with pay as is required, to attend negotiation sessions with the Board. Attendance at such meetings shall not result in wage premiums or overtime being paid to the members of the Bargaining Committee. It is further understood that the Association President, and/or their designate will be entitled to time off with pay as required to attend at grievance hearings, interest arbitration hearings (mediation/arbitration); PSA disciplinary hearings; SIU consultations. The Association President and/or their designate will inform their supervisor when it is necessary to attend meetings under this Article.

**ARTICLE 5- COMPLAINT AND GRIEVANCE ADJUSTMENT PROCEDURE**

5.01 (i) Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, the procedures outlined below shall apply subject to any mandatory provisions of the Ontario Police Services Act or the regulations passed thereunder.

(ii) A difference is defined as any dispute between the parties to this Agreement, arising from the interpretation, application, administration or alleged violation of said Agreement.

(iii) It is the mutual desire of the parties hereto that a difference between the parties shall be resolved as soon as is reasonably possible.

(vi) The terms "difference", "complaint", and "grievance" shall be considered synonymous for the purpose of Article 5 of this Agreement.

(v) The Association Grievance Committee referred to herein shall be comprised of no more than four (4) members of the Association.

(vi) In this Article, the following definitions will apply:

*"Administrator"* will mean the person whose order, decision, directive or interpretation is the subject of a grievance, complaint or difference, and holds a position higher than the employee's immediate supervisor.

*"Immediate supervisor"* will mean the person to whom an employee directly reports.

(vii) Any order, decision, directive or interpretation by a member of the Sarnia Police Service that forms the basis of a grievance shall commence with the presentation of the grievance to the member of the Police Service whose action(s) forms the basis of the grievance. If required, the grievance procedure shall proceed to the next higher step as outlined in the Collective Agreement.

5.02 Step 1

Any officer and/or their Association representative who chooses to proceed with a grievance shall within five (5) working days of becoming aware of such grievance, discuss the circumstances with the officer's immediate supervisor. The officer and the supervisor shall make every reasonable effort to resolve the grievance at this stage. The supervisor shall state their decision orally to the grievor within five (5) working days after the discussion.

5.03 Step 2

If the grievance is not resolved satisfactorily at Step 1, the officer and/or the Association Grievance Committee or its representative shall reduce the grievance to writing and submit it within five (5) working days after the decision has been made at Step 1 to the Chief. The Chief shall render a written decision and deliver it to the officer and/or the Association Grievance Committee within a further five (5) working days of the presentation of the grievance at Step 2.

Before taking this Step, the officer is encouraged to seek the advice and assistance of the Association's Grievance Committee, though failure to do so shall not invalidate the officer's right to pursue the grievance up to the end of Step 4.

5.04 Step 3

If no settlement is reached at Step 2, the officer and/or the Association Grievance Committee or its representative, may within five (5) working days of receipt of the decision of the Chief or the Chiefs designate, submit the grievance in writing to the Board which shall then fix a time within forty-five (45) days at which time it will hear submissions from the officer and/or the Association Grievance Committee or its representative. The Board will notify the officer and the Committee in writing of its decision within ten (10) working days of the hearing.

5.05 Where a difference between the parties to this Agreement concerns the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an alleged violation affects:

- a) more than one (1) officer, or
- b) the interests of either party,

either party may initiate and process the grievance on behalf of the aggrieved officers or the party concerned, as the case may be.

5.06 The time limits in this Article may be extended at any stage by mutual agreement, but in any event shall be considered directory, not mandatory.

5.07 The words "working days" in this Article means calendar days exclusive of Saturdays, Sundays, Statutory Holidays, and the period of the grievor's or the respondent's vacation.

5.08 If no settlement is reached during the Grievance Procedure, or either party chooses to go directly to arbitration at any stage, either party may refer the difference to conciliation and arbitration in accordance with the Police Services Act. If no request to proceed to conciliation or arbitration is made within twenty (20) working days of receipt of the Board's written decision, the grievance shall be deemed to have been settled.

In the case of a grievance going to arbitration, an arbitrator shall not have the power to amend the Agreement or make a decision inconsistent with the wording of the Agreement.

5.09 An aggrieved officer is entitled throughout the grievance adjustment procedure herein, to have present on their behalf an Association representative and/or counsel at any time. An employee required or entitled to attend will not have deducted, any time or wages for attendance during their regularly scheduled hours.

## **ARTICLE 6- ANNUAL VACATIONS**

6.01 An officer who is absent from work due to a leave of absence without pay for one month or more, suspended from duty without pay, in receipt of Long Term Disability benefits, or not in receipt of wages or Workplace Safety and Insurance Board Benefits, shall have their vacation entitlement pro-rated by the number of hours actually worked in the previous year.

6.02 Officers who terminate their employment with less than one year's service shall be entitled to vacation with pay in accordance with the Employment Standards Act.

6.03 All employees who complete one (1) or more years of full-time uninterrupted and continuous service with an accredited police service shall receive annual vacation as follows:

- (i) From one (1) to four (4) years of full-time continuous employment, eighty (80) hours;
- (ii) Over four (4) years of continuous full-time employment, one hundred and twenty (120) hours;
- (iii) Over ten (10) years of continuous full-time employment, one hundred and sixty (160) hours;

- (iv) Over fifteen (15) years of continuous full-time employment, two hundred (200) hours;
- (v) Over twenty (20) years of continuous full-time employment, two hundred and forty (240) hours;
- (vi) Over thirty (30) years of continuous full-time employment, two hundred and eighty (280) hours.

(vii) If an officer is injured or incapacitated due to illness requiring a doctor's care or is unable to perform modified work that was offered by the Sarnia Police Service before going on annual leave, the officer shall be reassigned their annual leave at a later date if the officer so chooses. A doctor's certificate will be provided stating the nature of illness and the period of time of the illness. Only that portion of the annual leave where the officer is injured or incapacitated due to illness, will be rescheduled. The Chief of Police will re-assign the leave to later dates which if possible shall also be satisfactory to the employee.

(viii) Should an officer who has commenced vacation leave incur any illness or injury which requires treatment at a medical facility and which also qualifies for sick leave in accordance with Article 24.01, said qualified period shall not result in a deduction from vacation credits if the officer so requests, for the qualified period. It will however count as a frequency of absence as referred to in Article 24.01 (k). A medical certificate will be provided stating the nature of illness and the period of illness. Such period of displaced vacation will be rescheduled by the Chief of Police, which if possible, shall also be satisfactory to the officer.

6.04 All annual vacation credits must be taken in the calendar year they become due. The vacation selection list shall be posted by January 14<sup>th</sup>. Officers are to have their vacation selections submitted by February 28<sup>th</sup>, and a vacation schedule approved by the Chief will be posted by March 31<sup>st</sup>. An officer may choose not to schedule up to 40 hours of their vacation allotment by February 28<sup>th</sup> but shall schedule all remaining time by September 1<sup>st</sup>.

Any officer who fails to select all of the vacation credits due, or if the original request cannot be granted and the officer does not make a mutually satisfactory arrangement for another time period by March 31<sup>st</sup>, vacation time shall be assigned by the Chief of Police. Any vacation credits left unused due to extenuating circumstances shall be reassigned or paid out at the discretion of the Chief.

6.05 Any officer who is suspended from duty by the Chief of Police under the provisions of the Ontario Police Services Act shall take any scheduled vacation credits during such period of suspension and shall not be required to perform any duties inconsistent with a normal vacation during such vacation period.

6.06 For the purposes of Article 6.03, "uninterrupted and continuous service with an accredited police service" means service with any accredited Canadian police service broken by no more than one month prior to commencing employment with the Sarnia Police Services Board in either a civilian or sworn capacity.

## **ARTICLE 7- STATUTORY AND DECLARED HOLIDAYS**

7.01 All officers shall be granted twelve (12) days annually in lieu of statutory and declared holidays provided the officer is on the payroll on the day on which the holiday occurs. This time shall be in the form of ninety-six (96) hours, which time shall be added to each officer's statutory time bank on January 1st of each year. This time or any part thereof shall be taken at a time mutually agreeable to the officer

and the Chief of Police. However, the Chief may direct an officer to take statutory leave on the holiday or on the day that the Service is celebrating the holiday subject to not less than three (3) days notice.

7.02 Each officer shall make a legitimate effort to reduce or eliminate their time bank by October 15th of each calendar year. If officers do not elect to schedule their time off by October 15th, the Chief or their designate may schedule the time off according to the needs of the Service. If it is impractical to schedule all of the remaining Statutory Holiday time by year's end, the balance will be paid out.

7.03 The following shall be considered to be statutory holidays:

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

7.04(a) Any officer absent from active duty by reason of being suspended with pay pursuant to the Police Services Act for a period in excess of one month will be deemed to have been reassigned to 8-hour days, Monday to Friday, retroactive to the first day of absence. Notwithstanding Articles 6.05 and other articles in the collective agreement or past practices, such officers shall be assigned to take Statutory Holidays off as they are scheduled under the collective agreement. An officer suspended without pay under the provisions of the Ontario Police Services Act shall not accumulate statutory holidays while suspended.

7.04 (b) Any officer absent from active duty by reason of being off pursuant to an approved Workplace Safety and Insurance Board claim for a period in excess of one month will be deemed to have been reassigned to 8-hour days, Monday to Friday, retroactive to the first day of absence. Notwithstanding any other articles, such officers shall be assigned to take Statutory Holidays off as they are scheduled under the collective agreement.

7.04 (c) Any officer absent from duty by reason of being off pursuant to an approved short-term disability claim for a period in excess of one month will be deemed to have been reassigned to 8-hour days, Monday to Friday, retroactive to the first day of absence. Notwithstanding any other articles, such officers shall be assigned to take Statutory Holidays off as they are scheduled under the collective agreement.

7.04 (d) Entitlement to statutory holidays will be limited in the officer's first calendar year of service to those statutory holidays occurring after the officer's date of hire.

7.05 Any officer required to work upon a statutory holiday shall be paid at the rate of time and one-half (1½) per hour for all hours actually worked on the said statutory holiday, or may put the additional hours into their Statutory Holiday Bank, notwithstanding the time off granted pursuant to Article 7.01.

7.06 Notwithstanding Article 7.05, any officer who is called out or required to work overtime under circumstances as laid out in Article 14, shall be paid at the rate of two and one-quarter (2¼) times the regular hourly rate.

#### **ARTICLE 8- BEREAVEMENT LEAVE**

8.01 An officer shall be granted leave of absence because of the death and to attend the funeral of the officer's father, mother, spouse, child, father-in-law, mother-in-law, sister, brother, grandparent or grandchild. Time lost from the officer's regular schedule during such leave of absence shall be compensated at the officer's regular rate or pay up to a maximum of four (4) scheduled working days between the date of the death and the date of the funeral, inclusive.

For the purpose of the above, step relationships shall be recognized.

8.02 An officer will be allowed two (2) days off with pay to attend the funeral of a brother-in-law, sister-in-law, aunt, uncle, niece, nephew, grandparent of the officer's spouse or any dependent relative living with the officer, whose physical and financial care are the responsibility of the officer.

8.03 An officer will be allowed up to one (1) day off with pay to attend any funeral in which he/she is acting as a pall-bearer. This clause is intended to allow the officer such time as is necessary to perform their duties as pall-bearer.

8.04 Any extensions of the time limits in this Article shall be at the discretion of the Chief of Police, and shall be paid.

#### **ARTICLE 9- LEAVE OF ABSENCE**

9.01 A maximum of four (4) members of the Board of Directors of the Association shall be permitted to absent themselves without loss of pay, to attend the regular monthly meeting of the Association insofar as the Chief of Police may, in their discretion, consider such leaves permissible, having regard to the exigencies of the Service.

9.02 Duly authorized members of the Association shall be granted such time off, subject to the exigencies of the service, to attend provincial Annual and Quarterly meetings, Police Association of Ontario and/or Canadian Police Association meetings and other Association workshops and education sessions.

The total number of days in the aggregate for both Association bargaining groups shall be fifty (50) working days in a calendar year.

9.03 The Association agrees that it will respect the needs and desires of the Service, and commits to continuing the reasonable use of such leaves. All requests for leaves of absence to attend meetings described in 9.02 of the Article shall be made by February 28<sup>th</sup> of each year insofar as is possible and further the Chief of Police may, in their discretion, consider such leaves permissible having regard to the exigencies of the Service and not prolong the approval of annual vacation schedules.

9.04 Employees shall be entitled to pregnancy leave and/or parental leave in accordance with the provisions of the *Employment Standards Act*. An officer intending to go on pregnancy leave shall make written application to the Board and, if requested by the Board, supply the Board with a certificate from a legally qualified medical practitioner stating that she is pregnant and giving the estimated due date. An officer on pregnancy leave shall receive benefits provided under Article 9.04a). Notwithstanding the provisions of the *Employment Standards Act*, officers shall further receive the provisions of Article 9.04(b) for a period of up to fifteen (15) weeks for pregnancy.

a) during pregnancy/parental leave the Board shall provide a Supplementary Employment Insurance Benefit (SEB) Plan as follows:

i) during the first week E.I. waiting period, pay the officer seventy- five (75) percent of their regular rate of pay; and

ii) in the case of pregnancy leave, during the following fourteen (14) weeks or shorter period if the officer returns to work, pay the officer at a rate of pay equivalent to the difference between the Employment Insurance pregnancy benefits the officer receives and seventy- five (75) per cent of their regular rate of pay. In the case of parental leave, employees shall receive ten (10) weeks.

iii) the combined weekly payments received from the plan and the weekly rate of Employment Insurance Benefits will not exceed seventy-five (75) per cent of the officer's weekly earnings.

iv) officers must provide proof of application for and receipt of Employment Insurance benefits in order to receive payment under the SEB plan, unless serving the two week E.I. waiting period. Proof shall be copies of E.I. benefits stubs.

v) SEB payments are paid only for the supplementation of Employment Insurance benefits for the unemployment period as specified in the plan for pregnancy/parental leave.

vi) this benefit is to be fully paid out of the Board's general revenues. The Board shall keep a separate record of SEB payments.

b) while on pregnancy/parental leave an officer shall continue to accumulate seniority and credit for service for the purposes of salary and all other increments. The Board shall continue to provide the officer with vacation and statutory holiday credits, insurance, welfare, medical, dental, pension and all other benefits specified by the Agreement.

c) Pregnancy leave for the purpose of this article shall be in accordance with the Employment Standards/Employment Insurance Act.

d) an officer who provides a certificate from a legally qualified medical practitioner, stating that she is pregnant and recommending that she be placed on other than normal duties, shall be accommodated by the Board and shall be provided suitable duties, as determined by the Chief or their designate, with no change in salary or benefit status, until the officer elects to go on pregnancy leave.

e) an officer electing the eighteen (18) month period of leave as prescribed under the Employment Insurance Act shall option to either receive the Supplemental Insurance Benefit to equal 75% of their weekly earnings or receive the benefit at a prorated basis for the duration of the leave that would be the equivalent of receiving the benefit as if they had elected to take only 12 months of leave. Article 9.04 b) shall apply to this clause.

9.05 In the event an officer of the Association represents an Association member at a disciplinary proceeding or grievance proceeding, the officer representing the other officer will not have deducted, any time or wages for attendance at the proceeding during their regularly scheduled hours.

9.06 An officer on leave of absence in excess of one month shall have premium payments for benefits discontinued by the Service but may arrange for continuation of such benefits upon making arrangements satisfactory to the Service for payment by the officer of the premium.

9.07 Unless noted elsewhere in this agreement, an employee absent from duty for a continuous period exceeding twelve (12) months shall accumulate annual vacation, statutory leave, and sick leave benefits during the first twelve months only, after which time, such benefits accumulation will cease. Upon return to regular duty, the employee shall be entitled to accumulate such benefits prorated on a monthly basis.

#### **ARTICLE 10- HOURS OF WORK**

10.01 All officers shall be required to work eight (8) consecutive hours per day based on a forty (40) hour week, averaged over a twenty-eight (28) day period, except those officers working a compressed work week schedule, as agreed to between the Chief of Police and the Association, who shall work in accordance with that schedule.

10.02 Subject to the needs of the service, the Chief of Police or their designate shall allot the period of duty and time of vacations and time off. Accumulated time may be scheduled off in a full shift subject to the needs of the Service.

10.03 All officers assigned to work an eight (8) hour shift shall be allowed one, 30 minute period of lunch per shift. All officers assigned to work a ten (10) hour shift shall be allowed one, 45 minute period for lunch per shift. Officers assigned to work a twelve (12) hour shift shall be allowed one (1) hour of lunch, which may be broken up into two, 30 minute breaks, at the discretion of the supervisor.

10.04 No officer shall be scheduled to work more than 2080 hours per year. Any officer required to work in excess of this annual amount shall be paid in accordance with the overtime provisions of this Agreement.

10.05 Any officer assigned to work on their regular day off shall not have such day off reassigned without their consent.

10.06 Notwithstanding Articles 10.05, 14.02 and other articles in the Collective Agreement or past practices that pertain to the scheduling of work, hours of work may be rescheduled and days off reassigned for the purpose of providing in-service or other required training. Such rescheduling shall include at least three (3) days notice and will be paid at the officer's regular rate of pay. It is understood that this article is limited to the officer participating in the training.

#### **ARTICLE 11 - EQUIPMENT**

11.01 Each officer shall be provided with all necessary clothing and equipment that is required by the officer in the efficient discharge of responsibility and related duty. All such clothing or equipment shall be replaced as necessary.

11.02 (a) A list of articles of uniform and equipment shall be maintained by the Chief of Police. Changes to the list shall be at the direction of the Chief after consultation with the Association.

11.02 (b) Each officer so requesting, shall be issued with suitable soft body armour. Such soft body armour and/or the vest portion which holds the panels shall be replaced as necessary upon the approval of the Chief of Police or their designate.

11.03 Each officer shall be issued with a Sarnia Police Service warrant card, giving their name, rank and photograph.

11.04 Each officer shall be supplied with a badge and suitable leather case, this case to contain both the badge and warrant card.

11.05 In lieu of the provision of a uniform for pregnant officers, the Board shall provide pregnant officers an allowance in accordance with the provisions of Article 16.02 when they are no longer able to wear their regular uniform.

## **ARTICLE 12- CLASSIFICATIONS**

12.01 All officers under the rank of Sergeant shall be classified as follows:

(a) An applicant hired shall be on probation for such period of time and under such circumstances as set out in the Ontario Police Services Act, and discharge during such period shall be dealt with only pursuant to the procedures set out in that Act.

(b) A fourth class constable shall be reclassified as a third class constable after satisfactorily serving one (1) year as a fourth class constable.

(c) A third class constable shall be reclassified as a second class constable after satisfactorily serving one (1) year as a third class constable.

(d) A second class constable shall be reclassified as a first class constable after satisfactorily serving one (1) year as a second class constable.

(e) In the case of outstanding or meritorious service, any of the one (1) year periods mentioned in 12.01 (b), (c) or (d) may be abridged on recommendation by the Chief of Police.

12.02 Where an applicant seeks to join the Service after serving a number of uninterrupted and continuous years as a sworn officer with another accredited Police Service (as defined in Article 6.06), he/she may be recommended by the Chief of Police for hiring, at the rank up to and including first class constable. If hired however, their seniority shall be calculated from the first day of service with the Sarnia Police Service.

**ARTICLE 13- SALARIES AND ALLOWANCES**

The following salaries shall be paid in accordance with their effective dates.  
Bi-weekly rates are calculated as an annual salary divided by twenty-six.

Rank	%RP	Jan. 1, 2020	Jul. 1, 2020	Jan. 1, 2021	Jul. 1, 2021	Jan. 1, 2022	Jul. 1, 2022	Jan. 1, 2023	Jul. 1, 2023
SUPERINTENDENT	169%	\$171,268	\$172,980	\$174,711	\$176,458	\$178,222	\$180,005	\$181,805	\$183,622
SUPERINTENDENT	166%	\$168,228	\$169,909	\$171,609	\$173,326	\$175,059	\$176,810	\$178,578	\$180,366
SUPERINTENDENT	163%	\$165,187	\$166,839	\$168,508	\$170,193	\$171,895	\$173,615	\$175,351	\$177,109
SUPERINTENDENT	160%	\$162,147	\$163,768	\$165,406	\$167,061	\$168,731	\$170,419	\$172,123	\$173,844
STAFF INSPECTOR	157%	\$159,107	\$160,697	\$162,305	\$163,928	\$165,567	\$167,224	\$168,896	\$170,588
STAFF INSPECTOR	154%	\$156,067	\$157,627	\$159,204	\$160,796	\$162,404	\$164,028	\$165,669	\$167,332
STAFF INSPECTOR	151%	\$153,026	\$154,556	\$156,102	\$157,664	\$159,240	\$160,833	\$162,441	\$164,066
STAFF INSPECTOR	148%	\$149,986	\$151,485	\$153,001	\$154,531	\$156,076	\$157,638	\$159,214	\$160,806
INSPECTOR	148%	\$149,986	\$151,485	\$153,001	\$154,531	\$156,076	\$157,638	\$159,214	\$160,806
INSPECTOR	145%	\$146,946	\$148,415	\$149,900	\$151,399	\$152,913	\$154,442	\$155,987	\$157,548
INSPECTOR	142%	\$143,906	\$145,344	\$146,798	\$148,266	\$149,749	\$151,247	\$152,759	\$154,288
INSPECTOR	139%	\$140,865	\$142,273	\$143,697	\$145,134	\$146,585	\$148,052	\$149,532	\$151,028
STAFF SERGEANT	135%	\$136,812	\$138,179	\$139,562	\$140,958	\$142,367	\$143,791	\$145,229	\$146,681
STAFF SERGEANT	132%	\$133,771	\$135,109	\$136,460	\$137,825	\$139,203	\$140,596	\$142,002	\$143,421
STAFF SERGEANT	129%	\$130,731	\$132,038	\$133,359	\$134,693	\$136,040	\$137,400	\$138,774	\$140,166
STAFF SERGEANT	126%	\$127,691	\$128,967	\$130,258	\$131,560	\$132,876	\$134,205	\$135,547	\$136,900
SERGEANT & Assignment Differential	128%	\$129,718	\$131,014	\$132,325	\$133,649	\$134,985	\$136,335	\$137,699	\$139,077
SERGEANT & Assignment Differential	125%	\$126,678	\$127,944	\$129,224	\$130,516	\$131,821	\$133,140	\$134,471	\$135,817
SERGEANT & Assignment Differential	122%	\$123,637	\$124,873	\$126,122	\$127,384	\$128,658	\$129,945	\$131,244	\$132,556
SERGEANT & Assignment Differential	119%	\$120,597	\$121,802	\$123,021	\$124,251	\$125,494	\$126,749	\$128,017	\$129,296
SERGEANT	122%	\$123,637	\$124,873	\$126,122	\$127,384	\$128,658	\$129,945	\$131,244	\$132,556
SERGEANT	119%	\$120,597	\$121,802	\$123,021	\$124,251	\$125,494	\$126,749	\$128,017	\$129,296
SERGEANT	116%	\$117,557	\$118,732	\$119,920	\$121,119	\$122,330	\$123,554	\$124,789	\$126,038
SERGEANT	113%	\$114,516	\$115,661	\$116,818	\$117,987	\$119,166	\$120,359	\$121,562	\$122,771
1st CLASS CONST.& Assignment Differential	115%	\$116,543	\$117,708	\$118,886	\$120,075	\$121,276	\$122,489	\$123,714	\$124,951
1st CLASS CONST. & Assignment Differential	112%	\$113,503	\$114,638	\$115,784	\$116,943	\$118,112	\$119,293	\$120,486	\$121,691
1st CLASS CONST.& Assignment Differential	109%	\$110,463	\$111,567	\$112,683	\$113,810	\$114,948	\$116,098	\$117,259	\$118,433
1st CLASS CONST.& Assignment Differential	106%	\$107,423	\$108,496	\$109,582	\$110,678	\$111,784	\$112,903	\$114,032	\$115,171
1st CLASS CONSTABLE	109%	\$110,463	\$111,567	\$112,683	\$113,810	\$114,948	\$116,098	\$117,259	\$118,433
1st CLASS CONSTABLE	106%	\$107,423	\$108,496	\$109,582	\$110,678	\$111,784	\$112,903	\$114,032	\$115,171
1st CLASS CONSTABLE	103%	\$104,382	\$105,426	\$106,480	\$107,545	\$108,621	\$109,707	\$110,804	\$111,911
1st CLASS CONSTABLE	100%	\$101,342	\$102,355	\$103,379	\$104,413	\$105,457	\$106,512	\$107,577	\$108,651
2nd CLASS CONSTABLE	85%	\$86,141	\$87,002	\$87,872	\$88,751	\$89,638	\$90,535	\$91,440	\$92,351
3rd CLASS CONSTABLE	75%	\$76,007	\$76,766	\$77,534	\$78,310	\$79,093	\$79,884	\$80,683	\$81,491
4th CLASS CONSTABLE	65%	\$65,872	\$66,531	\$67,196	\$67,868	\$68,547	\$69,233	\$69,925	\$70,622

13.02 The salary rates in Article 13.01 shall reflect the following for all officers covered by this Agreement:

On January 1st of each calendar year, 3% of the 1st class constable's rate will be added to the base salary of employees who have completed eight (8) years of service with the Sarnia Police Services by December 31st of the previous year.

On January 1<sup>st</sup> of each calendar year, 6% of the 1st class constable's rate will be added to the base salary of employees who have completed seventeen (17) years of service with the Sarnia Police Services by December 31st of the previous year.

On January 1st of each calendar year, 9% of the 1st class constable's rate will be added to the base salary of employees who have completed twenty-three (23) years of service with the Sarnia Police Services by December 31st of the previous year.

Responsibility pay will be paid bi-weekly and shall be considered pensionable earnings, and shall be included in the calculation of overtime, vacation, pension contributions, sick leave pay and any other form of pay determined by the base rate save and except the frozen sick leave payout on retirement.

13.03 Responsibility pay shall be applicable to any officer with the appropriate years of service with any accredited Canadian police service, provided that the service is not broken by no more than one month prior to commencing employment with the Sarnia Police Services.

#### **ARTICLE 14- OVERTIME AND CALL-OUT**

14.01 All officers who are required to work more than their standard shift shall be paid overtime at the rate of time and one-half per hour for time in excess of the first one-quarter hour of overtime worked. Overtime shall include any training sessions held during the officer's off-duty time.

14.02 If an officer is contacted during non-working hours and is asked to report to work, they shall receive a minimum of three (3) hours pay at the appropriate overtime rate for all time spent performing the work.

If an officer is called out less than three (3) hours prior to the commencement of their scheduled shift, the officer will be paid at the appropriate rate of pay up to the start of the regular shift.

14.03 A meal allowance of seventeen dollars (\$17.00) shall be paid to an officer who is required to work three (3) consecutive hours or more beyond their scheduled hours of work, and a further seventeen dollars (\$17.00) for an excess of each additional consecutive four (4) hours of work. An officer called out for duty shall be paid the first seventeen dollars (\$17.00) after three (3) hours worked.

A claim for meal allowances under this Article shall be limited to two meal allowances on any one occasion. All claims for meal allowances shall be signed and authorized by the supervisor authorizing the overtime. No meal allowance shall be paid when a suitable meal has been provided to the officer.

14.04 Notwithstanding 14.03, meal allowances shall not apply to pre-arranged overtime. Pre-arranged overtime shall be defined as when at least eight (8) hours of prior notice is given to the officer required to work.

14.05 An officer may, at their discretion, accumulate overtime in lieu of payment. Such overtime shall be rescheduled to be used at a time mutually agreeable between the officer and the Chief or designate. The "overtime bank" will be cleared by payment twice per year in June and December if the officer does not elect to take "time off" in lieu of payment by the end of each bi-annual period.

#### **ARTICLE 15- ASSIGNMENT PAY**

15.01 All officers assigned to a position calling for a higher rate of pay shall receive acting pay upon the officer assuming the responsibilities of the higher rank or position. The officer shall be paid the acting rank pay for the number of hours actually assigned to the higher rank. The rate of pay for such assignment shall be the first level of the wage scale for the next highest rank to the one the officer presently holds. All assignments to positions calling for a higher rate of pay must be approved by the Chief of Police or their designate.

15.02 Any officer below the rank of staff sergeant who is assigned to Criminal Division, Professional Standards Branch and Intelligence Division of the Police Service shall receive an additional pay differential of 6% at their date of entry in the Division/Section. It is understood that this 6% differential is applicable to all forms of pay received by the officer(s). Effective January 1 2018 the 6% any officer recognized as the team leader of the Emergency Response Team or Training Branch officer shall be included in this article to receive the said rate of assignment pay.

15.03 Any officer who is assigned as a Coach Officer shall in addition to any other salary or benefit set out in this Agreement; receive further specialist pay in the amount of \$24.00 per shift while accompanying a trainee. Officers so assigned must have successfully completed and must maintain all required training for being a Coach Officer to be eligible for this payment.

15.04 Any officer who is assigned as an intoxilyzer technician, containment team member, use of force trainer, resource and training officer, drug recognition officer or traffic branch officer with level III course shall receive a premium of \$300 per annum, increasing to \$400 effective January 1, 2021. The \$300 premium per annum will be prorated based on one twelfth (1/12) for each full calendar month the officer works as an intoxilyzer technician, containment team member, use of force trainer, resource and training officer, drug recognition officer or traffic branch officer with level III course. It is understood that these premiums will not be subject to pyramiding. This premium will be paid on the first pay in December of each year.

#### **ARTICLE 16- CLOTHING ALLOWANCE**

16.01 All plain clothes officers shall be allowed \$1000.00 per year for clothing expenses in lieu of the clothing issue provided under Article 11.02. Semi-annual pro-rated payments shall be made January and July of each year.

16.02 All officers required to work in plain clothes on a temporary basis shall be allowed \$100.00 per month to cover incidental expenses. If such service does not exceed one month in duration, the officer shall receive an incidental clothing allowance pro-rated per working day.

16.03 If an officer's clothing is damaged or soiled in a single incident while the officer is performing their duty, the cost of repair, replacement or cleaning of such clothing shall be borne by the Board, subject to prior approval by the officer's supervisor, and provision of a receipt for the expense.

16.04 Each officer shall be paid \$150.00 per year as a cleaning allowance. This payment shall be made on the 25th pay period provided the officer is on active duty for more than 50% of each calendar year.

#### **ARTICLE 17- ON CALL PAY**

17.01 An officer who is assigned by the Chief to on-call duty shall be paid an "on call pay" equivalent to five (5) hours pay at the appropriate overtime rate. "On call pay" shall be limited to one (1) claim per calendar week. In the event the officer is recalled to active duty the officer shall be paid at the call out rate, or the overtime rate, as applicable, notwithstanding any "on call pay" as set out above.

"On call" duty means the officer is available at the officer's home or elsewhere to be called back to active duty. It is the responsibility of the officer performing on call duty to assure that he/she can be contacted in order to report for active duty within a reasonable period of time, being no more than one (1) hour.

#### **ARTICLE 18- SHIFT DIFFERENTIAL**

18.01 A shift differential in the amount of \$300.00 per year shall be paid to all officers for all work performed in a regular or special full-time shift, commencing on or after 12.00 p.m.. A shift differential in the amount of \$350.00 per year shall be paid for all work performed in a regular or special full-time shift, commencing after 6.00 p.m. and before 6.00 a.m.

These payments shall be a lump-sum payment to be made on the 25<sup>th</sup> pay period of each calendar year and will be prorated based on shift changes and absences greater than thirty (30) days.

#### **ARTICLE 19- POLICE COURSE**

19.01 An officer who is attending an out-of-town Police course and is required to return in response to a subpoena shall be allowed per kilometer reimbursement based on the CUPE 3690 established rate round trip, to cover transportation costs if such costs are not covered by the Crown Attorney's Office.

19.02 In addition to the above, an officer assigned to attend a training course of more than five (5) weeks duration at a location more than 400 kilometres from Sarnia shall be entitled to one return airfare at the expense of the Board, said flight shall be booked prior to the commencement of the course by the training officer and the officer attending the course.

19.03 Any officer assigned to a training course at a Police College, and who is required to register at the said college on the day prior to the commencement of the course shall be allowed time as follows:

- a) if the officer is working a regular day shift on the day of the required travel, three (3) hours off prior to the end of their shift; or
- b) if the officer is scheduled to begin work at 2:00 p.m. or later on the day of the required travel, he/she shall be deemed to be working, and shall not be required to report for duty; or
- c) if the officer is on a scheduled day off, he/she will be granted two (2) hours pay at time and one-half of their regular hourly rate of pay.

19.04 An officer who is assigned to a training course out of Sarnia and drives to the location of their course in a vehicle not owned or leased or otherwise held by the Sarnia Police Service will be given a per kilometer allowance as per the CUPE 3690 established rate for the round trip distance from Sarnia to the location of the course.

This does not apply to any officer travelling as a passenger with another officer to the course location for the entire course.

Travel expenses will not be allowed where the agency conducting the training provides a travel allowance. Mode of transportation must be approved by the Chief of Police or designate.

## **ARTICLE 20- HOSPITAL AND MEDICAL INSURANCE**

20.01 The Board agrees to contribute 100% of each officer's premiums for enrolment through the City of Sarnia in:

- an Extended Health Care plan (Formulary 2, automatic substitution of generic drugs unless physician instructs otherwise, and a dispensing fee maximum reimbursement of \$9.00 per prescription. Fertility drugs will be capped at a lifetime maximum of \$10,000. The Extended Health Care plan shall provide Deluxe Travel and Overage Dependant Student coverage, and include the following:

Twelve (12) massage therapy sessions per year to be reimbursed at the reasonable and customary rate as determined by the insurance carrier. Effective immediately, no medical certificate is required

Vision and eye exam entitlement will be for a two (2) calendar year period effective January 1, 2012.

A vision Care plan which shall include eye glasses to a maximum of \$400.00 increasing to \$500.00 effective January 1, 2021 and eye examinations will be covered to a maximum of \$100 in the two year period for every officer and each of their dependants. Employees may use their two year vision allotments towards a one (1) time laser eye surgery treatment.

Physiotherapy, chiropractic and acupuncture treatments to a maximum of \$900.00 inclusive per calendar year increasing to \$1,200.00 effective January 2, 2021. Osteopath and Naturopath to a maximum of \$200.00 inclusive per calendar year.

Hearing aids including repairs but excluding batteries, up to a maximum of \$500.00 every two calendar years.

Psychological treatments up to a maximum of \$2,500.00 per calendar year.

- Semi Private Hospital Accommodation coverage.

All new employees shall be eligible for coverage in this Plan following completion of three (3) months of employment. New employees may, at their option, participate in this coverage by paying 100% of the premium cost for their first three (3) months of employment.

20.02 The Board agrees to provide all eligible officers with a Dental plan equivalent to the Liberty Health Plan #9, with nine (9) month preventative check-ups for adults only and at once per six (6) months for dependant children at the current O.D.A. Fee Schedule.

The Plan shall include an additional Orthodontics rider on a 50/50 co-insurance basis. Orthodontic coverage is for dependant children only with a lifetime maximum of \$2,500.00 increasing to \$3,000.00 effective January 1, 2021 for each dependant child. The Plan shall also include a Major Restorative rider (crowns, caps, bridges, etc.) on a 50/50 co-insurance basis with an annual maximum of \$2,000.00. The cost of the Plan shall be paid by the Board. The Plan shall also provide Overage Dependant Student coverage.

All new employees shall be enrolled in the Plan following completion of three (3) months of employment. New employees may, at their option, participate in this coverage by paying 100% of the premium cost for their first three (3) months of employment.

20.03 The coverage, terms and conditions for the benefits in Articles 20.01 and 20.02 shall remain as the coverage was on May 1, 1998, and shall not be changed or reduced without the consent of the Association. All such benefit plans are subject to the terms and conditions of the benefit contract. The Board shall have the right to determine the carrier of such benefits, provided the Association is given 30 days prior written notice. The Board shall provide booklets outlining the specific benefits of each Plan for every officer.

20.04 To be eligible for the Board's share of the cost of the premium for the above plans, the officer must be in receipt of wages from the Board.

20.05 The Board agrees to make the following health plans available, paying 100% of the premiums to those officers retired after August 1, 1987 who are in receipt of an unreduced pension under the Ontario Municipal Employees Retirement System. The said plans shall continue until such retiree attains sixty-five (65) years of age or becomes covered by such benefits either in part or in whole by another source, regardless of the geographical location of the member's principal residence provided the member continues to be covered by a provincial health plan.

If the health plan benefits from another source are discontinued, the retiree will be eligible for re-enrolment in the health plans provided by the Board.

1. Extended Health Care plan (20.01 above)
2. Dental plan (20.02 above)
3. Vision plan (20.01 above)
4. Semi-Private Hospital Accommodation coverage (20.01 above)

20.06 Officer's retiring prior to August 1, 1987 who would otherwise be eligible to participate in the plans set out in section 20.05 may participate at their own cost.

20.07 The Board agrees to make the following health plans available, paying 100% of the premiums, to the surviving spouse or dependants under twenty-one (21) years of age of the officer or retired officer. The said plans shall continue until such spouse attains sixty-five (65) years of age, becomes covered by such benefits either in part or in whole by another source or such dependent attains twenty-one (21) years of age regardless of the geographical location of the principal residence provided the spouse and/or dependents continue to be covered by a provincial health plan.

1. Extended Health Care plan (20.01 above)
2. Dental plan (20.02 above)
3. Vision plan (20.01 above)
4. Semi-Private Hospital Accommodation Coverage (20.01 above)

If the health plan benefits from another source are discontinued, the surviving spouse or dependents under twenty-one (21) years of age will be eligible for re-enrolment in the health plans provided by the Board.

For the purposes of this Agreement, continuous years of service with the Sarnia Police Service means and includes any years of service with the Clearwater Police Service or Sarnia Township Police Force that are continuous and unbroken with the officer's years of service with Sarnia Police Service.

If the officer or retired officer has a dependant over the age of 21 years who remains dependant as a result of a physical or mental handicap, these benefits will not be denied the dependant.

20.08 Where a police officer is killed or dies as a result of injuries received in the performance of their duties leaving a spouse or any dependant children, the Board shall pay to the officer's surviving spouse and/or children, a supplementary monthly payment in an amount which when taken together with any existing governmental payments pursuant to the Workplace Safety & Insurance Board, the Canada Pension Plan or O.M.E.R.S. will equal 100% of the disposable after tax income of the deceased officer based on the officer's salary at the time the payments are made for a period of one year after the death of the officer.

For the purposes of this Article, "spouse" will be the current OMERS definition of a spouse.

20.09 This article applies only to those retired members or current members who turn 65 years of age on or after January 1 2013.

For members retiring on a pension under the Ontario Municipal Employees Retirement System (OMERS), on or after January 1, 2013, the Board shall provide for a non-cumulative health spending account in the amount of \$1,700 increasing to \$2,000 effective January 1, 2021 annually commencing at age 65 and ending at age 70. This amount shall be provided on a per-member basis regardless of the member's family status and be available exclusively for reimbursement of medical, vision, or dental expenses, or towards the purchase of a medical insurance plan of the retired member and shared by their spouse or common-law partner only, upon provision of acceptable receipts. The annual amount shall be prorated on a calendar year basis in the first and final years of entitlement.

## **ARTICLE 21- GROUP LIFE INSURANCE**

21.01 The Board agrees to contribute 100% of each officer's premium for enrolment in a Group Life Plan providing for four (4) times their annual salary rounded off to the nearest \$500.00, Dependant Life insurance in the amount of \$10,000.00 for the officer's spouse and \$10,000.00 for each of the officer's children, and Accidental Death and Dismemberment insurance. Coverage will be subject to the terms and conditions of the respective Insurance policies as fully described in the Master Policies.

21.02 Every officer shall become enrolled in the Plan on completing three (3) month service.

21.03 Upon retirement, an officer may elect to continue the Group Life and Dependant Life and Accidental Death and Dismemberment insurance coverage until age sixty-five (65) as effective at date of retirement at their own expense.

**ARTICLE 22- PENSIONS**

22.01 On date of employment an officer shall be automatically enrolled in the Ontario Municipal Employees' Retirement System.

22.02 The Board shall enter into an agreement with the Ontario Municipal Employees' Retirement Board to provide pensions for all officers as follows:

Supplementary past service pension benefits under O.M.E.R.S. shall be at a benefit rate of 2%, to produce a total pension at normal retirement age equal to the indicated percentage of each employee's best 60 consecutive month's average salary, multiplied by their years of credited service up to 35 years, reduced when the covered officer becomes entitled to a pension under Canada Pension Plan by .675% of such average salary of the Year's Maximum Pensionable Earnings under the Canada Pension Plan at retirement, whichever is the lesser amount, multiplied by their years of credited service after January 1, 1966.

22.03 The normal retirement age for all officers is sixty (60).

22.04 The Board through OMERS shall provide an early retirement benefit with O.M.E.R.S. to permit early retirement without actuarial reductions in benefits within ten (10) years prior to an officer's normal retirement date when:

- (a) the officer is declared by the employer to be unable to perform the duties of their employment due to mental or physical incapacity (partial disability); or
- (b) the officer has completed thirty (30) years of service with the employer.

The Board shall bear the cost of the past service for an early retirement plan (O.M.E.R.S. TYPE III) but contributions for future service shall be shared equally by the Board and the officer.

22.05 When an employee of the Sarnia Police Service elects to retire, they may receive the equivalent of two (2) weeks' vacation at their rate of pay at the time of retirement provided that they provide six (6) months' notice to the Chief of Police or their designate of their date of retirement. Should the officer elect to cancel their retirement, they will disqualify themselves from this clause and will not be entitled to re-apply to receive the retirement incentive described in this clause.

**ARTICLE 23- COURT TIME**

23.01 In this Article, court shall be deemed to be time spent by an officer during off-duty hours at any legal proceedings where the officer has been subpoenaed out of the officer's duties as a Police Officer. A court sitting shall include a morning, afternoon or evening session. Any witness fees paid to an officer shall be forthwith turned over to the Board by the officer as hereinafter provided by this agreement.

When an officer is required to meet with a member of the Crown Attorney's office during off-duty hours for case preparation, and the meeting is contiguous to legal proceedings that the officer is required to attend, and then the time will be treated as part of the same Court Time claim.

When an officer is required to meet with a member of the Crown Attorney's office during off-duty hours for case preparation, and the meeting is not contiguous to legal proceedings, then the claim will be treated as overtime in accordance with Article 14.

23.02 When an officer attends court during off-duty hours, the officer shall be granted credit for six (6) hours in the first hour and credit of one (1) hour for each hour or portion of an hour thereafter.

23.03 An officer required to appear in court on a morning prior to or after completing a midnight shift shall, in addition to the credits granted in Article 23.02, be granted such time off as is necessary to allow eight (8) clear hours off after being excused from court and before being required to report for the remainder of their next regularly scheduled tour of duty, without loss of time.

23.04 Where a supervisor deems it necessary for an officer to attend at the Police station for the purposes of picking up evidentiary material prior to a court appearance, and/or an officer is required to return such material to the Police station subsequent to a court appearance, he/she shall be granted court time in the amount of (1) hour. This time shall be granted in addition to the court time the officer would normally accumulate for the court appearance.

23.05 When an officer has arranged to take accumulated time off from their court time or statutory holiday time bank and the officer is subsequently scheduled to appear in court, the officer shall not have such arranged time off cancelled or rescheduled without their consent. Once having been notified of a required attendance in court, an officer shall not arrange time off to conflict with such court attendance.

23.06 (i) If the attendance of an officer of the Service is required at court during their annual vacation, they shall be allowed double the time as provided in Article 23.02. However, if an officer schedules their vacation at a time when they are aware a court appearance is required, the officer will be deemed to be working at the time of the required court appearance.

23.06 (ii) If an officer is compelled to attend court after booking annual vacation and this results in the officer forfeiting any deposits or payment from the annual vacation, the officer shall be reimbursed any financial loss as approved by the Chief of Police.

23.07 (i) An officer may, at their discretion, accumulate a "time off" bank in lieu of payment. Such accumulated "time off" shall be rescheduled to be used at a time mutually agreeable between the officer and the Chief or designate. The "time off bank" will be cleared by payment quarterly if the officer does not elect to take "time off" in lieu of payment by the end of each quarter.

23.07 (ii) It will be an officer's responsibility to indicate on the Court Time Claim Form whether the officer wishes payment or accumulated time so that the payroll department can take appropriate action.

23.08 An officer who is required to appear in court during off-duty hours may appear in civilian attire suitable to the Service if he/she so chooses.

23.09 Any officer receiving less than forty-eight (48) hours' notice of a cancelled court appearance is entitled to reimbursement of child care costs which result from the cancelled appearance. The Board will promptly reimburse the officer after it receives the care giver's paid receipt.

23.10 Should an officer be required to attend court while off on pregnancy/parental leave or any other approved unpaid leave of absence, said officer will be compensated in accordance with the provisions of Article 23.02.

23.11 A retired officer required to attend any court proceeding as a result of their duties during their employment shall be paid at the hourly rate of pay at which they were at upon retirement.

23.12 When a Member of the Service is required as a witness at a court appearance during their off duty time, if such court is cancelled for any reason, the Member shall receive notice no later than 6:00 p.m. one day prior to the date of the court appearance. If no notice is received the Member shall be paid the minimum of three (3) hours their regular rate of pay. Notification will be through the Everbridge System.

**ARTICLE 24- SHORT TERM/LONG TERM DISABILITY PLAN**

24.01 The Board shall provide, at its expense, a self-funded short-term disability and sick plan for all officers covered by this Agreement. Each new officer will be covered by the short-term disability and sick plan immediately upon becoming a member of the Sarnia Police Service.

a) The STD Plan will allow for 72 hours per annum of sick leave to be credited on a monthly basis at full salary and thereafter sick leave shall be at 75% of full salary.

b) An officer shall be eligible for a maximum of seventeen (17) weeks of coverage under the STD Plan for any one continuous absence. Should an officer return to work from an absence covered by this Plan and be absent again due to the same factors which caused the initial absence, then the seventeen (17) week period shall be considered not to have been interrupted for the purpose of the Plan where the intervening period of employment was four (4) calendar weeks or less.

Subject to the limitations of Article 24.01(k) of this Agreement, an officer who suffers a subsequent disability or illness or the recurrence of a disability or illness which occurs more than four (4) calendar weeks after the original incident of disability or illness shall receive benefits of the Plan from the first day of absence.

If an officer who is receiving benefits under the STD Plan is laid off or separated from Sarnia Police Service by reason other than retirement prior to the termination of an illness or injury, short-term disability benefits will be continued to a maximum of seventeen (17) weeks from the onset of the illness or injury.

c) An officer shall be permitted to accumulate at full salary sick leave credits from year to year to a maximum of 216 hours, however, no officer shall be eligible for more than 216 hours of absence at full salary, and such accumulated credits shall not be used for any other purpose.

d) All existing sick leave accumulations in effect prior to the implementation of the disability plans shall be frozen and shall remain to the credit of the officers.

e) All officers shall receive a certificate indicating the amount of sick leave, in hours, accumulated up to the date that the disability plans take effect. Officers shall be entitled once, during the month of January for each year, to inspect the records of their own "frozen sick leave" balance.

f) At the officer's option, which can be exercised at any time after five (5) years of service with the Board provided it is delivered in writing to the Secretary of the Board, the officer has the right to have their accumulation of frozen sick leave paid out as follows:

i) to be provided with a cash payout to a payee designated by the officer upon retirement, resignation or other termination to be paid at the salary rate applicable at the time of such termination of employment;

ii) to be provided with such sick time pay-outs to a payee designated by the officer as may be desired once per annum, such payout to be made at the rate of salary in effect at the time for the officer, and such pay-outs are not to be affected by any retro-activity resulting from negotiated or arbitrated amendments to the Collective Agreement. It is further understood that for each hour of time paid out to an officer, two (2) hours shall be deducted from their "frozen sick-leave" bank. Total payment shall in no case exceed 1040 hours.

iii) Any officer eligible for a payout of their remaining "frozen sick leave" may utilize these credits for additional vacation. Two (2) frozen sick leave hours can be used as an additional hour of vacation. Any additional vacation beyond a total of one (1) week per calendar year will require the approval of the Chief of Police.

Scheduling of additional vacation will be done in accordance with the collective agreement and the Sarnia Police Service practice(s).

g) If an officer dies prior to otherwise terminating their employment with the Board, the officer's estate shall be entitled to receive payment for one-half (1/2) of the total amount of outstanding "frozen sick leave" subject to the limitations of paragraph 24.01 (e) above.

h) Former Clearwater officers who were not eligible for a pay-out of sick leave credits shall not be eligible for pay-outs pursuant to paragraphs 24.01 (f) and (g).

i) Benefit coverages as per the Collective Agreement shall be continued while the officer is receiving salary continuance under the STD Plan.

j) Officers shall be permitted to use any accumulated "frozen sick leave", court time, statutory holiday time or annual leave time credits for top-ups of 75% days.

k) With respect to the absences covered by the STD Plan, there shall be a two (2) day waiting period prior to the commencement of coverage for the fifth and subsequent absence in each calendar year. Any officer suffering from a medically documented chronic condition shall not be subject to the two (2) day waiting period for recurring absences resulting from the chronic medical condition. To be eligible under this provision, an officer must annually submit medical documentation acceptable to the Chief, attesting to the chronic condition. The cost of these medical certificates shall be borne by the member.

l) The Chief or their designate may ask for a medical certificate for any absence of three (3) days or more or after the third occurrence of absence in any calendar year, and the cost of such certificate shall be borne by the Board up to a maximum of fifty dollars (\$50.00). In such case the receipt of a certificate acceptable to the Chief or their designate shall be a condition of payment under the Short Term Disability Plan. Notwithstanding the above, all medical certificates required after the fifth frequency in any twelve (12) month period shall be at the cost of the employee.

m) As established by the authorities on accommodation, officers shall co-operate in an early and safe return to work by maintaining reasonable communications as is necessary through the period of recovery and impairment with the Police Chief or designate and providing updates on changes to limitations and restrictions that may impact on the present or potential accommodation to facilitate a safe and early return to the workplace.

For greater clarity, reasonable communication will involve providing the duration of the limitations and will provide an update immediately after the expiry of the limitations period and the timely response to the Sarnia Police Services offer of accommodation for an early and safe return to work.

24.02 The Board shall provide, at its expense, a Long Term Disability (LTD) Plan for all officers covered by this Agreement effective from the first day of the month following the first month of employment. Subject to the provisions below the LTD Plan shall be as fully described in the Master Policy, however, it is strictly understood that the Board is not the insurer of the benefits.

a) The LTD Plan shall provide a benefit of 70% of gross pre-disability regular monthly earnings, to the LTD Plan ceiling of \$7,500.00 per month, for illness or injuries extending beyond seventeen (17) weeks in duration. The ceiling shall be reviewed after the settlement of each year's Collective Agreement.

b) The monthly employment, disability and retirement income receivable from all sources may not exceed 85% of pre-disability income, and the LTD Plan benefit may be reduced accordingly. The monthly benefit is reduced by a disability income payable under a government plan after the officer becomes totally disabled, including but not limited to a disability pension to which the disabled officer is entitled under the CPP/QPP excluding benefits for dependant children. Increases in the disability income payable under a government plan may occur because of an automatic adjustment in the cost of living. These increases will not further reduce the amount of the monthly disability benefit.

c) The LTD Plan benefits shall be payable until the earliest of:

- i) the insured person ceases to be disabled;
- ii) the insured person reaches normal retirement age; or
- iii) the insured person dies.

d) During the qualifying period and the 24 month period following it, "totally disabled" means that the officer has a medically determinable physical or mental impairment due to injury or disease which prevents the officer from performing the regular duties of the occupation in which he/she participated just before the disability period.

After the 24 month period, "totally disabled" means that the officer has a medically determinable physical or mental impairment due to injury or disease which prevents the officer from performing the duties of any occupation:

- i) for which he/she has at least the minimum qualifications;
- and
- ii) that provides an income that is equal to or greater than the monthly disability benefit available under this provision.

The availability of work for the officer does not affect the determination of "totally disabled".

e) Medical benefit coverages as per the Collective Agreement shall be continued for the 24 month period described in paragraph 24.02 (d) above.

f) The amount of life insurance to be continued in force under the waiver of premium provision will be the amount in effect on the effective date of disability, except that such amount will remain subject to reduction or termination in accordance with the terms of the policy as they existed on the effective date of disability.

g) The Board will provide the Association with a copy of the Master Policy of the LTD Plan.

h) The Association agrees that it shall be the Board's right to contract whichever carrier it sees fit and to change carriers whenever it deems necessary, however, no contract shall be entered into with any carrier which reduces a benefit set out in this Article, The Board shall notify the Association in writing of its intent prior to any change in carriers and shall offer the Association the opportunity of consultation prior to such change.

i) In the event an officer becomes incapacitated and unfit for duty through causes other than their employment, the officer may be dismissed by the Board except that:

i) This shall not include an officer who becomes incapacitated and unfit for duty because their employment as a special duty police officer; or

ii) this shall not include any officer while they are in the 24-month period as described in paragraph 24.02(d) of this Article.

j) After an employee is absent from duty for a continuous period exceeding twelve (12) months they shall accumulate annual vacation, statutory leave and sick leave benefits during the first twelve months only. After which time such benefit accumulation will cease. Upon the return to regular duty, the employee shall be entitled to accumulate such benefits prorated on a monthly basis. All officers off duty as a result of an accident or occupational injury or illness incurred in the performance of their duties for the Sarnia Police Service shall be paid full salary to net during the period off duty and only while in receipt of Workplace Safety & Insurance Board's total temporary disability benefits.

In addition to the above, officers joining the Sarnia Police Service prior to July 1, 1994 who were previously employed by another accredited Police Service shall be paid full salary to net during the period off duty due to accident or occupational injury or illness incurred in the performance of duties with the Police Service, and only while in receipt of Workplace Safety & Insurance Board total temporary disability benefits.

It is understood that such obligation shall cease upon the officer ceasing to be a member of the Sarnia Police Service.

k) The Board and the Association acknowledge their individual and shared responsibilities in providing accommodation for employees/officers with disabilities, as defined by the *Ontario Human Rights Code*.

**ARTICLE 25- PROMOTIONS & POSTINGS**

25.01 All promotions shall be governed by the Promotion Policy established by the Board, with input from the Association.

25.02 Off duty officers competing for promotion shall take part in any or all aspects of a competition at no expense to the Board.

**ARTICLE 26- SENIORITY/LAYOFFS**

26.01 Seniority is defined as the length of service of an officer from the first date of employment as an officer on the Sarnia Police Force or Clearwater Police Force. Probationary officers shall not have any seniority rights, but on completion of probationary employment their seniority shall date back to the day of which their employment began.

For identical seniority dates the tie breaker will be a lottery supervised by the Association and Sarnia Police Service representative(s) and the officers with the identical seniority dates.

26.02 Seniority shall cease and employment terminate if an officer:

(a) voluntarily quits the employ of the Board;

(b) is discharged for cause, and the discharge is not reversed;

(c) fails to report for work within seven (7) days after being notified by the Board by priority post to their last known address following a lay-off, fails to advise the Board within three (3) days of their intention to report for work pursuant to notification;

(d) is absent for three (3) consecutive working days without notifying the Board unless a satisfactory explanation is provided to the Board; or

(e) is laid off for more than twelve (12) consecutive months or has been absent due to illness or injury for a continuous period of twenty-eight (28) months.

26.03 In the event of a lay-off, officers shall be laid off in reverse order of their seniority. The Board shall notify officers who are to be laid off, fourteen (14) days prior to the effective date of lay-off, or award pay in lieu of the fourteen (14) days notice.

26.04 In the event of any future openings, laid-off officers shall be recalled in order of their seniority. No new officer shall be hired until those laid off and who still have seniority have been given the opportunity of recall.

**ARTICLE 27- LEGAL INDEMNIFICATION**

27.01 Subject to the other provisions of this Article, the Board shall indemnify an officer of the Police Service for reasonable legal costs incurred:

- a) in the defense of a civil action if the officer is not found to be liable, or is found to have acted in good faith;
- b) in defense of a criminal or statutory prosecution if the officer is found not guilty, or the charges against the officer are otherwise dismissed or withdrawn;
- c) in respect of any other proceeding in which the officer's manner of execution of the duties of their employment is or may be an issue. Without limiting the generality of "any other proceeding", such proceeding shall include a Coroner's inquest, any proceedings initiated by a public complaint, an investigation and inquiry under Part II of the *Police Services Act*, a public inquiry under the *Public Inquiries Act*, and any proceeding that may arise as a result of the assignment of the officer to duties outside Ontario, whether the proceeding occurs in Ontario or outside Ontario.
- d) In respect of a proceeding under Subsection 72(8) and/or 73(1) of the *Police Services Act*.

For greater certainty, officers 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 officers acting in their capacity as private citizens.

27.03 Counsel retained by officers must carry on a practice within 150 kilometres of Lambton County.

27.04 For the purposes of this provision, an officer shall not be deemed to be "finally acquitted" if as a result of the charges laid, he or she is subsequently found guilty of or pleads guilty to, other charges arising out of the same incident or incidents, but nothing in this clause will disentitle the officer to consideration under clause 27.01 hereof.

27.05 For the purposes of this provision, "necessary and reasonable legal costs" shall be based on the amount rendered by the solicitor performing the work subject initially to the approval of the City's solicitor and, in the case of a dispute between the solicitor doing the work and the City's solicitor, taxation on a solicitor and client basis by a taxation officer. Any bills or accounts received by an officer must be submitted as original to the Board, by delivery to the Chief of Police, within 20 days of the date said account is received by the officer.

27.06 Notwithstanding the provisions of Article 27.01, any police officer who as a result of their duties may be directly involved as determined by the Chief or their designate in an occurrence investigated under the provisions of part VII of the Police Services Act shall be entitled to legal consultation. Legal counsel(s) shall be provided at the Board's expense, immediately after the occurrence and during investigation period, for the purpose of providing legal advice and guidance to the officer or officers involved. For greater certainty, the parties agree that "after the occurrence" shall mean in the time period immediately following the occurrence, including such time as is necessary for the collection of relevant information or materials. The parties further agree that subsequent meetings involving officer(s) and counsel will be covered by the Board where the Chief of Police, or their designate, is given advance notice of the meeting, and consents to covering legal expenses. It is understood that coverage for subsequent meetings will not be unreasonably withheld. In the event that the Chief, or their designate, denies covering legal expenses, he will provide notice to the Association President, or designate, within twenty-four (24) hours. The provisions Article 27.03 clause. The provisions of

this clause shall not mitigate an officer's duty to complete reports and report to and respond to the Chief or their designate or to complete such other duties or assignments as may be required by the exigencies of service.

**ARTICLE 28- DISBANDMENT**

28.01 In the event the municipal council requests that the Police Services governed by this collective agreement be disbanded in favour of an Ontario Provincial Police contract, the parties agree that they shall meet together and negotiate, in good faith, issues of concern arising from the disbandment. These negotiations shall be without prejudice to the position of either party concerning any issues.

28.02 The parties agree that the issues to be negotiated may include, but are not limited to:

- a) costs, if any, relating to transfers of pensions;
- b) severance arrangements for officers not offered employment by the Ontario Provincial Police or any other accredited police service;
- c) provisions dealing with officers who are absent from duty by virtue of illness or injury;  
and
- d) provisions dealing with the continuation of existing rights or retired officers.

28.03 In the event the parties are unable to reach an agreement either may refer outstanding issues to interest arbitration as provided for in the Act.

**ARTICLE 29- DURATION**

29.01 This Agreement shall go into effect as of the 1st day of January, 2020 and shall remain in effect until the 31st day of December, 2023 and thereafter until replaced by a new Agreement, Decision or Award.

29.02 The Association may at any time within 90 days prior to the expiration date of this Agreement. Give notice to the Board suggesting amendments to or termination of the Agreement. The Board agrees to meet the Association within 30 days of receipt of such notice. Such 30 day time limit may be extended upon mutual consent of the parties.

DATED AT SARNIA, ONTARIO this day of \_\_\_\_\_, 2021.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands the day and year first above written.

***THE SARNIA POLICE SERVICES BOARD***

Chair \_\_\_\_\_  
  
Chief of Police \_\_\_\_\_  


***THE SARNIA POLICE ASSOCIATION***

\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_

**LETTER OF UNDERSTANDING**

*between*

**Sarnia Police Service**

*and*

**Sarnia Police Association**

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**Re: Accommodation of Disabled Members**

The Sarnia Police Service Board and the Sarnia Police Association are committed to working co-operatively to accommodate temporary and permanently disabled members in accordance with the Police Services Act of Ontario and the Ontario Human Rights Code.

The Board and the Association agree that safe and effective accommodation of a member's return to work can only be done with the appropriate information while respecting the member's rights under *The Personal Health Information Protection Act, 2004*.

For the safe return to work of a member, the parties agree that the member must disclose information to the Service as requested on the attached "Workers Ability Report."

If the member cannot return to any duties or is on modified duties, the "Workers Ability Report" shall be completed by the member's physician at reasonable intervals to identify any changes to the member's disability status and/or accommodation requirements.

Costs associated with obtaining the required "Workers Ability Report" shall be reimbursed by the Board when the completion of the report is requested by the Chief or their designate.

If the Chief is of the opinion that the appropriate information to accommodate the member safely was not received, the Service will notify the member identifying the information to be provided from the member's physician.

Upon receipt of the updated information, should the Chief decide for cogent reasons that the member's physician still has not provided reasonable information to satisfy the Chief's legislative responsibilities for accommodation or where the Chief has received conflicting medical opinions, the Chief will notify the member and the Association that an Independent Third Party review is required. The member may choose the Independent Third Party physician from a list of three physicians whose names have been provided by the employer.

To enable this process, the employee will be responsible for authorizing their own physician to provide all medical documentation related to the member's current disability to the physician chosen to provide the independent third party review and for authorizing the independent third party physician to have access to all medical evidence related to the member's current disability. Failure to provide this authorization will result in the denial of sick leave benefits.

The independent third party physician's review will provide a) confirmation or denial of the need for accommodation or b) If accommodation is needed, provide recommendations related to the employee's limitations and restrictions along with the suitability of suggested accommodations, if applicable.

If the above is not appropriate or if the above independent review recommends further assessments, arrangements will be made through the member and the member's association representative.

All travel expenses associated with the above process will be reimbursed in accordance with Sarnia Police Service Travel Allowance policy.

This Letter of Understanding will be appended to and form part of the Collective Agreement.

**FOR THE ASSOCIATION**



\_\_\_\_\_

Date

**FOR THE POLICE SERVICE**



\_\_\_\_\_



Date

**LETTER OF UNDERSTANDING**

*Between*

**Sarnia Police Service**

*And*

**Sarnia Police Association**

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**Re: Promotional Process**

The Sarnia Police Association and the Sarnia Police Services Board share a common goal and desire to provide a positive working environment and a fair and transparent promotional process. Therefore, both parties commit hereto to meet within ninety (90) days upon ratification of a new agreement to discuss the possibility of making changes or maintaining the current promotional/selection process for uniform employees.

**FOR THE ASSOCIATION**



\_\_\_\_\_

Date

**FOR THE POLICE SERVICE**



\_\_\_\_\_

02 MAR 2021

Date

