

Sarnia Police Service Board

And the

Sarnia Police Association



Civilian Collective Agreement

2025-2028

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ARTICLE 1 – DEFINITIONS

1.01 The following definitions are recognized within this agreement:

“Administrator” shall 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.

“Association” shall mean the Sarnia Police Association.

“Board” shall mean the Sarnia Police Service Board.

“Commander” shall mean the senior officer or civilian executive (e.g. Inspector or Director) in the member's chain of command who reports directly to the Chief or Deputy Chief.

“Chief of Police” means the Chief of the Sarnia Police Service or their designate.

“Consecutive days” includes both work and rest days

“Continuing Full Time Employee” (CFT) means an employee employed on a full time basis, not pursuant to a time-delineated contract.

“Contract Employee” means an employee of the Sarnia Police Service working other than in a continuing full time capacity.

“Discretionary Time” means time off credit not selected as part of the annual draw. The application to use these time credits by the employee is subject to approval/agreement of the Service, the rules for which shall be outlined in service policy.

“Employee” shall mean any civilian employee employed by, or a member of, the Sarnia Police Service. This includes special constables and police cadets.

“Home job assignment” shall mean the full time position held by the employee regardless of any temporary assignments.

“Immediate supervisor” shall mean the person to whom an employee directly reports.

“Month” is a generic period of time that is considered to consist of 30 consecutive days.

“Term” a fixed or limited period of time, with a defined start and a defined end.

1.02 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 civilian employees of the Sarnia Police Service shall be covered by this Agreement and shall be subject to the terms and conditions herein. Subject to the provisions of the Community Safety and Policing Act, the Board recognizes the Association as the exclusive bargaining agent for all civilian employees of the service. This article does not apply to members of a Senior Officers Association if and when it comes into effect for the Sarnia Police Service.

This does not prevent the removal of personnel from the Association pursuant to any provisions of the Community Safety and Policing Act. It also does not prevent the removal of civilian personnel to formulate a Senior Officer's Association, subject to any necessary conditions or agreements between that Senior Officers Association and the Sarnia Police Association.

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 civilian employees 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 civilian employee of the Sarnia Police Service eligible for membership shall become a member of the Association provided that the Association does not at any time, by any of its employees or representatives, exercise or practice upon civilian employees 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 civilian employee because of their relationships in or in connection with the Association, and that membership in the Association by civilian employees 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 employees acknowledge that management rights shall include:

- a) maintain order, discipline and efficiency;
- b) hire, discharge, promote, demote or discipline employees, provided that a claim of discriminatory promotion, demotion, or a claim that an employee 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, direct, 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 its sworn Officer 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.

4.04 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); CSPA 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 (a) 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 Community Safety and Policing Act or the regulations passed thereunder.

(b) 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.

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

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

(e) The Association Grievance Committee shall be comprised of four (4) members of the Association, in accordance with Association bylaws.

(f) Any order, decision, directive or interpretation by an employee of the Sarnia Police Service that forms the basis of a grievance shall commence with the presentation of the grievance to the civilian or sworn 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.

(g) Before initiating any grievance, or before proceeding to any Step levels, the employee is encouraged to seek the advice and assistance of the Association and or the Association's Grievance Committee, though failure to do so shall not invalidate the employee's right to pursue the grievance up to the end of Step 4.

Step 1 – Supervisor

5.02 (a) Any employee 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 employee's immediate supervisor. The employee and/or their representative must clearly inform the supervisor, prior to any discussion, that this is an initiation of a formal grievance procedure under the Collective Agreement. The employee and the supervisor shall make every reasonable effort to resolve the grievance at this stage.

(b) The supervisor shall state their decision orally to the grievor within five (5) working days after the discussion. The supervisor shall submit a summary of the oral decision, in writing, to their Commander and the grievor. Within five (5) working days the grievor or their representative shall, in writing, notify the Commander and supervisor of agreement or disagreement. If no agreement is reached, the grievance proceeds to Article 5.03.

Step 2 - Commander

5.03 (a) Within ten (10) working days of receipt of notice under Article 5.02(b) that the grievance is proceeding to Article 5.03, the Association shall provide a written confirmation to the Commander that they are supporting this grievance process and the Commander shall meet with the employee and/or their Association representative and/or the grievor's supervisor. The Commander shall make every reasonable effort to resolve the grievance at this stage.

(b) Within ten (10) working days of that meeting, the Commander shall submit a written summary of their decision to the employee, Human Resources, and the Chief of Police. Within five (5) working days the grievor or their representative shall notify the Commander and Chief of Police of their agreement or disagreement in writing. If no agreement is reached, the grievance proceeds to Article 5.04.

Chief Countermand Authority

(c) Any decision reached under Article 5.02 or 5.03 may be reviewed, altered, or rescinded by the Chief of Police. Should the Chief intervene under this authority, the grievor and their representative shall be notified forthwith, and if they do not agree, the Grievance shall be considered to have been moved to Article 5.04 by the Chief of Police.

Step 3 - Chief of Police

5.04 (a) If the grievance is not resolved satisfactorily at Articles 5.02 or 5.03, the employee and/or the Association Grievance Committee or its representative shall reduce the grievance to writing and submit it within ten (10) working days after the decision has been submitted at 5.03(b) to the Chief. The Chief may elect to meet with the employee and/or their Association representative to discuss the grievance.

(b) The Chief shall render a written decision and deliver it to the employee and/or the Association Grievance Committee within ten (10) working days after receipt of written presentation of the grievance at Article 5.04(a).

(c) Within five (5) days of receipt of the Chief's decision under 5.04(b), the grievor or their representative shall, in writing, notify the Chief of Police of their agreement or disagreement. If no agreement is reached, the grievance proceeds to Article 5.05

Step 4 – Police Service Board

5.05 If no settlement is reached at Article 5.04, the employee and/or the Association Grievance Committee or its representative, may within **ten (10)** working days of receipt of the decision of the Chief or the Chief's designate, submit the grievance in writing to the Board which shall then fix a time within **two (2) months**, at which time it will hear submissions from the employee and/or the Association Grievance Committee or its representative. The Board will notify the employee and the Committee in writing of its decision within ten (10) working days of the hearing.

5.06 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) employee, or
- b) the interests of either party,

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

5.07 The time limits in this Article may be extended at any stage by mutual agreement.

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

5.09 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 Community Safety and Policing Act. If no request to proceed to conciliation or arbitration is made within thirty (30) 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.

5.10 An aggrieved employee 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 All continuous full time (CFT) employees shall receive their annual vacation allotment, on January 1st of the year for which their entitlement is triggered. This per-year allotment is based on completed calendar years of eligible full time employment, as follows:

- a) From start date to three (3) fully completed calendar years (Jan 1-Dec 31), eighty-seven (87) hours; the partial first year of employment is to be prorated for eligible time worked.
- b) Over four (4) completed calendar years, one hundred and twenty-two (122) hours;
- c) Over ten (10) completed calendar years, one hundred and forty (140) hours;
- d) Over fifteen (15) completed calendar years, one hundred and seventy-five (175) hours;
- e) Over twenty (20) completed calendar years, two hundred and ten (210) hours;
- f) Over twenty-five (25) completed calendar years, two hundred and twenty-eight (228) hours
- g) Over thirty (30) completed calendar years, two hundred and forty-five (245) hours.

For the purposes of this Article, “eligible employment” means uninterrupted and continuous service with the Sarnia Police Service Board in either a civilian or formerly sworn capacity.

6.02 Contract employees with the Sarnia Police Service who become CFT employees, shall have their starting CFT vacation allotment determined by their total contract equivalent years of service. One (1) full year of vacation calculation, for the purpose of this article, shall be credited for each completed period of paid 1,820 hours worked.

6.03 Any employee hired externally into the Sarnia Police service may be granted their annual vacation allocation commensurate with Article 6.01, or as negotiated, subject to approval of the Chief of Police. Their first year with the Sarnia Police Service shall be prorated based on worked eligible time. Seniority is not transferred. The Association shall be consulted prior to and notified of any approval outside of Article 6.01 rates.

6.04 All annual vacation credits must be taken in the calendar year for which they are earned. The unit vacation selection list (i.e. annual vacation draw) shall be posted by January 15th. Employees shall be provided with an opportunity to submit their vacation selections within their work unit, and must do so within the selection time allocated by their supervisor. Work unit vacation selections are to be submitted to the Chief of Police for approval no later than February 15th. The annual draw will be based on seniority and administered via service policy.

Vacation selected under this section shall not be rescheduled without written permission of the Chief of Police or pursuant to applicable exceptions within this Collective Agreement. However, an employee may apply to cancel their vacation selection, returning their time allocation to their time banks. Such time is then subject to any discretionary time rules. Any cancelled vacation selected under this section is not eligible for payout or carryover into subsequent years.

6.05 An employee may choose not to schedule up to thirty five (35) hours of their vacation allotment by February 15th but shall schedule all remaining time by September 1st. Employees must notify their supervisor of any vacation credits not scheduled by September 1st. The supervisor shall make reasonable effort to schedule these vacation credits at a time mutually agreeable between the Service and the employee. Any remaining time may be assigned by the Chief of Police. Any vacation allotment not selected as per Article 6.04, is subject to discretionary time rules and not eligible for carry over into subsequent years.

6.06 Vacation credits selected under Article 6.04 (annual draw), if the approved selection cannot be granted, and the employee is unable make a mutually satisfactory arrangement for

another time period by September 1st, and the vacation time cannot be reassigned by the Chief of Police, any remaining unused time shall be: Paid out at pursuant to Article 14, or carried over and scheduled into the first quarter of subsequent year, at the discretion of the Chief of Police. Carried time is not part of the subsequent year's annual draw.

ARTICLE 7 – PUBLIC AND DECLARED HOLIDAYS

7.01 Public Holidays shall be designated, including the dates of each holiday, in accordance with the Employment Standards Act (ESA) of Ontario.

7.02 All continuous full time (CFT) employees shall be granted nine (9) seven (7) hour days annually in lieu of public holidays. This time shall be granted in the form of sixty-three (63) hours, and shall be added to each employee's public time bank on January 1st of each year. For any partial years worked, entitlement to public holidays will be prorated for time worked within the year of the annual allotment.

This article does not apply to contract employees who receive pay in lieu of holiday time pursuant to the ESA.

Public Holidays	New Year's Day Family Day Good Friday Victoria Day Canada Day Labour Day Thanksgiving Day Christmas Day Boxing Day
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7.03 Any CFT employee required to work upon a public holiday specified under Article 7.02 shall be paid at the rate of time and one half of their regular hourly rate for all time actually worked on the said public holiday. However, the Chief may direct an employee to take public holiday leave (as time off) on the holiday, or on the day that the Service is celebrating the holiday subject to not less than three (3) days' notice.

Any employees working in relation to the courts, shall align their public holiday entitlement for when the courts designate them.

Any CFT employee required to work overtime on these days shall be paid at a rate of two and one quarter (2.25) times the regular hourly rate.

7.04 In addition to the public holidays granted under Article 7.02, the following additional floating public holidays shall be granted in time off credit at a rate of seven (7) hours per holiday. These hours are added to the employee's public holiday time bank, to be taken as time off at the discretion of the employee and if agreeable to the service. Alternatively, floating public holiday time may be converted to pay at straight time (Article 14 does not apply to this calculation). Article 7.03 does not apply to this article.

Floating Public Holidays	Easter Monday Civic Holiday National Day of Truth and Reconciliation Remembrance Day
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7.05 CFT employees assigned to a position which normally requires the employee to work only on or between Mondays to Fridays, shall be deemed to receive Public Holidays (under Article 7.02) off with pay on the day the holiday occurs. These allocations will be assigned and deducted from the employee’s holiday time bank by February 1st of each year. The deductions will be for the paid scheduled hours the employee works on that day (e.g. 7 hours for 8 hour shifts, 10.5 hours for 12 hour shifts).

7.06 All CFT employees will receive floating public holidays (Article 7.04) in their time banks to be taken as time off, at a time mutually agreeable (whenever possible) between the employee and the Chief of Police.

7.07 Each employee shall make all reasonable and consistent efforts to schedule or incrementally consume their public holiday time banks before the end of each calendar year. If employees do not elect to schedule their time off by October 1st, the Chief or their designate may schedule the time off according to the needs of the Service. No unused public holiday time is eligible for payout or carryover except in exigent circumstances and with approval of the Chief of Police. Article 14 does not apply to the public holiday time payout.

7.08 When employment with the Sarnia Police Service is commenced or terminated (including through retirement), and including any incomplete calendar years of employment, employees shall have their public holiday allocation prorated based on eligible time worked within that calendar year.

7.09 If any additional public holidays are granted, they will be considered to be represented under the existing “floating public holidays” allotment.

ARTICLE 8 – BEREAVEMENT LEAVE

8.01 An employee shall be granted a single paid leave of absence (no pay deductions) to attend a family funeral, or a Celebration of Life, upon each death of a family member as outlined under this Article. Leave time granted under this article is inclusive of both scheduled shifts and rest days. Any leave granted is to be taken immediately prior to and inclusive of the day of the funeral or Celebration of Life. For the purpose of this article, step relationships shall be recognized.

8.02 An employee shall be allowed up to seven (7) consecutive days off to attend the funeral of the employee's father, mother, sister, brother, spouse, child, or any dependent relative living with the employee, whose physical and financial care are the responsibility of the employee.

8.03 An employee shall be allowed four (4) consecutive days off to attend the funeral of the employee's father-in-law, mother-in-law, sister-in-law, brother-in-law, grandparent or grandchild.

8.04 An employee shall be allowed two (2) consecutive days off to attend the funeral of an aunt, uncle, niece, nephew, or grandparent of the employee's spouse.

8.05 An employee shall be allowed up to one (1) day off to attend on the day of any funeral in which he/she is acting as a pallbearer. This clause is intended to allow the employee such time as is necessary to perform their duties as pallbearer.

8.06 Any extensions of the time limits in this Article shall be at the discretion of the Chief of Police.

8.07 Leave under this article is available to be approved within six months from the date of the eligible death.

ARTICLE 9 – LEAVE OF ABSENCE

Association Leave

9.01 A maximum of four (4) members (civilian or officers) 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.

- (a) The total aggregate time permitted for all Association business under Article 9.01 shall be no more than four hundred (400) hours in a calendar year. The Service shall not incur overtime or backfill as a result of the absences unless approved by the Chief of Police.
- (b) In the event a member of the Association represents another Association member at a disciplinary proceeding or grievance proceeding, interest arbitration hearings (mediation/arbitration); CSPA disciplinary hearings, or SIU consultations, the Association member representing the other member will not have deducted, any time or wages for attendance at the proceeding during their regularly scheduled hours. The Association President and/or their designate will inform their supervisor(s) as soon as practicable when it is necessary to attend meetings under this Article
- (c) The Association agrees that it will respect the needs and desires of the Service, and commits to continuing the reasonable use of such leaves.

Parental Leaves

9.02 Employees shall be entitled to pregnancy (maternity) leave and/or parental leave in accordance with the provisions of the Employment Standards Act or any successor legislation.

- (a) An employee intending to go on pregnancy leave shall submit a written notice to the Chief of Police and supply a certificate from a regulated health provider confirming the pregnancy and estimated due date.
- (b) An employee intending to go on parental leave shall submit a written notice to the Chief of Police as soon as practicable, and supply a certificate from a regulated health provider confirming the pregnancy and the estimated leave dates.

Notwithstanding the provisions of the Employment Standards Act, CFT employees shall further receive the following under Articles 9.03 and 9.04.

9.03 Members in receipt of parental benefits under the Employment Insurance Act ("EI benefits"), shall be eligible to receive:

- (a) Supplemental “top up” benefits such that the member’s total income (including any other sources of income) is seventy-five (75) percent of their base pay, exclusive of Article 15, for a maximum of ten (10) weeks, subject to Provincial or Federal regulations. This includes the first week EI “waiting period”.
- (b) Employees must provide proof of application for and receipt of Employment Insurance benefits in order to receive payment under 9.03(a).
- (c) If an employee chooses to take the extended parental benefits term, the amount paid and the accrual of any time credits, would be equal to only the amount which would be paid during the standard parental term.

9.04 Members in receipt of maternity benefits under the Employment Insurance Act (“EI benefits”) shall be eligible to receive:

- (a) Supplemental “top up” benefits such that the member’s total income (including any other sources of income) is eighty (80) percent of their base pay, exclusive of Article 15, for a maximum of nineteen (19) weeks, subject to Provincial or Federal regulations. This includes the first week EI “waiting period”.
- (b) Employees must provide proof of application for and receipt of Employment Insurance benefits in order to receive payment under 9.04(a).
- (c) If an employee chooses to take the extended parental benefits term, the amount paid would be equal to only the amount which would be paid during the standard parental term.

9.05 Upon request, Proof of receipt of EI benefits may be requested by the Service on a bi-weekly basis or as reasonably required for the SPS to administer this Article.

9.06 While on pregnancy/parental leave a member shall continue to accumulate seniority and credit for service for the purposes of salary and all other increments. The Service shall continue to provide the member with vacation, STD credits, insurance, welfare, medical, dental, pension and all other benefits specified by the Agreement. However, while on parental or pregnancy leave, the employee receives public holiday and EI benefits per the ESA and Government of Canada regulations.

9.07 An employee who provides a certificate from a legally qualified medical practitioner, stating that she is pregnant and recommending that she be placed on modified 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 employee elects to commence pregnancy leave.

Unpaid Leave of Absence

9.08 An employee on an unpaid leave of absence for a continuous period of thirty (30) days or more 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 employee of the premium.

9.09 An employee may apply to the Chief of Police for unpaid leave for personal pursuits. Unpaid leaves are approved at the discretion of the Chief of Police and are to incur no cost to the Service.

9.10 Unless otherwise defined in legislation (e.g. protected leaves), any employee on an unpaid leave or unpaid absence from the Service, shall not accumulate seniority, annual vacation,

public holiday leave, or any other employer paid benefits retroactive to the commencement of the unpaid time, unless otherwise specified in this Agreement.

An unpaid leave may also result in the loss of any assignments or positions that accrue paid premiums and further that the employee may be reassigned (within their current role) upon commencement of or return from unpaid leave, based on exigencies of the service.

9.11 Any leave of absence shall ensure that any banked, accrued, public holiday or vacation time is expended within the calendar year in which it was earned. This includes utilizing earned time prior to, or immediately following, the leave. In exigent circumstances, employees may apply to the Chief of Police to have any unused earned time carried over and scheduled within the first quarter of the following year (January 1 – March 31).

9.12 At the conclusion of any approved term of leave, employees will return to work as scheduled. Any extension of the leave or request to terminate it earlier, must be submitted as soon as practical or at minimum two weeks prior to the end of the approved leave term. Approvals for extension or early termination are at the discretion of the Chief of Police.

ARTICLE 10 – HOURS OF WORK

10.01 The normal working schedule shall consist of five (5) days of eight (8) scheduled hours inclusive of unpaid lunch. The normal paid hours of work shall be seven (7) continuous hours per day, thirty-five (35) hours and five days per week, or as agreed to by the Association and the Chief of Police. The Chief of Police may implement these shift schedule arrangements after consultation and discussion with the association, subject to Articles 10.03 and 10.04.

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 employees assigned to work an eight (8) hour shift shall be allowed one (1), 60 minute unpaid period of lunch per shift. All members assigned to work a ten (10) hour shift shall be allowed one (1), 1.25 hour period for lunch per shift. Employees assigned to work a twelve (12) hour shift shall be allowed two (2), 45 minute of lunch periods, which may be combined into a single one and one half (1.5 hour) lunch, at the discretion of the supervisor. The Service may schedule lunch periods.

10.04 No employee shall be scheduled to work more than 2080 (paid for 1820) hours per year. Any CFT employee required to work in excess of this annual amount shall be paid in accordance with the overtime provisions of this Agreement.

It is mutually agreed that payment of salaries shall be calculated on the basis of a thirty-five (35) paid hour work week.

10.05 Any CFT employee assigned to work on their regular day off shall not have such day off reassigned without their consent, unless otherwise specified in this agreement.

10.06 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 employee's regular rate of pay. It is understood that this article is

limited to the employee participating in the training. Articles 10.05, 14.02 and other articles in the Collective Agreement or past practices that pertain to the scheduling of work do not apply to this Article.

10.07 Hours of work on a scheduled working day may be adjusted, within that working day, for operational purposes provided a minimum of 48 hours' notice is given.

10.08 Employees working twelve (12) hour shifts may incur the equivalent of an additional 1.75 paid hours of work each seven (7) day week. This accrued time, of ninety-one (91) hours, shall be allocated annually in a time bank to be taken at a time mutually agreeable between the employee and the service. This allocation may be prorated for ineligibility and/or partial years.

Each employee eligible for accrued time, shall make all reasonable and consistent efforts to schedule or incrementally consume their accrued time bank before the end of each calendar year. No unused accrued time is eligible for payout or carryover except in exigent circumstances and with approval of the Chief of Police.

10.09 Employees shall report at the location to which they are assigned on time and to be in all respects prepared for duty at the commencement of their shifts.

10.10 Employees using accumulated vacation, public holiday, accrued, banked or sick time credits, shall have the credits applied in amounts equal to the actual number of paid working hours taken off.

ARTICLE 11 – EQUIPMENT

11.01 The Board shall provide employees of a police service all articles of uniform and equipment necessary for the performance of their duties but, if an article of uniform or piece of equipment is damaged or lost through the fault of the employee of the police service, the employee shall bear the cost of the replacement.

11.02 A list of approved uniform and equipment for civilian employees shall be maintained by the Chief of Police. Changes to the list shall be at the discretion of the Chief of Police after consultation with the Association.

11.03 All employees assigned janitorial, property, vehicle maintenance, identification and Special Constables and Cadets shall be provided with approved clothing. This clothing shall be replaced as necessary upon approval of the Chief or designate after inspection of the article (clothing) has been made.

11.04 The Chief of Police may provide one-time clothing issuances to employees. These one-time issuances are not subject to re-issuance under 11.03 or replacement.

11.05 Active employees performing uniformed Special Constable or Cadet duties shall be provided with an annual footwear allowance up to \$250.00. Receipts for one pair of service-approved footwear may be submitted annually for reimbursement under this section.

ARTICLE 12 – CONTINUING FULL TIME AND CONTRACT EMPLOYEES

12.01 A new continuing full time (CFT) employees shall be considered a probationary employee for the first twelve (12) consecutive months of employment. The employee may be discharged at any time during the probationary period without recourse to the grievance procedure. The probationary period will be extended by any time lost due to illness or absences of one (1) week or longer by a corresponding period of time.

12.02 Contract employees are deemed to be other than those employees appointed to continuing full time service with the Service.

Students are also contract employees. However, students are not part of the SPA and are hired to perform general duties. Student employment or cooperative education should not be utilized to reduce CFT or other contract employees.

12.03 Additional conditions of employment for contract employees:

- (a) The Association shall be notified in writing of all contract employees appointed to the Service. The Service shall provide the Association with details regarding the position classification to be filled, hours of work, pay grade level, and contract duration and expiry date.
- (b) Employment shall commence and cease as per the employment contract term, as agreed by the Service and the employee at contract acceptance.
- (c) Unless otherwise specified, contract terms shall be a full calendar year from the first day worked (e.g. January 1 of year 1, to December 31 of year 1).
- (d) Contract extensions or renewals may be granted, in writing, by the Sarnia Police Service. If no offer of an extension or renewal is made by Sarnia Police Service, employment is presumed to conclude at the end of the contract term.
- (e) The Sarnia Police Service will notify the Association prior to any contract renewals or extensions. Whenever possible, the term of the renewal or extension should be mutually agreeable between the employee, the Association, and the Service.

Article 25 does not apply to contract employment extension or renewals.

- (f) Pay advancement (grid levels) shall occur at the same rate as continuing full time employees, based on total paid hours worked within the job classification (e.g. the 1820 equivalent hours of a full time year). Grid advancement, once the hourly requirement is met, shall also require a completed and satisfactory performance appraisal recommending the employee's advancement.
- (g) Contract employees may not be transitioned to CFT status, except through application for internally or externally posted positions under Article 25.

- (h) Article 14 (overtime) shall only apply to contract employees for hours worked in excess of forty-four (44) hours within a one-week period.
- (i) Rates of pay for contract positions are determined in accordance with Article 13.
- (j) Article 15.06 (Recognition Pay) shall be applied to contract employees based on their total equivalent years of service, provided they have worked a minimum of 700 hours within the eligible year.

12.04 In addition to and notwithstanding those articles specific to contract employees, the following articles shall also apply to contract employees: 1, 2, 3, 4, 5, 9.02, 10, 11, 12, 16.02, 19, and 22.

12.05 The provisions of Article 8 (Bereavement Leave) shall apply to contract employees, with the provision that such leave shall be applied only to any pre-scheduled hours within the bereavement leave term.

12.06 Contract employees shall receive vacation pay and public holiday pay in accordance with the Employment Standards Act. Employees will be provided with Vacation Pay on each bi-weekly pay period as it accrues.

12.07 Contract employees shall receive 7% of the regular pay in lieu of benefits.

12.08 Contract employees who have completed seven hundred 700 hours worked and who work a minimum of twenty (20) hours per week on an ongoing basis may, at their own cost, participate in the following while continuing to receive 7% of their salary in lieu of benefits:

- (a) the Extended Health Care (including Vision) and Dental Benefits Plans. If the contract employee chooses not to participate in the Extended Health Care Plan or opts out after enrollment and wishes to participate at a later date, they may only do so if there is an eligible life event as defined by the insurance carrier.
- (b) the Dental Plan, however they must remain in the Plan for a minimum of two (2) years. If the employee opts out of the Plan, they would be eligible to rejoin only if there is an eligible life event.
- (c) In all cases, should a part-time or contract employee be in receipt of health care benefits from the City of Sarnia benefit program or any other source, from the course of their employment, they will not be entitled to receive the 7% of their regular pay in lieu of benefits.

12.09 It is understood that the Board shall not engage contract employees in such a fashion as to eliminate continuing full-time positions.

ARTICLE 13 – SALARIES AND ALLOWANCES

13.01 The following annual salaries shall be paid in accordance with their effective dates. Bi-weekly pay rates are calculated as the employee's annual salary divided by the number of pay periods within that calendar year.

For the purpose of overtime or any hourly changes to wages, hourly rates are calculated on the basis of the employee's annual salary divided by 1,820 hours. Hourly rates will be adjusted as of the date annual salary changes (e.g. promotion or new job assignment).

13.02 Employees shall advance to the next highest level in their salary grid upon completion of 1,820 paid regular hours (one (1) year) in the previous level (not inclusive of WSIB, STD over 30 days, or LTD) and an approved performance appraisal recommending advancement to the next grid level.

In exceptional and meritorious circumstances, supervisors may make recommendations to the Chief of Police to have employee advancement accelerated. Any advancement is subject to approval of the Chief of Police.

13.03 Upon becoming aware of a payroll overpayment or underpayment, Finance shall investigate and notify the impacted member(s). At the earliest opportunity, any payment corrections shall be made at the next possible pay period. No pay reductions to correct overpayments shall exceed 20% of the normal net payment within any one pay period, provided full repayment occurs within the current tax year. The member and Finance Director may mutually agree to alternate payment schedules. If no agreement can be reached, the finance director may impose a repayment schedule.

13.04 Acting positions and other temporary assignments into other job roles are paid only while the member is assigned to and performing those full duties, unless otherwise specified in this agreement. All employees will revert to their permanent job assignment when not performing these temporary roles.

13.05 Salary rates by grid January 1, 2025 – December 31, 2025 (4% increase)

Level	Year 1 (85%)	Year 2 (90%)	Year 3 (95%)	Year 4 (Job Rate)
Civilian Level 10	122,635	129,849	137,063	144,277
Civilian Level 9	113,291	119,955	126,619	133,283
Civilian Level 8	104,653	110,809	116,965	123,121
Civilian Level 7	96,679	102,366	108,053	113,740
Civilian Level 6	89,312	94,566	99,819	105,073
Civilian Level 5	82,503	87,356	92,209	97,062
Civilian Level 4	76,218	80,701	85,185	89,668
Civilian Level 3	70,411	74,552	78,694	82,836
Civilian Level 2	65,042	68,868	72,694	76,520
Civilian Level 1	60,087	63,621	67,156	70,690
Police Cadet				58,337

Hourly rates by grid January 1, 2025 – December 31, 2025 (4% increase)

Level	Year 1 (85%)	Year 2 (90%)	Year 3 (95%)	Year 4 (Job Rate)
Civilian Level 10	67.38	71.35	75.31	79.27
Civilian Level 9	62.25	65.91	69.57	73.23
Civilian Level 8	57.50	60.88	64.27	67.65
Civilian Level 7	53.12	56.25	59.37	62.49
Civilian Level 6	49.07	51.96	54.85	57.73
Civilian Level 5	45.33	48.00	50.66	53.33
Civilian Level 4	41.88	44.34	46.80	49.27
Civilian Level 3	38.69	40.96	43.24	45.51
Civilian Level 2	35.74	37.84	39.94	42.04
Civilian Level 1	33.01	34.96	36.90	38.84
Police Cadet				32.05

13.06 Salary rates by grid January 1, 2026 – December 31, 2026 (3.5% increase)

Level	Year 1 (85%)	Year 2 (90%)	Year 3 (95%)	Year 4 (Job Rate)
Civilian Level 10	126,928	134,394	141,861	149,327
Civilian Level 9	117,256	124,153	131,051	137,948
Civilian Level 8	108,316	114,687	121,059	127,430
Civilian Level 7	100,063	105,949	111,835	117,721
Civilian Level 6	92,438	97,876	103,313	108,751
Civilian Level 5	85,390	90,413	95,436	100,459
Civilian Level 4	78,885	83,525	88,166	92,806
Civilian Level 3	72,875	77,162	81,448	85,735
Civilian Level 2	67,318	71,278	75,238	79,198
Civilian Level 1	62,189	65,848	69,506	73,164
Police Cadet				60,379

Hourly rates by grid January 1, 2026 – December 31, 2026 (3.5% increase)

Level	Year 1 (85%)	Year 2 (90%)	Year 3 (95%)	Year 4 (Job Rate)
Civilian Level 10	69.74	73.84	77.95	82.05
Civilian Level 9	64.43	68.22	72.01	75.80
Civilian Level 8	59.51	63.01	66.52	70.02
Civilian Level 7	54.98	58.21	61.45	64.68
Civilian Level 6	50.79	53.78	56.77	59.75
Civilian Level 5	46.92	49.68	52.44	55.20
Civilian Level 4	43.34	45.89	48.44	50.99
Civilian Level 3	40.04	42.40	44.75	47.11
Civilian Level 2	36.99	39.16	41.34	43.52
Civilian Level 1	34.17	36.18	38.19	40.20
Police Cadet				33.18

13.07 Salary rates by grid January 1, 2027 – December 31, 2027 (3.5% increase)

Level	Year 1 (85%)	Year 2 (90%)	Year 3 (95%)	Year 4 (Job Rate)
Civilian Level 10	131,370	139,098	146,825	154,553
Civilian Level 9	121,360	128,498	135,637	142,776
Civilian Level 8	112,107	118,701	125,296	131,890
Civilian Level 7	103,565	109,657	115,749	121,841
Civilian Level 6	95,673	101,301	106,929	112,557
Civilian Level 5	88,379	93,578	98,776	103,975
Civilian Level 4	81,646	86,449	91,251	96,054
Civilian Level 3	75,426	79,862	84,299	88,736
Civilian Level 2	69,675	73,773	77,872	81,970
Civilian Level 1	64,366	68,153	71,939	75,725
Police Cadet				62,492

Hourly rates by grid January 1, 2027 – December 31, 2027 (3.5% increase)

Level	Year 1 (85%)	Year 2 (90%)	Year 3 (95%)	Year 4 (Job Rate)
Civilian Level 10	72.18	76.43	80.67	84.92
Civilian Level 9	66.68	70.60	74.53	78.45
Civilian Level 8	61.60	65.22	68.84	72.47
Civilian Level 7	56.90	60.25	63.60	66.95
Civilian Level 6	52.57	55.66	58.75	61.84
Civilian Level 5	48.56	51.42	54.27	57.13
Civilian Level 4	44.86	47.50	50.14	52.78
Civilian Level 3	41.44	43.88	46.32	48.76
Civilian Level 2	38.28	40.53	42.79	45.04
Civilian Level 1	35.37	37.45	39.53	41.61
Police Cadet				34.34

13.08 Salary rates by grid January 1, 2028 – December 31, 2028 (4% increase)

Level	Year 1 (85%)	Year 2 (90%)	Year 3 (95%)	Year 4 (Job Rate)
Civilian Level 10	136,625	144,662	152,698	160,735
Civilian Level 9	126,214	133,638	141,063	148,487
Civilian Level 8	116,591	123,449	130,308	137,166
Civilian Level 7	107,708	114,044	120,379	126,715
Civilian Level 6	99,500	105,353	111,206	117,059
Civilian Level 5	91,914	97,321	102,727	108,134
Civilian Level 4	84,912	89,906	94,901	99,896
Civilian Level 3	78,442	83,057	87,671	92,285
Civilian Level 2	72,462	76,724	80,987	85,249
Civilian Level 1	66,941	70,879	74,816	78,754
Police Cadet				64,992

Hourly rates by grid January 1, 2028 – December 31, 2028 (4% increase)

Level	Year 1 (85%)	Year 2 (90%)	Year 3 (95%)	Year 4 (Job Rate)
Civilian Level 10	75.07	79.48	83.90	88.32
Civilian Level 9	69.35	73.43	77.51	81.59
Civilian Level 8	64.06	67.83	71.60	75.37
Civilian Level 7	59.18	62.66	66.14	69.62
Civilian Level 6	54.67	57.89	61.10	64.32
Civilian Level 5	50.50	53.47	56.44	59.41
Civilian Level 4	46.65	49.40	52.14	54.89
Civilian Level 3	43.10	45.64	48.17	50.71
Civilian Level 2	39.81	42.16	44.50	46.84
Civilian Level 1	36.78	38.94	41.11	43.27
Police Cadet				35.71

13.09 In accordance with the Community Safety and Policing Act, the Chief of Police, subject to the Police Service Board approval, may appoint persons as a Police Cadet. The Cadet shall be considered an employee of the Sarnia Police Service while they are employed as a Cadet.

ARTICLE 14 – OVERTIME

14.01 All employees 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 half hour (30 minutes) of overtime worked. Subsequent hours of overtime will be incurred for work in excess of the first one-quarter of each hour (15 minutes). Overtime shall be calculated using the employee's base pay rate under Article 13, and exclusive of Article 15 or any allowances.

14.02 If an employee volunteers or is directed to report to work during non-scheduled hours (i.e. off duty), they shall receive a minimum payment of three (3) hours at the appropriate overtime rate or the overtime rate for the actual overtime hours worked, whichever is greater.

This Article does not apply to receiving emails, offers of voluntary overtime, or other forms of electronic communication that occur as a normal part of business operations. It also does not include the Service contacting an employee for the purpose of obtaining information in a Human Resources process (e.g. absent from work), an investigation (e.g. CSPA), or other lawful activities within the rights of the employer or as included within this Collective Agreement.

“Voluntary overtime” means optional additional worked time at an overtime rate that the employee was not compelled by the service to perform (e.g. volunteering to be selected for an extra shift put out to multiple employees)

However, if an employee is directed (i.e. ordered or compelled) to attend work less than three (3) hours prior to the commencement of their scheduled shift, or has their shift extended beyond the scheduled end time, the employee will be paid at the overtime rate for the actual time worked in excess of that regular shift.

14.03 A meal allowance reimbursement of up to nineteen dollars (\$19.00) shall be paid to an employee who is required to work three (3) consecutive hours or more beyond their scheduled hours of work, and up to a further nineteen dollars (\$19.00) for an excess of each additional consecutive five (5) hours of work.

A claim for meal allowances under this Article shall be limited to two meal allowances on any one occasion. All claims for meal allowances will include the itemized receipt for meals purchased by the employee and approved by the supervisor authorizing the overtime. No meal allowance shall be paid when a suitable meal has been provided to the employee. Alcohol or intoxicants are not eligible under any meal claims.

14.04 Article 14.03 meal allowances shall not apply to pre-arranged (e.g. court) or voluntary overtime.

14.05 An employee may, at their discretion, elect to accumulate overtime in time off (banked time) or to take as payment. Any accumulated banked time off from overtime worked may be submitted by the employee as discretionary time off, subject to supervisor approval and any governing policies. The service may impose limits on the total amount of banked time that may be accumulated, but shall not be less than 52.5 hours. Any unused banked time will be paid out or taken as time off prior to the end of the calendar year in which it was earned.

14.06 Overtime is not paid for employees attending courses or training except with prior approval of the Chief of Police.

16.02 Special Constables and Cadets working in a uniformed capacity shall be paid two hundred (\$200) dollars per year as a cleaning allowance. Payment shall be made on the first pay in December provided the employee is on active duty for more than 50% of each calendar year.

ARTICLE 17 – PERSONNEL FILES

17.01 Any employee, upon two (2) working days' notice, has the right to request a meeting with Human Resources to inspect their personnel file, in the company of a Sarnia Police Association representative if so requested. Unless related to a disciplinary matter, such requests shall not exceed twice per year.

17.02 Any notice of disciplinary action which may have been placed on the personnel file of an employee shall be considered active on an employee's record for a period of not more than twenty-four (24) months from the discipline date, provided that no further disciplinary action has been recorded.

However, in the case of serious insubordination, harassment, discrimination, attempted or actual violence toward another employee, any notice of disciplinary action which may have been placed on the personnel file of an employee shall be removed after not more than thirty-six (36) months have elapsed since the disciplinary action has been taken provided that no further disciplinary action has been recorded.

17.03 No CFT employee shall be discharged from discipline before an investigation is made and until such employee has received written notice containing reasons for the action taken or to be taken.

17.04 When an employee is required to attend a meeting that will result in documented disciplinary action being taken, the employee shall be given the right to attend with an Association representative.

17.05 It is understood that where disciplinary documentation is to be included in the employee's personnel file, a copy of the documentation will also be provided to the employee. It is understood that the receipt of a copy of the documentation does not constitute acceptance of the discipline, and does not forfeit the employee's right to access the grievance process. Should an employee refused to accept a copy, it is understood that the disciplinary documentation will include the refusal by the employee.

ARTICLE 18 – SHIFT DIFFERENTIAL

18.01 A shift differential in the amount of \$350 per year shall be paid to all employees scheduled to work standard shifts that end after 7pm and before (or at) 12am on a regular and recurring basis or;

A shift differential in the amount of \$400 per year shall be paid to all employees scheduled to work standard shifts that end after 12am and on or before 3am on a regular and recurring basis or;

A shift differential in the amount of \$500 per year shall be paid to all employees scheduled to work standard shifts that end after 3am on a regular and recurring basis, whichever is greater.

These payments shall be retroactively prorated for any period greater than 30 days where no eligible shifts were worked. Payment will be made on the first pay period in December.

ARTICLE 19 – TRAVEL

19.01 When employees are attending approved training or court outside the City of Sarnia, the Service shall provide a means of transportation. At the discretion of the Service, this may include provision of a service owned vehicle, paid transportation (e.g. air travel), or mileage compensation for use of a personal vehicle.

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.

19.02 Mileage for the use of a personal vehicle must be approved prior to the travel date. This does not apply to any employee travelling as a passenger with another employee to the course location for the entire course. Mileage reimbursement is based on the CUPE 3690 established rate round trip.

19.03 In addition to the above, an employee assigned to attend a training course of more than five (5) weeks duration at a location more than 400 kilometers 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 Unit and the employee attending the course.

19.04 Any employee 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 employee 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 employee 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 employee is on a scheduled day off, they will be granted two (2) hours pay at time and one-half of their regular hourly rate of pay.

ARTICLE 20 – HEALTH CARE BENEFITS

20.01 All employees employed on a full time basis shall be eligible under this article. The Board agrees to contribute 100% of each employee's premiums for enrolment through the City of Sarnia in:

- a) An Extended Health Care plan, 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 Travel and Overage Dependent coverage (per the benefit provider's terms, conditions and eligibility criteria in the benefit plan), and include the following:

- i. Registered Massage Therapy treatments to a maximum reimbursement of \$1,300 per calendar year. No medical certificate is required. Reasonable and customary charges do not apply to this benefit.
 - ii. Vision and eye exam entitlement will be for a two (2) calendar year period effective January 1, 2012.
 - iii. A vision care plan that shall include eyeglasses to a maximum of \$850 effective January 1, 2025 and eye examinations will be covered to a maximum of \$200 in the two-year period, once, for every employee and each of their dependents. Employees may use their two-year vision allotments towards a one (1) time laser eye surgery treatment.
 - iv. Physiotherapy, chiropractic and acupuncture treatments to a maximum of \$1,200 inclusive per calendar year. Osteopath and Naturopath to a maximum of \$200 inclusive per calendar year.
 - v. Speech Therapy treatments to a maximum of \$400 per calendar year. A Physician referral is required.
 - vi. Hearing aids including repairs, but excluding batteries, up to a maximum of \$1,000 every three years.
 - vii. Psychological treatments up to a maximum of \$4,000 per calendar year, \$2,000 for each eligible dependent. Reasonable and customary charges do not apply to this benefit.
 - viii. Diabetic equipment including blood glucose monitoring devices, up to a yearly maximum of \$1,500 after Provincial coverage is exhausted.
- b) Semi Private Hospital Accommodation coverage.

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

20.03 The Plan shall include an additional Orthodontics rider on a 50/50 co-insurance basis. Orthodontic coverage is for dependent children only with a lifetime maximum of \$4,000 for each dependent 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. The cost of the Plan shall be paid by the Board. The Plan shall also provide Overage Dependent coverage (per the benefit provider's terms, conditions and eligibility criteria in the benefit plan).

20.04 All 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 employee.

20.05 To be eligible for the above plans, the employee must be in receipt of wages from the Board.

Retiree Benefits Plan

20.06 The Board agrees to make the following health plans available, paying 100% of the premiums, to employees who are living and in receipt of an unreduced pension under the Ontario Municipal Employees Retirement System. The member must have been in receipt of benefits under Article 20.01 and 20.02 immediately prior to their retirement date to qualify for these retiree benefits. The plans shall continue until such retiree attains sixty-five (65) years of age or becomes covered by such benefits in part or in whole by another source, whichever is sooner.

- a) Extended Health Care plan (20.01 above)
- b) Dental plan (20.02 above)
- c) Vision plan (20.01(a)(ii) and (iii) above)
- d) Semi-Private Hospital Accommodation Coverage (20.01(b) above)
- e) Does not include 20.01(a)(i), 20.01(a)(iv) to 20.01(a)(viii)

20.07 If the member who is eligible under Article 20.06 dies, these benefits shall be extended to their surviving spouse or dependents under twenty-one (21) years of age. The said benefits shall continue until such time as the deceased employee would have attained sixty-five (65) years of age or the spouse/dependents become covered by such benefits in whole or in part by another source, whichever is sooner.

20.08 If the eligible member under Article 20.06 has a dependent over the age of twenty-one (21) years who remains dependent because of a physical or mental handicap; these benefits will not be denied the dependent. The said benefit shall continue for five (5) years or until such time as the deceased employee would have attained sixty-five (65) years of age, whichever is sooner.

20.09 Members eligible for benefits under Article 20.06, from the member's 65th birthday until they attain age seventy (70), the Board shall provide for a non-cumulative health care spending account (HCSA). This HCSA shall be in the amount of \$2,000 annually. This amount shall be prorated in partial years.

20.10 Where a Special Constable or Police Cadet is killed or dies as a result of injuries received in the performance of their lawful duties, leaving behind a spouse or any dependant children, the Board shall pay to the officer's surviving spouse and/or children, a supplementary monthly payment. This shall be 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 of death. These payments will be 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.

ARTICLE 21 – GROUP LIFE INSURANCE

21.01 The Board agrees to contribute 100% of each CFT employee's premium for enrolment in a Group Life Plan providing for four (4) times their annual base salary rounded up to the nearest \$500.00, or to the insurer's maximum coverage of \$700,000, whichever is less. The Board may elect to alternatively provide the equivalent net amount, through other means (e.g. self-insuring or self-funding).

Dependent Life insurance in the amount of \$10,000 for the employee's spouse and \$10,000 for each of the employee'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 CFT employee shall become immediately enrolled in the Plan during their eligible employment.

21.03 Upon retirement, a CFT employee may elect (per the benefit provider's terms and conditions) to continue the Group Life and Dependent 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 In accordance with the terms, conditions and eligibility rules of OMERS, on their first date of employment all CFT employees shall be automatically enrolled in the OMERS Pension Plan.

22.02 The normal retirement age (NRA) for all civilian employees is defined in and subject to the OMERS Pension Plan.

22.03 In accordance with the terms, conditions and eligibility rules of OMERS, contract employees as defined in Article 12 who are eligible may be enrolled in the OMERS plan upon request.

ARTICLE 23 – COURT TIME

23.01 Any witness fees or other entitlements paid to an employee as part of court attendance shall be collected and forthwith turned over to the Service.

23.02 When an employee is notified of being scheduled for court related matters on a non-working day, or if the court matter will result in any claim under this Article, they shall advise their supervisor forthwith.

Subject to the needs of the organization, the supervisor may then reschedule the employee's hours, within their scheduled working days, and/or otherwise direct the employee regarding their attendance. Where possible, any shift change(s) shall be agreeable between the employee and the supervisor.

Court attendance that cannot be altered from scheduled rest days or non-working hours, is compensated pursuant to Article 14.

23.03 An employee required to appear in court after or before a scheduled nightshift shall be provided with a minimum of eight (8) clear hours of rest, after and before the day of the court appearance, without loss of time.

23.04 Normal reporting time shall be one-half hour before the start of criminal court, and the court starting time for other courts.

23.05 If the attendance of an employee of the Service is required at court on a day of their annual vacation selected under section Article 6.07, they shall be paid for the actual hours worked, but no less than four hours, at double time under Article 14.01.

23.06 If an employee is compelled to attend court after booking annual vacation under Article 6.04 and this results in the employee forfeiting any deposits or payment from the annual vacation, the employee shall be reimbursed any financial loss as approved by the Chief of Police.

23.07 An employee who is required to appear in court during off-duty hours may appear in issued uniform or business civilian attire, suitable to the Service.

23.08 A retired employee 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, for the hours actually worked, or a minimum of three (3) hours whichever is greater. Article 14 does not apply. Any witness fees received shall be turned over to the Service.

23.09 When it is anticipated that a police employee is required to attend court continuously for a period of three (3) consecutive days or more in duration, the Chief of Police may temporarily assign that police employee to an eight (8) hour shift, Monday to Friday. The hours of work for court under this section shall be 0900-1700 hours.

ARTICLE 24 – SHORT TERM/LONG TERM DISABILITY PLANS/WSIB

24.01 Any employee absent from the workplace due to illness, including Short-term Disability (STD), Long-term Disability (LTD), or under the Workplace Safety Insurance Board (WSIB) for a period of thirty (30) consecutive days or more, retroactive to the first date of absence, shall:

- (i) Not accrue STD credits during the period of absence (prorated for partial years).
- (ii) If LTD or WSIB, not be entitled to accrue vacation, public holiday time, or retention incentive, during any full or partial period of absence from the workplace.
- (iii) Not be eligible for any premiums based upon workplace attendance, including but not limited to overtime, shift premiums, assignment premiums, and clothing and cleaning allowances.
- (iv) Be deemed to have been reassigned to eight (8) hour days, Monday to Friday retroactive to the first date of absence, within their permanent job assignment. This re-assignment shall be from any specialized positions (e.g. rank based), and assignment premiums not being performed, for the duration of the absence.
- (v) Deemed to receive their earned public holidays as time off on the day the holiday occurs or occurred.
- (vi) If the absence ends prior to the end of the calendar year, any earned public holiday or vacation credits shall be assigned within that remaining calendar year. If any earned credits cannot be used within that calendar year, the remaining earned public holiday credits are eligible for carry over under the same provisions as Article 6.06.

- (vii) At the end of the calendar year, any accumulated earned time banks may be paid out or carried forward at the discretion of the Chief of Police.

These shall be calculated on a prorated basis, and retroactive to the first day of absence.

24.02 Employees shall in all respects, co-operate and actively participate in any absence management or return to work process in order to permit the efficient and effective administration of these benefit plans. Failure to do so may result in the employee being placed on unpaid leave pursuant to Article 9.

Cooperation and participation includes establishing mutually agreeable communication conduits, maintaining reasonable communications, promptly responding to requests or messages within three (3) business days (unless otherwise agreed), and providing acceptable documentation as required.

Employees shall notify the employer forthwith of any anticipated court matters or duty related commitments potentially impacted by their absence. Employees shall avail themselves of any medically supported accommodation to facilitate court attendance. Failure to notify the employer and/or failure to attend court without prior notice and/or medical documentation substantiating the absence may result in disciplinary actions

24.03 Upon request, the employee shall provide any required documentation including substantiated restrictions and limitations, in sufficient detail acceptable to the service, necessary to facilitate or assess workplace accommodation obligations. In addition, they shall forthwith provide updates on any changes to their limitations and restrictions that may affect the present or potential accommodation(s) to facilitate a safe and prompt return to the workplace.

24.04 On or before the expiry of any current substantiated term of the absence or workplace accommodation period, the employee shall provide the Service with:

- a) A medically substantiated update to extend or alter the conditions of the term, or apply for LTD benefits (if eligible), or
- b) Provide notice that they will be immediately commencing a returning to work, or
- c) Elect to retire (if eligible).

If the substantiated term expires despite the requirements of this section, Article 24.05 applies.

24.05 Unsubstantiated absence from the workplace without approved STD, WSIB, or LTD coverage, shall be considered an unpaid leave (Article 9).

24.06 Any absence in excess of thirty (30) days, that is considered unsubstantiated, may be referred to an independent medical exam (IME). The employee must participate in the IME process and the cost shall be borne by the Board. The employee and Association must be notified in writing prior to conducting an IME.

Short Term Disability

24.07 The Board shall provide, at its expense, a self-funded short-term disability (STD) leave plan intended to permit employees to access an insurance bank of time credits to cover lost work time due to their own substantiated injury or illness(es). Each new employee will be covered by the STD plan immediately upon becoming an employee of the Sarnia Police Service.

- a) Absence from the workplace for substantiated illnesses shall provide compensation in the form of STD credits. There are two levels of STD credits:
- Primary STD credits at 100% pay coverage
 - Secondary STD credits at 75% pay coverage
- b) Primary STD credits are granted annually on January 1st for each year of full employment, at an accrual or restoration rate of:
- Sixty-three (63) hours of Primary STD credits at 100% pay annually, to a maximum of one hundred and eighty nine (189) hours in any three (3) year period.
 - Earned Primary STD credits are prorated in partial years of eligibility.
 - Primary STD credits are prorated in the employee's first year of employment or twenty-four (24) hours, whichever is greater.
- c) Secondary STD credits are available, in full, annually on January 1st of each year of eligible employment, to a maximum of four hundred and twenty (420) hours in any two (2) calendar year period. This is prorated in a partial or first year.
- d) Within any two (2) year period, an employee shall be eligible for up to a maximum of seventeen (17) weeks of coverage under the STD Plan, or up to the completion of the elimination period for LTD, whichever comes first. This shall be provided in the following sequence:
- Primary STD credits to exhaustion, then
 - Secondary STD credits to exhaustion, then
 - All employee time banks to exhaustion, then
 - Tertiary (i.e. additional) STD credits may be retroactively applied for any employee who is approved for full LTD but has exhausted coverage to complete the 17-week elimination period. Tertiary credits are used to supplement eligible credits under 24.07(c), are accessible at 60% pay, and only available after the exhaustion of all other STD credits and employee time banks.
- e) Employees applying to access STD credits will provide medical substantiation satisfactory to the Service (in accordance with the schedule below). Substantiation includes medical certificates upon request or other forms of documentation necessary for corroborating the work absence and/or assessing the need for workplace accommodations.
- STD claims of three (3) consecutive days or less, no medical note is required.
 - Upon the third incident of illness, a note may be requested by the Service.
 - For STD claims anticipated to be, or accumulated to be, greater than fourteen (14) consecutive days, the employee shall provide a medical certificate satisfactory to the service.
 - The Service shall pay the cost of up to five (5) requested medical certificates (up to \$75 each) within any three (3) year period.

If satisfactory substantiation is not received within thirty (30) days of being requested, the time absent from the workplace shall be deducted from existing time banks or deducted in pay (if insufficient time banks exist).

- f) Benefit coverage, seniority, and time accruals as per the Collective Agreement shall be continued while the employee is receiving salary continuance under the STD Plan unless otherwise stated.
- g) STD applications, if approved, shall have the STD credits deducted from the available credits for that employee.

When receiving STD credits, the employee shall deplete available primary STD (100% coverage) credits first, followed by secondary STD credits (75% coverage). For the 75% secondary STD credit coverage, unless the employee directs otherwise, their existing earned time banks will be cashed out (Article 14 does not apply) to replace the reduced 25% from secondary STD pay. If the time bank is not specified by the employee, the Service will first deplete banked time, then accrued time, then public holiday time, then vacation time, as available. If insufficient time banks exist, the employee may elect to cancel unused previously booked banked, accrued or public holiday time.

- h) Upon real or anticipated exhaustion of STD credits and if expected to reach the LTD carrier's prescribed STD elimination period, the employee may apply to Long Term Disability under Article 24.08.

Long Term Disability

24.08 The Board shall provide, at its expense, a Long-term Disability (LTD) Plan for all employees 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 per month, for illness or injuries extending beyond available coverage under Short Term Disability (Article 24.07). Pre-disability earnings shall be at the employee's permanent rank or home job assignment (i.e. exclusive of acting or assignment premiums).
- 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 employee becomes totally disabled, including but not limited to a disability pension to which the disabled employee is entitled under the CPP/QPP excluding benefits for dependent 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 becomes eligible for an unreduced pension under OMERS;
 - iii. the insured person reaches their normal retirement age (NRA) under OMERS;
 - iv. the insured person dies.

- d. During the qualifying period and the twenty-four (24) month period following it, "totally disabled" means that the employee has a medically determinable physical or mental impairment due to injury or disease which prevents the employee 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 employee has a medically determinable physical or mental impairment due to injury or disease which prevents the employee 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 employee does not affect the determination of "totally disabled"

- e. Medical benefit coverages as per the Collective Agreement shall be continued for the twenty-four (24) month period described in Article 24.08 (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. The Board and the Association acknowledge their individual and shared responsibilities in providing accommodation for employees with disabilities, as defined by the Ontario Human Rights Code.

Workplace Safety and Insurance Board (WSIB)

24.09 (a) Where an Employee who receives an injury in the course of the performance of police duties, the salary of the Employee is to be continued as if the accident had not occurred, utilizing available STD or available time off credits, until such time as there is an adjudication of the Workplace Safety and Insurance Board (WSIB) claim with respect to the said accident.

- (i) Re-occurrences will be on one hundred percent (100%) salary continuance as set out in Section 24.09 (a) of this Article, until such time as the claim is adjudicated (approved or denied) by WSIB.
- (ii) Once adjudicated the Employee will be paid as set out herein.
- (iii) Employees on approved permanent accommodation or approved return to work

accommodation with reduced hours will receive pay for actual hours worked. Any approved WSIB loss of earnings (“LOE”) time would be paid as per this article.

(iv) Employees who call in sick while on an approved WSIB accommodation and in receipt of WSIB payments, will be recorded as sick and available sick credits applied, unless the reason for the absence is approved as related to the WSIB claim.

(vi) Pre-disability earnings shall be deemed at the employee’s permanent rank or home job assignment (i.e. exclusive of acting or assignment premiums).

(b) Where a currently serving employee’s claim is allowed by the WSIB, the employee will continue to be paid by the Police Service Board under the following formula:

(i) The employee will be paid the loss of earnings (“LOE”) awarded by the WSIB.

(ii) A “top-up” to not exceed one hundred percent (100%) of pre-disability net earnings, using a formula which takes into consideration:

- a) The LOE set out in section 24.09 (b)(i)
- b) Traditional public deductions and Associations dues,
- c) The anticipated income tax that would have likely been returned to the Employee had the employee continued to receive full salary with regular deductions,
- d) The individual employee’s net claim code per the TD1 filed with the Employer at the time of disability,
- e) Any WSIB retirement fund deduction the member opts in to will be excluded from the top up calculation.
- f) The benefit under this article is conditional on the member receiving a LOE benefit, remaining in the employ of the service and not receiving any other secondary employment income. The member must immediately disclose receipt of any such amounts to the service.
- g) This “top-up” shall cease when the employee is eligible to retire with an unreduced pension in accordance with OMERS , or when the employee reaches their normal retirement age in accordance with OMERS regulations, whichever comes first.
- h) “Top up” shall be provided by first cashing out (Article 14 does not apply) any earned time banks. Any remaining “top up” entitlements shall be provided by the employer once the officer’s time banks are exhausted.
- i) If the employment relationship ends for any reason while an employee is off work on an approved WSIB claim, the WSIB top-up would no longer apply.

iii) Annually the WSIB LOE benefit will be increased by the cost of living adjustment (COLA) granted by the WSIB.

(c) Where an employee’s claim for occupational injury is denied by the WSIB and the employee has been paid full salary as per Article 24.09 (a) and/or (b) above, any monies paid shall be deemed a salary overpayment.

In the event of a salary overpayment, the Employee’s STD credits followed by any remaining time banks will be debited for the equivalent of the salary overpayment under Article 13.03.

Where an employee does not have sufficient STD credits or remaining time banks to cover the salary overpayment, the employee will be personally responsible for paying back the employer for the equivalent salary overpayment.

(d) Any employee on an approved WSIB absence, who has not returned to the workplace, shall continue to be eligible for Health Care Benefits and Group Life (pursuant to Article 20 and Article 21) until their unreduced pension date, or when the employee reaches their normal retirement age in accordance with OMERS regulations, whichever comes first.

24.10 Any Employee:

(a) who receives an injury in the course of the performance of the employee's duties, and

(b) who is in receipt of an award for loss of earnings from the WSIB declaring the said injury to be compensable within the meaning of the Workplace Safety and Insurance Act (WSIA), and

(c) who is absent or unable to perform the full duties of the position, by reason of an illness or injury occasioned by or as a result of the Employee's duty and where a loss of earnings award is made by the WSIB shall, in addition to the WSIB award, receive such further amounts so as to provide that the total payment to the Employee shall not exceed the net pay such employee would otherwise have received had the Employee not been absent provided the employee consents, in keeping with the spirit and intent of the "Workplace Safety and Insurance Act", to a release of information regarding the Employee's ability to perform modified duties.

(i) In any event it is acknowledged that the employee's obligation to provide medical information is always subject to the provisions of the Workplace Safety and Insurance Act. Similarly, the employer's obligation to provide modified duties is subject to the provisions of the Workplace Safety and Insurance Act, the Community Safety and Policing Act and the Ontario Human Rights Code.

(ii) Upon request, employees shall disclose any and all earnings from other sources including LTD, CPP, OMERS Disability Pension earnings. These earnings will all form part of total net pay.

(iii) Once an Employee becomes eligible for an OMERS disability waiver of contributions, the calculation of net pay will assume that the Employee is in receipt of an OMERS disability waiver of contributions. The employer agrees to notify OMERS of the employee's disability in a timely fashion.

(iv) However, where an employee has applied for the OMERS disability waiver of premiums and has been denied, the employer will pay the employee and employer share of OMERS contributions, provided that the employee submitted all the necessary medical documentation requested by OMERS to assess their eligibility for a waiver to ensure that the Employee's service is not adversely affected by a denial.

(v) An employee's net pay shall be reduced by any Canada Pension Plan Disability benefits.

(vi) An employee's net pay shall be inclusive of any LTD benefits received for the period which is subsequently approved for WSIB loss of earnings. The employee must provide the LTD carrier with consent to release payment information to the employer.

(vii) An employee's net pay shall be reduced by any OMERS disability pension benefits. The employee must provide OMERS with consent to release payment information to the employer.

(viii) The employer will pay both the WSIB loss of earnings award and top up portion directly to the employee.

(ix) For further clarity, Article 24.10 (c) (v), (vi), and (vii) will provide a net pay of no less than one hundred percent (100%) of the pre-disability net pay (after tax).

ARTICLE 25 – JOB POSTINGS

25.01 The Board agrees to notify the Association regarding the details, including salary, of any new job classification prior to job posting.

25.02 Vacant positions shall be posted internally for a period of not less than ten (10) working days (exclusive of public holidays). Postings shall indicate the job description and title, job rate, and if there will be a list for future anticipated openings (Article 25.05). The job posting shall also include the required application process and start date if known. Vacant positions may be concurrently posted externally, subject to the needs of the service.

25.03 For the purpose of Article 25.02, a vacancy occurs when an authorized strength CFT position exists, where no CFT employee is assigned on a permanent basis. Any vacant CFT position shall be posted within six (6) months of the vacancy occurring.

However, if the vacancy is to be converted or otherwise repurposed, the Association shall be notified forthwith. The conversion or repurposing shall be completed within twelve (12) months of the vacancy materializing.

25.04 All applicants who possess the minimum qualifications and abilities for the posted position shall be considered. Where applicants are equal in all respects, the employee with the greatest seniority shall have the preference.

If no suitable candidate is available from within the Bargaining Unit, the employer reserves the right to recruit from outside the Bargaining Unit in order to appoint a suitable candidate.

25.05 Upon completion of a competition for a position, and provided that more than one (1) qualified candidate is identified through the selection process, the employer may maintain a list of qualified candidates from which any vacancy that occurs within a twenty-four (24) month period will be filled.

ARTICLE 26 – SENIORITY/LAYOFFS

26.01 Seniority is defined as the length of service of an employee from the first date of employment with the Sarnia Police Service. Probationary and contract employees shall not have any seniority rights under this article. Upon completion of probationary employment, the employee's seniority shall be retroactive to the day on which their employment began.

The initial probationary period will be extended by any time lost due to illness or absences of one (1) week or longer by a corresponding period of time.

For identical seniority dates, the tiebreaker will be a lottery supervised by the Association and Sarnia Police Service representative(s) and the employees with the identical seniority dates.

26.02 Seniority shall cease and employment terminate if an employee:

- 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, employees shall be laid off in reverse order of their seniority, within the job classification that is surplus. The Board shall notify employees who are to be laid off, thirty (30) days prior to the effective date of lay-off, or award pay in lieu of the thirty (30) days' notice. It is understood that lay off is applied first to contract employees and then to continuing full time employees.

26.04 A laid off employee shall have the right to recall for up to twenty-four (24) months from the date of lay off. In the event of any future openings, laid-off employees shall be recalled in order of their seniority. No new employee shall be hired until those laid off and who still have seniority have been given the opportunity of recall.

Upon notification to the employee's last known address of recall by priority post or courier, the employee shall inform the Chief within three (3) days of receipt of notice of their intent to return to work, and shall return to work within seven days. Failure to do so will result in loss of seniority, forfeiture of recall rights, and termination of employment.

Surplus Positions

26.05 A surplus position is described as a job classification (i.e. job title and description) that, in its current form, is deemed by the Chief of Police as no longer required within the organization. This would include the outsourcing of new or similar services, including those pursuant to the provisions of the Community Safety and Policing Act (e.g. section 14).

26.06 Civilian position classifications that are declared surplus shall be addressed as follows:

- a) The Association and the incumbent(s) shall be provided with a minimum of ninety (90) days written notice of a civilian job classification that is being declared surplus. This notice shall also include the anticipated effective date of that function being discontinued.
- b) If the civilian position classification is filled by one or more CFT employees, the Sarnia Police Service will, in reverse order of seniority:
 - i. Permit the affected employee(s) to apply to any suitable vacancies prior to the job becoming surplus. The rate of pay for any new role obtained will apply. Or,

- ii. With the consent of the Association and employee, transfer the employee(s) to a new or alternate vacancy, and waiving the provisions of Article 25. This role shall be within the same (or lower) pay grid that the employee occupies. Or,
 - iii. With the consent of the Association and employee, create a new role within the organization for placement of the employee. This role shall be within the same (or lower) pay grid that the employee occupies.
- c) If the affected employee is unwilling or unable to obtain or accept a position under the provisions of Article 26.06(b), the Service may place the employee into an existing role commensurate, to the extent possible, with their knowledge, skills, or abilities. This shall be done in consultation with the Association and the employee. No role under this section shall be implemented that does not address the needs of the organization.
 - d) If the assigned role under Article 26.06(c) is at a lower pay scale, the employee shall retain their annual salary at the rate of their last day in the former role. This rate will remain unchanged, until such time that the new role reaches the salary level of the former role. At that time, the pay will transition to the grid assigned to the new role, including resumption of normal negotiated increases. This may be extended to Article 26.06(b)(ii) or (iii) with the approval of the Chief of Police.
 - e) If the employee is unable or unwilling to accept options provided pursuant to Article 26.06, or the service is unable to provide alternatives under those sections, then Article 26.03 may be invoked.

ARTICLE 27 – LEGAL INDEMNIFICATION

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

- a) In the defense of a civil action if the employee 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 employee is found not guilty, or the charges against the employee are otherwise dismissed or withdrawn;
- c) In respect of any other proceeding in which the employee'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 under Part X of the Community Safety and Policing Act, a public inquiry under the Public Inquiries Act, and any proceeding that may arise as a result of the assignment of the employee to duties outside Ontario, whether the proceeding occurs in Ontario or outside Ontario.
- d) In respect of a proceeding under Part XII of the Community Safety and Policing Act.

For greater certainty, employees shall not be indemnified for legal costs arising from:

- e) grievances or complaints under the Collective Agreement between the Board and the Association or under the Community Safety and Policing Act;
- f) the actions or omissions of employees acting in their capacity as private citizens.

27.02 Counsel retained by employees must carry on a practice within one hundred and fifty (150) kilometers of Lambton County.

27.03 For the purposes of this provision, an employee 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 employee to consideration under clause 27.01 hereof.

27.04 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, assessment on a solicitor and client basis by an assessment employee. Any bills or accounts received by an employee 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 employee.

27.05 Notwithstanding the provisions of Article 27.01, any police employee 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 XII of the Community Safety and Policing 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 employee or employees 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 employee(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 of this clause shall not mitigate an employee'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 Service governed by this Collective Agreement be disbanded in favor of an Ontario Provincial Police (OPP) 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 employees not offered employment by the Ontario Provincial Police (OPP) or any other accredited police service;
- c) provisions dealing with employees who are absent from duty by virtue of illness or injury; and
- d) provisions dealing with the continuation of existing rights or retired employees.

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.

28.04 Upon the municipality entering into a formal costing process or agreement with the OPP to disband the Sarnia Police Service, all continuing full time employees of the Sarnia Police Service shall be entitled to a compensatory payment of one days' (seven (7) hours) pay for every full or partial month that the costing process is formally underway, or until the Sarnia Police Service is disbanded. This acknowledges that any costing process has a significant negative impact on the well-being of the members, morale, performance, member families, and the organization. This does not constitute severance.

28.05 The Board will endeavor that every full time employee be offered employment in a similarly paid position with the OPP. Job security shall increase in proportion with seniority (years of service). In the event of a layoff, employees shall be displaced from the affected positions in reverse order of seniority.

28.06 In the event that an employee is not offered a similarly paid position with the OPP, the employee shall additionally be supplied with paid notice of six (6) weeks for every year of service with the Sarnia Police Service, to a maximum of forty-eight (48) months, or to the time the employee would be eligible for an unreduced pension, whichever is less.

28.07 Any employee not offered a similarly paid position within the OPP, and is not eligible for an unreduced pension, shall also be entitled to job location and retraining services. This includes \$7,500 per year in tuition assistance at a recognized post-secondary institution upon presentation of proof of tuition payment form that institution. This shall continue for a four-year period or until a similarly paid position is taken, whatever comes first.

28.08 This article does not apply if the Sarnia Police Service absorbs additional policing responsibilities for other municipalities, contracts to provide policing services for other municipalities, and/or is renamed.

28.09 If the City of Sarnia and County of Lambton agree to provide unified municipal policing and the Sarnia Police Service becomes that service and is funded by the County, then 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 members not offered employment by the County funded Sarnia Police Service;
- c) provisions dealing with members who are absent from duty by virtue of illness or injury; and
- d) provisions dealing with the continuation of existing rights or retired members.

ARTICLE 29 – SENIOR EXECUTIVES

29.01 Senior Executives are defined as a civilian police employee holding the designation (i.e. rank) of Director or higher, and reporting directly to the Deputy Chief or Chief of Police.

29.02 Unless otherwise specified under this article (Article 29), the following articles do not apply to Senior Executives:

- Article 7.03 – Public Holiday additional pay
- Article 14 – Overtime
- Article 15 – Acting Pay and Assignment Premiums
- Article 16 – Clothing / cleaning allowance
- Article 18 – Shift Differential

Article 7 is amended for Senior Executives whereby Senior Executives may elect to take some, all, or none of their Public and Floating Public Holiday time allocations in time off or pay. That pay shall be at the normal rate of pay pursuant to Article 13 (Article 14 does not apply).

29.03 In lieu of all overtime worked, Senior Executives shall be granted ten (10) days of lieu time annually on January 1st of each year. This time is to be taken as annual leave in the year in which it is earned, and is prorated in partial years.

29.04 Based on the needs of the service, Senior Executives may have their working hours adjusted, and be assigned work or tasks outside of the Article 10 standard work weeks, at the discretion of the Chief of Police. Whenever possible, the service shall provide a minimum of forty-eight (48) hours' notice of any change to working hours.

29.05 Senior executive salary compensation shall be in accordance with Article 13.

29.06 In recognition of higher rates of public and ceremonial duties, the Board agrees to provide Senior Employees an annual clothing and cleaning allowance of \$1,500 per year.

29.07 Employees temporarily assigned to act as a Senior Executive shall be paid in accordance with Article 13, but are not eligible to anything specified under Article 29.

29.08 Senior Executives, upon receiving a performance appraisal rating of satisfactory or higher in all categories, and with the endorsement of the Chief, shall be annually provided with a performance week of thirty-five (35) hours to be accrued in a time bank until retirement or resignation. Upon retirement or resignation, this bank may be taken in time off, or paid out at the discretion of the Chief of Police.

29.09 All benefits and entitlements under this article are prorated within the first year the executive becomes eligible (i.e. is promoted to Director).

29.10 Any Senior Executives absent from the workplace under short term disability (STD), long term disability (LTD), or under the Workplace Safety Insurance Board (WSIB) for a period of thirty (30) consecutive days or more shall, in addition to Article 24 and retroactive to the first day of absence, not be entitled to incentive premiums including:

- (i) Lieu time under Article 29.03
- (ii) Cleaning Allowance Article 29.06
- (iii) Performance incentive Article 29.08

Article 29.10 shall be prorated for any period of eligibility

29.11 Article 29 is rescinded under this agreement upon implementation of any Sarnia Police Senior Employees Association Collective Agreement that includes Senior Executives.

ARTICLE 30 – SUSPENSION WITH PAY

30.01 Any employee absent from active duty by reason of being suspended with pay for a period of thirty (30) or more consecutive days, retroactive to the first day of suspension, shall be deemed to have been reassigned to seven (7) hour days, Monday to Friday, 8am-4pm.

30.02 Annual Vacation - Any employee who is suspended from duty with pay by the Chief of Police shall take any previously scheduled vacation credits during the period of suspension. While on vacation, they shall not be required to perform any duties inconsistent with a normal vacation during such vacation period.

Upon suspension with pay, any remaining unscheduled vacation credits shall be immediately scheduled by the employee to a time mutually agreeable between the employee and the Chief of Police. If no mutually agreeable time can be reached, the Chief shall direct the vacation periods. All remaining vacation credits must be scheduled and accounted for to ensure their use within the calendar year.

If the suspension is lifted prior to the end of the calendar year, any scheduled vacation credits (other than those under Article 6.07) may be rescheduled within that calendar year to a time agreeable between the employee and the Service.

30.03 Public Holidays - Any employee who is suspended from duty with pay by the Chief of Police shall be deemed to receive their Article 7 Public Holidays as time off on the day the holiday occurs. While on a public holiday, they shall not be required to perform any duties inconsistent with a normal rest day.

When the employee's existing holiday time banks are exhausted, any public holiday time previously elected for pay, shall be converted to time off as additional holidays are incurred.

30.04 If the suspension ends prior to the completion of the calendar year, any unrealized time off booked pursuant to this Article, may be rescheduled to a time mutually agreeable between the member and the Chief of Police. If no mutually agreeable time can be reached, the Chief shall direct the time off periods.

If any earned time credits cannot be used within that calendar year, the remaining earned public holiday credits are eligible for carry over into the following year or paid out at the discretion of the Chief of Police.

ARTICLE 31 – SUSPENSION WITHOUT PAY

31.01 Annual Vacation - Any employee suspended from work without pay by the Chief of Police, shall not accrue any vacation credits during the period of suspension. Any vacation previously earned prior to the unpaid suspension shall, if the suspension persists and at the discretion of

the Chief of Police, be paid out at the end of the calendar year, at the normal rate of pay for the employee.

If the suspension ends prior to the end of the calendar year, any earned vacation credits shall be scheduled by the employee to a time mutually agreeable between the employee and the Chief of Police. If no mutually agreeable time can be reached, the Chief shall direct the vacation periods. All remaining vacation credits must be scheduled and accounted for to ensure their use within the calendar year.

31.02 Public Holidays - An employee suspended without pay, shall not accumulate Article 7 public holidays while suspended (prorated adjustment).

Any public holiday credits previously earned prior to the unpaid suspension shall, if the suspension persists and at the discretion of the Chief of Police, be paid out at the end of the calendar year, at the normal rate of pay for the employee.

If the suspension ends prior to the end of the calendar year, any earned public holiday credits shall be assigned within the remaining calendar year. If any earned credits cannot be used within the calendar year, and the suspension has been lifted, the remaining earned public holiday credits are eligible for carry over under the same provisions as Article 6.07.

31.03 Upon notice of an unpaid suspension, any accumulated accrued, vacation, banked, or public holiday time credits earned prior to the unpaid suspension commencement, shall be immediately assigned (with pay) to the extent possible prior to the commencement of the unpaid suspension. If the unpaid suspension commencement prevents the time credits from being assigned, the Chief of Police may pay out any remaining credits at the end of the calendar year or direct that they be permitted to be carried over into the subsequent year.

ARTICLE 32 – UNUSED

This article is intentionally blank / unused at the time of this agreement.

ARTICLE 33 – RESIGNATION

33.01 Employees shall, if possible, notify the Chief of Police of their resignation a minimum of two (2) weeks prior to their final date of employment. Upon receiving notice, the Chief of Police shall assign all unused time off credits within the notice period prior to the employee's final employment date. An employee may apply to the Chief of Police to have any unused time credits converted to pay. However, no payout of any time credits will occur unless the employee can substantiate that they were unable to provide notice at an earlier date to permit the time to be taken as time off.

33.02 Resigning employees shall return all equipment, identification, and property of the Sarnia Police Service prior to their final date of employment or when directed. Failure to return any items may result in the value of those items deducted from final pay calculations, and/or other lawful processes as appropriate.

33.03 When employment with the SPS is terminated, the member shall have their final year of vacation, public holiday, assignment premiums, and other forms of compensation prorated based on eligible time worked within that calendar year. Any earned entitlements of time shall be assigned or paid out at the discretion of the Chief of Police.

ARTICLE 34 – DURATION

This agreement, subject to the attached Memorandums of Understanding, shall be in effect as of January 1, 2025 and remain in effect until the 31st day of December 2028 and thereafter until replaced by a new Agreement, Decision, or Award.

DATED AT: the City of Sarnia, Ontario, this _____ day of _____, 2024

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

SARNIA POLICE SERVICE BOARD

SARNIA POLICE ASSOCIATION

Chair Paul Wiersma

President Gavin Armstrong

Vice Chair Kelly Ash

Vice President Karen Kinart

**Memorandum of Understanding
Between:**

Sarnia Police Service Board and the Sarnia Police Association

Re: Retiree Benefits

The Association understands that the Police Service Board shares the same common interest in ensuring the health and well-being of the members of the Sarnia Police Service during their active and retired status of employment.

Throughout the Collective Bargaining process, the Association has been made aware of the significant costs associated to the administration of extended health care benefits for retired personnel. The Association is agreeable to exploring alternative delivery models that would either maintain or improve extended health care and any other benefits for retirees.

The current retiree benefit plan shall remain in place for the duration of this Collective Agreement unless a mutually agreeable alternative is identified.

This Letter of Understanding shall be appended to the Collective Agreement for its duration and may be renewed by agreement of the parties.

SARNIA POLICE SERVICE BOARD

SARNIA POLICE ASSOCIATION

Chair Paul Wiersma

President Gavin Armstrong

Vice Chair Kelly Ash

Vice President Karen Kinart

Memorandum of Understanding

Between:

Sarnia Police Service Board and the Sarnia Police Association

Re: Collective Agreement Language

The Association understands that the Police Service Board shares the same common interest in ensuring a mutually agreeable and positive working agreement between the employer and the members of the Sarnia Police Association.

To preserve the intent of the Collective Agreement, both the Sarnia Police Service Board and the Association acknowledge that this Agreement was extensively rewritten to improve the document's relevance in today's working environment and to provide a modern framework going forward.

As such, the Association and the Sarnia Police Service Board agree to address any unforeseen issues during the life of this agreement to mutually ameliorate any shortcomings, implications of the CSPA, and interpretations and/or misunderstandings of the intent the language to ensure its true meaning and to not unduly impact the Service or members or the Sarnia Police Association.

This Letter of Understanding shall be appended to the Collective Agreement for its duration and may be renewed by agreement of the parties.

SARNIA POLICE SERVICE BOARD

SARNIA POLICE ASSOCIATION

Chair Paul Wiersma

President Gavin Armstrong

Vice Chair Kelly Ash

Vice President Karen Kinart

Memorandum of Understanding

Between:

Sarnia Police Service Board and the Sarnia Police Association

Re: Contract Employees

The Association understands that the Police Service Board shares the same common interest in ensuring the contract employees of the Sarnia Police Service are provided with continued working agreements.

With the implementation of this Collective Agreement, the Sarnia Police Service Board and the Association undertake to provide all employees other than continuous full time, a contract retroactive to and commencing on January 1, 2025. This initial minimum term of the contracts shall be based on the contract employee's hire date with the Sarnia Police Service.

- Hired in 2019 or before: no expiry date
- Hired in 2020 to 2022: minimum four (4) year term
- Hired in 2023 to Ratification: minimum three (3) year term (conditional upon successful completion of initial required employment training)

Whenever possible, these contracts shall be commensurate with the affected employees current work assignments, hours, and conditions of employment.

This Letter of Understanding shall be appended to the Collective Agreement for its duration and may be renewed by agreement of the parties.

SARNIA POLICE SERVICE BOARD

SARNIA POLICE ASSOCIATION

Chair Paul Wiersma

President Gavin Armstrong

Vice Chair Kelly Ash

Vice President Karen Kinart

Memorandum of Understanding

Between:

Sarnia Police Service Board and the Sarnia Police Association

Re: Historical Vacation Reconciliation

Annual Vacation adjustment for members hired before 2023

All serving members hired before 2023, who did not receive annual vacation in their first year of employment, will now additionally receive that prorated first year of vacation allocation in their 2025 time banks.

SARNIA POLICE SERVICE BOARD

SARNIA POLICE ASSOCIATION

Chair Paul Wiersma

President Gavin Armstrong

Vice Chair Kelly Ash

Vice President Karen Kinart

Memorandum of Understanding

Between:

Sarnia Police Service Board and the Sarnia Police Association

Re: Job Classifications and Level Assignments

The Association and Police Service Board have rebuilt this Collective Agreement. Part of that process removed the historical embedded job titles from within the pay grid charts. The current agreement reflects the job level only, as all civilian positions require a level assignment to determine the pay rate.

To ensure that the level assignment for previously known positions are clear, the following are the legacy job titles and levels previously contained within the 2020 – 2023 Civilian Collective Agreement.

Level	Job Title
1	Janitor
2	Data Control Clerk Data Entry Clerk Information Services Clerk Court Services Secretary Information Services Secretary Vehicle Service Technician
3	CPIC Operator Freedom of Information Clerk Classifications Clerk Identification Clerk Administration Secretary
4	Court Security Employee Accounts Clerk
5	Communications Operator Court Coordinator I.T. Technician
6	HR Advisor
7	Property Manager
8	Communication/CPIC Manager I.T. Manager
9	
10	Financial Services Director
11	Police Cadet

Since May of 2022, the following job titles and level assignments have been implemented:

LEVEL	JOB TITLE
2	BACKGROUND INVESTIGATOR
	PROPERTY CLERK
3	ADMINISTRATIVE ASSISTANT, SUPPORT SERVICES
	CID ADMINISTRATIVE CLERK
	FACILITIES MAINTENANCE COORDINATOR
4	EA, OFFICE OF THE CHIEF
	INFORMATION SYSTEM SUPPORT ANALYST
	JUNIOR FINANCIAL ANALYST
	POLICY SPECIALIST
	SPECIAL CONSTABLE
	TRAINING SPECIALIST
5	CORPORATE COMMUNICATIONS ANALYST
	CRIME ANALYST
	HR COORDINATOR
	PROJECT SPECIALIST
	PROPERTY COORDINATOR
	SPECIAL CONSTABLE, FORENSIC IDENTIFICATION SERVICES
6	INVESTIGATIVE ANALYST
8	MANAGER, CRIME AND INTELLIGENCE
	MANAGER, PLANNING, POLICY, BUSINESS STRATEGY
10	HR DIRECTOR

If any new positions are created, the Association shall be notified of the job title and level assigned. In addition, this information shall be maintained and kept updated in Human Resources, and provided to the Association upon request. The chart above shall be updated with any changes incurred during the duration of this collective agreement and documented during the next round of bargaining.

This Letter of Understanding shall be appended to the Collective Agreement for its duration and may be renewed by agreement of the parties.

SARNIA POLICE SERVICE BOARD

SARNIA POLICE ASSOCIATION

Chair Paul Wiersma

President Gavin Armstrong

Vice Chair Kelly Ash

Vice President Karen Kinart

Memorandum of Understanding

Between:

Sarnia Police Service Board and the Sarnia Police Association

Re: City of Sarnia Benefit Providers

The SPA and SPSB recognize that the benefit carrier contracts for the Sarnia Police Service are administered by the City of Sarnia. Should the City change benefit providers or benefit terms and conditions, the SPSB and SPA agree to seek mutually agreeable alternatives, equivalent to or greater than what was originally intended in this Collective Agreement.

This Letter of Understanding shall be appended to the Collective Agreement for its duration and may be renewed by agreement of the parties.

SARNIA POLICE SERVICE BOARD

SARNIA POLICE ASSOCIATION

Chair Paul Wiersma

President Gavin Armstrong

Vice Chair Kelly Ash

Vice President Karen Kinart

Memorandum of Understanding

Between:

Sarnia Police Service Board and the Sarnia Police Association

Re: Discontinuation of Contract Maternity “Top Up” Entitlements

All contract employees retain access to any legislative leave(s) and continue to receive pay in lieu of benefits. The historical practice of providing maternity “top up” will be discontinued within the life of this agreement. In order to implement this change, a transition period for only contract employee maternity leaves has been agreed upon.

Contract employees commencing a maternity leave prior to January 1 2028, will be temporarily eligible for top up continuation (as per Article 9), based on their median hours worked per week in the previous year. This top up shall not be more than a full time employee would receive, and it shall be commensurate with the contract employee’s current rate of pay at the time the leave commenced.

SARNIA POLICE SERVICE BOARD

SARNIA POLICE ASSOCIATION

Chair Paul Wiersma

President Gavin Armstrong

Vice Chair Kelly Ash

Vice President Karen Kinart

2024 Collective Agreement Extension

Between:

Sarnia Police Service Board and the Sarnia Police Association

(Image provided only for archival purposes)

Memorandum of Understanding

Between:

Sarnia Police Services Board

And

Sarnia Police Association

Re: Uniform 2020-2023 Collective Agreement Extension

The SPA and SPSB recognize that there has been extensive negotiations undertaken to reach a collective bargaining agreement. These negotiations have been collaborative and cooperative, but due to the comprehensive nature of the discussions, more time is needed before final agreement can be reached.

The SPA and the SPSB therefore agree to extend the current 2020-2023 Uniform Collective Agreement under the following conditions:

- The extension shall be for a one year period (January 1, 2024 – December 31, 2024)
- This extension is agreed to without prejudice to either party
- It shall include, retroactive to January 1, 2024, a 3.25% salary increase to pay. This is the identical increase that was achieved by Sarnia Fire. All other Articles remain unchanged.
- This extension includes agreed deadlines if no ratified agreement is reached prior:
 - October 1, 2024 – Mediation begins. However, if mediation is not successful,
 - November 1, 2024 – Arbitration begins
- Negotiations shall resume within 45 days from the signing of this agreement

This Letter of Understanding shall be appended to the 2020-2023 Collective Agreement for its duration and may be renewed by agreement of the parties.

SARNIA POLICE SERVICES BOARD

SARNIA POLICE ASSOCIATION


Chair Paul Wiersma


President Miro Soucek


Vice Chair Kelly Ash


Vice President Sean Peters