

# Sarnia Police Service Board

And the

# Sarnia Police Association



# Uniform 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 officer'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 officer'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

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

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

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

“Officer” shall mean any sworn officer who is a member of the Sarnia Police Service other than the Chief of Police and any Deputy Chief of Police.

“Permanent Rank” shall mean the full time rank (e.g. 1<sup>st</sup> Class Constable) held by the officer regardless of job assignment. Does not include temporary ranks or assignments. This terminology does not preclude promotion or demotion as the case may be.

“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 officers of the Sarnia Police Service other than the Chief of Police or any Deputy Chief of Police may 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 (CSPA), the Board recognizes the Association as the exclusive bargaining agent for all officers save and except the Chief of Police and any Deputy Chief of Police. 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 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 officers in the Bargaining Unit, and covered by the Collective Agreement. The Board shall forward amounts so deducted to the Treasurer of the Association each month. The Association shall save the Board harmless in respect of any deductions made pursuant to this Agreement.

2.03 The parties hereto mutually agree that any officer of the Sarnia Police Service eligible for membership shall become a member of the Association provided that the Association does not at any time, by any of its members or representatives, exercise or practice upon officers of the Sarnia Police Service, any intimidation, interference, restraint or coercion, in respect of such membership or non-membership.

2.04 The Board agrees that there will be no discrimination, interference, restraint or coercion exercised or practiced by the Board or any of its representatives with respect to any officer because of their relationships in or in connection with the Association, and that membership in the Association by officers who are eligible to join will not be discouraged.

### **ARTICLE 3 – RESERVATION OF MANAGEMENT AND ADMINISTRATIVE RIGHTS**

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

- a) maintain order, discipline and efficiency;
- b) hire, discharge, promote, demote or discipline officers, provided that a claim of discriminatory promotion, demotion, or a claim that an officer has been discharged or disciplined without reasonable cause may be the subject of a grievance and dealt with as hereinafter provided; and,
- c) generally, to supervise, 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 officer 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 officer 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 officer's right to pursue the grievance up to the end of Step 4.

#### **Step 1 – Supervisor**

5.02 (a) Any officer and/or their Association representative who chooses to proceed with a grievance shall within five (5) working days of becoming aware of such grievance, discuss the circumstances with the officer's immediate supervisor. The officer and/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 officer 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 officer 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 officer, 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 officer 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 officer and/or their Association representative to discuss the grievance.

(b) The Chief shall render a written decision and deliver it to the officer 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 officer 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 officer and/or the Association Grievance Committee or its representative. The Board will notify the officer and the Committee in writing of its decision within ten (10) working days of the hearing.

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

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

5.07 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 officer is entitled throughout the grievance adjustment procedure herein, to have present on their behalf an Association representative and/or counsel at any time. An officer 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) officers shall receive their annual vacation allotment, on January 1<sup>st</sup> 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), one hundred (100) hours with the first year of employment is to be prorated for eligible time worked.
- b) Over four (4) completed calendar years, one hundred and forty (140) hours;
- c) Over ten (10) completed calendar years, one hundred and sixty (160) hours;
- d) Over fifteen (15) completed calendar years, two hundred (200) hours;
- e) Over twenty (20) completed calendar years, two hundred and forty (240) hours;
- f) Over twenty-five (25) completed calendar years, two hundred and sixty (260) hours
- g) Over thirty (30) completed calendar years, two hundred and eighty (280) hours.

6.02 For the purposes of this Article, "eligible full time employment" means uninterrupted and continuous service as a police officer with an accredited Canadian police service. This service shall not be broken more than one month prior to commencing employment with the Sarnia Police Service Board.

6.03 Any experienced Canadian police officer hired by the Sarnia Police service may be granted their annual vacation allocation commensurate with Article 6.01 and their total eligible years of service. Their first year with the Sarnia Police Service shall be prorated based on worked eligible time. Seniority is not transferred.

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 15<sup>th</sup>. Officers 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 15<sup>th</sup>. 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 officer 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 officer may choose not to schedule up to forty (40) hours of their vacation allotment by February 15<sup>th</sup> but shall schedule all remaining time by September 1<sup>st</sup>. Officers must notify their supervisor of any vacation credits not scheduled by September 1<sup>st</sup>. The supervisor shall make reasonable effort to schedule these vacation credits at a time mutually agreeable between the Service and the officer. 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 officer is unable make a mutually satisfactory arrangement for another time period by September 1<sup>st</sup>, 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 officers shall be granted nine (9) eight (8) hour days annually in lieu of public holidays. This time shall be granted in the form of seventy-two (72) hours, and shall be added to each officer's public time bank on January 1<sup>st</sup> 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
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	Labour Day Thanksgiving Day Christmas Day Boxing Day
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7.03 Any officer 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 officer 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 officers working in relation to the courts, shall align their public holiday entitlement for when the courts designate them.

Any officer 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 eight (8) hours per holiday. These hours are added to the officer's public holiday time bank, to be taken as time off at the discretion of the officer 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 Officers assigned to a position which normally requires the officer 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 officer's holiday time bank by February 1<sup>st</sup> of each year. The deductions will be for the paid scheduled hours the officer works on that day (e.g. 8 hours for 8 hour shifts, 10 hours for 10 hours shifts).

7.06 All officers 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 officer 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 1<sup>st</sup>, 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, officers 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 officer 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 officer shall be allowed up to seven (7) consecutive days off to attend the funeral of the officer's father, mother, sister, brother, spouse, child, or any dependent relative living with the officer, whose physical and financial care are the responsibility of the officer. Or:

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

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

8.05 An officer 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 officer 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 (6) 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 Officers 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 officer 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 officer 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, officers 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) Officers must provide proof of application for and receipt of Employment Insurance benefits in order to receive payment under Article 9.03(a).
- (c) If an officer 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 Art. 15, for a maximum of nineteen (19) weeks, subject to Provincial or Federal regulations. This includes the first week EI "waiting period".
- (b) Officers must provide proof of application for and receipt of Employment Insurance benefits in order to receive payment under 9.04(a),
- (c) If an officer 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 an officer 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 officer 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 officer receives public holiday and EI benefits per the ESA and Government of Canada regulations.

9.07 An officer 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 officer elects to commence pregnancy leave.

### **Unpaid Leave of Absence**

9.08 An officer 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 officer of the premium.

9.09 An officer 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 officer 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 officer may be reassigned 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, officers 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, officers 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 All officers shall be required to work eight (8) consecutive hours per day based on a forty (40) hour week, except those officers working a compressed work week schedule (as agreed to between the Chief of Police and the Association), who shall work in accordance with that schedule. 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 officers assigned to work an eight (8) hour shift shall be allowed one (1), 30 minute period of lunch per shift. All officers assigned to work a ten (10) hour shift shall be allowed one (1), 45 minute period for lunch per shift. Officers assigned to work a twelve (12) hour shift shall be allowed two (2), 45 minute lunch periods, which may be combined into a single one and one half (1.5 hour) lunch period, at the discretion of the supervisor. The Service may schedule lunch periods.

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

10.05 Any officer assigned to work on their regular day off shall not have such day off reassigned without their consent 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 officer's regular rate of pay. It is understood that this article is limited to the officer 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 two (2) hours of work each seven (7) day week. This accrued time, of one hundred and four (104) hours annually, shall be allocated 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 officers 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 officer of the police service, the officer shall bear the

cost of the replacement. The Chief of Police shall have authority over what constitutes necessary uniform and equipment.

11.02 Active uniformed officers performing operational field 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 – CLASSIFICATIONS

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

- a. An applicant hired shall be on probation for such period of time and under such circumstances as set out in the Ontario Community Safety and Policing Act, and discharge during such period shall be dealt with only pursuant to the procedures set out in that Act.
- b. A fourth class constable shall be reclassified as a third class constable after satisfactorily serving one (1) year as a fourth class constable.
- c. A third class constable shall be reclassified as a second class constable after satisfactorily serving one (1) year as a third class constable.
- d. A second class constable shall be reclassified as a first class constable after satisfactorily serving one (1) year as a second class constable.
- e. In the case of outstanding or meritorious service, any of the one (1) year periods mentioned in 12.01 (b), (c) or (d) may be abridged on recommendation by the Chief of Police.

12.02 Where an experienced applicant seeks to join the Service after serving a number of uninterrupted and continuous years as a sworn police officer with another accredited Police Service (as defined in Article 6.03), he/she may be recommended by the Chief of Police for hiring, at any constable ranks.

Experienced external hires into the role of police officer, shall have their seniority calculated from the first day of full time service as a police officer with the Sarnia Police Service.

12.03 Officers assigned to full time investigative duties (e.g. CID) may be temporarily designated with detective ranks for the duration of their term in that assignment. While holding that rank, pay is commensurate with Article 13.

- a. Constables become Detective Constables
- b. Sergeants become Detectives
- c. Staff Sergeants become Detective Sergeants
- d. Inspectors remain Inspectors

Upon completion of their assignment, sworn officers will revert to their permanent ranks (e.g. a Detective Constable reverts back to Constable).

### **ARTICLE 13 – SALARIES AND ALLOWANCES**

13.01 The following salaries shall be paid in accordance with their effective dates. Bi-weekly pay rates are calculated as the officer'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 officer's annual salary divided by 2080 hours. Hourly rates will be adjusted as of the date annual salary changes (e.g. promotion or new job assignment).

13.02 Workplace Retention Incentive Premiums are a premium in addition to an officer's base salary rates and outlined under Articles 13.06 to 13.09. These premiums are calculated based on a percentage of a 1<sup>st</sup> Class Constable's base salary based on years of service as a sworn police officer. They are calculated from the date sworn in as an officer, and as follows:

- 3% after eight (8) years of continuous service
- 6% after seventeen (17) years of continuous service
- 9% after twenty three (23) years of continuous service

13.03 Upon becoming aware of a payroll overpayment or underpayment, Finance shall investigate and notify the impacted officer(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 officer 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 ranks and other temporary ranks (e.g. Detective positions under Article 13.05) are paid only while the member is assigned to and performing those duties, unless otherwise specified in this agreement. Acting pay shall be commensurate with the base pay level of the rank being performed. All officers will revert to their permanent rank (i.e. an acting Sergeant reverts back to Constable) when not performing these roles.

13.05 In recognition of their support role and need for increased availability, members assigned to the temporary rank of Detective Constable, Detective, and Detective Sergeant shall receive increased pay of 6% (as reflected in the pay tables under this article). This is in lieu of any assignments under Article 17, unless otherwise specified by the Chief of Police.

### 13.06 Salary rates by rank January 1, 2025 – December 31, 2025 (4.0% increase)

#### Working Retention Incentive Premium (WRIP)

WRIP is a percentage of 1st Class Constable Salary

Overtime calculations apply to Base Salary + WRIP

>8 Yrs	>17 Yrs	> 23 Yrs
3%	6%	9%
\$3,500	\$7,000	\$10,500

Rank	% 1st CI	Hourly	Salary	>8 Yrs	>17 Yrs	>23 Yrs
Inspector	150%	84.14	\$175,007			
Acting Inspector	139%	77.97	\$162,173	\$165,673	\$169,173	\$172,673
Detective Sergeant	132%	74.04	\$154,006	\$157,506	\$161,006	\$164,506
Staff Sergeant	126%	70.68	\$147,005	\$150,505	\$154,005	\$157,505
Detective	119%	66.75	\$138,838	\$142,338	\$145,838	\$149,338
Sergeant	113%	63.38	\$131,838	\$135,338	\$138,838	\$142,338
Detective Constable	106%	59.46	\$123,671	\$127,171	\$130,671	\$134,171
1st Class Constable	<b>100%</b>	<b>56.09</b>	<b>\$116,671</b>	<b>\$120,171</b>	<b>\$123,671</b>	<b>\$127,171</b>
2nd Class Constable	85%	47.68	\$99,170			
3rd Class Constable	75%	42.07	\$87,503			
4th Class Constable	65%	36.46	\$75,836			

### 13.07 Salary rates by rank January 1, 2026 – December 31, 2026 (3.5% increase)

#### Working Retention Incentive Premium (WRIP)

WRIP is a percentage of 1st Class Constable Salary

Overtime calculations apply to Base Salary + WRIP

>8 Yrs	>17 Yrs	> 23 Yrs
3%	6%	9%
\$3,623	\$7,245	\$10,868

Rank	% 1st CI	Hourly	Salary	>8 Yrs	>17 Yrs	>23 Yrs
Inspector	150%	87.08	\$181,131			
Acting Inspector	139%	80.70	\$167,848	\$171,471	\$175,093	\$178,716
Detective Sergeant	132%	76.63	\$159,395	\$163,018	\$166,640	\$170,263
Staff Sergeant	126%	73.15	\$152,150	\$155,773	\$159,395	\$163,018
Detective	119%	69.09	\$143,697	\$147,320	\$150,942	\$154,565
Sergeant	113%	65.60	\$136,452	\$140,075	\$143,697	\$147,320
Detective Constable	106%	61.54	\$127,999	\$131,622	\$135,244	\$138,867
1st Class Constable	<b>100%</b>	<b>58.05</b>	<b>\$120,754</b>	<b>\$124,377</b>	<b>\$127,999</b>	<b>\$131,622</b>
2nd Class Constable	85%	49.35	\$102,641			
3rd Class Constable	75%	43.54	\$90,566			
4th Class Constable	65%	37.74	\$78,490			

### 13.08 Salary rates by rank January 1, 2027 – December 31, 2027 (3.5% increase)

#### Working Retention Incentive Premium (WRIP)

WRIP is a percentage of 1st Class Constable Salary

Overtime calculations apply to Base Salary + WRIP

>8 Yrs	>17 Yrs	> 23 Yrs
3%	6%	9%
\$3,749	\$7,499	\$11,248

Rank	% 1st CI	Hourly	Salary	>8 Yrs	>17 Yrs	>23 Yrs
Inspector	150%	90.13	\$187,470			
Acting Inspector	139%	83.52	\$173,722	\$177,471	\$181,221	\$184,970
Detective Sergeant	132%	79.31	\$164,974	\$168,723	\$172,473	\$176,222
Staff Sergeant	126%	75.71	\$157,475	\$161,224	\$164,974	\$168,723
Detective	119%	71.50	\$148,726	\$152,475	\$156,225	\$159,974
Sergeant	113%	67.90	\$141,227	\$144,976	\$148,726	\$152,475
Detective Constable	106%	63.69	\$132,479	\$136,228	\$139,978	\$143,727
1st Class Constable	100%	60.09	\$124,980	\$128,729	\$132,479	\$136,228
2nd Class Constable	85%	51.07	\$106,233			
3rd Class Constable	75%	45.06	\$93,735			
4th Class Constable	65%	39.06	\$81,237			

### 13.09 Salary rates by rank January 1, 2028 – December 31, 2028 (4.0% increase)

#### Working Retention Incentive Premium (WRIP)

WRIP is a percentage of 1st Class Constable Salary

Overtime calculations apply to Base Salary + WRIP

>8 Yrs	>17 Yrs	> 23 Yrs
3%	6%	9%
\$3,899	\$7,799	\$11,698

Rank	% 1st CI	Hourly	Salary	>8 Yrs	>17 Yrs	>23 Yrs
Inspector	150%	93.74	\$194,969			
Acting Inspector	139%	86.86	\$180,671	\$184,570	\$188,470	\$192,369
Detective Sergeant	132%	82.49	\$171,572	\$175,471	\$179,371	\$183,270
Staff Sergeant	126%	78.74	\$163,774	\$167,673	\$171,573	\$175,472
Detective	119%	74.36	\$154,675	\$158,574	\$162,474	\$166,373
Sergeant	113%	70.61	\$146,876	\$150,775	\$154,675	\$158,574
Detective Constable	106%	66.24	\$137,778	\$141,677	\$145,577	\$149,476
1st Class Constable	100%	62.49	\$129,979	\$133,878	\$137,778	\$141,677
2nd Class Constable	85%	53.12	\$110,482			
3rd Class Constable	75%	46.87	\$97,484			
4th Class Constable	65%	40.62	\$84,486			

## ARTICLE 14 – OVERTIME

14.01 All officers who are required to work more than their standard shift shall be paid overtime at the rate of time and one-half per hour for time in excess of the first 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 officer's base pay rate under Article 13, and exclusive of Article 15 or any allowances.

14.02 If an officer 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 officer 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 officer 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 officer 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 officer 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 officer and approved by the supervisor authorizing the overtime. No meal allowance shall be paid when a suitable meal has been provided to the officer. 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 officer may, at their discretion, elect to accumulate overtime in time off (banked time) or to take it as payment. Any accumulated banked time off from overtime worked may be submitted by the officer 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 60 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.

**ARTICLE 15 – ACTING AND ASSIGNMENT PREMIUMS**

15.01 All officers temporarily assigned to assume responsibilities of the next higher rank or position shall receive acting pay premiums. The acting premium shall only be for the number of hours assigned to and while performing the duties of the higher rank or position. All Acting assignments are not permanent and are temporary in nature, subject to the needs of the organization.

15.02 Acting ranks are paid on a per hour basis only while the member is assigned to and performing those duties. Acting pay shall be commensurate with the base pay level of the acting rank position being performed. All officers will revert to their permanent rank (i.e. an acting Sergeant reverts to Constable) when not performing the acting role.

15.03 Identified designations within the SPS will receive additional pay (i.e. Assignment Premium) for additional responsibilities and duties performed. Officers receiving assignment premiums are expected to perform those duties when called upon, and to reasonably respond to provide those services if contacted outside of scheduled hours (subject to Article 14). Assignment premiums are not included under Article 14 calculations.

15.04 The following assignment premiums are approved within the Service:

<b>Assignment</b>	<b>Time Period</b>	<b>Paid</b>	<b>Pay</b>
Intoxilyzer Technician	Annually	End of Year	\$500
Negotiator	Annually	End of Year	\$500
Emergency Response Team (part time)	Annually	End of Year	\$500
Use of Force Trainer (part time)	Annually	End of Year	\$500
Drug Recognition Expert	Annually	End of Year	\$1500
Collision Reconstruction (Level IV)	Annually	End of Year	\$1500

Any annual calculations shall be prorated for partial calendar years worked. All assignment pay positions are subject to renewal and/or approval by the Chief of Police and may be given, revoked, or reassigned subject to the needs of the service.

15.05 Although officers may hold multiple assignments under the first column of Article 15.04, they shall only be compensated for a maximum of the top 3 assignments, from highest to lowest paid. That calculation shall be based on the highest paid 1<sup>st</sup> at 100%, 2<sup>nd</sup> assignment at the same or next highest pay at 75%, the 3<sup>rd</sup> assignment at the same or next highest pay at 25%.

15.06 Subject to the exigencies of the service, the Chief of Police and the Association may agree to add additional assignments to Article 15.04, and/or to adjust compensation upward for existing ones. It is understood that this shall require approval of the Police Service Board.

15.07 In recognition of their specialized roles, and need for increased availability and scheduling flexibility, Constables assigned to the following roles shall receive increased pay of 6%. This is in lieu of any assignments under Article 17, unless otherwise specified by the Chief of Police.

<b>Assignment</b>	<b>Time Period</b>	<b>Paid</b>	<b>Pay</b>
ERT Team Leader (full time)	Annually	Bi weekly	Equivalent to Detective Constable (i.e. 6%, Article 13)
K9 Officer (full time)	Annually		
Training Constable (full time)	Annually		

15.08 Any officer who is assigned to train a 4<sup>th</sup> Class Constable as a Coach Officer shall, in addition to any other salary or benefit set out in this Agreement, receive further specialist pay in the amount of \$3.00 per hour. Officers so assigned must have successfully completed and must maintain all required training for being a Coach Officer to be eligible for this payment.

#### **ARTICLE 16 – CLOTHING AND CLEANING ALLOWANCE**

16.01 All officers assigned full time to non-uniformed (e.g. plain-clothes) duties shall be allowed \$1,200.00 per year for clothing expenses in lieu of the clothing issue provided under Article 11.01. Annual pro-rated payments shall be made the first pay in December of each year.

16.02 All officers required to work in plain clothes on a temporary basis in excess of three consecutive months shall be eligible for prorated plain-clothes allowance under Article 16.01. This does not apply to officers required to wear plain clothes because of a workplace accommodation.

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

16.04 Each officer on active duty shall be paid two hundred (\$200) dollars per year as a cleaning allowance. Payment shall be made on the first pay in December and is prorated in partial years.

#### **ARTICLE 17 – STAND BY PAY**

17.01 An officer who is assigned by the Chief to be available for recall on a rest day(s) shall be paid a "stand by pay" equivalent to five (5) hours pay at the appropriate overtime rate, for each 7-day block. "Stand by pay" shall be limited to one (1) claim per calendar week. In the event the officer is recalled to active duty in the workplace then the officer shall be paid at the Article 14 overtime rates, as applicable, notwithstanding any "stand by pay" as set out above.

"Stand by" duty means the officer is available at all times to be contacted, consulted, and/or immediately called back to active duty (e.g. report to the workplace). It is the responsibility of the officer performing stand by duties to ensure that they can be contacted in order to report for active duty within a reasonable period of time, being no more than one (1) hour.

#### **ARTICLE 18 – SHIFT DIFFERENTIAL**

18.01 A shift differential in the amount of \$500 per year shall be paid to all officers scheduled to work recurring standard shifts that end after 7pm and before (or at) 12am on a regular and recurring basis or;

18.02 A shift differential in the amount of \$750 per year shall be paid to all officers scheduled to work recurring standard shifts that end after 12am and on or before 3am on a regular and recurring basis or;

18.03 A shift differential in the amount of \$1500 per year shall be paid to all officers scheduled to work recurring standard shifts that end after 3am on a regular and recurring basis, whichever is greater.

18.04 Payments under this Article 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. Entitlement under this article is based on the officer's annual shift schedule, not short term exceptions.

#### ARTICLE 19 – TRAVEL

19.01 When officers 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 officer travelling as a passenger with another officer 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 officer 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 officer attending the course.

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

- a) if the officer is working a regular day shift on the day of the required travel, three (3) hours off prior to the end of their shift; or
- b) if the officer is scheduled to begin work at 2:00 p.m. or later on the day of the required travel, he/she shall be deemed to be working, and shall not be required to report for duty; or
- c) if the officer is on a scheduled day off, 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 officers employed on a full time basis shall be eligible under this article. The Board agrees to contribute 100% of each officer'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 officer and each of their dependents. Officers 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.
    - i. 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 officers 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 officer.

20.05 To be eligible for the above plans, the officer 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 officers 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 65<sup>th</sup> birthday until they attain age 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 police officer 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 officer'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 officer's spouse and \$10,000 for each of the officer's children, and Accidental Death and Dismemberment insurance. Coverage will be subject to the terms and conditions of the respective Insurance policies as fully described in the Master Policies.

21.02 Every officer shall become immediately enrolled in the Plan during their eligible employment.

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

#### **ARTICLE 22 – PENSIONS**

22.01 In accordance with the terms, conditions and eligibility rules of OMERS, on their first date of employment an officer shall be automatically enrolled in the OMERS Pension Plan.

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

22.03 In accordance with the terms, conditions and eligibility rules of OMERS, the Board through OMERS shall provide an early retirement benefit with OMERS to permit early retirement without actuarial reductions in benefits within ten (10) years prior to an officer's normal retirement date when:

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

## ARTICLE 23 – COURT TIME

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

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

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

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

23.03 An officer 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 or superior court, and the court starting time for other courts.

23.05 If the attendance of an officer of the Service is required at court on a day of their annual vacation selected under section Article 6.04, 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 officer is compelled to attend court after booking annual vacation under Article 6.04 and this results in the officer forfeiting any deposits or payment from the annual vacation, the officer shall be reimbursed any financial loss as approved by the Chief of Police.

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

23.08 A retired officer required to attend any court proceeding as a result of their duties during their employment shall be paid at the hourly rate of pay at which they were at upon retirement, 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 officer is required to attend court continuously for a period of three (3) consecutive days or more in duration, the Chief of Police may temporarily reassign that police officer to eight (8) hour shifts, Monday to Friday. The hours of work for court under this section shall be 0900-1700 hours.

23.10 Lead investigators attending criminal court trial on a rest day, shall be paid for their actual hours worked pursuant to Article 14, plus three (3) hours credit in the first hour (at 1.0 times pay). This is limited to one lead investigator (Officer in Charge) per criminal trial matter. All secondary officers are paid in accordance with Article 14.

23.11 If an officer is compelled to attend criminal court for the purpose of testimony, with less than 48 hours' notice provided, the officer shall receive overtime for the actual hours worked, plus 4 hours of OT in the first hour.

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

24.01 Any officer 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 Officers 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 officer 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.

Officers shall notify the employer forthwith of any anticipated court matters or duty related commitments potentially impacted by their absence. Officers 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 officer 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 officer 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 officer must participate in the IME process and the cost shall be borne by the Board. The officer 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 officers to access an insurance bank of time credits to cover lost work time due to their own substantiated injury or illness(es). Each new officer will be covered by the STD plan immediately upon becoming an officer 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 1<sup>st</sup> for each year of full employment, at an accrual or restoration rate of:
  - Seventy two (72) hours of Primary STD credits at 100% pay annually, to a maximum of 216 hours in any three (3) calendar year period.
  - Earned Primary STD credits are prorated in partial years of eligibility.
  - Primary STD credits are prorated in the officer's first year of employment or 24 hours, whichever is greater.
- c) Secondary STD credits are available, in full, annually on January 1<sup>st</sup> of each year of eligible employment, to a maximum of four hundred and eighty (480) 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) Officers 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 officer 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 officer 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 officer.

When receiving STD credits, the officer 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 officer 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 officer, 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 officer 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 officer 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 officers covered by this Agreement effective from the first day of the month following the first month of employment. Subject to the provisions below the LTD Plan shall be as fully described in the Master Policy, however, it is strictly understood that the Board is not the insurer of the benefits.

- a. The LTD Plan shall provide a benefit of 70% of gross pre-disability regular monthly earnings, to the LTD Plan ceiling of \$7,500 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 officer becomes totally disabled, including but not limited to a disability pension to which the disabled officer is entitled under the CPP/QPP excluding benefits for 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 officer has a medically determinable physical or mental impairment due to injury or disease which prevents the officer from performing the regular duties of the occupation in which he/she participated just before the disability period. After the 24 month period, "totally disabled" means that the officer has a medically determinable physical or mental impairment due to injury or disease which prevents the officer from performing the duties of any occupation:
    - i. for which he/she has at least the minimum qualifications; and
    - ii. that provides an income that is equal to or greater than the monthly disability benefit available under this provision.
- The availability of work for the officer does not affect the determination of "totally disabled".
- e. Medical benefit coverages as per the Collective Agreement shall be continued for the 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 officers with disabilities, as defined by the Ontario Human Rights Code.

**Workplace Safety and Insurance Board (WSIB)**

24.09 (a) Where an Officer who receives an injury in the course of the performance of police duties, the salary of the Officer 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 Officer will be paid as set out herein.

(iii) Officers 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) Officers 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 officer's permanent rank or home job assignment (i.e. exclusive of acting or assignment premiums).

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

(i) The officer 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 Officer had the officer continued to receive full salary with regular deductions,
- d) The individual officer'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 officer is eligible to retire with an unreduced pension in accordance with OMERS , or when the officer

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 officer 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 officer's claim for occupational injury is denied by the WSIB and the officer 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 Officer'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 officer does not have sufficient STD credits or remaining time banks to cover the salary overpayment, the officer will be personally responsible for paying back the employer for the equivalent salary overpayment.

(d) Any officer on an approved WSIB absence, who has not returned to the workplace on a full time basis, 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 officer reaches their normal retirement age in accordance with OMERS regulations, whichever comes first.

#### 24.10 Any Officer:

- (a) who receives an injury in the course of the performance of the officer'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 Officer'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 Officer shall not exceed the net pay such officer would otherwise have received had the Officer not been absent provided the officer consents, in keeping with the spirit and intent of the "Workplace Safety and Insurance Act", to a release of information regarding the officer's ability to perform modified duties.

(i) In any event it is acknowledged that the officer'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, officers shall disclose proof of 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 Officer becomes eligible for an OMERS disability waiver of contributions, the calculation of net pay will assume that the Officer is in receipt of an OMERS disability waiver of contributions. The employer agrees to notify OMERS of the officer's disability in a timely fashion.

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

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

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

(vii) An officer's net pay shall be reduced by any OMERS disability pension benefits. The officer 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 officer.

(ix) For further clarity, sections 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 – PROMOTIONS**

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

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

25.03 Promotional candidates seeking to enter a promotional competition must be capable of performing any established job assignments and all requirements for the rank sought.

#### **ARTICLE 26 – SENIORITY**

26.01 Seniority is defined as the length of service of an officer from the first date of employment as an officer with the Sarnia Police Service.

Probationary officers shall not have any seniority rights, but on completion of probationary employment, their seniority shall date back to the day of which their employment began. 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 officers with the identical seniority dates.

26.02 Seniority shall cease and employment terminate if an officer:

- a) voluntarily quits the employ of the Board;
- b) is discharged for cause, and the discharge is not reversed;

#### **ARTICLE 27 – LEGAL INDEMNIFICATION**

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

- a) In the defense of a civil action if the officer is not found to be liable, or is found to have acted in good faith;
- b) In defense of a criminal or statutory prosecution if the officer is found not guilty, or the charges against the officer are otherwise dismissed or withdrawn;
- c) In respect of any other proceeding in which the officer's manner of execution of the duties of their employment is or may be an issue. Without limiting the generality of "any other proceeding", such proceeding shall include a Coroner's inquest, any proceedings initiated by a public complaint, an investigation 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 officer 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, officers 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 officers acting in their capacity as private citizens.

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

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

27.04 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 officer. Any bills or accounts received by an officer must be submitted as original to the Board, by delivery to the Chief of Police, within 20 days of the date said account is received by the officer.

27.05 Notwithstanding the provisions of Article 27.01, any police officer who as a result of their duties may be directly involved as determined by the Chief or their designate in an occurrence investigated under the provisions of Part 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 officer or officers involved.

For greater certainty, the parties agree that "after the occurrence" shall mean in the time period immediately following the occurrence, including such time as is necessary for the collection of relevant information or materials. The parties further agree that subsequent meetings involving officer(s) and counsel will be covered by the Board where the Chief of Police, or their designate, is given advance notice of the meeting, and consents to covering legal expenses. It is understood that coverage for subsequent meetings will not be unreasonably withheld. In the event that the Chief, or their designate, denies covering legal expenses, he will provide notice to the Association President, or designate, within twenty-four (24) hours. The provisions of this clause shall not mitigate an officer's duty to complete reports and report to and respond to the Chief or their designate or to complete such other duties or assignments as may be required by the exigencies of service.

#### **ARTICLE 28 – DISBANDMENT**

28.01 In the event the municipal council requests that the Police 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 officers not offered employment by the Ontario Provincial Police (OPP) or any other accredited police service;
- c) provisions dealing with officers who are absent from duty by virtue of illness or injury; and
- d) provisions dealing with the continuation of existing rights or retired officers.

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

28.04 Upon the municipality entering into a formal costing process or agreement with the OPP to disband the Sarnia Police Service, all officers of the Sarnia Police Service shall be entitled to a compensatory payment of one days' (eight (8) 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 officer 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, officers shall be displaced from the affected positions in reverse order of seniority.

28.06 In the event that an officer is not offered a similarly paid position with the OPP, the officer 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 officer would be eligible for an unreduced pension, whichever is less.

28.07 Any officer not offered a similarly (or higher) paid position or rank with 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 Article 28 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 officers not offered employment by the County funded Sarnia Police Service;
- c) provisions dealing with officers who are absent from duty by virtue of illness or injury; and
- d) provisions dealing with the continuation of existing rights or retired officers.

## ARTICLE 29 – SENIOR OFFICERS

29.01 Senior officers are defined as a police officer holding the permanent rank of Inspector and higher, but does not include the Chief or Deputy Chief.

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

- Article 7.03 – Public Holiday additional pay
- Article 13.02 – Workplace Retention and Incentive 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 Officers whereby Senior Officers 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 Officers shall be granted ten (10) days of lieu time annually on January 1<sup>st</sup> 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 Officers 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 officer salary compensation shall be in accordance with Article 13

29.06 Senior officers available for and being scheduled as a Duty Officer outside of normal working hours (i.e. Incident Commander or Critical Incident Commander), shall receive additional Duty Officer premium pay of eight thousand five hundred (\$8,500) annually. This shall be paid on a prorated monthly basis during any period of eligibility. This pay shall be in addition to the annual salary received under Article 13.

29.07 In recognition of higher rates of public and ceremonial duties, the Board agrees to provide Senior Officers an annual clothing and cleaning allowance of \$2,200 per year.

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

29.09 Senior officers, 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 forty (40) 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.

29.10 Senior officers acting as a Deputy Chief for a consecutive period of two weeks or more, shall be paid at an acting rate approved by the Board.

29.11 All benefits and entitlements under this article are prorated within the first year the officer becomes eligible (i.e. is promoted to Inspector).

29.12 Any Senior Officer 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 operational incentive premiums including:

- (i) Lieu time under Article 29.03
- (ii) Duty Officer premium under Article 29.06
- (iii) Clothing and Cleaning Allowance Article 29.08
- (iv) Performance incentive under 29.10

Article 29.12 sec (i) through (iv) shall be prorated for any period of eligibility

29.13 Article 29 is rescinded under this agreement upon implementation of any Sarnia Police Senior Officers Association Collective Agreement.

### **ARTICLE 30 – SUSPENSION WITH PAY**

30.01 Any officer absent from active duty by reason of being suspended with pay pursuant to the Community Safety and Policing Act 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 eight (8) hour days, Monday to Friday, 8am-4pm.

30.02 Annual Vacation - Any officer who is suspended from duty with pay by the Chief of Police under the provisions of the Ontario Community Safety and Policing Act 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 immediately be scheduled by the officer to a time mutually agreeable between the officer 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 unused vacation credits (other than those under Article 6.04) may be rescheduled within that calendar year to a time agreeable between the officer and the Service.

30.03 Public Holidays - Any officer who is suspended from duty with pay by the Chief of Police under the provisions of the Ontario Community Safety and Policing Act 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.

Upon suspension, all remaining Public Holiday time banks are to be applied to any remaining public holiday dates. If additional Public Holiday time remains in the officer's time bank, they shall be immediately scheduled to a time mutually agreeable between the officer and the Chief of Police. If no mutually agreeable time can be reached, the Chief shall direct the Public Holiday periods. When the officer's existing public holiday time banks are exhausted, any public holiday time previously elected for pay, shall be converted to time off as additional public 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 officer 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 officer suspended from duty without pay by the Chief of Police under the provisions of the Ontario Community Safety and Policing Act shall not accrue any vacation credits during the period of suspension.

If the suspension ends prior to the end of the calendar year, any remaining earned vacation credits shall be scheduled by the officer to a time mutually agreeable between the officer and

the Chief of Police. If no mutually agreeable time can be reached, the Chief shall direct the vacation periods or permit carry over into the subsequent year or direct that they be paid out.

31.02 Public Holidays - An officer suspended without pay under the provisions of the Ontario Community Safety and Policing Act 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 officer.

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 – RETIREMENT NOTICE**

32.01 When an officer of the Sarnia Police Service provides a minimum of six (6) months written irrevocable notice to the Chief of Police of their date of retirement, they may receive two (2) retirement gratuity weeks of annual leave in pay or in time off immediately preceding the retirement date.

32.02 Should the officer elect to cancel or otherwise rescind their retirement, they will permanently disqualify themselves from this article and will not be eligible to re-apply.

32.03 In the six month period prior to their retirement date, officers on an unsubstantiated absence from the workplace for 30 days or more, on unpaid leave, any form of suspension, absent under STD, LTD, or WSIB provisions are not eligible under Article 32.01.

32.04 Eligibility must be maintained up to and including the retirement date provided in order to receive their election under Article 30.01.

32.05 The written irrevocable notice of retirement shall be in a form satisfactory to the Service to be eligible for benefits under Article 32.

32.06 Any payments elected for under this article are to be made at the officer's normal rate of pay upon retirement, exclusive of any premiums, and not subject to Article 14.

33.07 Officers shall have their final year of public holiday, assignment premiums, and other forms of compensation prorated based on eligible time worked within that calendar year. Any owed entitlements of time shall be assigned or paid out at the discretion of the Chief of Police.

### **ARTICLE 33 – RESIGNATION/TERMINATION**

33.01 Officers 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 officer's final employment date. An officer 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 officer 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 officers 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 officer 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 owed entitlements of time shall be assigned or paid out at the discretion of the Chief of Police.

33.04 If an officer is no longer able to perform the core duties of a police officer (CSPA section 82(1)), and prior to initiating the termination process under section 88 of the CSPA, the Chief of Police may consider available accommodation options under the Civilian Collective Agreement. Any such accommodation shall require the agreement of the Association and Chief of Police. If the officer is permanently accommodated as a civilian member, they shall thereafter be subject to the Civilian Collective Agreement.

33.05 Officers shall in all respects, co-operate and actively participate in any reasonable process required to determine accommodation under Article 33.04. Officers shall, within 30 days, submit and actively participate in required medical examination(s) pursuant to any termination process under the CSPA section 88.

**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 31<sup>st</sup> 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**

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**Vice Chair Kelly Ash**

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**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 or SPSB 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**

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**Chair Paul Wiersma**

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**President Gavin Armstrong**

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**Vice Chair Kelly Ash**

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**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**

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**Chair Paul Wiersma**

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**President Gavin Armstrong**

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**Vice Chair Kelly Ash**

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**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: Civilian 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 Civilian 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