

SOURCE	City		
EFF.	87	01	01
TERM.	88	12	31
No. OF EMPLOYEES	223		
NOMBRE D'EMPLOYÉS	223		

SUDBURY REGIONAL POLICE
COLLECTIVE AGREEMENT

JANUARY 1ST, 1987 to DECEMBER 31ST, 1988

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THIS AGREEMENT made this day of , 1987

BETWEEN :

THE SUDBURY REGIONAL BOARD OF COMMISSIONERS OF POLICE
(Hereinafter called "The Board")
OF THE FIRST PART

AND:

THE SUDBURY REGIONAL POLICE ASSOCIATION
(Hereinafter called "The Association")
OF THE SECOND PART

Whereas the parties have mutually agreed to enter and execute this Agreement defining, determining and providing for remuneration, benefits, pensions and working conditions of the members of the Sudbury Regional Police Force as set out herein.

NOW, therefore, this Agreement witnesseth that in consideration of the mutual agreement and understanding herein the parties hereto covenant and agree each with the other as follows:

ARTICLE 1 - SCOPE

This Agreement shall apply only to those members of the Sudbury Regional Police Force holding a rank or classification as set out in Appendix "A" hereto.

ARTICLE 2 - DEFINITIONS

- (a) "Association" means the Sudbury Regional Police Association,
- (b) "Board" means the Sudbury Regional Board of Commissioners of Police,
- (c) "Chief of Police" means the Chief of Police of the Sudbury Regional Police Force.
- (d) "Member" means a person holding rank of classification as set out in Appendix "A" of this Agreement,
- (e) "Department" means the Sudbury Regional Police Force.
- (f) "Seniority" shall mean the period of service which a member has acquired from his date of hiring or his cumulative service in accordance with the seniority lists posted in January, 1973.
- (g) "Cadet Trainee" means a newly-hired member who has no previous police experience. Such members shall serve an orientation period consistent with the Ontario Police College recruit programme and such in-service training, not to exceed two weeks, as determined by the Department.

Such members shall not be hired more than two months prior to their attendance at the recruit programme at the Ontario Police College.

Subject to the successful completion of the orientation, College and in-service periods, a Cadet Trainee shall be sworn in as a Fourth Class Constable and his probationary period shall commence, A Cadet Trainee shall be entitled to all benefits of the Collective Agreement, except Article 19.01.

Cadet trainees shall not perform any of the functions of a sworn officer except the service of summonses. This shall not prohibit cadet trainees from riding as an escort in a patrol car, but they shall not be counted as a second officer in a two-officer car.

ARTICLE 3 - RECOGNITION

3.01 The Board recognizes the right of the Association to appoint or otherwise select a Negotiation Committee (also known as the Grievance and Complaint Committee) of not more than five (5) members. The Board will recognize and deal with the said committees with respect to any matter which may properly arise from the Grievance and Complaint Procedure concerning the administration of This Agreement.

3.02 The Board agrees that there will be no discrimination, interference, restraint, or coercion exercised or practised by the Board or any of its representatives with respect to any member of the Police Force because of his membership or connection with the Association, and that membership in the Association by members of the Police Force who are eligible to join will not be discouraged.

ARTICLE 4 - ASSOCIATION MEMBERSHIP AND CHECKOFF

4.01 It is agreed and understood by the parties hereto that there shall be a compulsory check off as a condition of employment upon all employees who come within this bargaining unit to which this Agreement applies and it shall continue during the period of this Contract,

4.02

The Treasurer of the Regional Municipality of Sudbury agrees to deduct the amount of Association dues as certified by the Association. for all employees covered by Article 1 from the bi-weekly pay of each member.

4.03

Within a reasonable time after the making of each such deduction, the sum so deducted shall be forwarded to the Treasurer of the Association.

ARTICLE 5 - SALARIES

5.01

The Board of Commissioners shall pay members at the salary rates set out in Appendix "A". The salaries of the members shall be paid bi-weekly and deduction slips showing the salary and deductions shall be included in each pay.'

ARTICLE 6 - HOURS OF WORK

6.01

The normal weekly period of Police duty which a member is required to perform shall be of forty (40) hours, to be worked as per present Departmental system and each daily tour of duty shall consist of eight (8), eight-and-one-half (8-1/2), or ten (10) consecutive hours, provided that the Chief of Police shall continue to have the right to change the starting time of a tour of duty. The tours of duty stipulated above are fixed by assignment and Department policy.

6.02

A member who performs his duties in one period of eight (8), eight-and-one-half (8-1/2), or ten (10) consecutive hours shall, where requirements of the service permit, be entitled to a 60 minute lunch period, and further that the member may use restaurant facilities for lunch where no other approved facilities are reasonably available. This lunch period shall be scheduled after the end of the second hour following the commencement of each shift and prior to the beginning of the sixth hour of such shift.

6.03

Where the requirements of the service do not permit a member to take a lunch break, the member shall be credited with 60 minutes at straight time.

6.04

The Board agrees that where a member has completed 50% of the hours of his prescribed daily tour of duty and is subsequently prevented from completing his shift by accident or injury, he shall be deemed to have completed his shift,

ARTICLE 7 - SHIFT DIFFERENTIALS

7.01 All members shall be entitled to the following shift differential which will apply only to straight time hours: A night shift differential of fifty cents (50) cents per hour shall be paid to members for work performed between the hours of 00:01 and 08:00 hours. An afternoon shift differential of twenty-five (25) cents per hour shall be paid for work performed between the hours of 16:00 and 24:00 Hours.

ARTICLE 8 - OVERTIME

8.01 A member required to work over his prescribed tour of duty in one day shall be paid at time and one-half (1-1/2) his normal rate of pay for each hour or part thereof exceeding fifteen (15) minutes worked.

8.02 When a member is off duty and is required to return to duty, he shall be credited for the time he actually worked at time and one-half (1-1/2) provided there is a minimum of three (3) hours at time and one-half (1-1/2) granted for such call-back.

- 8.03 At the request of a member, and subject to the needs of the Force, the Chief of Police may grant time off in lieu of overtime pay.
- 8.04 A member may carry over a balance of up to thirty (30) hours from November 30th of the year of acquisition to the next year, Payment of carried over time shall be at the rate in effect at the time earned.
- 8.05 Subject to the provisions of Article 8.04, any balance remaining as of November 30th of the year of acquisition shall be paid with the exception of requests for a thirty hour carry over and only overtime worked after that day may be accumulated from year to year. Payment for such overtime will be paid as per Departmental policy. Notwithstanding the above procedure, a member may elect payment of banked overtime credits by making application to the Chief of Police at least thirty (30) days prior to the pay period.
- 8.06 Overtime shall mean all time worked in excess of a member's scheduled tour of duty.

8.07

For the purpose of this Agreement, a call-back shall be defined as the recall of a member to duty after his normal tour of duty has been completed, and he has left the premises of the employer or fifteen minutes has elapsed, and before the member's next normal tour of duty.

ARTICLE 9 - COURT TIME

9.01

When a member necessarily attends Court at the direction of the Department or the Courts as a result of his police duties other than when he is on duty, he shall be granted a credit of four (4) hours, for the first hour or part thereof he attends Court, plus one (1) hour for each additional hour or part thereof exceeding fifteen (15) minutes of such attendance.

9.02

At the request of a member and subject to the needs of the Force, the Chief of Police may grant time off in lieu of Court pay. Subject to Article 9.05, any balance remaining as of November 30th, shall be paid. Only Court time accumulated after that date may be accumulated from year to year. Payment for such Court time will be paid as per Departmental policy.

9.02 Notwithstanding the above procedure, a member may elect payment of banked Court time credits by making application to the Chief of Police at least thirty (30) days prior to the pay period,

9.03 If a member is required to attend at Court while he is enjoying his annual or statutory leave, there shall accrue to him sixteen (16) hours credit for each day or part thereof which he shall have spent at Court during the said annual or statutory leave and the provisions of Article 9.01 shall not apply.

9.04 Where a member, who is working night shift, is required to remain in Court after 15:00 hours, and is scheduled for the following night shift, he may request time off and use his accrued Court Time in lieu of working. Permission to take time off shall be subject to the requirements of the Department.

9.05 A member may carry over a balance of up to thirty (30) hours from November 30th of the year of acquisition to the next year, provided that such carry over is not cumulative with Article 8.04. Only thirty (30) hours in total may be carried over.

ARTICLE 10 - MEAL ALLOWANCE

10.01 Any member who works in excess of three (3) hours beyond his normal tour of duty shall be granted a meal with a value up to five dollars and fifty cents (\$5.50) and each member shall be granted an additional meal with a value up to five dollars and fifty cents (\$5.50) for each additional four (4) hour period he is required to work.

ARTICLE 11 - VACATIONS AND DESIGNATED HOLIDAYS

11.01 All members shall receive vacations with pay based on length of continuous service as follows:

- (a) Members with one or more years of continuous service shall be entitled to two weeks annual leave with pay.
- (b) Members with five or more years of continuous service shall be entitled to three weeks annual leave with pay.
- (c) Members with ten or more years of continuous service shall be entitled to four weeks annual leave with pay.

- (d) Members with fifteen or more years of continuous service shall be entitled to five weeks annual leave with pay.
- (e) Members with twenty or more years of continuous service shall be entitled to six weeks annual leave with pay.
- (f) Members with twenty-five or more years of continuous service shall be entitled to seven weeks annual leave with pay.

11.02

Annual leave shall be arranged on the following basis:

- (a) Vacation scheduling shall be done only within a Platoon, Branch or Unit. There shall be a bi-annual re-alignment of Platoons in the Uniform Division to ensure a balanced mix of seniority levels in each Platoon.
- (b) Within each Branch, Unit or Platoon, members shall choose vacation times in order of their seniority. The selection of N.C.O. vacation times shall be separate and distinct from vacation selection by Constables.

11.03

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

11.04

DESIGNATED HOLIDAYS:

- (a) All members shall be entitled to eleven additional holidays.

- (b) In respect of the pay in lieu of Designated Holidays, payment for forty (40) hours shall be granted in the form of forty (40) consecutive hours to be taken in the same manner as annual leave. -

Payment for the remaining forty-eight (48) hours shall be in the form of a credit to a member's Overtime Bank on 1 January of each year and may be taken as time off or payable upon request. The balance of the Overtime Bank shall be paid in the first pay period in December. No more than two shifts can be taken off at a time.

THIS IS A
REVISION TO
THE 1986

ARTICLE 12 - SERVICE PAY

(POL - EFFECTIVE JAN. 1/87)

12.01

All members shall receive service pay for the contract year, in addition to their regular salaries, in accordance with the following schedule:

- (a) Five to Nine years completed Service \$ 70.00
- (b) Ten to Fourteen years completed Service \$135.00
- (c) Fifteen to Nineteen years completed Service \$200.00
- (d) Twenty to Twenty-Four years completed Service \$265.00
- (e) Twenty-Five to Twenty-Nine years completed Service \$330.00
- (f) Thirty to Thirty-Four years completed Service \$395.00
- (g) Thirty-Five to Thirty-Nine years completed Service \$460.00
- (h) Forty years or more completed Service \$525.00

ARTICLE 13 - CLOTHING ALLOWANCE AND UNIFORMS

13.01

The sum of seven hundred (\$700.00) annual clothing allowance shall be paid to members who are full-time plain clothes officers and two dollars and fifty cents (\$2.50) work day clothing allowance for each day of employment to members as part-time plain clothes

13.01

officers. Provided however, that where a member has been in receipt of the two dollars and fifty cents (\$2.50) per working day for a period of six months, then in every such case this member shall receive the annual allowance of seven hundred (\$700.00) and NOT the two dollars and fifty cents (\$2.50) per working day for the period of time that he had been engaged on plain clothes duty within that year.

13.02

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

13.03

1. The Board shall annually provide each member payment for dry cleaning services for clothing used in the course of duty up to a total payment of \$150.00.
2. The amount shall be pro-rated for members not employed for a full calendar year.
3. The method of satisfying this clause shall be at the discretion of the board.

ARTICLE 14 - LIFE INSURANCE

14.01 The Board shall provide and pay one hundred per cent (100%) of the premium cost of a Group Life Insurance Plan for all members covered by this Agreement to provide coverage equal to twice the basic annual salary of each member.

ARTICLE 15 - MEDICAL, HOSPITAL AND DRUG INSURANCE

15.01 The Board shall pay one hundred per (100%) of the current premium costs to provide each member with the following :

15.02 Medical Insurance under the Ontario Health Insurance Plan.

15.03 Hospitalization under the Ontario Health Insurance Plan and Supplementary Blue Cross Plan for Hospital care for semi-private coverage.

15.04 Blue Cross Extended Health Care including eye-glasses (maximum subsidy - one hundred and forty dollars (\$140.00) and Hearing Aids (maximum subsidy \$300.00). Effective first of the month following signing of the Collective Agreement.

15.05 Blue Cross Dental Plan No. 9 at the 1986 O.D.A. Schedule of Fees and update to 1987 O.D.A. Effective first of the month following signing of the Collective Agreement.

ARTICLE 16 - SICK LEAVE CREDIT PLAN

16.01 The Sick Leave Credit Plan shall be in accordance with Appendix "B" of this Agreement, being By-Law 85-155 and present amendments thereto,

ARTICLE 17 - WORKERS' COMPENSATION

17.01 A member who is eligible for Workers' Compensation payments under the Workers' Compensation Act, R.S.O. 1980, c. 505, as amended, shall be entitled to be paid by the Board a sum sufficient to supplement the statutory benefits up to the member's net basic pay as of the date of injury. The Board's liability hereunder shall extend for one year only from the date of the injury, following which the member may use accumulated sick leave credits as contemplated in By-law 85-155 and present amendments thereto, until the sick leave credits are exhausted.

17.02 When a member is absent from work due to

- (a) A compensatable accident, injury or illness under the Workers' Compensation Act, or
- (b) His being hospitalized at least two days prior to his scheduled annual leave,
such member's ^{PTD} annual ^{VAC} leave will be deferred to a period to be fixed by the Chief of Police within the same calendar year.

ARTICLE 18 - COMPASSIONATE OR SPECIAL LEAV

18.01 Compassionate leave shall be granted to a member in the amount of three (3) working days to attend the funeral of a relative. For the purpose of this section, a relative means: Wife, Husband, Child, Father, Mother, Brother, Sister, Father-in-Law, Mother-in-Law, Brother-in-Law, Sister-in-Law, Son-in-Law, Daughter-in-Law, Grandparents, Grandchildren, Grandparents-in-Law or a person standing in loco parents.

18.02 At the discretion of the Chief of Police, a member, in an appropriate case, may be granted additional leave or compassionate leave in circumstances other than those specified in Paragraph 18.01 of this Article.

18.03 Maternity Leave will be in accordance with The Employment Standards Act, it being provided there is no cost to the Board. A member on maternity leave shall have the privilege of making arrangements with the Regional Treasurer whereby she will pay the full cost of fringe benefits or any portion that is normally paid by the Board for the purpose of maintaining agreed upon benefits for the duration of the maternity leave. In that the appropriate legislation provides for only seventeen (17) weeks of pregnancy leave, any leave in excess of that period,

18.03 up to nine months maximum, may be taken only with the consent of the Board. A member on maternity leave shall not lose any seniority during such leave period but the maximum duration of leave shall be nine (9) months.

18.04 Where a member, with at least twelve months and eleven weeks of continuous service, legally adopts a child, such member shall be entitled to an unpaid leave of absence of up to seventeen weeks. The member shall advise the Department as far in advance as possible with respect to a prospective adoption.

ARTICLE 19 - POLICE TRAINING EXPENSES

19.01 Each member who is directed to attend Police College at AYLMEER, or any other authorized course requiring accommodation on the part of the member at a place other than his usual residence, shall be paid an expense allowance in the amount of fifty dollars (\$50.00) per week in addition to his regular salary, and in addition shall be provided with the necessary books, equipment and other related expenses where necessary for such attendance.

19.02

Each member who makes application and who is approved by the Board to attend University or any institution of higher learning to take an approved degree course, technical course, seminar course, or to receive any training which will complement his knowledge and be of benefit to the Force, may be granted the necessary time off with pay, and may have all fees for registration, tuition, textbooks, visual aids and incidental expenses paid by the Board. Such approval shall be in complete and uncontrolled discretion of the Board.

ARTICLE 20 - OUT-OF-TOWN TRIPS

20.01

When a member is required to go out-of-town on police duty (except for the purpose of training), he shall not be required to drive more than four hundred (400) miles per day.

ARTICLE 21 - ASSOCIATION BUSINESS

21.01

Any member who is elected to represent the Association at the meetings of the Police Association of Ontario and/or the Annual Convention of the Police Association of Ontario, shall be granted leave to specifically attend these functions. Leave with full pay to attend the quarterly meetings of the Police Association of Ontario will be taken at the discretion of the Chief of Police. The number of representatives attending the annual convention shall not exceed six (6) in number in accordance with the Police Association of Ontario Constitution and by-Laws.

21.01 The total paid leave available to members of the Association for these Association activities shall not exceed forty-two (42) working days in any calendar year.

21.02 Any member who is elected or appointed to the Police Association of Ontario Board of Directors or the Executive Board shall be granted leave to attend Quarterly and Special Meetings of the Police Association of Ontario and to perform the necessary functions of that office, with full pay, but the total of such leave shall not exceed fifteen (15) working days per year to be taken at the discretion of the Chief of Police.

21.03 Members of the Bargaining and Grievance Committee shall be allowed time off, with full pay, to attend any meeting with the Board or Administration or Arbitration hearings, in order to carry out their function.

21.04

(a) At the request of the Association, a member elected to the office of the President of the Association shall be granted a leave of absence of one year. During such leave of absence, the member's salary and benefits shall be maintained by the Department and the Association agrees to re-imburse the Department in the amount of the full cost of such salary and benefits. It is understood that during such leave, the member shall be considered to be an employee of the Association, however, notwithstanding the effect of the Collective Agreement, the member's seniority shall continue during such leave of absence.

(b) Failing selection of (a) above, a member elected to the office of President of the Association shall be entitled to a cumulative leave of absence of 35 working days during the year, The Department shall maintain the member's salary and benefits during such leave and the Association agrees to reimburse the Department in the amount of the cost of such salary and benefits, Such leave shall be conditional upon sufficient notice of a request to be absent from work and subject to the reasonable operational requirements of the member's unit.

ARTICLE 22 - PENSION PLANS

22.01 The benefits from any Registered Pension Plans enjoyed by the members of the Force at the 31st day of December, 1974, shall continue in effect subject to any Statutory Amendment or Amendments that may hereafter be made.

22.02 Effective January 1st, 1975, and continuing each year thereafter, the Board shall purchase, in addition to O.M.E.R.S. Basic Pension Plan, a Type one (1) O.M.E.R.S. Supplementary Pension Plan at a 2% benefit rate to fully cover past and future service. Benefits become payable at normal retirement age (age 60).

NO MORE TYPE I
+ TYPE II

22.03 Effective January 1st, 1981, and continuing each year thereafter, the Board shall also provide Early Retirement O.M.E.R.S. Supplement Type three (3) to permit Early Retirement without actuarial reduction in benefits within ten (10) years prior to a member's normal retirement date, when,
The member has completed thirty (30) years of service with the employer.

OR

The member is declared by the employer to be unable to perform the duties of his employment due to mental or physical incapacity (partial disability).

22.04

Effective January 1st, 1982, members of the Force shall contribute eight per cent (8%) of their pensionable earnings towards Basic and Supplementary O.M.E.R.S. Pension Plans integrated with the Canada Pension Plan.

22.05

*Retired
clauses*

The Board agrees to contribute one hundred per cent (100%) of the total employee premium costs of:

1. Blue Cross Extended Health Care Plan EHC
2. Hospitalization under the Ontario Health Insurance Plan and Supplementary Blue Cross Plan for Hospital care for semi-private coverage.
3. Blue Cross Extended Health Care including eye-glasses -(maximum subsidy \$125.00) and hearing aids,

*Grand
1500*

To be applied to all employees retiring after January 1, 1985, unless this service is provided from any other source. **This** coverage shall continue until the retired member reaches the age of sixty-five (65) years or reaches his demise whichever comes first.

Effective for members retiring after the execution of this Collective Agreement the subsidies in item 3 will be increased to: eye-glasses - \$140 (maximum subsidy); hearing aids \$300.00 (maximum subsidy).

*Cannot be
set up until
someone is
eligible for
coverage*

500D

22.06

The Board agrees to contribute one hundred per cent (100%) of the total premium costs of:

1. Blue Cross Extended Health Care Plan
2. Hospitalization under the Ontario Health Insurance Plan and Supplementary Blue Cross Plan for Hospital care for semi-private coverage.
3. Blue Cross Extended Health Care including eye-glasses (maximum subsidy \$125.00) and hearing aids.

No group set up as we had no one in this category.

To be applied to all those who become widows and dependent children of members of the force after January 1st, 1985, unless this coverage is provided by any other source. Upon an annual certification by the Association that the status of the widow has remained the same, the Board shall continue its premium coverage until the widow reaches her demise, age 65 years, or remarries, whichever comes first,

Individuals who become widows and dependent children after the execution of this Collective Agreement, the subsidies in item 3 will be increased to: eye-glasses - \$140.00 (maximum subsidy); hearing aids - \$300.00 (maximum subsidy).

NEW

cannot be set up until we have someone eligible for coverage.

ARTICLE 23 - GRIEVANCE AM, COMPLAINT COMMITTEE

STEP 1 When **a** member has any grievances or complaint, he shall within one hundred and twenty (120) hours, convey to his immediate superior, in writing, **all** facts relative to the grievance or complaint. The member and his superior shall make every attempt to resolve the problem at this preliminary stage.

STEP 2 If the member and the superior fail to resolve the grievance or complaint to the satisfaction of the member, or if the superior fails to discuss, acknowledge or otherwise deal with the grievance within one hundred and twenty (120) hours, the member may within forty-eight (**48**) hours invoke the following procedure in an attempt to remedy the cause of his grievance or complaint. The member shall have no right to this procedure unless he first attempts to resolve the difference by the preliminary procedure.

STEP 3 The member shall communicate his grievance or complaint in writing to the Chief of Police and to the official representative of the Association, setting down all matters pertinent to the dispute.

CC

STEP 4

Such presentation shall be at a meeting between the Chief or his designate and the Grievance Committee or its designate(s) at a meeting to be held within seven calendar days of the filing of the grievance under Step 3.

STEP 5

The Chief of Police or his appointee shall, with reasonable dispatch, hear or receive the grievance or complaint and within ten (10) days communicate in writing his decision relative to the grievance or complaint.

STEP 6

The Association may, if dissatisfied with the ruling of the Chief of Police or his appointee or, if the Chief of Police or his appointee fails or refuses to deal with the grievance or complaint within the specified time, file with the Board the grievance or complaint within fifteen (15) days of the date the grievance or complaint was submitted to the Chief of Police or his appointee,

STEP 7

The Board shall investigate the grievance or complaint and/or cause an inquiry to be held between the persons involved in the dispute, and shall within thirty (30) days of receipt of the grievance or complaint, submit in writing, their decision in the matter.

STEP 8

The Association may, if dissatisfied with the decision of the Board or, if the Board fails to communicate, acknowledge or inquire into the grievance or complaint within the specified time, submit the matter to an arbitrator. The Association shall notify the Board of its desire to submit the grievance or complaint to an arbitrator, and if the Board and the Association do not within ten (10) days agree upon a single arbitrator, the appointment of a single arbitrator shall be made by the Solicitor General upon request of either party, and the arbitrator shall hear the grievance or complaint within thirty (30) days after his appointment and shall issue a decision within a reasonable time thereafter, and such decision is final and binding upon the parties.

STEP 9

Each party shall share equally the cost of the arbitration proceedings and the cost of the arbitrator.

STEP 10

Any time limits specified in this procedure may be enlarged or extended by consent of the parties then so engaged in the procedure.

ARTICLE 24 - PAY FOR POSTING AND ACTING RANKS

24.01 Any member who is designated by the Chief of Police or his designee, to perform the duties of a higher rank shall thereafter receive the pay of such higher rank for the number of days worked in this capacity, during such year.

24.02 (a) Where the Chief or his designate assigns a Constable to the Criminal Investigation Division for the purpose of gaining experience in the operation of the unit, such Constable shall receive his normal rate of pay for the first nine months on his first assignment, Thereafter he shall receive Sergeant's pay for the duration of the assignment in excess of this period and for each subsequent assignment,

(b) Members assigned to Identification Branch shall receive Sergeant's pay in accordance with Article 24.02(b).

(c) No more than two members at a time shall be assigned to the Criminal Investigation Division under 24.02(a) and no more than one member at a time shall be assigned to Identification under 24.02(b). No such assignment will exceed twelve consecutive months at a time.

ARTICLE 25 - VACANCIES

25.01 (a) There shall be three methods for filling vacancies: lateral, promotional, and temporary. They are as follows:

(i) Lateral:

Where the Chief determines that there is a requirement for a permanent appointment in any rank in the bargaining unit above the rank of Constable, such position shall be posted for seven consecutive calendar days for application by other personnel holding the same rank as the declared vacancy. Where, in the judgement of the Chief, the skill, ability, qualifications, experience and suitability for the position are equal among the applicants considered, then seniority in the rank shall govern. The judgement of the Chief shall not be exercised in a manner that is arbitrary, discriminatory or in bad faith, and the Association shall have the right to challenge the Chief's judgement on this basis.

(ii) Promotional:

Where the Chief has made a determination that there is a requirement for a permanent appointment as in (i) above and there are no qualified applicants from those holding the same rank as the declared vacancy, the promotional process shall be instituted. The Chief shall recommend candidates for promotion on the basis that candidates of relatively equal merit shall be recommended in order of seniority.

25.01 (a)

(iii) Temporary:

Where the Chief decides to fill a vacancy created by a temporary absence (due to vacation, illness or disability, a leave of absence, or an unfilled permanent appointment being filled under (i) or (ii) above), he shall select replacements by the order of ranking of the unsuccessful candidates in the immediately preceding promotional competition for the rank that is being replaced. Where the Chief decides to fill a temporary vacancy not expected to exceed thirty (30) working days absence of the member being replaced, the Chief shall select from among the unsuccessful candidates in the Branch, Unit or Platoon where the absence occurs.

(iv) The above paragraphs shall be subject to the grievance and arbitration procedure with respect to the selections made thereunder.

25.02

Specific counselling shall be given to each member regarding his performance and behaviour, and that each member be required to acknowledge, through signing an evaluation form, that the evaluation and counselling has been conducted, and a copy of that form be supplied to him after the signing of same.

This evaluation form shall also provide adequate room for remarks by the member being rated.

ARTICLE 26 - FORCE REDUCTION

26.01 In the event of a Force reduction, members shall be released in reverse order of seniority and members shall be recalled according to seniority provided that the member is mentally and physically fit. Such right to recall shall expire at the expiration of **two (2)** years from the date of release and the obligation on the Board shall be completely discharged and the member shall have **no** other rights if he fails to respond within ten (10) days of the notice of recall being sent by prepaid Registered Post to his last address on record with the Department.

ARTICLE 27 - GENERAL PROVISIONS

27.01 Whenever applicable in this Agreement, the singular shall include the plural and the masculine gender **shall** include the feminine.

ARTICLE 28 - DURATION AND EFFECTIVE DATE

28.01 The Agreement shall remain in effect until the 31st day of December, 1988, unless either party **gives** to the other party **a** written notice of termination or of a desire to amend this Agreement, then it shall continue in effect for a further year without change.

28.02

Notice that amendments are required or that either party intends to terminate this Agreement may only be given within the period of ninety (90) days prior to the expiration date of the Agreement, or any anniversary date of such expiration date.

28.03

If notice of amendments or termination is given by either party, the other party agrees to meet for the purpose of negotiations within a period of fifteen (15) calendar days from the receipt of such notice if requested to do so, provided however, an extension of time shall be granted if so requested by either party.

APPENDIX "A"

SALARIES - 1987

JANUARY 1, 1987 - 4.5%

POLICE ASSOCIATION - DEPT. 235

<u>RATE</u>	<u>HOURLY RATE</u>	<u>BI-WEEKLY</u>	<u>ANNUAL</u>
STAFF SERGEANT	22.53	1802.40	47,042.64
SERGEANT	20.66	1652.80	43,138.08
1ST CLASS CONSTABLE	18.41	1472.80	38,440.08
2ND CLASS CONSTABLE	16.42	1313.60	34,284.96
3RD CLASS CONSTABLE	14.85	1188.00	31,006.80
4TH CLASS CONSTABLE	13.14	1051.20	27,436.32
CADET	9.79	783.20	20,441.52

JULY 1, 1987 - 1.5%

STAFF SERGEANT	22.87	1829.60	47,752.56
SERGEANT	20.97	1677.60	43,785.36
1ST CLASS CONSTABLE	18.69	1495.20	39,024.72
2ND CLASS CONSTABLE	16.67	1333.60	34,806.96
3RD CLASS CONSTABLE	15.07	1205.60	31,466.16
4TH CLASS CONSTABLE	13.34	1067.20	27,853.92
CADET	9.94	795.20	20,754.72

APPENDIX "A"

SALARIES - 1988

JANUARY 1, 1988 - 4.0%

POLICE ASSOCIATION - DEPT. 235

<u>RATE</u>	<u>HOURLY RATE</u>	<u>BI-WEEKLY</u>	<u>ANNUAL</u>
STAFF SERGEANT	23.79	1903.20	49,673.52
SERGEANT	21.81	1744.80	45,539.28
1ST CLASS CONSTABLE	19.44	1555.20	40,590.72
2ND CLASS CONSTABLE	17.34	1387.20	36,205.92
3RD CLASS CONSTABLE	15.67	1253.60	32,718.96
4TH CLASS CONSTABLE	13.87	1109.60	28,960.56
CADET	10.34	827.20	21,589.92

JULY 1, 1988 - 1.5%

STAFF SERGEANT	24.15	1932.00	50,425.20
SERGEANT	22.14	1771.20	46,228.32
1ST CLASS CONSTABLE	19.73	1578.40	41,196.24
2ND CLASS CONSTABLE	17.60	1408.00	36,748.80
3RD CLASS CONSTABLE	15.91	1272.80	33,220.08
4TH CLASS CONSTABLE	14.08	1126.40	29,399.04
CADET	10.50	840.00	21,924.00

DATE THIS DAY OF

, 1987

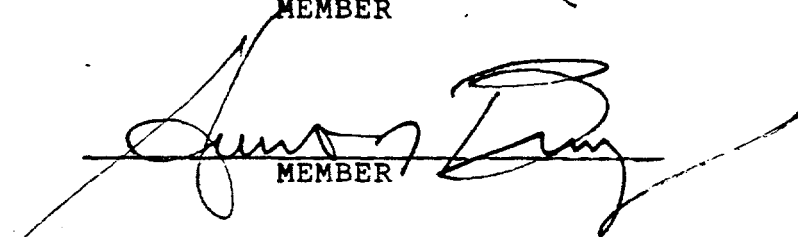
SUDBURY REGIONAL BOARD OF COMMISSIONERS OF POLICE


CHAIRMAN


VICE-CHAIRMAN


MEMBER


MEMBER


MEMBER

SUDBURY REGIONAL POLICE ASSOCIATION


PRESIDENT


MEMBER


MEMBER


MEMBER


MEMBER

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

WHEREAS the Council of The Regional Municipality of Sudbury deems it desirable to continue the plan of sick leave credit gratuities for the employees of The Regional Municipality of Sudbury established by By-law 73-30 as amended;

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

1. In this By-law,
 - (a) **"AREA MUNICIPALITY"** means any one of the seven area municipalities of The Regional Municipality of Sudbury,
 - (b) **"BASIC RATE"** means the rate of pay of the individual's permanent job classification at the time of injury/sickness,
 - (c) **"COUNCIL"** means the Council of The Regional municipality of Sudbury,
 - (d) **"DEPARTMENT HEAD"** means the Chief Administrative Officer, Regional Engineer, Regional Planning Director, Regional Treasurer, Regional Clerk, Co-ordinator of Economic Development, Director of Health and Social Services, Regional Personnel

AND

- (1)
- (2) contrast employees,
- (3) non-union employees, being persons not covered by a collective agreement negotiated pursuant to the Labour Relations Act of Ontario, and hired after December 31st, 1980,

- (4) employees of The Canadian Union of Public Employees, Locals #6, #207 and #207 - Social Services, C.L.C. hired on or after July 1st, 1982,
- (5) employees who are members of the Ontario Nurses Association and employed as Nurses at Pioneer Manor,
- (6) employees, civilian and police, who are covered by the terms of reference in the Senior Officers Memorandum of Agreement hired on or after October 1st, 1978,
- (7) the Chief of Police and the Deputy Chief hired on or after October 1st, 1978, and
- (8) 'employees on probation, but -employee' in this by-law does include police officers on probation.

- (f) "EMPLOYEE HEALTH CARE - personal maintenance of" means the personal attendance by a legally qualified and licensed medical practitioner, medical specialist, dentist, chiropractor, optometrist or physio-therapist for diagnostic or treatment services to an employee whether through direct employee contact or subsequent referral,
- (g) ✓ "MONTH" shall mean a calendar month,
- (b) ✓ "NET PAY" means the value of the employee's basic rate of pay less U.I.C., C.P.P., Income Tax, and O.M.E.R.S. Deductions,
- (i) ✓ "PERSONNEL DIRECTOR" means the Personnel Director of The Regional Municipality of Sudbury,
- (j) ✓ "REGION" means The Regional Municipality of Sudbury,
- (k) ✓ "REGULAR ATTENDANCE" means the attendance of an employee at his duties for any month, on the days and during the hours for which his attendance is required during that month, according to the terms of his employment,

- (l) ✓ "SERVICE" means all attendances and authorized leaves of absence with pay, but shall not include leave of absence without pay in excess of two consecutive weeks,
- (m) ✓ "SICK LEAVE ABSENCE" means absence from regular attendance by sickness or other physical incapacity for which such leave of absence may be paid from the established credits,
- (n) "SICK LEAVE CERTIFICATE" means a certificate verifying a claim for sick leave in the form attached hereto and forming part of this By-law as Schedule "A", or in the case of Police Officer., in the form attached as Schedule "B",
- ✓(o) "SICK LEAVE CREDIT" means a per diem allowance or portion thereof as provided by this By-law for sick leave absence, and
- ✓(p) "TREASURER" shall mean the Treasurer of The Regional Municipality of Sudbury.

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

(b) The Personnel Director shall perform all things necessary or incidental to carry on the sick leave credit gratuities plan. Each Department Head, in conjunction with the Personnel Director, shall have the power to allow, amend or disallow any sick leave credit or sick leave absence for an employee in accordance with the terms of this By-law, provided, however, that the disallowance by the Department Head of any sick leave credit or sick leave absence shall be subject to the appeal set out in Section 5 of this By-law.

(c) The Treasurer shall provide and keep a Register in which all sick leave credits and sick leave absences for all employees shall be recorded so that the register will show the net sick

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leave credit of an employee which remains after all his sick leave absences have been deducted from his accumulated sick leave credits.

(d) Sick leave absences for those employees who normally are considered to work a five-day week shall be charged against the credit, provided therefor, on the basis of a day off being equal to one day's credit. Sick leave absences that are less than a full day shall be charged against sick leave credits on an hour for hour absence basis.

(e) Employees requiring sick leave absences for "Employee Health Care - personal maintenance of" shall be restricted to a maximum of four hours pay within a span of a work day.

(f) Sick leave absence for those employees who normally work a four-day week shall be charged against the credits provided therefor, on the basis of a day off being equal to 1.250 (one and one-quarter) days' credit.

3. All employees who are members of C.O.P.E., Local #148 Full-time Unit, or covered by the California Police Association Collective Agreement, shall be entitled to a sick leave credit of one and one-half (1 1/2) days for every month of regular attendance, and the sick leave credits of an employee shall be cumulative, provided that an employee will not be entitled to a sick leave absence if:

- (i) he has taken an unauthorized leave of absence during the month, or if
- (ii) he has taken an unauthorized leave of absence without pay for a period in excess of two (2) calendar weeks. Where such leave extends into more than one (1) month the sick leave credit will not be granted for the month in which the greater number of days of absence occurred.

4. (a) An employee who is absent from his duties for more than five (5) working days from a [redacted] suffered during the course of his duties as an employee of the Region may apply to the Region to [redacted] in pay between his Worker's Compensation and his net pay. If such a request is made, then commencing on the sixth [redacted] day and for each additional work day for which the employee is absent due to the accident, there shall be charged against his sick leave credits that portion paid to the said employee by the Region, converted to days or a portion thereof.

(b) The Region shall only deduct from the employee's sick leave credits the excess portion of wages between the Worker's Compensation and his net basic daily rate. Should the employee's sick leave credits become exhausted, then the Region shall not continue further payments.

(c) No employee shall receive sick leave absence in excess of his accumulated sick leave credit.

(d) Employees may be allowed up to a maximum of three (3) days pay for compassionate family reasons which days of absence shall be deducted from their accumulated sick leave credits, subject to the provision that such compassionate leave is not provided by some other Region provision.

(e) An employee shall not be entitled to benefits under Section 4(d) if he fails, upon request, to furnish his supervisor with reasonable proof of attendance at the function requiring such compassionate leave of absence.

(f) Accumulated sick leave credit shall not be paid out for the time period an employee would qualify for —employment Insurance Benefits for Maternity Leave.

(g) An employee may subsidize his Weekly Indemnity Insurance Coverage to that of his basic salary, from his accrued sick leave credits in keeping with Regional policy and practices and the terms and conditions of the Master Contract.

~~SECTION 5. (a) An employee shall report his illness no later than the first hour on the first day on which such employee is absent from his work, to his Department head or designate for salaried employees, or to the Operations Department (Time Office) for hourly-rated employees.~~

~~(b) Notwithstanding Section 5(a) above, a police officer shall report his illness at least one (1) hour before his scheduled starting time to the police officer on duty in the Uniform Platoon Sergeant's office.~~

~~(c) Upon an employee's return, he shall file with the Treasurer the approved sick leave certificate as set out in schedule "A", or, in the case of Police Officers, Schedule "B", and, if the absence has been in excess of three consecutive work days, he shall also file a physician's certificate.~~

~~(d) Except for Police Officers the sick leave certificate, supported by a physician's certificate, if applicable, shall be filed when the claim of any employee is for a day immediately preceding or succeeding a public holiday, vacation leave, a Saturday or a Sunday, or the employee's normal day off.~~

~~(e) For Police Officers, the sick leave certificate, supported by a physician's certificate if applicable, shall be filed when the claim of a Police Officer is for a day immediately preceding or succeeding the officer's vacation leave or the officer's regularly scheduled day off.~~

~~(f) A Department Head, upon previous notice or interview, may demand a medical doctor's certificate for a one-day or two-day sick leave of absence.~~

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5. (a) An employee shall report his illness no later than the first hour on the first day on which such employee is absent from his work, to his Department head or designate for salaried employees, or to the Operations Department (Time Office) for hourly-rated employees.

(b) Notwithstanding Section 5(a) above, a police officer shall report his illness at least one (1) hour before his scheduled starting time to the police officer on duty in the Uniform Platoon Sergeant's office.

(c) Upon an employee's return, he shall file with the Treasurer the approved sick leave certificate as set out in schedule "A", or, in the case of Police Officers, Schedule "B", and, if the absence has been in excess of three consecutive work days, he shall also file a physician's certificate.

(d) Except for Police Officers the sick leave certificate, supported by a physician's certificate, if applicable, shall be filed when the claim of any employee is for a day immediately preceding or succeeding a public holiday, vacation leave, a Saturday or a Sunday, or the employee's normal day off.

(e) For Police Officers, the sick leave certificate, supported by a physician's certificate if applicable, shall be filed when the claim of a Police Officer is for a day immediately preceding or succeeding the officer's vacation leave or the officer's regularly scheduled day off.

(f) A Department Head, upon previous notice or interview, may demand a medical doctor's certificate for a one-day or two-day sick leave of absence.

6. (a) Prior to the end of February of each year, the Treasurer shall cause to be delivered to each Department Head an annual statement of tick leave credits for each employee in the Department. Any employee shall have the right to appeal the

UNOFFICIAL COPY OF THE POLICE PENSION PLAN AS AMENDED BY THE BOARD OF POLICE PENSIONERS' REPRESENTATIVES AND THE BOARD OF POLICE PENSIONERS' REPRESENTATIVES

contents of the said statement in relation to the credits and deductions for the previous year on written application, to be filed with the Treasurer of the Region prior to the 15th day of March of the year in which the statement was received, provided that if no appeal is filed as aforesaid the contents of the said statement shall be considered final and binding.

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

(c) Where an appeal is filed with the Treasurer he shall forthwith notify ~~the~~ Personnel Director and President of the ~~appealing employee's union~~ (or non-union representative). The Board shall set a date for the hearing of the appeal and the Chairman shall notify the Treasurer of such date and place of hearing, whereupon the Treasurer shall mail or deliver to the appellant notice of the date and place of the sitting of the Board. Such notice shall be mailed or delivered not less than seven (7) days prior to the date set by the Board for the hearing of the appeal.

(d) The decision of ~~the~~ Board of Review in respect to any appeal shall be reported to the Treasurer who shall record in the register the decision of the Board of Review.

7. (a) When an employee having [redacted] of completed service with the Region or on transfer with uninterrupted service from an Area Municipality ceases to be employed by the Region, there shall be paid to him or to his personal representative or, failing a personal representative, to such other person as the Board of Review may determine:

- (i) for those employees who are normally considered to be working a five-day week an amount equal to his current daily salary, wages or other remuneration for one-half the number of days to his credit, and, in any event, not in excess of the amount of one-half year's earnings at the basic daily rate received by him immediately prior to termination of employment.
- (ii) for those employees who normally work a four-day week an amount equal to .80 (4/5) of his current daily salary, wages or remuneration for one-half the number of days to his credit, and, in any event, not in excess of the amount of one-half year's earnings at the basic daily rate received by him immediately prior to termination of employment.

8. Accumulated sick leave credits payable herein shall be payable to any qualified employee under Section 7(a) upon termination of employment regardless of cause, provided, however, that the Region may withhold therefrom any amount for which such employee is legally liable to account to the Region in which case all sums withheld up to the full amount of such liability shall forthwith vest in and be the property of the Region. Any dispute over amounts so withheld shall be determined by the grievance procedure established by the relevant bargaining agreement for the employee. This By-law shall not give the Region rights or remedies for collection of debts or taxes not conferred by law.

9. This By-law does not apply to Nurses employed at Pioneer manor Home for the Aged in The Regional Municipality of Sudbury, as the result of an arbitration award made pursuant to The Hospital Labour Disputes Arbitration Act by Brent Arbitrations Incorporated dated the 16th day of September, 1980.

10. By-laws ~~72-30, 73-110, 75-47, 77-120, 80-189, 80-237~~ and 83-135 are hereby ~~repealed~~, with all credits and gratuities established under those By-laws continued.

READ THREE TIRES AND FINALLY PASSED IN OPEN COUNCIL this 25th day of September, 1985.


CHAIRMAN


CLERK



SCHEDULE "A" TO BY-LAW 85-155
OF THE REGIONAL MUNICIPALITY OF SUDBURY

SICK LEAVE CERTIFICATE

(1) EMPLOYEE'S APPLICATION FOR SICK LEAVE ABSENCE

I hereby apply for sick leave absence and certify that my absence was occasioned by _____ sickness

_____ accident

from _____ to _____
inclusive.

Total Days _____

Date _____, 19__

DECISION ON APPLICATION

(2) The above application

(1) is approved

(2) is not approved

(3) is approved but amended as follows:

Dated _____, 19__

Signature of Department Head

SCHEDULE "B" TO BY-LAW 85
OF THE REGIONAL MUNICIPALITY OF SUDBURY

SICK LEAVE CERTIFICATE

EMPLOYEE'S APPLICATION FOR SICK LEAVE ABSENCE

- (1) DATE REPORT RECEIVED _____ TIME _____
NAME OF EMPLOYEE BOOKING SICK _____
NAME OF PERSON BOOKING EMPLOYEE OFF SICK _____
DAY SHIFT _____ AFTERNOON SHIFT _____ NIGHT SHIFT _____
OFFICER RECEIVING REPORT _____
INDIVIDUAL DATES AND HOURS OFF DUE TO ILLNESS — OR ACCIDENT _____
TO BE INDICATED: _____

THIS ABSENCE WAS IMMEDIATELY PRECEDED OR FOLLOWED BY DAYS OFF OR VACATION LEAVE AS FOLLOWS:

DATES _____

DATED _____ EMPLOYEE'S SIGNATURE _____

CHECKED AND FOUND CORRECT _____

ENTRY COMPLETED IN SICK LEAVE BOOK _____
(Officer In Charge)

(2) PHYSICIAN'S CERTIFICATE

I, THE UNDERSIGNED, A DULY REGISTERED AND QUALIFIED MEDICAL PRACTITIONER CERTIFY THAT
WAS JUSTIFIED IN ABSENTING HIM/HER SELF FROM DUTY DUE TO ILLNESS/
ACCIDENT, DURING M E PERIOD _____ TO _____
(Date commenced) (Date concluded)

AND THE SAID OFFICER IS NOW PHYSICALLY AND MENTALLY CAPABLE OF RETURNING TO FULL POLICE DUTES.

DATED AT SUDBURY, _____ 19____. SIGNATURE _____

NAME (PLEASE PRINT) _____

(3) DECISION ON APPLICATION

THE ABOVE APPLICATION NO. OF HOURS _____

- (1) _____ IS ALLOWED
(2) _____ IS NOT ALLOWED
(3) _____ IS ALLOWED BUT AMENDED AS FOLLOWS:

LETTER OF AGREEMENT

BETWEEN

THE SUDBURY REGIONAL BOARD OF
COMMISSIONERS OF POLICE

-and-

THE SUDBURY REGIONAL POLICE ASSOCIATION

1. The parties agree to establish a joint committee to study the replacement of the existing sick leave with a short term/long term salary continuation plan.
2. Such committee shall consist of two members appointed by the Association and two members appointed by the Chief.
3. The committee shall report its recommendations to their appointing parties prior to 30 September, 1988.

DATED AT Sudbury, Ontario, this 13th day of July, 1987.

B. Insley
L. Denomme
B. Racicot
A. McDonald
L. Kilby

G. Gauthier
H. Bray

LETTER OF AGREEMENT

BETWEEN

THE SUDBURY REGIONAL BOARD OF
COMMISSIONERS OF POLICE

-and-

THE SUDBURY REGIONAL POLICE ASSOCIATION

1. The Board of Commissioners agrees that during the term of the current Collective Agreement, expiring 31 December, 1988, areas which presently have two-officer patrol cars during the period 2000 to 0800 hours shall be maintained. These are;
 - (a) Capreol, Levack, Walden, Coniston, and:
 - (b) Two cars in the City downtown area,
2. A Joint Committee shall meet no later than 30 September, 1988, to review the hours of coverage of two-officer patrol cars during the previous twelve months. The committee shall consist of two members appointed by the Association and two members appointed by the Chief,

DATED AT Sudbury, Ontario, this 13th day of July, 1987.

FOR THE ASSOCIATION

B. Insley
L. Denomme
A. McDonald
B. Racicot
L. Kilby

FOR THE COMMISSION

G. Gauthier
H. Bray