

AGREEMENT

BETWEEN

TOWN OF BRADFORD WEST GWILLIMBURY AND TOWN OF INNISFIL POLICE  
SERVICES BOARD

(Hereinafter called "The Board")

AND

THE SOUTH SIMCOE POLICE ASSOCIATION

(Hereinafter called "The Association")

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**DEFINITIONS**

- (a) "Association" means the SOUTH SIMCOE Police Association.
- (b) "Board" means the TOWN OF BRADFORD WEST GWILLIMBURY/TOWN OF INNISFIL Police Services Board for the SOUTH SIMCOE Police Service.
- (c) "Chief" means the Chief of Police of the SOUTH SIMCOE Police Service.
- (d) "Police Service" means the SOUTH SIMCOE Police Service.
- (e) "Service" means continuous employment with the SOUTH SIMCOE Police Service and includes previous employment with the Innisfil Police Service and/or Bradford Police Service.
- (f) "Member" means an employee of the SOUTH SIMCOE Police Service, save and except the Chief, Deputy Chief, and Members of the Senior Officers Association.
- (g) "Statutory Leave" means compensating time in lieu of accumulated statutory holidays.
- (h) "Special Constable" means a member sworn in as a Special Constable and performing the duties of a court officer, and/or a community services officer, and/or a property clerk. The term 'Special Constable' for remuneration purposes shall not refer to any other member who may be sworn as a Special Constable for the sole purpose of serving summonses or executing warrants.
- (i) "Working Day" means the normal period of consecutive hours that a member must work for each day he/she attends work.
- (j) "Deputy Chief" means a Deputy Chief of Police of the SOUTH SIMCOE Police Service.
- (k) "Civilian" means a member of the civilian and clerical staff of the SOUTH SIMCOE Police Service. This shall also include sworn Special Constables.
- (l) "Police Officer" means a sworn officer of the SOUTH SIMCOE Police Service.
- (m) In this Agreement, words importing male persons include female persons.
- (n) "Retired Member" means a former member of the SOUTH SIMCOE Police Service or a predecessor service that has retired from the South Simcoe Police Service or a predecessor Service and began receiving an OMERS pension immediately upon their retirement from this service.
- (o) "Predecessor Service" shall mean the Bradford Police Service and/or the Innisfil Police Service.

**DEFINITIONS (Continued)**

- (p) "Active" service means any period of time for which a member is being paid by the Service or any period of time for which the member is off work on an approved WSIB claim or a pregnancy/parental leave.

**ARTICLE 1: PURPOSE**

- 1:01 The purpose of this Agreement is to establish the salaries, hours of work and other working conditions.

**ARTICLE 2: RECOGNITION, COVERAGE AND SCOPE**

- 2:01 The Board recognizes the Association as the exclusive bargaining agent for the members covered in this Agreement.

The provisions of this Agreement apply to all members appointed to the Police Service and made pursuant to the Police Services Act, and amendments thereto, except the Chief of Police, the Deputy Chief of Police, and the Members of the Senior Officers Association.

**ARTICLE 3: MANAGEMENT RIGHTS**

- 3:01 The Association and its members recognize and acknowledge that, subject to the provisions of The Police Services Act and the Regulations thereto, it is the exclusive function of the Board and the Chief of Police to:
- i) maintain order, discipline and efficiency;
  - ii) discharge, direct, classify, transfer, promote, demote, or otherwise discipline any member;
  - iii) hire;
  - iv) issue and from time to time, amend policies for the Service
- 3:02 If the Association claims that the Board has exercised any of the functions outlined in paragraph 3:01 in violation of this Agreement, then such claim may be the subject of a grievance under the provisions of the grievance procedure outlined in this Agreement, or the arbitration procedure set out in The Police Services Act, or dealt with under the procedures within the exclusive jurisdiction of the Ontario Civilian Commission on Police Services, as prescribed in The Police Services Act, as the case may be.

**ARTICLE 4: ASSOCIATION RIGHTS**

- 4:01 It shall be a condition of employment that all members, except the Chief of Police, Deputy Chief of Police and the Members of the Senior Officers Association, whether or not they are members of the Association, shall pay to the Association an amount equal to the dues payable to maintain membership in the Association, but, subject to this provision, no member shall be required to join the Association nor shall membership in the Association be denied any member.
- 4:02 An amount equivalent to Association dues and other amounts duly authorized by the Association shall be deducted by the Police Service from the regular pay of all members identified in Article 2.01 whether or not they are members of the Association. Amounts deducted as authorized above shall be forwarded to the Association in the month following such deduction.
- 4:03 The Association will save the Board members harmless against any and all claims against it for the deductions referred to in 4:02 duly authorized by the Association.

**ARTICLE 5: GRIEVANCE PROCEDURE**

- 5:01 Subject to section 123 and 124 of the Police Services Act, any difference between the parties concerning the interpretation, application, administration or alleged violation of any of the provisions of this Agreement shall be dealt with as follows:
- Step 1 The aggrieved member, and/or their Association representative may discuss any grievance with their supervisor to handle grievances at this Step within thirty (30) days of the alleged infraction. The supervisor shall provide their decision to the griever within two (2) working days after the discussion.
- Step 2 If the grievance is not resolved satisfactorily at Step 1, the Association Grievance Committee or its representative shall reduce the grievance to writing and present it within five (5) days after the decision has been made at Step 1 to the person to whom the supervisor (at Step 1) reports. That person shall render a written decision and deliver it to the Association Grievance Committee within a further five (5) days of the meeting held to discuss the grievance or, if no meeting is held, within five (5) days of the presentation of the grievance at Step 2.
- Step 3 If no settlement is reached at Step 2, the Association Grievance Committee or its representative may, at any time within five (5) days of the receipt of the response at Step 2, submit the grievance to the Chief. The Chief or any person whom he has designated to decide the case shall hold a hearing at which one or more members of the Association Grievance Committee or a representative of the Committee may make submissions including the provision of any additional information that may be relevant.

**ARTICLE 5: GRIEVANCE PROCEDURE (Continued)**

The Chief or the Chief's designee shall render a decision within five (5) days following the hearing and notify the Committee accordingly.

Step 4 If no settlement is reached at Step 3, the Association Grievance Committee or its representative may, at any time within five (5) days of receipt of the decision of the Chief or the Chief's designee, submit the grievance to the Board which shall then fix a time within the next six (6) weeks at which time it will hear submissions from one (1) or more members or a representative of the Grievance Committee. The Board will notify the Committee in writing of its decision within five (5) days of the hearing.

Step 5 If no settlement is reached at Step 4, the Association Grievance Committee or its representative may refer the grievance to conciliation/arbitration in accordance with the Police Services Act no later than five (5) days after receipt of the decision of the Board.

For the purposes of Article 5 of this collective agreement, the parties agree that any reference to written notice between the parties includes the use of the Service's email system.

5:02 Where a difference between the parties 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) member, or
- (b) the interests of either party to this Agreement

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

5:03 The time limits in this Article may be extended at any stage by written mutual agreement. Should the Service fail to comply with the time frames contained herein, the grievance shall be deemed to have proceeded to the next step. Should the Association fail to comply with the timeframes contained herein, the grievance shall be deemed to be withdrawn.

5:04 The word "days" in this Article means calendar days exclusive Saturdays, Sundays, Statutory Holidays, and the period of the grievor's vacation.

**ARTICLE 6:        SALARY RATES**

6:01 Salary rates shall be in accordance with the following schedule, and shall be effective on the dates shown. The rates are per annum.

There will be a twelve (12%) per cent differential between the rank of First Class Constable and Sergeant.

There will be a twelve (12%) per cent differential between the rank of Sergeant and Staff Sergeant.

A Senior Sergeant will receive a differential of fifteen (15%) per cent over and above the salary of a First Class Constable. Senior Sergeant is not a higher rank.

There will be nine (9%) differential between the salary of a Class 1 Communicator and a Communications Supervisor.

There will be a ten (10%) differential between the salary of a Class 1 Special Constable and a Civilian Supervisor Courts.

Differentials of 9% for Sergeant and Staff Sergeant and 6% for Communications Supervisor shall be applied for the probationary period following promotion to such rank and for periods of acting assignments.

Notwithstanding the salary tables in (a), (b), (c), and (d) below, and recognizing that this clause does not impact the eligibility of a member from being promoted from 4th class to 3rd class after twelve (12) months of active service with satisfactory performance in accordance with Article 21.01, eighteen (18) months of active service in the 4th class must be completed before the member is eligible for the 3rd class salary.

**Service Recognition Pay**

The base salary of constables, sergeants, senior sergeants, and staff sergeants shall be adjusted from the base amount with the additional amount as outlined below.

For the purpose of this article, service means active service with South Simcoe Police and any previous civilian or police service with an Ontario Police Service inclusive of First Nation's Police and Railway Police, provided there is no more than a one week break in continuous service; and for those hired after January 1, 2007 it does not include service with Military or University Police.

The below additional amounts, will form part of the member's base salary for determining all entitlements under the collective agreement that are calculated on the basis of a member's hourly or regular annual salary.

**ARTICLE 6:           SALARY RATES (Continued)**

- i) In the year a member completes eight (8) years of active service, on his or her anniversary date, an additional three (3%) per cent of a 1st Class Constable's salary;
- ii) In the year a member completes sixteen (16) years of active service, on his or her anniversary date, an additional six (6%) per cent of a 1st Class Constable's salary;
- iii) In the year a member completes twenty-three (23) years of active service, on his or her anniversary date, an additional nine (9%) per cent of a 1st Class Constable's salary.
- iv) From the date of March 20, 2014, no member shall be transferred into the classification of Senior Sergeant and when the classification is vacated it will be deleted from the collective agreement

Salary rates shall be in accordance with the following schedule, and shall be effective on the dates shown: (see next page)



## (a) UNIFORM

Effective	Classification	Time in Service	Base Rate
January 1, 2016	Staff Sergeant Class 1	12 months or more	\$116,962
	Staff Sergeant Class 2	0 to 12 months	\$113,829
	Senior Sergeant		\$107,228
	Sergeant Class 1	12 months or more	\$104,430
	Sergeant Class 2	0 to 12 months	\$101,633
	Constable Class 1	36 months or more	\$93,241
	Constable Class 2	24 to 36 months	\$82,669
	Constable Class 3	18 to 24 months	\$74,905
	Constable Class 4	0 to 18 months	\$61,530
	Cadet	Until Sworn	\$46,621
July 1, 2016	Staff Sergeant Class 1	12 months or more	\$118,015
	Staff Sergeant Class 2	0 to 12 months	\$114,853
	Senior Sergeant		\$108,193
	Sergeant Class 1	12 months or more	\$105,370
	Sergeant Class 2	0 to 12 months	\$102,548
	Constable Class 1	36 months or more	\$94,080
	Constable Class 2	24 to 36 months	\$83,413
	Constable Class 3	18 to 24 months	\$75,579
	Constable Class 4	0 to 18 months	\$62,084
	Cadet	Until Sworn	\$47,040
January 1, 2017	Staff Sergeant Class 1	12 months or more	\$119,195
	Staff Sergeant Class 2	0 to 12 months	\$116,002
	Senior Sergeant		\$109,275
	Sergeant Class 1	12 months or more	\$106,424
	Sergeant Class 2	0 to 12 months	\$103,573
	Constable Class 1	36 months or more	\$95,021
	Constable Class 2	24 to 36 months	\$84,247
	Constable Class 3	18 to 24 months	\$76,335
	Constable Class 4	0 to 18 months	\$62,705
	Cadet	Until Sworn	\$47,511
July 1, 2017	Staff Sergeant Class 1	12 months or more	\$120,268
	Staff Sergeant Class 2	0 to 12 months	\$117,046
	Senior Sergeant		\$110,258
	Sergeant Class 1	12 months or more	\$107,381
	Sergeant Class 2	0 to 12 months	\$104,506
	Constable Class 1	36 months or more	\$95,876
	Constable Class 2	24 to 36 months	\$85,005
	Constable Class 3	18 to 24 months	\$77,022
	Constable Class 4	0 to 18 months	\$63,269
	Cadet	Until Sworn	\$47,938
January 1, 2018	Staff Sergeant Class 1	12 months or more	\$121,470
	Staff Sergeant Class 2	0 to 12 months	\$118,216
	Senior Sergeant		\$111,361
	Sergeant Class 1	12 months or more	\$108,455
	Sergeant Class 2	0 to 12 months	\$105,551
	Constable Class 1	36 months or more	\$96,835
Constable Class 2	24 to 36 months	\$85,855	

	Constable Class 3	18 to 24 months	\$77,792
	Constable Class 4	0 to 18 months	\$63,902
	Cadet	Until Sworn	\$48,418

July 1, 2018	Staff Sergeant Class 1	12 months or more	\$122,564
	Staff Sergeant Class 2	0 to 12 months	\$119,280
	Senior Sergeant		\$112,363
	Sergeant Class 1	12 months or more	\$109,431
	Sergeant Class 2	0 to 12 months	\$106,501
	Constable Class 1	36 months or more	\$97,707
	Constable Class 2	24 to 36 months	\$86,628
	Constable Class 3	18 to 24 months	\$78,492
	Constable Class 4	0 to 18 months	\$64,477
	Cadet	Until Sworn	\$48,853

January 1, 2019	Staff Sergeant Class 1	12 months or more	\$123,789
	Staff Sergeant Class 2	0 to 12 months	\$120,473
	Senior Sergeant		\$113,487
	Sergeant Class 1	12 months or more	\$110,526
	Sergeant Class 2	0 to 12 months	\$107,566
	Constable Class 1	36 months or more	\$98,684
	Constable Class 2	24 to 36 months	\$87,494
	Constable Class 3	18 to 24 months	\$79,277
	Constable Class 4	0 to 18 months	\$65,122
	Cadet	Until Sworn	\$49,342

July 1, 2019	Staff Sergeant Class 1	12 months or more	\$124,903
	Staff Sergeant Class 2	0 to 12 months	\$121,558
	Senior Sergeant		\$114,508
	Sergeant Class 1	12 months or more	\$111,520
	Sergeant Class 2	0 to 12 months	\$108,534
	Constable Class 1	36 months or more	\$99,572
	Constable Class 2	24 to 36 months	\$88,281
	Constable Class 3	18 to 24 months	\$79,990
	Constable Class 4	0 to 18 months	\$65,708
	Cadet	Until Sworn	\$49,786

## (b) SPECIAL CONSTABLES

Effective	Classification	Time in Service	Base Rate
January 1, 2016	Supervisor Class 1	12 months or more	\$75365
	Supervisor Class 2	0 to 12 months	\$72,625
	Class 1	36 months or more	\$68,514
	Class 2	24 to 36 months	\$61,280
	Class 3	12 to 24 months	\$58,219
	Class 4	0 to 12 months	\$55,707
July 1, 2016	Supervisor Class 1	12 months or more	\$76044
	Supervisor Class 2	0 to 12 months	\$73,279
	Class 1	36 months or more	\$69,131
	Class 2	24 to 36 months	\$61,831
	Class 3	12 to 24 months	\$58,743
	Class 4	0 to 12 months	\$56,208

January 1, 2017	Supervisor Class 1	12 months or more	\$76,805
	Supervisor Class 2	0 to 12 months	\$74,011
	Class 1	36 months or more	\$69,822
	Class 2	24 to 36 months	\$62,450
	Class 3	12 to 24 months	\$59,331
	Class 4	0 to 12 months	\$56,770
July 1, 2017	Supervisor Class 1	12 months or more	\$77,496
	Supervisor Class 2	0 to 12 months	\$74,678
	Class 1	36 months or more	\$70,451
	Class 2	24 to 36 months	\$63,012
	Class 3	12 to 24 months	\$59,865
	Class 4	0 to 12 months	\$57,281
January 1, 2018	Supervisor Class 1	12 months or more	\$78,271
	Supervisor Class 2	0 to 12 months	\$75,424
	Class 1	36 months or more	\$71,155
	Class 2	24 to 36 months	\$63,642
	Class 3	12 to 24 months	\$60,463
	Class 4	0 to 12 months	\$57,854
July 1, 2018	Supervisor Class 1	12 months or more	\$78,976
	Supervisor Class 2	0 to 12 months	\$76,103
	Class 1	36 months or more	\$71,796
	Class 2	24 to 36 months	\$64,214
	Class 3	12 to 24 months	\$61,008
	Class 4	0 to 12 months	\$58,374
January 1, 2019	Supervisor Class 1	12 months or more	\$79,765
	Supervisor Class 2	0 to 12 months	\$76,864
	Class 1	36 months or more	\$72,514
	Class 2	24 to 36 months	\$64,857
	Class 3	12 to 24 months	\$61,618
	Class 4	0 to 12 months	\$58,958
July 1, 2019	Supervisor Class 1	12 months or more	\$80,483
	Supervisor Class 2	0 to 12 months	\$77,556
	Class 1	36 months or more	\$73,166
	Class 2	24 to 36 months	\$65,440
	Class 3	12 to 24 months	\$62,172
	Class 4	0 to 12 months	\$59,489

## (c) DISPATCHERS

Effective	Classification	Time in Service	Base Rate
January 1, 2016	Supervisor Class 1	12 months or more	\$80,728
	Supervisor Class 2	0 to 12 months	\$78,506
	Class 1	36 months or more	\$74,062
	Class 2	24 to 36 months	\$67,881
	Class 3	12 to 24 months	\$62,315

	Class 4	0 to 12 months	\$56,984
	Call Taker Class 1	24 months or more	\$60,600
	Call Taker Class 2	12 to 24 months	\$57,570
	Call Taker Class 3	0 to 12 months	\$53,530
July 1, 2016	Supervisor Class 1	12 months or more	\$81,455
	Supervisor Class 2	0 to 12 months	\$79,213
	Class 1	36 months or more	\$74,729
	Class 2	24 to 36 months	\$68,492
	Class 3	12 to 24 months	\$62,876
	Class 4	0 to 12 months	\$57,497
	Call Taker Class 1	24 months or more	\$61,145
	Call Taker Class 2	12 to 24 months	\$58,088
	Call Taker Class 3	0 to 12 months	\$54,012
January 1, 2017	Supervisor Class 1	12 months or more	\$82,269
	Supervisor Class 2	0 to 12 months	\$80,005
	Class 1	36 months or more	\$75,476
	Class 2	24 to 36 months	\$69,177
	Class 3	12 to 24 months	\$63,505
	Class 4	0 to 12 months	\$58,072
	Call Taker Class 1	24 months or more	\$61,757
	Call Taker Class 2	12 to 24 months	\$58,669
	Call Taker Class 3	0 to 12 months	\$54,552
July 1, 2017	Supervisor Class 1	12 months or more	\$83,010
	Supervisor Class 2	0 to 12 months	\$80,725
	Class 1	36 months or more	\$76,155
	Class 2	24 to 36 months	\$69,800
	Class 3	12 to 24 months	\$64,076
	Class 4	0 to 12 months	\$58,595
	Call Taker Class 1	24 months or more	\$62,313
	Call Taker Class 2	12 to 24 months	\$59,197
	Call Taker Class 3	0 to 12 months	\$55,043
January 1, 2018	Supervisor Class 1	12 months or more	\$83,840
	Supervisor Class 2	0 to 12 months	\$81,532
	Class 1	36 months or more	\$76,917
	Class 2	24 to 36 months	\$70,498
	Class 3	12 to 24 months	\$64,717
	Class 4	0 to 12 months	\$59,181
	Call Taker Class 1	24 months or more	\$62,936
	Call Taker Class 2	12 to 24 months	\$59,789
	Call Taker Class 3	0 to 12 months	\$55,593
July 1, 2018	Supervisor Class 1	12 months or more	\$84,594
	Supervisor Class 2	0 to 12 months	\$82,266
	Class 1	36 months or more	\$77,609
	Class 2	24 to 36 months	\$71,132
	Class 3	12 to 24 months	\$65,299
	Class 4	0 to 12 months	\$59,713
	Call Taker Class 1	24 months or more	\$63,502
	Call Taker Class 2	12 to 24 months	\$60,327
	Call Taker Class 3	0 to 12 months	\$56,094

January 1, 2019	Supervisor Class 1	12 months or more	\$85,440
	Supervisor Class 2	0 to 12 months	\$83,089
	Class 1	36 months or more	\$78,385
	Class 2	24 to 36 months	\$71,843
	Class 3	12 to 24 months	\$65,952
	Class 4	0 to 12 months	\$60,310
	Call Taker Class 1	24 months or more	\$64,137
	Call Taker Class 2	12 to 24 months	\$60,930
	Call Taker Class 3	0 to 12 months	\$56,655
July 1, 2019	Supervisor Class 1	12 months or more	\$86,209
	Supervisor Class 2	0 to 12 months	\$83,837
	Class 1	36 months or more	\$79,091
	Class 2	24 to 36 months	\$72,490
	Class 3	12 to 24 months	\$66,546
	Class 4	0 to 12 months	\$60,853
	Call Taker Class 1	24 months or more	\$64,714
	Call Taker Class 2	12 to 24 months	\$61,479
	Call Taker Class 3	0 to 12 months	\$57,164

## (d) RECORDS

Effective	Classification	Time in Service	Base Rate
January 1, 2016	Supervisor Class 1	12 months or more	\$63,836
	Supervisor Class 2	0 to 12 months	\$62,079
	Class 1	36 months or more	\$58,565
	Class 2	24 to 36 months	\$55,291
	Class 3	12 to 24 months	\$51,054
	Class 4	0 to 12 months	\$47,258
	July 1, 2016	Supervisor Class 1	12 months or more
Supervisor Class 2		0 to 12 months	\$62,637
Class 1		36 months or more	\$59,092
Class 2		24 to 36 months	\$55,789
Class 3		12 to 24 months	\$51,514
Class 4		0 to 12 months	\$47,683
January 1, 2017		Supervisor Class 1	12 months or more
	Supervisor Class 2	0 to 12 months	\$63,264
	Class 1	36 months or more	\$59,683
	Class 2	24 to 36 months	\$56,347
	Class 3	12 to 24 months	\$52,029
	Class 4	0 to 12 months	\$48,160
	July 1, 2017	Supervisor Class 1	12 months or more
Supervisor Class 2		0 to 12 months	\$63,833

	Class 1	36 months or more	\$60,220
	Class 2	24 to 36 months	\$56,854
	Class 3	12 to 24 months	\$52,497
	Class 4	0 to 12 months	\$48,593
January 1, 2018	Supervisor Class 1	12 months or more	\$66,297
	Supervisor Class 2	0 to 12 months	\$64,471
	Class 1	36 months or more	\$60,822
	Class 2	24 to 36 months	\$57,423
	Class 3	12 to 24 months	\$53,022
	Class 4	0 to 12 months	\$49,079
July 1, 2018	Supervisor Class 1	12 months or more	\$66,893
	Supervisor Class 2	0 to 12 months	\$65,052
	Class 1	36 months or more	\$61,370
	Class 2	24 to 36 months	\$57,939
	Class 3	12 to 24 months	\$53,500
	Class 4	0 to 12 months	\$49,521
January 1, 2019	Supervisor Class 1	12 months or more	\$67,562
	Supervisor Class 2	0 to 12 months	\$65,702
	Class 1	36 months or more	\$61,983
	Class 2	24 to 36 months	\$58,519
	Class 3	12 to 24 months	\$54,035
	Class 4	0 to 12 months	\$50,016
July 1, 2019	Supervisor Class 1	12 months or more	\$68,170
	Supervisor Class 2	0 to 12 months	\$66,294
	Class 1	36 months or more	\$62,541
	Class 2	24 to 36 months	\$59,045
	Class 3	12 to 24 months	\$54,521
	Class 4	0 to 12 months	\$50,467

**ARTICLE 6:            SALARY RATES (Continued)**

- 6:02 Annual salary shall be based on 2087 hours and shall be paid every second Thursday. Pay shall be of approximate equal amounts deposited via direct deposit, bi-weekly.
- 6:03 Except as authorized or permitted by Federal or Provincial Statute or by the Court, the Board shall not make any deduction or set off against the salary of any member, for damages against any police property.
- 6:04 (i) A Constable who is assigned to perform his/her duties in plainclothes in CIB; or a Constable who is trained in the field of forensic identification and is assigned to the Identification Unit; or a Canine Officer; or a Training Officer; or a Constable who has received his/her Collision Reconstruction Designation and is assigned to the Traffic and Marine Unit; for more than 30 days consecutive, shall receive a premium payment of \$2.75 for each hour worked after the first thirty (30) days.
- An officer receiving this allowance shall not receive the shift premium payment as per Article 6:08 or 6:09. A member receiving this differential will also be eligible to receive service recognition pay as outlined in Article 6:01.
- 6:04 (ii) A Sergeant assigned to the Traffic and Marine Unit, the Criminal Investigation Branch (CIB) or as the Administrative Sergeant in Patrol shall be paid an additional \$2.75 for each hour worked under such assignment.
- 6:04 (iii) It is understood that assignments to the Administrative Sergeant classification shall be at the discretion of the Chief and that such assignments shall be made on a shift by shift basis.
- 6:04 (iv) Effective January 1, 2017, the premiums identified in clauses 6.05 (i), (ii) and (iii) shall be increase to \$2.85.
- 6:05 Each Member who is designated and assigned to the training of a probationary member shall receive an allowance of two (\$2.00) dollars per hour in addition to the member's regular salary during the time the member is assigned to such duty. This does not include a partial day.
- 6:06 If a civilian member applies for and is transferred to a posted civilian job opening that is at a higher salary level than his/her current job, such member shall be classified and paid at the next highest salary level of the new job classification as compared to the salary level he/she receives in his/her job classification.
- 6:07 (i) Each member who is qualified by the Solicitor General of the Province of Ontario in the operation of the intoxilizer and/or Drug Recognition Expert on an annual basis shall receive three hundred (\$300.00) dollars per year.

**ARTICLE 6: SALARY RATES (Continued)**

The Member must have utilized his/her skill within the calendar year. Payment shall be made to the member on the first regular pay day in the month of December.

- 6:07 (ii) Each member who has performed Scenes of Crime Officer duties for a period great than three (3) months in a calendar year or, is an active member of the Containment Team for a period greater than three (3) months in a calendar year; shall receive three hundred (\$300.00) dollars per year for each specialty.

The member must have utilized his/her skill within the calendar year. Payment shall be made to the member on the first regular pay day in the month of December.

- 6:08 Where a member is required to work day shifts and night shifts during the year, the member will be entitled to one (1) payment of two hundred (\$200.00) dollars. Payment shall be made on the first regular pay day in the month of December.
- 6:09 Where a member is required to work day shifts and afternoon shifts, the member will be entitled to one (1) payment of one hundred (\$100.00) dollars. Payment shall be made on the first regular pay day in the month of December.

**ARTICLE 7: HOURS OF WORK**

- 7:01 The normal period of duty which full time sworn members (unless assigned to a unit or division as noted below) and full time civilian members assigned to the Communications Unit are required to work shall consist of twelve (12) consecutive hours.

- 7:02 Subject to the exigencies of the service, the normal day shift shall be 0700 hours to 1900 hours and night shift shall be 1900 hours to 0700 hours when 7.01 applies.

The Chief of Police shall have the option to schedule members to start their shift one (1) hour before or after 0700 or 1900 hours.

- 7:03 Any hours worked in excess of two thousand eighty seven (2,087) hours in a calendar year due to the twelve (12) hour shift, shall be accumulated in a separate bank and will be taken as time off in lieu of payment.

The members will have up to October 1st of that year to utilize banked time off, at a mutually agreeable time. After that date, then such time off shall be allotted by the Chief of Police or designate. In the event that a member is unable to take time off for all of his/her banked time, the member may carry forward the remainder of the banked time into the following year.



**ARTICLE 7:           HOURS OF WORK (Continued)**

All time banked and used in the calendar year shall be reconciled at the end of each calendar year and any adjustments shall be made to the bank for the following year. Any reconciled or unused time shall be taken by March 31.

- 7:04 A full time member is required to perform a tour of duty of two (2) day shifts followed by two (2) night shifts when assigned a twelve (12) hour shift rotation.
- 7:05 The Chief of Police shall have the option to deploy a shift different from the hours specified in 7.02 hours which may consist of four (4) consecutive days of said shift. When such shifts are implemented the Chief shall seek volunteers from the unit in which the shift is being implemented prior to assigning the shift involuntarily.
- 7:06 Full time sworn members assigned to special duty other than Uniform Patrol shall work a shift length as determined by the officer in charge and the Chief of Police provided the length of such shifts is not less than eight (8) hours and not more than twelve (12) hours except for the Training Bureau which shall have a maximum shift length of ten (10) hours.  
Such a member shall not have their schedule altered without one weeks' notice unless mutually agreeable with the member.
- Any hours worked in excess of forty (40) hours in a calendar week period (Sunday through Saturday) due to the shift schedule, shall be accumulated in a separate bank and will be taken as time off in lieu of payment in the same manner described in 7.03 above.
- 7:07 The Chief of Police shall have the option to assign full time civilian member(s) not working in the Communications Unit to shifts of not less than eight (8) and not more than twelve (12) consecutive hours. Subject to the exigencies of the service, shift schedules for members shall be composed of like shifts for the periods between days off.
- 7:08 Full time Special Constables shall work a shift length as determined by the Chief of Police. Such shifts shall average forty (40) hours per calendar week and shall not be less than eight (8) and not more than twelve (12) consecutive hours.
- 7:09 Any day referred to in this Article will be of the length of the shift scheduled for that day, with the exception of days off, compassionate leave, leave of absence for P.A.O. convention, quarterly meetings, which will be twenty-four (24) hours. Days off will be consecutive from the last day worked.
- 7:10 Any member assigned a shift length of eight (8) hours shall be entitled to a paid meal/break period of one (1) hour per shift. Any member assigned a shift length greater than eight (8) hours up to and including ten (10) hours shall be entitled to a paid meal/break period of one and one-quarter (1 ¼) hours per shift. Any member assigned a shift length greater than ten (10) hours shall be entitled to a paid meal/break period of one and one-half (1 ½) hours per shift.

**ARTICLE 7:           HOURS OF WORK (Continued)**

7:11 The Chief of Police shall have the option to assign civilian member(s) working in Records to a weekly rotating day shift or afternoon shift of eight (8) consecutive hours. A civilian member shall not have their schedule altered without one weeks' notice unless mutually agreeable with the member. A civilian member of the Police Service who performs his/her duties in one period of eight consecutive hours shall be allowed one (1) hour for lunch.

**ARTICLE 8:           OVERTIME CREDITS**

8:01 All authorized overtime performed by members of the Police Service covered by this Agreement shall be calculated at the rate of one and one-half (1 1/2) times each member's regular hourly rate of pay as set out in Article 6:01.

8:02 All authorized time worked in excess of fifteen (15) minutes beyond a member's regular tour of duty shall be considered overtime and a member concerned shall be paid for such overtime in conformance with paragraph 8:01.

8:03 Overtime hours shall be computed in the following manner:

- (i) when overtime exceeds fifteen (15) minutes and is less than one half hour, the member will receive credit of one half hour at time and a half.
- (ii) when overtime exceeds thirty (30) minutes, the member will receive credit to the next 1/4 hour at time and a half for all overtime worked.

8:04 When a full time member is called back to duty more than two (2) hours after he/she has reported off duty and before his/her next following tour of duty, unless subject to Article 7:02 (i), the member shall receive a minimum of four (4) hours for each such call back calculated at the overtime rate and shall be paid for each such call back in conformance with paragraph 8:01 provided such additional payments do not overlap.

8:05 When a member is notified of the cancellation of the requirement to attend court during off duty hours, a minimum of fifteen (15) hours notice shall be given to the member of such cancellation. A member not receiving the required fifteen (15) hour cancellation notice shall be entitled to the court minimum guarantee of four (4) hours at time and one half provided they report to their normal work location and perform work for four (4) hours if so requested.

8:06 For the purpose of this article court time shall include all court hearings and civil litigations a member may be required to attend arising from his/her duties while a member of the SOUTH SIMCOE Police Service and shall also include lunch breaks, recesses as well as travel time beyond thirty (30) kms of the SOUTH SIMCOE Police jurisdiction.

**ARTICLE 8: OVERTIME CREDITS (Continued)**

- 8:07 No member shall receive overtime credits when he/she appears in court as a defendant if such appearance results from an action inconsistent with his/her police duties and responsibilities.
- 8:08 Any witness or other fees received by a member shall be turned over to the Board.
- 8:09 (i) All overtime credits shall be paid to the members covered by the Agreement as set out in paragraph 8:01. These credits shall be entered by the member into the ADP time bank software and approved by the member's supervisor and processed within 30 days of the request. When a member completes overtime as herein defined, the member shall indicate to the member's supervisor whether the member elects to be paid for such overtime or elects to take time off in lieu thereof. The election shall be recorded accordingly.
- 8.09 (ii) A member shall accumulate overtime hours in an overtime bank until eighty (80) hours has been accumulated. A member who has accumulated more than such hours shall receive payment of the excess hours as per this Article.

It is understood that the accumulated hours shall be carried over to each following year.

It is understood that a member does not have to maintain the accumulated hours if the member elects overtime hours as time off. It is agreed that effective upon ratification of this agreement, this clause shall not be enforced and that any accumulated banks shall be depleted by December 31, 2017.

The Parties agree that this clause (8.09 ii) shall be deleted from this agreement on December 31, 2020. In each of 2015, 2016 and 2017, members may convert up to thirty (30) hours of this bank into cash payments.

Any amounts converted to cash payments shall be frozen at the value of those hours as at December 31, 2013.

Any hours taken as paid leave shall be paid at the rate the member earns at the time the leave is taken.

Members will be allowed to carry this entire bank up to December 31, 2020 provided they intend to retire by this date.

Should a member elect to do so and then not retire by December 31, 2020, the entire balance of the bank shall be paid out.

**ARTICLE 8: OVERTIME CREDITS (Continued)**

8:10 Any member who wishes to receive all or part of his/her accumulated overtime credits as time off in lieu of cash payments shall be allowed to receive such time off within the year earned or the following year upon written request to the Chief of Police and such request will be granted subject to the requirements of the Police Service. In any event, any time off earned from the date of ratification of this agreement shall be paid at the rate of pay at which the overtime credits were earned.

8:11 When a full time member is required to return to duty for any day or part thereof during his/her vacation or statutory leave, the member shall be entitled to two (2) days off duty for each day or part thereof worked, or shall receive two (2) days' pay at the member's regular daily rate for each such day or part thereof worked.

For the purpose of this Article (8:11), days of entitlement shall be determined by the shift schedule the member was working immediately prior to his/her vacation or statutory leave.

It is understood that statutory leave taken in increments less than a block shall not be entitled to benefits afforded in this section under Article 8:11.

8:12 Any member while on vacation outside the boundary of the South Simcoe Police jurisdiction and required to attend court shall receive a travel allowance at the Town of Innisfil kilometric rate per kilometer for each leg of the trip to and from the area in which the member is vacationing, or round trip reimbursement of the most practicable public conveyance used in returning, plus seven dollars (\$7.00) meal allowance for any meals that occur during the travelling time.

8:13 Upon resignation, retirement or termination from the Police Service a member shall forthwith receive full cash payment for all overtime standing to his/her credit, inclusive of accumulated hours as per Article 8:09, at the time of his/her separation from the Police Service. Such payments shall be made at the rate of pay at the time such credits were earned for any credits earned from the date of ratification of this agreement.

In the case of a member's death his/her dependents or his/her estate shall forthwith receive the full cash payment for all overtime standing to the member's credit at the time of his/her death. Payment of accumulated hours shall be based on the rate of pay at the time the credits were earned for any credits earned from the date of ratification of this agreement.

8:14 (i) Any member of the Police Service other than a Member who is acting in a position outside of this collective agreement, who is required to be on stand-by duty for any part of a twenty-four (24) hour day shall receive a minimum of three (3) hours pay at the member's regular daily rate for each such stand by duty.

**ARTICLE 8: OVERTIME CREDITS (Continued)**

(ii) Any member of the Police Service who is acting in a position outside of this agreement, who is required to be on stand-by duty for any part of a twenty-four (24) hour day shall receive a minimum of one (1) hour paid leave for each such stand by duty. This leave must be taken in the year that it was earned or within the first calendar quarter of the following year (with the approval of the Chief) and has no cash value.

**ARTICLE 9: STATUTORY HOLIDAYS**

9:01 Every active member shall be entitled to the following statutory holidays in each year.

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

9:02 If the member is scheduled for a day of rest on a Statutory Holiday, the member is entitled to eight (8) hours compensating time off.

If a member is scheduled to commence work on a Statutory Holiday, and reports for their shift, they shall receive their regular rate of pay for all hours worked and compensating time off for all hours worked at the rate of time and a half.

When a member is called into work on a Statutory Holiday they shall be paid at 2.5 times their regular rate of pay for all hours worked provided their shift commenced on the holiday. In such case the member will not be entitled to any compensating time off that may have previously been entered in their bank.

When a Statutory Holiday falls on a scheduled day of work and the Member is not required to attend work, they shall be paid for the shift as scheduled.

Any compensating time off banked but not earned under the provisions of this Article shall be reimbursed to the Service.

9:03 Compensating days off shall be granted as statutory leave and shall first be granted in forty-eight hour blocks, or weekly leave depending on the schedule the member is working, in each and every year, subject to the requirements of the Service.

9:04 As an alternative, members may apply to the Chief and/or his designate for payment rather than time off. Maximum payment shall not be more than ninety six (96) hours per member. The member must request in writing to the Chief of Police or his designate by November 1st of the previous year.

**ARTICLE 9:           STATUTORY HOLIDAYS (Continued)**

9:05   Where a member recognizes different religious holidays, the member may, with approval of the Chief of Police, substitute those days for the Statutory holidays in Article 9:01.

**ARTICLE 10:         ANNUAL VACATION**

10:01   For the purposes of this article days of rest to be included with annual vacation shall be as follows:

- (i)     For police officers working a twelve (12) hour shift, the four (4) days of rest following their last day of vacation of their normally scheduled forty-eight (48) hour work period.
- (ii)    For civilian members working a twelve (12) hour shift, the four (4) days of rest following their last day of vacation of their normally scheduled forty-eight (48) hour work period.
- (iii)   For members working a ten (10) hour shift, the remaining three (3) rest days following.
- (iv)    For members working an eight (8) hour shift, the remaining two (2) rest days following.

10:02   Every member who has completed one (1) year of service is entitled to eighty (80) hours vacation with full pay, plus days of rest.

10:03   Every member who has completed three (3) years of service is entitled to one hundred and twenty (120) hours of vacation with full pay, plus days of rest.

10:04   Every member who has completed six (6) years of service is entitled to one hundred and thirty-six (136) hours of vacation with full pay, plus days of rest.

10:05   Every member who has completed eight (8) years of service is entitled to one hundred and sixty (160) hours of vacation with full pay, plus days of rest.

10:06   Every member who has completed eleven (11) years of service is entitled to one hundred and seventy-six (176) hours of vacation with full pay, plus days of rest.

10:07   Every member who has completed fifteen (15) years of service is entitled to two hundred (200) hours of vacation with full pay, plus days of rest.

10:08   Every member who has completed twenty-three (23) years of service is entitled to two hundred and forty (240) hours of vacation with full pay, plus days of rest.

**ARTICLE 10:      ANNUAL VACATION (Continued)**

- 10:09 Every member who has completed twenty-nine (29) years of service is entitled to two hundred and eighty (280) hours of vacation with full pay, plus days of rest.
- 10:10 Every member shall be entitled to vacation with pay between January 1st and December 31st of each calendar year, as set forth in this Article.
- 10:11 Vacation shall be taken by civilian members within a work unit by rank and then seniority and shall be selected in draws, first selection draw shall be three (3) weeks with no more than two (2) weeks between June 1 and August 31 and second selection draw shall be all remaining entitled vacation time.

For the purpose of this provision, Special Constables will be allowed to select vacation by seniority as a separate group from other civilian members.

- 10:12 (i) Vacation shall be taken by Constables within a work unit and shall be selected in draws, by seniority, first selection draw shall be three (3) weeks with no more than two (2) weeks between June 1 and August 31, and second selection draw shall be all remaining entitled vacation time. Constables hired on the same day will use the lower badge number to determine who selects first. Two Constables per work unit shall be allowed to select vacation at the same time.
- 10:12 (ii) Vacation shall be taken by Sergeants within a work unit and shall be selected in draws, by seniority in the rank, first selection draw shall be three (3) weeks with no more than two (2) weeks between June 1 and August 31, and second selection draw shall be all remaining entitled vacation time. Sergeants promoted on the same day will use seniority with the service to determine who selects first. One (1) Sergeant per work unit will be allowed time off at any one time.
- 10:12 (iii) For the purpose of this article, all members of the Criminal Investigation Bureau are considered a work unit.
- 10:13 A member who is hospitalized or confined to his/her residence as a result of an employment related injury, at the time of commencement of his/her scheduled vacation, shall have his/her vacation rescheduled to dates which, if possible, shall also be satisfactory to the member or alternatively, and with approval of the Board, the member shall be entitled to carry his/her vacation entitlement over to the following year.

The member will be required to furnish proof, including a medical certificate, if requested by the Chief of Police, that he/she is unfit for duty at the time his/her vacation or leave is scheduled to commence.

In any event such carried over vacation shall be forfeit if the member does not use it in the year in which it was carried over.

**ARTICLE 10: ANNUAL VACATION (Continued)**

10:14 A member intending to invoke paragraph 10:13 of this Article will so advise the Chief of Police, in writing, at the earliest possible date after the member becomes aware of his/her disability.

A minor or temporary injury which is unlikely to extend more than two (2) days into the period of vacation or leave will not constitute a reason to invoke this section.

10:15 Upon resignation, retirement or termination from the Police Service, a member shall forthwith receive full cash payment for all unused vacation time or as time off at the member's discretion upon separation from the Police Service.

In the case of a member's death his/her dependents or his/her estate shall forthwith receive full cash payment for all vacation pay standing to his/her credit at the time of the member's death.

10:16 Where a member is hired with previous police experience, that member will be credited with full police service years for vacation entitlement. This experience shall not be included towards seniority. Annual vacation will be granted upon the completion of one (1) year of service.

Effective January 1, 2007 a part time member's part time accumulated hours with South Simcoe Police Service to a maximum of two thousand and eighty-seven (2087) hours per year shall be recognized within this article, but there shall not be more than a one (1) week break in continuous service; such service shall not be included towards seniority in the selection of annual vacation and shall be granted upon the completion of one (1) year of full time service.

10:17 Any member required to attend court during his annual vacation and that member has a vacation "booked" with a travel agency or resort, upon a receipt for the same being submitted to the Board, the member shall be compensated in full for any deposit, hotel accommodation, flight or prepaid meals for the member. Compensation shall only be given when the member is not covered by cancellation insurance because of the fact the member is an employee of the Board.

All documents, flight tickets, hotel accommodation deposits, etc. will become the property of the Board for their use as they see fit.

10:18 A member who was a member on January 1, 2014 and who has completed nineteen (19) years of service may carry forward forty (40) hours of vacation/statutory holidays per year up to a maximum of ten weeks (400 hours) to be taken as paid time off in the members final year of employment, at the discretion of the Chief of Police.



**ARTICLE 10: ANNUAL VACATION (Continued)**

Members who become members after January 1, 2014 and have expressed intent to retire in the following calendar year may be allowed to carry over up to eighty (80) hours of vacation into that year.

- 10:19 It is understood that annual vacation accrues from the first day of employment. A member does not select annual vacation in his/her first year of employment. A member selects annual vacation after the completion of one year of service and his/her entitlement accrues for the following year's selection. A members selection of annual vacation is always in arrears based upon the accrual from his/her hire date.
- 10:20 Any member who is absent without pay for a period of more than eight (8) shifts in a calendar year shall have their annual vacation allotment prorated for the following year unless their absence is due to an approved WSIB claim or a pregnancy/parental leave.

**ARTICLE 11: SICK LEAVE INCOME PROTECTION PLAN****11:01 Initial Protection**

Each member shall be entitled to a maximum of six (6) days and members working eight (8) hours shifts a maximum of nine (9) days leave of absence with pay in any calendar year for personal use to include incidental sickness, medical or dental procedures or appointments that cannot be scheduled during non-working hours, for themselves and any dependants.

Where a member becomes eligible for benefits during a calendar year, he/she shall be entitled to a proportionate number of days leave of absence.

Payment for leave of absence under this section shall be made under the following conditions:

(i) The member notifies the Chief of Police in accordance with the provisions of the Rules and Regulations. Payment for leave of absence shall not be made where notification was not received except where in the opinion of the Chief of Police there was sufficient justification for the member's failure to report.

(ii) The Chief of Police reserves the right to request a medical certificate where a leave of absence occurs under this section and payment will not be made until a satisfactory certificate is filed with the Chief of Police.

**11:02 Weekly Indemnity**

Each member shall be entitled to a weekly indemnity payment where a leave of absence occurs due to sickness or accident equal to a sum of money equivalent to 75% of the gross salary per week to a maximum of \$1,375 and \$1,550 effective January 1, 2017.

**ARTICLE 11: SICK LEAVE INCOME PROTECTION PLAN (Continued)**

Benefits paid under the provisions of this subsection shall extend for a period of seventeen (17) weeks and will be payable from the first (1st) day of accident or hospitalized sickness and fourth (4th) day of sickness where the employee is not hospitalized.

**11:03 Long Term Disability**

Each member shall be entitled to a long term disability payment which shall commence for those eligible, following the expiration of the weekly indemnity payment and shall be equivalent to 66 2/3% of the gross salary of the member to a maximum of \$4,500 per month, payable to the member's normal retirement date or death, whichever comes first.

11:04 The benefits provided under the provisions of paragraphs 11:02 and 11:03 above will be in accordance with and subject to the terms and conditions of the contracts entered into with the respective insuring agency.

The Board shall provide the Association with a copy of term disability insurance policy that it has with the insurance carrier.

11:05 Each member shall join the respective benefit plans as provided in paragraphs 11:02 and 11:03 and it shall be a condition of employment that any new members shall be required to join these benefit plans.

11:06 The Board shall pay 100% of the cost of the premiums for the benefit plans provided under paragraphs 11:02 and 11:03 above.

These benefit plans will be provided from the members first day of service.

11:07 (i) Each member shall receive payment in cash for one hundred per cent (100%) of the unused initial protection time referred to in paragraph 11:01 to a maximum of forty (40) hours pay exclusive of Service Pay. Such payment shall be made by January 31st of each calendar year.

11:07 (ii) A member may request to receive banked time in lieu of payment in cash as referred to in paragraph 11:07 (i). For the purpose of this article the maximum banked time shall be based on four (4) hours for each entitled working day remaining unused. Such banked time shall be taken as time off within the following year earned.

11:08 A member may utilize annual leave, statutory leave, bank time, court time, accumulated overtime, or accumulated sick leave credits to provide one hundred percent (100%) of salary during the course of being placed on short term or long term disability protection. The member's entitlement to such time off or sick leave credits will be reduced

accordingly.

**ARTICLE 11: SICK LEAVE INCOME PROTECTION PLAN (Continued)**

11:09 Should a member be off due to Long Term Disability for more than one (1) year, he/she shall no longer be entitled to accumulate annual vacation.

**ARTICLE 12: WORKERS' COMPENSATION**

12:01 Any member who is off duty as a result of an injury or illness received or contracted during the performance of his/her duty and for which he/she is receiving Workplace Safety and Insurance Act benefits, shall receive full pay during his/her absence from duty for up to one (1) year without encroaching upon his/her accumulated sick credits.

12:02 During the period a member is receiving full pay his/her Compensation payments will be assigned to the Board. Where compensation received is in excess of the member's regular salary, the member shall receive such excess payment.

12:03 Should a member be off on Workplace Safety and Insurance Act benefits for more than two (2) years, he/she would no longer be entitled to accumulate annual vacation.

**ARTICLE 13: COMPASSIONATE LEAVE**

13:01 A member, shall be granted up to four (4) days Leave of Absence with full pay for the purpose of attending the funeral or service of a deceased relative. This leave shall be taken between the date of the death of the relative and the day following the date of the funeral or service and the member must attend the funeral or service in order to qualify for this leave.

For purposes of this subsection, a relative shall mean a 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, spouse's grandparents, grandchildren, or a person standing in loco parentis.

13:02 Subject to the requirements of the Police Service, and at the discretion of the Chief of Police, a member may receive a one (1) day Leave of Absence with full pay to attend the funeral of a distant relative if the funeral takes place within two hundred and fifty (250) kilometers from assigned South Simcoe Police division, and up to and not exceeding three (3) days Leave of Absence with full pay if the funeral of a distant relative is taking place at a distance in excess of two hundred and fifty (250) kilometers from assigned South Simcoe Police division.

13:03 A member, shall be entitled to three (3) days leave of absence with pay in the event of a serious illness to a family member as listed in Article 13:01. Serious illness is defined as an unexpected immediate and physical threat to life and it is understood that it does not

include common illnesses. Such Leave of Absence shall be at the discretion of the Chief of Police.

**ARTICLE 14: ASSOCIATION LEAVE**

14:01 The Board agrees to pay the regular salaries of members of the South Simcoe Police Association Executive for up to forty-four (44) shifts per calendar year (in total) in order for the Association Executive to attend to Association business.

This leave may be shared among the Association Executive Members in any manner they choose provided the total amount of leave taken under this article does not exceed forty-four (44) shifts in any calendar year.

This leave must be requested at least four (4) weeks in advance and will not be unreasonably denied.

**ARTICLE 15: CLOTHING**

15:01 All members of the Police Service who are detailed to perform their duties in plainclothes shall be paid a clothing allowance on the basis of up to one thousand three hundred (\$1,300.00) dollars per annum and four hundred (\$400.00) dollars per annum for Staff Sergeants, payable twice a year in arrears.

In the case of broken periods of service proportionate payments will be made in the month following termination of plainclothes duty. Payments will only be made upon the provision of receipts dated within the six month period covered by the payment

15:02 All members of the Police Service in uniform and in plainclothes duties shall receive clothing cleaning expense allowance in the amount of three hundred (\$300.00) dollars per annum. Lump sum payments will be made on the second pay of January each year.

15.03 (a) Effective December 31, 2016, Article 15.02 shall be deleted from this agreement and replaced with the remainder of this clause.

(b) Upon the presentation of a receipt, each member of the Service shall be reimbursed up to \$50 including sales taxes, one (1) time per calendar quarter for the dry cleaning of clothes used in the performance of their duties.

(c) In addition to (b) above those members assigned to the Ceremonial Unit shall be reimbursed for the dry cleaning of their Ceremonial Uniforms as required.

**ARTICLE 16: SPECIAL ALLOWANCES**

16:01 All members required to use their own cars for police work shall be paid an allowance reflecting the municipality's travel rates, if authorized by the Chief of Police or his designate.

**ARTICLE 16:        SPECIAL ALLOWANCES (Continued)**

- 16:02 (i)        Except when transportation is provided by the Service each member attending a course or program, authorized by the Chief or his designate, and outside the geographical boundaries of the County of Simcoe shall be entitled to receive a travelling expense allowance for one round trip weekly between the members assigned South Simcoe Police Division and the place the course is being held.

Such expense allowance will be as referred to in Article 16:01 for each kilometer travelled.

- 16:02 (ii)        Each member shall be entitled to receive the entire expense allowances authorized in the Article in advance prior to the beginning of the course provided the member has notified the Chief or his designate in writing at least ten (10) days prior to the beginning of the course of his/her desire to receive the expense allowance in advance.

- 16:02 (iii)        Such course or program referred to in this Article does not include any course or program authorized by the Chief or his designate under the Board Merit/Incentive Program policy.

- 16:03 (i)        When a member is required to travel over 60 km one way from the boundary of the jurisdiction of the South Simcoe Police Service for the purpose of an investigation or other police business as authorized by the Chief of Police or his designate, the member shall receive a per diem allowance of Fifty dollars (\$50.00) for each full day spent in travel status, in order to cover meal expenses for each full day.

In the event a member is not required to spend one full day in travel status, meal allowances shall be as follows:

breakfast up to \$12.00;        lunch up to \$17.00;        dinner up to \$30.00.

Receipts shall be required for payment.

This allowance is not payable in the event that the member is provided meals while in travel status.

- 16:03 (ii)        The above meal allowances shall apply for any course or seminar authorized by the Chief or his designate outside the boundary of 100 km from the nearest jurisdictional boundary of the South Simcoe Police Service.

**ARTICLE 17:        INSURANCE**

17:01 All members of the Police Service shall be covered by:

(i) The Ontario Employer Health Tax (EHT) and the Board shall contribute one hundred per cent (100%) of the basic and supplementary plan premium.

(ii) An Extended Health Care Group Plan and the Board shall contribute one hundred per cent (100%) toward the annual premium.

Effective the first day of the second pay following ratification of this Agreement by both parties (April 1st, 2016) the following changes will be made:

Chiropractor services shall be five hundred dollars (\$500.00) maximum per calendar year with a per visit cap of \$60.00 for member and dependent.

Massage therapy shall be seven hundred dollars (\$700.00) maximum per calendar year with a per visit cap of \$90.00 per member and dependent.

A per visit cap of \$75.00 shall apply to Physiotherapy.

Orthotic insert coverage shall be four hundred and fifty dollars (\$450) per pair up to a maximum of two (2) pairs per benefit year.

Speech therapy and occupational therapy will be increased to one thousand eight hundred dollars (\$1,800) combined per year.

Psychological Services with reasonable and customary per visit caps to a maximum of \$1,000 per year for members and dependents of members.

Effective January 1, 2017 - \$250 per year, health care spending account for each member will be established and administered in accordance with the rules and policies of the benefits provider.

(iii) A Group Life Plan and the Board shall contribute one hundred per cent (100%) of the annual premium. Such plan shall provide an amount equal to two (2) times the member's annual salary rounded to the next higher \$1,000 if not already a multiple thereof.

(iv) A Group Accidental Death and Dismemberment Plan and the Board shall contribute one hundred per cent (100%) of the annual premium. Such accidental death and dismemberment benefits shall be in the amount of two (2) times the members annual salary rounded to the next higher \$1,000 if not already a multiple thereof.

(v) A Group Dental Expenses Plan and the Board shall contribute one hundred per cent (100%) of the annual premium. Rates shall be at the current year of treatment.

**ARTICLE 17: INSURANCE (Continued)**

A rider shall be included to provide orthodontic care which will cover fifty per cent (50%) of expenses to a maximum of three thousand and five hundred dollars (\$3,500.00).

The Board shall pay one hundred per cent (100%) of the premium of the orthodontic rider. Said orthodontic coverage shall be available once for each child or child dependent of the member.

A rider shall be included to provide Major Restorative Dental Care which will cover eighty per cent (80%) of expenses to a maximum of one thousand seven hundred and fifty dollars (\$1,750.00) annually.

The Board shall contribute one hundred per cent (100%) of the annual premium.

(vi) A Group Vision Care Plan and the Board shall contribute one hundred per cent (100%) of the annual premium. Such plan shall include eye examinations, eye glasses, contact lenses, and laser eye surgery to a maximum of four hundred seventy-five dollars (\$475.00) in any twenty-four (24) month period for every member and his/her eligible dependents.

Subject to the above, if during the term of this agreement the Town of Innisfil or Town of Bradford West Gwillimbury increase their vision care coverage for other Town employees, then such coverage shall be applied equally to the employees covered by this agreement.

17:02 All members of the Police Service shall be enrolled in the above plans in paragraph 17:01 on the first day of employment.

It is understood that Extended Health, Dental, and Vision care benefits for eligible dependents will be extended to the earliest of the following dates in the event of a member's death.

- a) The date on which you would have retired had you been living.
- b) The date of your spouse's marriage or common law marriage.
- c) The date on which this benefit would have terminated had you been living.
- d) The termination date of the benefit or group benefit's plan.

17:03 The Board shall provide the benefits in paragraph 17:01 (i), (ii), (v), and (vi), to retired civilian members and retired police officers, their spouses and their eligible dependents as defined in the plan where they are not otherwise provided for under any government or other program until such retired member reaches the age of sixty-five (65) years. The Board shall contribute one hundred per cent (100%) of the annual premiums of the plans.

**ARTICLE 17:        INSURANCE (Continued)**

The board shall provide retired civilian members and retired police officers, their spouses and eligible dependents as defined in the plan a two thousand seven hundred (\$2,700.00) dollar per year health care benefit spending account when such member reaches age sixty-five (65) to and including the age of seventy five (75).

The Board shall contribute one hundred (100%) of the annual premiums of the plan. This additional benefit applies to those member's who retire after January 1, 2011.

- 17:04 The Board shall require that once in each calendar year that, a retired member, receiving benefits as defined in paragraph 17:03, submit a statement to the Board stating they are not receiving similar benefits as a result of full time employment taken after retirement from the Police Service.
- 17:05 Subject to paragraph 17:01 the Board shall reserve the right to change policy carriers from time to time during the duration of this Agreement provided that the benefits and coverage of the policies are not reduced from those enjoyed by the members as specified in paragraph 17:01, and any other benefits in effect at the time of the execution of this Agreement.

If changes in policy carriers are made the Association shall be advised in writing of any such change, and copies of new policies provided to the Association.

**ARTICLE 18:        SERVICE PAY**

- 18:01 All civilian members shall receive, at the first pay preceding December 25th in addition to their regular salaries, Service Pay in accordance with the following schedule.

- (i) Upon completion of five (5) years and up to and including nine (9) years continuous service – one hundred and fifty dollars (\$150.00).
- (ii) Upon completion of ten (10) years and up to and including fourteen (14) years continuous service - two hundred and fifty dollars (\$250.00).
- (iii) Upon completion of fifteen (15) years and up to and including nineteen (19) years of continuous service - three hundred and fifty dollars (\$350.00).
- (iv) Upon completion of twenty (20) years and up to and including twenty-four (24) years of continuous service - six hundred dollars (\$600.00).
- (v) Upon completion of twenty-five (25) years and up to and including twenty-nine (29) years of continuous service – seven hundred dollars (\$700.00).



(vi) Upon completion of thirty (30) years and more of continuous service – nine hundred dollars (\$900.00).

**ARTICLE 18: SERVICE PAY (Continued)**

- 18:02 Upon resignation, retirement or termination from the Police Service, a Member shall forthwith receive full cash payment for all Service Pay credit for that year. In case of a member's death, his/her dependents or estate shall forthwith receive the full cash payment for his/her Service Pay credit due that year at the time of his/her death.
- 18:03 A service badge shall be granted to each member for each period of five (5) years of continuous service within the Police Service.

**ARTICLE 19: PENSION COVERAGE**

- 19:01 All civilian members shall be covered by the Ontario Municipal Employees Retirement System (OMERS) Basic Plan, and the Canada Pension Plan, in accordance with the Municipal Bylaw presently in force covering municipal employees of the Town.
- 19:02 All police officers shall be enrolled in the Ontario Municipal Employees Retirement System (OMERS) Basic Plan, the Type 1, 2% Past Service Supplement and the Type 3 Supplementary Plan of optional retirement after thirty (30) years of service, and the Canada Pension Plan.
- 19:03 Effective January 1, 1982 the Type 3 OMERS Supplementary Benefit shall permit early retirement without actuarial reduction in benefits within ten (10) years prior to a police officer's normal date of retirement when,
- (i) the police officer is declared by the employer to be unable to perform the duties of his/her employment due to mental or physical incapacity (permanent or partial disability).
- 19:04 Survivor's Pension
- Should a member die as a direct result of injuries received or of illness contracted in the performance of their duties, the Board shall award pecuniary aid to the member's spouse or dependent children in an amount which will make up the difference between payments being made by the Worker's Compensation Board, the Canada Pension Plan and the Ontario Municipal Employees Retirement System Pension Plan to the spouse/common law spouse on behalf of themselves and children and the salary being paid to the member at the date of their death.
- 19:05 The Board also agrees that such an award shall continue for the life of the spouse, until the member would have reached normal retirement age or until they remarry or enter a common law relationship as defined in the Family Law Reform Act or dependent children as defined, whichever occurs first.

**ARTICLE 19: PENSION COVERAGE (Continued)**

Benefit continuation as referred to in this provision shall mean drug, dental, vision care and extended health care benefit coverage until the deceased member's normal retirement age or until the other circumstances contemplated under article 19:05.

Spouse to include a man or woman who are married to each other or a common-law Spouse as defined in the Family Law Reform Act.

Dependent child to include a member's child who is:

- unmarried and under 18 years;
- unmarried and over 18 years but less than twenty-five (25) years if continuing their education;
- person over 18 years who by reason of mental or physical disability is unable to earn a living and including;
- any child who the member stood in-loco parentis at time of death.

**ARTICLE 20: PROBATION**

20:01 The probation period for civilian members shall be 2087 hours of work and paid leave from the date of employment.

**ARTICLE 21: PROMOTIONS, CLASSIFICATIONS & RECLASSIFICATIONS**

21:01 Every member shall be classified for purposes of security and pay as per Article 6:

In order to be promoted from one rank to the next as depicted above, the member must have been actively in attendance at work for twelve (12) months (not less than 2087 hours) and be qualified for the rank to which they are to be promoted.

21:02 Notwithstanding the classification periods from one class to another, actual promotion of Members will be made only on the recommendation of the Chief of Police and with the approval of the Board.

21:03 The Chief of Police at his discretion and if in his opinion a member has shown exceptional performance and/or efficiency, may recommend that the member be reclassified before the completion of periods of service shown in paragraph 21:01.

21:04 On promotion to, or in the noncommissioned ranks, a police officer will be on probation for a period of twelve (12) months, at the end of which time, on recommendation of the Chief of Police, he/she will either be confirmed in this rank or revert to his/her previous rank.

**ARTICLE 21: PROMOTIONS, CLASSIFICATIONS & RECLASSIFICATIONS**  
**(Continued)**

- 21:05 When a Member is assigned by the Chief to an acting rank higher than that which he/she regularly holds for at least one (1) complete shift, he/she shall automatically be paid at the higher rank's rate of pay for each such shift worked at such higher rank.
- 21:06 When a permanent vacancy exists above the rank of 1st class constable within the South Simcoe Police Service, a notice for the purpose of applications shall be emailed to the Service email address of each Member.
- 21:07 In the event of a new classification not covered by this Agreement, the Board agrees to consult with the Association regarding the salary rate of such classification.
- 21:08 When a Civilian member is assigned to perform all the regular duties of a higher paid classification than that which the Civilian member holds for at least one (1) complete shift, the member shall receive the salary of such higher paid classification for each shift so assigned. This payment shall be made on the next regular pay of the employee.

**ARTICLE 22: PERSONAL PROPERTY LOSS**

- 22:01 All members shall receive full reimbursement when suffering loss or damage to eye glasses, dentures, jewelry, including watches when such loss or damage is suffered as a result of the performance of his/her duties while on regular duty, provided such loss or damage has not been caused by negligence on the part of the member in question.

The maximum amount of such claim shall be up to two hundred dollars (\$200.00), or at the discretion of the Chief of Police, and receipts must be submitted.

**ARTICLE 23: RETIREMENT OPTION**

- 23:01 Upon retirement, each member will be allowed to convert any unused banks of paid leave into a one-time cash payment. Such cash payments shall be calculated and paid at a rate of 100% of the value of the banked leave.

This payment shall be made in the final month of employment of the member provided they make the request for the payment not less than sixty (60) days prior to their retirement date.

**ARTICLE 24:        PERSONNEL FILES**

24:01 A member shall have the right to see the contents of his/her personnel file provided that:

- (i) Such request is made to the Chief of Police or his designate in writing.
- (ii) The file should be observed in the company of the Chief of Police or his designate.
- (iii) The file be observed within a reasonable period from, the date of the request and subject to the exigencies of the Police Service.

24:02 Every derogatory entry or notation made in a member's performance file shall be brought to the member's attention promptly and the member shall have the right to respond in writing to any entry or notation placed in his/her performance file.

24:03 A disciplinary entry for misconduct, addressed through the informal resolution process defined in the Police Services Act, which is made in a member's file, shall be expunged from the member's record two (2) years after being made if during that time no other entries concerning misconduct or unsatisfactory work performance have been made in the record in accordance with the provisions of the Police Services Act.

**ARTICLE 25:        LEGAL INDEMNIFICATION**

25:01 The Board agrees to indemnify all members of the Police Service from any costs arising from civil or criminal actions or statutory legislation resulting from the attempted performance in good faith of his/her lawful duties as a police officer or member of the Police Service.

The Board shall pay the legal costs that any member of the Police Service may incur in defending himself/herself or against any criminal charge arising out of the performance of his/her duties. This shall include any legal costs incurred as a result of a Coroner's Inquest or other legal tribunal.

25:02 The provisions of Article 25:01 shall be subject to the following:

- (i) "Legal Tribunal" shall include any hearings of the Ontario Civilian Police Commission on Police Services under Part II of The Police Services Act or any hearing originating from a Public Complaint under Part V (O.I.P.R.D.) of The Police Services Act.
- (ii) Approval for retaining legal counsel must first be obtained from the Board through the Chief of Police.

(iii) Section 25:01 shall not apply when charges are made under the Police Services Act as a Chief's complaint.

**ARTICLE 25: LEGAL INDEMNIFICATION (Continued)**

25:03 The Board recognizes the necessity of providing immediate legal advice to any member who, as a result of police duties, may be directly or indirectly involved in an occurrence investigated under the provisions of Part VII of the Police Services Act.

The Board agrees that legal counsel(s), as agreed to by the Association and Chief of Police, shall be provided at the Board's expense, immediately after the occurrence and during the investigative period, for the purpose of providing legal advice and guidance to the member or members involved.

It is understood and agreed that when the Board agrees to pay the fees of legal counsel and it is found that the member's attempted performance was not in good faith of his/her lawful duties, all such payments shall be reimbursed to the Service forthwith upon final judgement.

**ARTICLE 26: MATERNITY/PARENTAL LEAVE**

26:01 Members shall be entitled to maternity leave and/or parental leave in accordance with the provisions of the Employment Standards Act.

A member on maternity leave shall make written application to and supply the Board with a certificate from a legally qualified medical practitioner stating that she is pregnant and giving the estimated date of delivery and shall further receive benefits provided under 26:02 and 26:03 notwithstanding those continued by virtue of the Employment Standards Act.

26:02 During the maternity/parental leave the Board shall:

(i) During the first two (2) weeks, pay the member one hundred per cent (100%) of their regular rate of pay; and

(ii) During the following twenty-four (24) weeks, or shorter period if the member returns to work, pay the member at a rate of pay equivalent to the difference between the Employment Insurance benefits the member is eligible to receive and seventy-five per cent (75%) of the member's regular rate of pay.

26:03 A member shall continue to accumulate seniority and the Board shall continue to provide the member with insurance, welfare, medical, dental, pension and all other benefits specified by the agreement, other than statutory holiday credits, while on maternity and/or parental leave.

**ARTICLE 26:      MATERNITY/PARENTAL LEAVE (Continued)**

26:04 Maternity leave and parental leave for the natural mother shall not exceed fifty two (52) weeks, not more than seventeen (17) weeks for Maternity and not more than Thirty Five (35) weeks for Parental. Parental leave for either parent or adoptive parent shall not exceed eighteen (18) weeks in accordance with the provisions of the Employment Standards Act.

**ARTICLE 27:      JOB SECURITY**

27:01 In the event of another police service taking over the policing of the Town of Innisfil or Town of Bradford West Gwillimbury, the amalgamation of the South Simcoe Police Service or a Police Service Act section 40 reduction the Board will endeavour to ensure that every full time member who was a member on December 31, 2013 is offered employment in a similarly paid position with that Service.

In the event that a member is not offered a similarly paid position with that service or with either of the Municipalities, the member shall be supplied with paid notice of six (6) weeks for every year of service with the South Simcoe Police Service as per Article 6.01 to a maximum of twenty-four (24) months or to the time that the member would be entitled to an unreduced pension, whichever is less.

During this notice period, the member will also be entitled to the continuation of health care benefits as outlined in Article 17 of this agreement and up to \$5,000 in tuition assistance at a recognized post-secondary institution upon presentation of proof of tuition payment from that institution.

**ARTICLE 28:      PART-TIME MEMBERS****28:01 Definitions**

"Part-time member" means a member who is not guaranteed a minimum amount of hours and is scheduled in accordance with the needs of the service.

28:02 Provided that a part-time member performs the same duties as a full-time member, the part-time member shall be paid at the same hourly rate as a full-time member in that position and shall progress through the full-time member pay grid upon accumulation of 2,087 hours total employment in each level.

28:03 In lieu of hospital, medical and insurance benefits as provided under Article 17 of this Agreement, a part-time member shall receive ten (10%) per cent of the hourly rate of pay of the part time member.

28:04 A part-time member shall be compensated for vacation in accordance with the Employment Standards Act.

**ARTICLE 28: PART-TIME MEMBERS (Continued)**

Notwithstanding the above provision, a part-time member shall be entitled to vacation or payment in lieu of vacation at the member's option, upon qualification under Article 10 of this Agreement applicable to full-time members.

One year's service shall equal two thousand and eighty-seven (2,087) hours.

28:05 A part-time member shall be entitled to Statutory Holidays in accordance with the provisions of the Employment Standards Act.

28:06 A part-time member shall be paid at the rate of one and one-half (1 1/2) times the member's hourly rate of pay for all hours worked on all Statutory Holidays, as listed under the provisions for Statutory Holidays, Article 9 of this Agreement, as applicable to full-time members.

Part time members will be paid the average number of daily hours worked in the four weeks immediately preceding the holiday for each holiday identified in Article 9 regardless of whether or not they work the holiday.

28:07 A part-time or contract member shall be entitled to participate in the O.M.E.R.S. Pension Plan in accordance with the provisions of the Pension Benefit Act. The Board shall notify the member and the Association when the member qualifies for membership in the O.M.E.R.S. Plan.

28:08 A part time member shall not be entitled to the provisions of the following articles, except as provided by Employment Standard Act:

Article 8:04 Call-back Article 9 Statutory Holidays Article 10 Annual Vacation Article 11 Sick Leave

Article 13 Compassionate Leave Article 17 Insurance

Article 18 Service Pay Article 26 Maternity Article 27 Job Security

28:09 A part time member shall accumulate seniority from date of hiring based on hours actually worked. Seniority shall have effect whenever seniority has application in this Agreement, but shall not apply when in conflict with the seniority rights of full-time members.

28:10 Seniority accumulated as a part-time member shall be credited to a member who becomes a full-time member.

28:11 Subject to the exclusions and modifications as specified in this Article, all Articles of this Agreement have full application to all part-time members.

**ARTICLE 29            PAID DUTIES**

29:01 The Paid Duty rate will be based on one and one half times the hourly rate of pay for a first class constable.

For paid duties that require a sergeant or staff sergeant, the rate will be based on one and one half of the hourly rate of pay for such rank.

**ARTICLE 30            CONTAINMENT TEAM**

30:01 Containment Team members who are off duty and participating in authorized containment training shall receive compensating time off at time and a half which will be maintained in a separate time off bank.

Such time off may be taken after all other members have selected their Annual Vacation and Statutory Leave.

All such leave shall be taken at the rate of pay at which it was earned and all outstanding balances shall be forfeited by March 31st of the year following the year that it was earned.

Any authorized work other than training by a Containment Team member shall attract overtime credits in accordance with Article 8 of the Collective Working Agreement.

**ARTICLE 31            SPECIAL DUTIES**

31:01 A member who is assigned Special Duty as required by the Chief of Police shall work a shift so assigned by the Chief of Police.

Special Duty shall mean:

- Personal Watercraft Patrol
- Marine Patrol
- Snowmobile Patrol
- Bicycle Patrol
- a duty which is other than that required as a core policing function.

**ARTICLE 32            TRAINING**

32:01 It is recognized that members are required to participate in legislated Use of Force/Firearms training and other legislated training in accordance with the Police Services Act.



**ARTICLE 32      TRAINING (Continued)**

A member's hours of work in accordance with Article 7 of the Collective Working Agreement may be adjusted, only when unavoidable, in order that the member may participate in such legislated training requirement.

A member who is authorized by the Chief of Police to attend the Ontario Police College or elsewhere on a recognized course/seminar shall have no deductions from his/her time banks while in attendance.

It is further understood that a member who attends a five (5) day, eight (8) hour per day, training session being held within a one (1) hour drive of the South Simcoe Police boundary that the member will not claim overtime for the additional couple of hours, and that it will be viewed as equivalent to a four (4) day, forty-eight (48) hour block.

This section shall not apply to a member authorized to attend a course under the Board's Merit Incentive Policy.

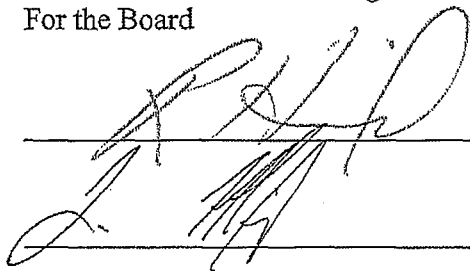
**ARTICLE 33      DURATION OF AGREEMENT**

33:01 This Agreement except as hereinafter noted, shall remain in force for a period of four (4) years from 01 January 2016 to 31 December 2019 and from year to year thereafter until notice in writing or amendment or expiry is given to either party not less than thirty (30) days prior to the termination thereof.

33:02 Either party may give notice to the other party in writing not more than ninety (90) days previous to the expiry date of this Agreement of their desire to bargain for the purpose of making a new Agreement or amendments to the existing Agreement.

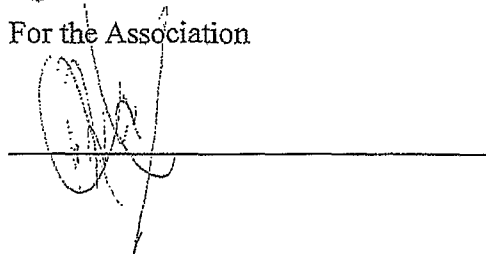
Signed this 16 day of May 2016 at Bradford, Ontario

For the Board



A large, stylized handwritten signature in black ink, written over a horizontal line.

For the Association



A handwritten signature in black ink, written over a horizontal line.

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