

SOURCE	Ville		
EFF.	96	01	01
TERM.	97	12	31
NO. OF EMPLOYEES	190		
NOMBRE D'EMPLOYES	AA		

UNIFORM EMPLOYEES

(Unit A)

COLLECTIVE AGREEMENT

BETWEEN

THUNDER BAY POLICE SERVICES BOARD

FOR

THE CORPORATION OF THE CITY OF THUNDER BAY

AND

THUNDER BAY POLICE ASSOCIATION

FROM: JANUARY 1, 1996

TO: DECEMBER 31, 1997

12093 (01)

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AGREEMENT made this day *1st* of *MAY*, A.D., 199*8* pursuant to the Police Services Act, R.S.O., 1990, C.P.15 and amendments thereto:

BETWEEN:

THUNDER BAY POLICE SERVICES BOARD
(FOR THE CORPORATION OF THE CITY OF THUNDER BAY)
Hereinafter called the **"Board"**
OF THE FIRST PART

- and -

THUNDER BAY POLICE ASSOCIATION
Hereinafter called the **"Association"**
OF THE SECOND PART

Article I - Scope

- 1.01 The Board hereby recognizes the Association as the sole and exclusive bargaining agent for all members of the Police Service of the City of Thunder Bay, who are covered under both UNIT "A" and UNIT "B" Collective Agreements, including the **working** conditions and salaries **as** set out in Schedule "A" attached hereto and made **part** of this Agreement, save and except the ,Chief of Police, Deputy Chief of Police, and members of the Thunder Bay Police Senior Officers Association.
- 1.02 Subject to Article I, Clause 1.01 "member" shall mean every person described in Section (2) of Bill 107, Chapter 10, Statutes of Ontario, 1990, Police Services Act (1990), and amendments thereto, unless the context clearly shows otherwise.
- 1.03 The Board agrees that as a condition of employment, all members falling within the scope of this Agreement, shall obtain and maintain membership in the Thunder Bay Police Association after thirty (30) days of employment.

Article I - Scope cont'd

- 1.04 A person who is not a paid member of the Police Service shall not be permitted to do any work that is normally done by members of the Association, provided however, that members of the Police Service have had the first opportunity to refuse this work.
- 1.05 The Association acknowledges that it is the exclusive function of the Board and Administration to:
- (a) Govern the affairs of the Police Service in accordance with the provisions of The Police Act.
 - (b) It is agreed and understood that these rights shall not be exercised in a ~~manner~~ inconsistent with the provisions of this Agreement.

Article II - Bargaining

- 2.01 The Board agrees that there will be no discrimination, interference, restraint or coercion exercised or practiced by the Board or by any other representative with respect to **any** member, in the **bargaining** unit, because of his **membership** or connection with the Association, and that membership in the Association by a member in the **bargaining unit**, who is eligible to join will not be discouraged.
- 2.02 The Association agrees that there will be no intimidation, interference, or coercion exercised or practiced upon members of the City of Thunder Bay Police Service by any of its members or representatives.
- 2.03 All persons employed by the Board, eligible for membership in the Association, shall have the membership dues and assessments of the Association, deducted from their salaries, and the sums so deducted shall be

Article II - Bargaining cont'd

paid by the Treasurer's Department of the Corporation of the City of Thunder Bay, to the Treasurer of the Association each month, or within a reasonable time after the making of such deductions.

- 2.04 Wherever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context of the **party** or parties hereto so requires.

Article III - Classification and Salary Schedule and Service Pay Schedule

- 3.01 **The** salaries set forth in Schedules "A" attached hereto are hereby made **part** of ~~this~~ Agreement.
- 3.02 Service pay shall be granted to all members of the bargaining unit to be calculated in accordance with the provisions in Schedule "B" attached hereto and made **part** of this Agreement.
- 3.03 (a) Any qualified Police Officer covered by this Agreement who performs the duties of a higher ranking Police Officer shall receive the scheduled rate of pay for the higher rank.
- (b) On duty qualified Officers will be given the first opportunity to perform the duties of a higher ranking Police Officer whenever the occasion arises. Where an on duty qualified Officer is not available, an on duty unqualified Police Officer may be used to perform the duties of a higher ranking Police Officer, In any case the Officer shall receive the rate of pay of the higher rank for each day so served.

Article III - Classification and Salary Schedule and Service Pay Schedule cont'd

(c) **Identification Officers**

In addition to their annual salary, Identification Officers while in the field shall receive specialization pay in the amount of three hundred dollars (\$300.00) following the completion of one (1) full year of such work. For each year thereafter of completed service in the field, Identification Officers shall receive ~~an~~ additional three hundred dollars (\$300.00) per year to a maximum of one thousand five hundred dollars (\$1,500.00) per annum.

(d) **Senior Constable**

There shall be a Senior Constable classification which will be paid at 1.5% above the First Class Constable rate. To qualify for the Senior Constable rate, a First Class Constable must meet the following criteria:

- 1) ten (10) years or more of service; and,
- 2) must have passed the Police College Promotional Examinations for promotion to the rank of Sergeant.

3.04 If, during the term of this Agreement, any new positions or job classifications are established by the Board, they shall become subject to and form part of this Agreement, unless both parties agree, in writing, that this would be inappropriate.

3.05 The promotion policy dated February 10, 1989, shall be applied to future promotional competitions. Should the Board or the Association have any concerns about this policy, these concerns shall be addressed by a Joint Committee of an equal number of representatives of the Administration and the Association. It is also agreed that changes to this policy may be made by the above said Joint Committee.

Article IV - Vacation and Statutory Holidays

- 4.01 All regular members with one (1) or more years of continuous service will be entitled to two (2) weeks [blocks for those working the 6 + 3 Schedule) of annual vacation with pay.
- 4.02 All regular members with five (5) or more years of continuous service will be entitled to three (3) weeks (blocks for those working the 6 + 3 Schedule) of annual vacation with pay.
- 4.03 All regular ~~members~~ with ten (10) years or more of continuous service will be entitled to four **(4)** weeks (blocks for those working the 6 + 3 Schedule) of ~~annual~~ vacation ~~with~~ pay.
- 4.04 All regular members with sixteen (16) years or more of continuous service will be entitled to five (5) weeks (blocks for those working the 6 + 3 Schedule) of annual vacation ~~with~~ pay.
- 4.05 All regular ~~members~~ with twenty-two **(22)** years or more of continuous service will be entitled to six (6) weeks (blocks for those working the 6 + 3 Schedule) of annual vacation ~~with~~ pay.
- 4.06 All regular ~~members~~ ~~with~~ twenty-eight **(28)** years or more of continuous service will be entitled to seven (7) weeks (blocks for those working the 6 + 3 Schedule) of annual vacation ~~with~~ pay.
- 4.07 Any member who is required to be on duty on any of the recognized statutory holidays (excluding Christmas Day **and** New Years Day) shall be paid an additional four (4) hours pay for each such day. Any member who is required to be on duty on Christmas Day and/or New Year's Day shall be

Article IV - Vacation and Statutory **Holidays** cond't

paid an additional eight (8) hours pay for each such day. In either case payment will be in accordance with the procedure laid out in Section 7.04 of this Agreement. Statutory Holidays shall include:

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

Should Heritage Day be proclaimed by the Parliament of Canada such day will be added to the above list and observed on the day so proclaimed.

4.08

In order to rotate the season in which each member is granted his annual vacation in each year, the vacation year shall be divided into three vacation periods as follows:

Winter - from **January 1** to **April 30**
Summer - from May 1 to **August 31**
Fall - from September 1 to December 31

Each unit in the patrol branch shall be divided into three groups of sworn members, with vacations to be taken **within** the first, second and third vacation periods. The following year, the season of annual vacation shall be rotated, i.e. the winter period group to the summer vacation period; the summer period group to the fall vacation period; and the fall period group to the winter vacation period. Each member's position within the group shall be determined by seniority. On the first draw, members with two (2) blocks of vacation shall take one (1) block of vacation in their respective season. Members with more than two (2) blocks of vacation shall take two (2) blocks of vacation in their respective season. Upon completion of the

Article IV - Vacation and Statutory Holidays cont'd

first draw the entire year will be drawn one (1) block at a time, on the basis of seniority.

Two (2) sworn members on annual leave shall be permitted in each block however, the Divisional Commander or designate, may at his discretion allow additional members to be off within the block. Members shall be permitted to exchange all or part of their vacation with any other member or into a vacant block in the same unit within two (2) weeks after the vacation schedule has been posted. Thereafter, the final vacation schedule will be posted and no further exchange will be permitted, unless approved by the Divisional Commander. The above rotation system will also apply to those sections and branches of the Criminal Investigation and Administrative & Service Division, where conflicts arise over ~~annual~~ leave selection.

In order to allow as ~~many~~ members off on vacation in the ~~prime~~ vacation period ~~as~~ possible and still be able to maintain ~~an~~ adequate number of personnel to adequately staff any division, the President of the Thunder Bay Police Association or designate shall participate with the Chief of Police or designate in determining those periods ~~within~~ any given vacation year that ought to be eligible for consideration for additional personnel to be allowed time off.

This consultation process shall be complete prior to September 30 of each year and shall be in place prior to the holiday draw.

4.09

A member who terminates employment ~~and~~ has not taken his annual vacation for that year, shall be granted a sum of money pro-rated in accordance with the number of days holidays to be granted in that year.

Article V - Court Attendance

5.01 (a) A member who is required to attend a Court sitting as a witness while off duty, because of his or her duties and status as a Police member, shall be paid a minimum of four **(4)** hours pay at time and one-half (1 1/2), before or after the noon recess. Where a Court sitting exceeds four **(4)** minimum, he or she shall be entitled to be paid at the rate of time and one-half (1 1/2) for any period that he or she is required to remain in Court for over four **(4)** hours. Witness fees and conduct money for such attendance paid to the member shall be accounted for and paid to the Board.

A member working the 2400 - 0800 shift only, while waiting for court at either 9:30 a.m. or 10:00 a.m. shall receive time and one-half (1 1/2) pay from 0800 until the time he is to be at any legal proceedings.

- (b) The provisions of Article V, Clause 5.01 shall not apply to a member who is a defendant and is convicted of any offense under any Provincial or Federal Statute.
- (c) Should a ~~member~~ attend court on his annual Vacation, he shall be paid in accordance with Article V, Clause 5.01 (a) and be granted sixteen (16) hours of leave for each daily appearance. A morning appearance constitutes daily. The leave shall be taken with the approval and convenience of the Divisional Commander.
- (d) Upon receipt of a court notification slip which conflicts with annual leave, the member shall immediately notify the Court Sergeant by memo of the conflict and request a remand. Failure to do so disqualifies the member from receiving the benefits of 5.01 (c) but not 5.01 (a).

Article V - Court Attendance cont'd

- (e) Annual Vacation includes the weekly leave period immediately preceding and following a week or block scheduled for annual vacation in addition to the actual week(s)/block(s) scheduled for annual vacation.

5.02 Twenty-four (24) hours notice shall be given prior to each members' required attendance in Court. Failure to do so will result in an additional four (4) hours straight time pay in addition to pay received for the member's appearance.

If a member's court attendance is cancelled less than twenty-four (24) hours before scheduled, the member shall receive a payment of four (4) hours straight time pay.

5.03 Each member required to remain at any legal proceeding following a normal tour of duty shall be paid at time and one-half (1 1/2).

5.04 A member who is required to attend any legal proceeding outside the City of Thunder Bay shall receive, subject and in addition to the provisions of Section 5.01 and 5.03 of this Agreement:

- (a) Payment for travelling time to and from Court subject to the overtime provisions of this Agreement.
- (b) Payment for transportation, or an agreeable mileage supplement for the use of the member's own vehicle.
- (c) Payment for accommodation, meals and any other out-of-pocket expenses incurred.

Article VI - Hours of Work

- 6.01 All members not working on the 6 + 3 Schedule shall work a forty (40) hour week consisting of five (5) daily tours of duty of eight (8) consecutive hours each. All members working on the 6 + 3 Schedule will have hours of work in accordance with the October 5, 1978 proposal.
- 6.02 Every member, except in cases of serious emergency, shall be allowed a one-half hour uninterrupted lunch period during each eight (8) hour tour of duty, which half hour shall commence no more ~~than~~ five (5) hours after the commencement of a normal tour of duty, and it is agreed that the lunch period be taken at a suitable designated place.
- 6.03 Every member failing to receive such lunch period **within** the allotted time shall be allowed one-half (½) hour's pay, provided, however, every member shall first obtain permission where practical from ~~his~~ Supervising N.C.O. or Senior Officer before extending his assigned duty beyond the five (5) hours.
- 6.04 Members of the patrol division on foot patrol, shall be allowed an additional one-half hour relief period during the cold ~~weather~~ season. This additional relief period shall be scheduled approximately two hours prior to, or following, the member's lunch period.
- 6.05 All vehicles of the Thunder Bay Police shall be manned by two (2) police officers on the following basis and with the following exceptions:
1. Personnel on "demand" assignment are excepted.
 2. Supervisory personnel are excepted.
 3. Investigation Division personnel, including Identification and Youth Sections are excepted.
 4. Traffic personnel when in follow-up investigation or radar patrol are excepted.

Article VI - Hours of Work cont'd

5. Personnel assigned to transport police vehicles from point "A" to point "B" are excepted while so engaged.
6. Dog Patrols and Foot Patrols are excepted.
7. At least one (1) vehicle on patrol in Areas 2 and 6 as presently geographically designated shall be manned by two (2) police officers on a twenty-four (24) hour per day basis.
8. In areas 3 and 7 as presently geographically designated, at least one (1) vehicle on patrol between the hours of 4:00 p.m. and 8:00 a.m. shall be manned by two (2) police officers except during the period from 4:00 p.m. Sunday to 8:00 a.m. the next day, Monday.
9. In all other Areas, the Chief of Police may detail further use of two (2) man units, or cause the same to be detailed as might be deemed necessary from time to time.

In addition there will be a standing requirement that a backup unit be dispatched to support single man units responding to Demand Calls in family disputes, robberies, illegal use of firearms and/or weapons, bar-room brawls, breaking and entering in progress, **and** any other incident that might give cause for concern as to a member's welfare.

Article VII - Emergency

- 7.01 Notwithstanding the provisions of Article 6.01, in case of serious emergency requiring the services of members of the Police Service, who are not on duty at the time of the emergency, the Chief of Police or other persons in charge of the Police Service, may recall to duty any or all such members or upon 48 hours notice amend the shift of any or all such members with such change to last only for the duration of the emergency.
- 7.02 Each member will report for duty fifteen (15) minutes prior to the commencement of his shift. Should a member be required to remain on duty

Article VII - Emergency

following the completion of his shift for a continuation of duties, he will be paid at the rate of one and one-half (1 1/2) times his regular salary.

All members requested or ordered to remain beyond their regular tour of duty, shall receive one and one-half (1 1/2) times their regular rate of pay for each hour worked with a minimum of two (2) hours at two (2) times their regular rate of pay for a ~~minimum~~ of four **(4)** hours straight time pay.

All members otherwise called out for duty, shall receive a ~~minimum~~ or four **(4)** hours pay at one ~~and~~ one-half (1 1/2) times their regular rate of pay, for a ~~minimum~~ of ~~six~~ **(6)** hours straight time pay.

Note: Examples of "continuation of duties" are traffic stops, pursuits, ~~an~~ investigation, special assignment, etc. which occurred during their regularly scheduled shift.

7.03 ~~All members~~ required to work overtime, shall be entitled to meal allowance of ~~up~~ to five dollars (\$5.00), for each four **(4)** hour period worked, together with a lunch break of one-half (1/2) uninterrupted hour during which to consume the same. Failure to receive the same shall entitle each member to the benefit of the provisions of Article VI, Clause 6.03.

7.04 Credits for overtime, call out, court attendance, legal proceedings, and work on Statutory Holidays shall be paid at the scheduled rate up to the preceding payday, on the following pay period.

Article VIII - Extra Duty

- 8.01 Subject to the approval of the Chief of Police, members of the Police Service may volunteer for extra duty while normally off duty provided the member holds a rank of 3rd Class Constable or higher and is not assigned to light duty at the time of volunteering, or on Workers' Compensation, and has not been on sick leave immediately prior to the opportunity to work extra duty.

Article IX - Clothing Allowance

- 9.01 The Board shall, during the **first** pay period of the year, or as soon **as** practicable, grant to each full-time plainclothes member **an** annual clothing allowance of eight hundred dollars (\$800.00), provided the full-time plainclothes member **has been** assigned to **perform** plainclothes work for a period of **six (6)** months in the current year. Full-time plainclothes **members** who do not meet the conditions of **this** Article shall be considered, for the purposes of this Agreement, to be part-time plainclothes members **and** subject to the provisions of Article IX, Clause 9.02. For the purposes of this Clause, members assigned to plainclothes' work as a result of the Officer Development Program will be entitled to the full-time plainclothes allowance.
- 9.02 The Board will allow to members who are part-time plainclothes members, the sum of three dollars and **fifty** cents (\$3.50) per day (for the period of time they are on such plainclothes duty) which sum is to be paid once yearly in the month of December or upon termination.
- 9.03 (a) The Board shall supply the following clothing and equipment to those members not covered by Article IX, Clause 9.01, 9.02, and 9.05. The said clothing will be distributed prior to the appropriate season, when possible.

Article IX - Clothing Allowance cont'd

Any member who through negligence loses or causes damage to an article of clothing or personal equipment supplied to the member by the Board as per the collective agreement, and which subsequently requires replacement, shall pay to the Board all the associated replacement costs.

To Be Supplied Yearly ~~Until~~ Reaching 1st Class Constable Status Or For Four Years Service

~~Six~~ (6) long or short sleeve perma-press shirts
Two (2) pair trousers
Two (2) ties
One (1) pair boots (black)
One (1) winter sweater
One (1) pair gloves, or
One (1) pair **mitts**

To Be Supplied To 1st Class Constables Or After Four Years Services

~~Three~~ (3) long or short sleeve perma-press shirts
Two (2) pair trousers
One (1) pair gloves, or
One (1) pair **mitts**

To Be Supplied Every Other Year

One (1) winter sweater }
One (1) pair boots with a resole including heels
either neoprene or rubber, anytime during the
two year period **that** the Officer requests it
One (1) pair overshoes
One (1) pair winter boots (black)

To Be Supplied As Required

One (1) tunic
One (1) winter hat
One (1) summer cap
One (1) fall and spring coat
One (1) winter coat
One (1) raincoat
One (1) baton
One (1) Sam brown belt with pouch(es)
One (1) suitable rain cap cover
Two (2) ties

Article IX - Clothing Allowance cont'd

- (b) When a member believes that **an** article of clothing as per 9.03 (a) is in need of replacement, the member shall have his supervisor view the article of clothing in question. The supervisor will determine the need, and if satisfied that replacement is required, issue a voucher to the member prior to directing the member to the storeskeeper. The member shall provide the storeskeeper with the voucher.
- 9.04 Female uniformed members shall be supplied with one pair of women's shoes, one pair of women's overshoes, and one pair of women's suitable winter boots, in lieu of one pair of boots and one **pair** of overshoes.
- 9.05 Each new uniformed member of the Police Service shall be paid the sum of three dollars and **fifty** cents (\$3.50) per day as a clothing allowance after four **(4)** weeks if the member has not received a uniform by this time. Said sum is to be paid once yearly in the month of December, or upon termination.
- 9.06 The Board will pay for the dry-cleaning and/or repairs of any uniform or clothing of any uniformed or plainclothes members of the Police Service soiled or damaged in the course of duty. Police personnel will be issued one (I) book of sixteen (16) vouchers annually to cover the dry cleaning of one (1) three (3) piece uniform and four **(4)** vouchers annually to cover the dry cleaning of one (1) three (3) piece suit. Plainclothes members will be issued one book of twenty (20) vouchers annually to cover dry cleaning of one (1) three piece suit.

Article X - Medical, Hospital, Group Insurance and Dental

- 10.01 (a) The Board agrees to contribute one hundred percent (100%) of the billed premiums covering the benefits under the Ontario Health Insurance Plan. semi-private ward accommodation, supplemented by Blue Cross Extended Health Care Benefits or equivalent on the basis of \$10-\$20 deductible.
- (b) The Board agrees to provide Blue Cross Dental Plan No. 9, or equivalent based on current year's O.D.A. schedule, for all members when they are eligible to enroll under the regulations of the plan. Further, any Blue Cross Dental Ryder granted to any City employee shall automatically be provided to eligible members by the Board at a cost to the member which does not exceed that for the City employee.
- (c) In addition, in lieu of the Unemployment Insurance Premium Rebate for sick leave plan provisions, the Board will pay one hundred percent (100%) of the billed premiums for, or cover the cost of eyeglasses (including frames and/or lenses, repairs, contact lenses) up to a total amount of one hundred and twenty dollars (\$120.00) per person (member, spouse and dependent children) in any period of twenty-four (24) consecutive months when provided on the written prescription of a medical doctor or optometrist but not the cost of the eye examination, for all members on the payroll who are eligible to enroll under the regulations of the aforesaid plan. Sunglasses or eyeglasses for cosmetic purposes are not included.
- (d) The Board agrees to pay the costs of OHIP, Semi-Private, and Extended Health Care benefits, all Blue Cross Dental Plans listed in this Agreement plus Vision Care upon a member receiving a pension in accordance with Article XVIII, Clause 18.01. No retiree benefits will be paid where similar

Article X - Medical, Hospital, Group Insurance and Dental cont'd

benefits are provided by a subsequent employer or when drugs and O.H.I.P. are provided under Provincial legislation.

- (e) In addition, the Board further agrees to provide health and welfare benefits to the spouse and family of a member of the Thunder Bay Police Association killed on duty or later dies as a result of injuries sustained while on duty.

10.02 The Board agrees to contribute to one hundred percent (100%) of the billed premiums for basic Group Life Insurance coverage in the amount of two (2X) times annual salary adjusted to the next multiple of one thousand dollars (\$1,000), if not already a multiple thereof, and for four (4) times annual salary for Accidental Loss of Life, with pro rata coverage for Dismemberment or Loss of Use, due to injury, for each full-time member of the Police Association eligible to join under the regulations of the Plans.

The insurance coverage for those eligible members of the Association who retire as per the OMERS Type III pension plan, whose "normal" retirement age is sixty (60) years, and who are sixty (60) years of age or older will be two thousand dollars (\$2,000.00). On the individual's sixty-fifth (65th) birthday the amount of insurance coverage will be reduced to one thousand dollars (\$1,000.00).

The insurance coverage for those eligible members of the Association who retire as per the OMERS Type III pension plan, whose "normal" retirement age is sixty (60) years, and who have not yet reached the age of sixty (60), will be two thousand dollars (\$2,000.00). On the individual's sixty-fifth

Article X - Medical, Hospital, Group Insurance and Dental cont'd

(65th) birthday, the amount of insurance coverage will be reduced to one thousand dollars (\$1,000.00).

The insurance coverage for those eligible members of the Association who retire **as** per the OMERS Type I pension plan, whose normal retirement age is sixty-five (65) years, will be two thousand dollars (\$2,000.00) from the point of retirement. On the individual's seventieth (70th) birthday the amount of insurance coverage will be reduced to one thousand dollars (\$1,000.00).

- 10.03 It is agreed that each member of the bargaining unit on his retirement, or his lawfully designated beneficiary or estate, **as** the case may be, on his death, shall be entitled to the benefits set forth under the Pension Plans of the former Cities of Port Arthur and Fort William, namely, the Canadian Government Annuities, the Trust Plans, and the present Ontario Municipal Employees' Retirement System Plan.

Article XI - Sick Leave Plan, Compassionate and Maternity Leave

- 11.01 (a) The Board agrees to provide an insured sick leave plan for those members joining the force on or after January 1, 1980, and those older members who may wish to voluntarily join, which will provide 66 2/3% of gross straight time pay from the first day of accident or hospitalization and the third day of illness for up to fifteen (15) weeks, and for long term disability pay thereafter in the amount of 65% of a member's normal gross straight time pay, inclusive of any Workers' Compensation pay and Canada Pension Plan disability benefit (exclusive of dependent benefits) until the sooner of recovery or until the member is entitled to retire.

Article XI - Sick Leave Plan, Compassionate and Maternity Leave cont'd

11.12 A bereavement leave up to three (3) days with pay will be allowed on any occasion in the event of the death of a member's wife/husband, child, father, mother, sister, brother, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparents or grandchildren for the purpose of arranging and attending the funeral of the deceased, provided he notified a Senior Officer or Shift Supervisor. Upon application, the Chief of Police may at his discretion grant an additional period of up to two (2) days' leave with pay.

The provisions of this article shall apply to common law relationships as defined in the Family Law Act, but does not apply where a member is already off duty on regular weekly leave or on annual leave or on statutory holidays.

11.13 Members of the Police Service requiring time off to attend the funeral of a close friend or a relative not covered in Article XI, Clause 11.12 shall be allowed sufficient time off, such time off not to exceed one-half ($\frac{1}{2}$) day, except in special situations at the discretion of the Chief of Police.

11.14 **Any** Full Time member who is pregnant and who has been employed full time for at least ~~thirteen~~ (13) weeks immediately preceding the expected date of birth shall be entitled, upon her Written application, to a leave of seventeen (17) weeks from her employment or such shorter leave of absence as the member may request. This period of leave will commence no earlier than seventeen (17) weeks immediately preceding the estimated day of her delivery.

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Article XI - Sick Leave Plan, Maternity and Pregnancy Leave cont'd

11.14 (a) During this leave, the Board shall provide a Supplementary Employment Insurance Benefit (S. E. B.) to all regular full time members as follows:

1. during the first two (2) weeks of the E.I. waiting period, a benefit equivalent to seventy-five percent (75%) of her regular weekly earnings;

and

2. for the following fifteen (15) weeks, or shorter period if the member returns to work, a rate equivalent to the difference between seventy-five percent (75%) of her regular earnings and the sum of her weekly employment insurance pregnancy benefits.

The combined payments received from the plan and from the weekly employment insurance benefits will not exceed seventy-five percent (75%) of the member's regular weekly earnings. Regular weekly earnings shall be equivalent to the regular hourly rate times the regular weekly hours of work for the rank achieved by the member at the time of the pregnancy leave. Regular weekly earnings **will** not include earnings from over time or acting pay.

11.14 (b) The member must provide proof of application for and receipt of employment insurance pregnancy benefits in order to receive payment under the S.E.B. Plan. Such payment shall commence following receipt by the Board of the member's employment insurance pregnancy benefits. The Board may waive this proof at their discretion.

11.14 (c) The member shall provide the Board with at least three (3) weeks written notice prior to the date upon which she intends to commence her pregnancy leave.

Article XI - Sick Leave Plan. Compassionate and Pregnancy Leave cont'd

- 11.14 (d) The member may shorten or extend the duration of the leave of absence upon providing the Board with at least three (3) weeks written notice of her intention to do so, together with authorization from a medical practitioner. The Board, at their discretion, may accept the written request with less than three (3) weeks notice.
- 11.14 (e) While on pregnancy leave, the member shall continue to accumulate seniority and credit for service for the purpose of salary and all other increments. The Board shall continue to provide the member with all benefits specified in the Agreement.

Article XII - Training Expense Allowance

- 12.01 The Board will grant an out-of-pocket expense allowance of \$50.00 per week, to all members attending courses at the Ontario Police College at Aylmer, or any other place outside of the District of Thunder Bay, with the provision that the travel allowance paid to the member by the Ontario Police College shall be paid over to the Board. Members attending Probationary Constable Courses Parts "A" and "B" will receive an out-of-pocket expense allowance of \$35.00 per week. The Board, in addition to the foregoing, agrees to pay for the economy return fare from the place of police schooling anywhere in Ontario to Thunder Bay return, after the completion of six weeks of police training. In the event that the Ontario Police College or other police training facility charges for meals, the Board shall provide the member with a meal allowance to cover the cost of same.

Article XII - Training Expense Allowance cont'd

- 12.02 It is agreed that the Board will adopt a policy similar to that presently in existence with the City of Thunder Bay, relative to the payment of training courses that relate to the individual's duties, and shall be subject to the approval of the Board.

Article XIII - Time Off for Association Business

- 13.01 The President and Secretary of the Thunder Bay Police Association shall be allowed time off ~~from~~ duty if required, to attend the regular monthly, or special meetings of the Association. Members of the Bargaining Committee shall be allowed time off ~~as~~ required to meet with the Board.
- 13.02 Four **(4)** delegates of the Thunder Bay Police Association shall be allowed sufficient time, to a ~~maximum~~ of six **(6)** ~~working~~ days with pay, to attend the ~~Annual~~ Convention of the Police Association of Ontario. The Association shall not expect time off for more than one delegate from the same platoon, branch, or civilian staff, to attend the said Convention. It is understood that **pay** for the above leave will not include any time during which they would ~~have~~ normally been off duty.
- 13.03 ~~Three~~ **(3)** delegates of the Thunder Bay Police Association shall be allowed three (3) days leave with pay to attend the quarterly meetings of the Police Association of Ontario. It is understood that pay for the above will not include any time during which the ~~member~~ would have normally been off duty.
- 13.04 Two (2) delegates of the Thunder Bay Police Association shall be allowed three (3) days leave with pay to attend the bi-annual Civilian meetings of the Police Association of Ontario.

Article XIV - Service Protection

14.01 That where during the term of the current Agreement any change occurs in the law:

- (a) That would, in effect, alter the jurisdiction of the Board or substitute, in effect, a new Board or entity to govern the Police Service of Thunder Bay;
- (b) That would result in the Police Service of Thunder Bay becoming, in effect, a part of any other police service.

The benefits to be provided to each member in respect of past service and in respect of future service, are to the fullest extent that the Board or the Corporation of the City of Thunder Bay can allow under the applicable laws, to be not less than the benefits provided under the current Agreement and if the service of any member terminates or is terminated, in effect, that member is to receive without loss, all such Pension, Cumulative **Sick** Leave, Vacation and other benefits as if his service had continued with the Corporation of the City of Thunder Bay to his date of termination of service.

- (c) That where a dispute arises under Item 14.01 (a) and Item 14.01 (b), and a satisfactory settlement cannot be reached the matter in dispute may be submitted by the Board or the Association to Arbitration.

14.02 The Board shall pay any damages or costs awarded against a member in any civil or criminal proceedings brought against such member, and which civil or criminal proceedings arose as a result of such member being an employee of the Board, while in the execution of his duty, and shall pay any costs incurred and not recovered by such member in any such proceeding, and any such sum required in connection with the settlement of any claim that has or might have given rise to such proceedings.

14.03 Lay-off and recalls from lay-offs shall be based on seniority.

Article XIV - Service Protection cont'd

14.04 A member will be deemed to have resigned if, after lay-off he fails to acknowledge his availability to report to work within five (5) days after notice of recall is issued or, if he fails to report for work within ten (10) days after the notice is issued.

Article XV - Grievance Procedure

15.01 Step 1

When a ~~member~~ of the bargaining unit has a grievance concerning an alleged violation of the terms of this Agreement he shall communicate his grievance in Writing, to the official representative of the Thunder Bay Police Association who shall investigate the grievance. If the Association feels this grievance is justified it shall submit the grievance to the next step of this procedure within the time limits specified in that step.

step 2

The Association will convey to the ~~rank~~ above the griever's immediate supervisor, in writing, the particulars of the alleged grievance within fifteen (15) calendar days of the happening of the incident giving rise to the grievance. The supervisor who received the grievance and such other person as he deems necessary, shall meet with the griever and a representative of the Association to discuss the grievance within ten (10) calendar days of the filing of the grievance at this step. If the griever and the Association are not satisfied with the response at this step the grievance may be filed at the next step of this procedure.

Step 3

Within ten (10) calendar days of the receipt of the response under Step 2 the grievance may be filed with the Chief of Police, or his designee. At the

Article XV - Grievance Procedure cont'd

discretion of either party a meeting may be held at this stage to discuss the grievance. The Chief of Police will communicate (in writing) his decision to the Association within ten (10) calendar days of his receipt of the grievance. If the grievor and the Association are not satisfied with the response at this step they may file the grievance at the next step.

step 4

Within ten (10) calendar days of the receipt of the response under Step 3 the grievance may be filed with the Board of Commissioners of Police who shall investigate the grievance, and cause an **inquiry** to be held between the persons involved in the dispute. Within **fifteen (15)** calendar days of receipt of the grievance the Board shall communicate their response (in writing) to the Association. If the grievor and the Association are not satisfied with the response at this step the grievance may be submitted to Arbitration as provided by the Police Act. The time limits specified in this Article are mandatory unless extended by agreement (in writing) of the parties hereto. **Any** grievance not processed within the time limits specified shall be considered settled on the basis of the last reply to the grievance.

15.02

Policy Grievance

A policy grievance, shall be defined as a grievance concerning an alleged violation of the Collective Agreement which directly affects more than one (1) member of the bargaining unit and which could not be filed on behalf of an individual member. Such grievances will commence at Step 3 of the above procedure within fifteen (15) calendar days of the happening of the incident giving rise to the grievance.

Article XV - Grievance Procedure cont'd

15.03 Arbitration

No grievance may be submitted to Arbitration unless the grievance procedure specified in this Agreement has been fully complied with.

The Board of Arbitration shall consist of three (3) members, one to be appointed by each party and the third, which shall be the Chairman, to be appointed by the other two appointees.

If either party cannot make an appointment within thirty (30) calendar days of the completion of the grievance procedure the Attorney General of the Province of Ontario may make such appointment upon the request of the other party. If no agreement is reached on the third member of the Board of Arbitration within five (5) days of the appointment of the last of the other two members the Attorney General may appoint the third member upon the request of either party. The parties shall pay the costs of their respective appointees to the Board of Arbitration and will share equally the costs of the Chairman of the Board of Arbitration.

The Arbitration Board shall not alter, add to, subtract from, or amend any part of this Agreement but it may impose any settlement it feels is just and equitable.

Article XVI - Workers' Compensation Board

16.01 Where a member of the Police Service is injured in any place in the execution of police duty, whether at the time of such injury, such member was or was not on duty, or on paid duty, such injury shall be reported to the Workers' Compensation Board, and the Board shall pay compensation in accordance with the decision of the said Workers' Compensation Board.

Article XVI - Workers' Compensation Board cont'd

16.02 In the case of a member of the Police Service who is awarded Workers' Compensation, the Board shall pay the member the member's normal after-tax net pay, which shall be considered to be an advance of compensation benefits, until the member returns to work or retires, in which case the provisions of Article XVIII, Clause 18.01 will apply.

Article XVII - Shift Differentials

17.01 All members shall be entitled to the following:

- a) Members who work a two **(2)** shift Schedule shall be paid an annual shift premium of one hundred and **sixty** dollars (\$160.00).
- b) Members who work a modified two **(2)** shift Schedule between the hours of 10:00 a.m. and 6:00 p.m. and 8:00 p.m. and 4:00 a.m. shall receive ~~an~~ annual shift premium of two hundred dollars (\$200.00).
- c) Members who work a three **(3)** shift Schedule shall be paid an annual shift premium of two hundred and **fifty** dollars (\$250.00).

The number of months worked in each of the above categories will be used to determine the amount of shift premium to be paid to the members.

~~Shift~~ premium shall not apply to members on a permanent or semi-permanent day shift and whose shift may commence before 8:00 a.m. or extend beyond 4:00 p.m. ~~Shift~~ differential will not be paid when the overtime rates are in effect.

17.02 Payment will be made in the first pay period in December of each year.

Article XVIII - Supplementary Pension Benefits

18.01 Every full-time member, on completion of his/her probationary period, shall join the Ontario Municipal Employees Retirement System.

All others who meet the eligibility criteria **as** outlined in the Pension Benefits Act (PBA) will be given the option to join.

The Board agrees to provide and subsidize if necessary the following pension supplements:

1. A supplementary pension payable in full at **sixty** (60) years of age, to provide that the total pension payable from the Ontario Municipal Employees Retirement System and **any** former pension **plans** is **qual** to 2% of the highest average 60 consecutive months' earnings multiplied by his years of credited service at retirement - to a **maximum** of **thirty-five** (35) years of service.
2. An early retirement benefit to **permit** early retirement without actuarial reduction in benefits within ten (10) years prior to a member's normal retirement date when:
 - a) The member has a medical condition which does not respond to appropriate medical treatment and is disabling for the employment positions available and voluntarily applies for pension on this basis.
 - b) The Board orders the disabled member who meets the conditions of Article 18.01 Section 2, subsection (a) but refuses to elect to apply for disability pension, to submit to medical examinations by two qualified medical practitioners, one selected by the Board, the other by the member. When so ordered the member must submit to the medical examinations and ensure that the results are forwarded forthwith to the Board who will, based on the findings, place the member on retirement if applicable; or,
 - c) The member has completed thirty (30) years of service with the Board.

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Article XVIII - Supplementary Pension Benefits cont'd

3. All past service costs will be paid by the Board and future service costs will be split equally between the member and the Board.
4. Pensions shall commence on the first day of the month following the month in which the member retires.

Article XIX - Term of Agreement



19.01 This Agreement shall remain in full force and effect for two (2) years from January 1st, 1996 to December 31st, 1997, and from year to year thereafter, unless either party gives notice in writing not more than 90 days and not less than 30 days previous to the expiration of the said Agreement of its desire to alter, or terminate the same. Provided however, that any benefits payable under this Agreement shall be payable only to members in the bargaining unit who are in the employ of the Board on the date of execution of the Agreement by the Board, unless a member has retired or had died while in the employ of the Board during the term of this Agreement, in which cases, the said benefits shall apply. Any notice requiring alteration of the Agreement shall set out the alteration requested within fifteen (15) days following the written service of notice.

SCHEDULE "A"

To the Agreement between the Thunder Bay Police Services Board for the City of Thunder Bay and the Thunder Bay Police Association. Effective JANUARY 1 - MARCH 31, 1996

Staff Sergeant (125% of 1st Class)	Annual	\$ 62,398.70
	Monthly	5,199.89
	Bi-Wkly	2,399.95
	Hourly	29.9994
Sergeant (112.5% of 1st Class)	Annual	\$ 56,158.70
	Monthly	4,679.89
	Bi-Wkly	2,159.95
	Hourly	26.9994
Senior Constable (101.5% of 1st Class)	Annual	\$ 50,667.76
	Monthly	4,222.31
	Bi-Wkly	1,948.76
	Hourly	24.3595
1st Class Constable (4th year & Thereafter)	Annual	\$ 49,918.96
	Monthly	4,159.91
	Bi-Wkly	1,919.96
	Hourly	23.9995
2nd Class Constable (3rd year - 89% of 1st Class)	Annual	\$ 44,428.02
	Monthly	3,702.34
	Bi-Wkly	1,708.77
	Hourly	21.3596
3rd Class Constable (2nd year - 78% of 1st Class)	Annual	\$ 38,936.82
	Monthly	3,244.74
	Bi-Wkly	1,497.57
	Hourly	18.7196
4th Class Constable (2nd 6 months - 67% of 1st Class)	Annual	\$ 33,445.88
	Monthly	2,787.16
	Bi-Wkly	1,286.38
	Hourly	16.0797
4th Class Constable (1st 6 months - 60% of 1st Class)	Annual	\$ 29,951.48
	Monthly	2,495.96
	Bi-Wkly	1,151.98
	Hourly	14.3997

SCHEDULE "A" cont'd
APRIL 1, 1996

Staff Sergeant (125% of 1st Class)	Annual	\$ 63,646.67
	Monthly	5,303.89
	Bi-Wkly	2,447.95
	Hourly	30.5994
Sergeant (112.5% of 1st Class)	Annual	\$ 57,281.87
	Monthly	4,671.49
	Bi-Wkly	2,203.15
	Hourly	27.5394
Senior Constable (101.5% of 1st Class)	Annual	\$ 51,681.12
	Monthly	4,306.76
	Bi-Wkly	1,987.74
	Hourly	24.8467
1st Class Constable (4th year & Thereafter)	Annual	\$ 50,917.34
	Monthly	4,243.11
	Bi-Wkly	1,958.36
	Hourly	24.4795
2nd Class Constable (3rd year - 89% of 1st Class)	Annual	\$ 45,316.58
	Monthly	3,776.39
	Bi-Wkly	1,742.95
	Hourly	21.7868
3rd Class Constable (2nd year - 78% of 1st Class)	Annual	\$ 39,715.56
	Monthly	3,309.63
	Bi-Wkly	1,527.52
	Hourly	19.0940
4th Class Constable (2nd 6 months - 67% of 1st Class)	Annual	\$ 34,114.80
	Monthly	2,842.90
	Bi-Wkly	1,312.11
	Hourly	16.4013
4th Class Constable (1st 6 months - 60% of 1st Class)	Annual	\$ 30,550.51
	Monthly	2,545.88
	Bi-Wkly	1,175.02
	Hourly	14.6877

SCHEDULE "A" cont'd
JANUARY 1, 1997

Staff Sergeant (125% of 1st Class)	Annual	\$ 64,919.61
	Monthly	5,409.97
	Bi-Wkly	2,496.91
	Hourly	31.2114
Sergeant (112.5% of 1st Class)	Annual	\$ 58,427.51
	Monthly	4,764.92
	Bi-Wkly	2,247.21
	Hourly	28.0902
Senior Constable (101.5% of 1st Class)	Annual	\$ 52,714.74
	Monthly	4,392.89
	Bi-Wkly	2,027.49
	Hourly	25.3436
1st Class Constable (4th year & Thereafter)	Annual	\$ 51,935.69
	Monthly	4,327.97
	Bi-Wkly	1,997.53
	Hourly	24.9691
2nd Class Constable (3rd year - 89% of 1st Class)	Annual	\$ 46,222.91
	Monthly	3,851.91
	Bi-Wkly	1,777.80
	Hourly	22.2225
3rd Class Constable (2nd year - 78% of 1st Class)	Annual	\$ 40,509.87
	Monthly	3,375.83
	Bi-Wkly	1,558.07
	Hourly	19.4759
4th Class Constable (2nd 6 months - 67% of 1st Class)	Annual	\$ 34,797.09
	Monthly	2,899.76
	Bi-Wkly	1,338.35
	Hourly	16.7293
4th Class Constable (1st 6 months - 60% of 1st Class)	Annual	\$ 31,161.52
	Monthly	2,596.80
	Bi-Wkly	1,198.52
	Hourly	14.9814

SCHEDULE "B"

SERVICE PAY

To the Agreement between the Police Services Board for the City of Thunder Bay and the Thunder Bay Police Association.

Service pay shall be granted on the following basis:

\$ 85.00 per year after 5 years' service.
170.00 per year after 10 years' service.
255.00 per year after 15 years' service.
340.00 per year after 20 years' service.
425.00 per year after 25 years' service.
510.00 per year after 30 years' service.

Service pay is to be paid on or before the 15th day of December of each year, and calculated as follows:

Any member who **has** completed the specified number of years of service up to and including the 31st day of December shall be entitled to the full amount of service pay in accordance with the number of years and amounts indicated above.

Any member who leaves the service, during the year, or the estate of any member who dies during the year, shall be entitled to the payment of service pay pro-rated on the basis of the amount of service completed at the date of separation.

The following list identifies the retired Police Officers who have been enrolled in the Corporation's Group Life Insurance Coverage:

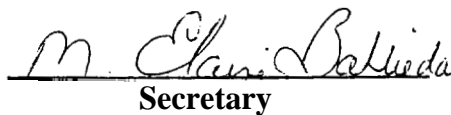
ALLEN, DENNIS W.
ARMSTRONG, ROBERT VICTOR
BELBAS, MICHAEL JOSEPH
CARTER, THOMAS FREDERICK
COFFEY, ROBERT JOHN
DACIW, NICHOLAS
DELVECCHIO, DONNA
DUPUIS, JACKSON FRANKLIN
DUSTIN, WILLIAM ROBERT
JOHNSTONE, BRUCE A.
JOWITT, RONALD
MAGDEE, ZIGMUND
MAYDO, WILLIAM
MAYER, ALBERT WILLIAM
MCKEOWN, JOHN EDWARD
MONKHOUSE, GEORGE
SUNDELL, BRIAN A
WARK, LARRY DEAN

IN WITNESS WHEREOF this Agreement has been executed by the Parties hereto under the hands of their proper officers, respectively this 01 day of MAY A.D., 1998 .

**THUNDER BAY
POLICE SERVICES BOARD**

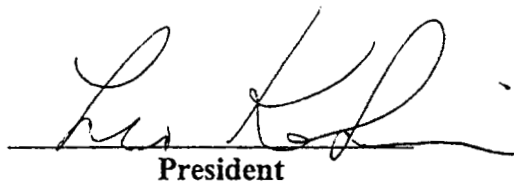
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Chairperson

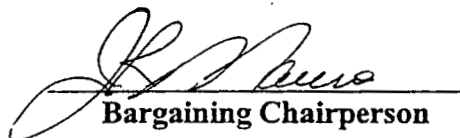
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Secretary

**THUNDER BAY
POLICE ASSOCIATION**

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

President

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

Bargaining Chairperson

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

Bargaining Co-Chairperson