

SOURCE	City		
EFF.	94	01	01
TERM.	94	12	31
No. OF EMPLOYEES	300		
NOMBRE D'EMPLOYÉS	JFC		

# AGREEMENT

BETWEEN

**THE THUNDER BAY POLICE SERVICES BOARD**

**FOR**

**THE CORPORATION OF THE CITY OF THUNDER BAY**

**AND**

**THE THUNDER BAY POLICE ASSOCIATION**

7/9007

FROM: JANUARY 1, 1994

TO: DECEMBER 31, 1994

## INDEX

	<u>Article No.</u>	<u>Page No.</u>
Bargaining	II	2
Benefits	X	19
Dental Plan		20
Extended Health Care		20
Group Life Insurance		21
Wealth & Welfare Benefits - Spouse & Family		21
OHIP		20
Retiree Benefits		21
Semi-Private		21
Vision Care		20
Bereavement Leave		28
Classification and Salary Schedule and Service Pay Schedule	III	4
Higher Classification Pay		4
Higher Classification Pay (Civilians)		50
Identification Officers		4
<b>Senior</b> Constable		5
Clothing Allowance	IX	15
Court Attendance	V	9
Court Attendance During Annual Vacation		10
Court Attendance Outside City		11
Court Notification Conflict		10
Notice to Attend Court		10
Payment - Off <b>Duty</b> Hours		9
Payment - 2400 - 0800 Shift Only		9

## INDEX

	<u>Article No.</u>	<u>Page No.</u>
<b>Emergency</b>	VII	14
<b>Meal Allowance</b>		15
<b>Overtime</b>		14
<b>Extra Duty</b>	VIII	15
<b>Funeral Leave</b>	XI	28
<b>Grievance Procedure</b>	XV	32
<b>Arbitration</b>		35
<b>Policy Grievance</b>		34
<b>Hours of Work</b>	VI	11
<b>Failure to Receive Lunch Period</b>		12
<b>Lunch Period</b>		12
<b>Medical, Hospital, Group Insurance     and Dental</b>	X	19
<b>Schedule "A"</b>		41
<b>Schedule "B"</b>		43
<b>Schedule "C"</b>		44
<b>Schedule "D"</b>		77
<b>Scope</b>	I	1
<b>Service Pay</b>		43
<b>Service Protection</b>	XIV	31
<b>Civil or Criminal Proceedings</b>		32
<b>Lay-offs &amp; Recalls</b>		32

## INDEX

	<u>Article No.</u>	<u>Page No.</u>
Shift Differentials	XVII	36
Sick Leave Plan, Compassionate Leave	XI	23
Absence from Duty - Medical Certificate		28
Bereavement Leave		24
Doctors' Fee - Insurance Forms		28
Funeral Leave		27
Leave of Absence		23
LTD		23
Non-cumulative Casual Sick Days		29
Pregnancy & Parental Leave		24
Sick Leave Credits		27
Sick Leave Payout		23
STD		27
Workers' Compensation		6
Statutory Holidays	IV	37
Supplementary Pension Benefits	XVIII	39
Term of Agreement	XIX	30
Time <del>off</del> for Association Business	XIII	30
Annual Convention		30
President and Secretary		30
Quarter Meetings of the Police Association of Ontario		30
Training Expense Allowance	XII	29

## INDEX

	<u>Article No.</u>	<u>Page No.</u>
<b>Vacation and Statutory Holidays</b>	IV	6
<b>Pay for Work on a Holiday</b>		
<b>(Excluding Christmas &amp; New Year's Day</b>		7
<b>Pay for Working on Christmas Day</b>		
<b>and/or New Year's Day</b>		7
<b>Vacation Year</b>		7
<b>Workers' Compensation Board</b>	XVI	36

AGREEMENT made this day of , A.D., 199 pursuant to the Police Act, R.S.O., 1980, Chapter 351 and amendments thereto:

BETWEEN:

**THE, THUNDER BAY POLICE SERVICES BOARD FOR THE CITY OF THUNDER BAY**

Hereinafter called the "Board"  
OF THE **FIRST PART**

- and -

**THE THUNDER BAY POLICE ASSOCIATION**

Hereinafter called the "Association"  
OF THE **SECOND PART**

**Article I - Scone**

- I.01 The Board hereby recognizes the Association as the sole and exclusive bargaining agent for all members of the Police Force of the City of Thunder Bay, including civilian members which shall include the working conditions and salaries for civilian members as set out in Schedule "C" attached hereto and made a part of this Agreement, save and except the Chief of Police, Deputy Chief of Police, and Secretary to the Chief of Police.
- 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.

**Article I - Scope** Cont'd

- 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.
- 1.04 A person who is not a paid member of the Police Force shall not be permitted to do any work **that** is normally done by members of the Association, provided however, that members of the Police Force 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 Force 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.

**Article II - Bargaining** Cont'd

- 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 Force by any of its members or representatives.
- 2.03 All members of 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 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" and "D" 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.



**Article III - Classification and Salary Schedule and Service Pay Schedule**

Cont'd

- 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.
- (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**  
Effective January 1, 1992, there will be a Senior Constable classification which will be paid at 1.5% above the First Class

### Article III - Classification and Salary Schedule and Service Pay Schedule

Cont'd

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.

**Article IV - Vacation and Statutory Holidays** Cont'd

- 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 Year's 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 paid an additional

**Article IV - Vacation and Statutory Holidays** Cont'd

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:

<b>New</b> Year's Day	Civic Holiday
<b>Good</b> Friday	Labour <b>Day</b>
<b>Easter</b> Sunday	Thanksgiving <b>Day</b>
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

Article IV - Vacation and Statutory Holidays Cont'd

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 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

**article IV - Vacation and Statutory Holidays** Cont'd

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 attends any legal proceedings during his off duty hours, not immediately following the end of his shift, arising **as** a result of his duties, whether on or off duty, **as a** member of the Thunder Bay Police Force, shall be allowed a payment of double time with a minimum of two **(2)** hours (four **(4)** hours pay) for each attendance, before or after the noon recess. 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-

**Article V - Court Attendance** Cont'd

half (1%) 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)**.
- (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.

**Article V - Court Attendance** Cont'd

- 5.02 Forty-eight **(48)** hours notice shall be given prior to each members' required attendance in Court where practicable.
- 5.03 Subject to 5.01 for each member required to remain at any legal proceeding in excess of two **(2)** hours, following a normal tour of duty, such time in excess of two **(2)** hours shall be paid at double time.
- 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.



**Article VI - Hours of Work** Cont'd

- 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 ( $\frac{1}{2}$ ) 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 Effective on the date of **the** receipt of this award by the Commission all vehicles of the Thunder Bay Police Force shall be manned by two (2) police officers on the following basis and **with** the following exceptions:

**Article VI - Hours of Work** Cont'd

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.
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.
  - a. 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 Force, who are not on **duty** at the time of the emergency, the **Chief of Police** **or** other persons in charge of the Police Force, 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 (a) 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** following the completion of his shift, he will be paid at the rate of one and one-half (1½) times his regular salary **for** the **first** four **(4)** hours of such overtime, **and** two (2) times **his** regular salary for all overtime after four (4) hours provided that when otherwise called out for duty, **he** shall be paid at the rate for two **(2)** times his regular salary with a minimum of two **(2)** hours (four **(4)** hours pay) for each call-out.
- (b) **A member** shall be paid at a rate of two **(2)** times his regular salary for each hour or part thereof for performance of police duties during off duty time, **with** a minimum of one (1) **hour** (two **(2)** hours pay) for each **duty** so performed.

**article VII - Emergency** Cont'd

- 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 ( $\frac{1}{2}$ ) un-interrupted 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 Force 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),

**Article IX - Clothing Allowance Cont'd**

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 **men**, 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.

**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

**article IX - Clothing Allowance** Cont'd

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)

Article IX - Clothing Allowance Cont'dTo 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

9.03 (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 Force 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

**Article IX - Clothing Allowance** Cont'd

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 Force soiled or damaged in the course of duty. Police personnel will be issued one (1) 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



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

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

**article X - Medical, Hospital, Group Insurance and Dental** Cont'd

- (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 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

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

not yet reached the age of **sixty** (60), will be two thousand dollars (\$2,000.00). On the individual's (**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 (\$2,000.00) from the point of retirement. On the individual's (**70th**) birthday **the** amount of insurance coverage will be reduced to (\$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 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

**article XI - Sick Leave Plan, Compassionate Leave** Cont'd

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.

Those members governed by the above will, not accrue benefits under Clauses 11.02, 11.03, 11.04 and 11.05. The Board shall provide six (6) noncumulative casual **sick** days **for all** members to provide coverage for the 'days of illness where the insured plan does not pay benefits. Also, members having accumulated sick leave credits may use those credits for illness **as** they so desire where the insured plan does not provide coverage, or in lieu of the benefits paid by the insured plan.

- 11.01 (b) Where Weekly Indemnity payments have not yet been paid, the Employer **is** to continue wage payments for two (2) pay periods on the same basis as is presently in effect for one (1) pay period.
- 11.01 (c) The Board is to pay the doctors' fee for the completion of forms required by the Insurance Company.
- 11.02 On the first **day** of January, 1970, each member of the Police **Force** who **was** a member **of** the Fort William Police Force or the

**Article XI - Sick Leave Plan. Compassionate Leave** Cont'd

Port Arthur Police Force, shall be credited with the total number of sick leave credits in his account **at** the **31st day** of December, **1969**, in accordance with Article XI of the Agreement between the Board of Commissioners of Police of the City of Fort William, and the Fort William Police Association, and Article XVI, Clause 16.01 (Schedule "**B**") of the Agreement between the Board of Commissioners of Police for the City of **Port** Arthur, and the Port Arthur Police Association.

**11.03** Commencing on the first day of January, 1970, each, except **those** qualifying under 11.01 above, shall be granted sick leave credits of one **and** one-half (1½) days for each full month of service with **the** Department. At the commencement of each year, the unused portion of the previous year's sick leave credit shall be added to the member's total accumulated sick leave credits up to a maximum of **260 days** credit.

**11.04** The Chief of Police shall keep or cause to be kept, a ledger wherein an account shall be kept for each member entitled to sick leave credits. Entries shall be made in each such account **as** follows:

- (a) On opening such account, the total sick leave credits to which each member is entitled under the provisions of Article XI, Clause 11.02.

**Article XI - Sick Leave Plan, Compassionate Leave** Cont'd

(b) During January of each year, the unused portion of the previous year's sick leave credits under Article 11.03 shall be added to the member's account. As soon as convenient after the first day of January in each year, the Chief of Police or such other person who is in charge of the ledger of sick leave credit accounts, shall give or cause to be given, a statement of account to each member entitled to sick leave credits, which statement shall show the balance of the sick leave credits of such member at the commencement of the preceding year, the number of days absence charged to his account and the number of days credited thereto during such year, and the balance remaining at his credit at the end of such year. Any objection by any member to such statement must be filed in writing with the Chief of Police within thirty (30) calendar days after delivery of the statement in person or by mailing, otherwise the member shall be deemed to have confirmed the accuracy thereof. Each member shall have the right to examine his own sick leave credit account in each year during the month of January.

**11.05** Any amount of sick leave in excess of the number of days accrued in any year by a member entitled to sick leave credits shall be deducted from his previously accumulated sick leave credits. No deduction shall be made from the salary of any member of the

**'Article XI - Sick Leave Plan. Compassionate Leave Cont'd**

Police Force in respect of an absence, which may be charged against his sick leave credits **unless** and until the duration of such absence exceeds such credit and then only in respect of such excess.

- 11.06 A member unable to report for **duty due** to an illness or injury shall notify or cause to be notified **as** far in advance of the commencement of his shift as is practicable, **a** Senior Officer or the Supervising N.C.O., and if no call is received, it shall be a requirement of **the** supervising N.C.O. to inquire as to the welfare of the member.
- 11.07 **If absence** from **duty due** to illness or injury appears **excessive**, a member is required to submit to the Chief of Police on demand a letter from a medical doctor outlining the nature of the illness or injury, and the member's suitability to return to full duties.
- 11.08 Any member may at the discretion of the Chief of Police, take a leave of absence not to exceed five **(5)** days on any one occasion due to illness of the member's spouse or child provided, however, **that** where practical and within twenty-four **(24)** hours, application for such leave has first been made and permission received from **the** Chief of Police. Any such leave taken is to be charged against the member's sick leave credits.

**Article XI - Sick Leave Plan, Compassionate Leave' Cont'd**

11.09 Any member absent from ~~duty~~ due to injuries sustained while on duty and covered by the Workmen's Compensation Act, shall not have such absence deducted from his sick leave credits.

11.10 A member after five (5) or more years of continuous service with the Police Force shall receive on termination of his service with the Force (except in case of dismissal for cause, which **has** not been reversed under the grievance procedure), an amount equal to his salary for one-half the number of days standing to his credit for sick leave and in any event not in excess of the amount of one-half year's earnings at the rate received by him immediately prior to termination of his employment.

11.11 Dependents of a member who dies while in the employ of the Board shall be entitled to receive the sick leave credit gratuity to which the member would have been entitled if his employment had terminated immediately prior to his death. Dependents **shall** mean:

1. The widow of the deceased at the time **of** his death;
2. **If** no dependent widow, **then** children of the deceased who are dependent upon the deceased;
3. If there is neither dependent widow, nor dependent children, then, unused sick pay accumulation **of** the deceased member, shall be paid to the deceased member's estate, and shall only be released to **the** deceased member's executor or administrator of his estate.



**Article XI - Sick Leave Plan, Compassionate 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 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 Force 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 (½) day, except in special situations at the discretion of the Chief of Police.
- 11.14 All members shall be entitled to such Pregnancy and Parental Leave as set out under the Laws of the Province of Ontario.

**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

**Article XII - Training Expense Allowance Cont'd**

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**.

- 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 **may** be granted time off at the discretion of the Chief of Police.

**Article XIII - Time Off for Association Business** Cont'd

- 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 the. 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.

**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 Force of Thunder Bay;
  - (b) That would result in the Police Force of Thunder Bay becoming, in effect, a part of any other police force.

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

**Article XIV - Service Protection.** Cont'd

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-offs and recalls ~~from~~ lay-offs shall be based on seniority.

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 grievor'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 grievor 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 grievor 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 discretion **of** either party a meeting may be held

**Article XV - Grievance Procedure** Cont'd

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

**Article XV - Grievance Procedure** Cont'd

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.

**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.

**Article XV - Grievance Procedure** Cont'd

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 force 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.

16.02 In the case of a member of the Force 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



**Article XVII - Shift Differentials** Cont'd

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 (\$200.00).

- (c) Members who work a three (3) shift Schedule shall be paid **an annual shift** premium of two hundred and fifty (\$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.

**Article XVIII - Supplementary Pension Benefits** Cont'd

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

- (1) A supplementary pension payable in full at 60 years of age, to provide that the total pension payable from the Ontario Municipal Employees Retirement System and any former pension plans is equal to 2% of the 's highest average 60 consecutive months' earnings multiplied by his years of credited service at retirement - to a maximum of 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 **exam-**inations 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.

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 one (1) year from January 1st, 1994 to December 31st, 1994, 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.

IN WITNESS **WHEREOF** this Agreement has been executed by the Parties hereto under the hands of their proper officers, respectively this 17<sup>th</sup> day of November A.D., 1995.


**THE THUNDER BAY POLICE SERVICES BOARD  
FOR THE CORPORATION OF THE CITY OF THUNDER BAY**


  
\_\_\_\_\_  
**Chairman**

  
\_\_\_\_\_  
**Secretary**

**THUNDER BAY POLICE ASSOCIATION**

  
\_\_\_\_\_  
**President**

  
\_\_\_\_\_  
**Bargaining Chairperson**

  
\_\_\_\_\_  
**Bargaining Co-Chairperson**

SCHEDULE "A"JANUARY 1, 1994

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

JANUARY 1, 1994

Superintendent (150% of 1st Class)	Annual	\$ 74,878.44
	Monthly	6,239.87
	Bi-Wkly	2,879.94
	Hourly	35.9993
Inspector (137.5% of of 1st Class)	Annual	\$ 68,638.44
	Monthly	5,719.87
	Bi-Wkly	2,639.94
	Hourly	32.9993
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

 SCHEDULE "A" Cont'd
CLASSIFICATIONJANUARY 1, 1994

1st Class Constable (4th Year & Thereafter)	Annual	\$ 49,918.96
	Monthly	4,159.91
	Bi-Wkly	1,919.96
	Hourly	23.9995
<b>2nd Class</b> 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 ( <b>2nd</b> six months) (67% of 1st Class)	Annual	\$ 33,445.88
	Monthly	2,787.16
	Bi-Wkly	1,286.38
	Hourly	16.0797
(1st 6 months) (60% of 1st Class)	Annual	\$ 29,951.48
	Monthly	2,495.96
	Bi-Wkly	1,151.98
	Hourly	14.3997

## **SCHEDULE "B"**

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

### **SERVICE PAY**

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.

**SCHEDULE "C"**

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

It is hereby agreed that the following Articles as outlined below apply to all civilian members of the Thunder Bay Police Force.

**Article I - Scope**

- 1.01 The Board hereby recognizes the Association as the sole and exclusive bargaining agent for all civilian members of the Police Force of the City of Thunder Bay, including the working conditions and salaries for civilian members as set out in this Schedule and Schedule "D" attached hereto and made a part of this Agreement, save and except the Chief of Police, Deputy Chief of Police, and Secretary to the Chief of Police.
- 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



**Article I - Scope** , Cont'd

maintain membership in the Thunder Bay Police Association after thirty (30) **days** of employment.

1.04 Temporary Members

- a) Temporary "overload" and temporary "replacement" members will normally work the standard number of hours per week, i.e., 35, 40 or 48 hours.
- b) Temporary "overload" members may be utilized when additional **staff** is required during peak work periods, for a period of up to nine (9) months.
- c) Temporary "overload" **members** will be terminated **at** the end of the work assignment or after nine (9) months **of** service, whichever is sooner, without recourse to the layoff or grievance procedure.
- d) When it becomes clear that **a** temporary "overload" position will become permanent or in any event will exceed a period of **nine** (9) months, full-time members will be given the opportunity to apply in accordance with procedure before the position is offered as a full-time position to temporary members, part-time members, or outside applicants.

**article I - Scope** Cont'd

- e) The time limits specified in (b), (c) and (d) above may be extended by mutual agreement of the parties in specific situations.
- f) Full-time members will have first opportunity to apply for temporary "overload" positions when it is anticipated that such positions will be for a duration of three (3) months or longer. If such temporary "overload" positions are filled by a full-time member, seniority, benefits and service shall continue to accrue in the normal fashion **and the** applicable wage rate shall apply.
- g) Temporary "replacement" members may be used to cover full-time absences due to **sick** leave, maternity leave, Workers' Compensation or other approved leaves of absence (excluding weekly leave).
- h) Temporary "replacement" members will be terminated or returned to their former **status**, without recourse to the layoff or grievance procedure, when the replaced full-time returns to his/her regular position.
- i) Temporary members will be entitled to benefits as per conditions in Article X, Clause 10.01 (a) and to the provisions of the Employment Standards Act.

**Article I. Scope** Cont'dPart-Time Members

- j) Part-time members will normally work twenty-four **(24)** hours or less **a** week. Part-time members shall not receive any of the benefits of this agreement but are eligible for the provisions of the Employment Standards Act.
- k) Temporary or part-time members will not be used to replace full-time members except in accordance with the above.
- l) Temporary and part-time members will be subject to the requirements as set forth in Article I, Clause 1.03 and Article II, Clause 2.03 of **this** Agreement.

1.05 **The** Association acknowledges that it is the exclusive function of **the** Board and Administration to:

- a) Govern the affairs of the Police Force 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.

1.06 The parties agree that "Cadets" shall not perform any duties that are presently being performed by members of the Police Force who are not covered by Schedule "C" 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 Force by any **of** its members or representatives.
- 2.03 All members of 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 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 & Salary Schedule & Service Pay Schedule**

- 3.01 The salaries set forth in Schedule "D" attached hereto is 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 member who performs the duties of ,a member in a higher salary position shall receive acting pay. The acting pay shall be at Step 1 of the salary of the acting position. If this does not result in a higher acting rate, then **the** step applicable to generate **a** higher rate of acting pay will be used.
- 3.04 If, **during** the term of this Agreement, any new positions or job classifications are established by the Board, the Association will be notified with the right to negotiate the hours of **work**, wages and conditions. That position shall become subject to and form part of this Agreement, **unless** both parties agree, in writing, that this would be inappropriate.
- 3.05 All members hired to fill **a** full-time position will be on probation for a period of twelve (12) consecutive months. If during this period the member is found to be unsatisfactory, the Chief of Police **may** recommend to the Board that the services of the

### **Article III - Classification & Salary Schedule & Service Pay Schedule**

Cont'd

member be dispensed with, in accordance with the Employment Standards Act.

#### **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.

**Article IV - Vacation and Statutory Holidays** Cont'd

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 (a) Any member who is required to be on duty on any of the recognized statutory holidays (excluding Christmas Day and New Year's 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 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 <b>Year's</b> 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.

(b) All members, except those **working** the 6 + 3 Schedule, will be granted **the** above **statutory** holidays set forth above with pay.

**Article IV - Vacation and Statutory Holidays** Cont'd

4.08 In order to rotate the season in which all members are granted their 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 Communications Centre and Central Records shall be divided into three **groups** in their own Section, 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 group to the summer period, the summer group to the fall period; the fall group to the winter period. **Each** member's position within the **group** shall be determined by seniority. On the first **draw**, members with more than two (2) blocks **of** vacation shall take two (2) **of** vacation in their respective season. Members with two (2) blocks of vacation shall take one (1) block of vacation in their respective season. **Upon** completion of ~~the~~ first draw, the entire year will be drawn on (1) block at a time, on the basis of seniority.

One (1) member on annual leave shall be permitted in each block with no over laps. **All** members shall be permitted to exchange all or part **of** their vacation with any other member **in** the same unit,



Article IV - Vacation and Statutory Holidays Cont'd

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 sections of Communications Centre and Central Records may adopt another format by drawing for annual leave by seniority on the approval of their Divisional Commander. If there are any discrepancies amongst the members, the Divisional Commander has the authority to direct **his** section to revert to the above rotation system.

All Administrative members shall submit their annual leave request to their supervisor according to their section's policy. One (1) **member** on annual leave shall be permitted in each Section. If there are any discrepancies amongst the members, the above rotation system will **also** apply.

- 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 attends any legal proceedings during his off duty

**Article V - Court Attendance** Cont'd

hours, not immediately following the end of his **shift**, arising as a result of his duties, whether on or off duty, as a member of the Thunder Bay Police Force, shall be allowed a payment of double time with a minimum of two **(2)** hours (four **(4)** hours pay) for each attendance, before or after the noon recess. 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 (1½) 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

**Article V - Court Attendance Cont'd**

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).

- (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** Forty-eight (**48**) hours notice shall be given prior to each members' required attendance in Court where practicable.

**5.03** Subject to **5.01** for each member required to remain **at** any legal proceeding in excess of two (2) hours, following **a normal** tour of **duty**, such time **in** excess of two (2) hours shall be paid at double time.

**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.

**@Article V - Court Attendance** Cont'd

- (c) Payment for accommodation, meals and any other out-of-pocket expenses incurred.

**Article VI - Hours of Work**

**6.01 Clerical Members**

- (a) The regular hours of work for members shall be thirty-five (35) hours per week on the basis of five (5) days between the hours of 8:00 **a.m.** and 5:00 p.m. The shifts for the members shall commence at either 8:00 a.m., 8:30 a.m., or 9:00 a.m.
- (b) Each member shall be allowed one (1) hour for lunch unpaid between the hours of 11:00 a.m. **and** 1:00 p.m.

**6.02 Central Records and Communications Section**

- (a) 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.
- (b) All members working on the 6 + 3 Schedule will have hours of work in accordance with the October 5, 1978 proposal and its amendments.

**Article VI - Hours of Work** Cont'd

- (c) All members, except in cases of serious emergency, shall be allowed a half (1/2) hour uninterrupted lunch period during each eight (8) hour tour of duty, which half (1/2) hour shall commence no more than five (5) hours **after** the commencement of normal tour of duty.
- (d) Every member failing to receive such lunch period within the allotted time shall be allowed one-half (1/2) hour's pay, provided however, every member first obtains permission from their supervisor or watch commander before extending their assigned **duty** beyond the five (5) hours.
- (e) Overtime for all work performed in excess of their regular hours of work, which has been authorized **by** the Chief **of** Police or delegate shall be paid at the rate **of** time and one-half (1 1/2).

**Article VII - Emergency**

7.01 **This** Article applies to members in the Central Records and Communications **Section** only:

Notwithstanding the provisions of Article 6.01, in case of serious emergency requiring the services of members of the Police Force, who are not on **duty at** the time of the emergency, the Chief of Police or other persons in charge of the Police Force, **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

**Article VII - Emergency** Cont'd

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** following the completion of his shift, he will be paid at the rate of one and one-half (1½) times his regular salary paid at the rate of one and one-half (1 1/2) times his regular salary for the first four **(4)** hours of such overtime, and two (2) times his regular salary for all overtime after four **(4)** hours provided that when otherwise called out for duty, he shall be paid at the rate for two,(2) times his regular salary **with** a minimum of two (2) hours (four **(4)** hours pay) for each call-out.
- 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 (½) 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**

This Article is not applicable to Civilian members of the Thunder Bay Police Force.

**Article IX**

**9.01** Cadets and **Special Court Constables** to be supplied with ~~Six~~ (6) shirts, two (2) pair trousers, two (2) ties, and one (1) pair footwear, one (1) cap and one (1) jacket ~~as~~ for first year. Clothing to be supplied as required until achieving probationary Constable status.

The Board further agrees to negotiate a clothing allowance for civilian members when ~~sixty~~ percent (60%) of the ten (10) largest Municipal Police Forces in Ontario are receiving same.

**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

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

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



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

- (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 times (2X) **annual** salary adjusted to **the** next multiple of \$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 I pension plan, whose normal retirement **age** is **(65)** years, will be (\$2,000.00) **from** the point of retirement. On the individual's **(70th)** birthday the amount of insurance coverage will be reduced to (\$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

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

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 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.

Those members governed by the above will not accrue benefits under Clauses 11.02, 11.03, 11.04 and 11.05. The Board shall provide six (6) noncumulative casual sick days for all members to provide coverage for the days of illness where the insured plan does not pay benefits. Also, members having accumulated sick leave credits may use those credits for illness as they so desire where the insured plan does not provide coverage, or in lieu of the

**Article XI - Sick Leave Plan, Compassionate Leave** Cont'd

benefits paid by the insured plan.

Where Weekly Indemnity payments have not yet been paid, the Employer is to continue wage payments for two (2) pay periods on the same basis as is presently in effect for one (1) pay period.

The Board is to pay the doctors' fee for the completion of forms required by the Insurance Company.

11.02 On the first day of **January, 1970**, each member of the Police Force ~~who~~ was a member of the ~~Fort~~ William Police Force or the ~~Port~~ Arthur Police Force, shall be credited with the total number of sick leave credits in his account at **the 31st day** of December, 1969, in accordance ~~with~~ Article XI of the Agreement between ~~the~~ Board of Commissioners of Police of the City of Fort William, and the ~~Fort~~ William Police Association, and Article XVI, Clause **16.01** (Schedule "B") of the Agreement between the Board of Commissioners of Police for the City of Port Arthur, and the Port Arthur Police Association.

11.03 Commencing on the first day of January, 1970, each member, except **those** qualifying under 11.01 above, shall be granted sick leave credits of one and one-half (1½) **days** for each full month of **service with the Department. At the commencement of each year,**

**Article XI - Sick Leave Plan. Compassionate Leave** Cont'd

the unused portion of the previous year's sick leave credit shall be added to the member's total accumulated sick leave credits **up** to a maximum of 260 days credit.

11.04 The Chief of Police shall keep or cause to be kept, a ledger wherein an account shall be kept for each member entitled to sick leave credits; Entries shall be made in each such account as follows:

- (a) On opening such account, the total sick leave credits to which each member **is** entitled under the provisions of Article **XI**, Clause 11.02.
- (b) During January of each year, the unused portion of the previous year's sick leave credits under Article 11.03 shall be added to the member's account. **As** soon **as** convenient after the first day of January in each year, the Chief of Police or such other person **who** is in charge of the ledger of sick leave credit accounts, shall give or cause to be given, **a** statement of account to each member entitled to sick leave credits, **which** statement **shall** show the balance of the sick leave credits **of** such member at the commencement **of** the preceding year, the number of days absence charged to his account and the number of days credited thereto during such year, and the balance remaining at his credit **at** the end of such year. Any objection by any member to such statement must be filed in writing **with** the Chief **of** Police within thirty **(30)** calendar **days** after delivery of the statement in person or by mailing, otherwise the member **shall** be deemed to **have** confirmed the accuracy thereof. Each member shall have the right to examine his own sick leave credit account in each year during the month of January.

**Article XI - Sick Leave Plan. Compassionate Leave** Cont'd

- 11.05 Any amount of sick leave in excess of the number of days accrued in **any** year by a member entitled to sick leave credits shall be deducted from his previously accumulated sick leave credits. No deduction shall be made from the salary of any member of the Police Force in respect of an absence, which may be charged against **his** sick leave credits unless and until the duration of such absence exceeds such credit and then **only** in respect of such **excess**.
- 11.06 A member unable to report for duty due to an illness or injury shall notify or cause to be 'notified as far in advance of the commencement of **his** shift as is practicable, a Senior Officer or the Supervising N.C.O., and if no call is received, it shall be a requirement of the supervising N.C.O. to inquire **as** to the welfare of **the** member.
- 11.07 If absence from duty due to illness or injury appears excessive, a member is required to submit to **the** Chief of Police on demand **a** letter from **a** medical doctor outlining the nature of the illness or **injury**, and the member's suitability **to** return to full duties.
- 11.08 Any member **may** at the discretion of the **Chief** of Police, **take** a leave of absence not to exceed five **(5)** days on any one occasion due to illness **of** the member's spouse or child provided, however,

**Article XI - Sick Leave Plan, Compassionate Leave** Cont'd

that where practical and within twenty-four (24) hours, application for such leave has first been made and permission received from the Chief of Police. Any such leave taken is to be charged against the member's sick leave credits.

11.09 Any member absent ~~from~~ duty due to injuries sustained while on duty and covered by the Workmen's Compensation Act, shall not have such absence deducted from his sick leave credits.

11.10 A member after five (5) or more years of continuous service with the Police Force shall receive on termination of his service with the Force (except in case of dismissal for cause which has not been reversed under the grievance procedure), an amount equal to his salary for one-half the number of days standing to his credit for sick leave and in any event not in excess of the amount of one-half year's earnings at the rate received by him immediately prior to termination of his employment.

11.11 Dependents of a member who dies while in the employ of the Board shall be entitled to receive the sick leave credit gratuity to which the member would have been entitled if his employment had terminated immediately prior to his death. Dependents shall mean:

1. The widow of the deceased at the time of his death;
2. If no dependent widow, then children of the deceased

**Article XI - Sick Leave Plan. Compassionate Leave Cont'd**

who are dependent upon the deceased;

3. If there is neither dependent widow, nor dependent children, then, unused sick pay accumulation of the deceased member, shall be paid to the deceased member's estate, and shall only be released to the deceased member's executor or administrator of his estate.

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 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 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 Force 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 (½) day, except in special situations at the discretion of the Chief of Police.

11.14 All members shall be entitled to such Pregnancy and Parental Leave as set out under the Laws of the Province of **Ontario**.

**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. 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.
- 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 may be granted time off at the discretion of the Chief **of** Police.
- 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



**Article XIII - Time Off for Association Business Cont'd**

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 the member 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** One (1) civilian delegate of the Thunder **Bay** Police Association **shall** be allowed three (3) **days** leave with pay to attend the bi-annual meetings of the Civilian Police Personnel 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 Force of Thunder Bay;
- (b) That would result in **the Police Force** of Thunder Bay becoming, in effect, a part of **any** other police force.

**The benefits** to be **provided to each member** in respect of past

... of future service ... to the fullest extent that

#### Article XIV - Service Protection

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 a member 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-offs and recalls from lay-offs shall be based on seniority.

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 grievor'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 grievor 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 grievor 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 discretion of either party **a** meeting ~~may~~ be held at this stage to discuss the grievance. The Chief of Police will

Article XV - Grievance Procedure Cont'd

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.

**Article XV - Grievance Procedure** Cont'd

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.

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 In the case of a member of the Police 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 (\$200.00).
  - (c) Members who work a three (3) shift Schedule shall be paid an annual shift premium of two hundred and *fifty* (\$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.

**Article XVII - Shift Differentials** Cont'd

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:

- (a) A supplementary pension payable in full at 65 years of age, to provide that the **total** pension payable **from** the Ontario Municipal Employees Retirement System and **any** former pension plans is equal **to 2%** of the member's highest average 60 consecutive months' earnings multiplied by his years of credited service at retirement - to a maximum of 35 years of service.
- (b) All past service costs will be paid by the Board and future service costs will be split equally between the member and the Board.

Pensions shall commence on the first day of the month following the month in which the member retires.

**SCHEDULE "D"**  
**JANUARY 1, 1994**

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

<b>Positions Based on 40 Hours/Week</b>	<b>Step # 1 Probationary</b>	<b>Step # 2 2nd Year</b>	<b>Step # 3 3rd Year</b>	<b>Step # 4 Maximum</b>
Police Cadets	1	2	3	4
Front Desk Resource Clerk	3 <sup>1/5</sup>	4 <sup>6</sup>	5 <sup>7</sup>	6 <sup>8</sup>
Property & Stores Assistant	5	6	7	8
Special Constable	5	6	7	8
Vehicle Maintenance Assistant	5	6	7	8
Central/C.P.I.C. Records Clerk	5	6	7	8
Classification Clerk	5	6	7	8
Property & Storeskeeper	6	7	8	10
Communications Centre Operator	6	7	8	10
Vehicle Maintenance Mechanic	8	10	12	13
Communications Operator/Shift Supervisor	8	10	12	13
Communications Shift Supervisor	10	12	13	15



**SCHEDULE "D"**  
**JANUARY 1, 1994**

Based on 40 Hours Per Week

Level	Hourly	Bi-Weekly	Monthly	Annual
1	\$11.4826	\$ 918.61	\$1,990.32	\$23,883.86
2	12.18	974.40	2,111.20	25,334.40
3	12.88	1,030.40	2,232.53	26,790.40
4	13.58	1,086.70	2,353.87	28,246.40
5	14.18	1,134.40	2,457.87	29,494.40
6	15.03	1,202.40	2,605.20	31,262.40
7	15.97	1,277.60	2,768.13	33,217.60
8	16.9296	1,354.37	2,934.47	35,213.62
10	18.4396	1,475.17	3,196.20	38,354.42
12	19.50	1,560.00	3,380.00	40,560.00
13	20.7213	1,657.70	3,591.68	43,100.00
15	22.0703	1,765.62	3,825.51	45,906.12

**SCHEDULE "D"**  
**JANUARY 1, 1994**

Based on 35 Hours Per Week

<b>Positions Based on 35 Hours/Week</b>	<b>Step # 1 Probationary</b>	<b>Step # 2 2nd Year</b>	<b>Step # 3 3rd Year</b>	<b>Step # 4 Maximum</b>
<b>Receptionist</b>	1	2	3	4
<b>Traffic Clerk</b>	5	6	7	8
<b>Court Clerk I</b>	5	6	7	8
<b>C.I.D. Clerk/Technician</b>	5	6		8
<b>Complaints-Admin. Secretary</b>	6	7	8	9
<b>Human Resources Secretary</b>	6	7	8	9
<b>Court Clerk II</b>	6	7	8	9
<b>Operations Secretary</b>	7	8	9	11
<b>Budget &amp; Finance Co- ordinator</b>	7	8	9	11
<b>F.O.I./Intelligence Co- ordinator</b>	8	10	12	13
<b>OMPPAC Manager</b>	10	12	13	15
<b>Central Records Manager</b>	10	12	13	15/17
<b>Victim-Witness Co- ordinator</b>	12	14	16	17
<b>Human Resources Manager</b>	12	14	16	17
<b>Administration Supervisor</b>	19	20	21	22

**SCHEDULE "D"**  
**JANUARY 1, 1994**

Based on 35 Hours Per Week

Level	Hourly	Bi-Weekly	Monthly	Annual
1	\$ 11.4826	\$803.78	\$1,741.52	\$20,898.28
2	12.18	852.60	1,847.30	22,167.60
3	12.88	901.60	1,953.47	23,441.60
4	13.58	950.60	2,059.63	24,715.60
5	14.18	992.60	2,150.63	25,807.60
6	15.03	1,052.10	2,279.55	27,354.60
7	15.97	1,117.90	2,422.12	29,065.40
8	16.9296	1,185.07	2,567.65	30,811.82
9	17.5994	1,231.96	2,669.25	32,030.96
10	18.4396	1,475.17	3,196.20	38,354.42
11	19.0021	1,330.15	2,881.99	34,583.90
12	19.50	1,365.00	2,957.50	35,490.00
13	20.3518	1,450.49	3,142.73	37,712.74
14	21.40	1,498.00	3,245.67	38,948.00
15	22.0703	1,544.92	3,347.33	40,167.92
16	23.3120	1,631.84	3,535.65	42,427.84
17	25.3518	1,774.63	3,845.03	46,140.38
18	28.07	1,964.90	4,257.28	51,087.40
19	30.80	2,156.00	4,671.33	56,056.00
20	34.00	2,380.00	5,156.67	61,880.00
21	37.30	2,611.00	5,657.17	67,886.00
22	40.7756	2,854.29	6,184.30	74,211.59

**LETTER OF UNDERSTANDING**

**BETWEEN:**

**THE THUNDER BAY POLICE SERVICES BOARD (CITY OF THUNDER BAY)**

and

**THE THUNDER BAY POLICE ASSOCIATION**

**RE:IMPLEMENTATION OF PROCEDURE  
TO RECTIFY CONCERNS OVER STD/LTD**

---

The following is to be implemented by the Employer:

1. On a monthly basis, the Employer is to provide the Association with the following information for each person who is absent in excess of the Weekly Indemnity waiting period:
  - a) Name of Member.
  - b) Date first absent.
  - c) Date claim received by Employer.
  - d) Date medical received by Employer.
  - e) Date claim forwarded to Insurance Company.
  - f) Date payment(s) made and the period covered.
  - g) Date return to work.
  - h) Any problems encountered, e.g. form not completed by doctor.

SIGNED IN THUNDER BAY THIS 17<sup>th</sup> DAY OF NOVEMBER, 1995.

**FOR THE BOARD**

*P. M. Kachalanga*

*M. Elani Laksheda*

\_\_\_\_\_

\_\_\_\_\_

**FOR THE ASSOCIATION**

*Bo M*

*J. S.*

*Sandra*

\_\_\_\_\_

GM/pb

The above is subject to the Municipal Freedom of Information and Protection of Privacy Act in the Province of Ontario.

**LETTER OF UNDERSTANDING**

**BETWEEN:**

**THE THUNDER BAY POLICE SERVICES BOARD**

**AND**

**THE THUNDER BAY POLICE ASSOCIATION**

This letter of understanding confirms the method by which the conversion of noncumulative casual sick days from two (2) every four (4) months to six (6) days per calendar year is to be made.

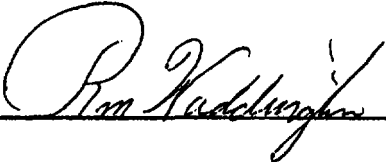
Effective September 28, 1992, each member will be allocated (6) noncumulative casual sick days. Casual sick days used between January 1, 1992, and September 27, 1992, will be deducted from this amount. The remaining casual sick days will be available for use from September 28, 1992, to December 31, 1992.

(Note that casual sick days used from September 28, 1992, until the signing of this understanding will also be deducted from the six (6) available days.)


SIGNED THIS 17<sup>th</sup> DAY OF NOVEMBER, 1995.

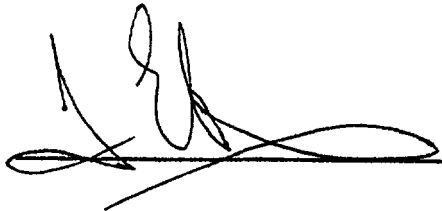
**FORTHEBOARD**

**FOR THE ASSOCIATION**









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  
JOHSTONE, BRUCE A.  
JOWITT, RONALD  
MCLEOD, COLIN  
MAGDEE, ZIGMUND  
MAYDO, WILLIAM  
MAYER, ALBERT WILLIAM  
MCKEOWN, JOHN EDWARD  
MONKHOUSE, GEORGE  
SUNDELL, BRIAN A.  
WARK, LARRY DEAN