

UNIFORM EMPLOYEES

(Unit A)

COLLECTIVE AGREEMENT

BETWEEN

THUNDER BAY POLICE SERVICES BOARD

FOR

THE CORPORATION OF THE CITY OF THUNDER BAY

AND

THUNDER BAY POLICE ASSOCIATION



**FROM: JANUARY 1, 2007
TO: DECEMBER 31, 2010**

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AGREEMENT made this 16th day of October, A.D. 2007, pursuant to the Police Services Act, R.S.O., 1990, c.P.15 and amendments thereto:

BETWEEN:

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

- and -

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

Article I – Scope

- 1.01 The Board hereby recognizes the Association as the sole and exclusive bargaining agent for all members of the Police Service of the City of Thunder Bay, who are covered under both UNIT “A” and UNIT “B” Collective Agreements, including the working conditions and salaries as set out in Schedule “A” attached hereto and made part of this Agreement, save and except the Chief of Police, Deputy Chief of Police, and members of the Thunder Bay Police Senior Officers Association.
- 1.02 Subject to Article I, Clause 1.01 "member" shall mean every person described in Section (2) of Bill 107, Chapter 10, Statutes of Ontario, 1990, Police Services Act (1990), and amendments thereto, unless the context clearly shows otherwise.
- 1.03 The Board agrees that as a condition of employment, all members falling within the scope of this Agreement, shall obtain and maintain membership in the Thunder Bay Police Association after thirty (30) days of employment.
- 1.04 A person who is not a paid member of the Police Service shall not be permitted to do any work that is normally done by members of the Association, provided however, that members of the Police Service have had the first opportunity to refuse this work.

Article II - Management Rights

- 2.01 The Association acknowledges that it is the exclusive function of the Board and Administration to:
- (a) Govern the affairs of the Police Service in accordance with the provisions of The Police Services 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 III – Bargaining

- 3.01 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.
- 3.02 The Association agrees that there will be no intimidation, interference, or coercion exercised or practiced upon members of the City of Thunder Bay Police Service by any of its members or representatives.
- 3.03 All persons employed by the Board, eligible for membership in the Association, shall have the membership dues and assessments of the Association deducted from their salaries, and the sums so deducted shall be 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. Any member in arrears for Association dues deductions is responsible for repayment of the arrears to the Association. A representative of the Association will meet with a member in arrears and a reasonable repayment schedule will be developed and forwarded to Administration for processing and remittance to the Association as outlined above.
- 3.04 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 IV - Classification and Salary Schedule and Service Pay Schedule

- 4.01 The salaries set forth in Schedule "A" attached hereto are hereby made part of this Agreement.
- 4.02 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. Effective January 1, 2008, service pay will cease for all members of Bargaining Unit "A".
- 4.03 (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. The Officer shall receive the acting rate of pay of the higher rank while in an 'acting' capacity.

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

For the purposes of this article, “qualified” means having attained the rank of Staff Sergeant or Sergeant or being a Constable and designated by the promotional process as an Acting Sergeant.

(c) Identification Officers

Effective January 01, 1999, Identification Officers shall be paid in accordance with the following scale, which begins upon completion of training or after 3 months of being assigned to the Identification Unit. This rate is in addition to the rate of pay each member of the Identification Unit has obtained.

| <u>YEAR</u> | <u>% of RANK</u> | (see Schedule “C”) |
|-------------|------------------|--------------------|
| Year 1 | 100.5 % | |
| Year 2 | 101 % | |
| Year 3 | 101.5 % | |
| Year 4 | 102 % | |
| Year 5 | 102.5 % | |
| Year 6 | 103 % | |

Effective January 01, 2008, Identification Officers shall be paid in accordance with the following scale, which begins upon completion of training or after 3 months of being assigned to the Identification Unit. This rate is in addition to the rate of pay each member of the Identification Unit has obtained.

| <u>YEAR</u> | <u>% of RANK</u> | (See Schedule "C") |
|-------------|------------------|--------------------|
| Year 1 | 101% | |
| Year 2 | 102 % | |
| Year 3 | 103 % | |

(d) Senior Constable

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

- 1) ten (10) years or more of service; and,
- 2) effective January 1, 2002, must have obtained a mark of at least 75% on the Ontario Police College Promotional Examination for promotion to the rank of Sergeant;
- 3) all members at the Senior Constable rate as of December 31, 2001, will remain at the Senior Constable rate.

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

Effective July 1, 2005, for salary purposes only, there shall be a Senior Constable classification that will be based on Service to be calculated from date of appointment as a Sworn member with the Thunder Bay Police and paid as follows:

For those members having completed ten (10) years service but less than seventeen (17) years service at 2% above the First Class Constable rate.

For those members having completed seventeen (17) years service but less than twenty-three (23) years service at 3% above the First Class Constable rate.

For those members having completed twenty-three (23) or more year's service at 6% above the First Class Constable rate.

To qualify for the various Senior Constable rates of pay a First Class Constable must meet the following criteria:

- 1) Effective from July 1, 2005, must obtain a mark of at least 68% on the Ontario Police College Promotional Examination for promotion to the rank of Sergeant;
- 2) Must be free of Police Services Act convictions within the past two (2) years where more than a thirty-two (32) hour penalty has been assessed. Sworn members who do not meet this requirement will forfeit any applicable Senior Constable Rate for a period of one year.
- 3) All members currently at the Senior Constable rate, as of the date of ratification, will remain at the Senior Constable rate.
- 4) As of September 28, 2004, for current members only, the Board shall recognize service as a Sworn officer with another Police service provided there is no unbroken service for a period longer than ninety (90) days.

Effective January 1, 2008, there shall no longer be a Senior Constable rank or rate but Sworn Members shall be entitled to a Municipal Policing Allowance in accordance with the following schedule which shall cover all ranks from Constable to Staff Sergeant.

For those sworn members having completed eight (8) years' service but less than seventeen (17) years service at 3% above the First Class Constable rate.

For those members having completed seventeen (17) years' service but less than twenty-three (23) years service at 6% above the First Class Constable rate.

For those members having completed twenty-three (23) or more years' service at 9% above the First Class Constable rate.

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

The Municipal Policing Allowance shall form part of base salary and shall be paid as part of the regular pay cheque. It shall be included as salary in calculating overtime, vacation and statutory holiday pay, and pension contributions.

To qualify for the Municipal Policing Allowance rates of pay, a Sworn member must meet the following criteria:

- 1) Must be free of Police Services Act convictions within the past two (2) years where more than a thirty-two (32) hour penalty has been assessed. Sworn members who do not meet this requirement will forfeit any applicable Municipal Policing Allowance for a period of one year.

Calculation of "service" shall include all recognized sworn police service for any sworn members joining the Thunder Bay Police Service prior to September 29, 2004, provided there is no unbroken service for a period longer than ninety (90) days, and all sworn unbroken service with the Thunder Bay Police Service only, for all members joining Thunder Bay Police Service after September 28, 2004.

(e) **Coach Officer**

A member required to assume the responsibility of Coach Officer under the Ontario Police College Recruit Training Program, or any other Recruit Training Program, shall receive one (1) block (6) days of non-cashable lieu days. Where more than one officer is assigned the duties, the lieu time shall be apportioned in relation to the time spent by each officer in the training of the new recruit to a maximum of six (6) days. Effective January 1, 2008, the maximum lieu will be 50 hours.

(f) **Sergeant**

Effective July 1, 2005, Sergeant/Detective to be paid as a percentage of the appropriate Senior Constable rate as follows:

Year 1 – 107.5% of the appropriate Senior Constable rate.

Year 2 – 109.5% of the appropriate Senior Constable rate.

Year 3 – 112.5% of the appropriate Senior Constable rate.

Effective January 1, 2008, Sergeant/Detective to be paid as a percentage of the appropriate First Class Constable rate as follows:

Year 1 – 109.5% of First Class Constable rate.

Year 2 – 112.5% of First Class Constable rate.

Sergeant pay shall form part of base salary and shall be paid bi-weekly. It shall be included as salary in calculating overtime, vacation and statutory holiday pay, and pension contributions.

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

(g) **Acting Sergeant**

Effective July 1, 2005, Acting Sergeant to be paid 106% of the appropriate Senior Constable rate. Effective January 1, 2008, Acting Sergeant to be paid at 107.5% of First Class Constable rate.

(h) **Staff Sergeant**

Effective July 1, 2005, Staff Sergeant/Detective Sergeant to be paid as a percentage of the appropriate Senior Constable Rate as follows:

- Year 1 – 115% of the appropriate Senior Constable rate.
- Year 2 – 119.5% of the appropriate Senior Constable rate.
- Year 3 – 125% of the appropriate Senior Constable rate.

Effective January 1, 2008, Staff Sergeant/Detective Sergeant to be paid as a percentage of the appropriate First Class Constable Rate as follows:

- Year 1 – 119.5% of First Class Constable rate.
- Year 2 – 125% of First Class Constable rate.

Staff Sergeant / Detective Sergeant pay shall form part of base salary and shall be paid bi-weekly. It shall be included as salary in calculating overtime, vacation and statutory holiday pay, and pension contributions.

(i) **Acting Staff Sergeant**

Effective July 1, 2005, Acting Staff Sergeant to be paid 115% of the appropriate Senior Constable rate. Effective January 1, 2008, Acting Staff Sergeant to be paid at 117.5% of First Class Constable rate.

4.04 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.

4.05 A Fourth Class Constable is eligible for reclassification as a Third Class Constable after serving one (1) year as a Fourth Class Constable with the Service.

A Third Class Constable is eligible for reclassification as a Second Class Constable after serving one (1) year as a Third Class Constable with the Service.

A Second Class Constable is eligible for reclassification as a First Class Constable after serving one (1) year as a Second Class Constable with the Service.

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

In the case of any of the one-year periods specified above, reclassification will not be automatic, but will be based upon good conduct and favourable performance evaluations. In order to qualify for reclassification a member must perform a minimum total of nine months active duty during a classification year to be entitled for reclassification, with the exception of a person absent while on maternity leave.

If a member is not reclassified when due, he/she shall have the right to receive from the Chief of Police, a statement of the reasons why he/she has not been reclassified.

- 4.06 The promotion policy dated October 18, 2001, 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 V - Vacation and Statutory Holidays

- 5.01 For the purpose of Section 5.02, where weeks of annual leave are mentioned, it shall mean blocks of annual leave for those members on the 6 & 3 system. Blocks will include the three days of weekly leave on each side of the six-day block.

- 5.02 All members shall be entitled to annual leave in accordance with the following schedule:

| | |
|-----------------------------|-------------------------|
| 1 year or more of Service | 2 weeks of annual leave |
| 5 years or more of Service | 3 weeks of annual leave |
| 10 years or more of Service | 4 weeks of annual leave |
| 15 years or more of Service | 5 weeks of annual leave |
| 20 years or more of Service | 6 weeks of annual leave |
| 25 years or more of Service | 7 weeks of annual leave |

Effective January 1, 2008, all members shall be entitled to annual leave in accordance with the following schedule:

| | |
|-----------------------------|---------------------------|
| 1 year or more of Service | 80 hours of annual leave |
| 4 years or more of Service | 120 hours of annual leave |
| 9 years or more of Service | 160 hours of annual leave |
| 14 years or more of Service | 200 hours of annual leave |
| 19 years or more of Service | 240 hours of annual leave |
| 24 years or more of Service | 280 hours of annual leave |
| 28 years or more of Service | 320 hours of annual leave |

Article V - Vacation and Statutory Holidays cont'd

Annual leave shall include the days of weekly leave immediately preceding and proceeding the block of annual leave taken. This shall only include full blocks of annual leave taken during the annual leave draw or changes to annual leave approved by the Senior Officer in charge of the member's Branch which occur after the annual leave draw. For those days of Annual leave booked during the annual leave draw that are remaining for a member and are less than a full block, annual leave shall also include the days of weekly leave immediately preceding days of annual leave for days taken at the beginning of a block or immediately proceeding the days of weekly leave that are taken at the end of a block. This will not apply for annual leave days taken that do not either begin or end a block.

5.03 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 one-half (0.5) hour's pay for each hour worked on such day. Any member required to be on duty on Christmas Day and/or New Year's Day shall be paid an additional one (1) hour's pay for each hour worked on such day. Payment will be made in accordance with the procedure laid out in Section 8.04 of this agreement. Statutory Holidays shall include:

| | |
|----------------|------------------|
| New Year's Day | Civic Holiday |
| Good Friday | Labour Day |
| Easter Sunday | Thanksgiving Day |
| Easter Monday | Remembrance Day |
| Victoria 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.

Overtime rates will not apply to Statutory Holiday pay. (Note: For example a member who works four hours of authorized overtime on any of the recognized statutory holidays (except Christmas Day and New Year's Day) will receive pay for those four hours as follows:

Overtime pay: 4 hours pay at one and one-half (1.5) times the regular straight-time rate of pay (the equivalent of 6 hours regular straight-time pay), and Statutory Holiday pay: 4 hours pay at one-half (0.5) times the regular straight-time rate of pay (the equivalent of 2 hours regular straight-time pay).

And

A member who works four hours of authorized overtime on Christmas Day and New Year's Day will receive pay for those four hours as follows:

Overtime pay: 4 hours at one and one-half (1.5) times the regular straight-time rate of pay (the equivalent of 6 hours regular straight-time pay), and Statutory Holiday pay: 4 hours

Article V - Vacation and Statutory Holidays cont'd

pay at one (1) times the regular straight-time rate of pay (the equivalent of 4 hours regular straight-time pay).

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

Winter - from January 1 to April 30

Summer - from May 1 to August 31

Fall - from September 1 to December 31

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

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

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

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

- 5.05 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 VI - Court Attendance

- 6.01 (a) Effective April 1, 2005, a member who is required to attend a Court sitting as a witness while off duty, because of his or her duties and status as a Police member shall be paid a minimum of four (4) hours pay at time and one-half (1 ½), before the noon recess. Should the member be required to remain in Court after 2:00 p.m. on the same day, the member shall be paid an additional minimum of four (4) hours pay at time and one half (1 ½).

A member working the 2000 to 0600 or the 2200 to 0800 shifts only, while waiting for court at either 9:30 a.m. or 10:00 a.m. shall receive time and one-half (1 1/2) pay from end of the shift until the time he is to be at any legal proceedings.

- (b) The provisions of Article VI, Clause 6.01 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 VI, Clause 6.01 (a) and be granted two times (2X) his normal working hours as leave for each daily appearance. For the Uniform Patrol Branch only, annual vacation also includes assigned Statutory Holiday time when taken for an entire block. Should a member attend court on his/her statutory holiday time, he shall be paid in accordance with Article VI, Clause 6.01 (a) and be granted one times (1X) their normal working hours as 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 6.01 (c) but not 6.01 (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.
- 6.02 Twenty-four (24) hours notice shall be given prior to each member's required attendance in Court. Failure to do so will result in an additional four (4) hours straight time pay in addition to pay received for the member's appearance. If a member's court attendance is cancelled less than twenty-four (24) hours before scheduled, the member shall receive a payment of four (4) hours straight time pay.

Article VI - Court Attendance cont'd

- 6.03 Each member required to remain at any legal proceeding following a normal tour of duty shall be paid at time and one-half (1 1/2).
- 6.04 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 6.01 and 6.03 of this Agreement:
 - (a) Payment for traveling 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 VII- Hours of Work

7.01 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. Effective January 1, 2005, all members working on the 6 + 3 Schedule will have hours of work in accordance with the October 5, 1978 6 + 3 schedule with the following amendments:

days:

0700 to 1500

0800 to 1600

evenings:

1500 to 2300

1600 to 2400

1800 to 0200 (only for C.I.B. members for Project Plans*)

nights:

2000 to 0400 (only for C.I.B. members for Project Plans*)

2300 to 0700

2400 to 0800

The number of personnel, including supervisory personnel, assigned to each of the various starting times will be determined by the Chief of Police or his designate. The number of personnel assigned to the early starting times for each of the shifts (days, evenings, and nights) will be to a maximum of fifty per cent of each unit. These amendments apply only to Uniform Patrol except where specified for C.I.B.

Article VII- Hours of Work cont'd

* Project Plans – The purpose of this is to address “Project Plans” that might arise and is not intended to reflect a change in regular schedules.

Effective January 1, 2008 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. The regular hours of work for Court Officers shall be forty (40) hours per week on the basis of five (5) days between the hours of 8:00 am and 6:00 pm. The shifts shall commence at 08:00 am, 8:30 am, 9:00 a.m., or 10:00 a.m.

Effective January 6, 2008, those members as identified in Appendix “A”, Appendix “B”, Appendix “C”, Appendix “D”, Appendix “E”, and Appendix “F” and currently working on the 6 + 3 Schedule in accordance with the October 5, 1978 6 + 3 schedule will convert to an alternative compressed work schedule as follows:

| | |
|---|--------------|
| Uniform Patrol Branch: | Appendix “A” |
| Criminal Investigation Branch: | Appendix “B” |
| Intelligence Unit | Appendix “C” |
| Emergency Task Unit | Appendix “D” |
| Traffic Unit / Community Response Team: | Appendix “E” |
| Neighbourhood Policing Unit: | Appendix “F” |

The number of personnel, including supervisory personnel, assigned to each of the various starting times will be determined by the Chief of Police or his designate. The number of personnel assigned to the early starting times for each of the shifts (days, evenings, and nights) will be to a maximum of fifty per cent of each unit. These amendments apply only to Uniform Patrol except where specified for C.I.B.

* Project Plans – The purpose of this is to address “Project Plans” that might arise and is not intended to reflect a change in regular schedules.

- 7.02 Every member, except in cases of 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

Every member, except in cases of emergency, shall be allowed a forty-five (45) minute uninterrupted lunch period during each ten (10) hour tour of duty, which shall commence no more than six (6) 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.

Article VII- Hours of Work cont'd

- 7.03 Every member failing to receive such lunch period within the allotted time shall be allowed one-half (½) hour's pay, provided, however, every member shall first obtain permission where practical from his Supervising N.C.O. or Senior Officer before extending his assigned duty beyond the five (5) or six (6) hours as may be the case.
- 7.04 All vehicles of the Thunder Bay Police shall be staffed by two (2) police officers on the following basis and with the following exceptions:
1. Personnel on "demand" assignment are excepted.
 2. Supervisory personnel are excepted.
 3. Investigation Division personnel, including Identification and Youth Sections are excepted.
 4. Traffic personnel when in follow-up investigation or radar patrol are excepted.
 5. Personnel assigned to transport police vehicles from point "A" to point "B" are excepted while so engaged.
 6. Dog Patrols and Foot Patrols are excepted.
 7. At least one (1) vehicle on patrol in Areas 2 and 6 as presently geographically designated shall be manned by two (2) police officers on a twenty-four (24) hour per day basis.
 8. In areas 3 and 7 as presently geographically designated, at least one (1) vehicle on patrol between the hours of 4:00 p.m. and 8:00 a.m. shall be manned by two (2) police officers except during the period from 4:00 p.m. Sunday to 8:00 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.

Effective January 1, 2008 the above will be replaced with the following: 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. 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 the next day, Monday. 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.

Article VII- Hours of Work cont'd

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.

- 7.05 Any member required to stay overnight in other than his normal place of residence as a result of providing a policing service to another municipality shall be paid a sum of seventy-five dollars (\$75.00) in addition to any other benefits the member is entitled to. Policing Service shall be defined as but not limited to: Tactical Unit, Bomb Disposal, Escorts, Criminal Investigation and Canine Unit.

Article VIII – Emergency

- 8.01 Notwithstanding the provisions of Article 7.01, in case of emergency requiring the services of members of the Police Service, who are not on duty at the time of the emergency, the Chief of Police or other persons in charge of the Police Service, may recall to duty any or all such members or upon 48 hours notice amend the shift of any or all such members with such change to last only for the duration of the emergency.

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

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

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

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

- 8.03 All members required to work overtime, shall be entitled to meal allowance of up to ten dollars (\$10.00), for each four (4) hour period worked, together with a lunch break of one-half (1/2) uninterrupted hour during which to consume the same. Failure to receive the same shall entitle each member to the benefit of the provisions of Article VII, Clause 7.03.

Article VIII – Emergency cont’d

8.04 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 IX - Extra Duty

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

Article X - Clothing Allowance

10.01 The Board shall, during the first pay period of the year, or the first pay period after a member has been transferred to plainclothes duty, grant to each full-time member, with the exclusion of those members who have court attendance, an annual clothing allowance equal to the following:

- (a) Those members if required to wear business attire for six (6) months or more shall be granted:
 - 1) Nine hundred dollars (\$900.00) if required to wear business attire at least fifty percent (50 %) of total time
 - 2) Five hundred and fifty dollars (\$ 550.00) if required to wear business attire less than fifty percent (50 %) of the time.
- (b) Those members who are required to wear business attire for less than six (6) months shall be granted:
 - 1) Seventy-five dollars (\$75.00) for each full or part month if required to wear business attire at least fifty (50 %) of the time or;
 - 2) Forty-five dollars (\$45.00) for each full or part month, if required to wear business attire less than fifty percent (50 %) of the time.

Note: Proper business attire shall be determined by the Chief of Police.

Effective January 1, 2008, the Board shall, during the first pay period of the year, or the first pay period after a member has been transferred to plainclothes duty, grant to each full-time member, with the exclusion of those members who have court attendance, an annual clothing allowance equal to the following:

Article X - Clothing Allowance cont'd

- (a) Those members if required to wear business attire for six (6) months or more shall be granted:
- 1) One thousand one hundred dollars (\$1100.00) if required to wear business attire at least fifty percent (50 %) of total time
 - 2) Six hundred and fifty dollars (\$ 650.00) if required to wear business attire less than fifty percent (50 %) of the time.
- (b) Those members who are required to wear business attire for less than six (6) months shall be granted:
- 1) Eighty dollars (\$80.00) for each full or part month if required to wear business attire at least fifty (50 %) of the time or;
 - 2) Fifty dollars (\$50.00) for each full or part month, if required to wear business attire less than fifty percent (50 %) of the time.

Note: Proper business attire shall be determined by the Chief of Police

10.02 The Board will allow to members who are part-time plainclothes members, the sum of four dollars and fifty cents (\$4.50) 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. This section applies to those members required to work one (1) block/week or less. Effective January 1, 2008, the amount will increase to the sum of five dollars and fifty cents (\$5.50) per day.

10.03 (a) The Board shall supply the following clothing and equipment to those members not covered by Article X, Clause 10.01, 10.02, and 10.05. 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 requires replacement, shall pay to the Board all the associated replacement costs.

Article X - Clothing Allowance cont'd

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

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

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

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

To Be Supplied Every Other Year

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

To Be Supplied As Required

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

- (b) When a member believes that an article of clothing as per 10.03 (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

Article X - Clothing Allowance cont'd

required, issue a voucher to the member prior to directing the member to the storeskeeper. The member shall provide the storeskeeper with the voucher.

- 10.04 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.
- 10.05 Each new uniformed member of the Police Service shall be paid the sum of five dollars (\$5.00) per day as a clothing allowance after four (4) weeks if the member has not received a uniform by this time. Said sum is to be paid once yearly in the month of December, or upon termination.
- 10.06 The Board will pay for the dry-cleaning and/or repairs of any uniform or clothing of any uniformed or plainclothes members of the Police Service soiled or damaged in the course of duty. Police personnel will be issued one (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.
- 10.07 Members accommodated on modified duties who are able to wear a police uniform and who request and receive permission from their Branch Commander to wear business casual attire will not qualify for a Clothing allowance.

Article XI - Medical, Hospital, Group Insurance and Dental

- 11.01 (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, when members are eligible to enroll under the regulations of the plans. Effective January 1, 2008 extended health to include:

| | | |
|--------------------|--------------|-----------------------|
| Physiotherapist | Chiropractor | Massage Therapist |
| Speech Pathologist | Osteopath | Naturopath |
| Podiatrist | Chiropodist | Clinical Psychologist |

Benefit level shall be \$400.00 per above service annually as of January 1, 2008. Effective January 1, 2009, orthotic coverage shall increase to \$300 per pair per year with two pair per year being allotted. Effective January 1, 2010 the benefit level for physiotherapy, chiropractor and massage therapist only will increase to \$500.00 per service annually.

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

11.01(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. The Board agrees to contribute to the costs for replacement or repair of dentures for a member on a 50/50 shared basis up to a maximum of three hundred dollars (\$300) in any one year (effective on the first day of the seventh continuous month of employment). This will apply to all members on the payroll who are eligible to enroll in the plan. Note: For the purposes of clarification, it is understood that the term "dentures" applies to full dentures (i.e. full upper or lower plates) and is not to be construed to mean partials, bridges, crowns, braces, etc. Further, any Blue Cross Dental rider granted to any City employee shall automatically be provided to eligible members by the Board at a cost to the member which does not exceed that for the City employee. The Board further agrees to provide riders for the provision of Major Restorative Benefits and Orthodontic Benefits.

The following services are based on a 50/50 split risk associated with the work completed and all premiums will be 100% paid by the Board:

| | | |
|----------------------------|--------------------|-----------------|
| Effective January 1, 2008: | Major Restorative: | \$1500 max/year |
| | Orthodontics*: | \$2500 max/life |
| Effective January 1, 2009: | Major Restorative: | \$2000 max/year |
| | Orthodontics*: | \$3000 max/life |
| Effective January 1, 2010: | Major Restorative: | \$2500 max/year |
| | Orthodontics*: | \$3500 max/life |

*Note: Orthodontics is for children only in accordance with the Dental Plan Definitions (under age 21; unless in school full-time under age 25).

11.01(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 two hundred and twenty-five dollars (\$225.00) 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. Effective the first day of the month following ratification, 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, eye exams, and/or laser surgery) up to a total amount of two hundred and fifty dollars (\$250.00) 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 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.

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

The Board will agree to increase the amount reimbursed as follows:

| | |
|----------------------------|-------|
| Effective January 1, 2008: | \$300 |
| Effective January 1, 2009: | \$350 |
| Effective January 1, 2010: | \$400 |

- 11.01 (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 XX, Clause 20.01. 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.
- 11.01(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. The Board further agrees to provide health and welfare benefits to the spouse and family of an employed member who dies, for a period of two (2) years following the date of death of the member, if the spouse does not have other benefit coverage.
- 11.02 The Board agrees to contribute to one hundred percent (100%) of the billed premiums for basic Group Life Insurance coverage in the amount of one hundred thousand dollars (\$100,000.00) or two (2X) times annual salary adjusted to the next multiple of one thousand dollars (\$1,000), if not already a multiple thereof, whichever is greater, 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 or who have not yet reached the age of sixty (60) years, will be two thousand dollars (\$2,000.00). On the individual's sixty-fifth (65th) birthday, the amount of insurance coverage will be reduced to one thousand dollars (\$1,000.00). Effective January 1, 2010 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 or who have not yet reached the age of sixty (60) will be four thousand dollars (\$4,000.00). On the individual's sixty-fifth (65th) birthday, the amount of insurance coverage will be reduced to two thousand dollars (\$2,000.00).

- 11.03 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 - Medical, Hospital, Group Insurance and Dental cont'd

11.04 The Board will provide the option of a lump sum buy-out of ten thousand dollars (\$10,000.00), for those members with family benefit coverage, or six thousand dollars (\$6,000.00) for those members with single benefit coverage, to a retiring member who elects to discontinue his participation in the benefit package. The retiring member must elect this option at time of retirement and no later than age sixty (60). This article to be deleted upon ratification (September 6, 2007).

Article XII - Sick Leave Plan, Compassionate and Maternity Leave

12.01 (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 Workplace Safety and Insurance Benefits 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 12.02, 12.03, 12.04 and 12.05. The Board shall provide six (6) non-cumulative casual sick days per calendar year 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.

- (b) Where Weekly Indemnity payments have not yet been paid, the Employer is to continue wage payments for four (4) pay periods on the same basis as is presently in effect for two (2) pay periods.
- (c) The Board is to pay the doctors' fee for the completion of forms required by the Insurance Company.
- (d) On a monthly basis, the Board shall provide the Association with the following information for each person who is absent in excess of the Weekly Indemnity waiting period:
 1. Name of Member.
 2. Date first absent.
 3. Date claim received by Employer.
 4. Date medical received by Employer.
 5. Date claim forwarded to Insurance Company.
 6. Date payment(s) made and the period covered.
 7. Date returned to work.
 8. Any problems encountered, e.g. form not completed by doctor.

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

- 12.02 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.
- 12.03 Commencing on the first day of January, 1970, each, except those qualifying under 12.01 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.
- 12.04 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 XII, Clause 12.02.
 - b) During January of each year, the unused portion of the previous year's sick leave credits under Article 12.03 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.
- 12.05 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 Service 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.

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

- 12.06 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.
- 12.07 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.
- 12.08 Any member may at the discretion of the Chief of Police, take a leave of absence 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, bank time or annual leave.
- 12.09 Any member absent from duty due to injuries sustained while on duty and covered by the Workplace Safety and Insurance Act shall not have such absence deducted from his sick leave credits.
- 12.10 A member after five (5) or more years of continuous service with the Police Service shall receive on termination of his service with the Service (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.
- 12.11 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/widower of the deceased at the time of his/her death;
 2. If no dependent widow/widower, then children of the deceased who are dependent upon the deceased;
- If there is neither dependent widow/widower, 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 XII - Sick Leave Plan, Compassionate and Maternity Leave cont'd

- 12.12 (a) A bereavement leave up to three (3) days with pay will be allowed on any occasion in the event of the death of a member's wife/husband, child, father, mother, sister, brother, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparents or grandchildren for the purpose of arranging and attending the funeral of the deceased, provided he notified a Senior Officer or Shift Supervisor. Upon application, the Chief of Police may at his discretion grant an additional period of up to two (2) days' leave with pay. The provisions of this article shall apply to common law relationships as defined in the Family Law Act, but shall not apply where a member is already off duty on regular weekly leave or on annual leave or on statutory holidays.
- (b) The provisions of this article shall apply to common law relationships as defined in the Family Law Act.
- (c) Members of the police service required to travel beyond the District of Thunder Bay to attend a funeral for the purposes of Section 12.12 (a) shall receive two (2) additional days for travel.
- 12.13 Members of the Police Service requiring time off to attend the funeral of a close friend or a relative not covered in Article XII, Clause 12.12 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. Any member required to be a pall-bearer shall receive the day-off for that purpose.
- 12.14 Pregnancy and parental leave shall be granted in accordance with the Employment Standards Act, 2000.
- (a) In addition, any Full Time member who is pregnant and who has been employed full time for at least thirteen (13) weeks immediately preceding the expected date of birth shall be entitled, upon her written application, to a Supplementary Employment Insurance Benefit (S.E.B.) as follows
1. during the first two (2) weeks of the E.I. waiting period, a benefit equivalent to seventy-five percent (75%) of her regular weekly earnings;
and
 2. for the following fifteen (15) weeks, or shorter period if the member returns to work, a rate equivalent to the difference between seventy-five percent (75%) of her regular earnings and the sum of her weekly employment insurance pregnancy benefits.

The combined payments received from the plan and from the weekly employment insurance benefits will not exceed seventy-five percent (75%) of the member's regular weekly earnings.

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

Effective January 1, 2008 the combined benefit will be equivalent to and not exceed eighty percent (80%) of the member's regular weekly earnings. Effective January 1, 2010 the combined benefit will be equivalent to and not exceed eighty-five percent (85%) of the member's regular weekly earnings. Regular weekly earnings shall be equivalent to the regular hourly rate times the regular weekly hours of work for the rank achieved by the member at the time of the pregnancy leave. Regular weekly earnings will not include earnings from over time or acting pay.

- (b) The member must provide proof of application for and receipt of employment insurance pregnancy benefits in order to receive payment under the S.E.B. Plan. Such payment shall commence following receipt by the Board of the member's employment insurance pregnancy benefits. The Board may waive this proof at their discretion.
- (c) The member shall provide the Board with at least three (3) weeks written notice prior to the date upon which she intends to commence her pregnancy leave.
- (d) The member may shorten or extend the duration of the leave of absence upon providing the Board with at least three (3) weeks written notice of her intention to do so, together with authorization from a medical practitioner. The Board, at their discretion, may accept the written request with less than three (3) weeks notice.
- (e) While on pregnancy or parental leave, the member shall continue to accumulate seniority and credit for service for the purpose of salary and all other increments. The Board shall continue to provide the member with all benefits specified in the Agreement.

12.15 Written requests for a personal leave of absence without pay will be considered by the Chief of Police and may be granted at his sole discretion. No member will accumulate service or seniority after thirty (30) calendar days of leave for the purpose of alternate employment until the member returns to active employment with the Thunder Bay Police.

Article XIII - Training Expense Allowance

13.01 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 will provide an economy air-fare from the place of police training to Thunder Bay return after the completion of three (3) weeks of training. New recruits shall receive a return flight to Thunder Bay after six (6) weeks of training. In the event that the Ontario Police College or other police training facility charges for meals, the Board shall provide the member with a meal allowance to cover the cost of same.

Article XIII - Training Expense Allowance cont'd

13.02 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 XIV - Time Off for Association Business

14.01 The President and Secretary of the Thunder Bay Police Association shall be allowed time off from duty if required, to attend the regular monthly, or special meetings of the Association. Members of the Bargaining Committee shall be allowed time off as required to meet with the Board.

14.02 On January 1 of each year, the Thunder Bay Police Association will be allocated an aggregate annual maximum of sixty-three (63) working days leave with pay to be used to attend to Association business in relation to attending meetings, workshops, and/or training courses sanctioned by or facilitated by the Police Association of Ontario. It is understood that these days are also to be used for the purpose of attending out-of-town police funerals and memorials. It is also understood that pay for the above leave will not include any time off during which a member would normally have been off duty. It is also understood that should the sixty-three (63) days of leave or a portion of the sixty-three (63) days be unused at the end of the year, the unused days will not be carried forward to the following year. Requests for leave will be submitted in writing to the Chief of Police.

Note: It is understood that the total number of sixty-three (63) working days leave with pay applies as a combined total between the Uniform and Civilian bargaining units represented by the Association.

14.03 Should a member be elected to the Board of Directors or appointed to the Executive Committee of the Police Association of Ontario, such member shall be granted fifteen (15) days leave with pay, upon approval by the Chief of Police to attend meetings required by virtue of that office.

14.04 Should a member be elected to the Board of Directors of the Canadian Professional Police Association such member shall be granted fifteen (15) days leave, with pay upon approval by the Chief of Police to attend meetings required by virtue of that office.

Article XV - Service Protection

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

- (a) That would, in effect, alter the jurisdiction of the Board or substitute, in effect, a new Board or entity to govern the Police Service of Thunder Bay;

Article XV - Service Protection cont'd

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

(c) That where a dispute arises under Item 15.01 (a) and Item 15.01 (b), and a satisfactory settlement cannot be reached the matter in dispute may be submitted by the Board or the Association to Arbitration.

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

15.03 Seniority shall terminate and a member shall cease to be employed by the Thunder Bay Police Services when the member:

- a) voluntarily leaves the employ of the Thunder Bay Police Service
- b) is discharged and is not reinstated through the grievance or arbitration process
- c) is laid off for a period of twenty-four (24) months
- d) fails to return to work upon termination of an authorized leave of absence
- e) fails to return to work within five (5) calendar days after being recalled from an extended lay-off by notice sent by registered mail.

Article XVI - Legal Indemnification

16.01 – Subject to the other provisions of this Article, a member charged with and finally acquitted of a criminal or statutory offence, because of acts done while in the attempted performance in good faith of his/her duties as a police officer shall be indemnified for the necessary and reasonable legal costs incurred in the defence of such charges. It is understood that “finally acquitted” includes charge(s) which are withdrawn by the Crown Attorney; where the Crown Attorney refuses to proceed with charge(s); or if the charge(s) are stayed (stay of proceedings) where no guilt is proven. For the avoidance of doubt, it is further understood that “finally acquitted” means no finding of guilt on any criminal or statutory offence arising from the same set of facts or transactions giving rise to the charge(s).

16.02 – Notwithstanding clause 16.01, the Board may refuse payment otherwise authorized under clause 16.01 where the actions of the officer from which the charges arose amounted to a dereliction of duty or abuse of his/her powers as a police officer.

Article XVI - Legal Indemnification cont'd

16.03 a) – Where a Sworn Member is a defendant in a civil action for damages because of acts done in the attempted performance in good faith of duties as a police officer, the officer shall be indemnified for the necessary and reasonable legal costs incurred in the defence of such an action in the following circumstances only: (i) where the Board is not joined in the action as a party under the Police Services Act, and the Board does not defend the action and the sworn member as joint tortfeasors at the Board's expense. (ii) Where the Board is joined as a party or elects to defend the action, but the solicitor retained on behalf of the Board and the Sworn Member is of the view that it would be improper to act for both the Board and the Sworn Member in that action.

16.04 – Where a member is personally the subject of an inquiry (not a witness) before the Ontario Civilian Commission on Police Services pursuant to section 22(1) (e) of the Police Services Act, the member shall be indemnified for any necessary and reasonable legal costs arising directly from being named in the inquiry, for any acts that occurred while on duty in the attempted performance in good faith of his/her duties as a police officer.

16.05 – Where during an inquest under the Coroners Act a member's conduct is called into question because of acts done while on duty and in good faith, the member shall be indemnified for any necessary and reasonable legal costs directly arising from the protection of the members' interest at such inquiry, but only if

- i) the Chief of Police or the Board does not provide counsel to represent the Service, at the Board's expense; or
- ii) in the opinion of counsel retained by the Chief of Police or the Board to represent the Force, it would be improper for him to represent the member and the Chief and/or the Board before the inquiry.

16.06 – Where a member intends to apply to the Board for indemnification hereunder, the member shall, within ten (10) days of being charged or receiving notice of other legal proceedings covered herein, apply to the Chief of Police or designate, in writing.

16.07 – The Chief of Police agrees that legal counsel shall be provided, at the Board's expense, for the initial consultation only, to a member who as a result of his/her police duties may be directly or indirectly involved in an occurrence investigated by the Special Investigations Unit. The Association agrees that members will use the services of local legal counsel for the initial consultation unless the Chief of Police authorizes the use of out-of-town legal counsel.

16.08 – For greater clarity, members shall not be indemnified for legal costs arising from;

- a) Grievances or complaints under the collective agreement, the Police Services Act or any other statutory legislation.

Article XVI - Legal Indemnification cont'd

- b) The actions or omissions of members acting in the ir capacity as private citizens
- c) Proceedings and discipline charges under the Police Services Act and regulations except hearings before the Commission as provided for in clause 16.04 of this agreement.
- d) If acting in bad faith

16.09 – For the purpose of this provision, “necessary and reasonable legal costs” if needed, shall be determined in the first instance, by the Board’s solicitor.

16.10 – In the case of disagreement about, “necessary and reasonable legal costs” the Board may require the account submitted by legal counsel to be submitted to Assessment by an Assessment Office of the Court. In any such case, the Association and individual member shall co-operate in submitting to the Assessment.

Article XVII - Grievance Procedure

17.01 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 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.

Article XVII - Grievance Procedure cont'd

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.

17.02 Policy Grievance

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

17.03 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 XVIII - Workplace Safety Insurance Board

- 18.01 Where a member of the Police Service is injured in any place in the execution of their work duty, whether at the time of such injury, such member was or was not on duty, such injury shall be reported to the Workplace Safety Insurance Board (WSIB), and the Board shall pay compensation in accordance with the decision of the said WSIB.
- 18.02 In the case of a member of the Police who is awarded Workplace Safety Insurance Benefits, 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 XIX - Shift Differentials

- 19.01 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 three hundred dollars (**\$300.00**)
 - (b) Members who work a modified two (2) shift Schedule between the hours of 10:00 a.m. and 6:00 p.m. and/or 6:00 p.m. and 2:00 a.m. shall receive an annual shift premium of four hundred dollars (**\$400.00**)
 - (c) Members who work a three (3) shift Schedule shall be paid an annual shift premium of five hundred dollars (**\$500.00**)

Effective January 1, 2005 Sworn members holding the rank of First Class Constable or below who work a three (3) shift Schedule shall be paid an annual shift premium of six hundred dollars (**\$600.00**)

Effective January 1, 2008 Sworn members holding the rank of First Class Constable with less than eight (8) years service, or the rank of Second Class Constable or below, who work a three (3) shift Schedule shall be paid an annual shift premium of six hundred dollars (\$600.00)

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. Shift differential shall also be pro-rated for any absent time except for annual leave and casual sick time not exceeding 6 days. For greater clarity, if a member was absent due to injury for 3 weeks in one year, their respective shift differential would be reduced by 3/52nds.

- 19.02 Payment will be made in the last pay period in November of each year.

Article XX - Supplementary Pension Benefits

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

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

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

1. A supplementary pension payable in full at sixty (60) years of age, to provide that the total pension payable from the Ontario Municipal Employees Retirement System and any former pension plans is equal to 2% of the highest average 60 consecutive months' earnings multiplied by his years of credited service at retirement to a maximum of thirty-five (35) 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 20.01 Section 2, subsection (a) but refuses to elect to apply for disability pension, to submit to medical examinations by two qualified medical practitioners, one selected by the Board, the other by the member. When so ordered the member must submit to the medical examinations and ensure that the results are forwarded forthwith to the Board who will, based on the findings, place the member on retirement if applicable; or,
 - c) The member has completed thirty (30) years of service with the Board.
 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 XXI - Bank Time Provision

- 21.01 (a) Effective January 01, 2005, all sworn members shall be required to bank the first twenty-four (24) hours of overtime earned each calendar year, after the overtime rates are calculated including any time for call-out, court attendance, legal proceedings, and work on Statutory Holidays. This banked time shall be granted to employees in non-cashable time off. Sworn members will be allowed to bank an additional twenty-four (24) voluntary overtime hours, after the overtime rates are calculated.
- (b) The member's immediate supervisor may grant time off. The appropriate Branch Commander must give final approval to advanced bank time requests.
- (c) Lieu time must be taken during the calendar year it was incurred or no later than March 31st of the following year. Any exception to this date must be approved by the appropriate Branch Commander. Any time not taken shall be scheduled as time off by the member's supervisor who shall provide the member with two (2) choices.
- (d) Overtime that exceeds the maximum bank of forty-eight (48) combined hours shall be paid out and not be banked. Sworn members shall be permitted to refresh the twenty-four (24) voluntary overtime hour bank. This voluntary bank is not subject to clause (c) above.
- (e) All hours banks as lieu time, except as outlined below, must be taken as lieu time and will not be paid out.
- (f) The Chief of Police may at his sole discretion, agree to a request from a member suffering from financial hardship, for a payout of the bank or a portion of the bank.
- (g) If a Sworn member with a bank of lieu time dies, the balance of lieu time banked will be paid to the beneficiary/estate of the member.
- (h) Effective the first day of the first month following ratification of the 2006 – 2010 Uniform Collective Agreement, Article XXI is deleted.

Article XXII- Term of Agreement

- 22.01 This Agreement shall remain in full force and effect for four (4) years from January 1, 2007 to December 31, 2010, and from year to year thereafter, unless either party gives notice in writing not more than 90 days and not less than 30 days previous to the expiration of the said Agreement of its desire to alter, or terminate the same. Provided however, that any benefits payable under this Agreement shall be payable only to members in the bargaining unit who are in the employ of the Board on the date of execution of the Agreement by the Board, unless a member has retired or had died while in the employ of the Board during the term of this Agreement, in which cases, the said benefits shall apply. Any notice requiring

alteration of the Agreement shall set out the alteration requested within fifteen (15) days following the written service of notice.

SCHEDULE "A"

| | | | | |
|------------------|-------------|--|-----------|-------------|
| January 1 | 2007 | | | |
| | | | | |
| Staff Sgt | | | Annual | \$96,331.32 |
| 23 years+ | | | Monthly | \$ 8,027.61 |
| Year 3 – 125% | | | Bi-weekly | \$ 3,705.05 |
| | | | Hourly | \$ 46.3131 |
| | | | | |
| Staff Sgt | | | Annual | \$92,092.74 |
| 23 years + | | | Monthly | \$ 7,674.40 |
| Year 2– 119.5% | | | Bi-weekly | \$ 3,542.03 |
| | | | Hourly | \$ 44.2754 |
| | | | | |
| Staff Sgt | | | Annual | \$88,624.82 |
| 23 years + | | | Monthly | \$ 7,385.40 |
| Year 1-115% | | | Bi-weekly | \$ 3,408.65 |
| | | | Hourly | \$ 42.6081 |
| | | | | |
| Staff Sgt | | | Annual | \$93,604.96 |
| 17-22 years | | | Monthly | \$ 7,800.41 |
| Year 3– 125% | | | Bi-weekly | \$ 3,600.19 |
| | | | Hourly | \$ 45.0024 |
| | | | | |
| Staff Sgt | | | Annual | \$89,486.35 |
| 17-22 years | | | Monthly | \$ 7,457.20 |
| Year 2– 119.5% | | | Bi-weekly | \$ 3,441.78 |
| | | | Hourly | \$ 43.0223 |
| | | | | |
| Staff Sgt | | | Annual | \$86,116.57 |
| 17-22 years | | | Monthly | \$ 7,176.38 |
| Year 1 – 115% | | | Bi-weekly | \$ 3,312.18 |
| | | | Hourly | \$ 41.4022 |
| | | | | |
| Staff Sgt | | | Annual | \$92,696.18 |
| 10-16 years | | | Monthly | \$ 7,724.68 |
| Year 3 – 125% | | | Bi-weekly | \$ 3,565.24 |
| | | | Hourly | \$ 44.5655 |
| | | | | |
| Staff Sgt | | | Annual | \$88,617.55 |
| 10-16 years | | | Monthly | \$ 7,384.80 |
| Yr 2 – 119.5% | | | Bi-weekly | \$ 3,408.37 |
| | | | Hourly | \$ 42.6046 |
| | | | | |

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|------------------|-------------|--|-----------|-------------|
| January 1 | 2007 | | | |
| | | | | |
| Staff Sgt | | | Annual | \$85,280.48 |
| 10-16 years | | | Monthly | \$ 7,106.71 |
| Year 1 – 115% | | | Bi-weekly | \$ 3,280.02 |
| | | | Hourly | \$ 41.0002 |
| | | | | |
| | | | | |
| | | | | |
| Sergeant | | | Annual | \$86,698.19 |
| 23 years + | | | Monthly | \$ 7,224.85 |
| Yr 3 – 112.5% | | | Bi-weekly | \$ 3,334.55 |
| | | | Hourly | \$ 41.6818 |
| | | | | |
| Sergeant | | | Annual | \$84,386.24 |
| 23 years + | | | Monthly | \$ 7,032.19 |
| Yr 2 – 109.5% | | | Bi-weekly | \$ 3,245.62 |
| | | | Hourly | \$ 40.5703 |
| | | | | |
| Sergeant | | | Annual | \$82,844.94 |
| 23 years + | | | Monthly | \$ 6,903.74 |
| Yr 1 – 107.5% | | | Bi-weekly | \$ 3,186.34 |
| | | | Hourly | \$ 39.8293 |
| | | | | |
| | | | | |
| Sergeant | | | Annual | \$84,244.47 |
| 17-22 years | | | Monthly | \$ 7,020.37 |
| Yr 3 – 112.5% | | | Bi-weekly | \$ 3,240.17 |
| | | | Hourly | \$ 40.5021 |
| | | | | |
| Sergeant | | | Annual | \$81,997.95 |
| 17-22 years | | | Monthly | \$ 6,833.16 |
| Yr 2 – 109.5% | | | Bi-weekly | \$ 3,153.77 |
| | | | Hourly | \$ 39.4221 |
| | | | | |
| Sergeant | | | Annual | \$80,500.27 |
| 17-22 years | | | Monthly | \$ 6,708.36 |
| Yr 1 – 107.5% | | | Bi-weekly | \$ 3,096.16 |
| | | | Hourly | \$ 38.7021 |
| | | | | |
| Sergeant | | | Annual | \$83,426.56 |
| 10-16 years | | | Monthly | \$ 6,952.21 |
| Yr 3 – 112.5% | | | Bi-weekly | \$ 3,208.71 |
| | | | Hourly | \$ 40.1089 |

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|----------------------|-------------|--|-----------|-------------|
| January 1 | 2007 | | | |
| | | | | |
| | | | | |
| Sergeant | | | Annual | \$81,201.85 |
| 10-16 years | | | Monthly | \$ 6,766.82 |
| Yr 2 – 109.5% | | | Bi-weekly | \$ 3,123.15 |
| | | | Hourly | \$ 39.0394 |
| | | | | |
| Sergeant | | | Annual | \$79,718.71 |
| 10-16 years | | | Monthly | \$ 6,643.23 |
| Yr 1 – 107.5% | | | Bi-weekly | \$ 3,066.10 |
| | | | Hourly | \$ 38.3263 |
| | | | | |
| Sr Constable | | | Annual | \$77,065.06 |
| 23 years + | | | Monthly | \$ 6,422.09 |
| 106% | | | Bi-weekly | \$ 2,964.04 |
| | | | Hourly | \$ 37.0505 |
| | | | | |
| Sr Constable | | | Annual | \$74,883.97 |
| 17 – 22 years | | | Monthly | \$ 6,240.33 |
| 103% | | | Bi-weekly | \$ 2,880.15 |
| | | | Hourly | \$ 36.0019 |
| | | | | |
| Sr Constable | | | Annual | \$74,156.94 |
| 10 – 16 years | | | Monthly | \$ 6,179.75 |
| 102% | | | Bi-weekly | \$ 2,852.19 |
| | | | Hourly | \$ 35.6524 |
| | | | | |
| First Class | | | Annual | \$72,702.89 |
| | | | Monthly | \$ 6,058.57 |
| | | | Bi-weekly | \$ 2,796.26 |
| | | | Hourly | \$ 34.9533 |
| | | | | |
| Second Class | | | Annual | \$59,795.62 |
| | | | Monthly | \$ 4,982.97 |
| | | | Bi-weekly | \$ 2,299.83 |
| | | | Hourly | \$ 28.7479 |
| | | | | |
| Third Class | | | Annual | \$49,829.94 |
| | | | Monthly | \$ 4,152.50 |
| | | | Bi-weekly | \$ 1,916.54 |
| | | | Hourly | \$ 23.9567 |
| | | | | |
| | | | | |
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|-----------------------------|--------------------|--|------------------|-------------|
| January 1 | 2007 | | | |
| | | | | |
| 4th Class | | | Annual | \$41,524.47 |
| 2nd | | | Monthly | \$ 3,460.37 |
| 6 months | | | Bi-weekly | \$ 1,597.10 |
| | | | Hourly | \$ 19.9637 |
| | | | | |
| 4th Class | | | Annual | \$39,269.91 |
| 1st | | | Monthly | \$ 3,272.49 |
| 6 months | | | Bi-weekly | \$ 1,510.38 |
| | | | Hourly | \$18.8798 |
| | | | | |
| Acting S/Sgt | | | Hourly | |
| | 23+ | | | \$ 42.6081 |
| | 17-22 | | Hourly | \$ 41.4022 |
| | 10 to 16 | | Hourly | \$ 41.0002 |
| | | | | |
| Acting Sgt | 23+ | | Hourly | \$ 39.2735 |
| | 17-22 | | Hourly | \$ 38.1620 |
| | 10 to 16 | | Hourly | \$ 37.7915 |
| | < 10 yrs | | Hourly | \$ 37.0505 |

| Jan. 1 2008 | | | Jan. 1 2009 | | Jan. 1 2010 | |
|----------------------------------|---------|---------------|-------------|--------------|-------------|--------------|
| Staff Sgt 23 yr + Year 2 | Annual | \$ 100,588.08 | Annual | \$104,064.92 | Annual | \$107,446.96 |
| | Monthly | \$ 8,382.34 | Monthly | \$ 8,672.08 | Monthly | \$ 8,953.91 |
| | Bi-wkly | \$ 3,868.77 | Bi-wkly | \$ 4,002.50 | Bi-wkly | \$ 4,132.58 |
| | Hourly | 48.3597 | Hourly | 50.0312 | Hourly | 51.6572 |
| Staff Sgt 23 yr + Year 1 | Annual | \$ 96,459.46 | Annual | \$ 99,793.60 | Annual | \$103,036.82 |
| | Monthly | \$ 8,038.29 | Monthly | \$ 8,316.13 | Monthly | \$ 8,586.40 |
| | Bi-wkly | \$ 3,709.98 | Bi-wkly | \$ 3,838.22 | Bi-wkly | \$ 3,962.95 |
| | Hourly | 46.3747 | Hourly | 47.9777 | Hourly | 49.5369 |
| Staff Sgt 17 - 22 Year 2 | Annual | \$ 98,336.11 | Annual | \$101,735.11 | Annual | \$105,041.43 |
| | Monthly | \$ 8,194.68 | Monthly | \$ 8,477.93 | Monthly | \$ 8,753.45 |
| | Bi-wkly | \$ 3,782.16 | Bi-wkly | \$ 3,912.89 | Bi-wkly | \$ 4,040.05 |
| | Hourly | 47.2770 | Hourly | 48.9111 | Hourly | 50.5007 |
| Staff Sgt 17 - 22 Year 1 | Annual | \$ 94,207.49 | Annual | \$ 97,463.79 | Annual | \$100,631.29 |
| | Monthly | \$ 7,850.62 | Monthly | \$ 8,121.98 | Monthly | \$ 8,385.94 |
| | Bi-wkly | \$ 3,623.37 | Bi-wkly | \$ 3,748.61 | Bi-wkly | \$ 3,870.43 |
| | Hourly | 45.2921 | Hourly | 46.8576 | Hourly | 48.3804 |
| Staff Sgt 8 - 16 yr Year 2 | Annual | \$ 96,084.13 | Annual | \$ 99,405.30 | Annual | \$102,635.90 |
| | Monthly | \$ 8,007.01 | Monthly | \$ 8,283.78 | Monthly | \$ 8,552.99 |
| | Bi-wkly | \$ 3,695.54 | Bi-wkly | \$ 3,823.28 | Bi-wkly | \$ 3,947.53 |
| | Hourly | 46.1943 | Hourly | 47.7910 | Hourly | 49.3442 |
| Staff Sgt 8 - 16 yr Year 1 | Annual | \$ 91,955.52 | Annual | \$ 95,133.98 | Annual | \$ 98,225.76 |
| | Monthly | \$ 7,662.96 | Monthly | \$ 7,927.83 | Monthly | \$ 8,185.48 |
| | Bi-wkly | \$ 3,536.75 | Bi-wkly | \$ 3,659.00 | Bi-wkly | \$ 3,777.91 |
| | Hourly | 44.2094 | Hourly | 45.7375 | Hourly | 47.2239 |
| Sergeant 23 yr + Year 2 | Annual | \$ 91,204.86 | Annual | \$ 94,357.38 | Annual | \$ 97,423.92 |
| | Monthly | \$ 7,600.41 | Monthly | \$ 7,863.11 | Monthly | \$ 8,118.66 |
| | Bi-wkly | \$ 3,507.88 | Bi-wkly | \$ 3,629.13 | Bi-wkly | \$ 3,747.07 |
| | Hourly | 43.8485 | Hourly | 45.3641 | Hourly | 46.8384 |
| Sergeant 23 yr + Year 1 | Annual | \$ 88,952.89 | Annual | \$ 92,027.56 | Annual | \$ 95,018.39 |
| | Monthly | \$ 7,412.74 | Monthly | \$ 7,668.96 | Monthly | \$ 7,918.20 |
| | Bi-wkly | \$ 3,421.26 | Bi-wkly | \$ 3,539.52 | Bi-wkly | \$ 3,654.55 |
| | Hourly | 42.7658 | Hourly | 44.2440 | Hourly | 45.6819 |
| Sergeant 17 - 22 Year 2 | Annual | \$ 88,952.89 | Annual | \$ 92,027.56 | Annual | \$ 95,018.39 |
| | Monthly | \$ 7,412.74 | Monthly | \$ 7,668.96 | Monthly | \$ 7,918.20 |
| | Bi-wkly | \$ 3,421.26 | Bi-wkly | \$ 3,539.52 | Bi-wkly | \$ 3,654.55 |
| | Hourly | \$ 42.7658 | Hourly | \$ 44.2440 | Hourly | \$ 45.68 |

| Jan. 1 2008 | | | Jan. 1 2009 | | | Jan. 1 2010 | | |
|--|---------|--------------|--------------------|--------------|---------|--------------------|--|--|
| Sergeant 17 - 22 Year 1 | Annual | \$ 86,700.92 | Annual | \$ 89,697.75 | Annual | \$ 92,612.86 | | |
| | Monthly | \$ 7,225.08 | Monthly | \$ 7,474.81 | Monthly | \$ 7,717.74 | | |
| | Bi-wkly | \$ 3,334.65 | Bi-wkly | \$ 3,449.91 | Bi-wkly | \$ 3,562.03 | | |
| | Hourly | 41.6831 | Hourly | 43.1239 | Hourly | 44.5254 | | |
| Sergeant 8 - 16 yr Year 2 | Annual | \$ 86,700.92 | Annual | \$ 89,697.75 | Annual | \$ 92,612.86 | | |
| | Monthly | \$ 7,225.08 | Monthly | \$ 7,474.81 | Monthly | \$ 7,717.74 | | |
| | Bi-wkly | \$ 3,334.65 | Bi-wkly | \$ 3,449.91 | Bi-wkly | \$ 3,562.03 | | |
| | Hourly | 41.6831 | Hourly | 43.1239 | Hourly | 44.5254 | | |
| Sergeant 8 - 16 yr Year 1 | Annual | \$ 84,448.95 | Annual | \$ 87,367.94 | Annual | \$ 90,207.33 | | |
| | Monthly | \$ 7,037.41 | Monthly | \$ 7,280.66 | Monthly | \$ 7,517.28 | | |
| | Bi-wkly | \$ 3,248.04 | Bi-wkly | \$ 3,360.31 | Bi-wkly | \$ 3,469.51 | | |
| | Hourly | 40.6005 | Hourly | 42.0038 | Hourly | 43.3689 | | |
| 1 st Class 23+ | Annual | \$ 81,821.64 | Annual | \$ 84,649.83 | Annual | \$ 87,400.88 | | |
| | Monthly | \$ 6,818.47 | Monthly | \$ 7,054.15 | Monthly | \$ 7,283.41 | | |
| | Bi-wkly | \$ 3,146.99 | Bi-wkly | \$ 3,255.76 | Bi-wkly | \$ 3,361.57 | | |
| | Hourly | \$ 39.3373 | Hourly | \$ 40.6970 | Hourly | \$ 42.0197 | | |
| 1 st Class 17 – 22 | Annual | \$ 79,569.67 | Annual | \$ 82,320.01 | Annual | \$ 84,995.35 | | |
| | Monthly | \$ 6,630.81 | Monthly | \$ 6,860.00 | Monthly | \$ 7,082.95 | | |
| | Bi-wkly | \$ 3,060.37 | Bi-wkly | \$ 3,166.15 | Bi-wkly | \$ 3,269.05 | | |
| | Hourly | \$ 38.2547 | Hourly | \$ 39.5769 | Hourly | \$ 40.8632 | | |
| 1 st Class 8 to 16 | Annual | \$ 77,317.70 | Annual | \$ 79,990.20 | Annual | \$ 82,589.83 | | |
| | Monthly | \$ 6,443.14 | Monthly | \$ 6,665.85 | Monthly | \$ 6,882.49 | | |
| | Bi-wkly | \$ 2,973.76 | Bi-wkly | \$ 3,076.55 | Bi-wkly | \$ 3,176.53 | | |
| | Hourly | \$ 37.1720 | Hourly | \$ 38.4568 | Hourly | \$ 39.7066 | | |
| 1 st Class < 8 yrs | Annual | \$ 75,065.73 | Annual | 77660.39 | Annual | 80184.30 | | |
| | Monthly | \$ 6,255.48 | Monthly | 6471.70 | Monthly | 6682.02 | | |
| | Bi-wkly | \$ 2,887.14 | Bi-wkly | 2986.94 | Bi-wkly | 3084.01 | | |
| | Hourly | \$ 36.0893 | Hourly | 37.3367 | Hourly | 38.5501 | | |
| 2 nd Class | Annual | \$ 61,738.98 | Annual | 63872.98 | Annual | 65948.86 | | |
| | Monthly | \$ 5,144.91 | Monthly | 5322.75 | Monthly | 5495.74 | | |
| | Bi-wkly | \$ 2,374.58 | Bi-wkly | 2456.65 | Bi-wkly | 2536.49 | | |
| | Hourly | \$ 29.6822 | Hourly | 30.7082 | Hourly | 31.7062 | | |
| 3 rd Class | Annual | \$ 51,449.41 | Annual | 53227.77 | Annual | 54957.68 | | |
| | Monthly | \$ 4,287.45 | Monthly | 4435.65 | Monthly | 4579.81 | | |
| | Bi-wkly | \$ 1,978.82 | Bi-wkly | 2047.22 | Bi-wkly | 2113.76 | | |
| | Hourly | \$ 24.7353 | Hourly | 25.5903 | Hourly | 26.4220 | | |
| 4 th Class 2 nd 6 mo. | Annual | \$ 42,874.02 | Annual | 44355.94 | Annual | 45797.51 | | |
| | Monthly | \$ 3,572.83 | Monthly | 3696.33 | Monthly | 3816.46 | | |
| | Bi-wkly | \$ 1,649.00 | Bi-wkly | 1706.00 | Bi-wkly | 1761.44 | | |
| | Hourly | \$ 20.6125 | Hourly | 21.3250 | Hourly | 22.0180 | | |

| Jan. 1 2008 | | | Jan. 1 2009 | | | Jan. 1 2010 | | |
|-------------------------------------|----------|---------|--------------------|-------------------------------------|-------------|--------------------|-------------|--|
| 4 th Class | | Annual | \$ 40,546.19 | Annual | 41947.75 | Annual | 43311.06 | |
| 1 st 6 mo | | Monthly | \$ 3,378.85 | Monthly | 3495.65 | Monthly | 3609.25 | |
| | | Bi-wkly | \$ 1,559.47 | Bi-wkly | 1613.38 | Bi-wkly | 1665.81 | |
| | | Hourly | \$ 19.4934 | Hourly | 20.1672 | Hourly | 20.8226 | |
| Municipal Policing Allowance | | | | Municipal Policing Allowance | | | | |
| 23 yrs + | | Annual | \$ 6,755.92 | Annual | \$ 6,989.44 | Annual | \$ 7,216.59 | |
| 9% | | Monthly | \$ 562.99 | Monthly | \$ 582.45 | Monthly | \$ 601.38 | |
| | | Bi-wkly | \$ 259.84 | Bi-wkly | \$ 268.82 | Bi-wkly | \$ 277.56 | |
| | | Hourly | 3.2480 | Hourly | 3.3603 | Hourly | 3.4695 | |
| 17 - 22 yr | | Annual | \$ 4,503.94 | Annual | \$ 4,659.62 | Annual | \$ 4,811.06 | |
| 6% | | Monthly | \$ 375.33 | Monthly | \$ 388.30 | Monthly | \$ 400.92 | |
| | | Bi-wkly | \$ 173.23 | Bi-wkly | \$ 179.22 | Bi-wkly | \$ 185.04 | |
| | | Hourly | 2.1654 | Hourly | 2.2402 | Hourly | 2.3130 | |
| 8 - 16 yr | | Annual | \$ 2,251.97 | Annual | \$ 2,329.81 | Annual | \$ 2,405.53 | |
| 3% | | Monthly | \$ 187.66 | Monthly | \$ 194.15 | Monthly | \$ 200.46 | |
| | | Bi-wkly | \$ 86.61 | Bi-wkly | \$ 89.61 | Bi-wkly | \$ 92.52 | |
| | | Hourly | 1.0827 | Hourly | 1.1201 | Hourly | 1.1565 | |
| A S/Sgt | 23+ | Hourly | 45.6530 | Hourly | 47.2310 | Hourly | 48.7659 | |
| | 17 to 22 | Hourly | 44.5703 | Hourly | 46.1109 | Hourly | 47.6094 | |
| | 8 to 16 | Hourly | 43.4876 | Hourly | 44.9908 | Hourly | 46.4529 | |
| A Sgt | 23+ | Hourly | 42.0440 | Hourly | 43.4973 | Hourly | 44.9109 | |
| | 17 to 22 | Hourly | 40.9613 | Hourly | 42.3772 | Hourly | 43.7544 | |
| | 8 to 16 | Hourly | 39.8787 | Hourly | 41.2571 | Hourly | 42.5979 | |

SCHEDULE "B"

SERVICE PAY

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

Service pay shall be granted on the following basis:

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

Effective January 1, 2005, Sworn members holding the rank of First Class Constable or below shall be granted Service pay on the following basis:

\$100.00 per year after 5 years' service
200.00 per year after 10 years' service
300.00 per year after 15 years' service
400.00 per year after 20 years' service
500.00 per year after 25 years' service
600.00 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.

Effective July 1, 2005 eliminate Service Pay for all Sworn members holding the rank of Senior Constable or higher. Effective January 1, 2008 eliminate Service Pay for all Sworn members.

SCHEDULE "C"

Identification First Class Constable - January 1, 2007

| | | ANNUAL | MONTH | BI-WKLY | HRLY |
|--------|-------|-------------|------------|------------|-----------|
| STEP 1 | 1.005 | \$73,066.40 | \$6,088.87 | \$2,810.25 | \$35.1281 |
| STEP 2 | 1.01 | \$73,429.91 | \$6,119.16 | \$2,824.23 | \$35.3028 |
| STEP 3 | 1.015 | \$73,793.43 | \$6,149.45 | \$2,838.21 | \$35.4776 |
| STEP 4 | 1.02 | \$74,156.94 | \$6,179.75 | \$2,852.19 | \$35.6524 |
| STEP 5 | 1.025 | \$74,520.46 | \$6,210.04 | \$2,866.17 | \$35.8271 |
| STEP 6 | 1.03 | \$74,883.97 | \$6,240.33 | \$2,880.15 | \$36.0019 |

Identification Senior Constable 10 – 16 yrs January 1, 2007

| | | ANNUAL | MONTH | BI-WKLY | HRLY |
|--------|-------|-------------|------------|------------|-----------|
| STEP 1 | 1.005 | \$74,527.73 | \$6,210.64 | \$2,866.45 | \$35.8306 |
| STEP 2 | 1.01 | \$74,898.51 | \$6,241.54 | \$2,880.71 | \$36.0089 |
| STEP 3 | 1.015 | \$75,269.30 | \$6,272.44 | \$2,894.97 | \$36.1872 |
| STEP 4 | 1.02 | \$75,640.08 | \$6,303.34 | \$2,909.23 | \$36.3654 |
| STEP 5 | 1.025 | \$76,010.87 | \$6,334.24 | \$2,923.49 | \$36.5437 |
| STEP 6 | 1.03 | \$76,381.65 | \$6,365.14 | \$2,937.76 | \$36.7219 |

Identification Senior Constable 17 – 22 yrs January 1, 2007

| | | ANNUAL | MONTH | BI-WKLY | HRLY |
|--------|-------|-------------|------------|------------|-----------|
| STEP 1 | 1.005 | \$75,258.39 | \$6,271.53 | \$2,894.55 | \$36.1819 |
| STEP 2 | 1.01 | \$75,632.81 | \$6,302.73 | \$2,908.95 | \$36.3619 |
| STEP 3 | 1.015 | \$76,007.23 | \$6,333.94 | \$2,923.36 | \$36.5419 |
| STEP 4 | 1.02 | \$76,381.65 | \$6,365.14 | \$2,937.76 | \$36.7219 |
| STEP 5 | 1.025 | \$76,756.07 | \$6,396.34 | \$2,952.16 | \$36.9020 |
| STEP 6 | 1.03 | \$77,130.49 | \$6,427.54 | \$2,966.56 | \$37.0820 |

Identification Senior Constable 23+ January 1, 2007

| | | ANNUAL | MONTH | BI-WKLY | HRLY |
|--------|-------|-------------|------------|------------|-----------|
| STEP 1 | 1.005 | \$77,450.38 | \$6,454.20 | \$2,978.86 | \$37.2358 |
| STEP 2 | 1.01 | \$77,835.71 | \$6,486.31 | \$2,993.68 | \$37.4210 |
| STEP 3 | 1.015 | \$78,221.03 | \$6,518.42 | \$3,008.50 | \$37.6063 |
| STEP 4 | 1.02 | \$78,606.36 | \$6,550.53 | \$3,023.32 | \$37.7915 |
| STEP 5 | 1.025 | \$78,991.68 | \$6,582.64 | \$3,038.14 | \$37.9768 |
| STEP 6 | 1.03 | \$79,377.01 | \$6,614.75 | \$3,052.96 | \$38.1620 |

Identification Sergeant 23+- January 1, 2007

| | | ANNUAL | MONTH | BI-WKLY | HRLY |
|--------|-------|-------------|------------|------------|-----------|
| STEP 1 | 1.005 | \$87,131.68 | \$7,260.97 | \$3,351.22 | \$41.8902 |
| STEP 2 | 1.01 | \$87,565.17 | \$7,297.10 | \$3,367.89 | \$42.0986 |
| STEP 3 | 1.015 | \$87,998.66 | \$7,333.22 | \$3,384.56 | \$42.3070 |
| STEP 4 | 1.02 | \$88,432.15 | \$7,369.35 | \$3,401.24 | \$42.5155 |
| STEP 5 | 1.025 | \$88,865.65 | \$7,405.47 | \$3,417.91 | \$42.7239 |
| STEP 6 | 1.03 | \$89,299.14 | \$7,441.59 | \$3,434.58 | \$42.9323 |

Identification 1st Class < 8 yr - January 1, 2008

| | | ANNUAL | MONTH | BI-WKLY | HRLY |
|--------|------|--------------|-------------|-------------|---------|
| STEP 1 | 1.01 | \$ 75,816.40 | \$ 6,318.03 | \$ 2,916.02 | 36.4502 |
| STEP 2 | 1.02 | \$ 76,567.06 | \$ 6,380.59 | \$ 2,944.89 | 36.8111 |
| STEP 3 | 1.03 | \$ 77,317.72 | \$ 6,443.14 | \$ 2,973.76 | 37.1720 |

Identification 1st Class 8 - 16 yr - January 1, 2008

| | | ANNUAL | MONTH | BI-WKLY | HRLY |
|--------|------|--------------|-------------|-------------|---------|
| STEP 1 | 1.01 | \$ 78,068.42 | \$ 6,505.70 | \$ 3,002.63 | 37.5329 |
| STEP 2 | 1.02 | \$ 78,819.07 | \$ 6,568.26 | \$ 3,031.50 | 37.8938 |
| STEP 3 | 1.03 | \$ 79,569.73 | \$ 6,630.81 | \$ 3,060.37 | 38.2547 |

Identification 1st Class 17-22 yr - January 1, 2008

| | | ANNUAL | MONTH | BI-WKLY | HRLY |
|--------|------|--------------|-------------|-------------|---------|
| STEP 1 | 1.01 | \$ 80,320.43 | \$ 6,693.37 | \$ 3,089.25 | 38.6156 |
| STEP 2 | 1.02 | \$ 81,071.09 | \$ 6,755.92 | \$ 3,118.12 | 38.9765 |
| STEP 3 | 1.03 | \$ 81,821.75 | \$ 6,818.48 | \$ 3,146.99 | 39.3374 |

Identification 1st Class 23+ yr - January 1, 2008

| | | ANNUAL | MONTH | BI-WKLY | HRLY |
|--------|------|--------------|-------------|-------------|---------|
| STEP 1 | 1.01 | \$ 82,572.24 | \$ 6,881.02 | \$ 3,175.86 | 39.6982 |
| STEP 2 | 1.02 | \$ 83,322.90 | \$ 6,943.57 | \$ 3,204.73 | 40.0591 |
| STEP 3 | 1.03 | \$ 84,073.56 | \$ 7,006.13 | \$ 3,233.60 | 40.4200 |

Identification Sgt 23+ step 1 - January 1, 2008

| | | ANNUAL | MONTH | BI-WKLY | HRLY |
|--------|------|--------------|-------------|-------------|---------|
| STEP 1 | 1.01 | \$ 89,774.80 | \$ 7,481.23 | \$ 3,452.88 | 43.1610 |
| STEP 2 | 1.02 | \$ 90,596.77 | \$ 7,549.73 | \$ 3,484.49 | 43.5561 |
| STEP 3 | 1.03 | \$ 91,418.74 | \$ 7,618.23 | \$ 3,516.11 | 43.9513 |

Identification Sgt 23+ Step 2
January 1, 2008

| | | ANNUAL | MONTH | BI-WKLY | HRLY |
|--------|------|--------------|-------------|-------------|---------|
| STEP 1 | 1.01 | \$ 92,049.29 | \$ 7,670.77 | \$ 3,540.36 | 44.2545 |
| STEP 2 | 1.02 | \$ 92,893.78 | \$ 7,741.15 | \$ 3,572.84 | 44.6605 |
| STEP 3 | 1.03 | \$ 93,738.27 | \$ 7,811.52 | \$ 3,605.32 | 45.0665 |

Identification First < 8 yr - Jan 1, 2009

| | 10-16 yrs | ANNUAL | MONTH | BI-WKLY | HRLY |
|--------|-----------|--------------|-------------|-------------|-----------|
| STEP 1 | 1.01 | \$ 78,436.94 | \$ 6,536.41 | \$ 3,016.81 | 37.710067 |
| STEP 2 | 1.02 | \$ 79,213.54 | \$ 6,601.13 | \$ 3,046.67 | 38.083434 |
| STEP 3 | 1.03 | \$ 79,990.15 | \$ 6,665.85 | \$ 3,076.54 | 38.456801 |

Identification First 8 – 16 yr - Jan 1, 09

| | | ANNUAL | MONTH | BI-WKLY | HRLY |
|--------|------|--------------|-------------|-------------|---------|
| STEP 1 | 1.01 | \$ 80,766.75 | \$ 6,730.56 | \$ 3,106.41 | 38.8302 |
| STEP 2 | 1.02 | \$ 78,819.07 | \$ 6,568.26 | \$ 3,031.50 | 37.8938 |
| STEP 3 | 1.03 | \$ 82,319.95 | \$ 6,860.00 | \$ 3,166.15 | 39.5769 |

Identification First 17-22 yr - Jan 1, 09

| | | ANNUAL | MONTH | BI-WKLY | HRLY |
|--------|------|--------------|-------------|-------------|---------|
| STEP 1 | 1.01 | \$ 83,096.56 | \$ 6,924.71 | \$ 3,196.02 | 39.9503 |
| STEP 2 | 1.02 | \$ 83,873.16 | \$ 6,989.43 | \$ 3,225.89 | 40.3236 |
| STEP 3 | 1.03 | \$ 84,649.76 | \$ 7,054.15 | \$ 3,255.76 | 40.6970 |

Identification First 23+ Jan 1, 09

| | | ANNUAL | MONTH | BI-WKLY | HRLY |
|--------|------|--------------|-------------|-------------|---------|
| STEP 1 | 1.01 | \$ 85,426.36 | \$ 7,118.86 | \$ 3,285.63 | 41.0704 |
| STEP 2 | 1.02 | \$ 86,202.97 | \$ 7,183.58 | \$ 3,315.50 | 41.4437 |
| STEP 3 | 1.03 | \$ 86,979.57 | \$ 7,248.30 | \$ 3,345.37 | 41.8171 |

Identification Sgt 23+ - Yr 1 Jan 1, 09

| | | ANNUAL | MONTH | BI-WKLY | HRLY |
|--------|--|--------------|-------------|-------------|---------|
| STEP 1 | | \$ 92,877.87 | \$ 7,739.82 | \$ 3,572.23 | 44.6528 |
| STEP 2 | | \$ 93,728.25 | \$ 7,810.69 | \$ 3,604.93 | 45.0617 |
| STEP 3 | | \$ 94,578.63 | \$ 7,881.55 | \$ 3,637.64 | 45.4705 |

Identification Sgt 23+ - Yr 2 Jan 1, 09

| | | Annual | Month | Bi-Weekly | Hourly |
|--------|------|--------------|-------------|-------------|---------|
| STEP 1 | 1.01 | \$ 95,230.98 | \$ 7,935.92 | \$ 3,662.73 | 45.7841 |
| STEP 2 | 1.02 | \$ 96,104.66 | \$ 8,008.72 | \$ 3,696.33 | 46.2042 |
| STEP 3 | 1.03 | \$ 96,978.34 | \$ 8,081.53 | \$ 3,729.94 | 46.6242 |

| | | | | | |
|-----------------------------|-------------|--------|-------|---------|------|
| Identification First < 8 yr | Jan 1, 2010 | | | | |
| | | ANNUAL | MONTH | BI-WKLY | HRLY |
| STEP 1 | 1.01 | | | | |
| STEP 2 | 1.02 | | | | |
| STEP 3 | 1.03 | | | | |

| | | | | | |
|-----------------------------|------------|--------------|-------------|-------------|---------|
| Identification First 8 – 16 | Jan 1/2010 | | | | |
| | | ANNUAL | MONTH | BI-WKLY | HRLY |
| STEP 1 | 1.01 | \$ 83,391.57 | \$ 6,949.30 | \$ 3,207.37 | 40.0921 |
| STEP 2 | 1.02 | \$ 84,193.41 | \$ 7,016.12 | \$ 3,238.21 | 40.4776 |
| STEP 3 | 1.03 | \$ 84,995.25 | \$ 7,082.94 | \$ 3,269.05 | 40.8631 |

| | | | | | |
|----------------------------|--------------|--------------|-------------|-------------|---------|
| Identification First 17-22 | January 1/10 | | | | |
| | | ANNUAL | MONTH | BI-WKLY | HRLY |
| STEP 1 | 1.01 | \$ 85,797.09 | \$ 7,149.76 | \$ 3,299.89 | 41.2486 |
| STEP 2 | 1.02 | \$ 86,598.93 | \$ 7,216.58 | \$ 3,330.73 | 41.6341 |
| STEP 3 | 1.03 | \$ 87,400.77 | \$ 7,283.40 | \$ 3,361.57 | 42.0196 |

| | | | | | |
|--------------------------|--------------|--------------|-------------|-------------|---------|
| Identification First 23+ | January 1/10 | | | | |
| | | ANNUAL | MONTH | BI-WKLY | HRLY |
| STEP 1 | 1.01 | \$ 88,202.61 | \$ 7,350.22 | \$ 3,392.41 | 42.4051 |
| STEP 2 | 1.02 | \$ 89,004.45 | \$ 7,417.04 | \$ 3,423.25 | 42.7906 |
| STEP 3 | 1.03 | \$ 89,806.29 | \$ 7,483.86 | \$ 3,454.09 | 43.1761 |

| | | | | | |
|------------------------|--------|---------------|-------------|-------------|---------|
| Identification Sgt 23+ | Year 2 | January 1/10 | | | |
| | | | ANNUAL | MONTH | BI-WKLY |
| | | | | | HRLY |
| STEP 1 | 1.01 | \$ 98,325.87 | \$ 8,193.82 | \$ 3,781.76 | 47.2721 |
| STEP 2 | 1.02 | \$ 99,227.94 | \$ 8,268.99 | \$ 3,816.46 | 47.7057 |
| STEP 3 | 1.03 | \$ 100,130.01 | \$ 8,344.17 | \$ 3,851.15 | 48.1394 |

Appendix “A” – Uniform Patrol Branch

The Uniform Patrol Branch shall be divided into two (2) platoons comprised of six (6) units each. Each platoon will work a ten (10) hour shift schedule based on a six (6) week rotation and will work three (3) shifts comprised of days, afternoons, and midnights.

The hours of work for each shift are as follows:

Days: 0800 – 1800 hours
 1000 – 2000 hours

Afternoons: 1600 – 0200 hours
 2000 – 0600 hours

Midnights: 2200 – 0800 hours
 0000 – 1000 hours

Commencing January 6, 2008, Units A1, A3, A5, B1, B3, B5 shall work the early shifts while Units A2, A4, A6, B2, B4, B6 shall work the late shifts. After the completion of each six week rotation, each unit shall change and commence the different start/end times.

The members of the Uniform Patrol Branch will work a six (6) week rotation as follows:

Week 1

Week 2

Week 3

| Platoon/ Week | S | M | T | W | T | F | S | S | M | T | W | T | F | S | S | M | T | W | T | F | S |
|------------------|---|---|---|----------|---|---|---|---|---|---|----------|---|---|---|---|---|---|----------|---|---|---|
| A1 | D | D | D | T | R | R | R | R | M | M | M | R | R | A | A | A | A | T | R | R | R |
| A2 | D | D | D | T | R | R | R | R | M | M | M | R | R | A | A | A | A | T | R | R | R |
| A3 | M | M | M | R | R | R | R | R | A | A | A | R | R | D | D | D | D | T | R | R | R |
| A4 | M | M | M | R | R | R | R | R | A | A | A | R | R | D | D | D | D | T | R | R | R |
| A5 | A | A | A | T | R | R | R | R | D | D | D | R | R | M | M | M | M | R | R | R | R |
| A6 | A | A | A | T | R | R | R | R | D | D | D | R | R | M | M | M | M | R | R | R | R |
| B1 | R | R | R | D | D | D | D | D | R | R | R | M | M | R | R | R | R | A | A | A | A |
| B2 | R | R | R | D | D | D | D | D | R | R | R | M | M | R | R | R | R | A | A | A | A |
| B3 | R | R | R | M | M | M | M | M | R | R | T | A | A | R | R | R | R | D | D | D | D |
| B4 | R | R | R | M | M | M | M | M | R | R | T | A | A | R | R | R | R | D | D | D | D |
| B5 | R | R | R | A | A | A | A | A | R | R | T | D | D | R | R | R | R | M | M | M | M |
| B6 | R | R | R | A | A | A | A | A | R | R | T | D | D | R | R | R | R | M | M | M | M |

Week 4**Week 5****Week 6**

| Platoon/ Week | S | M | T | W | T | F | S | S | M | T | W | T | F | S | S | M | T | W | T | F | S |
|------------------|---|---|---|----------|---|---|---|---|---|---|----------|---|---|---|---|---|---|----------|---|---|---|
| A1 | R | D | D | D | R | R | M | M | M | M | R | R | R | R | R | A | A | A | R | R | D |
| A2 | R | D | D | D | R | R | M | M | M | M | R | R | R | R | R | A | A | A | R | R | D |
| A3 | R | M | M | M | R | R | A | A | A | A | T | R | R | R | R | D | D | D | R | R | M |
| A4 | R | M | M | M | R | R | A | A | A | A | T | R | R | R | R | D | D | D | R | R | M |
| A5 | R | A | A | A | R | R | D | D | D | D | T | R | R | R | R | M | M | M | R | R | A |
| A6 | R | A | A | A | R | R | D | D | D | D | T | R | R | R | R | M | M | M | R | R | A |
| B1 | A | R | R | T | D | D | R | R | R | R | M | M | M | M | M | R | R | T | A | A | R |
| B2 | A | R | R | T | D | D | R | R | R | R | M | M | M | M | M | R | R | T | A | A | R |
| B3 | D | R | R | R | M | M | R | R | R | R | A | A | A | A | A | R | R | T | D | D | R |
| B4 | D | R | R | R | M | M | R | R | R | R | A | A | A | A | A | R | R | T | D | D | R |
| B5 | M | R | R | T | A | A | R | R | R | R | D | D | D | D | D | R | R | R | M | M | R |
| B6 | M | R | R | T | A | A | R | R | R | R | D | D | D | D | D | R | R | R | M | M | R |

Composition

Each unit will be comprised of the following ranks:

- A1: 8 Constables (6 patrol, 1 jailer, 1 Oliver-Paipoonge) / 1 Sergeant
- A2: 7 Constables (7 patrol) / 1 Sergeant / 1 Staff Sergeant
- A3: 8 Constables (6 patrol, 1 jailer, 1 Oliver-Paipoonge) / 1 Sergeant
- A4: 7 Constables (7 patrol) / 1 Sergeant / 1 Staff Sergeant
- A5: 8 Constables (6 patrol, 1 jailer, 1 Oliver-Paipoonge) / 1 Sergeant
- A6: 7 Constables (7 patrol) / 1 Sergeant / 1 Staff Sergeant

- B1: 8 Constables (6 patrol, 1 jailer, 1 Oliver-Paipoonge) / 1 Sergeant
- B2: 7 Constables (7 patrol) / 1 Sergeant / 1 Staff Sergeant
- B3: 8 Constables (6 patrol, 1 jailer, 1 Oliver-Paipoonge) / 1 Sergeant
- B4: 7 Constables (7 patrol) / 1 Sergeant / 1 Staff Sergeant
- B5: 8 Constables (6 patrol, 1 jailer, 1 Oliver-Paipoonge) / 1 Sergeant
- B6: 7 Constables (7 patrol) / 1 Sergeant / 1 Staff Sergeant

Statutory Holiday Time

All members are granted 100 hours of statutory holiday time annually. Statutory holiday time is built into the shift schedule by reducing the amount of midnights worked in a year. On average, midnight shifts are reduced by either eight (8) shifts or nine (9) shifts per year or one (1) midnight shift every six (6) week cycle. This shift is always the first or last shift of a midnight block. The remaining hours (either ten (10) or twenty (20)) will be taken during the annual leave draw in accordance with the stipulated rules as outlined in “Annual Leave”. Members will be advised prior to the annual leave draw of the number of remaining statutory holiday hours they have.

Annual Leave

All members will choose annual leave within their respective patrol unit. Only one member shall be allowed off on annual leave per unit per block of time. A “block” is defined as any period of regularly scheduled work which is preceded and proceeded by regular days off. Generally speaking, a block is either three, four, or five days in length except for a midnight block which is two days in length when statutory holiday time is applied. Members will pick annual leave in order of seniority with the most senior member picking one full block first. Members shall pick full blocks of time until they either have no annual leave time remaining or the time remaining prevents them from picking a full block. When all members on the units are unable to pick full blocks of time, they shall use their

remaining annual leave time along with remaining statutory holiday time to choose annual leave on dates where members have not chosen annual leave. This shall also be done in order of seniority with full blocks being chosen when able to do so.

Members shall be permitted to exchange all or part of their annual leave with any other member or into a vacant block in the same unit within two (2) weeks after the annual leave schedule has been posted. Thereafter, the final annual leave schedule will be posted and no further exchange will be permitted, unless approved by the Senior Officer in charge of the Branch.

The senior rank on the unit is in charge of the annual leave draw.

Training

Members will receive four (4) days of training during every six (6) week rotation. The training days will occur on either days or afternoon shifts but not midnight shifts. All members on the respective ‘late’ shift will revert to the ‘early’ shift for training purposes as follows:

Training Hours: Days: 0800 – 1800 hours
 Afternoons: 1600 – 0200 hours

It is agreed that the Chief of Police or designate can cancel all or part of a training day due to operational needs however members assigned to a training day will still work the hours as outlined above.

General

Should either the Thunder Bay Police Services Board or the Thunder Bay Police Association identify an issue with this shift schedule, both parties agree to meet with the understanding to mutually resolve the outstanding issue(s) as they may arise.

Appendix “B” – Criminal Investigation Branch

The Criminal Investigation Branch shall be divided into two (2) platoons comprised of two (2) units each. Each platoon will work a ten (10) hour shift schedule based on an eight (8) week rotation and will work two (2) shifts comprised of days and afternoons.

The hours of work shall be:

Days: 0700 – 1700 hours
 Afternoons: 1400 – 2400 hours

All members on this rotation are scheduled to be on duty Wednesdays. Supervisors shall be responsible to liaise with the Training Unit and schedule members to take advantage of training opportunities on those days as well as facilitating and/or conducting training with members of other Branches.

Week 1

Week 2

Week 3

Week 4

| Unit/ Week | S | M | T | W | T | F | S | S | M | T | W | T | F | S | S | M | T | W | T | F | S | S | M | T | W | T | F | S | |
|---------------|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| A1 | D | D | D | D | R | R | R | R | A | A | A | R | R | D | D | D | D | D | D | R | R | R | R | A | A | A | R | R | A |
| A2 | A | A | A | A | R | R | R | R | D | D | D | R | R | A | A | A | A | A | A | R | R | R | R | D | D | D | R | R | D |
| B1 | R | R | R | D | D | D | D | D | R | R | A | A | A | R | R | R | R | R | D | D | D | D | D | R | R | A | A | A | R |
| B2 | R | R | R | A | A | A | A | A | R | R | D | D | D | R | R | R | R | R | A | A | A | A | A | R | R | D | D | D | R |

Week 5

Week 6

Week 7

Week 8

| Unit/ Week | S | M | T | W | T | F | S | S | M | T | W | T | F | S | S | M | T | W | T | F | S | S | M | T | W | T | F | S | |
|---------------|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| A1 | A | A | A | A | R | R | R | R | D | D | D | R | R | A | A | A | A | A | A | R | R | R | R | D | D | D | R | R | D |
| A2 | D | D | D | D | R | R | R | R | A | A | A | R | R | D | D | D | D | D | D | R | R | R | R | A | A | A | R | R | A |
| B1 | R | R | R | A | A | A | A | A | R | R | D | D | D | R | R | R | R | R | A | A | A | A | A | R | R | D | D | D | R |
| B2 | R | R | R | D | D | D | D | D | R | R | A | A | A | R | R | R | R | R | D | D | D | D | D | R | R | A | A | A | R |

Composition

A1: 1 Detective, 2 Detective Constables (general investigation), 1 Detective Constable (youth crime), 1 Forensic Identification Detective Constable

A2: 1 Detective, 2 Detective Constables (general investigation), 1 Detective Constable (computer crime), 1 Forensic Identification Detective Constable

B1: 1 Detective, 2 Detective Constables (general investigation), 1 Detective Constable (youth crime), 1 Forensic Identification Detective Constable

B2: 1 Detective, 2 Detective Constables (general investigation), 1 Detective Constable (computer crime), 1 Forensic Identification Detective Constable

General Investigation

The Detective Sergeant, Detective Constable (Child Abuse), Detective Constable (Elder Abuse), Detective (Economic Crime Unit), Detective Constables (Economic Crime Unit), Detective Constable (Sexual Offender Registry/DNA Coordinator), Detective Constable (Drug Exhibit Officer), Detective (Drug Unit), Detective Constables (Drug Unit) shall work a forty (40) hour week consisting of five (5) daily tours of duty of eight (8) consecutive hours each.

Forensic Identification Unit

The Sergeant in charge of the Forensic Identification Unit and a Forensic Identification Constable assigned to the Unit shall work a forty (40) hour week consisting of five (5) daily tours of duty of eight (8) consecutive hours each.

Annual Leave and Statutory Holiday Time - All CIB (except Forensic Identification)

All members will choose annual leave within their respective unit. Only one member shall be allowed off on annual leave per unit per block of time. A "block" is defined as any period of regularly scheduled work which is preceded and preceded by regular days off. Generally speaking, a block is either three or five days in length. Members will pick annual leave in order of seniority with the most senior member picking one full block first. Members shall pick full blocks of time until they either have no annual leave time remaining or the time remaining prevents them from picking a full block.

Each member shall also be granted 100 hours of statutory holiday time annually.

When all members on the units are unable to pick full blocks of annual leave time, they shall use any remaining annual leave time along with statutory holiday time to choose annual leave on blocks where members have not chosen annual leave. This shall also be done in order of seniority.

If the remaining statutory holiday time cannot fill a full block, that member shall either choose a day or days (as the case may be) and these days shall be chosen in blocks where a member is not scheduled for annual leave.

The senior rank on the unit is in charge of the annual leave draw.

Members shall be permitted to exchange all or part of their annual leave with any other member or into a vacant block in the same unit within two (2) weeks after the annual leave schedule has been posted. Thereafter, the final annual leave schedule will be posted and no further exchange will be permitted, unless approved by the Senior Officer in charge of the Branch.

Annual Leave and Statutory Holiday Time -- Forensic Identification Unit

Platoon Detective Constables

All members will choose annual leave within their respective platoon. Only one member shall be allowed off on annual leave per platoon per block of time. A "block" is defined as any period of regularly scheduled work which is preceded and preceded by regular days off. Generally speaking, a block is either three or five days in length. Members will pick annual leave in order of seniority with the most senior member picking one full block first. Members shall pick full blocks of time until they either have no annual leave time remaining or the time remaining prevents them from picking a full block.

Each member shall also be granted 100 hours of statutory holiday time annually.

When all members on the platoon are unable to pick full blocks of annual leave time, they shall use any remaining annual leave time along with statutory holiday time to choose annual leave on blocks where members have not chosen annual leave. This shall also be done in order of seniority.

If the remaining statutory holiday time cannot fill a full block, that member shall either choose a day or days (as the case may be) and these days shall be chosen in blocks where a member is not scheduled for annual leave.

Members shall be permitted to exchange all or part of their annual leave with the other platoon Detective Constable or into a vacant block in the same platoon within two (2) weeks after the annual leave schedule has been posted. Thereafter, the final annual leave schedule will be posted and no further exchange will be permitted, unless approved by the Senior Officer in charge of the Branch.

The Forensic Identification Sergeant is in charge of the annual leave draw.

Forensic Identification Sergeant / Dayshift Forensic Identification Constable

Only one member shall be allowed off on annual leave per week per block of time.

A “block” is defined as any period of regularly scheduled work which is preceded and proceeded by regular days off.

Members will pick annual leave in order of seniority with the most senior member picking one full block first. Members shall pick full blocks of time until they have no annual leave time remaining.

Members who pick annual leave during a week where a statutory holiday(s) occurs will have that time banked with the Senior Officer in charge of the Criminal Investigation Branch. That statutory holiday will then be taken off at a time agreed upon by the member and the Senior Officer in charge of the Criminal Investigation Branch.

At the completion of the annual leave draw, the Senior Officer in charge of the Criminal Investigation Branch in consultation with the Forensic Identification Sergeant and the Dayshift Forensic Identification Constable shall determine the “Annual Leave Relief Schedule”. The purpose of the “Annual Leave Relief Schedule” is to fill vacancies on the afternoon shift as a result of annual leave taken by Platoon Detective Constables.

The hours of the afternoon annual leave relief shift shall be 1600 – 2400 hours and will either be five consecutive afternoon shifts or a combination of afternoon shifts and dayshifts not exceeding five consecutive shifts or forty hours. When a combination of day shifts and afternoon shifts in a forty (40) hour period is scheduled, the Forensic Identification Sergeant or Forensic Identification Dayshift Constable who is assigned must be in agreement with the schedule. In any event, the Forensic Identification Sergeant or Forensic Identification Dayshift Constable shall not work more than two consecutive afternoon shifts in a row.

The Forensic Identification Sergeant and the Dayshift Forensic Identification Constable shall be permitted to exchange all or part of their annual leave with each other or into a vacant block within two (2) weeks after the annual leave schedule has been posted. Thereafter, the final annual leave schedule will be posted and no further exchange will be permitted, unless approved by the Senior Officer in charge of the Branch.

General

Should either the Thunder Bay Police Services Board or the Thunder Bay Police Association identify an issue with this shift schedule, both parties agree to meet with the understanding to mutually resolve the outstanding issue(s) as they may arise.

Appendix “C” – Intelligence Unit

All members of the Intelligence Unit not working on the compressed ten (10) hour shift schedule shall work a forty (40) hour week consisting of five (5) daily tours of duty of eight (8) consecutive hours each.

Members assigned to the Street Gang Unit shall be divided into two (2) units comprised of two (2) members on each unit. Each unit will work a ten (10) hour shift schedule based on an eight (8) week rotation and will work two (2) shifts comprised of days and afternoons.

The hours of work shall be:

Days: 1000 – 2000 hours
 Afternoons: 1800 – 0400 hours

All members on this rotation are scheduled to work Wednesdays. Supervisors shall be responsible to liaise with the Training Unit and schedule members to take advantage of training opportunities on those days as well as facilitating and/or conducting training with members of other Branches.

Week 1

Week 2

Week 3

Week 4

| Unit/ Week | S | M | T | W | T | F | S | S | M | T | W | T | F | S | S | M | T | W | T | F | S | S | M | T | W | T | F | S | |
|---------------|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| A | D | D | D | D | R | R | R | R | A | A | A | R | R | D | D | D | D | D | D | R | R | R | R | A | A | A | R | R | A |
| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| B | R | R | R | D | D | D | D | D | R | R | A | A | A | R | R | R | R | D | D | D | D | D | D | R | R | A | A | A | R |

Week 5

Week 6

Week 7

Week 8

| Unit/ Week | S | M | T | W | T | F | S | S | M | T | W | T | F | S | | M | T | W | T | F | S | S | M | T | W | T | F | S | |
|---------------|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| A | A | A | A | A | R | R | R | R | D | D | D | R | R | A | A | A | A | A | A | R | R | R | R | D | D | D | R | R | D |
| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| B | R | R | R | A | A | A | A | A | R | R | D | D | D | R | R | R | R | A | A | A | A | A | A | R | R | D | D | D | R |

Annual Leave and Statutory Holiday Time – Street Gang Unit

All members will choose annual leave within their respective unit.

Only one member shall be allowed off on annual leave per unit per block of time.

A “block” is defined as any period of regularly scheduled work which is preceded and proceeded by regular days off. Generally speaking, a block is either three or five days in length.

Members will pick annual leave in order of seniority with the most senior member picking one full block first. Members shall pick full blocks of time until they either have no annual leave time remaining or the time remaining prevents them from picking a full block.

Each member shall also be granted 100 hours of statutory holiday time annually.

When all members on the units are unable to pick full blocks of annual leave time, they shall use any remaining annual leave time along with statutory holiday time to choose annual leave on blocks where members have not chosen annual leave. This shall also be done in order of seniority.

If the remaining statutory holiday time cannot fill a full block, that member shall either choose a day or days (as the case may be) and these days shall be chosen in blocks where a member is not scheduled for annual leave.

Members shall be permitted to exchange all or part of their annual leave with any other member or into a vacant block in the same platoon within two (2) weeks after the annual leave schedule has been posted. Thereafter, the final annual leave schedule will be posted and no further exchange will be permitted, unless approved by the Senior Officer in charge of the Branch.

The senior rank on the unit is in charge of the annual leave draw.

General

Should either the Thunder Bay Police Services Board or the Thunder Bay Police Association identify an issue with this shift schedule, both parties agree to meet with the understanding to mutually resolve the outstanding issue(s) as they may arise.

Appendix “D” – Emergency Task Unit

The Emergency Task Unit shall be divided into two (2) platoons comprised of two (2) units on each platoon. Each platoon will work a ten (10) hour shift schedule based on a four (4) week rotation and will work two (2) shifts comprised of days and afternoons.

The hours of work for each shift are as follows:

Days: 0600 – 1600 hours (work-out time from 1500 – 1600 hours)

Afternoons: 1400 – 2400 hours (work-out time from 1400 – 1500 hours)

Week 1

Week 2

Week 3

Week 4

| Unit/ Week | S | M | T | W | T | F | S | S | M | T | W | T | F | S | S | M | T | W | T | F | S | S | M | T | W | T | F | S | |
|---------------|---|---|---|----------|---|---|---|---|---|---|----------|---|---|---|---|---|---|----------|---|---|---|---|---|---|----------|----------|---|---|---|
| A1 | R | R | R | T | A | A | A | A | R | R | T | A | A | R | R | R | R | T | D | D | D | D | R | R | T | D | D | R | |
| A2 | R | R | R | T | D | D | D | D | R | R | T | D | D | R | R | R | R | T | A | A | A | A | R | R | T | A | A | R | |
| B1 | D | D | D | T | R | R | R | R | D | D | T | R | R | A | A | A | A | T | R | R | R | R | R | A | A | T | R | R | D |
| B2 | A | A | A | T | R | R | R | R | A | A | T | R | R | D | D | D | D | T | R | R | R | R | R | D | D | T | R | R | A |

Composition

- A1: 3 ETU Constables
- A2: 3 ETU Constables
- B1: 3 ETU Constables
- B2: 3 ETU Constables

The Sergeant in charge of the Emergency Task Unit shall work a forty (40) hour week consisting of five (5) daily tours of duty of eight (8) consecutive hours each except as modified as follows:

- Wednesday (training day) 0800 – 1800 hours
- Friday 0800 – 1400 hours

Annual Leave and Statutory Holiday Time

All members will choose annual leave within their respective unit.

Only one member shall be allowed off on annual leave per unit per block of time.

A “block” is defined as any period of regularly scheduled work which is preceded and proceeded by regular days off. Generally speaking, a block is either three or five days in length.

Members will pick annual leave in order of seniority with the most senior member picking one full block first. Members shall pick full blocks of time until they either have no annual leave time remaining or the time remaining prevents them from picking a full block.

Each member shall also be granted 100 hours of statutory holiday time annually.

When all members on the units are unable to pick full blocks of annual leave time, they shall use any remaining annual leave time along with statutory holiday time to choose full blocks of annual leave on blocks where members have not chosen annual leave. This shall also be done in order of seniority.

If the remaining statutory holiday time cannot fill a full block, that member shall either choose a day or days (as the case may be) and these days shall be chosen in blocks where a member is not scheduled for annual leave.

Members shall be permitted to exchange all or part of their annual leave with any other member or into a vacant block in the same unit within two (2) weeks after the annual leave schedule has been posted. Thereafter, the final annual leave schedule will be posted and no further exchange will be permitted, unless approved by the Senior Officer in charge of the Branch.

Training

The Emergency Task Unit shall train on every Wednesday of every week.

The hours of work on training days shall be 0800 – 1800 hours or at the discretion of the Emergency Task Unit Sergeant.

The Deputy Chief of Police of Operations shall inform the Sergeant of the Emergency Task Unit when to conduct the two forty (40) hour training weeks.

It is agreed that the Chief of Police or designate can cancel all or part of a training day due to operational needs however members assigned to a training day will still work the hours as outlined above.

General

Should either the Thunder Bay Police Services Board or the Thunder Bay Police Association identify an issue with this shift schedule, both parties agree to meet with the understanding to mutually resolve the outstanding issue(s) as they may arise.

Appendix “E” -- Community Services Branch (Traffic Unit / Community Response Team)

Members assigned to the Community Services Branch (Traffic Unit / Community Response Team (CRT)) shall work a compressed work week of ten (10) hour shifts based on two shifts and a six week rotation.

Hours of Work:

Traffic: Days: 0600 hours – 1600 hours
 Afternoons: 1400 hours – 2400 hours

The Sergeant assigned to the Traffic Unit shall work a forty (40) hour week consisting of five (5) daily tours of duty of eight (8) consecutive hours each.

CRT: Days: 1000 hours – 2000 hours
 Afternoons: 1800 hours – 0400 hours

The Sergeant assigned to the Community Response Team shall work a forty (40) hour week consisting of five (5) daily tours of duty of eight (8) consecutive hours each.

Week 1

Week 2

Week 3

| Week | S | M | T | W | T | F | S | S | M | T | W | T | F | S | S | M | T | W | T | F | S |
|------|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| PC 1 | R | R | D | D | D | R | R | R | A | A | A | R | R | D | D | D | D | R | R | R | A |
| PC 2 | R | A | A | A | R | R | D | D | D | D | R | R | R | A | A | A | R | R | A | A | A |
| PC 3 | D | D | D | R | R | R | A | A | A | R | R | A | A | A | A | R | R | D | D | D | R |
| PC 4 | A | A | R | R | A | A | A | A | R | R | D | D | D | R | R | R | A | A | A | A | R |
| PC 5 | A | R | R | D | D | D | R | R | R | A | A | A | A | R | R | R | D | D | D | R | R |
| PC 6 | R | R | A | A | A | A | R | R | R | D | D | D | R | R | R | A | A | A | R | R | D |

Week 4

Week 5

Week 6

| Week | S | M | T | W | T | F | S | S | M | T | W | T | F | S | S | M | T | W | T | F | S |
|------|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| PC 1 | A | A | R | R | A | A | A | A | R | R | D | D | D | R | R | R | A | A | A | A | R |
| PC 2 | A | R | R | D | D | D | R | R | R | A | A | A | A | R | R | R | D | D | D | R | R |
| PC 3 | R | R | A | A | A | A | R | R | R | D | D | D | R | R | R | A | A | A | R | R | D |
| PC 4 | R | R | D | D | D | R | R | R | A | A | A | R | R | D | D | D | D | R | R | R | A |
| PC 5 | R | A | A | A | R | R | D | D | D | D | R | R | R | A | A | A | R | R | A | A | A |
| PC 6 | D | D | D | R | R | R | A | A | A | R | R | A | A | A | A | R | R | D | D | D | R |

Annual Leave and Statutory Holiday Time

Members will choose holidays during ‘weekly’ periods designated between Sunday to Saturday. When a member decides to take a specific week as annual leave, that member will utilize only those hours of annual leave based on actual shifts scheduled to work during that week.

There will only be one person allowed on annual leave between each week. For the purposes of this Appendix, a week is defined as those days worked between any Sunday to Saturday period.

Members will pick annual leave in order of seniority with the most senior member choosing annual leave first. On the first draw, members with eighty (80) hours of annual leave time shall choose one (1) week of annual leave. Members

with more than eighty (80) hours of annual leave time shall choose two (2) weeks of annual leave. Members with more than eighty(80) hours of annual leave shall not choose two weeks of annual leave in “Prime Time” during the first draw.

“Prime Time” is defined as that time between the last Sunday in June and the 1st Saturday of September of each year.

Upon completion of the first draw, the entire year will be drawn one (1) week at a time, on the basis of seniority. At the conclusion of the annual leave draw and if a member has annual leave time remaining however that time is not enough to take a whole week off, that member shall not choose any more annual leave time.

Each member shall also be granted 100 hours of statutory holiday time annually.

When all members on the units are unable to pick full weeks of annual leave time, they shall use any remaining annual leave time along with statutory holiday time to choose full weeks of annual leave during weeks where members have not chosen annual leave. This shall also be done in order of seniority.

If the remaining statutory holiday time cannot fill a full week, that member shall either choose a day or days (as the case may be) and these days shall be chosen in weeks where a member is not scheduled for annual leave.

Members shall be permitted to exchange all or part of their annual leave with any other member or into a vacant week in the same unit within two (2) weeks after the annual leave schedule has been posted. Thereafter, the final annual leave schedule will be posted and no further exchange will be permitted, unless approved by the Senior Officer in charge of the Branch.

Training

Supervisors shall be responsible to schedule members to liaise with the Training Unit and schedule members to take advantage of training opportunities on those days as well as facilitating and/or conducting training with members of other Branches.

General

Should either the Thunder Bay Police Services Board or the Thunder Bay Police Association identify an issue with this shift schedule, both parties agree to meet with the understanding to mutually resolve the outstanding issue(s) as they may arise.

Appendix “F” -- Community Services Branch (Neighbourhood Policing)

Members assigned to the Community Services Branch (Neighbourhood Policing Unit) shall work a compressed work week of ten (10) hour shifts based on two shifts and a six week rotation.

Hours of Work:

Days: 0800 hours – 1800 hours

Afternoons: 1600 hours – 0200 hours

The Sergeant assigned to the Neighbourhood Policing Unit shall work a forty (40) hour week consisting of five (5) daily tours of duty of eight (8) consecutive hours each.

Week 1

Week 2

Week 3

| Week | S | M | T | W | T | F | S | S | M | T | W | T | F | S | S | M | T | W | T | F | S |
|------|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| A | R | R | D | D | D | R | R | R | A | A | A | R | R | D | D | D | R | R | R | A | A |
| B | R | A | A | A | R | R | D | D | D | D | R | R | R | A | A | A | R | R | A | A | A |
| C | D | D | D | R | R | R | A | A | A | R | R | A | A | A | A | R | R | D | D | D | R |
| D | A | A | R | R | A | A | A | A | R | R | D | D | D | R | R | R | A | A | A | A | R |
| E | A | R | R | D | D | D | R | R | R | A | A | A | A | R | R | R | D | D | D | R | R |
| F | R | R | A | A | A | A | R | R | R | D | D | D | R | R | R | A | A | A | R | R | D |

Week 4

Week 5

Week 6

| Week | S | M | T | W | T | F | S | S | M | T | W | T | F | S | S | M | T | W | T | F | S |
|------|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| A | A | A | R | R | A | A | A | A | R | R | D | D | D | R | R | R | A | A | A | A | R |
| B | A | R | R | D | D | D | R | R | R | A | A | A | A | R | R | R | D | D | D | R | R |
| C | R | R | A | A | A | A | R | R | R | D | D | D | R | R | R | A | A | A | R | R | D |
| D | R | R | D | D | D | R | R | R | A | A | A | R | R | D | D | D | R | R | R | A | A |
| E | R | A | A | A | R | R | D | D | D | D | R | R | R | A | A | A | R | R | A | A | A |
| F | D | D | D | R | R | R | A | A | A | R | R | A | A | A | A | R | R | D | D | D | R |

Composition:

Each Unit shall have two Constables assigned.

Annual Leave and Statutory Holiday Time

All members will choose annual leave within their respective unit.

Only one member shall be allowed off on annual leave per unit per block of time.

A “block” is defined as any period of regularly scheduled work which is preceded and proceeded by regular days off. Generally speaking, a block is either three or five days in length.

Members will pick annual leave in order of seniority with the most senior member picking one full block first. Members shall pick full blocks of time until they either have no annual leave time remaining or the time remaining prevents them from picking a full block.

Each member shall also be granted 100 hours of statutory holiday time annually.

When all members on the units are unable to pick full blocks of annual leave time, they shall use any remaining annual leave time along with statutory holiday time to choose full blocks of annual leave on blocks where members have not chosen annual leave. This shall also be done in order of seniority.

If the remaining statutory holiday time cannot fill a full block, that member shall either choose a day or days (as the case may be) and these days shall be chosen in blocks where a member is not scheduled for annual leave.

Members shall be permitted to exchange all or part of their annual leave with any other member or into a vacant block in the same unit within two (2) weeks after the annual leave schedule has been posted. Thereafter, the final annual leave schedule will be posted and no further exchange will be permitted, unless approved by the Senior Officer in charge of the Branch.

Training

Supervisors shall be responsible to schedule members to liaise with the Training Unit and schedule members to take advantage of training opportunities on those days as well as facilitating and/or conducting training with members of other Branches.

General

Should either the Thunder Bay Police Services Board or the Thunder Bay Police Association identify an issue with this shift schedule, both parties agree to meet with the understanding to mutually resolve the outstanding issue(s) as they may arise.

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
DELVECCHIO, DONNA
DUSTIN, WILLIAM ROBERT
JOHNSTONE, BRUCE A.
JOWITT, RONALD
MAGDEE, ZIGMUND
MAYDO, WILLIAM
MAYER, ALBERT WILLIAM
MCKEOWN, JOHN EDWARD
MONKHOUSE, GEORGE
WARK, LARRY DEAN

IN WITNESS WHEREOF this Agreement has been executed by the Parties hereto under the hands of their proper officers, respectively this 16th day October of A.D.2007.

**THUNDER BAY
POLICE SERVICES BOARD**

Chairperson

Secretary

**THUNDER BAY
POLICE ASSOCIATION**

President

Bargaining Chairperson

LETTER OF UNDERSTANDING

BETWEEN

THE THUNDER BAY POLICE SERVICES BOARD

AND

THE THUNDER BAY POLICE ASSOCIATION

RE: SUPPLY OF POLICE UNIFORM, CLOTHING & EQUIPMENT

The Thunder Bay Police Services Board and the Thunder Bay Police Association agree to amend the provisions in Article 10.03(a) of the Collective Agreement in the following manner:

Each member shall be provided with the police uniform, clothing and equipment listed in Schedule "A". The attached Schedule "A" will form part of this agreement. These items will be supplied as follows:

1. On appointment to the Police Service.
2. On reappointment to the Uniform Branch from another position (i.e. while an officer is in C.I. B., Uniform shirts change, and the officer requires a full issue of six shirts).
3. As required for replacement.

The joint Association/Administration Equipment and Clothing Committee will continue to monitor and evaluate this agreement. The Committee can make mutually agreed to changes to items listed in Schedule "A". The Deputy Chief in conjunction with the Chair of the Association's Clothing Committee will determine the distribution schedule and personnel eligible to receive any equipment or clothing listed in Schedule "A".

The parties agree that either party can revert back to the relevant provisions of the Clothing Allowance section of the current Collective Agreement provided ninety (90) days notice is provided to the other party.

SIGNED IN THUNDER BAY this 28th day of September 2004.

FOR THE BOARD

FOR THE ASSOCIATION

SCHEDULE "A"

- SIX (6) SHIRTS (any combination of long/short sleeve)
- ONE (1) WHITE SHIRT
- TWO (2) PAIR OF CARGO STYLE PANTS
- ONE (1) TIE
- ONE (1) DICKY
- ONE (1) TUNIC WITH TWO (2) PAIR MATCHING DRESS TROUSERS
- ONE (1) ALL-WEATHER JACKET
- ONE (1) PAIR ALL-WEATHER BOOTS (ETU style)
- ONE (1) PAIR WINTER GLOVES OR WINTER MITTS
- ONE (1) WINTER SWEATER (lined)
- ONE (1) PAIR RAIN PANTS
- ONE (1) WINTER HAT
- ONE (1) SUMMER HAT
- ONE (1) ASP
- ONE (1) REGULATION HANDGUN AND HOLSTER
- ONE (1) PAIR HANDCUFFS
- ONE (1) SET BODY ARMOUR
- ONE (1) DUTY BELT WITH POUCHES AND HOLDERS
- ONE (1) PEAK HAT
- ONE (1) PAIR SLASH GLOVES
- ONE (1) NOTEBOOK HOLDER
- ONE (1) TICKET HOLDER
- ONE (1) COMBINATION LOCK
- ONE (1) HAT BADGE
- ONE (1) WALLET
- ONE (1) NAME TAG
- SET OF BUSINESS CARDS (250)

Letter of Understanding

Between

Thunder Bay Police Services Board

And

Thunder Bay Police Association, Uniform Officers

Re: OHP Grievance

The Thunder Bay Police Association agrees to withdraw the current grievance on a without prejudice basis, alleging the Board failed to pay the new OHP Premiums pursuant to clause 11.01 of the collective agreement and agrees not to refer to arbitration for the term of this contract. Should the provincial government provide additional funding to offset such costs; the parties agree to meet to determine how such funds will be allocated.

Signed this 15th day of August 2007.

For the Board

For the Association

Letter of Understanding

Between

Thunder Bay Police Services Board

And

Thunder Bay Police Association, Uniform Officers

Re: Market Adjustment of Wages

The Thunder Bay Police Services Board agrees to adjust the 2006 annual wage for all ranks by +2.5% and shall then apply the January 1, 2007 general wage increase of +3.25%.

The Thunder Bay Police Services Board acknowledges that the back-time owed to members of the Thunder Bay Police Association for the Year 2007 is the compounded percentage increase of both the market adjustment and general wage increase.

The Thunder Bay Police Services Board and Thunder Bay Police Association acknowledge that this 'market adjustment' is a one-time adjustment which shall be permanent.

Signed this 15th day of August 2007.

For the Board

For the Association

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Letter of Understanding

Between

Thunder Bay Police Services Board

And

Thunder Bay Police Association, Uniform Officers

Re: Market Adjustment of Wages

Effective January 1, 2009, the Thunder Bay Police Services Board agrees to adjust the 2008 annual wage for all ranks by +0.2% and shall then apply the January 1, 2009 general wage increase of +3.25%.

The Thunder Bay Police Services Board and Thunder Bay Police Association acknowledge that this 'market adjustment' is a one-time adjustment which shall be permanent.

Signed this 15th day of August 2007.

For the Board

For the Association

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