

**CIVILIAN EMPLOYEES**

**(Unit B)**

**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, 1998**

**TO: DECEMBER 31, 1999**

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AGREEMENT made this 24th day of June, A.D., 1998, pursuant to the Police Services Act, R.S.O., 1990, C.P.15 and amendments thereto:

BETWEEN:

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

- and -

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

**Article I - Scope**

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

**Article I - Scope** cont'd

1.04 **Temporary Members**

- a) Temporary "overload" and temporary "replacement" members will normally work the standard number of hours per week, i.e., 35, 40 or 48 hours.
- b) Temporary "overload" members may be utilized when additional staff is required during peak work periods, for a period of up to nine (9) months.
- c) Temporary "overload" members will be terminated at the end of the work assignment or after nine (9) months of service, whichever is sooner, without recourse to the layoff or grievance procedure.
- d) When it becomes clear that a temporary "overload" position will become permanent or in any event will exceed a period of nine (9) months, full-time members will be given the opportunity to apply in accordance with procedure before the position is offered as a full-time position to temporary members, part-time members, or outside applicants.
- e) The time limits specified in (b), (c) and (d) above may be extended by mutual written agreement of the parties in specific situations.
- f) Full-time members will have first opportunity to apply for all temporary positions when it is anticipated that such positions will be for a duration of three (3) months or longer. If such temporary positions are filled by a full-time member, seniority, benefits and service shall continue to accrue in the normal fashion and the applicable wage rate shall apply.
- g) Temporary "replacement" members may be used to cover full-time absences due to annual leave, pregnancy leave, sick leave, statutory holidays, Workplace Insurance or other approved leaves of absence.

**Article I - Scope** cont'd

- h) Temporary "replacement" members will be terminated or returned to their former status, without recourse to the layoff or grievance procedure, when the replaced full-time member returns to his/her regular position.
- i) Temporary members will be entitled to benefits as per conditions in Article X, Clause 10.01 and to the provisions of the Employment Standards Act.

**Part-time Members**

- j) Part-time members will normally work twenty-four (24) hours or less a week. Part-time members shall not receive any of the benefits of this agreement but are eligible for the provisions of the Employment Standards Act.
  - k) Temporary or part-time members will not be used to replace full-time members except in accordance with the above.
  - l) Temporary and part-time members will be subject to the requirements as set forth in Article I, Clause 1.03 and Article II, Clause 2.03 of this Agreement.
- 1.05 The Association acknowledges that it is the exclusive function of the Board and Administration to:
- a) Govern the affairs of the Police Service in accordance with the provisions of the Police Act.
  - b) It is agreed and understood that these rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.
- 1.06 The parties agree that "Cadets" shall not perform any duties that are presently being performed by members of the Police Service who are covered by the Unit "A" agreement.

**Article II - Bargaining**

- 2.01 The Board agrees that there will be no discrimination, interference, restraint or coercion exercised or practiced by the Board or by any other representative with respect to any member, in the bargaining unit, because of his membership or connection with the Association, and that membership in the Association by a member in the bargaining unit, who is eligible to join will not be discouraged.
  
- 2.02 The Association agrees that there will be no intimidation, interference, or coercion exercised or practiced upon members of the City of Thunder Bay Police Service by any of its members or representatives.
  
- 2.03 All members 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.
  
- 2.04 Wherever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context of the party or parties hereto so requires.

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

- 3.01 The salaries set forth in Schedule "A" attached hereto is hereby made part of this Agreement.
  
- 3.02 Service pay shall be granted to all members of the bargaining unit to be calculated in accordance with the provisions in Schedule "B" attached hereto and made part of this Agreement.



**Article III - Classification & Salary Schedule & Service Pay Schedule** cont'd

- 3.03 A member who performs the duties of a member in a higher salary position shall receive acting pay. The acting pay shall be at Step 1 of the salary of the acting position. If this does not result in a higher acting rate, then the step applicable to generate a higher rate of acting pay will be used.
- 3.04 If, during the term of this Agreement, any new positions or job classifications are established by the Board, the Association will be notified with the right to negotiate the hours of work, wages and conditions. That position shall become subject to and form part of this Agreement, unless both parties agree, in writing, that this would be inappropriate.
- 3.05 All members hired to fill a full-time position will be on probation for a period of twelve (12) consecutive months. If during this period the member is found to be unsatisfactory, the Chief of Police may terminate the services of the member in accordance with the Employment Standards Act.
- 3.06 Any member appointed to a supervisory position will be on probation for a period of six (6) months. If the member does not successfully fulfill the duties and responsibilities of the position, the Chief of Police may return the member to their former position.

**Article IV - Vacation and Statutory Holidays**

- 4.01 For the purpose of Section 4.02, 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

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

4.02 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

4.03 (a) Any member who is required to be on duty on any of the recognized statutory holidays (excluding Christmas Day and New Year's Day) shall be paid an additional four (4) hours pay for each such day. Any member who is required to be on duty on Christmas Day and/or New Year's Day shall be paid an additional eight (8) hours pay for each such day. In either case payment will be in accordance with the procedure laid out in Section 7.04 of this Agreement. Statutory Holidays shall include:

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

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

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

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

4.04 In order to rotate the season in which all members are granted their annual vacation in each year, the vacation year shall be divided into three vacation periods as follows:

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

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

One (1) member on annual leave shall be permitted in each block with no over laps. All members shall be permitted to exchange all or part of their vacation with any other member in the same unit, within two (2) weeks after the vacation schedule has been posted. Thereafter, the final vacation schedule will be posted and no further exchange will be permitted unless approved by the Divisional Commander.

The sections of Communications and Central Records may adopt another format by drawing for annual leave by seniority on the approval of their Divisional Commander. If there are any discrepancies amongst the members,

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

the Divisional Commander has the authority to direct the section to revert to the above rotation system.

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

- 4.05 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 V - Court Attendance**

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

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

- (b) The provisions of Article V, Clause 5.01 shall not apply to a member who is a defendant and is convicted of any offense under any Provincial or Federal Statute.

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

- (c) Should a member attend court on his annual Vacation, he shall be paid in accordance with Article V, Clause 5.01 (a) and be granted sixteen (16) hours of leave for each daily appearance. A morning appearance constitutes daily. The leave shall be taken with the approval and convenience of the Divisional Commander.
- (d) Upon receipt of a court notification slip which conflicts with annual leave, the member shall immediately notify the Court Sergeant by memo of the conflict and request a remand. Failure to do so disqualifies the member from receiving the benefits of 5.01 (c) but not 5.01 (a).
- (e) Annual Vacation includes the weekly leave period immediately preceding and following a week or block scheduled for annual vacation in addition to the actual week(s)/block(s) scheduled for annual vacation.

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

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

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

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

- 5.04 A member who is required to attend any legal proceeding outside the City of Thunder Bay shall receive, subject and in addition to the provisions of Section 5.01 and 5.03 of this Agreement:
- a) Payment for travelling time to and from Court subject to the overtime provisions of this Agreement.
  - b) Payment for transportation, or an agreeable mileage supplement for the use of the member's own vehicle.
  - c) Payment for accommodation, meals and any other out-of-pocket expenses incurred.

**Article VI - Hours of Work**

6.01 **Clerical Members**

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

6.02 **Central Records and Communications Section**

- (a) All members not working on the 6 + 3 Schedule, shall work a forty (40) hour week, consisting of five (5) daily tours of duty of eight (8) consecutive hours each.
- (b) All members working on the 6 + 3 Schedule will have hours of work in accordance with the October 5, 1978 proposal and its amendments as set forth in Schedule "C" attached hereto.

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

- (c) All members, except in cases of an emergency, shall be allowed a half (1/2) hour uninterrupted lunch period during each eight (8) hour tour of duty, which half (1/2) hour shall commence no more than five (5) hours after the commencement of normal tour of duty.
  - (d) Every member failing to receive such lunch period within the allotted time shall be allowed one-half (1/2) hour's pay, provided however, every member first obtains permission from their supervisor or watch commander before extending their assigned duty beyond the five (5) hours.
  - (e) Overtime for all work performed in excess of their regular hours of work, which has been authorized by the Chief of Police or delegate shall be paid at the rate of time and one-half (1 1/2).
- 6.03 The regular hours of work for Special Constable 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 or 9:00 am. Any member assigned to these duties after June 24, 1998 will be subject to a 10:00 am start time. All members will receive the benefits of Sections 6.02 (c), (d) and (e).

**Article VII - Emergency**

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

Notwithstanding the provisions of Article 6.02, in case of an 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

**Article VII - Emergency** cont'd

of the Police Service, may recall to duty any or all such members or upon 48 hours notice amend the shift of any or all such members with such change to last only for the duration of the emergency.

7.02 Each member will report for duty fifteen (15) minutes prior to the commencement of his shift. Should a member be required to remain on duty 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 duty" shall be a pursuit, Code 1, special project, etc. which occurred during the member's regularly scheduled shift.

7.03 All members required to work overtime, shall be entitled to meal allowance of up to six dollars (\$6.00), for each four (4) hour period worked, together with a lunch break of one-half (1/2) uninterrupted hour during which to consume the same. Failure to receive the same shall entitle each member to the benefit of the provisions of Article VI, Clause 6.02 (d).



**Article VII - Emergency** cont'd

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

**Article VIII - Extra Duty**

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

**Article IX - Clothing Allowance**

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

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

**Article X - Medical, Hospital, Group Insurance and Dental**

10.01 (a) The Board agrees to contribute one hundred percent (100%) of the billed premiums covering the benefits under the Ontario Health Insurance Plan, semi-private ward accommodation, supplemented by Blue Cross Extended Health Care Benefits or equivalent on the basis of \$10-\$20 deductible.

(b) The Board agrees to provide Blue Cross Dental Plan No. 9, or equivalent based on current year's O.D.A. schedule, for all members when they are eligible to enroll under the regulations of the plan. Further, any Blue Cross Dental Ryder granted to any City employee shall automatically be provided

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

to eligible members by the Board at a cost to the member which does not exceed that for the City employee.

- (c) In addition, in lieu of the Unemployment Insurance Premium Rebate for sick leave plan provisions, the Board will pay one hundred percent (100%) of the billed premiums for, or cover the cost of eyeglasses (including frames and/or lenses, repairs, contact lenses) up to a total amount of one hundred and fifty dollars (\$150.00) per person (member, spouse and dependent children) in any period of twenty-four (24) consecutive months when provided on the written prescription of a medical doctor or optometrist but not the cost of the eye examination, for all members on the payroll who are eligible to enroll under the regulations of the aforesaid plan. Sunglasses or eyeglasses for cosmetic purposes are not included.
- (d) The Board agrees to pay the costs of O.H.I.P., Semi-Private, and Extended Health Care benefits, all Blue Cross Dental Plans listed in this Agreement plus Vision Care upon a member receiving a pension in accordance with Article XVIII, Clause 18.01. No retiree benefits will be paid where similar benefits are provided by a subsequent employer or when drugs and O.H.I.P. are provided under Provincial legislation.
- (e) In addition, the Board further agrees to provide health and welfare benefits to the spouse and family of a member of the Thunder Bay Police Association killed on duty or later dies as a result of injuries sustained while on duty.

10.02 The Board agrees to contribute to one hundred percent (100%) of the billed premiums for basic Group Life Insurance coverage in the amount of two times (2X) annual salary adjusted to the next multiple of one thousand dollars (\$1,000), if not already a multiple thereof, and for four (4) times

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

annual salary for Accidental Loss of Life, with pro-rata coverage for Dismemberment or Loss of Use, due to injury, for each full-time member of the Police Association eligible to join under the regulations of the Plans.

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

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

**Article XI - Sick Leave Plan, Compassionate and Pregnancy Leave**

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

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

Those members governed by the above will not accrue benefits under Clauses 11.02, 11.03, 11.04 and 11.05. The Board shall provide six (6) 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.

11.02 On the first day of January, 1970, each member of the Police Service 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

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

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 of the Agreement between the Board of Commissioners of Police for the City of Port Arthur, and the Port Arthur Police Association.

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

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

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

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

confirmed the accuracy thereof. Each member shall have the right to examine his own sick leave credit account in each year during the month of January.

- 11.05 Any amount of sick leave in excess of the number of days accrued in any year by a member entitled to sick leave credits shall be deducted from his previously accumulated sick leave credits. No deduction shall be made from the salary of any member of the 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.
- 11.06 A member unable to report for duty due to an illness or injury shall notify or cause to be notified as far in advance of the commencement of his shift as is practicable, a Senior Officer or the Supervising N.C.O., and if no call is received, it shall be a requirement of the supervising N.C.O. to inquire as to the welfare of the member.
- 11.07 If absence from duty due to illness or injury appears excessive, a member is required to submit to the Chief of Police on demand a letter from a medical doctor outlining the nature of the illness or injury, and the member's suitability to return to full duties.
- 11.08 Any member may at the discretion of the Chief of Police, take a leave of absence 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.

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

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

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

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

1. The widow/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;
3. 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.

11.12 (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

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

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.

11.12 (b) Members of the Police Service required to travel beyond the District of Thunder Bay to attend a funeral for the purposes of section 11.12 (a) shall receive two (2) additional days for travel

11.13 Members of the Police Service requiring time off to attend the funeral of a close friend or a relative not covered in Article XI, Clause 11.12 shall be allowed sufficient time off, such time off not to exceed one-half (1/2) 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.

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



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

- (a) During this leave, the Board shall provide a Supplementary Employment Insurance Benefit (S. E. B.) to all regular full time members as follows:
1. during the first two (2) weeks of the E.I. waiting period, a benefit equivalent to seventy-five percent (75%) of her regular weekly earnings;
  - and
  2. for the following fifteen (15) weeks, or shorter period if the member returns to work, a rate equivalent to the difference between seventy-five percent (75%) of her regular earnings and the sum of her weekly employment insurance pregnancy benefits.

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

- (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

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

intention to do so, together with authorization from a medial practitioner. The Board, at their discretion, may accept the written request with less than three (3) weeks notice.

- (e) While on pregnancy leave, the member shall continue to accumulate seniority and credit for service for the purpose of salary and all other increments. The Board shall continue to provide the member with all benefits specified in the Agreement.

**Article XII - Training Expense Allowance**

12.01 The Board will grant an out-of-pocket expense allowance of \$50.00 per week, to all members attending courses at the Ontario Police College at Aylmer, or any other place outside of the District of Thunder Bay, with the provision that the travel allowance paid to the member by the Ontario Police College shall be paid over to the Board. The Board will provide an economy air-fare from the place of 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.

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

**Article XIII - Time Off for Association Business**

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

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

- 13.02 Four (4) delegates of the Thunder Bay Police Association shall be allowed sufficient time, to a maximum of six (6) working days with pay, to attend the Annual Convention of the Police Association of Ontario. The Association shall not expect time off for more than one delegate from the same platoon, branch, or civilian staff, to attend the said Convention. It is understood that pay for the above leave will not include any time during which the member would have normally been off duty.
- 13.03 Three (3) delegates of the Thunder Bay Police Association shall be allowed three (3) days leave with pay to attend the quarterly meetings of the Police Association of Ontario. It is understood that pay for the above will not include any time during which the member would have normally been off duty.
- 13.04 Two (2) delegates of the Thunder Bay Police Association shall be allowed three (3) days leave with pay to attend the Bi-annual Civilian meetings of the Police Association of Ontario.
- 13.05 Should a member be elected to the Board of Directors or appointed to an Executive Committee of the Police Association of Ontario, and/or elected to the Board of Directors of the Canadian Police Association, such member shall be granted fifteen (15) days leave for each position, with pay, upon approval by the Chief of Police to attend meetings required by virtue of that office.

#### **Article XIV - Service Protection**

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

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

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

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

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

**Article XIV - Service Protection** cont'd

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

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

**Article XV - Grievance Procedure**

15.01 Step 1

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

Step 2

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

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

**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.

**Step 4**

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

15.02

**Policy Grievance**

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

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

15.03 **Arbitration**

No grievance may be submitted to Arbitration unless the grievance procedure specified in this Agreement has been fully complied with. The Board of Arbitration shall consist of three (3) members, one to be appointed by each party and the third, which shall be the Chairperson, 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 Chairperson of the Board of Arbitration.

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

**Article XVI - Workplace Safety Insurance Board**

16.01 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.

**Article XVI - Workplace Safety Insurance Board** cont'd

16.02 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 XVII - Shift Differentials**

17.01 All members shall be entitled to the following:

- (a) Members who work a two (2) shift Schedule shall be paid an annual shift premium of one hundred and sixty dollars (**\$160.00**) for the **year of 1998** and two hundred and twenty-five dollars (**\$225.00**) for the **year of 1999**.
- (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 two hundred dollars (**\$200.00**) for the **year of 1998** and two hundred and seventy-five dollars (**\$275.00**) for the **year of 1999**.
- (c) Members who work a three (3) shift Schedule shall be paid an annual shift premium of two hundred and fifty dollars (**\$250.00**) for the **year of 1998** and three hundred and twenty-dollars (**\$325.00**) for the **year of 1999**.

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

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

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



**Article XVIII - Supplementary Pension Benefits**

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

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

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

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

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

**Article XIX - Term of Agreement**

19.01 This Agreement shall remain in full force and effect for two (2) years from January 1st, 1998 to December 31st, 1999, and from year to year thereafter, unless either party gives notice in writing not more than 90 days and not less than 30 days previous to the expiration of the said Agreement of its desire to alter, or terminate the same. Provided however, that any benefits payable under this Agreement shall be payable only to members in the bargaining unit who are in the employ of the Board on the date of execution of the Agreement by the Board, unless a member has retired or had died while in the employ of the Board during the term of this Agreement, in which cases, the said benefits shall apply. Any notice requiring alteration of the Agreement shall set out the alteration requested within fifteen (15) days following the written service of notice.

## SCHEDULE "A"

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

**Based on 40 Hours Per Week**

<b>Positions</b>	<b>Step # 1 Probationary</b>	<b>Step # 2 2nd Year</b>	<b>Step # 3 3rd Year</b>	<b>Step # 4 Maximum</b>
Central / C.P.I.C. Records Clerk	5	6	7	8
Classification Clerk	5	6	7	8
Communications Manager	15	16	17	18
Communications Operator	6	7	8	10
Communications Operator / Shift Supervisor	8	10	12	13
Communications Shift Supervisor	10	12	13	15
Front Desk Resource Clerk	5	6	7	8
Police Cadet	1	2	3	4
Property & Stores Assistant	5	6	7	8
Property, Firearms & Storeskeeper	8	10	12	13
Special Constable	5	6	7	8
Vehicle Maintenance Assistant	5	6	7	8
Vehicle Maintenance Mechanic	8	10	12	13

**SCHEDULE "A" cont'd**

**JANUARY 1, 1998 - 2.0 %**

**Based on 40 Hours Per Week**

<b>Level</b>	<b>Hourly</b>	<b>Bi-Weekly</b>	<b>Monthly</b>	<b>Annual</b>
1	\$ 12.1854	\$ 974.83	\$2,112.14	\$25,345.63
2	12.9255	1,034.04	2,240.42	26,885.04
3	13.6684	1,093.47	2,369.19	28,430.27
4	14.4112	1,152.90	2,497.94	29,975.30
5	15.0480	1,203.84	2,608.32	31,299.84
6	15.9499	1,275.99	2,764.65	33,175.79
7	16.9475	1,355.80	2,937.57	35,250.80
8	17.9659	1,437.27	3,114.09	37,369.07
10	19.5683	1,565.46	3,391.84	40,702.06
12	20.6936	1,655.49	3,586.89	43,042.69
13	21.9896	1,759.17	3,811.53	45,738.37
15	23.4211	1,873.69	4,059.66	48,715.89
16	25.4685	2,037.48	4,414.54	52,974.48
17	27.1176	2,169.41	4,700.38	56,404.61
18	28.5996	2,287.97	4,957.26	59,487.17

**SCHEDULE "A" cont'd**

**JANUARY 1, 1999 - 1.5 %**

**Based on 40 Hours Per Week**

<b>Level</b>	<b>Hourly</b>	<b>Bi-Weekly</b>	<b>Monthly</b>	<b>Annual</b>
1	\$ 12.3682	\$ 989.46	\$2,143.82	\$25,725.88
2	13.1194	1,049.55	2,274.03	27,288.40
3	13.8734	1,109.87	2,404.73	28,856.74
4	14.6273	1,170.19	2,535.41	30,424.87
5	15.2737	1,221.89	2,647.44	31,769.25
6	16.1892	1,295.14	2,806.13	33,673.52
7	17.2017	1,376.14	2,981.63	35,779.57
8	18.2354	1,458.83	3,160.80	37,929.55
10	19.8618	1,588.95	3,442.72	41,312.58
12	21.0040	1,680.32	3,640.69	43,688.32
13	22.3194	1,785.55	3,868.70	46,424.35
15	23.7725	1,901.80	4,120.56	49,446.71
16	25.8505	2,068.04	4,480.76	53,769.06
17	27.5244	2,201.95	4,770.89	57,250.72
18	29.0286	2,322.29	5,031.62	60,379.42

**SCHEDULE "A" cont'd**

**JULY 1, 1999 - 0.5 %**

**Based on 40 Hours Per Week**

<b>Level</b>	<b>Hourly</b>	<b>Bi-Weekly</b>	<b>Monthly</b>	<b>Annual</b>
1	\$ 12.4301	\$ 994.40	\$2,154.54	\$25,854.51
2	13.1850	1,054.80	2,285.40	27,424.85
3	13.9428	1,115.42	2,416.75	29,001.03
4	14.7005	1,176.04	2,548.08	30,576.99
5	15.3500	1,228.00	2,660.67	31,928.10
6	16.2701	1,301.61	2,820.16	33,841.89
7	17.2877	1,383.02	2,996.54	35,958.47
8	18.3265	1,466.12	3,176.60	38,119.20
10	19.9611	1,596.89	3,459.93	41,519.14
12	21.1090	1,688.72	3,658.89	43,906.68
13	22.4310	1,794.48	3,888.04	46,656.50
15	23.8913	1,911.31	4,141.16	49,693.94
16	25.9798	2,078.38	4,503.16	54,037.90
17	27.6620	2,212.96	4,794.75	57,536.97
18	29.1737	2,333.90	5,056.78	60,681.32

**SCHEDULE "A" cont'd**

**Based on 35 Hours Per Week**

<b>Positions</b>	<b>Step # 1 Probationary</b>	<b>Step # 2 2nd Year</b>	<b>Step # 3 3rd Year</b>	<b>Step # 4 Maximum</b>
Budget / Finance Coordinator	7	8	9	11
Central Records Manager	13	15	16	17
C.I.D. Technician	5	6	7	8
Complaints-Admin. Secretary	6	7	8	9
Court Clerk I **	5	6	7	8
Court Clerk	6	7	8	9
Crime Stoppers / Media Relations Coordinator	10	11	12	13
F.O.I. Coordinator	8	10	12	13
Human Resources Secretary	6	7	8	9
OMPPAC Manager	10	12	13	15
Operations Secretary	7	8	9	11
Receptionist	1	2	3	4
Support Services Manager	13	15	16	17
Traffic Clerk	5	6	7	8
Victim Witness Assistant	5	6	7	8
Victim Witness Coordinator	13	15	16	17

**\*\* Court Clerk I classification deleted effective January 1, 1999**

**SCHEDULE "A" cont'd**

**JANUARY 1, 1998 - 2.0 %**

**Based on 35 Hours Per Week**

<b>Level</b>	<b>Hourly</b>	<b>Bi-Weekly</b>	<b>Monthly</b>	<b>Annual</b>
1	\$ 12.1854	\$ 852.98	\$1,848.12	\$22,177.43
2	12.9255	904.79	1,960.37	23,524.41
3	13.6684	956.79	2,073.04	24,876.49
4	14.4112	1,008.78	2,185.70	26,228.38
5	15.0480	1,053.36	2,282.28	27,387.36
6	15.9499	1,116.49	2,419.07	29,028.82
7	16.9475	1,186.33	2,570.37	30,844.45
8	17.9659	1,257.61	2,724.83	32,697.94
9	18.6766	1,307.36	2,832.62	33,991.41
10	19.5683	1,369.78	2,967.86	35,614.31
11	20.1651	1,411.56	3,058.37	36,700.48
12	20.6936	1,448.55	3,138.53	37,662.35
13	21.9896	1,539.27	3,335.09	40,021.07
14	22.7099	1,589.69	3,444.33	41,332.02
15	23.4211	1,639.48	3,552.20	42,626.40
16	25.4685	1,782.80	3,862.72	46,352.67
17.i	26.9035	1,883.25	4,080.36	48,964.37



**SCHEDULE "A" cont'd**

**JANUARY 1, 1999 - 1.5 %**

**Based on 35 Hours Per Week**

<b>Level</b>	<b>Hourly</b>	<b>Bi-Weekly</b>	<b>Monthly</b>	<b>Annual</b>
1	\$ 12.3682	\$ 865.77	\$1,875.85	\$22,510.14
2	13.1194	918.36	1,989.78	23,877.35
3	13.8734	971.14	2,104.14	25,249.65
4	14.6273	1,023.91	2,218.48	26,621.76
5	15.2737	1,069.16	2,316.51	27,798.09
6	16.1892	1,133.24	2,455.36	29,464.33
7	17.2017	1,204.12	2,608.93	31,307.12
8	18.2354	1,276.48	2,765.70	33,188.36
9	18.9568	1,326.97	2,875.11	34,501.38
10	19.8618	1,390.33	3,012.38	36,148.51
11	20.4676	1,432.73	3,104.25	37,250.98
12	21.0040	1,470.28	3,185.60	38,227.21
13	22.3194	1,562.36	3,385.11	40,621.33
14	23.0505	1,613.54	3,495.99	41,951.91
15	23.7725	1,664.07	3,605.49	43,265.87
16	25.8505	1,809.54	3,920.66	47,047.93
17	27.5244	1,926.71	4,174.53	50,094.41

**SCHEDULE "A" cont'd**

**JULY 1, 1999 - 0.5 %**

**Based on 35 Hours Per Week**

<b>Level</b>	<b>Hourly</b>	<b>Bi-Weekly</b>	<b>Monthly</b>	<b>Annual</b>
1	\$12.4300	\$ 870.10	\$1,885.22	\$22,622.70
2	13.1850	922.95	1,999.73	23,996.74
3	13.9428	976.00	2,114.66	25,375.90
4	14.7005	1,029.03	2,229.57	26,754.87
5	15.3500	1,074.50	2,328.09	27,937.08
6	16.2701	1,138.91	2,467.64	29,611.65
7	17.2877	1,210.14	2,621.97	31,463.66
8	18.3265	1,282.86	2,779.52	33,354.30
9	19.0515	1,333.61	2,889.48	34,673.80
10	19.9611	1,397.28	3,027.43	36,329.20
11	20.5699	1,439.89	3,119.77	37,437.23
12	21.1090	1,477.63	3,201.53	38,418.34
13	22.4310	1,570.17	3,402.04	40,824.44
14	23.1658	1,621.61	3,513.48	42,161.74
15	23.8913	1,672.39	3,623.52	43,482.20
16	25.9798	1,818.58	3,940.26	47,283.17
17	27.6620	1,936.34	4,195.40	50,344.84

## **SCHEDULE "B"**

### **SERVICE PAY**

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

Service pay shall be granted on the following basis:

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

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

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

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

## **SCHEDULE “C”**

### **COMMUNICATIONS UNIT**

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

The composition of the Communications Unit presently consists of one (1) civilian Manager, five (5) civilian Shift Supervisors and twenty-seven (27) civilian Communications Operators.

Under the 6 & 3 system, five (5) Supervisors and twenty-two (22) Communications Operators shall be evenly distributed among the nine (9) units. Five (5) Communications Operators shall be distributed among the three (3) Units A, B and C, known as the “Flexible Units”.

The Chart on the following page is an amendment to Chart #5 of the “6 & 3” Work Schedule. All Communications personnel shall work their shifts according to the amended Chart except when the Communications Operators working the Flexible Units are being utilized as shift relief. The hours of work for the Communications Manager shall be as set out in Article VI, 6.02 (a) and 6.02 (e), and shall be allowed one (1) hour paid lunch period during each eight (8) hour tour of duty.

The Communications Operators working the “Flexible Units” shall receive an annual shift premium set out in Article XVII, 17.01 (b).

Annual vacation shall be drawn by seniority in three (3) different groups as follows:

Group A - Units 1, 4, 7 and C

Group B - Units 2, 5, 8 and B

Group C - Units 3, 6, 9 and A

There shall only be one (1) member on annual leave at one given time within the respective groups.

Communications Operators distributed in Units A, B and C shall work within their 6 & 3 group. They shall work flexible shift rotations for each block that a Communications member is on approved leave within their group. They must be scheduled one (1) block as a day shift in every three (3) blocks of work. Their shift rotation shall not be changed in the middle of a block.

**SCHEDULE "C" cont'd**

**Units**

1	3 D	xxx	6 A	xxx	6 N	xxx	3 D
9	xxx	6 A	xxx	6 N	xxx	6 D	
2	D 6	xxx	6 A	xxx	6 N	xxx	
7	3 A	xxx	6 N	xxx	6 D	xxx	3 A
6	xxx	6 N	xxx	6 D	xxx	6 A	
8	6 A	xxx	6 N	xxx	6 D	xxx	
4	3 N	xxx	6 D	xxx	6 A	xxx	3 N
3	xxx	6 D	xxx	6 A	xxx	6 N	
5	6 N	xxx	6 D	xxx	6 A	xxx	

D=Days 0800-1600

A=Afternoons 1600-2400

N=Nights 0001-0800

**Flexible**

**Units**

B	6 D	xxx	6 A	xxx	6 D	xxx	
C	3 D	xxx	6 A	xxx	6 D	xxx	3 A
A	xxx	6 A	xxx	6 D	xxx	6 A	

D = Days 1000-1800

A = Afternoons 1800 - 0200

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

**THUNDER BAY  
POLICE SERVICES BOARD**

**THUNDER BAY  
POLICE ASSOCIATION**

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

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

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

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

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