

IN THE MATTER OF AN ARBITRATION

BETWEEN:

KINGSVILLE POLICE SERVICES BOARD

- and -

KINGSVILLE POLICE ASSOCIATION

**AND IN THE MATTER OF AN ARBITRATION PURSUANT TO S. 40 OF
THE POLICE SERVICES ACT, R.R.O. 1990**

PAULA KNOPF - SOLE ARBITRATOR

APPEARANCES

For the Employer

Patrick F. Milloy, Counsel

For the Association

Patrick Dunnion, Counsel

Written Submissions Received from June 1999 to February 2000

SUPPLEMENTARY AWARD

In a decision between these parties dated May 3, 1999 several issues were resolved concerning the rights of members flowing from the disbandment of this Police Services Board. The Award did not resolve the amount of severance owing to S/Sgt. Holt. Instead the Award invited the parties to discuss the issue further in the hopes that a mutually agreeable solution could be achieved. The parties have engaged in discussions and correspondence but have been unable to resolve this matter. Accordingly, they agreed to file written submissions.

I have received and reviewed the extensive submissions regarding the issue of severance for S/Sgt. Holt.

S/Sgt. Holt was 52 years of age with 26.58 years of service at the time of disbandment. As indicated in my original Award in this matter, he retired only because of disbandment. Otherwise, he would have continued in service. It is recognized in situations like this that officers are entitled to recover the "obvious and foreseeable economic consequences flowing out of [the] termination." The calculation itself must be based on the principles of "reasonable notice." (See *Orillia Police Services Board and the Orillia Police Association, Arbitrator Richard L. Jackson*). That economic loss must

encompass the loss of employment as a police officer under a collective agreement and be reflective of the years of service.

Counsel for the Association has asked for thirty-six months' 1998 salary without deduction of OMERS pension earnings, plus interest. Counsel for the Board has submitted that an appropriate award would be the equivalent of nine months' pay, subject to deduction for pension monies earned. It was further submitted that there is no jurisdiction for an Arbitrator under s. 40 of the Act to award interest.

I have carefully considered the submissions of the parties in this case. I am not persuaded of the importance of severance arrangements in other jurisdictions achieved through collective bargaining or interest arbitration. This is a "rights" arbitration, governed by the principle of protection from economic loss, not the principle of comparability. On the other hand, I do find the Town of Kingsville's civilian redundant exit provision to be relevant. It provided for a severance allowance of \$500.00 per year of service to a maximum of \$5,000, plus three weeks' salary for each year of service to a maximum of fifty-two weeks. It does not contemplate deductions for pension monies received. That exceeds what is being suggested for S/Sgt. Holt. I am also taking into consideration the principles set out in my award concerning Chief Kuipers and this Board, dated November 15, 1999, that recognize the concept of reasonable notice.

Having regard to the foregoing, I have concluded the appropriate severance for S/Sgt. Holt is an amount equal to one month's wages for every year of seniority. Given the ongoing losses he absorbs because of the impact on pension due to his early retirement, and given the principles applicable to severance, I do not conclude that it is appropriate to deduct any pension monies received from the severance that is payable.

Without deciding the issue of whether I have jurisdiction to award interest on the monies payable, I exercise my discretion to decline to award interest in this case.

Dated at Toronto, Ontario this 10th day of March 2000.

Paula Knopf
Sole Arbitrator

