

RECEIVED  
JUL 04 2007

THIS AGREEMENT  
MADE THIS 1<sup>st</sup> day of October, 2006 4

BETWEEN:

ANISHINABEK POLICE SERVICE  
(hereinafter called the "Police Authority")

OF THE FIRST PART

AND

THE CANADIAN FIRST NATIONS POLICE ASSOCIATION  
(hereinafter called the "Association")

OF THE SECOND PART

**WHEREAS** the parties hereto have as of this date reached an Agreement as hereinafter set forth:

**AND WHEREAS** it is desirable for the purpose of maintaining the efficient operation of the Police Service and for maintaining harmonious relations between the parties, whereby grievances and disputes and other matters relative to the welfare of the parties and those they represent may be discussed and settled amicably;

**AND WHEREAS** this Agreement furthers the interest of both parties to provide effective, efficient and culturally sensitive police programs and services to the member First Nations of the Anishinabek Police Services;

**AND WHEREAS** this Agreement continues with the development of policing programs and services which are based on First Nation laws, culture, customs, values, traditions and standards;

**AND WHEREAS** this Agreement is to provide a community based peacekeeping service in the spirit of partnership with all nations, honouring each one's uniqueness and the creator's gifts with dignity and respect.

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NOW THEREFORE THIS AGREEMENT WITNESSETH that each party hereto in consideration of the premises and mutual covenants hereinafter contained agrees with the other as does follow:

#### ARTICLE 1 - RECOGNITION AND DEFINITIONS

1.01 The Police Governing Authority recognizes the Association as the exclusive bargaining agent with respect to all matters pursuant to all employees of the Anishinabek Police Service, save and except Inspectors and those above the rank of Inspector and civilian employees, but including Cadets, contract Police Officers, probationary Constables, all classes of Constables, Senior Constables, Staff Sergeants and Sergeants.

1.02 Wherever applicable in this Agreement the singular shall include the plural.

1.03 Where **an** employee was employed in policing in relation to a First Nation and the policing of that First Nation is assumed or undertaken by the Police Governing Authority after which the employee becomes an employee of the Police Governing Authority, whether by amalgamation or otherwise, the service of the employee shall be recognized for the purpose of eligibility for benefits in accordance with Police Governing Authority policy from his/her last date of hire in relation to his/her employment with a First Nation Police Service. Further, where the Police Governing Authority has agreed to assume or undertake the policing of a First Nation and to hire existing employees of that First Nation, the Police Governing Authority will recognize the seniority of such employees in accordance with Police Governing Authority policy and such seniority shall be calculated from the commencement of the last date of hire with the amalgamated First Nation policing service.

1.04 Any expression of the male gender shall also include the female gender in its application and vice versa.

#### DEFINITIONS

1.05 "Contract Police Officer" is a person employed by the Police Governing Authority as a Police Officer on a temporary basis or for a specific term of employment.

1.06 "Employee" whenever herein used shall mean only those employees coming within the Bargaining Unit as described above.

1.07 "Employee Representative" means a solicitor appointed by the Association and/or a person who is the nominee of an employee who has a grievance under this Agreement, or who is charged or disciplined under the Anishinabek Police Service Code of Conduct and/or Policies and Procedures, or who is the subject of any complaint under the aforesaid Code of Conduct and/or Policies and Procedures, nominated to act on behalf of such employee in respect of such grievance, charge or complaint and said nominee shall

be a member of the Association, and for such purpose the Administrator of the Association shall be considered a member of the Association.

1.08 “Grievance” means a complaint of an employee, made in writing, concerning a working condition or term of employment which is applicable to employees covered by this Agreement and, in particular, is defined as a difference arising either between an employee and the Police Governing Authority or between the parties hereto relating to the interpretation, application, administration or alleged violation of this Agreement.

1.09 “Group Grievance” means a complaint common to two (2) or more employees, made in writing, concerning a working condition or term of employment that is applicable to employees covered by this Agreement.

1.10 “Grievor” mean’s a person who has filed a grievance under this Agreement.

1.11 “Police Chief” means the Police Chief, Acting Police Chief or designate from time to time, of the Anishinabek Police Service.

1.12 “Police Governing Authority” (“PGA“)whenever hereinafter used shall mean the Police Governing Authority of the Anishinabek Police Service representing **its** member First Nation Territories.

1.13 “Service” means the Anishinabek Police Service.

1.14 “Vacancy” means any unoccupied position in the Bargaining Unit of the Anishinabek Police Service as described in Article 1.01 above.

## ARTICLE 2 MANAGEMENT RIGHTS

2.01 The Association and its members recognize and acknowledge that it is the exclusive function of the Police Governing Authority, except where expressly limited in this Agreement as follows:

- a. To maintain order, discipline and efficiency;
- b. To hire, discharge, lay-off, classify, direct, transfer, promote, demote, establish job classifications, determine qualifications for job classifications and schedule;
- c. To recruit, examine, select, hire, evaluate, train, re-evaluate, re-train, assign, re-assign and transfer;
- d. Generally to manage the Anishinabek Police Service and without restricting the generality of the foregoing to determine the work to be done, the methods, standards and schedules of operations, the type of equipment to be used, the number of persons to be employed, the process and control of the work to be done, including the right to make rules,

regulations and policies concerning the practices, procedures and directives of the Anishinabek Police Service as approved by the Police Governing Authority;

2.02 The Police Governing Authority agrees that it will not exercise discipline up to and including termination of any employee without reasonable cause. A claim by an employee that he/she has been disciplined without reasonable cause may be the subject of a grievance in accordance with the grievance procedure outlined in this Agreement.

2.03 Should the Police Governing Authority request, demand, or order a duty report from an employee, the duty report shall contain the following header:

“This report is being made at the direction of the Police Chief or his designate of the Anishinabek Police Service, and is made without prejudice. I object to and claim privilege from the use of all, any part or parts of this statement in any proceeding whether criminal or civil and including disciplinary proceedings, or any investigation or inquiry. Subject to the above, I submit the following:”

### ARTICLE 3 – ASSOCIATION MEMBERSHIP

3.01 The Police Governing Authority shall allow all new employees the opportunity to meet with an Association representative within two (2) weeks of the date of their hire. The meeting may occur on Anishinabek Police Service properties and shall occur during a regular scheduled shift, and not exceed two (2) hours.

3.02 The Police Governing Authority agrees to deduct an amount equal to the Association dues and other amounts duly authorized by the Association from the regular pay of each employee. The sums so deducted shall be forwarded to the Association within a two (2) week period.

3.03 When remitting such dues and other amounts, the Police Governing Authority shall provide the Association with the names, addresses, and classifications of the employees from whose pay such deductions have been made, together with the names, addresses and classifications of any employees who have, since the last payment, ceased to be employed by the Police Governing Authority.

3.04 The Association shall save harmless the Police Governing Authority from any and all claims which may be made against the Police Governing Authority arising from, or in any way related to deductions made from the pay of an employee directed or authorized by the Association.

3.05 The Police Governing Authority agrees that it shall not treat adversely, harass, restrain, interfere, intimidate, coerce or threaten, directly or indirectly, any employee in

respect of their employment because of the employee's membership or activity in the Association.

#### ARTICLE 4 – SALARIES AND WAGES

4.01 The Police Governing Authority shall pay each employee the salary and wages set out in Schedule "A" annexed hereto and forming part of this Agreement.

4.02 The Police Governing Authority shall provide each employee with an itemized statement of the salary, overtime and other supplementary pay and deductions **for** each pay period.

4.03 Except when it is beyond its control, the Police Governing Authority shall deposit an employee's salary and wages in the employee's bank account not later than 0700 hours on each pay day.

4.04 The Police Governing Authority shall not make any deductions from an employee's salary and wages unless authorized by the employee, statute, court order, arbitration or this Agreement.

4.05 Except as authorized or permitted by Federal or Provincial Statute, the Police Governing Authority shall not claim set-off against the salary and wages of any employee, make any claim against such salary and wages for liquidated or un-liquidated damages, or retain, cause to be retained to itself or accept directly or indirectly any salary and wages payable to an employee.

#### ARTICLE 5 – HOURS OF WORK

5.01 The normal hours of work for each employee shall be a total of forty (**40**) hours per week, averaged across the schedule of work, posted from time to time, by the Police Governing Authority, A scheduled shift of eight (**8**) hours or longer shall include a paid meal period or periods as follows:

For eight (8) hour shifts, 45 minutes;  
For ten (10) hour shifts, 60 minutes;  
For twelve (12) hour shifts, 75 minutes.

5.02 The hours of work shall be in accordance with the schedule of work posted from time to time by the Police Chief or designate. Scheduled shifts shall be a continuous block of hours and shall be eight (8), ten (10) or twelve (12) hours in duration.

5.03 Scheduled shifts shall start and conclude at the employee's detachment, or such other assigned work location, designated by the Police Governing Authority.

5.04 An employee shall be entitled to a minimum eight (8) or ten (10) hours off duty between the time an employee has completed a scheduled shift and the time an employee commences another scheduled shift, based on the length of the shift which the employee just completed.

5.05 In the event that an employee is scheduled or rescheduled to work a shift that does not allow for the minimum time off, and the employee works such shift, the employee shall receive an overtime premium for the hours worked up to the minimum time off in accordance with the overtime provisions of this Agreement.

5.06 Where an employee on a scheduled shift is required by the Police Chief or Director of Operations to terminate a shift before the completion of the employee's shift, the employee shall receive no less than the pay for the hours he or she was scheduled to work for such shift.

5.07 Meal periods shall start and conclude within the detachment area. Meal periods shall not be taken at any place where the employee cannot immediately return to duty should it be required. When the operational requirements do not permit the taking of a meal period, the employee will not be entitled to a premium or additional pay for the shift.

5.08 When an employee exercises a meal period outside of the detachment, the employee shall remain in constant communication with the detachment office or the dispatcher during such period.

5.09 An employee shall be entitled to a fifteen (15) minute break in each half of a scheduled shift, provided that such break does not interfere with the operational requirements of the Police Governing Authority.

5.10 Shift schedules shall be posted at least four (4) weeks in advance at the employee's detachment.

5.11 An employee shall be given a minimum of **six** (6) days personal notice preceding any change in shift, as set out in the posted shift schedule.

5.12 In the event that the employee's scheduled shift is changed, with less than six (6) days personal notice, the employee shall receive an overtime premium for those hours of work which are outside the employee's scheduled shift.

5.13 Wherever possible, days off shall be rotated so that each employee working on a rotating shift schedule receives an equal number of weekends off during the calendar year.

5.14 A Supervisory Officer, in the case of calls for service, may at any time request an employee to report for duty up to one hour before the commencement of any scheduled shift without the employee being entitled to overtime, provided the completion of the shift is reduced by the same amount of time.

#### ARTICLE 6 – SHIFT PREMIUMS

6.01 The Police Governing Authority shall pay an additional allowance equal to 48 cents (\$0.48) for each hour an employee works during a shift which commences between 1300 hours and 0500 hours the following day.

6.02 The payment of such shift premium shall be in addition to any overtime entitlement and to any premium pay for working on a holiday.

#### ARTICLE 7 – OVERTIME AND LIEU TIME

7.01 Overtime shall be any time spent in the service of the Police Governing Authority in excess of an employee's scheduled shift, except for Standby and On Call time as set out in Article 8, Call Back time as set out in Article 9, and Court time as set out in Article 10. In any event, all overtime shall be approved by the Police Chief, Detachment Commander or designate. No overtime shall be paid out without the approval of the Police Chief or designate. Employees required to work overtime shall be paid in accordance with Police Governing Authority policy or directives, which shall be deemed **part** of this Collective Agreement.

7.02 When an employee is required to be on duty for any period in excess of a ½ hour after a scheduled shift, such time shall accumulate, including the first ½ hour and be credited to the employee as overtime.

7.03 Hours of work by an employee, authorized by the Detachment Commander, beyond an employee's scheduled shift shall not be overtime where changes in days off or hours of work have been made as a result of an agreement by the employee to make such changes.

7.04 Overtime shall be paid at one and one half (1½) times an employee's regular rate of pay, without any premium or other pay in addition thereto, and in the case of time in lieu elected by the employee as set out below, at one and one half (1½) hours for each hour of overtime, or portion thereof worked. For the purpose of calculating partial hours, **six** minutes will equate to .1 hours.

7.05 When an employee completes a period of overtime as defined in this Agreement, the employee shall indicate to the employee's Supervisory Officer whether the employee elects to be paid for such overtime or take time off in lieu.

7.06 Overtime for which an employee elects to be paid shall accumulate for one pay period and the total so accumulated shall be paid to the employee during the following pay period.

7.07 Overtime for which an employee has elected to take as time off in lieu may be allowed to accumulate to a maximum of 40 hours at any time including any carry over, if any, to the following year and such time may be taken off by the employee as part of a day, or as a whole day or days, when requested by the employee, but only with the approval of the Police Chief or his designate which approval of the Police Chief or designate will not be unreasonably withheld.

7.08 The matter of time off in lieu of overtime pay shall be mutually agreed upon by both the employee and the Police Chief or designate. All reasonable efforts on the part of both parties shall be exercised.

7.09 Where an employee maintains an overtime bank as provided for above, and at or about 1 December of each year there are hours in the overtime bank, the employee may carry a maximum of 40 hours in the overtime bank into the next calendar year providing that at no time the overtime bank in any year exceeds 40 hours or may elect to be paid for all or part of the hours in the overtime bank at the election of the employee. In the event an employee elects to be paid all or part of the hours in the overtime bank, the employee shall be paid out on the first pay period in December.

#### ARTICLE 8 - STANDBY/ON CALL

8.01 "Standby Duty" means that an employee is at the detachment, is dressed in uniform and is immediately available for active duty.

8.02 An employee who is directed by the Police Chief or a Director of Operations to be on Standby Duty, for any reason, shall be paid at the rate of one and one half (1½) times the regular rate of pay for such periods of time as the employee is directed to be on Standby Duty, or until the employee is notified to stand down.

8.03 "On Call Duty" means that the employee can be immediately contacted by the Police Chief or a Director of Operations and is available at the employee's home or elsewhere to be called back to active duty such that the employee can report for active duty at the detachment within one half (1/2) hour.

8.04 An employee who is directed by the Police Chief or a Director of Operations to On Call Duty shall be paid at the rate of one half (1/2) of the employee's regular rate of pay while on call. In the event that the employee is called to active duty, the employee shall be paid the employee's regular rate of pay, or the overtime rate, as applicable.



8.05 An employee on Standby Duty or On Call Duty shall not be entitled to premium pay, overtime pay or any other additional benefit while on such duty, such that the only benefits to be paid are as set out in this Article.

8.06 The regular rate of pay in this Article shall not include any premium pay, overtime pay or any other additional pay.

#### ARTICLE 9 – CALL BACK

9.01 An employee who completes a tour of duty and who is thereafter during off duty hours and before one (1) hour prior to commencement of the employee's next scheduled tour of duty called to duty with the authorization of the Police Chief or designate, shall be paid for each such call back the greater of:

- (a) one and one half (1½) times the employee's regular hourly rate of pay for each hour or **part** thereof worked; or
- (b) four **(4)** hours at the employee's regular hourly rate of pay.

9.02 An employee who is requested to report to work up to one (1) hour prior to a scheduled tour of duty shall be paid overtime rates for the time worked up to and contiguous to the employee's scheduled tour of duty unless otherwise mutually agreed to between the Detachment Commander and the employee wherein the Detachment Commander may grant the employee early straight time leave in lieu of completing the employee's regular shift pursuant to practice.

9.03 An employee who is on annual vacation of forty (40) consecutive hours or more, and who is called back to duty by the Police Chief or Director of Operations shall be entitled to an extra day of vacation for each day or part thereof worked, and shall also be paid the greater of

- (a) two **(2)** times the employee's regular hourly rate of pay for each hour or part thereof worked;

OR

- (b) four (4) hours at the employee's regular hourly rate of pay.

9.04 For the purpose of this Article, a call back shall be defined as the recall of a member to duty after his normal tour of duty has been completed and he has left the premises of Anishinabek Police Service or fifteen (15) minutes has elapsed from the conclusion of his duties and before the member's next normal tour of duty.

## ARTICLE 10 – COURT TIME

10.01 An employee who **is** required to attend court during off duty hours that is required as a result of the employee's service to the Police Governing Authority and that is officially required as a result of the employee's work duties as a police officer shall be paid the greater of:

- (a) one and one half (1½) times the employee's regular hourly rate of pay for each hour or **part** thereof; or
- (b) four **(4)** hours calculated at the employee's regular hourly rate of pay.

10.02 An employee who is required to attend court during annual vacation of forty **(40)** consecutive hours or more, that is a result of the employee's service to the Police Governing Authority and that is officially required as a result of the employee's work duties as a police officer, shall be entitled to another vacation day for each day or part thereof that the employee is required to be in court and shall also be paid the greater of

- (a) two **(2)** times the employee's regular hourly rate of pay for each hour or **part** thereof; or
- (b) four (4) hours calculated at the employee's regular hourly rate of pay.

10.03 Court time shall not include attendance at any proceeding that relates to personal affairs of an employee, the affairs of the Association, or to any other matter that is not associated with the employee's work duties as a police officer.

10.04 Employees shall not schedule court time during their annual vacation or during time off in lieu of statutory holidays or overtime without pre-authorization from the Police Chief or Director of Operations,

10.05 Where an employee receives the benefits of the Anishinabek Police Service or the Anishinabek Police Service policies, such employee shall turn over to the Police Governing Authority all witness fees, conduct money, and any other amounts of money received by the employee for such attendance at court.

10.06 Where an employee is required to attend court while on duty and **is** prevented from going off duty at the normal time by reason of such attendance at court, the overtime provisions in Article 7 shall apply.

## ARTICLE 11 – OUT OF TOWN ASSIGNMENTS

11.01 When authorized by a Director of Operations or the Police Chief to travel at the expense of the Police Governing Authority, an employee shall be reimbursed such travel

expenses that are reasonably incurred in accordance with the travel policy of the Police Governing Authority.

#### ARTICLE 12 -- SERVICE PAY AND QUALIFICATION BADGES

12.01 Each employee shall be granted a Service Badge for each five (5) years of employment the employee completes and such employee shall be paid ten dollars (\$10.00) per month for each such Service Badge the employee has been granted. Service pay shall be paid on the first pay date in December of each calendar year.

#### ARTICLE 13 – SENIOR CONSTABLES

13.01 A senior constable is a constable with ten (10) years' seniority and an employee in good standing. Upon the recommendation of his immediate supervisor, the constable will become a Senior Constable.

#### ARTICLE 14 – PROMOTIONS, JOB POSTINGS, TRANSFERS, VACANCIES AND PROCEDURES

14.01 Where a vacancy occurs or a new position is created within the bargaining unit which the Employer intends to fill, notice of the position shall be posted at each detachment and at Anishinabek Police Service headquarters for a minimum of ten (10) working days. A copy of such notice will also be provided to the Association Administrator at the time of posting. The notice shall set out the job description, the qualifications required, the wage rate, the deadline for applications and the person to whom applications are submitted. This requirement of notice shall not apply to vacancies or new positions within the bargaining unit that are for a duration of four (4) months or less; nevertheless, the Employer will advise the Association in writing of any vacancy or new position of four (4) months or less that the Employer intends to fill.

14.02 Members shall submit written applications for the vacancy or newly created position within the period indicated on the notice and such members shall be selected for posted positions on the basis of their skill, ability, experience, qualifications, training and education as determined by the Police Chief or designate. Where, in the judgment of the Police Chief or designate, which judgment shall not be unreasonably exercised, these factors are relatively equal among the applicants, the most senior applicant shall be awarded the position.

14.03 Should there be no suitable applicants from within the bargaining unit, the Police Governing Authority may hire from outside the bargaining unit.

14.04 Promotions for the position of Sergeant and/or Staff Sergeant shall be made in accordance with the Police Governing Authority Staff Sergeant/Sergeant Selection policies.

14.05 All applicants shall receive notice that their application was accepted or not accepted. All unsuccessful interviewed applicants shall be advised by the Police Chief of his or her standing.

14.06 Transfers shall be made by the Police Chief, who may consider any relevant factor including but not limited to skill, ability, experience, qualifications, training and education as well as seniority.

14.07 In the event that the successful candidate arising out of a job posting for a promotion is required to change residential location in order to accept the job posting, the Police Governing Authority shall reimburse the employee for moving costs in the amount of \$2500.00.

#### ARTICLE 15 – ACTING RANK OR POSITION/ACTING PAY

15.01 An employee who is assigned temporarily, for more than three (3) weeks, to perform the duties of a higher rank or position with a higher rate of pay, shall be compensated at the rate of pay for that higher rank or position, including ranks and positions outside the employee's bargaining unit.

15.02 Where an employee is temporarily assigned to perform duties and responsibilities of a rank not covered by this Agreement, the employee shall retain the employee's rights and obligations under this Agreement.

#### ARTICLE 16 – PLAIN CLOTHES CLOTHING REIMBURSEMENT

16.01 An employee who is required to provide and wear ordinary clothing as part of regular duties, shall be reimbursed by the Police Governing Authority for expenses incurred in the purchase and/or cleaning of such clothing upon presentation of the necessary receipts. Such reimbursement shall be in an amount not to exceed one thousand dollars (\$1,000) annually. The employee must work on duty in regular clothes for not less than twenty (20) working days in a given calendar year to receive a clothing reimbursement, which may be pro-rated for the days worked.

#### ARTICLE 17 - PAID DUTY

17.01 "Paid Duty" is duty performed by an employee apart from his or her regular duties, at the request of and paid for by individuals, corporations or organizations directly to the Anishinabek Police Service and sanctioned and administered by the Police Chief or his designate.

17.02 Paid Duty shall be voluntary and shall be distributed by the Police Chief as fairly and equitably as possible among those employees willing to undertake such duties.

17.03 The rate to be paid for Paid Duty shall be paid at one and one-half (1½) times the regular rate of pay for a first class constable – the minimum number of hours to be paid on each such occasion shall be four (4) hours.

## ARTICLE 18 – CLOTHING

18.01 The style, character, quality and standard of the uniform, including body armour, issued to and worn by employees shall be established by the Police Chief. There shall be a Clothing Committee. The Clothing Committee comprised of both management and Association members may make recommendations to the Police Chief, which recommendations will not be unreasonably disregarded.

18.02 The Police Governing Authority shall issue to each employee the clothing listed in Schedule "B" attached hereto and shall re-issue to each employee such replacement clothing in accordance with the re-issuance frequency indicated in that Schedule.

18.03 When an employee requests a replacement of any clothing indicated on Schedule "B" where the employee is not entitled to a replacement of such clothing in accordance with the frequency of issuance set out in Schedule "B", the employee shall be responsible for all associated replacement costs.

18.04 If any article of clothing is damaged or destroyed in the performance of duty, such item shall be repaired or replaced by the Police Governing Authority as soon as practicable.

18.05 The Police Governing Authority shall pay a reasonable amount for reasonably necessary personal items requiring repair or replacement, including but not limited to dentures, eye glasses, watches, etc. if damaged while the employee is carrying out police duties. The Police Governing Authority shall not pay for a personal item where the item is not reasonably necessary (e.g. jewellery) or where the item, although reasonably necessary, is unnecessarily or unreasonably expensive to replace (eg. an expensive watch). In the latter circumstance, however, the Police Governing Authority shall make a reasonable contribution (up to \$100.00) towards the cost of replacement or repair of such item.

18.06 Uniform members are issued body armour and shall wear it.

18.07 An employee shall be exempt from wearing body armour for a medical condition where verified by a licensed physician's written authorization.

18.08 As soon as the Anishinabek Police Service is advised of a pregnancy, the Police Governing Authority shall reclassify the employee to modified duties and provide the employee with a plain clothes allowance.

## ARTICLE 19 – LEGAL INDEMNIFICATION

19.01 An officer seeking to be eligible for indemnification under this article shall proceed as follows:

- 1) Apply in writing to the Police Chief within 30 days of charges being laid or a proceeding being served;
- 2) Seek approval **of** the Police Chief for any choice of defence counsel, which approval shall not be unreasonably withheld, and must be given in writing by the Police Chief;
- 3) Seek approval of the Police Chief for any decision thereafter to proceed to **a** higher level of judicial system, which approval shall not be unreasonably withheld and must be given in writing by the Police Chief;

19.02 Where an officer is eligible for indemnification as set out in Article 19.01, and, in particular, is charged with an offence while acting as a police officer in the lawful execution of one's duty, the Police Governing Authority shall provide legal indemnification to the officer for the solicitor's fees inclusive of disbursements and applicable taxes incurred in the defence of such charge upon submission and approval by the Police Governing Authority of the solicitor's **Bill** of Costs. In the event the police officer is required to pay an initial retainer in trust to the solicitor, the Police Governing Authority will provide such retainer upon the approval of the Police Governing Authority, which approval shall not be unreasonably withheld, and subject to reimbursement under Article 19.03

19.03 If the officer is found guilty at a criminal proceeding, the officer shall reimburse the Police Governing Authority the legal fees as soon as practicable. The Association will not interfere with the collection process.

19.04 Where an employee **is** eligible for indemnification as set out in Article 19.01 and is a defendant in a civil proceeding arising out of acts done in the good faith performance of his or her duties as an officer, in the judgment of the Police Chief, which judgment shall not be unreasonably exercised, the officer will be indemnified for the solicitor's fees incurred in the defence of such proceedings **up** to a maximum of \$7,500.00 upon submission and approval of the solicitor's final Bill of Costs, which approval shall not be unreasonably withheld. In **the** event, the police officer is required to pay an initial retainer in trust to the solicitor, the Police Governing Authority will provide such retainer to a maximum of \$7,500.00 upon the approval of the Police Governing Authority, which approval shall not **be** unreasonably withheld, and such retainer shall be applied to the solicitor's total fees set out in the final Bill of **Costs** submitted for approval by the Police Governing Authority.

19.05 Notwithstanding any of the above referred to in this Article, an employee shall not be indemnified for costs arising from any of the following:

- a. grievances under the Collective Agreement;
- b. acts or omissions of an officer acting as a private citizen;
- c. disciplinary charges ~~or~~ conduct complaints.

#### ARTICLE 20– ASSOCIATION **MEETINGS** AND NOTICES

20.01 Subject to the provisions of this Article, an employee may request from the Police Chief leave to attend Association meetings, hearings or other Association business. The Police Chief shall grant such leave if it is in compliance with this Article and does not interfere with the effective and efficient operational requirements of the Detachment.

20.02 Applications for leave shall be from the Association in writing and/or communicated by Enterpol e-mail to the Police Chief and shall provide the Police Chief with three (3) weeks notice of the request and shall identify the employee's name.

20.03 Employees shall not use the Police Governing Authority's vehicles, equipment, uniform, or supplies without the Police Chief or designate's permission, which permission shall not be unreasonably withheld, in relation to attending Association meetings, hearings or other Association business, except for limited communication by **fax**, Enterpol, e-mail and/or telephone in accordance with Police Governing Authority policy.

20.04 Employees shall be entitled to receive leave under this Article with pay subject to the following limitations:

- (a) the pay shall be at the employee's regular hourly rate ~~of~~ pay;
- (b) notwithstanding any other provision of this Agreement, the employee shall not be entitled to any overtime pay, or any other premium pay in addition to straight time;
- (c) travel time shall he included;
- (d) the employee shall not be entitled to reimbursement for travel or any other expense.

20.05 The total amount of leave in each Region during a calendar year shall not exceed five (5) person days (8 hour shifts).

20.06 Should an employee be a member of the Executive Board of the Association, such employee shall be granted leave of absence without pay for Association business. Such leave of absence will only be granted when it will not interfere with the effective and efficient operations of the Service and such leave shall not be unreasonably withheld by the Police Governing Authority.

20.07 Should an employee be a member of the Clothing Committee, such employee shall be entitled to attend a minimum of two (2) meetings per year, as may be scheduled by the Police Chief, where the minimum for each meeting shall be one and one half (1 1/2) days (8 hour shifts per day) for each such employee.

Notwithstanding Article 20.04 (d), members of the Clothing Committee shall receive travel expenses to attend such committee meetings in accordance with the Travel Policy.

20.08 The Association shall have the right to post Association notices in each building occupied by the Police Governing Authority at locations satisfactory to the Police Chief, and accessible to the employees.

20.09 Six (6) months prior to the expiry of this Collective Agreement, the parties will meet to discuss the amount of leave with pay to be provided to Association representatives on the Bargaining Committee for meetings to negotiate the renewal of this Collective Agreement.

20.10 The Police Chief shall allow an employee to attend Association meetings held in the employee's Detachment area while on duty provided that:

- (a) the employee attending such meeting shall only use time allotted to the employee's lunch period and/or break periods on that tour of duty to attend such meeting and,
- (b) the employee is at all times available for communication with his Detachment and/or the radio dispatcher and shall respond appropriately to any information received from them.

## ARTICLE 21 – VACATIONS

21.01 Every employee shall be entitled to vacation with pay between January 1<sup>st</sup> and December 31<sup>st</sup> of each year, as set forth in Schedule "C" annexed hereto and forming part of this Agreement.

21.02 Where an employee is hired after January 1<sup>st</sup> in a calendar year, vacation entitlement shall be granted in that year on a pro-rated basis.



21.03 An employee shall not be entitled to time off for vacation until after the expiration of six (6) months from the date of the commencement of the employee's employment with the Police Governing Authority unless otherwise authorized by the Police Governing Authority.

21.04 An employee shall be entitled to increased vacation in accordance with Schedule "C" in the year in which the anniversary of the employee occurs on a pro-rated basis.

21.05 Employees shall make application for vacation and such requests shall be granted on the basis of seniority subject to the operational requirements of the Police Service.

21.06 Subject to the other provisions of this Article, an employee shall be entitled to not less than forty (40) hours vacation (excluding rest days) during the months of July and August.

21.07 An employee shall be entitled to carry one (1) week's vacation entitlement or any portion thereof over to the following year and up to two (2) weeks' vacation entitlement after eight (8) years of service, subject to the approval of the Police Chief which approval shall not be unreasonably withheld.

21.08 (a) When, in any year, for any reason other than retirement, an employee leaves the Police Service prior to receiving annual vacation in that year, the employee shall be given the proportionate amount of vacation or pay in lieu thereof, for that year, plus any vacation or pay in lieu carried over from previous year(s) before the employee's name is removed from the payroll or before the employee's resignation becomes effective, as the case may be. Where the employee leaves the Police Service, for any reason other than retirement, having taken the complete vacation for that year or otherwise leaving a deficit in vacation entitlement, the amount of such deficit shall be deducted from any monies owing to the employee.

(b) Regardless of the date of retirement, when an employee retires, the employee shall be given full annual vacation for the calendar year in which the employee retires.

21.09 An employee who is on extended sick leave with pay shall accumulate vacation entitlements which shall be retained in a vacation bank until the employee returns to active duty, An employee who is unable to return to work and who retires or leaves the Police Service as a result of injury or illness shall be entitled to payment in full of earned vacation.

21.10 An employee, on request, shall be paid for forty (40) hours vacation time in lieu of time off, to be paid on the first pay day in December in any calendar year.

21.11 For the purpose of calculating vacation entitlement pursuant to Schedule "C", years of service shall be calculated from the date of last hire with the Police Governing Authority, provided that:

- (a) Where an employee was employed in policing in relation to a First Nation and the policing of that First Nation is assumed or undertaken by the Police Governing Authority after which the employee becomes an employee of the Police Governing Authority, whether by amalgamation or otherwise, the service of the employee in the policing of that assumed First Nation shall be recognized for the purpose of calculating vacation entitlement in accordance with Police Governing Authority policy from his/her last date of hire in relation to policing the assumed First Nation;  
OR
- (b) Where the Police Governing Authority has agreed at the time of hire to recognize for the purpose of vacation entitlement prior policing service of the employee, the vacation entitlement of the employee shall include such prior service.

#### ARTICLE 22 – STATUTORY HOLIDAYS

22.01 Each employee shall be entitled to twelve (12) days off, calculated as eight (8) hour shifts, in lieu of the following statutory holidays in each calendar year during the term of this Agreement:

|                  |                 |
|------------------|-----------------|
| New Year's Day   | Victoria Day    |
| Labour Day       | Remembrance Day |
| Boxing Day       | Easter Monday   |
| Good Friday      | Canada Day      |
| Thanksgiving Day | Christmas Day   |
| Aboriginal Day   | Civic Holiday   |

22.02 An employee required to work on a statutory holiday shall, in addition to the lieu time, be paid the rate of one and one-half (1½) times his or her regular rate of pay, for each hour worked during the shift, where the shift commences on the holiday day.

22.03 Three eight (8) hour or ten (10) hour shifts attributable to holiday days shall be utilized by each employee for the Christmas/New Year's schedule to enable each employee to take a one-week absence during the Christmas/New Year's period. Other holiday days may be taken on request of the employee, subject to the operational needs of the Police Service. However, the Police Chief may schedule two (2) holiday days attached to an employee's vacation period outside July and August.

22.04 Should an employee not use all statutory holidays within the calendar year in which the holidays occur, the Police Governing Authority shall on or before the first pay in February, pay out each outstanding holiday day **at** the regular hourly rate of the employee based on eight (8) hours per day for each holiday day not taken off by the employee during the previous calendar year.

22.05 An employee shall not be paid holiday pay where the holiday occurs:

- (a) during an unpaid leave of absence unless the leave is due to sickness or injury;
- (b) while the employee is receiving Worker's Compensation benefits; or
- (c) while the employee is receiving long term disability benefits.

22.06 Where the statutory holiday occurs during an employee's absence due to sickness, vacation or other paid leave of absence, the day will be deemed to be a statutory holiday, and the employee will receive holiday pay.

#### ARTICLE 23 – MATERNITY LEAVE **AND** PARENTAL LEAVE

23.01 Every employee who becomes pregnant shall notify her Supervisor of her pregnancy in writing in accordance with governing legislation as amended from time to time.

23.02 Employees shall be entitled to the periods of time off prescribed by the governing legislation, as amended from time to time.

23.03 Employees entitled to periods of time off related to maternity leave and/or parental leave including an employee who becomes legally responsible for the care of a newborn and/or newly adopted child shall be entitled to the benefits provided in Article 31.01 and the Police Governing Authority shall continue to make the pension contributions set out in Article 32 provided **the** employee makes his or her pension contributions. The employee shall continue to accumulate seniority, benefits pursuant to Article 31.01, vacation entitlements and statutory holiday credits in accordance with governing legislation during the leave. In the event the employee extends his or her leave beyond that prescribed by governing legislation, he or she becomes responsible for full payment of benefits including pension contributions.

23.04 A male employee may be granted one (1) day paid leave for needs directly related to the birth of his child.

23.05 Employees returning from maternity and/or parental leave of absence shall be reinstated to their former position at the same location or shall be placed in a comparable

position at the same wages and benefits that the employee would have been entitled to in his/her former position at the time of return to work.

23.06 During maternity and/or parental leave, where an employee is in receipt of Employment Insurance Benefits, the Police Governing Authority shall pay the employee the rate equivalent to the difference between the Employment Insurance benefits the employee receives and ninety percent (90%) of the employee's regular rate of pay.

23.07 Employees must provide proof of application for and receipt of Employment Insurance Benefits.

23.08 Any employee who has become the natural parent or legally adoptive parent of a child who applies for Employment Insurance Benefits, shall receive from the Police Governing Authority one hundred percent (100%) of their regular rate of pay for the two-week waiting period for receipt of Employment Insurance benefits.

23.09 Employees may increase their receipt of benefits in this Article to one hundred percent (100%) of their regular rate of pay by using some or all of their accumulated and earned overtime, lieu time and/or vacation time.

23.10 Parental Leave and the subsequent return to employment must at least conform to the provisions of the *Canada Labour Code* as amended from time to time.

#### ARTICLE 24 – SICK LEAVE

24.01 Each employee shall receive a credit of one (1) day (8 hours) of sick leave for each month of service, such credits to be cumulative, provided the employee receives at least ten (10) days pay in that one (1) month.

24.02 An employee earns sick leave credits, but is not entitled to sick leave with pay during his or her first three (3) months of continuous employment.

24.03 Sick leave means the period of time an employee is absent from work by virtue of being sick or disabled, and any **sick** leave for three (3) consecutive scheduled shifts or more will require a note from the employee's physician, dentist, or other health care provider certifying that the employee was unable to carry out his or her duties.

24.04 Any unused sick leave credits remaining at the end of a calendar year shall be forfeited.

24.05 Each employee shall be entitled to receive sick pay, at full salary, for any time lost by reason of illness or injury to the full extent of sick leave credits available to the employee at the time of such absence, except where the employee is in receipt of compensation pursuant to the *Workplace Safety and Insurance Act*.

24.06 The number of days for which an employee receives sick pay shall be deducted from the employee's cumulative sick leave credits. Sick leave may be taken, and accordingly deducted from sick leave credits, where sick leave is taken by an employee for a portion of a shift, in which circumstance the deduction will be made for each hour or portion thereof which the employee is absent from work calculating the cumulative sick leave credits hourly.

24.07 An employee who is unable to report for duty by reason of illness or injury shall cause the employee's Detachment Commander to be notified as soon as reasonably practicable.

24.08 Upon termination of an employee's employment, for whatever reason, any unused sick leave credits shall be forfeited.

24.09 In the event an employee is in receipt of Short Term Disability benefits, all earned sick leave credits, overtime credits, statutory holiday credits, vacation credits and other lieu credits shall be utilized until exhausted so as to cause the employee to receive one hundred percent (100%) of the employee's regular wage. While receiving Short Term Disability benefits, an employee shall pay over or transfer to, in a manner satisfactory to the Police Governing Authority, all monies received from the Short Term Disability insurer, so as to place the Police Governing Authority in administration of the employee's income during the period the employee is in receipt of Short Term Disability benefits.

#### ARTICLE 25 - BEREAVEMENT LEAVE

25.01 An employee is entitled to and shall be granted, in the event of the death of a member of his or her immediate family, bereavement leave on any of his or her normal working days that occur during four (4) days immediately following the day of death provided the employee attends the funeral. If the funeral is five hundred (500) or more kilometres from the employee's home, the leave shall be extended by two (2) additional days for the purpose of traveling. For the purpose of this Article "immediate family" shall include the employee's spouse, common law spouse, mother, father, step-mother, step-father, mother-in-law, father-in-law, son, daughter, son-in-law, daughter-in-law, step-son, step-daughter, brother, sister, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, foster parents, legal guardians, grandchildren, and the grandparents of the employee and spouse, and/or any member of the employee's household.

25.02 An employee who has completed three (3) consecutive months of continuous employment and is entitled to employment bereavement leave under Article 25.01 is entitled to such leave with pay, at the regular rate of pay for such days which occur during the period of the leave of absence under Article 25.01.

## ARTICLE 26 – MARRIAGE LEAVE

26.01 After the completion of one (1) year of continuous employment and upon two (2) weeks written notice, an employee shall be granted leave with pay for two (2) days to attend his or her wedding.

## ARTICLE 27 – TRAINING AND DEVELOPMENT LEAVE

27.01 An employee may apply for paid training and development leave to attend internal or external training courses, workshops or conferences.

27.02 All applications for paid training and development leave are subject to the approval of the Police Chief taking into consideration the operational requirements of the Police Service, the suitability of the applicant for the proposed training and development, the appropriateness of the proposed training and development and the costs of the leave.

27.03 The employee shall be entitled to payment for his or her time travelling to and from such course, workshop or conference and his or her time attending such course, workshop or conference, provided such time is at straight time only, and no premium rate or overtime rate shall apply to such time or any other paid time of the employee occasioned by such paid training or development leave.

27.04 An employee applying for paid training and development leave may apply to the Police Chief for reimbursement of the expenses incurred by the employee attending such course, workshop or conference and upon approval of the Police Chief, which approval shall not be unreasonably withheld, the Police Governing Authority shall reimburse the employee for such approved expenses upon providing receipts of such expenses incurred.

## ARTICLE 28 - EDUCATION LEAVE

28.01 An employee with at least three (3) years of continuous employment with the Police Governing Authority who wishes to further his or her education, may apply for an unpaid education leave of up to one (1) year, for the purpose of obtaining further education that is job related. Such leave requires the approval of the Police Chief, taking into consideration the operational requirements of the Police Service, the suitability of the applicant for training or education, and the appropriateness of the proposed training or education.

28.02 While an employee is on unpaid education leave, any benefits based on service or seniority shall be retained but not accumulated.

28.03 The employee shall, coincident with his/her application for education leave, agree to return to work for the Anishinabek Police Service **and** the Police Governing Authority shall make available to the employee upon the expiration of the education leave, a

position at least equivalent to that which the employee held prior to the education leave to the extent operationally feasible as determined by the Chief of Police which determination shall not be unreasonably exercised.

#### **ARTICLE 29 – CIVIL DUTY LEAVE**

29.01 Where an employee is absent from work by reason of a lawful subpoena to attend as a witness in any legal proceeding, the employee shall be entitled to a leave of absence without pay to attend such proceeding, or at his or her election may utilize such vacation, holiday or overtime credits or lieu time with respect to the absence from work. The employee shall be away from work for only the time required to travel to and attend at such legal proceeding.

#### **ARTICLE 30 – WORKPLACE SAFETY AND INSURANCE**

30.01 An employee who is absent from duty as a result of work-related illness or injury shall:

- (a) Promptly comply with the stipulations of W.S.I.A. but nevertheless will continue to receive the employee's regular salary until the employee begins to receive W.S.I.B. income replacement benefits or such benefits that are payable and thereafter shall continue to receive eighty-five per cent (85%) of net salary (i.e. gross income less income tax deductions, if any) and shall remit, where applicable, to the Police Governing Authority, any remuneration received from the W.S.I.B. in relation to the net salary, but "remuneration" does not include any other payments.
- (b) Continue to receive full coverage of this Agreement, and the Police Governing Authority shall continue all benefits and pension contributions as if the employee was not absent.
- (c) Continue to accumulate vacation and, at the employee's option, shall receive such accumulation upon returning to duty in time off or as pay in lieu thereof.
- (d) Employees may increase their receipt of benefits in this Article to one hundred per cent (**100%**) of their regular rate of pay by using any, some or all of their accumulated and earned overtime, lieu time, statutory holiday time, vacation time and sick time banks.

#### **ARTICLE 31 - BENEFITS**

31.01 The Police Governing Authority will contract with an insurance carrier for the purpose of providing insured services as set out below:

- i. extended health care;
- ii. emergency travel assistance;
- iii. dental care;
- iv. short term disability;
- v. long term disability;
- vi. life insurance;
- vii. accidental death and dismemberment.

Such insured services shall at all times remain at least equivalent to the present Sun Life Group Insurance Plan (policy #22202).

31.02 The Police Governing Authority shall pay one hundred percent (100%) of the single premium or the family premium, as the case may be, for any member who is eligible for and entitled to receive insured services referred to in Article 31.01 above.

31.03 The Police Governing Authority will provide each employee with the booklet which outlines the insurance plan as provided by the insurance carrier.

#### ARTICLE 32 – PENSIONS

32.01 All employees shall be registered under the Ontario Pension Plan, administered by the Ontario Pension Board. The contributions required and the terms of the pension plan shall be as set out in the Ontario Pension Plan and as may be determined by the Ontario Pension Board.

32.02 Provided that the employee pays his or her portion of the contribution to the Ontario Pension Plan while the employee is employed by the Police Governing Authority, the Police Governing Authority shall pay to the Ontario Pension Plan on behalf of each participating employee one-half (1/2) of the contributions required by the Ontario Pension Plan in relation to the employment by the employee with the Police Governing Authority.

32.03 Upon the retirement of an employee, the pension benefits to which an employee would be entitled shall be determined by the Ontario Pension Board.

#### ARTICLE 33 - LOSS OF SENIORITY

33.01 Seniority rights shall cease and employment will be terminated for any of the following reasons:

1. Voluntary resignation that is not rescinded pursuant to Article 37;
2. Discharge for just cause;



3. Absent without authorization for any period in excess of five (5) consecutive working days
4. If a member is laid off in excess of two (2) years;
5. If a member who has been laid off does not report for work within fifteen (15) days of recall as provided in Article 34;
6. If a member retires.

**33.02** Seniority as referred to in Article 33.04 shall be applied in determining the order of lay-off and recall of members pursuant to Article 34.

**33.03** Subject to Article 1.03 and 21.11, seniority shall be effective from the date employment commences with the Police Governing Authority.

**33.04** The Police Governing Authority shall maintain an up-to-date list, showing the date upon which each member's service commenced. A copy of the seniority list shall be posted in the general office and sent to the Association prior to July 1st in each year.

#### ARTICLE 34 - LAY OFF AND RECALL

**34.01** A notice of lay-off shall be given at least in accordance with the terms of *The Canada Labour Code*. If the employee laid off has not had the opportunity to work the period of notice of lay-off, he/she shall be paid at least in accordance with the provisions of *The Canada Labour Code* as set out in Part III, Division X thereof, and any amendments thereto.

**34.02** The Police Governing Authority may lay off one or more employees upon providing not less than forty-five (45) days written notice prior to the effective date of the lay off. The employee with the least seniority shall be the first to be laid off provided that the next senior employee retained has the necessary skills, qualifications, abilities, and willingness to perform the work available. The application of seniority in the course of a layoff will be limited to the work detachment/headquarters of the affected employee(s) and for the purposes of a layoff such application of seniority shall not be a means for promotion of the affected employee(s). Nevertheless, in the event of a layoff and a vacancy occurs outside the work detachment/headquarters of the affected employee(s), first consideration will be given to the affected employee(s) to fill such vacancy provided the affected employee(s) have the necessary skills, qualifications, abilities, willingness to perform the work available and the consent of the receiving community.

**34.03** Subject to Article 34.02, employees on layoff possessing the necessary skills, qualifications, abilities, and willingness to perform the work available in the judgment of the Police Chief or designate, which judgment shall not be unreasonably exercised, shall have a right of recall for positions which become available during the layoff, in reverse order of layoff.

34.04 The right of recall shall cease twenty-four (24) months after the date of layoff and the employee shall lose all seniority and be deemed terminated at that time.

34.05 The Police Governing Authority shall not participate in the cost of an employee's benefits after the month in which the employee is laid off; however, subject to the conditions and the availability of the insurance benefits, the employee may seek to arrange to have his/her benefits continued solely at the employee's expense until recall or until the expiry of the period referred to in Article 34.04, whichever first occurs.

34.06 When employees are to be recalled by the Employer, they shall be notified by Registered Mail or any other written means the Employer may wish to utilize to their last place of residence known to the Employer and a copy of the same will be provided to the Association. If they fail to report to work within fifteen (15) calendar days after the delivery or receipt of such notice, whichever is greater, the Employer shall not be under any obligation to re-employ them.

34.07 Other than the right of recall and the benefits provided in this Article, during the period of layoff, an employee on layoff shall not be entitled to any of the benefits in this Agreement.

34.08 An employee on layoff shall be compensated for court attendance required as a result of the performance of police duties in accordance with Article 10.

#### ARTICLE 35 - PROBATIONARY, CASUAL AND TEMPORARY EMPLOYEES

35.01 All new employees except those referred to in articles 1.03 and 21.11 of this Agreement shall be considered probationary employees and shall be on probation for the first twelve (12) months of their employment with the Police Governing Authority, and after twelve (12) months their name shall be placed on the seniority list with an effective date as **at** the first date of last hire with the Police Governing Authority subject to Articles 1.03 and 21.11.

35.02 A temporary employee shall be an employee hired ~~for~~ a non-permanent position for a specific period not to exceed twelve (12) months.

35.03 A casual employee shall be an employee hired from time to time for casual tasks of short duration not to exceed six (6) months and the termination of such employee of such casual task will not be subject to the grievance procedure. Casual employees while performing such casual tasks **shall** not acquire seniority.

35.04 The Police Governing Authority agrees to notify the Association when an employee is hired on a temporary or casual basis.

35.05 The implementation of this Article in no way interferes with the employment of the permanent employees of the Police Governing Authority.

#### ARTICLE 36 – ACCOMMODATIONS

36.01 Accommodations must conform with the *Canada Labour Code*, *Canadian Human Rights Act* and any other governing legislation as amended from time to time.

#### ARTICLE 37 – RESIGNATIONS

37.01 An employee who has submitted a written resignation to his/her Detachment Commander and/or immediate supervisor may withdraw the resignation within forty-eight (48) consecutive hours of submitting the written resignation including Saturdays, Sundays and/or Statutory holidays. The withdrawal of the written resignation shall be by written notice delivered to the Detachment Commander and/or the employee's immediate supervisor within forty-eight (48) consecutive hours of the date the written resignation was submitted.

#### ARTICLE 38 - SECONDARY EMPLOYMENT

38.01 Notwithstanding that no employee shall engage in any employment constituting a conflict of interest, including any employment that is likely to bring discredit to the police service, no employee who is suspended with pay shall seek, obtain and/or engage in **any** new secondary employment during the period of such suspension with pay except with the written consent of the Police Chief which written consent shall not be unreasonably withheld.

#### ARTICLE 39 - EMPLOYMENT RECORDS

39.01 Discipline entries in an employee's employment file shall be expunged twenty-four (24) months after the completion of the discipline, provided there has been no further discipline. Notwithstanding the foregoing, criminal convictions shall remain a part of the record unless a pardon has been granted.

39.02 Each employee is entitled to review his or her employment record prior to being counselled and on request, not to exceed twice per year, and to receive a copy of any document in the record.

39.03 Every entry or notation made in an employee's employment record shall be brought to the employee's attention.

## ARTICLE 40 – ESTABLISHED PRIVILEGES

40.01 Each time an employee is awarded the Ontario Police Fitness Pin, the Police Governing Authority will pay a one hundred dollar (\$100.00) bonus to the employee.

## ARTICLE 41 - GRIEVANCE PROCEDURE

41.01 For the purpose of this Agreement, a grievance or complaint is defined as a difference arising either between an employee and the Police Governing Authority or between the parties hereto relating to the interpretation, application, administration or alleged violation of this Agreement.

41.02 The grievance shall be in writing and shall identify the nature of the grievance, the remedy sought, and should, where possible, specify the provisions of the Agreement which are alleged to have been violated.

41.03 (a) At the time formal discipline is imposed or at any stage of the grievance procedure, an employee shall have the right to the presence of their Association representative. In the case of suspension or discharge, the Police Governing Authority shall notify the employee of this right in advance.

(b) Where the Police Governing Authority deems it necessary to suspend or discharge an employee, the Police Governing Authority shall notify the Association of such suspension or discharge in writing within one (1) day of the decision to suspend or discharge such employee.

41.04 It is the mutual desire of the parties hereto that complaints shall be dealt with as quickly as possible, and it is understood that an employee has no grievance until the employee has first given the employee's immediate supervisor the opportunity to deal with the complaint. The grievor may have the assistance of an Association representative if so desired.

### **STEP ONE**

Such complaints shall be discussed with the employee's immediate supervisor within ten (10) days following the occurrence of circumstances giving rise to the complaint or within ten (10) days following the occurrence of circumstances which ought reasonably to have come to the attention of the employee.

### **STEP TWO**

Failing settlement within the time period as set out in STEP ONE, it shall then be taken up as a written grievance within ten (10) days, by the grievor and submitted to the

employee's immediate supervisor. The employee may be accompanied by an Association representative. The immediate supervisor shall deliver a decision in writing within ten (10) days following the day on which the written grievance was presented.

### **POLICY GRIEVANCE**

41.05 A complaint or grievance arising directly between the Police Governing Authority and the Association concerning the implementation, interpretation, application, administration or alleged violation of this Agreement shall be originated at STEP TWO of the grievance procedure within ten (10) days following the circumstances giving rise to the grievance. Where the grievance is a Police Governing Authority grievance, it shall be filed with the Association at STEP TWO of the Grievance Procedure.

### **GROUP GRIEVANCE**

41.06 Where a number of employees have identical grievances, and each one would be entitled to grieve separately, they may present a group grievance, in writing, identifying each employee who is grieving to the Police Governing Authority or designate, within ten (10) days following the occurrence of the circumstances giving rise to the grievance. The grievance shall be treated as being initiated at STEP TWO of the grievance procedure and the applicable provisions of this Article shall then apply with respect to the handling of such grievance.

### **DISCHARGE GRIEVANCE**

41.07 If an employee claims that the employee has been unjustly discharged, such claim must be submitted by the employee, who may be accompanied by an Association representative, or submitted by the Association representative alone, at STEP TWO of the grievance procedure to the Police Governing Authority within ten (10) days following the date the discharge is effective.

41.08 Such grievance may be settled under the Grievance and Arbitration procedure by:

- a. confirming the action of the Police Governing Authority in discharging the employee, or
- b. reinstating the employee with up to full seniority for time lost and up to full compensation for time lost, or
- c. any other arrangement that might be deemed just and equitable.

41.09 All agreements reached under the grievance procedure between the representatives of the Police Governing Authority and the representatives of the Association will be final and binding upon the Police Governing Authority the Association, and the employee or employees involved.

41.10 Saturdays, Sundays, and holidays are not to be counted in the time limits set out in this Article.

#### ARTICLE 42 - ARBITRATION

- 42.01 (a) Failing settlement under the foregoing grievance procedures, as outlined in Article 41 above, any grievance may then be submitted to arbitration as hereinafter provided under its own distinct arbitral procedure. If no written request for arbitration is received within twenty (20) days after the decision under STEP TWO of the grievance procedure is given, the grievance shall be deemed to have been abandoned.
- (b) When either party requests that any matter be submitted to Arbitration as provided in this Article, it shall make such request in writing addressed to the other party of this Agreement, and at the same time appoint a nominee. Within fifteen (15) days thereafter, the other party shall appoint its nominee, provided however, that if such party fails to appoint its nominee as herein required, the Minister of Labour for Canada shall have the power to make such appointment upon application thereto by the party invoking the arbitration procedure. The two (2) nominees shall attempt to agree upon a chairperson of the Arbitration Board. If they are unsuccessful in agreeing upon such a chairperson within a period of twenty (20) days of the appointment of the second nominee, they shall request the Minister of Labour for Canada to appoint a chairperson.
- 42.02 No person may be appointed to the Arbitration Board who has been involved in an attempt to negotiate or settle the grievance.
- 42.03 The Arbitration Board shall not be authorized to make any decisions inconsistent with the provisions of this Agreement, nor to alter, modify, add to, or amend any part of this Agreement.
- 42.04 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure hereinbefore set out unless otherwise agreed to in writing between the parties.
- 42.05 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of ~~the~~ majority, and where there is no majority, the decision of the chairperson, **will** be final and binding upon the parties hereto and the employee or employees concerned.
- 42.06 Each of the parties hereto **will** bear the expenses of the nominee appointed by it, and the parties will share equally the fees and expenses, if any, of the chairperson of the Arbitration Board.

**42.07** Saturdays, Sundays, and holidays are not to be counted in the time limits set out in this Article.

**42.08** Wherever Arbitration Board is referred to in this Agreement, the parties hereto may mutually agree, in writing, to substitute a mutually agreeable arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to Arbitration Board shall appropriately apply.

#### ARTICLE 43 – LABOUR/MANAGEMENT COMMITTEE

**43.01** To resolve any problems that may arise and to consider and make suggestions and recommendations for their resolution to their respective parties, the Police Governing Authority and the Association shall establish a joint committee comprised of two (2) appointees representing the Police Governing Authority and two (2) appointees representing the Association to meet at least twice annually if mutually agreed.

**43.02** Ten (10) days prior to any meeting of the joint committee, the representatives of the Police Governing Authority and the Association shall advise each other in writing of the matters they wish to place on the agenda for discussion.

**43.03** Employees attending to such meetings shall be compensated for their regular pay. Travel and other costs, however, will be borne by the respective parties.

#### ARTICLE 44 – INFORMATION TO THE ASSOCIATION

**44.01** At the request of the Association, the Police Governing Authority shall provide, in writing, to the Association, the following information:

- (a) The most audited financial statement of the Police Governing Authority within thirty (30) days from the day that the Police Governing Authority receives the statement.

#### ARTICLE 45 - COPIES OF AGREEMENT AND DISTRIBUTION

**45.01** Since it is important to the morale and efficiency of the Anishinabek Police Service that every employee be familiar with the provisions of this Agreement and, in particular, with his/her rights, obligations, and duties, the Police Governing Authority shall print this Agreement and give a copy of this Agreement to each employee.

**ARTICLE 46 - SEVERABILITY OF TERMS**

46.01 In the event that any of the terms of this Agreement are found to be invalid, only such term shall be void. All other terms and conditions of this Agreement shall remain in full force and effect.

**ARTICLE 47 - TERM OF AGREEMENT**

47.01 This Agreement shall become effective as of the 1<sup>st</sup> day of October 2004, and shall remain in effect until the 31<sup>st</sup> day of March 2008.

47.02 Six months prior to the termination of this Agreement, the parties shall commence negotiations of the renewal of this Agreement. Until such time as a new Agreement is ratified, the terms and conditions of this Agreement will continue in full force and effect.

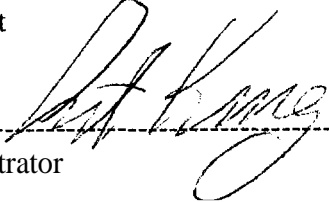
**IN WITNESS WHEREOF** this Collective Agreement and its Schedules and Appendices referred to herein are signed, sealed and delivered by each party.

**CANADIAN FIRST NATIONS POLICE ASSOCIATION**

PER:



-----  
President



-----  
Administrator

We have the authority to bind the Association

**ANISHINABEK POLICE SERVICE BOARD  
POLICE GOVERNING AUTHORITY**

PER:



-----  
Chairperson

I have the authority to bind the Corporation



## SCHEDULE "A"

### APS Proposed Classification Increases

| Classification     | Current   | 2%        |           | 3%        |           |
|--------------------|-----------|-----------|-----------|-----------|-----------|
|                    |           | Oct 1-04  | Apr 1 05  | Apr 1 06  | Apr 1 07  |
| Cadet              | 30,379.68 | 30,987.27 | 31,607.07 | 32,555.23 | 33,531.89 |
| 4th Class          | 36,455.62 | 36,914.00 | 36,914.00 | 36,914.00 | 38,021.42 |
| 3rd "A" 12-18 mths | 39,493.58 | 43,382.18 | 44,249.83 | 45,577.32 | 46,944.64 |
| 3rd "B" 18-24 mths | 45,569.52 | 46,480.91 | 47,410.53 | 48,832.84 | 50,297.83 |
| 2nd Class          | 51,645.46 | 52,678.37 | 53,731.94 | 55,343.89 | 57,004.21 |
| 1st Class          | 60,759.36 | 61,974.55 | 63,214.04 | 65,110.46 | 67,063.77 |
| Sn. Const.         | 61,974.55 | 63,214.04 | 64,478.32 | 66,412.67 | 68,405.05 |
| Sergeant #1        | 64,404.92 | 65,693.02 | 67,006.88 | 69,017.09 | 71,087.60 |
| Sergeant #2        | 68,050.48 | 69,411.49 | 70,799.72 | 72,923.71 | 75,111.42 |
| S/Sgt              | 68,050.48 | 71,679.26 | 73,112.85 | 75,306.23 | 77,565.42 |

**Note:**

The 4th Class level receives a minor increase as it is at the base parity level. This level is in effect until April 1, 2007

The 3rd "A" Class level has been adjusted to 70% of 1st Class effective Oct 1, 2004

The S/Sgt level is 2% retro to April 1, 2004 in order to establish the new level going forward

## Schedule “B” – Clothing

All articles of clothing in use by members of the Anishinabek Police Service shall be replaced as required.

Specialized clothing for the Regions may be made available as required by the Regions. (i.e. arctic parka)

|                                     |                             |
|-------------------------------------|-----------------------------|
| ASP                                 | Neckties (3)                |
| ASP holder                          | Leather Kevlar gloves       |
| Rechargeable flashlight             | Multi-tool                  |
| Flashlight holder                   | Multi-tool holder           |
| Handcuff pouch                      | Handcuffs                   |
| Level III holster                   | Key keeper                  |
| Magazine pouch                      | OC holder                   |
| Pistol                              | Radio holder                |
| Wallet                              | Workbelt (inner)            |
| Workbelt (outer)                    | Body armour                 |
| Outer carrier                       | Boots                       |
| Snowmobile boots (as required)      | Shoes                       |
| Fur hat                             | Gloves                      |
| Mitts                               | Peaked cap                  |
| Scarf                               | Arctic parka (as required)  |
| Patrol jacket                       | Leather jacket              |
| Rain jacket                         | Tunic                       |
| 3 – Cargo pants                     | 3 – Striped wash/wear pants |
| 4 – Long sleeve shirts              | 4 – Short sleeve shirts     |
| 1 – Turtleneck                      | 1 – Sweater                 |
| Snowmobile/ATV helmet (as required) |                             |

These lists may be modified or changed as recommended by the Clothing Committee and approved by the Police Chief.

## Schedule “C” – Vacation Entitlement

Based on years of service, employees shall be entitled to the following vacation:

| <b>Years of Service</b>         | <b>Vacation Entitlement</b> |
|---------------------------------|-----------------------------|
| Less than 8 years               | 3 weeks                     |
| 8 years but less than 16 years  | 4 weeks                     |
| 16 years but less than 24 years | 5 weeks                     |
| 24 years or more                | 6 weeks                     |

Note: one (1) **week is equal** to forty (40) hours.

LETTER OF UNDERSTANDING

BETWEEN:

**ANISHINABEK POLICE SERVICE**  
(hereinafter called the "Employer")

AND

**THE CANADIAN FIRST NATIONS POLICE ASSOCIATION**  
(hereinafter called the "Association")

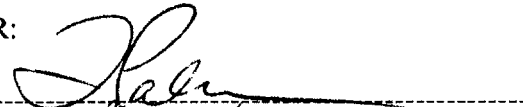
**RE WAGE & MONETARY  
BENEFITS RE-OPENER**

The parties hereby agree to re-open negotiations with respect to wages and any applicable retroactivity to same; the implementation of a severance committee; the implementation of a northern allowance; and a potential extension of the term of this Collective Agreement within thirty (30) days of ratification of the Tri-partite Agreement between the Police Governing Authority and the Federal and Provincial Governments.

DATED at Saugeen First Nation  
this 8 day of November, 2006

**CANADIAN FIRST NATIONS  
POLICE ASSOCIATION**

PER:



President

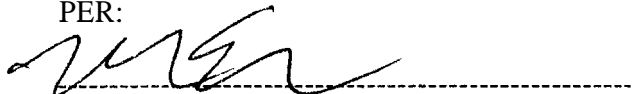
Administrator

We have the authority to bind the Association

DATED at Grand River  
this 15<sup>th</sup> day of November, 2006

**ANISHINABEK POLICE SERVICE BOARD  
POLICE GOVERNING AUTHORITY**

PER:



Chairperson

I have the authority to bind the Corporation

LETTER OF UNDERSTANDING

BETWEEN:

**ANISHINABEK POLICE SERVICE**  
(hereinafter called the "Employer")

AND

**THE CANADIAN FIRST NATIONS POLICE ASSOCIATION**  
(hereinafter called the "Association")

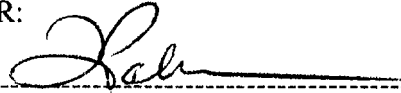
**In the Matter of Benefits**

With reference to Article 31 of the Uniform Collective Agreement, the Association agrees and acknowledges that in the event premium costs significantly increase during ~~the~~ the currency of this Collective Agreement it will meet with the Employer to review, among other things, the benefit coverage; the extent of benefit coverage; the viability of remaining with the present carrier under the same terms and conditions including extent of coverage and **will** engage in such a review for the purpose of determining a means of reducing Employer premium costs.

DATED at Saugeen First Nation  
this 8 day of November, 2006

**CANADIAN FIRST NATIONS  
POLICE ASSOCIATION**

PER:



President

Administrator

We have the authority to bind the Association

DATED at Garden River  
this 15<sup>th</sup> day of November, 2006

**ANISHINABEK POLICE SERVICE BOARD  
POLICE GOVERNING AUTHORITY**

PER:



Chairperson

I have the authority to bind the Corporation

LETTER OF UNDERSTANDING

BETWEEN:

**ANISHINABEK POLICE SERVICE**  
(hereinafter called the "Employer")

AND

**THE CANADIAN FIRST NATIONS POLICE ASSOCIATION**  
(hereinafter called the "Association")

**RE PENSION COMMITTEE**

The parties hereby agree to establish a Pension committee that will be comprised of an equal number of members from both management and members of the Association for the purpose of studying, suggesting and making recommendations to the Ontario Pension Board and to work in conjunction with other agencies if warranted. Costs will be borne by the respective parties.

DATED at Saugeen First Nation  
this 8 day of November, 2006

**CANADIAN FIRST NATIONS  
POLICE ASSOCIATION**

PER:



President



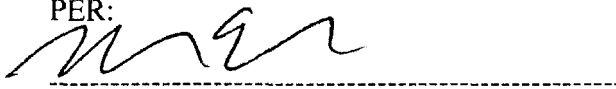
Administrator

We have the authority to bind the Association

DATED at Carden River  
this 15th day of November, 2006

**ANISHINABEK POLICE SERVICE BOARD  
POLICE GOVERNING AUTHORITY**

PER:



Chairperson

I have the authority to bind the Corporation

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