

# **COLLECTIVE AGREEMENT**

This Collective Agreement entered into this 1<sup>st</sup> day of December, 2003

By and Between:

The Nishnawbe-Aski Police Services Board  
representing its member First Nations

(hereinafter called the "Employer / Board")  
of the First ~~Part~~

**And**

Canadian First Nations Police Association

(hereinafter called the "Association")  
of the Second ~~Part~~

13214(01)

# COLLECTIVE AGREEMENT

## INDEX

ARTICLE	TITLE
Article 1	Recognition, Definitions
Article 2	Management Rights
Article 3	Association Membership
Article 4	Harassment
Article 5	Salaries and Wages
Article 6	Hours of Work
Article 7	Shift Premiums
Article 8	Overtime
Article 9	Standby / On call
Article 10	Court Time
Article 11	Out of Town Assignments
Article 12	Service Pay and Qualification Badges
Article 13	Senior Constable Designation
Article 14	Acting Rank or Position / Acting pay
Article 15	Plainclothes Duty
Article 16	Clothing and Equipment
Article 17	Legal Indemnification
Article 18	Association Meetings and Notices
Article 19	Vacations
Article 20	Statutory Holidays
Article 21	Maternity Leave and Parental Leave
Article 22	Sick Leave
Article 23	Short Term / Long Term Disability
Article 24	Work Place Safety and Insurance Board Benefits
Article 25	Accommodation / Reinstatement
Article 26	Compassionate / Bereavement Leave
Article 27	Family Leave
Article 28	Education Leave
Article 29	Medical / Dental Appointment
Article 30	Pensions
Article 31	Employment Records
Article 32	Layoff and Recall
Article 33	Resignations
Article 34	Restructuring
Article 35	Established Privileges
Article 36	Labour / Management Committee
Article 37	Grievance Procedure / Arbitration
Article 38	Board Information to the Association

**Article 39**  
**Article 40**

**Copies of Agreement and Distribution**  
**Term of Agreement**

**Appendix A**  
**Appendix B**  
**Appendix C**  
**Appendix D**  
**Appendix E**

**Wages**  
**Vacation**  
**Operational Policies and Procedures**  
**Letter of Understanding re: OPC Certification**  
**Memorandum of Understanding re: signing bonus**

## **ARTICLE 1 Recognition**

- 1.01 The Employer recognizes the Association as the exclusive bargaining agent for all employees of the Nishnawbe-Aski Police Service, save and except Staff Sergeants, civilian employees and those above the rank of Staff Sergeant. Provided, however, that the Association acknowledges and agrees that all and any negotiations with the Government of Canada and/or the Government of Ontario with respect to the funding of the Police Service shall be within the sole and exclusive jurisdiction of the Board.

### **Definitions**

- 1.02 The term “Employees” whenever herein used shall mean only those employees coming within the bargaining unit as described above.
- 1.03 The term “Board” whenever hereafter used shall mean the Nishnawbe-Aski Police Services Board representing its member First Nations.
- 1.04 Wherever applicable in the Agreement the singular shall include the plural.
- 1.05 “Chief of Police”, means the Chief of Police of the Nishnawbe-Aski Police Service.
- 1.06 “Service” means the Nishnawbe-Aski Police Service and/or its successor.
- 1.07 “Member” means any person who holds membership in the Canadian First Nations Police Association.
- 1.08 “Seniority” means the total length of service of an employee from their date of hiring, excluding any period of absence granted under Articles 26.08 and 28.03, extended sick leave, or prolonged disability and shall be measured in days, weeks, months, years and hours.
- 1.09 “Vacancy” means any unoccupied position in the bargaining unit.
- 1.10 “Employee Representative” means a solicitor or a person who is the nominee of a person who has a grievance, or who is charged with a charge or complaint under the Police Code of Conduct, nominated to act on behalf of that person in respect of a grievance or a charge under the Police Code of Conduct, and said nominee may be a member of the Association.
- 1.11 “Grievance” means a complaint of an employee about the application,

interpretation or administration of this agreement, made in writing, concerning a working condition or term of employment which is applicable to employees covered by this Collective Agreement.

- 1.12 “Group Grievance” means a complaint about the application, interpretation or administration of this agreement, that is common to two (2) or more employees, made in writing, concerning a working condition or term of employment which is applicable to employees covered by this Collective Agreement and/or the Canada Labour Code and the Canadian Human Rights Act.
- 1.13 “Grievor” means a member of the bargaining unit, or, in the case of a group grievance, the group of employees or the Association.
- 1.14 Any expression in the male gender shall also include the female gender in its application and vice versa.
- 1.15 “Probationary Employee” means each new employee who is appointed a Probationary Employee by the Chief of Police for a period not to exceed nine (9) months where the employee has received police college certification and for a period not to exceed twelve (12) months where the employee has not received police college certification, unless the probationary period is extended by the Chief of Police, in writing. The Association acknowledges and agrees that where a Probationary Employee fails to meet the requirements of the position during the Probationary Period, they may be released from employment by the Chief of Police, in his sole discretion and the Probationary Employee shall not be entitled to any of the benefits or entitlement contained in this Agreement, including, the grievance and arbitration provisions.

## ARTICLE 2 Management Rights

- 2.01 A. The Association recognizes and acknowledges that the management and direction of the operations of the Board and the supervision and direction of the employees of the Board are fixed exclusively by the Board and the Chief of Police and that it is the exclusive function of the Board and the Chief of Police to hire, retire, promote, demote, lay-off, recall, transfer, classify and suspend, discipline or discharge, any employee for just cause, subject to the terms of this Collective Agreement. Without restricting the generality of the foregoing, the Board and the Chief of Police reserve the right to:
- (a) contract for the provision of services with private organizations, from time to time;
  - (b) restructure, from time to time, the police service to accord with available funding; and
  - (c) unilaterally change hours of work where required for budgetary reasons.
- B. The Board agrees that prior to exercising its rights under Article 2.01A(a), (b) and (c) above, that it shall first notify and meet with the Association to discuss the Board's intended action, and, together with the Association, will attempt to resolve any issues which may adversely affect the Bargaining Unit Employees.
- 2.02 The Association agrees that, subject to the terms and provisions of this Agreement, the Board and the Chief of Police have the exclusive right to establish rules, regulations, practices and policies to be observed by the employees in the bargaining unit.
- 2.03 If an employee claims that the Board and/or the Chief of Police have exercised any of the functions outlined in sections 2.01 and 2.02 in violation of this agreement, then such a claim may be the subject of a grievance under the provisions of the grievance procedure outlined in this Collective Agreement.
- 2.04 Should the Board/Chief of Police request, demand or order a Duty Report from an employee, the Duty Report shall contain the following header:

*“This report is made at the direction of the Chief of Police or his designate of the Nishnawbe-Aski Police Services 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 As a condition of employment, every employee shall be a member of the Association and shall remain a member in good standing.
- 3.02 As a condition of employment, every new employee shall become a member of the Association in good standing, and shall remain a member in good standing.
- 3.03 The Board agrees to deduct an amount equal to Association dues and other amounts duly authorized by the Association from the regular pay of each employee and after making each such deduction, pay the sum so deducted to the Association on a monthly basis.
- 3.04 When remitting such dues and other amounts the Board 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 Board.
- 3.05 There shall be no discrimination practised by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status, or handicap, as defined in the Canadian Human Rights Act.
- 3.06 The Board agrees that there will be no discrimination, harassment, restraint, interference, intimidation, coercion, or threats, directly or indirectly, by any of its representatives against any employee in respect of their employment because of the employee's membership or activity in the Association, or as a representative of the Association acting on behalf of a member.



## **ARTICLE 4    Harassment**

- 4.01            All employees have a right to freedom from harassment in the workplace because of sex, race, ancestry, place of origin, colour, ethnic origin, citizenship, sexual orientation, age, marital status, family status or handicap, by the Employer or by another employee.

## ARTICLE 5 Salaries and Wages

- 5.01 The Board shall pay each employee the salary and wages set out in Appendix "A" annexed hereto and forming part of this Agreement.
- 5.02 The Board shall provide each employee with an itemized statement of the salary, overtime, and other supplementary pay and deductions for each pay period.
- 5.03 The Board shall ensure the employee's salary and wages are deposited in the employee's bank account not later than 0700 hours on each pay day.
- 5.04 The Board shall not make any deductions **from** an employee's salary and wages unless authorized by statute, court order, arbitration, this Agreement or by the employee, in writing.
- 5.05 Except **as** authorized or permitted by federal or provincial statute or by the employee, in writing, the Board shall not claim set-off against the salary and wages of any employee, make any claim against such salary and wages for liquidated or unliquidated damages, or retain, cause to be returned to itself, or accept directly or indirectly any salary and wages payable to an employee.
- 5.06 Where because of a demotion, an employee is assigned by the Chief **of** Police to a lower paying job, the rate to be paid to such employee shall be the rate for the position.

### Salary and Wane Adjustment

- 5.07 (A) The Board has advised the Association that it will be negotiating its funding agreement with Canada and the Province of Ontario and that the wages paid to the Board's employees for the period of April 1, 2005 to March 31, 2006 will be addressed during these negotiations.
- (B) **The** Board agrees to advise the Association of its progress, if **any**, in the negotiations, and, in particular, whether or not it has been able to secure wage increases for the employees for the period referred to above.
- (C) The Association shall have the right to negotiate wage adjustments with the Board for the period April 1, 2005 to March 31, 2006 by submitting a request in writing to the Board to negotiate wage adjustments prior to the 1<sup>st</sup> day of March, 2005. Any negotiated wage adjustment shall be effective the 1<sup>st</sup> day of April, 2005.

## **ARTICLE6 Hours of Work**

- 6.01** The normal hours of work for each employee shall be a total of forty **(40)** hours per week. This shall include three-quarters **(3/4)** of an hour for the meal period.
- 6.02** The hours of works shall be divided into shifts of not more than eight **(8)** consecutive hours per shift. Subject to Article **6.10** and **6.11**, shifts shall be scheduled by the Chief of Police or his designate.
- 6.03** No split shifts shall be worked.
- 6.04** Rotating shifts shall be *so* scheduled that an employee assigned to such shifts shall regularly rotate from one shift to another, so that an equal time will be spent by the employee on each shift, providing, however, that by mutual agreement between the employee and the officer in charge of the employee's unit, an employee may spend more time on one shift than another.
- 6.05** (A) An employee shall be entitled to a minimum of eight **(8)** hours off duty between the time **an** employee has completed one scheduled shift and the time the employee commences another scheduled shift.
- (B) In the event that an employee does not receive eight **(8)** hours off duty between two scheduled shifts, the employee shall receive a premium for the over-time work between the two scheduled shifts at the rate of 1-**1/2** times the employee's regular rate of pay.
- 6.06** **An** employee shall, in every normal work week, have a minimum of two **(2)** consecutive days off,
- 6.07** The Board and/or the Chief of Police shall use their best efforts to rotate days off so that each employee working a rotating shift schedule receives an equal number of weekends off during the calendar year.
- 6.08** Where **an** employee on a regular shift is required by the employee's Supervisory Officer 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.
- (A) An employee shall be assigned a paid three quarters **(3/4)** of an hour lunch period to commence after the completion of two and one half **(2.5)** hours duty and be completed before the completion of six **(6)** hours service. When the operational requirements of the Board do not permit the

taking of an assigned lunch period, the employee and the employee's Supervisory Officer may agree upon some other period during the said shift or the employee shall be credited with straight time of three quarters (3/4) of an hour in their overtime or lieu bank for the said lunch period.

(B) An employee may take a lunch period outside of the police building provided the employee is in constant communication with the office or dispatcher during that period.

6.09 An employee shall be entitled to a fifteen minute break in each half of their shift providing that such break does not interfere with the operational requirements of the Board.

6.10 Shift schedules shall be posted six (6) weeks in advance for all Detachments.

6.11 (A) An employee shall be given a minimum of six (6) days personal notice preceding any change in a shift imposed by the Employer.

(B) In the event that an employee's shift is changed by the Employer contrary to these provisions and the employee works such times as defined in this Article, the employee shall receive overtime premiums for those hours which are outside the employee's scheduled shift.

(C) Any changes in a shift other than those defined in this Article shall be compensated in accordance with Article 8 of this Agreement.

## **ARTICLE 7    Shift Premiums**

- 7.01        **An** employee shall receive a shift premium in recognition of shifts commencing after 12:00 noon.
- 7.02        Shift premiums are paid on a quarterly basis and shall be paid at the rate **of** \$1.00 per shift or a maximum **of** \$30.00 per month, whichever amount is the lesser, for each employee who qualifies for the same.

## **ARTICLE 8 Overtime**

### **OVERTIME**

- 8.01 For the purposes of this Article:
- (a) “overtime” means a period of work computed to the nearest half hour (1/2) and,
    - i) performed on a scheduled working day in addition to the scheduled working period and consisting of at least one half hour (1/2); or
    - ii) performed after or before a scheduled working day on a call out basis; or
    - iii) performed on a day that is not a scheduled working day.
  - (b) normal working day is deemed to be eight (8) consecutive hours with a meal period of forty-five (45) minutes during each eight (8) hour period.
- 8.02 Section 8.01 shall not apply where an employee, on being called not more than one (1) hour prior to his regular period of work, is given compensating time therefor at the end of that period of work.

### **COMPUTING TIME AND ONE-HALF**

- 8.03 Necessary continuing duty worked in conjunction with a regular shift shall be computed at one and one-half (1 ½) times for each hour worked.
- 8.04 A member submitting an overtime claim shall make the time and one-half computation before entering the hours for overtime bank or payment.
- 8.05 Overtime shall be computed to the nearest half (1/2) hour, and a period of fifteen (15) minutes to thirty (30) minutes shall be credited as half (1/2) hour, while a period of one (1) minute to fourteen (14) minutes shall be disregarded.
- 8.06 No adjustment of overtime to the nearest half (1/2) hour shall be made after the overtime has been multiplied by one and a half (1 ½).

## OVERTIME WHILE ON VACATION

- 8.07 Employees called back to duty during annual vacation shall be paid at the rate of two and one-half (2-1/2) times the employee's hourly rate with a minimum payment of sixteen (16) hours. In addition, the employee shall be granted a compensating day off for each day worked during such annual vacation.
- 8.08 Where **an** officer requests vacation time during a period where court is scheduled and where it is known at the time of the request that the officer will be required to attend court to give evidence the vacation request shall be denied.

## CALL OUTS

- 8.09 An employee who completes a shift and who is thereafter, during off duty hours and before the commencement of the employee's next scheduled shift, recalled to duty, the employee shall be paid for each such call back the greater of:
- (a) One and one half (1-1/2) times the hourly rate **of** pay for each hour or part thereof
- Or,
- (b) Four (4) hours calculated at straight time.
- 8.10 If after completing the occurrence investigation **an** employee is subsequently called out a second time within the four (4) hour time period claimed in accordance with Section 8.09, no additional claim will be allowed unless the occurrence extends beyond the initial four (4) hour time period. In such an event the employee shall be compensated at straight time if the employee is entering into a regularly scheduled shift or overtime in accordance with section 8.11, as the case may be.
- 8.11 If a consecutive four (4) hour time period has lapsed since making an overtime claim in accordance with Section 8.09 an additional minimum claim of four (**4**) hours shall be allowed.
- 8.12 An employee called back to duty during days off shall be paid the greater **of**:
- (a) One and one-half (1-1/2) times the hourly rate of pay for each hour or portion thereof,

Or,

(b) Four (4) hours calculated at straight time.

**OVERTIME PAYMENT**

8.13 (a) An employee may, at his/her option, accumulate overtime hours in an overtime bank or may request payment of overtime hours on a bi-weekly basis.

(b) Accumulated hours in excess of forty (40) hours remaining in an employee's overtime bank at February 28 of each year shall be paid out subject to funds being available from the fiscal budget. Each Detachment will receive an overtime budget based on complement and percentage of wages. If overtime exceeds budgeted forecast, hours will be banked.

(c) Overtime bank will be maintained at forty (40) hours when requested for payout.

(d) Employees may be granted time off, chargeable to the employee's overtime bank. It is understood that the granting of such time off shall be mutually agreed to between the employee and their Detachment Supervisor or Division Commander.

8.14 (a) Overtime claims shall be submitted bi-weekly on an over-time claim form. Claims shall be listed chronologically.

(b) Each claim shall be authorized and coded by the Detachment Supervisor prior to the claim being forwarded to Division Headquarters.

(c) A separate over-time claims form shall be utilized for bank and paid overtime claims.

(d) In addition to the over-time claim form, a justification *summary* shall be attached for each claim made.

(e) At the discretion of the Division Commander, copies of the employee's notebook may be requested to substantiate an overtime claim form.

8.15 All overtime claims shall be reviewed by the Division Commander who shall affix his signature to the over-time claim form indicating approval before being submitted to the financial controller for payment.



**LIMITATION PERIOD REGARDING OVERTIME**

- 8.16 Overtime claims that are submitted more than one month after the corresponding pay period shall be denied.

## **ARTICLE 9 Standby / On Call**

### **DEFINITION**

- 9.01 For the purpose of this Article, stand-by is a period of time during which, in accordance with administrative procedures established by the Chief of Police, a member is ordered to remain at their residence or other specified quarters, as determined by Nishnawbe-Aski Police Service, from which the member will be ready to proceed to the work location immediately upon receipt of instructions,

### **INTERPRETATION RE: STAND-BY**

- 9.02 This Article 9 does not eliminate, prohibit or enforce the existing voluntary cooperative practice under which a member provides the supervising member information on their whereabouts while off duty.

### **GENERAL**

- 9.03 An order to stand-by will only be given in the event of a real or potential major occurrence. The decision to assign an employee to stand-by can only be made by the Chief of Police.
- 9.04 An order given to stand-by will specify the times the stand-by period begins and ends. The order may be given verbally, but shall be confirmed in writing by the Chief of Police as soon as practicable. A single document may confirm multiple stand-by periods.
- 9.05 An order to stand-by may be given to a member who is at their residence or billeted at another location, to stand-by at that location and be available for prompt return to duty.
- 9.06 When a member is required to report for a normally scheduled work period following a period of stand-by and is again required to stand-by at the end of the work period, a subsequent order to stand-by shall be given.
- 9.07 When a member is called to duty from a stand-by and completes this duty prior to the conclusion of the designated stand-by period, the member shall return to a stand-by condition until the conclusion of the designated stand-by period.
- 9.08 Where doubt exists as to whether a specific situation warrants the assignment of employees to stand-by, the decision of the Chief of Police will be sought.

9.09

When an employee is required to be on stand-by, he/she is entitled to be paid at the hourly rate of salary for one-third of the stand-by time, but where such stand-by time is less than the number of hours in the employee's scheduled working day, entitlement is three (3) hours pay at the hourly rate.

## ARTICLE 10 Court Time

10.01 For the purposes of this section:

“Court” shall be defined as any judicial or quasi judicial proceeding, inquiry, tribunal, restorative justice proceeding or any hearing established under a Federal, Provincial, Municipal, or Band Council Statute.

“Court Time” shall be any sitting of the Court as defined above, where an employee is directed to appear or is subpoenaed for the purpose of giving evidence in a matter related to his or her employment as a police officer and shall include any time prior to or directly after the sitting during which the employee is required to complete duties in relation to the employee’s attendance.

“Annual Vacation” shall be the employee’s annual vacation including regularly scheduled days off directly before, during, or after the vacation.

10.02 An employee who is required to attend court during off duty hours shall be paid the greater of:

(A) One and one half (1-1/2) times the hourly rate of pay for each hour or part thereof,

Or,

(B) Four (4) hours calculated at straight time.

10.03 **An** employee who is called back to duty to attend court during annual vacation shall be paid at the rate of two and one half (2 ½ ) times the employee’s hourly rate with a minimum payment of sixteen (16) hours. In addition the employee shall be granted a compensating day off for each day called back during such annual vacation.

10.04 When an employee, having been served with a Subpoena, is required to attend court as a witness, the employee may at his/her option:

(a) deduct the period of absence from vacation, leave-of-absence credits or overtime credits and retain any fee received as a witness;

or

(b) treat the absence as leave with pay and pay to Nishnawbe-Aski Police Service any fee received as a witness.

10.05 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 as stated in Article 8 shall **apply**.

## **ARTICLE 11 OUT OF TOWN ASSIGNMENTS**

- 11.01 When authorized by the Regional Commander or Chief **of** Police to travel at the expense of the Board, **an** employee shall be reimbursed such travel expenses that are reasonably incurred in accordance with the Travel Policy **of** the Board.

## **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 Constable Designation**

- 13.01 A "Senior Constable" shall be defined as a First Class Constable with a minimum of ten (10) years police experience.
- 13.02 A Senior Constable, as defined in this Article, shall receive a salary as set out in Appendix "A" of this Agreement.



## **ARTICLE 14 Acting Rank or Position /Acting Pay**

- 14.01 An employee who is assigned temporarily 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.
- 14.02 Where an employee is temporarily assigned to perform duties and responsibilities of a position or rank not covered by this Agreement, the employee shall retain the employee's rights and obligations under this Agreement, provided however, that the said rights and obligations under the Agreement shall only be retained for a maximum of six (6) months.
- 14.03 An employee shall not be assigned temporarily to a rank or position for a period greater than six (6) months duration without the consent of the employee and the Association.

## **ARTICLE 15 Plainclothes Duty**

- 15.01 An employee who is assigned by the Chief of Police to perform duties in plainclothes shall, in addition to his regular salary, receive a per diem of five dollars (\$5.00) per day for the period of time assigned to plainclothes duty. The said amount shall be paid to the employee semi-annually.**

## ARTICLE 16 Clothing and Equipment

- 16.01 Clothing and Equipment as detailed in Part 2 of the Board's Policy and Procedures annexed hereto as Appendix "C" and forming part of this Agreement, shall be issued to each uniformed employee at intervals no longer than those specified in the Operational Policy and Procedures, or sooner if required by wear, tear, or damage.
- 16.02 The Commission shall pay for personal items requiring repair or replacement, including, but not limited to, dentures, eyeglasses, watches, *etcetera*, if damaged while the employee is carrying out police duties, provided, however, in no circumstances shall the Board be required to pay an amount greater than \$200.00 for any damaged item regardless of its value.
- 16.03 The Board and the Association shall each nominate an equal number of persons to form a Clothing and Equipment Committee. The Committee shall meet at least once a year to consider the design, style, quality, and standard of any item of clothing, boots, or equipment, which includes transport equipment. No change shall be made to any item and no tender shall be invited for any purchase to be made of any such item unless it has first received consideration and approval by the Board. Minutes of each meeting shall be kept and posted by the Board on the bulletin board at each Detachment. Attendance by the members of the Clothing and Equipment Committee at meetings held pursuant to this paragraph shall be with pay.
- 16.04 All employees shall be issued with body armour that meets or exceeds the standard of the Body armour issued to members of the Ontario Provincial Police. It shall be tailored for each individual employee, be replaced every five (5) years or earlier if required, and be the best quality body armour available on the market at the time of issue for protection, comfort, fit, and weight.
- 16.05 **An** employee shall only be exempt from wearing body armour for a medical condition verified by a licensed physician's written authorization.

## **ARTICLE 17 Legal Indemnification**

- 17.01 The Board shall continue to contract with an insurance carrier for the purpose of providing legal expense reimbursements similar to the present coverage provided by the American Home Assurance Company under Commercial General Liability Policy No. 3824658. The Board will provide each employee with a summary of the legal indemnification contained in the contract of insurance.
- 17.02 In addition to the foregoing, where an employee has been charged with an offence under any ACT (as defined in the Contract of Insurance at Endorsement No. 9) the Chief of Police may, on a written application from the employee, supported by a letter from the employee's counsel, provide funds to the employee for the purpose of providing a retainer to such counsel of his/her choice for legal fees and disbursements. Upon receipt of a written application for funds, the Chief of Police shall proceed as follows:
- (A) The Chief of Police shall, in his discretion, and, on a reasonable basis, determine if the employee is likely to be indemnified for the costs of legal counsel pursuant to the contract of insurance referred to above, and, if he determines that coverage is reasonably foreseeable, then,
  - (B) The Chief of Police shall provide funds to the employee's counsel in an amount not greater than ten percent (10%) of the estimated legal fees and disbursements or \$3,500.00, whichever is the lesser amount. In the event of a dispute, the amount shall be determined by the Board's solicitor.
  - (C) In the event it is subsequently determined that the employee is not entitled to indemnification under the contract of insurance by virtue of a conviction or otherwise, the employee shall reimburse the Board for all funds advanced.
  - (D) If an employee is subsequently acquitted or exonerated of any alleged offence under any Act, while he/she was acting in their own course of duty, the Board shall pay any deductible contained in the Contract of Insurance.
- 17.03 The Association agrees with the Board that, subject to the terms and provisions of the contract of insurance referred to above and this paragraph, there is no legal obligation on the Board to provide legal indemnification for the employees of the bargaining unit.

## **ARTICLE 18 Association Meetings and Notices**

- 18.01 Subject to the provisions of this Article, an employee may request from the Chief of Police, unpaid leave to attend Association meetings, hearings or other Association business. The Chief of Police 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.
- 18.02 Applications for leave shall be from the Association, in writing, and/or communicated by Enterpol e-mail to the Chief of Police and shall provide the Chief of Police with three (3) weeks' notice of the request and shall identify the employee's name.
- 18.03 Employees shall not use the Board's vehicles, equipment, uniforms, or supplies without the permission of the Chief of Police in relation to attending Association meetings, hearings or other Association business, except for limited communication by a fax and/or telephone.
- 18.04 Employees shall be entitled to receive leave under this Article without pay unless otherwise stipulated herein or elsewhere in this Collective Agreement.
- 18.05 The total amount of leave in each Division during a calendar year shall not exceed five (5) person days (8 hour shifts).
- 18.06 Should ~~an~~ an employee be a member of the Executive Board of the Association, such employee shall be granted leave of absence(s) without pay for Association business. Such leave of absence(s) will only be granted when they will not interfere with the effective and efficient operations of the Detachment and such leave shall not be unreasonably withheld by the Board.
- 18.07 Should an employee be a member of the Clothing Committee, such employee shall be entitled to attend a minimum of one (1) meeting per year, as may be scheduled by the Chief of Police, where a minimum for each meeting shall be (1) day (8 hour shift) for each such employee with pay.
- 18.08 The Association shall have the right to post Association notices in each building occupied by the Board at locations satisfactory to the Chief of Police, and accessible to the employees.
- 18.09 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

employee representatives on the Bargaining Committee of the Association for meetings to negotiate the renewal of the Collective Agreement.

**18.10** The Chief of Police 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/her Detachment and/or the radio dispatcher and shall respond appropriately to any information received from them.

## ARTICLE 19 Vacations

- 19.01 Every employee shall be entitled to a vacation with pay between January 1<sup>st</sup> and December 31<sup>st</sup> of each year, as set forth in Appendix “B” annexed hereto and forming part of this Agreement.
- 19.02 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 prorated basis.
- 19.03 **An** employee shall be entitled to increased vacation after the first day of January of the year in which the anniversary of the requisite period specified in Appendix “B” falls, unless the employee resigns prior to the employee’s anniversary date.
- 19.04 Vacation shall be taken by employees in each rank within a Detachment, Platoon, or Unit in order of seniority with the Board.
- 19.05 An employee shall be entitled to not less than two (2) weeks’ vacation during the months of July and August.
- 19.06 Saturday and Sunday, prior to the commencement and at the completion of vacation, shall be regular days off for the weeks preceding and following such vacation.
- 19.07 An employee shall be entitled to carry a vacation entitlement or any portion thereof over to the following year, subject to the approval of the Chief of Police or his representative.
- 19.08 When, in any year, for any reason other than retirement, an employee leaves the Board prior to receiving annual vacation in that year, the employee shall be given the proportionate amount of vacation, carried over from a previous year or earned for that year before the employee’s name is removed from the payroll or before the employee’s resignation becomes effective, as the case may be.
- 19.09 An employee, on request, shall be paid for one (1) week vacation time in lieu of time off, to be paid on the first pay date of December in any calendar year.

## ARTICLE 20 Statutory Holidays

- 20.01 An employee shall be entitled to the following twelve (12) statutory holidays each year:
- |                |                         |
|----------------|-------------------------|
| New Year's Day | Labour Day              |
| Good Friday    | Thanksgiving Day        |
| Easter Monday  | Remembrance Day         |
| Victoria Day   | Christmas Day           |
| Canada Day     | Boxing Day              |
| Civic Holiday  | National Aboriginal Day |
- 20.02 Each employee shall be credited with ninety-six (**96**) hours in lieu of the twelve (12) statutory holidays contained in Article 20.01. Such hours will be credited to a statutory holiday bank on January 1<sup>st</sup> in each calendar year.
- 20.03 If an employee works a scheduled shift on a statutory holiday, he/she will be credited with ~~an~~ additional four (4) hours to hisher statutory holiday bank for working an eight (8) hour shift.
- 20.04 Three eight (8) hour periods will be used for the Christmas/New Year schedule. Other accumulated hours may be taken on request of the employee and at the discretion of the Division Commander, having due regard for the known or anticipated work load.
- 20.05 Shift schedules and normal shift rotations shall not be altered or amended with the intent of avoiding payment of Statutory Holiday premiums specified in this Article provided, however, that if an employee is prevented or unable to use hisher statutory holiday bank due to unreasonable decisions or acts of the Board or its employees, then the employee shall have the right to have the remaining hours placed in hisher statutory holiday bank for the following year. In the event of a disagreement with the Board and/or the Chief of Police, then the employee shall have recourse to the grievance procedure.
- 20.06 Employees normally working in an administrative position, resulting in their absence on a day that a statutory holiday falls, will be deemed to have taken the holiday, and hisher statutory holiday bank will be reduced by an amount equal to the hours normally worked in a shift, and no further compensation will be granted.



## **ARTICLE 21 Maternity and Parental Leave**

- 21.01 Employees shall be entitled to the periods of time off prescribed by the Employment Standards Act, the Canada Employment Standards Act and the Canada Labour Code, whichever is the greater, as amended from time to time.

## **ARTICLE 22 Sick Leave**

- 22.01 Each employee shall receive a credit of seven (7) hours of sick leave for each month of service to a maximum of eighty (80) hours of sick leave per calendar year. The Board and the Association agree that sick leave credits cannot be banked and accumulated from year to year.
- 22.02 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 awarded compensation pursuant to the Workplace Insurance and Safety Act.
- 22.03 **An** employee who is unable to report for duty by reason of illness or injury shall cause the employee's detachment office to be notified as soon as reasonably practicable.

## **ARTICLE 23 Short Term / Long Term Disability**

### **EMPLOYEE BENEFIT PLAN**

- 23.01 The Board shall contract with an insurance carrier for the purpose of providing insured benefits and surpluses similar to the present coverage provided by the Great West Life Assurance Company under Group Policy No. 201193. The Board shall pay 100% of the premiums for the said insurance plan and will provide each employee with a summary of the insured benefits and services contained in the said contract of insurance.

## **ARTICLE24 Work Place Safety and Insurance Board Benefits**

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

- (a) continue to receive the employee's regular salary for a period of not more than three (3) months or until the employee begins to receive W.S.I.B. income replacement benefits, whichever is the lessor period of time. Thereafter, an employee may increase the monthly amount received from W.S.I.B. to 100% of their regular rate of pay by using any, some or all of their accumulated and earned over-time, statutory holiday time, lieu time, vacation time and sick day banked credits; and
- (b) continue to receive full coverage under this Collective Agreement and the Board shall continue to contribute 100% of all benefits and pension contributions as required by the Workplace Safety and Insurance Act, S.O. 1997, Chapter 16, as amended from time to time.

## **ARTICLE 25 Accommodation / Reinstatement**

- 25.01 Where **an** employee recovers from a disability and can perform the employee's regular occupation, the Board shall return the employee to the employee's regular occupation.
- 25.02 Where an employee recovers from a disability, but cannot perform the employee's regular occupation, the Board shall use its best efforts to provide the employee with employment for which the employee is reasonably trained, educated, and experienced with no loss of salary or benefits. The suitability of such employment shall be determined by the Board and/or Chief of Police in consultation with the Association.

## **ARTICLE 26 Compassionate/Bereavement Leave**

- 26.01 An employee who would otherwise have been at work shall be allowed up to three (3) days leave-of-absence with pay in the event of the death of a member of his/her immediate family and such leave will not be charged against the employee's attendance credits. For the purpose of this section, "immediate family", shall include the employee's spouse, common-law spouse, mother, father, stepmother, stepfather, mother-in-law, father-in-law, son, daughter, son-in-law, daughter-in-law, stepson, stepdaughter, brother, sister, brother-in-law, sister-in-law, foster parents, legal guardians, grandchildren and the grandparents of the employee and spouse or any relative with whom the employee lives.
- 26.02 In the event an employee does not attend the funeral, only one day of absence will be allowed.
- 26.03 Necessary travelling time in addition to the three (3) days may be granted at the discretion of the Chief of Police.
- 26.04 It is the responsibility of the employee to request this leave from his/her supervisor.
- 26.05 It is the responsibility of the supervisor to obtain the decision of the Division Commander or Chief of Police, as applicable, and for advising the employee of the decision made.
- 26.06 The Division Commander, if necessary, will inform the Chief of Police of the decision made.

### **SPECIAL/COMPASSIONATE LEAVE**

- 26.07 The Division Commander or Chief of Police, as applicable, may grant leave of absence with pay to an employee, for not more than three (3) days in any calendar year, upon any special or compassionate ground. Such leave will not be dependent upon nor charged against accumulated credits of the employee.
- 26.08 Leave of absence without pay and without accumulation of credits may be granted to an employee by the Board of Directors acting on a recommendation from the Chief of Police.
- 26.09 Leave of absence with pay may be granted for special or compassionate purposes to an employee for a specified period of time upon approval from the Board of Directors acting on a recommendation from the Chief of

Police.

- 26.10 No employee shall absent himself/herself from duty on a leave of absence provided for in sub-sections 26.08 and 26.09 unless he/she previously obtained the authorization required.
- 26.11 A request for leave of absence shall be in writing and set out the reason for the leave of absence. The request will be forwarded to the Chief of Police through normal channels.
- 26.12 The Chief of Police or designate will inform the employee of the decision made.
- 26.13 When an employee returns from leave of absence without pay, a memorandum indicating the exact date of commencement of leave and return to work will be submitted to the Chief of Police. This action is necessary to have the employee placed back on payroll.

## **ARTICLE 27 Marriage Leave**

27.01 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 own wedding.



## ARTICLE 28 Education Leave

- 28.01 Leave of absence without pay, and without loss of seniority the employee held at the commencement of the leave, may be provided to any employee for the purpose of obtaining a University degree or College diploma in the following circumstances:
- (A) that the employee has been employed by the Board for at least five (5) years;
  - (B) that the leave of absence is for a specified period of time and approved by the Board acting on the recommendation of the Chief of Police;
  - (C) that the degree or diploma would be of value to the employee's future police work;
  - (D) that the employee has obtained one (1) or more credits for the degree or diploma during off duty hours;
  - (E) that during school vacation periods, the employee will return to duty in the employee's regular position with the Board at the employee's regular rate of pay;
  - (F) that such leave to obtain any one (1) degree or diploma may only be granted once during the employee's career.
- 28.02 Leave of absence with pay may be granted for educational or developmental leave for a specified period of time upon approval from the Board acting on a recommendation from the Chief of Police.
- 28.03 Leave of absence without pay and without accumulation of credits may be granted for educational or developmental leave for a specified period of time upon approval **from** the Board acting on a recommendation from the Chief of Police.
- 28.04 No employee shall absent himself/herself from duty on a leave **of** absence unless he/she previously obtained the authorization required.
- 28.05 A request for leave of absence shall be in writing **and** set out the reason for the leave of absence. The request will be forwarded to the Chief of Police through normal channels.

- 28.06 The Chief of Police or designate will inform the employee of the decision made.
- 28.07 When **an** employee returns from leave of absence without pay, a memorandum indicating the exact date **of** commencement of leave and return to work shall be submitted to the Chief of Police. This action is necessary to have the employee placed back on the payroll.

## **ARTICLE 29 Medical / Dental Appointment**

- 29.01 An employee who is compelled to arrange **an** emergency medical or dental appointment at his/her work site during working hours shall be allowed to make such appointment without loss of pay, provided the employee is not absent from work for a period longer than four **(4)**hours. Such employee will not be required to make up the time spent away from work to keep the appointment.

## **ARTICLE 30 Pensions**

- 30.01 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.
- 30.02 Provided that the employee pays his or her portion **of** the contribution to the Ontario Pension Plan while the employee is employed by the Board, the Board shall pay to the Ontario Pension Plan on behalf of each participating employee one-half of the contributions required by the Ontario Pension Plan in relation to the employment by the employee with the Board.
- 30.03 Employees shall retire upon obtaining the age **of** sixty-five (65) years, or may retire earlier at their own election. 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 31 Employment Records**

- 31.01 Discipline entries in the employment file **of an** employee shall be expunged thirty (30) months after the completion of the discipline, provided there has been no further discipline.
- 31.02 Each employee is entitled to review his or her employment record prior to being counselled and on request, not to exceed twice per year, to receive a copy of **any** document in the record.
- 31.03 Every entry or notation made in **an** employee's employment record shall be brought to the employee's attention, in writing.

## **ARTICLE 32 Layoff and Recall**

- 32.01 The Board 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 layoff. 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.
- 32.02 Subject to Article 32.03, employees on layoff possessing the necessary skills, qualifications, abilities and willingness to perform the work available, shall have a right of recall for positions which become available during the layoff, in reverse order of layoff.
- 32.03 The right of recall shall cease twelve (12) months after the date of layoff and the employee shall lose all seniority and be deemed terminated.
- 32.04 The Board shall not participate in the cost of an employee's benefits, including, pension contributions, after the month in which the employee is laid off, provided that, subject to the conditions and the availability of the insurance benefits, the employee may seek to arrange to have his or her benefits continued solely at the employee's expense until recall or until the expiry of the period referred to in Article 32.03, whichever first occurs.
- 32.05 Where an employee is to be recalled, he or she shall be informed of the recall by written notice. A notice sent to the last known address of the employee as shown on the records of the Board shall be deemed to be sufficient notice. It is the responsibility of each employee on layoff to keep the Board informed of his or her current address. An employee receiving a recall notice shall advise the Board, in writing, that within ten (10) days of **the** recall notice that he or she accepts the recall and will commence employment at the date and place specified in the notice. Upon expiration, after ten (10) days following the date of such recall notice, any and all employment and recall rights of **an** employee shall terminate where the employee has not provided written acceptance of the recall.
- 32.06 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.
- 32.07 **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 33 Resignations**

33.01        **An** employee who has submitted a written resignation from the Board may withdraw the resignation within forty-eight (**48**) hours thereafter, excluding Saturday and Sunday and statutory holidays, on written notice to the Chief of Police, given either directly by the employee or by the Association.

## **ARTICLE 34 Restructuring**

34.01 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 Board, after which the employee becomes **an** employee of the Board, whether by amalgamation or otherwise, the seniority of the employee shall be calculated from his or her last date of hire in relation to policing a First Nation. Further, where the Board has agreed in an agreement to assume or undertake the policing of a First Nation, to hire employees of the existing policing of the First Nation, **and** to recognize prior service of such employees, the seniority of such employees shall be calculated so as to include such prior service from **the** last date **of** hire with First Nation policing.



## **ARTICLE 35 Established Privileges**

35.01 All rights, privileges, benefits, customs, practices, and working conditions enjoyed by employees prior to the execution of this Agreement, provided they are not in conflict with any of the provisions of this Agreement, the Canada Labour Code, or the Canadian Human Rights Act shall be continued and no changes therein shall be made unless agreed to by the Board and the Association. The Operational Policy and Procedures in place at the date of ratification of this Agreement have been marked as Appendix "C" to this Agreement.

## **ARTICLE 36 Labour / Management Committee**

- 36.01 To resolve any problems which may arise and to consider and make suggestions and recommendations for their solution to their respective parties, the Board and the Association shall establish a joint committee comprised of two (2) appointees representing the Board and two (2) appointees representing the Association to meet at least twice annually or more if considered necessary upon fifteen (15) days' notice by either party to discuss matters of mutual concern.
- 36.02 Ten (10) days prior to any meeting **of** the joint committee, the representatives **of** the Board and the Association shall advise each other in writing of the matters they wish to place on the agenda for discussion.
- 36.03 Time spent by appointees attending or travelling to or from such meetings shall not result in loss of regular pay.

## **ARTICLE 37 Grievance Procedure/ Arbitration**

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

37.02 The grievance 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.

37.03 (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 Board shall notify the employee of this right in advance.

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

37.04 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 complaint shall be discussed with the employee's immediate supervisor within seven (7) days after the circumstances giving rise to it have occurred or 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 seven (7) days following the day on which the written grievance was presented.

### **POLICY GRIEVANCE**

37.05 A complaint or grievance arising directly between the Board and the Association concerning the implementation, interpretation, application, administration, or alleged violation of this Agreement shall be originated

at Step Two within ten (10) days following the circumstances giving rise to the grievance. Where the grievance is an Employer grievance, it shall be filed with the Association at Step Two.

**GROUPE GRIEVANCE**

37.06 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 Board or designate, within ten (10) days after the circumstances giving rise to the grievance have occurred. The grievance shall then be treated as being initiated at Step Two and the applicable provisions of this Article shall then apply with respect to the handling of such grievance.

**DISCHARGE GRIEVANCE**

37.07 If an employee claims that he/she has been unjustly discharged, such claim must be submitted, in writing, 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 Board, or its designate, within seven (7) days following the date the discharge is effective.

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

- (A) confirming the Board's action 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 which may be deemed just and equitable.

37.08 In the event that the discharge grievance is not settled, the Board, or its designate, shall deliver its decision confirming the discharge, in writing to the Association and the employee, within fourteen (14) days of receiving the written discharge grievance.

**ARBITRATION**

37.09 (A) Failing settlement under the grievance procedure, any grievance may be submitted to arbitration as hereinafter provided. If no written

request for arbitration is received within twenty (20) days after the decision under Step Two is given, the grievance shall be deemed to have been abandoned.

(B) All agreements reached, under this grievance procedure, between the representatives of the Board and the representatives of the Association will be final and binding upon the Board, the Association, and the employee or employees.

(C) 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 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.

- 37.10 No person may be appointed to the Arbitration Board who has been involved in an attempt to negotiate or settle the grievance.
- 37.11 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to, or amend any part of this Agreement.
- 37.12 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure hereinbefore stated.
- 37.13 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.
- 37.14 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.
- 37.15 Saturdays, Sundays, and Holidays are not to be counted in the time limits as set out in this Article.

37.16

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 38 Board Information to the Association**

38.01 At the request of the Association, the Board shall provide to the Association, as soon as possible and in any event within thirty (30) days, the following information, in writing:

- (A) The last audited financial statement of the Board; and
- (B) The most recent demographic information with regards to the employees of the Board.

## **ARTICLE 39 Copies of Agreement and Distribution**

39.01 The Board and the Association shall share the cost of printing this Agreement equally provided the Association agrees with the cost and format of the Agreement. The Board shall give a copy of the current Agreement to each employee within thirty (30) days of the employee's date of hire or the date of signing this Agreement, whichever is applicable.



## ARTICLE 40 Term of Agreement

40.01 This Agreement shall become effective on the day it is ratified by the Association (December 1, 2003) and shall remain in effect until March 31, 2006.

It shall be renewed automatically from year to year thereafter, unless either party gives notice of amendments to the other party within the ninety (90) day period immediately prior to the expiration date of this Agreement.

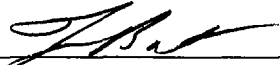
40.02 In the event that either party serves notice to the other party of its desire to amend this Agreement, then the Agreement shall remain in effect after the expiration date until it is replaced by a new Agreement, decision, or award.

Dated at Thunder Bay, Ontario, this 16<sup>th</sup> day of January, 2004.

NISHNAWBE-ASKI POLICE SERVICES  
BOARD

Per:

  
MIKE METATAWABIN - Chairperson  
(I have the authority to bind the Corporation)

  
FABIAN BATISE - Director  
(I have the authority to bind the Corporation)

Dated at Marathon, Ontario, this 23 day of February, 2004.

CANADIAN FIRST NATIONS POLICE  
ASSOCIATION

Per:

  
TIM PALMER - President

(I have the authority to bind the Corporation)

## APPENDIX "A"

Nishnawbe-Aski Police Services  
Schedule of Salaries  
Effective April 1, 2003

CATEGORY	ANNUAL	BI-WEEKLY	HOURLY
Cadet	32,000.00	1230.77	15.38
4 <sup>th</sup> Class Constable	35,040.00	1347.69	16.85
3 <sup>rd</sup> Class Constable	45,719.00	1758.42	21.98
2 <sup>nd</sup> Class Constable	51,299.00	1973.04	24.66
1 <sup>st</sup> Class Constable	60,700.00	2334.62	29.18
Senior Constable (59,900.00 plus 2%)	61,098.00	2349.92	29.37
Sergeant – Level 1 (Probationary)	61,860.00	2379.23	29.74
Sergeant – Level 2	62,505.00	2404.04	30.05

Effective April 1, 2004

CATEGORY	ANNUAL	BI-WEEKLY	HOURLY
Cadet	32,640.00	1,255.38	15.69
4 <sup>th</sup> Class Constable	35,740.80	1,347.65	17.18
3 <sup>rd</sup> Class Constable	46,633.38	1,793.59	22.42
2 <sup>nd</sup> Class Constable	52,324.98	2,009.75	25.12
1 <sup>st</sup> Class Constable	61,914.00	2,381.31	29.77
Senior Constable (59,900.00 plus 2%)	62,319.96	2,396.92	29.96
Sergeant – Level 1 (Probationary)	63,097.20	2,426.82	30.34
Sergeant – Level 2	63,755.10	2,452.12	30.65

## APPENDIX "B"

### Vacation Leave

Employees who have completed six (6) months of service are entitled to annual vacation as follows:

1. one and one ~~quarter~~ (1-1/4) days per month during the first eight years (8) of continuous service;
2. one and two thirds (1-2/3) days per month after eight (8) years of continuous service;
3. two and one twelfth (2-1/12) days per month after twelve (12) years of continuous service;
4. during the year the employee completes eighteen (18) years of continuous service and each year thereafter, thirty (30) working days.

## **APPENDIX “C”**

Operational Policy and Procedures in place at the date of ratification of this Agreement.

## APPENDIX “D”

### Letter of Understanding

Between:

Nishnawbe-Aski Police Services Board

(hereinafter referred to as  
the “Board”)  
OF THE FIRST PART

- And -

Canadian First Nations Police Association

(hereinafter referred to as  
“CFNPA”)  
OF THE SECOND PART

1. The Board and the Association acknowledge and agree that negotiations have been conducted by the Board with Canada and Ontario with respect to the Nishnawbe-Aski Police Services Agreement (the “Agreement”) leading to a one (1) year enhancement extension of the Agreement. As a result of certain enhancements to the Agreement, all officers of the Board must have an Ontario Police College certification in order to continue their employment with the Board.
2. The Board and the Association recognize that some of the officers have been employed by the Board and have not acquired OPC certification. As a result of the foregoing, the following criteria, based on years of service, will apply to all officers of the Board with respect to OPC certification:

Years of Service	Years to Obtain OPC Certification
0	No OPC Diploma = no job
1-5	April/June December 2005
6-10	April/June December 2006
11-15	April/June December 2007
16+	April/June December 2008

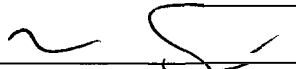
Notes.

1. *OPC guidelines with respect to re-writes are attached to this letter and officers who initially fail to pass OPC's certification but who are eligible for re-writes will be retained under the cadet status.*
  2. *Officers who are not cadets will also be subject to OPC re-write guidelines but will be retained at their current rank and rate of pay until they achieve OPC certification or the date referred to in the chart above, whichever event first occurs.*
  3. *Years of service includes total employment with NAPS (the "Board") and/or the Ontario First Nation Provincial Police.*
  4. *All officers will be given a reasonable opportunity to re-attend OPC within the timeframe referred to in the chart above and in accordance with the NAPS Operating Policy and Procedures.*
  5. *All officers holding the rank of Sergeant, Staff Sergeant Division Commander or Inspector must qualify to the provincial standard for their rank to a maximum of provincial staff sergeant level within two years of the date of this Letter of Understanding.*
3. The Board and the Association acknowledge and agree that, subject to available funding, every reasonable effort shall be made to assist and accommodate current NAPS officers who are not certified, including, without limiting the generality of the foregoing:
    - (a) training and mentorship prior to writing OPC certification exams;
    - (b) where possible, programs to assist certification applicants in writing skills;
    - (c) such other steps that the Board and the Association deem to be reasonable and practical.
  4. It is agreed that the Board and the Association shall take immediate steps to identify possible funding sources to assist NAPS officers in achieving certification.
  5. The Board undertakes, with the Association, to begin as soon as reasonably possible to explore and implement, in good faith, those items set out in paragraphs 3 and 4 of this Letter of Understanding. The Board and the Association agree to consult with each other, from time to time, and, without limiting the generality of the foregoing, to discuss their success or otherwise, no later than October 31<sup>st</sup> in each year during the term of the Collective Agreement, then in force and to take such steps as can then be mutually agreed upon to give greater effect to the goals and objectives of this Letter of Understanding.

DATED at Thunder Bay, Ontario, this 16<sup>th</sup> day of January, 2004.

**NISHNAWBE-ASKI POLICE SERVICES  
BOARD**

Per:

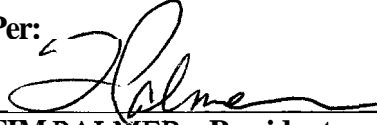
  
\_\_\_\_\_  
**MIKE METATAWABIN – Chairperson**  
(I have the authority to bind the Corporation)

  
\_\_\_\_\_  
**FABIAN BATISE – Director**  
(I have the authority to bind the Corporation)

DATED at Manathon, Ontario, this 23 day of February, 2004

**CANADIAN FIRST NATIONS POLICE  
ASSOCIATION**

Per:

  
\_\_\_\_\_  
**TIM PALMER - President**  
(I have the authority to bind the Corporation)

APPENDIX "E"

Memorandum of Understanding

Between:

Nishnawbe-Aski Police Services Board

(hereinafter referred to as the "Board")

OF THE FIRST PART

- And -

Canadian First Nations Police Association

(hereinafter referred to as the "Association")


OF THE SECOND PART

- 1. The Board agrees to pay a signing bonus of \$250.00 to all employees employed on the date of ratification of the Agreement. The said signing bonus shall be paid within two (2) weeks of the date of ratification of the Agreement by the employees.

DATED at Thunder Bay, Ontario, this 16<sup>th</sup> day of January, 2004.

NISHNAWBE-ASKI POLICE SERVICES BOARD

Per:

  
MIKE METATAWABIN - Chairperson  
(I have the authority to bind the Corporation)

  
FABIAN BATISE - Director  
(I have the authority to bind the Corporation)

DATED at Manathon, Ontario, this 23 day of February, 2004.

CANADIAN FIRST NATIONS POLICE ASSOCIATION

Per:

  
TIM PALMER - President  
(I have the authority to bind the Association)