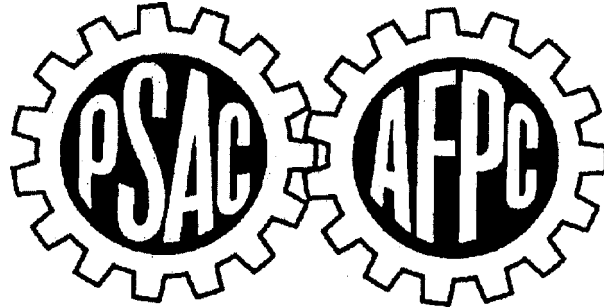


COLLECTIVE AGREEMENT

BETWEEN:

THE PUBLIC SERVICE ALLIANCE OF CANADA



AND:

NISHNAWBE-ASKI POLICE SERVICE BOARD

RECEIVED
APR 20 2006



Expiry Date: March 31, 2007

13582(01)

COLLECTIVE AGREEMENT

BETWEEN:

THE PUBLIC SERVICE ALLIANCE OF CANADA

(hereinafter called the “Alliance”)
OF THE FIRST PART



AND

NISHNAWBE-ASKI POLICE SERVICE BOARD

(hereinafter called the “Employer”)
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, that harmonious relations be established 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

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.

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
1	Recognition and Definitions.....	1 – 2
2	Management Rights/Application.....	3
3	Alliance Membership	4
4	Employee Representative	5
5	Harassment and Sexual Harassment/No Discrimination	6
6	Salaries and Wages.....	7
7	Hours of Work.....	8
8	Overtime and Lieu Time.....	9
9	Call Back.....	10
10	Out of Town Assignments.....	11
11	Promotion Procedure.....	12-13
12	Legal Indemnification.....	14
13	Leave for Alliance Business.....	15-16
14	Vacations.....	17-18
15	Designated Paid Holidays.....	19
16	Maternity Leave and Parental Leave.....	20
17	Sick Leave.....	21-22
18	Workplace Safety and Insurance.....	23
19	Duty to Accommodate.....	24
20	Bereavement Leave/Special Compassionate Leave....	25-26
21	Marriage Leave.....	27
22	Training and Development Leave.....	28
23	Education Leave.....	29
24	Medical and Dental Appointments.....	30
25	Benefits.....	31
26	Technological Change.....	32-33
27	Pensions.....	34
28	Layoff and Recall/Severance Pay.....	35-37
29	Resignations.....	38
30	Secondary Employment.....	39
31	Employment Records.....	40
32	Established Privileges.....	41
33	Grievance Procedure/Arbitration.....	42-45
34	Labour/Management Committees.....	46
35	Information to the Alliance.....	47
36	Copies of Agreement and Distribution.....	48
37	Severability of Terms.....	49
38	Term of Agreement.....	50

TABLE OF CONTENTS (Cont'd.)

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
Schedule "A"	Civilian Salary and Benefits.....	51
Schedule "B"	Vacation Entitlement.....	52
Appendix "C"	Letter of Understanding #1.....	54-55
	Letter of Understanding #2.....	56-57

ARTICLE 1 - RECOGNITION AND DEFINITIONS

- 1.01 The Employer recognizes the Alliance as the exclusive Bargaining Agent with respect to all matters for all Civilian Employees of the Nishnawbe-Aski Police Service, excluding the position of Executive Administrator, Financial Controller and Human Resources Manager.
- 1.02 **“Continuous Employment”** means all employment with the Nishnawbe-Aski Police Service.
- 1.03 The term **“Employee”** whenever herein used shall mean only those full time Employees within the Bargaining Unit as described in Article 1.01 above and shall specifically exclude guards, matrons, caretakers and janitors, Part Time Employees who are scheduled to work less than ten (10) hours per week and Casual Employees who work from time to time.
- 1.04 **“Leave”** means authorized absence from duty by an Employee during his/her regular or normal hours of work.
- 1.05 The term **“Probationary Employee”** whenever herein used shall mean each new Employee who is hired to do bargaining unit work and has not completed six (6) months of continuous employment with the Employer. The Alliance acknowledges and agrees that until the Employee completes six (6) months of continuous employment with the Employer, they may be terminated by the Employer and the Probationary Employee shall not be entitled to file a grievance in the event of termination of employment. Provided, however, that where employment continues for more than six (6) months then length of service, vacation credits and other benefits contained in this agreement shall be calculated and shall accrue from the date of hire.
- 1.06 The term **“Police Service”** whenever hereinafter used shall mean the Nishnawbe-Aski Police Service, the Employer.
- 1.07 Wherever applicable in the Agreement the singular shall include

the plural.

- 1.08 **“Police Chief”** means the Police Chief from time to time, of the Nishnawbe-Aski Police Service, the Employer.
- 1.09 **“Spouse”** will, when required, be interpreted to include “common-law spouse”.
- 1.10 **“Common Law Spouse”** relationship exists, when, for a continuous period of at least one year, an employee has lived with a person and represented that person to be his/her spouse and continues to live with the person as if that person were his/her spouse.
- 1.11 **“Vacancy”** means any unoccupied position in the Bargaining Unit of the Employer whether newly created or otherwise.
- 1.12 **“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 Collective Agreement.
- 1.13 **“Group Grievance”** means a complaint common to four (4) or more Employees, made in writing, concerning a working condition or term of employment that is applicable to Employees covered by this Agreement.
- 1.14 **“Grievor”** means a person who has filed a grievance under this Collective Agreement.
- 1.15 Any expression of the male gender shall also include the female gender in its application and vice versa.

Except as otherwise provided in this Agreement, expressions used in this Agreement, if defined in the Canada Labour Code, have the same meaning as given to them in the Canada Labour Code.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 The Alliance recognizes the right of the Employer to operate and manage the Police Service in all respects in accordance with its commitments and responsibilities, including, without limiting the generality of the foregoing, the supervision and direction of the Employees of the Police Service.

ARTICLE 2A – APPLICATION

2A.01 The provisions of this Agreement apply to the Alliance, Employees, and the Employer.

2A.02 Except as otherwise noted in this Agreement, notification to the Employer by the Alliance shall be made to the Nishnawbe-Aski Police Service, Attention Chief of Police.

2A.03 No Bargaining Unit Member shall enter into any other agreement with the Employer.

ARTICLE 3 - ALLIANCE MEMBERSHIP

- 3.01 Subject to the provisions of this Article, the Employer agrees to supply the Alliance, quarterly, with the name and classification of each new Employee, and the Employer will, as a condition of employment, deduct an amount equal to the monthly membership dues from the monthly pay of all Employees in the Bargaining Unit. Where an Employee does not have sufficient earnings in respect of any month to permit deductions made under this Article, the Employer shall not be obligated to make such deduction from subsequent salary.
- 3.02 The Employer agrees to provide each new Employee with a copy of this Collective Agreement and to advise the new Employees as to the name of the Alliance Representative at that geographic location.
- 3.03 The Alliance shall inform the Employer, in writing, of the authorized monthly deduction to be checked off for each Employee.
- 3.04 For the purpose of applying clause 3.01, deductions from pay for each Employee, in respect of each calendar month, will start from the first full calendar month of employment, to the extent that earnings are available.
- 3.05 The amounts deducted, in accordance with clause 3.01, shall be remitted to the Comptroller of the Alliance, Alliance Building, 233 Gilmour Street, Ottawa, Ontario K2P 0P1, by cheque, within a reasonable period of time after deductions are made, and shall be accompanied by particulars identifying each Employee and the deductions made on the Employee's behalf.

ARTICLE 4 – EMPLOYEE REPRESENTATIVES

- 4.01 The Alliance shall endeavour to determine the jurisdiction of each Employee Representative having regard to the plan of organization, the number and distribution of Employees at the workplace and the administrative structure implied by the Grievance Procedure.
- 4.02 The Alliance shall notify the Employer, in writing, of the name and jurisdiction of its Employee Representatives identified.
- 4.03 Employee Representatives of the Alliance shall first obtain the permission of his/her immediate supervisor prior to participating in Alliance business during his/her normal hours of work.

ARTICLE 5 – HARASSMENT AND SEXUAL HARASSMENT

5.01 The Alliance and the Employer recognize the right of Employees to work in an environment free from harassment and sexual harassment, and agree that harassment and sexual harassment will not be tolerated in the workplace.

5.02 (a) Any level in the Grievance Procedure shall be waived if a person hearing the grievance is the subject of the complaint.

(b) If by reason of 5.02(a) above, a level of the Grievance Procedure is waived, no other level shall be waived except by mutual agreement.

ARTICLE 5A – NO DISCRIMINATION

5 A There shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or any disciplinary action exercised or practiced with respect to an Employee by reason of age, race, creed, colour, national origin, religious affiliation, sex, sexual orientation, family status, mental or physical disability, or membership, or activity in the Union. Any level in the Grievance Procedure shall be waived if a person hearing the grievance is the subject of the complaint, but no other level shall be waived by mutual agreement.

10

ARTICLE 6 - SALARIES AND WAGES

- 6.01 The Employer shall pay each Employee the salary and wages as set out in Schedule "A" annexed hereto and forming part of this Agreement.
- 6.02 The Employer shall provide each Employee with an itemized statement of the salary, overtime and other supplementary pay and deductions for each pay period.
- 6.03 Except when it is beyond its control, the Employer shall deposit an Employee's salary and wages in the Employee's bank account not later than 0700 hours on each pay day.
- 6.04 The Employer shall not make any deductions from an Employee's salary and wages unless authorized by the Employee, statute, court order, arbitration or this Agreement.
- 6.05 Except as authorized or permitted by Federal or Provincial statute, the Employer 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 retained to itself or accept directly or indirectly any salary and wages payable to an Employee.

ARTICLE 7 - HOURS OF WORK

- 7.01 The normal hours of work for each Employee shall be a total of Thirty five (35) hours per week, Monday to Friday, between 8:30 a.m. to 4:30 p.m., provided, however, that the normal hours for the Mechanical Staff shall be eight (8) hours per day and forty hours (40) per week, Monday to Friday, between 8:00 a.m. and 5:00 p.m.
- 7.02 All Employees shall be permitted to take a daily unpaid meal period of not less than sixty (60) minutes.

ARTICLE 8 - OVERTIME AND LIEU TIME

- 8.01 Overtime shall be any time spent in the service of the Employer in excess of an Employee's normal hours of work.
- 8.02 Where an Employee is required to work for any period in excess of fifteen (15) minutes after the Employee's normal hours of work, such time shall accumulate, including the first fifteen (15) minutes and be credited to the Employee as overtime.
- 8.03 Hours of work by an Employee, authorized by Management, in writing, beyond an Employee's normal hours of work shall not be overtime where the changes in hours of work have been made as a result of a request by the Employee to change the normal hours of work, and have been agreed to by the Employer.
- 8.04 Unless the Canada Labour Code or the Regulations thereto prescribe a greater rate, all overtime shall be accumulated at the rate of one and one-half (1 ½) hour of overtime for every hour worked in excess of the Employee's normal hours of work or a portion thereof. For the purpose of calculating partial hours, six minutes shall equal .1 hours.
- 8.05 Overtime which an Employee has accumulated must be taken off by the Employee as part of a day, or as whole day or days. The Employee shall make the request to the Employee's supervisor and the time off will only be taken with the agreement of the Employee's supervisor.
- 8.06 Where an Employee has accumulated hours in an overtime bank as provided for above, and at the end of the calendar year, there are hours in the overtime bank, the Employee shall carry all of the hours in the overtime bank into the next calendar year and use the accumulated hours as days off as set out in Article 8.05 above.

ARTICLE 9 - CALL BACK

9.01 **An** Employee who completes a shift and thereafter, during off duty hours and before the commencement of the Employee's next scheduled shift, is called back to duty, shall be paid for each such call back the greater of:

(a) one and one-half (1-1/2) 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.

9.02 Call back pay shall only be paid if the call back was requested and confirmed by the Employee's supervisor.

ARTICLE 10 - OUT OF TOWN ASSIGNMENTS

10.01 When authorized by the Employer to travel at the expense of the Employer, an Employee shall be reimbursed such travel expenses that are reasonably incurred, in accordance with the Travel Policy of the Employer.

ARTICLE 11 - PROMOTION PROCEDURE

- 11.01 It is the goal of the Employer to fill every vacant position, existing and anticipated, with the best available candidate and where reasonably possible, to enable Employees to advance within the organization.
- 11.02 All vacancies for positions within the Bargaining Unit shall be posted in the Administrative Headquarters, Division "A" and "B" Headquarters. The posting shall be for a period of no less than ten (10) working days in order to allow interested applicants to file their applications.
- 11.03 All postings shall contain the following information:
- (i) department
 - (ii) classification
 - (iii) status
 - (iv) qualifications
 - (v) wage rate
- 11.04 The Employer shall make a short list of candidates who appear to meet the criteria for the position and conduct interviews, if in the opinion of the Employer interviews are required.
- 11.05 The Employer shall, acting reasonably and in good faith in accordance with Article 11.01, determine if a suitable candidate has applied for the position and in the event a suitable candidate is not selected, the position shall be advertised externally.
- 11.06 In the event the successful applicant is an existing employee then the Employer agrees that the successful applicant shall be allowed a trial period of **up** to thirty (30) days, during which the

Employer will determine if the Employee has the satisfactory skill and ability to perform the job. Within the period of thirty (30) days referred to above, the Employee may elect to voluntarily return, or be returned by the Employer to the position she/he formerly occupied, without loss of seniority. The vacancy, resulting from the posting, may be filled on a temporary basis by the Employer until the trial period is completed.

ARTICLE 12 - LEGAL INDEMNIFICATION

- 12.01 The Employer 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 Insurance Company under Commercial General Liability Policy No. 3824658. The Employer, upon request, will provide each Employee with a summary of the legal indemnification contained in the contract of insurance.
- 12.02 The Alliance agrees with the Employer that, subject to the terms and provisions of the contract of insurance referred to above and this paragraph, and/or any other duty imposed by law, there is no legal obligation on the Employer to provide legal indemnification for the Employees of the Bargaining Unit.

ARTICLE 13 – LEAVE FOR ALLIANCE BUSINESS

- 13.01 Subject to the provisions of this Article, an Employee may request from the Police Chief, leave to attend Alliance meetings, hearings, or other Alliance 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 Police Service.
- 13.02 Application for leave shall be from the Alliance, in writing, and/or communicated by Interpol, 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.
- 13.03 Employees shall not use the Employer's vehicles, equipment, uniforms or supplies without the Police Chief's permission in relation to attending Alliance meetings, hearings, or other Alliance business, except for limited communication by a fax and/or telephone.
- 13.04 Employees shall be entitled to receive leave under this Article without pay unless otherwise stipulated herein or elsewhere in this Agreement.
- 13.05 Should an Employee be a member of the Executive Board of the Alliance, such Employee shall be granted leave of absence(s) without pay for Alliance business. Such leave of absence(s) will only be granted when it does not interfere with the effective and efficient operations of the service, and such leave shall not be unreasonably withheld by the Employer.
- 13.06 The total amount of leave during a calendar year shall not exceed five (5) person days (seven (7) hour shifts) per Employee unless the Employee has requested additional leave relating to conventions or courses offered by the Alliance which will exceed the five (5) days referred to in this Article and the Employer has agreed to the additional leave. Such additional leave shall not be unreasonably withheld by the Employer.

- 13.07 The Alliance shall have the right to post Alliance notices in each building occupied by the Employer at locations satisfactory to the Police Chief, and accessible to the Employees.
- 13.08 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 Alliance for meetings to negotiate the renewal of the Collective Agreement.
- 13.09 The Employer shall allow an Employee to attend Alliance meetings held in the Employee's work area while on duty, provided that the Employee attending such meeting, shall only use time allotted to the Employee's lunch period and/or break periods for the purpose of attending the meeting(s).
- 13.10 Recognizing the need to preserve the confidentiality of the Police business and the efficiency of the Police Service Operations, the Alliance agrees that a duly accredited representative of the Alliance who is not an Employee, shall only enter the premises of the Police Service with the permission of the Employer.

ARTICLE 14 - VACATIONS

- 14.01 Every Employee shall be entitled to vacation with pay between January 1st and December 31st of each year, as set forth in Schedule "B" annexed hereto and forming part of this Agreement.
- 14.02 Where an employee is hired after January 1st in a calendar year, vacation entitlement shall be granted in that year on a prorated basis from the date of hire.
- 14.03 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 Employer unless otherwise authorized by the Employer.
- 14.04 An Employee shall be entitled to increased vacation in accordance with Schedule "B" in the year in which the anniversary of the Employee occurs on a prorated basis.
- 14.05 Employees shall make application for vacation leave prior to the first day of March each year and such requests shall be granted on the basis of seniority subject to the operational requirements of the Police Service.
- 14.06 Subject to the other provisions of this Article, each Employee shall be given the opportunity to have an equitable share of the vacation leave during the period May 1st, to October 1st of each calendar year.
- 14.07 An Employee shall be entitled to carry one year's vacation entitlement or any portion thereof over to the following year.
- 14.08 In the event, an Employee accumulates vacation credits in excess of one year's vacation credits, then the Employee shall be required to reduce the accumulated vacation credits to a maximum of one year's vacation credits by December 31st of that year.

14.09 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 pay in lieu thereof 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.

ARTICLE 15 – DESIGNATED PAID HOLIDAYS

15.01 Each Employee shall be entitled to twelve (12) designated paid holidays in each calendar year during the term of this Agreement. The designated paid holidays are as listed below;

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

15.02 An Employee required to work on a designated paid holiday shall, in addition to receiving designated paid holiday pay, be entitled to bank the time worked at a rate equal to one and one-half (1 ½) times the Employee's regular rate of pay for the time worked on that day. Any banked time so accumulated shall be utilized in accordance with Article 8.05 of this Agreement.

15.03 An Employee shall not be paid designated holiday pay when the designated paid holiday occurs;

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

15.04 Where the designated paid 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 designated paid holiday, and the Employee will receive designated paid holiday pay.

ARTICLE 16 - MATERNITY LEAVE AND PARENTAL LEAVE

16.01 Employees shall be entitled to the periods of time off prescribed by Part III, Division VII of the Canada Labour Code.

ARTICLE 17 - SICK LEAVE

- 17.01 Every Employee shall receive a credit of six (6) hours of sick leave for each month of service, to a maximum of seventy (70) hours of sick leave per calendar year. The Employer and the Alliance agree that sick leave credits cannot be banked and accumulated from year to year.
- 17.02 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 entitlement for that year in an Employee's sick leave credit bank at the time of such absence, except for the Employee's awarded compensation pursuant to the Workplace Safety and Insurance Act.
- 17.03 Where an Employee is absent on sick leave for three (3) consecutive scheduled days or more, the Employer will require a note from the Employees physician, dentist, or other health care provider which indicates that the Employee was unable to carry out his/ her duties.
- 17.04 Any unused sick leave credits not used at the end of a calendar year will be forfeited.
- 17.05 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 circumstances the deduction will be made for each hour or portion thereof which the Employee was absent from work calculating the cumulative sick leave credits hourly.
- 17.06 An Employee who is unable to report for duty by reason of illness or injury shall cause the Employee's immediate supervisor to be notified as soon as reasonably practicable.
- 17.07 Upon termination of an Employee's employment, for whatever reason, any unused sick leave credits shall be forfeited.

- 17.08 In the event an Employee resigns or is terminated during the calendar year and the Employee has used more sick leave credits from the Employee's sick leave credit bank, than he/she has earned in accordance with Article 17.01 for that portion of the calendar year, then the Employee shall repay the excess sick leave credits so used to the Employer and the Employer shall be entitled to deduct the amount owing from any final payment to the Employee.
- 17.09 In the event an Employee is in receipt of Short Term Disability Benefits, all earned sick leave credits, overtime credits, designated paid holiday credits, vacation credits, and other lieu time credits, may, upon written request, be utilized by the Employee until exhausted, so that the Employee may continue to receive one hundred percent (100%) of the Employee's regular wage.

ARTICLE 18 - WORKPLACE SAFETY AND INSURANCE

18.01 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 receives confirmation that the claim has been accepted by W.S.I.B., whichever is the lesser period of time. Thereafter, upon written request, an Employee may increase the monthly amount received from W.S.I.B. to 100% (one hundred per cent) of their regular rate of pay by using any, some or all of their accumulated and earned overtime, designated pay holiday time, lieu time, vacation time and sick day banked credits; and
- (b) Continue to receive full coverage under this Collective Agreement, and the Employer shall continue to contribute 100% (one hundred per cent) of all benefits and pension contributions, if applicable, as required by the *Workplace Safety and Insurance Act*, S.O. 1997, Chapter 16, as amended from time to time.

ARTICLE 19 - DUTY TO ACCOMMODATE

- 19.01 Where an Employee recovers from an illness or disability within the first twenty-four (24) months and can perform the Employee's regular occupation, the Employer shall return the Employee to the Employee's regular occupation, at the rate of pay to which the Employee would be entitled had he, or she not been absent due to illness or disability, where reasonably practical.
- 19.02 The Employer may assign to a different position, with different terms and conditions of employment, any Employee who, after an absence due to work related illness or injury is unable to perform the work performed by the Employee prior to the absence as determined by the Employee's medical practitioner.

ARTICLE 20 – BEREAVEMENT LEAVE

- 20.01 An Employee who would otherwise have been at work shall be allowed up to three (3) days' leave 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.
- 20.02 Necessary travelling time in addition to the three (3) days may be granted at the discretion of the Police Chief.
- 20.03 It is the responsibility of the Employee to request this leave from his/her supervisor.
- 20.04 It is the responsibility of the supervisor to obtain the decision of the Police Chief, or designate, as applicable, and for advising the Employee of the decision made.

SPECIAL/COMPASSIONATE LEAVE

- 20.05 The Police Chief or the Deputy Police Chief, 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.
- 20.06 Leave of absence without pay and without accumulation of credits may be granted to an Employee by the Police Chief.

- 20.07 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 Police Chief.
- 20.08 No Employee shall absent himself/herself from duty on a leave of absence provided for in this Article dealing with special/compassionate leave unless he/she previously obtained the authorization required.
- 20.09 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 Police Chief through normal channels.
- 20.10 The Police Chief or designate will inform the Employee of the decision made.
- 20.11 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 Police Chief. This action is necessary to have the Employee placed back on payroll.
- 20.12 Notwithstanding the terms and provisions of Article 20.05 to 20.11 inclusive, the Employer acknowledges that the provisions of the Employment Insurance (EI) Compassionate Care Benefits as amended dealing with family medical leave shall apply where applicable.

ARTICLE 21 - MARRIAGE LEAVE

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

ARTICLE 22 - TRAINING AND DEVELOPMENT LEAVE

22.01 Training and development leave shall be granted in accordance with the applicable provisions of the Employer's Operational Policies and Procedure Manual.

22.02 Where, in the opinion of the Employer, an Employee wishes to undertake career development and/or training courses which will be beneficial to the Employee and the Police Service, then the Employee may request financial reimbursement from the Employer for tuition fees, books and other educational material. Provided, however, that such financial assistance will only be paid if:

- (i) The Employer has pre-approved the courses, in writing, together with the relevant budget;
- (ii) The Employee has successfully completed the course(s)

The Alliance acknowledges that the Employer has budgetary constraints and that, of necessity, it must deal with each request on a case by case basis.

ARTICLE 23 - EDUCATION LEAVE

- 23.01 An Employee with at least three (3) years of continuous employment with the Employer 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.
- 23.02 While an Employee is on unpaid education leave, any benefits based on service or seniority shall be retained, but not accumulated.
- 23.03 The Employee shall, coincident with his or her application for education leave, agree to return to work for the Employer, for a period equivalent to that of the education leave, and the Employer 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.

ARTICLE 24 – MEDICAL AND DENTAL APPOINTMENTS

- 24.01 An Employee who is compelled to arrange an emergency medical, or dental appointment at his/her worksite 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 upon providing written verification of the appointment. Such Employee will not be required to make up the time spent away from work to keep the appointment.

ARTICLE 25 - BENEFITS

- 25.01 The Employer shall continue to contract with an insurance carrier for the purpose of providing insured services, similar to the present Great West Life Group Insurance Plan contract number 201193 in respect of extended health care, emergency travel assistance, dental care, short term disability, long term disability, life insurance and accidental death and dismemberment. The Employer will provide each Employee with the booklet which outlines the Insurance Plan.
- 25.02 Where the requirements of an Employee's job reasonably require it, the Employer will reimburse an Employee for expenditures made by the Employee to procure protective clothing in order to safely perform their duties. Provided, however, the Employer shall not be required to reimburse the Employee for more than one pair of work boots or one cold weather survival suit per calendar year.

ARTICLE 26 – TECHNOLOGICAL CHANGE

- 26.01 In this Article “Technological Change” means:
- (a) The introduction by the Employer of equipment or material of a different nature than that previously utilized; and
 - (b) A change in the Employer’s operation directly related to the introduction of that equipment or material.
- 26.02 Both parties recognize the overall advantages of technological change and will, therefore, encourage and promote technological change in the Employer’s operations. Where technological change is to be implemented, the Employer will seek ways and means of minimizing adverse effects on Employees, which might result from such changes.
- 26.03 The Employer agrees that where it proposes to effect a technological change that is likely to affect the terms and conditions or security of employment of a significant number of Employees to whom this agreement applies, then it shall give notice, in writing, of the technological change to the Alliance at least 120 days prior to the date on which the technological change is to be effected.
- 26.04 The written notice provided for in clause 26.03 will provide the following information:
- (a) the nature and degree of change;
 - (b) the anticipated date or dates on which the Employer plans to effect change;
 - (c) the location or locations involved.
 - (d) the approximate number and type of Employees likely to be affected by the technological change.

- 26.05 As soon as reasonably practicable, after notice is given under clause 26.03, the Employer shall consult with the Alliance concerning the effects of the technological change, referred to in clause 26.03, on each group of Employees. Such consultation will include, but not necessarily be limited to the following:
- (a) The approximate number, class, and location of Employees likely to be affected by the change;
 - (b) The effect the change may be expected to have on working conditions or terms and conditions of employment on Employees.
- 26.06 When, as a result of technological change, the Employer determines that an Employee requires new skills or knowledge in order to perform the duties of his/her substantive position, the Employer will make every reasonable effort to provide the necessary training during the Employee's working hours and at no cost to the Employee.

ARTICLE 27 - PENSIONS

- 27.01 All Employees shall be registered under the Ontario Pension Plan, administrated 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.
- 27.02 Provided that the Employee pays his or her portion of the contribution to the Ontario Pension Plan, while the Employee is employed by the Employer, the Employer shall pay to the Ontario Pension Plan, on behalf of each participating Employee an amount not to exceed 6.2 percent of the Employee's annual salary.
- 27.03 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.
- 27.04 Any buy back for time served from the date of hire by an Employee is for the account of the Employee and the Employer shall not be required to make any contribution to the same.

ARTICLE 28 - LAYOFF AND RECALL

- 28.01 (a) The Employer shall, unless there is an emergency, give the Alliance and the affected Employee ninety (90) days' written notice prior to the effective date of any layoff and the Employer agrees to meet with the Alliance to discuss alternatives to the layoff including redeployment, attrition and training for anticipated vacancies.
- (b) 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.
- 28.02 Subject to Article 28.07, Employees on layoff possessing the necessary skills, qualification, 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. In determining the ability of the Employee to perform the work, the Employer shall not act in an arbitrary or unfair manner.
- 28.03 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.
- 28.04 The Employer shall not pay any portion of 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 28.03, whichever first occurs.
- 28.05 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 Employer shall be deemed to be sufficient notice. It is the responsibility of each Employee on layoff to keep the Employer

informed of his or her current address. An Employee receiving recall notice shall advise the Employer, in writing, 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.

28.06 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.

28.07 If an Employee has received a layoff notice and possesses the necessary skill, qualifications, abilities and a willingness to perform the work and is senior to another Civilian Employee who is in the Bargaining Unit, then that Employee shall be entitled to bump the more junior Employee and assume the junior Employee's position at the same rate of pay earned by the junior Employee. Provided, however, that if the position is located at another Divisional Detachment or Administrative Headquarters then the Employee exercising this privilege shall have fifteen (15) days to notify the Police Chief in writing of his/her wish to exercise such bumping privilege and the Employee shall be personally responsible for all associated moving and living costs without reimbursement from the Employer. Any written notice received by the Employer more than fifteen (15) days after the layoff notice shall be of no force and effect.

SEVERANCE PAY

28.08 The Employer will pay Severance Pay to Employees who have completed five (5) years of continuous service, and who:

- (i) are laid off with no possibility of recall; or
- (ii) resigns

The amount of such Severance Pay shall be one (1) week's pay for every full year of service at the Employee's rate of pay at

the date of layoff or resignation. The said Severance Pay paid by the Employer shall be inclusive of termination and/or Severance Pay required to be paid by the Employer under the Canada Labour Code, and the Regulations thereto as amended.

ARTICLE 29 - RESIGNATIONS

29.01 An Employee who has submitted a written resignation to the Employer may withdraw the resignation within forty-eight (48) hours thereafter, excluding Saturdays and Sundays, and statutory holidays, on written notice to the Police Chief.

ARTICLE 30 - SECONDARY EMPLOYMENT

- 30.01 Unless otherwise specified by the Employer as being in an area that could represent a conflict of interest, Employees shall not be restricted in engaging in other employment outside the hours they are required to work for the Employer.

ARTICLE 31 - EMPLOYMENT RECORDS

- 31.01 Discipline entries in the employment file shall be expunged thirty (30) months after the completion of the discipline, providing there has been no further discipline.
- 31.02 Each Employee is entitled to review his or her employment record prior to being counseled 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 with respect to disciplinary matters pertaining to the Employer shall be brought to the Employee's attention within fourteen (14)days.

ARTICLE 32 - ESTABLISHED PRIVILEGES

32.01 All rights, privileges, benefits, customs, practices, and working conditions enjoyed by Employees prior to the execution of this Agreement, providing 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 Employer and the Association. The Operational Policies and Procedures in place at the date of ratification of this Agreement have been marked as Appendix "C" in this Agreement.

ARTICLE 33 - GRIEVANCE PROCEDURE/ARBITRATION

- 33.01 For the purpose of this Agreement, a grievance or complaint is defined as a difference arising either between an Employee and the Employer or between the parties hereto relating to the interpretation, application, administration or alleged violation of this Agreement.
- 33.02 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.
- 33.03 (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 Alliance Representative. In the case of suspension or discharge, the Employer shall notify the Employee of this right in advance.
- (b) Where the Employer deems it necessary to suspend or discharge an Employee, the Employer shall notify the Alliance of such suspension or discharge in writing within one (1) day of the decision to suspend or discharge an Employee.
- 33.04 It is the mutual desire of the parties hereto that complaints shall be dealt with as quickly as possible. The grievor may have the assistance of an Alliance Representative if so desired.

STEP ONE

The grievance shall be discussed with the Employee's immediate supervisor within seven (7) days of the circumstances giving rise to it, or when it 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 Alliance 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

33.05 A complaint, or grievance arising directly between the Employer and the Alliance 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 Alliance, at STEP TWO.

GROUP GRIEVANCE

33.06 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 Employer or designate, shall grieve within ten (10) days after the circumstances giving rise to the grievance. The grievance shall 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

33.07 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 Alliance Representative, or submitted by the Alliance Representative alone, at STEP TWO of the grievance procedure to the Employer within ten (10) days, following the date the discharge is effective. The

Employer shall provide its decision, in writing, to the grievor within ten days of receiving the grievance.

ARBITRATION

- 33.08 (a) Failing settlement under the foregoing procedures, 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 Employer and the representatives of the Alliance will be final and binding upon the Employer, the Alliance, 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, providing 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.
- 33.09 No person may be appointed to the Arbitration Board who has been involved in any attempt to negotiate or settle the grievance.

- 33.10 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.
- 33.11 No matter may be submitted to Arbitration which has not been properly carried through all requisite steps of the Grievance Procedure hereinbefore.
- 33.12 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.
- 33.13 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.
- 33.14 Saturdays, Sundays, and holidays are not to be counted in the time limits set out in this Article.
- 33.15 Wherever Arbitration Board is referred to in this Agreement, the parties hereto may mutually agree, in writing, to substitute a mutually agreeable single Arbitrator for the Arbitration Board at the time of reference to Arbitration and the other provisions referring to Arbitration Board shall appropriately apply.

ARTICLE 34 - LABOUR/MANAGEMENT COMMITTEES

- 34.01 The Employer and the Alliance acknowledge and agree that:
- (a) All rights, privileges and obligations established under the Canada Labour Code Part II, in respect of Occupational Health and Safety shall form part of this Collective Agreement.
 - (b) Reasonable steps, procedures and techniques will be implemented to prevent and/or reduce the risk of workplace injury, and
 - (c) They shall endeavor to reduce or eliminate the impact of any decision which may adversely affect the security of employment or working conditions of the Employees.
- 34.02 In order to provide a process for discussion for those matters referred to in Article 34.01 above, the Alliance and the Employer agree to establish a joint committee comprised of two (2) appointees representing the Employer and three (3) appointees representing the Alliance, to meet at the request of either party and at a mutually agreeable time as often as is reasonably required but at least quarterly. Such meetings shall be held by teleconference or video conference unless the parties otherwise agree.
- 34.03 Ten (10) days prior to any meeting of the Joint Committee, the representatives of the Employer and the Alliance shall advise each other, in writing, of the matters they wish to place on the agenda for discussion.
- 34.04 Time spent by Employees attending such meetings shall not result in loss of regular pay.

ARTICLE 35 - INFORMATION TO THE ALLIANCE

35.01 At the request of the Alliance, the Employer shall, in writing, provide to the Alliance, the following information:

- (a) the last approved audited Financial Statement of the Employer, within thirty (30) days from the day the Employer receives the Statement.

ARTICLE 36 - COPIES OF AGREEMENT AND DISTRIBUTION

36.01 The Employer and the Alliance shall share the cost of printing this Agreement equally, provided the Alliance agrees with the cost and format of the Agreement. The Employer 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 37 - SEVERABILITY OF TERMS

37.01 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 shall remain in full force and effect.

ARTICLE 38 - TERM OF AGREEMENT

- 38.01 This Agreement shall become effective as of the date of ratification by the Employer and the Alliance and shall remain in effect until the *31st day of March, 2007*.
- 38.02 Six months prior to the termination of this Agreement, the parties shall commence negotiations of the renewal of this Agreement. Until such times, the terms and conditions of this Agreement shall continue in full force and effect.

SCHEDULE "A"

CIVILIAN SALARY & BENEFITS (Union Positions Only)

Area	Name	Mar/05 Rate Annual	Adjustments July 18/05	Signing Bonus	2006/07
					6% increase Apr/06
HQ	A/P Clerk (1)	36,000	37,800	350	40,068
	Quartermaster	40,980	43,029	350	45,611
	A/P Clerk (2)	30,000	32,000	350	33,920
	Pavroll Clerk	35,000	36,750	350	38,955
	IT	50,000	50,000	350	53,000
	Prop Manager	51,300	51,300	350	54,738
NE HO	CPIC Coord	35,901	37,696	350	39,958
	Mechanic	41,600	43,680	350	46,301
	PIRS & Data Clerk	25,935	30,500	350	32,330
	Receptionist	25,935	30,500	350	32,330
	Secretary	27,250	30,500	350	32,330
	Court Coord Assist	33,706	35,391	350	37,515
NW HQ	CPIC Coord	35,198	36,958	350	39,175
	Mechanic	35,363	37,131	350	39,359
	Court Coord Assist	33,706	35,391	350	37,515
	PIRS & Data Clerk	25,935	30,500	350	32,330
	Secretary	27,250	30,500	350	32,330
	Receptionist	28,410	30,500	350	32,330
	Firearms Admin	41,205	43,265	350	45,861
	Sandy Lake Rec – ½ time	12,740	13,377	175	14,180

SCHEDULE "B"

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 (8) years 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 sixteen (16) years of continuous service;
4. During the year the Employee completes twenty-four (24) years of continuous service, and each year thereafter, thirty (30) working days.

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


Signed at Thunder Bay, Ontario this 23rd day of March, 2006

**NISHNAWBE-ASKI POLICE
SERVICE BOARD (EMPLOYER)**

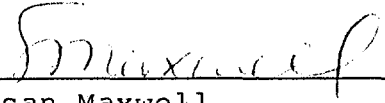
**PUBLIC SERVICE ALLIANCE
OF CANADA (UNION)**



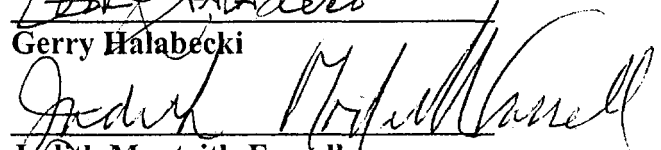
Paul Trivett



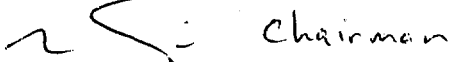
Gerry Halabecki



Susan Maxwell



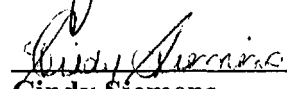
Judith Monteith-Farrell



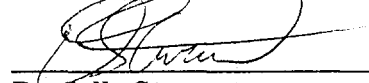
Chief Mike Metatawabin



Sandra Goodick



Cindy Siemens



Danielle Stewart



Abe Kakepetum

APPENDIX “C”
Letter of Understanding:#1

BETWEEN:

Nishnawbe-Aski Police Service Board

AND:

Public Service Alliance of Canada

Within ninety (90) days after the signing of the Collective Agreement, or unless otherwise agreed, the parties agree to convene a meeting of the Labour/Management Committee (Article 34) to commence a process for the implementation of an Employee Classification System to all positions within the Bargaining Unit. Should the parties be unable to complete this process ninety (90) days prior the expiry of this Collective Agreement, this process will be addressed by the parties during the negotiations for the subsequent Collective Agreement.

The Employer has advised the Alliance that two initiatives are to take place during the term of the Collective Agreement.

- (i) The development of a business plan; and
- (ii) A review of the Police Service.

The initiatives will be utilized in the next round of funding negotiations with Ontario and Canada, which will lead to a five year agreement.

The Labour/Management Committee will use its best efforts to coordinate its activities with the business plan and review initiatives as follows:

- (i) It will develop a communications plan to ensure employees are familiar with the process regarding the development of a new system of classification;
- (ii) It will obtain the necessary information required to develop the system (i.e. job description, questionnaires, organization charts, etc.);

- (iii) It will review Employee Classification Systems from other Police Services such as the RCMP, OPP, and other Aboriginal Police Services;
- (iv) It will choose a classification system to be applied;
- (v) Where required, the Alliance will provide technical assistance.

The Employer undertakes to ensure that the work product of the Committee is coordinated with that of the business plan, and review groups in order to avoid unnecessary duplication.

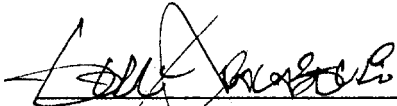
Signed at Thunder Bay, Ontario this 22nd day of March, 2006

**NISHNAWBE-ASKI POLICE
SERVICE BOARD (EMPLOYER)**

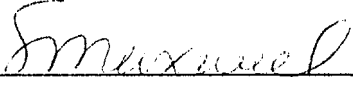
**PUBLIC SERVICE ALLIANCE
OF CANADA (UNION)**



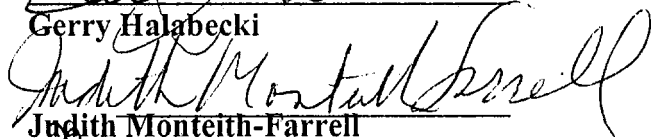
Paul Trivett



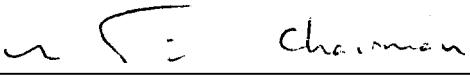
Gerry Halabecki



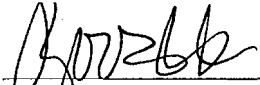
Susan Maxwell



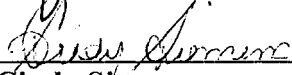
Judith Monteith-Farrell



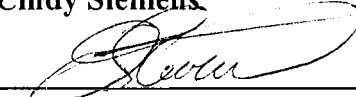
Chief Mike Metatawabin



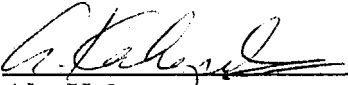
Sandra Goodick



Cindy Siemens



Danielle Stewart



Abe Kakepetum

APPENDIX "C"
Letter of Understanding #2

BETWEEN:

Nishnawbe-Aski Police Service Board

AND:

Public Service Alliance of Canada

New positions filled after the negotiations of this collective agreement are Transportation Coordinator and IT assistant. All terms and conditions in this collective agreement shall apply to these Employees. Pay rates for these positions are as follows.

Transportation Coordinator **\$35,000** per annum
IT Assistant **\$34,500** per annum

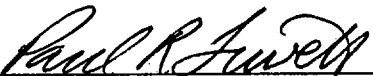
6% increase as of April /06
Transportation Coordinator **\$37,100**
IT Assistant **\$36,570**

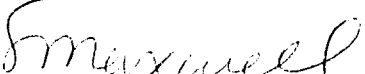
2% increase on their first year anniversary
Transportation Coordinator **\$37,842**
IT Assistant **\$37,301**

Signed at Thunder Bay, Ontario this 23rd day of March, 2006


**NISHNAWBE-ASKI POLICE
SERVICE BOARD (EMPLOYER)**

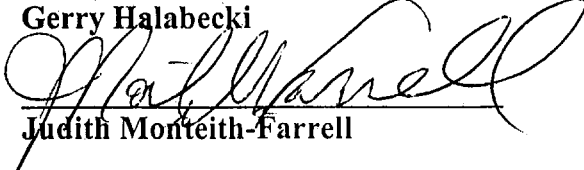
**PUBLIC SERVICE ALLIANCE
OF CANADA (UNION)**



Paul Trivett


Susan Maxwell



Gerry Halabecki


Judith Monteith-Farrell

 Chairman

57

Chief Mike Metatawabin



Sandra Goodick

Cindy Siemens

Danielle Stewart

Abe Kakepetum

61