

COLLECTIVE AGREEMENT

(Treaty Three Police Service Officers)

**This Collective Agreement entered into on
February 14th, 2008**

By and Between
The Police Services Board
of the
Treaty Three Police Service
(Hereinafter called the Employer)

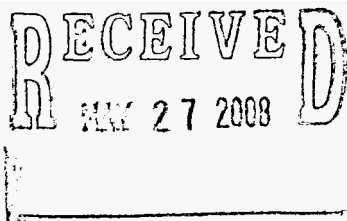


And

Public Service Alliance of Canada
(Hereinafter called the Alliance)



Public Service Alliance of Canada
Alliance de la Fonction publique du Canada



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COLLECTIVE AGREEMENT
(TREATY THREE POLICE SERVICE - OFFICERS)

This Collective Agreement entered into this __ 1st __ day of __ April 2008 __.

By and Between:

The Police Services Board of the Treaty Three Police Service
(Representing its member First Nation Territories, hereinafter called the
Employer),

Of the First Part

And

Public Service Alliance of Canada
(Hereinafter called the Alliance)

Of the Second Part

ARTICLE 1 Purpose of Agreement and Recognition

1.01 The purpose and scope of this Agreement is to maintain harmonious and mutually beneficial relationships between Treaty Three Police Service (the Employer) and the Employees, and the Alliance and to set certain terms and conditions of employment, and to ensure all reasonable measures are provided for the safety of the employees.

The parties to this Agreement share a desire to improve the quality of service to, and to promote the wellbeing of the communities served by Treaty Three Police Service.

1.02 The Employer recognizes the Alliance as the exclusive bargaining agent with respect to matters pursuant to all employees of the Treaty Three Police Service, save and except Inspectors, civilian employees, and those above the rank of Inspector.

Definitions

1.03 The term "Employees" whenever herein used shall mean only those employees coming within the bargaining unit as described above.

1.04 The term "Employer" whenever hereafter used shall mean the Police Services Board of the Treaty Three Police Service, or its designated representatives

1.05 Wherever applicable in the Agreement the singular shall include the plural.

1.06 "Chief" means the Chief of Police of the Treaty Three Police Service, or designate.

1.07 "Service" means the Treaty Three Police Service.

1.08 "Member" means any person who holds membership in the bargaining unit of the Public Service Alliance of Canada, the bargaining agent for the Employees.

1.09 "Seniority" means the total length of previous unbroken years of service as police officers with an accredited police service, plus the length of service from the hiring with the Employer, (service with the Employer including any period of approved absence, extended sick leave, or prolonged disability).

1.10 "Vacancy" means any unoccupied position in the bargaining unit,

1.11 "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. The nominee may be a member of the Alliance.

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 and/or the Canada Labour Code and the Canadian Human Rights Act.

- 1.13 “Grievor” means a member of the bargaining unit who has filed a grievance in accordance with the dispute resolution process set out in Article 43 of this Agreement
- 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 a newly hired employee, who is on probation for a period of 12 months of active duty. The Chief of Police may extend the Probationary period, in writing, where the employee has not received a police college certification, or if the probationary employee is not able to complete the active duties for reasons not related to performance, such as pregnancy or disability leaves.
- 1.16 “Short-term contract employee” means an officer with previous policing experience hired on an annual contract, subject to renewal. These employees are hired on a short-term basis to fill a specific need. (The Parties acknowledge and agree that as of October 2007, the Employer has two (2) such employees, and all reasonable efforts shall be made to limit the number of such employees.)

ARTICLE 2 Management Rights

- 2.01 The Alliance recognizes that, subject to the provisions of the Treaty Three Police Service Agreement, the Treaty Three Police Service Code of Conduct, S. 54 of the Police Services Act of Ontario, the Canada Labour Code, and the Canadian Human Rights Act, it is the exclusive function of the Employer to maintain order, discipline, and efficiency of the employees, in accordance with the usual powers of a police employer. This includes the exclusive function of the Employer to hire, retire, promote, lay off, recall, transfer, and classify. The Alliance and the members respect the right of the Chief of Police and other senior officers to issue and require compliance with lawful orders consistent with the practice of reasonable police services.
- 2.02 The Alliance recognizes the right of the Employer to implement and enforce reasonable policies, including the Treaty Three Police Service Code of Conduct, as reasonably modified from time to time.
- 2.03 The parties agree that adequate and effective police protection to the Treaty Three First Nations is an essential service. The parties agree that any interruption of the delivery of this essential service could result in extreme danger to lives and property of community members. The parties agree that at no time during the currency of this Collective Agreement or after its expiry will either party participate in a strike, partial or complete withdrawal of services, or lockout. The parties agree that all disputes about the renewal, extension, or re-negotiation of this Agreement shall not be resolved by any intemtion in service, but by respectful discussion, conciliation, mediation, or ultimately by binding arbitration by a mutually acceptable arbitrator.

2.04 Without limiting the generality of the foregoing, it is agreed as follows:

(a) The Employer agrees that no employee who has passed probation will be disciplined or discharged without just cause, and that it will exercise its functions outlined in Article 2.01 in a fair and reasonable manner and without discrimination, consistent with this Agreement, the Treaty Three Police Service Code of Conduct, S. 54 of the **Police Services Act** of Ontario, the **Canada Labour Code** and the **Canadian Human Rights Act**.

(b) The Employer may require a Duty Report respecting the activities of any employee while acting in the execution of his/her duties, or in response to any Public or Internal Complaint. The Report may be used for the purpose of counseling or discipline, but is for the internal purposes of the Employer Police Service. The Report shall be submitted in a timely manner, within ten (10) working days of a written request for same and shall be written in the first person.

(c) The Alliance recognizes that the Oath of its members as Sworn Peace Officers, the Oath of Confidentiality, and the Treaty Three Police Service Code of Conduct require the performance of the Officers' duties with the highest degree of integrity.

(d) The Alliance acknowledges and agrees that the telephone system of the Employer, is solely for the private and confidential business use of the Employer, and that the communications thereon are monitored periodically. Subject to Articles 24.03 and 24.04, the telephone system is not to be used for the Employees' personal purposes, save for necessary and brief family communications.

The Alliance acknowledges and agrees that the fax, computer, internet, and e-mail systems of the Employer, are solely for the private and confidential business use of the Employer, and that the communications thereon are monitored periodically.

(e) While the Employer will permit the placing of a bulletin board in each worksite to post reasonable announcements of Alliance activities, Alliance business is not to be conducted during working hours or while on duty, nor at the worksite, without the express permission of the Employer. This clause does not prohibit the activities of Alliance representatives in representing members in meetings with the Employer arising from the administration of this collective agreement.

(f) The Alliance acknowledges and agrees that where a probationary employee fails to meet the requirements of the position during the probationary period, or otherwise is unsatisfactory, he/she may be released from employment by the Chief of police, in the Chiefs sole discretion, without the necessity of demonstrating "just cause" for termination during the probationary period.

(g) The Employer reserves the right to:

(i) contract for the provision of services with private organizations, from time to time;

- (ii) Restructure, from time to time, the police service to accord with available funding; and
- (iii) Unilaterally change hours of work where required for budgetary reasons.

ARTICLE 3 Alliance Membership

- 3.01 As a condition of employment, every employee shall become a member of the Alliance and shall remain a member in good standing, as determined by the Alliance, and shall authorize the release of personal contact information to the Alliance. This section is subject to the ***Canadian Human Rights Act***.
- 3.02 The Employer agrees to deduct an amount equal to Alliance dues from the regular pay of each employee and within one week after making each such deduction, pay the sum so deducted to the Alliance.
- 3.03 When remitting such dues and other amounts the Employer shall provide the Alliance 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 Employer.
- 3.04 There shall be no discrimination practiced by reason of membership or activity in the Alliance by the Employer, any employee, or the Alliance.
- 3.05 The Alliance shall save harmless the Employer from any and all claims which may be made against the Employer arising from, on in any way related to deductions made from the pay of an employee directed or authorized by the Alliance.

ARTICLE 4 Harassment

- 4.01 All employees have a right to freedom from harassment in the workplace because of race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, family status, disability, or conviction for which a pardon has been granted, by the Employer, by the Alliance, or by another employee.

ARTICLE 5 Salaries and Wages

- 5.01 The Employer shall pay each employee the salary and wages set out in Schedule "A" annexed hereto and forming part of this Agreement. The parties agree that the salaries and wages herein are subject to a re-opening for the period after April 1st 2008, in the event that the funding governments (Ontario and Canada) do not commit to payment of salaries at the level herein agreed, after that date. If the salary levels have not been confirmed by April 1st 2008, the parties agree that the salaries for the balance of this contract (i.e., April 1/08 to Dec 31/08) shall revert forthwith to the annual, bi-weekly and hourly rates paid pursuant to the salary grid

in effect in the year 2007, prior to the ratification of this agreement, until amended by further negotiations.

- 5.02 The Employer shall provide each employee with an itemized statement of the salary, rate of pay, overtime and other supplementary pay and deductions for each pay period.
- 5.03 Every three months, the Employer shall provide to each employee an itemized list showing the balances remaining in each of such employee's accumulated banks. Such banks shall include, but not be limited to the employee's statutory holiday bank, vacation bank, sick bank and lieu time bank.
- 5.04 The Employer will ensure the employee's salary and wages is deposited in the employee's bank account not later than 0700 hours on each payday.
- 5.05 The Employer shall not make any deductions from an employee's salary and wages unless authorized by statute, court order, arbitration, this Agreement, or the employee.
- 5.06 (a) Where because of a disciplinary 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 that position.
- (b) Where an employee is assigned by the Chief of Police to a lower paying job other than for disciplinary reasons as set out in (a) above, the rate of pay to be paid to such employee shall not be reduced.

ARTICLE 6 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 one (1) hour for any shift up to and including an eleven (**11**) hour shift and one and one-quarter ($1\frac{1}{4}$) hour per twelve (12) hour shift for meal period. This agreement allows for a modified work schedule **so** as to exceed the standard hours of work in a day or week, if the average hours of work for a period of two or more weeks does not exceed forty hours **a** week.
- 6.02 The hours of work shall be divided into shifts of not more than twelve (12) consecutive hours per shift. Shift schedules shall be agreed upon by the Employer and the employees and may be eight (**8**), ten (10), eleven (11) or twelve (**12**) hour shifts of the same in any forty (**40**) hour work period.
- 6.03 No split shifts shall be worked.
- 6.04 An employee's shift shall include reporting time.
- 6.05 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.

6.06 (a) An employee shall be entitled to a minimum of ten **(10)** 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 is scheduled or rescheduled to work a shift which does not allow for the minimum time off period, and the employee works such shift, the employee shall receive overtime premiums for the hours worked up to the minimum off time in accordance with the overtime provisions of this Agreement.

(c) Overtime worked shall not determine the minimum off duty period.

6.07 An employee shall, in every normal work-week, have a minimum of two **(2)** consecutive days off.

6.08 The Chief of Police or his designate shall use their best efforts to rotate days off so that such employee working a rotating shift schedule receives an equal number of weekends off during the calendar year.

6.09 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.

6.10 (a) An employee shall be assigned a paid one **(1)** hour or one and one quarter **(1 ¼)** hour, depending on the shift worked, lunch period. When the operational requirements of the Employer 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 for their 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.

6.11 An employee shall be entitled to a fifteen **(15)** minute break in each half of their shift providing that such break does not interfere with the operational requirements of the Employer.

6.12 An employee who is granted permission to be excused from duty in accordance with the lieu time provisions of this Agreement, after having completed four **(4)** hours of duty, shall be credited with straight time for the lunch period not taken.

6.13 Shift schedules shall be posted six **(6)** weeks in advance for all Sub-Divisions.

6.14 (a) An employee shall be given a minimum of six **(6)** days personal notice preceding any change in a regularly scheduled shift.

(b) The Employer shall use its best efforts to minimize changes in regularly

scheduled shifts with less than six **(6)** days notice.

(c) When an employee is required to work with less than six **(6)** days notice, he/she shall be compensated in accordance with article 8 for the shifts worked with less than six **(6)** days notice.

6.15 No premium or overtime pay is payable under Article 8 if the changed shift is worked by mutual agreement between the employee and his/her supervisor.

6.16 The Employer agrees to discuss any major long-term change to the shift schedule with the Alliance before implementing the change.

ARTICLE 7 Shift Premiums

7.01 An employee shall receive a premium as follows:

- (a) During an evening shift from 19:00 hours to 07:00 hours, \$.80 (80 cents) an hour for every hour worked in that time.
- (b) Employees who work a day shift and they are required to work overtime shall not receive a shift premium in addition to overtime pay.

Article 8 Overtime and Lieu Time

8.01 For the purpose of this Article:

(a) "Overtime" means period of work computed to the nearest half hour and,

- (i) performed on a scheduled working day in addition to the scheduled working period and consisting of at least one half (1/2) hour; 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) An employee shall seek approval from a supervisor, wherever practical, for overtime exceeding one (1) hour.

8.02 Necessary continuing duty worked in conjunction with a regular shift shall be computed at one and one-half (1 ½) times each hour worked.

8.03 A member submitting an overtime claim shall make the time and one-half computation before entering the hours for overtime payment.

8.04 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.

8.05 No adjustment of overtime to the nearest half (1/2) hour shall be made after the overtime has been multiplied by one and one-half (1 ½).

8.06 Where an officer requests vacation time during a period when the officer is scheduled to attend court, 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 for the court day(s) shall be denied. Should the officer nevertheless choose to take a block of vacation that includes the previously-scheduled court day(s), no premium or call back pay shall be payable in respect of the court attendance, notwithstanding Article 1 §03

8.07 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), shall be paid for each such call back the greater of:

- (a) one and one-half (1 ½) times the hourly rate of pay for each hour or part thereof,

Or

(b) four **(4)** hours calculated at straight time.

8.08 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 8.07, 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 8.10, as the case may be.

8.09 If a consecutive four **(4)** hour time period has lapsed since making an overtime claim in accordance with section 8.08 an additional minimum claim of four **(4)** hours shall be allowed.

8.10 An employee called back to duty during days off shall be paid the greater of:

(a) One and one-half (1 ½) times the hourly rate of pay for each hour or portion thereof,

Or

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

8.11 There shall be no pyramiding of overtime or premium pay.

8.12 (a) Upon the signing of this Agreement, the Employer agrees to pay out to each Employee all accumulated banked overtime.

(b) The Employer and the Alliance agree that overtime will no longer be accumulated and banked.

(c) All overtime shall be paid to the Employee on the second pay period of the month subsequent to the earning of the overtime.

(d) Overtime claims will be submitted forthwith on the employee's Daily Activity Report (DAR) and each claim will be authorized by the employee's supervisor.

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

ARTICLE 9 Standby

Definition

9.01 For the purpose of this Article, standby is a period of time during extraordinary circumstances 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 Treaty Three Police Service Inc., from which the member will be ready to proceed to the work location immediately upon receipt of instructions.

General

9.02 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, or his/her designate

9.03 An order given to stand by will specify the times the standby 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 standby periods.

9.04 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.

9.05 When a member is required to report for a normally scheduled work period following a period of standby, and is again required to stand by at the end of the work period, a subsequent order to stand by shall be given.

9.06 When a member is called to duty from a standby and completes this duty prior to the conclusion of the designated standby period, the member shall return to a standby condition until the conclusion of the designated standby period.

9.07 When an Employee is required to be on standby, he/she is entitled to be paid at the hourly rate of salary for one-third of the standby time, but where such standby 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 Call Back

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

(a) one and one half (1½) times the employee's regular hourly rate of pay for each hour or part thereof worked; or

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

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

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

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

OR

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

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

ARTICLE 11 Court Time

11.01 For the purposes of this section:

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

"Sitting of the Court" 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, 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.

No Employee shall receive payment for time involved in attending (as a party, witness, or any other capacity) at any personal or private civil, administrative, criminal, or quasi-criminal litigation or hearing unconnected to the performance of his/her duties.

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

(a) One and one half (1 ½) times the hourly rate of pay for each hour or part thereof,

Or

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

11.03 An employee who is required to attend a sitting of the court during annual vacation shall be paid at the rate of two and one-half (2 ½) times the employee's regular hourly rate with a minimum payment of sixteen (16) hours. In addition, the employee shall be granted a compensating day off for each day attended at court during such annual vacation.

11.04 All witness fees recovered by the employee for attendance in court shall be turned over to the Service.

11.05 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.

11.06 An employee who is directed or subpoenaed to attend court shall be given a minimum of ten (10) hours off between the end of their shift and the commencement of court.

ARTICLE 12 Out of Town Assignments

12.01 Where an employee is required to carry out an assignment outside the employee's regularly scheduled patrol zone, the employee shall be paid;

(a) In accordance with the Salary and Wages, hours of Work, Overtime, and Court Time provisions of this Agreement for the time the employee is actually performing the duties of such assignment;

(b) At the regular rate of pay or overtime as specified in this Agreement for the traveling time to and from the place of assignment;

(c) Twelve dollars (\$12.00) for breakfast when the shift commences outside the employee's regularly scheduled patrol zone during the employee's breakfast period;

(d) Thirteen dollars (\$13.00) for lunch when the employee is away from the employee's detachment area during the employee's lunch period;

(e) Twenty five dollars (\$25.00) for dinner when the employee is away from the employee's detachment area during the employee's dinner period;

(9) A sum equal to the amount actually paid by the employee for accommodation when the employee is required by the employee's duties or under direction of the employee's supervisor to be outside the detachment area;

(g) Forty cents (\$0.40) per kilometre if the employee agrees, pursuant to Article 12.02, to use and does use the employee's own vehicle

12.02 Subject to this Article, the mode of travel shall be determined by the Chief or the Chiefs representative. An employee shall not be required to use the employee's own vehicle without the employee's consent and authorization from the Chief of Police.

12.03 When an employee is required to travel by public transportation, all costs for such transportation shall be paid by the Employer.

12.04 Where an employee is required to travel more than four (4) hours outside of his or her scheduled work hours to attend training sessions, educational courses, workshops or programs, the employee shall receive one (1) day in lieu for each four (4) hours of travel (one at either end of the course, training session, program or workshop) plus the associated expenses therewith in addition to any costs and expenses paid to or on behalf of the employee while in attendance at such course, workshop, program or training session.

12.05 When an employee travels, all travel time and distances, when escorting a person in custody or otherwise, shall be in strict accordance with this Agreement and the Health and Safety Sections of the **Canada Labour Code**.

12.6 When an employee is required to travel as part of his duty or training and is required to by virtue of that duty to remain away from his or her patrol district, he or she shall receive lodging at a place at least equal to a place of lodging that the Administrative Staff would receive for the length of time the employee is required by virtue of his or her duty to remain away from their patrol district.

12.07 The Employer shall use its best efforts to ensure that no employee shall be required to room with another employee in any room so reserved for that employee, by the Police Service, for the purpose of lodging for out of town assignments, training, or any duty that requires the employee to be away from his or her patrol district.

ARTICLE 13 Service Pay and Qualification Badges

- 13.01 Each employee shall be granted a Service Bar for each five (5) years of employment. After receipt of the Service Bar, each employee shall be paid one hundred and twenty dollars (\$120.00) for each such Service Bar the employee has been granted, on the first pay date in December of each calendar year. (For avoidance of doubt, \$240.00 annually for two Service Bars, \$360.00 annually for 3 etc.).
- 13.02 Previous employment with an accredited police service will be recognized for service pay.

ARTICLE 14 Recruit (Probationary) Constables

- 14.01 Newly hired Recruit Constables shall be:
- (a) required to take the Oath of Confidentiality, and Oath of Office;
 - (b) provided with a copy of the Code of Conduct, Conflict of Interest Guidelines, and Operational and Administrative Directives;
 - (c) required to maintain his or her primary residence at a location from which he or she can respond to a call back within two hours;
 - (d) required to ensure that telephone service is ordinarily available at his or her residence so that he or she may be contacted for call back purposes;
 - (e) required to attend and participate in all training programs as instructed by the Chief of Police or his/her designate;
 - (f) required to attend and successfully complete the Basic Constable Training Program-Level II of the Ontario Police College when directed by the Chief of Police;
 - (g) required to repay the costs of training and travel costs for the Basic Constable Training at the Ontario Police College should the officer voluntarily leave the employ of the Treaty 3 Police Service to accept employment with another police service during the first year of employment after completion of the probationary period;
 - (h) provided with written evaluations that identify strengths and areas for improvement, after the third, sixth, and tenth month of employment during their probationary period;
 - (i) confirmed as a regular employee upon successful completion of the probationary period, and recommendation of the Chief of Police;
 - (j) required to return all equipment and property of the Employer upon termination of employment for any reason during the Probationary period.

ARTICLE 15 Promotion, Transfer, and Job Postings

- 15.01 Where a vacancy occurs, or when a new position is created, notice of that position shall be posted for the promotion or new position to be filled and the position shall be awarded within fifteen (15) days following the deadline for applications, to the most suitable applicant with the best combination of the factors of present skill and ability, qualifications and training. The parties agree that in assessing the applicants on the aforesaid factors, the employer may take into account the applicant's knowledge and awareness of the Treaty 3 communities, and aboriginal culture, language and traditions. However, if the aforesaid factors are relatively equal, the promotion, or new position shall be granted to the candidate with most seniority, provided;
- (a) The applicant has passed any qualification examination required for the position, and,
 - (b) The applicant is able to do the job.
 - (c) All unsuccessful applicants shall be entitled to written reasons as to why they were unsuccessful, and shall be provided with suggestions to assist the applicant to become qualified for promotion.
- 15.02 Article 15.01 does not apply to specialized units, including the Emergency Response Team (ERT), Incident Commander, or the Criminal Investigation Unit.
- 15.03 A position that is filled on a temporary assignment of one or more employees to the position for more than six (6) months shall be posted and filled in accordance with this Article unless, prior to the expiry of the six (6) month period of temporary assignment, the Employer informs the Alliance, in writing, of the date the incumbent to the position shall return to active duty, which date shall not be more than six (6) months from the date of the written notice.
- 15.04 Where an employee is transferred from one Sub-Division to another, the Employer shall provide the employee the following, but not limited to:
- (a) three (3) additional days off for purpose of seeking housing in the employees newly assigned Sub-Division
 - (b) If applicable, three (3) additional days off for the purpose of selling or placing the employees existing property on the housing market
 - (c) If applicable, three nights lodging at a Hotel for the purpose of assisting the employee in seeking new housing in their newly assigned Sub-Division
- 15.05 Nothing in this article restricts the right of the Employer to transfer personnel necessary to ensure that all communities served by the Treaty Three Police Service receive an adequate level of police service.

ARTICLE 16 Acting Rank or Position/Acting Pay

- 16.01 The Chief of Police may designate an employee to perform the full duties of another position in an acting capacity. If such designation continues for more than forty (40) working hours, the person **so** designated shall be paid as if assigned to the first salary level of the position and the payment shall be retroactive to the first day of such designation.
- 16.02 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.
- 16.03 Temporary assignments to a higher rank or position shall be assigned to employees on the basis of seniority, providing the employee meets the required criterion for the higher position or rank.
- 16.04 An employee who has performed the full duties of such designated position in an acting capacity for a period of at least eighteen (18) months shall receive one month's notice before being reverted to the former position, and failing such notice, the acting salary will be continued for one month after the employee reverts to the former position.

ARTICLE 17 Plainclothes Clothing Reimbursement

- 17.01 An employee who is required to provide and wear ordinary clothing **as** part of regular duties, shall be reimbursed by the Employer for expenses incurred in the purchase and cleaning of such clothing, upon presentation of the necessary receipts. Such reimbursements shall be in an amount not to exceed one thousand, two hundred dollars (\$1,200.00) annually. The employee must work on duties in regular clothes for not less than twenty (20) working days to receive a clothing reimbursement, which may be prorated for the days worked.
- 17.02 Each employee entitled to the expenses under Article 17.01 shall submit a claim once annually in January for the preceding year to be reimbursed not later than the month of February, next following.

ARTICLE 18 Special Duty

- 18.01 (a) "Special Duty" is duty performed by an employee apart from their regular duties, at the request of and paid for by individuals, corporations, or other organizations, and sanctioned by the Chief of Police or the Chiefs designate.
- (b) Special Duty shall be voluntary and shall be distributed **as** fairly and equitably as possible among those employees willing to undertake such duties.
- (c) While engaged in authorized Special Duty, an employee shall be deemed to be in the employment of the Treaty Three Police Service.

ARTICLE 19 Clothing and Equipment

- 19.01 Clothing and Equipment as detailed in Schedule "B", annexed hereto and forming part of this Agreement, shall be issued to each uniformed employee at intervals no longer than those specified in Schedule "B", or sooner if required by wear, tear, or damage.
- 19.02 The Employer shall pay for personal items requiring repair or replacement, including, but not limited to, dentures, eyeglasses and watches, if damaged while the employee is carrying out police duties
- 19.03 The Employer and the Alliance shall each nominate an equal number of persons to form a Clothing and Equipment Committee. The Committee shall meet at least two times a year or as reasonably required by either party to consider the design, style quality, and standard of any item of clothing, boots, or equipment. Minutes of each meeting shall be kept and posted by the Employer on the bulletin board at each Detachment. Meetings may be attended by telephone or videoconference.
- 19.04 All employees shall be issued with body armour that meets or exceeds the standard of body armour issued to members of Ontario Police agencies. It shall be tailored for each individual employee, be replaced every five 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.
- 19.05 An employee shall be exempt from wearing body armour for a medical condition verified by a licensed physician's written authorization.

ARTICLE 20 Cleaning Allowance

- 20.01 The Employer shall pay for the cleaning of patrol jackets, winter parkas, dress uniforms, and raincoats twice a year upon receipt of an expense claim F-03 with attached receipts.

ARTICLE 21 Two Officer Patrols and Prisoner Escorts

- 21.01 It is the Treaty Three Police Service policy that two member patrol cars be implemented for specific duties. In an emergency situation requiring immediate response, one member may be assigned and a back up unit dispatched **as soon as it is practicable**.
- 21.02 Two members shall be assigned to respond to any of the following incidents:
- (i) a disturbance at a public gathering or licensed premise;
 - (ii) an occurrence involving the use of an offensive weapon, including the display or threatened use of;
 - (iii) a domestic confrontation; or
 - (iv) a crime in progress.

- 21.03 This is not to be interpreted as preventing a member who received a report of an occurrence from taking action prior to the arrival of assistance.
- 21.04 Where a detachment provides a patrol during any period of time between 2200 hours and 0600 hours, the supervisor shall, where practicable, schedule two-member patrol cars. This discretion in the use of a two-member patrol car shall rest with the supervisor with respect to other situations and shall be exercised having full regard to the health and safety requirements outlined in the Occupational Health and Safety provisions of the **Canada Labour Code**.
- 21.05 This discretion in the use of a two-member patrol car upon escort of a prisoner shall rest with the supervisor with respect to other situations and shall be exercised having full regard to the health and safety requirements outlined in the Occupational Health and Safety provisions of the **Canada Labour Code**.

ARTICLE 22 Police Training Allowance

- 22.01 The Employee is required to attend and successfully complete the Basic Constable Training Program of the Ontario Police College when directed by the Chief of Police or designate.
- 22.02 It is expressly understood and agreed between the employer and employee that the Employer is entitled to repayment of training and travel costs for 22.01 supra, should the Employee voluntarily cease his/her employment with the Treaty Three Police Service. Within two years of employment, fifty (50%) percent of these costs are forgiven, and after three years, one hundred (100%) percent of costs are forgiven
- 22.03 An employee directed to attend a course, seminar, or related activity at the Canadian Police College, the Ontario Police College, or any other designated location for the purpose of instruction or training, shall be entitled to regular salary and wages, and shall be granted an allowance for expenses of fifty dollars (\$50.00) per week for a training course consisting of five (5) consecutive days or more.
- 22.4 All other expenses for books, tuition, accommodation, meals, and equipment shall be paid by the Employer.

ARTICLE 23 Legal Indemnification

- 23.01 **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 ACE INA Insurance Company under Commercial General Liability Policy No. NPL6436280. The Employer will provide each employee with a summary of the legal indemnification contained in the contract of insurance.
- 23.02 In addition to the foregoing, where an employee has been charged with an offence under any Federal and Provincial Statute 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 may 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.

23.03 The Alliance 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 24 Alliance Meetings, Conventions, Seminars and Notices

- 24.01 Subject to the provisions of this Article, an employee may request from the Chief of Police, unpaid leave to attend Alliance meetings, hearing, or other Alliance business. The Chief of Police shall grant such leave if is in compliance with this Article and does not interfere with the effective and efficient operational requirements of the Sub-Division.
- 24.02 Applications for leave shall be from the Alliance, in writing, and/or communicated by e-mail to the Chief of Police and shall provide the Chief of Police three (3) weeks notice of the request and shall identify the employee's name.
- 24.03 Employees shall not use the Employer's vehicles, equipment, uniforms, or supplies without the permission of the Chief of Police in relation to attending Alliance meetings, hearings or other Alliance business, except for limited, communication by a fax and/or telephone.
- 24.04 Employees may utilize the Employer's fax or telephone to have confidential access to representation by the Alliance.
- 24.04 Employees shall be entitled to receive leave under the Article without pay unless otherwise stipulated herein or elsewhere in this Collective Agreement.
- 24.05 The total amount of leave in each Sub-Division during a calendar year shall not exceed thirty (30) person days (8hour shifts).
- 24.06 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 they will not interfere with the effective and efficient operations of the Sub-Division and such leave shall not be unreasonably withheld by the Employer.
- 24.07 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 one (1) day (8 hour shift) for each such employee with pay.

- 24.08 The Alliance shall have the right to post Alliance notices in each building occupied by the Employer in locations therein satisfactory to the Chief of Police, and accessible to the employees.
- 24.09 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 employees on the Bargaining Committee of the Alliance for meetings to negotiate the renewal of the Collective Agreement.
- 24.10 The Chief of Police will allow an employee to attend Alliance 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.
- 24.11 The Employer shall provide to each new employee (within thirty (30) days of the employee's date of hire) a copy of the Collective Agreement in force at that time. The Employer shall allow all new Employees the opportunity to meet with an Alliance Representative after the date of their hire. This meeting may occur on treaty Three Police Service properties and shall occur during working hours, but shall not exceed thirty (30) Minutes in length. During the meeting, The Alliance shall obtain a Consent to Disclosure of Information Form from the new Employee, and shall provide a copy of the Consent to the Employer.
- 24.12 Subject to the provisions of this Article, the Employer agrees to supply the Alliance, quarterly, with the names, addresses, and classification of each new Employee, and the Employer will, as a condition of employment, deduct an amount equal to the monthly memberships 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.

24.13 The Alliance shall inform the Employer, in writing, of the authorized monthly deductions to be checked off for each Employee. For the purpose of applying deductions from pay for each Employee, in respect of each calendar month, the deductions will start from the first full calendar month of employment, to the extent that earnings are available. The amounts deducted shall be remitted to the Comptroller of the Alliance, Alliance building, 233 Gilmour Street Ottawa 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 25 Vacations

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

25.02 For the purposes of this Article the following applies:

- (a) "one sixth rule" – vacation leave shall be granted so that not more than one sixth of the members of a Detachment are absent at one time;
- (b) Detachments affected by this Article are as follows:
 - Wabaseemoong Detachment
 - Grassy Narrows Detachment
 - Kenora East Detachment
 - Kenora Sub-Division
 - Couchiching Sub-Division
 - Treaty Three Police Service Crime Unit

25.03 A Vacation Request schedule shall be posted each year in each Detachment and Sub-Division, no later than February 15. In accordance with the Employer's policy each Sub Division Commander shall prepare a Vacation Leave Schedule prior to April 01 and post it in the general office. A completed Vacation Leave Schedule shall be forwarded to the Treaty Three Police Service Headquarters prior to April 15 of each year.

25.04 Priority for vacation selection shall be taken by employees in each rank within a Sub-Division in order of seniority with the Service. The priority for the senior officer shall be limited to selection of the first preferred week, and selection of the next weeks shall be granted to the balance of the officers in rotating order of seniority, until all officers have selected one week. Thereafter, further rounds of selection, with priority in order of seniority, shall occur, until all vacation priorities have been identified. If any vacation has not been chosen by individual Employees, the Chief of Police has the right to assign vacation to those Employees.

- 25.05 The Employer agrees that up to two days off immediately prior to and following a vacation block (36 consecutive hours or more) shall be considered as vacation time for the purposes of call back duty or court, it being understood that the scheduled days being taken as vacation begin immediately following the days off, and the days off, following a vacation block (36 consecutive hours or more) begin immediately after the scheduled days of taken as vacation.
- 25.06 For the purposes of Vacation, members shall be provided recognition for previous unbroken years of service as police officers employed by an accredited police service.
- 25.07 An employee shall be entitled to not less than forty-eight **(48)** hours vacation during the months of June, July, and August.
- 25.08 Where an employee is unable to reduce the vacation accumulation before the end of the year because of:
- (i) sickness,
 - (ii) total disability,
 - (iii) an injury resulting in an award under the ***Workplace Safety and Insurance Act***, and/or
 - (iv) an extraordinary requirement of the Employer,

the Chief of Police may extend the time limit as stipulated in Article 25.09.

In the case of extended disability exceeding one year, the chief may place the employee on vacation at a time of the Chiefs choosing.

- 25.09 An employee may accumulate vacation to a maximum of twice the employee's annual credits but shall be required to reduce this accumulation to a maximum of one (1) years' credits by December 31st of each year.
- 25.10 A request in writing for carry over of excess leave must be made prior to 31 December of each year. If an employee fails or refuses to apply for a period of vacation, the Chief may assign vacation to that employee.
- 25.11 Vacation credits do not accumulate during any month in which an employee is absent from duty for the entire month for any reason other than vacation leave-of-absence, maternity/parental leave, disability or WSIB absences, or other approved leave-of-absence with pay.
- 25.12 (a) An employee who leaves the Service after serving more than a month but less than six **(6)** months shall receive vacation pay at the rate of four percent **(4%)** of salary paid to the employee during this period.
- (b) When an employee separates from the Treaty Three Police Service prior to the end of the vacation year, vacation entitlement will be reduced, ***pro rata***, by the number of whole months remaining in the vacation year.
- (c) When an employee separates from the Treaty Three Police Service with a

deficit of vacation credits, the value of this deficit will be deducted from any monies owing to the employee.

ARTICLE 26 Statutory Holidays

- 26.01 Each employee shall be entitled to twelve (12) days off in lieu of the following holidays (deemed for this agreement to be statutory holidays) in each calendar year of the term of this Agreement: New Year's Day, Good Friday, Easter Monday, Victoria Day, Aboriginal Solidarity Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day.
- 26.02 Each member shall be credited with ninety-six (96) hours in lieu of the twelve (12) Statutory Holidays contained in section 27.01. Such hours shall be credited to each member's statutory holiday bank on January 1st of each calendar year.
- 26.03 If a member works a scheduled shift on a statutory holiday, the member's statutory holiday bank shall be credited with an additional four (4) hours for working an eight (8) hour shift, or with an additional four and one-half (4 ½) hours for working a nine (9) hour shift, or with an additional five (5) hours for working a ten (10) hour shift, or with an additional five and one-half (5 ½) hours for working an eleven (11) hour shift, or with an additional six (6) hours for working a twelve (12) hour shift.
- 26.04 When an employee is required to work overtime on a shift beginning or ending on a Statutory Holiday the overtime shall be calculated at two (2) times the regular rate of pay.
- 26.05 A separate shift schedule may be used to cover the Christmas/New Year holiday period in which members are scheduled to take seven (7) consecutive days off, comprised of four (4) rest days and three (3) statutory holidays. Under this separate shift schedule, members will be required to remove the corresponding number of hours from their statutory holiday bank (e.g. twenty-four (24), thirty (30), thirty-three (33), thirty-six (36)).

Except with mutual agreement of a member and their supervisor, the separate shift schedule covering this holiday period shall be rotated annually to ensure that members receiving the Christmas Day and Boxing Day of period off in one (1) year, will receive the New Years Day period off the subsequent year.

Members of a workplace may decide in a majority decision to remain on their regular shift rotation. When this occurs members will not be required to take days off during the holiday period other than regular scheduled rest days, if they deduct twenty-four (24) or more hours from their statutory holiday bank during the calendar year that leads up to that holiday period.

- 26.06 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.
- 26.07 Employees normally working in an administrative position, resulting in their absence on a day that statutory holiday falls, shall be deemed to have taken that holiday, and their statutory holiday bank shall be reduced by an amount equal to hours normally worked in a shift and no further compensation shall be granted.

ARTICLE 27 Maternity and Parental Leave

- 27.01 The Employer agrees to abide by the terms of the *Canada Labour Code* as amended from time to time for maternity or parental leave, except as enhanced below.
- 27.02 Employees entitled to periods of time off related to maternity leave and/or parental leave including an employee who becomes legally responsible for the care of a newborn and/or newly adopted child shall be entitled to the benefits provided in Article 37 and the Employer shall continue to make the pension contributions set out in Article 37 provided the employee makes his or her pension contributions. The employee shall continue to accumulate seniority, benefits pursuant to Article 37, vacation entitlements and statutory holiday credits in accordance with governing legislation during the leave. In the event the employee extends his or her leave beyond that prescribed by governing legislation, he or she shall become responsible for full payment of benefits including pension contributions.
- 27.03 A male employee may be granted one (1) day paid leave for needs directly related to the birth of his child.
- 27.04 Employees returning from maternity and/or parental leave of absence shall be reinstated to their former position at the same location or shall be placed in a comparable position at the same wages and benefits that the employee would have been entitled to in his/her former position at the time of return to work.
- 27.05 During maternity and/or parental leave, where an employee is in receipt of Employment Insurance Benefits, the Employer shall pay the employee the rate equivalent to the difference between the Employment Insurance benefits the employee receives and eighty percent (80%) of the employee's regular rate of pay. (Note: This section is retroactive to January 1st 2006)
- 27.06 Employees must provide proof of application for and receipt of Employment Insurance Benefits.
- 27.07 Any employee who has become the natural parent or legally adoptive parent of a child who applies for Employment Insurance Benefits, shall receive from the Employer one hundred percent (100%) of their regular rate of pay for the two-week waiting period for receipt of Employment Insurance benefits.
- 27.08 Employees may increase their receipt of benefits in this Article to one hundred percent (100%) of their regular rate of pay by using some or all of their accumulated and earned overtime, lieu time and/or vacation time.

ARTICLE 28 Sick Time

- 28.01 Each employee shall receive 64 hours Sick Leave (8 days) per calendar year. The Employer agrees any unused Sick Leave credits a member has not exhausted, to a maximum of eight (8) days will be paid on the first pay period of December per calendar year.
- 28.02 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 Safety and Insurance Act*.
- 28.03 An employee who is unable to report for duty by reason of illness or injury shall cause the employee's Subdivision Supervisor to be notified before the shift, and as soon as reasonably practicable.
- 28.04 Upon termination of an employee's employment, for whatever reason, any unused sick leave credits shall be forfeited.
- 28.05 When an employee is directed to provide the Employer with a certificate of proof of illness from a certified medical practitioner, the Employer shall reimburse the employee for the costs of such certificate and for any mileage the employee is required to travel for the purpose of obtaining such certificate.
- 28.06 Any sick time call ins shall be applied to the employees sick time credit bank.
- 28.07 While on sick leave or Workplace Safety and Insurance leave, it is the employee's responsibility to report to the supervisor, at the earliest opportunity, any change in the employee's medical situation that would permit the employee to return to full duties or to return to work in a limited capacity and/or estimate their return to work date.
- 28.08 If an employee is absent for four **(4)** consecutive scheduled shifts due to sickness, no leave with pay shall be allowed unless a certificate of a legally qualified medical practitioner is forwarded to the Chief of Police certifying that the employee is unable to attend to official duties.
- 28.09 Notwithstanding the provisions of Section 28.09 the Chief of Police or the Chief of Police designee, may require an employee to submit the certificate required for a period of absence of less than four **(4)** working days. The cost of the certificate requested shall be borne by the employer.

ARTICLE 29 Short Term Long Term Disability

- 29.01 The Employer shall contract with an insurance carrier for the purposes of providing insured benefits similar to the present coverage provided by the Great West Life Assurance Company under Group Policy No. 155401. The Employer agrees to 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.
- 29.02 An employee who is unable to attend to duties due to sickness or injury is entitled to leave-of-absence with pay with regular salary for the first six (6) working days of absence in each calendar year
- 29.03 The pay of an employee under this Article is subject to deductions for pension contributions and contributions that would normally be made by the Employee and the Employer as though the employee was receiving regular salary.
- 29.04 An employee who is absent from employment due to sickness or injury beyond the total number of days leave-of-absence with pay provided for in this Article shall have his/her accumulated attendance credits reduced by a number of days equal to the number of days of such absence and is entitled to leave-of-absence with pay for each such day.
- 29.05 This does not apply to an employee who qualifies for and elects to receive benefits under the Long Term Income Protection Plan.
- 29.06 The Employer shall supply to the Alliance, and maintain in an up-to-date manner, copies of all current contracts providing benefits for employees covered by this Collective Agreement between the Treaty Three Police Service and any Insurance Carrier.

ARTICLE 30 Work Place Safety and Insurance Board Benefits

- 30.01 Where an employee is absent by reason of an injury or an industrial disease for which a claim is made under the **Workplace Safety and Insurance Act**, the employee's salary shall continue to be paid for a period not exceeding forty-five (45) days. If an award is not made, any payments made under the foregoing provisions in excess of that to which the employee is entitled under his/her accumulated attendance credits (eg. vacation, statutory days etc.) shall be an amount owed by the employee to the Employer, and may be repaid by the employee by having a corresponding deduction made from the employee's attendance credits accumulated thereafter.
- 30.02 Where an employee is absent by reason of an injury or an industrial disease for which an award is made under the **Workplace Safety and Insurance Act**, the employee's salary shall continue to be paid without loss of credits for a period not exceeding one hundred and thirty (130) working days. This period may be continuous or an accumulation of several absences.

- 30.03 Where the Workplace Safety and Insurance Board makes an award to an employee that is less than the employee's regular salary and where the award continues to apply for longer than the periods set out in 9.05(b) and the employee has accumulated credits, the employee's regular salary may be paid and the difference between the regular salary of the employee and the award shall be converted to its equivalent time and deducted from the employee's accumulated credits.
- 30.04 Where the Workplace Safety and Insurance Board makes an award to an employee that is less than the employee's regular salary and where the award continues to apply for longer than the periods set out in 9.05(b) the employee has the right to use any accumulated credits to supplement the seventy-five percent (75%) benefit to one hundred percent (100%).

ARTICLE 31 Accommodation / Reinstatement

- 31.01 Where an employee recovers from a disability and can perform the employee's regular occupation, the Employer shall return the employee to the employee's regular occupation.
- 31.02 Where an employee recovers from a disability, but cannot perform the employee's regular occupation, the Employer 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 upon agreement of the Employer, the employee, and the Alliance.
- 31.03 If an employee is incapable of performing the core duties of his/her regular employment despite the best efforts of the Employer and accommodation to the point of undue hardship, the Employer may place the Employee in another position at the rate of pay for that position, or terminate the employment.

ARTICLE 32 Bereavement Leave/Compassionate Leave

- 32.01 An employee shall be allowed up to four **(4)** scheduled shifts leave of absence with pay in the event of the death of his or her spouse, common-law spouse, same-sex spouse, mother, father, stepmother, stepfather, mother-in-law, father-in-law, son, daughter, son-in-law, daughter-in-law, stepson, step-daughter, brother, sister, stepbrother, stepsister, brother-in-law, sister-in-law, ward, guardians, step-grandparents, step-grandchildren, grandchildren and the grandparents of the employee and spouse.
- 32.02 The Chief of Police may allow one (1) day of leave of absence with pay in the event of the death of his or her aunt/uncle, first cousin, and niece or nephew.
- 32.03 Necessary traveling time may be granted in the event of the death of a relative listed in Articles 32.01 and 32.02.
- 32.04 Bereavement leave will not be pro-rated for an employee in a Compressed Work

Week arrangement.

32.05 The Chief of Police or the Chief of Police's designee, may grant leave-of-absence with pay to an employee, for not more than four **(4)** scheduled shifts in any calendar year, upon any special or compassionate ground. Such leave shall not be dependent upon nor charged against accumulated credits of the employee.

(a) Leave-of-absence without pay and without accumulation of credits may be granted to an employee by the Chief of Police.

(b) Leave-of-absence with pay may be granted for special or compassionate purposes to an employee for a period of

(i) up to six **(6)** months with the approval of the Chief of Police,

(ii) over six **(6)** months with the approval of the Treaty Three Police Services Board.

(c) No employee shall be absent from duty on a leave-of-absence provided for in sub-sections 32.05 (b) and 32.05 (c) unless the employee previously obtained the authorization required by this sub-section.

(d) An application for leave-of-absence under this Section shall be in writing and shall set out the reason for the leave-of-absence.

ARTICLE 33 Severance Pay

33.01 The benefits described under this Section shall apply to an employee,

(a) who has completed a minimum of five (5) years of continuous service and who ceases to be an employee because of,

(i) death;

(ii) retirement;

(iii) involuntary layoff for a period longer than any period of recall under this Agreement

and such employee is entitled to severance pay equal to one (1) week of salary for each year commencing from the date of employment with the Treaty Three Police Service;

(b) these provisions do not include an employee who has completed a minimum of five **(5)** years of continuous service and who ceases to be an employee for the following reasons:

(i) dismissal for cause;

(ii) Abandonment of position: an employee who is absent from duty for a period of 5 consecutive working days or more, without authorization.

33.02 The total of the amount paid to an employee in respect of accumulated attendance credits, severance pay, or both, shall not exceed one-half (1/2) of the annual salary at the time when the employee ceased to be an employee.

33.03 The calculation related to accumulated attendance credits or severance pay shall be based on the annual salary the employee was receiving when the employee ceases to be an employee.

ARTICLE 34 Education Leave

34.01 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 Service for at least five (5) years;

(b) That the degree or diploma would be of value to the employee's future police work;

(c) That the employee has obtained one (1) or more credits for the degree or diploma during off duty hours;

(d) That during school vacation periods, the employee will return to duty in the employee's regular position with the Service at the employee's regular rate of pay;

(e) That the Employer will continue to provide the employee with the benefits specified in this Collective Agreement during the leave of absence;

(f) That the Employer will consider refunding the tuition fees to the employee if the employee is successful in obtaining a degree;

(g) That such leave to obtain any one (1) degree or diploma may only be granted once during the employee's career.

34.02 Leave of Absence with pay may be granted for educational or developmental leave for a specific period of time upon approval from the Chief of Police.

34.03 Leave of Absence without pay and without accumulation of credits may be granted for educational or developmental leave for a specific period of time upon the approval of the Chief of Police.

34.04 No employee shall be absent himself/herself from duty on a leave of absence unless he/she previously obtained the authorization required.

- 34.05 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.
- 34.06 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 place back on the payroll.

ARTICLE 35 Medical / Dental Appointment

35.01 An employee who is compelled to arrange a medical or dental appointment during working hours shall be allowed to meet such appointment without loss of pay, provided the employee is not absent from work longer than the period necessary to attend the appointment, up to a maximum period not 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 36 Entitlement on Death

36.01 Where an employee who has served with the Treaty Three Police Service shall be paid to the deceased employee's personal representative or, if there is no personal representative, to such person as the Employer determines, the sum of:

(a) any regular salary due;

(b) one-twelfth (1/12) of the deceased employee's annual salary; and

(c) the deceased employee's salary for the period of vacation, leave-of-absence and overtime credits that have accrued

36.02 Where an employee is killed in the line of duty, the Employer will reimburse the employee's surviving spouse or dependents of a deceased employee for funeral/burial expenses up to a maximum amount of \$12,000.00.

ARTICLE 37 Pensions

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

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

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

37.04 The employer and the Alliance shall work together **to** enhance the Pension Plan to make it comparable to that in place in other police services.

ARTICLE 38 Employment Records

38.01 Once a year, upon written request, the Chief of Police or the Chief of Police designate shall grant a member permission to examine the member's own personnel file 241-00 at the location where it is maintained.

If it is determined, upon the basis of evidence supplied by the member, that any material contained in the file is incorrect, such material shall be corrected accordingly.

An employee shall be permitted to examine his/her file during off duty hours and shall do so at his/her own personal expense.

38.02 The Employer agrees to remove from a member's personnel file the following items provided that the member's file has been clear of similar documentation/offences/convictions for an equivalent, previous period of time as specifically noted below:

- (a) all negative documentation and admonishments or informal discipline penalties two (2) years after the last admonishment or discipline;
- (b) all records of any criminal and/or provincial offences in which there was a withdrawal or dismissal of the charges against the member;
- (c) all records of any provincial offence convictions five (5) years after the date of conviction;
- (d) all records of any criminal finding of guilt five (5) years after the date of the court proceeding (including any appeals), where there was a conditional or absolute discharge;
- (e) all records of any discipline under this agreement under this Agreement or the Code of Conduct five (5) years after all appeal procedures have been exhausted, provided no other entries have been made with respect to discipline or public complaints, and provided the confirmed penalty does not exceed the forfeiture of forty **(40)** hours pay or leave, or forty **(40)** hours suspension without pay.

38.03 Notwithstanding Article 38.02, the Chief of Police has the discretion to maintain discipline records for a longer or shorter period time on an exceptional basis.

ARTICLE 39 Layoff and Recall

39.01 The Employer may lay off one or more employees upon providing not less than forty-five (45) days 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.

39.02 Subject to Article 39.01, employees on layoff possessing the necessary skills, qualifications, abilities and willingness to perform the work available, shall have the right of recall for positions which become available during the layoff, in

reverse order of layoff.

- 39.03 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.
- 39.04 The Employer 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 39.03, whichever first occurs.
- 39.05 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 a recall notice shall advise the Employer, 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 be terminate where the employee has not provided written acceptance of the recall.
- 39.06 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.
- 39.07 An employee on layoff shall be compensated for court attendance required as a result of the performance of police duties in accordance with Article 11

ARTICLE 40 Resignations

40.01 An employee who has submitted a written resignation from the Service may withdraw the resignation within forty eight (48) hours thereafter, excluding Saturday and Sunday and statutory holidays, on written notice to the Chief, given either directly by the employee or by the Alliance.

ARTICLE 41 Temporary Postings

41.01 Temporary posting means the transfer of an employee from the employee's regular posting to another posting, on a temporary basis for a period in excess of one week (**7** days), the conditions of which preclude the employee from claiming full living and traveling expenses for the duration of the temporary posting.

41.02 The Chief of Police shall be responsible for establishing an equitable per diem allowance for each employee during temporary posting governed by the prevailing rates in the area for:

- (a) meals, if accommodation is supplied at T3PS expense; and
- (b) boarding house rates prevailing in the area, if no accommodation is supplied; or
- (c) room and meals if no boarding house accommodation is available.

41.03 It will be necessary for the Chief of Police to establish the per diem allowance in each area prior to posting the employee.

ARTICLE 42 Labour / Management Committee

42.01 To resolve any problems which may arise and to consider and make suggestions and recommendations for their solution to their respective parties, the Employer and the Alliance shall establish a joint committee comprised of two (**2**) appointees representing the Employer and two (2) appointees representing the Alliance to meet at least annually or more if considered necessary upon fifteen (15) days notice by either party to discuss matters of mutual concern.

42.02 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.

42.3 Time spent by appointees attending or traveling to or from such meetings shall not result in **loss** of regular pay.

42.04 The Parties agree to an Order pursuant to Sections 135 (6)(a) and 137 of the **Canada Labour Code** dispensing with the need for Health and Safety

Committees in all individual detachments, and consent to the creation of one Committee for all worksites of the employer

ARTICLE 43 Grievance Procedure / Arbitration

- 43.01 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.
- 43.02 It is the mutual desire of the Employer and the Alliance that complaints and/or differences are dealt with as quickly as possible, taking into account the unique nature of First Nations policing, and respectful dispute resolution.
- 42.03 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.
- 43.04 **STEP ONE** in this process shall be a meeting between the Employee and/or an Alliance representative who is a designated member of the bargaining unit, and the Employer wherein they attempt to resolve the complaint/difference through discussions.
- 43.05 If, within 25 calendar days of the facts giving rise to the initial complaint/grievance, the matter has not been resolved at Step One, then the grievance may proceed to Step Two of this grievance procedure.

STEP TWO The grievance shall be filed in writing with the Office of the Chief of Police. The grievance shall identify the nature of the grievance; the remedy sought, and shall, where possible, specify the provisions of the Agreement that are alleged to have been violated. The Chief shall deliver a decision in writing within 15 calendar days from the date of the filing of the grievance at Step Two.

43.06 Policy Grievance

A complaint or grievance arising directly between the Employer and the Alliance concerning the implementation, interpretation, application administration, or alleged violation of the Agreement shall be filed with the Chief of Police within twenty-five (25) calendar days following the circumstances giving rise to the Grievance. The Chief of Police shall deliver a decision in writing to the Alliance with respect to the Grievance within fifteen (15) calendar days following the day on which the written Grievance was filed.

Where the Grievance is an Employer Grievance, it shall be filed with the Alliance within twenty-five (25) calendar days following the circumstances giving rise to the Grievance. The Alliance shall notify the Chief of Police of its decision in writing, with respect to the Grievance within fourteen (14) calendar days following the day on which the written Grievance was filed.

43.07 The time limits in this Article are mandatory, unless extended in writing by mutual agreement. If time limits are not met, the grievance is considered abandoned.

43.08 The parties agree that grievances about unjust discipline or dismissal, not arising from a public complaint, and not resolved at STEP TWO shall be dealt with in accordance with the following procedure:

STEP THREE The grievance shall be presented in writing to the Board of the Employer within 20 calendar days of the decision of the Chief of Police. On its own motion, or at the request of the Alliance, the Board may designate a sub-committee to receive a supplementary oral presentation on behalf of the Employee, at a mutually convenient time and location.

The Board will respond with its written decision within 20 days of the date of the written grievance submission, or the oral presentation (if any), whichever is later.

Either Party may waive the option of the oral presentation to the Board, and proceed directly to arbitration.

STEP FOUR If the decision of the Board does not resolve the matter, either party may require that the matter be submitted *to* a three person arbitration panel. While the panel shall have the usual powers of an arbitrator appointed pursuant to the **Canada Labour Code**, the panel shall be required to respect and take into account in its decisions the unique communities, culture, heritage, needs, language, and traditions of the (Anishinawbe) people of Treaty 3. Each party shall nominate one respected person of aboriginal heritage to sit as a member of the panel, and the nominees shall choose a chair from the list of Arbitrators noted below:

- 
1. William Kaplan
 2. Pamela Chapman
 3. Belinda Kirkwood
 4. David Starkman
 5. Paula Knopf
 6. Robert Fitches
 7. Any other Chair mutually agreed upon by the parties

43.09 The parties may by mutual consent agree to a single arbitrator who has a strong knowledge of the factors noted above respecting the people of Treaty 3. Each of the parties hereto will equally share the expenses of the single arbitrator mutually appointed by both parties.

43.10 In the case of a three member panel, each party shall be responsible for the costs of its own nominee, and one-half of the costs of the Chair.

- 43.11 No single arbitrator or panel shall be authorized to make any decisions inconsistent with the provisions of this Agreement, nor to alter, modify, add too, or amend any party of this Agreement. The decision of the arbitration panel, or arbitrator is final and binding on the parties..
- 43.12 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure herein before.

43.13 Grievances Arising after a Public Complaint

The parties agree that the Treaty Three Police Service has the responsibility to provide a mechanism for the impartial and independent review of public complaints.

The parties agree that the present Code of Conduct and Public Complaints Process are policies of the Employer that have been developed in an effort to comply with the aforesaid responsibility.

The Employer agrees that it will make all reasonable efforts (during the term of this Collective Agreement) to amend the policies to provide for a more expeditious resolution of any public complaints, while providing a process that is fair both to the Complainant and the Officer/Employee who is the subject of the Complaint.

Any discipline or dismissal imposed or recommended as a result of the Public Complaints process shall be subject to final and binding resolution by the grievance process noted above, commencing at **STEP FOUR**.

ARTICLE 44 Employer Information to the Alliance

- 44.01 At the request of the Alliance, the Employer may provide to the Alliance, as soon as possible and in any event within sixty (60) days, with the following information, in writing:
- (a) The last audited financial statement of the Service;
 - (b) The most recent demographic information with regards to the employees of the Service.

ARTICLE 45 Copies of Agreement and Distribution

- 45.01 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.

ARTICLE 46 Secondary Employment

46.01 An employee shall be allowed to participate in and/or enter into secondary employment while that employee is on scheduled Rest Days, Vacation, Statutory Holidays, Time **Off** In Lieu, or during any time in between their Regularly Scheduled Shifts in accordance with Article 14 of the Treaty Three Police Service Code of Conduct.

ARTICLE 47 Meetings

47.01 The Employer agrees to hold Subdivision staff meetings for the employees to be held biannually for the purpose of:

(a) advise and discuss with the employees any change in policing procedures and policy

(b) allow the employees to voice their opinions and concerns to any such changes to the above

(c) allow the employees to voice any concerns arising regarding:

(i) health and safety

(ii) duties/assignments and scheduling

(iii) transport/equipment service and maintenance

(iv) Alliance News and Business

(v) job training, postings, and special duties

(vi) briefing on district news and zone activity

47.02 The Employer shall post a letter on which employees may place any item for discussion on for the purpose of discussing that item at the next scheduled biannual meeting and said letter shall form the Agenda for that meeting

47.03 Subject to vacation each member shall attend at least one Subdivision staff meeting each year.

47.04 Off duty employees shall be paid at their regular rate of pay for all hours spent attending such meetings as outlined in Article 47.01 or a minimum of three (3) hours at their regular rate of pay, which ever is the greater.

ARTICLE 48 Term of Agreement


48.01 This Agreement shall become effective on the date of signing and shall remain in effect for a period from January 1st 2007 to December 31st 2008. Only Articles 5 (Wages) and 27 (in respect of Maternity Leave pay) are retroactive.


48.02 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 Kenora the 1st day of April 2008

Signed, sealed, and delivered in the presence of:


Chairperson, Treaty Three Police Service


President or Administrator, Public Service Alliance of Canada


Regional Executive Vice-President, Gerry Halabecki
Public Service Alliance of Canada


Regional Representative, Judith Monteith-Farrell
Public Service Alliance of Canada