

COLLECTIVE AGREEMENT (Treaty Three Police Service Officers)

**The Police Services Board
of the
Treaty Three Police Service
(Hereinafter called the Employer)**



And

**Public Service Alliance of Canada
(Hereinafter called the Alliance)**



13929 (03)

TABLE OF CONTENTS

ARTICLE 1	Purpose of Agreement and Recognition, Definitions.....	1
ARTICLE 2	Management Rights	2
ARTICLE 3	Alliance Membership	4
ARTICLE 4	No Discrimination No Harassment	5
ARTICLE 5	Salaries and Wages.....	6
ARTICLE 6	Hours of Work.....	7
ARTICLE 7	Shift Premiums	9
ARTICLE 8	Overtime and Lieu Time.....	9
ARTICLE 9	Standby.....	11
ARTICLE 10	Call Back - Vacation	12
ARTICLE 11	Court Time.....	13
ARTICLE 12	Out of Town Assignments.....	14
ARTICLE 13	Service Bar Pay and Qualification Badges	15
ARTICLE 14	Probationary Officers.....	16
ARTICLE 15	Promotion, Transfer, and Job Postings	17
ARTICLE 16	Acting Rank or Position /Acting Pay.....	18
ARTICLE 17	Plainclothes Clothing Reimbursement.....	19
ARTICLE 18	Special Duty	19
ARTICLE 19	Clothing and Equipment.....	19
ARTICLE 20	Cleaning Allowance	20
ARTICLE 21	Two Officer Patrols and Prisoner Escorts	20
ARTICLE 22	Police Training Allowance.....	21
ARTICLE 23	Legal Indemnification.....	22
ARTICLE 24	Alliance Meetings, Conventions, Seminars and Notices	23
ARTICLE 25	Vacations	24
ARTICLE 26	Statutory Holidays	26
ARTICLE 27	Maternity and Parental Leave	27
ARTICLE 28	Sick Time.....	28
ARTICLE 29	Benefits Short Term and Long Term Disability.....	29
ARTICLE 30	Work Place Safety and Insurance Board Benefits.....	31
ARTICLE 31	Accommodation / Reinstatement.....	31

ARTICLE 32	Bereavement Leave/Compassionate Leave.....	32
ARTICLE 33	Severance Pay	33
ARTICLE 34	Education Leave.....	34
ARTICLE 35	Medical / Dental Appointment	35
ARTICLE 36	Family Related Responsibility Leave	36
ARTICLE 37	Compassionate Care Leave.....	36
ARTICLE 38	Leave for Ceremonial and Cultural Pursuits	37
ARTICLE 39	Entitlement on Death	37
ARTICLE 40	Pensions	38
ARTICLE 41	Employment Records	38
ARTICLE 42	Layoff and Recall.....	39
ARTICLE 43	Resignations	40
ARTICLE 44	Labour / Management Committee.....	40
ARTICLE 45	Health & Safety.....	41
ARTICLE 46	Grievance Procedure / Arbitration	42
ARTICLE 47	Information and Dues Check-Off	45
ARTICLE 48	Copies of Agreement and Distribution	45
ARTICLE 49	Secondary Employment	45
ARTICLE 50	Term of Agreement	45
APPENDIX A	47
APPENDIX B	49
APPENDIX C	51
MEMORANDUM OF UNDERSTANDING – GPS – Officer Safety		51
MEMORANDUM OF UNDERSTANDING – Field Coaching Program.....		51
MEMORANDUM OF UNDERSTANDING – Contract Officer		52
MEMORANDUM OF UNDERSTANDING – Joint Union-Management Committee		53

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 Inc. herein after referred to as 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 well being of, the communities served by The 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, as reflected in the Canadian Industrial Relations Bargaining Unit Certificate.

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 Incorporated.

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 continuous years of service as police officers with Treaty Three Police Service, including any period of approved leave.

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 is subject to a substantiated allegation 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 46 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) A newly hired employee, who is on probation for a period of twelve (12) months of active duty, or
 - (b) A newly hired experienced officer who is on probation for a period of six (6) months of active duty.
- 1.16 “Short-term contract employee” means an officer with previous policing experience hired on a short-term basis to fill a specific need, such as to cover leaves of absence. The Employer agrees that short-term contracts or a series of short-term contracts shall not be used for the purpose of avoiding the hiring of full-time permanent employees.
- 1.17 “Direct Hires” are officers with previous policing experience from an accredited police service or equivalent policing program in Canada.
- 1.18 “Unbroken service” shall mean a break of ninety (90) days or less between being hired by Treaty Three Police Service and previous employment at an accredited police service.

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, except as expressly modified by the provisions of this Collective Agreement. 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 parties agree that adequate and effective police protection to the Treaty #3 First Nations Communities is an enhanced service as defined in the

Federal Government's First Nations Policing Policy. The parties agree that any interruption of the delivery of this enhanced 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 interruption in service, but by respectful discussion, conciliation, mediation, or ultimately by binding arbitration by a mutually acceptable arbitrator.

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

- (a) The Employer agrees that no employee 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/conduct of any employee while off duty or 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 may not be relied upon as the sole evidence for such discipline. The Duty Report is for the internal purposes of the Employer Police Service and shall not be used in any criminal or civil proceedings. The Report shall be submitted in a timely manner, within five (5) working days of receipt of a written request personally served to the Officer for same, and shall be written in the first person. A request for extension beyond five (5) days must be done in writing to the Chief of Police and such request shall not be unreasonably denied.
- (c) The employer shall advise the employee who will be served with a request for a Duty Report that he/she has the right to Union representation when such request is served. Alternatively, the employee may choose to have another bargaining unit member present as a witness.
- (d) 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 or off duty conduct to be carried out with the highest degree of integrity.
- (e) 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 except for necessary and brief personal communications.

- (f) 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. The Employer acknowledges and agrees that the GPS system shall be used primarily for officer safety, vehicle maintenance, policy compliance, and as an investigative tool.
- (g) 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.
- (h) The Alliance acknowledges and agrees that where a probationary employee has been given an evaluation or evaluations for the purpose of improving his/her performance, but fails to meet the requirements of the position during the probationary period, he/she may be released from employment by the Chief of Police. Such dismissal shall be in writing, with reasons, and shall be copied to the Union.
- (i) The Employer reserves the right to:
 - (i) Hire short-term contract employees to fill temporary vacancies. The Employer agrees that short-term contracts or a series of short-term contracts shall not be used for the purpose of avoiding the hiring of full-time permanent employees.
 - (ii) Restructure, from time to time, the police service to accord with available funding.
 - (iii) Change hours of work, where required for budgetary reasons, in consultation with the Union.

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 - No Discrimination and No Harassment

- 4.01 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 or ethnic origin, religious affiliation, sex, sexual orientation, gender identity and expression, marital status, family status, mental or physical disability, place of residence, membership or activity in the Union, or conviction for which a pardon has been granted.
- 4.02 The parties acknowledge that the Employer has a duty to accommodate and the Union has an obligation to assist in that accommodation, consistent with the Canadian Human Rights Act and the evolving jurisprudence. In situations where an employee requires an accommodation, the employer, the Union and the employee shall meet and make every reasonable effort to reach the required resolution.

No Harassment

- 4.03 The Employer, the Union, and employees are committed to a working environment free from harassment on grounds that are prohibited by the Canadian Human Rights Act, free from personal harassment as defined in this Collective Agreement and free from abuse of authority as defined in this Collective Agreement. The parties undertake to ensure that no form of harassment or abuse of authority is tolerated in the workplace.

“Personal harassment” means any vexatious behavior that is known or ought reasonably to be known to be unwelcome. It may take the form of repeated and hostile or unwanted conduct, verbal comments, actions or gestures, that affect an employee’s dignity, or psychological or physical integrity, and which results in a harmful work environment for the employee. A single serious incidence of such behavior may also constitute personal

harassment. Personal harassment under this clause is deemed to include sexual harassment.

“Abuse of authority” occurs when an individual improperly uses the power and authority inherent in his/her position to endanger an employee’s job, undermines the employee’s ability to perform that job, threatens the economic livelihood of that employee or in any way interferes with or influences the career of the employee. It includes intimidation, threats, blackmail or coercion.

- 4.04 An employee who believes that he or she has been a victim of harassment or abuse of authority may file a grievance under Article 46 – Grievance Procedure.
- 4.05 No employee shall be disciplined under this Article before the completion of any investigation into a complaint of alleged harassment or alleged abuse of authority.
- 4.06 An employee who is disciplined under this Article shall have the right to grieve such discipline under Article 46 - Grievance Procedure.

ARTICLE 5 - Salaries and Wages

- 5.01 The Employer shall pay each employee the salary or wages according to job description and position classification.
- 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 Employees shall have access to the electronic pay system to check all accumulated banked time, such as sick, vacation and overtime hours.
- 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.

- 5.07 Accumulated hours will continue to be earned if an employee is off duty on sick leave and has sick leave credits available, and if an employee is off duty using any banked credits.
- 5.08 A Probationary Constable will receive the salary set out in Appendix "A" during his or her time at the Ontario Police College (OPC), normally three (3) months.
- 5.09 Upon successfully completing Basic Constable Training at Ontario Police College and obtaining Police College certification, the employee will receive his/her salary as set out in Appendix "A" at the 4th Class level.
- 5.10 An employee starting at 4th Class Constable will receive pay increments as set out in Appendix "A" as he or she advances up to 1st Class Constable after spending the required time of active duty and performing at an acceptable level in each class.

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 inclusive of meal periods in accordance with Article 6.12. This Agreement allows for a modified work schedule.
- 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 Six (6) week shift schedules shall be posted in all locations. When the master work schedule in place as of the signing of the Collective Agreement is to be amended, the Employer shall consult in advance with the Union. The Employer also agrees to discuss any major long-term change to the shift schedule with the Union prior to implementing the change.
- 6.05 An employee's shift shall not include reporting time. (Reporting time means the Officer must be in full working uniform at the start of his or her scheduled shifts.)
- 6.06 An employee reporting for his or her shift will begin their shift at his/her duty location of either, GHQ, Eagle Lake and/or Southern Sub-Division. An employee may submit in writing through the chain of command for consideration to report to a different location.
- 6.07 The Employer shall make best efforts to ensure that rotating shifts are scheduled so that an employee assigned to such shifts shall rotate regularly

from one shift to another, so that an equal time will be spent by the employee on each shift.

- 6.08 (a) An employee shall be entitled to a minimum of eight (8) hours off duty between the time an employee has completed one scheduled shift and the time the employee commences another scheduled shift.
- (b) In the event that an employee 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) When an employee works overtime and there is not a period of eight (8) hours between the completion of the overtime and the start of the employee's next scheduled shift, the employee shall be granted a minimum period of eight (8) hours of rest before reporting to his or her regularly scheduled shift, and the employee shall receive no less than the pay for the hours he or she was scheduled to work for such shift.
- 6.09 An employee shall, in every normal work-week, have a minimum of two (2) consecutive days off.
- 6.10 The Chief of Police or 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.
- 6.11 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.
- 6.12 (a) An employee shall be assigned a paid one-half ($\frac{1}{2}$) hour meal period and an additional one-quarter ($\frac{1}{4}$) hour, depending on the shift worked, meal period. When the operational requirements of the Employer do not permit the taking of an assigned meal period, the employee and the employee's Supervisory Officer may agree upon some other period during the said shift. (Shift 8 hr = $\frac{1}{2}$ hour, 10 hr = $\frac{3}{4}$ hour, 12 hr = 1 hour).
- (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.
- 6.13 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.
- 6.14 Shift schedules shall be posted six (6) weeks in advance for all Sub-Divisions.

- 6.15 (a) An employee shall be given a minimum of six (6) days personal notice preceding any change in a regularly scheduled shift. Such notice, if not in person, shall be by direct telephone conversation and confirmed by e-mail.
- (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 or she shall be compensated in accordance with Article 8 – Overtime, for the shifts worked with less than six (6) days notice.
- 6.16 No premium or overtime pay is payable in accordance with Article 8 if the changed shift is at the request of the employee.

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, \$1.25 (1 dollar twenty five cents) an hour for every hour worked in that time.
- (b) Employees who work a day shift and then 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,
- (b) Performed on a scheduled working day in addition to the scheduled shift and consisting of at least one half (1/2) hour; or
- (c) Performed immediately before or after a scheduled shift;
- (d) Performed on a scheduled day off (call-out); or;
- (e) Performed on a call out basis before or after a regularly scheduled shift;
- (f) An employee shall seek approval from a Supervisor, wherever practical, for all overtime.
- 8.02 Overtime shall be computed to the nearest one-half (1/2) hour, a period of one (1) minute to fourteen (14) minutes shall be disregarded, a period of

fifteen (15) minutes to thirty (30) minutes shall be credited as one-half (1/2) hour.

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

8.04 Opportunities for overtime work shall be distributed on an equitable basis, beginning with the most senior employees.

8.05 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, other than the employee shall be paid at straight time for hours expended while in court.

8.06 An employee who is thereafter on a regularly scheduled day off and is recalled to duty, shall be paid at the greater of:

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

OR

(b) a minimum of three (3) hours calculated at one and one-half (1 ½) times the hourly rate of pay.

8.07 If after completing the occurrence investigation an employee is subsequently called out a second time within the three (3) hour time period claimed in accordance with section 8.06, no additional claim will be allowed unless the occurrence extends beyond the initial three (3) 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 Article 8.06.

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

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

8.10 Overtime claims shall be submitted on the electronic payroll system within the pay period such overtime is earned, and each claim will be authorized by the employee's supervisors and compensated on regular pay periods.

- 8.11 At the discretion of the Supervisor, the employee's notebook may be requested to substantiate an overtime claim.
- 8.12 An employee's overtime claim shall not be amended or discarded after it has been approved by his or her Supervisor, unless an error is identified and corrected, in which case an employee will be notified of the change by email or text or voice mail message.
- 8.13 The employee may bank any overtime earned regardless of category in each calendar year to a maximum of seventy-two (72) hours. This bank is replenishable.
- 8.14 An employee may take banked overtime as compensatory leave in lieu of pay at any time, with the concurrence of his or her immediate supervisor. Requests for such time off shall not be unreasonably denied.
- 8.15 The overtime earned and banked to the maximum of seventy-two (72) hours by the employee in Article 8.13 will not be carried over into the new calendar and will be paid out on the 2nd pay period in January in the following year.
- 8.16 An employee upon written request may cash out all or part of his or her banked overtime once each calendar year.

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 one (1) hour for every eight (8) hours.

ARTICLE 10 - Call Back - Vacation

- 10.01 "Annual Vacation" shall be the employee's annual vacation, including regularly scheduled days off directly before, during, or after the vacation.
- 10.02 An employee who is requested to report to work up to one (1) hour prior to a scheduled tour of duty shall be paid at the overtime rate for the time worked up to and contiguous to the employee's scheduled tour of duty. At the request of the employee, 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 vacation, or who is on regularly scheduled days off contiguous to his or her vacation, and who is called back to duty by the Chief of Police or his or her designate, shall be entitled, at the request of the employee, to have the vacation day(s) rescheduled immediately following the initial vacation days, or credited back to the employee's vacation bank, and shall be paid in accordance with Article 8.06.
- 10.04 An employee who is on vacation, or who is on regularly scheduled days off contiguous to his/her vacation, and who is called back to duty by the Chief of Police or his/her designate, shall be paid according to Article 8.06 and shall be compensated for any expenses incurred by returning to work and for any losses incurred by the interruption or cancellation of his/her vacation.
- 10.05 Overtime shall be paid at the rate of two (2) times the hourly rate when an employee is required to report for any period of work on or during the vacation leave period, with a minimum payment of eight (8) hours. In addition, the employee shall be granted a compensating day off.

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 regularly scheduled days off shall be paid at the greater of:

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

OR

(b) a minimum of four (4) hours at one and one-half times (1 ½) the employee’s regular hourly rate of pay.

11.03 An employee who is required to attend a sitting of the court during annual vacation shall be paid in accordance with Article 8.06 unless such vacation was scheduled pursuant to Article 8.05.

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 has completed a night shift and who is required to attend court shall be compensated in accordance with the overtime provisions in Article 8 - Overtime of this Agreement. In the event that an employee is

required to work a scheduled evening shift, the employee, upon conclusion of court shall take a minimum of eight (8) hours rest, barring any emergent calls for service, prior to returning to duty, and the overtime provisions in Article 8 - Overtime shall apply to the employee's court time.

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 provisions of this Agreement contained in Article 5 - Salaries and Wages; Article 6 – Hours of Work; Article 8 – Overtime; and Article 11 - Court Time 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) Fifteen dollars (\$15.00) for breakfast when the shift commences outside the employee's regularly scheduled patrol zone during the employee's breakfast period;
- (d) Fifteen dollars (\$15.00) for lunch when the employee is away from the employee's detachment area during the employee's lunch period;
- (e) Thirty dollars (\$30.00) for dinner when the employee is away from the employee's detachment area during the employee's dinner period;
- (f) 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; and
- (g) Fifty-five decimal five (0.555) cents per kilometer if the employee agrees, pursuant to Article 12.02, to use, and does use, the employee's own vehicle. Such amount will be amended from time to time in accordance with the Travel Directive of the National Joint Council covering federal government employees.

Meal periods for the purposes of 12.01(c), (d) and (e):

Breakfast: 06:00 – 07:30 hrs
Lunch: 12:00 – 13:30 hrs
Dinner: 17:00 – 18:30 hrs

Employees are expected to have their first meal at their own expense prior to initiating travel status.

- 12.02 Subject to this Article, the mode of travel shall be determined by the Chief or the Chief's 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. Employees using their personal vehicles will not be reimbursed more than the most economical mode of public transportation.
- 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 outside of his or her scheduled work hours to attend training sessions, educational courses, workshops or programs, the employee shall be paid at straight time 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*.
- 12.06 When an employee is required to travel as part of his duty or training and is required to remain away from his or her patrol Sub/Division, he or she shall receive suitable lodging for such period of time.
- 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.
- 12.08 An employee on travel status who chooses to obtain private accommodation in lieu of commercial accommodation shall receive a lodging allowance of \$30.00 per night.

ARTICLE 13 - Service Bar 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) for each such Service Bar the employee has been granted, on the first pay date in December of each calendar year. (For example, \$240 annually for two Service Bars, \$360 annually for three Service Bars, et cetera.)
- 13.02 Previous unbroken employment with an accredited police service will be recognized for service bar pay.
- 13.03 Service bar pay will be pro-rated per the calendar year in the year of hire and in the year employment ceases.

ARTICLE 14 - Probationary Officers

14.01 Newly hired employees, as a condition of continued employment, shall be:

- (a) required to take the Oath of Confidentiality, and Oath of Office;
- (b) provided with a copy of the Code of Conduct, the Conflict of Interest Guidelines, and the Collective Agreement, and access to the Operational and Administrative Directives;
- (c) 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;
- (d) required to attend and participate in all training programs as instructed by the Chief of Police or his/her designate;
- (e) 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;
- (f) 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 during the first year of employment;
- (g) provided with written evaluations that identify strengths and areas for improvement as set out in the Treaty Three Police Service Field Coaching Program.

14.02 The Chief of Police may extend the probationary period, in writing, with a copy to the Union:

- (i) For a period not to exceed six (6) months, if a newly hired employee fails to meet the requirements of Article 14.01, or;
- (ii) For a period of time not to exceed the length of a maternity, parental or disability leave during the initial probationary period.

14.03 A probationary employee shall be confirmed as a regular employee upon successful completion of the probationary period, and recommendation to and upon the approval of the Chief of Police;

14.04 A probationary employee shall return all equipment and property of the Employer upon termination of employment for any reason during the probationary period.

ARTICLE 15 - Promotion, Transfer, Job Postings

15.01 Where a vacancy occurs, or when a new position is created, notice of that position shall be posted or distributed internally, in all work locations, for a minimum period of 15 days. The position shall be awarded no more than 45 days following the deadline for applications, to the most suitable applicant with the best combinations of the factors of knowledge, skill and ability, qualifications and training. The parties agree that in assessing applicants on the aforesaid factors, the Employer shall take into account the applicant's knowledge and awareness of the Treaty Three communities, and aboriginal culture, language and traditions. However, where the aforesaid factors are relatively equal, the applicant with the most seniority shall be granted the job, provided:

- (a) The applicant has passed any qualification examination required for the position, or shall be able to do so after a reasonable training period;
- (b) The applicant is able to do the job;
- (c) If interviews are warranted, all applicants who meet the criteria established in 15.01 above shall be entitled to an interview.
- (d) All unsuccessful applicants shall be provided written reasons as to why they were unsuccessful, and shall be provided with suggestions to assist the applicant to become qualified for promotion and/or lateral transfer.

15.02 The parties agree that if there is no suitable internal candidate, the Employer may seek external candidates, using the same qualification assessments outlined in Article 15.01.

15.03 Article 15.01 does not apply to positions excluded from the bargaining unit.

15.04 Where an employee is transferred by the Employer from one Sub-Division to another, the Employer shall provide the employee the following, but not limited to:

- (a) Leave with pay for a total of four (4) regularly scheduled work days, which may or may not be consecutive, for the purpose of seeking housing (including signing legal documents and taking possession) in the employee's newly assigned Sub-Division;
- (b) If applicable, a total of four (4) nights lodging at a hotel (or private accommodation in accordance with Article 12.08), which may or may not be consecutive, for the purpose of assisting the employee in seeking new housing in their newly assigned Sub-Division.

- (c) If applicable, leave with pay for a total of three (3) regularly scheduled work days, which may or may not be consecutive, for the purpose of selling or placing the employee's existing property on the housing market;
 - (d) Employees shall give the Employer as much written notice as possible for the leave in 15.04 a) and c) above.
 - (e) Accrued hours provided for in Article 5.07 shall not apply to paid leave in Article 15.04 a) and c), except in the case of involuntary transfer in accordance with Article 15.06 below.
- 15.05 An employee who is being transferred by the Employer from one Sub-Division to another shall be entitled to a cash advance from his or her earned credits to assist with relocation expenses upon written request.
- 15.06 The Employer shall make every reasonable effort to not transfer an employee from one Sub-Division to another against the wishes of that employee. Should an involuntary transfer be necessary in order to ensure that all communities served by the Treaty Three Police Service receive an adequate level of Police Service, the Employer will first try to staff such vacancy:
- (a) By temporary assignment of employees willing to volunteer for such temporary assignment, or
 - (b) By temporary assignment to a contract employee.
- In the event that involuntary re-assignment of an employee is still necessary, the least senior employee in the bargaining unit will be subject to such transfer.
- 15.07 The Treaty Three Police Service shall reimburse an employee involuntarily transferred from one Sub-Division to another for relocation costs up to a maximum of two thousand dollars (\$2,000) upon submission of receipts.

ARTICLE 16 - Acting Rank or Position /Acting Pay

- 16.01 The immediate Supervisor of a position upon, approval of the Chief of Police and or delegate, may designate an employee to perform the full duties of another position in an acting capacity. If such designation continues for more than two (2) days for an operational position and five (5) days for an administrative position, the person so designated shall be paid 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.

ARTICLE 17 - Plain Clothes Allowance

- 17.01 An Officer who is required to provide and wear ordinary clothing as part of regular duties shall receive an annual plain clothes clothing allowance in the amount of one thousand two hundred dollars (\$1,200). The Officer must work in one of the following designated plain clothes positions: Crime Unit; Criminal Intelligence Unit; and/or any unit approved as designated to be a plain clothes unit by the Chief of Police. The Officer must work in plain clothes for not less than twenty (20) working days to receive a plain clothes allowance, which may be prorated for the days worked.
- 17.02 Each Officer entitled to expenses under Article 17.01 shall be paid such clothing allowance in the second pay period of each month.

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 Chief's 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 greater 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 (2) times per year, or more often 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. Every reasonable effort shall be made to hold such meetings during the employees' regularly scheduled working hours. Time spent attending such meetings shall be considered time worked.

- 19.04 All employees shall be issued with body armour that meets or exceeds the standard of body armour issued to members of other Ontario police agencies. It shall be tailored for each individual employee, and be replaced as recommended by the manufacturer, 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 A pregnant employee who provides the Employer with a medical note certifying that she requires modified duties shall be immediately accommodated. If the employee is reclassified to a plain clothes position, she shall receive the plain clothes allowance as per Article 17 – Plain Clothes Allowance.
- 19.06 An employee shall be exempt from wearing body armour for a medical condition verified by a licensed physician's written authorization. To ensure the safety of the employee, and compliance with the Canada Labour Code, any employee exempt from wearing body armour will be restricted from wearing a police uniform outside an office environment, and will not carry an issued service weapon, nor operate a marked police motor vehicle. If the employee is reclassified to a plain clothes position, he or she shall receive the plain clothes allowance as per Article 17 – Plain Clothes Allowance.

ARTICLE 20 - Cleaning Allowance

- 20.01 The Employer shall pay for the cleaning of patrol jackets, winter parkas, and dress uniforms, twice a year upon receipt of the appropriate expense claim 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 such weapon;
- iii) a domestic confrontation;
- iv) a crime in progress;
- v) response to 911 calls/alarm calls

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 based on a sound risk assessment of the situation, having regard for officer and public safety.

21.04 Upon making a risk assessment in consultation with a Supervisor, an officer may request that a second officer be assigned to respond to any of the following incidents:

- i) escort of prisoners
- ii) scene security between 1900 hours and 700 hours

and where practicable, a second officer shall be assigned.

21.05 Where a detachment provides a patrol during any period of time between 1900 hours and 0700 hours, the Supervisor shall, where practicable, schedule two-member patrol cars.

21.06 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*.

ARTICLE 22 - Police Training Allowance

22.01 Each Employee with no previous policing experience 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 the Employee that the Employer is entitled to repayment of training and travel costs for 22.01 supra, should the Employee resign his/her employment with the Treaty Three Police Service. Within two (2) years of employment, fifty per cent (50%) of these costs are forgiven, and after three (3) years, one hundred per cent (100%) 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 out of their Sub/Division area for the purpose of instruction or training, shall be entitled to regular salary and wages, and shall be granted an allowance for expenses of ten dollars (\$10) per day for training with at least one day requiring overnight accommodation.

22.04 All other expenses for required 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 GCAN Insurance Company under Commercial General Liability Policy No. NPG2009001L. The Employer will post a summary of the legal indemnification contained in the contract of insurance on the intranet.

23.02 In addition to the foregoing, where an Employee has been charged with an offence under any Federal or Provincial statute in the course of lawful execution of his/her duties, the Chief of Police may, on a written application from the employee, supported by a letter from the employee's counsel, provide funds to the employee for the purpose of providing a retainer to such counsel of his/her choice for legal fees and disbursements. Upon receipt of a written application for funds, the Chief of Police shall proceed as follows:

- (a) The Chief of Police shall, in his discretion and on a reasonable basis, determine if the Employee is likely to be indemnified for the costs of legal counsel pursuant to the Contract of Insurance referred to above, and, if he determines that coverage is reasonably foreseeable, then,
- (b) The Chief of Police shall provide funds to the Employee's counsel in an amount not greater than ten per cent (10%) of the estimated legal fees and disbursements, or seven thousand five hundred dollars (\$7,500), whichever is the lesser amount. In the event of a dispute, the amount shall be determined by the Police Service Board's solicitor.
- (c) The Police Service Board shall pay any deductible contained in the Contract of Insurance.

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

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

ARTICLE 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, hearings, or other Alliance business. The Chief of Police shall grant such leave if it is in compliance with this Article and does not interfere with the effective and efficient operational requirements of the Sub-Division(s).
- 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 two (2) weeks notice of the request, and shall identify the employee's name. Requests for such leave shall be considered within twenty-four (24) hours, and shall not be unreasonably denied.
- 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 a limited communication by a fax and/or telephone. Employees may make reasonable use of the Employer's email system.
- 24.04 Employees may utilize the Employer's fax or telephone to have confidential access to representation by the Alliance.
- 24.05 Employees shall be entitled to receive leave without pay under this Article unless otherwise stipulated herein or elsewhere in this Collective Agreement.
- 24.06 Where leave without pay is granted to an employee under this Article, the PSAC will reimburse the Employer for the salary costs of the employee during the period of approved leave without pay.
- 24.07 Should an employee be a member of the Executive Board of the Alliance, such employee shall be granted leaves of absence without pay for Alliance business. Such leaves will only be granted when they do not interfere with the effective and efficient operation of the Sub-Division. Requests for such leaves shall not be unreasonably withheld by the Employer.
- 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 Employer will allow employees leave without pay to prepare for negotiations of the renewal of the Collective Bargaining Agreement. The Employer agrees that three (3) members of the Union's negotiating committee will be granted leave with pay during face-to-face bargaining meetings with the Employer.

- 24.10 The Chief of Police will allow employees to attend Alliance meetings held in the employees' detachment area while on duty providing that:
- (a) the employees attending such meetings shall only use time allotted to the employees' lunch period and/or break periods, or, from time to time and subject to operational priorities, at shift change (between 0645 and 0715 hours and between 1845 and 1915 hours) on that tour of duty to attend such meeting;
 - (b) the employees are 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 inform the Local Executive via email when new employees are hired and shall provide to each new employee 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 on their date of hire. This meeting may occur on Treaty Three Police Service properties and shall occur during the working hours, but shall not exceed thirty (30) minutes in length.

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) Vacation leave shall be granted as mutually agreed by the employer and employee, taking into consideration the needs of the employee and the operational requirements of the Service, and,
 - (b) Units affected by this Article are as follows;
 - Kenora Sub-Division
 - Grassy Narrows Detachment
 - Kenora East Detachment
 - Wabaseemoong Detachment
 - Whitefish Bay Detachment
 - South Sub-Division
 - Any additional detachments as may be created by the Service during the term of this agreement.
- 25.03 A Vacation Request schedule shall be posted each year in each Detachment and Sub-Division no later than February 15th of each year. Each Sub Division Commander shall prepare a Vacation Leave Schedule prior to April 1st of each year 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 15th of each year.

- 25.04 (a) Priority for vacation selection shall be taken by employees in each platoon within a Sub-Division (excluding Specialty Units) 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.
- (b) For the purpose of vacation selection only, separate seniority lists shall be kept for employees working in Specialty Units, and priority for vacation selection by seniority shall apply to employees in each Specialty Unit, following the process in 25.04 (a) above.
- 25.05 Members who have been hired by Treaty Three Police Service directly from an accredited police service shall have their continuous unbroken years of service as police officers recognized for the purposes of vacation entitlement.
- 25.06 The Employer will make best efforts to ensure an employee shall be entitled to not less than forty-eight (48) hours of vacation, or less at the employee's request, during the months of June, July, and August, or as mutually agreed upon.
- 25.07 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.

- 25.08 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.
- 25.09 A request in writing for carryover of leave in excess of that provided for in Article 25.08 must be made prior to December 31st of each year. Such excess leave shall be paid out in cash at the end of the Employer's fiscal year, unless mutually agreeable arrangements to reschedule it have been made.
- 25.10 Vacation credits do not accumulate during any month in which an employee is absent from duty for an entire month for any reason other than vacation

leave of absence, maternity/parental leave, disability or WSIB absences, or other leave-of-absence with pay.

- 25.11 (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 per cent (4%) of salary paid to the employee during this period.
- (b) When in any year, for any reason other than death, an employee leaves the Police Service prior to receiving annual vacation in that year, the employee shall be given the proportionate amount of vacation or pay in lieu thereof, for that year, plus any vacation or pay in lieu carried over from previous year(s) before the employee's name is removed from the payroll or before the employee's resignation becomes effective, as the case may be.
- (c) Where the employee leaves the Police Service, for any reason other than death, 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 26 - Statutory Holidays

- 26.01 Each employee shall be entitled to receive their regular salary for the thirteen (13) following holidays (deemed for this agreement to be statutory holidays) in each calendar year of the term of this Agreement: New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Aboriginal Solidarity Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and any other day proclaimed as a holiday by the federal, provincial, or municipal government.
- 26.02 If a member is required to work a statutory holiday, he/she will be paid overtime as set out in Article 8.06. At the request of the employee, a statutory holiday may be banked in the employee's overtime bank.
- 26.03 When an employee is required to work overtime on a shift beginning or ending on a statutory holiday, the employee shall be paid at the applicable overtime rate for all hours worked on the statutory holiday.
- 26.04 A separate shift schedule for each posted 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.

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.

- 26.05 Shift schedules and normal shift rotations shall not be altered or amended with the intent of avoiding payment of statutory holiday premiums specified in this Article.
- 26.06 Employees normally working in an administrative and/or operational position during a standard work week, resulting in their absence on a day that statutory holiday falls, shall be deemed to have taken that holiday. No further compensation shall be granted.
- 26.07 If a statutory holiday falls on an employee's regularly scheduled day off, the statutory holiday will be re-scheduled immediately following the day off or if agreed upon by the employee, anytime within the six week posted shift schedule that the statutory holiday falls.
- 26.08 If the statutory holiday as set out in Article 26.07 cannot be re-scheduled, the employee will claim their shift hours as if they worked that day at straight time.

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.
- 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 40 and the Employer shall continue to make the pension contribution set out in Article 40 provided the Employee makes his or her pension contributions. The employee shall continue to accumulate seniority, benefits pursuant to Article 40, and vacation entitlements 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 An employee may be granted three (3) days paid leave for needs directly related to the birth of their 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.
- 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 per cent (100%) of their regular rate of pay by using some or all of their accumulated vacation days and banked overtime.

ARTICLE 28 - Sick Time

- 28.01 Each employee shall receive 64 hours Sick Leave (8 days) per calendar year and be allowed to carry over the hours each year of employment with the employer. Such credits shall not be earned into the next fiscal year until the employee has worked (20) consecutive days of employment in the next fiscal year. Earned credits will be pro-rated for the current year upon the employee returning to work.
- 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 on duty 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 and not paid under any circumstances.
- 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, supported by a legally qualified practitioner's medical certificate as applicable, 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 two (2) consecutive shifts due to sickness, the Employer may require the employee to provide a certificate from a legally qualified medical practitioner certifying that the employee is unable to attend to official duties. The cost of the certificate requested shall be borne by the Employer.
- 28.09 Employees who are on sick leave will be entitled to claim their hours earned at straight time if working beyond a scheduled 240 hours at the end of the posted six (6) week schedule.
- 28.10 Employees who call in sick but who have exhausted all sick leave credits will not be paid for such sick day(s), nor will they be allowed to claim accrued hours at straight time rates at the end of the posted six-week schedule, unless:
- (a) They provide a medical certificate at their own expense certifying illness, and;
 - (b) They have hours in their overtime and/or vacation banks and authorize the Employer to use such banked hours to replace the hours of sick time taken.

For clarity, employees who satisfy the conditions of (a) and (b) shall be paid for the sick days taken and shall be allowed to claim accrued hours at straight time rates.

ARTICLE 29 - Benefits, Short Term and 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 and who has applied and has been approved for insurance coverage through the provider contracted is entitled to a leave-of-absence with pay with regular salary for the waiting period set in place by the insurance provider up to a maximum of five (5) eight (8) hour working days (40 hours total) 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 has been on leave with pay awaiting acceptance of his or her application for disability benefits, and is subsequently denied such benefits by the insurer, shall reimburse the Employer for such leave with pay from the employee's accumulated attendance credits, or by deductions from wages, as mutually agreed upon by the parties.
- 29.05 Article 29.04 does not apply to an employee who qualifies for and receives benefits under the Short-Term or Long-Term Income Protection Plan.
- 29.06 While on Short-Term or Long-Term Disability, when there is a change in the employee's medical condition that would:
- (a) Permit the employee to return to full duties; or
 - (b) Permit the employee to return to work in an accommodated work environment; or
 - (c) Estimate or change the estimate of the employee's return-to-work-date.

The employee will immediately report that change to the employer, supported by a legally qualified practitioners' medical certificate and/or Functional Abilities Form, as applicable.

- 29.07 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.
- 29.08 An employee who is on leave of absence with pay under this Article, that commences in one year calendar year and continues into the next calendar year, is not entitled to leave of absence with pay under Article 29.02 until the employee has completed twenty (20) consecutive working days of employment.

ARTICLE 30 - Work Place Safety and Insurance Board Benefits

- 30.01 An employee who is absent from duty as a result of a work-related illness or injury shall:
- (a) Promptly comply with the stipulations of Workplace Safety and Insurance Act (WSIB) but nevertheless will continue to receive the employee's regular salary for up to fifteen (15) working days, which may be extended if WSIB has not made a decision within the fifteen (15) working days. Once the Employer receives confirmation from WSIB that the employee has been awarded income replacement benefits, such benefits that are received by the Employer on behalf of the employee shall be paid directly to the employee.
 - (b) When an award is made, the employee shall continue to receive full coverage of this Agreement and the Employer shall continue all benefits and pension contributions as if the employee was not absent.
 - (c) When an award is made, the employee shall continue to accrue service and seniority.
 - (d) When an award is made, the employee shall continue to earn their annual vacation and sick leave credits for a period not exceeding one hundred and thirty (130) working days. This period may be continuous or an accumulation of several absences.
 - (e) Employees may increase their receipt of benefits in this Article to one hundred per cent (100%) of their regular rate of pay by using any, some, or all of their accumulated earned banks.
 - (f) For any award which is denied under the WSIB, any payments made under the foregoing provisions shall be owed to the Employer and may be repaid by the employee by having a corresponding deduction made from the employee's attendance credits that have been earned, or a deduction from future pay. The method and term of such repayment shall be mutually agreed upon by the Employer and employee.

ARTICLE 31 - Accommodation / Reinstatement

- 31.01 The parties acknowledge that the Employer has a duty to accommodate and the Union has an obligation to assist in that accommodation, consistent with the Canadian Human Rights Act and the evolving jurisprudence. In situations where an employee requires an accommodation, the Employer, the Union and the employee shall meet and make every reasonable effort to reach the required resolution.

- 31.02 Where an employee recovers from a disability, and can perform the employee's regular occupation, the employee shall give the Employer two weeks notice of his or her intent return to work, unless there is a valid reason why such notice cannot be given, and the Employer shall return the employee to the employee's regular occupation.
- 31.03 Where an employee recovers from a disability, but cannot perform the employee's regular occupation, but can return to modified duties, the employee shall give the Employer two weeks notice of his or her intent to return to work, unless there is a valid reason why such notice cannot be given, and the Employer shall make its best efforts to provide the employee with employment for which the employee is reasonably trained, educated, and experienced, with no loss of salary and benefits. The suitability of such employment shall be determined upon agreement of the Employer, the employee, and the Alliance.
- 31.04 If an employee is incapable of performing the core duties of his/her regular employment despite the best efforts of the Employer to accommodate the employee to the point of undue hardship, the Employer may place the employee in another position at the rate of pay for that position.
- 31.05 The Employer will provide training to any employee who, to be accommodated in accordance with 31.02 and 31.03 above, requires such training, and time spent by the employee in such training shall be considered time worked.

ARTICLE 32 - Bereavement Leave/Compassionate Leave

- 32.01 In the event of the death of a member of the employee's immediate family, an employee shall be entitled to up to five (5) scheduled shifts of leave of absence with pay, so that in combination with scheduled days of rest, the employee shall have a minimum of seven (7) consecutive days away from the workplace, immediately following the day of the death. If the funeral is five hundred (500) kilometers or more from the employee's home, for the purpose of travelling, the employee shall have a minimum of nine (9) consecutive days away from the workplace.
- 32.02 Notwithstanding the provisions of 32.01 above, an employee may defer a portion of the paid bereavement leave for the purposes of attending a funeral, memorial, or other related service, upon written request to the Chief of Police.
- 32.03 For the purpose of Articles 32.01 and 32.02, immediate family is defined as the employee's 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, step-son, step-daughter, brother, sister, step-brother, step-sister, brother-in-law, sister-in-law, ward, guardians, step-

grandparents, step-grandchildren, grandchildren and the grandparents of the employee and spouse and any other person with whom the employee permanently resides.

- 32.04 An employee shall be entitled to one (1) day of leave of absence with pay in the event of the death of an aunt, uncle, first cousin, niece or nephew of the employee or spouse. If the funeral is five hundred (500) kilometers or more from the employee's home, for the purpose of travelling, the employee shall have a minimum of three (3) consecutive days away from the workplace.
- 32.05 An employee may request in writing additional paid leave for necessary travelling time and/or for observance of First Nations bereavement customs, and such request shall not be unreasonably denied.
- 32.06 Bereavement leave will not be pro-rated for an employee in a compressed work week arrangement.

Compassionate Leave

- 32.07 The Chief of Police may grant leave-of-absence with pay to an employee for not more than four (4) scheduled shifts in any calendar year for any special or compassionate ground, upon written request by the employee. Such leave shall not be dependent upon nor charged against accumulated credits of the employee.
- 32.08 Upon written request by the employee, an extended 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) more than six (6) months with the approval of the Treaty Three Police Services Board.
- 32.09 Leave of absence without pay and without accumulation of credits may be granted to an employee by the Chief of Police, upon written request of an employee.

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; or

- (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 of service (pro-rated for partial years of service), 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) Resignation

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

33.03 The calculation related to severance pay shall be based on the annual salary the employee was receiving when the employee ceased 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 Bargaining 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 and agrees to return to work for the employer for not less than two years following the earning of the degree, otherwise the tuition paid by the employer will be refunded; and

- (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, and request for such leave shall not be unreasonably denied.
- 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 approval of the Chief of Police, and request for such leave shall not be unreasonably denied.
- 34.04 No employee shall be absent 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 placed 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.
- 35.02 An employee who is required, upon referral from his or her health care professional, to attend a medical appointment with a specialist for a service that is not available in the employee's general area of residence, shall be entitled to leave with pay for one (1) shift per year for such appointment. Additional paid leave days may be granted at the discretion of the Chief of Police. The employee shall provide as much notice as possible for such appointments.

ARTICLE 36 - Family-Related Responsibility Leave

36.01 Employees shall be granted up to 24 hours of leave with pay per calendar year for Family-Related responsibilities under the following circumstances:

- (i) To take a family member for medical or dental appointments, or for appointments with school authorities or adoption or family services agencies, or to attend a school function;
- (ii) To provide for the immediate and temporary care of a sick member of the employee's family and to provide an employee with time to make alternate care arrangements where the illness is of a longer duration;
- (iii) To provide for the immediate and temporary care of an elderly member of the employee's family.

36.02 Such leave may be taken on an hourly basis and shall not be carried over.

36.03 The employee shall give their immediate supervisor as much written notice as possible for such leave, unless there is a valid reason why such notice cannot be given.

ARTICLE 37 - Compassionate Care Leave

37.01 An employee who is eligible to receive Employment Insurance compassionate care benefits shall be granted leave without pay for a period of up to eight (8) weeks for Compassionate Care Leave. The purpose of such leave is to provide or support for a family member who has a serious medical condition with significant risk of death in the next twenty-six (26) weeks.

37.02 The employee must provide proof that he/she has applied for Employment Insurance compassionate care leave benefits.

37.03 Such employee shall receive from the Employer fifty per cent (50%) of his/her regular rate of pay for the two-week waiting period for receipt of employment insurance benefits.

37.04 Upon written request, employees may increase their Employment Insurance benefits by using some or all of their accumulated vacation credits or banked time.

37.05 Employees may take compassionate care leave in increments of one week or more.

37.06 Employees may change their return to work date.

- 37.07 For the purpose of this Article, "Family" is defined as in Section 23.1 (1) of the Employment Insurance Act.
- 37.08 Employees can also receive compassionate care benefits to care for a gravely ill person who considers them as a family member, such as a close friend or neighbor. A signed "Compassionate Care Benefits Attestation" is required from the gravely ill person or their representative.

ARTICLE 38 - Leave for Ceremonial and Cultural Pursuits

- 38.01 Employees shall be granted up to 24 hours leave without pay per calendar year or, at the discretion of the employee, may use banked paid leave, for the purpose of celebrating or participating in ceremonial or cultural events or activities, provided that;
- (i) The employee has given their immediate supervisor a minimum of two (2) weeks written notice that they wish to take ceremonial or cultural leave, unless there is a valid reason why such notice cannot be given; and
 - (ii) The Chief of Police has approved the leave, subject to operational requirements, and such approval shall not be unreasonably withheld.
- 38.02 Such leave may be taken on an hourly basis and shall not be carried over into the next calendar year.

ARTICLE 39 - Entitlement on Death

- 39.01 Where an employee dies while in the employment of the Treaty Three Police Service, the Employer shall pay to the deceased person's named beneficiary or, if there is no named beneficiary, to the employee's estate, 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 including any overtime earned or banked for the period, and vacation credits earned.
- 39.02 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 40 - Pensions

- 40.01 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.
- 40.02 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.
- 40.03 Upon retirement of an employee, the pension benefits to which the employee would be entitled shall be determined by the Ontario Pension Board.
- 40.04 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 41 - Employment Records

- 41.01 Upon written request, an employee will be granted access to his/her own personnel file at the Employee's Sub-Division. This access is available at the time of the employee's evaluation. Access may be granted at any other reasonable time of the year, such access not to be unreasonably denied.

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

- 41.02 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; and
- (e) All records of any discipline 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.

ARTICLE 42 - Layoff and Recall

42.01 The Employer may lay off one or more employees providing the following:

- (a) The Employer agrees that layoffs shall take place only in the event of financial duress of the Service;
- (b) The Employer shall provide the Union with three (3) months notice of layoffs;
- (c) The parties shall meet within two (2) weeks of notice being given to consult meaningfully on alternatives to layoffs and shall make every reasonable effort to limit adverse effects on employees;
- (d) If layoffs cannot be avoided following the consultation process above, the Employer shall provide employees with not less than forty-five (45) days notice prior to the effective date of layoff;
- (e) Layoffs shall be in the following order:
 - (i) contract and/or term employees;
 - (ii) part-time employees;
 - (iii) full-time employees.
- (f) In each category in e) above, employees shall be laid off in inverse order of seniority, provided that the next senior employee possesses the necessary knowledge, skills, qualifications, abilities and willingness to perform the work available, or can possess such necessary qualifications and abilities after a reasonable period of training.

42.02 Subject to Article 42.01, employees on layoff possessing the necessary knowledge, skills, qualifications, abilities and willingness to perform the work available, shall have the right of recall for positions which become available during or after the layoff, in reverse order of layoff.

42.03 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.

- 42.04 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 the expiry of recall rights referred to in Article 42.03.
- 42.05 Where an employee is to be recalled, he or she shall be informed of the recall by written notice. A notice by registered mail 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 receipt of the recall notice that he or she accepts the recall and will recommence employment on the date and at the 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 terminated where the employee has not provided written acceptance of the recall.
- 42.06 Other than the right of recall and the benefits provided in this Article, during the period an employee is laid off, he or she shall not be entitled to any of the benefits in this Collective Agreement.
- 42.07 An employee on layoff shall be compensated for court attendance required as a result of the performance of police duties at straight time and the hourly rate the employee earned prior to lay-off.

ARTICLE 43 - Resignations

- 43.01 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 of Police, given either directly by the employee or by the Alliance.

ARTICLE 44 - Labour / Management Committee

- 44.01 The parties agree to establish a Labour-Management Committee consisting of an equal number of representatives of the Union and the Employer. The purpose of such committee is to share information and to resolve any problems which may arise.
- 44.02 Such committee shall meet at least once every six (6) months and more frequently as the need arises. A request by one party that a Labour-Management Committee meeting be convened shall not be unreasonably denied by the other party.
- 44.03 The Committee shall not discuss any grievance after it is filed in writing at

Step Two of the Grievance Procedure as provided for in Article 46.05.

- 44.04 Formal minutes of Labour–Management Committee meetings shall be kept by the Employer and shall be distributed to all members of the committee within seven (7) days following the meeting. If there is disagreement about the minutes, the minutes shall be amended, or the members disagreeing with the minutes shall be entitled to append their comments to the formal document.

Management Team Meetings

- 44.05 The Alliance shall be entitled to up to two seats, plus an additional seat as required for the PSAC Regional Representative, at the monthly Treaty Three Police Service Management Team Meetings (MTM). Such meetings are held on the third Thursday of every month, with the exception of December, July and August, to raise and discuss matters of mutual concern. The Alliance representatives will not be voting members of the MTM, but active participants. The Employer reserves the right to reschedule or cancel any MTM in any given month due to other duty-related commitments or lack of agenda items.
- 44.06 As per the established MTM guidelines, four (4) days prior to any MTM the representatives of the Employer and of the Alliance shall advise each other in writing of the matters they wish to place on the agenda for discussion.

Training Committee Meetings

- 44.07 The Alliance shall have a minimum of one (1) to a maximum of two (2) representatives on the Employer's Training committee, to make recommendations as to candidate selection for training. The Training Committee will forward its recommendations to the Chief of Police for consideration. The Chief of Police reserves the right to make the final selection based on the needs of the Service and not that of the employee.

Attendance at Meetings

- 44.08 Time spent by committee members attending or travelling to or from Labour-Management, MTM or Training Committee meetings shall be considered time worked.

ARTICLE 45 - Health & Safety

- 45.01 The Employer and the Alliance acknowledge and agree that:
- (a) All rights, privileges, and obligations established under the Canada Labour Code Part II, and any amendments and regulations thereto 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.

45.02 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 individual detachments, and consent to the creation of one Committee for all worksites of the Employer in Kenora Sub-Division and one Committee for all worksites in South Sub-Division.

ARTICLE 46 - Grievance Procedure / Arbitration

46.01 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.

46.02 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 Nation policing, and respectful dispute resolution.

46.03 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.

46.04 **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.

46.05 If, within thirty (30) 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 of Police shall deliver a decision in writing within twenty (20) calendar days from the date of the filing of the grievance at Step Two.

46.06 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 thirty (30) 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 twenty (20) 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 thirty (30) 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 twenty (20) calendar days following the day on which the written grievance was filed.

46.07 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.

46.08 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 Union shall, at its option, be entitled to representation by a PSAC Regional Representative at such meeting.

The Board will respond with its written decision within thirty (30) 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. Other Chair mutually agreed upon by the parties

46.09 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.

46.10 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.

46.11 No single arbitrator or panel shall be authorized to make any decisions inconsistent with the provisions of this Agreement, nor to alter, modify, add to, or amend any party of this Agreement. The decision of the arbitration panel, or arbitrator, is final and binding on the parties.

46.12 Matters may not be submitted to arbitration which have not been properly carried through all requisite steps of the Grievance Procedure herein before.

46.13 **Grievances Arising after a Public Complaint**

- (a) 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.
- (b) The parties agree that the present Code of Conduct and Public Complaints Process are policies of the Employer that have been developed and any amendments thereto are an effort to comply with the aforesaid responsibility.
- (c) The Employer agrees that it will make all reasonable efforts (during the term of this Collective Bargaining 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.
- (d) 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 47 - Information and Dues Check-Off

- 47.01 At the request of the Alliance, the Employer shall provide to the Alliance, as soon as possible and in any event within sixty (60) days, the following information, in writing:
- (a) The last audited financial statement of the Service; and
 - (b) The most recent demographic information with regards to the employees of the Service.
- 47.02 The Employer shall supply the Alliance, biweekly, with the name, address, and classification of each employee, and the Employer will, as a condition of employment, deduct an amount equal to the monthly membership dues from the pay of all employees in the Bargaining Unit. Where an employee does not have sufficient earnings in respect of any pay period to permit deductions made under this Article, the Employer shall not be obligated to make such deduction from subsequent salary.
- 47.03 The Alliance shall inform the Employer, in writing, of the authorized monthly deductions to be checked off for each employee. For the purposes of applying deductions from the pay for each employee, in respect of each pay period, the deductions will start from the first full calendar month pay period of employment, to the Comptroller of the Alliance, Public Service Alliance of Canada, 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 48 - Copies of Agreement and Distribution

- 48.01 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 49 - Secondary Employment

- 49.01 An employee may be allowed to participate in and/or enter into secondary employment while that employee is on scheduled Rest Days, Vacation, Statutory Holidays, or during any time in between their Regularly Scheduled Shifts in accordance with Part II, Section 11 of the Treaty Three Police Service Code of Conduct.

ARTICLE 50 - Term of Agreement

- 50.01 This Agreement is effective December 3, 2012 and shall remain in effect for a period from April 1, 2011 to March 31, 2014.

50.02 Within four (4) months of the expiry of this Agreement, either party may serve notice to the other party of its desire to amend this Agreement. This Agreement shall remain in effect after the expiration date until it is replaced by a new Agreement.

TREATY THREE POLICE SERVICE RETENTION INCENTIVE		
	Annual	<i>For the purpose of T3PS Retention Incentive premium, length of service with Treaty Three Police Service <u>only</u> will be recognized.</i>
8 – 16 years at Treaty Three Police Service	2,505	<i>Exception being the original members that were transferred from the OFNPA in April 2003 and remained in the employment of Treaty Three Police since such time.</i>
16 – 23 years at Treaty Three Police Service	5,009	
23+ years at Treaty Three Police Service	7,514	<i>Incentives are included in the salaries below.</i>

TREATY THREE POLICE SERVICE CONSTABLE SALARY GRID January 1 2013 – March 31 2014				
CLASSIFICATION		SALARY		
		Annual	Bi-Weekly	Hourly
First Class	23+ years of service	90,997	3,487.90	43.60
First Class	16 to 23 years of service	88,492	3,391.90	42.40
First Class	8 to 16 years of service	85,988	3,295.90	41.20
First Class	3 to 8 years of service	83,483	3,199.90	40.00
Second Class	24 to 36 months of service	74,304	2,848.08	35.60
Third Class	12 to 24 months of service	66,790	2,560.06	32.00
Fourth Class	3 to 12 months of service	58,437	2,239.90	28.00
Probationary	Training at OPC	45,833	1,756.76	21.96

**TREATY THREE POLICE SERVICE
SERGEANT I SALARY GRID
January 1 2013 – March 31 2014**

CLASSIFICATION		SALARY		
		Annual	Bi-Weekly	Hourly
Sergeant I	23+ years of service	101,850	3,903.88	48.80
Sergeant I	16 to 23 years of service	99,345	3,807.88	47.60
Sergeant I	8 to 16 years of service	96,841	3,711.88	46.40
Sergeant I	3 to 8 years of service	94,336	3,615.88	45.20

**TREATY THREE POLICE SERVICE
SERGEANT II SALARY GRID
January 1 2013 – March 31 2014**

CLASSIFICATION		SALARY		
		Annual	Bi-Weekly	Hourly
Sergeant II	23+ years of service	95,171	3,647.90	45.60
Sergeant II	16 to 23 years of service	92,666	3,551.90	44.40
Sergeant II	8 to 16 years of service	90,192	3,455.90	43.20
Sergeant II	3 to 8 years of service	87,657	3,359.90	42.00

APPENDIX B
Quarter Master Inventory List
Officer Initial Issue

DESCRIPTION	QUANTITY	ORIGINAL	REPLACEMENT	COMMENT
Armloc Security Box	1	1	Original Issue	
Asp	1	1	Original Issue	Defective
Asp Holder	1	1	As req	
Badge Wallet	1	1	“	
Ball caps	1	1	“	
Boots-Hi-Viper (Summer)	1	See comment	2 yrs	Choice Hi vs. Low
Boots-Lo-Viper (Summer)	1	See Comment	“	Choice Hi vs. Low
Boots-Winter Viper	1	1	“	
Boots-Sorels (upon req.)	Upon Request	See Comment		Sgt. Approval as Necessary
Body Armour	1	1	5 yrs	Upon Expiry
Ceremonial Belt	1	1	Original Issue	
Collar Pins (Dress)	2	2	Original Issue	
Duty Belt-Inner	1	1	As req'd	
Duty Belt-Outer	1	1	As Req'd	
Belt Keepers	4	4	As req'd	
Flashlight & Case	1	1	As req'd	
Forge Peak Cap & Badge	1	1	As req'd	
Fur Hat	1	1	As req'd	
Gloves-White (Dress)	1	1	Original Issue	Soiled
Gloves-Winter	1	1	Yearly	
Gloves-Tactical Search	1	1	As re'd	
Handgun	1	1	As req'd	Defective
Handcuff Holder	1	1	As req'd	
Handcuffs	1	1	As req'd	Defective
Holster-Level III	1	1	As req'd	
Jacket 3-in-1	1	1	5 yrs	
Lanyard	1	1	Original Issue	
Magazine (.40 cal)	3	3	Original Issue	
Magazine Holder	1	1	As req'd	
Nametag	1	1	As req'd	
Notebook	2	2	As req'd	
Notebook Cover	1	1	As req	
Pepper Spray	1	1	Issue – as needed	Upon Expiry
Pepper Spray Holder	1	1	As req'd	
Pins (Shoulder #1 Dress)	2	2	Original Issue	

Radio Holder	1	1	As req'd	
Radio-Tait T300II	1	1	Original Issue	Individual Ownership
Shirt-Long Sleeve	5	5	2 yrs	
Shirt-Short Sleeve	5	5	2 yrs	
Suspenders	1	1	As req'd	
Dickies - Turtleneck	2	2	As req'd	
Sweater	1	1	5 years	
Tie	3	3	As req'd	
Tie Tac	1	1	As req'd	
Trigger Lock	1	1	Original Issue	
Trousers-Cargo	3	3	2 yrs	
T-Shirts (recruits –Sunset Silk Screening)	3	3	Original OPC ONLY	
Tunic (Dress)	1	1	Original Issue	
Formal #1 Dress Shoe	1	1	As req'd	
Arctic Parka	N/A	N/A	As Req'd	Det Issue
Snow Mobile Helmet	N/A	N/A	As Req'd	Det Issue
Snow Mobile Mitts	N/A	N/A	As Req'd	Det Issue

APPENDIX C

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

- (i) One and one-quarter (1-¼) days per month during the first eight (8) years of continuous service.
- (ii) One and two-thirds (1-2/3) days per month upon completion of eight(8) years of continuous service.
- (iii) Two and one-twelfth (2-1/12) day per month upon completion of fifteen (15) years of continuous service.
- (iv) Two and one-half (2-1/2) days per month upon completion of twenty four (24) years of continuous service.
- (v) Two and eleven-twelfth (2-11/12) days per month upon completion of thirty (30) years of service.

MEMORANDUM OF UNDERSTANDING GPS-Officer Safety

The Employer agrees to inform the Local Union of any change to the agreement between the Treaty Three Police Service and the Thunder Bay Provincial Communications Centre to allow the Centre direct access to the GPS system for the sole purpose of verifying an officer's location for safety reasons when the officer cannot be reached by normal means of communication.

MEMORANDUM OF UNDERSTANDING Treaty Three Police Service Field Coaching Program

The parties agree that within sixty (60) days of ratification of this Collective Agreement, a committee consisting of representatives of the Employer and the Union shall meet to review the existing coaching manual to ensure its suitability for the specific needs of the Treaty Three Police Service.

The committee shall meet at least once every three (3) months to fulfil these obligations with a goal of adopting an appropriate manual within two (2) years of ratification of this Collective Agreement.

MEMORANDUM OF UNDERSTANDING

Contract Officers

1. This Memorandum of Agreement applies to all positions within the bargaining unit which are not funded by the tripartite funding agreement under the First Nations Policing Policy.
2. Where Treaty Three Police Service receives funding to staff positions outside of the funding received under the tripartite agreement, such positions shall be staffed by offers of employment for the duration of the funding to a maximum of two (2) years. These positions shall be posted in accordance with the provisions of Article 15 - Promotions, Transfers and Job Postings.
3. Once a position has been filled, the incumbent's contract may be extended, without competition, if the funding for the position is renewed. The position must be identical to that previously held by the incumbent in order for the contract to be renewed without competition.
4. The provisions of Article 29 - Benefits, Short-Term and Long-Term Disability; Article 37 – Pensions; and Appendix A – Rates of Pay, shall not apply to these positions, except in accordance with Point #7 below. It is understood that the Employer shall compensate these employees to the fullest extent possible with the available funding, but may not be able to match all terms and conditions of employment enjoyed by permanent full-time employees in the bargaining unit. All other Articles of the Collective Agreement shall apply in their entirety to these positions.
5. The Union shall be provided with the funding document, a job description, and the Employer's proposal for compensation for every newly created contract position.
6. Where a contract position becomes vacant and continues to be funded, it shall once again be subject to competition. Preference shall be given to existing employees of the bargaining unit who have the necessary qualifications to fill the position, in accordance with Article 15 - Promotions, Transfers and Postings. Treaty Three Police Service may only hire from outside the bargaining unit where there are no qualified internal applicants.
7. Where an existing permanent employee is the successful applicant on a contract position, time spent working in such position shall be considered time worked as a full-time continuing employee, and all Articles of the Collective Agreement shall apply. Permanent employees shall retain the right to return to their substantive position and shall be returned to it upon completion of their contract. Permanent employees may only be returned to their substantive position prior to the completion of the contract by mutual agreement. To ensure that Treaty Three Police Service has adequate Human Resources to cover a permanent employee vacancy who is the successful employee on contract, Treaty Three Police Service reserves the right to hire an experienced officer externally to fill the permanent position while vacant having regard for point #4.

8. This Memorandum of Agreement shall form part of the Collective Agreement between the parties.

Transitional Provisions

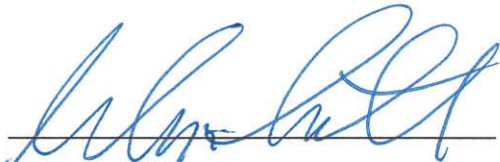
1. All incumbents currently holding contract positions shall be retained in those positions, subject to continuing funding, and the positions shall not be open to competition until they become vacant.
2. Within thirty (30) days of the signing of this Memorandum, the Union shall be provided with copies of all contracts currently in effect. Where there is any variance between the terms and conditions of the contract and this Memorandum of Agreement, the terms and conditions of this Memorandum shall prevail. For further clarity, all contract employees shall be subject to all provisions of the Collective Agreement except Articles 29, 37 and Appendix "A".
3. Once the existing contracts of employment have expired, all new contracts must be issued in accordance with this Memorandum of Agreement.

**MEMORANDUM OF UNDERSTANDING
Joint Union-Management Committee on Benefits**

The parties agree that within six months of a new Collective Agreement being signed they will strike a joint committee consisting of equal numbers of representatives of the Employer and the Union to review the benefits plan cited in Article 29 of this Collective Agreement, with a view to updating and improving the plan. The parties will make every reasonable effort to arrive at mutually agreeable recommendations to either the Treaty Three Police Services Board or to the bargaining committees of the Employer and the Union no later than March 31, 2014.

Signed in Kenora, Ontario, this 31st day of December, 2012.

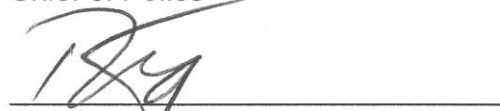
TREATY THREE POLICE SERVICE
(EMPLOYER)



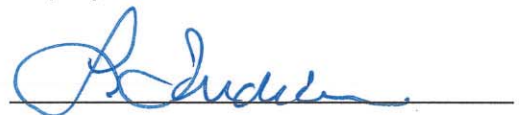
Wayne Smith
Board Chairperson



H. C. (Conrad) DeLaronde
Chief of Police



Terry Armstrong
Deputy Chief of Police

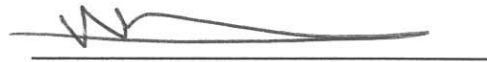


Larry Indian
Deputy Chief of Police

PUBLIC SERVICE ALLIANCE
OF CANADA (UNION)



Sharon DeSousa
PSAC Regional Executive Vice-President



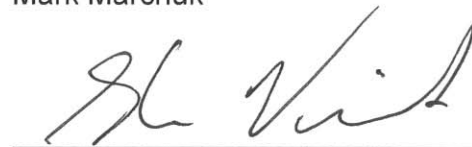
Mike Bennett



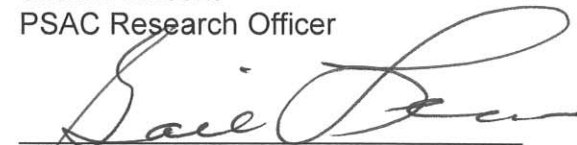
Carl Bryant



Mark Marchuk



Shawn Vincent
PSAC Research Officer



Gail Lem
PSAC Negotiator