

---

RECEIVED  
11/29/07

# COLLECTIVE AGREEMENT

---

This Collective Agreement entered into this        day of        , 2007.

By and Between:

**The Nishnawbe-Aski Police Service Inc.**

(hereinafter called the Employer  
of the First Part)

- and -

**Public Service Alliance of Canada**

(hereinafter called the Alliance  
of the Second Part)

**13214 (03)**

# COLLECTIVE AGREEMENT

## - INDEX -

<b>ARTICLE</b>	<b>TITLE</b>
1	Purpose and Scope of the Agreement
2	Application
3	Recognition and Definitions
4	Management Rights
<b>ALLIANCE MEMBERSHIP</b>	
5	<b>Alliance</b> Membership
6	Employee Representatives for the Alliance
7	Leave for Alliance Business
8	Employer Information to the Alliance
<b>HOURS OF WORK AND COMPENSATION</b>	
9	Hours of Work
10	Salaries and Wages
11	Shift Premiums
12	Remote/ Isolation Pay
13	Overtime
14	Standby Pay
15	Acting Rank or Position/ Acting Pay
16	Call Outs
17	On-Call Premium

ARTICLE	TITLE
18	Service Pay and Qualification Badges
19	Senior Constable Designation
20	Plainclothes Duty
21	Court Time
22	Severance Pay
LEAVE	
23	Statutory Holidays
24	Vacations
25	Sick Leave Credits
26	Marriage Leave
27	Pregnancy Leave
28	Parental Leave
29	Compassionate / Bereavement Leave
30	Education Leave and Development
BENEFITS	
31	Pensions
32	Legal Indemnification
33	Medical/ Dental Appointment
34	Employee Benefit Plan
35	Workplace <b>Safety</b> and Insurance <b>Board Benefits</b>
36	Accommodation / Reinstatement
EMPLOYEE RIGHTS	
37	Harassment and Sexual Harassment
38	No Discrimination

<b>ARTICLE</b>	<b>TITLE</b>
39	Resignations
40	Restructuring
41	Technological Change
42	Layoff and Recall
43	Dispute Resolution Procedure
44	Established Privileges
45	Employment Records

#### COMMITTEES AND TERM OF AGREEMENT

46	Labour / Management Committee
47	Health and Safety Committee
48	Severability of Terms
49	Copies of Agreement and Distribution
50	Term of Agreement

#### APPENDICES ATTACHED

A	Salaries and Wages
B	Vacation Leave
C	Established Privileges
D	Health and Safety Agreement pursuant to Section 137 of the Canada Labour Code / Order dated May 24, 2007
E	Letter of Understanding with respect to Pension Credits
F	Benefit Summary
G	Memorandum of Understanding with respect to Shift Schedules, On-Call Issues, Staffing and Transfers ref. Labour Management Committee
H	Memorandum of Understanding with respect to Ontario Police College Certification

## **Article I: Purpose and Scope of the Agreement**

1.01 The purpose and scope of this Agreement is to maintain harmonious and mutually beneficial relationships between the Nishnawbe-Aski Police Service Inc. (the Employer), the Employees, and the Alliance and to set for certain terms and conditions of employment agreed upon in collective bargaining and ensure that 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 Nishnawbe-Aski Police Service Inc.

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

## **Article 2: Application**

- 2.01 The provisions of this Agreement apply to the Alliance, Employees, and the Employer.
- 2.02 Except as otherwise noted in this Agreement, notification to the Employer by the Alliance shall be made to the Nishnawbe-Aski Police Service Inc., Attention: Chief of Police.
- 2.03 No Bargaining Unit Member shall enter into any other Agreement with the Employer.

### **Article 3: Recognition and Definitions**

- 3.01 The Employer recognizes the Alliance as the exclusive Bargaining Agent with respect to all matters for all Police Employees of the Employer, except inspectors and those who hold rank above Inspector.
- 3.02 “Continuous Employment” means all employment with the Nishnawbe-Aski Police Service Inc. and all other Police Services.
- 3.03 The term “Employee” whenever herein used shall mean only those full-time Employees within the Bargaining Unit as described in Article 2.01.
- 3.04 “Leave” means authorized absence from duty by an Employee during his/her regular or normal hours of work.
- 3.05 The term “Probationary Employee” whenever herein used shall mean each new Employee who is hired to do bargaining unit work and has not completed nine (9) months of continuous employment with the Employer. The Alliance acknowledges and agrees that until the Employee completes nine (9) months of continuous employment with the Employer, they may be terminated by the Employer if the Employer in its sole discretion determines that they are unable to perform the duties of the position. The Probationary Employee shall not be entitled to file a Grievance for termination of employment. Provided, however, that when employment continues for more than nine (9) months, then length of service, vacation credits, and other benefits contained in this Agreement shall be calculated and shall accrue from the date of hire.
- 3.06 The term “Police Service” whenever hereinafter used shall mean the Nishnawbe-Aski Police Service Inc, the Employer.
- 3.07 Wherever applicable in the Agreement, the singular shall include the plural.
- 3.08 “Chief of Police” means the Chief of Police from time to time, of the Nishnawbe-Aski Police Service Inc., the Employer, and shall include the Deputy Chief of Police when acting in the place and stead of the Chief of Police.
- 3.09 “Spouse” will, when required, be interpreted to include “Common Law Spouse”.
- 3.10 “Common Law Spouse” relationship exists, when, for a continuous period of at least one year, an Employee has lived with a person and represented that person to be his/her spouse and continues to live with the person as if that person were his/her spouse.
- 3.11 “Vacancy” means any unoccupied position in the Bargaining Unit of the Employer whether newly created or otherwise.

- 3.12 "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.
- 3.13 "Group Grievance" means a complaint common to four **(4)** or more Employees, made in writing, concerning a working condition or term of employment that is applicable to Employees covered by this Agreement.
- 3.14 "Grievor" means a person who has filed a grievance under this Collective Agreement.
- 3.15 Any expression of the male gender shall also include the female gender in its application and vice versa.

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



## Article 4: Management Rights

- 4.01 A. The Alliance recognizes and acknowledges that the management and direction of the operations of the Employer, and the supervision and direction of the Employees of the Employer are fixed exclusively with the Employer, and that it is the exclusive function of the Employer to hire, retire, promote, demote, lay off, recall, transfer, classify and suspend, discipline or discharge any Employee for just cause, subject to the terms of this Collective Agreement. Without restricting the generality of the foregoing, the Employer reserves the right to:
- (a) Contract for the provision of services with private organizations, from time to time;
  - (b) Restructure, from time to time, the police service to accord with available funding; and
  - (c) Unilaterally change hours of work where required for budgetary reasons.
- 4.02 B. The Employer agrees that prior to exercising its Rights under Article 2.01 A. (a), (b), and (c), above, that it shall first notify the Alliance by giving the Alliance at least six (6) months' notice of the Employer's intended action, and together with the Alliance, will attempt to resolve any issues which adversely affect the Bargaining Unit Employees.
- 4.03 The Alliance agrees that, subject to the terms and provisions of this Agreement, the Employer has the exclusive right to establish rules, regulations, practices, and policies to be observed by the Employees in the Bargaining Unit.
- 4.04 If an Employee/Alliance claims that the Employer has exercised any of the functions outlined in Sections 2.01 and 2.02 in violation of this Agreement, then such a claim may be the subject of a Grievance under the provisions of the Grievance procedure outlined in this Collective Agreement.
- 4.05 Should the Chief of Police request, demand, or order a Duty Report from the Employee, the Duty Report shall contain the following header:
- "This report is made at the direction of the Chief of Police or his designate of the Nishnawbe-Aski Police Service Inc. and is made without prejudice. I object to and claim privilege from the use of all, any part, or parts of this statement in any proceeding whether criminal or civil and including disciplinary proceedings, or any investigation or inquiry. Subject to the above, I submit the following."*

## **Article 5: Alliance Membership**

- 5.01 The Employer agrees to provide each new Employee with a copy of this Collective Agreement and shall allow all new Employees the opportunity to meet with an Alliance Representative after the date of their hire. This meeting may occur on Nishnawbe-Aski Police Service Inc. properties and shall occur during working hours, but shall not exceed two **(2)** hours in length.
- 5.02 Subject to the provisions of this Article, the Employer agrees to supply the Alliance, quarterly, with the names, addresses, and classification of each new Employee, and the Employer will, as a condition of employment, deduct an amount equal to the monthly membership dues from the monthly pay of all Employees in the Bargaining Unit. Where an Employee does not have sufficient earnings in respect of any month to permit deductions made under this Article, the Employer shall not be obligated to make such deduction from subsequent salary.
- 5.03 The Alliance shall inform the Employer, in writing, of the authorized monthly deduction to be checked off for each Employee.
- 5.04 For the purpose of applying Clause 3.02, deductions from pay for each Employee, in respect of each calendar month, will start from the first full calendar month of employment, to the extent that earnings are available.
- 5.05 The amounts deducted, in accordance with Clause 3.02, shall be remitted to the Comptroller of the Alliance, Alliance Building, 233 Gilmour Street, Ottawa, Ontario K2P 0P1, by cheque, within a reasonable period of time after deductions are made, and shall be accompanied by particulars identifying each Employee and the deductions made on the Employee's behalf.
- 5.06 As a condition of employment, every existing and new member shall become and remain a member in good standing of the Alliance.

10

## **Article 6: Employee Representatives for the Alliance**

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

## Article 7: Leave for Alliance Business

- 7.01 Subject to the provisions of this Article, an Employee may request from the Chief of Police 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 Police Service.
- 7.02 Application for leave shall be from the Alliance, in writing, and/or communicated by Enterpol, e-mail, to the Chief of Police and shall provide the Chief of Police with three (3) weeks' notice of the request, and shall identify the Employee's name.
- 7.03 Employees shall not use the Employer's vehicles, equipment, uniforms, or supplies without the Chief of Police's permission in relation to attending Alliance meetings, hearings, or other Alliance business, except for limited communications by a fax and/or telephone.
- 7.04 Employees shall be entitled to receive leave under this Article without pay unless otherwise stipulated herein or elsewhere in this Agreement.
- 7.05 Should an Employee be a member of the Executive Board of the Alliance, such Employee shall be granted leave of absence(s) without pay for Alliance business. Such leave of absence(s) will only be granted when it does not interfere with the effective and efficient operations of the service, and such leave shall not be unreasonably withheld by the Employer.
- 7.06 The total amount of leave during a calendar year shall not exceed five (5) person days per Employee unless the Employee has requested additional leave relating to conventions or courses offered by the Alliance which will exceed the five (5) days referred to in this Article and the Employer has agreed to the additional leave. Such additional leave shall not be unreasonably withheld by the Employer.
- 7.07 The Alliance shall have the right to post Alliance notices in each building occupied by the Employer at locations satisfactory to the Chief of Police, and accessible to the Employees.
- 7.08 Six (6) months prior to the expiry of this Collective Agreement, the parties will meet to discuss the amount of leave with pay to be provided to Employee Representatives on the Bargaining Committee of the Alliance for meetings to negotiate the renewal of the Collective Agreement.
- 7.09 The Employer shall allow an Employee to attend Alliance meetings held in the Employee's work area while on duty, provided that the Employee attending such meeting shall only use time allotted to the Employee's lunch period and/or break periods for the purpose of attending the meeting(s).

**7.10** Recognizing the need to preserve the confidentiality of the Police business and the efficiency of the Police Service Operations, the Alliance agrees that a duly accredited representative of the Alliance who is not an Employee shall only enter the premises of the Police Service with the permission of the Employer.

**7.1 I** Leave with pay shall be granted to Employees who are working a scheduled shift to represent a fellow employee in any matter that relates to a Grievance, disciplinary matter, or investigation, with the exception of an arbitration hearing.

## **Article 8: Employer Information to the Alliance**

**8.01** At the request of the Alliance, the Employer shall provide to the Alliance, as soon as possible, and in any event within thirty (30) days, the last audited financial statement of the Employer.

## Article 9: Hours of Work

- 9.01 The normal hours of work for each Employee shall be a total of forty (40) hours per week, averaged across the schedule of work, posted from time to time by the Chief of Police or his designate, as the case may be. A scheduled shift of eight (8) hours or longer shall include a paid meal period as follows:
- (a) For a scheduled shift of eight (8) hours, a paid meal period of forty-five **(45)** minutes;
  - (b) For a scheduled shift of ten (10) hours, a paid meal period of fifty (50) minutes.
- 9.02 The scheduled hours of work shall be in accordance with the schedule of work posted from time to time by the Chief of Police or his designate, and shall be divided into a continuous block of hours and shall be eight (8) hours or ten (10) hours in duration.
- 9.03 No split shifts shall be worked.
- 9.04 Rotating shifts shall be so scheduled that an Employee assigned to such shifts shall regularly rotate from one shift to another so that an equal time will be spent by the Employee on each shift, providing, however, that by mutual agreement between the Employee and the supervisory officer in charge of the Employee's unit, an Employee may spend more time on one shift than another.
- 9.05 An Employee shall be entitled to a minimum of eight (8) or ten (10) hours off duty, as the case may be between the time an Employee has completed a scheduled shift and the time the Employee commences another scheduled shift, based on the length of the shift which the Employee has just completed.
- 9.06 An Employee shall, in every normal work week, have a minimum of two **(2)** consecutive days off.
- 9.07 The Chief of Police or his designate shall use their best efforts to rotate days off so that each Employee working a rotating shift schedule receives an equal number of weekends off during the calendar year.
- 9.08 Where an Employee on a regular shift is required by the Employee's supervisory officer to terminate a shift before the completion of the Employee's shift, the Employee shall receive no less than the pay for the hours he or she was scheduled to work for such shift.

## Lunch Breaks

- 9.09 (a) An Employee shall be assigned a paid forty-five (45) minute or fifty (50) minute lunch period, as set out in Article 9.01 (a) and (b), which shall commence after the completion of two and a half (2-1/2) hours' duty and be completed before the completion of six (6) hours' service. When the operational requirements of the Police Service do not permit the taking of an assigned lunch period, the Employee and the Employee's supervisory officer may agree upon some other period during the said shift or the Employee shall be credited with straight time of forty-five (45) minutes or fifty (50) minutes, as the case may be, in his/her overtime or lieu bank for the said lunch period.
- (b) An Employee may take a lunch period outside of the police building provided that the Employee is in constant communication with the office or dispatcher during that period.
- 9.10 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 Police Service.
- 9.11 Shift schedules shall be posted six (6) weeks in advance for all detachments.
- 9.12 (a) The Employer shall use its best efforts to provide an Employee with a minimum of six (6) days' personal notice of any change in an Employee's shift schedule.
- (b) In the event an Employee's scheduled shift is changed without the Employee first receiving six (6) days' personal notice, and the Employee works shifts other than those originally scheduled, then the Employee shall be paid overtime premiums for those hours or shifts worked outside the Employee's originally scheduled shift.



## **Article 10: Salaries and Wages**

- 10.01 The Employer shall pay each Employee the salary and wages as set out in Appendix "A" annexed hereto and forming part of this Agreement.
- 10.02 The Employer shall provide each Employee with an itemized statement of the salary, overtime, and other supplementary pay and deductions for each pay period.
- 10.03 Except when it is beyond its control, the Employer shall deposit an Employee's salary and wages in the Employee's bank account no later than 0700 hours on each pay day.
- 10.04 The Employer shall not make any deductions from an Employee's salary and wages unless authorized by the Employee, statute, Court Order, arbitration, or this Agreement.
- 10.05 Except as authorized or permitted by Federal or Provincial statute, the Employer shall not claim set-off against the salary and wages of any Employee, make any claim against such salary and wages for liquidated or unliquidated damages, or retain, cause to be retained to itself, or accept directly or indirectly any salary and wages payable to an Employee.
- 10.06 No amendments to existing pay rates for positions in Appendix "A" or rates of pay set for new positions created, shall be made without the Agreement of the Alliance. If no rate can be negotiated, this matter will be referred to arbitration.

## Article 11: Shift Premiums

11.01 Employees shall receive a premium for work as follows:

- (a) Evening Shift: For work between the hours of 4:00 p.m. to 5:00 a.m., 78 cents per hour upon the signing of this Collective Agreement.
- (b) Commencing on the first day of January, 2008, the shift premium shall increase to 88 cents per hour for work between the hours of 4:00 p.m. to 5:00 a.m.
- (c) Weekend Premium: Employees shall not receive an additional premium for weekend work on a Saturday and/or Sunday for all regularly scheduled hours at straight time rates.
- (d) Day Shift Work: Employees who work a day shift and are required to work overtime shall not receive a shift premium in addition to overtime pay.

11.02 In order to receive a shift premium payment, Employees must complete the prescribed form for shift premium payment within three (3) weeks of each month end.

## Article 12: Remote/ Isolation Pay

12.01 In addition to the remuneration set out in Appendix "A" to this Agreement, Employees who are on a permanent or long term temporary posting within an assigned fly-in community shall be paid a total of four **(4%)** percent of annual salary per year for duty served in the fly-in community.

Provided, however, that if the duty is served in the far North fly-in communities of Peawanuck and Fort Severn, then the Employee shall be paid a total of **six (6%)** percent of annual salary per year for duty served in those communities.

12.02 Employees entitled to receive remotel isolation pay shall receive 1/26 of the annual remotel isolation pay for each pay period that the Employee actually works in the fly-in community.

12.03 Employees shall not be entitled to retroactive remote/isolation pay when salary increases are implemented in accordance with Schedules "A" and "B" to Appendix "A" of this Agreement. On the date of the implementation of salary increases, the Employer shall calculate the remotel isolation pay in accordance with Article 12.01 above, and, thereafter, the Employee shall receive the increased remote/isolation pay in accordance with Article 12.02 above.

## Article 13: Overtime

13.01 For the purposes of this Article:

- (a) "Overtime" means a period of work computed to the nearest half (1/2) hour and,
  - i) Performed on a scheduled working day in addition to the scheduled working period and consisting of at least one half (1/2) hour; or
  - ii) Performed after or before a scheduled working day on a call out basis; or
  - iii) Performed on a day that is not a scheduled working day
- (b) Scheduled working day is deemed to mean:
  - i) Where the scheduled shift is eight (8) hours, eight (8) consecutive hours with a meal period of forty-five (45) minutes during each eight (8) hour period;
  - ii) Where the scheduled shift is ten (10) hours, ten (10) consecutive hours with a meal period of fifty (50) minutes during each ten (10) hour period;

13.02 Section 13.01 shall not apply where an Employee, on being called not more than one (1) hour prior to his/her regular period of work, is given compensating time therefore at the end of that period of work.

### Computing Time and One-Half

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

## Overtime While on Vacation

- 13.07 Employees called back to duty during annual vacation shall be paid at the rate of two and a half (2-1/2) times the Employee's hourly rate with a minimum payment of sixteen (16) hours. In addition, the Employee shall be granted a compensating day off for each day worked during such annual vacation.

## Overtime Reporting

- 13.08 (a) An Employee may, at his/her option, accumulate overtime hours in an overtime bank or may request payment of overtime hours on a bi-weekly basis. Provided, however, that in any event, an Employee shall not be permitted to accumulate more than 200 overtime hours in an overtime bank.
- (b) Employees may be granted time off, chargeable to the Employee's overtime bank. It is understood that the granting of such time off shall be mutually agreed to between the Employee and their detachment supervisor or Inspector.
- 13.09 (a) Overtime claims shall be submitted monthly on an overtime claim form within three (3) weeks of the overtime being worked. Claims shall be listed chronologically.
- (b) Each claim shall be authorized and coded by the detachment supervisor prior to the claim being forwarded to Division Headquarters.
- (c) In addition to the overtime claim form, a justification summary shall be attached for each claim made.
- (d) At the discretion of the Inspector, copies of the Employee's notebook may be requested to substantiate an overtime claim form.
- (e) **All** overtime claims shall be reviewed by the Inspector or designate who shall affix his/her signature to the overtime claim form indicating approval.
- 13.10 Employees may request, at any time, a payout of banked overtime hours. The request must be submitted to the Division Office for verification.

## Article 14: Standby Pay

### Definition

- 14.01 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 Nishnawbe-Aski Police Service Inc., from which the member will be ready to proceed to the work location immediately upon receipt of instructions.

### General

- 14.02 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.
- 14.03 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.
- 14.04 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.
- 14.05 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.
- 14.06 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.
- 14.07 When an Employee is required to be on standby, he/she is entitled to be paid at the hourly rate of salary for one-third of the standby time, but where such standby time is less than the number of hours in the Employee's scheduled working day, entitlement is three (3) hours' pay at the hourly rate.

## **Article 15: Acting Rank or Position/ Acting Pay**

- 15.01 An Employee who is assigned by the Chief of Police temporarily to perform the duties of a higher rank or position with a higher rate of pay shall be compensated at the rate of pay for that higher rank or position, including ranks and positions outside the employee's bargaining unit.
- 15.02 Where an Employee is temporarily assigned to perform duties and responsibilities of a position or rank not covered by this Agreement, the Employee shall retain the Employee's rights and obligations under this Agreement, provided however, that the said rights and obligations under the Agreement shall only be retained for a maximum of six (6) months.
- 15.03 An Employee shall not be assigned temporarily to a rank or position for a period greater than six (6) months' duration without the consent of the Employee and the Alliance.

## Article 16: Call Outs

- 16.01 An Employee who completes a shift and who is thereafter, during off-day hours and before the commencement of the Employee's next scheduled shift, recalled to duty, the Employee shall be paid for each such call-back, the greater of:
- (a) One and one half (1-½) times the hourly rate of pay for each hour or part thereof; or
  - (b) Four (4) hours calculated at straight time.
- 16.02 If, after completing the recall duty, an Employee is subsequently called out a second time within the four (4) hour time period claimed in accordance with Section 16.01, no additional claim will be allowed unless the second recall to duty extends beyond the initial four (4) hour time period. In such an event, the Employee shall be compensated at straight time if the Employee is entering into a regularly scheduled shift or overtime in accordance with Section 16.01, **as** the case may be.
- 16.03 If a consecutive four (4) hour time period has lapsed since making an overtime claim in accordance with Section 8.09, an additional minimum claim of four (4) hours shall be allowed.
- 16.04 An Employee called back to duty during days off shall be paid the greater of:
- (a) One and one half (1-½) times the hourly rate of pay for each hour or portion thereof; or
  - (b) Four (4) hours calculated at straight time.



## **Article 17: On-Call Premium**

- 17.01 If an Employee is required to be on call and to perform on-call duties, they shall receive an allowance of one hour for every eight (8) hours they were on call. Provided, however, that if the Employee is recalled to duty by way of a call-out, then the Employee shall only be entitled to be paid the rate of pay for call-outs, as set out in Article 16.

## **Article 18: Service Pay and Qualification Badges**

- 18.01 An Employee shall be granted a Service Badge for each five (5) year period of continuous employment completed by the Employee. The Employee shall also receive Service Pay of ten (\$10.00) dollars per month for each Service Badge earned. The Service Pay shall be paid to the Employee on the first pay period in December of each year.

## **Article 19: Senior Constable Designation**

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

## Article 20: Plainclothes Duty

- 20.01 An Employee who is assigned by the Chief of Police to perform duties in plainclothes, shall, in addition to his/her regular salary, receive a payment as follows:
- (a) If the assignment to perform duties in plainclothes is full-time, then the payment shall be twelve hundred (\$1,200.00) dollars payable in two instalments of six hundred (\$600.00) dollars paid semi-annually.
  - (b) If the assignment to perform duties in plainclothes is part-time, then the payment shall be pro-rated in accordance with the formula set out in the plainclothes expense form to be submitted by the Employee in order to obtain reimbursement.
- 20.02 Provided, however, no reimbursement will be made by the Employer to any Employee unless the Employee provides the Employer with receipts representing the expenses incurred by the Employee for the purpose of performing plainclothes duties.

## Article 21 : Court Time

21.01 For the purposes of this section:

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

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

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

21.02 An Employee who is required to attend Court during off duty hours shall be paid the greater of:

- (a) One and a half (1-1/2) times the hourly rate of pay for each hour or part thereof; or
- (b) Four (4) hours calculated at straight time.

21.03 An Employee who is called back to duty to attend Court during annual vacation shall be paid at the rate of two and a half (2-1/2) times the Employee’s hourly rate with a minimum payment of sixteen (16) hours. In addition, the Employee shall be granted a compensating day off for each day called back during such annual vacation.

21.04 When an Employee, having been served with a Subpoena, is required to attend Court as a witness, the Employee may, at his/her option:

- (a) Deduct the period of absence from vacation, leave of absence credits, or overtime credits and retain any fee received as a witness; or
- (b) Treat the absence as leave with pay and pay to Nishnawbe-Aski Police Service Inc. any fee received as a witness.

21.05 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 12 shall apply.

## **Article 22: Severance Pay**

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

(a) Are laid off with no possibility of recall; or

(b) Resign.

22.02 The amount of such Severance Pay shall be one (1) week's pay for every full year of service at the Employee's rate of pay at the date of layoff or resignation. The said Severance Pay paid by the Employer shall be inclusive of termination and/or Severance Pay required to be paid by the Employer under the *Canada Labour Code*, and the Regulations thereto as amended.

## **Article 23: Statutory Holidays**

- 23.01 An Employee shall be entitled to the following twelve (12) statutory holidays each year:
- e New Year's Day
  - e Good Friday
  - e Easter Monday
  - e Victoria Day
  - e Canada Day
  - e Civic Holiday
  - e Labour Day
  - Thanksgiving Day
  - e Remembrance Day
  - Christmas Day
  - Boxing Day
  - National Aboriginal Day
- 23.02 Each Employee shall be credited with ninety-six (96) hours in lieu of the twelve (12) statutory holidays whether they work an eight (8) hour shift or a ten (10) hour shift. Such hours shall be credited to a statutory holiday bank in the name of each Employee on the 1<sup>st</sup> day of January in each calendar year.
- 23.03 If an Employee works a scheduled shift on a statutory holiday, he/she will be credited with an additional four (4) hours to his/her statutory holiday bank for working an eight (8) hour shift, and five (5) hours if they work a ten (10) hour shift.
- 23.04 Three (3) eight (8) hour periods will be used for the Christmas/New Year schedule. Other accumulated hours may be taken on request of the Employee and at the discretion of the Inspector, having due regard for the known or anticipated workload and before any vacation entitlement is used.
- 23.05 Employees normally working in an administrative position, resulting in their absence on a day that a statutory holiday falls, will be deemed to have taken the holiday and his/her statutory holiday bank will be reduced by an amount equal to the hours normally worked in a shift, and no further compensation will be granted.
- 23.06 All hours remaining in an Employee's statutory holiday bank during the last pay period in December of each calendar year shall be paid out by the Employer to the Employee in order to reduce the Employee's statutory holiday bank to zero (0).
- 23.07 The Alliance and the Employer agree that if an Employee retires, resigns, or is terminated after the first day of January in any calendar year, then the

Employee's statutory holiday bank shall be pro-rated to reflect the statutory holiday hours actually earned by the Employee, and any credit or debit shall be reflected on the Employee's last pay cheque.

o



## Article 24: Vacations

- 24.01 Every Employee shall be entitled to a vacation with pay between January 1<sup>st</sup> and December 31<sup>st</sup> of each year, as set forth in Appendix "B" annexed hereto and forming part of this Agreement.
- 24.02 Where an Employee is hired after January 1<sup>st</sup> in a calendar year, vacation entitlement shall be granted in that year on a pro-rated basis.
- 24.03 An Employee shall be entitled to increased vacation after the first day of January of the year in which the anniversary of the requisite period specified in Appendix "B" falls, unless the Employee resigns prior to the Employee's anniversary date.
- 24.04 (a) Each Employee shall submit his/her request for a vacation prior to February 28<sup>th</sup> in each calendar year. Employees with greater seniority in the Police Service shall have first choice with respect to vacation time allotment, providing the request is made prior to February 28<sup>th</sup>. The Employer shall confirm that the vacation leave is or has not been approved, as the case may be, not later than four (4) weeks after February 28<sup>th</sup>. In the event an Employee's request is not approved, then the Employee shall be entitled to submit a further request for approval notwithstanding the February 28<sup>th</sup> deadline. The Employer shall post the vacation schedule prior to the 31<sup>st</sup> day of March, and, thereafter, seniority shall not be a factor if an initial request for vacation is made after February 28<sup>th</sup>.
- (b) All vacation requests made after February 28<sup>th</sup> shall be subject to availability and operational requirements, and at the discretion of the Chief of Police.
- (c) Vacation requests for a period of time during which it is known that the officer will be required to attend Court as a witness to give evidence, shall not be approved.
- 24.05 An Employee shall be entitled to carry a vacation entitlement or any portion thereof over to the following year. In the event an Employee has more than their annual vacation entitlement remaining in the leave bank after August 31<sup>st</sup> of any given year, then the Employee shall schedule vacation days prior to December 31<sup>st</sup> so that banked vacation credits in excess of the annual vacation entitlement are used. In the event an Employee fails to schedule the vacation days, then the Employer shall schedule the vacation days on the Employee's behalf.

**24.06** When, in any year, for any reason, an Employee leaves the Police Service prior to using all of their annual vacation in that year, the Employee shall be paid the amount of the vacation entitlement carried over from a previous year, **if** any, together with the pro-rated vacation entitlements earned for that year.

## **Article 25: Sick Leave Credits**

- 25.01** Each Employee shall receive a credit of one (1) day of sick leave for each month of service, but only up to a maximum of ten (10) days' sick leave per calendar year. The Employer and the Alliance agree that sick leave credits cannot be banked and accumulated from year to year.
- 25.02** Each Employee shall be entitled to receive sick pay, at full salary, for any time lost by reason of illness or injury to the full extent of sick leave credits available to the Employee at the time of such absence, except where the Employee is awarded compensation pursuant to the Workplace Insurance and Safety Act.
- 25.03** Where an Employee is absent on sick leave for three (3) consecutive scheduled days or more, the Employer will require a note from the Employee's physician, dentist, or other health care provider which indicates that the Employee was unable to carry out his/her duties.
- 25.04** Any unused sick leave credits not used at the end of a calendar year will be forfeited.
- 25.05** The number of days for which an Employee receives sick pay shall be deducted from the Employee's cumulative sick leave credits. Sick leave may be taken and accordingly deducted from sick leave credits where sick leave is taken by an Employee for a portion of a shift, in which circumstances, the deduction will be made for each hour or portion thereof which the Employee was absent from work, calculating the cumulative sick leave credits hourly.
- 25.06** An Employee who is unable to report for duty by reason of illness or injury shall cause the Employee's immediate supervisor to be notified as soon as reasonably practicable.
- 25.07** In the event an Employee is in receipt of Short-Term Disability Benefits, all earned sick leave credits, overtime credits, designated paid holiday credits, vacation credits, and other lieu time credits may, upon written request, be utilized by the Employee until exhausted so that the Employee may continue to receive one hundred (100%) percent of the Employee's regular wage.
- 25.08** The Employer and the Alliance agree that if an Employee retires, resigns, or is terminated after the first day of January in any calendar year, then the Employee's sick leave credits shall be pro-rated to reflect the sick leave credits actually earned by the Employee, and any debit shall be reflected on the Employee's last pay cheque. Any credit balance shall be forfeited.

## **Article 26: Marriage Leave**

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

## Article 27: Pregnancy Leave

- 27.01 The Employer shall grant a leave of absence without pay to a pregnant Employee who has served at least thirteen (13) weeks before the expected birth date, including service, as an Employee of a police force which is amalgamated with the Employer or as an Employee of an Ontario First Nations Police Service immediately prior to her appointment to the service with the Employer. The leave of absence shall be accordance with the provisions of the Canada Labour Code, Part III.
- 27.02 Vacation credits, seniority and service continue to accrue during the pregnancy leave.
- 27.03 An Employee entitled to pregnancy leave under this Article, who provides the Employer with proof that she is in receipt of employment insurance pursuant to the *Employment Insurance Act* (Canada), shall be paid a Supplemental Employment Benefit.
- 27.04 In respect of the period of pregnancy leave, the payment of a Supplemental Employment Benefit will consist of the following:
- (a) For the first two (2) weeks, payments equivalent to ninety-three (93%) percent of the actual weekly rate of pay for her classification, which she was receiving on the last day worked prior to the commencement of the pregnancy leave, but which shall also include her progression on the wage grid and any negotiated or amended wage rates for her classification as they are implemented; and
  - (b) Up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the sum of the weekly Employment Insurance benefits the Employee is eligible to receive and any other earnings received by the Employee, and ninety-three (93%) percent of the actual weekly rate of pay for her classification, which she was receiving on the last day worked prior to the commencement of the pregnancy leave, but which shall also include her progression on the wage grid and any negotiated or amended wage rates for her classification as they are implemented.
- 27.05 An Employee on pregnancy leave shall have her benefits plan coverage continued unless the Employee elects, in writing, not to do so. In the absence of such election in writing, the Employer and Employee shall continue to pay the Employer and Employee benefit plan contributions, respectively.
- 27.06 An Employee on pregnancy leave is entitled, upon application in writing at least two (2) weeks prior to the expiry of the leave, to a leave of absence

without pay but with accumulation of credits for not more than thirty-five (35) weeks in accordance with the provisions of parental leave granted under Article 27 (Parental Leave).

- 27.07 A female employee returning from a pregnancy leave shall be assigned to her former location and position, if it still exists, or to a comparable position if it does not, and be paid at the step in the salary range that she would have attained had she worked during the leave of absence. If the position does not exist at the original location, the Employer will follow its current staffing practice.
- 27.08 In accordance with Articles 27.04 (a) and 27.04 (b), the Supplementary Employment Benefit shall be based on the salary the Employee was receiving on the last day worked prior to the commencement of the pregnancy leave, including any retroactive salary adjustment to which she may become entitled during the leave.
- 27.09 The pregnancy leave of a person who is not entitled to take parental leave ends on the later of the day that is seventeen (17) weeks after the pregnancy leave began, or the day that is six (6) weeks after the birth, still birth, or miscarriage of the child unless the Employee chooses to end the leave earlier and submits a certificate from a legally qualified medical practitioner.
- 27.10 Employees shall have no vested right to payment of a Supplemental Employment Benefit with the exception of payments made during a period of unemployment as specified in this Article.
- 27.11 Payments in respect of guaranteed annual remuneration, deferred remuneration, or severance pay shall not be reduced or increased by the payment of a Supplemental Employment Benefit.
- 27.12 Notwithstanding the provisions of this Article, the aggregate leave taken by one of two Employees, as the case may be, for pregnancy and parental leave shall not exceed the leave set out in Sections 206.1(3) and 206.2, Part III of the Canada Labour Code.

## **Article 28: Parental Leave**

- 28.01 For the purpose of this section, “parent” includes a birth parent, a person with whom a child is placed for adoption, and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.
- 28.02 The Employer shall grant a parental leave of absence without pay to an Employee who has served at least thirteen (13) weeks, including service as an Employee of a police force which is amalgamated with the Employer or as an Employee of an Ontario First Nations Police Service immediately prior to his or her appointment to service with the Employer. The leave of absence shall be in accordance with the provisions of the Canada Labour Code, Part III.
- 28.03 Vacation credits, seniority and service continue to accrue during the parental leave.
- 28.04 Parental leave may begin:
- (a) No earlier than the day the child is born or comes into the custody, care, and control of the parent for the first time; and
  - (b) No later than fifty-two (52) weeks after the day the child is born or comes into the custody, care, and control of the parent for the first time.
- 28.05 The parental leave of an Employee who takes pregnancy leave must begin when the pregnancy leave ends, unless the child has not yet come into the custody, care, and control of a parent for the first time.
- 28.06 Subject to Article 28.10, hereinafter referred to, parental leave shall end thirty-five (35) weeks after it begins for an Employee who takes pregnancy leave, and thirty-seven (37) weeks after it begins for an Employee who did not take pregnancy leave, or on an earlier date if the person gives the Employer at least four (4) weeks’ written notice of that day.
- 28.07 An Employee on parental leave shall have their benefits coverage continued unless the Employee elects in writing not to do so. In the absence of such election in writing, the Employer and Employee shall continue to pay the Employer and Employee benefit plan contributions, respectively.
- 28.08 Except for an Employee to whom Article 26 (Pregnancy Leave) applies, an Employee on parental leave is entitled, upon application in writing at least two (2) weeks prior to the expiry of the leave, to a further consecutive leave of

absence without pay but with accumulation of credits for not more than six **(6)** weeks.

- 28.09 An Employee returning from a leave of absence under Articles 28.02 and 28.08 (Parental Leave) shall be assigned to his or her former location and position, if it still exists, or to a comparable position if it does not, and be paid at the step in the salary range that he or she would have attained had he or she worked during the leave of absence. If the position does not exist at the original location, the Employer will follow its current staffing practice.
- 28.10 Notwithstanding the provisions of this Article, the aggregate leave taken by one of two Employees, as the case may be, for pregnancy and parental leave shall not exceed the leave set out in Sections 206.1(3) and 206.2, Part III of the Canada Labour Code.



## **Article 29: Compassionate/ Bereavement Leave**

- 29.01** An Employee who would otherwise have been at work shall be allowed up to three (3) days' leave of absence with pay in the event of the death of a member of his/her immediate family and such leave will not be charged against the Employee's attendance credits. For the purpose of this section, "immediate family" shall include the Employee's spouse, common-law spouse, mother, father, stepmother, stepfather, mother-in-law, father-in-law, son, daughter, son-in-law, daughter-in-law, stepson, stepdaughter, brother, sister, brother-in-law, sister-in-law, foster parents, legal guardians, grandchildren, and the grandparents of the Employee and spouse or any relative with whom the Employee lives.
- 29.02** An Employee may request additional leave due to travel time to a funeral; however, it shall only be granted at the discretion of the Chief of Police.
- 29.03** It is the responsibility of the Employee to request this leave from his/her supervisor.

### **Special/Compassionate Leave**

- 29.04** The Chief of Police may grant leave of absence with pay to an Employee for not more than three (3) days in any calendar year upon any special or compassionate ground. Such leave shall not be dependent upon nor charged against accumulated credits of the Employee.
- 29.05** Leave of absence without pay and without accumulation of credits may be granted to an Employee for special or compassionate purposes, at the discretion of the Chief of Police.
- 29.06** No Employee shall absent himself/herself from duty on a leave of absence provided for in sub-sections 29.01, 29.02, 29.04, and 29.05 unless he/she previously obtained the authorization required.
- 29.07** 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.
- 29.08** The Chief of Police or designate will inform the Employee of the decision made.
- 29.09** When an Employee returns from leave of absence without pay, a memorandum indicating the exact date of commencement of leave and return to work will be submitted to the Chief of Police. This action is necessary to have the Employee placed back on payroll.

## **Article 30: Education Leave and Development**

- 30.01** Leave of absence without pay, and without loss of seniority which 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 Police Service for at least five (5) years;
  - (b) That the leave of absence is for a specified period of time and approved by the Chief of Police;
  - (c) That the degree or diploma would be of value to the Employee's future police work;
  - (d) That the Employee has obtained one (1) or more credits for the degree or diploma during off duty hours;
  - (e) That during school vacation periods, the Employee will return to duty in the Employee's regular position with the Police Service at the Employee's regular rate of pay;
  - (f) That such leave to obtain any one (1) degree or diploma may only be granted once during the Employee's career.
- 30.02** Leave of absence with pay may be granted for educational or developmental leave for a specified period of time upon approval from the Chief of Police.
- 30.03** Leave of absence without pay and without accumulation of credits may be granted for educational or developmental leave for a specified period of time upon approval from the Chief of Police.
- 30.04** No Employee shall absent himself/herself from duty on a leave of absence unless he/she previously obtained the authorization required.
- 30.05** 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. The Chief of Police agrees to deliver his decision within thirty (30) days of the request being made.
- 30.06** 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.

## Training and Development Leave

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

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

- (a) The Employer has pre-approved the courses, in writing, together with the relevant budget; and
- (b) The Employee has successfully completed the course(s).

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

## **Article 31: Pensions**

- 31.01 All Employees shall be registered under the Ontario Pension Plan, administered by the Ontario Pension Board. The contributions required and the terms of the pension plan shall be as set out in the Ontario Pension Plan and as may be determined by the Ontario Pension Board.
- 31.02 Employee contributions to the Ontario Pension Plan will be matched by the Employer and paid to the Ontario Pension Board.
- 31.03 Employees shall retire upon obtaining the age of sixty-five (65) years, or may retire earlier at their own election. Upon the retirement of an Employee, the pension benefits to which an Employee would be entitled shall be determined by the Ontario Pension Board.

o

## Article 32: Legal Indemnification

- 32.01 The Employer shall continue to contract with an insurance carrier for the purpose of providing legal expense reimbursements similar to the present coverage provided by the American Home Assurance Company under Commercial General Liability Policy No. 3824658. The Employer will provide each Employee with a summary of the legal indemnification contained in the contract of insurance.
- 32.02 In addition to the foregoing, where an Employee has been charged with an offence under any Act (as defined in the Contract of Insurance at Endorsement No. 9) the Chief of Police may, on a written application from the Employee, supported by a letter from the Employee's counsel, provide funds to the Employee for the purpose of providing a retainer to such counsel of his/her choice for legal fees and disbursements. Upon receipt of a written application for funds, the Chief of Police shall proceed as follows:
- (a) The Chief of Police shall, in his discretion and on a reasonable basis, determine if the Employee is likely to be indemnified for the costs of legal counsel pursuant to the Contract of Insurance referred to above, and, if he determines that coverage is reasonably foreseeable, then,
  - (b) The Chief of Police shall provide funds to the Employee's counsel in an amount not greater than ten (10%) percent of the estimated legal fees and disbursements, or five thousand (\$5,000.00) dollars, whichever is the lesser amount. In the event of a dispute, the amount shall be determined by the Board's solicitor.
  - (c) In the event it is subsequently determined that the Employee is not entitled to indemnification under the Contract of Insurance by virtue of a conviction or otherwise, the Employee shall reimburse the Board for all funds advanced.
  - (d) If an Employee is subsequently acquitted or exonerated of any alleged offence under any Act, while he/she was acting in the lawful execution of their duty, the Employer shall pay any deductible contained in the Contract of Insurance.
- 32.03 The Alliance agrees with the Employer that, subject to the terms and provisions of the Contract of Insurance referred to above and this paragraph, there is no legal obligation on the Employer to provide legal indemnification for the Employees of the Bargaining Unit.

## **Article 33: Medical/ Dental Appointment**

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

## **Article 34: Employee Benefit Plan**

**34.01** The Police Service shall contract with an insurance carrier for the purpose of providing insured benefits and coverages similar to the present coverage provided by the Great West Life Assurance Company under Group Policy No. 201193. The Police Service shall pay one hundred (100%) percent 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. The Employer will provide each Employee with a booklet which outlines the benefit plans. Subject to the outline contained in the booklet herein referred to, an outline of the benefits is set out in Appendix "F" attached hereto.

## **Article 35: Workplace Safety and Insurance Board Benefits**

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

- (a) Comply with all provisions set out in the NAPS Policy regarding WSIB procedures and with requirements as set out in WSIB legislation and directives.
- (b) If capable and qualified, and if sanctioned by the appropriate WSIB Official, participate in the NAPS Early and Safe Return to Work Program to perform any modified position that they are medically deemed capable of performing.

In such instances, the Employer shall be able to place an injured or ill Employee into any position within the Bargaining Unit without having to post such position. It is further understood that the Employee shall not relinquish any rights granted under the Collective Agreement if non-unionized work is performed.

- (c) Promptly comply with any reasonable request for a Functional Abilities Assessment requested by the Employer, provided the Employer pays for such assessment.
- (d) Continue to receive the Employee's regular salary for a period of not more than three (3) months or until the Employee begins to receive WSIB income replacement benefits, whichever is the lesser period of time. Provided, however, that if the Employee fails to reasonably cooperate with the Employer and the WSIB with respect to their requirements, then the Employer shall be entitled, after consultation with the Alliance, to terminate the salary payment referred to at an earlier date. Thereafter, an Employee may increase the monthly amount received from WSIB to one hundred (100%) percent of their regular rate of pay by using any, some, or all of their accumulated and earned overtime, statutory holiday time, lieu time, vacation time, and sick day banked credits; and
- (e) Continue to receive full coverage under this Collective Agreement and the Employer shall continue to contribute one hundred (100%) percent of all benefits and pension contributions as required by the WSIB Act, as amended from time to time.



## **Article 36: Accommodation / Reinstatement**

- 36.01 Where an Employee recovers from a disability and can perform the Employee's regular occupation, the Employer shall return the Employee to the Employee's regular occupation.
- 36.02 Where an Employee recovers from a disability, but cannot perform the Employee's regular occupation, the Employer shall use its best efforts to provide the Employee with employment for which the Employee is reasonably trained, educated, and experienced, with no loss of salary or benefits. The suitability of such employment shall be determined by the Employer in consultation with the Alliance.

## **Article 37: Harassment and Sexual Harassment**

- 37.01** The Alliance and the Employer recognize the right of Employees to work in an environment free from harassment and sexual harassment, and agree that harassment and sexual harassment will not be tolerated in the workplace.
- (a)** Any level in the Grievance Procedure shall be waived if a person hearing the Grievance is the subject of the complaint.
  - (b)** If, by reason of (a) above, a level of the Grievance Procedure is waived, no other level shall be waived except by mutual agreement.

## **Article 38: No Discrimination**

- 38.01 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 origin, religious affiliation, sex, sexual orientation, family status, mental or physical disability, or membership or activity in the Union. Any level in the Grievance Procedure shall be waived if a person hearing the Grievance is the subject of the complaint, but no other level shall be waived by mutual agreement.

## Article 39: Resignations

- 39.01 An Employee who has submitted a written resignation to the Employer 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 40: Restructuring**

**40.01** Where an Employee was employed in policing by a recognized Federal, Provincial, municipal, or First Nation police service, and that policing is assumed or undertaken by the Employer, after which the Employee becomes an Employee of the Employer, whether by amalgamation or otherwise, the seniority of the Employee shall be calculated from his/her last date of hire in relation to the policing service assumed or undertaken. Further, where the Employer has agreed in an agreement to assume or undertake the policing of a First Nation, to hire Employees of the existing policing of the First Nation, and to recognize prior service of such Employees, the seniority of such Employees shall be calculated so as to include such prior service from the last date of hire with the police service, which the Employer has agreed to assume or undertake. Provided, however, that no previous experience shall be recognized until the Employee has provided the Employer reasonable proof of prior service.

## **Article 41 : Technological Change**

- 41.01 In this Article “Technological Change” means:
- (a) The introduction by the Employer of equipment or material of a different nature than that previously utilized; and
  - (b) A change in the Employer’s operation directly related to the introduction of that equipment or material.
- 41.02 Both parties recognize the overall advantages of technological change and will, therefore, encourage and promote technological change in the Employer’s operations. Where technological change is to be implemented, the Employer will seek ways and means of minimizing adverse effects on Employees, which might result from such changes.
- 41.03 The Employer agrees that where it proposes to effect a technological change that is likely to affect the terms and conditions or security of employment of a significant number of Employees to whom this agreement applies, then it shall give notice, in writing, of the technological change to the Alliance at least one hundred twenty (120) days prior to the date on which the technological change is to be effected.
- 41.04 The written notice provided for in clause 41.03 will provide the following information:
- (a) The nature and degree of change;
  - (b) The anticipated date or dates on which the Employer plans to effect change;
  - (c) The location or locations involved; and
  - (d) The approximate number and type of Employees likely to be affected by the technological change.
- 41.05 As soon as reasonably practicable, after notice is given under clause 41.03, the Employer shall consult with the Alliance concerning the effects of the technological change referred to in clause 41.03 on each group of Employees. Such consultation will include, but not necessarily be limited, to the following:
- (a) The approximate number, class, and location of Employees likely to be affected by the change;

- (b) The effect the change may be expected to have on working conditions or terms and conditions of employment on Employees.

When, as a result of technological change, the Employer determines that an Employee requires new skills or knowledge in order to perform the duties of his/her substantive position, the Employer will make every reasonable effort to provide the necessary training during the Employee's working hours and at no cost to the Employee.

## Article 42: Layoff and Recall

- 42.01 The Board may lay off one or more Employees upon providing not less than forty-five (45) work days', excluding Saturdays and Sundays, written notice prior to the effective date of the layoff. The Employee with the least seniority shall be the first to be laid off, provided that the next senior Employee retained has the necessary skills, qualifications, abilities, and willingness to perform the work available.
- 42.02 Subject to Article 42.03, Employees on layoff possessing the necessary skills, qualifications, abilities, and willingness to perform the work available shall have a right of recall for positions which become available during the layoff, in reverse order of layoff.
- 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 Board shall not participate in the cost of an Employee's benefits, including pension contributions, after the month in which the Employee is laid off provided that, subject to the conditions and the availability of the insurance benefits, the Employee may seek to arrange to have his or her benefits continued solely at the Employee's expense until recall or until the expiry of the period referred to in Article 42.03, whichever first occurs.
- 42.05 Where an Employee is to be recalled, he or she shall be informed of the recall by written notice. A notice sent to the last known address of the Employee, as shown on the records of the Board, shall be deemed to be sufficient notice. It is the responsibility of each Employee on layoff to keep the Board informed of his or her current address. An Employee receiving a recall notice shall advise the Board, in writing, that within ten (10) days of the recall notice, he or she accepts the recall and will commence employment at the date and place specified in the notice. Upon expiration, after ten (10) days following the date of such recall notice, any and all employment and recall rights of an Employee shall terminate where the Employee has not provided written acceptance of the recall.
- 42.06 Other than the right of recall and the benefits provided in this Article, during the period of layoff an Employee on layoff shall not be entitled to any of the benefits in this Agreement.
- 42.07 An Employee on layoff shall be compensated for Court attendance required as a result of the performance of police duties in accordance with Article 20.



## Article 43: Dispute Resolution Procedure

- 43.01 For the purposes 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, and shall include complaints arising under the Canadian Human Rights Act and the Canadian Labour Code, as amended from time to time.
- 43.02 It is the mutual desire of the Employer and the Alliance that complaints and/or differences be dealt with as quickly as possible and that the first stage in this process shall be a meeting between the Employee and/or an Alliance representative, and the Employer wherein they attempt to resolve the complaint/difference through discussions.
- 43.03 If, within twenty-five (25) calendar days of the initial complaint/difference, the matter has not been resolved, then the Grievance shall be filed with the Chief of Police in writing and shall identify the nature of the Grievance, the remedy sought, and should, where possible, specify the provisions of the Agreement or statute which are alleged to have been violated. The Chief of Police shall deliver a decision in writing with respect to the Grievance within fourteen (14) calendar days following the day on which the written Grievance was filed.

### Suspension, Discipline, or Termination

- 43.04 Where an Employee is suspended or terminated from duty, the Employer shall notify the Employee, in writing, at his/her last known address, of the reason for such suspension or termination. The Employer shall endeavour to give such notification at the time of suspension or termination.
- 43.05 The Employer shall notify the Alliance as soon as possible that a suspension or termination has occurred, but in any event, not later than three (3) days after the suspension or termination.
- 43.06 When an Employee is required to attend a meeting, the purpose of which is to investigate or render a disciplinary decision concerning him/her, the Employee is entitled to have, at his/her request, a Representative of the Alliance attend the meeting. Where practicable, the Employee and the Alliance shall receive a minimum of three (3) days' notice of such a meeting in order to ensure the Employee may access representation.

## Discharge Grievance

- 43.07 If an Employee claims that he/she has been unjustly discharged, such claim must be submitted in writing by the Employee or the Alliance, within twenty-five (25) calendar days following the date the discharge is effective. The Employee may be accompanied by an Alliance representative.
- 43.08 The Chief of Police shall determine the process he wishes to utilize in attempting to resolve the discharge Grievance which shall include, where reasonably practicable, a meeting with a representative of the Alliance. The Chief of Police shall deliver his decision with respect to the discharge Grievance in writing to the Alliance and the Employee within fourteen (14) calendar days of receiving the written discharge Grievance.

## Policy Grievance

- 43.09 A complaint or Grievance arising directly between the Employer and the Alliance concerning the implementation, interpretation, application, administration, or alleged violation of this Agreement shall be filed with the Chief of Police within twenty-five (25) calendar days following the circumstances giving rise to the Grievance. The Chief of Police shall deliver a decision in writing to the Alliance with respect to the Grievance within fourteen (14) calendar days following the day on which the written Grievance was filed.

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

## Group Grievance

- 43.10 Where more than four **(4)** Employees have identical Grievances, and each one would be entitled to grieve separately, they may present a group Grievance, in writing, identifying each Employee who is grieving to the Chief of Police within twenty-five (25) calendar days following the circumstances, giving rise to the Grievance. The Grievance shall then be dealt with by the Chief of Police who shall deliver a decision in writing with respect to the Grievance within fourteen (14) calendar days following the day on which the written Grievance was filed.

## Agreements

- 43.11 All agreements reached, under this Grievance procedure, between the representatives of the Employer and the representatives of the Alliance, including a mutual agreement to extend timelines, will be final and binding upon the Employer, the Alliance, and the Employee or Employees. Further, the Alliance may, by written notice to the Chief of Police, withdraw a Grievance.

## Arbitration

- 43.12 Failing settlement under the Grievance procedure, or if the Chief of Police does not provide a decision in writing as set out in this Dispute Resolution procedure, then any Grievance may be submitted to Arbitration as hereinafter provided. If no Written Submission for Arbitration is received within twenty-five (25) calendar days after the decisions under Paragraphs 43.03, 43.08, 43.09, and 43.10, above, or in the alternative, within twenty-five (25) calendar days after the aforementioned written decisions should have been received from the Chief of Police, then the Grievance shall be deemed to have been abandoned.
- 43.13 When either party requests that any matter be submitted to Arbitration, as provided in this Article, it shall make such request in writing addressed to the other party of this Agreement and at the same time shall endeavour in discussions with the other party to mutually agree on a sole Arbitrator to hear the Arbitration. If the parties are unable to mutually agree upon selection of a sole Arbitrator within twenty-five (25) calendar days of service of the written request for Arbitration, then either party may, notwithstanding anything in this Collective Agreement, make a written request to the Minister under Section 57 of the Canada Labour Code to appoint an Arbitrator.
- 43.14 The Arbitrator selected by the parties, or appointed by the Minister, shall have all of the powers as set out in Division IV, Section 60 of the Canada Labour Code, and the Arbitrator shall proceed in accordance with the provisions of Division IV of the Code.
- 43.15 Each of the parties to the Arbitration will bear the fees and expenses of the Arbitrator equally.

## Expedited Arbitration Process

- 43.16 The parties agree that by mutual consent only, any Grievances may be referred to an expedited Arbitration process as follows:

- (a) Grievances referred to an expedited Arbitration process must be scheduled to be heard within ninety (90) calendar days from the date of referral, unless the hearing is delayed by mutual agreement between the parties and the Arbitrator.
- (b) The parties shall make every reasonable attempt to proceed by an agreed statement of facts and admissions and minimize the use of witnesses.
- (c) Whenever possible, the Arbitrator shall deliver the decision orally at the conclusion of the hearing, giving a brief resume of the reasons for the decisions and then confirm these conclusions in writing within ten (10) calendar days of the date of the hearing.
- (d) When it is not possible to give an oral decision at the conclusion of the hearing, the Arbitrator shall render it in writing, setting out a brief resume of the reasons for his/her decision. The Arbitrator must render the decision as soon as possible, but at all times within ten (10) calendar days of the date of the hearing.
- (e) The decision made by the Arbitrator will be final and binding on all parties.
- (f) Each party shall bear half the costs of the Arbitrator, and each party shall pay its own expenses with regard to the expedited Arbitration process.

## **Article 44: Established Privileges**

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

## Article 45: Employment Records

- 45.01 The Employer agrees to remove from an Employee's personnel file the following items, provided the member's personnel 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 date of the last noted incident;
  - (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 conviction five (5) years after the date of the conviction;
  - (d) All records of any criminal offence conviction five (5) years after the date of conviction where there was a conditional or absolute discharge.
- 45.02 Each Employee is entitled to review his or her employment file prior to being counselled and on request, not to exceed twice per year, to receive a copy of any document in the file. To preserve the confidentiality of the employment file, any documents will only be provided to the Employee in person, or forwarded by ordinary mail.
- 45.03 Every entry or notation made in an Employee's employment record/file shall be brought to the Employee's attention, in writing.

## **Article 46: Labour / Management Committee**

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

It is agreed that the meetings may be held by video conference or telephone conference as the case may be.

- (b) Ten (10) days prior to any meeting of the Joint Committee, the representatives of the Employer and the Alliance shall table in writing the matters which they wish to place on the agenda for the meeting.
- (c) Time spent by appointees attending or traveling to or from such meetings shall not result in **loss** of regular pay.

## Article 47: Health and Safety Committee

47.01 The Employer and the Alliance acknowledge and agree that:

- (a) All rights, privileges, and obligations established under the Canada Labour Code Part II, in respect of Occupational Health and Safety shall form part of this Collective Agreement, provided, however, that the Employer and the Alliance have agreed, in writing, that the nature of the operations of the Employer are such that one workplace Health and Safety Committee has been established under Section 137 of Part II of the Canada Labour Code for all of the workplaces under the direction and control of the Employer;
- (b) Reasonable steps, procedures, and techniques will be implemented to prevent and/or reduce the risk of workplace injury; and
- (c) They shall endeavour to reduce or eliminate the impact of any decision which may adversely affect the security of employment or working conditions of the Employees.

47.02 A copy of the Agreement relating to the establishment of the workplace Health and Safety Committee is attached to this Collective Agreement as Appendix "D".



## **Article 48: Severability of Terms**

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

## **Article 49: Copies of Agreement and Distribution**

**49.01** The Employer and the Alliance shall equally share the cost of printing this Agreement. Copies of the Agreement shall be given to each Employee once the same has been ratified, and to each new Employee in accordance with the provisions of Article 4.

## Article 50: Term of Agreement

50.01 This Agreement shall become effective on the day it is ratified by the Alliance, and shall remain in effect until March 31, 2009.

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

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

DATED AT Thunder Bay, Ontario this      day of      , 2007.

NISHNAWBE-ASKI POLICE SERVICE INC.

NISHNAWBE-ASKI POLICE SERVICE INC.

Per:

Per:

\_\_\_\_\_  
Chief of Police Paul Trivett  
(I have the authority to bind the Corporation)

\_\_\_\_\_  
Mike Metatawabin, Chairman  
(I have the authority to bind the Corporation)

PUBLIC SERVICE ALLIANCE OF CANADA

PUBLIC SERVICE ALLIANCE OF CANADA

Per:

Per:

\_\_\_\_\_  
Gerry Halabecki, Regional Executive V.P. Ontario

\_\_\_\_\_  
Judith Monteith-Farrell, Negotiator PSAC

PUBLIC SERVICE ALLIANCE OF CANADA

PUBLIC SERVICE ALLIANCE OF CANADA

Per:

Per:

\_\_\_\_\_  
Eric Cheechoo

\_\_\_\_\_  
David Nakogee

PUBLIC SERVICE ALLIANCE OF CANADA

Per:

---

Alana Thompson

PUBLIC SERVICE ALLIANCE OF CANADA

Per:

---

Roland Morrison

## APPENDIX "A"

### MEMORANDUM OF UNDERSTANDING

B E T W E E N :

NISHNAWBE-ASK1 POLICE SERVICE INC.

(hereinafter called the "Employer")

- and -

PUBLIC SERVICE ALLIANCE OF CANADA

(hereinafter called the "Alliance")

### SALARIES AND WAGES

WHEREAS the Employer receives funding from the Governments of Ontario and Canada pursuant to a Police Service Agreement dated September 2003 and subsequently amended by four (4) separate agreements, the last of which is dated September 2007, and which provides funding for the period ending March 31, 2008;

**AND** WHEREAS the Employees last received an increase for the period ending March 31, 2006;

AND WHEREAS in Amending Agreement 3, referred to above, the Employer received funding for the period April 1, 2006 to March 31, 2007 based on a **two** (2%) percent increase of the rate of pay which was in effect on April 1, 2005 (see Schedule "A"), together with an allowance for overtime and remote pay with the total amount received being \$146,206.00;

**AND** WHEREAS the Employer has advised the Alliance that it has negotiated funding for salaries and wages with the Governments of Ontario and Canada on the basis of parity with the Ontario Provincial Police (OPP) commencing on April 1, 2007;

AND WHEREAS the Employer has proposed increases to the existing pay rates for positions set out in Schedule "A" retroactive to April 1, 2007 in accordance with OPP parity, and the Alliance has agreed to the same;

AND WHEREAS funding for the OPP parity increases of April 1, 2007 has been approved as at the date of ratification of this agreement, but the actual transfer of funds to NAPS has not taken place;

NOW THEREFORE, the Employer and the Alliance agree as follows:

1. On December 13, 2007, all Employees shall receive a lump sum payment for the period April 1, 2006 to March 31, 2007. The lump sum payment is set out in Schedule "B" attached hereto. Provided, however, that if an Employee's employment start date occurred after April 1, 2006, the lump sum payment shall be pro-rated accordingly.
2. Commencing on the 13<sup>th</sup> day of December, 2007, the Employer shall pay to the Employees the April 1, 2007 OPP rate of pay, which is set out in Schedule "A" attached hereto. Further, the aforesaid rate of pay shall be paid retroactive to April 1, 2007 and all retroactive pay due and owing to each Employee shall be paid on December 13, 2007.
3. All payments referred to in paragraphs 1 and 2 of this appendix will only be paid to Employees who are employed by the Employer at the date of ratification of this Collective Agreement.
4. The Employer has advised the Alliance that "tag along future wage increases" based on OPP parity have been approved in principle by the negotiators for Ontario and Canada. Future wage increases based on OPP parity will be negotiated on the basis of full retroactivity to the relevant start date.
5. The Employer agrees to keep the Alliance fully advised with respect to the progress of the funding negotiations with respect to isolation pay in remote fly-in communities,

DATED AT Thunder Bay, Ontario this      day of      , 2007.

NISHNAWBE-ASKI POLICE SERVICE INC.

Per:

\_\_\_\_\_  
Chief of Police Paul Trivett  
(I have the authority to bind the Corporation)

NISHNAWBE-ASKI POLICE SERVICE INC.

Per:

\_\_\_\_\_  
Mike Metatawabin, Chairman  
(I have the authority to bind the Corporation)

PUBLIC SERVICE ALLIANCE OF CANADA

Per:

\_\_\_\_\_  
Gerry Halabecki, Regional Executive V.P. Ontario

PUBLIC SERVICE ALLIANCE OF CANADA

Per:

\_\_\_\_\_  
Judith Monteith-Farrell, Negotiator PSAC

PUBLIC SERVICE ALLIANCE OF CANADA

Per:

\_\_\_\_\_  
Eric Cheechoo

PUBLIC SERVICE ALLIANCE OF CANADA

Per:

\_\_\_\_\_  
David Nakogee

PUBLIC SERVICE ALLIANCE OF CANADA.

Per:

\_\_\_\_\_  
Alana Thompson

PUBLIC SERVICE ALLIANCE OF CANADA

Per:

\_\_\_\_\_  
Roland Morrison

**SCHEDULE "A"**

**NISHNAWBE-ASKI POLICE SERVICE INC.  
Salary Chart**

<b>CATEGORY NAPS Rank</b>	<b>Effective April 1/05</b>	<b>2007 OPP rate effective Dec. 13/07 but retroactive to April 1/07</b>	<b>Apr 1/08 OPP rate to be effective upon receipt of funding with full retroactivity to Apr 1/08</b>
<b>OPC</b>	<b>32,640</b>	<b>32,640</b>	<b>33,130</b>
<b>4th Class Constable</b>	<b>36,914</b>	<b>44,762</b>	<b>46,105</b>
<b>3rd Class Constable 12 - 18 mo</b>	<b>48,478</b>	<b>50,987</b>	<b>52,517</b>
<b>3rd Class Constable 18 - 24 mo</b>	<b>55,407</b>	<b>58,417</b>	<b>60,170</b>
<b>2nd Class Constable</b>	<b>61,640</b>	<b>66,102</b>	<b>68,085</b>
<b>1st Class Constable 3 - 10 yrs</b>	<b>69,254</b>	<b>74,267</b>	<b>76,495</b>
<b>Sr. Constable - 1st class 10+ yrs</b>	<b>70,639</b>	<b>76,495</b>	<b>78,790</b>
<b>Sergeant. Level 1</b>	<b>78,257</b>	<b>78,257</b>	<b>80,321</b>
<b>Sergeant - Level 2</b>	<b>79,822</b>	<b>83,922</b>	<b>86,439</b>
<b>Staff Sergeant L1</b>	<b>83,410</b>	<b>87,638</b>	<b>90,267</b>
		<b>92,089</b>	<b>94,851</b>
<b>Staff Sergeant L3</b>	<b>83,410</b>	<b>95,063</b>	<b>97,915</b>

\*

The Sergeant L1 and L2 rates given to NAPS in April 2005 were incorrect (too high). The correction is made effective December 13, 2007; however, the rate for Sergeant L1 will remain at \$78,257.00 and not be reduced to \$77,982.00, which is the 2007 OPP rate effective April 1, 2007.



**SCHEDULE "C"**

**NISHNAWBE-ASKI POLICE SERVICE INC.  
Salary Comparison**

<b>CATEGORY NAPS Rank</b>	<b>Effective April 1/05</b>	<b>New OPP rate effective Apr 1/07</b>	<b>% INCREASE</b>	<b>New OPP rate effective Apr 1/08</b>	<b>% INCREASE</b>
<b>OPC</b>	<b>32,640</b>				
<b>4th Class Constable</b>	<b>36,914</b>	<b>44,762</b>	<b>21.26%</b>	<b>46,105</b>	<b>3.00%</b>
<b>3rd Class Constable 12 - 18 mo</b>	<b>48,478</b>	<b>50,987</b>	<b>5.18%</b>	<b>52,517</b>	<b>3.00%</b>
<b>3rd Class Constable 18 - 24 mo</b>	<b>55,407</b>	<b>58,987</b>	<b>6.46%</b>	<b>60,170</b>	<b>2.01%</b>
<b>2nd Class Constable</b>	<b>61,640</b>	<b>66,102</b>	<b>7.24%</b>	<b>68,085</b>	<b>3.00%</b>
<b>1st Class Constable 3 - 10 yrs</b>	<b>69,254</b>	<b>74,267</b>	<b>7.24%</b>	<b>76,495</b>	<b>3.00%</b>
<b>Sr Constable - 1st class 10+ yrs</b>	<b>70,639</b>	<b>76,495</b>	<b>8.29%</b>	<b>78,790</b>	<b>3.00%</b>
<b>* Sergeant - Level 1</b>	<b>78,257</b>	<b>78,257</b>	<b>0.00%</b>	<b>80,321</b>	<b>2.64%</b>
<b>* Sergeant - Level 2</b>	<b>79,822</b>	<b>83,922</b>	<b>5.14%</b>	<b>86,439</b>	<b>3.00%</b>
<b>Staff Sergeant L1</b>	<b>83,410</b>	<b>87,638</b>	<b>5.07%</b>	<b>90,267</b>	<b>3.00%</b>
<b>Staff Sergeant L2</b>	<b>83,410</b>	<b>92,089</b>	<b>10.41%</b>	<b>94,851</b>	<b>3.00%</b>
<b>Staff Sergeant L3</b>	<b>83,410</b>	<b>95,063</b>	<b>13.97%</b>	<b>97,915</b>	<b>3.00%</b>

\* The Sergeant L1 and L2 rates given to NAPS in April 2005 were incorrect (too high). The correction is made effective December 13, 2007; however, the rate for Sergeant L1 will remain at \$78,257.00 and not be reduced to \$77,982.00, which is the 2007 OPP rate effective April 1, 2007.

## SCHEDULE "B"

**Funding received for  
April 1, 2006 to March 31, 2007 – \$146,206.00**

<b>* Lump sum payment for April 1, 2006 to March 31, 2007</b>	<b># of positions</b>	<b>Lump sum payment cost</b>	
4 <sup>th</sup> Class— December '06 anniversary	8	370	2,960
4 <sup>th</sup> Class	2	970	1,940
3 <sup>rd</sup> Class L1	8	1030	8,240
3 <sup>rd</sup> Class L2	3	1090	3,270
2 <sup>nd</sup> Class	9	1210	10,890
1 <sup>st</sup> Class	54	1450	78,300
Senior Constable	16	1570	25,120
Sergeant L1	2	1650	3,300
Sergeant L2	5	1730	8,650
Staff Sergeant	2	1810	3,620
	109		146,290

\* Where an Officer's employment start date occurred after April 1, 2006, the lump sum payment shall be pro-rated accordingly.

**SCHEDULE "C"**

**NISHNAWBE-ASKI POLICE SERVICE INC.  
Salary Comparison**

<b>CATEGORY NAPS Rank</b>	<b>Effective April 1/05</b>	<b>New OPP rate effective Apr 1/07</b>	<b>% INCREASE</b>	<b>New OPP rate effective Apr 1/08</b>	<b>% INCREASE</b>
<b>OPC</b>	<b>32,640</b>				
<b>4th Class Constable</b>	<b>36,914</b>	<b>44,762</b>	<b>21.26%</b>	<b>46,105</b>	<b>3.00%</b>
<b>3rd Class Constable 12 - 18 mo</b>	<b>48,478</b>	<b>50,987</b>	<b>5.18%</b>	<b>52,517</b>	<b>3.00%</b>
<b>3rd Class Constable 18 - 24 mo</b>	<b>55,407</b>	<b>58,987</b>	<b>6.46%</b>	<b>60,170</b>	<b>2.01%</b>
<b>2nd Class Constable</b>	<b>61,640</b>	<b>66,102</b>	<b>7.24%</b>	<b>68,085</b>	<b>3.00%</b>
<b>1st Class Constable 3 - 10 yrs</b>	<b>69,254</b>	<b>74,267</b>	<b>7.24%</b>	<b>76,495</b>	<b>3.00%</b>
<b>Sr Constable - 1st class 10+ yrs</b>	<b>70,639</b>	<b>76,495</b>	<b>8.29%</b>	<b>78,790</b>	<b>3.00%</b>
<b>* Sergeant - Level 1</b>	<b>78,257</b>	<b>78,257</b>	<b>0.00%</b>	<b>80,321</b>	<b>2.64%</b>
<b>* Sergeant - Level 2</b>	<b>79,822</b>	<b>83,922</b>	<b>5.14%</b>	<b>86,439</b>	<b>3.00%</b>
<b>Staff Sergeant L1</b>	<b>83,410</b>	<b>87,638</b>	<b>5.07%</b>	<b>90,267</b>	<b>3.00%</b>
<b>Staff Sergeant L2</b>	<b>83,410</b>	<b>92,089</b>	<b>10.41%</b>	<b>94,851</b>	<b>3.00%</b>
<b>Staff Sergeant L3</b>	<b>83,410</b>	<b>95,063</b>	<b>13.97%</b>	<b>97,915</b>	<b>3.00%</b>

\*  
The Sergeant L1 and L2 rates given to NAPS in April 2005 were incorrect (too high). The correction is made effective December 13, 2007; however, the rate for Sergeant L1 will remain at \$78,257.00 and not be reduced to \$77,982.00, which is the 2007 OPP rate effective April 1, 2007.

## APPENDIX "B"

### Vacation Leave

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

1. One and one quarter (1-1/4) days per month during the first eight (8) years of continuous service;
2. One and two thirds (1-2/3) days per month after eight (8) years of continuous service;
3. Two and one twelfth (2-1/12) days per month after twelve (12) years of continuous service; and
4. During the year the Employee completes twenty-four (24) years of continuous service, and each year thereafter, thirty (30) working days.

## **APPENDIX "C"**

(Placeholder for this appendix)

## APPENDIX “D”

(Placeholder for Part I of this appendix; **please see PDF document**)



**Order Pursuant to Paragraph 135(6)(a) for  
Work Places Approved Under Section 137**

IN THE MATTER OF AN APPLICATION FOR APPROVAL OF A WORK PLACE HEALTH  
AND SAFETY COMMITTEE PURSUANT TO SECTION 137 AND FOR AN ORDER  
UNDER PARAGRAPH 135(6)(a) OF THE *CANADA LABOUR CODE*

By NISHNAWBE-ASKI POLICE SERVICES (NAPS), hereinafter called the employer.

IN RESPECT OF:

Headquarters, Northeast Office, Aroland, Attawapiskat, Brunswick House, Chapleau Cree, Chapleau Ojibwe, Constance Lake, Fort Albany, Kasechewan, Marten Falls, Matachewan, Mattagami, Moose Factory, New Post, Peawanuck, Wahgoshig, Northwest office, Bearskin Lake, Cat Lake, Deer Lake, Eabametoong, Fort Severn, Kasabonika, Keewaywin, Kingfisher Lake, Lansdowne House, Mishkeegogamang, Muskrat Dam, Nibinamik, North Spirit Lake, Poplar Hill, Sachigo Lake, Sandy Lake, Slate Falls, Wapekeka, Webequie, Wunnumin Lake being a committee established for work places controlled by the employer and approved by a health and safety officer of the Labour Program of Human Resources and Social Development Canada (HRSDC).

WHEREAS, pursuant to an agreement between the employer and the employees represented by Public Service Alliance of Canada (PSAC), the above committee of persons have been established in respect of Nishnawbe-Aski Police Services (NAPS) and,

WHEREAS, I am of the opinion that the above committee has responsibility for matters relating to health and safety in those work places to such an extent that work place health and safety committee under subsection 135(1) is not necessary;

NOW, THEREFORE, pursuant to section 137 of Part II of the *Canada Labour Code*, I approve the work place health and safety committee for the above work places, and,

NOW, THEREFORE, pursuant to paragraph 135(6)(a) of Part II of the *Canada Labour Code*, I exempt the employer from the requirements of subsection 135(1) in respect of the above work **places** on the following terms and conditions:

1. that this exemption will remain in effect until the expiry date of the agreement (including any period during which the agreement continues in force during negotiations for a new agreement);

2. should the agreement not contain an expiry date, this exemption will remain in force for five years;
3. that this exemption is applicable to the committee as structured on October 16, 2006;
4. that if changes are foreseen in the committee structure as exempted by the present order, the employer must advise Human Resources and Social Development Canada- Labour Program to have it intervene in consequence.

Issued at London, Ontario, this 24th of May, 2007.

DARLENE TUNNEY  
Health and Safety Officer  
Dominion Public Building  
505-457 Richmond Street  
London, ON  
N6A 3E3  
Telephone Number: (519) 836-5368  
Fax Number: (519) 645-5207  
E-mail:



**APPENDIX "E"**

**LETTER OF UNDERSTANDING**

**BETWEEN:**

**NISHNAWBE-ASKI POLICE SERVICE INC.**  
(hereinafter called the "Employer")

- and -

**PUBLIC SERVICE ALLIANCE OF CANADA**  
(hereinafter called the "Alliance")

**IN THE MATTER OF PENSION BENEFITS**

THE EMPLOYER has indicated to the Alliance that it is in the process of negotiating enhanced Pension Benefits for the officers in order to provide Pension parity with the officers of the Ontario Provincial Police.

THE EMPLOYER acknowledges and agrees that with respect to Article 31, Pensions, the Alliance shall have the right to reopen this Collective Agreement to negotiate enhanced Pension Benefits for the Employees should the opportunity be available as the result of negotiations with the Ontario Pension Board and the provision of funding for the enhanced Pension Benefits by the Governments of Canada and Ontario.

**DATED AT** Thunder Bay, Ontario this            day of            , 2007.

**NISHNAWBE-ASKI POLICE SERVICE INC.**

**NISHNAWBE-ASKI POLICE SERVICE INC.**

Per:

Per:

\_\_\_\_\_  
Chief of Police Paul Trivett  
(I have the authority to bind the Corporation)

\_\_\_\_\_  
Mike Metatawabin, Chairman  
(I have the authority to bind the Corporation)

PUBLIC SERVICE ALLIANCE OF CANADA

Per:

\_\_\_\_\_  
Gerry Halabecki, Regional Executive V.P. Ontario

PUBLIC SERVICE ALLIANCE OF CANADA

Per:

\_\_\_\_\_  
Judith Monteith-Farrell, Negotiator PSAC

PUBLIC SERVICE ALLIANCE OF CANADA

Per:

\_\_\_\_\_  
Eric Cheechoo

PUBLIC SERVICE ALLIANCE OF CANADA

Per:

\_\_\_\_\_  
David Nakogee

PUBLIC SERVICE ALLIANCE OF CANADA

Per:

\_\_\_\_\_  
Alana Thompson

PUBLIC SERVICE ALLIANCE OF CANADA

Per:

\_\_\_\_\_  
Roland Morrison

**APPENDIX "F"**

**NISHNAWBE-ASKI POLICE SERVICE INC.  
Benefit Summary**

<p><b>Employee Life Insurance</b></p>	<p>300% of annual earnings up to \$120,000 is provided by employer</p> <p>Employees may opt to increase the coverage at their own cost – 300% of annual earnings up to a maximum of \$500,000 upon evidence of insurability</p>				
<p><b>Dependant Life Insurance</b></p>	<table border="0"> <tr> <td>Spouse</td> <td>\$10,000</td> </tr> <tr> <td>Child</td> <td>\$ 5,000</td> </tr> </table>	Spouse	\$10,000	Child	\$ 5,000
Spouse	\$10,000				
Child	\$ 5,000				
<p><b>Employee Accidental Death, Dismemberment and Specific Loss</b></p>	<p>An amount equal to your life insurance (principal sum)</p>				
<p><b>Short Term Disability Benefits</b> Waiting Period Maximum benefit period Amount</p>	<p>7 days 17 weeks 75% of weekly earnings</p>				
<p><b>Long Term Disability Benefits</b> Waiting period Amount</p>	<p>120 days 75% of monthly earnings to \$3,200 is provided by the employer</p> <p>Employees may opt to increase the coverage at their own cost – 75% of monthly earnings up to a maximum of \$4,000 upon approval of evidence of insurability</p>				
<p><b>Healthcare</b> Deductible Reimbursement level Basic Expense Maximums: Hospital Home nursing care  In-Canada prescription drugs Smoking cessation products Hearing aids Speech aids Custom-fitted orthopedic shoes</p>	<p>Nil 100%</p> <p>Private room \$5,000 for a maximum of 12 months per condition Included \$500 lifetime \$700 every 5 years \$1,000 lifetime \$300 every 12 months</p>				

<p>Myoelectric arms  External breast prosthesis  Surgical brassieres  Mechanical patient lifters  Outdoor wheelchair ramps  Blood-glucose monitoring machine  Transcutaneous nerve stimulators  Extremity pumps for Lymphedema  Custom-made compression hose  Wigs for cancer patients</p> <p>Vaccines  Hepatitis A &amp; B</p> <p>Paramedical Expense Maximums  Chiropractors  Physiotherapists  Podiatrists  Naturopaths  Osteopaths  Psychologists/social workers  Speech therapists  Massage therapists  Audiologists</p> <p>Vision care Expense Maximums  Eye examinations  Glasses and contact lenses</p> <p>Lifetime Healthcare Maximum</p>	<p>\$10,000 per prosthesis  1 every 12 months  1 every 12 months  \$2,000 per lifter once every 5 years  \$2,000 lifetime  1 every 4 years  \$700 lifetime  \$1,500 lifetime  4 pairs each calendar year  \$200 lifetime</p> <p>Life of the vaccine</p> <p>\$750 each calendar year  \$750 each calendar year  \$750 each calendar year  \$750 each calendar year  \$750 each calendar year  \$750 each calendar year  \$750 each calendar year  \$750 each calendar year</p> <p>1 every 24 months  \$200 every 24 months</p> <p>Unlimited</p>
<p><b>Dental Care</b>  Payment basis</p> <p>Deductible  Reimbursement levels:  Basic coverage  Major coverage  Orthodontic coverage  Accidental dental injury coverage</p> <p>Plan Maximums  Accidental dental injury treatment  Dentures and bridgework  Orthodontic treatment  All other treatment</p>	<p>The dental fee guide in effect on the date treatment is rendered for the province in which treatment is rendered</p> <p>100%  30%  30%  100%</p> <p>Unlimited  \$1,500 every 5 years  \$1,500 lifetime  \$1,500 each calendar year</p>

## APPENDIX "G"

### MEMORANDUM OF UNDERSTANDING

B E T W E E N :

NISHNAWBE-ASKI POLICE SERVICE INC.  
(hereinafter called the "Employer")

- and -

PUBLIC SERVICE ALLIANCE OF CANADA  
(hereinafter called the "Alliance")

RE: *Labour/Management Committee Issues*

The *Labour/Management Committee*, which is established pursuant to Article 46 of this Agreement, shall annually fix dates for at least four (4) meetings during the calendar year. A fixed agenda item for each meeting shall be the issue of Officer isolation, which includes, inter alia, housing, cost of living and communication issues.

In addition to the foregoing, the Employer and the Alliance have jointly agreed to submit the following issues to the *Labour/Management Committee* to be dealt with in the current calendar year:

1. *Shift Schedules*: This discussion shall include a rationalization of posting times for shift schedules and changes in personal shift schedules.
2. *On Call Issues in Remote Communities*: This discussion shall center on the position of officers in the remote communities and whether or not funding can be accessed for telephone calls received by officers while off shift. This is to be distinguished from call out.

3. Staffing and Transfers: The Employer has indicated that it is reviewing its current policies concerning transfers and staffing and has agreed to place this issue on the Labour/Management Committee Agenda.

DATED AT Thunder Bay, Ontario this      day of      , 2007.

NISHNAWBE-ASKI POLICE SERVICE INC.

Per:

\_\_\_\_\_  
Chief of Police Paul Trivett  
(I have the authority to bind the Corporation)

NISHNAWBE-ASKI POLICE SERVICE INC.

Per:

\_\_\_\_\_  
Mike Metatawabin, Chairman  
(I have the authority to bind the Corporation)

PUBLIC SERVICE ALLIANCE OF CANADA

Per:

\_\_\_\_\_  
Gerry Halabeckl, Regional Executive V.P. Ontario

PUBLIC SERVICE ALLIANCE OF CANADA

Per:

\_\_\_\_\_  
Judith Monteith-Farrell, Negotiator PSAC

PUBLIC SERVICE ALLIANCE OF CANADA

Per:

\_\_\_\_\_  
Eric Cheechoo

PUBLIC SERVICE ALLIANCE OF CANADA

Per:

\_\_\_\_\_  
David Nakogee

PUBLIC SERVICE ALLIANCE OF CANADA

Per:

\_\_\_\_\_  
Alana Thompson

PUBLIC SERVICE ALLIANCE OF CANADA

Per:

\_\_\_\_\_  
Roland Morrison

## APPENDIX "H"

### MEMORANDUM OF UNDERSTANDING

BETWEEN:

NISHNAWBE-ASKI POLICE SERVICE INC.  
(hereinafter called the "Employer")

- and -

PUBLIC SERVICE ALLIANCE OF CANADA  
(hereinafter called the "Alliance")

### ONTARIO POLICE COLLEGE CERTIFICATION

WHEREAS the Employer and the Canadian First Nations Police Association previously agreed that all officers employed by the Police Service must have an Ontario Police College (OPC) Certification in order to continue their employment with the Employer;

AND WHEREAS the Letter of Understanding formed part of the first Collective Agreement entered into between the Employer and the Canadian First Nations Police Association;

AND WHEREAS the Employer has requested that the terms and provisions of that Letter of Understanding continue by virtue of the fact that some officers have yet to obtain their OPC Certification in accordance with the terms of that Letter of Understanding;

NOW THEREFORE, the Employer and the Alliance agree as follows:

- i) That the Alliance adopts and supports the terms and provisions of the Letter of Understanding previously entered into between the Employer and the Canadian First Nations Police Association, which is attached to this Memorandum of Understanding as Schedule "A" and

ii) The Employer and the Alliance agree that the terms and provisions of the Letter of Understanding attached as Schedule "A" shall be adhered to during the term of this Collective Agreement.

DATED AT Thunder Bay, Ontario this      day of      , 2007

NISHNAWBE-ASKI POLICE SERVICE INC.      NISHNAWBE-ASKI POLICE SERVICE INC.

Per:

Per:

\_\_\_\_\_  
Chief of Police Paul Trivett  
(I have the authority to bind the Corporation)

\_\_\_\_\_  
Mike Metatawabin, Chairman  
(I have the authority to bind the Corporation)

PUBLIC SERVICE ALLIANCE OF CANADA

PUBLIC SERVICE ALLIANCE OF CANADA

Per:

Per:

\_\_\_\_\_  
Gerry Halabecki, Regional Executive V.P. Ontario

\_\_\_\_\_  
Judith Monteith-Farrell, Negotiator PSAC

PUBLIC SERVICE ALLIANCE OF CANADA

PUBLIC SERVICE ALLIANCE OF CANADA

Per:

Per:

\_\_\_\_\_  
Eric Cheechoo

\_\_\_\_\_  
David Nakogee

PUBLIC SERVICE ALLIANCE OF CANADA

PUBLIC SERVICE ALLIANCE OF CANADA

Per:

Per:

\_\_\_\_\_  
Alana Thompson

\_\_\_\_\_  
Roland Morrison



## **SCHEDULE "A"**

(Placeholder for this schedule; please see PDF document)

## **APPENDIX "A"**

### **MEMORANDUM OF UNDERSTANDING**

**B E T W E E N :**

**NISHNAWBE-ASKI POLICE SERVICE**

(hereinafter called the "Employer")

- and -

**PUBLIC SERVICE ALLIANCE OF CANADA**

(hereinafter called the "Alliance")

### **SALARIES AND WAGES**

WHEREAS the Employer receives funding from the Governments of Ontario and Canada pursuant to a Police Service Agreement dated September 2003 and subsequently amended by four (4) separate agreements, the last of which is dated September 2007, and which provides funding for the period ending March 31, 2008;

AND WHEREAS the Employees last received an increase for the period ending March 31, 2006;

AND WHEREAS in Amending Agreement 3, referred to above, the Employer received funding for the period April 1, 2006 to March 31, 2007 based on a two (2%) percent increase of the rate of pay which was in effect on April 1, 2005 (see Schedule "A") together with an allowance for overtime and remote pay with the total amount received being \$146,206.00;

AND WHEREAS the Employer has advised the Alliance that it has negotiated funding for salaries and wages with the Governments of Ontario and Canada on the basis of parity with the Ontario Provincial Police(OPP) commencing on April 1, 2007;

AND WHEREAS the Employer has proposed increases to the existing pay rates for positions set out in Schedule "A" retroactive to April 1, 2007 in accordance with OPP parity, and the Alliance has agreed to the same;

AND WHEREAS funding for the OPP parity increases of April 1, 2007 has been approved as at the date of ratification of this agreement, but the actual transfer of funds to NAPS has not taken place;

NOWHEREFORE, the Employer and the Alliance agree as follows:

6. On December 13, 2007, all Employees shall receive a lump sum payment for the period April 1, 2006 to March 31, 2007. The lump sum payment is set out in Schedule "B" attached hereto. Provided, however, that if an Employee's employment start date occurred after April 1, 2006, the lump sum payment shall be pro-rated accordingly.
7. Commencing on the 13<sup>th</sup> day of December, 2007, the Employer shall pay to the Employees the April 1, 2007 OPP rate of pay, which is set out in Schedule "A" attached hereto. Further, the aforesaid rate of pay shall be paid retroactive to April 1, 2007 and all retroactive pay due and owing to each Employee shall be paid on December 13, 2007.
8. All payments referred to in paragraphs 1 and 2 of this appendix will only be paid to Employees who are employed by the Employer at the date of ratification of this Collective Agreement.
9. The Employer has advised the Alliance that "tag along future wage increases" based on OPP parity have been approved in principle by the negotiators for Ontario and Canada. Future wage increases based on OPP parity will be negotiated on the basis of full retroactivity to the relevant start date.
10. The Employer agrees to keep the Alliance fully advised with respect to the progress of the funding negotiations with respect to isolation pay in remote fly-in communities.

**SCHEDULE "A"**

**NISHNAWBE-ASKI POLICE SERVICE  
Salary Chart**

CATEGORY  NAPS Rank	Effective April 1/05	2007 OPP rate effective Dec.	Apr 1/08 OPP rate to be effective upon receipt of funding with full retroactivity to Apr 1/08
		<u>13/07 but retroactive to April 1/07</u>	
OPC	32,640	34,628	35,667
4th Class Constable	36,914	44,762	46,105
3rd Class Constable 12 - 18 mo	48,478	51,987	53,547
3rd Class Constable 18 - 24 mo	55,407	59,417	61,200
2nd Class Constable	61,640	66,102	68,085
1st Class Constable 3 - 10 yrs	69,254	74,267	76,495
Sr. Constable- 1st class 10+ yrs	70,639	76,495	78,790
Sergeant - Level 1	78,257	77,982	80,321
Sergeant - Level 2	79,822	83,922	86,439
Staff Sergeant L1	83,410	87,638	90,267
Staff Sergeant L2	83,410	92,089	94,851
Staff Sergeant L3	83,410	95,063	97,915

\* The Sergeant L1 rate given to NAPS in April 2005 was incorrect (too high).  
The correction is made effective April 2007.

**SCHEDULE "B"**

**Funding received for  
April 1, 2006 to March 31, 2007 -- \$146,206.00**

* Lump sum payment for April 1, 2006 to March 31, 2007	# of positions	Lump sum payment	
		cost	
4 <sup>th</sup> Class – December '06 anniversary	8	370	2,960
<b>4<sup>th</sup> Class</b>			
3 <sup>rd</sup> Class L1	8	1030	8,240
3 <sup>rd</sup> Class L2	3	1090	3,270
<b>2<sup>nd</sup> Class</b>	9	1210	10,890
<b>1<sup>st</sup> Class</b>	54	1450	78,300
Senior Constable	16	1570	25,120
Sergeant L1	2	1650	3,300
Sergeant L2	5	1730	8,650
Staff Sergeant	2	1810	3,620
	109		146,290

\* Where an Officer's employment start date occurred after April 1, 2006, the lump sum payment shall be pro-rated accordingly.

**SCHEDULE "C"**

**NISHNAWBE-ASKI POLICE SERVICE  
Salary Comparison**

<b>CATEGORY NAPS Rank</b>	<b>Effective April 1/05</b>	<b>NewOPP rate effective Apr 1/07</b>	<b>% INCREASE</b>	<b>NewOPP rate effective Apr 1/08</b>	<b>% INCREASE</b>
OPC	32,640				
4th Class Constable	36,914	40,774	10.46%	41,997	3.00%
3rd Class Constable 12 - 18 mo	48,478	51,987	7.24%	53,547	3.00%
3rd Class Constable 18 - 24 mo	55,407	59,417	7.24%	61,200	3.00%
2nd Class Constable	61,640	66,102	7.24%	68,085	3.00%
1st Class Constable 3 - 10 yrs	69,254	74,267	7.24%	76,495	3.00%
Sr Constable 1st class 10+ yrs	70,639	76,495	8.29%	78,790	3.00%
* Sergeant - Level 1	78,257	77,982	0.00%	80,321	3.00%
* Sergeant - Level 2	79,822	83,922	5.14%	86,439	3.00%
Staff Sergeant L1	83,410	87,638	5.07%	90,267	3.00%
Staff Sergeant L2	83,410	92,089	10.41%	94,851	3.00%
Staff Sergeant L3	83,410	95,063	13.97%	97,915	3.00%

\* The Sergeant L1 rate given to NAPS in April 2005 was incorrect (too high). The correction is made effective April 2007.

**APPENDIX "A"**

**MEMORANDUM OF UNDERSTANDING**

**B E T W E E N :**

**NISHNAWBE-ASKI POLICE SERVICE**

(hereinafter called the "Employer")

- and -

**PUBLIC SERVICE ALLIANCE OF CANADA**

(hereinafter called the "Alliance")

**SALARIES AND WAGES**

WHEREAS the Employer receives funding from the Governments of Ontario and Canada pursuant to a Police Service Agreement dated September 2003 and subsequently amended by four (4) separate agreements, the last of which is dated September 2007, and which provides funding for the period ending March 31, 2008;

AND WHEREAS the Employees last received an increase for the period ending March 31, 2006;

AND WHEREAS in Amending Agreement 3, referred to above, the Employer received funding for the period April 1, 2006 to March 31, 2007 based on a two (2%) percent increase of the rate of pay which was in effect on April 1, 2005 (see Schedule "A") together with an allowance for overtime and remote pay with the total amount received being \$146,206.00;

AND WHEREAS the Employer has advised the Alliance that it has negotiated funding for salaries and wages with the Governments of Ontario and Canada on the basis of parity with the Ontario Provincial Police (OPP) commencing on April 1, 2007;

AND WHEREAS the Employer has proposed increases to the existing pay rates for positions set out in Schedule "A" retroactive to April 1, 2007 in accordance with OPP parity, and the Alliance has agreed to the same;

AND WHEREAS funding for the OPP parity increases of April 1, 2007 has been approved as at the date of ratification of this agreement, but the actual transfer of funds to NAPS has not taken place;

NOWHEREFORE, the Employer and the Alliance agree as follows:

1. On December 13, 2007, all Employees shall receive a lump sum payment for the period April 1, 2006 to March 31, 2007. The lump sum payment is set out in Schedule "B" attached hereto. Provided, however, that if an Employee's employment start date occurred after April 1, 2006, the lump sum payment shall be pro-rated accordingly.
2. Commencing on the 13<sup>th</sup> day of December, 2007, the Employer shall pay to the Employees the April 1, 2007 OPP rate of pay, which is set out in Schedule "A" attached hereto. Further, the aforesaid rate of pay shall be paid retroactive to April 1, 2007 and all retroactive pay due and owing to each Employee shall be paid on December 13, 2007.
3. All payments referred to in paragraphs 1 and 2 of this appendix will only be paid to Employees who are employed by the Employer at the date of ratification of this Collective Agreement.
4. The Employer has advised the Alliance that "tag along future wage increases" based on OPP parity have been approved in principle by the negotiators for Ontario and Canada. Future wage increases based on OPP parity will be negotiated on the basis of full retroactivity to the relevant start date.
5. The Employer agrees to keep the Alliance fully advised with respect to the progress of the funding negotiations with respect to isolation pay in remote fly-in communities.



DATED AT Thunder Bay, Ontario this      day of      , 2007.

Nishnawbe-Aski Police Service

Public Service Alliance of Canada

Per:

Per:

---

---

**SCHEDULE "A"**

**NISHNAWBE-ASK1 POLICE SERVICE  
Salary Chart**

<b>CATEGORY</b>  <b>NAPS Rank</b>	<b>Effective April 1/05</b>	<b>2007 OPP rate effective Dec. 13/07 by retroactive to April 1/07</b>	<b>Apr 1/08 OPP rate to be effective upon receipt of funding with full retroactivity to Apr 1/08</b>
<b>OPC</b>	<b>32,640</b>	<b>34,628</b>	<b>35,667</b>
<b>4th Class Constable</b>	<b>36,914</b>	<b>44,762</b>	<b>46,105</b>
<b>3rd Class Constable</b> 12 - 18 mo	<b>48,478</b>	<b>51,987</b>	<b>53,547</b>
<b>3rd Class Constable</b> 18 - 24 mo	<b>55,407</b>	<b>59,417</b>	<b>61,200</b>
<b>2nd Class Constable</b>	<b>61,640</b>	<b>66,102</b>	<b>68,085</b>
<b>1st Class Constable</b> 3 - 10 yrs	<b>69,254</b>	<b>74,267</b>	<b>76,495</b>
<b>Sr. Constable - 1st class 10+ yrs</b>	<b>70,639</b>	<b>76,495</b>	<b>78,790</b>
<b>Sergeant - Level 1</b>	<b>78,257</b>	<b>77,982</b>	<b>80,321</b>
<b>Sergeant - Level 2</b>	<b>79,822</b>	<b>83,922</b>	<b>86,439</b>
<b>Staff Sergeant L1</b>	<b>83,410</b>	<b>87,638</b>	<b>90,267</b>
<b>Staff Sergeant L2</b>	<b>83,410</b>	<b>92,089</b>	<b>94,851</b>
<b>Staff Sergeant L3</b>	<b>83,410</b>	<b>95,063</b>	<b>97,915</b>

\* The Sergeant L1 rate given to NAPS in April 2005 was incorrect (too high). The correction is made effective April 2007.

## SCHEDULE "B"

**Funding received for  
April 1, 2006 to March 31, 2007 – \$146,206.00**

* Lump sum payment for April 1, 2006 to March 31, 2007	# of positions	Lump sum payment	
		cost	
4 <sup>th</sup> Class– December '06 anniversary	8	370	2,960
4 <sup>th</sup> Class	2	970	1,940
3 <sup>rd</sup> Class L1	8	1030	8,240
3 <sup>rd</sup> Class L2	3	1090	3,270
2 <sup>nd</sup> Class	9	1210	10,890
1 <sup>st</sup> Class	54	1450	78,300
Senior Constable	16	1570	25,120
Sergeant L1	2	1650	3,300
Sergeant L2	5	1730	8,650
Staff Sergeant	2	1810	3,620
	109		146,290

\* Where an Officer's employment start date occurred after April 1, 2006, the lump sum payment shall be pro-rated accordingly.

## SCHEDULE "C"

### NISHNAW BE-ASK1 POLICE SERVICE Salary Comparison

3rd Class Constable 12 - 18 mo	48,478	51,987	7.24%	53,547	3.00%
3rd Class Constable 18 - 24 mo	55,407	59,417	7.24%	61,200	3.00%
2nd Class Constable	61,640	66,102	7.24%	68,085	3.00%
1st Class Constable 3 - 10 yrs	69,254	74,267	7.24%	76,495	3.00%
Sr Constable - 1st class 10+ yrs	70,639	76,495	8.29%	78,790	3.00%
* Sergeant - Level 1	78,257	77,982	0.00%	80,321	3.00%
* Sergeant - Level 2	79,822	83,922	5.14%	86,439	3.00%
Staff Sergeant L1	83,410	87,638	5.07%	90,267	3.00%
Staff Sergeant L2	83,410	92,089	10.41%	94,851	3.00%
Staff Sergeant L3	83,410	95,063	13.97%	97,915	3.00%

\* The Sergeant L1 rate given to NAPS in April 2005 was incorrect (too high). The correction is made effective April 2007.

100

## APPENDIX "D"

**WHEREAS** the Nishnawbe-Aski Police Service (the Employer) **has** determined that the size and nature of the operations of the Police Service **and** the number of work places preclude the **effective functioning** of a single work place committee or Health and Safety representative, **as** the case may be, for each of those work places;

**AND WHEREAS** in accordance with **section 137** of the *Canada Labour Code* the Employer has elected to establish one Workplace Health and Safety Committee for all of the workplaces described in schedule "A" attached hereto;

**AND WHEREAS** the Employer **has** proposed the following terms of reference with respect to **the** Workplace Health and Safety Committee;

### TERMS OF REFERENCE

#### WORKPLACE HEALTH AND SAFETY COMMITTEE

##### 1. Workplace Committee Membership

**1.3** The Committee shall consist of *six (6)* members as follows:

- Employer Co-chair
- Employee Co-chair
- 2 Employer (Management) representatives
- 2 Employee (Union) representatives

**1.4** Once appointed to **the** Committee, representatives shall serve a membership term not exceeding two (2) years, which may be renewed at the end of each term.

##### 2. Committee Meetings

**2.1** **The** Committee shall meet during regular working hours at least **nine** times during the calendar year at regular intervals. Meetings shall be held by teleconference or video conference, provided, however, the Committee **shall** meet in **person** no less than two **times** per calendar year at places **and** times determined by **consensus** agreement between the Co-chairs of the Committee. If other meetings are required as a result of an emergency or **other** special circumstances, **the** Committee shall meet as required during regular working hours or outside of those hours.

**2.2** **The** role of the Chair shall alternate between the Co-chairs.

**2.3** **Quorum** for Committee meetings shall consist of a majority of the members of the Committee, of which at least half are employee representatives.

### 3. Rules of Procedure

- 3.1 Subject to the provisions of the Canada Labour Code and the regulations thereunder, the Committee shall establish its own Rules of Procedure with respect to the terms of office not exceeding two (2) years, of its members and may establish any Rules of Procedure for its operation that it considers advisable.

### 4. Records

- 4.1 The Committee shall ensure that accurate records are kept of all the matters that come before it and that minutes are kept of its meetings. The committee shall make the minutes and records available to the Health and Safety officer at the officer's request.
- 4.2 It shall be the responsibility of the management Co-Chair to provide the secretarial resource to record the minutes of the meeting.
- 4.3 Minutes of Committee meetings shall only be distributed after approval by the Committee.

### 5. Committee Payment of Wages and Costs

- 5.1 The members of the committee are entitled to take the time required, during the regular working hours
- (a) to attend meetings or to perform any of their other functions; and
  - (b) subject to the authorization by both chairpersons of the Committee, for the purposes of preparation and travel,
- 5.2 Committee members shall be compensated by the Employer for the functions described in paragraph 5.1 whether performed during or outside the member's regular working hours, at the member's regular rate of pay or premium rate of pay as specified in the Collective Agreement.

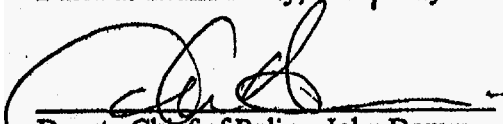
### 6. Alternates

- 6.1 Alternates will also be appointed to the Committee, for both the employer and the employee representatives, and they shall replace regular members at meetings as required.


## 7. Amendments or Revisions

- 7.1 These terms of reference may be amended or revised by consensus of the Committee and shall be reviewed every two (2) years.

Dated at Thunder Bay, this 4<sup>th</sup> day of October, 2006.



Deputy Chief of Police, John Domm



Judith Monteith-Farrell

The establishment of this Workplace Health and Safety Committee for the Nishnawbe-Aski Police Service at the Workplaces specified in schedule "A" attached hereto is approved.

\_\_\_\_\_  
Health and Safety Officer

**SCHEDULE A**

<b>WORKPLACE LOCATION</b>	<b>Number of Officers</b>
HEADQUARTERS	4
NORTHEAST OFFICE	11
AROLAND	3
ATTAWAPISKAT	7
BRUNSWICK HOUSE	1
CHAPLEAU CREE	1
CHAPLEAU OJIBWE	1
CONSTANCE LAKE	4
FORT ALBANY	5
KASHECHEWAN	5
MARTEN FALLS	1
MATACHEWAN	1
MATTAGAMI	2
MOOSE FACTORY	8
NEW POST	1
PEAWANUCK	2
WAHGOSHIG	1
17	58
NORTHWEST OFFICE	11
BEARSKIN LAKE	1
CAT LAKE	4
DEER LAKE	3
EABAMETOONG	3
FORT SEVERN	2
KASABONIKA	2
KEEWAYWIN	2
KINGFISHER LAKE	2
LANSDOWNE HOUSE	3
MISHKEEGOGAMANG	5
MUSKRAT DAM	2
NIBINAMIK	2
NORTH SPIRIT LAKE	3
POPLAR HILL	3
SACHIGO LAKE	2
SANDY LAKE	4
SLATE FALLS	2
WAPEKEKA	2
WEBEQUIE	2
WUNNUMIN LAKE	3
21	63
<b>TOTAL</b>	<b>121</b>