

COLLECTIVE AGREEMENT

BETWEEN:

THE PUBLIC SERVICE ALLIANCE OF CANADA



AND

NISHNAWBE-ASKI POLICE SERVICE BOARD
(CIVILIAN UNIT)



Expiry:

March 31, 2012

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TABLE OF CONTENTS

ARTICLE	SUBJECT	PAGE
1	Recognition and Definitions.....	1– 3
2	Management Rights.....	4
3	Alliance Membership.....	5
4	Employee Representatives.....	6
5	Harassment and Sexual Harassment.....	7
6	Pay Administration.....	8
7	Hours of Work.....	9 – 10
8	Overtime and Lieu Time.....	11 – 2
9	Call Back.....	13
10	Out of Town Assignments..	14
11	Promotion Procedure.....	15 – 16
12	Legal Indemnification.....	17
13	Leave for Alliance Business.....	18 – 19
14	Vacations.....	20 – 21
15	Designated Paid Holidays.....	22
16	Maternity Leave and Parental Leave.....	23 – 27
17	Sick Leave.....	28 – 29
18	Workplace Safety and Insurance.....	30 – 31
19	Duty to Accommodate.....	32
20	Bereavement Leave.....	33
21	Marriage Leave.....	34
22	Training and Development Leave.....	35
23	Education Leave.....	36
24	Medical and Dental Appointments.....	37
25	Benefits.....	38
26	Technological Change.....	39 – 40
27	Pensions.....	41
28	Layoff and Recall.....	42 – 44
29	Resignations.....	45
30	Secondary Employment.....	46
31	Employment Records.....	47
32	Established Privileges.....	48
33	Discipline and Dispute Resolution.....	49 – 51
34	Health and Safety Committee.....	52
35	Labour/Management Committees.....	53
36	Term Employees.....	54

TABLE OF CONTENTS (Cont'd)

ARTICLE	SUBJECT	PAGE
37	Copies of Agreement and Distribution.....	55
38	Severability of Terms.....	56
39	Term of Agreement.....	57
	Schedule "A" Civilian Salary Schedule.....	58 - 59
	Schedule "B" Benefit Summary.....	60 - 61
	Letter of Understanding (Court Coordinator).....	62

ARTICLE 1 - RECOGNITION AND DEFINITIONS

- 1.01 The Employer recognizes the Alliance as the exclusive Bargaining Agent with respect to all matters for all Civilian Employees of the Nishnawbe-Aski Police Service, excluding the position of Executive Assistant, Director of Finance and Manager of Human Resources.
- 1.02 “Continuous Employment” means all employment with the Nishnawbe-Aski Police Service where there has been no break in employment.
- 1.03 The term “Employee” whenever herein used shall mean only those Employees within the Bargaining Unit as described in Article 1.01 above and shall specifically exclude guards, caretakers, students, Part Time Employees who are scheduled to work less than ten (10) hours per week and Casual Employees who work from time to time.
- 1.04 “Leave” means authorized absence from duty by an Employee during his/her regular or normal hours of work.
- 1.05 The term “Probationary Employee” whenever herein used shall mean each new Employee who is hired to do bargaining unit work and has not completed **six (6)** months of continuous employment with the Employer. The Alliance acknowledges and agrees that until the Employee completes six (6) months of continuous employment with the Employer, they may be terminated by the Employer and the Probationary Employee shall not be entitled to file a grievance in the event of termination of employment. Provided, however, that where employment continues for more than six (6) months, vacation credits and other benefits contained in this agreement shall be calculated and shall accrue from the date of hire. Where an Employee is absent from duty for three or more consecutive days, with the exception of approved vacation leave, such days shall not be counted in the calculation of the six **(6)** month probationary period.

- 1.06 The term “Police Service” whenever hereinafter used shall mean the Nishnawbe-Aski Police Service, the Employer.
- 1.07 Wherever applicable in the Agreement the singular shall include the plural.
- 1.08 “Police Chief” means the Police Chief of Nishnawbe-Aski Police Service, or Deputy Police Chief of Nishnawbe-Aski Police Service or other person designated by the Police Chief.
- 1.09 “Spouse” will, be interpreted to include “common-law spouse”.
- 1.10 “Student” means a person occupying a student position during his or her regular school, college, or university vacation period or occupying a cooperative student position under a cooperative education program.
- 1.11 “Common Law Spouse” relationship exists, when, for a continuous period of at least one year, an employee has lived with a person and represented that person to be his/her spouse and continues to live with the person as if that person were his/her spouse.
- 1.12 “Vacancy” means an unoccupied funded position in the Bargaining Unit of the Employer whether newly created or otherwise.
- 1.13 “Grievance” means a complaint of an Employee or the Alliance, made in writing, concerning a working condition or term of employment which is applicable to Employees covered by this Collective Agreement.
- 1.14 “Group Grievance” means a complaint common to four (4) or more Employees, made in writing, concerning a working condition or term of employment that is applicable to Employees covered by this Agreement.
- 1.15 “Grievor” means a person who has filed a grievance under this Collective Agreement.

1.16 **Any** expression of the male gender shall also include the female gender in its application and vice versa.

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

ARTICLE 2 - MANAGEMENT RIGHTS

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

ARTICLE 2A – APPLICATION

- 2A.01 The provisions of this Agreement apply to the Alliance, Employees, and the Employer.
- 2A.02 Except as otherwise noted in this Agreement, notification to the Employer by the Alliance shall be made to the Nishnawbe-Aski Police Service, Attention Police Chief.
- 2A.03 No Bargaining Unit Member shall enter into any other agreement with the Employer.

ARTICLE 3 - ALLIANCE MEMBERSHIP

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

ARTICLE 4 – EMPLOYEE REPRESENTATIVES

- 4.01 The Alliance shall notify the Employer, in writing, of the name and responsibilities of its Employee Representatives no later than April 1st of each year,
- 4.02 Employee Representatives of the Alliance shall first obtain the permission of his/her immediate supervisor prior to participating in Alliance business during his/her normal hours of work.

ARTICLE 5 – HARASSMENT AND SEXUAL HARASSMENT

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

ARTICLE 5A – NO DISCRIMINATION

5A 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.

ARTICLE 6 - PAY ADMINISTRATION

- 6.01 The Employer shall pay each Employee the salary and wages as set out in Schedule "A" annexed hereto and forming part of this Agreement.
- 6.02 The Employer shall provide each Employee with an itemized statement of the salary, overtime and other supplementary pay and deductions for each pay period.
- 6.03 Except when it is beyond its control, the Employer shall deposit an Employee's salary and wages in the Employee's bank account not later than 0700 hours on each pay day.
- 6.04 The Employer shall not make any deductions from an Employee's salary and wages unless authorized by the Employee, statute, court order, arbitration or this Agreement.
- 6.05 Except as authorized or permitted by Federal or Provincial statute, the Employer shall not claim set-off against the salary and wages of any Employee, make any claim against such salary and wages for liquidated or unliquidated damages, or retain, cause to be retained to itself or accept directly or indirectly any salary and wages payable to an Employee.
- 6.06 When the Employer proposes to modify or change an existing Classified position, the classification and the salary range for that position shall be negotiated with the Alliance.

ARTICLE 7 - HOURS OF WORK

Headquarters and Mechanical Staff

- 7.01 i) Normal hours of work for each Employee shall be a total of thirty five (35) hours per week, Monday to Friday, between 8:30 a.m. to 4:30 p.m., provided, however, that the normal hours for the Mechanical Foreman shall be eight (8) hours per day and forty hours (40) per week, Monday to Friday, between 8:00 a.m. and 5:00 p.m.
- ii) An Employee may, upon request, perform their hours of work at times different than those provided under clause 7.01(i). Under no circumstances, however, shall such hours commence before 7:30 a.m. or extend beyond 5:30 p.m. Any such changes to the normal hours of work must be approved, in writing, by the Police Chief.
- 7.02 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, and all Employees shall be permitted to take a daily unpaid meal period of not more than sixty (60) minutes.

Offender Transport

- 7.03 The normal hours of work for Employees performing Offender Transport duty shall be a total of forty (40) hours per week, averaged across the schedule of work, posted from time to time by the Police Chief.
- 7.04 Work schedules shall be divided into a continuous block of hours and shall be eight (8) hours in duration including a forty-five (45) minute paid lunch period, or ten (10) hours in duration, including a fifty (50) minute paid lunch period. Employees shall only be required to work during their assigned lunch period where there are immediate and evident operational requirements which preclude the taking of a lunch break.
- 7.05 Where an employee is required to work during their assigned paid

lunch period, the Employer may, at its discretion, allow the employee to finish their shift forty-five (45) or fifty (50) minutes prior to their normal end of shift.

- 7.06 No split shifts shall be worked by Employees performing Offender Transport duties.
- 7.07 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.
- 7.08 An Employee shall, in every normal work week, have a minimum of two (2) consecutive days off.
- 7.09 Where an Employee on a regular shift is required by the Employee's supervisory officer to terminate a shift before the completion of the Employee's shift, the Employee shall receive no less than the pay for the hours he or she was scheduled to work for such shift.
- 7.10 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.
- 7.11 For Employees performing Offender Transport duties, shift schedules shall be posted six (6) weeks in advance for all Employees, and:
 - (a) The Employer shall 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 8 - OVERTIME AND LIEU TIME

- 8.01 Overtime shall be any time spent in the service of the Employer in excess of an Employee's normal hours of work.
- 8.02 Where an Employee is required to work for any period in excess of fifteen (15) minutes after the Employee's normal hours of work, such time shall accumulate, including the first fifteen (15) minutes and be credited to the Employee as overtime.
- 8.03
- i) Absent exigent circumstances or the unavailability of the Employee's supervisor, manager or Police Chief, all overtime must be pre-approved. Where, due to these circumstances, an Employee works overtime without the appropriate approval, the Employee will contact their supervisor at the first opportunity and discuss the reasons why the Employee worked overtime.
 - ii) Where the Employer determines that an Employee shall not be permitted to work overtime without the express pre-approval of the Employee's supervisor, manager or Police Chief, the Employee shall be so advised in writing.
- 8.04 Unless the Canada Labour Code or the Regulations thereto prescribe a greater rate, all overtime shall be compensated at the rate of one and one-half (1 ½) hour of overtime for every hour worked in excess of the Employee's normal hours of work or a portion thereof. For the purpose of calculating partial hours, overtime shall be computed to the nearest half (1/2) hour, and a period of fifteen (15) minutes to thirty (30) minutes shall be credited as half (1/2) hour while a period of one (1) minute to fourteen (14) minutes shall be disregarded.
- 8.05 Overtime may be taken in cash or in compensatory time off, at the Employee's election. Overtime which an Employee has accumulated may be taken off by the Employee as part of a day, or as whole day or days. The Employee shall make the request to the Employee's supervisor and the time off will only be taken

with the agreement of the Employee's supervisor.

8.06

Where an Employee has accumulated hours in an overtime bank as provided for above, and at the end of the calendar year, there are hours in the overtime bank, the Employee may carry all of the hours in the overtime bank into the next calendar year and use the accumulated hours as days off as set out in Article 8.05 above. Provided, however, that in any event an Employee shall not be permitted to accumulate more than two hundred (200) hours in an overtime bank. Any banked time in excess of two hundred (200) hours shall be cashed out at the Employee's rate of pay in effect at the time it was earned.

ARTICLE 9 - CALL BACK

- 9.01 An Employee who completes a shift and thereafter, during off duty hours and before the commencement of the Employee's next scheduled shift, is called back to duty shall be paid for each such call back the greater of:
- (a) one and one-half (1-1/2) times the employee's regular hourly rate of pay, for each hour or part thereof worked:
- or
- (b) four (4) hours at the Employee's regular hourly rate of Pay.
- 9.02 Call back pay shall only be paid if the call back was requested and confirmed by the Employee's supervisor.

On Call Premium

- 9.03 If an Employee is required by the Police Chief or designate to be on call and to perform on call duties, they shall receive an allowance of one (1) hour's pay for every eight (8) hours they are on call.

ARTICLE 10 - OUT OF TOWN ASSIGNMENTS

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

ARTICLE 11 - PROMOTION PROCEDURE

- 11.01 It is the goal of the Employer to fill every vacant position, existing and anticipated, with the best available candidate and where reasonably possible, to enable Employees to advance within the organization.
- 11.02 All vacancies for positions within the Bargaining Unit shall be posted on the NAPS Intranet and at Headquarters and Regional Offices. The posting shall be for a period of no less than ten (10) working days in order to allow interested applicants to file their applications.
- 11.03 All postings shall contain the following information:
- (i) location
 - (ii) title
 - (iii) hours of work and length of term
 - (iv) qualifications
 - (v) wage rate
- 11.04 The Employer shall make a short list of candidates who appear to meet the criteria for the position and conduct interviews if, in the opinion of the Employer, interviews are required.
- 11.05 The Employer shall, acting reasonably and in good faith in accordance with Article 11.01, determine if a suitable candidate has applied for the position and in the event a suitable candidate is not selected, the position shall be advertised externally.
- 11.06 In the event the successful applicant is an existing employee then the Employer agrees that the successful applicant shall be allowed a trial period of up to thirty (30) days, during which the Employer will determine **if** the Employee has the satisfactory skill and ability to perform the job. Within the period of thirty (30) days referred to above, the Employee may elect to

voluntarily return, or be returned by the Employer to the position she/he formerly occupied, without loss of seniority. The vacancy, resulting from the posting, may be filled on a temporary basis by the Employer until the trial period is completed.

ARTICLE 12 - LEGAL INDEMNIFICATION

12.01 The Employer shall, in all respects, provide the same legal indemnification to members of the bargaining unit as that provided to its Employees who are governed by the collective agreement between the Public Service Alliance of Canada and the Nishnawbe-Aski Police Service Board (Officer Unit). For further clarity, it is the intent of the parties that the Employees of the civilian unit are provided with the same legal indemnification and protections as Employees in the Officer Unit.

ARTICLE 13 – LEAVE FOR ALLIANCE BUSINESS

- 13.01 Subject to the provisions of this Article, an Employee may request from the Police Chief, leave to attend Alliance meetings, hearings, or other Alliance business. The Police Chief shall grant such leave if it is in compliance with this Article and does not interfere with the effective and efficient operational requirements of the Police Service.
- 13.02 Application for leave shall be from the Alliance, in writing, to the Police Chief and shall provide the Police Chief with three (3) weeks' notice of the request, and shall identify the Employee's name.
- 13.03 Employees shall not use the Employer's vehicles, equipment, uniforms or supplies without the Police Chief's permission in relation to attending Alliance meetings, hearings, or other Alliance business, except for limited communication by a fax and/or telephone.
- 13.04 Employees shall be entitled to receive leave under this Article without pay unless otherwise stipulated herein or elsewhere in this Agreement. Where leave without pay is granted, the Employees shall have their regular salary uninterrupted during such leave and the Employer shall invoice the union for the cost of lost wages.
- 13.05 Should an Employee be a member of the Executive Board of the Alliance, such Employee shall be granted leave of absence(s) without pay for Alliance business. Such leave of absence(s) will only be granted when it does not interfere with the effective and efficient operations of the service, and such leave shall not be unreasonably withheld by the Employer.
- 13.06 Other than for collective bargaining, the total amount of leave during a calendar year shall not exceed five (5) working 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 leave

of absence will only be granted when it does not interfere with the effective and efficient operations of the service, and such leave shall not be unreasonably withheld by the Employer.

- 13.07 The Alliance shall have the right to post Alliance notices in each building occupied by the Employer at locations satisfactory to the Police Chief and accessible to the Employees.
- 13.08 The Employer shall allow an Employee to attend Alliance meetings held in the Employee's work area while on duty, provided that the Employee attending such meeting shall only use time allotted to the Employee's lunch period and/or break periods for the purpose of attending the meeting(s).
- 13.09 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.

Collective Bargaining

- 13.10 i) The Employer shall grant leave with pay to a maximum of three (3) Employees to represent the union in collective bargaining. Such leave shall be granted for the purpose of attending negotiations with the Employer and shall not be subject to any overtime.
- ii) Leave without pay shall be granted for the purpose of attending meetings in preparation for collective bargaining, and for the purpose of travel to and from negotiations. All travel, meal and other personal expenses incurred in both preparing for and attending at negotiations shall be the responsibility of the union and not compensable by the Employer. The Employees shall have their regular salary uninterrupted during such leave and the Employer shall invoice the union for the cost of lost wages.

ARTICLE 14 - VACATIONS

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

Based on a 35 hour work week

Years of Service	Annual Entitlement		Monthly Entitlement
1 to 8 years	15 days or	105 hours	1-1/4 day or 8.75 hrs
9 to 12 Years	20 days or	140 hours	1-2/3 days or 11.67 hrs
13 to 24 years	25 days or	175 hours	2-1/12 days or 14.58 hrs
25 to 29 years	30 days or	210 hours	2-1/2 days or 17.5 hrs
30+ years	35 days or	245 hours	2-1 1/12 days or 20.42 hrs

Based on a 40 hour work week

Years of Service	Annual Entitlement		Monthly Entitlement	
	Days	Hours	Days	Hours
1 to 8 years	15 days or	120 hours	1-1/4 day or	10 hrs
9 to 12 years	20 days or	160 hours	1-2/3 days or	13.33 hrs
13 to 24 years	25 days or	200 hours	2-1/12 days or	16.67 hrs
25 to 29 years	30 days or	240 hours	2-1/2 days or	20 hrs
30+ years	35 days or	280 hours	2-1 1/12 days or	23.33 hrs

14.02 Where an employee is hired after January 1st in a calendar year, vacation entitlement shall be granted in that year on a prorated basis from the date of hire.

14.03 An Employee shall not be entitled to time off for vacation until after the expiration of six (6) months from the date of the commencement of the Employee's employment with the Employer unless otherwise authorized by the Employer.

14.04 An Employee shall be entitled to increased vacation in accordance with the schedule above in the year in which the anniversary of the Employee occurs on a prorated basis.

14.05 Employees shall make application for vacation leave prior to the first day of March each year and such requests shall be

granted on the basis of seniority subject to the operational requirements of the Police Service.

- 14.06 Subject to the other provisions of this Article, each Employee shall be given the opportunity to have an equitable share of the vacation leave during the period May 1st to October 1st of each calendar year.
- 14.07 **An** Employee shall be entitled to carry one year's vacation entitlement or any portion thereof over to the following year.
- 14.08 In the event, an Employee accumulates vacation credits in excess of one year's vacation credits, then the Employee shall be required to reduce the accumulated vacation credits to a maximum of one year's vacation credits by December 31st of that year.
- 14.09 When, in any year, for any reason, an Employee leaves the Police Service prior to receiving annual vacation in that year, the Employee shall be given the proportionate amount of vacation or pay in lieu thereof, for that year, plus any vacation pay in lieu thereof carried over from previous year(s) before the Employee's name is removed from the payroll or before the Employee's resignation becomes effective, as the case may be. Where the Employee leaves the Police Service, for any reason, having taken the complete vacation for that year or otherwise leaving a deficit in vacation entitlement, the amount of such deficit shall be deducted from any monies owing to the Employee.

ARTICLE 15 – DESIGNATED PAID HOLIDAYS

15.01 Each Employee shall be entitled to thirteen (13) designated paid holidays in each calendar year during the term of this Agreement. The designated paid holidays are as listed below;

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

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

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

- (a) during an unpaid leave of absence, unless the leave is due to sickness or injury;
- (b) where the employee is receiving Workplace Safety and Insurance Board benefits; or
- (c) while the Employee is receiving long term disability benefits.

15.04 Where the designated paid holiday occurs during an Employee's absence, due to sickness, vacation, or other paid leave of absence, the day will be deemed to be a designated paid holiday, and the Employee will receive designated paid holiday pay.

ARTICLE 16 – MATERNITY LEAVE AND PARENTAL LEAVE

- 16.01 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.
- 16.02 Vacation credits, seniority and service continue to accrue during the pregnancy leave.
- 16.03 An employee entitled to maternity 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.
- 16.04 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.

- 16.05 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.
- 16.06 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 16A (Parental Leave).
- 16.07 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.
- 16.08 In accordance with Articles 16.04 (a) and 16.04 (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.
- 16.09 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.

- 16.10 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.
- 16.11 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.
- 16.12 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 16A – Parental Leave

- 16A.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.
- 16A.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.
- 16A.03 Vacation credits, seniority and service continue to accrue during the parental leave.
- 16A.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.

- 16A.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.
- 16A.06 Subject to Article 16A.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.
- 16A.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.
- 16A.08 Except for an Employee to whom Article 16 (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.
- 16A.09 An Employee returning from a leave of absence under Articles 16A.02 and 16A.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 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.

16A.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 17 - SICK LEAVE

- 17.01 Every Employee working a seven (7) hour shift shall receive a credit of six (6) hours of sick leave for each month of service, to a maximum of seventy (70) hours of sick leave per calendar year. An Employee working an eight (8) or ten (10) hour shift shall receive a credit of 6.67 hours of sick leave for each month of service, to a maximum of eighty (80) hours of sick leave per calendar year.
- 17.02 Each Employee shall be entitled to receive sick pay, at full salary, for any time lost by reason of illness or injury to the full extent of sick leave credits in an Employee's sick leave credit bank at the time of such absence, except for the Employee's awarded compensation pursuant to the Workplace Safety and Insurance Act.
- 17.03 For just reason, the Employer may 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. In such case, the Employee shall be notified by the Police Chief, in writing and in advance of any subsequent request for sick leave, of the requirement to provide such documentation. The written notification shall include the reasons for which it is being issued.
- 17.04 Any sick leave credits not used at the end of a calendar year will be carried over to the next year, to a maximum of seventy (70) hours for Employee working a seven (7) hour shift and eighty (80) hours for Employees working an eight (8) or ten (10) hour shift. For further clarity, an Employee may only have a maximum of one hundred and forty (140) or one hundred and sixty (160) hours of sick leave banked at any given time, depending on the length of their regular shift. Any additional hours shall be forfeited.
- 17.05 The number of hours for which an Employee receives sick pay shall be deducted from the Employee's cumulative sick leave credits. Sick leave may be taken for a portion of a shift, in

which case the deduction will be made for each hour or portion thereof which the Employee was absent,

- 17.06 An Employee who is unable to report for duty by reason of illness or injury shall notify the Employee's immediate supervisor prior to the commencement of the shift or, where not practicable, as soon thereafter as possible.
- 17.07 Upon termination of an Employee's employment, for whatever reason, any unused sick leave credits shall be forfeited.
- 17.08 In the event an Employee resigns or is terminated during the calendar year and the Employee has used more sick leave credits from the Employee's sick leave credit bank, than he/she has earned in accordance with Article 17.01 for that portion of the calendar year, then the Employee shall repay the excess sick leave credits so used to the Employer and the Employer shall be entitled to deduct the amount owing from any final payment to the Employee.
- 17.09 In the event an Employee is in receipt of Short Term Disability Benefits, all earned sick leave credits, overtime credits, designated paid holiday credits, vacation credits, and other lieu time credits, may, upon written request, be utilized by the Employee until exhausted, so that the Employee may continue to receive one hundred percent (100%) of the Employee's regular wage.
- 17.10 Employees working a seven (7) hour shift may use a maximum of twenty-one (21) hours of sick leave credits, and Employees working an eight (8) or ten (10) hour shift may use a maximum of twenty-four (24) hours of sick leave credits:
- (a) for a medical or dental appointment for the employee or a dependent family member. The Employee shall make every effort to schedule such appointments outside of normal working hours;
 - (b) to provide for the temporary care of a sick member of the employee's family.

ARTICLE 18 - WORKPLACE SAFETY AND INSURANCE

1. ARTICLE 18 – WORKPLACE SAFETY AND INSURANCE:

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 one (1) month or until the Employee begins to receive WSIB income replacement benefits, whichever is the lesser period of time. The Employee shall receive 85% of their regular salary for a further period of not more than two (2) months or until the Employee begins to receive WSIB income replacement benefits, whichever is the lesser period of time. Provided, however, 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, and

- (e) Continue to receive full coverage under this Collective Agreement and the Employer shall continue to fund one hundred (100%) percent of the Employer's contributions for benefits and pension contributions as required by the WSIB Act, as amended from time to time.

ARTICLE 19 - DUTY TO ACCOMMODATE

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

ARTICLE 20 – BEREAVEMENT LEAVE

Bereavement Leave

- 20.01 Upon notification to the Employer, an Employee who would otherwise have been at work shall be allowed **up** to five (5) days' leave with pay in the event of the death of a member of his/her immediate family and such leave will not be charged against the Employee's attendance credits. For the purpose of this section, "immediate family", shall include the Employee's spouse, common-law spouse, mother, father, stepmother, stepfather, mother-in-law, father-in-law, son, daughter, stepson, stepdaughter, brother, sister, grandchildren and the grandparents of the Employee and spouse or any relative with whom the Employee lives.
- 20.02 Upon notification to the Employer, an Employee shall be allowed one (1) day's leave with pay in the event of the death of their son-in-law, daughter-in-law, brother-in-law, sister-in-law, foster parent or legal guardian.
- 20.03 Upon request to their supervisor, necessary travelling time may be granted at the discretion of the Police Chief.
- 20.04 Employer shall grant up to eight (8) weeks full without pay to an Employee who is in receipt of, or awaiting, on a benefit under the Employment Standards Act.
- 20.05 Should the Employee be granted leave and subsequently denied Employment Insurance Benefits for the period so taken, any leave granted shall be converted to vacation leave and deducted from the Employee's vacation leave bank.
- 20.06 Notwithstanding any other provision of this Collective Agreement the Employer may, for compassionate reasons, provide Employees with additional leave with or without pay, at the discretion of the Police Chief.

ARTICLE 21 - MARRIAGE LEAVE

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

ARTICLE 22 - TRAINING AND DEVELOPMENT LEAVE

22.01 Training and development leave shall be granted in a fair and equitable manner.

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

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

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

ARTICLE 23 - EDUCATION LEAVE

- 23.01 An Employee with at least three (3) years of continuous employment with the Employer who wishes to further his or her education may apply for an unpaid education leave of up to one (1) year, for the purpose of obtaining further education that is job related. Such leave requires the approval of the Police Chief, taking into consideration the operational requirements of the Police Service, the suitability of the applicant for training or education, and the appropriateness of the proposed training or education.
- 23.02 While an Employee is on unpaid education leave, any benefits based on service or seniority shall be retained, but not accumulated.
- 23.03 The Employer shall make available to the Employee upon the expiration of the education leave, a position at least equivalent to that which the Employee held prior to the education leave.

ARTICLE 24 – MEDICAL AND DENTAL APPOINTMENTS

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

ARTICLE 25 - BENEFITS

25.01 The Employer shall continue to contract with an insurance carrier for the purpose of providing insured services, similar to the present Great West Life Group Insurance Plan contract number 201193 in respect of extended health care, emergency travel assistance, dental care, short term disability, long term disability, life insurance and accidental death and dismemberment. The Employer will provide each Employee with the booklet which outlines the Insurance Plan. Based on the outline contained in this booklet, a summary of the benefits is set out in Schedule (B) of this Agreement.

ARTICLE 26 – TECHNOLOGICAL CHANGE

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

26.05 As soon as reasonably practicable, after notice is given under clause **26.03**, the Employer shall consult with the Alliance concerning the effects of the technological change, referred to in clause **26.03**, on each group of Employees. Such consultation will include, but not necessarily be limited to the following:

- (a) The approximate number, class, and location of Employees likely to be affected by the change;
- (b) The effect the change may be expected to have on working conditions or terms and conditions of employment on Employees.

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

ARTICLE 27 - PENSIONS

- 27.01 All Employees shall be registered under the Ontario Pension Plan, administrated by the Ontario Pension Board. The contributions required and the terms of the Pension Plan shall be as set out in the Ontario Pension Plan and as may be determined by the Ontario Pension Board.

ARTICLE 28 - LAYOFF AND RECALL

- 28.01 (a) The Employer shall, unless there is an emergency, give the Alliance and the affected Employee ninety (90) days' written notice prior to the effective date of any layoff and the Employer agrees to meet with the Alliance to discuss alternatives to the layoff including redeployment, attrition and training for anticipated vacancies.
- (b) The Employee with the least seniority shall be the first to be laid off provided that the next senior Employee retained has the necessary skills, qualifications, abilities, and willingness to perform the work available.
- 28.02 Subject to Article 28.07, Employees on layoff possessing the necessary skills, qualification, abilities, and willingness to perform the work available, shall have a right of recall for positions which become available, during the layoff, in reverse order of layoff. In determining the ability of the Employee to perform the work, the Employer shall not act in an arbitrary or unfair manner.
- 28.03 The right of recall shall cease twelve (12) months after the date of layoff, and the Employee shall lose all seniority and be deemed terminated.
- 28.04 The Employer shall not pay any portion of the cost of an Employee's benefits, including pension contributions, after the month in which the Employee is laid off, provided that, subject to the conditions and the availability of the insurance benefits the Employee may seek to arrange to have his or her benefits continued solely at the Employee's expense until recall or until the expiry of the period referred to in Article 28.03, whichever first occurs.
- 28.05 Where an Employee is to be recalled, he, or she shall be informed of the recall by written notice. A notice sent to the last known address of the Employee as shown on the records of the

Employer shall be deemed to be sufficient notice. It is the responsibility of each Employee on layoff to keep the Employer informed of his or her current address. An Employee receiving recall notice shall advise the Employer, in writing, within ten (10) days of the recall, notice that he or she accepts the recall, and will commence employment at the date and place specified in the notice. Upon expiration, after ten (10) days following the date of such recall notice, any and all employment and recall rights of an Employee shall terminate where the Employee has not provided written acceptance of the recall.

28.06 Other than the right of recall, and the benefits provided in this Article, during the period of layoff, an Employee on layoff shall not be entitled to any of the benefits in this Agreement.

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

SEVERANCE PAY

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

- (i) are laid off with no possibility of recall; or
- (ii) resign, for Employees hired on or before December 31, 2009, or
- (iii) retire, or

(iv) die.

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

ARTICLE 29 - RESIGNATIONS

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

ARTICLE 30 - SECONDARY EMPLOYMENT

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

ARTICLE 31 - EMPLOYMENT RECORDS

- 31.01 . Discipline entries in the employment file shall be expunged thirty (30) months after the completion of the discipline, providing there has been no further discipline.
- 31.02 Each Employee is entitled to review his or her employment record prior to being counselled and on request, not to exceed twice per year, to receive a copy of any document in the record.
- 31.03 Every entry or notation made in an Employee's employment record with respect to disciplinary matters pertaining to the Employer shall be brought to the Employee's attention within fourteen (14) days.

ARTICLE 32 - ESTABLISHED PRIVILEGES

32.01 All rights, privileges, benefits, customs, practices, and working conditions enjoyed by Employees prior to the execution of this Agreement, providing they are not in conflict with any of the provisions of this Agreement, the Canada Labour Code, or the Canadian Human Rights Act shall be continued and no changes therein shall be made unless agreed to by the Employer and the Alliance.

ARTICLE 33 - DISCIPLINE AND DISPUTE RESOLUTION

Suspension, Discipline, or Termination

- 33.01 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 possible, the Employee and the Alliance shall receive a minimum of three (3) days' notice of such a meeting in order that the Employee may arrange for union representation.
- 33.02 Where an Employee is suspended or terminated from duty, the Employer shall provide the Employee, in writing, with the reason for such suspension or termination.
- 33.03 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.

Grievance Procedure

- 33.04 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 Employer and the Union, 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 *Canada Labour Code*, as amended from time to time.
- 33.05 In order to resolve complaints and/or differences as quickly as possible, the Employee and/or an Alliance representative shall endeavour to meet with a representative of the Employer prior to submitting a grievance in order to attempt to resolve the matter through discussion.
- 33.06 Where such discussions are not pursued, or where the matter remains unresolved, the grievor (or the Union in the case of a policy grievance) may file a grievance, in writing, with the Police Chief within twenty-five (25) days of becoming aware of

the action or circumstances giving rise to the grievance.

- 33.07 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
- 33.08 The grievance shall identify the problem, the remedy sought and shall, where possible, specify the provision(s) of the Agreement or statute which is alleged to have been violated.
- 33.09 Within twenty-five (25) calendar days of receiving an Employee or group grievance, the Police Chief shall hold a grievance hearing. Where possible, the hearing shall be in person but may, when required, be held by conference call. The grievor shall have the right to union representation at the grievance hearing.
- 33.10 The Police Chief shall deliver a decision in writing with respect to an Employee or group grievance within fourteen (14) calendar days following the day of the grievance hearing.
- 33.11 The Police Chief shall deliver a decision in writing with respect to a policy grievance within fourteen (14) calendar days of the receipt of the grievance.
- 33.12 Where the grievance alleges a violation of Article 5 (Harassment, Sexual Harassment or Discrimination), the grievance may not be heard by the subject of the complaint.
- 33.13 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 Police Chief of its decision, in writing, within fourteen (14) calendar days following the day on which the written grievance was filed.
- 33.14 A grievance may be withdrawn at any time upon written notification to the other party.

Arbitration

- 33.15 Failing settlement under the grievance procedure, or if the Police Chief does not provide a decision in writing as set out in this procedure, any grievance may be submitted to Arbitration.
- 33.16 A written notice of intent to refer to arbitration must be received within thirty (30) calendar days of the Police Chief's decision, or within thirty (30) calendar days of the last day on which the decision should have been issued.
- 33.17 Upon receipt of notice that the matter is to proceed to arbitration, the parties shall endeavour to mutually agree on the selection of a sole arbitrator. If the parties are unable to reach agreement, then an arbitrator shall be selected by the Canada Labour Board.
- 33.18 Each of the parties to the arbitration will bear the fees and expenses of the Arbitrator equally.
- 33.18 Where appropriate the parties may, by mutual consent, agree to expedite the arbitration process. Expedited arbitration shall proceed by agreed statement of facts and shall require the arbitrator to deliver a decision orally at the conclusion of the hearing.

ARTICLE 34 – HEALTH AND SAFETY COMMITTEE

- 34.01 The Employer and the Alliance acknowledge and agree that they have formed a Health and Safety Committee and 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; and
 - (b) Reasonable steps, procedures, and techniques will be implemented to prevent and/or reduce the **risk** of workplace injury.
- 34.02 Where the requirements of an Employee's job reasonably require it, the Employer will reimburse an Employee for expenditures made by the Employee to procure protective clothing in order to safely perform their duties. Provided, however, the Employer shall not be required to reimburse the Employee for more than one pair of work boots or one cold weather survival suit per calendar year.

ARTICLE 35 – LABOUR/MANAGEMENT COMMITTEES

- 35.01 The Employer and the Alliance acknowledge and agree that 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.
- 35.02 In order to provide a process for discussion of those matters referred to in Article 35.01 above, the Alliance and the Employer agree to establish a joint committee comprised of two (2) appointees representing the Employer and three (3) appointees representing the Alliance, and the committee shall meet on the third Wednesday of each of the months of January, March, May, June, September, and November in each year, unless the members of the committee mutually agree that the meeting will be postponed to some other mutually agreeable date. It is further agreed that the committee will meet at additional times, as often as reasonably required and that such meetings shall be held by telephone conference or video conference, unless the parties otherwise agree.
- 35.03 Standing agenda items for the Labour/Management Committee shall include:
- (a) Staffing;
 - (b) Training opportunities/requests; and
 - (c) Modification in conditions/terms of employment.
- Further, it is agreed that other issues may be added to the agenda with at least five (5) days' notice to the other members of the committee
- 35.04 Time spent by Employees attending such meetings shall not result in loss of regular pay.
- 35.05 It is agreed that jointly approved minutes of the Labour/Management Committee will be posted in all major work locations and made available on Enterpol.

ARTICLE 36 - TERM EMPLOYEES

- 36.01 Term Employees hired for a period of greater than six (6) months shall be entitled to seven percent (7%) per paycheque in lieu of benefits and six percent (6%) per paycheque in lieu of vacation credits.
- 36.02 Term Employees will be given the pro-rated annual entitlement of sick credits effective their first day of employment.
- 36.03 Where a term Employee is employed with the Employer immediately following their term appointment, all hours worked during their term shall count towards seniority hours with the Employer.
- 36.04 Term employees will not be enrolled in the Police Services' pension plan.
- 36.05 A period of term employment may be terminated upon issuance of two (2) weeks notice by either party.

ARTICLE 37 - COPIES OF AGREEMENT AND DISTRIBUTION

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

ARTICLE 38 - SEVERABILITY OF TERMS

38.01 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 39 - TERM OF AGREEMENT

39.01 This Agreement, with the exception of Schedule "A", shall become effective as of the date of ratification by the Employer and the Alliance and shall remain in effect until the 31st day of March, 2012.

Schedule "A"

- 39.02
- i) The salaries listed in Schedule "A" shall take effect on April 1, 2009.
 - ii) On October 1, 2010, the Collective Agreement shall be re-opened to negotiate an economic increase that shall be retroactive to April 1, 2010.
 - iii) On October 1, 2011, the Collective Agreement shall be re-opened to negotiate a further economic increase that shall be retroactive to April 1, 2011.

SCHEDULE "A"

PSAC CIVILIAN SALARY SCHEDULE							Nishnawbe-Aski Police Service
POSITION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	hrs/week
Office Clerk April 1, 2009	35,683	36,290	37,016	37,756	38,511	38,896	35
Data Entry Clerk April 1, 2009	39,567	40,437	41,367	42,319	43,292	43,725	35
Office Assistant April 1, 2009	39,567	40,437	41,367	42,319	43,292	43,725	35
Court Assistant April 1, 2009	40,535	41,427	42,380	43,355	44,352	44,795	35
Office Administrator April 1, 2009	43,316	44,269	45,287	46,329	47,394	47,868	35
Finance Administrator April 1, 2009	43,316	44,269	45,287	46,329	47,394	47,868	35
Payroll Administrator April 1, 2009	43,973	44,940	45,974	47,031	48,113	48,594	35
Court Administrator April 1, 2009	50,158	51,562	53,057	54,702	56,343	56,906	35
CPIC Operator April 1, 2009	41,754	42,672	43,654	44,658	45,685	46,142	35
Quartermaster April 1, 2009	43,316	44,269	45,287	46,329	47,394	47,868	35
Transport Coordinator April 1, 2009	40,535	41,427	42,380	43,355	44,352	44,795	35
Offender Transport April 1, 2009	49,159	50,145	50,565				40
April 1, 2010	57,059	58,045	58,465				
April 1, 2011	64,959	65,945	66,365				
Maintenance Mechanic April 1, 2009	40,421	41,132	41,544				35
Mechanic Foreman April 1, 2009	49,685	50,679	51,794	52,312			40

IT Technician								35
April 1, 2009	50,651	52,170	53,735	55,347	57,008	57,578		
IT Systems Coordinator								35
April 1, 2009	67,550	70,589	73,907	77,233	81,095	81,906		
Facilities Technician								35
April 1, 2009	47,180	48,595	50,053	51,555	53,101	53,632		
Facilities Coordinator								35
April 1, 2009	56,015	58,251	60,575	62,991	65,505	68,119		
Area Firearms Officer								35
April 1, 2009	43,316	44,269	45,287	46,329	47,394	47,868		

SCHEDULE "B"**NISHNAWBE-ASKI POLICE SERVICE
Benefit Summary**

Employee Life Insurance	300% of annual earnings up to \$120,000 is provided by employer 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
Dependant Life Insurance	Spouse \$10,000 Child \$ 5,000
Employee Accidental Death, Dismemberment and Specific Loss	An amount equal to your life insurance (principal sum)
Short Term Disability Benefits Waiting Period Maximum benefit period Amount	7 days 17 weeks 75% of weekly earnings
Long Term Disability Benefits Waiting period Amount	120 days 75% of monthly earnings to \$3,200 is provided by the employer 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
Healthcare 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 Myoelectric arms External breast prosthesis Surgical brassieres Mechanical patient lifters	Nil 100% 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 \$10,000 per prosthesis 1 every 12 months 1 every 12 months \$2,000 per lifter once every 5 years

<p>Outdoor wheelchair ramps Blood-glucose monitoring machine Transcutaneous nerve stimulators Extremity pumps for Lymph edema Custom-made compression hose Wigs for cancer patients Vaccines Hepatitis A & 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>\$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 \$750 each calendar year</p> <p>1 every 24 months \$200 every 24 months</p> <p>Unlimited</p>
<p>Dental Care 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% 50% 100%</p> <p>Unlimited \$1,500 every 5 years \$1,500 lifetime \$1,500 each calendar year</p>

LETTER OF UNDERSTANDING

BETWEEN:

NISHNAWBE POLICE SERVICE BOARD (EMPLOYER)

-AND-

PUBLIC SERVICE ALLIANCE OF CANADA (UNION)

The parties agree that the position of Court Administrator in the Northeast Regional Office is held by the incumbent Michelle Lamarche, and will be paid as outlined in Schedule "A", of the Collective Agreement.

The parties further agree if the position becomes vacant; it will be filled by a member of the Officer Bargaining Unit and fall under the Collective Agreement between the Public Service Alliance of Canada (Local 0040 1) and the Nishnawbe-Aski Police Service.

Signed at Thunder Bay, Ontario this 11th day of Feb., 200¹⁰9.

For the Employer:

Rai Jones

Susan Maxwell
Susan Maxwell

For the Union:

Gerry Halabecki
Gerry Halabecki, REVP Ontario

Sandra Goodick
Sandra Goodick

William Maclean
William Maclean

Danielle Stewart
Danielle Stewart

Gaby Levesque
Gaby Levesque, PSAC Negotiator
68