

BETWEEN:

DAKOTA OJIBWAY TRIBAL COUNCIL, INC.
(hereinafter referred to as "The Employer"),

OF THE FIRST PART,

- and -

THE MANITOBA FIRST NATIONS POLICE ASSOCIATION
(hereinafter referred to as "The Association"),

OF THE SECOND PART.

COLLECTIVE BARGAINING AGREEMENT

Collective Agreement 2016 - 2018

13392 (08)

DAKOTA OJIBWAY TRIBAL COUNCIL / MANITOBA FIRST NATIONS
POLICE ASSOCIATION
COLLECTIVE BARGAINING AGREEMENT
TABLE OF CONTENTS

	<u>Page:</u>
RECITALS	1
ARTICLE I - SCOPE OF AGREEMENT	2
ARTICLE II - DUES AND DURATION	3 - 6
ARTICLE III - BENEFITS.....	6 - 16
ARTICLE IV - DISCIPLINE.....	16 - 18
ARTICLE V - GRIEVANCES.....	18 - 20
ARTICLE VI - ARBITRATION.....	20 - 22
ARTICLE VII - EMPLOYER OBLIGATIONS	22 - 26
ARTICLE VIII - CALL BACK.....	26 - 28
ARTICLE IX - REMUNERATION.....	28 - 29
ARTICLE X - CLASSIFICATIONS AND RANKS	29 - 32
ARTICLE XI - SENIORITY	32 - 33
ARTICLE XII - PAY DAY.....	33 - 34
ARTICLE XIII - STATUTORY HOLIDAYS	34 - 35
ARTICLE XIV - LEAVE	35 - 40
ARTICLE XV - EVALUATION	40 - 41
ARTICLE XVI - CLOTHING	41- 42
ARTICLE XVII - IMMUNIZATIONS.....	42
APPENDIX "A" - CLASSIFICATION OF EMPLOYEES AND SALARIES	44

THIS AGREEMENT MADE THE 1st DAY OF APRIL, 2016, EFFECTIVE THROUGH TO MARCH 31, 2018.

BETWEEN:

DAKOTA OJIBWAY TRIBAL COUNCIL, INC.
(Hereinafter referred to as "the Employer"),

OF THE FIRST PART,

- and -

THE MANITOBA FIRST NATIONS POLICE ASSOCIATION
(Hereinafter referred to as "The Association"),

OF THE SECOND PART.

WHEREAS the Employer operates a Police Service known as the Dakota Ojibway Police Service.

AND WHEREAS The Manitoba First Nations Police Association is a certified bargaining agent for and on behalf of:

"All sworn and non-sworn employees of the Dakota Ojibway Tribal Council Inc. engaged in police services as the Dakota Ojibway Police, excluding the Executive Administrative Assistant, Finance Administrative Clerk, Crime Prevention Coordinator, Inspectors and those above the rank of Inspector."

by virtue of certificate issued the 18th May, 2016, by the Manitoba Labour Board.

AND WHEREAS the Employer is legally bound by the terms of The Dakota Ojibway Police Service Agreement;

AND WHEREAS a previous Collective Bargaining Agreement was made and entered into by the parties as at April 1, 2014 binds “The Association and The Employer and is by its terms in full force and effect until replaced by this Agreement”;

NOW THEREFORE THIS Agreement WITNESSETH that in consideration of the premises and the covenants and Agreements of the parties hereto hereinafter contained, and by them to be respectively observed, kept and performed, the parties hereto covenant and agree as follows:

ARTICLE I

1. Preamble and Scope of Agreement

The parties agree that it is desirable, and in the best interests of both parties, that harmonious relations be established and maintained between the Employer and its Employees covered by this Agreement, and for the purpose of maintaining the efficient operation of the Dakota Ojibway Police Service the parties desire to make provisions herein by which grievances and disputes between them and other matters relative to the welfare of the Employer and of the Employees concerned, can be discussed and settled quickly and amicably.

2. Recognition of the Association

The Employer recognizes the Association as the sole and exclusive bargaining agent for those Employees of the Employer referred to in the certificates of the Manitoba Labour Board referred to in the introduction hereto and, as well, such further and other class or classes of Employees as may be agreed upon by the parties during the currency of this Agreement, or any extension thereof. The Employer will provide each newly hired Employee with a copy of the subsisting Collective Bargaining Agreement between the parties.

3. Definitions

- (a) Dakota Ojibway Tribal Council, Inc. is the signatory to this CBA Agreement and hereinafter shall be referred to as the “Employer”.

- (b) It is agreed that wherever the word "Employee" is used it shall mean sworn or non-sworn employees of the Dakota Ojibway Police Service ("D.O.P.S.") operated by the Employer as defined in the Certificate of the Manitoba Labour Board issued the 18th day of May, 2016, unless specific reference is made to the sworn or non-sworn employees herein.
- (c) Whenever and wherever the singular and masculine has been used in this Agreement, the same shall include the plural or feminine or neuter where the context so requires.
- (d) Immediate family shall mean a spouse, or legally defined common-law partner, a parent, father-in-law, mother-in-law, grandparents, grandchildren, daughter, son, sister, brother, and any relatives permanently residing in the employee's household or with whom the employee resides.

ARTICLE II

1. Discrimination

There shall be no discrimination against any Employee because of his or her participation in Association activities.

2. Additional Conditions of Employment

Additional conditions of employment, as agreed to by the Employer and the Association, may be added to this Agreement in the form of a supplement thereto, and, with the approval of the Employer and the Association, shall become part of this Agreement.

3. Regulations

The Association agrees with the Employer that it will instruct, and to the best of its ability ensure, that all of its Employees will observe all regulations as contained in the Employer's written policies together with such revisions as may be made from time to time. Provided always, and it is hereby agreed by the parties hereto, that if there is any conflict between any of such regulations and the provisions of this Agreement, then the provisions of this Agreement shall prevail and

govern.

4. Constitution and By-Laws of Association

The Association agrees to furnish the Employer from time to time and at least annually with a list of its officers and bargaining representatives.

5. Deduction of Association Dues and Levies

The Employer agrees with the Association that the Employer shall deduct the amount of monthly dues and levies, as determined from time to time by the Association, from the salaries or wages of each and every employee covered by this Agreement.

The Employer further agrees with the Association that the said deductions shall continue during the life of this Agreement, and after the expiry date thereof, during the entire period that any negotiations are proceeding with a view to concluding a new collective Agreement.

The Association agrees to advise the Employer of the amount of the bi-weekly dues and levies to be deducted, and all amounts so deducted shall be forwarded by the Employer to the Treasurer of the Association within fifteen (15) days after such dues and levies have been deducted, wherever possible.

In consideration of the premises of the Employer making the compulsory check-off of Association dues as referred to above, the Association agrees to, and does hereby, indemnify and save harmless the Employer from all claims, demands, actions and proceedings of any kind taken against the Employer, and all costs which may result therefrom, by reasons of the Employer making compulsory check-off of Association dues as provided for in this section.

6. Duration, Revisions and Termination

- (a) Subject to Article II(6)(b), this Agreement shall be effective as of April 1, 2016 and shall be binding upon the parties hereto from that date until March 31, 2018 and thereafter until replaced or terminated as hereinafter provided.
- (b) Any on call or call back payments, night shift premiums, pension plan benefits or

other benefits calculated in relation to an Employee's hourly wage or salary, which are earned during the time period of April 1, 2016 to the signing of this Collective Agreement, shall be paid in accordance with the salaries and payment amounts set out in the previous Collective Agreement made by the parties effective as at the 1st day of April, 2014 unless otherwise provided for herein. However, any overtime payments shall be paid retroactively to April 1, 2016 at the rates set out in Appendix A.

- (c) Notice for revision or termination of this Agreement may be submitted by the Employer or the Association to the other party prior to January 31, 2018, and in the case of notice of termination being given as aforesaid this Agreement will terminate on March 31, 2018. If notice for revision or termination of this Agreement is not made before January 31, 2018, this Agreement will continue in force for a further twelve (12) months.
- (d) If notice is given for revision of this Agreement as aforesaid, the Association and the Employer agrees that they shall simultaneously deliver to each other on or before February 15, 2018, their respective proposals for the revision of the Agreement and each party may submit counterproposals for revision of this Agreement within a further fifteen (15) day period. If notice of termination is given as aforesaid, or if this Agreement is deemed to be terminated in law by the giving of notice or revision thereof, then the Employer agrees with the Association that all of the terms and conditions of this Agreement shall continue in full force and effect after such termination during the entire period that any negotiations are proceeding between the parties with a view to concluding a new collective Agreement.
- (e) The parties agree to commence negotiations within twenty (20) clear days after the time for submitting counter-proposals as set forth in subsection (d) has expired.
- (f) Pursuant to s. 82 of *The Labour Relations Act* of Manitoba, the parties agree that all Employees in the bargaining unit provide essential services and therefore the parties agree to use binding arbitration by a single-person arbitrator for final settlement of a new collective agreement without work stoppage, should they be unable to

negotiate a new collective agreement on their own. The provisions of Article VI herein will apply to the Arbitrator to the extent that such provisions are applicable to such an arbitration hearing.

(g) Notices pursuant to this Collective Agreement are to be given as follows, or as otherwise notified by the parties as provided for below:

(i) To the Employer

By fax or hand delivery to Dakota Ojibway Police Service, 3rd Floor Rufus Prince Building, 5000 Crescent Road West, Portage La Prairie, Manitoba, R1N 3B2, facsimile number (204) 856-5389;

(ii) To the Association

By mail or hand delivery to a member of the Executive of the First Nation Police Association as notified from time to time.

ARTICLE III

1. Benefits Package

The parties agree that the benefits package as contained in the Dakota Ojibway Tribal Council Administrative Policy Manual, as amended from time to time, with regard to health package and pension plan shall apply to all employees hereunder. In the event that proposed amendments to the Administrative Dakota Ojibway Tribal Council Policy Manual would reduce health package and/or pension plan benefits below the levels set forth in the Dakota Ojibway Administrative Policy Manual, such amendments will be negotiated with the Association.

2. Calculating Leave Entitlement

It is understood and agreed by all parties hereto that, with respect to all earned annual leave, whether pro-rated or a full annual leave entitlement, an Employees' entitlement to such leave shall be calculated from the date of such Employee's commencement of continuous uninterrupted service with the Employer.

3. Leave on Separation

In cases of separation from the Employer for any reason whatsoever, an Employee may take all current earned annual leave, whether pro-rated or a full annual leave entitlement, prior to his separation date. An Employee may receive pay in lieu of vacation after retirement or separation.

4. Payment of Earned Leave to Estate

In the case of an Employee dying while still in the service of the Employer, his estate will be entitled to receive payment in lieu of all earned annual leave, whether pro-rated or a full annual leave entitlement, at the rate hereinafter provided.

5. Pro-Rated Leave on Termination

- (a) In all cases of termination of employment for any reasons whatsoever of an Employee who:
- i) has been in the employment of the Dakota Ojibway Police Service for a period of less than one (1) year or less than a full year from the end of the period for which he received his last annual leave, or,
 - ii) is entitled under the above provisions to annual leave but has not yet received it, then annual leave calculated in cases under sub-paragraph (i) on a pro-rated basis of the annual leave to which such employee would be entitled under the above provisions had he completed said years' service, shall be given to such employee, and in the case of a deceased Employee, shall be paid to his estate.
- (b) Pro-rating of earned annual leave shall be related to the full vacation entitlement calculated on the basis of completed months of service and if fifteen (15) days or over have been served towards the next full month of service it shall be calculated as a full month of service, and if less than fifteen (15) days as aforesaid, such days will be omitted from such calculation.

6. Compassionate Leave and Compassionate Care Leave

- (a) Compassionate leave with pay may, in the discretion of the Employer, be granted to an Employee in the event of death or a serious medical condition or illness in the Employee's immediate family. Approval of such requests shall not be unreasonably withheld by the Employer, but must meet the above criteria before such leave will be considered.
- (b) Where an Employee is to be absent due to compassionate reasons, the Employee shall notify his/her immediate supervisor within at least one hour of the normal hour of commencement of duties for scheduling purposes.
- (c) Compassionate leave shall not exceed five days in each given circumstance, provided that an additional two days may be granted for travel time if approved by the Chief of Police or his designate.
- (d) Immediately upon the Employee's return from compassionate leave, a Record of Time Off sheet must be submitted.
- (e) Under certain circumstances, compassionate leave may be granted for other than the Employee's immediate family. Each request should be submitted in writing to the Chief of Police or his designate.
- (f) Compassionate leave shall not exceed twelve (12) days per year and further compassionate leave shall be against the Employee's remaining vacation entitlement in that year, if any.
- (g) Compassionate Care Leave shall be granted without pay for up to twenty-eight (28) weeks for an Employee who is eligible to receive Employment Insurance compassionate care leave benefits. The purpose of such leave is to provide or support a family member who has a serious medical condition with significant risk of death in the next twenty-six (26) weeks and needs care and support.

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

Such Employee shall receive from the Employer fifty per cent (50%) of his/her regular rate of pay for the two-week waiting period while awaiting receipt of Employment Insurance benefits.

Upon written request, Employees may increase their Employment Insurance benefits by using some or all of their accumulated leave credits.

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

Employees may change their return to work date.

For the purpose of this provision on Compassionate Care Leave, "Family" is as defined in the *Employment Insurance Act*.

Employees can also receive compassionate care leave benefits to care for a gravely ill person who considers them as a family member, such close friend or neighbor. A signed "Compassionate Care Benefits Attestation" is required for a gravely ill person or their representative.

7. Maternity and Parental Leave

- 1) The Employer agrees to grant maternity and parental leave to its Employees, which includes adoption under the laws governing adoption in Manitoba, in accordance with the provisions of existing applicable legislation and as further enhanced within this Article. The Employer further agrees that an Employee, when returning, will be returned to the classification and rank that he/she held at the time of commencing such leave. An Employee starting at Recruit Constable level will receive pay increments as set-out in Appendix "A" during his/her time as he/she advances up to first class Constable after spending the required time of active duty and performing at an acceptable level in each class. Both parties agree and recognize that it may not be possible to return such Employee to his/her same posting and/or shift that he/she was working prior to the commencement of such leave, but the Employer shall make reasonable efforts to ensure such placement.
 - (a) In addition to the leave provisions listed above, a male or female Employee that is expecting the birth of a child, or that is becoming a new legally adoptive parent of a

child, shall be eligible for maternity leave or parental leave top-up to Employment Insurance benefits, as listed below. In order to qualify for this top-up, the Employee shall:

- i) be classified as a permanent Employee;
 - ii) submit to the Employer an application in writing for leave at least two (2) weeks before the day specified by her/him in the application as the day on which she/he intends to commence such leave;
 - iii) certify to the Employer that she/he is expecting a child and provide the estimated date of delivery or arrival;
 - iv) provide the Employer with proof that she/he has applied for Employment Insurance (EI) benefits for a maternity and/or parental leave and that she/he is entitled to such Employment Insurance benefits.
- (b) An applicant for maternity or parental leave top-up must sign an agreement with the Employer providing that:
- i) she/he shall return to work and remain in the employ of the Employer on a full time basis for at least six (6) months following her/his return to work;
 - ii) she/he shall return to work on the date of the expiry of the maternity or parental leave, unless this leave is extended by mutual agreement;
 - iii) should she/he fail to return to work as provided above, she/he is indebted to the Employer for the full amount of top-up pay received.
- (c) An Employee who qualified for maternity or parental leave top-up is entitled to a top-up allowance as follows:
- i) for the first two weeks an Employee shall receive 93% of her/his bi-weekly rate of pay;
 - ii) for up to a maximum of fifteen (15) additional weeks, payments equivalent

to the difference between the Employment Insurance benefits the Employee is eligible to receive and 93% of her/his bi-weekly rate of pay.

- (d) While on maternity or parental leave, the Employer will continue to maintain the Employee's benefit and health plan, provided that the Employee shall remit to the Employer, as requested by the Employer, her/his proportionate share of the benefit and health plan premiums. Such proportionate share is calculated as being the same proportion payable by the Employee as if the Employee were not on leave. If the Employee fails to remit her/his proportionate share of the benefit and health plan premiums as requested by the Employer, the Employer shall not be required to continue maintaining the Employee's benefit and health plan while she/he is on leave.
- 2) An Employee may be granted three (3) scheduled shifts of paid leave directly related to the birth of their child.
 - 3) Vacation entitlement, seniority and time with D.O.P.S. continue to accrue during maternity and parental leaves.
8. **Short term Disability:**
- a) In cases where an illness or injury occurs off duty and continues beyond ten (10) working days, application for short term disability must be made by the Employee with the assistance of the Employer.
 - b) In cases where an illness or injury occurs on duty and continues beyond ten (10) working days, application for short term disability must be made by the Employee with the assistance of the Employer.
 - c) An Employee who is unable to attend to duties due to illness or injury occurring off duty shall be required to use accumulated sick days to cover the waiting period set in place by the insurance provider where the Employee has applied and has been approved for such insurance coverage.
 - d) An Employee who is unable to attend to duties due to illness or injury that occurs on

duty and who has applied for and has been approved for insurance coverage through the provider, is entitled to a medical leave-of-absence with pay with regular salary during the waiting period set in place by the insurance provider.

- e) The pay of an Employee under this Article during the waiting period is subject to deductions for pension contributions and contributions that would normally be made by the Employee and the Employer as though the Employee was receiving regular salary.
- f) In cases where an illness or injury occurs off duty and the Employee wishes to make contributions to the Pension Plan, the Employee will be required to continue to make matching contributions. Failure on the part of the Employee to make such matching contributions will result in the Employer not having to contribute.
- g) In cases where an illness or injury occurs on duty, the Employee will pay the Employee contributions to his/her Pension Plan and will continue to make matching contributions.
- h) Upon approval of short term disability by the insurance provider, the Employer will remove the Employee from payroll until such time as the Employee is able to return to work. Employee benefits shall continue to be paid by the Employer in off or on duty related incidents of illness or injury.
- i) When an Employee who has been on a medical leave with pay awaiting acceptance of his/her application for disability benefits, and is subsequently denied such benefits by the insurance provider, the Employee shall be required to reimburse the Employer for such medical leave pay from the Employee's accumulated attendance credits, or by deductions from wages, as mutually agreed upon by the parties.

9. **Long Term Disability:**

- a) Where an Employee is requesting long-term disability leave in accordance with the insurance provider's policy terms due to an illness, injury or pending surgery including recovery time, their immediate supervisor must be notified prior to any absences, along with the Employer's Finance Clerk.
- b) Where possible, the supervisor will meet with the Employee prior to their leave

occurring to discuss workload and ensure there is a plan in place to cover the Employee's case/work load while they are absent. Where the long-term leave is planned, the Employee is responsible for ensuring all their work is up-to-date.

- c) Upon approval of the long-term disability, the Employer's Finance Clerk will suspend the Employee from Payroll until such time as the Employee is able to return to work. Employee benefits (premiums) will continue to be paid by the Employer.
- d) While on long-term disability where an illness or injury occurs off duty and if the Employee wishes to make contributions to the Pension Plan, the Employee will continue to make matching contributions. Failure on the part of the Employee to make these contributions will result in the Employer not contributing.
- e) While on long-term disability where an illness or injury occurs on duty, the Employee will pay the Employee contributions to his/her Pension Plan and the Employer will continue to make matching contributions.
- f) An Employee on long-term disability will have the responsibility to submit all reasonably required information, including medical information, to the Insurance Provider in accordance with the long-term disability plan. Failure to do so may result in the Insurance Provider denying the Employee's claim for long-term disability benefits.

In addition, D.O.P.S. Executive may reasonably request quarterly updates (every 3 months) from the Employee confirming that the Employee remains disabled and is unable to perform the duties associated with the Employee's position. Such confirmation may be in the form of confirmation from the Insurance Provider that it has received adequate medical information and that the Employee remains disabled in accordance with the terms of the long-term disability plan, or, information from the Employee's physician suitable to confirm that the Employee remains disabled and is unable to perform the duties associated with the Employee's position. D.O.P.S. Executive may also request reasonably necessary information to assess or implement any reasonable accommodation required for the return of the Employee to work.

Following an Employee's absence from the workplace on long-term disability, and where D.O.P.S. has reasonable concerns about an Employee's medical fitness to return to work, D.O.P.S. may require the Employee to provide medical information to D.O.P.S.

that sufficiently establishes that the Employee is capable of returning to work and safely performing the duties associated with the Employee's position. This may include, where reasonably required, a request by the Employer for the Employee to undergo an independent medical examination by a duly licensed medical doctor prior to returning to work which cost, if any, will be the responsibility of the Employer. Failure by an Employee to provide such medical information on the Employee's ability to return to work may result in the Employee remaining off work on administrative leave without pay.

- g) Where an Employee on long-term disability is unable to return to work on the agreed upon date, they must notify D.O.P.S. Executive and the Finance Clerk as soon as possible.
- h) An Employee who is on long term disability from an off duty injury under this Article that commences in a calendar year and continues into the next calendar year is not entitled to earn annual leave of absence until the Employee has returned to work and has completed twenty (20) consecutive working days of employment.
- i) An Employee who is on long term disability from an on duty injury shall continue to earn their annual leave credits as if they were on duty.

10. Civil Liability

If an action is brought against any Employee for an alleged tort committed by him/her in the performance of his/her duties, whether on duty and/or off-duty to meet Public expectations of a Police Officer, or a proceeding is brought against any Employee for an alleged disciplinary default or complaint under the Law Enforcement Review Act, then:

- (a) The Employee, upon being served with any legal process, or upon receipt of any notification of any action or proceeding as hereinbefore referred to being commenced against him, shall immediately advise the Employer through the Chief of Police of any such notification or legal process;

- (b) The Employer shall pay any damages or costs awarded against any such Employee in any such action or proceeding, and all legal fees, provided his actions do not constitute a gross disregard or neglect of duty, and/or;
- (c) The Employer shall pay any sum required to be paid by such Employee in connection with the settlement of any claim made against such Employee if such settlement is approved by the Employer before same is finalized,

provided his/her actions do not constitute a gross disregard or neglect of duty.

11. Criminal Liability

All reasonable legal fees with respect to a criminal action, including Highway Traffic Act charges or alleged disciplinary defaults or complaints under the Police Services Act or Law Enforcement Review Act, taken against any Employee arising out of such Employee's actions while engaged in his duties shall be paid by the Employer provided such actions do not constitute a gross disregard or neglect of duty.

Articles III(10) and III(11) shall not be construed to mean that the Employer shall pay any costs, expenses or fees for such Employee incurred during or as a result of the Employer's internal disciplinary proceedings against such Employee.

With respect to Articles III(10) and III(11), above, subject to receiving prior approval from the Employer, the Employee may utilize legal counsel of his own choosing and in situations which fall within the provisions of the previous two subsections of this Article, reasonable legal fees and disbursements will be paid provided that the Employee seeks and obtains prior approval from the Employer, and also provided that such approval will not be unreasonably withheld. It is understood that the Employer's insurer may appoint legal counsel in such situations in which case the Employee shall be bound thereby.

12. Vehicle License and Insurance Surcharges

If an Employee is assessed a driver's license surcharge or vehicle insurance surcharge or premium, as a result of a motor vehicle accident that occurs during the performance of his duties, the Employer shall, upon provision of proof of the surcharge of

premium from the Employee, reimburse the Employee for the driver's license surcharge or vehicle insurance surcharge or premium, provided:

- (a) the Employee was acting in compliance with the D.O.P.S. Pursuit Policy and Police Vehicle Use Policy;
- (b) the Employee was in compliance with section 106 and 107 of The Highway Traffic Act of Manitoba; and
- (c) the Employee's actions do not constitute a gross disregard or neglect of duty.
- (d) Having regard for Article 10(c), the Employer shall provide a reasonable amount of financial assistance to assist an Employee acting within the scope of their lawful duties in the appealing of an adverse decision of the Manitoba Highway Traffic Authority.

ARTICLE IV

1. Discipline

- (a) Subject to Article IV (1) (b) and Article IV (1) (c), the Employer shall not discipline or dismiss any Employee bound by this Agreement except for just cause. It is further agreed by the parties that nothing herein shall affect the disciplinary powers held or exercised by the Employer, the Police Commission, the Chief of Police and it is further agreed that, in all proceedings relating to such disciplinary powers, and/or relating to any matter in which the name, character, efficiency or conduct of any Employee in the performance of his duties is being discussed or is subject to review, such proceedings shall be carried out in camera.
- (b) The Employer may discipline or dismiss those Employees classified as Probation employees without cause, just or otherwise; and
- (c) The Employer may discipline or dismiss those Employees classified as Recruit or Fifth Class Constables or higher, who are on probation in accordance with Article X(1)(d), without cause, just or otherwise.

- (d) Any written disciplinary notices, memos or letters shall be provided to the Employee who is being disciplined and a copy of any such notice or letter shall be provided to the President of the MFNPA, or such member as is designated by the President of the MFNPA.
- (e) The Employer shall not rely upon the following notices, letters or records in issuing discipline under this Article, although such documents shall physically remain in the investigative/complaint file.
 - i) all notices, letters or records concerning a verbal caution or such similar informal discipline, two (2) years after the discipline, notice, letter or caution was provided to the Employee and provided that the Employee has not received any similar notice, letter or record of a verbal caution or similar informal discipline, in which case the notice, letter or record will be removed two (2) years from the date of the last such similar notice, letter or record;
 - ii) all notices, letters or records of any criminal and/or provincial offences in which there was a withdrawal, stay or dismissal of the charges against an Employee;
 - iii) all notices, letters or records of any provincial offence conviction five (5) years after the date of conviction;
 - iv) all notices, letters or records of any criminal finding of guilt five (5) years after the date of the last court proceeding (including any appeals), where there was a conditional or absolute discharge granted; and
 - v) all notices, letters or documentation of any other discipline provided under this Agreement by D.O.P.S. five (5) years after completion of any grievance procedures in respect of the discipline, and provided no other entries have been made with respect to discipline of the Employee in the interim.
 - vi) all investigative/complaint documentation after the time period set-out

above shall be subjected to review to ensure compliance/retention with the Supreme Court of Canada *R vs McNeil* decision.

ARTICLE V - GRIEVANCE PROCEDURE

1. Access to Grievance Procedure

Articles V and VI apply to all Employees other than those Employees classified as Probation Employees, and those employees classified as Recruit or Fifth Class Constables or higher, who are on probation in accordance with Article X(1)(d).

2. Purpose

The purpose of this Article is to establish procedures for discussing, processing and settling of grievances as defined in this Article. It is understood by the Association and the Employer that an Employee has no grievance until the Employee has given the Employee's immediate supervisor the opportunity to deal with the complaint.

3. Definition

The word "Grievance" used throughout this Article shall mean a complaint involving any matter relating to wages, hours of work, other terms or conditions of employment, or any other working condition of an Employee and shall include, without restricting the generality of the foregoing, any difference between the parties relating to the meaning, interpretation, application, or alleged violation of this Agreement, or any part thereof.

4. Discussions with Chief of Police - Step One

Any Employee who believes he has a grievance shall take the matter up with the Association which may discuss the matter with the Chief of Police or his designate to attempt to resolve the grievance through discussion. The Grievor may be entitled to be present at such discussions if he or she so desires. If the matter is not resolved at this step, then the matter will proceed to Step Two.

All grievances must be brought to the attention of the Chief of Police in the manner herein

provided within fifteen (15) days of the occurrence giving rise to the said grievance.

5. Step Two

If the grievance is not resolved through Step One, the Association may present the grievance to the Chief of Police in writing within twenty-one (21) calendar days from the date the grievance was first brought to the attention of the Chief of Police as provided for in Step One. The written grievance shall clearly set-out the nature of the grievance, the remedy or relief sought, and must specify the provision(s) of the Collective Agreement that are alleged to have been violated. The Chief of Police shall return a decision in writing within twenty-one (21) calendar days from the date of receipt of the written grievance at Step Two.

6. Step Three

If a resolution to the grievance is not reached at Step Two, the Association may in writing refer the grievance to the Dakota Ojibway Police Service Police Commission ("the Commission") within five (5) days of the receipt of the written decision of the Chief of Police.

At the Association's option, the grievance may be presented to the Commission in writing only or the Association may elect to provide an oral presentation of the circumstances giving rise to the grievance to the Commission. The Chief of Police is entitled to provide a response to the grievance to the Commission in writing and/or attend to the oral presentation and present its position.

The Commission will provide a written decision concerning the grievance within twenty-one (21) calendar days following the presentation of the written grievance, or if an oral presentation is provided, the written decision shall be provided within twenty-one (21) calendar days following completion of the oral presentation.

7. Step Four - Arbitration

Failing satisfactory resolution of the grievance pursuant to Step Three, the Association, or the Employer, within ten (10) days from the receipt of the Commission's written decision, may give notice to the other party of its intention to refer the said grievance to Arbitration.

In no event shall the Association or the Employer, be entitled to proceed to Arbitration on a grievance matter unless the grievance has been referred to the Chief of Police and then to the Commission for consideration in the manner aforesaid. In the event the Commission is not then constituted, the matter may be referred directly to Arbitration after referral to the Chief of Police at Step Two.

Should the grievance matter not be referred to Arbitration within the said ten (10) day period by the Association or the Employer, they shall thereafter be barred from doing so.

8. Policy Grievance

In addition to the foregoing, the Association may process a grievance of a general nature (called a "policy grievance") with respect to any matter of dispute which affects the general membership of the Association, through the various steps of the grievance procedure established under this Article.

Provided that this clause shall not apply to any matter already referred as a grievance by the Association, to the Chief of Police, to the Commission or to arbitration, or to any grievance matter for which the time for referring the matter to the Chief of Police, the Commission or an arbitrator has expired.

9. Meeting during Working Hours

All meetings between representatives of the Association and the Chief of Police pursuant to the provisions of this Article, or with respect to any matter involving the meaning, interpretation, application, administration or alleged violation of this Agreement, or any part thereof, shall be held by appointment during working hours without loss of pay to the representatives involved. If a meeting is held between representatives of the Association and the Chief of Police or designate, while a representative is off duty, he/she shall not be compensated for attending such a meeting.

ARTICLE VI - ARBITRATION

1. Scope

In the event of any difference between the parties relating to the meaning, interpretation,

application or alleged violation of this Agreement, or any part thereof, which the parties are unable to settle to the satisfaction of both pursuant to the terms of Article V above, or in the event that a satisfactory settlement cannot be reached by the parties with respect to any grievance in accordance with the terms of said Article V above, then either party may give notice to the other party of its intention to submit such difference or such grievance to Arbitration.

2. Composition

All matters referred to Arbitration shall be referred to a single Arbitrator, to be selected by the parties, by agreement, within 21 days from the date the notice of intention referred to in Article VI(1) is received.

In the event the parties cannot agree on an arbitrator within 21 days from the date the notice of intention is received, either party may make a request of the Manitoba Labour Board that an Arbitrator be appointed.

Each party shall share equally in the expenses of the arbitrator.

3. Extending Time Limits

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

4. Powers of Board re Witnesses, etc.

The Arbitrator shall have the power to require the attendance of witnesses and the production of documents upon the request of either party to the proceedings.

5. Decision

The decision of the Arbitrator made pursuant hereto shall be final and binding on all parties to this Agreement.

6. Amelioration of Penalty

Where the proceedings before the Arbitrator relate to the suspension, dismissal or discharge

of an Employee and the Arbitrator determines that such suspension, dismissal or discharge is unjust, or contrary to the terms of this Agreement, the Arbitrator shall have the power to require that such Employee be immediately reinstated to his former position, without loss of seniority or any other benefits whatsoever, and shall have the further power to require that such Employee be compensated for all time lost in the amount of his normal earnings during the period he was under such suspension, dismissal or discharge, or such alternative remedy as the Arbitrator deems just and equitable under all the circumstances.

Where an employee has been subjected to any penalty by the Employer for any alleged act or omission and the Arbitrator decides that some penalty is justified, but that the penalty imposed by the Employer is too severe, the Arbitrator shall have the power to rescind or vary such penalty.

ARTICLE VII - EMPLOYER OBLIGATIONS

1. Management Rights

Subject to the provisions of this Agreement, the control and direction of the working forces, including the right to hire, suspend or discharge for just cause, dispense with, to advance or set back in classification, to reassign, to transfer or lay-off because of lack of work or for other legitimate reasons, is vested solely in the Employer.

These enumerations shall not be deemed to exclude other prerogatives not enumerated, and any other rights, powers or authority of the Employer are retained by the Employer except those which are subject to the provisions of this Agreement.

It is understood that none of the foregoing shall detract from the right of an Employee, who may access the grievance procedure in accordance with Article V(1), to lodge a grievance in the manner and to the extent herein provided.

2. Fairness

In administering this Agreement, the parties shall act reasonably, fairly, in good faith, and in a manner consistent with the Agreement as a whole.

3. Hours of Work

The regular hours of work for each Employee shall be a total of forty (40) hours per week averaged over a two (2) week period. This may include daily work shifts of up to ten (10) hours in length. For Employees who work an eight (8) hour shift, a thirty (30) minute paid lunch break and two paid fifteen (15) minute rest periods are included and for Employees who work a ten (10) hour shift, a forty five (45) minute paid lunch break and two paid fifteen (15) minute rest periods shall be included.

Subject to emergencies, all Employees shall be entitled to receive a minimum of eight hours between the time they have completed one scheduled shift of work and the time they commence another shift of work.

Employees shall be given ninety-six (96) hours advance notice of any change in their work shift. Should an Employee not receive such notice, the affected Employee shall be paid at the call back rate of time and a half. Unless the Employee requests and the Employer mutually agrees to a change in shift within the ninety-six (96) hour notice, no overtime shall be paid. In the case of emergencies, less than ninety-six (96) hours' notice may be given without penalty.

Subject to the requirements arising from holidays, sickness, injury, emergency and the need to provide proper coverage and protection, the Employer agrees to rotate the Employees' shifts and days of rest as equally and as reasonably as possible.

4. Continuing Overtime

Overtime shall be paid for all work, greater than fifteen (15) minutes in length, performed in excess of the Employee's scheduled daily work shift.

Except as otherwise set forth in this Agreement, all overtime shall be paid for at the rate of time and one half (1 - ½). Payment for such overtime worked during any given pay period, will be paid at the same time, and in the same manner, as the Employee's salary for the said pay period, providing that the employee gives proper notification to the D.O.P.S.. No overtime shall be granted for overtime periods of fifteen (15) minutes or less. However, when overtime of sixteen (16) minutes to thirty (30) minutes, both inclusive, is worked, payment for thirty (30) minutes at

the overtime rate shall be made. Further, when overtime of thirty-one (31) minutes up to sixty (60) minutes, both inclusive, is worked, payment for sixty (60) minutes at the overtime rate shall be made.

Provided, further, that upon Agreement between the employœe and the Chief of Police, compensatory time off may be allowed in lieu of overtime pay upon the basis of time and one half for all hours or part of an hour as the case may be so worked. Members shall be permitted to bank up to 80 hours of overtime in a fiscal year.

5. **Court and Other Duties**

- (a) Whenever an Employee is off duty on his regular weekly leave and is required to attend as a witness in any court as a result of his employment with the Employer, he shall be paid at the rate of time and one half (1-1/2) the regular hourly rate of pay for the total elapsed time with minimum payment of six (6) hours.
- (b) Whenever an Employee is on approved annual leave and is required to attend as a witness in any court as a result of his employment with the Employer, he shall be paid at time and one half (1-1/2) the regular hourly rate of pay for a minimum period of six (6) hours for each day or portion of a day during which he is so engaged and in addition, he shall receive an additional eight (8) hours of leave.
- (c) All necessary and reasonable traveling expenses including food and lodging actually incurred by an Employee in returning from annual leave to undertake any duty required of him during his annual leave and all necessary and reasonable traveling expenses actually incurred by the Employee in returning to the place of his vacation, shall be paid by the Employer.
- (d) Any witness fees paid to an Employee for such attendance shall be remitted to the Employer.
- (e) Other than when on regularly scheduled days off or annual leave, whenever an Employee is required to attend court as a result of his employment with the Employer, or to attend to other court related duties, the Employee shall receive his

regular hourly rate of pay for traveling time from his detachment to the court office and for time attending court or other related court duties. Should the Employee be required to attend court or other related court duties and is required to travel outside his detachment area, the Employee shall also be paid for reasonable and necessary traveling expenses incurred by the Employee including necessary hotel expenses.

- (f) Where an employee is required to appear in court, such Employee shall personally contact the court services on the day before the hearing except Saturday, Sunday or a statutory holiday but prior to the scheduled appearance, to determine whether the trial or hearing is cancelled or adjourned. Such personal contact with court services must be made between 0800 hours and 1700 hours, and should ensure that the employee has sufficient time to travel to court if the appearance is necessary.
- (g) If the scheduled appearance is cancelled for any reason whatsoever, after the time of said contact, the Employee shall be paid the minimum payment of six (6) hours at one and one-half (1-1/2) times the hourly rate and if the Employee is on annual leave, he shall be credited with an additional eight (8) hours of leave.
- (h) For the purposes of this Article regularly scheduled days off leave abutting annual leave shall be considered as annual leave.
- (i) Any Employee who has court duty the morning following a nightshift may make a request to the detachment commander that he/she be allowed to leave the night shift 2 hours early without loss of pay. It will be at the detachment commander's discretion whether to approve any such request, subject to Article VII.2 "Fairness". In lieu of this arrangement, the Detachment Commander shall, where possible, re-schedule the Employee either to a day shift for that day or to report two (2) hours early for that night shift.
- (j) All travel for training shall be at 1.0 rate and can be banked and/or paid in accordance with the Employee's wishes. Upon the completion of any training longer than three days in duration, the Employee shall be entitled to a minimum of 1 day off immediately following training.

6. Transfers

- (a) Subject to the existence of an emergency situation or where a circumstance related to discipline of the Employee to be transferred necessitates it, when the Employer deems it necessary to transfer an Employee from one detachment to another,
 - (i) Every effort shall be made to provide the said Employee at least four (4) months notice in advance of the transfer taking effect identifying the detachment to which the Employee will be transferred, the date on which the transfer will take effect and whether or not a change of the Employee's residence is necessary; and
 - (ii) where a transfer made by D.O.P.S. necessitates a change in an Employee's residence, the Employee being transferred may take up to seven (7) days off, as paid relocation leave, for the purpose of locating and moving into a new residence, between the date a Notice of Transfer is received and the date the transfer takes effect or immediately upon arrival at their new post. The seven (7) days provided if not taken as indicated shall be forfeited.
- (b) Where a transfer made by D.O.P.S. necessitates a change in an Employee's residence, the Employer will pay for professional insured movers to facilitate a move of the Employee's residence, and reimburse the actual legal fees and disbursements related to the sale and purchase of a residence, with receipt, for the sale and/or purchase of a residence up to a maximum of \$1,500, and provide the Employee with a payment of \$500 for incidental costs.
- (c) Article VII (6) (a) and Article VII (6) (b) do not apply to voluntary or requested transfers.

ARTICLE VIII

1. Call Back

Any Employee who is not on duty and is called out for duty shall receive pay for such call back at the rate of time and one half (1.5) which shall include traveling time at the said rate, for all

hours worked, provided, however, that the Employee shall be guaranteed a minimum payment of four (4) hours at such overtime rates. This four (4) hour minimum payment at such overtime rates, shall be in addition to the hours of work that may be performed by the Employee at his regular hourly rate for his regularly scheduled work shift, unless the call back occurs within one (1) hour of the Employee starting his regular scheduled work shift. In such an instance where the call back occurs within one (1) hour of the Employee starting his regular scheduled work shift, the Employee shall be entitled to four (4) hours pay at the rate of time and one half (1.5) but his regular pay for work performed on his regularly scheduled shift will not commence until such time as that four (4) hour period at time and one half (1.5) ends. For greater certainty, in such an instance, the Employee is not to receive payment at both the overtime rate in addition to his regular hourly rate.

2. On Call

- (a) Employees required to be on call shall receive payment of one and one half (1.5) hours pay at their regular hourly rate for each shift where that Employee is required to be on call. In the event that an Employee is scheduled to work less than a six (6) hour on call shift, the Employee shall receive a pro-rated share of the 1.5 hour's pay. At detachments where there are commonly two (2) persons on shift, both Employees on shift shall receive on-call pay. Detachments where there is commonly one (1) person on shift and another is scheduled to work, only one (1) Employee shall be designated on-call and shall be allowed to claim on-call pay.
- (b) In the event the Employee is required to perform active duties during the on call period, the Employee shall be entitled to payment in accordance with the call back provisions at the rate of 1.5 hours pay for the period of time that the Employee is required to perform active duties, being no less than four (4) hours as provided for in the Call Back provisions above. This payment for active duties is not in addition to payment for being on-call as provided for in (a) above. The Employee who is being paid for active duties at the Call Back rate shall not receive pay for being on-call at the same time.
- (c) Where there is only a dispatcher answering calls, a sworn Employee shall be assigned to be on call.

- (d) Those Employees performing on call duties of CPIC will receive a compensation of \$250.00. If an employee is required to travel to HQ to deal with a CPIC Field Request, e.g. fax copies of a warrant package, a \$40.00 gasoline purchase per On-Call Rotation will be paid. In the event an employee is not required to attend HQ during their On-Call Rotation, the \$40.00 will not be paid.
- (e) Detachment Commanders who make themselves available off-duty to receive telephone calls from their detachment employees to answer operational and/or administrative questions shall receive four (4) hours pay at 1.0 rate per month of payable on-call compensation. Detachment Commanders shall not be penalized or any amount clawed back if they are on annual leave and due to technology challenges (e.g. no cell coverage) an employee is unable to contact them. Employees will be directed to contact the Administrative Officer on-call in such circumstances. On-call shall not be paid to those in an Acting position on a short term when the incumbent is away on a training course, regular time off, and/or annual leave.

ARTICLE IX

1. Remuneration

The Employer and the Association agree that the schedule of wages and salaries shall be as set forth in the Appendix "A" to this Agreement. For this Agreement, all Employees shall be entitled to full retroactive pay in respect of their regular and overtime hours.

Non-sworn Employees shall be progressed up the salary scale upon a positive performance appraisal. Progression shall be as follows:

Level 1	1-6 months
Level 2	7-12 months
Level 3	1 year
Level 4	2 years
Level 5	3 years

2. **Acting Pay**

In the event that any Employee is called upon to act in a classification or rank higher than his regular classification or rank for longer than two consecutive shifts, that Employee shall be paid at the higher classification or rank for all hours worked in such classification.

3. **Night Shift Premium**

Night shift premium of One dollar and fifty cents (\$1.50) per hour will apply for evening and night shift work, as distinct from overtime work, for the full period of the shift provided that the majority of the hours worked are between the hours of 4:00 p.m. and 7:00 a.m., otherwise no shift premiums will be paid.

4. **Meal, Mileage and Accommodation Allowance**

Employees shall be paid a meal and mileage allowance in accordance with the provisions of the applicable D.O.P.S. Policy.

5. **Training Premium**

Commencing April 1, 2012, designated primary and secondary field training members will be paid a premium of \$1.00 per hour on their applicable wage rate for all time spent training a new member in the field.

6. **Canine Unit Bonus**

Sworn members assigned to the canine-unit on a full-time basis shall be paid an annual bonus of \$1,000 after each completed year of service in the canine unit.

ARTICLE X

1. **Classifications and Ranks and Progression between Classifications and Ranks**

- (a) Classifications and Ranks shall be as set forth in Appendix "A" to this Agreement. D.O.P.S. agrees to create additional ranks and ranked positions as may be required based on funding provided to D.O.P.S. Subject to the caveat below, the staffing

ratio for detachments will be as follows:

- i) Detachments with seven (7) or less sworn members shall be supervised by one (1) Sergeant;
- ii) Detachments with eight (8) or more sworn members shall be supervised by one (1) Sergeant and one (1) Corporal.

Caveat: D.O.P.S. will create specific rank positions where the amount of personnel dictates that additional supervisory positions should be created. However, it is clearly understood that such a supervisory position is specific to the location that it was created for and is not transferrable to another location. Should a member for whatever reason, within his/her or beyond his/her control, vacate this position, move to another location or remain at his/her location in a different position, he/she shall revert back to the position he/she previously held and the related salary.

- (b) Employees will be entitled to progress upon the successful completion of Recruit Constable field training at the end of six months to Fifth Class Constable level. After the successful completion of a further six months at the Fifth Class Constable Level, s/he may progress to a Fourth Class Constable at the end of one year and thereafter from Fourth Class Constable to First Class Constable at the rate of one classification annually under the following conditions:
 - (i) An Employee must have worked for one year cumulative (i.e. actual/active duty service) prior to consideration for progression; and,
 - (ii) In the event an Employee experienced a work-related injury, for the purposes of salary entitlement, the Employee shall progress through the classification levels as if the Employee was on duty. The Employee, when able to return to work, shall return to their actual classification level from at the time of the injury and shall be required to spend the required amount of time at that level for developmental purposes; and
 - (iii) An Employee who experiences an off-duty non-work related injury shall not

progress to the next classification level until the Employee returns to work and completes the required time at each level.

- (c) An Employee shall only be entitled to receive the rank of Senior Constable provided he or she has served a minimum of eight (8) years with D.O.P.S. or the Employer recognizes a newly sworn Employee's service with another police force.
- (d) Newly hired Employees shall serve a probation period of one year from the date of hiring. The Chief of Police may extend the probationary period by up to a further 6 months for cause.
- (e) If the Employer recognizes a newly hired sworn Employee's service with another police force, such sworn Employee will not be hired at a rate higher than Senior Constable, and such sworn Employee will have at least one year experience in the field.

2. Promotions – Sworn Employees

- (a) If any permanent bargaining unit position for sworn Employees above the senior Constable position is required to be filled, the Chief of Police shall post a written notice in each Detachment in order that any Employee may apply in writing for such vacancy with a closing date for applications to be not less than seven (7) days from the date on which the notice of vacancy was posted.
- (b) Promotions to a permanent rank within the bargaining unit above the rank of senior constable shall be made on the basis of skill, knowledge and ability. When as between Employees eligible for promotion, skill, knowledge and ability are relatively equal, seniority shall govern.
- (c) The successful applicant for any of the above postings shall be subject to a twelve month trial period and shall become permanent upon successful completion of such trial period. In the event that the appointee proves unsatisfactory during the trial period, he shall be returned to the rank which he formerly held without loss of seniority.

- (d) Promotions to ranks within the bargaining unit above senior constable will be open only to those sworn Employees who have at least three years' service with D.O.P.S. and obtained the classification of first class constable with the D.O.P.S.
- (e) The Employer shall maintain a Promotions Policy developed in consultation with Manitoba First Nations Police Association.

3. Promotions – Non-Sworn Employees

- (a) If a vacancy or new position occurs within non-sworn classifications, the Chief of Police shall post a written notice in each Detachment in order that any non-sworn Employees may apply in writing for such vacancy with a closing date for applications to be not less than seven (7) days from the date on which the notice of vacancy was posted.
- (b) If a non-sworn Employee is the successful applicant for a position within a non-sworn classification of the bargaining unit, they shall enter the classification at their present salary or the lowest classification level of the position applied for whichever is greater.
- (c) If a vacancy occurs within a non-sworn vacancy classification, a non-sworn employee may fill that vacancy if the vacancy falls within the same classification as held by the applicant, transfer may be made at the discretion of the Chief.
- (e) Provisions of Article VII (6) (c) shall apply to the above.

ARTICLE XI

1. Seniority

As of April 1, 2008, seniority will be recognized for all service with the D.O.P.S. within the bargaining unit of the Employer. Prior to April 1, 2008, seniority will be recognized for all service with the D.O.P.S. An Employee shall suffer loss of seniority in the case of:

- (a) Resignation;

- (b) Discharge for just cause;
- (c) Retirement; or
- (d) Failure to regain either permanent or term employment with D.O.P.S. within two years while on laid off status.

Lay off of Employees will take place according to reverse order of seniority within an Employee's category. For clarity, the sworn and non-sworn Employees will be treated as the two separate categories for the purposes of lay off and recall. Recall of laid off Employees shall be by order of seniority within each of the two categories.

In the event of D.O.P.S. being disbanded, the Employer shall give notice to the Association of its intention to disband on or before three (3) months prior to the intended effective date of the disbandment. In the event that such notice is not given, the Employer shall pay to each Employee three (3) months base salary in lieu of notice upon disbandment. In the event that a funding agency gives notice of intent to withdraw funding or to renegotiate such funding, the Employer shall immediately notify the Association of receipt of such notice and the date on which such notice is to expire in which case the Employer shall be conclusively deemed to have complied with this Article.

The Employer agrees to provide to the Association a seniority list for sworn Employees and a seniority list for non-sworn Employees, as provided for in this Article, and to advise as to such changes as may take place from time to time.

ARTICLE XII

1. Pay Day

Pay cheques will be dated for the last Thursday of each pay period. Each Employee will be provided with a pay stub in relation to each pay period itemizing the total payment for the pay period, the total number of hours worked during the pay period, a breakdown of the hours worked by the employee at different rates of pay (regular rate, overtime rate, premium rate, etc), any mileage allowance paid, the dues, levies and statutory deductions (i.e. employment insurance, income tax, CPP and any other statutory deductions) applied during the pay period, and any other

payments or deductions in respect of the pay period.

ARTICLE XIII

1. Statutory Holidays

Employees shall receive the following paid statutory holidays: New Year's Day, Louis Riel Day, Good Friday, Easter Sunday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day, Remembrance Day and any day proclaimed by the Government of Canada or the Province of Manitoba.

Employees who are on duty or on weekly or annual leave on any of the above-mentioned statutory holidays shall be granted leave without loss of pay on other days not inconvenient to the D.O.P.S., provided special leave is taken before the end of the fiscal year in which the statutory holiday arose.

In addition to the foregoing, when an Employee works on any day of the above mentioned statutory holidays, he shall be paid at the rate of time and one half for all hours so worked on that statutory holiday.

Continuing overtime or call back after the regular shift worked on any Statutory holiday shall be paid at time and one half based on the premium rate of pay for the holiday (effectively 2.25 x hourly rate).

Employees who are on sick leave on any of the above mentioned holidays will be credited with having used this holiday on the day on which it falls and will not be charged with having used a day of sick leave on that day.

All calculations for banked statutory holiday time shall be based on the number of hours scheduled as the Employee's regular shift on the particular statutory holiday being credited.

2. Proclaimed Holidays

In the event that the Employer proclaims a holiday (such as Tribal Day), Employees required to work on that day shall be granted another day of leave, with pay, in lieu thereof.

On the day prior to a statutory holiday or proclaimed holiday, non-sworn Employees shall be entitled to leave work at the Employer's designated closing time, unless operational requirements demand otherwise, as may be determined by the detachment commanding officer in his or her sole discretion.

Non-sworn Employees shall be provided time off with pay during the Christmas shutdown as directed by the Employer on the understanding that the following terms and conditions apply:

- (a) Said Employees shall remain ready and available for call back during the periods of time they would have regularly been scheduled to work. The provisions of Article VIII 2 of the Collective Bargaining Agreement **shall not apply**.
- (b) Should an Employee be called back to work during the period of time that they would have been regularly scheduled to work, the provisions of Article VIII 1 of the Collective Bargaining Agreement **shall not apply**.

ARTICLE XIV

1. Annual Leave

The parties agree that the following annual leave provisions will apply:

- (a) Less than one year of continuous service shall be governed by the provisions of *The Employment Standards Code of Manitoba*;
- (b) After 10 months of continuous service, an Employee must work ten (10) working days in order to be eligible for one and one-quarter (1-1/4) days annual leave, after which the Employee shall earn one and one-quarter (1-1/4) days annual leave for each month;
- (c) After five (5) years of continuous service and yearly thereafter, an Employee shall earn one and one half (1-1/2) days annual leave for each month;
- (d) After ten (10) years of continuous service and yearly thereafter, an Employee shall earn two (2) days annual leave for each month;

- (e) After twenty (20) years of continuous service and yearly thereafter, an Employee shall earn two and one half (2 – ½) days' annual leave for each month;
- (f) One (1) day of annual leave shall be considered the equivalent of eight (8) hours of work and shall be calculated as such for the purposes of determining the amount of annual leave earned by the Employee or that may be paid to the Employee in lieu of annual leave time or in cases of separation or retirement under Article III herein.
- (g) Requests for annual leave shall be submitted by the Employee to the Chief of Police or his designate for the subsequent holiday year by March 1st. A schedule of all Employees' annual leave for the forthcoming holiday year shall be posted by May 1st. Bidding for annual leave dates shall be by seniority and shall be subject to operational requirements. Requests by the member for changes to this schedule of annual leave will be considered by the Chief of Police or his designate up to two weeks prior to the time for which the annual leave is to be taken or sought. Such changes to the annual leave schedule will be subject to the discretion of the Chief of Police, or his designate, with such discretion to be exercised reasonably and based principally on ensuring operational requirements can be maintained.

The Chief of Police or his designate shall be entitled to make changes to an Employee's annual leave up to forty-eight (48) hours prior to the commencement of the annual leave if operational requirements necessitate such a change. If such changes are made by the Chief of Police or his designate within 2 weeks or less of when the Employee is scheduled to commence the annual leave, the Employee shall be entitled to one (1) additional day of annual leave as a result.

Only one Employee shall be allowed to take leave during a given time period for a detachment of 5 members or less. Where the time period for which annual leave is sought is greater than two (2) weeks, the Chief of Police or his designate, in his sole discretion, subject to Article VII.2 herein, may grant the Employee's request, deny the Employee's request, or grant the Employee two weeks of annual leave to be taken during the time period specified in the employee's request. Annual leave will not be taken until it has been earned for Employees in their first year of service.

- (h) Employees may carry over to the next fiscal year any unused annual leave time. There is no limit on the number of days an employee may carry over, subject to the provision in subparagraph (i) below.
- (i) Any annual leave time that is not used by the Employee within twelve (12) months of the end in the fiscal year in which it was earned, and that is carried over into the next fiscal year as provided for in subparagraph (h) herein, shall be considered as "excess annual leave". When an Employee accumulates excess annual leave, the Chief of Police or his designate may issue a notice to the Employee advising of their excess annual leave and may then request that the Employee schedule his annual leave forthwith in accordance with subparagraph (g) herein. Should the Employee fail to do so in a reasonable fashion, the Chief of Police or his designate may assign the Employee annual leave time at the Chief's discretion in respect of the excess annual leave accumulated by the Employee.
- (j) Employees will be allowed up to a maximum of five (5) days pay in lieu of annual leave time, provided there are sufficient funds available within the Employer, only once per fiscal year. The final decision will be made by the Chief of Police.
- (k) Employees with continuous service of ten (10) years or more with D.O.P.S. will be allowed up to a maximum of eight (8) days pay in lieu of annual leave time, provided there are sufficient funds available within the Employer, only once per fiscal year. The final decision will be made by the Chief of Police.
- (l) Any employee who is called back to active duty while away on Annual Leave, shall be paid at the rate of double his regular hourly rate of pay, for a minimum period of four (4) hours for each day or portion of a day during which he is so engaged, and in addition shall be credited for the period of annual leave missed as a result of the day or days called-back.

2. Sick Leave

Employees shall accumulate sick leave at the rate of one day per month, with one day being considered the equivalent of an eight (8) hour period. Employees shall not be entitled to cash out

unused sick leave. There is no cap on the amount of sick leave that an employee may accumulate.

Employees shall notify the Chief of Police, or his designate, at least two hours prior to the start of the shift for which they will be absent due to sickness and a medical report from a duly licensed medical doctor shall be provided for absences in excess of three (3) days, or at the discretion of the Employer should the absence occur immediately before or after an annual leave, statutory holiday, regular time off, or a personal day.

The said medical report shall be in the form of D.O.P.S. return to work form HR-001. Any fee charged for provision of the medical report will be paid by the Employer. The Employee is required to make a request, in writing, of the duly licensed medical doctor for provision of a medical report addressing the foregoing issues.

The Employer may require an Employee to undergo a medical examination by a duly licensed medical doctor prior to returning to work upon return from extended absences of more than ten (10) days. The cost, if any, of such medical examination to be the responsibility of the Employer.

An Employee that is on sick leave, where the period of illness or injury commences prior to and continues into a scheduled period of annual leave, may remain on sick leave for the period the illness or injury continues (subject to complying with the other sick leave requirements identified in this paragraph) and shall not lose their annual leave days during the period of illness or injury.

An Employee that is on annual leave and becomes ill or injured, may use his or her sick leave time for the period of the illness or injury (subject to complying with the other sick leave requirements identified in this paragraph), rather than annual leave time, provided the following conditions exist and are met by the Employee:

- a) the illness or injury lasts more than three (3) consecutive days and would have prevented the Employee from performing his or her work duties during that period of time;
- b) the Employee attends to a duly licensed medical doctor for treatment or care; and
- c) the Employee provides D.O.P.S. with a medical report certifying the above

information and the information required in the D.O.P.S. return to work form HR-001.

For the purposes of sick leave utilization, attendance upon a practitioner of cultural medicine recognized and accepted by the Association and the Employer shall be accorded the same status as attendance upon a duly licensed medical doctor.

Employees that have medical appointments with a duly licensed medical practitioner that requires more than four (4) hours of travel (to and from) and attendance time, shall be entitled to the additional time with pay required to attend said appointment without having to apply sick leave credits. This would apply up to a maximum of a one day (as defined under this section). However, Employees shall make all reasonable efforts to schedule medical appointments on days or times that they are not scheduled to work.

3. Education Leave

An Employee is entitled to a leave of absence without pay, and without loss of the seniority held at the commencement of the leave, for the purpose of obtaining a University degree or College degree, provided the following circumstances are met:

- a) the Employee has been employed with D.O.P.S. for at least 3 years of continuous service;
- b) the degree or diploma would be of value to the Employee's future work with D.O.P.S.;
- c) the Employee has obtained one (1) or more credits for the degree or diploma during off duty hours;
- d) during school vacation periods, the Employee will return to duty in the Employee's regular position with D.O.P.S. at the Employee's regular rate of pay;
- e) the Employer shall continue to provide the Employee with the benefits specified in this Agreement during the leave of absence;
- f) any such leave to obtain any one (1) degree or diploma may only be granted by

D.O.P.S. once during the Employee's career with D.O.P.S.

4. Inclement Weather Leave

Sworn and Non-sworn Employees will make every effort to report to work on days of inclement weather.

In the case of Sworn or non-sworn Employees, if they are notified in advance by their Supervisor and/or the Detachment Commanding Officer not to report to work as a result of inclement weather resulting in unsafe travelling conditions, or if it is confirmed by the Supervisor or Detachment Commanding Officer that a Highway or road was closed as a result of inclement weather which prevented a Sworn or non-sworn Employee from reporting to work, the Sworn or non-sworn Employee shall still be paid for that day and shall be considered as "on approved leave with pay".

5. Family Leave

Employees shall be allowed a maximum of twenty (20) hours with pay for the purposes of caring for his/her natural or adoptive child or family member. This may include caring for a sick child, taking a child/family member to a medical appointment and/or attending to a child's activity, such as graduation, school activity. This leave shall not be carried over and must be used within each fiscal year between April 1st and March 31st of the following calendar year. The hours granted, can be used when and as required as long as they do not exceed the maximum allotted. An Employee choosing to exercise this entitlement leave shall notify their supervisor as soon as possible of their need to utilize this area of entitlement.

ARTICLE XV

1. Evaluation and Performance Appraisals

Evaluation and performance appraisals shall be done prior to the conclusion of Probation and thereafter annually on or before the end of February of each calendar year, unless agreed upon concessions for submissions are made. Evaluations and performance appraisals shall be in writing by the Chief of Police and discussed with the Employee. Each Employee shall have the opportunity to attach his written comments to such appraisal.

Upon reasonable notice to the Chief of Police, an Employee shall have the right to review his personnel file and, upon written request to the Chief of Police, such request to be made not more often than once annually, the Employee shall be entitled to copies of the contents contained therein.

ARTICLE XVI

1. Clothing Issue

- (a) Required clothing will be issued to uniform personnel with replacements as required. Patrol (Kevlar) gloves are included in the term "required clothing". Work boots are also included in the term "required clothing" and suitable work boots shall be issued to sworn members by D.O.P.S. annually, or as otherwise may be required where the boots are damaged during the course of work duties so as to render them unfit or unsafe for continued use.
- (b) D.O.P.S. agrees to establish a clothing and kit committee for the purposes of field testing a recommended duty related item and subsequent adoption as an approved item for front-line deployment. This provision is subject to it becoming an approved budget item for D.O.P.S.
- (c) Commencing April 1, 2012, sworn members regularly assigned to plain clothes duties shall receive an annual clothing allowance of one thousand dollars (\$1000), payable in increments of two hundred and fifty dollars (\$250) quarterly on April 1st, July 2nd, October 1st, and January 2nd.
- (d) Commencing April 1, 2012, non-Sworn members shall be entitled to an annual \$200 clothing allowance, payable April 1st of each year, which is intended for the use of purchasing suitable office attire.
- (e) Dress uniform shall be dry cleaned twice per year at the expense of the Employer. Winter parkas and patrol jackets shall be dry cleaned as required at the discretion of the Chief of Police or designate on either the request of the Employee or once annually and the cost of said dry cleaning is to be borne by the Employer.

**DAKOTA OJIBWAY POLICE SERVICE
SALARY SCALE
APPENDIX A**

CATEGORY	2016-2017		2017-2018	
RECRUIT CONSTABLE	3.00%	52,501.61	1.50%	53,289.14
FIFTH CLASS CONSTABLE		\$ 56,876.63	1.50%	57,729.78
FOURTH CLASS CONSTABLE	3.00%	61,251.64	1.50%	62,170.41
THIRD CLASS CONSTABLE	3.00%	70,002.02	1.50%	71,052.05
SECOND CLASS CONSTABLE	3.00%	78,752.05	1.50%	79,933.33
FIRST CLASS CONSTABLE	3.00%	87,502.43	1.50%	88,814.97
SENIOR CONSTABLE	3.00%	92,752.58	1.50%	94,143.87
CORPORAL	3.00%	\$ 95,174.25	1.50%	96,601.86
SARGEANT 1	3.00%	97,595.90	1.50%	99,059.83
SARGEANT 2	3.00%	103,928.37	1.50%	105,487.30
SUPPORT STAFF				
LEVEL 1	0.00%	44,363.75	1.50%	45,029.21
LEVEL 2	0.00%	46,183.65	1.50%	46,876.40
LEVEL 3	0.00%	48,003.55	1.50%	48,723.60
LEVEL 4	0.00%	49,823.44	1.50%	50,570.79
LEVEL 5	0.00%	51,643.35	1.50%	52,418.00
CPIC DATA MANAGER	0.00%	56,217.69	1.50%	57,060.96
CPIC LEVEL 1	0.00%	46,183.65	1.50%	46,876.40
CPIC LEVEL 2	0.00%	48,003.55	1.50%	48,723.60
CPIC LEVEL 3	0.00%	49,823.44	1.50%	50,570.79
CPIC LEVEL 4	0.00%	51,643.35	1.50%	52,418.00

**LETTER OF UNDERSTANDING
GROUP BENEFITS AND PENSION**

DOPS and the MFNPA agree to work cooperatively in exploring the possibility of changing benefit providers for DOPS employees particularly with a view to increasing the pension plan in a manner that is more suitable for police employees.

In this regard, the main concerns of DOPS is the cost of such coverage which is not provided for through the funding agreement with the Federal and Provincial governments.

With the cooperation and input from the MFNPA, DOPS agrees to discuss and receive further information from alternate benefit providers, as preferred by the MFNPA, and engage in a meaningful dialogue with DOPS, the MFNPA, and if necessary the Federal and Provincial governments.

Dated:



DOTC, Inc.


Matt Nicholson

MFNPA

**LETTER OF UNDERSTANDING
WORKERS COMPENSATION**

DOPS and the MFNPA agree to work cooperatively in exploring the possibility of obtaining Manitoba Workers Compensation coverage for the members of DOPS.

In this regard, the primary concern of DOPS is the cost of such coverage which is not provided for through the funding agreement with the Federal and Provincial governments and which would be in addition to the costs already incurred for long-term disability benefits as provided through the DOTC group benefit plan.

With the cooperation and input from the MFNPA, DOPS agrees that upon receiving and/or obtaining further information about the costs, mechanisms of operation, suitability, and potential benefits of having Workers Compensation coverage, that it will further express and discuss with the Federal and Provincial governments, and DOTC, the MFNPA's desire to obtain Workers Compensation coverage for its members, and request additional funding from the governments for such purposes.

Dated:





Matt Nicholson

DOTC, Inc.

MFNPA

**LETTER OF UNDERSTANDING
VEHICLE USE**

For the purposes of this Letter of Understanding, "detachment area" refers to the area surrounding each detachment that would permit a safe and reasonable response time to the detachment, during reasonable weather conditions, of 30 minutes or less.

When providing on-call duties after a shift, or prior to the start of the next shift a member may utilize a police vehicle should he/she get called back to duty. Otherwise, police vehicles are to be parked at the member's residence or a designated place as agreed upon by Headquarters and Detachment NCO's. However, such use of a police vehicle shall only be permitted if it is parked or located within the detachment area. Detachment Commanders will monitor the use of police transport very closely and adhere to this directive.

Police vehicles not in use will be left where they are accessible to other detachment personnel. At no time will vehicles be left at members' residences while the members are on RTO.

Members are entitled to compensation for mileage at the DOTC mileage rate for travel, if no police vehicle is available, only in the following circumstances, or as otherwise may be provided by the Collective Agreement:

- 1) if a member is temporarily posted to another detachment;
- 2) if a member is required to travel from his or her detachment to outside of his or her detachment area to assist in a major investigation;
- 3) if a member is required to travel from his or her detachment to outside his or her detachment area for a call-back;
- 4) if a member is required to travel from his or her detachment to outside his or her detachment area for a court hearing.

Members may use Virden, Manitoba (in the case of the Birdtail community) and MacDonald, and/or Portage la Prairie Manitoba (in the case of the Sandy Bay community) as their locations for being on-call to those communities and that those locations shall be deemed as being within the detachment area provided for within this LOU. It is expressly understood and acknowledged that this deeming shall not be used as a precedent to determine what other locations may fall within the definition of "detachment area" as provided for in this LOU and that the specific definition provided for herein shall apply for any such future considerations.

Dated:





Matt Nicholson


DOTC, Inc.


MFNPA

**LETTER OF UNDERSTANDING
WILL KIT**

DOPS agrees that it will make available to its members an information package that may be used by members for preparation of their own Wills.

Dated:





Matt Nicholson

DOTC, Inc.

MFNPA

**LETTER OF UNDERSTANDING
RESERVISTS**

It is understood and agreed by the parties that to ensure that DOPS has adequate human resources to provide policing services to the various communities during unexpected or extraordinary events, DOPS and the MFNPA support the creation of a Reservist Program.

Reservists will be fully trained police officers who are not members of the MFNPA who are available for short term duties with DOPS.

DOPS will be entitled to employ one or more Reservists for short periods of time when extra policing services are required or unexpected scheduling issues arise that cannot be met or filled by available Members.

Such circumstances would include, but are not limited to, guarding crime scenes, providing additional support at major events or incidents, providing extra assistance with traffic check stops, filling short term vacancies and absences from sickness, injury, leaves or suspension, or covering for a sudden unavailability of a Member.

It is not the intention of the Reservist Program to supplant work from Members and Reservists will only be used when there are no available Members to provide such services, or such extraordinary events or scheduling issues arise.

Reservists will not be members of the MFNPA and will not be governed by the terms of the Collective Agreement.

DOPS will provide to the MFNPA on an annual basis payment in lieu of \$270 of dues for Reservist members engaged by DOPS.

Dated:





Matt Nicholson

DOTC, Inc.

MFNPA

**LETTER OF UNDERSTANDING
CONTRACT EMPLOYEES**

It is understood by the parties that management will not employ any contract employees in bargaining unit positions except as replacement for emergency purposes, maternity/parental leave, sick or disability leave, suspensions, or for part-time by-law and animal control officers.

The Employer agrees to give notice to the MNFPA whenever it intends to employ a contract employee pursuant to this Letter of Understanding.

It is further understood that such contract employees will have regular MFNPA dues deducted from their paycheques. The contract staff will be covered by the following provisions of the collective agreement: Article I, Article II, Article III (2-10), Article V and VI (), Article VII (1 - 5), Article VIII, Article IX, Article XIV, Article XV, and Appendix "A".


It is understood that the contract staff will be paid based on their experience, as applicable for the work being done. It is understood that contract staff will not receive benefits or pension, but will receive four percent (4%) of their gross pay in lieu of benefits (this does not affect on-going entitlement to holiday and vacation pay).


Should a contract employee be hired into full-time service, the period spent on contract will count towards seniority and towards fulfillment of the probationary period, though in no event will an employee have less than a 30 day probationary period.

It is agreed that a contract employee may be employed for a period of up to one (1) year.

There will be no contract staff hired if a permanent employee has been laid-off and is awaiting recall, or is on notice or lay off.

Dated:





Matt Nicholson

DOTC, Inc.

MFNPA