

FIRST COLLECTIVE AGREEMENT

BETWEEN

THE PUBLIC SERVICE ALLIANCE OF CANADA



AND

NISHNAWBE-ASKI POLICE SERVICE BOARD



OFFICER UNIT

Expiry Date: March 31, 2018

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Article 1: Purpose and Scope of the Agreement

- 1.01 The purpose and scope of this Agreement is to maintain harmonious and mutually beneficial relationships between the Nishnawbe-Aski Police Service (the Employer), the employees, and the Alliance and to set forth certain terms and conditions of employment agreed upon in collective bargaining and ensure that all reasonable measures are provided for the safety of the employees.
- 1.02 It is the purpose and intent of the parties to this agreement to foster and maintain an environment that promotes respect and dignity in the workplace.
- 1.03 The parties to this Agreement share a desire to improve the quality of service to, and to promote the well-being of the communities served by the Nishnawbe-Aski Police Service.

Article 2: Application

- 2.01 The provisions of this Agreement apply to the Alliance, employees, and the Employer.

Article 3: Recognition

- 3.01 The Employer recognizes the Alliance as the exclusive Bargaining Agent with respect to all matters for all employees of the Nishnawbe-Aski Police Service, excluding civilian employees, guards/matrons, Inspectors and persons above the rank of Inspector.

Article 4: Definitions

- 4.01 "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.
- 4.02 "Continuous Employment" means all employment with the Nishnawbe-Aski Police Service and all other Police Services with no break in employment, full-time, continuous service as a uniform officer.
- 4.03 The term "Employee" whenever herein used shall mean only those Employees within the Bargaining Unit as described in Article 3.01 above.
- 4.04 "Leave" means an Employer authorized absence from duty by an Employee during his/her regular or normal hours of work.

- 4.05 "Grievance" means a complaint of an Employee, made in writing, concerning a working condition or term of employment which is applicable to Employees covered by this Collective Agreement.
- 4.06 "Grievor" means a person who has filed a grievance under this Collective Agreement.
- 4.07 "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
- 4.08 "Police Chief" means the Chief of Police of the Nishnawbe-Aski Police Service or the Deputy Chief of Police of the Nishnawbe-Aski Police Service, or other person designated by the Chief of Police.
- 4.09 The term "Police Service" whenever hereinafter used shall mean the Nishnawbe-Aski Police Service, the Employer.
- 4.10 The term "Probationary Employee" whenever herein used shall mean each new Employee who is hired to do bargaining unit work and has not completed nine (9) months of continuous employment with the Employer. The Alliance acknowledges and agrees that until the Employee completes nine (9) months of continuous employment with the Employer, they may be terminated by the Employer if the Employer in its sole discretion determines that they are unable to perform the duties of the position. The Probationary Employee shall not be entitled to file a Grievance for termination of employment. Provided, however, that when employment continues for more than nine (9) months, then length of service, vacation credits, and other benefits contained in this Agreement shall be calculated and shall accrue from the date of hire.
- 4.11 "Senior Constable" shall be defined as a First Class Constable with a minimum of ten (10) years continuous policing experience as a uniform officer. (This definition as modified will not be applied retroactively so as to affect any incumbent Senior Constables).
- 4.12 "Spouse" will be interpreted to include "Common Law Spouse".
- 4.13 "Vacancy" means any funded unoccupied position in the Bargaining Unit of the Employer whether newly created or otherwise.
- 4.14 Wherever applicable in the Agreement, the singular shall include the plural.
- 4.15 Any expression of the male gender shall also include the female gender in its application and vice-versa.

Article 5: Management Rights

- 5.01 The Alliance recognizes and acknowledges that the management and direction of the operations of the Employer, and the supervision and direction of the Employees of the Employer are fixed exclusively with the Employer, and that it is the exclusive function of the Employer to hire, retire, promote, demote, layoff, recall, transfer, classify, reclassify, and suspend, discipline or discharge any Employee for just cause, subject to the terms of this Collective Agreement.
- 5.02 Without restricting the generality of the foregoing, the Employer reserves the right to:
- (a) Contract for the provision of services with private organizations, from time to time;
 - (b) Restructure, from time to time, the police service to accord with available funding; and
 - (c) Unilaterally change hours of work where required for budgetary reasons.
- 5.03 The Employer agrees that prior to exercising its Rights under Article 5.02 (a), (b), and (c), above, that it shall first notify the Alliance by giving the Alliance where reasonable six (6) months' notice of the Employer's intended action, and together with the Alliance, will attempt to resolve any issues which adversely affect the Bargaining Unit Employees.
- 5.04 The Alliance agrees that, subject to the terms and provisions of this Agreement, the Employer has the exclusive right to establish rules, regulations, practices, and policies to be observed by the Employees in the Bargaining Unit.
- 5.05 If an Employee/Alliance claims that the Employer has exercised any of the functions outlined in Sections 4.01 and 4.02 in violation of this Agreement, then such a claim may be the subject of a Grievance under the provisions of the Grievance procedure outlined in this Collective Agreement.
- 5.06 Should the Chief of Police request, demand, or order a Duty Report from the Employee, the Duty Report shall contain the following header:

"This report is made at the direction of the Chief of Police or his designate of the Nishnawbe-Aski Police Service and is made without prejudice. I object to and claim privilege from the use of all, any part, or parts of this statement in any proceeding whether criminal or civil and including disciplinary proceedings, or any investigation or inquiry. Subject to the above, I submit the following:"

Article 6: Alliance Membership

- 6.01 The Employer agrees to provide each new Employee with a copy of this Collective Agreement and shall allow all new Employees the opportunity to meet with an Alliance Representative after the date of their hire. This meeting may occur on Nishnawbe-Aski Police Service properties and shall occur during working hours, but shall not exceed two (2) hours in length.
- 6.02 Subject to the provisions of this Article, the Employer agrees to supply the Alliance, quarterly, with the names, addresses, and classification of each new Employee, and the Employer will, as a condition of employment, deduct an amount equal to the monthly membership dues from the monthly pay of all Employees in the Bargaining Unit. Where an Employee does not have sufficient earnings in respect of any month to permit deductions made under this Article, the Employer shall not be obligated to make such deduction from subsequent salary.
- 6.03 The Alliance shall inform the Employer, in writing, of the authorized monthly deduction to be checked off for each Employee.
- 6.04 For the purpose of applying Clause 6.02 deductions from pay for each Employee, in respect of each calendar month, will start from the first full calendar month of employment, to the extent that earnings are available.
- 6.05 The amounts deducted, in accordance with Clause 6.02, shall be remitted to the Comptroller of the Alliance, Alliance Building, 233 Gilmour Street, Ottawa, Ontario K2P 0P1, by cheque, within a reasonable period of time after deductions are made, and shall be accompanied by particulars identifying each Employee and the deductions made on the Employee's behalf.
- 6.06 As a condition of employment, every existing and new member shall become and remain a member in good standing of the Alliance.

Article 7: Employee Representatives

- 7.01 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.
- 7.02 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 8: Leave for Alliance Business

- 8.01 Subject to the provisions of this Article, an Employee may request from the Chief of Police leave to attend Alliance meetings, hearings, or other Alliance business. The Chief of Police shall grant such leave if it is in compliance with this Article and does not interfere with the effective and efficient operational requirements of the Police Service.
- 8.02 Application for leave shall be from the Alliance, in writing, and/or communicated by Outlook, e-mail, to the Chief of Police and shall provide the Chief of Police with three (3) weeks' notice of the request, and shall identify the Employee's name.
- 8.03 Employees shall not use the Employer's vehicles, equipment, uniforms, or supplies without the Chief of Police's permission in relation to attending Alliance meetings, hearings, or other Alliance business, except for limited communications by a fax and/or telephone.
- 8.04 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 undisrupted during such leave and the Employer shall invoice the union for the cost of lost wages.
- 8.05 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.
- 8.06 Other than for collective bargaining, the total amount of leave during a calendar year shall not exceed five (5) person days per Employee unless the Employee has requested additional leave relating to conventions or courses offered by the Alliance which will exceed the five (5) days referred to in this Article and the Employer has agreed to the additional leave. Such 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.
- 8.07 The Alliance shall have the right to post Alliance notices in each building occupied by the Employer at locations satisfactory to Police Chief, and accessible to the Employees.
- 8.08 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).

Collective Bargaining

- 8.09 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.
- 8.10 Recognizing the need to preserve the confidentiality of the Police business and the efficiency of the Police Service Operations, the Alliance agrees that a duly credited representative of the Alliance who is not an Employee shall only enter the premises of the Police Service with the permission of the Employer.
- 8.11 Leave with pay shall be granted to Employees who are working a scheduled shift to represent a fellow employee in any matter that relates to a Grievance, disciplinary matter, or investigation, with the exception of an arbitration hearing.

Article 9: Harassment and Sexual Harassment

- 9.01 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. Harassment is a course of vexatious conduct that is known or ought reasonably to be known to be unwelcome. Abuse of authority is a form of harassment. Sexual harassment may include but is not limited to sexual jokes, innuendo, displaying sexually offensive material, coercion, physical touching, sexual advances or solicitation made by an individual in a position to grant or deny a benefit.

For the purposes of this article, the work environment includes the Employee's work location as well as any other premises at which the Employee is required to work, including work-related conferences, seminars, and social events. For further clarity, the Nishnawbe-Aski Police Service is responsible only for the conduct of its Employees.

Article 10: No Discrimination

10.01 There shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or any disciplinary action exercised or practiced with respect to an Employee by reason of age, race, creed, colour, national origin, religious affiliation, sex, sexual orientation, family status, mental or physical disability, or membership or activity in the Union. Any level in the Grievance Procedure shall be waived if a person hearing the Grievance is the subject of the complaint, but no other level shall be waived by mutual agreement.

Article 11: Hours of Work Meal Periods and Shifts

11.01 The normal hours of work for each Employee shall be a total of forty (40) hours per week, averaged across the schedule of work, posted from time to time by the Chief of Police or his designate, as the case may be. A scheduled shift of eight (8) hours or longer shall include a paid meal period as follows:

- (a) For eight (8) hour shifts, forty-five (45) minutes;
- (b) For ten (10) hour shifts, sixty (60) minutes.

11.02 The hours of work shall be in accordance with the schedule of work posted from time to time by the Chief of Police or his designate, and shall be a continuous block of hours and shall be eight (8) or ten (10) hours in duration.

11.03 No split shifts shall be worked.

11.04 Notwithstanding fly-in locations, the Police Chief or his designate shall use their best efforts to schedule shifts so that an Employee shall regularly rotate from one shift to another, and an equal time will be spent by the Employee on each shift. The Employee and the supervisory officer may mutually agree that an Employee may spend more time on one shift than another.

11.05 An Employee shall be entitled to a minimum of eight (8), or ten (10), hours off duty, 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.

11.06 An Employee shall, in every normal work week, have a minimum of two (2) consecutive days off.

11.07 The Police Chief or his designate shall use their best efforts to distribute days off so that each Employee working a rotating shift schedule receives an equitable number of weekends off during the calendar year.

11.08 Where an Employee on a regular shift is required by the Employee's supervisory officer to terminate a shift before the completion of the Employee's shift, the Employee shall receive no less than the pay for the hours he or she was scheduled to work for such shift.

Meal Periods

11.09 (a) When the operational requirements of the Employer do not permit the taking of a meal period, as set out in Article 11.01 (a), and (b), the Employee and the Employee's supervisory officer may agree upon some other period during the said shift. Where an Employee is required to work during their assigned paid meal period, the Employee shall be credited with one-half time for their meal period, which shall be credited to the Employee's overtime bank.

(b) An Employee may take a meal period outside of the police building provided that the Employee is in constant communication with the office or dispatcher during that period.

11.10 An Employee shall be entitled to a fifteen (15) minute break in each half of their shift provided that such break does not interfere with the operational requirements of the Police Service.

11.11 Shift Schedules shall be posted six (6) weeks in advance for all detachments.

11.12 (a) The Employer shall call first the personal number as provided by the Employee then confirm by NAPs email to provide an Employee with a minimum of six (6) days' personal notice of any change in an Employee's shift schedule.

(b) In the event an Employee's scheduled shift is changed without the Employee first receiving six (6) days' personal notice, and the Employee works shifts other than those originally scheduled, then the Employee shall be paid overtime premiums for those hours or shifts worked outside the Employee's originally scheduled shift.

Article 12: Pay Administration

12.01 The Employer shall pay each Employee the salary and wages as set out in Appendix "A" annexed hereto and forming part of this Agreement.

- 12.02 The Employer shall provide each Employee with an itemized statement of the salary, overtime, and other supplementary pay and deductions for each pay period.
- 12.03 Except when it is beyond its control, the Employer shall deposit an Employee's salary and wages in the Employee's bank account no later than 0700 hours on each pay day.
- 12.04 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.
- 12.05 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.
- 12.06 No amendments to existing pay rates for positions in Appendix "A", or rates of pay set for new positions created, shall be made without the Agreement of the Alliance. If no rate can be negotiated, this matter will be referred to arbitration.

Article 13: Shift Premiums

- 13.01 For the purposes of this article, an evening shift is a shift that starts at 12 pm or later for work between the hours of 4 pm to 8 am. Employees shall receive a premium for work as follows:
- (a) Evening Shift: For work between the hours of 4:00 p.m. to 8.00 a.m. 93 cents per hour upon ratification of this Collective Agreement
 - (b) Weekend Premium: Employees shall not receive an additional premium for weekend work on a Saturday and/or Sunday for all regularly scheduled hours at straight time rates.
 - (c) Day Shift Work: Employees who work a day shift and are required to work overtime shall not receive a shift premium in addition to overtime pay.
- 13.02 In order to receive a shift premium payment, Employees must complete the prescribed form for shift premium payment within three (3) weeks of each month end.
- 13.03 Notwithstanding 13.01(a) above, shift premium will not be paid for training sessions.

Article 14: Remote/Isolation Pay

14.01 In addition to the remuneration set out in Appendix "A" to this Agreement, Employees who are on a permanent or long term temporary posting within an assigned fly-in community shall be paid according to the following schedule:

Zone	Location	Annual Amount
<i>Zone 1</i>	<i>Weenusk</i>	<i>\$7,650</i>
<i>Zone 2</i>	<i>Attawapaskat, Kasheshawan, Ft. Albany</i>	<i>\$6,375</i>
<i>Zone 3</i>	<i>Marten Falls Moose Cree, NW Fly-ins</i>	<i>\$4,215</i>

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

Article 15: Overtime and Callouts

Overtime

15.01 For purposes of this article:

- (a) "overtime" shall be any time spent in the service of the Employer in excess of an Employee's normal hours of work;
- (b) "normal hours of work" is the scheduled shift as set out in Article 13.01.

15.02 Absent exigent circumstances or the unavailability of the Employee's supervisor 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.

Where the Employer determines that an Employee shall not be permitted to work overtime without the express pre-approval of the Employee's supervisor or Police Chief, the Employee shall be so advised in writing.

15.03 Unless the Ontario *Employment Standards Act, 2000* or the Regulations thereto prescribe a greater rate, all overtime shall be compensated at the rate of one and one-half (1-1/2) hour of overtime for every hour worked in

excess of the Employee's normal hours of work. For purposes 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.

15.04 If an Employee completes a full working day and is required to forego the meal time period due to exigencies of the service, the provisions of Article 9.09 (a) shall apply.

15.05 Overtime shall be paid when an employee is required:

(a) to report to duty immediately following a scheduled work period at the rate of one and a half (1-1/2) times the employee's rate of salary;

Callouts

(b) to report for any period of work prior to a scheduled work period or after leaving the place of employment at the end of the scheduled work period or on a day off that is not a vacation day, shall be paid the greater of:

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

Vacation

(c) to report for any period of work on or during their vacation leave period, shall be paid at the rate of two and one-half (2-1/2) times the hourly rate of salary, with a minimum payment of sixteen (16) hours. In addition the employee shall be granted a compensating day off.

15.06 Section 15.05 shall not apply where:

- (a) an Employee, on being called in not more than one (1) hour prior to the employee's regular period of work, is given compensating time at the end of that work period;
- (b) Where the Employee attends any training course of two (2) days or more.

15.07 If, after completing the recall duty, an Employee is subsequently called out a second time with the four (4) hour time period claimed in accordance with 15.05 (b), no additional claim will be allowed unless the second recall to duty extends beyond the initial four (4) hour time period. In such an event, the Employee shall be compensated in straight time if the Employee is entering into a regularly scheduled shift or overtime in accordance with 15.05 (b), as the case may be.

15.08 If a consecutive four (4) hour time period has lapsed since making an overtime claim in accordance with Article 15.05, an additional minimum claim of four (4) hours calculated at straight time shall be allowed.

- 15.09 When an employee is called to duty during any period of vacation leave or court duty, the Employer will cover the travel costs to return an Employee to the place of duty. Any call-back from vacation requires prior approval by the Police Chief.
- 15.10 The Employee shall not be considered to be on vacation leave from when he/she is called back to duty and any unused vacation leave shall be credited accordingly.

Overtime Payment

- 15.11 Overtime may be taken in cash or in compensatory time off, at the Employee's election. Overtime which the Employee has accumulated may be taken off by the Employee as part of a day, or as whole 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.
- 15.12 Where an Employee has accumulated hours in an overtime bank as provided 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 day(s) off as set out in Article 15.11 above.
- 15.13 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 16: Standby Pay

Definition

- 16.01 For the purpose of this Article, standby is a period of time during extraordinary circumstances which, in accordance with administrative procedures established by the Police Chief, a member is ordered by the Police Chief to remain at their residence or other specified quarters, as determined by Nishnawbe-Aski Police Service from which the member will be ready to proceed to the work location immediately upon receipt of instructions.

General

- 16.02 An order to stand by will only be given in the event of a real or potential major occurrence. The decision to assign an Employee to stand by can only be made by the Police Chief.

- 16.03 An order given to stand by will specify the times the standby period begins and ends. The order may be given verbally, but shall be confirmed in writing by the Police Chief as soon as practicable. A single document may confirm multiple standby periods.
- 16.04 An order to stand by may be given to a member who is at their residence or billeted at another location, to stand by at that location and be available for prompt return to duty.
- 16.05 When a member is required to report for a normally scheduled work period following a period of standby, and is again required to stand by at the end of the work period, a subsequent order to stand by shall be given.
- 16.06 When a member is called to duty from a standby and completes this duty prior to the conclusion of the designated standby period, the member shall return to a standby condition until the conclusion of the designated standby period.
- 16.07 When an Employee is required to be on standby, he/she is entitled to be paid at the hourly rate of salary for one-third of the standby time, but where such standby time is less than the number of hours in the Employee's scheduled working day, entitlement is three (3) hours' pay at the hourly rate.

Article 17: Acting Rank or Position / Acting Pay

- 17.01 An Employee who is assigned by the Chief of Police temporarily to perform the duties of a higher rank or position with a higher rate of pay shall be compensated at the rate of pay for that higher rank or position, including ranks and positions outside the employee's bargaining unit.
- 17.02 Where an Employee is temporarily assigned to perform duties and responsibilities of a position or rank not covered by this Agreement, the Employee shall retain the Employee's rights and obligations under this Agreement, provided however, that the said rights and obligations under the Agreement shall only be retained for a maximum of six (6) months.
- 17.03 An Employee shall not be assigned temporarily to a rank or position for a period greater than six (6) months' duration without the consent of the Employee and the Alliance.
- 17.04 An employee who has performed the duties of such designated position in an acting capacity for a period of at least twelve (12) months shall receive one month's notice before being returning to the former position, and failing such notice, the acting salary will be continued for one month after the employee returns to the former position.

Article 18: On-Call Premium

18.01 If an Employee is required to be on call and to perform on-call duties, they shall receive an allowance of one (1) hour for every eight (8) hours they were on call. Provided, however, that if the Employee is recalled to duty by way of a call-out, then the Employee shall only be entitled to be paid the rate of pay for call-outs, as set out in Article.15.

Article 19: Training Premium

19.01 Where an Employee is required to coach, mentor or train a newly hired probationary Constable the Employee shall receive an additional premium of fifty cents (.50) per hour worked for the duration of the time that he or she is required to perform this extra duty. For further clarity, only the Police Chief or his or her designate shall assign this extra duty.

Article 20: Service Pay and Qualification Badges

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

Article 21: Senior Constable Designation

21.01 A Senior Constable, as defined in this Article, shall receive a salary as set out in Appendix "A" of this Agreement.

Article 22: Plainclothes Duty

22.01 An Employee who is assigned by the Chief of Police to perform duties in plainclothes, shall, in addition to his/her regular salary, receive a payment as follows:

- (a) If the assignment to perform duties in plainclothes is full-time, then the payment shall be twelve hundred and fifty (\$1,250.00) dollars payable in two installments of six hundred and twenty-five (\$625.00) dollars paid semi-annually.
- (b) If the assignment to perform duties in plainclothes is part-time, then

the payment shall be pro-rated in accordance with the formula set out in the plainclothes expense form to be submitted by the Employee in order to obtain reimbursement.

22.02 Provided, however, no reimbursement will be made by the Employer to any Employee unless the Employee provides the Employer with receipts representing the expenses incurred by the Employee for the purpose of performing plainclothes duties.

Article 23: Court Time

23.01 For the purposes of this section:

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

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

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

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

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

23.03 Where an Employee is required to attend Court while on duty, and is prevented from going off duty at the normal time by reason of such attendance at Court, the overtime provisions as stated in Article 15 shall apply.

Article 24: Severance Pay

24.01 The Employer will pay Severance Pay to Employees who have completed

five (5) years of continuous service, and who:

- (a) Are laid off with no possibility of recall; or
- (b) Resigns for Employees hired on or before April 1, 2010, or
- (c) Retire, or
- (d) Die

24.02 The amount of such Severance Pay shall be one (1) week's pay for every full year of service at the Employee's rate of pay at the date of layoff or resignation 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 Ontario *Employment Standards Act, 2000* and the Regulations thereto as amended.

Article 25: Entitlement on Death

25.01 When an employee who has served more than six (6) months dies, a death entitlement benefit shall be paid to the employee's estate or personal representative. Where there is no estate or personal representative, to such person as the Employer determines.

The benefits shall be:

- (a) any regular salary due;
- (b) one-twelfth (1/12) of the deceased employee's annual salary; and
- (c) the deceased employee's salary for the period of vacation, leave of absence and overtime credits that have accrued.
- (d) Any indebtedness to NAPS, on the part of the deceased member such as overpaid (advance) salary, and overdrawn attendance credits must be deducted from the above entitlement before payment is made.

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

Article 26: Statutory Holidays

26.01 An Employee shall be entitled to the following thirteen (13) statutory holidays each year:

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

26.02 Each Employee shall be credited with one hundred and four (104) hours in lieu of the thirteen (13) statutory holidays whether they work an eight (8) hour shift or a ten (10) hour shift. Such hours shall be credited to a statutory holiday bank in the name of each Employee on the 1st day of January in each calendar year.

26.03 If an Employee works a scheduled shift on a statutory holiday, he/she will be credited with an additional four (4) hours to his/her statutory holiday bank for working an eight (8) hour shift, five (5) hours if they work a ten (10) hour shift.

26.04 Three (3) eight (8) hour periods will be used for the Christmas/New Year schedule. Other accumulated hours may be taken on request of the Employee and at the discretion of the supervisor, having due regard for the known or anticipated workload and before any vacation entitlement is used.

26.05 Three (3) eight (8) hour periods will be used for the Christmas/New Year schedule. Other accumulated hours may be taken on request of the Employee and at the discretion of their supervisor, having due regard for the known or anticipated workload and before any vacation entitlement is used.

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

26.07 All hours remaining in an Employee's statutory holiday bank during the last pay period in December of each calendar year shall be paid out by the Employer to the Employee in order to reduce the Employee's statutory holiday bank to zero (0).

26.08 The Alliance and the Employer agree that if an Employee retires, resigns, or is terminated after the first day of January in any calendar year, then the Employee's statutory holiday bank shall be pro-rated to reflect the statutory holiday hours actually earned by the Employee, and any credit or debit shall be reflected on the Employee's last pay cheque.

Article 27: Vacations

27.01 Every Employee shall be entitled to a vacation with pay between January 1st and December 31st of each year, as set forth in Appendix "8" annexed hereto and forming part of this Agreement.

27.02 Where an Employee is hired after January 1st in a calendar year, vacation entitlement shall be granted in that year on a pro-rated basis.

27.03 An Employee shall be entitled to increased vacation after the first day of January of the year in which the anniversary of the requisite period specified in Appendix "B" falls, unless the Employee resigns prior to the Employee's anniversary date.

27.04 (a) Each Employee shall submit his/her request for a vacation prior to February 28th in each calendar year. Employees with greater seniority in the Police Service shall have first choice with respect to vacation time allotment, providing the request is made prior to February 28th. In the event an Employee's request is not approved, then the Employee shall be entitled to submit a further request for approval notwithstanding the February 28th deadline. The Employer shall post the vacation schedule prior to the 31st day of March, and, thereafter, seniority shall not be a factor if an initial request for vacation is made after February 28th.

(b) All vacation requests made after February 28th shall be subject to availability and operational requirements, and at the discretion of the Chief of Police.

(c) Vacation requests for a period of time during which it is known that the officer will be required to attend Court as a witness to give evidence, shall not be approved.

27.05 An Employee shall be entitled to carry a vacation entitlement or any portion thereof over to the following year. In the event an Employee has more than their annual vacation entitlement remaining in the leave bank after August 31st of any given year, then the Employee shall schedule vacation days prior to December 31st so that banked vacation credits in excess of the annual vacation entitlement are used. In the event an Employee fails to schedule the vacation days, then the Employer shall schedule the vacation days on the Employee's behalf.

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

27.07 Based on years of service, the employee shall be entitled to the following vacation after six (6) months of service:

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

Article 28: Sick Leave Credits

28.01 Each employee shall receive a credit of one (1) day of sick leave for each month of service, but only up to a maximum of ten (10) days' sick leave per calendar year. The Employer and the Alliance agree that sick leave credits cannot be banked and accumulated from year to year.

28.02 Each Employee shall be entitled to receive sick pay, at full salary, for any time lost by reason of illness or injury to the full extent of sick leave credits available to the Employee at the time of such absence, except where the Employee is awarded compensation pursuant to the Workplace Safety and Insurance Act.

28.03 Where an Employee is absent on sick leave for three (3) consecutive scheduled days or more, the Employer will require a note from the Employee's physician, dentist, or other health care provider which indicates that the Employee was unable to carry out his/her duties.

28.04 Any unused sick leave credits not used at the end of a calendar year will be forfeited.

28.05 The number of days for which an Employee receives sick pay shall be deducted from the Employee's cumulative sick leave credits. Sick leave may be taken and accordingly deducted from sick leave credits where sick leave is taken by an Employee for a portion of a shift, in which circumstances, the deduction will be made for each hour or portion thereof which the Employee was absent from work, calculating the cumulative sick

leave credits hourly.

- 28.06 An Employee who is unable to report for duty by reason of illness or injury must notify the Employee's immediate supervisor or other designated individual of the inability to work and probable date of return to work by telephone call, not text message or email, prior to the commencement of the Employee's shift.
- 28.07 In the event an Employee is in receipt of Short-Term Disability Benefits, all earned sick leave credits, overtime credits, designated paid holiday credits, vacation credits, and other lieu time credits may, upon written request, be utilized by the Employee until exhausted so that the Employee may continue to receive one hundred (100%) percent of the Employee's regular wage.
- 28.08 The Employer and the Alliance agree that if an Employee retires, resigns, or is terminated after the first day of January in any calendar year, then the Employee's sick leave credits shall be pro-rated to reflect the sick leave credits actually earned by the Employee, and any debit shall be reflected on the Employee's last pay cheque. Any credit balance shall be forfeited.

Article 29: Marriage Leave

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

Article 30: Pregnancy Leave

- 30.01 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 Ontario *Employment Standards Act, 2000*.
- 30.02 Vacation credits, seniority and service continue to accrue during the pregnancy leave.
- 30.03 An Employee entitled to pregnancy leave under this Article, who provides the Employer with proof that she is in receipt of employment insurance pursuant to the *Employment Insurance Act (Canada)*, shall be paid a Supplemental Employment Benefit.
- 30.04 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.

30.05 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.

30.06 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.

30.07 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 in her former location 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.

30.08 In accordance with Articles 28.04 (a) and 28.04 (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.

30.09 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.

- 30.10 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.
- 30.11 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.
- 30.12 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 the *Ontario Employment Standards Act, 2000*.

Article 31: Parental Leave

- 31.01 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.
- 31.02 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 *Ontario Employment Standards Act, 2000*.
- 31.03 Vacation credits, seniority and service continue to accrue during the parental leave.
- 31.04 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.
- 31.05 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.

- 31.06 Subject to Article 28.10, hereinafter referred to, parental leave shall end thirty-five (35) weeks after it begins for an Employee who takes pregnancy leave, and thirty-seven (37) weeks after it begins for an Employee who did not take pregnancy leave, or on an earlier date if the person gives the Employer at least four (4) weeks' written notice of that day.
- 31.07 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.
- 31.08 Except for an Employee to whom Article 28 (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.
- 31.09 An Employee returning from a leave of absence under Articles 30.02 and 30.08 (Parental Leave) shall be assigned to his or her former location and position, if it still exists, or to a comparable position if it does not, and be paid at the step in the salary range that he or she would have attained had he or she worked during the leave of absence. If the position does not exist at the original location, the Employer will follow its current staffing practice.
- 31.10 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 the *Ontario Employment Standards Act, 2000*.

Article 32: Special/Compassionate Leave

- 32.01 Upon notification to the Employer, an Employee who would otherwise have been at work shall be allowed up to three (3) 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.
- 32.02 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.
- 32.03 Upon request to their supervisor, necessary travelling time, up to two (2) days, in addition to the leave may be granted at the discretion of the Police

Chief.

- 32.04 The Chief of Police may grant leave of absence with or without pay to an Employee in any calendar year upon any special or compassionate ground. Such leave shall not be dependent upon nor charged against accumulated credits of the Employee.
- 32.05 The Employer shall grant up to eight (8) weeks of leave without pay to an Employee who is in receipt of, or awaiting, Compassionate Care benefits under the Employment Insurance Act.
- 32.06 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.

Article 33: Ceremonial and Traditional Leave

- 33.01 Provided that such leave will not interfere with the efficient and effective operational requirements of the Nishnawbe-Aski Police Service, an Employee may be granted up to five (5) days leave without pay per calendar year to pursue Aboriginal traditional and/or ceremonial activities. These days must be taken as full days. The Employee may use banked paid leave at their discretion. Such leave requests are subject to the approval of the Police Chief and will not be unreasonably denied. This leave shall not be carried over.

Article 34: Education Leave and Training Development

- 34.01 An Employee with at least three (3) years of continuous employment with the Employer who wishes to obtain a University degree College diploma or training or development that is job related, may apply for unpaid education leave to do so. 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 degree or diploma. The following will apply:
- (a) That the leave of absence is for a specified period of time;
 - (b) That during school vacation periods, the Employee will return to duty in the Employee's regular position with the Police Service at the Employee's regular rate of pay provided a vacancy still exists
 - (c) That such leave to obtain any one (1) degree or diploma may only be granted once during the Employee's career.

- 34.02 While an Employee is on unpaid education leave, seniority shall be retained, but not accumulated.
- 34.03 When an Employee returns from leave of absence without pay a memorandum indicating the exact date of commencement of leave and return to work shall be submitted to the Chief of Police. This action is necessary to have the Employee placed back on the payroll.
- 34.04 Where, in the opinion of the Employer, an Employee wishes to undertake career development and/or training courses which will be beneficial to the Employee and the Police Service, then the Employee may request financial reimbursement from the Employer for tuition fees, books, and other educational material. Provided, however, that such financial assistance will only be paid if:
- (a) The Employer has pre-approved the courses, in writing, together with the relevant budget; and
 - (b) The Employee has successfully completed the course(s).

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

Article 35: Pensions

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

Article 36: Legal Indemnification

- 36.01 The Employer shall continue to contract with an insurance carrier for the purpose of providing legal expense reimbursements similar to the present coverage provided by the American Home Assurance Company under Commercial General Liability Policy No. 3824658. The Employer will provide each Employee with a summary of the legal indemnification contained in the contract of insurance.
- 36.02 In addition to the foregoing, where an Employee has been charged with an offence under any Act (as defined in the Contract of Insurance at Endorsement No.9) the Chief of Police may, on a written application from the Employee, supported by a letter from the Employee's counsel, provide funds to the Employee for the purpose of providing a retainer to such

counsel of his/her choice for legal fees and disbursements. Upon receipt of a written application for funds, the Chief of Police shall proceed as follows:

- (a) The Chief of Police shall, in his discretion and on a reasonable basis, determine if the Employee is likely to be indemnified for the costs of legal counsel pursuant to the Contract of Insurance referred to above, and, if he determines that coverage is reasonably foreseeable, then,
- (b) The Chief of Police shall provide funds to the Employee's counsel in an amount not greater than ten (10%) percent of the estimated legal fees and disbursements, or five thousand (\$5,000.00) dollars, whichever is the lesser amount. In the event of a dispute, the amount shall be determined by the Board's solicitor.
- (c) In the event it is subsequently determined that the Employee is not entitled to indemnification under the Contract of Insurance by virtue of a conviction or otherwise, the Employee shall reimburse the Board for all funds advanced.
- (d) If an Employee is subsequently acquitted or exonerated of any alleged offence under any Act, while he/she was acting in the lawful execution of their duty, the Employer shall pay any deductible contained in the Contract of Insurance.

36.03 The Alliance agrees with the Employer that, subject to the terms and provisions of the Contract of Insurance referred to above and this paragraph, there is no legal obligation on the Employer to provide legal indemnification for the Employees of the Bargaining Unit.

Article 37: Medical / Dental Appointment

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

Article 38: Employee Benefit Plan

38.01 The Police Service shall contract with an insurance carrier for the purpose of providing insured benefits and coverage similar to the present coverage provided by the Great West Life Assurance Company under Group Policy No. 201193. The Police Service shall pay one hundred (100%) percent of the premiums for the said insurance plan and will provide each Employee

with a summary of the insured benefits and services contained in the said contract of insurance. The Employer will provide each Employee with a booklet which outlines the benefit plans. Subject to the outline contained in the booklet herein referred to, an outline of the benefits is set out in Appendix "F" attached hereto.

Article 39: Workplace Safety and Insurance Board Benefits

39.01 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) Without delay 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 two (2) months or until the Employee begins to receive WSIB income replacement benefits, whichever is the lesser period of time. Provided, however, that if the Employee fails to reasonably cooperate with the Employer and the WSIB with respect to their requirements, then the Employer shall be entitled, after consultation with the Alliance, to terminate the salary payment referred to at an earlier date. Thereafter, an Employee may increase the monthly amount received from WSIB to one hundred (100%) percent of their regular rate of pay by using any, some, or all of their accumulated and earned overtime, statutory holiday time, lieu time, vacation time, and sick day banked credits; and
- (e) Continue to receive full coverage under this Collective Agreement and the Employer shall continue to contribute one hundred (100%) percent of all benefits and pension contributions as required by the WSIB Act, as amended from time to time.

- (f) If the WSIB claim is denied on the basis of medical entitlement, then all the monies paid out by the Employer will be an amount owed by the Employee to the Employer.
- (g) Monies owed may be recovered under a suitable repayment plan negotiated by the Employee and the Employer and, failing agreement, the Employer may deduct up to ten per cent (10%) of the gross salary from the Employee's wages on each pay cheque until the full amount owing is repaid. Monies may also be recoverable by order of an Arbitrator enforced in the Courts.

Article 40: Accommodation / Reinstatement

- 40.01 Where an Employee recovers from an illness or disability 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.
- 40.02 Where an Employee recovers from a disability, but cannot perform the Employee's regular occupation, the Employer shall assess any written accommodation request and shall in accordance with the principles of the *Ontario Human Rights Code* attempt to provide the Employee with employment for which the Employee is reasonably trained, educated, and experienced, with no loss of salary or benefits. For further clarity, it is understood that the Employee has an obligation to cooperate and facilitate the accommodation process. The suitability of such employment shall be determined by the Employer in consultation with the Alliance.
- 40.03 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 41: Resignations

- 41.01 An Employee who has submitted a written resignation to the Employer may withdraw the resignation within forty-eight (48) hours thereafter, excluding Saturday and Sunday and statutory holidays, on written notice to the Chief of Police, given either directly by the Employee or by the Alliance.

Article 42: Restructuring

- 42.01 Where an Employee was employed in policing by a recognized Federal,

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

Article 43: Technological Change

43.01 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.

43.02 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.

43.03 The Employer agrees that where it proposes to effect a technological change that is likely to affect the terms and conditions or security of employment of a significant number of Employees to whom this agreement applies, then it shall give notice, in writing, of the technological change to the Alliance at least one hundred twenty (120) days prior to the date on which the technological change is to be effected.

43.04 The written notice provided for in clause 43.03 will provide the following information:

- (a) The nature and degree of change;
- (b) The anticipated date or dates on which the Employer plans to effect change;
- (c) The location or locations involved; and

- (d) The approximate number and type of Employees likely to be affected by the technological change.

43.05 As soon as reasonably practicable, after notice is given under clause 43.03, the Employer shall consult with the Alliance concerning the effects of the technological change referred to in clause 43.03 on each group of Employees. Such consultation will include, but not necessarily be limited, to the following:

- (a) The approximate number, class, and location of Employees likely to be affected by the change;
- (b) The effect the change may be expected to have on working conditions or terms and conditions of employment on Employees. When, as a result of technological change, the Employer determines that an Employee requires new skills or knowledge in order to perform the duties of his/her substantive position, the Employer will make every reasonable effort to provide the necessary training during the Employee's working hours and at no cost to the Employee.

Article 44: Layoff and Recall

44.01 The Board may lay off one or more Employees upon providing not less than forty-five (45) work days', excluding Saturdays and Sundays, written notice prior to the effective date of the layoff. The Employee with the least seniority shall be the first to be laid off, provided that the next senior Employee retained has the necessary skills, qualifications, abilities, and willingness to perform the work available.

44.02 Subject to Article 40.02, Employees on layoff possessing the necessary skills, qualifications, abilities, and willingness to perform the work available shall have a right of recall for positions which become available during the layoff, in reverse order of layoff.

44.03 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.

44.04 The Board shall not participate in the cost of an Employee's benefits, including pension contributions, after the month in which the Employee is laid off provided that, subject to the conditions and the availability of the insurance benefits, the Employee may seek to arrange to have his or her benefits continued solely at the Employee's expense until recall or until the expiry of the period referred to in Article 44.03, whichever first occurs.

44.05 Where an Employee is to be recalled, he or she shall be informed of the

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

- 44.06 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.
- 44.07 An Employee on layoff shall be compensated for Court attendance required as a result of the performance of police duties in accordance with Article 23.
- 44.08 On or before the effective date of layoff, an employee shall turn in all use of force equipment to his/her Supervisor.
- 44.09 An employee on layoff shall not wear any clothing that identifies him/her as a NAPS employee.
- 44.10 Subject to 44.03, an employee shall turn all of her/his NAPS property and clothing, including notebooks, into her/his Supervisor.

Article 45: Suspension, Discipline or Termination

- 45.01 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.
- 45.02 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.
- 45.03 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

- 45.04 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 Alliance, relating to the interpretation, application, administration, or alleged violation of this Agreement, and shall include complaints arising under the Ontario *Human Rights Code* and the Ontario *Labour Relations Act, 1995* as amended from time to time.
- 45.05 In order to resolve complaints and/or differences as quickly as possible, the Employee and/or an Alliance representative should endeavor to meet with the Employer prior to submitting a grievance in order to attempt to resolve the matter through discussion.
- 45.06 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.
- 45.07 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.
- 45.08 The grievance shall identify the problem; the remedy sought and should, where possible, specify the provisions of the Agreement or statute which is alleged to have been violated.
- 45.09 Within twenty-five (25) calendar days of receiving an Employee or group grievance, the Police Chief shall hold a grievance hearing by teleconference. 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.
- 45.10 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.
- 45.11 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.
- 45.12 Where the grievance alleges a violation of Articles 9 or 10 (Harassment, Sexual Harassment or Discrimination), the grievance may not be heard by the subject of the complaint.
- 45.13 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.

45.14 A grievance may be withdrawn at any time upon written notification to the other party.

Arbitration

45.15 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.

45.16 A written notice of intent to refer to arbitration must be received within thirty (30) days of the Police Chief's decision, or within thirty (30) days of the last day on which the decision should have been issued.

45.17 Upon receipt of notice that the matter is to proceed to arbitration, the parties shall endeavor 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 Ontario Labour Relations Board.

45.18 Each of the parties to the arbitration will bear the fees and expenses of the Arbitrator equally.

45.19 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 46: Employment Records

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

- (a) All negative documentation and admonishments or informal discipline penalties two (2) years after the date of the last noted incident;
- (b) All records of any criminal and/or Provincial offences in which there was a withdrawal or dismissal of the charges against the member;
- (c) All records of any Provincial offence conviction five (5) years after the date of the conviction;

- (d) All records of any criminal offence conviction five (5) years after the date of conviction where there was a conditional or absolute discharge.

46.02 Each Employee is entitled to review his or her employment file prior to being counseled and on request, not to exceed twice per year, to receive a copy of any document in the file. To preserve the confidentiality of the employment file, any documents will only be provided to the Employee in person, or forwarded by ordinary mail.

46.03 Every entry or notation made in an Employee's employment record/file shall be brought to the Employee's attention, in writing.

Article 47: Labour / Management Committee

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

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

- (b) Ten (10) days prior to any meeting of the Joint Committee, the representatives of the Employer and the Alliance shall table in writing the matters which they wish to place on the agenda for the meeting.
- (c) Time spent by appointees attending or traveling to or from such meetings shall not result in loss of regular pay.
- (d) The Labour/Management Committee shall annually fix dates for at least four (4) meetings during the calendar year.

Article 48: Health and Safety Committee

48.01 The Employer and the Alliance acknowledge and agree that:

- (a) All rights, privileges, and obligations established under the *Occupational Health and Safety Act* shall form part of this Collective Agreement, provided, however that the Employer and the Alliance have agreed, in writing, that the nature of the operations of the Employer are such that one workplace Health and Safety Committee has been established for all of the workplaces under the direction

- and control of the Employer;
- (b) Reasonable steps, procedures, and techniques will be implemented to prevent and/or reduce the risk of workplace injury.
- (c) They shall endeavor to reduce or eliminate the impact of any decision which may adversely affect the security of employment or working conditions of the Employees.

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

Article 49: Severability of Terms

49.01 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 50: Copies of Agreement and Distribution

50.01 The Employer and the Alliance shall equally share the cost of printing this Agreement. Copies of the Agreement shall be given to each Employee once the same has been ratified, and to each new Employee in accordance with the provisions of Article 6.

Article 51: Term of Agreement

51.01 This Agreement shall become effective on the day it is ratified by the Employer, and shall remain in effect until March 31, 2018.

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

Article 52: Interest Arbitration

52.01 The parties agree that at no time during the effective period of this Collective Agreement or after its expiry will either party participate in a strike, partial or complete withdrawal of services or lockout.

52.02 If a conciliation officer appointed under section 18 of the *Labour Relations Act, 1995* (LRA) is unable to effect a collective agreement within the time allowed under section 20 of that Act and the Minister has provided notice in writing under section 21 of the LRA to the parties, the parties agree that the matters in dispute between the parties shall be decided in accordance

with the following:

1. Immediately upon receipt of the notice from the Minister, the parties shall irrevocably agree in writing to refer all matters remaining in dispute between them to an arbitrator for final and binding determination.
2. Within seven days after the day the Minister has provided notice under section 21, the parties shall appoint a person as arbitrator and they shall forthwith notify the Director Dispute Resolution Services (hereinafter "Director"), as defined in the LRA, of the name and address of the person appointed.
3. The parties by mutual agreement in writing may extend the period of seven days mentioned in paragraph 2 for one further period of seven days and, if they extend the period, they shall inform the Director.
4. If the parties fail to notify the Director within the time period set out in paragraph 2 or the time extended under paragraph 3, the Director shall forthwith nominate a person and notify the parties of the name and address of the person, and the parties shall appoint that person as arbitrator, without delay.
5. The method of arbitration shall be mediation-arbitration unless the parties agree upon a different method of arbitration in writing.
6. The parties agree that section 40 of the LRA applies to an arbitration under this Part.

Signed at Thunder Bay, Ontario this 28th day of November 2016.

NISHNAWBE-ASKI POLICE SERVICE BOARD

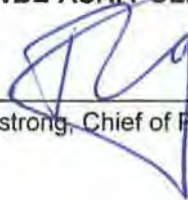
Per:



Mike Metatawabin, Chair

NISHNAWBE-ASKI POLICE SERVICE

Per:



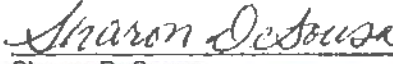
Terry Armstrong, Chief of Police

THE PUBLIC SERVICE ALLIANCE OF CANADA

Per:



Jawara Gairey, Chief Negotiator



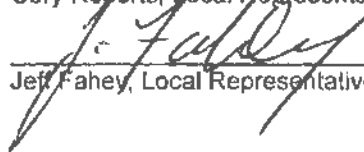
Sharon DeSousa,
Regional Executive Vice-President, Ontario



Jason Storkson, Local President



Cory Roberts, Local Representative



Jeff Fahey, Local Representative

Appendix A

Rates of Pay

CATEGORY NAPS Rank	Effective [date agreement made]	[Date agreement made] Retroactive to 1/2014
OPC	37,126	33,693
4th Class Constable	52,379	47,535
3rd Class Constable	69,527	63,097
2nd Class Constable	77,350	70,197
1st Class Constable	86,905	78,868
Sr Constable - 1st class 10+ yrs	89,514	81,236
Sergeant - Level 1	91,251	82,812
Sergeant - Level 2	98,202	89,121
Staff Sergeant L1	102,549	93,066
Staff Sergeant L2	107,758	97,793
Staff Sergeant L3	111,239	100,952

On December 1, 2016, the Employer to pay to Employees still employed by NAPS on the date the agreement is ratified the rate of pay shown above.

Only Employees still employed by NAPS on the date the agreement is ratified to be entitled to retroactive wage increases referenced to January 1, 2014.

Only Employees still employed by NAPS on the date the agreement is ratified will be paid a \$500.00 lump sum.

Appendix B
Health and Safety Agreement

Appendix C
Letter of Understanding with respect to Pension Credits

LETTER OF UNDERSTANDING

BETWEEN:

NISHNAWBE-ASKI POLICE SERVICE INC.

(hereinafter called the "Employer")

- and -

PUBLIC SERVICE ALLIANCE OF CANADA

(hereinafter called the "Alliance")

IN THE MATTER OF PENSION BENEFITS

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

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

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

Appendix D Benefit Summary

Employee Life Insurance	<p>300% of annual earnings up to \$120,000 is provided by employer.</p> <p>Employees may opt to increase the coverage at their own cost - 300% of annual earnings up to a maximum of \$500,000 upon evidence of insurability.</p>
Dependant Life Insurance	<p>Spouse \$10,000 Child \$5,000</p>
Employee Accidental Death, Dismemberment and Specific Loss	<p>An amount equal to your life insurance (principal sum)</p>
Short Term Disability Benefits Waiting Period Maximum benefit period Amount	<p>7 days 17 weeks 65% of weekly earnings</p>
Long Term Disability Benefits Waiting period Amount	<p>120 days 65% of monthly earnings to \$3,200 is provided by the employer</p> <p>Employees may opt to increase the coverage at their own cost - 75% of monthly earnings up to a maximum of \$4,000 upon approval of evidence of insurability</p>
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 Outdoor wheelchair ramps Blood-glucose monitoring machine Transcutaneous nerve stimulators Extremity pumps for Lymph edema Custom-made compression hose Wigs for cancer patients	<p>Nil 100%</p> <p>Private room \$5,000 for a maximum of 12 months per condition Included \$500 lifetime \$700 every 5 years \$1,000 lifetime \$300 every 12 months \$10,000 per prosthesis 1 every 12 months 1 every 12 months \$2,000 per lifter once every 5 years \$2,000 lifetime 1 every 4 years \$700 lifetime \$1,500 lifetime 4 pairs each calendar year \$200 lifetime</p>

Vaccines Hepatitis A & B	Life of the vaccine
Paramedical Expenses Maximums Chiropractors Physiotherapists Podiatrists Naturopaths Psychologists/social workers Speech therapists Massage therapists Audiologists	\$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
Vision care Expense Maximums Eye examinations Glasses and contact lenses	1 every 24 months \$200 every 24 months
Lifetime Healthcare Maximum	Unlimited
Dental Care Payment basis	The dental fee guide in effect on the date treatment is rendered for the province in which treatment is rendered
Deductible Reimbursement levels: Basic coverage Major coverage Orthodontic coverage Accidental dental injury coverage	100% 80% 50% 100%
Plan Maximums Accidental dental injury treatment Dentures and bridgework Orthodontic treatment All other treatment	Unlimited \$1,500 every 5 years \$1,500 lifetime \$1,500 each calendar year

Note:

“Additional insurance is provided to the staff for injury sustained in consequence of and during the course of any trip while on the business of the employer. Coverage includes \$100,000 life insurance as well as specific accident loss for partial injury or disability.”

Letter of Understanding #1

Between:

Nishnawbe-Aski Police Service Inc. (NAPS)

and

Public Service Alliance of Canada (PSAC)

Re: Pension Training

The parties are in agreement that the Employer will facilitate a seminar provided by the Ontario Pension Board for the Police Service's Employees.

The Employer will provide use of its facilities and communication equipment. Leave with pay shall be granted to the Employees for the purpose of attending this event. No overtime will be approved.

All Travel, meal and other personal expenses incurred by the Employees to attend this event shall be the responsibility of the Union and not compensable by the Employer.

Letter of Understanding #2

Between:

Nishnawbe-Aski Police Service Inc. (NAPS)

and

Public Service Alliance of Canada (PSAC)

Re: Senior Constable Recognition

The Union and the Employer agree that within 90 days after the signing of the 2010 Collective Agreement, the parties will establish a working group to review the current job description of the Senior Constable position.

The working group shall consist of a maximum of 4 members divided equally between both parties (2 Union and 2 Employer)

Members of the bargaining unit serving on the working group shall be provided with reasonable paid time off from their regular duties to prepare for and to participate on the committee.

The mandate of the committee will be the identification, development and recognition of the unique job duties for this position.

Examples include, but are not limited to:

- liaison with chiefs and band councils
- preparation of the month end chief and council reports,
- vehicle maintenance reports, guard hours etc.
- uniform recognition – special insignia

Letter of Understanding #3

Between:

Nishnawbe-Aski Police Service Inc. (NAPS)

and

Public Service Alliance of Canada (PSAC)

Re: Two Officer Patrols and Two Officer Prisoner Escorts

The parties are in agreement that the safety and health of NAP's officers is of paramount importance.

The attached policies have been agreed to by the Employer and the Union on May 18, 2010.

The parties further agree to forward these letters to the Joint Health and Safety Committee with the understanding that the Joint Health and Safety Committee will review this policy on an annual basis. And, further, consider additional initiatives such as circulating to members, new staff and supervisors or any other appropriate measure agreed to by the parties locally.

Policies to be attached to above letter:

I Back Up Policy

POLICE OFFICERS

In an emergency situation requiring immediate response, the assigned member may request a back up unit. The request for back up will be treated as a priority and officer(s) will be dispatched as soon as it is practicable.

Where backup has been requested, the officer will continuously assess risk and apply the necessary intervention to ensure public and police safety, e.g. tactical repositioning, establishing officer presence, verbal intervention.

Where practicable, provide frequent updates to the supervisor.

SUPERVISOR

Treat all calls for backup as a priority, assess training and abilities of the officer and provide guidance as appropriate for the officer.

II Prisoner Escorts

The discretion to use two officers to escort a prisoner will rest with the supervisor, with respect to the specifics of the situation, including whether the NAPS vehicle is equipped for transporting prisoners. Consideration will also be given to two-officer escorts, in instances where the prisoner is either known or suspected to:

1. Be violent

2. Be an escape risk;
3. Be involved with organized criminals or have other known criminal associates in the community;
4. Have a developmental disability
5. Have a communicable disease

Letter of Understanding #4

Between:

Nishnawbe-Aski Police Service ("NAPS")

-and-

Public Service Alliance Canada ("PSAC")

The parties agree:

1. OPP First Nations Policing Agreement (OFNPA) rates to be implemented as of January 1, 2014. That is, \$83,482 for a First Class Constable plus the 4.1 per cent effective January 1, 2014, totalling \$86,905. All other officer rates of pay to rise by the same percentage on the same dates.
2. Only employees still employed by NAPS on [Date Agreement Made] to be retroactive wage increases referenced above at #1.
3. Only employees still employed by NAPS on [Date Agreement Made] will be paid a \$500.00 lump sum.
4. Only employees in the Officer's Unit shall be paid on [Date Agreement Made] an annual Remote/Isolation amount of \$7,650, \$6,375 and \$4,215 for Zones 1, 2 and 3 respectively retroactive as of April 1, 2015. Affected employees shall be compensated retroactively by an amount equal to the difference between the former rates for each Zone and the respective new rates effective April 1, 2015.

Letter of Understanding #5

Between:

Nishnawbe-Aski Police Service (“NAPS”)

-and-

Public Service Alliance Canada (“PSAC”)

The parties agree that within ninety days (90) of ratification of this agreement the Employer shall undertake a review to implement enhanced voice radio capacity.

Ontario has committed to working with Nishnawbe-Aski Nation, NAPS and its federal partners to identify viable long term solutions. Funding of \$500,000 has been identified by Public Safety Canada in order to assess viability, pre-empt potential technical issues, and identify specific funding requirements to determine the best path forward for enhanced voice radio capacity, accompanied by a NAPS-operated console at a Provincial Communications Centre (PCC).

As an interim solution NAPS shall provide a cell phone or a satellite phone to detachments situated in its First Nation communities that do not have access to the Ontario Provincial Police Communications Centre (PCC) within three (3) months of the ratification of this agreement.

Letter of Understanding #6

Between

Nishnawbe-Aski Police Service ("NAPS")

-and-

Public Service Alliance of Canada ("PSAC")

The parties agree that the Employer commits to adding to its complement a minimum of twelve (12) Relief Unit Officers. Hiring to commence with the next Ontario Police College (OPC) intake January 2017.