

# **NISHNAWBE-ASKI POLICE SERVICE BOARD**



## **PERSONNEL POLICY**

## ARTICLE 1 – RECOGNITION AND DEFINITIONS

- 1.01 “Continuous Employment” means all employment with the Nishnawbe-Aski Police Service Board where there has been no break in employment.
- 1.02 “Leave” means authorized absence from duty by an Employee during his/her regular or normal hours of work.
- 1.03 The term “Probationary Employee” whenever herein used shall mean each new Employee who is hired to work and has not completed six (6) months of continuous employment with the Employer and agrees that until the Employee completes six (6) months of continuous employment with the Employer, they may be terminated by the Employer and the Probationary Employee shall not be entitled to file a grievance in the event of termination of employment. Provided, however, that where employment continues for more than six (6) months, vacation credits and other benefits contained in this agreement shall be calculated and shall accrue from the date of hire. Where an Employee is absent from duty for three or more consecutive days, with the exception of approved vacation leave, such days shall not be counted in the calculation of the six (6) month probationary period.
- 1.04 The term “Police Service” whenever hereinafter used shall mean the Nishnawbe-Aski Police Service.
- 1.05 Wherever applicable in the Agreement the singular shall include the plural.
- 1.06 “Police Chief” means the Police Chief of Nishnawbe-Aski Police Service, or Deputy Police Chief of Nishnawbe-Aski Police Service or other person designated by the Police Chief.
- 1.07 “Spouse” will, be interpreted to include “common-law spouse”.
- 1.08 “Student” means a person occupying a student position during his or her regular school, college, or university vacation period or occupying a cooperative student position under a cooperative education program.
- 1.09 “Common-Law Spouse” relationship exists, when, for a continuous period of at least one year, an employee has lived with a person and represented that person to be his/her spouse and continues to live with the person as if that person were his/her spouse.
- 1.10 “Vacancy” means an unoccupied funded position with the Employer whether newly created or otherwise.



- 1.11 “Grievance” means a complaint of an Employee made in writing, concerning a working condition or term of employment that shall be forwarded to the Board for hearing.
- 1.12 “Griever” means a person who has filed a grievance under this Policy.
- 1.13 “Board” means the Nishnawbe-Aski Police Service Board of Directors.
- 1.14 Any expression of the male gender shall also include the female gender in its application and vice versa.

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

## **ARTICLE 2 – MANAGEMENT RIGHTS**

- 2.01 The Board recognizes the right of the Employer to operate and manage the Police Service in all respects in accordance with its commitments and responsibilities, including, without limiting the generality of the foregoing, the daily supervision of and as authorized in their job descriptions, the Employees of the Police Service Board.

## **ARTICLE 2A – APPLICATION**

- 2A.01 The provisions of this Policy apply to the Board Employees, and the Employer.

## **ARTICLE 3 – HARASSMENT AND SEXUAL HARASSMENT**

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

## **ARTICLE 3A – NO DISCRIMINATION**

- 3A 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.



## **ARTICLE 4 – PAY ADMINISTRATION**

- 4.01 The Employer shall pay each Employee the salary and wages as set out in Schedule “A” annexed hereto and forming part of this Policy.
- 4.02 The Employer shall provide each Employee with an itemized statement of the salary, overtime and other supplementary pay and deductions for each pay period.
- 4.03 Except when it is beyond its control, the Employer shall deposit an Employee’s salary and wages in the Employee’s bank account not later than 0700 hours on each pay day.
- 4.04 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 Policy.
- 4.05 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.
- 4.06 When the Employer proposes to modify or change an existing position, the classification and the salary range for that position shall be determined and agreed to by the Board and such changes shall be reviewed and agreed to by the Employee prior to its enactment per Labour Laws and standards.

## **ARTICLE 5 – HOURS OF WORK**

### **Board Staff**

- 5.01 i) Normal hours of work for each Employee shall be a total of thirty five (35) hours per week, Monday to Friday, between 8:30 a.m. and 4:30 p.m.
- ii) An Employee may, upon request, perform their hours of work at times different than those provided under clause 5.01(i). Under no circumstances, however, shall such hours commence before 7:30 a.m. or extend beyond 5:30 p.m. Any such changes to the normal hours of work must be approved, in writing, by the Police Chief.



- 5.02 An Employee shall be entitled to a fifteen (15) minute break in each half of their shift providing that such break does not interfere with the operational requirements of the Police Service, and all Employees shall be permitted to take a daily unpaid meal period of not more than sixty (60) minutes.

## **ARTICLE 6 – OVERTIME AND LIEU TIME**

- 6.01 Overtime shall be any time spent in the service of the Employer in excess of an Employee's normal hours of work.
- 6.02 Where an Employee is required to work for any period in excess of fifteen (15) minutes after the Employee's normal hours of work, such time shall accumulate, including the first fifteen (15) minutes and be credited to the Employee as overtime.
- 6.03 Absent exigent circumstances or the unavailability of the Employee's supervisor, manager, or Police Chief, all overtime must be pre-approved. Where, due to these circumstances, an Employee works overtime without the appropriate approval, the Employee will contact their supervisor at the first opportunity and discuss the reasons why the Employee worked overtime.
- 6.04 Unless the Canada Labour Code or the Regulations thereto prescribe a greater rate, all overtime shall be compensated on an hour per hour rate worked in excess of the Employee's normal hours of work or a portion thereof. For the purpose of calculating partial hours, overtime shall be computed to the nearest half (1/2) hour, and a period of fifteen (15) minutes to thirty (30) minutes shall be credited as half (1/2) hour while a period of one (1) minute to fourteen (14) minutes shall be disregarded.
- 6.05 Overtime shall be taken in compensatory time off, at the Employee's election. Overtime which an Employee has accumulated may be taken off by the Employee as part of a day, or as a whole day or days. The Employee shall make the request to the Employee's supervisor and the time off will only be taken with the agreement of the Employee's supervisor.
- 6.06 Where an Employee has accumulated hours in an overtime bank as provided for above, and at the end of the calendar year, there are hours in the overtime bank, the Employee may carry all of the hours in the overtime bank into the next calendar year and use the accumulated hours as days off as set out in Article 6.05 above. Provided, however, that in any event an Employee shall not be permitted to accumulate more than two hundred (200) hours in an overtime bank.



## ARTICLE 7 – OUT OF TOWN ASSIGNMENTS

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

## ARTICLE 8 – VACATIONS

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

### Based on a 35 hour work week:

Years of Service	Annual Entitlement		Monthly Entitlement	
	Days	Hours	Days	Hours
1 to 5 years	15 days or	105 hours	1-1/4 day or	8.75 hours
6 to 10 years	20 days or	140 hours	1-2/3 days or	11.67 hours
11 to 15 years	25 days or	175 hours	2-1/12 days or	14.58 hours
16 to 20 years	30 days or	210 hours	2-1/2 days or	17.5 hours
21+ years	35 days or	245 hours	2-11/12 days or	20.42 hours

8.02 Where an Employee is hired after January 1<sup>st</sup> in a calendar year, vacation entitlement shall be granted in that year on a prorated basis from the date of hire.

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

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

8.05 Employees shall make application for vacation leave subject to the operational requirements of the Police Service Board.

8.06 An Employee shall be entitled to carry one year's vacation entitlement or any portion thereof over to the following year.

8.07 In the event, an Employee accumulates vacation credits in excess of one year's vacation credits, then the Employee shall be required to reduce the accumulated vacation credits to a maximum of one year's vacation credits by December 31<sup>st</sup> of that year.

8.08 When, in any year, for any reason, an Employee leaves the Police Service prior to receiving annual vacation in that year, the Employee shall be given the proportionate amount of vacation or pay in lieu thereof, for that year, plus any vacation pay in lieu thereof carried over from previous year(s) before the Employee's name is removed from the payroll or before the Employee's resignation becomes effective, as the case may be. Where the Employee leaves the Police Service, for any reason, having taken the complete vacation for that year or otherwise leaving a deficit in vacation entitlement, the amount of such deficit shall be deducted from any monies owing to the Employee.

## **ARTICLE 9 – DESIGNATED PAID HOLIDAYS**

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

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

9.02 An Employee required to work on a designated paid holiday shall, in addition to receiving designated paid holiday pay, be entitled to bank the time worked at a rate equal to one and one-half (1 ½) times the Employee's regular rate of pay for the time worked on that day. Any banked time so accumulated shall be utilized in accordance with Article 6.05 of this Policy.

9.03 An Employee shall not be paid designated holiday pay when the designated holiday occurs:

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

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



## **ARTICLE 10 – MATERNITY LEAVE AND PARENTAL LEAVE**

- 10.01 The Employer shall grant a leave of absence without pay to a pregnant Employee who has served at least thirteen (13) weeks before the expected birth date, including service, as an Employee of a police force which is amalgamated with the Employer or as an Employee of an Ontario First Nations Police Service immediately prior to her appointment to the service with the Employer. The leave of absence shall be accordance with the provisions of the Canada Labour Code Part III.
- 10.02 Vacation credits, seniority and service continue to accrue during the pregnancy leave.
- 10.03 An Employee entitled to maternity leave under this Article who provides the Employer with proof that she is in receipt of Employment Insurance pursuant to the Employment Insurance Act (Canada) shall be paid a Supplemental Employment Benefit.
- 10.04 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.
- 10.05 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.





- 10.06 An Employee on pregnancy leave is entitled, upon application in writing at least two (2) weeks prior to the expiry of the leave, to a leave of absence without pay but with accumulation of credits for not more than thirty-five (35) weeks in accordance with the provisions of parental leave granted under Article 10A (Parental Leave).
- 10.07 A female Employee returning from a pregnancy leave shall be assigned to her former location and position, if it still exists, or to a comparable position if it does not, and be paid at the step in the salary range that she would have attained had she worked during the leave of absence. If the position does not exist at the original location, the Employer will follow its current staffing practice.
- 10.08 In accordance with Articles 10.04 (a) and 10.04 (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.
- 10.09 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 Employer chooses to end the leave earlier and submits a certificate from a legally qualified medical practitioner.
- 10.10 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.
- 10.11 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.
- 10.12 Notwithstanding the provisions of this Article, the aggregate leave taken by one of two Employees, as the case may be, for pregnancy and parental leave shall not exceed the leave set out in Sections 206.1(3) and 206.2, Part III of the Canada Labour Code.

## **ARTICLE 10A – PARENTAL LEAVE**

- 10A.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.

- 10A.02 The Employer shall grant a parental leave of absence without pay to an Employee who has served at least thirteen (13) weeks, including service as an Employee of a police force which is amalgamated with the Employer or as an Employee of an Ontario First Nations Police Service immediately prior to his or her appointment to service with the Employer. The leave of absence shall be in accordance with the provisions of the Canada Labour Code, Part III.
- 10A.03 Vacation credits, seniority and service continue to accrue during the parental leave.
- 10A.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.
- 10A.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.
- 10A.06 Subject to Article 10A.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.
- 10A.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.
- 10A.08 Except for an Employee to whom Article 10 (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.
- 10A.09 An Employee returning from a leave of absence under Articles 10A.02 and 10A.08 (Parental Leave) shall be assigned to his or her former location and position, if it still exists, or to a comparable position if it does not, and be paid at the step in the salary that he or she would have attained had he or she



worked during the leave of absence. If the position does not exist at the original location, the Employer will follow its current staffing practice.

- 10A.10 Notwithstanding the provisions of this Article, the aggregate leave taken by one of two Employees, as the case may be, for pregnancy and parental leave shall not exceed the leave set out in Sections 206.1(3) and 206.2, Part III of the Canada Labour Code.

## **ARTICLE 11 – SICK LEAVE**

- 11.01 Every Employee working a seven (7) hour shift shall receive a credit of six (6) hours of leave for each month of service, to a maximum of seventy (70) hours of sick leave per calendar year.
- 11.02 Each Employee shall be entitled to receive sick pay, at full salary, for any time lost by reason of illness or injury to the full extent of sick leave credits in an Employee's sick leave credit bank at the time of such absence, except for the Employee's awarded compensation pursuant to the Workplace Safety and Insurance Act.
- 11.03 For just reason, the Employer may require a note from the Employee's physician, dentist, or other health care provider which indicates that the Employee was unable to carry out his/her duties. In such case, the Employee shall be notified by the Police Chief, in writing and in advance of any subsequent request for sick leave, of the requirement to provide such documentation. The written notification shall include the reasons for which it is being issued.
- 11.04 Any sick leave credits not used at the end of a calendar year will be carried over to the next year, to a maximum of seventy (70) hours for Employee working a seven (7) hour shift. For further clarity, an Employee may only have a maximum of one hundred and forty (140) hours of sick leave banked at any given time. Any additional hours shall be forfeited.
- 11.05 The number of hours for which an Employee receives sick pay shall be deducted from the Employee's cumulative sick leave credits. Sick leave may be taken for a portion of a shift, in which case the deduction will be made for each hour or portion thereof which the Employee was absent.
- 11.06 An Employee who is unable to report for duty by reason of illness or injury shall notify the Employee's immediate supervisor prior to the commencement of the shift or, where not practicable, as soon thereafter as possible.
- 11.07 Upon termination of an Employee's employment, for whatever reason, any unused sick leave credits shall be forfeited.



- 11.08 In the event an Employee resigns or is terminated during the calendar year and the Employee has used more sick leave credits from the Employee's sick leave credit bank, than he/she has earned in accordance with Article 11.01 for that portion of the calendar year, then the Employee shall repay the excess sick leave credits so used to the Employer and the Employer shall be entitled to deduct the amount owing from any final payment to the Employee.
- 11.09 In the event an Employee is in receipt of Short Term Disability Benefits, all earned sick leave credits, overtime credits, designated paid holiday credits, vacation credits, and other lieu time credits, may, upon written request, be utilized by the Employee until exhausted, so that the Employee may continue to receive one hundred percent (100%) of the Employee's regular wage.
- 11.10 Employees working a seven (7) hour shift may use a maximum of twenty-one (21) hours of sick leave credits:
- (a) For a medical or dental appointment for the employee or a dependent family member. The Employee shall make every effort to schedule such appointments outside of normal working hours;
  - (b) To provide for the temporary care of a sick member of the employee's family.

## **ARTICLE 12 – WORKPLACE SAFETY AND INSURANCE**

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

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

In such instances, the Employer shall be able to place an injured or ill Employee into modified duties when/where possible.

- (c) Promptly comply with any reasonable request for a Functional Abilities Assessment requested by the Employer, provided the Employer pays for such assessment.



- (d) Continue to receive the Employee's regular salary for a period of not more than one (1) month or until the Employee begins to receive WSIB income replacement benefits, whichever is the lesser period of time. The Employee shall receive 85% of their regular salary for a further period of not more than two (2) months or until the Employee begins to receive WSIB income replacement benefits, whichever is the lesser period of time. Provided, however, if the Employee fails to reasonable cooperate with the Employer and the WSIB with respect to their requirements, then the Employer shall be entitled to terminate the salary payment referred to at an earlier date; and,
- (e) Continue to receive full coverage under this Policy and the Employer shall continue to fund one hundred (100%) percent of the Employer's contributions for benefits and pension contributions as required by the WSIB Act, as amended from time to time.

#### **ARTICLE 13 – DUTY TO ACCOMMODATE**

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

#### **ARTICLE 14 – BEREAVEMENT LEAVE**

- 14.01 Upon notification to the Employer, an Employee who would otherwise have been at work shall be allowed up to five (5) days leave with pay in the event of the death of a member of his/her immediate family and such leave will not be charged against the Employee's attendance credits. For the purpose of this section, "immediate family", shall include the Employee's spouse, common-law spouse, mother, father, stepmother, stepfather, mother-in-law, father-in-law,



son, daughter, stepson, stepdaughter, brother, sister, grandchildren and the grandparents of the Employee and spouse or any relative with whom the Employee lives.

14.02 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.

14.03 Upon request to their supervisor, necessary travelling time may be granted at the discretion of the Police Chief.

### **Compassionate Leave**

14.04 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.

14.05 Should the Employee be granted leave and subsequently denied Employment Insurance Benefits for the period so taken, any leave granted shall be converted to vacation leave and deducted from the Employee's vacation leave bank.

14.06 Notwithstanding any other provision of this Policy the Employer may, for compassionate reasons, provide Employees with additional leave with or without pay, at the discretion of the Police Chief.

### **ARTICLE 15 – MARRIAGE LEAVE**

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

### **ARTICLE 16 – TRAINING AND DEVELOPMENT LEAVE**

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

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



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

## **ARTICLE 17 – EDUCATION LEAVE**

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

## **ARTICLE 18 – MEDICAL AND DENTAL APPOINTMENTS**

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

## **ARTICLE 19 – BENEFITS**

- 19.01 The Employer shall continue to contract with an insurance carrier for the purpose of providing insured services, similar to the present Claim Secure Insurance Plan contract number 2136 in respect of extended health care, emergency travel assistance, dental care, short term disability, long term disability, life insurance and accidental death and dismemberment. The

Employer will provide each Employee with the booklet which outlines the Insurance Plan. A summary of the benefits is set out in Schedule (B).

## **ARTICLE 20 – TECHNOLOGICAL CHANGE**

20.01 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.

20.02 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 21 – PENSIONS**

21.01 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 22 – LAYOFF AND RECALL**

22.01 (a) The Employer shall, unless there is an emergency, give the affected Employee ninety (90) days written notice prior to the effective date of any layoff and the Employer agrees to meet with the Employee to discuss alternatives to the layoff including redeployment, attrition and training for anticipated vacancies.

- (b) The Employee with the least seniority shall be the first to be laid off provided that the next senior Employee retained has the necessary skills, qualifications, abilities, and willingness to perform the work available.

22.02 Subject to Article 22.07, Employees on layoff possessing the necessary skills, qualification, abilities, and willingness to perform the work available, shall have a right of recall for positions which become available, during the layoff, in reference order of layoff. In determining the ability of the Employee to perform the work, the Employer shall not act in an arbitrary or unfair manner.





- 22.03 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.
- 22.04 The Employer shall not pay any portion of the cost of an Employee's benefits, including pension contributions, after the month in which the Employee is laid off, provided that, subject to the conditions and the availability of the insurance benefits the Employee may seek to arrange to have his or her benefits continued solely at the Employee's expense until recall or until the expiry of the period referred to in article 22.03, whichever first occurs.
- 22.05 Where an Employee is to be recalled, he, or she shall be informed of the recall by written notice. A notice sent to the last known address of the Employee as shown on the records of the Employer shall be deemed to be sufficient notice. It is the responsibility of each Employee on layoff to keep the Employer informed of his or her current address. An Employee receiving recall notice shall advise the Employer, in writing, within ten (10) days of the recall notice that he or she accepts the recall, and will commence employment at the date and place specified in the notice. Upon expiration, after ten (10) days following the date of such recall notice, any and all employment and recall rights of an Employee shall terminate where the Employee has not provided written acceptance of the recall.
- 22.06 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 of this Policy.

### **Severance Pay**

- 22.07 The Employer will pay Severance Pay to Employees who have completed five (5) years of continuous service, and who:
- (i) are laid off with no possibility of recall; or,
  - (ii) resign, for Employees hired on or before December 31, 2009, or,
  - (iii) retire, or,
  - (iv) die.

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



## **ARTICLE 23 – RESIGNATIONS**

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

## **ARTICLE 24 – SECONDARY EMPLOYMENT**

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

## **ARTICLE 25 – EMPLOYMENT RECORDS**

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

## **ARTICLE 26 – DISCIPLINE AND DISPUTE RESOLUTION**

### **Suspension, Discipline, or Termination**

- 26.01 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 attend the meeting.
- 26.02 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.



## **Grievance Procedure**

- 26.03 For the purpose of this Policy, a grievance or complaint is defined as a difference arising either between an Employee and the Employer, relating to the interpretation, application, administration, or alleged violation of this Policy, and shall include complaints arising under the *Canadian Human Rights Act* and the *Canada Labour Code*, as amended from time to time.
- 26.04 In order to resolve complaints and/or differences as quickly as possible, the Employee and his/her representative shall endeavor to meet with a representative of the Employer prior to submitting a grievance in order to attempt to resolve the matter through discussion.
- 26.05 Where such discussions are not pursued, or where the matter remains unresolved, the grievor may file a grievance, in writing, with the Police Board within twenty-five (25) days of becoming aware of the action or circumstances giving rise to the grievance.
- 26.06 The grievance shall identify the problem; the remedy sought and shall, where possible, specify the provision(s) of the Policy or statute which is alleged to have been violated.
- 26.07 Within twenty-five (25) calendar days of receiving an Employee or group grievance, the Police Board shall hold a grievance hearing. Where possible, the hearing shall be in person but may, when required, be held by conference call. The grievor shall have the right to representation at the grievance hearing.
- 26.08 The Board shall deliver a decision in writing with respect to a policy grievance within fourteen (14) calendar days of the receipt of the grievance.
- 26.09 Where the grievance alleges a violation of Article 3 (Harassment, Sexual Harassment or Discrimination), the grievance may not be heard by the subject of the complaint.
- 26.10 A grievance may be withdrawn at any time upon written notification to the other party.

## **ARTICLES 27 – TERM EMPLOYEES**



- 27.01 Term Employees hired for a period of greater than six (6) months shall be entitled to nine percent (9%) per paycheque in lieu of benefits and six percent (6%) per paycheque in lieu of vacation credits.
- 27.02 Term Employees will be given the pro-rated annual entitlement of sick credits effective their first day of employment.
- 27.03 Where a term Employee is employed with the Employer immediately following their term appointment, all hours worked during their term shall count towards seniority hours with the Employer.
- 27.04 Term Employees will not be enrolled in the Police Service's pension plan.
- 27.05 A period of term employment may be terminated upon issuance of two (2) weeks' notice by either party.

#### **ARTICLE 28 – SEVERABILITY OF TERMS**

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

## SCHEDULE "A"

### SALARY GRID

<b>NISHNAWBE-ASKI POLICE SERVICE BOARD EMPLOYEES</b>							
<b>POSITION</b>	<b>Starting Salary</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>Hrs/Week</b>
<b>Board Liaison</b>	\$55,000	\$58,000	\$61,000	\$64,000	\$67,000	\$70,000	35
<b>Executive Assistant</b>	\$40,000	\$43,000	\$46,000	\$49,000	\$52,000	\$55,000	35
<b>Note: Salary Grid does not include annual Cost of Living Allowance (negotiated by Union or Partnership Agreements)</b>							

<b>NISHNAWBE-ASKI POLICE SERVICE BOARD EMPLOYEES</b>							
<b>POSITION</b>	<b>Starting Salary</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>Hrs/Week</b>
<b>Board Liaison</b>	\$56,240	\$59,305	\$62,375	\$65,440	\$68,510	\$71,575	35
<b>Executive Assistant</b>	\$40,900	\$43,968	\$47,035	\$50,103	\$53,170	\$56,238	35
<b>Note: Salary Grid includes annual Cost of Living Allowance (2.25%) for 2010-11 fiscal (negotiated by Union or Partnership Agreements)</b>							



## SCHEDULE "B"

### NISHNAWBE-ASKI POLICE SERVICE Benefit Summary

<b>Employee Life Insurance</b>	<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>				
<b>Dependent Life Insurance</b>	<table style="width: 100%; border: none;"> <tr> <td style="padding-right: 20px;">Spouse</td> <td>\$10,000</td> </tr> <tr> <td>Child</td> <td>\$ 5,000</td> </tr> </table>	Spouse	\$10,000	Child	\$ 5,000
Spouse	\$10,000				
Child	\$ 5,000				
<b>Employee Accidental Death, Dismemberment and Specific Loss</b>	An amount equal to your life insurance (principal sum)				
<b>Short Term Disability Benefits</b>					
Waiting period	7 days				
Maximum benefit period	17 weeks				
Amount	75% of weekly earnings				
<b>Long Term Disability Benefits</b>					
Waiting period	120 days				
Amount	75% of monthly earnings to \$3,200 is provided by the employer				
<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>					
<b>Healthcare</b>					
Deductible	Nil				
Reimbursement level	100%				
Basic Expense Maximums:					
Hospital	Private room				
Home nursing care	\$5,000 for a maximum of 12 months per condition				
In-Canada prescription drugs	Included				
Smoking cessation products	\$500 lifetime				
Hearing aids	\$700 every 5 years				
Speech aids	\$1,000 lifetime				
Custom-fitted orthopedic shoes	\$300 every 12 months				
Myoelectric arms	\$10,000 per prosthesis				
External breast prosthesis	1 every 12 months				
Surgical brassieres	1 every 12 months				
Mechanical patient lifters	\$2,000 per lifter once every 5 years				
Outdoor wheelchair ramps	\$2,000 lifetime				
Blood-glucose monitoring machine	1 every 4 years				
Transcutaneous nerve stimulators	\$700 lifetime				
Extremity pumps for Lymph edema	\$1,500 lifetime				
Custom-made compression hose	4 pairs each calendar year				
Wigs for cancer patients	\$200 lifetime				



<p>Vaccines Hepatitis A &amp; B</p> <p>Paramedical Expense Maximums Chiropractors Physiotherapists Podiatrists Naturopaths Osteopaths Psychologists/social workers Speech therapists Massage therapists Audiologists</p> <p>Vision care expense maximums Eye examinations Glasses and contact lenses</p> <p>Lifetime Healthcare Maximum</p>	<p>Life of the vaccine</p> <p>\$750 each calendar year \$750 each calendar year \$750 each calendar year \$750 each calendar year \$750 each calendar year \$750 each calendar year \$750 each calendar year \$750 each calendar year</p> <p>1 every 24 months \$200 every 24 months</p> <p>Unlimited</p>
<p><b>Dental Care</b> Payment basis</p> <p>Deductible Reimbursement levels: Basic coverage Major coverage Orthodontic coverage Accidental dental injury coverage</p> <p>Plan Maximums Accidental dental injury treatment Dentures and bridgework Orthodontic treatment All other treatment</p>	<p>The dental fee guide in effect on the date treatment is rendered for the province in which treatment is rendered</p> <p>100% 80% 50% 100%</p> <p>Unlimited \$1,500 every 5 years \$1,500 lifetime \$1,500 every calendar year</p>

