

**Collective Agreement
Between**



Kitigan Zibi Anishinabeg Band Council

And

CUPE·SCFP | *Canadian Union of Public Employees
Syndicat canadien de la fonction publique*

Canadian Union of Public Employees

Local ~~5644~~ 5466

Valid until September 30th, 2025

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ARTICLE 1 - DEFINITIONS

1.01 For the purpose of application of the provisions of this Collective Agreement, the following terms shall have the following meanings, unless the context otherwise requires:

Bargaining Unit:

The bargaining unit described in Certificate 115551-U.

Continuous Service:

The total period of time an employee has been in employment relationship with the Kitigan Zibi Anishinabeg Nation Council in jobs covered by the Certification Unit, beginning on the first day of employment.

Demotion:

The appointment of an employee governed by this Agreement to a lower pay grade than the job to which he/she was previously appointed.

Employee:

A peace officer governed and certified by the Canadian Union of Public Employees, Local 5466, in accordance with the agreements.

Employer:

Kitigan Zibi Anishinabeg Council represented by the Director of Police.

Probationary Employee:

A peace officer who has not completed the probationary period. This employee is subject to the Collective Agreement, except for pension benefits, group insurance and the grievance procedure in the event of termination of employment.

Probationary Period:

A period of six (6) months of continuous full-time service without severance of the employment relationship, during which the employer assesses the employee's ability to meet the normal requirements of the position.

Promotion:

The appointment of an employee to a job governed by this Agreement in a higher pay grade than the job to which the employee was previously appointed.

Recall:

The action of calling back to work an employee appearing on the recall list as set forth in Article 9.05.

Recall list:

List on which the names of regular and temporary employees appear.

Regular Employee:

A peace officer who normally works the number of hours scheduled for a normal work week.

Seniority List:

A list of names and dates of seniority of regular and temporary employees as of the end of the probationary period.

Temporary assignment:

Short-term assignment for a minimum period of one week but not exceeding six (6) months, at the request of the employer, of a regular employee to a position other than his or her own due to the absence of an employee or to a work surplus.

Temporary employee:

A peace officer hired on a full-time or part-time basis to perform a set of duties during a work overload, absence or leave of absence granted under a provision in the Collective Agreement.

Temporary replacement:

A position that the employer decides to fill due to the absence of a regular employee.

Trial period:

The period for which the regular employee is on probation for a position other than the one he/she occupies. The trial period is six (6) months. If, during or at the end of the probationary period, the employer determines that the regular employee is not satisfactorily performing the duties of the position, the employee shall be returned to his or her previous position. A copy of the reasons shall be sent to the Union within ten (10) days of the Employer's decision.

Union:

The Canadian Union of Public Employees, Local 5466.

Union officers:

Members of the bargaining unit who are elected to union officer positions of the Canadian Union of Public Employees, Local 5466.

ARTICLE 2 - PURPOSE

- 2.01** It is the mission of both parties to protect, defend and enhance Anishinabeg traditional and community customs, values, beliefs and way of life. Both parties are committed to honour and to use the knowledge of our Algonquin heritage to instill the foundation for strength in our future in a healthy, flourishing, safe, secure and self-sustainable environment.
- 2.02** The purpose of this Collective Agreement is to maintain and promote good relations between the Kitigan Zibi Anishinabeg Nation Council and the employees covered by the certificate of accreditation (order number 11551-U) and the union representing them. It is also intended to establish working conditions that are fair and equitable to all and to resolve any application and interpretation problems that may arise.

ARTICLE 3 - RECOGNITION

- 3.01** The Employer recognizes the Union as the exclusive Bargaining Agent for the Members, as provided for in certificate 11551-U of the Canada Industrial Relations Board, hereinafter called the "Bargaining Unit". The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of representing the employees and entering into any agreement on their behalf.
- 3.02** The Employer recognizes that the Union is a valued partner and intends to give it the latitude to enable and promote the implementation of this Agreement.
- 3.03** The technical advisors of the Canadian Union of Public Employees may attend all meetings between the parties for the purpose of implementing this Agreement and its results. Either party may engage any resource person deemed necessary.

The Employer agrees to grant free access to its territory, grounds and buildings to the authorized representative of the Canadian Union of Public Employees, after notification to the Chief of Police, for the purpose of interviewing members of the Union at any time deemed appropriate by the Union.

Within thirty (30) days of the signing of the Agreement, the Union shall forward to the Employer a list of the names of its authorized representatives and a list of the members of the various committees. Thereafter, the Union shall inform the Employer in writing as changes are made to these lists.

- 3.04** The effect of this Agreement is to render null and void any individual agreement subsequent to or after this Agreement.
- 3.05** The Employer and the Union agree that for the purpose of applying and interpreting this Agreement, the masculine gender shall include the feminine gender, and the singular shall include the plural, taking into account the context.

ARTICLE 4 - WORKPLACE VIOLENCE AND HARASSMENT

- 4.01** The Employer, the Union and Members are committed to maintaining a working environment in which all individuals are treated with respect and dignity. The Employer and the Union recognize that every person is entitled to the full and equal exercise of his or her rights and freedoms as set out in the Canadian Charter of Rights and Freedoms. All Members have the right to freedom from violence and harassment in the workplace and in the course of workplace duties that take the Member away from the workplace and at other work-related business and social functions. Violence and harassment in the workplace will not be tolerated. The Kitigan Zibi Anishinabeg Workplace Violence and Harassment Policy, as amended from time to time applies to Members.
- 4.02** For the purposes of this Collective Agreement, neither the Employer, nor the Union nor their respective representatives, nor any of the affected employees shall threaten, coerce or discriminate against any employee because of race, colour, ethnic or national origin, social condition, language, sex, sexual orientation, gender identity or expression, marital status, family status, age, place of residence, religious beliefs or lack thereof, political opinions, the fact that the employee is a person with a disability or uses any means to palliate his or her disability, place of residence, religious belief or lack thereof, political opinion, genetic characteristics, conviction for an offence for which a pardon has been granted or in respect of which a record suspension has been ordered, disability or use of any means to accommodate a disability, relationship to any employee, or exercise of any right under this Agreement or applicable law. Notwithstanding the foregoing, the parties acknowledge the Employer has a preference for hiring Members of Kitigan Zibi Anishinabeg, other Status and Non-Status First Nation Members, Metis and Inuit, and that hiring and promotion practices that conform to this preference do not constitute a violation of this Article, nor does funding provided exclusively to natives of the Kitigan Zibi Anishinabeg Community constitute discrimination within the meaning of this Article.

ARTICLE 5 - UNION REPRESENTATION

Union Membership

- 5.01** An employee who is a member in good standing of the Union at the time of the signing of the Agreement and all those who become members thereafter shall maintain their membership in the Union as a condition of their continued employment.
- 5.02** All new employees shall become members of the Union upon hire, effective the first day of employment, as a condition of continued employment.
- 5.03** The Union shall notify the Employer, in writing, of the names and offices held of its Representatives who are accredited to represent it, which information shall always be kept up to date. The Employer will recognize only persons so designated as Representatives of the Union.

Union Dues and Lists

- 5.04** a) The Employer shall deduct from the weekly pay of any employee covered by the Agreement an amount equal to the Union dues set by the Union and remit it to the Treasurer of the Union by direct deposit during the third week of each month for the preceding month. The Union shall give thirty (30) days' notice of any change in the number of dues.
- b) The Employer shall provide monthly to the Union Treasurer the following information: payroll period, names of employees, gross pay and amount of dues paid by each employee.
- 5.05** The Employer shall, biannually provide the Union with an alphabetical list of employees including surnames, given names, home addresses, dates of employment, dates of Union seniority and job titles.
- 5.06** The Employer shall provide a bulletin board for the posting of notices of meetings and other materials of a Union nature. The Union agrees that its communications shall be respectful.
- 5.07** The parties agree that the Union may hold Union meetings on Employer property, provided that:
- a) the Union has obtained the advance written permission of the Chief of Police; and
- b) Members do not participate in such meetings while they are on duty unless the Member's Superior Officer provides advance approval. Such approval

is subject to operational feasibility and may be withdrawn if the Member's service is required.

Processing of Grievances

- 5.08** Where possible, the investigation and processing of grievances involving the interpretation, application or administration of this Agreement shall be carried on outside of the Member's shift.
- 5.09** It is understood that Representatives have their regular work to perform on behalf of the Employer and when it is necessary to service a grievance, they will not leave their work without obtaining the prior permission of their supervisor officer. The Representative shall attend to the matter expeditiously and return to their workplace promptly. It is understood that the Representative will not lose pay for regular, non-overtime working hours spent servicing grievances or in grievance meetings with the Employer.
- 5.10** The Union agrees that, except as provided for in this Agreement, there will be no Union activity during working hours on the premises of the Employer, except by agreement with the Employer.

Union Leave

- 5.11** Any member of the Union, chosen to participate in Union activities or to see to the day-to-day administration of the Union's affairs, requiring a leave of absence, shall be allowed to leave his work without loss of pay, provided that he informs the Director of Public Security five (5) days before his departure. Only one member at a time shall be permitted to be absent unless authorized by the director. The Employer shall allow a maximum of forty-eight (48) hours of absence per year.

Absence for negotiations

- 5.12** For any other union absence not provided for herein, the employee's salary shall be maintained on the written request of the Union on the condition that the Union reimburse the Employer for the salary paid to the employee, plus an amount equal to the actual costs paid by the Employer for contributions to the Employer's pension fund and group insurance, for sick days and for other sums that the Employer would be required to pay by law.
- 5.13** Given the nature of the positions covered by this Agreement, an employer may refuse such union leave where the number of employees on the job does not allow for the replacement of the union member. The employer may also refuse if taking such leave prevents another employee from obtaining vacation leave requested.

The Employer recognizes that it is to its advantage that Union officers are able to perform their Union duties properly. Any member of the Union, chosen to participate in Union training activities, requiring a leave of absence, shall be granted leave without pay, provided that he informs the Director of Police five (5) days before his departure subject to operational needs. The Employer shall allow up to sixty (60) hours of leave without pay for Union training activities per year. Any leave without pay for union training activities in excess of sixty (60) hours per year may be granted subject to operational needs.

An authorized representative of the Union, whose presence is required at an arbitration provided for in the Agreement, shall be granted leave without loss of pay for such time as is necessary and reasonable to attend the hearing or appearance.

The Employer shall grant leave with pay to any authorized representative of the Union summoned to participate in or attend hearings before the Canada Industrial Relations Board when the Union is summoned by either party,

Review of Employee Files

- 5.14** a) An employee, alone or accompanied by a Union Representative, may consult his or her personnel file by contacting the Employer. Such consultation shall be by appointment, in the presence of a representative of Human Resources or the Director of Police Services in the latter's absence.
- b) Any employee elected to a union office or to a position within CUPE or its affiliates, and who makes a written request at least thirty (30) days in advance, shall have the right to be absent, without pay, for the duration of his/her term of office or successive terms. At the end of his or her term of office and with at least thirty (30) days' notice, such employee may return to the position he or she held at the time of departure.

The Employer shall provide the Union with a locked filing cabinet, exclusive to the Union, office supplies and technological equipment, permit the use of the internet, printers and/or the photocopier within the premises of the Police Station. Subject to availability and the construction of the new Police Station, the Union will have access to the conference room, in complete privacy, in the Police Station.

ARTICLE 6 - COMMITTEES

Labour Relations Committee

6.01 The Labour Relations Committee shall consist of two (2) members of the Bargaining Unit and two (2) representatives of the Employer. The Committee shall meet as necessary to discuss matters of concern in the workplace, including but not limited to matters of occupational health and safety. It shall meet at the written request of either party, as soon as possible after such request. In any event, the Committee shall meet no later than twenty-one (21) calendar days after the request is received.

6.02 Time so spent at meetings of the Labour Relations Committee shall not result in loss of salary and wages, nor overtime, and shall not count against the time allotted for release.

Bargaining Committee

6.03 The Employer shall release two (2) members of the Union Committee during the Bargaining period, as required for committee meetings as well as for the preparation inherent to the committee without loss of pay. In the event that the two (2) members are on the same shift, the Union will consider any reasonable proposal from the Employer to temporarily transfer one (1) of the members to another shift.

The parties may engage technical advisors at any time at their own cost.

ARTICLE 7 - GRIEVANCE AND ARBITRATION

Employee Grievances

- 7.01** The parties recognize that grievances shall be resolved as expeditiously as possible. Any employee who believes his or her rights have been infringed upon shall, prior to submitting a grievance, attempt to resolve the disagreement with his or her immediate supervisor, accompanied by an authorized representative of the Union if he or she so desires.
- 7.02** Failing agreement, an authorized representative of the Union may present a grievance, following the procedure outlined in this Article, on behalf of any employee or group of employees. The grievance shall identify the facts and issues giving rise to the grievance, the Article(s) of the Collective Agreement allegedly violated, and the grievance shall be signed and dated by the grievor and his Union Representative.
- 7.03** In all cases of grievances, the parties agree to follow the procedure set out below:
- a) Step 1
- i. The Union shall submit the grievance in writing to the Chief of Police or his designate within forty-five (45) calendar days of learning of the facts giving rise to the grievance or the occurrence giving rise to the grievance or of the time the circumstances upon which the grievance is based were known or should reasonably have been known to the grievor.
 - ii. The Chief of Police or his designate, upon receipt of the grievance, shall render a decision within thirty (30) calendar days of the submission of the grievance and shall notify the employee and the Union in writing.
- b) Step 2
- i. Should the Chief of Police or his designate fail to render a decision as required under Step 1, or if such response is unsatisfactory to the Union, then within thirty (30) calendar days of the receipt of the Chief of Police or his designate's decision, as required under Step 1, the Union must forward the grievance to the Federal Mediation and Conciliation Service or a Professional Mediator acceptable by both parties who will convene a meeting with the grievor along with the Union representative and the Chief of Police or his designate, in an attempt to resolve the matter. Costs for the mediation process

will be shared equally between the parties.

c) Step 3

- i. Failing satisfactory settlement of the grievance at Step 2, the grievance may be referred directly to arbitration as provided in Article 8.

7.04 After a grievance has been submitted in accordance with this Article, an authorized representative of the Union, whether or not accompanied by the grievor, may meet with the Chief of Police or his/her designate to review the grievance and attempt to resolve it.

7.05 The Union may submit a grievance on behalf of one or more employees in accordance with the procedure set forth in this Article.

7.06 An employee shall not be penalized, inconvenienced or harassed in any way for being involved in a grievance.

7.07 The time limits provided for in this Agreement are mandatory but may be extended by written agreement signed by the Chief of Police Director or his/her designate and an authorized representative of the Union.

7.08 In computing any time limit provided for in this Agreement, the day on which the delay begins shall not be counted, but the day on which it ends shall be counted.

7.09 In the case of a grievance relating to suspension, discharge or discipline or an inconclusive trial period, the burden of proof shall be on the Employer.

7.10 A technical or clerical error in the written submission of a grievance shall not invalidate it.

Employer Grievances

7.11 The Employer as represented by the Chief of Police may file a grievance against the Union by forwarding a grievance in writing to the President of the Union or his designate. The Chief of Police and the President of the Union will meet to attempt to resolve the issue within thirty (30) calendar days of the submission of the grievance. The President of the Union will indicate his response to the grievance, in writing, within thirty (30) calendar days of the meeting with the Chief of Police. If the response is not acceptable to the Chief of Police, or if the President of the Union fails to reply in writing within thirty (30) calendar days, then the matter may be referred to the Federal Mediation and Conciliation Service or a Professional Mediator acceptable by both parties who will convene a meeting with the President of the Union and the Chief of

Police or his designate, in an attempt to resolve the matter. Costs for the mediation process will be shared equally between the parties. Failing satisfactory settlement of the grievance at the mediation, then the matter may be referred to arbitration within thirty (30) calendar days of the receipt of the President of the Union's response or, if not received, of the date by which the response of the President of the Union should have been received. The cost of arbitration shall be borne equally by the two (2) parties.

Arbitration

7.12 If a grievance has not been resolved through the grievance procedure set out in Article 7, the Union may refer the matter to arbitration within thirty (30) calendar days of the expiration of the time limit set out in Article 7. In such an event, the Union shall notify the Employer in writing of its intention to arbitrate.

7.13 The notice to arbitrate shall include the names of three (3) prospective arbitrators to hear the matter. The party served with the notice to arbitrate can either accept one of those listed or propose three (3) other arbitrators.

If the parties are unable to jointly select a mutually acceptable arbitrator within thirty (30) calendar days, then either party may request that the Federal Minister of Labour appoint an arbitrator to hear the matter.

7.13 In matters of grievances, the jurisdiction of the arbitrator shall be strictly limited to the application and interpretation of the text of the Agreement, without adding to, deleting from, supplementing or modifying it.

7.14 When the arbitrator's decision involves monetary compensation, if the arbitrator deems it appropriate, this sum shall bear interest at the legal rate provided for in the Canada Labour Code and shall be added to the actual amount due, and this, as of the filing of the grievance.

In such a case, the Employer shall pay such amount to the employee within thirty (30) days of receipt of the arbitrator's decision.

7.15 In the case of arbitration involving discipline, the arbitrator may:

- a) Reinstate the rights of the affected employee(s) with full compensation;
- b) Maintain the discipline;
- c) Reduce the penalty imposed by substituting a lesser measure which he considers more just or equitable and determine the amount of compensation, if any, for damages to which the unfairly treated employee may be entitled under the terms of the Agreement, taking into account salary and any compensation the employee may have received in the interim.

- 7.16** The decision of the arbitrator shall be final and binding upon the parties and upon any members affected by it.
- 7.17** Each party hereto shall pay his own costs of and incidental to any such arbitration proceedings. The fees and charges of the arbitrator shall be borne equally by the two (2) parties hereto. Each party has the right to require the attendance of the grievor at the arbitration hearing.

ARTICLE 8 - POSTINGS

8.01 Vacancy

Any vacancy which the Employer decides to fill shall be posted internally for ten (10) calendar days and all necessary means shall be taken to ensure that all employees in the unit of certification are aware of the posting. The Employer may, if it deems it appropriate, proceed with the external posting at the same time as the internal posting.

8.02 A vacancy shall be filled, after posting, in the manner described in the Selection Process - Articles 8.06 to 8.10.

8.03 The Employer shall inform the Union in writing of each departure.

8.04 The vacancy to be filled shall be filled within thirty (30) calendar days of the internal posting period. If the employer can't meet the time allowed, the Union will be informed as soon as possible, and an extension period will be granted after consultation. The Employer shall inform the Union of the successful candidate.

8.05 Failure to apply for a vacancy shall not affect an employee's right to apply for any future vacancy.

8.06 Selection Process

At the conclusion of the selection process, the Employer shall award the position to the most senior applicant if the applicant meets the normal requirements of the job and is qualified for the job. To this end, the Employer shall first consider:

- 1) Regular employees in order of seniority;
- 2) Temporary employees in order of seniority;
- 3) Members of the Kitigan Zibi Anishinabeg Nation;
- 4) Members of another Aboriginal Nation.

8.07 For the purposes of this section, a qualified applicant is an applicant who meets the normal requirements of the job and who has successfully completed the qualification tests. The purpose of these tests is to determine the candidate's suitability for a specific position based on his or her education, job skills, knowledge and experience.

8.08 In the event that an employee is found to be unqualified for a particular job, that same employee may not requalify for that same job until six (6) months have elapsed.

8.09 Overqualification shall not be a criterion for disqualifying a Bargaining Unit employee from applying for a position.

8.10 The requirements of the job shall be determined by those contained in the job description and by what is generally and normally required by the type of job. In the event of absence or disagreement with respect to the requirements requested, the dispute shall be referred to the Labour Relations Committee.

8.11 Accommodation

Notwithstanding the foregoing, a vacancy shall first be filled by assignment. In this case, the Employer shall consider the following in order for positions of the same or lower-grade taking into account qualification and seniority:

- a) A regular Employee who has been declared unable to perform his or her job for medical or physical reasons, but who is qualified to perform the vacant position.
- b) A regular Employee who has requested a replacement, i.e. who has requested to be assigned to a work position within the same job. If the operational needs allow the assignment to be filled, it shall be made at the beginning of the rotation.

8.12 In the event that a regular employee is found to be unfit for his job, his case shall be submitted to the Labour Relations Committee, which, notwithstanding the other provisions of Article 9, may recommend the assignment of said employee to a job compatible with his medical and physical condition.

8.13 Such assignment shall be made without posting but after discussion in the Labour Relations Committee.

8.14 Promotion to Detective Sergeant

A promotion to a position or function covered by the certificate of certification shall be granted by the employer taking into account the procedure established in Article 8.01, 8.15 to 8.18.

8.15 To be eligible for promotion to Detective Sergeant, a regular employee must have at least five (5) years of continuous full-time police service in the bargaining unit.

8.16 a) If none of the regular employees apply for promotion, or if none of the regular employees who applied can meet the posted requirements, or if none of the regular employees who applied are successful in the assessment process, the Employer may post externally for the position

and award the position to the applicant from the Kitigan Zibi Anishinabeg Nation with the best assessment process results.

- b) If the position is not awarded to a member of the Kitigan Zibi Anishinabeg Nation, the Employer may award the position to the applicant from another Aboriginal Nation with the best assessment process results.

8.17 All applicants shall be required to undergo an assessment process established by the Employer.

8.18 Promotion shall be awarded to the candidate with the best assessment process results. In the event of a tie, seniority shall be the determining factor.

8.19 The employer will provide a list of candidates with the final results. The chief of police is required to meet with the candidates who did not win the competition upon their request.

8.20 Temporary Assignment

Temporary assignments shall be given to the most senior qualified applicant if he meets the requirements of the job and is qualified for the job. If the Employer decides to fill a position, it shall be filled with a position at the same or higher level within thirty (30) days of the vacancy. In the event of disagreement, the matter shall be referred to the Labour Relations Committee provided for in Article 6.

8.21 The qualified regular employee with the most seniority shall have the first choice and so on in order of seniority. In the event of a refusal, the Employer shall select the least senior regular employee(s) based on their qualifications for the assignment.

8.22 Trial Period

A regular employee appointed to a vacant or new position shall be subject to the Trial period provided for in Section 1.01. If, during or at the expiration of the trial period, the employee requests to return to his former position or if the Employer determines that the employee is not satisfactorily performing the duties of the position, the employee shall be returned to his former position and employees displaced as a result of this movement of people shall return to their positions.

ARTICLE 9 - SENIORITY

9.01 Absences under this Agreement shall not interrupt seniority.

9.02 An employee shall lose seniority and employment shall terminate:

- a) if he is dismissed;
- b) if he leaves the employment of his own free will;
- c) if the temporary employee or employee on layoff does not work for the Employer for a period exceeding twelve (12) months, except for absence due to work-related injury or illness;
- d) when the employee, having been laid off and recalled to work on a regular basis by registered letter to his last known address by the Employer, does not return to work within five (5) days of the receipt of the registered letter or the return of the letter from the sender;
- e) if he is absent from work due to illness or accident for a period exceeding thirty-six (36) months or the length of his seniority, whichever is shorter, unless otherwise agreed by the parties. This clause excludes occupational injuries;
- f) when he is declared unfit for work by the competent authorities following an occupational injury or illness;
- g) when the employee is absent without authorization or without valid reason for more than five (5) consecutive scheduled workdays.

9.03 An employee who, without having left the service of the Employer, returns to the certification unit after having been excluded from it for less than twelve (12) months because of replacement, shall retain and accumulate seniority for the time excluded from the unit.

9.04 On April 1st of each year, the Employer shall post on the Union bulletin board a seniority list containing the name of each employee, his seniority and his status. Seniority shall be calculated from the first day of active duty in the bargaining unit. The seniority list, as of November 21, 2022, is attached in Appendix B.

9.05 Employees shall be recalled to work in the order of seniority on the recall list.

9.06 Seniority shall be the determining factor in the case of layoff and recall.

9.07 An employee with temporary status shall be laid off when his employment is

terminated, regardless of seniority. At the request of a temporary employee who is laid off, the Employer shall recall the employee to work within seven (7) days of the date of the request, if an employee with temporary status who occupies the same position with less seniority than the employee is at work.

- 9.08** A temporary employee who is required to be absent from work due to illness or injury on the job shall be recalled to work no later than the beginning of the regular work week following the time he is fit to work if an employee with temporary status who occupies the same position with less seniority than him is at work.
- 9.09** Call-backs shall be made by telephone.
- 9.10** The employee shall notify the Police Director of any change in telephone number as soon as possible.
- 9.11** If the temporary employee is not available, the position shall be filled by the next employee on the seniority list. An employee who is unavailable for work shall retain the right of recall to the next available position.
- 9.12** A temporary employee shall be entitled to at least two (2) working days' written notice of layoff, except in the following cases:
- a) If his employment is for five (5) working days or less and he is notified;
 - b) If, upon recall to duty, written notice of the duration of his employment is given or transmitted to him.
- 9.13** When a temporary employee completes the equivalent of forty (40) regular weeks of work within a period of twelve (12) consecutive months, an analysis shall be made by the Labour Relations Committee as to the need to open a regular position. However, work performed by a temporary employee to make up for the absence of an employee assigned by the Employer to another organization or on union leave, sick leave or long-term accident, maternity leave, leave without pay or leave otherwise authorized under the Collective Agreement, shall not be included in the calculation of the forty (40) week period provided for in this paragraph. The same applies to a temporary employee who replaces an employee displaced by an absence for the above-mentioned reasons.

ARTICLE 10 - WORK SCHEDULE

Regular Week Patroller

10.01 The patrol officers who provide security on the territory of Kitigan Zibi Anishinabeg and whose work schedule is rotating are divided into four (4) teams of minimum two (2) patrol officers divided into two (2) groups.

10.02 Two (2) patrol officers will be on duty on each shift as follows:

- a) Patrol officers on the day shift may work solo in different vehicles;
- b) Patrol officers on the night shift shall work in pairs. However, at the request of the Employer, patrol officers who are assigned to the night shift in excess of the main team, may work solo in unmarked police cars. It is understood that the solo officer working on the night shift will not do interventions unless backed up by another K.Z.P.D. officer or a Sûreté du Québec officer. The Health and Safety and the Labour Relations Committee will provide a procedure in that particular case where the solo officer will do interventions without backup.

10.03 The provisions of this Article are not to be interpreted as a guarantee of, or limitation upon, the hours of work to be done per day or per week or otherwise, nor as a guarantee of working schedules. The Kitigan Zibi Anishinabeg Police Service is a twenty-four (24) hour per day operation:

- a) Patrol Officers work periods are from Tuesday to Monday. The work cycles shall be eighty-four (84) hours spread over two (2) weeks in accordance with Appendix C. The hours worked in excess of eighty (80) hours during each two (2) week work cycle shall be paid in overtime or accumulated in a bank for this purpose as provided for in Article 11 - Overtime;
- b) Sergeant Detectives are regularly scheduled for eight (8) hours per day Monday to Friday in accordance with Appendix C. The hours worked in excess of eight (8) hours per day shall be paid in overtime or accumulated in a bank for this purpose as provided in Article 11 - Overtime;
- c) Court Liaison Officers are regularly scheduled for eight (8) hours per day Monday to Friday in accordance with Appendix C. The hours worked in excess of eight (8) hours per day shall be paid in overtime or accumulated in a bank for this purpose as provided in Article 11 - Overtime.

10.04 It is understood that any of the above schedules may be changed by the Employer on sixty (60) days written notice to the Union. The matter will be brought to the Labour Relations Committee within fourteen (14) days of the notice.

- 10.05** A member shall be given forty-eight (48) hours personal notice preceding any change in shift.
- 10.06** It is understood that the Chief of Police or his designate has the right to alter the commencement and stopping times in order to concentrate the manpower during any period of prime critical need as determined by him. This procedure cannot be used abusively.
- 10.07** The parties agree that the nature of the work of the Detective Sergeants requires them to work flexible hours based on the needs of the investigation. As such, any changes to the schedule of the Detective Sergeant by a superior officer are not required to comply with the provisions of Article 10.

Detective Sergeants are a 3rd party to support teams but not meant to be in the team.

Meal Period

- 10.08** Patrol Officers shall be entitled to one (1) hour paid mealtime during each six (6) hours of work. During this period, the employee shall remain available. Detective Sergeants and the Court Liaison Officer are entitled to one (1) hour of unpaid mealtime.
- 10.09** Mealtimes shall be scheduled at the employee's discretion during the work period. Employees shall notify the Employer via radio communication of the start and stop times of their mealtime. However, mealtimes cannot be scheduled at the beginning or end of a shift.
- 10.10** An employee may take their mealtime at the place of his choosing. However, the employee must be available to respond to an emergency situation at all times.
- 10.11** As far as possible, mealtimes shall be continuous. When a mealtime could not be taken or was interrupted for service purposes, the mealtime or portion of the mealtime not taken shall be rescheduled to the same day.
- 10.12** When the new police station is constructed, the Employer shall provide a reasonably sized kitchen area containing a table for six (6) people, a microwave, an oven, a standard sized refrigerator, a dishwasher, a toaster, and a coffee maker. The Employer will provide access to the Wi-Fi within the premises of the police station. The Employer reserves the right to block access to certain sites.

The Employer will provide all cutlery, glassware, and dinnerware necessary to operate the kitchen.

The Employer will provide all necessary coffee-making supplies (coffee, milk, cream, sugar, sweeteners).

Employees are expected to clean up after themselves after using the kitchen facilities.

ARTICLE 11 - OVERTIME

The following is only applicable to regular employees.

11.01 An employee is on official overtime when called or held on duty at the request of the Employer or when required to complete work authorized by the Employer to be performed in continuity with the beginning or end of the employee's workday or for any time worked in excess of the employee's normal work schedule.

11.02 Employees who are called upon to work overtime continuously, if they work more than four (4) hours of overtime, shall be entitled to thirty (30) minutes to eat, at a time determined by their supervisor, without loss of pay.

For the purpose of calculating overtime, an employee shall be paid thirty (30) minutes from the first minute worked in excess of his regular hours of work.

11.03 a) A call-back for a meeting or training is considered overtime but shall entitle the employee to at least three (3) hours' pay.

b) Work performed during the execution of a search warrant shall be given priority by seniority to employees. However, an officer who has worked on a file is entitled to be included on the search.

c) However, the overtime procedure may not be respected by the Employer if it deems that a police officer may be in conflict of interest. The onus is on the Employer to demonstrate that the person is in conflict of interest.

d) An employee called or retained by the Employer for duty in excess of the regular daily hours of work (twelve (12) hours) shall be compensated and paid for all overtime hours at the rate of one hundred and fifty percent (150%) of his hourly rate.

11.04 In the event that an employee who is on standby or who is off duty is required to report for duty by the Police Director, the employee may be entitled to overtime pursuant to Article 11, as applicable.

11.05 An officer who is recalled, shall be compensated as follows:

a) An employee who is recalled shall be remunerated for a minimum of three (3) hours, even if the period of the recall is less than three (3) hours.

b) Once the situation which made it necessary to recall an employee has been resolved, the employee shall be placed off duty.

c) If an employee is recalled again within three (3) hours of the first recall,

such work shall be covered by the first recall.

- d) If an employee is required by his supervisor to report for duty one (1) hour or less before his regular shift, such work shall not be considered a recall.

11.06 Prior to the Employer allocating overtime that is not in continuity with the beginning or end of an employee's workday, the Employer shall assign the hours to temporary employees at regular time. In the event that the Employer is unable to do so, the Employer shall allocate the hours as overtime in the following manner:

- a) By job class, by seniority among those employees on days off;
- b) By seniority, all temporary employees;
- c) By seniority, all other permanent employees not in the same job class.

In the absence of a volunteer for the overtime hours, the Employer may assign the overtime hours to a qualified employee in reverse order of seniority in order to maintain the two (2) person team.

11.07 Accumulated hours may be requested and taken in order of first come first serve. These accrued hours are redeemable at any time but cannot be transferred from one year to another and must be used before the last pay of the fiscal year.

11.08 If the employee leaves the service, he is entitled upon departure, on a pro rata basis, to payment of the balance of the unused hours or must reimburse the Employer for the excess of the pro rata hours received, if any.

11.09 Payment for overtime worked shall be made to employees on the payroll following the end of the pay period. However, instead of being paid, the employee may choose to be compensated in time at the applicable rate. In this case, these hours are accumulated in a bank, for a maximum of one hundred and sixty-eight (168) hours. Any hours in excess of this will automatically be paid as overtime.

11.10 Subject to the discretion of the Police Director and considering the needs of the department, the employee may take the hours so accumulated on leave of absence for a minimum of one (1) hour or more at a time.

11.11 The employee may refill the bank as many times as he wishes if, after taking time off or being paid for hours, if it is less than one hundred and sixty-eight (168) hours.

11.12 At any time, upon seven (7) days written notice, the employee may request to

the Police Director to be paid in full or in part for the hours accumulated. If the amount requested is above \$3,000 then the minimum written notice required is thirty (30) days.

11.13 The balance of the hours not taken during the fiscal year will be paid on the last pay of the fiscal year, such that the bank will be reduced to zero (0) at the end of the fiscal year.

11.14 For temporary employees, overtime shall be paid out when it is earned and shall not be banked.

ARTICLE 12 - STANDBY

12.01 Sergeant Detectives and Patrol Officers shall remain available within twenty (20) kilometres of the community for potential work on standby when instructed by the Police Director.

12.02 In the event that an employee is required to be on standby pursuant to Article 12.01, the employee shall be compensated at twenty-five percent (25%) of the regular hourly rate for each hour on standby. The employee shall not be paid for hours on standby during hours when he is paid regular or overtime hours.

ARTICLE 13 - TIME REQUIRED TO TESTIFY

13.01 Annual Vacation

When an employee, in the performance of his duties, is required to testify during his annual vacation, he shall notify the Director of Police Services or his designate immediately upon receipt of a notice to that effect. If required to do so, the employee shall be allowed a minimum of eight (8) hours per day paid at the rate of two and one half (2.5) times the employee's regular rate of pay.

13.02 Weekly Day Off or Statutory Holiday

When an employee, in the performance of his duties, is called to testify on a weekly day off or on a statutory holiday, he is entitled to be paid at the applicable rate for all hours worked. However, he is entitled to a minimum of four (4) hours per morning or afternoon depending on whether he is called for the morning or afternoon. If, having been called for the morning, he is recalled presenting himself in the afternoon, he is entitled to payment for all hours of attendance.

13.03 Outside of Regular Hours

When an employee, in the performance of his duties, is required to testify outside his regular working hours and at any time other than on a weekly day off, statutory holiday or vacation day, he is entitled to a minimum of four (4) hours.

13.04 Time under Articles 13.02 and 13.03 shall be paid at the rate of one and one half (1.5) times the employee's regular rate of pay.

13.05 Employees called to testify in court during a period of sick leave or injury on duty leave shall be considered to be working the day shift as scheduled.

13.06 Employees called to testify while absent on maternity or parental leave shall be entitled to a minimum of four (4) hours pay at the Employee's regular rate of pay.

13.07 A retired employee or a former employee called to testify with respect to events occurring in the performance of his duties while in the employ of the Employer shall be entitled to be paid for all hours worked, calculated at the hourly rate of pay which such employee was receiving when he left his employment. If the former employee lives outside the judicial district of Labelle, the transportation fees will be covered by the Employer.

13.08 In the event that an employee is sued because of actions taken in the performance and scope of his duties as an officer and the employee is required to attend court. the Employer shall modify the employee's work schedule to permit the employee to attend on a regular basis.

13.09 For the sake of clarity, an Employee will not be paid for time spent at court if the Employee is involved in a court matter in his personal capacity.

ARTICLE 14 - PAY ADMINISTRATION

14.01

- a) A member is entitled to be paid for services rendered for the classification and position to which he is hired or appointed at the pay rates specified in the salary grid attached hereto as Appendix A.
- b) Employees shall be paid on the Wednesday following the pay period by direct deposit to the banking institution of their choice.
- c) The Employer shall provide the employee with a statement of wages and deductions in accordance with the *Canada Labour Code*, as amended, which includes:
 - i) the period for which the payment is made;
 - ii) the number of hours for which the payment is made;
 - iii) the rate of wages;
 - iv) details of the deductions made from the wages; and
 - v) the actual sum being received by the employee.

14.02 Any employee who is laid off, discharged or voluntarily terminates his employment shall receive, within twenty-five (25) working days of the termination of employment, the salary and benefits due to him.

14.03 Correction of errors of less than ten percent (10%) in any employee's pay shall be made no later than the next pay date, in cases of errors of more than ten percent (10%), the Employer shall make the correction by a salary advance within twenty-four (24) hours of the pay date.

14.04 In the event that an amount has been overpaid by the Employer, a recovery agreement shall be made between the employee and the Employer and a detailed statement of such amounts shall be provided to the employee.

14.05 If no agreement is reached between the Employer and the employee as to the method of repayment, the Employer shall not withhold more than ten dollars (\$10.00) per pay period.

14.06 An employee temporarily assigned, at the request of the Employer, to other employment covered by the Collective Agreement;

- a) To a lower-level position: shall retain the salary of his job;
- b) To a higher-level position: the employee shall be paid at the grade of the higher-level job held.

14.07

- a) An employee shall be entitled to advancement in classification on his seniority anniversary date, provided he has not reached the maximum classification:
- b) An employee who replaces management for one (1) day or more shall be entitled to a lump sum payment of fifteen percent (15%) of his salary for the period of replacement;
- c) An employee who replaces management for one (1) day or more shall pay Union dues and shall remain a full member of the certification.

ARTICLE 15 - HEALTH AND SAFETY AT WORK

15.01 The Employer shall grant leave of absence with pay to the authorized Union Representative on the Health and Safety Committee when they attend Health and Safety Committee meetings. Time so spent at these meetings shall not result in loss of salary and wages and shall not count against the time allotted for union release.

15.02 The Employer and the Union mutually agree to cooperate in preventing accidents and promoting the health and safety of employees. The parties agree that the health and safety provisions of the *Canada Labour Code* and the applicable provisions of the *Act Respecting Industrial Accidents and Occupational Diseases* and the applicable regulations made thereunder shall be complied with.

15.03 Upon signing of the Collective Agreement, a Health and Safety Committee shall be established for the Police Department and one (1) seat shall be reserved for an employee representative and the Committee shall meet monthly.

15.04 The functions of this committee shall include:

- a) to establish its own rules of operation;
- b) to participate in the identification and evaluation of risks related to workplace and the work performed by the employees;
- c) to receive copies of accident reports, to study the causes that are likely to have caused a work accident or an occupational disease and to submit appropriate recommendations;
- d) to study and recommend the content of training programs in the prevention of occupational accidents and diseases.

15.05 When a formal investigation is held into a workplace accident or when an employee exercises a right of refusal at work, an employee representative shall be notified immediately and may, without loss of pay, be absent from work to attend.

ARTICLE 16 - VACATION AND OTHER LEAVE

16.01 Vacation leave accrues from the date of hire. A maximum of eighty (80) hours vacation leave may be carried into the next fiscal year. Any vacation leave in excess of eighty (80) hours may be paid out.

16.02 A member accrues vacation leave credits at the rate of:

- a) Ten (10) hours per month worked to a maximum of one hundred and twenty hours (120) annually, if he has completed less than or seven (7) years of employment (0-7 years); commencing from the date of hire to the last day of the seventh (7th) year.
- b) Thirteen point thirty-three (13.33) hours per month worked to a maximum of one hundred and sixty (160) hours annually, if he has completed between eight to twelve (8-12) years of employment; commencing from day one (1) of the eighth (8th) year to the last day of the twelfth (12th) year.
- c) Sixteen point sixty-six (16.66) hours per month worked to a maximum of two hundred (200) hours annually, if he has completed thirteen (13) years of employment.
- d) One (1) hour of vacation will be deducted from the bank of credits for each hour of vacation taken by the employee.
- e) For purposes of application of this article for the Patrol Officers, the full scheduled rotation will be deducted a maximum of eighty (80) hours from the bank of vacation.
- f) Temporary employees shall be entitled to vacation pay at a rate of six percent (6%) payable on each pay cheque.

16.03 Vacation Selections

- a) Two (2) officers per shift shall not be authorized to be absent, except with the prior approval of the Director of Police Services.
- b) During the summer and hunting season, a maximum of two (2) consecutive weeks of vacation may be taken by the same police officer per shift.
- c) Detective Sergeants shall not be absent at the same time, except with the prior approval of the Director of Police Services.
- d) During the summer and hunting season, a maximum of two (2)

consecutive weeks of vacation may be taken by the same Detective Sergeant.

- e) The selection of employees in relation to their vacation periods shall be made by seniority in the team. The choice of vacation must be made before March 31st of each year and must be accepted by the Director within five (5) days.
- f) It is understood and agreed that, except where specifically provided elsewhere in this Agreement, vacation leave credits and sick leave shall not accrue, when an employee is not at work for a period exceeding thirty (30) consecutive calendar days by reason of an approved leave of absence, without pay, initiated by the member. It is understood that this clause takes effect only after the expiration of the thirty (30) day period referred to above.
- g) Members do not earn vacation leave credits during absences due to illness lasting longer than twenty-six (26) weeks (six (6) months).
- h) For greater certainty, during any statutory leave of absence exceeding thirty (30) consecutive calendar days, an employee will not accrue vacation leave credits pursuant to this Agreement but will accrue vacation time and vacation pay as provided for in the *Canada Labour Code*.
- i) After March 31st, the employee may cancel his or her vacation choice and make a new choice which must be approved, according to the needs of the department, by the Director of Police Services or his designate. Such new election shall not displace the election of any other employee.
- j) An employee who suffers an accident or illness and who has not recovered before the period set for his vacation shall be entitled to reschedule his vacation to another period of his choice within the same twelve (12) month period extending from April 1st to March 31st unless, for operational reasons, this is impossible. In the latter case, they shall be postponed to the following April 3rd. Upon agreement with the Director of Police Services, an absent employee may also request that they be paid.
- k) However, in the case of an employee's absence due to an accident or illness attributable to work, when the employee's absence extends from a date prior to March 31st of one year to a date subsequent to March 31st of the same year, he shall be entitled, within ninety (90) days of the date he resumes full-time work, to a payout of the vacation he was not able to take prior to March 31st of the year in which his absence began. Thereafter, he shall be entitled to vacation for the twelve (12) month period in which he regularly returns to work, but such vacation shall not be carried over to the

following April 1st. Upon agreement with the Director of Police Services, an absent employee may also request that vacation be paid.

- l) In the event that an employee suffers an accident or illness while on vacation, he may, if he so desires, postpone or interrupt his vacation by providing the Employer with a medical certificate confirming a period of disability longer than the anticipated vacation period. Thereafter, the employee shall be granted vacation, in accordance with article 16, but such election shall not have the effect of altering the vacation already granted to other employees.
- m) An employee on vacation shall receive pay in accordance with the usual provisions.
- n) In the event of resignation, dismissal or retirement, an employee shall be entitled to payment of accrued and unused vacation time, including vacation time earned since April 30th preceding the date of departure. In the event of death, the monetary value of the employee's vacation shall be payable to the employee's estate.

Special leaves

16.04 Members shall be entitled to leave as set out in the Kitigan Zibi Anishinabeg Human Resources Policy as amended from time to time unless a greater right or benefit is provided in this Collective Agreement in which case the Collective Agreement entitlement shall apply to the exclusion of the Kitigan Zibi Anishinabeg Human Resources Policy entitlement.

16.05 In no case shall leave entitlements and terms be less than those provided for in the *Canada Labour Code*, as amended.

16.06 Replacement Worker for Members on Leave

A temporary replacement worker may be hired to replace a member who is on leave. When the member on leave returns to work, the replacement worker's employment may be terminated without cause or notice.

16.07 All regular employees shall, in addition, be granted special leave without loss of pay for the following events:

Immediate Family:

- Spouse or common-law partner
- Parent/step-parent
- Child/step-child
- Sibling

- Grandparent, Grandchild
- Uncle/Aunt
- Niece/Nephew
- Father-in-law, mother-in-law, brother/sister-in-law, son/daughter-in-law
- Or a person living in the same household or raised in the same household for over one (1) continuous year and considered to be part of the family.

Bereavement Leave

When a member of an employee's immediate family dies, the employee is entitled to bereavement leave on any normal working day that falls within the four (4) calendar day period immediately following the day of death.

Leave occurring on a normal working day during the four (4) calendar days as of the day of death is paid. (Weekends and general holidays are counted within the four (4) days.) For example, if the death occurs on a Friday, then: Saturday, Sunday, Monday and Tuesday are considered to be four (4) calendar days.

If bereavement leave coincides with another form of leave, the bereavement leave shall replace the other paid leave. The other form of leave not taken will be credited back into the employee's bank.

The Employer may require the employee to provide documentation in regard to entitlement to bereavement leave upon their return to work. Failing to do so may result in the Employer refusing bereavement leave and transferring the leave to sick leave credits.

Only in exceptional circumstances where funeral services are delayed due to an autopsy, cremation services or the availability of funeral services, the Service Director may grant interrupted or non-consecutive leave of four (4) days in total to attend or prepare for the funeral services for immediate family. All leave in these circumstances will be properly documented. Any leave over four (4) working days are not paid. Bereavement leave may not be extended as a result of the location of funeral services.

16.08 Marriage

All employees shall be granted two (2) days of marriage leave with pay for the purpose of getting married. Marriage leave must be requested in advance and taken within one (1) week before or after the marriage and shall only be granted once per lifetime.

16.09 Birth or Adoption

Employees are entitled to five (5) consecutive days of paid leave for the birth or legal adoption of their child. The leave must be taken within fifteen (15) days of the delivery date or the date in which the child is legally entrusted to the parents' care. The leave may be taken either by one or both parents. The parents cannot be in receipt of QPIP or any other benefits paid by a third party concurrently.

16.10 Leave for Traditional Aboriginal Practices

After three (3) months of continuous service, a member is entitled to five (5) days of unpaid leave per calendar year in order to enable the member to engage in traditional Aboriginal practices, including:

- a) hunting;
- b) fishing;
- c) harvesting; and
- d) any practice prescribed by regulation.

The leave must be a minimum of one (1) day. Days cannot be mandated. Leave is not accumulated and cannot be carried over to the next year. Leave must be submitted and approved according to the deadline dates set out by the Chief of Police.

The Employer may, in writing and no later than fifteen (15) days after the member's return to work, request the member to provide documentation that shows the member is an Aboriginal person. The member shall provide that documentation only if it is reasonably practicable for him to obtain and provide it.

16.11 Sickness

Every regular employee shall earn sick leave credits at the rate of ten (10) hours per month for illness or other family-related responsibilities.

Temporary employees who work twenty-six (26) consecutive weeks or more are entitled to paid sick leave of eight (8) hours per month. Sick leave credits can be accumulated if not used for the duration of the term contract but are not payable.

Such sick leave may be used in days, half days, or hours. The employee must notify his or her supervisor as soon as possible of the taking of such leave.

ARTICLE 17 - STATUTORY HOLIDAYS

17.01 The following are paid holidays under the Agreement:

Canada Labour Code Statutory Holidays

- 1) New Year's Day - January 1st
- 2) Good Friday
- 3) Victoria Day
- 4) Canada Day - July 1st
- 5) Labour Day - First Monday in September
- 6) National Day for Truth and Reconciliation - September 30th
- 7) Thanksgiving Day - Second Monday in October
- 8) Remembrance Day - November 11th
- 9) Christmas Day - December 25th
- 10) Boxing Day - December 26th

Band Holidays

Community established holidays that are not guaranteed or regulated by the *Canada Labour Code* and may be cancelled or modified at any time through Band Council Resolution.

- 1) January 2nd
- 2) Easter Monday
- 3) Kitigan Zibi Anishinabeg Day - First Monday in June
- 4) National Aboriginal Day - June 21st
- 5) Indigenous Rights Day - First Monday in August
- 6) Cultural Heritage Day - Friday before Thanksgiving
- 7) Christmas Eve - December 24th
- 8) Christmas week - 2 or 3 days depending on the calendar year

Members working on the statutory holidays or band holidays listed above shall be paid two and one half (2.5) times the regular straight time rate of pay.

A member whose day of rest falls on a statutory holiday or band holiday, will be remunerated at the regular straight time rate, for the total number of hours in their normal shift scheduled.

17.02 Article 17.01 does not apply to a member who fails to work his regular scheduled day of work on the day of a statutory holiday or band holiday without reasonable cause.

ARTICLE 18 - DISCIPLINE AND ADMINISTRATIVE MEASURES

- 18.01** An employee whose conduct is subject to disciplinary or administrative action shall be notified of such action and the reasons therefore in writing no later than thirty (30) calendar days after the Employer representative becomes aware of the action. A copy shall be forwarded to the Union. This time limit may be extended by the Employer upon the Union's agreement in order to carry out a fair investigation. If the employee is suspended or reassigned for investigation, safety or protective reasons, the suspension or reassignment will be with pay until the conclusion of the investigation and the measure has been given if applicable.
- 18.02** An employee shall be given an opportunity to be heard when his conduct may be subject to a measure involving suspension, demotion, dismissal or any administrative action. The employee concerned and the Union shall be given seventy-two (72) hours written notice of the meeting. The employee shall be accompanied by authorized Union representatives. Prior to the hearing, the Employer shall provide all the information and the employee's file to the employee and his Union representatives so that they may review the reasons for the action.
- 18.03** Where an action taken by an employee results in disciplinary action, the Police Director may apply only one of the following four (4) progressive discipline measures:
- 1) Verbal warning
 - 2) Written warning
 - 3) Suspension without pay
 - 4) Dismissal
- 18.04** The Chief of Police or designate as appointed by the Chief of Police may omit any of the steps of progressive discipline in the event of very serious misconduct.
- Unless there are serious circumstances, the Chief of police shall proceed by gradation in disciplinary measures. If the gradation of measures is not applied, then it is not valid and cannot be invoked.
- 18.05** No employee who has completed their probationary period shall be disciplined or discharged, except for just cause.
- 18.06** The discipline or discharge of an employee, who has not completed his probationary period, hereinafter referred to as a "probationary employee", shall be at the discretion of the Employer provided that such discipline or discharge is not arbitrary or discriminatory.

- 18.07** In the case of a measure involving demotion, suspension or dismissal, the disciplinary measure and the reasons for the measure shall be communicated to the employee and the Union in a written notice of discipline at the time the measure is imposed. This provision shall not apply if the employee is to be suspended immediately for safety or protective reasons.
- 18.08** Only the reasons given in the notice of discipline may be invoked against an employee at arbitration. If the employee is responsible for the suppression of information relevant to the investigation of the matter, such information may be invoked against the employee at arbitration.
- 18.09** Disciplinary action against an employee, after one (1) year may not be invoked against him at arbitration.
- 18.10** Suspension of an employee for disciplinary reasons shall not constitute a break in service.

ARTICLE 19 - PERSONNEL AND DISCIPLINARY RECORDS

19.01 The personnel file of a member that is maintained by the Chief of police or the Employer's Human Resources Office shall be made available to a member for his examination by appointment and in the presence of an authorized representative of the Employer. Members may have copies of any information in their personnel file that is addressed to them personally. Provided permission is granted by the member in writing, a representative of the Union may accompany the member when he reviews his personnel file.

ARTICLE 20 - INSURANCE AND RETIREMENT

Group Insurance

20.01 All eligible indeterminate members shall be entitled to all the benefits and privileges in accordance with the qualifying terms and conditions of the Group Insurance Plan [Contract Number: 101171] ("the Plan") as provided by the Band Council to all employees. Employee benefits as provided in the Plan and the Plan provider may be modified from time to time by Band Council, through a Band Council Resolution. The Union and the employees shall be provided with a copy of the Plan Booklet and any amendments made to the Plan Booklet.

Retirement Plan

20.02 All eligible indeterminate members shall be entitled to all the benefits and privileges in accordance with the qualifying terms and conditions of the First Nations Public Security Pension Plan (FNPSPP) ("the Plan"). The Employer and the employee shall share the cost of the Plan for all indeterminate and eligible temporary employees in accordance with the provisions of the Plan.

ARTICLE 21 - JOB SECURITY

- 21.01** No regular employee shall be laid off or suffer a reduction in pay as a result of changes in his job function or as a result of changes in work processes, techniques or technology.
- 21.02** In the event of annexation, changes in the administrative or constitutional structures of the Employer or a change in the legal structures of the Employer, the Employer undertakes, in consultation with the Union, to make every effort to protect the rights of employees in such new structures.
- 21.03** The Employer shall not use contract work as a means of reducing the number of employees covered by the certificate of certification held by the Union at the time such contracts are awarded.

ARTICLE 22 - CLOTHING AND WORK TOOLS

22.01 The Employer shall provide its employees with such items as are necessary for the performance of their duties including, but not limited to:

- A bullet-proof vest
- A telescopic baton
- One (1) can of pepper spray
- A service weapon
- Electrical impulse weapon
- Handcuffs (two (2) pairs)
- Flashlight and holster
- Service weapon magazine (3)
- .223 weapon (subject to funding and availability)
- Magazine for .223 weapon (3)
- Wallet with badge
- Belt and/or shoulder strap holder
- Police badge and officer's name
- Notepad
- Notebook case

These items remain the property of the Employer and must be produced or returned upon request. They shall be issued upon requisition and approval by the Employer.

In the event that any piece of equipment cannot be provided or is no longer available, the Labour Relations Committee shall find an alternative and make a recommendation to the Police Director.

22.02 In addition, upon hire, the employee shall receive the following work clothing and any other piece of clothing as determined by the Police Director. Any piece of clothing that has to be removed from or added to the list shall be determined by the Police Director in consultation with the Labour Relations Committee:

- Three (3) pairs of pants
- One (1) pair of winter pants
- Three (3) long sleeve shirts
- Three (3) short sleeve shirts
- Three (3) t-shirts
- Three (3) "mock neck" type shirts
- One (1) wool sweater
- One (1) winter coat
- One (1) raincoat
- One (1) toque
- One (1) neck warmer

- One (1) skullcap
- One (1) pair of three (3) season boots
- One (1) pair of winter boots
- One (1) pair of summer Kevlar gloves
- One (1) pair of winter Kevlar gloves
- Nitrile gloves
- Tunic
- Three (3) pairs of socks
- Three (3) pairs of wool socks
- One (1) pair of sneakers
- One (1) thigh gun holster

These items remain the property of the Employer and must be produced or returned upon request. They shall be issued upon requisition and approval by the Employer.

The Employer shall reimburse, upon presentation of receipts and reasonable amounts, the clothing of employees in civilian clothing up to a maximum of \$1,000 in the first year and \$500 per year in the following years.

22.03 Unless an employee is negligent, the Employer shall immediately replace or repair, at its expense, any item provided that is damaged, worn or missing in the performance of its duties.

ARTICLE 23 - VALIDITY

23.01 Any Article or part of an Article of this Agreement which is or becomes inconsistent with legislation is null and void without affecting the validity of the remaining Articles or parts of Articles. The parties agree to negotiate any Article or part thereof so invalidated.

ARTICLE 24 - RESIGNATION AND LAY-OFFS

24.01 Resignation

- a) A member who wishes to resign from his position shall give the Employer written notice three (3) weeks prior to his effective date of resignation.

- b) A member who has submitted a written resignation from the Kitigan Zibi Anishinabeg Police Service may within five (5) working days thereafter, excluding Saturday and Sunday, on written notice to the Chief, given either directly or through the Union, with the written authorization of the Member, may withdraw the resignation.

24.02 Permanent Lay-Offs

Members who are permanently laid off shall be provided notice or pay in lieu of notice and severance pay where applicable in accordance with the *Canada Labour Code*. The completion of a Term Assignment is not a lay-off and does not attract notice or severance obligations.

ARTICLE 25 - TRAINING

- 25.01** In the event the Chief of Police or his designate requires the member to attend a training course, seminar or conference, the Employer shall reimburse the member in accordance with the Employer's policies and rates with respect to travel allowances and benefits, as amended from time to time.
- 25.02** Members assigned to attend training courses, seminars and conferences will, at the discretion of the Chief of Police or his designate, have their schedule adjusted to accommodate the training. Adjustments, shift rescheduling and time off will be granted where possible to minimize the interruption of a member's shift rotation and to provide the member with a scheduled rest break.
- 25.03** a) Members assigned to attend training courses, seminars and conferences during their scheduled shift will be deemed to be working a twelve (12) hour day during each day in attendance. Notwithstanding the foregoing, the member shall be paid overtime at the rate of one and one half (1.5) times the regular rate of pay for all hours spent in training in excess of twelve (12) hours in a day, provided that the member provides the Employer with written confirmation from the course instructor of the hours the member spent in the training session. The adjustment of schedule shall not result in any monetary loss or hours of work.
- b) Members assigned to attend training courses, seminars and conferences during their day off will be deemed to be working an eight (8) hour day during each day in attendance. The member shall be paid overtime at the rate of one and one half (1.5) times the regular rate of pay for all hours spent in training on a day off. In addition, the member shall be paid overtime at the rate of one and one half (1.5) times the regular rate of pay for all hours spent in training in excess of eight (8) hours in a day, provided that the member provides the Employer with written confirmation from the course instructor of the hours the member spent in the training session.
- 25.04** It is understood and agreed that members who are required to travel for a training course, seminar, workshop or conference, will be compensated at the employee's regular rate of pay.
- 25.05** An adequate fitness centre with training equipment, located within the Police Services premises, shall be made available to employees free of charge. Employees will be allowed to use this equipment up to a maximum of one (1) hour during work hours in accordance with the past practice. However, the employee must be available to respond to an emergency situation at all times.

25.06 The Labour Relations Committee will make equipment purchase recommendations to the Police Director.

25.07 Where an employee, with the prior approval of the Director of Police Services, attends courses outside the department for the purpose of professional development or to prepare for transfer or promotion, the department shall, upon proof of success, reimburse the employee for the cost of registration, tuition, mandatory books and materials for courses in police technology.

ARTICLE 26 - PERFORMANCE APPRAISAL

26.01 A formal evaluation of the performance of a member shall be conducted annually for all employees. All employees shall be provided with a copy of his Annual Evaluation Report when it has been completed. All members shall be met to discuss the outcome of the evaluation by the Director of Police. The report will be attached to the employee's personal file.

ARTICLE 27 - TRANSLATION AND PRINTING

27.01 The Employer shall provide an electronic copy of the Collective Agreement to every employee. If an employee requests a printed version of the Collective Agreement, he may ask the Director of police to print one.

The English version of the Collective Agreement is the official version and must be used for interpretation purposes. The Collective Agreement will not be translated by the parties. If a French version is to be provided, both parties must agree to the translation and it shall be used for consultation purposes only.

ARTICLE 28 - STAFF MEETING AND MANAGEMENT RIGHTS

28.01 Every quarter, there shall be a staff meeting with the Chief of Police to discuss matters of concern per an agenda established ten (10) days prior to the meeting by the Chief of Police. Notwithstanding this quarterly meeting, the Chief of Police may convene such a meeting at any time.

28.02 The management and the direction of the workforce are vested exclusively and without limitation, implied or otherwise, in the Employer as normally exercised by the Chief of Police or his designate, except as, and to the extent specifically modified by, and in accordance with the terms of this Agreement. Without limiting the generality of the foregoing, the Employer's rights shall include:

- a) The right to maintain order, discipline and efficiency, to make, alter and enforce from time to time, rules and regulations, policies, and practices, to be observed by its members; to discipline and discharge members;
- b) The right to select and hire members; to transfer, assign, promote, demote, schedule and classify members; to plan, direct and control its operations; to select and retain members for positions excluded from the bargaining unit; to transfer members into or out of the bargaining unit; to operate and manage the enterprise in all respects in order to satisfy its commitments and objectives;
- c) The right to determine the commencement, expansion, curtailment, discontinuance or operations at a location; the direction of the work forces; the work to be done; the standards and assessment of performance; the scheduling of work; the number of hours to be worked; starting and quitting times; job content and job requirements; and the qualifications of members;
- d) Any operational procedures enacted by the Employer shall be fair and reasonable;
- e) Any disciplinary procedure enacted by the Employer has to be for just cause.

ARTICLE 29 - RESTRICTIONS ON OUTSIDE EMPLOYMENT

29.01 Any police officer who holds any other function, office or employment or receives other income from property or a business must disclose its nature, without delay, to the Director of Police. The police officer must also inform the Director of Police of any potentially incompatible situation in which the police office is involved.

Every police officer must file a report with the Director of Police, no later than April 1st of each year, concerning any situation declared in the last twelve (12) months to the Director of Police under the first paragraph.

ARTICLE 30 - LOCKERS

30.01 The Employer agrees to provide a reasonably sized locker to store personal clothing and work equipment for all employees.

The Employer lockers are the property of the Employer and may be subject to search or inspection for just cause or as reasonably required. All members shall be issued a combination/key lock for each of their lockers. Management will retain the combination number/key in the member's personal file located at the Kitigan Zibi Anishinabeg Police Station. During the locker inspection, the member may have a representative or Union member present.

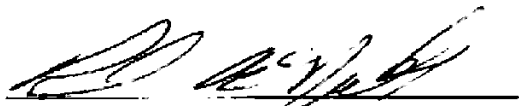
ARTICLE 31 - DURATION AND RENEWAL

31.01 This Agreement may be amended by written mutual consent.


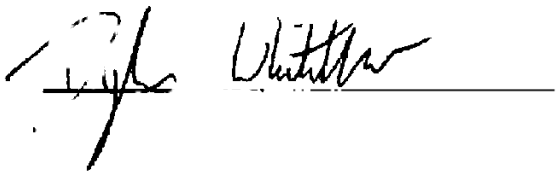
31.02 This Agreement shall be effective as of the date of signing of this Collective Agreement and shall remain in effect until midnight September 30th, 2025, and from year to year thereafter unless either party provides the other party written notice in accordance with Article 31.03 during the initial term of the Agreement or any extension thereto.

31.03 Either party may, by written notice given during the six (6) month period immediately preceding the expiration date of this Agreement, require the other party to commence bargaining. Both parties shall enter into such negotiations in good faith and make every reasonable effort to reach a new Agreement in accordance with the *Canada Labour Code*.

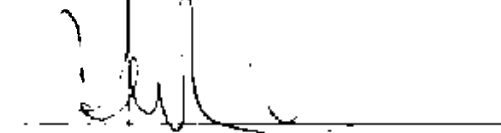
FOR THE EMPLOYER



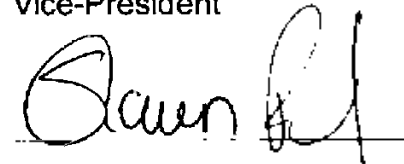
Paul McDougall
Director of police


LEONARD DJELIC

FOR THE UNION



Christopher McConini
Vice-President



Shawn Buckshot Maurice
Treasurer



Sylvain Gauthier
CUPE Representative

APPENDIX A - SALARY GRID

Classification	Hourly/Annual	April 1, 2022 [current schedule]	April 1, 2023 [40-hour work week]	April 1, 2024	April 1, 2025	April 1, 2026
1st Class	Hourly	\$36.26	\$36.99			
Const.	Annual	\$65,993	\$76,939			
2nd Class	Hourly	\$34.69	\$35.40			
Const.	Annual	\$63,135	\$73,632			
3rd Class	Hourly	\$32.69	\$33.34			
Const.	Annual	\$59,495	\$69,347			
4th Class	Hourly	\$31.73	\$32.36			
Const.	Annual	\$57,748	\$67,308			
5th Class	Hourly	\$30.35	\$30.96			
Const.	Annual	\$55,237	\$64,396			
Sgt.	Hourly	\$42.19	\$43.03			
Detective	Annual	\$76,785	\$89,502			

APPENDIX B - SENIORITY LIST FOR REGULAR AND TEMPORARY EMPLOYEES

BADGE #	NAME	SENIORITY DATE	STATUS
110	[REDACTED]	1995-07-31	FULL TIME
112	[REDACTED]	1997-10-21	FULL TIME
114	[REDACTED]	2002-06-17	FULL TIME
115	[REDACTED]	2003-07-21	FULL TIME
118	[REDACTED]	2011-10-03	FULL TIME
119	[REDACTED]	2016-01-17	FULL TIME
120	[REDACTED]	2016-09-07	FULL TIME
122	[REDACTED]	2017-10-30	FULL TIME
123	[REDACTED]	2020-01-06	FULL TIME
124	[REDACTED]	2020-06-30	FULL TIME
113	[REDACTED]	2021-05-31	FULL TIME
125	[REDACTED]	2022-04-26	PART-TIME

APPENDIX C - WORK SCHEDULE

Patrol Officers

Day Shift from 7:00-19:00
Night Shift from 19:00-7:00
Off

Team	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Team A							
Team B							
Team C							
Team D							
Team E							
Team F							

Court Liaison Officer and Detective Sergeants

Day Shift from 8:00-17:00
Off

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Court Liaison Officer														

LETTER OF INTENT #1 - MOU REOPENER

1. The Director of Police shall provide written notification to the Union within thirty (30) days of receiving notice that any new or additional funds have been made available as a result of the Tripartite Agreement. Following this notification, either party to this Collective Agreement may provide written notice of their desire to negotiate changes to the following monetary articles:
 - Article 5.00 Union Representation
 - Article 10.03 Night Premium
 - Article 11.00 Overtime
 - Article 16.00 Vacation
 - Article 16.11 Sick Leave
 - Article 17.00 Holidays
 - Article 24.02 Permanent Lay-Offs
 - Article 31.00 Duration and Renewal
 - Article 20.01 Life Insurance ("Reopener Articles").
 - Appendix A Salaries
2. Upon the receipt of such notice, the parties shall meet within sixty (60) days, unless mutually agreed otherwise. Any amendment(s) to the Reopener Articles shall be made by mutual agreement of the parties to the Collective Agreement.
3. Although negotiations may be commenced as soon as additional funding is announced to the Director of Police, any tentative agreement to amend any of the Reopener Articles must be ratified by the Band Council and the members of the bargaining unit, and any such consequential amendments will only come into effect once the Tripartite Agreement is signed.
4. In the event the parties are unable to satisfactorily conclude any such negotiations, and if the parties are unable to agree on what, if any, amendments to the Reopener Articles are to be made and the duration, the parties shall resolve such dispute through binding interest arbitration. The parties will agree on an arbitrator listed at the conference-des-arbitres du Québec. If no agreement is reached, the Minister of Labour will be asked to appoint one. The interest arbitrator shall be vested with the powers solely concerning the topics of this MOU.