

BETWEEN:

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

OF THE FIRST PART,

- and -

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

OF THE SECOND PART.

COLLECTIVE BARGAINING AGREEMENT

collective agreement 2007 - 2009

13392(03)



DAKOTA OJIBWAY TRIBAL COUNCIL / MANITOBA FIRST NATIONS
POLICE ASSOCIATION

COLLECTIVE BARGAINING AGREEMENT

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THIS AGREEMENT MADE THE DAY OF , 2008, EFFECTIVE THROUGH
TO MARCH 31, 2009

BETWEEN:

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

OF THE FIRST PART,

- and -

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

OF THE SECOND PART.

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

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

"all sworn and non-sworn employees of the Dakota Ojibway Police Service within the bargaining unit of the Manitoba First Nations Police Association, "

by virtue of a certificates issued the 4th day of August, 1993, and the 18th day of June, 2002, by the Canada Labour Relations Board.

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

AND WHEREAS a previous Collective Bargaining Agreement was made and entered into by the parties as at April 1, 2003, which Agreement is terminated and replaced by this Agreement;

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

ARTICLE I

1. Preamble and Scope of Agreement

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

2. Recognition of the Association

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

3. Definitions

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

- (b) It is agreed that wherever the word “Employee” is used it shall mean sworn or non-sworn employees of the Dakota Ojibway Police Service (“D.O.P.S.”) operated by the Employer as defined in the Certificates of the Canada Labour Relations Board issued the 4th day of August, 1993 and the 18th day of June, 2002, unless specific reference is made to the sworn or non-sworn employees herein.

- (c) Whenever and wherever the singular and masculine has been used in this Agreement, the same shall include the plural or feminine or neuter where the context so requires.

- (d) Immediate family shall mean a spouse, a parent, father-in-law, mother-in-law, grandparents, grandchildren, daughter, son, sister, brother, and any relatives permanently residing in the employee’s household or with whom the employee resides.

ARTICLE II

1. **Discrimination**

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

2. **Additional Conditions of Employment**

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

3. **Regulations**

The Association agrees with the Employer that it will instruct, and to the best of its ability ensure, that all of its Employees will observe all regulations made by the Employer or the

departments for the government of the D.O.P.S. as contained in the Employer's Administrative Policy Manual and the Employer's current travel policy together with such revisions as may be made from time to time. Provided always, and it is hereby agreed by the parties hereto, that if there is any conflict between any of such regulations and the provisions of this Agreement, then the provisions of this Agreement shall prevail and govern.

4. Constitution and By-Laws of Association

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

5. Deduction of Association Dues and Levies

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

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

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

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

6. Duration, Revisions and Termination

- (a) Subject to Article II(6)(b), this Agreement shall be effective as of January 1, 2007 and shall be binding upon the parties hereto from that date until March 31, 2009, and thereafter until replaced or terminated as hereinafter provided. It is acknowledged and agreed that the Collective Agreement made by the parties effective as at the 1st day of April, 2003 is extended to and including December 31, 2006.
- (b) Any overtime payments, pension plan benefits or other benefits calculated in relation to an employee's hourly wage or salary, which are earned during the time period up to January 1, 2007 to the date on which this Agreement is made, shall be paid in accordance with the salaries set out in the Collective Agreement made by the parties effective as at the 1st day of April, 2003.
- (c) Notice for revision or termination of this Agreement may be submitted by the Employer or the Association to the other party prior to January 31, 2009, and in the case of notice of termination being given as aforesaid this Agreement will terminate on March 31, 2009. If notice for revision or termination of this Agreement is not made before January 31, 2009, this Agreement will continue in force for a further twelve (12) months.
- (d) If notice is given for revision of this Agreement as aforesaid, the Association and the Employer agrees that they shall simultaneously deliver to each other on or before February 15, 2009, their respective proposals for the revision of the Agreement and each party may submit counterproposals for revision of this Agreement within a further fifteen (15) day period. If notice of termination is given as aforesaid, or if this Agreement is deemed to be terminated in law by the giving of notice or revision thereof, then the Employer agrees with the Association that all of the terms and conditions of this Agreement shall continue in full force and effect after such termination during the entire period that any negotiations are proceeding between the parties with a view to concluding a new collective Agreement.

- (e) The parties agree to commence negotiations within twenty (20) clear days after the time for submitting counter-proposals as set forth in subsection (d) has expired.
- (f) Notices pursuant to this Collective Agreement are to be given as follows:

- (i) To the Employer

By fax or hand delivery to Dakota Ojibway Police Service, 740 Rosser Avenue, Brandon, Manitoba, R7A 0K9, facsimile number (204) 729-3676;

- (ii) To the Association

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

ARTICLE III

1. Benefits Package

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

2. Calculating Leave Entitlement

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

3. Leave on Separation

In cases of separation from the Employer for any reason whatsoever, an Employee may

take all current earned annual leave, whether pro-rated or a full annual leave entitlement, prior to his separation date. An Employee may receive pay in lieu of vacation after retirement or separation.

4. Payment of Earned Leave to Estate

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

5. Pro-Rated Leave on Termination

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

6. Compassionate Leave

- (a) Compassionate leave with pay may, in the discretion of the Employer, be granted to

an Employee in the event of death or illness in the Employee's immediate family. Approval of such requests shall not be unreasonably withheld by the Employer.

- (b) An Employee must be employed continuously for a minimum of three months in order to be eligible for paid compassionate leave.
- (c) Where an Employee is to be absent due to compassionate reasons, the Employee shall notify his/her immediate supervisor within one hour of the normal hour of commencement of duties.
- (d) Compassionate leave shall not exceed five days in each given circumstance, provided that an additional two days may be granted for travel time if approved by the Chief of Police or his designate.
- (e) Immediately upon the Employee's return from compassionate leave, a Record of Time Off sheet must be submitted.
- (f) Under certain circumstances, compassionate leave may be granted for other than the Employee's immediate family. Each request should be submitted in writing to the Chief of Police or his designate.
- (g) Compassionate leave shall not exceed twelve (12) days per year and further compassionate leave shall be against the Employee's remaining vacation entitlement in that year, if any.

7. Maternity Leave

The Employer agrees to grant maternity leave to a female Employee in accordance with the provisions of the Dakota Ojibway Tribal Council Administrative Policy Manual. The Employer further agrees that an Employee, when returning, will be returned to the classification and rank that she held at the time of commencing such leave. Both parties agree and recognize that it may not be possible to return such Employee to her same posting and/or shift that she was working prior to the commencement of such leave, but the Employer shall make reasonable efforts to ensure such placement.



In addition to the leave provisions listed above, a pregnant Employee shall be eligible for maternity leave top-up to EI benefits, as listed below. In order to qualify for top-up, a pregnant Employee shall:

- i) be classified as a permanent Employee;
- ii) submit to the Employer an application in writing for leave at least two (2) weeks before day specified by her in the application as the day on which she intends to commence such leave;
- iii) provide the Employer with a certificate from a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery;
- iv) provide the Employer with proof that she has applied for Employment Insurance (EI) benefits and that she is entitled to such Employment Insurance Benefits.

(b) An applicant for maternity leave top up must sign an agreement with the Employer providing that:

- i) she shall return to work and remain in the employ of the Employer on a full time basis for at least six (6) months following her return to work;
- ii) she shall return to work on the date of the expiry of her maternity leave, unless this leave is extended by parental leave or by mutual agreement;
- iii) should she fail to return to work as provided above, she is indebted to the Employer for the full amount of top-up pay received.

(c) An Employee who qualified for maternity leave top-up is entitled to a top-up allowance as follows:

- i) for the first two weeks an Employee shall receive 93% of her bi-weekly rate

of pay;

- ii) for up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the EI benefits the Employee is eligible to receive and 93% of her bi-weekly rate of pay.
- (d) While on maternity leave, the Employer will continue to maintain the Employee's benefit and health plan, provided that the Employee shall remit to the Employer, as requested by the Employer, her proportionate share of the benefit and health plan premiums. Such proportionate share is calculated as being the same proportion payable by the Employee as if the Employee were not on leave. If the Employee fails to remit her proportionate share of the benefit and health plan premiums as requested by the Employer, the Employer shall not be required to continue maintaining the Employee's benefit and health plan while she is on leave.

8. Civil Liability

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

- (a) The Employee, upon being served with any legal process, or upon receipt of any notification of any action or proceeding as hereinbefore referred to being commenced against him, shall immediately advise the Employer through the Chief of Police of any such notification or legal process;
- (b) The Employer shall pay any damages or costs awarded against any such Employee in any such action or proceeding, and all legal fees, provided his actions do not constitute a gross disregard or neglect of duty, and/or;
- (c) The Employer shall pay any sum required to be paid by such Employee in connection with the settlement of any claim made against such Employee if such settlement is approved by the Employer before same is finalized,

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

9. **Criminal Liability**

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

Articles III(8) and III(9) shall not be construed to mean that the Employer shall pay any costs, expenses or fees for such Employee incurred during or as a result of the Employer 's internal disciplinary proceedings against such Employee.

With respect to Articles III(8) and III(9), above, subject to receiving prior approval from the Employer, the Employee may utilize legal counsel of his own choosing and in situations which fall within the provisions of the previous two subsections of this Article, reasonable legal fees and disbursements will be paid provided that the Employee seeks and obtains prior approval from the Employer, and also provided that such approval will not be unreasonably withheld. It is understood that the Employer 's insurer may appoint legal counsel in such situations in which case the Employee shall be bound thereby.

10. **Vehicle License and Insurance Surcharges**

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

- (a) the Employee was acting in compliance with the D.O.P.S. Pursuit Policy and Police Vehicle Use Policy;

- (b) the Employee was in compliance with section 106 of The Highway Traffic Act of Manitoba; and
- (c) the Employee's actions do not constitute a gross disregard or neglect of duty.

ARTICLE IV

1. Discipline

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

ARTICLE V - GRIEVANCE PROCEDURE

1. Access To Grievance Procedure

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

2. **Purpose**

The purpose of this Article is to establish procedures for discussing, processing and settling of grievances as defined in this Article.

3. **Definition**

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

4. **Discussions with Chief of Police**

Subject to Article V(1), any Employee who believes he has a grievance shall take the matter up with the Association which may discuss the matter with the Chief of Police, or his designate, and the Grievor shall be entitled to be present at such discussion if he so desires.

All grievances must be submitted in the manner herein provided within fifteen (15) days of the occurrence giving rise to the said grievance.

The Chief of Police after receiving a grievance from the Association in writing, will convene a hearing no later than twenty-one (21) days after receipt of the grievance, and shall give two days notice to the Association of such hearing. At such hearing, an Employee may be represented by the Association.

The Chief of Police shall hear and consider the representations of the Association, and the Chief of Police shall render his decision on the matter in writing to the Association within ten (10) days of the date of such hearing.

The Chief of Police may adjourn the hearing of any grievance before him to any other day or days, or from day to day, but in no event shall such hearing be adjourned for more than ten (10) days from the date of the first sitting except with the consent of the parties.

Failure by the Chief of Police to render a decision within the time limits as set forth above shall result in deemed settlement of the grievance in favour of the Association. Reasonable extensions to be granted with mutual agreement.

5. Failure to Resolve

If a settlement satisfactory to the Association is not reached under Article V(4) above, the Association may within five (5) days of the receipt of the written decision of the Chief of Police, refer the matter for hearing and consideration to the Police Commission of the Employer (hereinafter referred to as "the Commission").

In the event that such matter is not referred to the Commission within the five (5) day period the Association shall thereafter be barred from referring the grievance for hearing and consideration to the Commission or to Arbitration.

The Commission shall meet with representatives of the Association within thirty (30) days of the date of service on the Commission of written notice and the Commission shall render its decision on the matter in writing to the Association within ten (10) days of the conclusion of such hearing.

The Commission may adjourn the hearing of any grievance referred to it to any other day or days, or from day to day, but in no event shall such hearing be adjourned for more than ten (10) days from the date of the first sitting except with the consent of the parties.

6. Arbitration

Failing satisfactory settlement of the grievance pursuant to Article V(5) above, the Association, or the Employer, within ten (10) days from the receipt of the Commission's written decision, may give notice to the other party of its intention to refer the said grievance to Arbitration pursuant to the provisions of Article VI.

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

Police.

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

7. Policy Grievance

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

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

8. Meeting During: Working Hours

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

ARTICLE VI - ARBITRATION

1. Scope

In the event of any difference between the parties relating to the meaning, interpretation, application or alleged violation of this Agreement, or any part thereof, which the parties are unable to settle to the satisfaction of both pursuant to the terms of Article V above, or in the event that a

satisfactory settlement cannot be reached by the parties with respect to any grievance in accordance with the terms of said Article V above, then either party may give notice to the other party of its intention to submit such difference or such grievance to Arbitration.

2. Composition

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

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

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

3. Extending Time Limits

The parties may at any time agree to extend or abridge the time or times for the taking of any step or proceeding under this Article.

4. Powers of Board re Witnesses, etc.

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

5. Decision

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

6. Amelioration of Penalty

Where the proceedings before the Arbitrator relate to the suspension, dismissal or discharge of an Employee and the Arbitrator determines that such suspension, dismissal or discharge is

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

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

ARTICLE VII - EMPLOYER OBLIGATION

1. Management Rights

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

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

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

2. Fairness

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

3. Hours of Work

- (a) the regular work day shall be eight consecutive hours and shall include a one half hour paid lunch break and two paid fifteen (15) minute rest periods;
- (b) a regular work week shall consist of forty (40) hours.

Subject to emergencies, all Employees shall be entitled to receive a minimum of eight hours between the time they have completed one scheduled shift of work and the time they commence another shift of work and shall be given forty-eight (48) hours advance notice of any change in their work shift. Should an Employee not receive such notice, the affected Employee shall be paid at the call back rate of time and a half. In the case of emergencies, less than forty-eight(48) hours notice may be given without penalty.

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

4. Continuing Overtime

Except as otherwise set forth in this Agreement, all overtime shall be paid for at the rate of time and one half for all hours in excess of eight hours per day. Payment for such overtime worked during any given pay period, will be paid at the same time, and in the same manner, as the Employee's salary for the said pay period, providing that the employee gives proper notification to the D.O.P.S.. No overtime shall be granted for overtime periods of fifteen (15) minutes or less. However, when overtime of sixteen (16) minutes to thirty (30) minutes, both inclusive, is worked, payment for thirty (30) minutes at the overtime rate shall be made. Further, when overtime of thirty-one (31) minutes up to sixty (60) minutes, both inclusive, is worked, payment for sixty (60) minutes at the overtime rate shall be made. Provided, further, that upon Agreement between the employee and the Chief of Police, compensatory time off may be allowed in lieu of overtime pay upon the basis of time and one half for all hours or part of an hour as the case may be so worked.

5. Court and Other Duties

- (a) Whenever an Employee is off duty on his regular weekly leave and is required to

attend ~~as~~ a witness in any court as a result of his employment with the Employer, he shall be paid at the rate of time and one half (1-1/2) the regular hourly rate of pay for the total elapsed time with minimum payment of four (4) hours.

- (b) Whenever an Employee is on approved annual leave and is required to attend as a witness in any court as a result of his employment with the Employer, he shall be paid at time and one half (1-1/2) the regular hourly rate of pay for a minimum period of four (4) hours for each day or portion of a day during which he is so engaged and in addition, he shall receive an additional eight (8) hours of leave.
- (c) All necessary and reasonable traveling expenses including food and lodging actually incurred by an Employee in returning from annual leave to undertake any duty required of him during his annual leave and all necessary and reasonable traveling expenses actually incurred by the Employee in returning to the place of his vacation, shall be paid by the Employer.
- (d) Any witness fees paid to an Employee for such attendance shall be remitted to the Employer.
- (e) Other than when on weekly or annual leave, whenever an Employee is required to attend court or other duties as a result of his employment with the Employer, shall receive his regular hourly rate of pay for traveling time and court attendance or other duties and shall also be paid for reasonable and necessary traveling expenses including necessary hotel expenses plus a maximum sum as set out to the Employer's Travel Policy Manual as prepared annually.
- (f) Where an employee is required to appear in court, such Employee shall personally contact the court services on the day before the hearing except Saturday, Sunday or a statutory holiday but prior to the scheduled appearance, to determine whether the trial or hearing is cancelled or adjourned. Such personal contact with court services must be made between 0800 hours and 1700 hours, and should ensure that the employee has sufficient time to travel to court if the appearance is necessary.
- (g) If the scheduled appearance is cancelled for any reason whatsoever, after the time

of said contact, the Employee shall be paid the minimum payment of four (4) hours at one and one-half (1-1/2) times the hourly rate and if the Employee is on annual leave, he shall be credited with an additional eight (8) hours of leave.

- (h) For the purposes of this Article weekly leave abutting annual leave shall be considered as annual leave.
- (i) Any Employee who has court duty the morning following a nightshift may make a request to the detachment commander that he/she be allowed to leave the night shift 2 hours early without loss of pay. It will be at the detachment commander's discretion whether to approve any such request, subject to Article VII.2 "Fairness". In lieu of this arrangement, the Detachment Commander shall, where possible, re-schedule the Employee either to a day shift for that day or to report two (2) hours early for that night shift.

6. **Transfers**

- (a) Subject to the existence of an emergency situation, when the Employer deems it necessary to transfer an Employee from one detachment to another,
 - (i) Every effort shall be made to provide the said Employee at least four (4) months notice in advance of the transfer taking effect identifying the detachment to which the Employee will be transferred, the date on which the transfer will take effect and whether or not a change of the Employee's residence is necessary; and
 - (ii) where a transfer made by the D.O.P.S. necessitates a change in an Employee's residence, the Employee being transferred may take seven (7) days off, as paid relocation leave, for the purpose of locating and moving into a new residence, between the date a Notice of Transfer is received and the date the transfer takes effect.

- (b) Where a transfer made by the D.O.P.S. necessitates a change in an Employee's residence, the Employer will pay for professional insured movers to facilitate a move of the Employee's residence.
- (c) Article VII(6)(a) and Article VII(6)(b) do not apply to voluntary or requested transfers.

ARTICLE VIII

1. Call Back

Any Employee who is not on duty and is called out for duty shall receive pay for such call back at the rate of time and one half (1.5) which shall include traveling time at the said rate, for all hours worked, provided, however, that the Employee shall be guaranteed a minimum payment of four (4) hours at such overtime rates.

2. On Call

- (a) Employees required to be on call shall receive payment of one and one quarter (1.25) hours pay at their regular hourly rate for each shift where that Employee is required to be on call. In the event that an Employee is scheduled to work less than an eight (8) hour on call shift, the Employee shall receive a pro-rated share of the 1.25 hour's pay.
- (b) In the event the Employee is required to perform active duties during the on call period, the Employee shall be entitled *to* payment in accordance with the call back provisions at the rate of 1.5 hours pay for the period of time that the Employee is required to perform active duties, being no less than four (4) hours as provided for in the Call Back provisions above. This payment for active duties is separate from any payment for being on call and does not reduce the Employee's entitlement to payment for the employee's scheduled on call shift as provided for in paragraph (a) above.

- (c) Where there is only a dispatcher providing coverage, a sworn Employee shall be assigned to be on call.
- (d) Those Employees performing on call duties of CPIC receive a compensation of \$200.00 and \$30.00 gasoline purchase per On Call Rotation.

ARTICLE IX

1. Remuneration

The Employer and the Association agree that the schedule of wages and salaries shall be as set forth in the Appendix "A" to this Agreement.

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

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

2. Acting Pay

In the event that any Employee is called upon to act in a classification or rank higher than his regular classification or rank for longer than two consecutive shifts, that Employee shall be paid at the higher classification or rank for all hours worked in such classification. Once any bargaining unit position has remained vacant (i.e. not filled permanently) for a period of 90 consecutive days, the Employer agrees to post such vacancy as a permanent position.

3. Night Shift Premium

A night shift premium of fifty cents (\$0.50) per hour will apply for evening and night shift

work, as distinct from overtime work, for the full period of the shift provided that the majority of the hours worked are between the hours of 4:00 p.m. and 7:00 a.m., otherwise no shift premiums will be paid.

4. Mileage Allowance

Employees shall be paid a mileage allowance in accordance with the provisions of the Dakota Ojibway Tribal Council Travel Policy as prepared annually.

5. Non-Sworn Employees Retroactive Pay

The Employer will pay interest on any retroactive lump sum payments arising from movement on the wage grid where it has taken the Employer more than forty-five (45) days from the Employee's anniversary date to implement the new wage rate. Such interest will be paid at the rate of five percent per annum, non-compounding.

ARTICLE X

1. Classifications and Ranks and Progression Between Classifications and Ranks

- (a) Classifications and Ranks shall be as set forth in Appendix "A" to this Agreement.
- (b) Employees will be entitled to progress from Probation to Fourth Class Constable at the end of one year and thereafter from Fourth Class Constable to First Class Constable at the rate of one classification annually under the following conditions:
 - (i) An Employee must have worked for one year cumulative (ie. actual service) prior to consideration for progression; and,
 - (ii) Must have worked a minimum of six (6) months unrestricted duties excluding maternity and parental leave; and,
 - (iii) The Chief of Police has not shown cause why such progression should not take place, or if such cause has been shown, the employee has successfully

grieved that action by the Chief of Police.

- (c) Newly hired Employees, classified as Fourth Class Constable or higher, shall serve a probation period of one year from the date of hiring. The Chief of Police may extend the probationary period by up to a further 6 months for cause.
- (d) If the Employer recognizes a newly hired sworn Employee's service with another police force, such sworn Employee will not be hired at a rate higher than Senior Constable, and such sworn Employee will have at least one year experience in the field.

2. **Promotions – Sworn Employees**

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

and obtained the classification of second class constable with the D.O.P.S. Only those sworn employees who have served in a permanent capacity as a D.O.P.S. Corporal will be considered for promotion to the next rank above.

- (e) The Employer shall maintain a Promotions Policy developed in consultation with Manitoba First Nations Police Association.

3. Promotions– Non-Sworn Employees

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

ARTICLE XI

1. Seniority

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

- (a) Resignation;

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

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

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

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

ARTICLE XII

1. Pay Day

Pay cheques will be dated for the last Thursday of each pay period, Each Employee will be provided with a pay stub in relation to each pay period itemizing the total payment for the pay period, the total number of hours worked during the pay period, a breakdown of the hours worked by the employee at different rates of pay (regular rate, overtime rate, premium rate, etc), any

mileage allowance paid, the dues, levies and statutory deductions (i.e. employment insurance, income tax, CPP and any other statutory deductions) applied during the pay period, and any other payments or deductions in respect of the pay period.

ARTICLE XIII

Statutory Holidays

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

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

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

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

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

2. Proclaimed Holidays

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

Non-sworn Employees shall be provided time off with pay during the Christmas shutdown

as directed by the Employer on the understanding that the following terms and conditions apply:

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

ARTICLE XIV

1. Annual Leave

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

- (a) Less than one year of continuous service shall be governed by the provisions of the Canada Labour Code;
- (b) After one year of continuous service, an Employee must work ten (10) working days in order to be eligible for one and one-quarter (1-1/4) days annual leave, after which the Employee shall earn one and one-quarter (1-1/4) days annual leave for each month;
- (c) After five (5) years of continuous service and yearly thereafter, an Employee shall earn one and one half (1-1/2) day's annual leave for each month;
- (d) After ten (10) years of continuous service and yearly thereafter, an Employee shall earn two (2) days annual leave for each month;
- (e) The holiday year will run on a fiscal year basis (April 1 - March 31) and bidding will be by seniority and shall be subject to operational requirements. Requests for annual leave shall be made by the Employee to the Chief of Police, or his designate, a minimum of two (2) weeks prior to the commencement of the time period for which annual leave is sought. Only one Employee shall be allowed to take leave

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

- (f) Employees may carry over to the next fiscal year any unused annual leave time. There is no limit on the number of days an employee may carry over, subject to the provision in subparagraph (g) below.
- (g) Any annual leave time that is not used by the Employee within twelve (12) months of the end in the fiscal year in which it was earned, and that is carried over into the next fiscal year as provided for in subparagraph (f) herein, shall be considered as "excess annual leave". When an Employee accumulates excess annual leave, the Chief of Police or his designate may issue a notice to the Employee advising of their excess annual leave and may then request that the Employee schedule his annual leave forthwith in accordance with subparagraph (e) herein. Should the Employee fail to do so in a reasonable fashion, the Chief of Police or his designate may assign the Employee annual leave time at the Chiefs discretion in respect of the excess annual leave accumulated by the Employee.
- (h) Employees will be allowed up to a maximum of five (5) days pay in lieu of annual leave time, provided there are sufficient funds available within the Employer, only once per fiscal year. The final decision will be made by the Chief of Police.

2. **Sick Leave**

Employees shall accumulate sick leave at the rate of one day per month. Employees shall not be entitled to cash out unused sick leave.

Employees shall notify the Chief of Police, or his designate, at least two hours prior to the start of the shift for which they will be absent due to sickness and a medical report from a duly

licensed medical doctor shall be provided for absences in excess of three (3) days.

The said medical report shall set out a diagnosis, a prognosis for return to work, recommended treatment and the extent, if any, to which the illness will interfere with the employee's ability to discharge his or her duties as a peace officer. Any fee charged for provision of the medical report will be paid by the Employer. The Employee is required to make a request, in writing, of the duly licensed medical doctor for provision of a medical report addressing the foregoing issues.

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

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

3. Professional Development Day

Non-sworn employees shall receive up to one (1) day paid leave per year to engage in professional development training. The Employer is not required to provide such training, and if the Employer does not provide training, non-sworn Employees are to obtain approval from the Employer for such other training, and such approval shall not be unreasonably denied.

ARTICLE XV

1. Evaluation and Performance Appraisals

Evaluation and performance appraisals shall be done prior to the conclusion of Probation and thereafter annually on or before the Employee's anniversary date in writing by the Chief of Police and discussed with the Employee. Each Employee shall have the opportunity to attach his written comments to such appraisal.

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

ARTICLE XVI

1. Clothing Issue

- (a) Required clothing will be issued to uniform personnel with replacements as required. It is understood that patrol (Kevlar) gloves and work shoes/boots are included under the term “required clothing”.
- (b) Dress uniform shall be dry cleaned twice per year at the expense of the Employer. Winter parkas and patrol jackets shall be dry cleaned as required at the discretion of the Chief of Police or designate on either the request of the Employee or once annually and the cost of said dry cleaning is to be borne by the Employer.

2. Repair/Replacement of Safety Vests

- (a) The frequency of repair or replacement of safety vests used by Employees will be in accordance with the recommendations of the manufacturer.

ARTICLE XVII

1. Immunizations

- (a) The Employer shall pay in advance for any immunizations or related booster shots required of a bargaining unit member. The Employer will make every reasonable effort to have such immunization/booster shots provided at the detachment.

IN WITNESS WHEREOF, the Employer (Dakota Ojibway Tribal Council, Inc.) has hereunto affixed its corporate seal attested by the hands of its proper officers in that behalf, and the Association has caused this Agreement to be executed by its proper officers in that behalf.

SIGNED, SEALED AND DELIVERED)


in the presence of)

)

Witness)



Manitoba First Nations Police Association



Witness)

Dakota Ojibway Tribal Council, Inc.

Per: 
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