

2015 – 2018 COLLECTIVE AGREEMENT

BETWEEN

BLOOD TRIBE POLICE COMMISSION

AND

BLOOD TRIBE POLICE ASSOCIATION



AGREEMENT BETWEEN:

BLOOD TRIBE POLICE COMMISSION

-And-

BLOOD TRIBE POLICE ASSOCIATION

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THIS AGREEMENT MADE AND ENTERED THE 1 DAY OF APRIL,
2015 AND EFFECTIVE THEREAFTER THROUGH TO AND INCLUDING THE 31
DAY OF MARCH, 2018.

BETWEEN:

THE BLOOD TRIBE POLICE COMMISSION
the Party of the First Part
(hereinafter referred to as the "Employer")
OF THE FIRST PART,

-and-

THE BLOOD TRIBE POLICE ASSOCIATION
the Party of the Second Part
(hereinafter referred to as the "Association")
OF THE SECOND PART,

WHEREAS the Employer operates a Police Service known as The Blood Tribe Police Service;

AND WHEREAS THE BLOOD TRIBE POLICE ASSOCIATION is a certified bargaining agent for and on behalf of:

"all sworn employees of the Blood Tribe Police Service within the bargaining unit of THE BLOOD TRIBE POLICE ASSOCIATION,"

AND WHEREAS the Employer is legally bound by the terms of The Blood Tribe Police Service Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSES 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:

The EMPLOYER and the ASSOCIATION do enter into and establish and agree to the following wage schedules and working conditions of employment.

PREAMBLE

The parties recognize that the Employer and the Blood Tribe have the legal responsibility for the provision of adequate, effective, professional and culturally responsive policing services within Blood Tribe Territory consistent with the needs of the Blood Tribe, the *Police Act* (Alberta), the *Blood Tribe Police Bylaw*, the *Alberta First Nations Policing Policy*, the federal *First Nations Policing Policy* and the *Blood Tribe Police Services Agreement* between the Blood Tribe, Her Majesty the Queen in Right of Canada, and Her Majesty the Queen in Right of Alberta.

The parties recognize that the Blood Tribe and its members hold certain Treaty and Aboriginal rights, including the right of self-government as an existing Aboriginal right within the meaning of section 35 of the *Constitution Act, 1982*.

Nothing in this Agreement shall be construed so as to abrogate or derogate from the application of section 35 of the *Constitution Act, 1982*, to any existing Treaty or Aboriginal rights of the Blood Tribe or Blood Tribe members, and nothing in this Collective Agreement shall affect the ability of the Blood Tribe or Blood Tribe members to enjoy or exercise any existing or future constitutional rights of Aboriginal peoples of Canada, or to benefit from any other arrangements or agreements that may be applicable.

The Association and the Employer agree that it is in both interests to support the delivery of effective, efficient and culturally sensitive police programs and services to the members of the Blood Tribe through the development of policing programs and services which are based on First Nations, culture, customs, values, traditions and standards.

The Employer and the Association agree that they will strive to work together in a spirit of partnership with all nations, honouring each one's uniqueness and the creator's gifts with dignity and respect. Both parties intend to maintain harmonious relationships among the Police Service, the Association and members of the Association and to cooperate in an endeavour to promote the well-being of the communities served. The Employer, in so doing, is guided by the principles of **Kainaiyssini**.

It is the purpose and intent of the parties to this Agreement to foster and maintain an environment that promotes respect and dignity in the workplace. The parties further intend to set forth reasonable and fair terms and conditions of employment and other related provisions and to provide for the equitable settlement of all matters in dispute which may arise between the parties.

Where appropriate and as long it does not hinder the daily operations of the police service, the Chief of Police shall consult with the Employer, for the purpose of maintaining an open line of communication and to remain transparent in the application of this Agreement.

1. DEFINITIONS

1.01 Interpretation

In this Agreement, unless otherwise indicated in the context, all words in singular shall include the plural and all words in the plural shall include the singular. Words of masculine

gender shall be deemed to include the feminine gender, unless otherwise stated in the context.

1.02 “**Accumulated Time**” shall mean hours accredited to a Member in lieu of pay for overtime hours, call-out hours, extension of duties, court time or statutory holidays pursuant to Article 9 of this Agreement.

1.03 “**Association**” shall mean the Blood Tribe Police Association.

1.04 “**Blood Tribe Member**” means a member of the Blood Tribe whose name appears on the Band List maintained by the Blood Tribe pursuant to the Blood Tribe Membership Code.

1.05 “**Basic Rate of Pay**” is the step on the scale applicable to the Police Officer as set out in the Salary Appendix, exclusive of all other allowances and premium payments.

1.06 “**Call-out**” shall mean any call to duty on a member's off-duty hours.

1.07 “**Casual Police Officer**” means a Police Officer who is hired to work on an on-call basis and who is not scheduled.

1.08 “**Chief of Police**” means the Police Officer appointed by the Commission to be in charge of the Blood Tribe Police Service as outlined in the *Police Act*, R.S.A. 2000, c. P-17 and the Blood Tribe Police By-Law, or the Police Officer of the Blood Tribe Police Service acting in his stead.

1.09 “**Commission**” means the entity established by By-Law of the Blood Tribe Chief and Council of Standoff and is known as the Blood Tribe Police Commission.

1.10 “**Continuous Employment**” shall include time that a member is off-duty through illness or injury, unless stipulated specifically in this Agreement.

1.11 “**Court**” shall mean any Federal, Provincial, Municipal, Administrative or Civic Tribunal acting in the judicial or quasi-judicial capacity and shall include Police Service or Police Commission inquiries or hearings and court time shall mean any attendance at any court as a witness arising out of a police officer's duties, whether called upon to give evidence or not.

1.12 “**Employer**” shall be the Blood Tribe, as represented by the Blood Tribe Police Commission.

1.13 “**Full-time Police Officer**” means a Police Officer who has been assigned to an established position, works an average of forty hours per week and has completed the probationary period described in section 4 of the Police Service Regulation.

1.14 “**Immediate Family**” means a Member’s spouse, partner, parents, step-parents, foster parents, children, step-children, foster children, and the Member’s extended family as follows: aunt, uncle, nephew, niece, grandparents, grandchildren, in-laws, and custom adoption family members (custom adoption according to Blood Tribe Nation customs, as listed in obituary).

1.15 “**Member**” shall mean a member of the Blood Tribe Police Association coming within the scope of this Agreement.

1.16 “**Off-duty (Secondary) Employment**” means any work for material value, including self-employment, which is not assigned by the Blood Tribe Police Service.

1.17 “**Overtime**” means all work, subject to authorization, performed in excess of Police Officer’s regular hours of work.

1.18 “**Part Time Police Officer**” means a Police Officer who has been assigned to an established position, works less than forty hours per week and has completed the probationary period described in section 4 of the Police Service Regulation.

1.19 “**Permanent Member**” means a Member coming within the scope of this Agreement, except one appointed pursuant to Section 42 of the *Police Act*, R.S.A. 1988, Chap. P-12.01 or any statutory modification thereof.

1.20 “**Police Officer**” means an individual appointed as a police officer or a chief of police by the Commission pursuant to section 36 of the *Police Act*, R.S.A. 2000, c. P-17 and section 4.3 of the Blood Tribe Police By-Law.

1.21 “**Probationary Member**” is defined as per section 4 of the Police Service Regulation. A Probationary Member under this Agreement is one who has been a member for a continuous period of less than eighteen (18) months.

1.22 “**Reserve**” means the Blood Indian Reserve No. 148 and 148(a).

1.23 “**Shift**” means a daily tour of duty, exclusive of overtime hours.

1.24 “**Stand-by**” shall mean when a Police Officer is designated to be available for duty during those hours other than the Police Officer’s regularly scheduled shift.

1.25 “**Vacation year**” means the twelve (12) months commencing on the 1st day of April in each calendar year and concluding on the last day of March of the following calendar year.

1.26 “**Week**” means a period of seven (7) days commencing 0001 hours on Sunday.

2. TERM OF AGREEMENT

2.01 This Agreement shall be in force and effect and shall be binding upon the Employer and the Association during the period from April 1, 2015 to and including March 31, 2018 and from year to year thereafter unless either party to this Agreement gives notice in writing to the other party of any changes desired not less than sixty (60) days nor more than one hundred and twenty (120) days prior to the expiry date March 31, 2018 or the expiry date of any subsequent year.

2.02 The Employer will not alter any terms or conditions of employment, as contained herein, during the period that a new collective agreement is being negotiated, except with the consent of the Association.

3. POLICY MANUAL

3.01 When there is a conflict between the Policy Manual of the Blood Tribe Police Service and any provision of this Agreement, then the provisions of this Agreement will prevail.

3.02 Where this Agreement is silent, the Policy Manual shall prevail.

4. GRIEVANCE PROCEDURE

4.01 Any difference between the parties concerning the interpretation, application, operation, or alleged violation of this Agreement, shall be dealt with as follows:

4.02 When a member of the Blood Tribe Police Service submits a grievance to the Employer, not more than two (2) members of the Association's Grievance Committee may attend to hear such grievance without loss of pay.

4.03 Grievances between the Employer and the Association, or grievances between the Employer and a member of the Association, shall be processed in the following manner:

a. Any member of the Association or the accredited representative of the Association having a grievance arising out of the interpretation, application, operation or alleged violation of this Agreement shall take the matter up with the Association within twenty (20) calendar days from the time that the grievance should reasonably have come to the attention of the aggrieved party.

b. If, after investigation, the Association considers the grievance to be a just one, it shall have the right to be heard by the Chief of Police or his designate. An application for a hearing shall be delivered to the Chief of Police within fifteen (15) calendar days of the time the grievance was brought to the Association's attention. The grievance shall set out the nature of the grievance and the circumstances out of which it arose, the clause(s) of this Agreement, which allegedly has/have been violated, and the remedy being sought.

- c. The Chief of Police or his designate shall review the grievance and communicate his decision to the Association, in writing, within twenty (20) calendar days of receipt of the grievance.
- d. The Association shall have the right to appeal the decision of the Chief of Police to the Police Commission and shall concurrently file a written statement of the appeal as well as a copy of the decision and reason of the Chief of Police with the Police Commission. Such appeal shall be filed within ten (10) calendar days following the receipt of the decision of the Chief of Police. The Association shall forthwith advise the Chief of Police of its decision to appeal to the Police Commission.
- e. As an alternative; upon mutual agreement, the parties may refer the matter for mediation. The parties will jointly agree upon a mediator and will equally share the costs associated. If a resolution is not reached there is not an option to return to the Commission Appeal stage. Either party may take an unresolved matter to arbitration within twenty (20) calendar days.
- f. The appeal shall be heard by the Police Commission within ten (10) calendar days of the receipt of the application, and the Police Commission shall render its decision, in writing, within twenty (20) calendar days.
- g. In the event that the parties are unable to resolve the difference at the Commission Appeal stage either party may take an unresolved matter to arbitration within twenty (20) calendar days. The parties will jointly agree upon an arbitrator and will equally share the costs associated.
- h. If either party submits the grievance to Arbitration, it shall do so by a notice in writing, to the other party.
- i. The Police Commission shall, within seven (7) calendar days of receipt of such notice, inform the Association of the name of its appointee to the Arbitration Board. The two appointees shall, within five (5) calendar days of the Police Commission naming its appointee, appoint a third person who shall be Chairman of the Arbitration Board.
- j. If either member of the Arbitration Board is unable or unwilling to act, a new member shall be appointed by the applicable party within seven (7) calendar days of receipt of notice of inability or unwillingness to act. If the Chairman is unable or unwilling to act, the appointees, shall within five (5) calendar days of receiving notice of the Chairman's decision not to act, appoint a new Chairman.
- k. If the Employer fails to appoint an Arbitrator in the time limited, if the two (2) appointees fail to agree upon a Chairman within the time limited, or if a party fails to appoint an alternative member, the appointment shall be made by the Minister of Labour upon the request of either party.

l. The Arbitration Board shall hear and determine the grievance and shall issue an award in writing. The decision of the majority is the award of the Arbitration Board but, if there is no majority, the decision of the Chairman shall be the award of the Arbitration Board. The decision of the Arbitration Board is final and binding upon the parties and any person affected by it, and such parties or persons affected shall do or abstain from doing anything as required by the Arbitration Board.

m. The Grievance Arbitration Board by its decision, shall not alter, amend or change the terms of the Collective Agreement.

n. Each party appointing an Arbitrator shall bear the expense of its representative appointee and shall bear one-half (1/2) of the expense of the Chairman of the Arbitration Board.

5. DISCRIMINATION

5.01 The Employer shall not at any time, nor in any manner whatever, discriminate against any Member because of his being a Member of the Association.

5.02 There shall be no discrimination by the Employer or the Association against any Member on grounds prohibited by the applicable Human Rights legislation which includes race, colour, ancestry, place of origin, religious beliefs, gender, gender expression, gender identity, physical disability, mental disability, source of income, marital status, family status or sexual orientation.

5.03 Notwithstanding the above, the parties accept that the Employer is entitled, by way of bona fide occupational requirement or appropriate affirmative action policies, all else being equal, to give preference to members of the Blood Tribe in employment, and, as such, will not be restricted by any clause or article contained in this Agreement, in the hiring of individuals who are members of the identifiable group that the Employer is mandated to serve.

6. ASSOCIATION RECOGNITION AND DUES

6.01 The Employer recognizes the Blood Tribe Police Association as the exclusive bargaining agent for all Members of the Blood Tribe Police Service covered by the terms of this Agreement.

6.02 Upon reasonable notification, the Employer shall permit access to the work premises of an accredited representative of the Association. Access to workplace is dependent upon the Association representative first obtaining, from the Band Land Office, the required permit to conduct business there. Permission to enter the Employer's premises shall not be unreasonably denied.

6.03 All persons eligible for membership in the Blood Tribe Police Association shall pay all dues levied by the Association. The dues shall be deducted by the Employer and shall be paid bi-weekly to the Association.

6.04 The Association shall notify the Employer, in writing, 30 days in advance of any changes to dues being levied.

6.05 The President, Vice-President, Secretary, Treasurer or Director of the Association (only two) will be allowed up to six days off with pay, per year, to attend meetings of the Alberta Federation of Police Associations (AFPA) or Canadian Police Association (CPA), by giving two (2) weeks' notice, and when, in the opinion of the Chief of Police, it will not conflict with other duties of the Member. If this meeting falls on the Member's regular day off, they will not receive any additional pay.

6.06 Members, to a maximum of two, acting in the capacity of Association negotiators will be granted leaves of absence as required with no loss of pay for the purpose of attending a scheduled meeting related to negotiations with the Employer. Members will be required to give one (1) weeks' notice to allow re-scheduling.

6.07 Members who are required to replace Members negotiating in paragraph (6.06), will be re-scheduled and therefore will be entitled to receive their regular rate of pay for the hours worked

7. CONSULTATION COMMITTEE

7.01 A consultation committee shall be established consisting of management and representatives from the Association.

7.02 The consultation committee provides a consultation process regarding the implementation of letters of understanding, policies and directives relating to the Agreement and working conditions in general, including those that fall outside of the Agreement.

7.03 The purpose of the consultation committee is to provide meaningful consultation on matters that may impact working conditions, operations of the Blood Tribe Police Service, and service to the public.

8. OVERTIME

8.01 All overtime shall be paid at the rate of two (2) times the Member's hourly rate of pay.

8.02 Hours worked over eight hours per day or forty (40) hours per week (or such other equivalent schedule as may be set by the Employer and the Association) and authorized by the Employer will be paid at overtime rates unless otherwise specified in this Agreement.

8.03 In the event that a Member is required to work during his two (2) days weekly leave off duty, he will be paid two (2) times his regular rate of pay for all hours worked, but shall in any event, receive a minimum of four (4) hours for each day worked, regardless of the actual time worked.

8.04 Overtime shall be distributed among Members as equitably as possible, subject to the discretion of the Chief of Police or his designate, acting reasonably.

8.05 All Members shall be entitled to receive the minimum of eight (8) hours off-duty between the time they have completed one scheduled shift of work and the time they commence another scheduled shift of work.

8.06 When a Member is assigned to work overtime which extends three (3) hours beyond the Member's regular shift, the Member shall receive a meal allowance of ten (\$10.00) dollars.

8.07 Overtime will be paid out in the pay period that it is worked. A Member may bank up to a maximum of sixty (60) hours of overtime. These hours once banked cannot be converted to pay and can only be used for time off. Time off in lieu of accumulated time must be arranged at times mutually agreeable between the Chief of Police or his designate, and the Member.

8.08 a. CALL-OUT:

In the event a Member is "called out" to work, he shall be paid at two (2) times his hourly rate of pay in connection with all hours worked in connection with the "call-out". No Member shall receive less than three (3) hours of pay at two (2) times their hourly rate of pay with respect to the "call-out". The hours worked on a "call-out" cannot be tacked onto the beginning or end of a shift worked, but must be treated as a separate period of work hours from any regular or normal shift of work.

b. STANDBY:

Members required to remain on standby shall be paid one (1) hour of pay at their hourly rate of pay for every eight (8) hours or portion thereof the Member remains on standby.

9. NAMED HOLIDAYS

9.01 The following days shall be recognized as statutory or declared holidays:

- New Year's Day
- Family Day
- Good Friday
- Easter Sunday
- Victoria Day
- Canada Day
- August Civic Day
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day

and any other day proclaimed to be a holiday by the Federal or Provincial Government.

9.02 All Members shall be entitled to all holidays set out in this Agreement without loss of pay.

9.03 When:

(a) a statutory holiday falls on a Member's regular work day and he is required to work, he will be paid for the actual time worked at the rate of two (2) times his regular hourly rate of pay per hour, plus eight (8) hours pay at his regular rate for the holiday.

(b) a Member is called out or required to work an extension outside of his regular scheduled shift as per paragraph (a), he shall be paid at a rate of two (2) times his regular rate of pay.

9.04 When a statutory or declared holiday falls on a Member's regular day off and he is called to work, he shall be paid at the rate of two (2) times his regular rate of pay for the actual time worked.

9.05 With respect to holidays that fall on Saturday or Sunday and are commonly celebrated on the Monday following (when such Monday is declared by the Employer as the day in lieu of the holiday), the premium pay shall be paid with respect to the Monday and not with respect to the Saturday or Sunday. With respect to Members working shifts, premium pay shall be paid on the actual holiday and not on the Monday following.

9.06 If a statutory or declared holiday falls during the annual vacation of a member, he shall be entitled to an additional day off.

9.07 When a statutory or declared holiday falls on a Member's day off and he does not work, he shall be paid eight (8) hours pay or he may apply for eight (8) hours accumulated time.

9.08 If the Blood Tribe Chief and Council, whose authority is binding in these matters, proclaims a holiday, it will be recognized as a legal holiday except when replacing a holiday named in this Article, in which case, the proclaimed holiday only shall be recognized.

10. VACATION ENTITLEMENTS

10.01 In the first (1st) calendar year of service, a Police Officer in the Blood Tribe Police Service shall receive no annual vacation leave.

10.02 All Police Officers while remaining in the continuous and regular employment of the Blood Tribe Police Service shall be entitled to annual vacation with pay at their regular rate, provided that a Police Officer entering the Blood Tribe Police Service after the fifteenth (15th) of any month, will be considered for annual vacation entitlement purposes to have entered the following month.

10.03 Month of entering the Blood Tribe Police Service:

April	120 hours
May	110 hours
June	100 hours
July	90 hours
August	80 hours
September	70 hours
October	60 hours
November	50 hours
December	40 hours
January	30 hours
February	20 hours
March	10 hours

10.04 Each Member shall receive annual vacation leave in accordance with the above scale for the previous calendar year worked in the commencement of their second continuous year with the Blood Tribe Police Service.

10.05 Effective April 1 of each year, Members will receive annual vacation with pay in accordance with years of continuous employment. Vacation time is earned on a monthly basis and accrued on the last payroll of the month. The following chart indicates the applicable hours earned per month depending on years of service:

2 – 4 years	10.000 hrs/month X 12 months=	120 hrs/year
5 – 9 years	13.334 hrs/month X 12 months=	160 hrs/year
10 – 15 years	16.669 hrs/month X 12 months=	200 hrs/year
16+ years	20.000 hrs/month X 12 months=	240 hrs/year

10.06 If a Police Officer leaves the Blood Tribe Police Service prior to completing one (1) years' service with the Blood Tribe Police Service (thus entitling him to the vacation entitlement referred to above), he shall be paid four (4%) percent of his regular earnings.

10.07 With the permission of the Chief of Police, a Police Officer may be permitted to move a maximum of one year of their annual leave allotment into the next year.

11. WORKING HOURS

11.01 The consultation committee shall meet for the purpose of reviewing the operations of the shift schedules contained in a Letter of Understanding pursuant to this Agreement on an as-required basis

11.02 If either party identifies a need for a different or new shift schedule for any Unit/Section/Division within the Blood Tribe Police Service, the consultation committee shall meet to consult regarding the shift schedule. These shift schedules shall be determined with genuine and meaningful input from the Members working in those respective areas and subject to approval of management. The shift schedules may vary in length, conducive to their duties and responsibilities, taking into account quality of life issues.

11.03 For Members not assigned to the Community Policing Division, the regular hours of work shall consist of forty (40) hours per week worked in the following manner:

- a) Eight (8) hours per day, including thirty (30) minutes for lunch, five (5) days per week or;
- b) Ten (10) hours per day, including forty (40) minutes for lunch, four (4) days per week, subject to the needs of the Blood Tribe Police Service and the Chief of Police's approval.
- c) Changes to the regular hours of work, eight (8) or ten (10) hour shifts, shall be mutually agreed upon by the Chief of Police and the Association.

11.04 Consistent with the spirit of this Agreement, as far as practicable:

- a) The regular hours shall be consecutive
- b) Days off shall consist of two (2) consecutive calendar days.

11.05 Subject to the need of the Blood Tribe Police Service, and at the discretion of the Chief of Police, the scheduling of shifts may be modified to allow alternative shift

schedules to be implemented. Any changes in the shifts will be after consultation between management and the association.

12. SICK LEAVE

12.01 Members who cannot work their assigned shift must advise their supervisor immediately of their illness or injury and anticipated lost time from work.

12.02 Members shall accumulate sick leave credits at a rate of one working day for each full month of employment up to a maximum credit of 120 hours.

12.03 When a Member has accrued the maximum sick leave credits of 120 hours, the Member shall no longer accrue sick leave credits until such time as the Member's total accumulation is reduced below the maximum. At that time the Member shall recommence accumulating sick leave credits.

12.04 Members must provide a doctor's note for the dates the Member is absent from duty, when requested by the Employer, and the doctor's note must state that the Member is fit to commence their duties and responsibilities as based on job criteria to the satisfaction of the Chief of Police or his designate.

12.05 Any Member required to operate a motor vehicle in the course of their duties who is absent due to illness or injury for 3 or more days needs a doctor's note stating they are fit for duty and well enough to drive.

12.06 SPECIAL LEAVE

Each calendar year, each Member shall be entitled to up to four (4) special leave days to be taken from sick time hours as either family leave or pressing necessity leave.

(a) Family Leave:

Family leave is intended to provide Members with a way of attending to the health needs of members of their Immediate Family as defined herein. It is for use when the Member's attendance is necessary and they are unable, through other means, to change the time when they need to be in attendance, or to arrange in advance time off work when needed through other means such as shift trades, time off in lieu, or vacation. Members are required to provide the Chief of Police or his designate with notification of leave requirements as early as possible after determining the need. The Chief of Police will not unreasonably deny other forms of leave when it is requested to allow the Member to attend to the health needs of members of their Immediate Family.

(b) Pressing Necessity Leave:

A pressing necessity is a sudden or unusual circumstance that could not, by the exercise of reasonable judgment, have been foreseen by the Member and which

requires the Member's immediate attention or makes the Member's attendance at work impossible.

13. PROMOTIONS

13.01 Police Officers selected for promotion within the Blood Tribe Police Service must possess the skills, knowledge and abilities to perform at that rank. This policy and related procedures ensure the Blood Tribe Police Service promotion process is fair and equitable while accurately assessing the capabilities of the participants to meet the required policing competencies at the next promoted level.

13.02 The Blood Tribe Police Service will promote the best qualified Members to leadership and management positions through an objective and thorough promotion system. The promotion process assesses the individual applicant's ability to meet or exceed the established competencies of a higher rank. If no applicant meets the required competencies of the rank, the position will not be filled permanently until the Blood Tribe Police Service identifies a qualified candidate.

13.03 The competencies required for each rank are as established by the Police Sector Council and approved for use by the Canadian Association of Chiefs of Police and the Alberta Association of Chiefs of Police. Those competencies are available to all promotion applicants and have been verified as pertinent to this service.

13.04 Senior Constable Pay Progression

(a) After five (5) years of consecutive service at the Senior Constable rank with the Blood Tribe Police Service, Members shall receive a two percent (2%) increase in pay. This increase will take effect on the member's anniversary date.

(b) Members will continue to receive a two percent (2%) increase every five (5) years as long as they remain at the Senior Constable rank.

13.05 PROCEDURES

(a) Promotion Process Defined:

The Employer maintains a comprehensive promotion process as prescribed by the Chief of Police. The details of the promotion process will be determined and administered by the Chief of Police or his delegate defining their functions and responsibilities. Each promotion process will be explained in detail in a Chief's Directive to all Members at the start of each promotion cycle. The Chief of Police is the final decision maker on all aspects of the promotion process and all decisions made during that process. All access to promotion evaluation documents and related material will be strictly controlled under the direction of the Chief of Police.

(b) Administration of the Promotion Process:

The Chief of Police or his delegate is responsible for acquiring/designing and administering the promotion process. The Employer will conduct an analysis and evaluation of the promotion system within six months of completing a promotion cycle and record recommendations for the next promotion process.

(c) Promotion Process Criteria:

The Employer's promotion process includes the following criterion:

- i) evaluation of candidates through performance appraisal to assess promotion potential
- ii) written and oral evaluation and tests based on the promotion competencies
- iii) evaluation of experience and education
- iv) an appeal process for unsuccessful candidates

(d) Eligibility Requirements to Enter the Promotion Process:

i) Constable to Senior Constable

1. Have completed eight years of police service, a minimum of one of which must be with the Blood Tribe Police Service;

2. Achieving a minimum grade of SEVENTY PER CENT (70%) on the Promotion Readiness Exam. The exam will focus on the following criteria:

- Powers of Arrest
- Criminal Offences
- Drugs
- Investigative Detention
- Laws on Drinking and Driving
- Domestic Violence
- Provincial Statutes
- Search and Seizure
- Criminal Flight
- Community Policing
- Use of Force

ii) Constable/Senior Constable to Sergeant

1. Five years completed police service with at least one year completed with the Blood Tribe Police

Service as of the date that promotion cycle is announced;

2. Recommendation of the member's supervisor on the promotion readiness form;

3. Achieving a minimum grade of SEVENTY PERCENT (70%) on the Promotion Readiness Exam;

4. Applicants from outside the Blood Tribe Police Service who have extensive previous police experience at a supervisory rank within another service may write the promotion readiness exam at the discretion of the Chief of Police;

iii) Beyond Sergeant

1. Two years completed police service at the rank of Sergeant with the Blood Tribe Police Service as of the date that promotion process is announced;

2. Upon receiving a recommendation to participate in the promotion from the Chief of Police;

3. Applicants from outside the Blood Tribe Police Service who have extensive previous police experience and have occupied a senior supervisory rank with another service may enter the process at the discretion of the Chief of Police;

4. If a qualified candidate is not available within the ranks of the Blood Tribe Police Service, the Chief of Police has the option to hire a contracted employee for a maximum FOUR (4) year term at the level of Staff Sergeant or above (i.e. Inspector.)

(e) Impact of Discipline

i) Any Member who has: had a sustained breach of the Police Service Regulation, been found guilty of a criminal offence within the twelve (12) months preceding the promotion process announcement, or has received a disciplinary sentence prohibiting promotion for a specific period of time is not eligible to participate.

ii) Any Member presently the subject of a disciplinary complaint, and/or criminal proceedings, may participate in the promotion process but shall not be eligible for actual promotion until the matter is resolved. If the complaint is sustained or if the Member is convicted of a criminal offence, the Member will not be promoted. If the complaint is not sustained and there is no criminal conviction, the affected Member will receive the promotion with back pay to the announced date of promotion.

(f) Appeal Process

i) There is no appeal of the eligibility criteria.

ii) After each step of the promotion evaluation process, the participants will be advised in confidence if they are qualified to proceed to the next step in the process.

iii) If unsuccessful, the participant has 48hrs in which to file a detailed notice of appeal outlining the alleged unfairness with the Chief of Police.

iv) Within 48 hours of receiving that notice of appeal, the Chief of Police or his delegate will evaluate the submission and advise the participant if their appeal is successful or not.

v) The decision of the Chief of Police is final.

14. COURT TIME

14.01 COURT TIME

a) When a Member is required to attend court as per the duties and responsibilities of his position outside of the hours of his shift, he will be paid at two (2) times his hourly rate of pay and paid a minimum of four (4) hours for each morning attendance and/or afternoon attendance provided that no member be credited for more than one (1) court appearance in forenoon and one (1) court appearance of any one (1) day.

b) When a Member is on annual vacation and he/she is required to appear in court, he shall be paid four (4) hours at two (2) times his hourly rate of pay plus shall receive one additional day of vacation. Annual vacation will not be granted for a day that the Member has a court commitment.

c) Any Member who is scheduled to appear in court during hours outside his scheduled shift shall, in the event of cancellation of the court appearance, be given notice of such cancellation either prior to the end of his last regular shift worked or eight (8) hours in advance of the court appearance, whichever is lesser and if notice is not provided within the aforementioned timeframe will be paid two (2) hours at two (2) times their regular hourly rate of pay. The Blood Tribe Police Service considers leaving a message on member's cellular telephone voice mail or telephone answering machine having duly notified the member notification of the court cancellation.

d) If a Member is between scheduled night shifts and is required to and does attend Court in either the forenoon and/or the afternoon, to carry out his duties as a Police Officer, the Member shall not be required to report to work until 2300 hours that evening without loss in pay. The Member shall still be entitled to all court overtime provisions located within the Agreement.

15. BENEFITS

15.01 The Employer shall provide the following group plans for which participation is compulsory for all eligible Members:

a) Supplementary Benefit Plan (premium costs to be shared 50/50) which provides for:

- i) Group Life, AD&D and Dependent Life;
- ii) Short Term Disability and Long Term Disability
- iii) Health Benefits – Prescription Drugs, Pay Direct Drug Card, Extended Health Care, Vision Care, and Emergency Travel Assistance;
- iv) Dental Benefits – Basic Services, Major Restorative and Orthodontics

b) Pension Plan (Member to contribute 5.5% of their pensionable earnings and Employer to contribute an equal amount) with the option to increase the Member portion beyond 5.5% as per the contracted plan.

c) The Employer shall distribute brochures and other relevant information concerning the above plans, to all employees upon hiring and when there are changes to the plans.

d) Police Officer Assistance
The Blood Tribe Police Service provides assistance to all Police Officers to effectively respond to certain personal needs insofar as those needs affect the ability of the Police Officer to discharge the responsibilities of his appointment.

- e) The Blood Tribe Police Service has access to services that include:
 - i) critical incident stress management;
 - ii) anger management;
 - iii) substance abuse management;
 - iv) physical and mental wellness;

These services may be accessed through the Chief of Police, Member in Charge (Operations), or Member in Charge (Support Services), or by contacting the service delivery provider. Confidentiality is assured.

16. LEAVES OF ABSENCE

16.01 All leaves of absence for Members will be at the discretion of the Chief of Police or his delegate unless otherwise stipulated in this Agreement.

16.02 Members shall be granted leave with pay for time off to conduct Association business, which paid leave will be reimbursed by the Association to the Employer on a semi-annual basis, the specific procedure for which to be determined between the parties, each acting reasonably.

16.03 MATERNITY AND PARENTAL LEAVE

Members will be eligible for maternity or parental leave and compassionate leave in accordance with the provisions under the *Employment Standards Code*, R.S.A. 2000, c. E-9 and amendments thereto, and any Letter of Understanding reached between the Employer and the Association.

16.04 EDUCATION LEAVE

All leaves of absence for Members will be at the discretion of the Chief of Police.

16.05 EDUCATION BENEFITS

- a) The Blood Tribe Police Service strongly supports Members' participation in continuing education and may assist Police Officers in offsetting monetary costs associated with continuing education.
- b) All requests for financial assistance related to continuing education for members will be at the discretion of the Chief of Police and must be relevant to the Police Officer's duties and responsibilities with the Blood Tribe Police Service.

16.06 CULTURAL DAYS

The Employer shall consider requests for leave for Members who are active participants in Blood Tribe traditional ceremonies or partake in spiritual leaves. This leave shall be granted as time off with pay:

- a) When:
 - i) the Member provides a written request one week in advance of the requested leave and provides specific dates and times; and
 - ii) the leave does not conflict with any department requirements or program activities; provided that
 - iii) only one leave may be accommodated per fiscal year and cannot be separated into four one day leaves or portioned leaves throughout the year;
- b) Cultural leave days in one fiscal year shall not exceed four (4) days.
- c) All days under this article will be paid at regular pay.
- d) Travel time incurred for any of the above noted days shall not be considered

17. BEREAVEMENT LEAVE

- (a) Upon request, a Member shall be granted up to five (5) days, without loss of pay, in the event of the death of a member of the Member's Immediate Family, as defined herein.
- (b) Requests for additional time off may be submitted to the Chief of Police for consideration if a Police Officer requires traveling time exceeding the maximum of the five (5) days covered in 17(a), subject to the sole discretion of the Chief of Police or his designate.
- (c) It shall be the responsibility of the Police Officer to give notification of the necessity to use bereavement leave to the satisfaction of the Chief of Police, before the Police Officer shall be entitled to the compassionate leave as specified above.

18. MANAGEMENT'S RIGHTS

18.01 The Association recognizes that the Employer has full authority and responsibility to govern the Blood Tribe Police Service, and that it is the exclusive function of the Chief of Police to exercise the regular and customary functions of management, to direct the work, and deploy the manpower resources of the Blood Tribe Police Service, subject however to the terms of this Agreement.

19. SHIFT DIFFERENTIAL

19.01 Members will receive a shift differential for the hours worked between 19:00 hours and 0700 hours of One Dollar and Fifty Cents (\$1.50) cents per hour.

19.02 Payment of shift differential is subject to the following conditions:

(a) A shift differential shall be paid only for the member's shifts actually worked; and

(b) Shift differential shall not be paid for any hours of work, which are paid on an overtime basis.

20. WAGES

20.01 Each Member shall be paid a wage or salary at the rate specified in the attached Appendix "A" for the applicable rank and pay classification of such Member.

20.02 Wages shall be paid to Members of the Blood Tribe Police Service bi-weekly.

20.03 The Employer shall release the Members' pay stubs on Thursday morning prior to each pay day. This will allow sufficient time for each Member to review the accuracy of their pay and allow the Employer sufficient time to make any necessary monetary adjustments.

20.04 Pay increments will be implemented on the anniversary of each hire date and annually thereafter until reaching the 1st Class Constable increment.

20.05 For the purposes of this section, "hire date" means:

a) The day a Member graduates from a certified training centre when sponsored by the Employer (Depot or other acceptable centre) or;

b) The day a Police Officer is sworn in if hired as an experienced officer or they have received acceptable basic police training prior to being hired by the Employer.

21. STACKING OF PREMIUMS

21.01 In instances where more than one (1) premium is provided for work performed, a Member shall only be paid the greatest of the premiums. Under no circumstances shall a premium be compounded by the application of another premium in determining the rate of pay to be paid to a Member.

22. CONDUCT

22.01 The *Police Act*, R.S.A. 2000, c. P-17 and the Police Service Regulation, Alberta Regulation 356/1990 and any amendments thereto, shall regulate the conduct of Members.

23. TRAINING

23.01 Members attending required service training courses or programs on off-duty hours whether as an instructor, a student or otherwise, shall be paid the overtime hourly rate for the period actually attended. Such hours expended in attending training courses shall not be included as hours of work, nor shall attendance be considered as "call-out".

23.02 Any training should be scheduled at a reasonable time period in advance so that consideration of personal and work schedules is maintained. Any dispute regarding reasonableness should be referred to the consultation committee.

23.03 Where training is attached to the beginning or end of a regularly scheduled shift, such training shall not exceed two (2) hours in length unless mutually agreed otherwise.

23.04 If a Member is required to travel to a required training course on the Member's weekly leave day, the Member shall be credited with accumulated time off at the regular hourly rate for the actual time spent traveling to the training to a maximum of five (5) hours.

24. PROBATIONARY PERIOD

24.01 A new Police Officer shall serve a probationary period of eighteen (18) months. The Employer shall provide an evaluation of each probationary Police Officer at least once during the Police Officer's probationary period and again prior to the completion of his probationary period.

24.02 If a new probationary Police Officer is unsuitable in the opinion of the Employer, such Police Officer may be terminated at any time during the probationary period without recourse to the grievance procedure.

25. TERMINATION

25.01 Any Probationary Member who is going to be dismissed shall be advised that he has the right to have a representative of the Blood Tribe Police Association present when he is given the reason for his dismissal.

25.02 The Probationary Member may also present a written or an oral response to the recommendation to terminate to the Chief of Police. The Chief of Police shall convene a hearing at which time submissions by the Service and the probationary member will be heard. The probationary member will be entitled to bring a member of the Board of

Directors of the Blood Tribe Police Association that represents the officer and/or legal counsel.

25.03 In the event of termination of any Member for reasons other than cause, the provisions of the *Police Act* shall prevail.

26. LAYOFFS AND RECALL

26.01 Any Member who leaves the Blood Tribe Police Service voluntarily, shall not be reappointed to the Blood Tribe Police Service in any higher rank than that at which he left, and such Member's service related benefits and entitlements shall start anew in the case of rejoining the Blood Tribe Police Service.

26.02 Members with previous accredited municipal, provincial, or national police experience may, at the discretion of the Chief of Police, be advanced within the constable rank up to and including the rank of first (1st) class constable and receive applicable rate of pay and benefits. Such Member's service related benefits and entitlements shall start anew.

26.03 In the event that the Blood Tribe Police Service initiates a general layoff, notice shall be given as follows:

- (a) Members with less than five (5) years – two (2) months' notice
- (b) Members with five (5) or more years' service – four (4) months' notice

26.04 The Member shall work the term of the notice as above. The Member may, at the discretion of the Chief of Police, be offered the equivalent pay in lieu for all or a portion of the notice period;

26.05 If a Member leaves voluntarily prior to the effective notice date, the Employer is not obligated to pay out the balance of the notice period (i.e., a member has a new employment opportunity);

26.06 The last person hired, shall be the first laid off;

26.07 The last person laid off shall be the first person recalled;

26.08 No positions shall be filled until those laid off Members have been given the opportunities of recall;

26.09 The terms of the recall shall not apply if the Member is laid off for a period in excess of eighteen (18) months.

27. LONG TERM DISABILITY

27.01 If a Member is absent due to sickness or non-occupational or occupational injury for a continuous period of one (1) year or more, he shall not be entitled to accumulate vacation and holiday credits, from and after the first anniversary date of his absence and until he has returned to work.

28. SUBSISTENCE

As per Employer Policy.

29. SECONDARY EMPLOYMENT

29.01 GENERAL

a) The nature of the law enforcement task requires Members to have the ability to work irregular duty schedules which are subject to change in meeting deployment needs. Additionally, it is necessary that Members have adequate rest to be alert during their shift. Since certain occupations inherently conflict with the role of police officers, auxiliary constables, and civilian staff members' primary responsibility to the community, the Employer may impose conditions on outside employment, or may prohibit it altogether.

b) Members will devote their primary attention to police duties. Employees may be permitted Secondary Employment provided that Secondary Employment will not interfere with the efficient performance of their duties.

29.02 WRITTEN PERMISSION REQUIRED

a) Engaging in any form of Secondary Employment without prior permission from the Chief of Police is prohibited.

b) An Employee may only engage in Secondary Employment with the written permission of the Chief of Police.

c) Requests for the Chief of Police's permission shall be submitted in writing and shall include the name and address of the proposed secondary employer and the duties and responsibilities the off-duty Member will be expected to fulfill. This provision applies to all Secondary Employment, including self-employment.

d) All requests shall be reviewed on an individual basis and all approved requests shall be reviewed annually in January by the Chief of Police to ensure permission continues to be appropriate.

29.03 PRE-APPROVAL CONSIDERATIONS

- a) Secondary Employment that brings the Employer into disrepute or impairs the operation or efficiency of the Employer or Member will not be authorized.
- b) Secondary Employment will not be authorized when it conflicts with police ethics or raise any question of a conflict of interest. Such conflict with police ethics or of interest:
 - i. shall be determined by the Chief of Police in his sole discretion;
 - ii. shall be deemed to have occurred in situations where the Secondary Employment impairs the Member's judgment, independence, and /or unbiased performance of police duty or, in the opinion of the Chief of Police in his sole discretion, might reasonably be expected to do so;
 - iii. is/are the sole responsibility of the Member to ensure against during the entire period for which permission has been granted by the Chief of Police. The Chief of Police may, at any time, rescind previously granted permission for cause.
- c) Secondary Employment will not be approved for any Member whose sick record indicates a lack of strength or stamina necessary to sustain both jobs.
- d) Members off-duty due to illness or injury, or on limited duty status, must request and obtain written permission to perform / continue to perform Secondary Employment while in that status.
- e) Probationary Members will not be permitted to engaged in Secondary Employment prior to completion of their probation except by waiver of the Chief of Police.

29.04 MEMBER'S RESPONSIBILITIES

- a) Members engaged in Secondary Employment remain subject to all rules, policies, and procedures of the Employer.
- b) Engaging in Secondary Employment will not relieve any Member from the responsibility of being available and responding to a call for active duty by the Employer at any hour.
- c) Members engaged in Secondary Employment in construction or other hazardous areas shall wear all appropriate safety equipment.
- d) Members engaged in Secondary Employment remain subject to supervision by the Employer. Members are encouraged to seek advice from their supervisor in all

circumstances of an unusual nature, or about which the Member has questions or concerns.

- e) A Member engaged in Secondary Employment shall not, under circumstance, use any of the Employer's resources to assist the Member in carrying out any function of the Secondary Employment.

30. FIELD TRAINING

30.01 Field Training Officers (FTO) are entitled to additional payment for these duties as follows:

- a) Block 1- FTO duties entitles the assigned officer to a \$2.00 per hour supplement during the assigned duties.
- b) Block 2- FTO duties entitles the assigned officer to a \$1.00 per hour supplement during the assigned duties.
- c) The specific assigned duties of a FTO, the periods of field training blocks and eligibility for FTO payment will be defined in a letter of understanding.

31. LEGAL AID

31.01 All reasonable expenses and costs with respect to a fatality inquiry, any criminal or civil action taken against or in respect of a Member of the Association, arising out of such Member's actions, while engaged in his duties as a Police Officer, will be paid by the Employer, provided such actions do not constitute a gross disregard or gross neglect of his/her duties as a Police Officer.

31.02 The Employer will indemnify and save harmless any Member from any action, claim, cause or demand whatsoever that may be made, or arise out of the Member carrying out the duties of a Police Officer, except where the actions of the Member constitute a gross disregard or gross neglect of his/her duty as a Police Officer.

31.03 Members shall not be assessed cost of damage to Blood Tribe Police Service property, equipment, or vehicles.

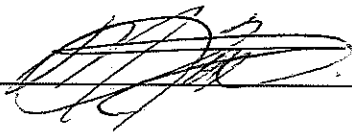
32. COPIES OF COLLECTIVE AGREEMENT

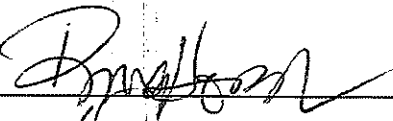
32.01 Following the signing of this Agreement, each Member affected shall be provided with a copy by the Employer. The costs of the printing shall be shared equally between the parties.

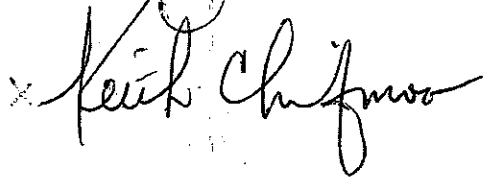
32.02 The Employer shall provide a copy of the Collective Agreement to each new Member upon hiring.

IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR HANDS AND SEALS this 29th
day of November, 2016.

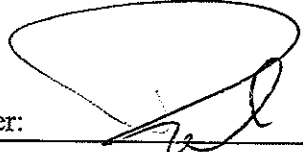
THE BLOOD TRIBE POLICE
COMMISSION


Per: 

Per: 

x 

THE BLOOD TRIBE POLICE
ASSOCIATION

Per: 

Per: 

Appendix "A"

2015 – 2018 Salaries

		Current	2015 APR 01	2015 OCT 01	2016 APR 01	2017 APR 01
			1.75%	1.75%	2.50%	2.50%
Staff Sergeant	/hr	\$ 50.99	\$ 51.88	\$ 52.79	\$ 54.10	\$ 55.46
	annual	\$ 106,059.20	\$ 107,915.24	\$ 109,803.75	\$ 112,548.85	\$ 115,362.57
Sergeant	/hr	\$ 46.36	\$ 47.17	\$ 47.99	\$ 49.19	\$ 50.42
	annual	\$ 96,428.80	\$ 98,116.30	\$ 99,833.34	\$ 102,329.17	\$ 104,887.40
Senior Constable	/hr	\$ 42.33	\$ 43.07	\$ 43.82	\$ 44.92	\$ 46.04
	annual	\$ 88,046.40	\$ 89,587.21	\$ 91,154.99	\$ 93,433.86	\$ 95,769.71
1st Class Constable	/hr	\$ 40.31	\$ 41.02	\$ 41.73	\$ 42.77	\$ 43.84
	annual	\$ 83,844.80	\$ 85,312.08	\$ 86,805.05	\$ 88,975.17	\$ 91,199.55
2nd Class Constable	/hr	\$ 36.28	\$ 36.91	\$ 37.56	\$ 38.50	\$ 39.46
	annual	\$ 75,462.40	\$ 76,782.99	\$ 78,126.69	\$ 80,079.86	\$ 82,081.86
3rd Class Constable	/hr	\$ 32.21	\$ 32.77	\$ 33.35	\$ 34.18	\$ 35.04
	annual	\$ 66,996.80	\$ 68,169.24	\$ 69,362.21	\$ 71,096.26	\$ 72,873.67
4th Class Constable	/hr	\$ 28.22	\$ 28.71	\$ 29.22	\$ 29.95	\$ 30.70
	annual	\$ 58,697.60	\$ 59,724.81	\$ 60,769.99	\$ 62,289.24	\$ 63,846.47
5th Class Constable	/hr	\$ 24.18	\$ 24.60	\$ 25.03	\$ 25.66	\$ 26.30
	annual	\$ 50,294.40	\$ 51,174.55	\$ 52,070.11	\$ 53,371.86	\$ 54,706.16

Letter of Understanding
Between
The Blood Tribe Police Commission
And
The Blood Tribe Police Association

Maternity/Parental Leave

Maternity Leave

- 1) The Employer provides job-protected maternity leave to eligible employees for a period before and after the birth of a child with the commitment that they will be reinstated in the same or similar position and rate of pay and without loss of seniority.

Eligibility

- 2) To qualify for maternity leave, the employee must be a non-probationary member of the Employer that has completed fifty two (52) consecutive weeks and must be the birth mother.

Start of Leave

- 3) A pregnant employee may work as close to her due date as she prefers, provided there is no interference in the performance of her duties. If, during the twelve (12) week period immediately preceding the estimated date of delivery the pregnancy of an employee interferes with the performance of her duties, the Chief of Police may, by notice in writing to the employee, require that she commence her maternity leave.

Length of Leave

- 4) Birth mothers may take up to fifty two (52) consecutive weeks of job-protected leave. This leave can be up to fifteen (15) weeks maternity leave and up to thirty seven (37) weeks parental leave. If parental leave is taken, it must be taken consecutively with maternity leave.
 - 5) Maternity leave is comprised of two periods:
 - a) Health-related leave -- the six (6) week period the employee is absent due to medical reasons. This may be extended for an additional nine (9) weeks for a total health related leave of fifteen (15) weeks maximum, provided a physician provides documentation of a health related absence due to pregnancy.
 - b) Voluntary leave - the leave following the heal-related portion and includes parental leave.
 - 6) Under the Employment Standard Code, the birth mother must take at least six (6) weeks of leave after the birth of her child as the leave-related part of leave. This requirement will only be waived if there is agreement between the Chief of Police and the employee as well as a doctor's certificate indicating that returning to work will not endanger the employee's health.
-

Letter of Understanding
Between
The Blood Tribe Police Commission
And
The Blood Tribe Police Association

Requesting Maternity Leave

- 7) A pregnant employee shall give the Chief of Police at least six (6) weeks written notice before the date she intends to start her leave. A medical certificate that confirms the pregnancy and the estimated date of birth may be required.
- 8) The necessary six (6) weeks' notice will be waived if the employee has health conditions related to her pregnancy. In this instance, the employee will give a medical certificate with the estimated date of birth to the Chief of Police within two (2) weeks after stopping work and starting maternity leave.
- 9) The Chief of Police may waive the necessary six (6) weeks' notice at their discretion.

Benefits While on Leave

- 10) The Employer shall pay ninety five percent (95%) of the employee's regular salary for the first two (2) week period.
 - 11) For the remaining portion of the maternity leave, the Employer shall provide supplementary compensation to the employee, which combined with Employment Insurance benefits, will equal ninety five percent (95%) of the employee's regular earning (fifty five percent (55%) E.I. and forty percent (40%) Employer supplement). This supplementary compensation is contingent upon the employee receiving Employment Insurance benefits, which the Employer may require proof of.
 - 12) While on the health-related portion of leave and the voluntary portion of leave, the employee's benefit coverage will continue with the employer and employee each contributing their portion. The Employee will continue to deduct from their portion of the supplementary compensation to cover the employee portion of benefit costs and to facilitate on-going benefits coverage.
 - 13) Holidays and/or sick days will not accrue during maternity leave.
 - 14) Pension contributions will continue from both the Employee on Maternity Leave and the Employer for the duration of the Maternity Leave.
-

Letter of Understanding
Between
The Blood Tribe Police Commission
And
The Blood Tribe Police Association

Returning to Work

- 15) Employees must give the Chief of Police at least four (4) weeks of written notice before the date they intend to return to work.
- 16) Four (4) weeks written notice must also be given if the employee intends to change their return date or decide not to return to work.

Parental Leave and Compassionate Leave

- 17) Employees will be eligible for Parental Leave and Compassionate Leave in accordance with the provisions under the Employment Standards Act of Alberta and amendments thereto.
- 18) Additionally, Parental leave shall be granted with pay to employees for one (1) working day for either the birth date or adoption of a child.

This Letter of Understanding will be in effect as of the 1st day of April, 2014.

Dated this 9 Day of June, 2014.

X *Lupinus-Boyer, Chair*
Commission Member

X *[Signature]*
Association Member

X *Burri Mong Tingsu*
Commission Member

X *[Signature]*
Association Member

X *[Signature]*

Letter of Agreement
Between
The Blood Tribe Police Commission And The Blood Tribe Police Association

Compressed Work Week

1. The provisions contained in this Letter of Agreement apply to all members of the Blood Tribe Police Association ("the Association") working in the Community Policing Division and agreed upon by the Blood Tribe Police Association and the Blood Tribe Police Management Team.
2. The provisions pertaining to compressed work week set out in this Letter of Agreement will supersede the provisions of the Collective Agreement to which this Letter is attached. Where a conflict exists between provisions in the Collective Agreement and this Letter, the provisions of this Letter will apply. Where the Letter is silent, the Collective Agreement shall prevail.
3. For the members assigned to the Community Policing Division, the patrol shift schedule will be as follows:

	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	
WATCH #1					W	W	W	W	W						W	W	W	W							W	W	W	W	W
WATCH #2	W	W						W	W	W	W						W	W	W	W	W						W	W	W
WATCH #3	W	W	W	W						W	W	W	W	W					W	W	W	W	W						
WATCH #4			W	W	W	W	W					W	W	W	W	W							W	W	W	W			

4. Members may be required to work one of the following shifts:
 - a. Eight (8) hours per day
 - b. Ten (10) hours per day
 - c. Twelve (12) hours per day
5. Supervisors may reschedule a shift during the member's tour of duty to a maximum of four (4) hours on either end. Members shall be given notice 24 hours prior to the commencement of the shift to be worked. If proper notice is not given, the rescheduled hours worked will be paid at the overtime rate.
6. Supervisors may reschedule a member's entire tour of duty with proper notice, but no less than five (5) days in advance.
7. The Sergeant is ultimately responsible and accountable for the administration of the accumulated time off for each member under their supervision and will use their best efforts to ensure that each member finishes each fiscal year with a zero balance in their bank. However, if this is not possible a maximum of thirty (30) hours will be allowed to

Letter of Agreement
Between
The Blood Tribe Police Commission And The Blood Tribe Police Association


be carried over to the new fiscal year, with the permission of the Chief of Police or his designate. Under no circumstances shall the time be paid out in cash or transferred to another member, unless with the permission of the Chief of Police.

8. Vacation shall be submitted by April 1st to allow for scheduling of mandatory training and meetings. Only one member shall be approved for time off per watch.
9. The Chief of Police or his designate may reschedule a member's scheduled shift in order to supply mandatory training or meetings for the members. Members shall be notified of the time and date that training or meeting is to commence thirty (30) days in advance along with the topic to be covered, to ensure adequate resources.
 - a. As of May 1 of each fiscal year, mandatory training days and meetings shall be scheduled.
10. All members who attend elective training courses shall attempt to have their scheduled days off varied in order that they neither gain nor lose time off as a result of reverting to an eight (8) hour day. This will be dealt with on a case by case basis.
11. The terms of this Letter of Agreement shall be binding on the Parties and shall not be altered by any party except through the consultation committee.

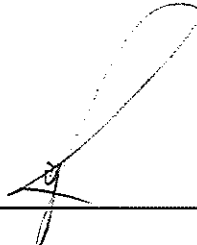
The undersigned Parties agree that this Letter will be attached to, and form part of the Collective Agreement between the Parties.

This Letter of Understanding will take effect as of the date it was ratified.

Dated this 22nd day of August, 2017.

X 

X _____

X 

X _____