

2023-2025 AGREEMENT

BETWEEN

THE BLOOD TRIBE POLICE COMMISSION

AND

THE BLOOD TRIBE POLICE ASSOCIATION



AGREEMENT BETWEEN:
BLOOD TRIBE POLICE COMMISSION
-AND-
BLOOD TRIBE POLICE ASSOCIATION

Table of Contents

| | | |
|-------------|--|-----------|
| 1.0 | <i>Definitions</i> | 5 |
| 2.0 | <i>Terms of Agreement</i> | 8 |
| 3.0 | <i>Policy Manual</i> | 8 |
| 4.0 | <i>Grievance Procedure</i> | 8 |
| | Blood Tribe Police Association Procedures:..... | 9 |
| | Blood Tribe Police Commission Procedure: | 11 |
| 5.0 | <i>Discrimination</i> | 13 |
| 6.0 | <i>Association Recognition and Dues</i> | 14 |
| 7.0 | <i>Regular Meetings</i> | 15 |
| 8.0 | <i>Overtime</i> | 15 |
| 9.0 | <i>Named Holidays</i> | 16 |
| 10.0 | <i>Vacation Entitlements</i> | 17 |
| 11.0 | <i>Working Hours</i> | 18 |
| 12.0 | <i>Volunteer Committee</i> | 19 |
| 13.0 | <i>Sick Leave</i> | 20 |
| 14.0 | <i>Senior Constable Pay Progression</i> | 21 |
| 15.0 | <i>Court Time</i> | 21 |
| 16.0 | <i>Benefits</i> | 22 |
| 17.0 | <i>Police Officer Assistance</i> | 22 |
| 18.0 | <i>Pension</i> | 23 |
| 19.0 | <i>Leaves of Absence</i> | 23 |
| 20.0 | <i>Management Rights</i> | 31 |
| 21.0 | <i>Shift Differential</i> | 31 |
| 22.0 | <i>Wages</i> | 31 |
| 23.0 | <i>Stacking of Premiums</i> | 32 |
| 24.0 | <i>Conduct</i> | 32 |

25.0 Training..... 32

26.0 Probationary Periods 33

27.0 Layoffs and Recalls 33

28.0 Subsistence..... 34

29.0 Secondary Employment 34

30.0 Field Training..... 36

31.0 Cleaning and Clothing Allowance..... 36

32.0 Legal Aid..... 36

33.0 Copies of the Collective Agreement..... 36

Appendix "A"..... 38

Pay Schedule 38

Appendix "B"..... 39

Averaging Work Week..... 39

Appendix "C"..... 41

Retroactive Pay..... 41

Appendix "D" 43

Volunteer Community Hours..... 43

THIS AGREEMENT MADE AND ENTERED THE 22nd DAY OF February,
 20 24, AND EFFECTIVE THEREAFTER THROUGH TO AND INCLUDING THE 31st DAY OF
March, 20 25.

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 members 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 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:

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 community-based policing services within Blood Tribe Indian Reserve numbers 148, 148A and any additions to Blood Tribe reserve lands. The Blood Tribe Police Service is guided by the following: Kainaiyssini, The Blood Tribe Police By-laws, the Police Act (Alberta), the Alberta First Nations Policing Policy, the federal First Nations Policing Policy and the Blood Tribe Police Services Agreement between the Blood Tribe, His Majesty the King in Right of Canada, and His Majesty the King in Right of Alberta.

The parties recognize that the Blood Tribe and its members hold Treaty and Aboriginal rights, including the inherent 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.

In the spirit of reconciliation, growth, and development the Association and the Employer agree that it is critical to understand the policing issues that Blood Tribe members have endured over several decades. Blood Tribe Leadership requested an inquiry be undertaken, which resulted in the 1991 Report of a

Public Inquiry on “Policing in Relation to the Blood Tribe.” The Inquiry’s recommendations resulted in the establishment of an independent Blood Tribe Police Service. While positive progress has been made, unfortunately systemic racism is still thriving in Canada and Blood Tribe members still suffer the harmful effects.

The Association and the Employer agree that all policing programs and services will be developed and delivered in accordance with the values and principles of Kainayssini. Furthermore, it is agreed that the Association will enhance delivery of services to the Blood Tribe members by ensuring they learn about the Blood Tribe’s history, culture, customs, values, traditions, and protocols.

The Association and the Employer agree that overall community capacity needs to be enhanced by encouraging and supporting Blood Tribe Police Members to apply for positions within the Association, and are supported for promotional, training, and other opportunities. Which aligns with the overall objectives and recommendations as outlined in the 1991 Report of a Public Inquiry on “Policing in Relation to the Blood Tribe.”

The Employer and the Association agree that they will strive to work together in a spirit of partnership with all nations, honoring 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 endeavor to promote the well-being of the communities served.

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.

1.0 Definitions

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 gender-neutral language shall be deemed to include feminine and masculine genders, unless otherwise stated in the context.

1.01 **“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.

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

- 1.03 **“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.
- 1.04 **“Basic Rate of Pay”** is the step on the scale applicable to the Member as set out in the Appendix “A”, exclusive of all other allowances and premium payments.
- 1.05 **“Call-Out”** shall mean any call to duty on a Member’s off-duty hours.
- 1.06 **“Casual Police Officer”** means a Member who is hired to work on an on-call basis and who is not scheduled.
- 1.07 **“Chief of Police”** means the Member appointed by the Commission to be in charge of the Blood Tribe Police Service as outlined in the Police Act, and the Blood Tribe Police By-Law, or the Member of the Blood Tribe Police Service acting in their stead.
- 1.08 **“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.
- 1.09 **“Continuance Employment”** shall include time that a Member is off duty through illness or injury, unless stipulated, specifically in this Agreement.
- 1.10 **“Court”** shall mean any Federal, Provincial, Municipal, Administrative, or Civic Tribunal acting in the judicial or quasi-judicial capacity. This shall include Police Service or Police Commission inquires or hearings, and court time shall mean any attendance at any court as a witness arising out of a Member’s duties, whether called upon to give evidence or note.
- 1.11 **“Employer”** shall be the Blood Tribe, as represented by the Blood Tribe Police Commission.
- 1.12 **“Full-time Police Officer”** means a Member who has been assigned to an established position, works on average of forty hours per week and has completed the probationary period described in Section 7 of the Police Service Regulation.
- 1.13 **“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).
- 1.14 **“Infant”** means from birth to approximately one years old.
- 1.15 **“Member”** shall mean those members 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 Member’s regular hours of work.
- 1.18 **“Part Time Police Officer”** means a Member who has been assigned to an established position, works less than forty hours (40) per week and has completed the Probationary Period described in section 4 of the Police Service Regulation.
- 1.19 **“Peacemaker”** shall be a Blood Tribe Member, as defined in Section 1.03, or as deemed appropriate, a designate who has been appointed to the Peacemaking Dispute Resolution Panel.
- 1.20 **“Peacemaking Dispute Resolution Panel”** shall be the panel to hear and make decisions for unresolved Grievances set out in Section 4.
- 1.21 **“Permanent Member”** means a Member coming within the scope of this Agreement, except one appointed pursuant to The Police Act or any statutory modification thereof.
- 1.22 **“Police Officer”** means an individual appointed as a Member or a Chief of Police by the Commission pursuant to The Police Act and of the Blood Tribe Police By-Law.
- 1.23 **“Probationary Member”** is defined as per 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.
- 1.24 **“Reserve”** means the Blood Indian Reserve No. 148 and 148(a).
- 1.25 **“Shift”** means a daily tour of duty, exclusive of overtime hours.
- 1.26 **“On-Call”** shall mean when a Member is designated to be available for duty during those hours other than the Member’s regularly scheduled shift.

- 1.27 **“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.
- 1.28 **“Week”** means a period of seven (7) days commencing 0001 hours on Sunday.

2.0 Terms 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, 2023 to and including March 31, 2025 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, 2025 or the expiry date of any subsequent year.
- 2.02 The Employer and the Association will not alter any terms or conditions of employment, as contained herein, unless there is consent between both parties of this agreement.
- 2.03 The Association recognizes the terms of this agreement will be terminated or not extended in the event the Blood Tribe Police Service ceases to exist as a result of loss of funding. The Employer agrees to notify the Association as soon as they receive notice of funding termination.
- 2.04 No provision in this Agreement shall be retroactive unless specified in this agreement or by way of letter of understanding.

3.0 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.

4.0 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.

BLOOD TRIBE POLICE ASSOCIATION PROCEDURES:

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:

- 4.03 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 Executive within ten (10) business days from the time that the grievance should reasonably have come to the attention of the aggrieved party.
- 4.04 If, after investigation, the Association Executive considers the grievance to be a just one, it shall have the right to be heard by the Chief of Police or their designate. An application for a hearing shall be delivered to the Chief of Police within fifteen (15) business 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.
- 4.05 The Chief of Police or their designate shall review the grievance and communicate their decision to the Association Executive, in writing, within twenty (20) business days of receipt of the grievance.
- 4.06 The Association Executive 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 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) business days following the receipt of the decision of the Chief of Police. The Association Executive shall forthwith advise the Chief of Police its decision to appeal to the Police Commission.

- 4.07 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) business days.
- 4.08 The appeal shall be heard by the Police Commission within 10 business days of the receipt of the application, and the Police Commission shall render its decision, in writing, within twenty (20) business days.
- 4.09 In the even that the parties are unable to resolve the difference at the Commission Appeal stage, either party may take an unresolved matter to the Peacemaking Dispute Resolution Pannel within twenty (20) business days. The parties will jointly agree upon a Peacemaker and will equally share the costs associated.
- 4.10 If either party submits the grievance to Peacemaking Dispute Resolution Panel, it shall do so by a notice in writing to the other party.
- 4.11 The Police Commission shall, within seven (7) business days of receipt of such notice, inform the Association of the name of its appointee to the Peacemaking Dispute Resolution Panel. The two appointees shall, within five (5) business days of the Police Commission naming its appointee, appoint a third person who shall be Chairman of the Peacemaking Dispute Resolution Panel. This person shall be selected from the predetermined list mutually agreed upon by both parties.
- 4.12 If either member of the Peacemaking Dispute Resolution Panel is unable or unwilling to act, a new member shall be appointed by the applicable party within seven (7) business days of receipt of notice of inability or unwillingness to act. If the Chairman is unable or willing to act, the appointees, shall within five (5) business days of receiving notice of the Chairman's decision not to act, appoint a new Chairman.
- 4.13 If the employer fails to appoint a Peacemaker in the limited time, 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.
- 4.14 The Peacemaking Dispute Resolution Panel shall hear the matter within twenty (2) business days and determine the grievance and shall issue an award in writing within ten

(10) business days after the meeting. The decision of the majority is the award of the Peacemaking Dispute Resolution Panel but, if there is no majority, the decision of the Chairman shall be award of the Peacemaking Dispute Resolution Panel. The decision of the Peacemaking Resolution Panel is final and binding upon the parties and any persons affected by it, and such parties or persons affected shall do or abstain from doing anything as required by the Peacemaking Dispute Resolution Panel.

- 4.15 The Peacemaking Dispute Resolution Panel by its decision, shall not alter, amend, or change the terms of the Collective Agreement.
- 4.16 Each party appointing a Peacemaker shall bear the expense of its representative appointee and shall bear one-half (1/2) of the expense of the Chairman of the Peacemaking Dispute Resolution Panel.

BLOOD TRIBE POLICE COMMISSION PROCEDURE:

Grievances between the Commission and the Employees of BTPS or grievances between the Association and a Member of the Commission, shall be processed in the following manner:

- 4.17 Any member of commission or the accredited representative of the Commission having a grievance arising out of the interpretation, application, operation or alleged violation of this Agreement shall take the matter up with the Association Executive within ten (10) business days from the time that the grievance should reasonably have come to the attention of the aggrieved party.
- 4.18 If, after investigation, the Association Executive considers the grievance to be a just one, it shall have the right to be heard by the Peace Resolution or his designate. An application for a hearing shall be delivered to the Chief of Police within fifteen (15) business 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.
- 4.19 The Chief of Police or their designate shall review the grievance and communicate his decision to the Association, in writing, within twenty (20) business days of receipt of the grievance.
- 4.20 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) business 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.

- 4.21 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) business days.
- 4.22 The appeal shall be heard by the Police Commission within ten (10) business days of the receipt of the application, and the Police Commission shall render its decision, in writing, within twenty (20) business days.
- 4.23 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 Peacemaking Dispute Resolution Panel within twenty (20) business days. The parties will jointly agree upon a Peacemaker and will equally share the costs associated.
- 4.24 If either party submits the grievance to Peacemaking Dispute Resolution Panel, it shall do so by a notice in writing to the other party.
- 4.25 If the Blood Tribe Police Association breaches this agreement, the Blood Tribe Police Commission can follow the process listed below.
- 4.26 The Police Commission shall, within seven (7) business days of receipt of such notice, inform the Association of the name of its appointee to the Peacemaking Dispute Resolution Panel. The two appointees shall, within five (5) business days of the Police Commission naming its appointee, appoint a third person who shall be Chairman of the Peacemaking Dispute Resolution Panel. This person shall be selected from the predetermined list mutually agreed upon by both parties.
- 4.27 If either member of the Peacemaking Dispute Resolution Panel is unable or unwilling to act, a new member shall be appointed by the applicable party within seven (7) business days of receipt of notice of inability or unwillingness to act. If the Chairman is unable or willing to act, the appointees, shall within five (5) business days of receiving notice of the Chairman's decision not to act, appoint a new Chairman.

- 4.28 If the Employer fails to appoint a Peacemaker 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.
- 4.29 The Peacemaking Dispute Resolution Panel shall hear the matter within twenty (20) business days and determine the grievance and shall issue an award in writing within ten (10) business days after meeting. The decision of the majority is the award of the Peacemaking Dispute Resolution Panel but, if there is no majority, the decision of the Chairman shall be the award of the Peacemaking Dispute Resolution Panel. The decision of the Peacemaking Dispute Resolution Panel 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 Peacemaking Dispute Resolution Panel.
- 4.30 The Peacemaking Dispute Resolution Panel by its decision, shall not alter, amend or change the terms of the Collective Agreement.
- 4.31 Each party appointing a Peacemaker shall bear the expense of its representative appointee and shall bear one-half (1/2) of the expense of the Chairman of the Peacemaking Dispute Resolution Panel.

5.0 Discrimination

- 5.01 The Employer shall not at any time, nor in any manner whatsoever, discriminate against any Member because of their being a Member of the Association.
- 5.02 There shall be no discrimination by the Employer or the Association against any employee 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;

- a. The hiring of individuals who are members of the identifiable group that the Employer is mandated to serve;
- b. The promotion of individuals who are members of the identifiable group that the Employer is mandated to serve; and
- c. The selection for other opportunities for individuals who are members of the identifiable group that the Employer is mandated to serve. This includes training opportunities, specialized units, and secondment positions.

6.0 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 the 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.
 - a. The Employer shall not be financially liable, without cause, in a dispute involving members' dues being withdrawn or deposited.
- 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 Association (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 in 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 scheduled meetings related to negotiations with the Employer. Members will be required to give (1) weeks' notice to allow rescheduling.
- 6.07 Members who are required to replace Members negotiating in paragraph (6.06), will be rescheduled, and therefore will be entitled to receive their regular rate of pay for the hours worked.
- 6.08 Members of the Association shall not engage in Association business, meetings, consultations, or other activities that would interfere with the daily day-to-day operations of the Blood Tribe Police Service.

7.0 Regular Meetings

- 7.01 Members of the Blood Tribe Police Service and Association executive shall meet once per month to discuss issues that may arise from this agreement.

8.0 Overtime

- 8.01 All overtime shall be paid at the rate of two (2) times their hourly rate of pay.
- 8.02 Hours worked over eight (8) 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 Overtime shall be distributed among members of the Blood Tribe Police Service as equitably as possible.
- 8.04 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.
- 8.05 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 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, their designate and the Member.

- a. CALL-BACK: In the event a Member of the Blood Tribe Police Service is "called-back" to work, they shall be paid at two (2) times their 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-back". The hours worked on a "call-back" 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. ON-CALL: Members required to remain on-call 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-call.

9.0 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
Truth and Reconciliation Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

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

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

- 9.04 When a Member is called out or required to work an extension outside of their regular scheduled shift as per paragraph (Section 8.05 a), they shall be paid at a rate of two (2) times their regular rate of pay.
- 9.05 When a Statutory or declared holiday falls on a Member's regular day off and they are called to work, they shall be paid at the rate of two (2) times their regular rate of pay for the actual time worked.
- 9.06 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.
- 9.07 If a Statutory or declared holiday falls during the annual vacation of a Member, they shall be entitled to an additional day off.
- 9.08 When a statutory or declared holiday falls on a Member's day off and they are not required to work, they shall be entitled to bank 8 hours into a Statutory Holiday Bank paid eight (8) hours pay or they may apply for eight (8) hours accumulated time.
- 9.09 Should a holiday be proclaimed at the Federal or Provincial levels additional to those holidays set out in this agreement, both parties will recognize this through a letter of agreement.

10.0 Vacation Entitlements

- 10.01 In the first (1st) calendar year of service a Member in the Blood Tribe Police Service shall receive no annual vacation leave.
- 10.02 All Members 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 Member 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 Member 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), they shall be paid four (4%) percent of their regular earnings.

10.07 With the permission of the Chief of Police, a Member may be permitted to move a maximum of one (1) year of their annual leave allotment into the next year.

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

11.0 Working Hours

- 11.01 If either party identifies a need for a different or new shift schedule for any Unit/Section/Division within the Blood Tribe Police Service, it will be discussed during regular meetings as per Section 7 of the Agreement. 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.
- 11.02 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.
- 11.03 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 Those members assigned to a Specialized Unit will refer to the appropriate Letter of Understanding attached to this Agreement as it comes to the working hours.
- 11.06 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.

12.0 Volunteer Committee

- 12.01 The Association recognizes and values the importance of community engagement. To facilitate and encourage volunteerism within the Association, a Volunteer Committee will be developed.

12.02 Appendix "D" will address the conditions of the Volunteerism.

13.0 Sick Leave

- 13.01 Members who cannot work their assigned shift must advise their supervisor immediately of their illness or injury and anticipated lost time from work.
- 13.02 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 one hundred and twenty (120) hours per fiscal year.
- 13.03 When a Member has accrued the maximum sick leave credits of one hundred and twenty (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.
- 13.04 Members must provide a doctor's note for the dates the Member is absent from duty, when requested by the Employer, and the doctor must state that the member is fit to commence their duties and responsibilities as based on the job criteria satisfaction of the Chief of Police or their designate.
- 13.05 Any Member required to operate a motor vehicle in the course of their duties who is absent due to illness or injury for three (3) or more days needs a doctor's note stating they are fit for duty and well enough to drive.
- 13.06 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 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 their 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. 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.

14.0 Senior Constable Pay Progression

- 14.01 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.
- 14.02 Members will continue to receive a two percent (2%) increase every five (5) years as long as they remain at the Senior Constable rank.

15.0 Court Time

- 15.01 When a Member is required to attend court as per the duties and responsibilities of their position outside of the hours of their shift, they will be paid at two (2) times their hourly rate of pay for 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.
- 15.02 When a Member is on annual vacation and they are required to appear in court, they shall be paid four (4) hours at two (2) times their hourly rate of pay, plus they shall receive one (1) additional day of vacation. Annual vacation will not be granted for a day that the Member has a court commitment.
- 15.03 Any Member who is scheduled to appear in court during hours outside their scheduled shift shall in the event of cancellation of the court appearance, be given notice of such cancellation either prior to the end of their 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 time frame, 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 a Member's cellular telephone voice mail or telephone answering machine having duly notified the Member notification of the court cancellation.
- 15.04 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 their duties as a Member, 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.

16.0 Benefits

16.01 The Employer shall provide the following group plans for which participation is compulsory for all eligible Members. Supplementary Benefit Plan (premium costs to be paid for 100% by the Employer) which provides for, at a minimum:

- a. Canada Life, AD&D and Dependent Life;
- b. Short Term Disability and Long-Term Disability (as per benefit plan);
- c. Health Benefits – Prescription Drugs, Pay Direct Drug Card, Extended Health Care, Vision Care, and Emergency Travel Assistance;
- d. Dental Benefits – Basic Services, Major Restorative and Orthodontics.

16.02 The Employer will engage the Association in meaningful discussion through regular meetings when it comes to any modifications and/or changes to the benefit plan or health provider.

17.0 Police Officer Assistance

17.01 The Blood Tribe Police Service provides assistance to all Members to effectively respond to certain personal needs insofar as those needs affect the ability of the Members to discharge the responsibilities of their employment.

17.02 The Blood Tribe Police Service has access to services that include:

- a. critical incident stress management;
- b. anger management;
- c. substance abuse management;

d. physical and mental wellness.

17.03 This service may be accessed through LifeWorks by contacting the toll-free number:

a. 1-833-300-9511

18.0 Pension

18.01 Pension Plan: Members will contribute eight percent (8%) of their pensionable earnings and the Employer will contribute eight percent (8%). Members have the option to increase their portion beyond eight percent (8%) as per the contracted plan, but this will not increase the Employers contribution.

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

18.03 The Employer will engage the Association in meaningful discussion through Regular Meetings when it comes to any modifications and/or changes to the pension plan or pension provider.

19.0 Leaves of Absence

19.01 All leaves of absence for Members will be at the discretion of the Chief of Police or their designate unless otherwise stipulated in this Agreement.

19.02 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.

19.03 MATERNITY LEAVE

a. The Employer provides job-protected maternity leave to eligible Members 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, rate of pay, and without loss of seniority.

b. Eligibility

i To qualify for maternity leave, the Member must be employed for ninety (90) days and must be the birth mother.

- ii Members on probation will not qualify for the employer top-up until after the probationary period.

19.04 START OF LEAVE

- a. A pregnant Member will start work as soon as possible on Administrative Duties. This requirement will only be waived if there is an agreement between the Chief of Police and the Member, as well as an accompanying doctor's certificate indicating that it will not endanger the Member's health.
- b. A pregnant Member may work as close to her due date as she prefers, provided there is no interference in the performance of her duties, the Chief of Police may, by notice in writing to the employee, require that she commence her maternity leave.

19.05 Length of Leave

- a. Birth mothers may take up to fifteen (15) consecutive weeks of job-protected leave. This leave can be used with a maximum of sixty-nine (69) weeks of parental leave.
- b. Maternity leave is comprised of two periods:
 - i Health-related leave – The six (6) week period the Member 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.
 - ii Voluntary leave – The leave following the health-related portion and includes parental leave.
- c. 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 the leave. This requirement will only be waived if there is an agreement between the Chief of Police and the Member as well as a doctor's certificate indicating that returning to work will not endanger the Member's health.

19.06 Requesting Maternity Leave

- a. A pregnant Member 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.
- b. The necessary six (6) weeks notice will be waived if the Member has health conditions related to her pregnancy. In this instance, the Member 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.
- c. The Chief of Police may waive the necessary six (6) weeks' notice at their discretion.

19.07 BENEFITS WHILE ON LEAVE

- a. The employer shall pay ninety-five percent (95%) of the Member's regular salary for the first two (2) week period.
- b. For the remaining portion of the maternity leave, the employer shall provide supplementary compensation to the Member, which combined with Employment Insurance benefits, will equal ninety-five percent (95%) of the Member's regular earnings for a maximum of fifteen (15) weeks. This supplementary compensation is contingent upon the Member receiving Employment Insurance benefits, which the Employer may require proof of.
- c. While on health-related portion of leave and the voluntary portion of leave, the Member's benefit coverage will continue with the employer and Member each contributing their portion. The Member will continue to deduct from their portion of the supplementary compensation to cover the Member portion of benefit costs and to facilitate on-going benefits coverage.
- d. Holidays and/or sick days will not accrue during maternity leave.
- e. Pension contributions will continue from both the Member on Maternity Leave and the Employer for the duration of the Maternity Leave.

19.08 RETURNING TO WORK

- a. Members must give the Chief of Police at least four (4) weeks of written notice before the date they intend to return to work.

- b. Four (4) weeks written notice must also be given if the Member intends to change their return date or decide not to return to work.

19.09 PARENTAL LEAVE

- a. Members will be eligible for Parental Leave in accordance with the provisions under the Employment Standards Code of Alberta and amendments thereto.
- b. To qualify for parental leave, the Member must be employed consecutively for ninety (90) days.
- c. Members on probation will not qualify for the employer top-up until after the probationary period.
- d. A Member eligible for parental leave must chose one of the following options:
 - i Standard Parental Leave (40 weeks): up to 40 weeks at 95% top up or,
 - ii Extended Parental Leave (69 Weeks): First 40 weeks at 95% top up and the remaining 29 weeks at a top rate of 75%.
- e. For an adoptive parent, parental benefits can be paid starting from the date the infant is placed with them for the purpose of adoption. In cases where the infant is not legally adoptable, parental benefits could be payable from the date you attest that you consider the placement a permanent one.
 - i Section 19.09 (d) (i)(ii) applies to adoptive parents.
- f. If Members described in this section are parents of the same child, the parental leave granted may be taken wholly by one of the Members or be shared by the Members.
- g. If the Members described in this section are parents of the same child and both Members of the Blood Tribe Police Service, the Chief of Police is not required to grant parental leave to more than one Member at a time.

19.10 NOTICE OF PARENTAL LEAVE

- a. The Member must give the employer at least six (6) weeks written notice of the date the Member will start parental leave unless:
 - i The medical condition of the birth mother or child makes it impossible to comply with this requirement.
 - ii The date of the child's placement with the adoptive parent was not foreseeable.
- b. If the Member cannot comply with the written notice requirement for the reasons listed in (i) and (ii), the Member must provide written notice to the Chief of Police as soon as possible indicating the date the Member will start or has started parental leave.
- c. Members who intend to share parental leave must advise the Chief of Police of their intention to share parental leave within the written notice.

19.11 START OF LEAVE

- a. A Member is entitled to start parental leave on the date specified in the written notice given to the Chief of Police.

19.12 BENEFITS WHILE ON LEAVE

- a. Section 19.09 applies.

19.13 RETURNING TO WORK

- a. Section 19.08 applies.

19.14 EDUCATION LEAVE

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

19.15 EDUCATION BENEFITS

- a. The Blood Tribe Police Service strongly supports Members' participation in continuing education and may assist Members 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 Member's

duties, responsibilities in the Blood Tribe Police Service, and subject to available funding.

- c. Members may be required to sign training/education commitment contracts prior to approval.

19.16 CULTURAL LEAVE

- a. 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:
 - i the Member provides a written request one (1) week in advance of the requested leave and provides specific dates and times;
 - ii the leave does not conflict with any department requirements or program activities;
 - iii Provided that only one (1) leave may be accommodated per fiscal year and cannot be separated into four (4), one (1) day leaves or portioned leaves throughout the year.
 - iv Cultural leave days in one (1) fiscal year shall not exceed four (4) days.
 - v All days under this article will be paid at regular pay.
 - vi Travel time incurred for any of the above noted days shall not be considered.

19.17 BEREAVEMENT LEAVE

- a. All Members are entitled to bereavement leave up to a maximum of five (5) days with their rate of pay being their normal hourly rate of pay, on the death of an immediate relative as follows: son, daughter, spouse (including common law

spouse), mother, father, sister, brother, mother-in-law, father-in-law, grandmother, grandfather, sister-in-law, brother-in-law, son-in-law, daughter-in-law, and legal guardians or any other relative at the discretion of the Chief of Police or his designate upon employee making application for leave.

- b. Requests for additional time off may be submitted to the Chief of Police or their designate for consideration.
- c. If a Member requires traveling time exceeding the maximum of the five (5) days covered in 19.17(a), the Member may apply to the Chief of Police for traveling time up to a maximum of two (2) days.
- d. It shall be the responsibility of the Member to give notification of the necessity to use compassionate leave to the satisfaction of the Chief of Police before the Member shall be entitled to the bereavement leave as specified above.

19.18 COMPASSIONATE CARE LEAVE

- a. Members will be eligible for Compassionate Care leave in accordance with the provisions under the Employment Standards Code of Alberta and amendments thereto. EI caregiving benefits provide financial assistance while an employee is away from work to care for or support a critically ill or injured person needing end of lifecare.
- b. All members are entitled to compassionate leave up to a maximum of five (5) days with their rate of pay being their normal rate of pay, on the death of an immediate relative as follows: son, daughter, spouse (including common law spouse), mother, father, sister, brother, mother-in-law, father-in-law, grandmother, grandfather, sister-in-law, brother-in-law, son-in-law, daughter-in-law, and legal guardians or any other relative at the discretion of the Chief of Police or their designate upon the request of the member making application for compassionate leave.
- c. Requests for additional time off may be submitted to the Chief of Police or their designate for consideration.
- d. If a member requires travelling time exceeding the maximum of five (5) days covered in a 19.17(a) the member may apply to the Chief of Police for travelling time to a maximum of two (2) days.
- e. It shall be the responsibility of the member to give notification of the necessity to use compassionate leave to the satisfaction of the Chief of Police for before the member shall be entitled to the compassionate leave as specified above.

19.19 SPIRITUAL LEAVE

- a. The Employer shall consider requests for a Member who are active participants in any Blood Tribe Traditional ceremonies or partake in other spiritual leaves. This leave shall be granted as time off with pay.
- b. When:
 - i The Member provides a written request one (1) 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 (1) leave may be accommodated per fiscal year and cannot be separated into four (4) one day leaves or portioned leaves throughout the year.
- c. Spiritual leave days in one fiscal year shall not exceed four (4) days.
- d. All days under this article will be paid at regular pay.
- e. Travel time incurred for any of the above noted days shall not be considered.

19.20 LEAVE FOR TRADITIONAL ABORIGINAL PRACTICES (UNPAID)

- a. In this section Aboriginal means Indigenous, Indian as defined under the Indian Act of Canada, Inuit or Metis.
- b. If you are an Indigenous Member with at least three (3) months of continuous employment, you are entitled to take up to 5 days of leave per calendar year. The leave is intended for an employee to participate in traditional Aboriginal Practices including:
 - i Fishing
 - ii Hunting
 - iii Harvesting
 - iv All practices prescribed by regulation

- c. A Member may take the leave over more than 1 period; however, each period must be at least 1 day. Proof of Aboriginal Ancestry may be required and requested up to 15 days after your return to work.
- d. The Member will provide the request one (1) week advance of the requested leave. Leave will be granted in consideration of operational requirements.

20.0 Management Rights

20.01 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.

21.0 Shift Differential

21.01 Members will receive a shift differential for the hours worked between 19:00 hours and 07:00 hours of One Dollar and Fifty Cents (\$1.50) cents per hour.

21.02 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.

22.0 Wages

22.01 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.

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

22.03 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.

22.04 Pay increments will be implemented on the anniversary of each hire date and successful annual evaluation, and annually thereafter until reaching the first (1st) Class Constable increment.

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

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

22.06 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.

23.0 Stacking of Premiums

23.01 In instances where more than one (1) premium is provided for work performed, a Member shall be paid all available 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.

23.02 Premiums shall not be doubled in the event of overtime.

24.0 Conduct

24.01 The Blood Tribe Police By-laws, The Police Act, The Police Service Regulation and any amendments thereto, shall regulate the conduct of Members.

24.02 In relation to the disciplinary proceedings, the Police Act and Police Service Regulation prevail.

25.0 Training

25.01 Members attending required service training courses or programs on off-duty hours whether as an instructor, a student or otherwise, shall be paid the regular 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".

25.02 Any training should be scheduled at a reasonable time period in advance so that consideration of personal and work schedules is maintained. If a reasonable time period cannot be met, the terms in Appendix "C" apply.

25.03 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.

25.04 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.

- 25.05 Members may be required to sign training/educational commitment contracts before being approved to attend specialized training.

26.0 Probationary Periods

- 26.01 A new Member shall serve a probationary period of eighteen (18) months. The Employer shall provide an evaluation of each probationary Member for every month during the Member's probationary period.
- 26.02 If a new probationary Member is unsuitable in the opinion of the Employer, such Member may be terminated at any time during the probationary period without recourse to the grievance procedure.

27.0 Layoffs and Recalls

- 27.01 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 they left, and such Member's service-related benefits and entitlements shall start anew in the case of rejoining the Blood Tribe Police Service.
- 27.02 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. Member with five (5) or more years' service – four (4) months' notice.
- 27.03 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 of all or a portion of the notice period.
- 27.04 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).
- 27.05 The last person hired, shall be the first laid off.
- 27.06 The last person laid off shall be the first person recalled.
- 27.07 No positions shall be filled until those laid off Members have been given the opportunities of recall.

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

27.09 In the event of the Blood Tribe Police Service ceases to exist due to a loss of funding, the terms agreed upon in this Section do not apply. In this situation, Section 2.03 applies.

28.0 Subsistence

28.01 As Per Employer Policy.

29.0 Secondary Employment

GENERAL

29.01 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 Members, auxiliary constables and civilian staff members' primary responsibility to the community, the Employer may impose conditions on outside employment, or may prohibit it altogether.

29.02 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.

WRITTEN PERMISSION REQUIRED

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

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

29.05 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.

29.06 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.

PRE-APPROVAL CONSIDERATIONS

- 29.07 Secondary Employment that brings the Employer into disrepute or impairs the operation or efficiency of the Employer or Member will not be authorized.
- 29.08 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:
- a. Shall be determined by the Chief of Police in their sole discretion;
 - b. 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 their sole discretion, might reasonably be expected to do so;
 - c. 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.
- 29.09 Secondary Employment will not be approved for any Employee whose sick record indicates a lack of strength or stamina necessary to sustain both jobs.
- 29.10 Member's 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.
- 29.11 Probationary Members will not be permitted to engage in Secondary Employment prior to completion of their probation except by waiver of the Chief of Police.

MEMBER'S RESPONSIBILITIES

- 29.12 Members engaged in Secondary Employment remain subject to all rules, policies, and procedures of the Employer.
- 29.13 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.
- 29.14 Members engaged in Secondary Employment in construction or other hazardous areas shall wear all appropriate safety equipment.
- 29.15 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.
- 29.16 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.

30.0 Field Training

- 30.01 Field Training Officers (FTO) are entitled to additional payment for these duties as follows:
 - a. Block 1 & 2 – FTO duties entitles the assigned officer to a two dollars (\$2.00) per hour supplement during the assigned duties.
- 30.02 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.

31.0 Cleaning and Clothing Allowance

- 31.01 As per Blood Tribe Police policy.

32.0 Legal Aid

- 32.01 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 this duties as a Member, will be paid by the Employer, provided such actions do not constitute a gross disregard or gross negligent of their duties as a Member.
- 32.02 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 Member, except where the actions of the Member constitutes a gross disregard or gross neglect of their duty as a Member.
- 32.03 Member shall not be assessed cost of damage to Blood Tribe Police Service property, equipment, or vehicles except where the actions of the Member constitutes a gross disregard or gross neglect of their duty.

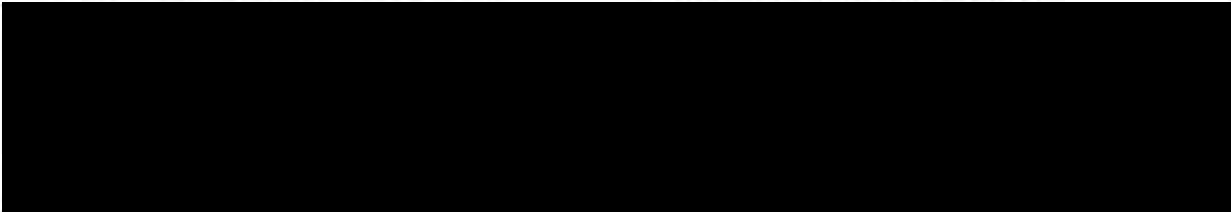
33.0 Copies of the Collective Agreement

- 33.01 Following the signing of this Agreement, each Member affected shall be provided with a digital copy by the Employer.
- 33.02 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 22 day of
FEBRUARY, 20 24.

BLOOD TRIBE POLICE COMMISSION

BLOOD TRIBE POLICE ASSOCIATION



APPENDIX "A"

PAY SCHEDULE

| Rank | Current | 2023-2024 | 2024-2025 |
|---------------------|--------------|--------------|--------------|
| | | 6% | 4% |
| Acting Inspector | \$69.50 | \$73.67 | \$76.62 |
| | \$144,569.15 | \$153,243.30 | \$159,373.03 |
| Staff Sergeant | \$61.84 | \$65.55 | \$68.17 |
| | \$128,617.98 | \$136,335.06 | \$141,788.46 |
| Sergeant | \$56.22 | \$59.59 | \$61.98 |
| | \$116,939.51 | \$123,955.88 | \$128,914.12 |
| Senior Constable | \$51.33 | \$54.41 | \$56.59 |
| | \$106,774.13 | \$113,180.58 | \$117,707.80 |
| 1st Class Constable | \$48.88 | \$51.81 | \$53.89 |
| | \$101,678.84 | \$107,770.62 | \$112,081.45 |
| 2nd Class Constable | \$44.00 | \$46.64 | \$48.50 |
| | \$91,510.96 | \$97,001.62 | \$100,881.68 |
| 3rd Class Constable | \$39.11 | \$41.45 | \$43.11 |
| | \$81,343.07 | \$86,223.65 | \$89,672.60 |
| 4th Class Constable | \$34.50 | \$36.57 | \$38.03 |
| | \$71,751.88 | \$76,056.99 | \$79,099.27 |

APPENDIX "B"

AVERAGING 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 ("CPD") and agreed upon by the Association and the Blood Tribe Police Service ("BTPS") Management Team.
2. The provisions pertaining to the Averaging work week set out in this Letter of Agreement will supersede the provisions of the Collective Bargaining 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.

| Watch | M | T | W | T | F | S | S | M | T | W | T | F | S | S | M | T | W | T | F | S | S | | |
|-----------|----|----|----|----|---|---|---|---|---|----|----|----|----|----|---|---|---|---|----|----|----|----|----|
| Constable | D | D | N | N | | | | | | D | D | N | N | N | | | | | D | D | D | N | N |
| Constable | D | D | N | N | | | | | | D | D | N | N | N | | | | | D | D | D | N | N |
| Constable | D | D | N | N | | | | | | D | D | N | N | N | | | | | D | D | D | N | N |
| Constable | D1 | D1 | N1 | N1 | | | | | | D1 | D1 | N1 | N1 | N1 | | | | | D1 | D1 | D1 | N1 | N1 |
| Sergeant | SD | SD | SN | SN | | | | | | SD | SD | SN | SN | SN | | | | | SD | SD | SN | SN | SN |

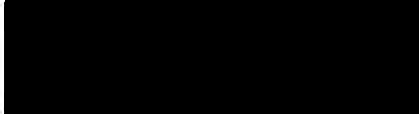
4. Members will be required to work one of the following shifts defined as follows:

| Denoted on Schedule | Shift | Hours | Hours worked |
|---------------------|-------------------------------|-----------|--------------|
| D | Constable Day Shift | 0700-1900 | 12 |
| N | Constable Night Shift | 1900-0700 | 12 |
| D1 | Constable Day Modified | 0900-1700 | 8 |
| N1 | Constable Night Modified | 1900-0300 | 8 |
| SD | Sergeant Day Shift | 0700-1900 | 12 |
| SN | Sergeant Modified Night Shift | 1900-0500 | 10 |

5. Supervisors may reschedule a shift during the member's tour of duty to a maximum of four hours on either end. Members shall be given 24 hours' notice 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 accumulated time off for each member under their supervisor and will use their best efforts to ensure that each member

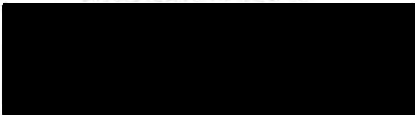
finishes each fiscal year with a zero balance in their bank. However, if this is not possible, a maximum of thirty (30) hours will be allowed to be carried over to the new fiscal year, with the permission of the Chief of Police or their designate. Under no circumstances, shall the time be paid put in cash or transferred to another member, unless 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 their designate may reschedule a member's scheduled shift in order to supply mandatory training or meetings for members. Members shall be notified of the 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 1st of each fiscal year, mandatory training dates 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 may be dealt with on a case-by-case basis.
11. There will be a bi-annual assessment of the shift schedule after, and new shift schedule has been implemented.
12. 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.
13. The undersigned parties agree that this Letter will be attached to, and form part of the Collective Agreement between the parties.



Grant Buckskin

BTPS Chief of Police



Charity Poole

BTPA – President

APPENDIX "C"

RETROACTIVE PAY

Letter of Understanding

Between

The Blood Tribe Police Commission

And

The Blood Tribe Police Association

This Letter of Understanding between the Employer and the Association details the process in which members receive their retroactive payment from the employer as per the terms agreed upon in Section 2.04 of the Collective Bargaining Agreement 2023 – 2025 (CBA).

TERMS OF AGREEMENT

1. The Employer and the Association agree the retroactive pay will include base rate salary converted to hourly rate of pay as outlined in Appendix "A" – Pay Schedule
2. Members are entitled for retroactive pay for regular hours worked. Members are not entitled to retroactive pay other than their regular hours worked.

METHOD OF CALCULATION

1. The employer or their designate will determine the regular hours of worked and pay received for said hours by each member during.
 - a. April 1, 2023 – Current
2. The employer or their designate will calculate the following.
 - a. The regular hours worked by each member from April 1, 2023- current multiplied by the hourly rate of pay determined in the pay schedule from Appendix "A" of the CBA.
3. The Employer or their designate will calculate the following.
 - a. Subtract the total amount from paragraph 1(a) from paragraph 2(a).
4. The Employer agrees to have the accountant employed with the Blood Tribe Police Service or another Accountant of their choice to access this information and to verify its accuracy proper to disseminating the documents to Members.

RESPONSIBILITIES

1. The Employer will provide each member with the following.
 - a. A copy of their regular hours worked between April 2023- Current
 - b. A copy of the total amount of pay they will receive.
 - c. An agreement letter which they will be required to sign upon being satisfied with the accuracy of the documents provided.

2. Each member will be responsible for the following.
 - a. Reviewing the documents provided under this section.
 - b. Sign the agreement letter by the date stated on the document if they believe the documents are accurate.
 - c. Provide a written memorandum addressing to the Chief of Police if they feel the documents are inaccurate. The memorandum shall include,
 - i. Reason of belief three documents are inaccurate,
 - ii. What the member believes is accurate.

PAYMENT EXPECTATIONS

1. The Employer shall pay the members on the next pay date applicable after the agreement letter is signed.
2. If there is a disagreement in the accuracy of the documents, the Member shall be paid on the next pay date after the matter is resolved and the agreement letter is signed.
3. The employer and the Association agree that the payments shall be made to each member as soon as possible and no later than 4 weeks from the date the CBA is signed.

This Letter of Understanding has been reviewed and agreed upon on the 20th day of February, 2024.

[Redacted Signature Line]

Commission/BTPS Executive

Association

[Redacted Signature Line]

Grant Buckskin – BTPS Chief of Police

Charity Poole – BTPA President

APPENDIX "D"

VOLUNTEER COMMUNITY HOURS

Letter of Agreement

Between

The Blood Tribe Police Commission

And

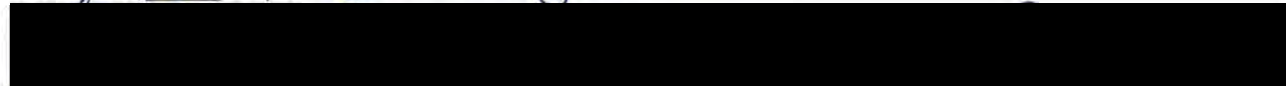
The Blood Tribe police Association

Purpose:

1. The Employer wants more visibility of the Police Service within the community from the Association members. By having the Association members more involved in community activities it is hoped to increase public trust and partnerships. The Association supports this endeavour with members obtaining a minimum 20 volunteer hours as a requirement. The nature of voluntary work is without pay.
2. To support the volunteer program a member of the Association executive will form a committee to oversee and coordinate volunteer activities. The committee will have one member from each watch and will work in partnership with the Crime Prevention Unit, Victim Services, Blood Tribe Police civilian and Management, the Commission and all Blood Tribe Departments and Entities.
3. Tracking of financial donations to community volunteer events will be determined in consultation between the Employer and the Association.
4. Tracking of volunteer service hours will be managed by InTime.
5. Volunteer hours may be used to form part of policy in other areas such as, but not limited to the promotional process.
6. Quarterly reports of volunteer hours will be submitted to the COP and forwarded to the Commission.

This Letter of Understanding will be in effect as of the *****

Dated this, 22 Day of February 2024 *****



Grant Buckskin
Chief of Police

Charity Poole
BTPA- President



Commission

Association

