

COLLECTIVE AGREEMENT

between

The Police Governing Authority

(Anishinabek Police Service)

and

**The Public Service Alliance of Canada
Local 0426**

RECEIVED
SEP 22 2011

Expiry date: June 20th, 2014

13052(04)

PJP
MD

TABLE OF CONTENTS

ARTICLE 1	PURPOSE	5
ARTICLE 2	RECOGNITION	5
ARTICLE 3	DEFINITIONS	6
ARTICLE 4	MANAGEMENT RIGHTS	7
ARTICLE 5	ALLIANCE MEMBERSHIP AND UNION DUES CHECK-OFF	8
ARTICLE 6	NO HARASSMENT	8
ARTICLE 7	NO DISCRIMINATION	9
ARTICLE 8	SALARIES AND WAGES	9
ARTICLE 9	HOURS OF WORK, MEAL PERIODS AND SHIFTS	10
ARTICLE 10	SHIFT PREMIUMS	12
ARTICLE 11	OVERTIME	12
ARTICLE 12	LIEU TIME	13
ARTICLE 13	STANDBY	14
ARTICLE 14	reserved for future use	15
ARTICLE 15	CALL BACK	15
ARTICLE 16	COURT TIME	17
ARTICLE 17	OUT OF TOWN ASSIGNMENTS	18
ARTICLE 18	SERVICE PAY AND QUALIFICATION BADGES	19
ARTICLE 19	SENIOR CONSTABLES	19
ARTICLE 20	PROMOTION, TRANSFERS AND JOB POSTINGS	19
ARTICLE 21	ACTING RANK OR POSITION AND ACTING PAY	21
ARTICLE 22	PLAINCLOTHES CLOTHING REIMBURSEMENT	21
ARTICLE 23	PAID DUTY	22
ARTICLE 24	CLOTHING	22
ARTICLE 25	MINIMUM STAFFING	23
ARTICLE 26	LEGAL INDEMNIFICATION	24



ARTICLE 27	LEAVE FOR ALLIANCE BUSINESS	25
ARTICLE 28	VACATION	27
ARTICLE 29	STATUTORY HOLIDAYS	29
ARTICLE 30	MATERNITY AND PARENTAL LEAVE	30
ARTICLE 31	SICK LEAVE	31
ARTICLE 32	BEREAVEMENT LEAVE	32
ARTICLE 33	OTHER LEAVE	33
ARTICLE 34	COMPASSIONATE CARE LEAVE	34
ARTICLE 35	MARRIAGE LEAVE	34
ARTICLE 36	TRAINING AND DEVELOPMENT LEAVE	35
ARTICLE 37	EDUCATION LEAVE	36
ARTICLE 38	CIVIL DUTY LEAVE	36
ARTICLE 39	CEREMONIAL AND CULTURAL LEAVE	36
ARTICLE 40	CHRISTIAN ISLAND	37
ARTICLE 41	ENTITLEMENT ON DEATH	37
ARTICLE 42	WORKPLACE SAFETY AND INSURANCE	
	BOARD BENEFITS	37
ARTICLE 43	BENEFITS	38
ARTICLE 44	PENSION	39
ARTICLE 45	SEVERANCE PAY	39
ARTICLE 46	SENIORITY	40
ARTICLE 47	LAY-OFF AND RECALL	41
ARTICLE 48	PROBATIONARY EMPLOYEES	43
ARTICLE 49	DUTY TO ACCOMMODATE	43
ARTICLE 50	RESIGNATION/COOLING OFF PERIOD	43
ARTICLE 51	SECONDARY EMPLOYMENT	44
ARTICLE 52	PERSONNEL FILE AND EMPLOYMENT RECORD	44
ARTICLE 53	ESTABLISHED PRIVELEDGES	44
ARTICLE 54	GRIEVANCE AND ARBITRATION	45
ARTICLE 55	LABOUR MANAGEMENT JOINT COMMITTEE	48
ARTICLE 56	HEALTH AND SAFETY	48

PK
M

ARTICLE 57	INFORMATION TO THE ALLIANCE	49
ARTICLE 58	COPIES OF THE COLLECTIVE AGREEMENT AND DISTRIBUTION	49
ARTICLE 59	SEVERABILITY	49
ARTICLE 60	DURATION O f AGREEMENT	49
APPENDIX "A"	WAGES	50
APPENDIX "B"	CLOTHING	51
APPENDIX "C"	VACATION ENTITLEMENT	52
MEMORANDUM OF UNDERSTANDING #1 : CONTRACT OFFICERS		53
MEMORANDUM OF UNDERSTANDING #2 : SOCIAL JUSTICE FUND		55



ARTICLE 1

PURPOSE

- 1.01 The Union and the Employer agree that it is in both their interests to support the delivery of effective, efficient and culturally sensitive police programs and services to the member First Nations of the Anishinabek Police Services through the development of policing programs and services which are based on First Nation laws, culture, customs, values, traditions and standards.
- 1.02 The Employer and the Union 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 Anishinabek Police Service, the Alliance, and members of the Alliance, and to co-operate in an endeavour to promote the well being of the communities served.
- 1.03 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.

ARTICLE 2

RECOGNITION

- 2.01 The Police Governing Authority recognizes the Alliance as the exclusive bargaining agent with respect to all matters pursuant to all employees of the Anishinabek Police Service save and except Inspectors and those above the rank of Inspector and civilian employees, but including Cadets, contract Police Officers, probationary Constables, all classes of Constables, Senior Constables, Staff Sergeants and Sergeants, in accordance with the Canada Industrial Relations Board order no. 9787-U, dated December 30, 2009.



Handwritten initials or signature, possibly "P.M." or similar, located in the bottom right corner of the page.

ARTICLE 3 DEFINITIONS

- 3.01 "Contract Police Officer" is a person employed by the Police Governing Authority for a specific term of employment, as governed by Memorandum of Agreement #1.
- 3.02 "Employee" whenever herein used shall mean only those employees coming within the Bargaining Unit as described in the Canada Industrial Relations Board Order no. 9787-U, as stated in Article 2.
- 3.03 "Employer" whenever herein used shall mean the Police Governing Authority.
- 3.04 "Term Employee" is an employee hired for a specific term of employment not to exceed twelve (12) months, as a replacement for an absent employee or for a specific temporary project. The employee's fixed term of employment may only be extended beyond a further four months with the express approval of the Union.
- 3.05 "Police Chief" means the Police Chief, Acting Police Chief or designate from time to time, of the Anishinabek Police Service.
- 3.06 "Police Governing Authority" ("PGA") whenever hereinafter used shall mean the Police Governing Authority of the Anishinabek Police Service representing its member First Nation Territories.
- 3.07 "Service" means the Anishinabek Police Service.
- 3.08 "Union" or "Alliance" means the Public Service Alliance of Canada.
- 3.09 "Union Representative" means a local union bargaining member selected by the bargaining unit, or a PSAC staff representative providing representation to an employee who has a grievance under this Agreement.
- 3.10 "Vacancy" means any unoccupied position in the Bargaining Unit of the Anishinabek Police Service as described in Article 2.
- 3.11 Wherever applicable in this Agreement the singular shall include the plural.
- 3.12 Any expression of the male gender shall also include the female gender in its application and vice versa.

ARTICLE 4
MANAGEMENT RIGHTS

- 4.01 The Alliance and its members recognize and acknowledge that it is the exclusive function of the Employer, except where expressly limited in this Agreement as follows:
- (a) To maintain order, discipline and efficiency;
 - (b) To hire, discharge, lay-off, classify, direct, transfer, promote, demote, establish job classifications, determine qualifications for job classifications and schedule;
 - (c) To recruit, examine, select, hire, evaluate, train, re-evaluate, re-train, assign, re-assign and transfer;
 - (d) Generally to manage the Anishinabek Police Service and without restricting the generality of the foregoing to determine the work to be done, the methods, standards and schedules of operations, the type of equipment to be used, the number of persons to be employed, the process and control of the work to be done, including the right to make rules, regulations and policies concerning the practices, procedures and directives of APS as approved by PGA;
- 4.02 The Police Governing Authority maintains the right to discipline its employees for just cause, following the principles of progressive discipline. A claim by an employee that he/she has been disciplined without just cause may be the subject of a grievance in accordance with the grievance procedure outlined in this Agreement.
- 4.03 Should the Police Governing Authority request, demand, or order a duty report from an employee, the duty report shall contain the following header:
- "This report is being made at the direction of the Police Chief or his designate of the Anishinabek Police Service, and is made without prejudice. I object to and claim privilege from the use of all, any part or parts of this statement in any proceeding whether criminal or civil and including disciplinary proceedings, or any investigation or inquiry. Subject to the above, I submit the following:"



BF
MH

ARTICLE 5
ALLIANCE MEMBERSHIP AND UNION DUES CHECK OFF

- 5.01 The Police Governing Authority shall allow all new employees the opportunity to meet with an Alliance representative within two (2) weeks of the date of their hire. The meeting may occur on Anishinabek Police Service properties and shall occur during a regular scheduled shift, and not exceed two (2) hours.
- 5.02 The Employer will, as a condition of employment, deduct an amount equal to the monthly membership dues as determined by the Union from the regular bi-weekly pay of its employees. Where an employee does not have sufficient earnings in respect of any pay period to permit deductions made under the Article, the Employer shall not be obliged to make such deduction from subsequent salary,
- 5.03 The Union shall inform the Employer in writing of the authorized monthly deduction to be checked off for each employee in the bargaining unit.
- 5.04 When remitting such dues and other amounts, the Police Governing Authority shall provide the Alliance with the names, addresses, and classifications of the employees from whose pay such deductions have been made, together with the names, addresses and classifications of any employees who have, since the last payment, ceased to be employed by the Police Governing Authority.
- 5.05 The Alliance shall save, harmless the Police Governing Authority from any and all claims which may be made against the Police Governing Authority arising from, or in any way related to deductions made from the pay of an employee directed or authorized by the Association.

ARTICLE 6
NO HARASSMENT

- 6.01 The Union and the Employer recognize the right of employees to work in an environment free from sexual and personal harassment.
- 6.02 The *Anishinabek* Police Services Workplace Violence Prevention Policy shall be followed to deal with matters of sexual and personal harassment in the workplace. Workplace harassment is included in the definition of workplace violence.

- 6.03 For purposes of this article, the work environment includes any location where the employee is acting in the performance of their duties.

ARTICLE 7 NO DISCRIMINATION

- 7.01 There shall be no discrimination, interference, coercion, harassment or intimidation exercised or practiced with respect to an employee by reason of race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, family status, disability, conviction for which a pardon has been granted, or membership/activities with the Alliance.

ARTICLE 8 SALARIES AND WAGES

- 8.01 The Police Governing Authority shall pay each employee the salary and wages set out in Schedule "A" annexed hereto and forming part of this agreement.
- 8.02 The Police Governing Authority shall provide each employee with an itemized statement of the salary, overtime and other supplementary pay and deductions for each pay period.
- 8.03 Except where it is beyond its control, the Police Governing Authority shall deposit an employee's wages into the employee's bank account not later than 0700 hours on each pay day.
- 8.04 The Police Governing Authority shall not make any deductions from an employee's salary and wages unless authorized by the employee, statute, court order, arbitration or this agreement.
- 8.05 Except as authorized or permitted by Federal or Provincial Statute, the Police Governing Authority shall not claim set-off against the salary and wages of any employee, make any claim against such salary and wages for liquidated or unliquidated damages, or retain, cause to be retained to itself or accept directly or indirectly any salary and wages payable to an employee.
- 8.06 (a) Where because of a disciplinary demotion an employee is assigned by the Police Chief to a lower paying job, the rate to be paid to such employee shall be the rate for that position.

- (b) Where an employee is assigned by the Police Chief to a lower paying job other than for disciplinary reasons as set out in (a) above, the rate of pay to be paid to such employee shall not be reduced.

ARTICLE 9 HOURS OF WORK MEAL PERIODS AND SHIFTS

9.01 The normal hours of work for each employee shall be a total of forty (40) hours per week, averaging across the schedule of work, posted from time to time, by the Police Governing Authority. A scheduled shift of eight (8) hours or longer shall include a paid meal period or periods as follows:

For eight (8) hour shifts, 45 minutes;

For ten (10) hour shifts, 60 minutes;

For twelve (12) hour shifts, 75 minutes.

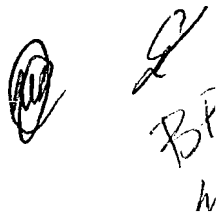
9.02 The hours of work shall be in accordance with the schedule of work posted, from time to time by the Police Chief or designate. Scheduled shifts shall be a continuous block of hours and shall be eight (8), ten (10) or twelve (12) hours in duration.

9.03. Scheduled shifts shall start and conclude at the employee's detachment, or such other assigned work location, designated by the Police Governing Authority.

9.04 An employee shall be entitled to a minimum ten (10) hours off duty between the time an employee has completed a scheduled shift and the time an employee commences another scheduled shift.

9.05 In the event that an employee is scheduled or rescheduled to work a shift that does not allow for the minimum time off, and the employee works such shift, the employee shall receive overtime premium for the hours worked up the minimum time off in accordance with the overtime provisions of this agreement.

9.06 Where an employee on a scheduled shift is required by the Police Chief or Director of Operations to terminate a shift before the completion of the employee's shift, the employee shall receive no less than the pay for the hours he or she was scheduled to work for such shift.

Handwritten initials and signature in the bottom right corner of the page. The initials appear to be "BF" with a checkmark above them, and a small "h" below. There is also a circular scribble to the left.

- 9.07 When the operational requirements of the employer do not permit the taking of a lunch period, the employee and the employee's supervisory officer may agree upon some other period during the said shift, or the employee shall be credited with straight time for their lunch period, which shall be paid or banked at the employee's discretion.
- 9.08 Meal periods shall start and conclude within the detachment area. Meal periods shall not be taken at any place where the employee cannot immediately return to duty should it be required. When the operational requirements do not permit the taking of a meal period, the employee will not be entitled to a premium or additional pay for the shift.
- 9.09 When an employee exercises a meal period outside of the detachments, the employee shall remain in the constant communication with the detachment office or the dispatcher during such period.
- 9.10 An employee shall be entitled to a fifteen (15) minute break in each half of a scheduled shift, provided that such break does not interfere with the operational requirements of the Police Governing Authority.
- 9.11 Shift schedules shall be posted at least four (4) weeks' in advance at the employee's detachment.
- 9.12 An employee shall be given a minimum of six (6) days personal notice, by telephone or in person, preceding any change in shift, as set out in the posted shift schedule.
- 9.13 In the event that the employee's scheduled shift is changed, with less than six (6) days personal notice, the employee shall receive overtime premium for those hours of work which are outside the employee's scheduled shift.
- 9.14 Wherever possible, days off shall be rotated so that each employee working on a rotating schedule receives an equal number weekends off during the calendar year.
- 9.15 A Supervisory Officer, in the case of calls for service, may at any time request an employee report for duty up to one hour before the commencement of any scheduled shift without the employee being entitled to overtime, provided the completion of the shift is reduced by the same amount of time.



m

ARTICLE 10
SHIFT PREMIUMS

10.01 The Police Governing Authority shall pay a shift premium of fifty-five cents (\$0.55) for each hour an employee works between 1300 hours and 0500 hours the following day.

10.02 The payment of such shift premium shall be in addition to any overtime entitlement and to any premium pay for working on a holiday.

ARTICLE 11
OVERTIME

11.01 For the purpose of this Article:

"Overtime" means a period of work computed to the nearest half hour and,

- (i) performed on a scheduled working day in addition to the scheduled working period and consisting of at least one half (1/2) hour; or
- (ii) performed after or before a scheduled working day on a call out basis; or
- (ii) performed on a day that is not a scheduled working day

11.02 All overtime must be approved in advance by the Police Chief or designate, unless an employee is actively engaged in a situation where it is impossible to obtain prior approval. Where an employee is unable to obtain prior approval, the employee shall notify their Supervisor as soon as it is practical to do so, indicating the reasons for which he/she was unable to have their overtime approved in advance.

11.03 When an employee is required to be on duty for any period in excess of a 1/2 hour after a scheduled shift, such time shall accumulate, including the first 1/2 hour and be credited to the employee as overtime.

11.04 Overtime shall be paid at the rate of one and one half times an employee's regular rate of pay. Overtime shall be computed to the nearest half (1/2) hour,



and a period of fifteen (15) minutes to thirty (30) minutes shall be credited as half (1/2) hour, while a period of one (1) minute to fourteen (14) minutes shall be disregarded.

- 11.05 When an employee completes a period of overtime as defined in this Agreement, the employee shall indicate to the employee's Supervisory Officer whether the employee elects to be paid for such overtime or have the time deposited in his/her overtime bank. Where the employee elects to deposit hours in his/her overtime bank, these hours may only be cashed-out in accordance with Article 11.08.
- 11.06 Overtime for which an employee elects to be paid shall accumulate for one pay period, and the total so accumulated shall be paid to the employee during the following pay period.
- 11.07 Overtime that an employee has elected to bank shall be allowed to accumulate to a maximum of eighty (80) hours at any time including carry over, if any, to the following year. Such time may be taken *off* by the employee as a part of a day, or as a whole day or days, when requested by the employee, but only with the approval of the employee's Police Chief or designate, and such approval shall not be unreasonably withheld.
- 11.08 Where an employee maintains an overtime bank as provided for above, the employee may elect to cash-out a maximum of forty (40) hours at their regular rate of pay in the first pay period of December. The employee must indicate, in writing, their desire to cash-out their bank no later than November 1st. Any hours remaining in the employee's bank after the first pay period in December shall be carried over into the next calendar year.

ARTICLE 12

LIEU TIME

- 12.01 Where an employee requests to engage in "non-core" police work that takes place outside of the employee's regular hours of work, such time may be banked as lieu time. Examples include but are not limited to community meetings and activities, and community service if in the role of police officer.

- 12.02 Engaging in activities that qualify for lieu time is entirely at the discretion and initiative of the employee. Any work required to be performed by the Employer is compensated as overtime and subject to the provisions of Article 11.
- 12.03 Employees must have the prior approval of their Supervisor in order to claim lieu time.
- 12.04 Lieu time may be banked to a maximum of fifty (50) hours at the straight-time rate of pay. This lieu bank shall be separate from the employee's overtime bank and may be carried over from year to year.
- 12.05 The employee's lieu bank has no cash value and may only be taken in leave with pay which shall be granted subject to operational requirements.

ARTICLE 13

STANDBY

Standby

- 13.01 "Standby" means that the employee can be immediately contacted by the Employer and is available at the employee's home or elsewhere to be called back to active duty such that the employee can report for active duty within one half hour.
- 13.02 An employee who is directed by the Police Chief or designate to be on standby shall be paid at the rate of one half (.5) of the employee's regular rate of pay for each hour or part thereof while on standby. In the event that the employee is called to active duty, the employee shall be paid in accordance with Article 15 – Call Back.
- 13.03 An employee on standby shall not be entitled to premium pay, overtime pay or any additional benefit other than the remuneration contained in clause 13.02 above.

Emergency Standby

- 13.04 "Emergency standby" means a period of time in extraordinary circumstances during which, in accordance with administrative procedures established by the Police Chief, an employee is ordered to remain at their residence or other specified quarters, as determined by the Police Chief or designate, from which

the member will be ready to proceed to a work location immediately upon receipt of instructions.

- 13.05 The decision to assign an employee to Emergency Standby may only be made by the Police Chief or his/her designate. Such orders may be made verbally, but shall be confirmed in writing as soon as is practical under the circumstances.
- 13.06 An employee who is directed by the Police Chief or designate to be on Emergency Standby shall be paid at the rate of one and one half times (1.5) the regular rate of pay for such periods of time as the employee is directed to be on Emergency Standby, or until the employee is notified to stand down. In the event that the employee is called to active duty, the employee shall be paid in accordance with Article 15 – Call Back.
- 13.07 When an employee is required to report to work following a period of Emergency Standby, and is again required to standby at the end of the work period, a subsequent order to standby shall be given.
- 13.08 An employee on Emergency Standby shall not be entitled to premium pay, overtime pay or any additional benefit other than the remuneration contained in clause 13.06 above.

ARTICLE 14

Reserved for future use

ARTICLE 15 CALL BACK

- 15.01 For the purpose of this Article, a call back shall be defined as the recall of a member to duty after his normal tour of duty has been completed and he has left the premises of Anishinabek Police Service, or fifteen (15) minutes has elapsed from the conclusion of his duties and before the member's next normal tour of duty.




- 15.02 An employee who is called back to duty shall be paid for each such call back the greater of:
- (a) one and one half times the employee's regular hourly rate of pay for each hour or part thereof worked; or
 - (b) four **(4)** hours at the employee's regular hourly rate of pay.
- 15.03 An employee who is requested to report to work up to one hour prior to a scheduled tour of duty shall be paid overtime rates for the time worked immediately preceding the employee's scheduled tour of duty. Alternatively, the detachment commander and the employee may mutually agree that the detachment commander grant the employee early straight time leave in lieu of completing their regular shift.
- 15.04 An employee who is on annual vacation and who is called back to duty by the Police Chief or Director of Operations shall be entitled to an extra day of vacation for each day or part thereof cancelled or worked, and shall also be paid the greater of:
- (a) two (2) times the employee's regular hourly rate of pay for each hour or part thereof worked; or
 - (b) four **(4)** hours at the employee's regular hourly rate of pay.
- 15.05 Where during any period of vacation leave with pay, an employee is called to duty, she/he shall be reimbursed for actual loss and expenses incurred by proceeding to her/his place of duty, and shall also be reimbursed for expenses in returning to the place from which she/he was recalled if she/he immediately resumes vacation upon completing the assignment for which she/he was recalled. The employee shall not be considered to be on vacation leave during any period in respect of which she/he is entitled under the article to be reimbursed for expenses incurred. The employee must provide receipts of all expenses claimed under this provision.



ARTICLE 16
COURT TIME

- 16.01 An employee who is required to attend court during off duty hours that is required as a result of the employee's service to the Police Governing Authority and that is officially required as a result of the employee's work duties as a police officer shall be paid the greater of:
- (a) one and one half time the employee's regular hourly rate of pay for each hour or part thereof; or
 - (b) six (6) hours calculated at the employee's regular hourly rate of pay.
- 16.02 While on vacation leave, An if an employee who is required to attend court during annual vacation of forty **(40)** consecutive hours or more, that is a result of the employee's service the Police Governing Authority and that is officially required as a result of the employee's work duties roles and responsibilities as a police officer, said employee shall be entitled to another vacation day for each day or part thereof that the employee is required to be in court and shall also be paid the greater of:
- (a) two times the employee's regular hourly rate of pay for each hour or part thereof; or
 - (b) six (6) hours calculated at the employee's regular hourly rate of pay.
- 16.03 Court time shall not include attendance at any proceeding that relates to personal affairs of an employee, the affairs of the Alliance, or to any other matter that is not associated with the employee's work duties as a police officer.
- 16.04 Employees shall not schedule court time during their annual vacation or during time off in lieu of statutory holidays or overtime without pre-authorization from the Police Chief or designate.
- 16.05 Where an employee receives the benefits of the Anishinabek Police Service or the Anishinabek Police Service policies, such employee shall turn over to the Police Governing Authority all witness fees, conduct money, and any other amounts of money received by the employee for such attendance at court.
- 16.06 Where an employee is required to attend court while on duty and is prevented from going on duty at the normal time by reason of such attendance at court, the overtime provisions in Article 11 shall apply.



Handwritten initials and marks, including 'BF' and 'M'.

ARTICLE 17
OUT OF TOWN ASSIGNMENTS

17.01 Where an employee is required by the employer to travel outside the employee's regularly scheduled patrol zone, the employee shall be compensated as follows:

(a) Meals and Incidentals

Breakfast	\$10.00
Lunch	\$10.30
Dinner	\$27.60
Incidental Expense Allowance (when outside the employee's regularly scheduled patrol zone overnight)	\$6.00 per day

(b) Kilometric Rate

Employer requested use of personal vehicle	50 cents per km
Employee requested use of personal vehicle	10 cents per km

(c) Private Accommodation Rate

\$13.50 per night

17.02 The rates in Article 17.01 shall at no time be less than those provided to other employees of the Police Governing Authority in accordance with the PGA Travel Policy.

17.03 Travel to and from the location of the employee's out of town assignment, including travel to workshops, training sessions, educational courses or other programs shall be compensated at the employee's regular rate of pay during regularly scheduled working hours. Where an employee travels outside of their regularly scheduled hours of work, such travel shall be compensated at time and one half (1.5X) the employee's regular rate of pay.

17.04 The mode of travel shall be determined by the Police Chief or designate. An employee shall not be required to use the employee's own vehicle without the employee's consent.

17.05 While travelling on an out of town assignment, employees shall be provided with accommodation that is conveniently located, safe, and comfortably equipped.

ARTICLE 18 SERVICE PAY AND QUALIFICATION BADGES

18.01 Each employee shall be granted a Service Badge for each five (5) years of employment the employee completes and such employee shall be paid ten dollars (\$10.00) per month for each such Service Badge the employee has been granted. Service pay shall be paid on the first pay date in December of each calendar year.

18.02 Previous employment with an accredited police service will be recognized for service pay.

ARTICLE 19 SENIOR CONSTABLES

19.01 A senior constable is a first class constable with ten (10) years' seniority.

ARTICLE 20 PROMOTIONS, JOB POSTINGS, TRANSFERS, VACANCIES AND PROCEDURES

20.01 Where a vacancy occurs or a new position is created within the bargaining unit, which the employer intends to fill notice of the position shall be posted at each detachment and at APS headquarters for a minimum of ten (10) working days. A copy of such notice will also be provided to association administrator at the time of posting. The notice shall set out the job description, the qualifications required, the wage rate, the deadline for applications and the person to whom

applications are submitted. This requirement of notice shall not apply to vacancies or new positions within the bargaining unit that are for a duration of four (4) months or less; nevertheless, APS will advise the union in writing of any vacancy or new position of four months or less that APS intends to fill.

- 20.02 Members shall submit written applications for the vacancy or newly created position within the period indicated on the notice and such members shall be selected for posted positions on the basis of their skill, ability, experience, qualifications, training and education as determined by the police chief or designate where, in the judgment of the police chief or designate which judgment shall not be unreasonably exercised these factors are relatively equal among the applicants, the most senior applicant shall be awarded the position.
- 20.03 Should there be no suitable applicants from within the bargaining unit, the PGA may hire from outside the bargaining unit.
- 20.04 Promotions for the position of Sergeant and/or Staff Sergeant shall be made in accordance with the APS Staff Sergeant/Sergeant Selection policies.
- 20.05 All applicants shall receive written notice that their application was accepted or not accepted. All unsuccessful interviewed applicants shall be advised by the Police Chief of his or her standing. Applicants shall be granted a "Post Board" interview, if so desired.
- 20.06 Where there are demonstrable operational requirements, transfers may be made by the Police Chief on the basis of reverse seniority.
- 20.07 Requests for voluntary relocation shall be made to the Police Chief in writing. Where a suitable vacancy exists, such requests shall not be unreasonably denied. Where there are two equally qualified employees requesting relocation to the same vacancy, assignment shall be made on the basis of years of service with the Anishinabek Police Service.
- 20.08 In the event that the successful candidate arising out of a job posting for a promotion is required to change residential location in order to accept the job posting, a request in writing for moving costs shall be made to the Police Chief. The Police Governing Authority shall reimburse the employee for moving costs to a maximum of five thousand dollars (\$5,000.00) upon submission of receipts.



ARTICLE 21
ACTING RANK OR POSITION/ACTING PAY

- 21.01 An employee who is assigned temporarily, for more than two weeks, to perform the duties of a higher rank or position with a higher rate of pay, shall be compensated at the rate of pay for that higher rank or position, including ranks and positions outside the employee's bargaining unit.
- 21.02 Where an employee is temporarily assigned to perform duties and responsibilities of a rank not covered by this Agreement, the employee shall retain the employee's rights and obligations under this Agreement.
- 21.03 The employer shall make every effort to ensure that all interested and qualified employees are given equal consideration in awarding temporary assignments to a higher rank or position.
- 21.04 An employee who has performed the duties of such designated position in an acting capacity for a period of at least twelve (12) months shall receive one month's notice before being returning to the former position, and failing such notice, the acting salary will be continued for one month after the employee returns to the former position.

ARTICLE 22
PLAINCLOTHES CLOTHING REIMBURSEMENT

- 22.01 An employee who is required to provide and wear ordinary clothing as part of regular duties, shall be reimbursed by the Police Governing Authority for expenses incurred in the purchase and cleaning of such clothing upon presentation of the necessary receipts. Such reimbursement shall be in an amount not to exceed one thousand (\$1,000) dollars annually. The employee must work in regular clothes for not less than twenty (20) working days in a given calendar year to receive a clothing reimbursement, which may be pro-rated for the days worked.



~~P~~
P
M

ARTICLE 23 PAID DUTY

- 23.01 "Paid Duty" is duty performed by an employee apart from his or her regular duties, at the request of and paid for by individuals, corporations or organizations directly to the Anishinabek Police Service and sanctioned and administered by the Police Chief or his designate.
- 23.02 Paid Duty shall be voluntary and shall be distributed by the Police Chief or designate as fairly and equitably as possible among those employees willing to undertake such duties.
- 23.03 The rate to be paid for Paid Duty shall be paid at one and one half time the rate of a first class constable – the minimum number of hours will be six (6) hours.
- 23.04 Claims for Paid Duty shall be remitted on a designated claim form to the accounts payable department and shall not be subject to deductions.
- 23.05 While engaged in Paid Duty, an employee shall be deemed to be in the employment of the Anishinabek Police Service.

ARTICLE 24 CLOTHING

- 24.01 The style, character, quality and standard of the uniform, including body armour, issued to and worn by employees shall be established by the Police Chief. There shall be a Joint Clothing Committee. The Joint Clothing Committee comprised of two management and two Alliance members may make recommendations to the Police Chief which recommendations will not be unreasonably disregarded.
- 24.02 The Police Governing Authority shall issue to each employee the clothing listed in Schedule "B" attached hereto and shall re-issue to each employee such replacement clothing in accordance with the re-issuance frequency indicated in that Schedule, or more frequently where there is a demonstrable need.
- 24.03 If any article of clothing is damaged or destroyed in the performance of duty, such item shall be repaired or replaced by the Police Governing Authority as soon as practicable.



Handwritten initials or signature, possibly "BF" or "M", located in the bottom right corner of the page.

- 24.04 The Employer shall pay for personal items requiring repair or replacement, including but not limited to dentures, eyeglasses and watches, if damaged while the employee is carrying out police duties.
- 24.05 All employees shall be issued with body armour, tailored for each individual, that meets or exceeds the standards issued by the Ministry.
- 24.06 An employee shall be exempt from wearing body armour for a medical condition where verified by a licensed physician's written authorization.
- 24.07 As soon as the Anishinabek Police Service is advised of a pregnancy, the PGA shall reclassify the employee to modified duties and provide the employee with a plain clothes allowance, as per Article 22.
- 24.08 The Employer shall reimburse employees to a maximum of one hundred dollars (\$100.00) annually for the dry-cleaning of patrol jackets, winter parkas, dress uniforms, and raincoats. Reimbursement shall take place twice a year upon receiving an expense claim with attached receipts.

ARTICLE 25 MINIMUM STAFFING

- 25.01 Where there is an actual or apparent danger in escorting a prisoner, the Employer shall make every reasonable effort to ensure that two Officers are assigned to the duty.
- 25.02 Subject to Judicial Orders to the contrary, at no time will a prisoner escort requiring travel in excess of eight hundred (800) kilometers be required to be completed within one tour of duty.
- 25.03 The Employer shall make every reasonable effort to ensure that a minimum of two Officers are on duty during major community events.

ARTICLE 26
LEGAL INDEMNIFICATION

26.01 An officer seeking to be eligible for indemnification under this article shall proceed as follows:

- 1) Apply in writing to the Police Chief within 30 days of charges being laid or a proceeding being served;
- 2) seek approval of the Police Chief for any choice of defence counsel, which approval shall not be unreasonably withheld, and must be given in writing by the Police Chief;
- 3) seek approval of the Police Chief for any decision thereafter to proceed to a higher level of judicial system, which approval shall not be unreasonably withheld and must be given in writing by the Police Chief;

26.02 Where an officer is eligible for indemnification as set out in Article 26.01, and, in particular, is charged with an offence while acting as a police officer in the lawful execution of one's duty, the PGA shall provide legal indemnification to the officer for the solicitor's fees inclusive of disbursements and applicable taxes incurred in the defence of such charge upon submission and approval by the PGA of the solicitor's Bill of Costs. In the event, the police officer is required to pay an initial retainer in trust to the solicitor, PGA will provide such retainer upon the approval of PGA which approval shall not be unreasonably withheld and subject to reimbursement under Article 26.03.

26.03 If the officer is found guilty at a criminal proceeding, the officer shall reimburse the Police Governing Authority the legal fees as soon as practicable. The Association will not interfere with the collection process.

26.04 Where an employee is eligible for indemnification as set out in Article 26.01 and is a defendant in a civil proceeding arising out of acts done in the good faith performance of his or her duties as an officer, in the judgment of the Police Chief, which judgment shall not be unreasonably exercised the officer will be indemnified for the solicitor's fees incurred in the defence of such proceedings up to a maximum of \$7,500.00 upon submission and approval of the solicitor's final Bill of Costs, which approval shall not be unreasonably withheld. In the event, the police officer is required to pay an initial retainer in trust to the solicitor, the PGA will provide such retainer to a maximum of \$7,500.00 upon the approval of PGA

which approval shall not be unreasonably withheld and such retainer shall be inclusive of the solicitor's total fees set out in the final Bill of Costs submitted for approval by the PGA.

26.05 Notwithstanding any of the above referred to in this Article, an employee shall not be indemnified for costs arising from any of the following:

- (a) grievances under the collective agreement;
- (b) acts or,omissions of an officer acting as a private citizen;
- (c) disciplinary charges or conduct complaints.

ARTICLE 27 LEAVE FOR ALLIANCE BUSINESS

27.01 Subject to the provisions of this Article, an employee may request from the Police Chief leave to attend Alliance meetings, hearings or other Association business. The Police Chief shall grant such leave if it is in compliance with this Article and does not interfere with the effective and efficient operational requirements of the Detachment.

27.02 Applications for leave shall be from the Alliance in writing and/or communicated electronically to the Police Chief and shall provide the Police Chief with three (3) weeks notice of the request and shall identify the employee's name.

27.03 Employees shall not use the Police Governing Authority's vehicles, equipment, uniforms, or supplies without the Police Chiefs permission in relation to attending Association meetings, hearings or other Association business, except for limited communication by a fax and/or telephone.

27.04 Employees shall be entitled to receive leave under this Article with pay subject to the following limitations:

- (a) the pay shall be at the employee's regular hourly rate of pay;
- (b) notwithstanding any other provision of this Agreement, the employee shall not be entitled to any overtime pay, or any other premium pay in addition to straight time;
- (c) travel time shall be included;



[Handwritten signature]
Bf
Mi

(d) the employee shall not be entitled to reimbursement for travel or any other expense.

27.05 The total amount of leave in each Region during a calendar year shall not exceed five (5) person days (8 hour shifts).

27.06 Should an employee be a member of the Local Union Executive, such employee shall be granted leave of absence without pay for union business. Such leave of absence will only be granted when it will not interfere with the effective and efficient operations of the Service and such leave shall not be unreasonably withheld by the Police Governing Authority.

27.07 Should an employee be a member of the Clothing Committee, such employee shall be entitled to attend a minimum of two (2) meetings per year, as may be scheduled by the Police Chief, where the minimum for each meeting shall be one and one half (1 ½) days (8 hour shifts per day) for each such employee. Notwithstanding Article 20.04 (d), members of the Clothing Committee shall receive travel expenses to attend such committee meetings in accordance with Article 17.

27.08 The Association shall have the right to post Association notices in each building occupied by the Police Governing Authority at locations satisfactory to the Police Chief, and accessible to the employees.

27.09 Six (6) months prior to the expiry of this collective agreement, the parties will meet to discuss the amount of leave with pay to be provided to Association representatives on the Bargaining Committee for meetings to negotiate the renewal of the Collective Agreement.

27.10 The Police Chief shall allow an employee to attend Alliance Meetings held in the employee's Detachment area while on duty, provided that:

(a) the employee attending such meeting shall only use time allotted to the employee's lunch period and/or break periods on that tour of duty to attend such meeting and,

(b) the employee is at all times available for communication with his Detachment and/or the radio dispatcher and shall respond appropriately to any information received from them.

27.11 No union meetings shall be held on Employer premises without the prior approval of the Police Chief or designate.



ARTICLE 28 VACATIONS

- 28.01 Every employee shall be entitled to vacation with pay between January 1st and December 31st of each year, as set forth in Schedule "C" annexed hereto and forming part of this Agreement.
- 28.02 Where an employee is hired after January 1st in a calendar year, vacation entitlement shall be granted in that year on a pro-rated basis.
- 28.03 An employee shall not be entitled to time off for vacation until after the expiration of six (6) months from the date of the commencement of the employee's employment with the Police Governing Authority unless otherwise authorized by the Police Governing Authority.
- 28.04 An employee shall be entitled to increased vacation in accordance with Schedule "C" in the year in which the anniversary of the employee occurs on a pro-rated basis.
- 28.05 Employees shall make application for vacation and such requests shall be granted on the basis of seniority subject to the operational requirements of the Police Service.
- 28.06 Subject to the other provisions of this Article, an employee shall be entitled to not less than forty (40) hours vacation (excluding rest days) during the months of July and August.
- 28.07 An employee shall be entitled to carry one week's vacation entitlement or any portion thereof over to the following year and up to two week's vacation entitlement after eight year's service, subject to the approval of the Police Chief which approval shall not be unreasonably withheld.
- 28.08 (a) When, in any year, for any reason other than retirement, an employee leaves the Police Service prior to receiving annual vacation in that year, the employee shall be given the proportionate amount of vacation or pay in lieu thereof, for that year, plus any vacation or pay in lieu carried over from previous year(s) before the employee's name is removed from the payroll or before the employee's resignation becomes effective, as the case may be. Where the employee leaves the Police Service, for any reason other than retirement, having taken the complete vacation for that



BF
M:

year or otherwise leaving a deficit in vacation entitlement, the amount of such deficit shall be deducted from any monies owing to the employee.

- (b) Regardless of the date of retirement, when an employee retires, the employee shall be given full annual vacation for the calendar year in which the employee retires.

28.09 An employee who is on maternity, parental or adoption leave will continue to accrue vacation entitlements. An employee on a leave of absence due to illness or injury will accrue vacation time over a period not exceeding ninety days from the date of the commencement of the leave, which shall be retained in a vacation bank until the employee returns to active duty. An employee who is unable to return to work and who retires or leaves the Police Service as a result of injury or illness shall be entitled to payment in full of accrued vacation.

28.10 An employee, on request, shall be paid for forty (40) hours vacation time in lieu of time off, to be paid on the first pay day in December in any calendar year.

28.11 For the purpose of calculating vacation entitlement pursuant to Schedule "C", years of service shall be calculated from the date of last hire with the Police Governing Authority, provided that:

- (a) Where an employee was employed in policing in relation to a First Nation and the policing of that First Nation is assumed or undertaken by the Police Governing Authority after which the employee becomes an employee of the Police Governing Authority, whether by amalgamation or otherwise, the service of the employee shall be recognized, for the purpose of calculating vacation entitlement in accordance with Police Governing Authority policy from his/her last date of hire in relation to policing First Nation;

OR

- (b) Where the Police Governing Authority has agreed at the time of hire to recognize for the purpose of vacation entitlement prior policing service of the employee, the vacation entitlement of the employee shall include such prior service.



ARTICLE 29
STATUTORY HOLIDAYS

29.01 Each employee shall be entitled to thirteen (13) days off, calculated as eight hour shifts, in lieu of the following statutory holidays in each calendar year during the term of this Agreement:

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

29.02 An employee required to work on a statutory holiday shall be paid the rate of one and one half times (1.5X) his or her regular rate of pay for each hour worked during the shift where the shift commenced on the holiday day. Compensation in addition to the employee's regular rate of pay shall be deposited to the employee's stat holiday bank unless the employee advises the employer that they wish to be paid in cash.

29.03 The employer shall make every effort to ensure that an employee is not scheduled to work on both Christmas Day and New Year's Day.

29.04 All employees are required to use a minimum of twenty-four (24) hours of leave from their stat holiday bank in each calendar year. Any additional hours remaining in an employee's stat holiday bank at the end of the calendar year shall be paid out at the employee's regular rate of pay on or before the first pay in February.

29.05 An employee shall not be paid holiday pay where the holiday occurs:

- (a) during an unpaid leave of absence, unless the leave is due to sickness or injury;
- (b) while the employee is receiving Worker's Compensation benefits; or
- (c) while the employee is receiving long term disability benefits.

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

ARTICLE 30 MATERNITY LEAVE AND PARENTAL LEAVE

- 30.01 Every employee who becomes pregnant shall notify her Supervisor of her pregnancy in writing in accordance with governing legislation as amended from time to time.
- 30.02 Employees shall be entitled to the periods of time off prescribed by the governing legislation, as amended from time to time.
- 30.03 Employees entitled to periods of time off related to maternity leave and/or parental leave including an employee who becomes legally responsible for the care of a new born and/or newly adopted child shall be entitled to the benefits provided in Article 31.01 and the PGA shall continue to make the pension contributions set out in Article 32 provided the employee makes his or her pension contributions. The employee shall continue to accumulate seniority, benefits pursuant to article 31.01, vacation entitlements, statutory holiday credits in accordance with governing legislation during the leave. In the event, the employee extends his or her leave beyond that prescribed by governing legislation, he or she becomes responsible for full payment of benefits including pension contributions.
- 30.04 A male employee may be granted one (1) day paid leave for needs directly related to the birth of his child.
- 30.05 Employees returning from maternity and/or parental leave of absence shall be reinstated to their former position at the same location or shall be placed in a comparable position at the same wages and benefits that the employee would have been entitled to in his/her former position at the time of return to work.
- 30.06 During maternity and/or parental leave, an employee is in receipt of Employment Insurance Benefits, the Police Governing Authority shall pay the employee the rate equivalent to the difference between the Employment Insurance benefits the employee received and ninety per cent (90%) of the employee's regular rate of pay.

- 30.07 Employees must provide proof of application for and receipt of Employment Insurance Benefits.
- 30.08 Any employee who has become the natural parent or legally adoptive parent of a child who applies for Employment Insurance Benefits, shall receive from the Police Governing Authority hundred percent (100%) of their regular pay for the two-week waiting period for receipt of Employment Insurance Benefits.
- 30.09 Employees may increase their receipt of benefits in this Article to one hundred percent (100%) of their regular rate of pay by using, some or all of their accumulated and earned overtime, lieu time, statutory holiday credits, and vacation time.
- 30.10 Parental Leave and the subsequent return to employment must at least conform to the provisions of the *Canada Labour Code* as amended from time to time.

ARTICLE 31

SICK LEAVE

- 31.01 Each employee shall receive a credit of 8 hours of sick leave for each month of service, such credits to be cumulative, provided the employee receives at least ten (10) days pay in that one (1) month.
- 31.02 An employee earns sick leave credits, but is not entitled to sick leave with pay during his or her first three (3) months of continuous employment.
- 31.03 Sick leave means the period of time an employee is absent from work by virtue of being sick or disabled, or by virtue of caring for a sick or disabled child. Sick leave for three (3) consecutive scheduled shifts or more will require a note from the employee's or child's physician, dentist, or other health care provider certifying that the employee was unable to carry out his or her duties.
- 31.04 When an employee is directed to provide the employer with a certificate of proof of illness from a certified medical practitioner, the employer shall reimburse the employee for the cost of such certificate where the employee provides a receipt.
- 31.05 Any unused sick leave credits not used at the end of a calendar year shall be forfeited.

- 31.06 Each employee shall be entitled to receive sick pay, at full salary, for any time lost by reason of illness or injury to the full extent of sick leave credits available to the employee at the time of such absence, except where the employee is in receipt of compensation pursuant to the Workplace Insurance and Safety Act.
- 31.07 The number of days which an employee receives sick pay shall be deducted from the employee's cumulative sick leave credits. Sick leave may be taken, and accordingly deducted from sick leave credits, where sick leave is taken by an employee for a portion of a shift, in which circumstance the deduction will be made for each hour or portion thereof which the employee was absent from work calculating the cumulative sick leave credits hourly.
- 31.08 An employee who is unable to report for duty by reason of illness or injury shall cause the employee's Detachment Commander to be notified as soon as reasonably practicable.
- 31.09 Upon termination of an employee's employment, for whatever reason, any unused sick leave credits shall be forfeited.
- 31.10 In the event an employee is in receipt of Short Term Disability benefits, all earned sick leave credits, overtime credits, statutory holiday credits, vacation credits and other lieu credits shall be utilized until exhausted so as to cause the employee to receive one hundred percent (100%) of the employee's regular wage. While receiving Short Term Disability benefits, an employee shall pay over or transfer to, in a manner satisfactory to the Police Governing Authority, all monies received from the Short Term Disability insurer, so as to place the Police Governing Authority in administration of the employee's income, during the period the employee is in receipt of Short Term Disability benefits.

ARTICLE 32 BEREAVEMENT LEAVE

- 32.01 An employee is entitled to and shall be granted, in the event of the death of a member of his or her immediate family, up to four **(4)** scheduled shifts leave with pay, which may be split in two leave periods. If the funeral is five hundred (500) or more kilometres from the employee's home, the leave shall be extended by two (2) additional days for the purpose of traveling. For the purpose of this Article

"immediate family" shall include the employee's spouse, common law spouse, mother, father, step-mother, step-father, mother-in-law, father-in-law, son, daughter, son-in-law, daughter-in-law, step-son, step-daughter, brother, sister, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, foster parents, legal guardians, grandchildren, and the grandparents of the employee and spouse, and/or any member of the employee's household or for whom the employee holds Power of Attorney.

32.02 An employee who has completed three (3) consecutive months of continuous employment and is entitled to employment bereavement leave under Article 25.01 is entitled to such leave with pay, at the regular rate of pay for such days which occur during the period of the leave of absence under Article 25.01.

32.03 Necessary traveling time may be granted in the event of the death of a member of the immediate family, at the discretion of the Police Chief or designate. It is the responsibility of the employee to request such additional time from the Police Chief or designate and obtain approval prior to taking the leave.

ARTICLE 33 OTHER LEAVE

Compassionate Leave With Pay

33.01 Upon written application, the Police Chief or designate may grant leave-of-absence with pay to an employee upon any compassionate ground. Such leave shall not be dependent upon nor charged against accumulated credits of the employee.

Other Leave Without Pay

33.02 With the approval of the Police Chief or designate, and subject to operational requirements, a leave-of-absence without pay of up to one (1) year may be granted to an employee under special or unique circumstances. Once approved, the duration of the leave may only be amended with a minimum of thirty (30) days written notice to the Police Chief or designate, who may grant the amendment at his/her discretion and subject to operational requirements.

33.03 An application for leave-of-absence under this Article shall be in writing and shall set out the reason for the requested leave-of-absence.

ARTICLE 34
COMPASSIONATE CARE LEAVE

Compassionate Care Leave Without Pay

- (a) Upon written request, an employee with a minimum of 600 hours of employment shall be granted leave without pay for a period of up to eight (8) weeks for compassionate care leave. The purpose of the leave is to provide care or support to a family member who has a serious medical condition with a significant risk of death within twenty-six (26) weeks.
- (b) The employee must provide proof that she/he has applied for and is eligible to receive Employment Insurance Compassionate Care benefits during this period of leave.
- (c) Employees may take this leave in increments of one week or more.
- (d) Employees may change their return to work date.
- (e) For the purpose of this Article, "Family" is as defined in the *Employment Insurance Act*.
- (9) Employees can also receive compassionate care benefits to care for a gravely ill person who considers them like a family member. For instance a close friend or neighbour. A signed "Compassionate Care Benefits Attestation" is required from the gravely ill person or their representative.

ARTICLE 35
MARRIAGE LEAVE

35.01 After the completion of one (1) year of continuous employment and upon two (2) weeks written notice, an employee shall be granted leave with pay for five (5) days to attend his or her wedding. This leave may only be used twice (2X) during an employee's career with the Police Governing Authority.



ARTICLE 36
TRAINING AND DEVELOPMENT LEAVE

- 36.01 An employee may apply for paid training and development leave to attend internal or external training courses, workshops or conferences.
- 36.02 All applications for paid training and development leave are subject to the approval of the Police Chief, taking into consideration, the operational requirements of the Police Service, the suitability of the applicant for the proposed training and development, the appropriateness of the proposed training and development, and the costs of the leave.
- 36.03 The employee shall be entitled to payment for his or her time travelling to and from such course, workshop or conference and his or her time attending such course, workshop or conference, provided such time is at straight time only, and no premium rate or overtime rate shall apply to such time or any other paid time of the employee occasioned by such paid training or development leave.
- 36.04 An employee applying for paid training and development leave may apply to the Police Chief for reimbursement of the expenses' incurred by the employee attending such course, workshop or conference and upon approval of the Police Chief, which approval shall not be unreasonably withheld, the Police Governing Authority shall reimburse the employee for such approved expenses upon providing receipts of such expenses incurred.

Training Opportunities

- 36.05 Wherever the Employer provides opportunities for training and development through courses, seminars, workshops or conferences, the Employer shall make every effort to ensure that such opportunities are offered on an equitable basis to all employees. It is the responsibility of the employee to indicate, in writing to their Supervisor, their interest in attending a course, seminar, workshop or conference.



Handwritten initials and marks, including a signature and the letters 'BF' and 'M'.

ARTICLE 37
EDUCATION LEAVE

- 37.01 An employee with at least three (3) years of continuous employment with the Police Governing Authority who wishes to further his or her education, may apply for an unpaid education leave of up to one (1) year, for the purpose of obtaining further education that is job related. Such leave requires the approval of the Police Chief, taking into consideration the operational requirements of the Police Service, the suitability of the applicant for training or education, and the appropriateness of the proposed training or education.
- 37.02 While an employee is on unpaid education leave, any benefits based on service or seniority shall be retained, but not accumulated.
- 37.03 The employee shall, as part of his/her application for education leave, agree to return to work for the Anishinabek Police Service and the Police Governing Authority shall make available to the employee upon the expiration of the education leave, a position at least equivalent to that which the employee held prior to the education leave to the extent operationally feasible as determined by the Police Chief which determination shall not be unreasonably exercised.

ARTICLE 38
CIVIL DUTY LEAVE

- 38.01 Where an employee is absent from work by reason of a lawful subpoena to attend as a witness in any legal proceeding by virtue of their legal and civil obligations as a Police Officer, the employee shall be entitled to a leave of absence with pay to attend such proceeding, less any monies remitted by the court for their appearance. The employee shall be away from work for only the time required to travel to and attend at such legal proceeding.

ARTICLE 39
CEREMONIAL AND TRADITIONAL LEAVE

- 39.01 Employees who celebrate or participate in ceremonial and traditional events or activities shall be granted to up to 40 hours leave without pay per year or, at the discretion of the employee, may use banked paid leave. In order to be granted ceremonial or traditional leave, the following conditions must be satisfied:

- i) the employee must provide their immediate supervisor with a minimum of two (2) weeks written notice that they wish to take ceremonial or traditional leave; and
- ii) the employee must identify the purpose and location of the event for which they are requesting the leave.

ARTICLE 40 CHRISTIAN ISLAND

- 40.01 Employees working at the Christian Island detachment shall be subsidised for travel to and from their place of work to a maximum of three hundred (\$300) per year. Such subsidy shall be paid by the employer directly to the Ferry service.
- 40.02 Where the cost of transportation to and from Christian Island increases beyond three hundred (\$300) per employee, an increase to this subsidy shall be subject to discussion at the Labour/Management Joint Committee.

ARTICLE 41 ENTITLEMENT ON DEATH

- 41.01 Where an employee is killed in the line of duty, the Employer will reimburse the employee's surviving spouse, dependents, or estate for funeral/burial expenses up to a maximum amount of \$12,000.00, less any monies received for this purpose from the Workplace Safety Insurance Board.

ARTICLE 42 WORKPLACE SAFETY AND INSURANCE

- 42.01 An employee who is absent from duty as a result of work-related illness or injury shall:
- (a) Promptly comply with the stipulations of W.S.I.A. but nevertheless will continue to receive the employee's regular salary until the employee begins to receive W.S.I.B. income replacement benefits or such benefits that are payable and thereafter shall continue to receive eighty-five per cent (85%) of net salary (i.e. gross income less income tax deductions, if

any) and shall remit, where applicable, to the Police Governing Authority, any remuneration received from the W.S.I.B. in relation to the net salary, but "remuneration" does not include any other payments.

- (b) Continue to receive full coverage of this Agreement, and the Police Governing Authority shall continue all benefits and pension contributions as if the employee was not absent.
- (c) Continue to accumulate vacation and, at the employee's option, shall receive such accumulation upon returning to duty in time off or as pay in lieu thereof, subject to the provisions of this Agreement.
- (d) Employees may increase their receipt of benefits in this Article to one hundred per cent (100%) of their regular rate of pay by using any, some or all of their accumulated and earned overtime, lieu time, statutory holiday time, vacation time and sick time banks. It is the responsibility of the employee to advise the Police Chief or designate, in writing, should they wish to use any of their leave banks to increase their benefits under this provision.

ARTICLE 43 BENEFITS

43.01 The Police Governing Authority will contract with an insurance carrier for the purpose of providing insured services as set out below:

- i. extended health care;
- ii. emergency travel assistance;
- iii. dental care;
- iv. short term disability;
- v. long term disability;
- vi. life insurance;
- vii. accidental death and dismemberment.

43.02 Such insured services shall at all times remain at least equivalent to the present SSQ Financial Plan (policy #28055).

43.03 The Police Governing Authority shall pay one hundred percent (100%) of the single premium or the family premium, as the case may be, for any member who is eligible for and entitled to receive insured services referred to above under this Article.

43.04 The Police Governing Authority will provide each employee with the booklet which outlines the insurance plan as provided by the insurance carrier.

ARTICLE 44 PENSION

44.01 All employees shall be registered under the Ontario Pension Plan, administered by the Ontario Pension Board. The contributions required and the terms of the pension plan shall be as set out in the Ontario Pension Plan and as may be determined by the Ontario Pension Board.

44.02 Provided that the employee pays his or her portion of the contribution to the Ontario Pension Plan while the employee is employed by the Police Governing Authority, the Police Governing Authority shall pay to the Ontario Pension Plan on behalf of each participating employee one-half of the contributions required by the Ontario Pension Plan in relation to the employment by the employee with the Police Governing Authority.

44.03 Upon the retirement of an employee, the pension benefits to which an employee would be entitled shall be determined by the Ontario Pension Board.

44.04 The employer agrees to provide every employee with the opportunity to attend a pre-retirement planning course within five (5) years of their anticipated retirement date. The course shall be offered at no cost and without loss of pay to the employee.

44.05 An employee on a leave of absence due to maternity leave, parental leave or adoption leave may elect to discontinue their contribution to the Ontario Pension Plan for the duration of their leave in accordance with Ontario Pension Board requirements. It is the responsibility of the employee to inform the employer that they wish to take the necessary administrative steps to exercise this option, however the employer advises that it is not in the best interest of an employee to opt out.



ARTICLE 45
SEVERANCE PAY

45.01 The Employer will pay Severance Pay to Employees who have completed five (5) years of continuous service, and who:

- (a) . Are laid *off* with no possibility of recall; or
- (b) Resign; or
- (c) Retire

45.02 The amount of such Severance Pay shall be one (1) week's pay for every full or partial year of service at the Employee's rate of pay at the date of layoff or resignation.

45.03 The Employer will pay Severance Pay to an employee's beneficiary or estate one (1) weeks pay for every full or partial year of service at the employee's rate of pay upon an employee's death.

ARTICLE 46
SENIORITY

46.01 Seniority means the total length of previous unbroken years of service as police officers with an accredited police service, plus the length of service from hiring with the Employer, (service with the Employer including any period of approved absence, extended sick leave, or prolonged disability).

46.02 The Police Governing Authority shall maintain an up-to-date list, showing the date upon which each member's service commenced. A copy of the seniority list shall be posted in the general office and sent to the Union prior to July 1st, in each year.

46.03 Seniority rights shall cease and employment will be terminated for any of the following reasons:

1. Voluntary resignation that is not rescinded pursuant to Article 50;
2. Discharge for just cause and not reinstated;
3. Absent without authorization for any period in excess of five (5) consecutive working days without reasonable justification;

4. If a member is laid off in excess of twenty four (24) months;
5. If a member who has been laid off does not report for work within fifteen (15) days of recall as provided in Article 47, without reasonable justification;
6. If a member retires.

46.04 Seniority, as defined in 46.01, shall not be applied in determining the order of lay-off and recall of employees who are hired after July 1st, 2011. For the purpose of lay-off and recall only, seniority for employees hired after July 1st, 2011 shall be effective from the date employment commences with the Police Governing Authority until they have completed five (5) years of service. Upon completion of five years of service with the PGA, employees hired after July 1st, 2011 shall revert to the definition of seniority as defined in 46.01.

ARTICLE 47 LAY OFF AND RECALL

47.01 The Police Governing Authority may lay off one or more employees upon providing not less than two (2) months written notice prior to the effective date of the lay off. In the event the laid off employee(s) is not provided with the opportunity to work the period of notice of lay off, the employee(s) shall be paid the balance of the working notice.

Lay-off Due to a Reduction in Staffing

47.02 The application of seniority in the course of a layoff will be bargaining unit wide. Employees shall be subject to lay-off on a reverse seniority basis, meaning that the employee with the least seniority shall be the first to be laid off provided that the next senior employee retained has the necessary skills, qualifications, abilities, and willingness to perform the work available.

Lay-off Due to Community Withdrawal

47.03 Where a community no longer wishes to use the services of the PGA, the most senior affected employee shall be offered his/her choice of a position among the three most junior employees in the PGA who hold positions for which the employee has the necessary skills, qualifications and abilities to perform the work. Where a junior employee is a registered Band Member of the community which they service, they shall be exempt from bumping. The affected employee

shall be given fourteen (14) days to make their decision, or thirty (30) days where a change of location is required. Should the affected employee refuse all three positions, he/she shall be laid-off and subject to the general lay-off provisions of this Article.

47.04 The procedure of offering three positions to affected employees shall be repeated for all other affected employees, in order of seniority, until all affected employees have either been placed in alternate positions, or have refused such offers.

47.05 Employees who have been displaced by the lay-off procedure under 47.03 and 47.04 shall be laid-off and subject to the general lay-off provisions of this Article.

General Lay-Off Provisions

47.06 Employees on layoff shall have a right of recall for positions which become available, during the layoff, by seniority.

47.07 The right of recall shall cease twenty-four (24) months after the date of layoff, and the employee shall lose all seniority and be deemed terminated at that time.

47.08 The Police Governing Authority shall not participate in the cost of an employee's benefits, after the month in which the employee is laid off; however, subject to the conditions and the availability of the insurance benefits the employee may seek to arrange to have his/her benefits continued solely at the employee's expense until recall or until the expiry of the period referred to in Article 47.07, whichever first occurs.

47.09 When employees are to be recalled by the Employer, they shall be notified by Registered Mail to their last place of residence known to the Employer, and a copy of the recall notice shall be provided to the Alliance. The Employer must receive written confirmation from the employee that he/she has received the recall notice. If an employee fails to report to work within fifteen (15) calendar days after confirming receipt of the notice of recall, the Employer shall not be under any obligation to re-employ them. Where an employee is unable to report for work due to reasonable cause, the Employer shall grant the employee an appropriate extension.

47.10 An employee on layoff shall be compensated for court attendance required as a result of the performance of police duties, in accordance with Article 16.



47.11 In the event of any type of lay-off, the Employer shall make every effort to provide affected employees with financial and/or personal counselling to minimize, wherever possible, any financial and emotional hardship.

ARTICLE 48 PROBATIONARY EMPLOYEES


- 48.01 All new employees except those referred to in Article 46.01 this Agreement shall be considered probationary employees and shall be on probation for the first twelve (12) months of their active employment with the Police Governing Authority.
- 48.02 Upon completion of the probation period, an employee's seniority date shall be calculated from the first day upon which he/she commenced employment with the Police Governing Authority.

ARTICLE 49 DUTY TO ACCOMMODATE

- 49.01 Accommodations must conform to the *Canada Labour Code*, *Canadian Human Rights Act* and any other governing legislation as amended from time to time.

ARTICLE 50 RESIGNATIONS AND COOLING OFF PERIOD

- 50.01 An employee who has submitted a written resignation to his/her Detachment Commander and/or immediate supervisor may withdraw the resignation within forty-eight consecutive hours of submitting the written resignation including Saturdays, Sundays and/or statutory holidays. The withdrawal of the written resignation shall be by written notice delivered to the Detachment Commander and/or immediate supervisor within the forty-eight (48) consecutive hours of the date the written resignation was submitted.


P
B
W

ARTICLE 51
SECONDARY EMPLOYMENT

51.01 Notwithstanding that no employee shall engage in any employment constituting a conflict of interest, including any employment that is likely to bring discredit to the police service, no employee who is suspended with pay shall seek, obtain and/or engage in any secondary employment during the period of such suspension with pay except with the written consent of the Police Chief which written consent shall not be unreasonably withheld.

ARTICLE 52
PERSONNEL FILE AND EMPLOYMENT RECORD

52.01 Discipline entries in an employee's employment file shall be expunged twenty-four (24) months after the completion of the discipline, provided there has been no further discipline. Notwithstanding the foregoing, criminal convictions shall remain a part of the record unless a pardon has been granted.

52.02 Each employee is entitled to review his or her employment record prior to being counselled and on request, not to exceed twice per year, to receive a copy of any document in the record.

52.03 A copy of every entry or notation made in an employee's employment record shall be given to the employee.

ARTICLE 53
ESTABLISHED PRIVILEGES

53.01 Each time an employee is awarded the Ontario Police Fitness Pin, the Police Governing Authority will pay a one-hundred dollar and fifty (\$150.00) bonus to the employee.

53.02 If an employee takes and passes an exam related to their career progression with the Police Governing Authority, she/he shall, upon submission of receipts, receive reimbursement for the cost of study materials.

ARTICLE 54
GRIEVANCE AND ARBITRATION

- 54.01 For the purpose of this Agreement, a grievance or complaint is defined as a difference arising either between an employee and the Police Governing Authority or between the parties hereto relating to the interpretation, application, administration or alleged violation of this Agreement and shall include any complaints arising under the *Canada Labour Code*, the *Canadian Human Rights Act*, and any other relevant legislation.
- 54.02 The grievance shall be in writing and shall identify the nature of the grievance, the remedy sought, and should, where possible, specify the provisions of the Agreement which are alleged to have been violated.
- 54.03 (a) At any stage of the grievance procedure, an employee shall have the right to the presence of their Union representative. In the case of suspension or discharge, the Police Governing Authority shall notify the employee of this right in advance.
- (b) Where the Police Governing Authority deems it necessary to suspend or discharge an employee, the Police Governing Authority shall, wherever possible, notify the Alliance of such suspension or discharge in writing within one (1) day of the decision to suspend or discharge such employee.
- 54.04 Employees are encouraged to attempt to resolve a complaint by bringing the matter to the attention of their immediate supervisor. Employees are entitled to have a Union representative present for these discussions.
- 54.05 Upon request of the Employee, a complaint may be brought to the Culture Committee of the Police Governing Authority in an attempt to resolve the matter. Both the employee and the Employer may have a representative present for these discussions. Where an employee requests to be heard before the Cultural Committee, the timelines under article 54.06 shall be suspended until after the complaint is heard.

INDIVIDUAL GRIEVANCE

STEP ONE

54.06 An employee grievance shall be delivered to the Employer within thirty (30) days of the employee knowing of the events giving rise to the grievance. All grievances must be signed by a Union representative. A grievance meeting shall take place within ten (10) days of the filing of the grievance. The employee's immediate supervisor shall deliver a decision in writing within ten (10) days following the day on which the grievance was presented.

STEP TWO

54.07 Should the supervisor fail to render a decision within the time period required at Step One, or if the response is unsatisfactory to the Union or the employee, then the matter may be referred to the Police Chief. A grievance meeting shall take place within ten (10) days of a request that the grievance be heard at Step Two, and the Police Chief shall render a written decision within ten (10) days of the grievance hearing.

POLICY GRIEVANCE

54.08 A complaint or grievance arising directly between the Police Governing Authority and the Alliance concerning the implementation, interpretation, application, administration or alleged violation of this Agreement shall be submitted at Step Two of the grievance procedure within thirty (30) days of the Union becoming aware of the event giving rise to the grievance. The grievance meeting shall take place within ten (10) days of the filing of the grievance and the Police Chief shall render a written decision within ten (10) days of the grievance hearing.

54.09 Where the grievance is a Police Governing Authority grievance, it shall be filed with the Alliance within thirty (30) days of the Employer becoming aware of the event giving rise to the grievance. The Alliance shall provide a written response to the grievance within thirty (30) days of its receipt.

GROUP GRIEVANCE

54.10 Where a number of employees have identical grievances, and each one would be entitled to grieve separately, they may present a group grievance, in writing, at Step Two of the grievance procedure within thirty (30) days of the Union

becoming aware of the event giving rise to the grievance. The group grievance shall identify each employee who is grieving. A grievance meeting shall take place within ten (10) days of the filing of the grievance and the Police Chief shall render a written decision within ten (10) days of the grievance hearing.

DISCHARGE GRIEVANCE

54.11 Where an employee claims that she/he has been unjustly discharged, such grievance shall be submitted at Step Two of the grievance procedure within thirty (30) days following the date of the discharge. The grievance meeting shall take place within ten (10) days of the filing of the grievance. The Police Chief shall render a written decision within ten (10) days of the grievance hearing.

GENERAL

54.12 All agreements reached, under the grievance procedure, between the representatives of the Police Governing Authority and the representatives of the Alliance will be final and binding upon the Police Governing Authority, the Alliance, and the employee or employees involved.

54.13 Saturdays, Sundays, and holidays are not to be counted in the time limits set out in this Article.

54.14 Time limits set out in this Article may be extended by mutual agreement of the parties.

ARBITRATION

54.15 Where the Police Chief fails to render a decision within the time period required at Step Two, or if the response is unsatisfactory to the Union or the employee, then the matter may be referred to Arbitration.

54.16 If no referral for arbitration is received within thirty (30) days after the decision under Step Two of the grievance procedure has been received by the Union, the grievance shall be deemed to have been abandoned.

54.17 The parties shall attempt mutually agree on the selection of an Arbitrator, but where they fail to do so, either party may request that the Minister appoint an Arbitrator.



BP
M

54.18 The Arbitrator shall not be authorized to make any decisions inconsistent with the provisions of this Agreement, nor to alter, modify, add to, or amend any part of this Agreement.

54.19 The fees and expenses of the Arbitrator shall be shared equally between the Employer and the Alliance.

ARTICLE 55 LABOUR / MANAGEMENT JOINT COMMITTEE

55.01 To resolve any problems that may arise and to consider and make suggestions and recommendations for their resolution to their respective parties, the Police Governing Authority and the Alliance shall establish a joint committee comprised of three (3) committee members chosen by and representing the Police Governing Authority and three (3) committee members chosen by and representing the Alliance to meet every three (3) months or more if mutually agreed.

55.02 Ten (10) days prior to any meeting of the joint committee, the representatives of the Police Governing Authority and the Alliance shall advise each other in writing of the matters they wish to place on the agenda for discussion.

55.03 Employees attending to such meetings shall be compensated for their regular pay. Travel and other costs will be borne by the employer.

55.04 The joint committee does not have the responsibility to review the collective agreement nor does the committee have the authority to negotiate terms and conditions of employment. The joint committee has the power to make recommendations to the Employer and the Union.

55.05 All discussions at the joint committee shall be had without prejudice to either party in any subsequent or existing grievance.

ARTICLE 56 HEALTH AND SAFETY

56.01 The Employer, the Employees, and the Union, recognize the obligation to maintain a safe and healthy workplace and also agree that safe work practices shall be governed by the requirements set out in the Canada Labour Code Part II – Occupational Health and Safety.

ARTICLE 57
INFORMATION TO THE ALLIANCE

57.01 At the request of the Alliance, the Police Governing Authority shall in writing provide to the Alliance, the following information:

- (a) The last audited financial statement of the Police Governing Authority, within thirty (30) days from the day that the Police Governing Authority receives the statement.

ARTICLE 58
COPIES OF COLLECTIVE AGREEMENT AND DISTRIBUTION

58.01 The Police Governing Authority shall print this Agreement and give a copy of this Agreement to each employee within sixty (60) days of signing the agreement.

ARTICLE 59
SEVERABILITY

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

ARTICLE 60
TERM / DURATION OF AGREEMENT

60.01 This Agreement shall become effective as of the 21st day of June, 2011 and shall remain in effect until the 20th day June of 2014.




Schedule "A"
WAGES

Staff Sergeant	92,526
Sergeant #2	89,049
Sergeant #1	87,302
Sn. Const.	78,804
1 st Class	77,259
2 nd Class	68,764

Note:

All employees shall receive a wage increase, retroactive to April 1st, 2011, when the Employer has concluded negotiations of the Tri-partite Agreement with the Provincial and the Federal Governments. All percentage increases in funding to the Employer shall be awarded in full to the employees and applied to their existing wage rates.



B
n

Schedule "B" CLOTHING

All articles of clothing in use by members of the Anishinabek Police Service shall be replaced as required.

Specialized clothing for the Regions may be made available as required (e.g. Arctic parka).

The following list may be modified as recommended by the Joint Clothing Committee and approved by the Police Chief.



ASP	3 neckties
ASP holder	Leather Kevlar gloves
Rechargeable flashlight	Multi-tool
Flashlight holder	Multi-tool holder
Handcuff pouch	Handcuffs
Level III holster	Key keeper
Magazine pouch	OC holder
Pistol	Radio holder
Wallet	Work belt (inner)
Work belt (outer)	Body armour
Outer carrier	Boots
Snowmobile boots (as required)	Shoes
Fur hat	Gloves
Mitts	Peaked cap
Scarf	Arctic parka (as required)
Patrol jacket	Leather jacket
Rain jacket	Tunic
3 cargo pants	3 striped wash/wear pants
4 long-sleeve shirts	4 short-sleeve shirts
1 turtleneck	1 sweater
Snowmobile/ATV helmet (as required)	

Schedule "C"
VACATION ENTITLEMENT

Years of Service	Vacation Entitlement
Less than 7 years	3 weeks
7 years but less than 14	4 weeks
14 years but less than 21	5 weeks
21 years but less than 28	6 weeks
28 years or more	7 weeks

ADDITIONAL VACATION: "Four-Day Weekend"

As a signing bonus for this first Collective Agreement between the parties, every employee shall be entitled to two days of leave with pay which shall be taken in conjunction with two days of rest, giving the employee four consecutive days of leave. This leave must be taken at a time mutually convenient to the Employer and the employee, between September 1st 2011 and August 31st 2012.



B
M

MEMORANDUM OF AGREEMENT #1

between

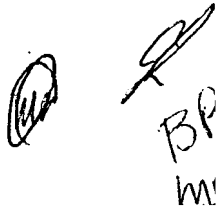
THE POLICE GOVERNING AUTHORITY
(ANISHINABEK POLICE SERVICE)

and

THE PUBLIC SERVICE ALLIANCE
(APS OFFICERS UNIT)

CONTRACT OFFICERS

1. This Memorandum of Agreement applies to all positions within the bargaining unit which are not funded by the tripartite funding agreement under the First Nations Policing Policy.
2. Where the PGA receives funding to staff positions outside of the funding received under the tripartite agreement, such positions shall be staffed by offers of employment of no longer than twelve (12) months in duration. These positions shall be posted in accordance with the provisions of Article 20.
3. Once a position has been filled, the incumbent's contract may be extended up to a further 12 months, without competition, if the funding for the position is renewed. The position must be identical to that previously held by the incumbent in order for the contract to be renewed without competition.
4. The provisions of Article 43 (Benefits), Article 44 (Pension) and Appendix "A" (Rates of Pay) shall not apply to these positions. It is understood that the Employer shall compensate these employees to the fullest extent possible with the available funding, but may not be able to match all terms and conditions of employment enjoyed by permanent full-time employees in the bargaining unit. All other Articles of the Collective Agreement shall apply in their entirety to these positions.
5. No contract of employment shall be offered to any prospective employee without the express written agreement of the Union, which shall be provided with the funding document, a job description, and the Employer's proposal for compensation for every newly created contract position.



Handwritten initials and signature in the bottom right corner, including a circled mark and the letters 'BP' and 'M'.

6. Where a contract position becomes vacant and continues to be funded, it shall once again be subject to competition. Preference shall be given to existing employees of the bargaining unit who have the necessary qualifications to fill the position, in accordance with Article 20.02. The PGA may only hire from outside the bargaining unit where there are no qualified internal applicants.
7. Where an existing permanent employee is the successful applicant on a contract position, they shall retain the right to return to their substantive position and shall be returned to it upon completion of their contract. Permanent employees may only be returned to their substantive position prior to the completion of the contract by mutual agreement.
8. This Memorandum of Agreement shall form part of the Collective Agreement between the parties.

Transitional Provisions

1. All incumbents currently holding contract positions shall be retained in those positions, subject to continuing funding, and the positions shall not be open to competition until they become vacant.
2. Within thirty (30) days of the signing of this Memorandum, the Union shall be provided with copies of all contracts currently in effect. Where there is any variance between the terms and conditions of the contract and this Memorandum of Agreement, the terms and conditions of this Memorandum shall prevail. For further clarity, all contract employees shall be subject to all provisions of the Collective Agreement except Articles 43, 44 and Appendix "A".
3. Once the existing contracts of employment have expired, all new contracts must be issued in accordance with this Memorandum of Agreement and shall be subject to the Union's express written approval.
4. The Union shall withdraw Policy grievances 001 and 002 dated January 25th, 2011.



Handwritten signature and initials 'B' and 'W'.

MEMORANDUM OF AGREEMENT #2

between

THE POLICE GOVERNING AUTHORITY
(ANISHINABEK POLICE SERVICE)

and

THE PUBLIC SERVICE ALLIANCE
(APS OFFICERS UNIT)

SOCIAL JUSTICE FUND

The Employer recognizes the important work performed by the Public Service Alliance of Canada's Social Justice Fund and agrees to make a one-time donation to the fund in the amount of \$1,200.00. This contribution must be used to further the work of the SJF in assisting First Nations communities in Northern Ontario.



~~BP~~
M

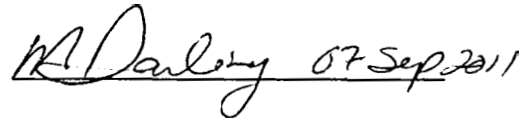
Signed this 21 day of June, 2011

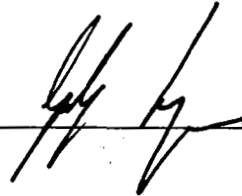
For the
Police Governing Authority

For the
Public Service Alliance of Canada



 27 Aug 11

 07 Sep 2011



 Sharon Desrosiers

MEMORANDUM OF SETTLEMENT

between

THE POLICE GOVERNING AUTHORITY
(ANISHINABEK POLICE SERVICE)

and

THE PUBLIC SERVICE ALLIANCE
(APS OFFICERS UNIT)


TENTATIVE COLLECTIVE AGREEMENT

The Parties have reached a tentative first Collective Agreement which comprises the fifty-six (56) pages attached hereto.

The Employer agrees that it shall recommend acceptance of this Agreement to the PGA Board of Directors, and the Union agrees that it shall recommend acceptance to its members.

Signed on National Aboriginal Day (June 21st, 2011) in Sault St. Marie.

For the
Police Governing Authority



For the
Public Service Alliance of Canada

