

CIVILIAN COLLECTIVE AGREEMENT

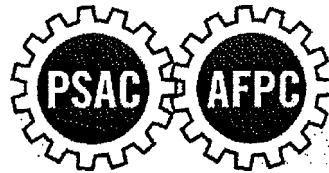
Between



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Anishinabek Police Service Governing Authority

And



Public Service Alliance of Canada
Alliance de la Fonction publique du Canada

Public Service Alliance of Canada

1st day of April, 2008 – 31st March, 2009

13867(02)

ARTICLE 1 – RECOGNITIONS AND DEFINITIONS

- 1.01** The Employer recognizes the Public Service Alliance of Canada (“Alliance”) as the exclusive Bargaining Agent with respect to all matters pursuant to all Civilian Employees of the Anishinabek Police Service, excluding the positions of the Director of Finance, Police Chief’s Executive Assistant, any temporary replacement employee who replaces another Civilian Employee on leave for a period not to exceed twelve (12) months, any occasional temporary employee for a work term of not to exceed six (6) months, and any and all student placement positions of a temporary nature.
- 1.02** Wherever applicable in this Agreement the singular shall include the plural.
- 1.03** Where an employee is employed as a civilian member of a First Nation Police Service and the PGA assumes or undertakes to amalgamate or otherwise acquire a First Nation Police Service, the PGA will recognize only the service of the employee of the predecessor First Nation Police Service from his/her last date of hire in relation to his/her employment with a First Nation Police Service for the purpose of eligibility for benefits in accordance with Police Governing Authority policy.

Further, where the Police Governing Authority assumes or undertakes the policing of a First Nation Police Service to the extent of hiring employees of the predecessor First Nation Police Service, the PGA may consider the range of such prior service from the last date of hire with First Nation Police Service in calculating seniority of such employees but only to the extent that such award of seniority, if any, does not affect the employment status of any existing employee of PGA at either the time of amalgamation or otherwise acquiring a First Nation Police Service.

Notwithstanding any of the foregoing with respect to recognition of either service or seniority, the PGA, in the event of assuming a First Nation Police Service shall not recognize any outstanding severance obligations, if any, accumulated as a result of previous service and/or seniority with a First Nation Police Service and/or other policing service.

- 1.04** Any expression of the male gender shall also include the female gender in its application, and vice versa.

DEFINITIONS

- 1.05 **"Employee"** whenever herein used shall mean only those employees coming within the Bargaining Unit as described above.
- 1.06 **"Employee Representative"** means any member or representative of the Public Service Alliance of Canada as identified in writing to PGA by Alliance.
- 1.07 **"Employer"** means the Police Governing Authority.
- 1.08 **"Grievance"** means a complaint of an employee, made in writing, concerning a working condition or term of employment which is applicable to employees covered by this Agreement and, in particular, 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.
- 1.09 **"Group Grievance"** means a complaint common to two (2) or more employees, made in writing, concerning a working condition or term of employment that is applicable to employees covered by this Agreement.
- 1.10 **"Grievor"** means a person who has filed a grievance under this Agreement.
- 1.11 **Lieu Bank** means volunteer time placed in a bank which is calculated hour for hour as authorized by PGA such as, but not limited to, community service and such time has no monetary value.
- 1.12 **Overtime Bank** means overtime placed in a bank which is calculated at time and a half in accordance with the *Canada Labour Code*.
- 1.13 **"Police Chief"** means the Police Chief, Acting Police Chief, or designate from time to time, of the Anishinabek Police Service.
- 1.14 **"Police Governing Authority" ("PGA")** whenever hereinafter used shall mean the Police Governing Authority of the Anishinabek Police Service representing its member First Nations Territories.
- 1.15 **Senior Management Team** shall act as a designate to the Police Governing Authority and its members include the Police Chief; Deputy Police Chief; Director of Finance; Director of Operations (North); Director of Operations (South); and Director of Operations (Central); Director of Support Services.
- 1.16 **"Service"** means the Anishinabek Police Service.

- 1.17 **"Student"** means any person who is in full attendance at a secondary or post-secondary institution and who is hired as a temporary employee for a school vacation period or semester period under a Co-operative education program or from time to time to perform special projects. The Wage Rate shall be determined at the discretion of the **PGA** subject to legislation. A student's employment may be terminated at any time without recourse to the grievance procedure.
- 1.18 **"Vacancy"** means any unoccupied position in the Bargaining Unit of the Anishinabek Police Service.
- 1.19 Except where otherwise provided for in this Agreement expressions used in this Agreement, if defined in the *Canada Labour Code*, have the same meaning as given them in the *Canada Labour Code*.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.01 The Alliance and its members recognize and acknowledge that it is the exclusive function of the Police Governing Authority, except where expressly limited in this Agreement,
- 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, evaluate, train, re-evaluate, re-train, assign, re-assign and transfer;
 - d. Generally to manage the Anishinabek Police Service in which the Employer is engaged 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 and procedures.
- 2.02 The Police Governing Authority agrees that it will not exercise discipline **up** to and including termination of any employee without just cause. 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.

- 2.03** 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:"

ARTICLE 3 - APPLICATION

- 3.01** The provisions of this Agreement apply to the Alliance, Employees, and the Employer.

ARTICLE 4 - ALLIANCE MEMBERSHIP

- 4.01** The Employer shall allow all new employees the opportunity to meet with an Alliance Representative within a reasonable amount of time which will normally be within two weeks of the date of their hire. This meeting may occur on Anishinabek Police property during working hours and shall not exceed two hours in length.
- 4.02** The Employer agrees to provide each new Employee with a copy of the Collective Agreement and to advise them as to the name of the Alliance Representative.
- 4.03** The Alliance shall inform the Employer, in writing, of the authorized monthly deduction to be checked off for each Employee.
- 4.04** The PGA agrees to supply to the Alliance, quarterly, with the name and classification of all employees in the Bargaining Unit, and the Employer will deduct an amount equal to the biweekly membership dues from the biweekly pay of all Employees in the Bargaining Unit.
- 4.05** The amounts deducted, in accordance with this Article, shall be remitted to the Comptroller of the Alliance, PSAC 233 Gilmour Street, Ottawa, Ontario K2P 0P1, by cheque, within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each Employee and the deductions made on the Employee's behalf.

- 4.06** The Alliance shall save harmless the PGA from any and all claims which may be made against the PGA arising from or in any way related to deductions made from the pay of an employee directed or authorized by the Alliance.
- 4.07** The Police Governing Authority agrees that it shall not treat adversely, harass, restrain, interfere, intimidate, coerce or threaten, directly or indirectly, any employee in respect of their employment because of the employee's membership or activity in the Alliance.

ARTICLE 5 - EMPLOYEE REPRESENTATIVES

- 5.01** The Alliance shall determine the jurisdiction of each Employee Representative and notify the Employer, in writing, of the name and jurisdiction of its Employee Representatives.
- 5.02** The Employee Representative on site as an employee shall request time from Senior Management and provide 24 hours notice to Senior Management prior to participating in grievance representation and joint labour management committee meetings held during working hours and such request shall not be unreasonably denied.

ARTICLE 6 - HARASSMENT AND SEXUAL HARASSMENT

- 6.01** The Alliance and the Employer recognize the right of Employees to work in an environment free from harassment and sexual harassment, and agree that harassment and sexual harassment will not be tolerated in the workplace and shall be dealt with in accordance with PGA policy.

ARTICLE 7 - NO DISCRIMINATION

- 7.01** There shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or any disciplinary action exercised or practiced with respect to an Employee by reason of age, race, creed, colour, national origin, religious affiliation, sex, sexual orientation, family status, mental or physical disability in accordance with the CHRA.
- 7.02** Any level in the Grievance Procedure shall be waived if a person hearing the grievance is the subject of the complaint, but no other level shall be waived saved by mutual agreement.

ARTICLE 8 - SALARIES AND WAGES

- 8.01** The PGA shall pay each Employee the salary and wages as set out in Schedule "A" annexed hereto and forming part of this Agreement.

- 8.02** The PGA 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 when it is beyond its control, the PGA shall deposit an Employee's salary and wages in the Employee's bank account not later than 0700 hours on each pay day.
- 8.04** The Employer shall not make any deductions from an Employee's salary and wages unless authorized in writing by the Employee, statute, court order, arbitration, or this Agreement.
- 8.05** Except as authorized or permitted by Federal or Provincial Statute, or by the employee in writing the PGA 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** When the PGA proposes a new position or to modify or change an existing classified position, the classification and the salary range for that position shall be negotiated with the Alliance. If the parties are unable to negotiate a salary range then the matter of salary shall be subject of Arbitration.

ARTICLE 9 - HOURS OF WORK

- 9.01** The normal hours of work for Employees shall be a total of thirty-five (35) hours per week performed in a continuous eight hours per day, in between the hours of 8:30 a.m. and 4:30 p.m., Monday to Friday and shall include a one hour unpaid lunch, save and except building caretaker person whose hours are flexible as determined by PGA.
- 9.02** The scheduled hours of work shall be in accordance with the scheduled hours or hours posted in the workplace and determined in consultation with the Employees affected.
- 9.03** Any change in the normal hours of work shall be posted at least two weeks in advance of any change, and if less notice is provided the PGA shall pay a premium of overtime for the first day worked on the new schedule.
- 9.04** Scheduled shifts shall start and conclude at the Employee's detachment or such other assigned work location designated by the Employer.

- 9.05** Where an Employee on a normal work day is required by Employer to terminate the Employee's work day without just cause before the completion of the Employee's work day the Employee shall receive no less than the pay for the hours he/she was scheduled to work on that day.
- 9.06** An Employee shall be entitled to a fifteen (15) minute paid break in each half of a normal working day, provided that such a break does not interfere with the operational requirements of the **PGA**.

ARTICLE 10 - OVERTIME AND LIEU TIME

- 10.01** Overtime shall be any time spent in the service of the Employer in excess of an Employee's scheduled hours of work as approved by the Employer. Employee required to work overtime shall be paid in accordance with the *Canada Labour Code*.
- 10.02** Where an Employee is required to be on duty for any period in excess of fifteen (15) minutes after the Employee's normal hours of work, such time shall accumulate, including the first fifteen (15) minutes and be credited to the Employee's overtime bank.
- 10.03** Unless the *Canada Labour Code* or the Regulations thereto prescribed a greater rate, all overtime shall be compensated at the rate of one and one half (1-½) hours of overtime for every hour worked in **excess** of the Employee's normal hours of work. For the purpose of calculating partial hours, six (6) minutes shall equal to 0.1 hours.
- 10.04** Where an Employee completes a period of overtime as defined in this Agreement the Employee shall indicate to the Employee's supervisor whether the Employee elects to be paid for such overtime, or take an equivalent time off in lieu of overtime pay at time and a half.
- 10.05** 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.
- 10.06** Overtime for which an Employee has elected as time off will be accumulated in an overtime bank and may be taken off by the Employee as part of a day, or as whole day(s). The Employee shall make the request to the Employee's supervisor and the time off will only be taken with the agreement of the Employee's supervisor.
- 10.07** Where an Employee maintains an overtime bank as provided for above, and at, or about *December 1st* of each year there are hours in the overtime bank, all unused overtime on *December 1st* of each year shall be paid out on, or about the first pay period in December.

10.08 The matter of time off in lieu of overtime pay shall be mutually agreed upon by both the Employee and the PGA.

ARTICLE 11 - CALL BACK

11.01 An Employee who completes a shift and thereafter during off duty hours and before the commencement of the Employee's next scheduled shift is called to duty by the Senior Management Team shall, unless otherwise mutually agreed upon between the Employer and Employee, be paid for each such call back the greater of:

(a) one and one half (1-1/2) 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 rate of pay.

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

11.03 An Employee who is requested to report for work **up** to two (2) hours prior to a normal tour of duty and contiguous to the member's normal tour of duty will be permitted to leave work up to two (2) hours prior to the end of the member's regularly scheduled normal tour of duty, accordingly. In the event, at the discretion of PGA, the Employee is not accordingly permitted to leave work **up** to two (2) hours prior to the end of the member's regularly scheduled normal tour of duty, the Employee shall be paid overtime rates for the time worked up to and contiguous to the member's normal tour of duty.

ARTICLE 12 - OUT OF TOWN ASSIGNMENT

12.01 When authorized by the Police Chief to travel at the expense of the Police Governing Authority, an Employee shall be reimbursed such travel expenses that are reasonable incurred in accordance with the Travel Policy of the Anishinabek Police Service.

12.02 (a) Mileage rates for all travel required by the Employer shall be fifty cents (\$0.50) per kilometer retroactive to July 21, 2008.

(b) Upon verifications from the Employees insurer the Employer shall **pay** the Employee the difference between the regular private vehicle insurance and occasional use business insurance up to a maximum of two hundred dollars (\$200) per annum.

- 12.03** Meal and incidental allowances shall be set out in accordance with **PGA** policy.

ARTICLE 13 - PROMOTIONS, JOB POSTINGS, TRANSFERS, VACANCIES AND PROCEDURES

- 13.01** Where a vacancy occurs, or a new position is created within the Bargaining Unit, which the **PGA** 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. 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 shall not apply to vacancies or new positions within the Bargaining Unit that are for a duration of four **(4)** months or less.
- 13.02** Members shall submit written applications for the vacancy 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 Senior Management Team. This determination shall not be unreasonably exercised. Where, in the judgment of the Senior Management Team, applicants' qualifications for the position are relatively equal, the more senior applicant shall **be** awarded **the** position.
- 13.03** Should there be no suitable applicants from within the Bargaining Unit, the Senior Management Team may hire from outside the Bargaining Unit.
- 13.04** The local president of the Alliance shall be provided with a copy of the letter of offer for all new employees at the time of the offer.

ARTICLE 14 - LEGAL INDEMNIFICATION

- 14.01** An Employee seeking to be eligible for indemnification under this Article shall proceed as follows:
- a) Apply in writing to the Police Chief within thirty (30) days of charges being laid, or a proceeding being served;
 - b) Seek approval of the Police Chief for any choice of defense counsel, which approval shall not be unreasonably withheld, and must be given in writing by the Police Chief and/or Senior Management Team;
 - c) 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, and/or Senior Management Team.

- 14.02** Where an Employee is eligible for indemnification as set out in *Article 14.01*, an Employee charged with, and subsequently acquitted of a criminal, or statutory offence arising out of an act committed in the good faith performance of his/her duties, will be indemnified for the solicitor's fees, disbursements, and applicable taxes incurred in the defense of such charge(s) upon submission and approval by the Senior Management Team of the Solicitor's final Bill of Costs which approval shall not be unreasonably withheld.
- 14.03** Where an Employee is eligible for indemnification as set out in *Article 14.01*, and is a defendant in a civil proceeding arising out of acts done in the good faith performance of his/her duties as an Employee, in the judgment of the Senior Management Team, which judgment shall not be unreasonably exercised, the Employee will be indemnified for the solicitor's fees incurred in the defense of such proceedings up to a maximum of \$5,000.00 upon submission and approval of the solicitor's final Bill of Costs, which approval shall not be unreasonably withheld.
- 14.04** 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 of omissions of an Employee acting as a private citizen;
 - (c) disciplinary charges or conduct complaints.

ARTICLE 15 - ALLIANCE MEETINGS AND NOTICES

- 15.01** Subject to the provisions of this Article, an Employee may request from the Police Chief, leave to attend Alliance trainings, meetings, conventions, conferences and hearings. Leave without pay may be granted if requested with two weeks notice. Such leave shall be billed to the Alliance directly. The Police Chief may grant such leave if it is in compliance with this Article, and does not interfere with the effective and efficient operational requirements of the Anishinabek Police Service.
- 15.02** Application for leave shall be from the members in writing and/or communicated by Enterpol or email to the Police Chief or their designate with at least two (2) weeks notice and will be responded to within one week of receipt.
- 15.03** Employees shall not use the Employer's equipment or supplies without the Police Chief's permission in relation to attending Alliance meetings, hearings or other Alliance business, except for limited communication by a fax, telephone and/or email as per PGA policy.

- 15.04** Employees shall be entitled to receive leave under this Article, with pay, subject to the following limitations:
- a) the pay shall be based on the Employee's regular scheduled hours, and shall be paid out at that 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;
 - d) the Employee shall not be entitled to reimbursement for travel, or any other expense.
- 15.05** Should an Employee be a member of the Executive of the Alliance, such Employee shall be granted leave of absence without pay for Alliance business. Such leave of absence shall only be granted when it does not interfere with the effective and efficient operations of the Police Governing Authority, and such leave will not be unreasonably withheld from the Police Governing Authority.
- 15.06** The Alliance shall **have** the right to post Union notices in each building occupied by the Police Governing Authority at locations satisfactory to the Police Chief, and accessible to the Employees.
- 15.07** 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 Alliance Representatives on the Bargaining Committee for meetings to negotiate the renewal of the Collective Agreement.
- 15.08** Employees shall be entitled to receive leave with pay for participation in Health and Safety Committee meetings.

ARTICLE 16 - VACATIONS

- 16.01** Every Employee shall be entitled to vacation, with pay, between January 1st and December 31st, of each year, as set forth in Schedule "B" annexed hereto, and forming part of this Agreement.
- 16.02** Where an Employee is hired after January 1st, in a calendar year, vacation entitlement shall be granted in that year on a prorated basis.
- 16.03** 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.

- 16.04** An Employee shall be entitled to increased vacation, in accordance with Schedule "B", in the year in which the anniversary of the Employee occurs, on a prorated basis.
- 16.05** Employees shall make application for scheduled vacation consisting of blocks of three days or more at least four (4) weeks in advance of the commencement of the vacation. Such requests shall be granted on the basis of seniority subject to the operational requirements of the Anishinabek Police Service.
- 16.06** Subject to the other provisions of this Article and the operational requirements of the APS an employee shall be entitled to not less than THIRTY-FIVE (35) hours vacation (excluding rest days) during the months of July and August, if earned.
- 16.07** An Employee shall be entitled to carry one week's vacation entitlement, or any portion thereof, over to the following year, subject to the approval of the Police Chief which approval shall not be unreasonably withheld.
- 16.08** (a) When, in any year, for any reason other than retirement, an Employee leaves the Anishinabek 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 pay in lieu carried over from the previous year, if any, 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 Anishinabek Police Service for any reason other than retirement, having taken the complete vacation for that 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.
- 16.09** An Employee who is on extended sick leave with pay shall accumulate vacation entitlement based on length of absence but in no instance shall the vacation entitlement be based on an absence greater than 24 months 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 Anishinabek Police Service as a result of injury, or illness, shall be entitled to payment in full of earned vacation based on length of absence but in no instance shall the vacation entitlement be based on an absence greater than 24 months.

- 16.10** An Employee, upon request, shall be paid up to thirty-five (35) hours vacation time, in lieu of time off, commensurate with sufficient credits, at the discretion of the Police Chief, which discretion shall not be unreasonably exercised, to be paid on the first payday in December in the current calendar year.
- 16.11** For the purpose of calculating vacation entitlement pursuant to Schedule "B", years of service shall be calculated from the date of last hire with the Police Governing Authority, provided that:
- a) Where an Employee is 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 calculated from his/her last date of hire in relation to policing a 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 at a First Nation police service, the vacation entitlement of the employee shall include such prior service in accordance with PGA policy.

ARTICLE 17 -STATUTORY HOLIDAYS

17.01 Each Employee shall be entitled to twelve (12) statutory holidays in each calendar year during the term of this Agreement. The statutory holidays are as listed below:

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

- 17.02** An Employee authorized and directed by the Senior Management Team to work on a statutory holiday shall, in addition to lieu time, be paid the rate of one and one half (1-1/2x) his/her regular rate of pay for each hour worked during the shift, where the shift commences on the holiday day.
- 17.03** 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.

17.04 Contract and Temporary Employees shall receive statutory holidays if they are employed at the time they occur but shall not be entitled to the provisions of Article 17.03.

ARTICLE 18 - MATERNITY LEAVE

18.01 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.

18.02 A male employee may be granted one (1) day paid leave for needs directly related to the birth of his child.

18.03 Employees returning from 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 which their former position would have been entitled at the time of the return to work.

18.04 During maternity and/or parental leave, where 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 eighty percent (80%) of their regular pay.

18.05 Employees must provide proof of application for and receipt of Employment Insurance Benefits.

18.06 A pregnant employee who applies for Employment Insurance Benefits, shall receive from the Police Governing Authority eighty percent (80/100%) of their regular pay for the two-week waiting period for receipt of Employment Insurance Benefits.

18.07 With written notice to the Police Chief or their designate 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 and vacation time.

ARTICLE 19 - PARENTAL LEAVE

19.01 Parental Leave and the subsequent return to employment must at least conform to the provisions of the *Canada Labour Code* as amended.

ARTICLE 20 - SICK LEAVE

20.01 Every Employee shall receive a credit of 1.25 days (seven (7) hours/day) of sick leave for each month of service, such credits to be cumulative, provided the Employee received at least ten (10) days pay in that one (1) month.

- 20.02** An Employee earns sick leave credits, but is not entitled to sick leave with pay during his/her first three (3) months of continuous employment.
- 20.03** Sick leave means the period of time an Employee is absent from work by virtue of being sick or disabled, and any sick leave for three (3) consecutive scheduled shifts or more will require a note from the employee's family and/or licensed physician certifying that the Employee was unable to carry out his/her duties.
- 20.04** Any unused sick leave credits not used at the end of a calendar year will be forfeited.
- 20.05** Every 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 Safety Act*.
- 20.06** 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 day, in which circumstance the deduction will be made for each hour, or portion thereof which the Employee was absent from work.
- 20.07** An Employee who is unable to report for duty by reason of illness or injury shall cause the Employee's immediate supervisor to be notified as soon as reasonably practicable before the start of the Employee's scheduled shift.
- 20.08** Upon termination of an Employee's employment, for whatever reason, any unused sick leave credits shall be forfeited.
- 20.09** In the event an Employee is in receipt of Short Term Disability, with written notice to the Police Chief or designate all earned sick leave credits, overtime credits, vacation credits, and other lieu credits, may be utilized until exhausted, so as to cause the Employee to receive one hundred percent (100%) of the Employee's regular wage. During the period of receiving Short Term Disability Benefits, an Employee shall pay over, or transfer all monies received from The Short Term Disability Insurer to the Police Governing Authority; in a manner satisfactory to the Police Governing Authority so as to have the Police Governing Authority administer the Employee's income during the period the Employee is in receipt of Short Term Disability Benefits

ARTICLE 21 - BEREAVEMENT LEAVE

- 21.01** An Employee is entitled to and shall be granted, in the event of the death of a member of his/her immediate family, bereavement leave on any of his/her normal working days that occur during four **(4)** days immediately following the day of death provided the employee attends the funeral. If the funeral is five (500) or more kilometers from the Employee's home, the leave shall be extended by two (2) additional days for the purpose of traveling and attending the funeral. In the event, **the** employee does not attend the funeral, the employee shall be granted three (3) days immediately following the day of death. 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.
- 21.02** An Employee who has completed three (3) consecutive months of continuous employment, and is entitled to employment bereavement on leave under Article 21.01, is entitled to such leave with pay, at the regular rate of pay for such days which occur during the period of leave of absence under Article 21.01.

ARTICLE 22 - MARRIAGE LEAVE

- 22.01** After the completion of one (1) year of continuous employment, and upon two (2) weeks of written notice, an Employee shall be granted leave with pay for three (3) days to attend his/her wedding.

ARTICLE 23 - TRAINING AND DEVELOPMENT LEAVE

- 23.01** All applications for training and development are in the discretion of and subject to the approval of the Police Chief, taking into consideration, the operational requirements of the Anishinabek 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. It is understood and agreed between the parties that the discretion and approval of the Police Chief shall not be unreasonably exercised.
- 23.02** The Employee shall be entitled to payment for his/her time traveling to and from such a course, workshop, or conference and his/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.

- 23.03** Any Employee applying for training and development may apply to the Police Chief for reimbursement of the expenses incurred by the Employee attending such course, workshop, or conference, approved by the Police Chief, the Police Governing Authority shall reimburse the Employee for such approved expenses in accordance with Anishinabek Police Service policy.

ARTICLE 24 - EDUCATION LEAVE

- 24.01** An Employee with at least three (3) years of continuous employment with the Police Governing Authority who wishes to further his/her education, may apply for 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 Anishinabek Police Service, the suitability of the applicant for training or education, and the appropriateness of the proposed training or education.
- 24.02** While an Employee is on an unpaid education leave, any benefits based on service, or seniority shall be retained, but not accumulated.
- 24.03** The Employee shall, coincident with 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 Chief of Police, Which determination shall not be unreasonably exercised.
- 24.04** The Police Governing Authority shall not participate in the cost of an Employee's benefits after the month in which the Employee commences an education leave and/or any other leave provided that subject to the conditions and availability of the insurance benefits, the Employee may seek to arrange to have his/her benefits continued solely at the Employee's expense until the expiry of any approved leave period referred to in this Agreement.

ARTICLE 25 - WORKPLACE SAFETY AND INSURANCE

- 25.01** An Employee who is absent from duty as a result of a work related illness or injury shall:
- (a) Promptly comply with the stipulations of the *Workplace Safety and Insurance Act*, but nevertheless will continue to receive the Employee's regular salary until the Employee begins to receive

WSIB Income Replacement Benefits, or such benefits that are payable and thereafter shall continue to receive eighty-five percent (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 WSIB 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 as if the Employee was not absent.
- (c) Continue to accumulate vacation based on length of absence but in no instance shall the vacation entitlement be based on an absence greater than 24 months and at the Employee's option, shall receive such accumulation upon returning to duty in time off, or as pay in lieu thereof.
- (d) With written notice to the Police Chief or their designate Employees may increase their receipt of benefits in this Article to one hundred percent (100%) of their regular rate of pay by using any, some, or all of their accumulated and earned overtime, vacation time, and sick time banks.

ARTICLE 26 - BENEFITS

26.01 The Employer will contract with an Insurance carrier for the purposes of providing insured services as set out below:

Extended Health
Emergency Travel Assistance
Dental Care
Short Term Disability
Long Term Disability
Life Insurance
Accidental Death and Dismemberment

Such insured services shall at all times remain at least equivalent to the present Sun Life Group Insurance Plan (policy #22202).

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

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

ARTICLE 27 - SAVINGS PLAN

- 27.01** Employees of the bargaining unit shall continue to participate in Employer's Retirement Fund as enumerated in the Anishinabek Police Service Policies and Procedures whereby the Employer contributes 6% of the employee's regular salary and the employee contributes 6% of the employee's regular salary.
- 27.02** An employee is only entitled to have access to the funds upon retirement, termination or resignation from employment with the Police Governing Authority. It is agreed and understood between the parties that an employee only has access to the Employer's contribution portion if the employee has completed two (2) years of employment with the Police Governing Authority.
- 27.03** Where an employee is off on Long Term Disability, Article 27.01 will apply for a term not to exceed twenty-four (**24**) months.

ARTICLE 28 - LOSS OF SENIORITY

- 28.01** 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 32 (Resignations);
 2. Discharge for just cause;
 3. Absent without leave for any period in excess of five (5) consecutive working days;
 4. If an Employee is laid off in excess of two (2) years;
 5. If an Employee who has been laid off does not report for work within fifteen (15) days of recall as provided in Article **29** (Layoff and Recall);
 6. If an Employee retires.
- 28.02** Seniority as referred to in Article **28.04**, shall be applied in determining the order of layoff and recall of Employees pursuant to Article **29** (Layoff and Recall).
- 28.03** Subject to Articles 1.03 (Recognized service) and 16.11 (Vacation Entitlement), seniority shall be effective from the date employment commences with the Police Governing Authority.
- 28.04** 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 Alliance prior to July 1st, in each calendar year.'

ARTICLE 29 - LAYOFF AND RECALL

- 29.01** A notice of layoff shall be given in accordance with terms of *The Canada Labour Code*. If the Employee laid off has not had the opportunity to work the period of notice of layoff, he/she shall be paid in accordance with *The Canada Labour Code*, and any amendments thereto.
- 29.02** The Police Governing Authority may lay off one or more Employees upon providing not less than forty-five (45) days written notice prior to the effective date of the layoff. 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. The application of seniority in the course of a layoff will be limited to the work detachment/headquarters of the affected Employee(s), and for the purposes of a layoff, such application of seniority shall not be a means for promotion of the affected Employee(s).
- 29.03** Subject to Article 29.02, Employee on layoff possessing the necessary skills, qualifications, abilities, and willingness to perform the work available in the judgment of the Senior Management Team, which judgment shall not be unreasonably exercised, shall have a right of recall for positions which become available during the layoff, in reverse order of layoff..
- 29.04** 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.
- 29.05** 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, provided that 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 29.04, whichever first occurs.
- 29.06** When Employees are to be recalled by the Employer, they shall be notified by Registered Mail, or any other written means the Employer may wish to utilize, to their last place of residence known to the Employer, and a copy of the same will be provided to the Alliance. If they fail to report to work within fifteen (15) calendar days after the delivery or receipt of such notice, whichever is greater, the Employer shall not be under any obligation to re-employ them.

29.07 Other than the right of recall, and the benefits provided in this Article, during the period of layoff, an Employee on layoff shall not be entitled to any of the benefits in this Agreement.

29.08 An employee who has completed a minimum of five (5) years of continuous service and who ceases to be an employee because of lay off, death, retirement, resignation is entitled to severance pay equal to (1) one week of salary for each year of continuous service to a maximum of (26) twenty six weeks of pay. An employee who ceased to be an employee due to dismissal for just cause or abandonment shall not be entitled to severance pay. The calculation of severance pay of an employee shall be based on the regular salary of the employee at the date he/she ceases to be an employee.

ARTICLE 30 - PROBATIONARY, CASUAL, AND TEMPORARY EMPLOYEES

30.01 All new Employees shall be considered probationary Employees, and shall be on probation for the first twelve (12) months of the employment with the Police Governing Authority, and after twelve (12) months their name shall be placed on the Seniority List with an effective date as at the first date of last hire with the Police Governing Authority, subject to Articles 1.03 and 16.11(a).

30.02 A Temporary Employee shall be an Employee hired for a non permanent position for a specific period not to exceed twelve (12) months.

30.03 A Casual Employee shall be an Employee hired from time to time for casual tasks of short duration not to exceed six (6) months and will not be subject to the Grievance Procedure or acquire seniority.

30.04 The Police Governing Authority agrees to notify the Regional Office of the Alliance when an Employee is hired on a temporary or casual basis.

30.05 The execution of this Article in no way interferes with the employment of the Permanent Employees of the Police Governing Authority.

ARTICLE 31 – ACCOMMODATIONS

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

ARTICLE 32 - RESIGNATIONS

32.01 An Employee who has submitted a written resignation to his/her Detachment Commander and/or immediate supervisor, may withdraw the resignation within 48 consecutive hours of submitting the written

resignation, including Saturday, Sunday and statutory holidays. The withdrawal of the written resignation shall be by written notice delivered to the Detachment Commander and/or immediate supervisor within the 48 consecutive hours of the date the written resignation was submitted.

ARTICLE 33 - SECONDARY EMPLOYMENT

33.01 Notwithstanding that no Employee shall engage in any employment constituting a conflict of interest, 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 34 - EMPLOYMENT RECORDS

34.01 Discipline entries in an Employee's employment file shall be expunged thirty (30) months after the completion of the discipline, provided there has been no further discipline.

34.02 Each Employee is entitled to review his/her employment record prior to being counseled, and on request, not to exceed twice (2x) per year, and to receive a copy of any document in the record.

34.03 Every entry or notation made in an Employee's employment record shall be brought to the Employee's attention.

34.04 Copies of disciplinary entries shall be provided to Alliance at the time of entry of the document.

ARTICLE 35 - GRIEVANCE PROCEDURE

35.01 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.

35.02 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.

35.03 (a) At the time formal discipline is imposed or at any stage of the grievance procedure an employee shall have the right to the presence of their Alliance 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 notify the Alliance of such suspension or discharge in writing within one (1) day of the decision to suspend or discharge such employee.

35.04 It is the mutual desire of the parties hereto that complaints shall be dealt with as quickly as possible, and it is understood that an employee has no grievance until the employee has first given the employee's immediate supervisor the opportunity to deal with the complaint. The grievor may have the assistance of an Alliance representative if so desired.

STEP ONE

Such complaints shall be discussed with the employee's immediate supervisor or acting supervisor within ten (10) days of the circumstances giving rise to it having occurred or ought reasonably to have come to the attention of the employee.

STEP TWO

Failing settlement within the time period as set out in STEP ONE, it shall then be taken up as a written grievance within ten (10) days, by the grievor and submitted to the employee's immediate supervisor. The employee may be accompanied by an Alliance Representative. The immediate supervisor shall deliver a decision in writing within ten (10) days following the day on which the written grievance was presented.

35.05 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.

POLICY GRIEVANCE

35.06 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 originated at STEP TWO of the grievance procedure within ten (10) days following the circumstances giving rise to the grievance. Where the grievance is a Police Governing Authority grievance, it shall be filed with the Alliance, at STEP TWO of the Grievance Procedure.

GROUP GRIEVANCE

35.07 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, identifying each employee who is grieving to the Police Governing Authority or designate, within ten (10) days after the circumstances giving rise to the grievance have occurred. The grievance shall be treated **as** being initiated at STEP TWO, of the grievance procedure and the applicable provisions of this Article shall then apply with respect to the handling of such grievance.

DISCHARGE GRIEVANCE

35.08 If an employee claims that the employee has been unjustly discharged, such claim must be submitted by the employee, who may be accompanied by an Alliance Representative, or submitted by the Alliance Representative alone, at STEP TWO of the grievance procedure to the Police Governing Authority within seven (7) days, following the date the discharge is effective.

35.09 Such grievance may be settled under the Grievance and Arbitration procedure **by**:

- a. confirming the action of the Police Governing Authority in discharging the employee, or
- b. reinstating the employee with up to full seniority, for time lost, and up to full compensation for time lost, or
- c. any other arrangement that might be deemed just and equitable.

ARTICLE 36 - ARBITRATION

36.01 (a) Failing settlement under the foregoing grievance procedures any grievance may then be submitted to arbitration as hereinafter provided under its own distinct arbitral procedure. If no written request for arbitration is received within twenty (20) days after the decision under STEP TWO of the grievance procedure is given, the grievance shall be deemed to have been abandoned.

(b) When either party requests that any matter be submitted to Arbitration as provided in this Article, it shall make such request in writing addressed to the other party of this Agreement, and at the same time appoint a nominee. Within fifteen (15) days thereafter, the other party shall appoint its nominee, provided however, that if such party fails to appoint its nominee **as** herein required, the Minister of Labour for Canada shall have the power to make such appointment upon application hereto by the party invoking the arbitration procedure. The two (2) nominees shall attempt to agree upon a chairperson of the Arbitration Board. If they are unsuccessful in agreeing upon such a chairperson within a period of twenty (20) days of the appointment of the second nominee, they shall request the Minister of Labour for Canada to appoint a chairperson.

- 36.02 No person may be appointed to the Arbitration Board who has been involved in an attempt to negotiate or settle the grievance.
- 36.03 The Arbitration Board 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.
- 36.04 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure hereinbefore set out.
- 36.05 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority, and where there is no majority, the decision of the chairperson, will be final and binding upon the parties hereto, and the employee or employees concerned.
- 36.06 Each of the parties hereto will bear the expenses of the nominee appointed by it, and the parties will share equally the fees and expenses, if any, of the chairperson of the Arbitration Board.
- 36.07 Saturdays, Sundays, and holidays are not to be counted in the time limits set out in this Article.
- 36.08 Wherever Arbitration Board is referred to in this Agreement, the parties hereto may mutually agree, in writing, to substitute a mutually agreeable arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to Arbitration Board shall appropriately apply.

ARTICLE 37 - LABOUR/MANAGEMENT COMMITTEE

- 37.01 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 two (2) appointees representing the Police Governing Authority and three (3) appointees representing the Alliance, to meet at least twice (2x) annually or more if requested by either party.
- 37.02 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.
- 37.03 Employees attending to such meetings will be compensated through the use of available Alliance days. Travel costs, however, will be borne by the respective parties.

ARTICLE 38 - HEALTH AND SAFETY COMMITTEE

38.01 The Employer and the Alliance acknowledge and agree that they have formed a Health and Safety Committee and that:

- (a) All rights, privileges, and obligations established under the *Canada Labour Code, Part II*, in respect of Occupational Health and Safety shall form part of this Collective Agreement: and
- (b) Reasonable steps, procedures, and techniques will be implemented to prevent and/or reduce the risk of workplace injury.

ARTICLE 39 - TECHNOLOGICAL CHANGE

39.01 In this Article "Technological Change" means:

- (a) The introduction by the Employer of equipment or material of a different nature than that previously utilized; and
- (b) A change in the Employer's operation directly related to the introduction of that equipment or material.

39.02 Both parties recognize the overall advantages of technological change and will, therefore, encourage and promote technological change in the Employer's operations. Where technological change is to be implemented, the Employer will seek ways and means of minimizing adverse effects on Employees, which might result from such changes.

39.03 The Employer agrees that where it proposes to effect a technological change it will do so in accordance with the *Canada Labour Code*.

ARTICLE 40 - COPIES OF AGREEMENT AND DISTRIBUTION

40.01 Since it is important to the morale and efficiency of the Anishinabek Police Service that every Employee be familiar with the provisions of this Agreement, and in particular, with his/her rights, obligations, and duties, the Police Governing Authority shall print this Agreement and give a copy of this Agreement to each Employee.

ARTICLE 41 - SEVERABILITY OF TERMS

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

ARTICLE 42 - TERM OF AGREEMENT

- 42.01** This Agreement shall become effective as of the *1st day of April, 2008*, and shall remain in effect until the *31st day of March 2009*.
- 42.02** Six months prior to the termination of this Agreement, the parties shall commence negotiations of the renewal of this Agreement. Until such time, the terms and conditions of this Agreement shall continue in full force and effect.

IN WITNESS THEREOF this Collective Agreement and its Schedules and Appendices referred to herein are **signed**, sealed and **delivered** by each party.

DATED AT _____ THIS _____ DAY OF _____, 2009.

ANISHINABEK POLICE SERVICE
GOVERNING AUTHORITY
(EMPLOYER)

PER:

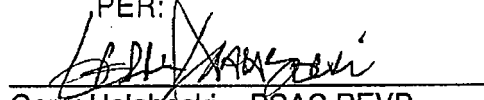


Mike Esquega – Chairperson


PUBLIC SERVICE ALLIANCE
OF CANADA

(UNION)

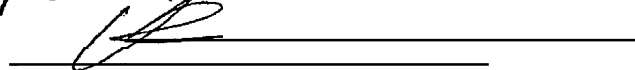
PER:



Gerry Halabecki – PSAC REVP



Judith Monteith-Farrell
Regional Rep.



Vicki Pine – Local President

Dianna Wheatley – Union Rep. (South)

Sheila Demerah – Union Rep. (North)

SCHEDULE 'A'

Civilian Hourly Rate Schedule Effective April 1, 2008 – March 31, 2009

Position	Step 1	Step2	Step3	Step4	Step 5	Step 6	Wkly Hrs.
Office Assistant	23.09	23.61	24.14	24.70	25.30	25.55	35
QM/Fleet/Training Coordinator	23.09	23.61	24.14	24.70	25.30	25.55	35
CPIG & Enterpol Manager	29.08	29.95	30.87	31.85	32.77	33.10	35
Court Administrator	26.74	27.51	28.31	29.20	30.08	30.39	35
P/t Court Administrator	26.74	27.51	28.31	29.20	30.08	30.39	17.5
Financial Assistant	23.44	23.98	24.52	25.08	25.73	25.98	35
Payroll & Benefits Coordinator	24.62	25.26	26.48	26.58	27.26	27.54	35
Buildings Caretaker	19.85	20.27	20.46	-	-	-	35

SCHEDULE "B" – VACATION ENTITLEMENT

Based on years of service, employees shall be entitled to the following vacation:

Years of Service	Vacation Entitlement
Less than 8 years	3 weeks
8 years but less than 16 years	4 weeks
16 years but less than 24 years	5 weeks
24 years or more	6 weeks

Note: one (1) week is equal to thirty-five (35) hours **effective 1 April, 2007.**

LETTER OF UNDERSTANDING

BETWEEN:

ANISHINABEK POLICE SERVICE BOARD
(hereinafter called the "Employer")

AND

THE PUBLIC SERVICE ALLIANCE OF CANADA
(hereinafter called the "Alliance")

RE: FINANCE ASSISTANT POSITION

WHEREAS the Civilian positions have undergone a compensation review process;

AND WHEREAS as a result of the compensation review process, the position of Finance Assistant received a lower compensation rating than the Compensation rating of the current incumbent, **Bonnie Jones**;

The Parties hereby agree to and understand the following:

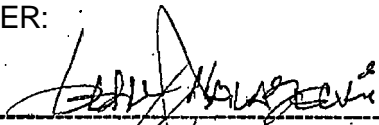
1. That the incumbent **Bonnie Jones** in her capacity as Finance Assistant will continue to earn the same salary as that prior to the compensation review in the amount of **\$56,065.36**;
2. That the incumbent **Bonnie Jones** while operating in the capacity of Finance Assistant will continue to receive such compensation without decrease or increase until such time that the compensation level of the position as Finance Assistant reaches current pay level of the incumbent;

3. At such time, the incumbent in the capacity of Finance Assistant. will then be subject to the pay scale of the position of Finance Assistant in accordance with the payment grid at Schedule "A" of the collective agreement.

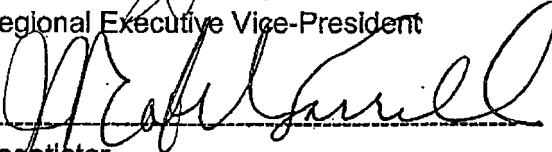
DATED at _____ PUBLIC SERVICE ALLIANCE OF CANADA

this ___ day of _____, 2009

PER:



Regional Executive Vice-President



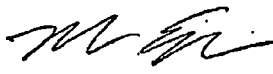
Negotiator

We have the authority to bind the Alliance

DATED at _____ ANISHINABEK POLICE SERVICE BOARD
POLICE GOVERNING AUTHORITY

this ___ day of _____, 2009

PER:



Chairperson

I have the authority to bind the Corporation