

COLLECTIVE AGREEMENT

BETWEEN

THE POLICE GOVERNING AUTHORITY



(Anishinabek Police Service)

And

The Public Service Alliance Canada

Local 0426



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ARTICLE 1

PURPOSE

- 1.01 The Union and the Employer agree that it is in both of their interests to support the delivery of effective, efficient and culturally sensitive police programs and services.
- 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 Union, and Employees, 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 that may arise between the parties.

ARTICLE 2

RECOGNITION

- 2.01 The Police Governing Authority recognizes the Public Service Alliance of Canada as the bargaining agent for the following bargaining unit: all Employees of the Police Governing Authority, excluding Inspectors, those above the rank of Inspector, and civilian employees in accordance with Ontario Labour Relations Board Case No. 1629-13-R.

ARTICLE 3

DEFINITIONS

- 3.01 "Annual Vacation" is the vacation that is requested prior to October 1st and ultimately approved by October 31st for the following calendar year.
- 3.02 "APS Duty Officer" is the officer designated by the Police Chief who is in the position of duty officer.
- 3.03 "Contract Police Officer" is an Employee employed by the Police Governing Authority for positions that are not funded by the Tripartite Agreement.
- 3.04 "Employee" whenever herein used shall mean only those Employees coming within the Bargaining Unit as described and stated in Article 2 (Recognition).

- 3.05 "Employer" whenever herein used shall mean the Police Governing Authority or its designate.
- 3.06 "Police Chief" means the Police Chief, Acting Police Chief or his or her designate from time to time, of the Anishinabek Police Service.
- 3.07 "Police Governing Authority" or "PGA" whenever hereinafter used shall mean the Police Governing Authority of the Anishinabek Police Service representing its member First Nation Territories.
- 3.08 "Service" or "APS" means the Anishinabek Police Service.
- 3.09 "Term Employee" is an Employee hired for a specific term of employment as a replacement for an absent Employee, an Employee engaged in a specific temporary project, an Employee filling a position which is not funded by the Tripartite Agreement, or to temporarily fill a vacant position.
- 3.10 "Union" means the Public Service Alliance of Canada.
- 3.11 "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.
- 3.12 "Vacancy" means any unoccupied position in the Bargaining Unit of the Anishinabek Police Service as described in Article 2 (Recognition) that is funded through the Tripartite Agreement.
- 3.13 Wherever applicable in this Agreement the singular shall include the plural.

ARTICLE 4 MANAGEMENT RIGHTS

- 4.01 The Union and Employees recognize and acknowledge that, except where expressly limited in this Agreement, that it is the exclusive function of the Employer:
- (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; and

- (d) generally to manage the APS 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 the APS as approved by PGA;
- 4.02 The Employer maintains the right to discipline its Employees for just cause, following the principles of progressive discipline. A claim by an Employee that he or she has been disciplined without just cause may be the subject of a grievance in accordance with the Grievance Procedure (Article 44) outlined in this Agreement, with the exception of Probationary Employees.

ARTICLE 5 UNION REPRESENTATION & DUES

- 5.01 The Union will advise the Employer of the identity of all individuals who are on the Union's executive and who are the Union's Representatives. The Union will immediately notify the Employer of any changes in the identity of those individuals.
- 5.02 The Employer shall provide all new Employees the opportunity to consult with a Union Representative within two (2) weeks of their date of hire. The Employee must provide the Employer with twenty-four (24) hours' written notice of their proposed consultation date and time. Such requests will be approved subject to the operational requirements of the APS, as determined by the Employer.
- 5.03 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 pay of its Employees. Term Employees, individuals for which no income has been received from the Employer in the month, or where income is less than the amount of dues payable to the Union, shall not be subject to any deductions of membership dues by the Employer.
- 5.04 The Union shall inform the Employer in writing of the authorized monthly deduction to be checked off for each Employee in the Bargaining Unit.
- 5.05 When remitting such dues and other amounts, the Employer shall provide the Union 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 Employer. Employees are required to immediately notify the Employer of their address and any changes thereto.

- 5.06 The amounts deducted, in accordance with this Article, shall be remitted to the Comptroller of the Union, Alliance Building, 233 Gilmour Street, Ottawa, Ontario, K2P 0P1, by cheque, direct deposit, or electronic transfer on the 15th of each month following the deduction and shall be accompanied by particulars identifying each Employee and the deductions made on the Employee's behalf.
- 5.07 The Union shall save harmless the Employer from any and all claims which may be made against the Employer arising from, or in any way related to, deductions made from the pay of an Employee directed or authorized by the Union.

**ARTICLE 6
HARASSMENT & DISCRIMINATION**

- 6.01 The Employer and Union agree that they will meet their obligations under the *Occupational Health and Safety Act* and the *Ontario Human Rights Code*. Accommodations must conform to the *Ontario Human Rights Code* or any other governing legislation as amended from time to time.

**ARTICLE 7
SALARIES AND WAGES**

- 7.01 The Employer shall pay each Employee the salary and wages set out in Schedule 'A' annexed hereto and forming part of this Agreement.
- 7.02 The Employer shall provide each Employee with an itemized statement of the salary, overtime and other supplementary pay and deductions for each pay period.
- 7.03 Except where it is beyond its control, the Employer shall deposit an Employee's wages into the Employee's bank account not later than 0700 hours on each pay day.
- 7.04 The Employer shall not make any deductions from an Employee's salary and wages unless authorized by statute, court order, arbitration or this Agreement.
- 7.05 Except as authorized or permitted by Federal or Provincial Statute, the Employer 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.

7.06 (a) Where, because of a disciplinary demotion, an Employee is assigned by the Employer 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 Employer 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 8 HOURS OF WORK, MEAL PERIODS AND SHIFTS

8.01 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 Employer. A scheduled shift of eight (8) hours or longer shall include a paid meal period or periods as follows:

(a) For eight (8) hour shifts, forty-five (45) minutes, including any associated travel time;

(b) For ten (10) hour shifts, sixty (60) minutes, including any associated travel time; and

(c) For twelve (12) hour shifts, seventy-five (75) minutes, including any associated travel time.

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

8.03 Scheduled shifts shall start and conclude at the Employee's detachment, or such other assigned work location, as designated, from time to time, by the Employer.

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

8.05 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 for the hours worked up to the minimum time off in accordance with Article 10 (Overtime).

- 8.06 Where an Employee on a scheduled shift is required by the Employer 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.
- 8.07 When the operational requirements of the APS, as determined exclusively by the Employer, do not permit the taking of a meal period, the Employee must seek permission from an APS Duty Officer in order for the Employee to be paid for such meal period. The Employee must record in their duty notebook the justification for not being able to take the meal period, date and time of when the meal period was not taken, and the identity of the officer approving the request. The notation for the request for the meal period must be made in the Employee's duty notebook prior to the completion of the Employee's tour of duty.
- 8.08 Meal periods shall not be taken at any place where the Employee cannot return to their assigned community within fifteen (15) minutes. At all times during a meal period the Employee shall be able to be in contact with dispatch. The Employee must also communicate to dispatch the beginning and end of any meal period, and their location.
- 8.09 When the operational requirements of the APS do not permit the taking of a meal period, the Employee will be paid for that meal period at straight time and will not be entitled to overtime for such meal period.
- 8.10 Shift schedules shall be posted at least four (4) weeks in advance at the Employee's detachment.
- 8.11 An Employee shall be given a minimum of six (6) days' notice preceding any change in shift by the Employer, as set out in the posted shift schedule.
- 8.12 In the event that the Employee's scheduled shift is changed by the Employer with less than six (6) days' notice, the Employee shall receive overtime for the hours of work that are outside the Employee's scheduled shift. In order to receive overtime, Employees are obliged to document in their duty notebook the duration of overtime worked prior to the completion of the Employee's tour of duty.
- 8.13 The Employer, in the case of calls for service, may at any time order an Employee to report for duty up to one (1) 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.

**ARTICLE 9
SHIFT PREMIUMS**

- 9.01 The Employer shall pay a shift premium of one dollar (\$1.00) for each hour worked on shifts that start or end between the hours of 2000 hours and 0500 hours, so long as the Employee is performing front line policing duties.
- 9.02 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 10
OVERTIME**

- 10.01 For the purpose of this Article:

"Overtime" means a period of work computed to the nearest one-half (1/2) 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;
 - (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.
- 10.02 All overtime must be approved in advance by an APS Duty Officer, 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 the APS Duty Officer as soon as it is practical to do so, indicating the reasons for which he or she was unable to have their overtime approved in advance.
- 10.03 Employees are required to record in their duty notebook the justification for working overtime, the date and time of the hours worked, and the identity the officer approving the overtime. The notation for the request for overtime must be made in the Employee's duty notebook prior to the completion of the Employee's tour of duty.
- 10.04 When an Employee is required to be on duty for any period in excess of a one-half (1/2) hour after a scheduled shift, such time shall accumulate, including the first one-half (1/2) hour and be credited to the Employee as overtime.
- 10.05 Overtime shall be paid at the rate of one and one-half times (1.5x) an Employee's regular rate of pay. Overtime shall be computed to the nearest one-half (1/2) hour and a period

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

- 10.06 When an Employee completes a period of overtime as defined in this Agreement, the employee shall indicate to the APS Duty Officer whether the Employee elects to be paid for such overtime or have the time deposited in their overtime bank. Where the Employee elects to deposit hours in their overtime bank, these hours may only be cashed-out in accordance with Article 10.08.
- 10.07 Overtime for which an Employee elects to be paid shall accumulate for one (1) pay period, and the total sum accumulated shall be paid to the Employee during the following pay period.
- 10.08 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 Employer, and such approval shall not be unreasonably withheld.
- 10.09 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.
- 10.10 Any banked overtime will be paid out on the wage rate upon which it was earned, irrespective of what the Employee's wage rate is at the time of payout.

ARTICLE 11 LIEU TIME

- 11.01 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.
- 11.02 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 10 (Overtime).

- 11.03 Employees must have the prior written approval of the Employer in order to claim lieu time.
- 11.04 Lieu time may be banked to a maximum of fifty (50) hours at the Employee's regular rate of pay. The lieu bank may be carried over from year to year.
- 11.05 The Employee's lieu bank has no cash value and may only be taken in leave with pay which shall be granted subject to the operational requirements of the APS, as determined exclusively by the Employer.
- 11.06 The Employee must seek permission from an APS Duty Officer in order for the Employee to be approved for lieu time and shall record in their duty notebook, the justification for the lieu time, the time and date on which lieu time was taken, and the identity of the officer approving the request for additional pay. The notation for the request for lieu must be made in the Employee's duty notebook prior to the completion of the Employee's tour of duty.

**ARTICLE 12
STANDBY**

- 12.01 "Standby" means that the Employee can be immediately contacted by the Employer and required to report for active duty within one-half (1/2) hour at their assigned community. At all times while on standby, the Employee shall be able to be in contact with communications or dispatch, as required.
- 12.02 An Employee who is directed by the Employer to be on standby shall be paid at the rate of one-half (1/2) 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 13 (Call Back).
- 12.03 An Employee on standby shall not be entitled to any shift premium pay, overtime pay or any additional benefit other than the remuneration contained in clause 12.02 above.

**ARTICLE 13
CALL BACK**

- 13.01 "Call Back" means the recall of a member to duty after his or her scheduled shift has been completed and a minimum period of thirty (30) minutes has elapsed from the conclusion of his or her previously scheduled shift and before the Employee's next scheduled shift.

- 13.02 An Employee who is called back to duty shall be paid for each such Call Back the greater of:
- (a) one and one-half (1.5x) 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.
 - (c) For greater clarity, Employees shall not receive additional pay pursuant to this Article more than once in a four (4) hour period.
- 13.03 An Employee who is ordered to report to work prior to a scheduled shift shall be paid overtime rates for the time worked immediately preceding the Employee's regularly scheduled shift. These hours will be treated as overtime so long as the hours are worked contiguously with the Employee's regularly scheduled shift and so long as Article 8.13 does not apply. These hours will be treated as overtime and not subject to the Call Back pay provisions as outlined in Article 13.02.
- 13.04 An Employee who is on annual vacation and who is ordered back to duty by the Employer shall be entitled to an extra day of vacation for each day or part thereof that is cancelled or worked, and shall also be paid the greater of:
- (a) two (2x) 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.
 - (c) For greater clarity, Employees shall not receive additional pay pursuant to this Article more than once in a four (4) hour period.
- 13.05 Where during any period of Annual Vacation with pay, an Employee is ordered to duty, he or she shall be reimbursed for actual losses and expenses incurred by proceeding to his or her place of duty, and shall also be reimbursed for expenses in returning to the place from which he was recalled if he or she immediately resumes vacation upon completing the assignment for which he or she was recalled. The Employee shall not be considered to be on vacation leave during any period in respect of which he is entitled under Article 24.06 (Vacations) to be reimbursed for expenses incurred. The Employee must provide receipts of all expenses claimed under this provision.

**ARTICLE 14
COURT TIME**

- 14.01 Court Time shall only include court attendance related to the Employee's good faith performance of his or her duties as a police officer.
- 14.02 Employees shall notify the APS Duty Officer in writing of any Court Time upon being notified their attendance is required. The Employee must also immediately advise the APS Duty Officer in writing of any changes to their scheduled Court Time. The Employee must also immediately notify the court of any potential conflict between their scheduled court time and approved days off.
- 14.03 Where an Employee is involved in a proceeding related to the good faith performance of his or her duties as a police officer, the Employee shall forward all witness fees, conduct money, mileage and any other amounts of money received by the Employee to the Employer.
- 14.04 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 Employer, and that is officially required as a result of his or her good faith performance of their duties as a police officer, shall be paid the greater of:
- (a) one and one-half times (1.5x) the Employee's regular hourly rate of pay for each hour of part thereof;
 - (b) six (6) hours calculated at the Employee's regular hourly rate.
- 14.05 While on vacation leave, 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 to the Employer and that is officially required as a result of his or her good faith performance of their duties as a police officer, the 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 (2x) 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.
- 14.06 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 Employer.

- 14.07 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 provisions of Article 10 (Overtime) shall apply.

**ARTICLE 15
OUT OF TOWN ASSIGNMENTS**

- 15.01 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

- 15.02 The rates in Article 15.01 shall at no time be less than those provided to other Employees of the Employer in accordance with the PGA Travel Policy.

- 15.03 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 one and one-half times (1.5x) the Employee's regular rate of pay.

- 15.04 An Employee shall not be required to use the Employee's own vehicle without the Employer's consent.

- 15.05 Prior to the Employee engaging in travel outside the Employee's regularly scheduled patrol zone, the Employee must seek prior approval for the travel, mode of travel and time of travel by the APS Duty Officer. The Employee must also record in their duty

notebook the reason for being required to travel, date and time of when the travel occurred, and the identity of the officer approving such travel. The notation for the travel must be made in the Employee's duty notebook prior to the completion of the Employee's tour of duty.

- 15.06 While travelling on an out of town assignment, Employees shall be provided with accommodation that is conveniently located, safe, and comfortably equipped.
- 15.07 The Employee will not utilize their own vehicle unless the vehicle is in proper working order, properly licensed and insured.

ARTICLE 16 SERVICE PAY AND QUALIFICATION BADGES

- 16.01 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 (1st) pay date in December of each calendar year.
- 16.02 Previous employment with an accredited police service will be recognized for service pay. In order to receive the benefit associated with previous employment, Employees are required to provide supporting documentation from the accredited police service.

ARTICLE 17 PROMOTIONS, JOB POSTINGS, TRANSFERS, VACANCIES AND PROCEDURES

- 17.01 Where a vacancy occurs or a new permanent position is created within the bargaining unit, notice of the position shall be broadcast APS wide. Such posting shall be for a minimum of ten (10) working days. The 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; however, the Employer shall advise the Union in writing of any vacancy or new position of four (4) months or less that the Employer intends to fill.
- 17.02 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.

- 17.03 Employees 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, performance, and education, as determined by the Employer. The Employer shall exercise reasonable judgment in assessing these factors, and where such factors are relatively equal among the applicants the most senior applicant shall be awarded the position.
- 17.04 Should there be no suitable applicants from within the bargaining unit, the Employer may hire from outside the bargaining unit.
- 17.05 Promotions for the position of Sergeant and/or Staff Sergeant shall be made in accordance with the APS Sergeant/Staff Sergeant Selection Policies.
- 17.06 All applicants shall receive notice that their application was accepted or not accepted.
- 17.07 In the event that the successful candidate arising out of a job posting for a promotion is required to change their residential location in order to accept the job posting or in the case of a transfer, a request in writing for moving costs shall be made to the Employer. The Employer shall reimburse the Employee for reasonable moving costs to a maximum of five thousand dollars (\$5,000.00) upon submission of receipts.
- 17.08 All ranks for Police Officers shall be consistent with the classifications of the OPP. Subject to the Employer receiving the necessary funding, Employees shall receive compensation commensurate to such classifications.

**ARTICLE 18
PLAINCLOTHES CLOTHING REIMBURSEMENT**

- 18.01 An Employee who is required to provide and wear ordinary clothing as part of his or her regular duties shall be reimbursed by the Employer 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 (\$1,000.00) 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 shall be pro-rated for the days worked.

**ARTICLE 19
PAID DUTY**

- 19.01 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 Employer and sanctioned and administered by the APS Duty Officer.
- 19.02 Paid Duty shall be voluntary.
- 19.03 The rate to be paid for Paid Duty shall be at one and one-half (1.5x) times the rate of a first (1st) class constable – the minimum number of hours will be six (6) hours.
- 19.04 Claims for Paid Duty shall be remitted on a designated claim form to the accounts payable department.
- 19.05 While engaged in Paid Duty, an Employee shall be deemed to be in the employment of the Employer.
- 19.06 An Employee performing Paid Duty shall be in full uniform unless otherwise approved by the Employer.
- 19.07 The Employee must seek permission from an APS Duty Officer in order for the Employee to be approved for Paid Duty and shall record in their duty notebook the justification for the Paid Duty, the time and date on which Paid Duty was taken, and the identity of the officer approving the request. The notation for the request for Paid Duty must be made in the Employee's duty notebook prior to the completion of the Employee's tour of duty.

**ARTICLE 20
CLOTHING**

- 20.01 The style, character, quality and standard of the uniform, including body armour, issued to and worn by the Employees shall be established by the Employer.
- 20.02 The Employer shall issue to each Employee the clothing consistent with the minimum standard as approved by the Ontario Provincial Police.
- 20.03 If any article of clothing that is issued by the Employer is damaged or destroyed in the performance of duty, such item shall be repaired or replaced by the Employer as soon as practicable.

- 20.04 The Employer shall reimburse Employees for personal items requiring repair or replacement as a result of the performance of his or her police duties, where the Employee provides a receipt for the replacement or repair of such item, including but not limited to dentures, eyeglasses and watches, up to a maximum amount of three hundred dollars (\$300.00) per item.
- 20.05 All Employees shall be issued body armour that meets or exceeds the standards issued by the Ministry.
- 20.06 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 two (2) times per year upon receiving an expense claim with attached receipts.
- 20.07 There shall be a Joint Clothing Committee comprised of four individuals. Both the Union and the Employer shall nominate two (2) individuals to serve on the committee.

ARTICLE 21 MINIMUM STAFFING

- 21.01 Where there is an actual or apparent danger in escorting a prisoner, the Employer shall make every reasonable effort to ensure that two (2) Employees are assigned to the duty.
- 21.02 The Employer shall make every reasonable effort to ensure that a minimum of two Employees are on duty during major community events. The Employer will decide, in consultation with the community, what constitutes a "major" community event.

ARTICLE 22 LEGAL INDEMNIFICATION

- 22.01 The Employer shall continue to contract with an insurance carrier for the purpose of providing legal expense reimbursements similar to the present coverage provided by the Contract of Insurance with the DAS Group under Policy Number GRP0027127. The Employer will provide each Employee with a summary of the legal indemnification contained in the Contract of Insurance.
- 22.02 In addition to the foregoing, where an Employee has been charged with an offence under any Act, as defined in the Contract of Insurance, the Employer may, on a written application from the Employee, supported by a letter from the Employee's counsel, provide funds to the Employee for the purpose of providing a retainer to such counsel of his or her choice for legal fees and disbursements. Upon receipt of a written application for funds, the Employer shall proceed as follows:

- (a) The Employer shall, in its discretion and on a reasonable basis, determine if the Employee is likely to be indemnified for the costs of legal counsel pursuant to the Contract of Insurance referred to above, and, if it is determined that coverage is reasonably foreseeable, then:
- (b) The Employer shall provide funds to the Employee's counsel in an amount not greater than ten percent (10%) of the estimated legal fees and disbursements, or seven thousand five hundred (\$7,500.00) dollars, whichever is the lesser amount. In the event of a dispute, the Employer's counsel shall determine the amount to be paid to the Employee.
- (c) In the event it is subsequently determined that the Employee is not entitled to indemnification under the Contract of Insurance by virtue of a conviction or otherwise, the Employee shall reimburse the Employer for all funds advanced.
- (d) If an Employee is subsequently acquitted or exonerated of any alleged offence under any Act, while he or she was acting in the lawful execution of his or her duty as a police officer, the Employer shall pay any deductible contained in the Contract of Insurance.

22.03 The Union agrees with the Employer that, subject to the terms and provisions of the Contract of Insurance referred to above and in this Article, there is no legal obligation on the Employer to provide legal indemnification for the Employees of the Bargaining Unit.

22.04 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 this Agreement;
- (b) acts or omissions or an officer acting as a private citizen; or
- (c) disciplinary charges or conduct complaints.

ARTICLE 23 LEAVE FOR UNION BUSINESS

23.01 Subject to the provisions of this Article, an Employee may request from the Employer leave without pay to attend Union business. The Employer may grant such leave if it is in compliance with this Article and does not interfere with the operational requirements of the APS, as determined by the Employer.

- 23.02 Applications for leave shall be from the Union in writing and/or communicated electronically to the Employer and shall provide the Employer with six (6) weeks' notice of the request and shall identify the Employee's name.
- 23.03 Employees shall not use the Employer's vehicles, equipment, uniforms, or supplies without the Employer's permission in relation to attending or conducting Union business.
- 23.04 The total amount of leave in each Region during a calendar year shall not exceed forty (40) hours.
- 23.05 The Union shall have the right to post Union notices in each building occupied by the Employer at locations satisfactory to the Employer and accessible to the Employees.
- 23.06 No Union meetings shall be held on Employer premises without the prior written approval of the Employer.

ARTICLE 24 VACATIONS

- 24.01 Every active Employee shall be entitled to vacation with pay between January 1st and December 31st of each year, as set forth in Vacation Entitlement Schedule annexed hereto and forming part of this Collective Agreement.
- 24.02 Where an Employee is hired after January 1st in a calendar year, vacation entitlement shall be granted in that calendar year on a pro-rated basis.
- 24.03 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 Employer, unless otherwise authorized by the Employer.
- 24.04 An Employee shall be entitled to increased vacation in accordance with Vacation Entitlement Schedule in the year of the Employee's anniversary and shall occur on a pro-rated basis from the Employee's date of hire.
- 24.05 Employees must identify to the Employer in writing a minimum of two (2) weeks of Annual Vacation that they wish to take in the following calendar year on or before October 1st. The Employer shall assign two (2) weeks of Annual Vacation to each Employee. Employees must outline their preferences in one (1) week periods from Sunday to Saturday. Employees must indicate to the Employer at least three (3) separate alternatives for their Annual Vacation upon which the minimum two (2) weeks of Annual Vacation will be taken and shall also indicate their relative preferences of those

alternatives. The Employer shall approve and post all Annual Vacation by October 31st in the year prior to which the Annual Vacation will be taken.

- 24.06 At the end of the process referred to in Article 24.05 each Employee will be scheduled for a minimum of two (2) weeks of Annual Vacation, which they are required to take in the time period for which they are scheduled. If an Employee fails to follow the procedure outlined in Article 24.05 they will be scheduled Annual Vacation at the complete discretion of the Employer.
- 24.07 The Employer shall grant Annual Vacation on the basis of seniority, subject to the operational requirements of the APS.
- 24.08 Subject to the other provisions of this Article, an Employee shall be entitled to not less than forty (40) hours of vacation (excluding rest days) during the months of July and August.
- 24.09 Subject to the Employer's approval, which shall not be unreasonably withheld, an Employee shall be entitled to carry up to a maximum of one (1) year's vacation entitlement or any portion thereof over to the following year.
- 24.10 When an Employee ceases to be employed prior to receiving Annual Vacation in that year, the Employee shall be given the pro-rated amount of Annual Vacation pay in lieu thereof. Where the Employee has any unused vacation carried over from previous year(s), the Employee shall receive pay in lieu thereof in an amount equal to the unused vacation before the Employee's name is removed from the payroll or before the Employee's resignation becomes effective. Where the Employee ceases to be employed 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.
- 24.11 When an Employee retires, he or she shall be entitled to the full vacation allotment for the calendar year in which the retirement takes place.
- 24.12 Employees on pregnancy, parental, or adoption leave (for up to twelve (12) months) or those in receipt of WSIB benefits, shall continue to accrue vacation entitlements, which, as it is accrued, shall be used to top up the Employee's salary to one-hundred percent (100%) of their regular wage. Employees on a leave of absence due to illness or injury shall continue to accrue vacation for a period not to exceed ninety (90) days from the date of the commencement of the leave. This shall be used to top up the Employee's salary to one-hundred percent (100%) of their regular wage.

- 24.13 An Employee who is unable to return to work and who retires or ceases to be employed as a result of injury or illness shall be entitled to payment in full of accrued vacation.
- 24.14 An Employee, on request, shall be paid for up to forty (40) hours of vacation time provided they have that time in their vacation bank in lieu of time off, to be paid on the first (1st) payday in December in any calendar year.
- 24.15 For the purpose of calculating vacation entitlement pursuant to the Vacation Entitlement Schedule, years of service shall be calculated from the date of last hire with the Employer.
- 24.16 There may be an exception to Article 24.15 in circumstances where the Employer has agreed at the time of hire to recognize an Employee's prior service with an accredited police service for the purpose of vacation entitlement. In that case the Employee's vacation entitlement may include such prior service. In order to be eligible for such vacation entitlement, Employees are required to provide supporting documentation from the accredited police service to the Employer.

ARTICLE 25 STATUTORY HOLIDAYS

- 25.01 Each Employee shall be entitled to thirteen (13) days, calculated at eight (8) hours, in lieu of the following statutory holidays in each calendar year during the term of this Agreement:
- New Year's Day
 - Labour Day
 - Boxing Day
 - Good Friday
 - Thanksgiving Day
 - Aboriginal Day
 - Family Day
 - Victoria Day
 - Remembrance Day
 - Easter Monday
 - Canada Day
 - Christmas Day
 - Civic Holiday
- 25.02 Each Employee shall have a statutory holiday bank. This bank will be reduced as statutory holidays are taken or as Employees otherwise elect to reduce this bank. Any hours remaining in an Employee's statutory 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 (1st) pay in February of each calendar year.

- 25.03 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 statutory holiday.
- 25.04 An Employee not regularly scheduled to work on a statutory holiday and who is called into work shall be paid at the rate of two times (2x) his or her regular rate of pay for each hour worked during the shift where the shift commenced on the statutory holiday.
- 24.05 Compensation in addition to the Employee's regular rate of pay earned in Articles 25.03 and 25.04 shall be deposited to the Employee's statutory holiday bank.
- 25.06 An Employee shall not be paid statutory holiday pay where the statutory holiday occurs:
- (a) During an unpaid leave of absence;
 - (b) while the Employee is receiving Worker's Compensation Benefits; or
 - (c) while the Employee has been approved for or is in receipt of long term disability benefits.
- 25.07 If an Employee is scheduled to work the statutory holiday and fails to do so they will not be entitled to statutory holiday pay.

ARTICLE 26 PREGNANCY LEAVE AND PARENTAL LEAVE

- 26.01 The Employer shall administer pregnancy and parental leave in accordance with the governing legislation, as amended from time to time.
- 26.02 Subject to the operational requirements of the APS, as determined by the Employer, an Employee may be granted one (1) day paid leave for needs directly related to the birth of his or her-child.
- 26.03 During pregnancy and/or parental leave, and where the Employee is in receipt of Employment Insurance Benefits, the Employer shall pay the Employee the rate equivalent to the difference between the Employment Insurance Benefits the Employee would receive based on taking a twelve (12) month leave and ninety percent (90%) of the Employee's regular rate of pay, for up to twelve (12) months. Should the Employee elect

to extend his or her parental and/or pregnancy leave beyond twelve (12) months, he or she shall not be entitled to any additional pay from the Employer pursuant to this provision beyond the amount that he or she would have been entitled if they had taken only a twelve (12) month leave.

- 26.04 Employees must provide proof of application for and receipt of Employment Insurance Benefits.
- 26.05 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 Employer one hundred percent (100%) of their regular pay for the one (1) week waiting period for receipt of Employment Insurance Benefits.
- 26.06 Employees on parental and/or pregnancy leave for up to a maximum of twelve (12) months shall continue to accrue vacation, seniority and sick leave credits for the duration of their absence. Other benefits will remain in place for the twelve (12) month period but will cease after this period.
- 26.07 Employees shall increase their receipt of benefits in this Article to up to one hundred percent (100%) of their regular rate of pay by drawing from their accumulated and earned sick leave credits, overtime bank, lieu time, statutory holiday credits, and vacation time. Such banks and credits shall be exhausted during the course of the parental and/or parental leave.

ARTICLE 27 SICK LEAVE

- 27.01 Each Employee shall receive a credit of eight (8) hours of sick leave for each month of service with the Employer, and such credits shall be cumulative, provided that the Employee receives at least ten (10) days of pay in that one (1) month.
- 27.02 An Employee earns sick leave credits, but is not entitled to sick leave with pay during their first three (3) months of continuous employment.
- 27.03 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 or child's physician, dentist, or other health care provider certifying that the Employee was unable to carry out their duties. Nothing in this Article shall preclude the Employer from requiring the Employee to obtain additional documentation certifying an absence from the workplace.

- 27.04 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.
- 27.05 Any unused sick leave credits not used at the end of a calendar year shall be forfeited.
- 27.06 Each Employee shall be entitled to receive sick pay, at full salary, for any time lost by reason of injury or illness 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 Safety and Insurance Act*.
- 27.07 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.
- 27.08 An Employee who is unable to report for duty by reason of illness or injury shall cause the Employee's APS Duty Officer to be notified as soon as reasonably practicable.
- 27.09 Upon termination of an Employee's Employment, for whatever reason, any sick leave credits shall be forfeited.
- 27.10 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 and exhausted so as to cause the Employee to receive up to 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 Employer, all monies received from the Short Term Disability insurer, so as to place the Employer in administration of the Employee's income, during the period the Employee is in receipt of Short Term Disability benefits.

ARTICLE 28
BEREAVEMENT LEAVE

- 28.01 Where an Employee informs the Employer of the death of a member of his or her immediate family in writing, an Employee is entitled to up to four (4) scheduled shifts leave with pay, which shall be taken on days up to and including the funeral. 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.

- 28.02 In addition to the four (4) scheduled shifts with pay, necessary traveling time may be granted to the Employee at the Employer's discretion.

ARTICLE 29 LEAVE

Leave With Pay

- 29.01 Upon written application, the Employer may grant a leave of absence with pay to an Employee. Any leave of absence shall be approved at the Employer's sole discretion on terms determined by the Employer. Such leave shall not be dependent upon nor charged against accumulated credits of the Employee.
- 29.02 Where an Employee is on a leave of absence for a period greater than three (3) months, the Employee shall not continue to accrue seniority.

Compassionate Leave Without Pay

- 29.03 An Employee may be granted leave that is not pregnancy or parental leave in accordance with the governing legislation, as amended from time to time.

Other Leave Without Pay

- 29.04 Subject to the operational requirements of the APS, as determined by the Employer, 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 of absence may only be amended with a minimum of thirty (30) days' written notice to the Employer, who may grant the amendment, subject to operational requirements of the APS, at its discretion, and upon terms to be determined by the Employer.
- 29.05 An application for a leave of absence under this Article shall be in writing and shall set out the reasons for the requested leave of absence.
- 29.06 Where the Employer approves a leave of absence under this Article, the Employee must inform the Employer in writing of any change to their address or contact information within five (5) days of any such change.

**ARTICLE 30
MARRIAGE LEAVE**

- 30.01 After the completion of one (1) year of continuous employment and upon six (6) weeks' written notice, an Employee shall be granted leave with pay for five (5) days to attend his or her marriage ceremony. This leave may only be used two (2) times during an Employee's career with the Employer and must be taken within thirty (30) days of the Employee's legal marriage. An Employee must provide documents certifying the marriage.

**ARTICLE 31
CEREMONIAL AND TRADITIONAL LEAVE**

- 31.01 Employees who celebrate or participate in ceremonial and traditional events or activities shall be granted to up to forty (40) hours' leave without pay per calendar year. In order to be granted ceremonial or traditional leave, the following conditions must be satisfied:
- (a) The leave must not interfere with the operational requirements of the APS, as determined by the Employer;
 - (b) the Employee must provide the Employer with a minimum of six (6) weeks' written notice that they wish to take ceremonial or traditional leave; and
 - (d) the Employee must justify the purpose of the leave and identify location of the event for which they are requesting the leave.

**ARTICLE 32
BEAUSOLEIL FIRST NATION**

- 32.01 Employees assigned to the Beausoleil First Nation shall receive a retention incentive of two thousand dollars (\$2,000.00) on the one (1) year anniversary of their start date of being assigned to that community. After an Employee has been assigned to the community for a period of five (5) years, the retention incentive shall increase to three thousand dollars (\$3,000.00). For Employees that have been assigned to the community for ten (10) or more years, the retention incentive shall increase to four thousand dollars (\$4,000.00) per year. Retention bonuses will only be paid provided the Employee is actively employed and has been actively employed for the required period of time.
- 32.02 Employees assigned to Beausoleil First Nation in 2017 shall be eligible for the retention incentive.

ARTICLE 33
ENTITLEMENT ON DEATH

- 33.01 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 twelve thousand dollars (\$12,000.00), less any monies received for this purpose from the Workplace Safety Insurance Board.

ARTICLE 34
WORKPLACE SAFETY AND INSURANCE

- 34.01 An Employee who is absent from duty as a result of work-related illness or injury shall:
- (a) Promptly comply with the provisions of the *Workplace Safety and Insurance Act* but nevertheless will continue to receive the Employee's regular salary until the Employee begins to receive Workplace Safety and Insurance Benefits that are payable and thereafter shall continue to receive eight-five percent (85%) of net salary (i.e. gross income less income tax deductions, if any) and shall remit, where applicable, to the Employer, 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 Employer shall continue all benefits and pension contributions as if the Employee was not absent.
 - (c) Employees shall increase their receipt of benefits in this Article to up to one hundred percent (100%) of their regular rate of pay by using their accumulated and earned overtime, lieu time, statutory holiday time, vacation time and sick time credits and banks.

ARTICLE 35
BENEFITS

- 35.01 The Employer will contract with an insurance carrier for the purpose of providing insured services as set out below:
- i. emergency travel assistance;
 - ii. extended health care;
 - iii. dental care;
 - iv. short term disability;
 - v. long term disability;

- vi. life insurance;
- vii. accidental death and dismemberment.

- 35.02 The Employer shall pay one-hundred percent (100%) of the single premium or the family premium, as the case may be, for any Employee who is eligible for and entitled to receive insured services referred to in Article 35.01.
- 35.03 A member who is receiving short-term disability at less than one-hundred percent (100%) of his regular weekly earnings may top up his weekly earnings to one-hundred percent (100%) by drawing from the Employee's credited banks.
- 35.04 Premiums will be paid to provide the coverage contained in the Manulife Group Benefits Plan G0104627 or an equivalent plan.
- 35.05 Each Employee shall be enrolled in the Long Term Disability ("LTD") Plan effective the first of month following ninety (90) days of full-time employment.
- 35.06 The LTD Plan is subject to the terms and conditions of the coverage contained in the Manulife Group Benefits Plan G0104627 or an equivalent plan. Employees are eligible to receive benefits upon the expiry of the elimination period contained in the LTD Plan.
- 35.07 The Employer shall cooperate in the administration of the LTD Plan. For the purpose of this Article, "administration" means that the Employer will co-operate with the enrollment and deduction of premiums for each Employee, and provide the available and necessary data to the LTD Plan provider, upon request. The Employer will remit the premiums that are deducted from the Employee to the LTD Plan provider on behalf of the Employees.
- 35.08 Employees shall have access to the terms of the Manulife Group Benefits Plan through the Manulife portal.

ARTICLE 36 PENSION

- 36.01 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.
- 36.02 Provided that the Employee pays their portion of the contribution to the Ontario Pension Plan while the Employee is employed by the Employer, the Employer shall pay to the Ontario Pension Plan, on behalf of each participating Employee, the contributions

required by the Ontario Pension Plan in relation to the employment by the Employee with the Employer

- 36.03 Upon the retirement of an Employee, the pension benefits to which an Employee would be entitled shall be determined by the Ontario Pension Board.
- 36.04 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 in writing 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 37 SEVERANCE PAY

- 37.01 The Employer will pay Severance Pay to Employees for time served with the APS. In order to be eligible for Severance Pay, the Employee must have at least five (5) full years of active service with the APS, and who:
- (a) are laid off with no possibility of recall;
 - (b) retire; or
 - (c) resign.
- 37.02 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 regular rate of pay at the date of layoff, resignation or retirement, payable on time served with the APS.
- 37.03 Notwithstanding Article 37.02, in the event an Employee resigns from employment with the Employer, the Employee's entitlement to any Severance Pay payable pursuant to Article 37.01(c) shall be frozen as of the date of ratification of this Agreement. Additionally, any Employee hired subsequent to the ratification of this Agreement shall not be eligible for Severance Pay under Article 37.01(c).
- 37.04 The Employer will pay Severance Pay to an Employee's beneficiary or estate one (1) week's pay for every full and partial year of service, and the pro-rated amount for every partial year of service shall be paid at the Employee's regular rate of pay upon an Employee's death, if the death occurs while employed with the Employer.

**ARTICLE 38
SENIORITY**

- 38.01 Seniority means the total length of active service as a police officer with an accredited police service plus the length of service from hiring with the Employer, which shall include any period of approved absence with the Employer, including extended sick leave, or prolonged disability, up to but no greater than ninety (90) days at any given time.
- 38.02 The Employer shall maintain an up-to-date list showing the date upon which each Employee's service commenced. A copy of the seniority list shall be sent to the Union prior to July 1st, in each year.
- 38.03 Seniority rights shall cease and employment will be terminated for a number of reasons, including, but not limited to the following:
- (a) if an Employee is absent without authorization for any period in excess of five (5) consecutive scheduled shifts without reasonable justification;
 - (b) if an Employee is laid off in excess of twenty-four (24) months;
 - (c) if an Employee who has been laid off does not report for work within fifteen (15) days of recall as provided in Article 39 (Layoff and Recall), without reasonable justification.
 - (d) voluntary resignation;
 - (e) discharge for just cause and not reinstated; or
 - (f) if a member retires.
- 38.04 Employees on pregnancy or parental leave, as well as those in receipt of WSIB benefits, shall continue to accrue seniority for the duration of such authorized absences.

**ARTICLE 39
LAYOFF AND RECALL**

- 39.01 The Employer may layoff one or more Employees upon providing not less than two (2) months' written notice prior to the effective date of the layoff. In the event the laid off Employee(s) is not provided with the opportunity to work the layoff notice period, the Employee(s) shall be paid the balance of the working notice at the Employee's regular rate of pay.

Lay-Off Due to a Reduction in Staffing

- 39.02 Any Employee with at least ten (10) years of accredited policing service shall not be subject to a layoff except on the basis of reverse seniority.
- 39.03 If a layoff is required the Employer will assess the skill, qualifications, abilities, performance and willingness to perform the work of its Employees with fewer than ten (10) years of accredited policing service in accordance with the needs of the Service. In the event that the skill, qualifications, abilities, performance, and willingness to perform the work between two (2) or more Employees are equal with regards to the needs of the Service, then seniority shall be the determining factor in deciding which Employee shall be laid off.

Recall Provisions

- 39.04 Employees on layoff shall have a right of recall for positions that become available during the layoff, by order of seniority.
- 39.05 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.
- 39.06 The Employer 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 or her benefits continued solely at the Employee's expense until recall or until the expiry of the period referred to in Article 39.04, whichever first occurs.
- 39.07 When an Employee is recalled by the Employer, the Employee 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 Union. The notice shall be deemed to have been delivered to the Employee fifteen (15) days after it has been mailed. 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.
- 39.08 An Employee on layoff shall be compensated for court attendance required as a result of the performance of police duties, in accordance with Article 14 (Court Time).

ARTICLE 40
PROBATIONARY EMPLOYEES

- 40.01 All new Employees except those referred to in Article 38 (Seniority) of this Agreement shall be considered Probationary Employees and shall be on probation for the first (1st) twelve (12) months of their active employment with the Employer. Active employment for recruits shall not be considered to start until the recruit has successfully completed the required training at the Ontario Police College and the Ontario Provincial Police Academy.
- 40.02 Subject to agreement between the Employer and the Union, an Employee's probationary period may be extended.
- 40.03 Probationary Employees may be terminated at any point during their probationary period at the sole discretion of the Employer. This discretion shall not be exercised in a manner that is discriminatory, arbitrary or in bad faith.
- 40.04 Upon completion of the probationary period, an Employee's seniority date shall be calculated from the first day upon which he commenced active policing duties with the Employer.

ARTICLE 41
RESIGNATIONS AND COOLING OFF PERIOD

- 41.01 An Employee who has submitted a written resignation to the APS Duty Officer may withdraw the resignation within forty-eight (48) 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 APS Duty Officer within the forty-eight (48) consecutive hours of the date the written resignation was submitted.

ARTICLE 42
SECONDARY EMPLOYMENT

- 42.01 Prior to engaging in secondary employment, Employees must receive written approval from the Employer. Approval of secondary employment will be made at the Employer's sole discretion.

**ARTICLE 43
PERSONNEL FILE**

- 43.01 Each Employee is entitled to review his or her personnel file prior to being counseled and on request, not to exceed two times (2x) per year, shall be entitled to receive a copy of any document in the personnel file. Any discipline contained in the Employee's personal file shall be expunged after two (2) plus the remainder of the current calendar year, following the completion of the discipline, provided there has been no further discipline, and if such discipline may not be subject to disclosure in a criminal proceeding.

**ARTICLE 44
GRIEVANCE AND ARBITRATION**

- 44.01 For the purpose of this Agreement, a grievance or complaint is defined as a difference arising either between an Employee and the Employer or between the parties hereto relating to the interpretation, application, administration or alleged violation of this Agreement or any other relevant legislation. Meetings for the purpose of this Article shall be conducted via telephone.
- 44.02 The grievance shall be in writing and shall identify the nature of the grievance, the remedy sought, and shall specify the provisions of the Agreement which are alleged to have been violated.
- 44.03 (a) At any stage of the grievance procedure, an Employee shall have the right to the participation of a Union Representative. In the case of suspension or discharge, the Employer shall notify the Employee of this right in advance.
- (b) Where the Employer deems it necessary to suspend or discharge an Employee, the Employer shall, wherever possible, notify the Union of such suspension or discharge in writing within one (1) day of the decision to suspend or discharge such employee.
- 44.04 Employees are encouraged to attempt to resolve a complaint by bringing the matter to the attention of the Employer. Employees are entitled to have a Union Representative available for these discussions.

INDIVIDUAL GRIEVANCE

- 44.05 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 Employer shall deliver a decision in writing within ten (10) days following the day on which the grievance meeting was held.

POLICY GRIEVANCE

- 44.06 A complaint or grievance arising directly between the Employer and the Union concerning the implementation, interpretation, application, administration or alleged violation of this Agreement shall be submitted 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 Employer shall render a written decision within ten (10) days of the grievance hearing.
- 44.07 Where the grievance is the Employer's grievance, it shall be filed with the Union within thirty (30) days of the Employer becoming aware of the events giving rise to the grievance. The Union shall provide a written response to the grievance within thirty (30) days of its receipt.

GROUP GRIEVANCE

- 44.08 Where a number of Employees have identical grievances, and each Employee would be entitled to grieve separately, they may present a group grievance, in writing, 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 Employer shall render a written decision within ten (10) days of the grievance hearing.

DISCHARGE GRIEVANCE

- 44.09 Where an Employee claims that she/he has been unjustly discharged, such grievance shall be submitted 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 Employer shall render a written decision within ten (10) days of the grievance hearing.

GENERAL

- 44.10 All agreements reached under the grievance procedure, between the representatives of the Employer and the representatives of the Union will be final and binding upon the Employer, the Union, and the Employee or Employees involved.
- 44.11 Saturdays, Sundays, and holidays are not to be counted in the time limits set out in this Article.

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

ARBITRATION

44.13 Where the Employer fails to render a decision within the time period prescribed by the respective Article, or if the response is unsatisfactory to the Union, then the matter may be referred to Arbitration.

44.14 If no referral for arbitration is received within thirty (30) days after the Union receives the Employer's decision, the grievance shall be deemed to have been abandoned.

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

44.16 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.

44.17 The fees and expenses of the Arbitrator shall be shared equally between the Employer and the Union.

ARTICLE 45 HEALTH AND SAFETY

45.01 The Employer and Union agree to meet their obligations under the *Occupational Health and Safety Act*.

ARTICLE 46 ACTING PAY

46.01 An Employee who is temporarily assigned for more than three (3) 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 of the Employee's bargaining unit.

46.02 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.

46.03 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 (1) month's notice before being returned to his or her former position, and failing such notice, the acting

salary will be continued for one (1) month after the Employee returns to his or her former position.

**ARTICLE 47
EXHAUSTION OF BANKS**

- 47.01 Where an Employee is absent from active employment, and where the Employer deems it appropriate, the Employer shall exhaust all of the Employee's credited banks in order to pay the Employee one-hundred percent (100%) of the Employee's regular rate of pay for the period of such absence.

**ARTICLE 48
INFORMATION TO THE UNION**

- 48.01 At the request of the Union, the Employer shall provide the following information to the Union in writing:
- (a) The last audited financial statement of the Employer within thirty (30) days from the day that the Employer receives the statement.

**ARTICLE 49
ESTABLISHED PRIVILEGES**

- 49.01 In each calendar year that an Employee is awarded the Ontario Fitness Pin, the Employer will pay a one-hundred and fifty dollar (\$150.00) bonus to the Employee.

**ARTICLE 50
LABOUR MANAGEMENT COMMITTEE**

- 50.01 To resolve any problems that may arise and to consider and make suggestions and recommendations for their resolution to their respective parties, the Employer and the Union shall establish a joint committee comprised of three (3) committee members chosen by and representing the Employer and the Union, respectively, to meet at minimum one time (1x) per year, or as mutually agreed upon.
- 50.02 Meetings of the Labour Management Committee may be convened via teleconference, or in any manner as mutually agreed upon.
- 50.03 Ten (10) days prior to any meeting of the Labour Management Committee, the representatives of the Employer and Union shall advise each other in writing of the matters they wish to place on the agenda for discussion.

- 50.04 Employees attending such meetings shall be compensated for their attendance at their regular rate of pay.
- 50.05 The Labour Management Committee does not have the authority to negotiate terms and conditions of employment, may be used for either the Employer or Union to make recommendations.
- 50.06 All discussions at the Labour Management Committee shall be on a without prejudice basis to either party in any subsequent or existing grievance, action, application, or legal proceeding.

**ARTICLE 51
COLLECTIVE BARGAINING LEAVE**

- 51.01 Notwithstanding Article 23 (Leave for Union Business), the Union may identify up to three (3) Employees to be designated members of a bargaining committee for the purpose of Collective Bargaining. Such Employees may be granted leave to attend Collective Bargaining, subject to the following:
- (a) the Union or designated Employee must notify the Employer in writing that such Employee will be a member of the bargaining committee at least six (6) weeks in advance of the first scheduled day of bargaining;
 - (b) no more than one (1) Employee may be designated from any APS detachment, and no more than two (2) Employees may be designated from any one (1) geographical location; and
 - (c) the Employees' participation in Collective Bargaining will be subject to the operational requirements of the APS, as determined solely by the Employer.

**ARTICLE 52
COLLECTIVE AGREEMENT DISTRIBUTION**

- 52.01 The Employer shall print this Agreement and give a copy of this Agreement to each Employee within sixty (60) days of signing the Agreement.

**ARTICLE 53
SEVERABILITY**

- 53.01 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 54
TERM/DURATION OF AGREEMENT**

- 54.01 This Agreement shall become effective as of the date of the ratification and shall remain in effect until December 31, 2018.

APPENDIX 'A'

VACATION ENTITLEMENT SCHEDULE

| 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. |

MEMORANDUM OF AGREEMENT #1

Between

**THE POLICE GOVERNING AUTHORITY
(ANISHINABEK POLICE SERVICE)**

And

**THE PUBLIC SERVICE ALLIANCE
(APS OFFICERS UNIT)**

CONTRACT POLICE OFFICERS & TERM EMPLOYEES

1. This Memorandum of Agreement applies to all Contract Police Officers and Term Employees.
2. Notwithstanding the terms and conditions outlined in the Collective Agreement, the terms of employment for Contract Police Officers and Term Employees will be governed by their individual contracts of employment.
3. The Union shall be provided with the funding document, if applicable, job description, and the individual contract of employment for every newly created contract position.
4. This Memorandum of Agreement shall form part of the Collective Agreement between the parties.

MEMORANDUM OF AGREEMENT #2

Between

**THE POLICE GOVERNING AUTHORITY
(ANISHINABEK POLICE SERVICE)**

And

**THE PUBLIC SERVICE ALLIANCE
(APS OFFICERS UNIT)**

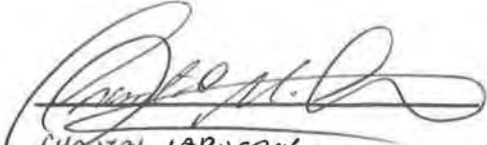
OPP PARITY

1. This Memorandum of Understanding applies to all Police Officers.
2. Subject to the APS receiving the necessary funding from the Province of Ontario and/or the Federal Government, the rank and classification of all APS Police Officers shall be consistent with the rank and classifications of the OPP. The Employer shall also pay wages in accordance with Schedule 'A'.
3. Subject to the APS receiving the necessary funding from the Province of Ontario and/or the Federal Government, service pay, standby premium, isolation, and PRI shall be paid to all APS Police Officers.
4. This Memorandum of Agreement shall form part of the Collective Agreement.


This Agreement signed this 6th day of DECEMBER, 2017.

For the Union:


CHARLES LAROCQUE - PRESIDENT


CHARSTAL LAROCQUE -
SECRETARY


JAWARA GAIREY
PSAC, NEGOTIATOR


SHARON DESOUSA
REVP, PSAC ONTARIO REGION

For the Employer:



Jeffrey Jacobs
Police Governing Authority Chair

Schedule A

| APS (UNIFORM) REGULAR SALARY SCHEDULE | | | | | | | | | | |
|----------------------------------------------|-------------------|----------------------------------|-----------------------------------------|---------------|------------------|---------------|------------------------------------------|---------------|------------------|---------------|
| Rank | Class Code | Class Title | January 1, 2017 to June 30, 2017 | | | | July 1, 2017 to December 31, 2017 | | | |
| | | | Hourly | Weekly | Bi-Weekly | Annual | Hourly | Weekly | Bi-Weekly | Annual |
| Cadet | U0134 | Cadet | \$19.71 | \$788.26 | \$1,576.52 | \$41,130 | \$19.79 | \$791.41 | \$1,582.81 | \$41,295 |
| CS05 | 05600 | Constable, 5 th Class | \$25.32 | \$1,012.99 | \$2,025.98 | \$52,856 | \$25.43 | \$1,017.04 | \$2,034.08 | \$53,068 |
| CS04 | 05602 | Constable, 4 th Class | \$32.29 | \$1,291.59 | \$2,583.18 | \$67,393 | \$32.42 | \$1,296.76 | \$2,593.52 | \$67,663 |
| CS03 | | Constable, 3 rd Class | \$36.91 | \$1,476.22 | \$2,952.44 | \$77,027 | \$37.05 | \$1,482.12 | \$2,964.24 | \$77,335 |
| CS02 | | Constable, 2 nd Class | \$41.06 | \$1,642.29 | \$3,284.58 | \$85,692 | \$41.22 | \$1,648.6 | \$3,297.72 | \$86,035 |
| CS01 | | Constable, 1 st Class | \$41.13 | \$1,845.16 | \$3,690.32 | \$96,278 | \$46.31 | \$1,852.54 | \$3,705.08 | \$96,663 |
| SG02 | 05604 | Sergeant | \$48.44 | \$1,937.41 | \$3,874.82 | \$101,091 | \$48.63 | \$1,945.16 | \$3,890.32 | \$101,496 |
| SG01 | | | \$52.13 | \$2,085.01 | \$4,170.02 | \$108,793 | \$52.33 | \$2,093.35 | \$4,186.70 | \$109,228 |
| SS03 | 05614 | Staff Sergeant | \$54.43 | \$2,177.35 | \$4,354.70 | \$113,611 | \$54.65 | \$2,186.06 | \$4,372.12 | \$114,065 |
| SS02 | | | \$57.20 | \$2,287.93 | \$4,575.86 | \$119,381 | \$57.43 | \$2,297.08 | \$4,591.6 | \$119,858 |
| SS01 | | | \$59.04 | \$2,361.79 | \$4,723.58 | \$123,235 | \$59.28 | \$2,371.24 | \$4,742.48 | \$123,728 |
| SM01 | 05609 | Sergeant Major | \$60.43 | \$2,417.15 | \$4,834.30 | \$126,123 | \$60.67 | \$2,426.82 | \$4,853.64 | \$126,628 |

| | | | | | | | | | | |
|-----------------------|-------|--------------------------------------------|---------|------------|------------|-----------|---------|------------|------------|-----------|
| | | | | | | | | | | |
| SSD C02- 3 | 05623 | Staff Sergeant- Detachment Commander | \$57.81 | \$2,312.35 | \$4,624.70 | \$120,655 | \$58.04 | \$2,321.60 | \$4,643.20 | \$121,138 |
| 2 SSD C02- 2 | | (Staff complement 0- 39) | \$60.75 | \$2,429.81 | \$4,859.62 | \$126,784 | \$60.99 | \$2,439.53 | \$4,879.06 | \$127,291 |
| SSD C02- 1 | | | \$62.71 | \$2,508.25 | \$5,016.50 | \$130,877 | \$62.96 | \$2,518.28 | \$5,036.56 | \$131,400 |
| | | | | | | | | | | |
| SSD C01- 3 | 05621 | Staff Sergeant- Detachment Commander | \$58.68 | \$2,347.14 | \$4,694.28 | \$122,470 | \$58.91 | \$2,356.53 | \$4,713.06 | \$122,960 |
| 1 SSD C01- 2 | | (Staff complement 40- 59) | \$61.66 | \$2,466.42 | \$4,932.84 | \$128,694 | \$61.91 | \$2,476.29 | \$4,952.58 | \$129,209 |
| SSD C01- 1 | | | \$63.65 | \$2,546.04 | \$5,092.08 | \$132,849 | \$63.91 | \$2,556.22 | \$5,112.44 | \$133,380 |

APS (UNIFORM) REGULAR SALARY SCHEDULE

January 1, 2018 to December 31, 2018

| <u>Rank</u> | <u>Class Code</u> | <u>Class Title</u> | <u>Hourly</u> | <u>Weekly</u> | <u>Bi-Weekly</u> | <u>Annual</u> |
|-------------|-------------------|-----------------------------------------|---------------|---------------|------------------|---------------|
| Cadet | U0134 | Cadet | \$20.13 | \$805.26 | \$1,610.52 | \$42,017 |
| CS05 | 05600 | Constable, 5 th Class | \$25.87 | \$1,034.84 | \$2,069.68 | \$53,996 |
| CS04 | 05602 | Constable, 4 th Class | \$32.99 | \$1,319.45 | \$2,638.90 | \$68,847 |
| CS03 | | Constable, 3 rd Class | \$37.70 | \$1,508.06 | \$3,016.12 | \$78,688 |
| CS02 | | Constable, 2 nd Class | \$41.94 | \$1,677.72 | \$3,355.44 | \$87,541 |
| CS01 | | Constable, 1 st Class | \$47.12 | \$1,884.96 | \$3,769.92 | \$98,355 |
| SG02 | 05604 | Sergeant | \$49.48 | \$1,979.20 | \$3,958.40 | \$103,272 |
| SG01 | | | \$53.25 | \$2,129.98 | \$4,259.96 | \$111,139 |
| SS03 | 05614 | Staff Sergeant | \$55.61 | \$2,224.32 | \$4,448.64 | \$116,062 |
| SS02 | | | \$58.43 | \$2,337.28 | \$4,674.56 | \$121,956 |
| SS01 | | | \$60.32 | \$2,412.74 | \$4,825.48 | \$125,893 |
| SM01 | 05609 | Sergeant Major | \$61.73 | \$2,469.29 | \$4,938.58 | \$128,844 |
| SSDC02-3 | 05623 | Staff Sergeant- Detachment Commander | \$59.06 | \$2,362.23 | \$4,724.46 | \$123,258 |
| 2 SSDC02-2 | | (Staff complement 0-39) | \$62.06 | \$2,482.22 | \$4,964.44 | \$129,519 |
| SSDC02-1 | | | \$64.06 | \$2,562.35 | \$5,124.70 | \$133,70 |
| SSDC01-3 | 05621 | Staff Sergeant- Detachment Commander | \$59.94 | \$2,397.77 | \$4,795.54 | \$125,112 |

| | | | | | |
|----------------|--------------------------|---------|------------|------------|-----------|
| 1 SSDC01- 2 | (Staff complement 40-59) | \$62.99 | \$2,519.63 | \$5,039.26 | \$131,471 |
| SSDC01-1 | | \$65.02 | \$2,600.95 | \$5,201.90 | \$135,714 |