# COLLECTIVE AGREEMENT

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between

Saskatoon Police Association

and

The Board of Police Commissioners

COVERING THE PERIOD FROM JANUARY 1, 2020 TO DECEMBER 31, 2022

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# This COLLECTIVE AGREEMENT made this **18<sup>th</sup> day of June, A.D., 2020**

## BETWEEN:

# THE BOARD OF POLICE COMMISSIONERS of the City of Saskatoon in the Province of Saskatchewan hereinafter called the "Board"

OF THE FIRST PART

- and -

# THE SASKATOON POLICE ASSOCIATION hereinafter called the "Association"

OF THE SECOND PART

WHEREAS the Saskatoon Police Association has been certified as the bargaining agent for its members; and

WHEREAS it is the desire of both parties to this Agreement to maintain the existing harmonious relationship between the Board and the members of the Association and to promote cooperation and understanding between the Board and the said members; to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work, scale of wages, and to promote the morale, well-being, and security of the members of the Saskatoon Police Service, and thereby to further the common purpose of providing the best possible Police service to the citizens of Saskatoon.

The Employer and the Association agree that there be no discrimination, restriction or coercion exercised or practiced in respect to hiring or terms and conditions of employment because of race, religion, religious creed, colour, sex, national or ethnic origin, age (between legal age for employment and normal retirement age), disability, political or religious affiliation or by reason of membership or activity in the Association.

NOW THEREFORE THIS AGREEMENT WITNESSETH that, in consideration of the premises, covenants, conditions, stipulations, and the provisions herein contained the parties hereto agree as follows:

# ARTICLE 1. INTERPRETATION

In this agreement, unless the context otherwise requires the expression:

- a) "Board" shall mean the Board of Police Commissioners of the City of Saskatoon.
- b) "Callout" shall mean when a member is recalled to work after having completed their regular hours of work. (Court time shall not be considered as callout). Callout shall be recognized when a member has been called out and attends either at the scene or at the Saskatoon Police Service building.
- c) "Chief" shall mean the Chief Constable of the Saskatoon Police Service, or his designated representative.
- d) "City" shall mean the Corporation of the City of Saskatoon.

- e) "Common-law spouse" shall mean any person who cohabitates with a member in an intimate relationship and being publicly represented as life partners for a period of twelve (12) consecutive months.
- f) "Court" shall mean any federal, provincial or civil tribunal acting in a judicial or quasi-judicial capacity and shall include Saskatoon Police Service and local or provincial Police Commission Inquiries or Hearings.
- g) "Court Attendance" shall mean any attendance as a result of a subpoena or court notice at any court by a member while he is not on duty to give evidence as a witness, whether called upon to give evidence or not, provided that the evidence was acquired by the member in relation to the performance of his duties as a peace officer.
- h) Day / Week

"Day" shall mean eight (8) hours whenever the term day is used to provide for time off for annual vacation, sick leave, or otherwise except where specifically provided otherwise. The regular work day shall be from 0001 hours to 2400 hours.

"Week" shall mean forty (40) hours. The regular work week shall be from 0001 hours on a Monday morning to 2400 hours the following Sunday evening.

- i) "Emergency" shall mean an unexpected situation that requires prompt action.
- j) "Member" shall mean a member of the Saskatoon Police Association.
- k) The words "he, his or him" where used herein shall be construed as including or referring to a person of the feminine gender where the facts or context so requires.
- I) "Public holidays" shall mean New Year's Day, Family Day, Good Friday, Easter Monday, Queen's Birthday, Canada Day, Saskatchewan Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and any other day or part of a day declared by His Worship the Mayor to be a civic holiday.
- m) "Special duty" shall mean any voluntary police duties undertaken for private parties apart from regular police duties.
- n) "Spouse" shall mean husband, wife or common-law spouse.
- o) "Seniority" shall mean unbroken service within the special constable rank, or unbroken service within all other sworn ranks, starting from the date the member last entered the service of the Saskatoon Police Service.
- p) "Service" shall mean the total accumulated time from the date of hire for the present term of employment.

- In the event of any conflict or difference between the Saskatoon Police Service Regulations and this Collective Bargaining Agreement, the Provisions of the Collective Bargaining Agreement shall apply.

## ARTICLE 2 TERM OF AGREEMENT

This Agreement shall be effective from January 1, **2020** to December 31, **2022** and shall remain in effect after its expiry date and from year to year unless either party gives written notice to terminate or renegotiate this Agreement, such written notice to be given not more than one-hundred and twenty (120) days nor less than sixty (60) days prior to the expiry date of this Agreement.

## ARTICLE 3. NEW RANKS

Revised

- a) When the Board determines that a new position or a new rank is to be put into the Organizational Chart of the Saskatoon Police Service it will notify the Association in writing four weeks prior to the implementation, and will negotiate the salary for the new position or rank.
- b) When the Board or the Association wishes to re-classify an existing position and assign a higher or lower rank to that position they will notify the other party in writing and negotiate the re-classification.
- c) Attached as Appendix D to this Collective Agreement are the Generic Job Descriptions for each of the existing ranks represented by the Association. These are the only official Generic Job Descriptions in force.

Every position within the Saskatoon Police Service Organizational Chart shall have a Specific Job Description attached to it. Each Specific Job Description shall be compared to the Generic Job Description attached as Appendix D in order to ensure the appropriate rank is placed upon it.

The Saskatoon Police Service shall retain the right to create or modify a specific job description. Any alteration, addition or deletion to the duties or responsibilities of a Specific Job Description shall be the subject of a joint review to ensure that the appropriate rank is applied to it.

- d) A new position is any position that does not appear in the Saskatoon Police Service Organizational Chart in force prior to the creation of the new position.
- e) Such new positions could either be a re-deployment or result in an addition to the rank as determined by the Chief of Police.
- f) For the purposes of a grievance filed under this article the procedure shall be that set forth in Article 24 with the following exceptions:
  - After the Chief of Police has rendered a decision in regard to a grievance, if either party does not agree, the grievance will proceed directly to single arbitration;
  - ii) The Board of Arbitration shall consist of a single arbitrator, agreed to by the parties or in the event the parties cannot agree, by a person named by the Minister of Labour.

#### ARTICLE 4. HOURS OF WORK

a) All members of the Saskatoon Police Service work an average of forty (40) hours per week, days off to be consecutive. No split shifts shall be worked, shifting shall be equal. Members will work 2080 hours per year.

E.D.O.'s will only be earned on the 5-5-4 and twelve (12) hour shifts. In the event of a transfer, the hours worked on the ten (10) hour shift will not be used for the purpose of calculating E.D.O.'s. For midweek transfers on the ten (10) hour shift, the hours will be adjusted accordingly so as not to have any effect on E.D.O. calculations.

- b) In cases of emergency, and in no other cases, the hours of work of any members of the Saskatoon Police Service may be changed at the discretion of the Chief of Police.
- c) Approved requests to exchange regular days off or to substitute for another member at regular rates shall not be deemed to be in contravention of any of the terms of this Agreement. Such approved changes shall be deemed to be the member's regular days off.
- d) 1. i) <u>Twelve (12) hour Shifts</u>

The following assigned personnel will work the twelve- (12) hour shift while assigned to the Uniform Division:

<u>Patrol Section</u> - Platoon Commanders (Staff Sergeants) and all subordinates assigned to their respective platoons.

Traffic Section - Sergeants and all subordinates.

Identification Section - All Sergeants

Revised

# Guns & Gangs Unit – All Sergeants and Constables

Management maintains the ability to amend hours of duty in the various sections in order to meet the demands for service, subject to the following:

Those members **in the Patrol Section and Traffic Section** of the Saskatoon Police Association to whom the twelve- (12) hour shift is applicable shall work in the four platoons. The work schedule shall be two- (2) day shifts starting at 0600 hours to 1800 hours and 0700 hours to 1900 hours, followed by two (2) night shifts commencing at or prior to 1900 hours:

	<u>Sun</u>	Mon	Tues	Wed	Thurs	<u>Fri</u>	<u>Sat</u>
Team 1			D	D	D		
Team 2				N	N	N	N
Team 1		D	D	D	D	1	
Team 2				N	N	N	
Team 1				N	N	N	Ν
Team 2			<b>D</b>	D	D		
Team 1				N	N	N	
Team 2		D	D	D	D		

#### Those members in the Guns & Gangs Unit Sergeants and Constables will adhere to the following 12-hour shift schedule:

\*\*\* Guns & Gangs Unit Constables will consist of two (2) teams of up to seven (7) Constables.

Shift start times for the above Guns & Gangs Unit Sergeants and the Constables on the two (2) teams will be 07:00hrs on dayshifts and 15:00hrs on nightshifts.

In the case of the Watch Commander the shift start times will be 0500 for day shifts and 1700 for night shifts. Detention, Reader Sergeants and the Communications Special Constable Supervisor will start at 0530 for day shifts and 1730 for night shifts.

The work schedule for the Patrol Sergeants shall be two (2) day shifts starting at 0530 hours to 1730 hours or 0630 hours to 1830 hours, followed by two (2) night shifts commencing at 1730 or 1830 hours.

Following the completion of each four (4) working days under the twelve-(12) hour shift, there shall be a period of four (4) days off when the members shall not be required to work. It is expressly understood that the four- (4) day period off may not be four (4) complete calendar days and will depend upon the shift having been worked to be worked by the members. The term "day" in this section shall mean twelve (12) hours.

ii) The twelve (12) hour shift requires members to work more than forty (40) hours per week during certain weeks. Members will be given earned time off so that they will not work more than 2080 hours in a calendar year.

The Staff Sergeant shall, in consultation with the individual member, assign earned days off (EDO) in reverse order of the holiday draw providing the member does not have a court notice for such day. If the member subsequently receives a court notice for the EDO day, as long as the EDO was scheduled during the annual vacation leave selection and prior to the court notice being prepared, the member may either receive court entitlements as if they were on weekly leave as outlined in Article 7 (a) or request a change of EDO. Members will only be allowed one block of four consecutive EDO's off in July or August, and may draw four consecutive EDO's during other times of the year.

Members may bank all or any portion of their EDO's. Time from the bank may be used in hourly increments. Time left in the EDO bank, which has not been assigned as of August 1st of any given year, will be assigned by the Staff Sergeant in consultation with the individual member.

Guidelines in regard to the number of Constables and Special Constables away on EDO's at any one time shall be mutually agreed to by the Parties on an annual basis.

iii) <u>Transfers/Training Courses</u> - Transfers and training shall be done so as to ensure that both parties receive no more and no less than they would have received if converted to the eight (8) hour shift. Time adjustments, credits/debits, will be administered by the Saskatoon Police Service by changing hours of work or time credit bank adjustments.

> Effective December 10, 2014 members attending or instructing courses at the Saskatchewan Police College or Depot Division in Regina, that requires the member to stay overnight in the Saskatchewan Police College or Depot Division lodging facilities, will have their work day based on the shifting schedule of their current work assignment, regardless of the number of hours the member attends the course on any given day.

- iv) An annual shift schedule shall be prepared by the Saskatoon Police Service and posted at least three (3) months prior to January 1.
- v) Members assigned to twelve (12) hour shifts shall be allowed one (1), fortyfive (45) minute scheduled lunch break.
- vi) <u>Court Attendance</u> Article 7 c) i), instead of Article b) will apply when a member attends court on the day of a scheduled night shift and the court attendance runs into regular shift or there is an interval of three (3) hours or less between completion of court attendance and commencement of regular shift.
- vii) <u>Vacation Leave</u> When a member is permitted to proceed on annual leave, subject to Article 10 g), and is required to attend court on a twelve (12) hour annual leave day or on a weekly leave day that falls directly, before the four (4) days of annual leave or immediately after the four (4) days of annual scheduled vacation leave, the member shall receive twenty-four (24) hours of pay or time credit for each day required for court, regardless of the number of courts or appearances in any day. Pay or time credit in lieu may be elected subject to Article 7 e) of the Working Agreement.

When a member's total remaining annual leave is in excess of forty-eight (48) hours and less than ninety-six (96) hours, and the member draws one complete forty-eight (48) hour period (four (4) days) followed by weekly leave and then appends all of the remaining annual leave of at least one full day, the member shall receive twenty-four (24) hours pay or time credit for each such weekly leave day required for court, regardless of the number of courts or appearances in any day.

Revised

Pay or time credit in lieu may be elected subject to Article 7 e) of the Working Agreement.

The member shall receive time allowance or pay at regular rates for actual travelling time, plus reasonable expenses. Time may be taken at the end of the member's vacation leave. Expense allowance shall apply to the member only. When a member is required to attend court on weekly leave days immediately following a vacation leave period of forty-eight (48) hours, four (4) days, the member shall receive pay at regular rates or time credit in lieu of pay for actual travel time in addition to weekly leave court credit entitlement. Reasonable travel expenses will also be paid. Travel time and expenses will be provided if the member has complied with the preceding subsection.

- viii)<u>Article 8 Public Holidays</u> shall apply to twelve- (12) hour shift personnel as follows.
  - a) i) <u>Duty</u> in addition to their regular salary, be entitled to pay (or lieu time) for the time actually worked during the period of the holiday at the rate of double time (2X).
    - ii) See Article 8 a) ii)
    - iii) Members required to work between 1800 hours and 2400 hours December 24 and/or December 31, shall be paid at the rate of double time (2X) for hours worked. Members may elect time credit in lieu of pay.
    - iv) When a public holiday falls during any members' vacation leave, he shall be entitled to one (1) additional hour's pay (or lieu time) for each hour that falls on that public holiday.
    - v) A member shall receive an additional one (1) hour's pay (or lieu time) for each hour of his weekly leave which falls within the period of the public holiday. If a member works any portion of a public holiday, this shall be considered a work day for the purposes of premium pay.

#### 2. Ten- (10) hour Shifts

a) The ten - (10) hour work schedule shall apply to all members of the Saskatoon Police Association other than those covered by d) 1 and d) 3 and shall include:

Provincial Court Officer (PCO) Constable School Resource Sergeant Cultural Resources Sergeant Crime Stoppers Constable Community Liaison Constable School Resource Constable Cultural Resource Constable Polygraph Sergeant Technological Crimes Sergeant

Revised

**Technological Crimes Special Constable NWEST Sergeant** Identification Constable **Tactical Analyst Special Constable Special Investigation Sergeant Special Investigation Constable** Integrated Intelligence Sergeant Integrated Intelligence Special Constable Vice Sergeant Vice Constable Homicide **Unit** Sergeant **Historical Case Sergeant** Missing Person Task Force Sergeant Sex Crime & Child Abuse Sergeant **VICLAS Sergeant Drug Unit Sergeant Drug Unit Constable** Fraud Sergeant Stolen Auto Sergeant Break and Enter Sergeant Break and Enter Constable Pawn Constable **Proceeds of Crime Sergeant** Internal Investigations Sergeant **Recruiting Sergeant Recruiting Constable** Training Sergeant Training Constable Major Crime Special Constable Forensic Identification Special Constable **Missing Person Detail Constable** Saskatoon Integrated Crime Reduction Team (CRT Constable Saskatoon Integrated Crime Reduction Team (CRT Special Constable Saskatoon Integrated Crime Reduction Team (CRT Sergeant Graffiti Detail Constable **General Investigation Sergeant Major Crime Section Constable** High Risk Offender Constable **ICE Unit Constable** ICE Unit Sergeant Domestic Violence/Serious Assault Unit Sergeant **Social Services Fraud Constable** Divisional Crime Analyst Special Constable Service Centre Special Constable **Criminal Intelligence Special Constable** Audio Video Disclosure Release Special Constable **VICLAS Special Constable HUB** Constable Sask 9-1-1 Sergeant **SVOR** Constable **Alternative Measures Sergeant Vulnerable Persons Unit Sergeant Administrative Sergeant Strengthening Families Constable** 

- b) The following shall refer to the Criminal Investigation Division:
  - i) 10 hour shifts shall respect the bargained principle of "normally Saturday and Sunday off" with other days off appended to the Saturday and Sunday. For ease of reference the said principle shall be referred to as "normally weekends off."
  - ii) For the purposes of implementation and operational administration "normally weekends off" is interpreted as follows:

Members may be scheduled to work, on average, one weekend out of any four with normal contract posting requirements to apply. Such weekend scheduling shall be reasonably evenly distributed throughout the course of the calendar year unless an unusual and clearly demonstrated operational need requires otherwise.

iii) The basic 10 hour shift schedule shall reflect a dayshift only with members working 0700 hours to 1700 hours or 0800 to 1800 hours. Upon implementation of this agreement one half of the members of each unit shall be scheduled weekly leave Saturday, Sunday and Monday of each week with the remaining half scheduled weekly leave Friday, Saturday and Sunday each week. Thereafter in the week that includes July 1<sup>st</sup> of each year the two groups will switch their scheduled weekly leave from Saturday, Sunday and Monday off to Friday, Saturday and Sunday off and vice versa.

Notwithstanding such basic schedule, members of any investigation unit may be requested to change their hours and/or days of work by mutual agreement from time to time to meet operational requirements of their particular unit. Such requests may be more frequent for members working in units such as Street Crime Unit, SIU, Break and Enter Detail, SHOCAP, Organized Crime, and Vice. Should such shift changes be unattainable by mutual agreement between the members of any given unit and the unit supervisor then the members may be scheduled to work hours other than their basic scheduled hours to meet operational requirements provided normal contract shift posting requirements are met, the principle of "normally weekends off" is respected and equal shifting is observed. However, such other scheduled hours of work shall not commence prior to 0700 for dayshifts or commence after 2000 hours for afternoon or night shifts unless an unusual and clearly demonstrated operational need requires otherwise.

- iv) The provisions of this agreement shall not prohibit members from switching their hours and/or days of work by mutual agreement with the Service.
- v) The Drug Unit shall continue to operate on its present shift schedule under the terms of the Integrated Drug Unit Agreement and as such agreement may be changed from time to time.
- vi) Court Attendance

# MEMORANDUM OF AGREEMENT

# RE: SUPERANNUATION AND RETIREMENT

As a result of negotiations with respect to The Retirement Plan for Employees of the Saskatoon Board of Police Commissioners (the "Existing Plan"), the negotiating committees for the Saskatoon Board of Police Commissioners (the "Board") and the Saskatoon Police Association (the "Association"), agree to the following terms and conditions. This Agreement requires approval by the Board and the Association and will be recommended by their respective negotiating committees.

- <u>The intent is to implement the new target benefit pension plan (the "New Plan") as of</u> <u>January 1, 2016 (the "Effective Date").</u> All accruals of pensionable service under the <u>Existing Plan will cease immediately prior to the Effective Date.</u> Earnings and service on <u>and after the Effective Date will continue to be recognized under the Existing Plan's</u> <u>benefit formula for all purposes except the accrual of pensionable service. Benefits</u> <u>accrued under the Existing Plan for pensionable service prior to the Effective Date will <u>be retained.</u>
  </u>
- 2. <u>On the Effective Date, the Board will assume sole and complete financial responsibility for</u> <u>the Existing Plan, including its then unfunded liability, and any unfunded liabilities</u> <u>identified after the Effective Date.</u>
- 3. <u>The Board will discharge all unfunded liabilities in the Existing Plan over the 40 year period commencing on the Effective Date.</u> The parties acknowledge that implementing this 40 year amortization period will require an amendment to *The Pension Benefits* <u>Regulations, 1993</u>, and that this regulatory change is one of the regulatory changes which the parties must seek and obtain pursuant to paragraph 12 of this Memorandum of Agreement.
- 4. <u>On the Effective Date, the Board will assume ultimate responsibility for and control over the Existing Plan, including its governance and the investment of its assets. Nevertheless, plan members will continue to have representation on the Existing Plan's board of trustees.</u>
- 5. If a future actuarial valuation of the Existing Plan reveals that assets (excluding any unfunded liability payments made by the Board to the Plan on or after the Effective Date) exceed going-concern liabilities (including margins) by 25% or more, then the amount by which such assets exceed 125% of going-concern liabilities (including margins) shall be allocated equally to the Board and members of the Existing Plan.
- 6. If the Existing Plan is terminated and wound-up, any assets in excess of the liabilities on the date of termination will be allocated equally to the Board and members of the Existing Plan. If no members of the Existing Plan exist on the date of termination, the portion allocated to members of the Existing Plan will, if permitted by law, be transferred to the New Plan. If such a transfer cannot take place, the portion of surplus allocated to

Where members have been scheduled hours and/or days of work other than the basic 10 hour shift schedule and are required to attend court, the applicable court time benefits shall apply.

Where members have mutually agreed to change hours and/or days of work for operational requirements then, for the purpose of court attendance, such members shall be deemed to be scheduled those changed hours and/or days and the applicable court time benefits shall apply. The onus shall be on the unit supervisor to ascertain court commitments prior to approving mutually agreed shift changes for operational requirements.

Where a member takes a complete 40 hour block of Annual Leave during any given week, the entire week shall be deemed to be Annual Leave for the purpose of court attendance benefits notwithstanding that the members basic 10 hour schedule may show the member as weekly leave on any particular day of such week.

c) The ten- (10) hour shift schedules shall, through consensus of the joint shifting committee, be developed and implemented. Once agreed through consensus, ten- (10) hour shift schedules shall be in effect until mutually amended.

The term "day" in this section shall mean ten (10) hours.

 <u>Transfers/Training Courses</u> - Transfers and training shall be done so as to ensure that both parties receive no more and no less than they would have received if converted to the eight- (8) hour shift. Time adjustments, credits/debits, will be administered by the Saskatoon Police Service by changing hours of work or time credit bank adjustments.

Effective December 10, 2014 members attending or instructing courses at the Saskatchewan Police College or Depot Division in Regina, that requires the member to stay overnight in the Saskatchewan Police College or Depot Division lodging facilities, will have their work day based on the shifting schedule of their current work assignment, regardless of the number of hours the member attends the course on any given day.

- ii) An annual shift schedule shall be prepared by the Saskatoon Police Service and posted at least three (3) months prior to January 1.
- iii) Members assigned to ten- (10) hour shifts shall be allowed one (1), forty (40) minute scheduled lunch break.
- iv) <u>Court Attendance</u> Article 7 c) i) instead of Article b) will apply when a member attends court on the day of a scheduled night shift and the court attendance runs into regular shift or there is an interval of three (3) hours or less between completion of court attendance and commencement of regular shift.
- v) <u>Vacation Leave</u> When a member is permitted to proceed on annual leave, subject to Article 10 g) and is required to attend court on a ten (10) hour annual leave day or weekly leave day between two blocks of annual leave, the member shall receive twenty-four (24) hours of pay

or time credit for each day required for court, regardless of the number of courts or appearances in any day. Pay or time credit in lieu may be elected subject to Article 7 e) of the Working Agreement.

The member shall receive time allowance or pay at regular rates for actual travelling time, plus reasonable expenses. Time may be taken at the end of the member's vacation leave. Expense allowance shall apply to the member only.

When a member is required to attend court on weekly leave days immediately following vacation for those on the ten- (10) hour shift, the member shall receive pay at regular rates or time credit in lieu of pay for actual travel time in addition to weekly leave court credit entitlement. Reasonable travel expenses will also be paid. Travel time and expenses will be provided if the member has complied with Article 10 g).

- vi) <u>Article 8 Public Holidays</u> shall apply to ten- (10) hour shift personnel as follows:
  - a) i) <u>Duty</u> in addition to their regular salary, be entitled to pay (or lieu time) for the time actually worked during the period of the holiday at the rate of double time (2X).
    - ii) See Article 8 a) ii)
    - iii) Members required to work between 1800 hours and 2400 hours December 24 and/or December 31, shall be paid at the rate of double time (2X) for hours worked. Members may elect time credit in lieu of pay.
    - iv) When a public holiday falls during any member's (of the Saskatoon Police Service) vacation leave, he shall be entitled to one (1) additional hour's pay (or lieu time) for each hour that falls on that public holiday.
    - v) A member shall receive an additional one (1) hour's pay (or lieu time) for each hour of his weekly leave which falls within the period of the public holiday. If a member is scheduled and works any portion of a public holiday, this shall be considered a work day for the purposes of premium pay. If not scheduled and the member works overtime into the public holiday, the member shall receive overtime for the hours worked in addition to the public holiday pay (or lieu time).

#### 3. <u>5-5-4 Shift</u>

Revised

i) The 5-5-4 work schedule shall apply only to the following positions held by members of the Saskatoon Police Association:

Divisional Staff Sergeant Detention/Court Preparation Staff Sergeant Headquarters Support Staff Sergeant Traffic Staff Sergeant Interpersonal Violence Staff Sergeant Forensic Identification Staff Sergeant Economic Crime/ Staff Sergeant Major Crime Staff Sergeant General Investigations Staff Sergeant Street Crime Staff Sergeant **Criminal Intelligence Staff Sergeant Uniform Support** Staff Sergeant Professional Standards Staff Sergeant Service Centre Special Constables **Special Events Coordinator Constable Cybercrime Constable Automated Speed Enforcement Constable Red Light Camera Constable Planning Constable Training Constable (1 position)** 

Any designated permanent Duty to Accommodate (DTA) position.

- ii) Each shift will be 8.57 hours per day (day shift only). Over a three week period, the member will receive one earned day off (EDO).
- iii) EDO's will be assigned on either Monday or Friday. EDO's falling on a Public Holiday will be changed to an alternate day.
- iv) Members may trade EDO's with other members. A member may accumulate up to five (5) EDO's, which shall be used up within the calendar year.
- v) Weekly leave will be deemed Saturday and Sunday for each work week.
- e) A member shall be entitled to a rest period of eight (8) hours between shifts. Where, due to the exigencies of the service, this is not possible, the member shall be paid at double the regular rate for all hours worked before the expiration of an eight (8) hour interval subsequent to the completion of his last shift.
- f) For the purpose of the twelve (12) hour shift, preference shall be given to the extent possible to two (2) member patrols following 1800 hours. After 2300 hours, two (2) member patrols will be assigned, excluding supervisors and K-9 Patrol. If a one (1) member patrol car remains, the member can accompany the supervisor or could man a patrol car with the definite understanding that the member not be required to accept serious or questionable calls.
- g) <u>Posting of Shifts</u> A shift schedule shall be posted six (6) weeks in advance for all sections. Except for staff movement due to training and/or emergency requirements, all staff transfers shall be preceded by posted order at least six (6) weeks in advance unless mutually agreed by the member and the Administration.
- h) Members shall be permitted to have their lunch break at the Police Station or at an eating establishment within their assigned district. Subject to the prior approval of the Communication Sergeant, members may take their lunch break outside their assigned district.

# i) Joint Committee on Shifting

A joint committee on shifting shall be established, comprised of three (3) management and three (3) Association representatives.

This committee, in addition to other duties set out, shall act as a monitoring and review body by meeting quarterly to discuss and resolve problems as they occur within the shifting arrangements.

In establishing shifting arrangements, the committee shall be guided by the following principles:

- i) No shifting arrangements will result in a reduction of current service levels; or an increase in current manpower or equipment costs.
- ii) Any other principles or factors agreed by the parties.

# ARTICLE 5. OVERTIME

Except where the period of overtime worked is less than fifteen (15) minutes, or as is otherwise provided for in Articles 6 and 7 below, any work, drill or parade in excess of the regular hours of work provided for in this Agreement shall be considered overtime, and shall be paid for at double time (2X) the regular rate of pay computed to the closest quarter ( $\frac{1}{4}$ ) hour overtime worked. Time in lieu may be elected subject to Article 7 e).

## ARTICLE 6. CALLOUT

- a) Pay for all callout on a member's regular day of work shall be double time (2X) the regular rate of pay, or a minimum of four (4) hours' pay at double time (2X) the regular rate of pay, whichever is the greater.
- b) Pay for all callout on a member's day off, public holiday or immediately following a member being on duty between 2200 hours to 0800 hours shall be paid a minimum of four (4) hours' pay at double time (2X) the regular rate of pay, or the actual hours worked at double time (2X), whichever is the greater.

When a member is called out within two (2) hours of their normal shift starting time, they will be paid overtime rates.

- c) A member may elect pay or an equivalent amount in time credits, subject to Article 7 e).
- d) Effective December 10, 2014 a member will be paid for work related phone calls subject to the following conditions:
  - 1. Work related phone calls that are subject to compensation must have received prior approval from the on-duty Watch Commander.
  - 2. Prior approval will be given by the Watch Commander to address a current operational matter where it is determined that the phone call is an operational necessity.

The off-duty member who receives the work related phone call will be compensated a minimum of 1 hour at straight time rates in relation to the circumstance that necessitated the call. Subsequent phone calls in relation to the circumstance will be paid on a per minute basis at straight time rates.

Members will not be entitled to compensation for a work related call if they are receiving compensation in accordance any other provision of the collective agreement. (e.g., on-call and callout provisions).

# ARTICLE 7. COURT ATTENDANCE

When a member is required to attend court outside his regular duty hours, the following shall apply:

- a) Regular assigned weekly leave
  - i) The day shall be divided into three (3) categories for court attendance.
    - 1. Morning
    - 2. Afternoon
    - 3. Evening
  - ii) For attendance in any one (1) of the above categories in a day, a member shall receive eight (8) hours' pay at regular rates.
  - iii) For attendance in any two (2) of the above categories in a day, a member shall receive a further four (4) hours' pay at regular rates in addition to a) ii).
  - iv) For attendance in all three (3) of the above categories, the member shall receive a further four (4) hours' pay at regular rates in addition to a) ii) and a)
     iii). Maximum daily entitlement will be sixteen (16) hours' pay per day.

# b) Night Shift (ending after 0200 hours and prior to 0801 hours)

The same provisions as for regular assigned weekly leave a) above shall apply.

- c) <u>While off duty</u>, other than annual leave or a) or b) above:
  - i) Where a member's court attendance runs into or extends a regular shift assignment, or there is an interval of three (3) hours or less, the entire attendance in court outside the regular shift assignment plus the interval, if any, shall be paid at overtime rates. The member may elect pay or time in lieu, subject to Article 7 e).
  - Where there is an interval over three (3) hours: The member shall receive six
     (6) hours' pay at straight time. A member shall receive a maximum of six (6) hours' pay at straight time or may elect to accumulate the time. A member shall receive a maximum of six (6) hours' pay for morning court, a maximum of six (6) hours' pay for afternoon court, a maximum of six (6) hours' pay for afternoon court, a maximum of six (6) hours' pay for evening, regardless of the number of appearances made at any morning, afternoon, or evening court sitting. Any combination of the foregoing shall not exceed twelve (12) hours.

iii) When a member assigned to a relief which commences between 1400 hours and 0300 hours attends both morning and afternoon court of the same day, completion of the required attendance in court, may, if mutually agreeable, be deemed to be work relief for that day, subject to the needs of Police service.

# d) Court Attendance While On Annual Leave

When a member is permitted to proceed on vacation leave, subject to Article 10 g), and is required to attend court while on vacation leave, the member shall be granted twenty four (24) hours pay for each day required for court, regardless of the number of courts or appearances in any day. Time in lieu may be elected subject to Article 7 e).

The member shall receive time allowance at regular rates for actual travelling time plus reasonable expenses. Time to be taken in pay or time in lieu subject to Article 7 (e). Expense allowance shall apply to the member only.

e) Where a member has elected to receive time credits in lieu of pay as permitted in the Collective Agreement (including Article 7a), 7b), 7c), the accumulation of such credits shall not exceed one hundred twenty (120) hours.

When a member has accumulated forty-eight (48) or more hours he shall not be permitted to lend any of his accumulated time until such a time as his accumulated time is less than forty-eight (48) hours.

- f) Court attendance shall be recognized when a member appears as directed by notice or subpoena even though he does not actually testify.
- g) i) Cancellation of any notice or subpoena for a member to attend court must be made in writing at least twenty-four (24) hours prior to the time of the required attendance. Should it be impractical to notify a member within twenty-four (24) hours in writing, the members shall be considered notified if:
  - the member is contacted by telephone; or,

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# - a text message is sent or a voicemail message is left, or

- the spouse, including a common-law spouse, of the member is contacted (provided the member and spouse are not, at that time, living separate and apart).
- If the member is not so notified in accordance with the foregoing, the member shall receive the minimum benefit otherwise payable.
- ii) The notice of cancellation period referred to in g i) above does not apply to those members who are on duty and informed of such cancellation prior to the required court attendance.
- h) Time credits referred to in e) above, may be used at the convenience of the member, provided it does not interfere with the work of the Saskatoon Police Service.
- i) Application for valid court credits must be submitted as soon as practicable following the court attendance being claimed.

- j) All fees payable to a member as a witness in <u>any</u> court proceeding, for which any pay or time credits are being claimed, shall accrue to the Saskatoon Police Service.
- k) To claim credit for attendance in Civil Courts, the member must:
  - have been subpoenaed,
  - notify the Saskatoon Police Service prior to attending,
  - be responsible for collecting fees payable to him; and, where he claims court credits for such time, he shall pay such fees to the Saskatoon Police Service, provided that the evidence was acquired by the member in relation to the performance of his duties as a peace officer.
- I) When a member is required to travel to attend a criminal court outside of Saskatoon on behalf of the Saskatoon Police Service, the following shall apply:
  - i) If mutually agreed, the hours of work shall be rescheduled to permit travel on Saskatoon Police Service time.
  - ii) When required to travel on weekly leave or annual leave, a member shall be paid double time (2X) for the travel time. Time in lieu may be elected, subject to Article 7 e).
- m) Subject to Article 7 g) i) members notified to attend court will be required to declare whether they are on or off duty at time or date of the court case. If a member does not properly notify the Saskatoon Police Service, no court time benefits shall be allowed.
- n) Pursuant to his duties, when a member is required to attend court while he is on sick leave the member shall receive the same benefit as had he been on weekly leave. This benefit shall be credited to his sick leave.

It will be the member's responsibility to have his court notice attached to his sick sheet to be forwarded to Payroll upon his return to work.

- o) The following shall apply for experienced police recruits who are hired and are subpoenaed for court as a result of duties performed for their previous employers:
  - i) The Saskatoon Police Service is not responsible for any overtime, travel expenses, meals or accommodations necessary to attend court. It will be the responsibility of the individual member to recover these expenses from their previous employer.
  - ii) If the court date is set for a recruit's weekly leave, the Staff Sergeant in charge of the recruit will arrange for a change of duty hours to coincide with the court date. The Staff Sergeant in charge will indicate on the payroll sheet the recruit is absent on duty during this time.
  - iii) If the court date is set for the recruit's scheduled duty hours, the Staff Sergeant in charge will indicate on the payroll sheet the recruit is absent on duty.
- p) Where a member is the subject of a civil proceeding and is indemnified pursuant to Article 33, then any court attendance required of the member outside the member's regular assigned hours shall be paid pursuant to this article.

q) Where a member is required to attend court as a result of being charged with any criminal or statutory or discipline offense that may arise in the course of the member performing his duties and responsibilities as a peace officer on behalf of the Saskatoon Police Service or as a direct result of the member's status as a peace officer of the Saskatoon Police Service and the member is subsequently acquitted of all such charges, then the member shall be paid for any such court attendance outside his regular assigned working hours pursuant to Article 7 of this Agreement.

# ARTICLE 8. PUBLIC HOLIDAYS

- a) i) Public Holidays shall mean: New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Saskatchewan Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and any other day or part of a day declared by His Worship the Mayor to be a civic holiday. Except as provided in b) below, all members of the Saskatoon Police Service required to work on a public holiday, shall, in addition to their regular salary be entitled to pay for the time actually worked during the period of the holiday at the rate of double time (2X).
  - ii) Christmas Day, Boxing Day, New Year's Day and Remembrance Day shall be observed December 25, 26, January 1, and November 11 respectively, and these dates so specified shall be deemed to be those holidays for the purpose of any bonus pay provided for above. Where another day has been declared a public holiday in lieu of December 25, 26, January 1 or November 11, they shall not be considered to be a public holiday so far as this Agreement is concerned.
  - iii) Members required to work between 1800 hours and 2400 hours December 24 and/or December 31 shall be paid at the rate of double time (2X) for hours worked. Members may elect time credit in lieu of pay.
  - iv) When a public holiday falls during any member's vacation leave, he shall be entitled to one (1) additional day's pay for each such holiday. Members may elect time in lieu of pay, subject to Article 7 e).
  - A member on weekly leave during a public holiday shall be paid one (1) hour's pay for each hour of his weekly leave which falls within the period of the public holiday.
  - vi) Members who are sick on a public holiday shall have no debit made to sick leave credits for their time off sick on that day.
- b) An employee on weekly leave, when a public holiday falls, may elect to take equivalent time off subject to Article 7 e); or a day's pay.
- c) Subject to Article 7 e), members may elect pay or time in lieu for work on a public holiday.
- d) The following shall apply to members working in the Patrol Division, Detention Section, Communications Section, Readers Section, Traffic Section on the twelve (12) hour shift:

- i) A Public Holiday Bank shall be created for each of the above members.
- ii) Members shall have a total of one hundred and seventy seven (177) hours Public Holiday time credited to a Public Holiday Bank on January 1 of each calendar year, except Detention Sergeants, Communications Sergeants, Reader Sergeants, and Patrol Staff Sergeants, who shall be credited one hundred and ninety six (196) hours. These hours shall be applied on a pro rated basis to members designated by the Chief as working in a long-term acting capacity as Detention Sergeants, Communications Sergeants, Reader Sergeants, or Patrol Staff Sergeants.
- iii) The credited Public Holiday time is in lieu of any public holiday pay or time credit as described in Article 8 of the current agreement.
- iv) Upon application, made not before July 2 of the calendar year but no later than July 14 of the calendar year, a member may request a cash payout to the member from the Public Holiday Bank which shall not exceed half of the up to one hundred and seventy-seven (177) hours, or in the case of the Detention Sergeants, Communications Sergeants, Reader Sergeants and Patrol Staff Sergeants, up to one hundred and ninety-six (196) hours of public holidays banked. All balances not used or taken during the calendar year will automatically be paid out on the final pay period of the calendar year at the appropriate regular rate of pay.
- v) A member may elect to take up to full amount of time off credited to their Public Holiday Bank except for forty eight (48) hours which must be cashed out. These forty eight (48) hours will be paid in two installments, one at mid-year and one at the end of the year. Any time off shall be at the discretion of the member's Staff Sergeant. Time off may be taken as a full day or portion thereof.
- vi) Public Holiday time shall not be carried over to the following year.
- vii) A member who is unable to report for duty due to sickness on a Public Holiday shall have the number of hours the member would have normally worked during the Public Holiday deducted from the member's Public Holiday Bank. The remaining duty hours a member is sick leading into or out of the Public Holiday shall be drawn from the member's Sick Credits.
- viiii) A member who has expended all of the hours in the member's Public Holiday Bank and is unable to report for duty due to sickness, shall have the number of hours the member would have normally worked during the Public Holiday, deducted from the member's Public Holiday Bank in the following calendar year.
- ix) Transfer into or out of the Patrol Division or the Traffic Section or the termination, resignation or retirement of a member will necessitate the adjustment of time and/or pay on prorated basis. The maximum amount of one hundred and seventy seven (177) hours, or one hundred and ninety six (196) hours as the case may be, shall be prorated based on the number of Public Holidays in the period in question

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- x) Members who have entered the Saskatoon Police Service Sick Bank or who are receiving Workers' Compensation Benefits shall not be included in this section for the period of time their transfer is in effect. A calculation based on paragraph xii) of this Section shall be made for members beginning to receive said benefits or for members returning to work from said benefits.
- xi) Members who have been transferred from the Patrol Division or Traffic Section for a temporary assignment exceeding five (5) days shall not be included in this Section for the period of time their transfer is in effect. A calculation based on paragraph xii) of this Section shall be made for members who are leaving or are returning to the Patrol Division or Traffic Section.

# ARTICLE 9. SPECIAL DUTY

- a) All special duty shall be detailed through the office of the Chief of Police or a Deputy Chief of Police.
  - Pay for special duty shall be at two times (2X) the first class constable rate of pay for a minimum of three (3) hours or the actual number of hours worked at two times (2X) the first class constable rate of pay, whichever is the greater amount.
  - ii) Probationary Constables and Special Constables shall not be eligible to undertake special duty.

#### **ARTICLE 10. VACATION LEAVE**

- a) "Service" for the purpose of calculating vacation entitlement shall be interpreted as service with the Saskatoon Police Service.
  - i) After one (1) year of service, members shall be entitled to three (3) weeks' vacation leave per year.
  - ii) After eight (8) years' service, members shall be entitled to four (4) weeks' vacation leave per year.
  - iii) After sixteen (16) years' service, members shall be entitled to five (5) weeks' vacation leave per year.
  - iv) Effective January 1, 2008, after twenty-two (22) years' service, members shall be entitled to six (6) weeks' vacation leave per year.
- b) i) Effective January 1, 2008, vacation entitlement will be based on total years of accumulated periods of service, less any period of absence from the Saskatoon Police Service.
  - ii) Insofar as is possible, the vacation leave period shall be between April 1 and October 31, each year.
  - iii) Members appointed after April 1 shall have their vacation entitlement prorated on the basis of the number of months employment to March 31 the following year. All new members will thus have their anniversary date for vacation leave purposes adjusted to April 1.

- iv) Members shall, if they complete eight (8) years' service between April 1 and September 30 inclusive, in any year, be deemed to have established entitlement to four (4) weeks' vacation leave as of April 1 of that year. Should the eight (8) years of service be completed on or after October 1 in any year. then the member shall be deemed to have established entitlement to four (4) weeks' vacation leave as of the succeeding April 1 date.
- v) Members shall, if they complete sixteen (16) years' service between April 1 and September 30 inclusive, in any year, be deemed to have established entitlement to five (5) weeks' vacation leave as of April 1 of that year. Should the sixteen (16) years' service be completed on or after October 1 in any year. then the member shall be deemed to have established entitlement to five (5) weeks' vacation leave as of the succeeding April 1 date.
- vi) Effective January 1, 2008, members shall, if they complete twenty-two (22) vears' service between April 1 and September 30 inclusive, in any year, be deemed to have established entitlement to six (6) weeks' vacation leave as of April 1 of that year. Should the twenty-two (22) years' service be completed on or after October 1 in any year, then the member shall be deemed to have established entitlement to six (6) weeks' vacation leave as of the succeeding April 1 date.
- C) After five (5) years' continuous service, members may be permitted to accumulate two (2) years' vacation leave credits, provided that such requests for accumulation of vacation are submitted through the Chief of Police to the Board of Police Commissioners before the vacation draw for the year in which no vacations will be taken. Members permitted to so defer their vacation leave shall be permitted to take the time so accumulated in one continuous period. However, only one (1) year's accumulation of vacation leave credits may be taken during the period July 1 to August 31 in any year.
- d) One (1) additional week of vacation will be granted if the total vacation leave Revised entitlement is taken within the winter period of January 1 to March 31 or October 1 to December 31, providing that the member has five (5) years of service as of March 31 in the year the vacation leave is taken

Any week that commences in March and ends in April, or begins in September and ends in October, is considered for interpretation of this section to be eligible for off-season vacation entitlement.

This provision shall not apply where there has been an approved vacation leave deferral under Article 10 c).

- Employees commencing employment after June 30, 2020 will be entitled to Revised one (1) additional week of vacation if the total vacation leave entitlement is taken within the winter period of January 1 to March 31 or October 1 to December 31, providing that the member has eight (8) years of service as of March 31 in the year the vacation leave is taken.
  - e) It is agreed that the notice of the Annual Holiday Draw be posted not less than sixty (60) days prior to January 1, and further, that the actual draw for vacations shall take place not less than thirty (30) days prior to January 1.

- f) If a member is on vacation leave and is called back from vacation leave without having been given notice prior to going on leave, then any travelling expenses occasioned by such callback shall be paid.
- g) If a requirement for a member's attendance at court during his scheduled vacation leave period is known of prior to his taking of vacation leave, the following shall apply:
  - i) The leave period may be changed at the mutual agreement of the member involved and the Chief of Police.
  - ii) When a member proceeds on vacation leave, any travelling expense of recall shall be paid by the Saskatoon Police Service.
  - iii) The onus is on the Saskatoon Police Service to determine whether or not a member who has been served a court notice or subpoena to attend court during his period of annual leave, is required to attend court.
  - iv) Travel Time for Vacation Leave

When a member goes on vacation leave and is required to return to court, the Saskatoon Police Service shall make the necessary travel arrangements and advise the member the method of travel prior to his departure on vacation leave.

A member shall check with the Court Liaison Officer prior to leave on vacation leave and prior to returning from his vacation destination for court in the event there is a court cancellation (collect call).

v) In the event a member is at the end of his vacation period, and is agreeable, one-way expenses and travel time shall be paid.

Any expenses noted in f) and g) above shall be applicable to the member only.

# ARTICLE 11. RATES OF PAY

Rates of pay for all ranks covered by this Agreement shall be as set out in Schedule "A".

# ARTICLE 12. LONG SERVICE PAY

In addition to the pay otherwise provided for, all members covered by this Agreement shall receive service pay on the basis of five dollars (\$5.00) per month after the completion of five (5) years' service, and an additional five dollars (\$5.00) per month for each completed five (5) year period of service thereafter.

#### ARTICLE 13. TEMPORARY ASSIGNMENTS

#### Blitz and Special Projects

a) A "Blitz" will be considered to be a focus or emphasis lasting no more than five (5) consecutive working days. The Chief of Police can unilaterally determine its scope, focus and who is to be involved, however, the Chief of Police will not run a "series" of "blitzes" with the same focus or scope but different members.

- b) A "Special Project" is a focus or emphasis that lasts for less than three (3) consecutive months. The Chief of Police can unilaterally determine its scope and focus, provided it is staffed by a Sergeant and Constables from the platoon by seniority on a rotation basis. It is understood that the author of the project will be included regardless of seniority, provided that member has substantive involvement in the project.
- c) A Blitz or Special Project may be extended by mutual agreement between the Saskatoon Police Service and the Saskatoon Police Association.
- d i) When a member is assigned to a higher-paid position within the scope of this Agreement, he shall be paid the rate of pay for the higher paid position for the full time that he is so employed, including any intervening days off, and the member concerned is performing substantially all the duties of the higher paid position. Members shall not be assigned to a higher-paid position, unless they have qualified for promotion to that position and are on the current list eligible for promotion to that position. Should there be no one who is qualified, the Chief of Police may assign another

member.

- ii) Basis of payment shall be at the hourly rate of pay for each hour worked in the higher-paid position.
- iii) 1. The foregoing shall not be used as a restriction on the assignment of Constables to the plainclothes section for carrying out merely routine duties. However, members performing substantially all the duties of a higher-paid position shall be paid in accordance with i) and ii) above.
  - 2. The provisions of Article 13 shall not apply to members assigned to the Rotation Training Program.
- iv) It is agreed that wherever practical when effecting temporary assignments from the current promotion list, assignments will be filled in the order that members appear on the promotion list, otherwise every effort will be made to recognize seniority when effecting temporary assignments.

N.C.O.'s on annual leave or training for one week or more will be relieved by the most senior qualified member in that unit who will be paid acting N.C.O. pay.

- v) Constables assigned to Police duties other than uniform shall be paid the rate of pay for the higher rank in which they may be acting. Such to NOT apply to the disciplines of the Rotation Training Program.
- vi) Where a senior member of the Association relieves in a commissioned rank, he shall be paid for such relief work at the entry rate of the commissioned rank for periods of such relief of consecutive periods of one (1) day or more. The member shall not receive extra pay for relief periods of less than one (1) day.
- vii) Day shall be defined according to the section assigned to 5-5-4, ten (10), twelve (12) hours as the case may be.

## **ARTICLE 14. ROTATION TRAINING PROGRAMS**

- a) The Rotation Training Program is a training program whereby 1st Class Constables are assigned to a non-supervisory CRIMINAL INVESTIGATION DIVISION Sergeant position and:
  - i) the member assigned is paid at the Constable rate of pay;
  - ii) the assignment to any one C.I.D. section shall not generally exceed three (3) months in duration;
  - iii) the total training assignment shall not exceed one (1) year in duration for each individual constable;
  - iv) the total number of Constables on the program at any one (1) time shall not exceed nine (9) Constables or fifteen percent (15%) of the total number of non-supervisory C.I.D. Sergeant positions, whichever number is the higher.
- b) Assignments under this Article shall be considered as preferred positions in accordance with Article 15.

# ARTICLE 15. PREFERRED POSITIONS

- a) Constable assignments, other than Foot Patrol, shall be considered to be preferred positions and a senior Constable will not be required to walk the beat, (except in the case of supervisory recruit training) unless he so requests.
- b) By October 31<sup>st</sup> each year, all potential vacant preferred positions will be posted for interested members to apply. Members having been assigned a preferred position other than patrol, may not be assigned a second time to that same preferred position. Seniority will be considered when making these appointments.
- c) Constable assignments shall be made of applicants who possess the required qualifications, training, experience and ability. Where these factors are judged to be relatively equal, seniority shall be the determining factor.
- d) The number of Detective Constable positions within any investigation unit shall not exceed the actual number of filled Sergeant positions doing investigation work within such unit. For the purpose of this provision, such an "Investigative Sergeant" position shall be deemed to be filled, notwithstanding that the member filling that position may be away on annual leave, sick leave, training or any other similar leave.
- e) Provisions of d) above do not apply to any of the following:
  - C.I.U. Crime Analyst position,
  - Rotation Training program,
  - Drug Unit,
  - Special Investigation Unit.
- f) i) Up to two (2) Detective Constable positions shall be permitted within the Identification Section.

- ii) The two detective Constables working in the Identification Section shall not perform any Identification duties outside the Police Station unless accompanied by a qualified Identification member who holds a minimum rank of Sergeant.
- iii) Where either of the Detective Constables referred to above have successfully completed a recognized course of instruction in fingerprint collection techniques and scenes of crime techniques, then that member may be permitted to attend to routine crime/identification scenes when required without being accompanied by a qualified Identification member who holds a minimum rank of Sergeant. All major crime scenes and crime/investigation scenes other than those of a routine nature shall require the attendance and supervision of a fully qualified Identification Section member who holds a minimum rank of Sergeant.

# **ARTICLE 16. SUPERANNUATION AND RETIREMENT**

The Board agrees to support the existing Superannuation Plan and acknowledges the right of the Association to bargain collectively with respect to the pension plan and related matters, and that no changes whatsoever with respect to same may be implemented unilaterally by the Board.

## ARTICLE 17. PROMOTION POLICY AND PROCEDURE

See Appendix A.

## ARTICLE 18. LAYOFFS

a) For the purpose of this section, "layoff" shall mean the temporary or permanent severance of a member as a result of the necessity by the Saskatoon Police Service to reduce the work force.

Where the Saskatoon Police Service determines that it is necessary to reduce the work Saskatoon Police Service in such a manner that one (1) or more layoffs will occur, any members so affected will be laid off in reverse order of their seniority.

- b) When at any time the Saskatoon Police Service is engaging additional members, the permanent members last laid off shall be re-engaged unless, while on layoff, they become unqualified by virtue of their conduct or a change in their health. Such members shall suffer no loss of seniority during the period of layoff.
- c) The above layoff clause shall apply separately to regular members and Special Constables. No bumping will be allowed between the two (2) groups.
- d) Where a member has been promoted to the entry level of commissioned ranks and subsequently fails to pass probation, such former member shall be allowed to return to the rank he held prior to being promoted, providing that the former member is not eligible for pension and that no Association member suffers a reduction in rank as a result.

## RTICLE 19. RESOLUTIONS OF THE BOARD

The Secretary to the Board shall notify the Secretary of the Association of all resolutions and decisions of the Board which affect members of the Association and concern personnel matters as soon as practicable.

# ARTICLE 20. LEAVE OF ABSENCE

- a) In case a member of the Association is appointed a delegate to attend a convention or business meeting in connection with the Association's affairs, he shall, on reasonable notice, be granted leave of absence, without pay, to attend such meetings.
- b) A member shall not lose any existing seniority on account of any leave of absence without pay granted by the Chief of Police under the terms of Saskatoon Police Service regulations. The decision as to whether a member may be granted leave of absence shall lie in the absolute discretion of the Chief of Police.
- c) No leave of absence will be granted for the purpose of trying out other employment.
- d) Any member who is elected as President of the Saskatoon Police Association shall be granted, upon request, a leave of absence for a period of up to one year from his police duties, to take a full-time position with the Association. The Board of Police Commissioners may grant extensions, exercising its discretion reasonably.
- Revised The President shall be paid his regular earnings and benefits and continue to accrue seniority as if still performing his regular duties; **fifty (50) percent of** the cost of these regular earnings and benefits shall be reimbursed to the Saskatoon Police Service by the Association. No claim shall be entertained for any promotion affected during his absence on leave.
  - e) A maximum of four Members of the Executive Board of the Saskatoon Police Association who are on duty at the time, or who are about to come on duty during the course of the meeting shall be excused from duty, with pay, to attend the monthly meetings of the Executive Board and quarterly meetings of the Association membership.

It is understood that the members must be accessible to contact for duty and return to duty, if necessary, during the course of the meeting and that:

- i) Executive meetings are generally held the first Wednesday of each month and leave to attend will not exceed a maximum of four (4) hours per meeting.
- ii) Association Membership meetings are held four (4) times per year and leave to attend will not exceed a maximum of two (2) hours per meeting.

It is understood that the Executive Board Members shall request such leave with reasonable notice, in writing, through the Superintendent in charge of their respective Division.

f) The Association will be permitted three hundred (300) hours per year for Association Executives to attend conferences, meetings, or training provided the members have given reasonable notice to the Chief of Police.

#### **ARTICLE 21. SICK LEAVE**

- a) Members shall, during their first ten (10) years of employment, accumulate sick leave at the rate of ten (10) hours per month.
- b) Members having over ten (10) years of employment shall accumulate sick leave at the rate of twelve (12) hours per month.
- c) The total unused accumulation of sick leave shall not, however, exceed fifteen hundred and fifty-two (1552) hours.
- d) All absence from work on account of personal illness shall be charged against any sick pay credits. Days of absence charged shall be work days only.
- e) If a member on duty goes off duty due to sickness, each hour of sickness shall be charged against the member's sick time credits.
- f) Family Leave

Employees will be able to utilize up to four (4) days per year from their unexpended sick leave credits to attend to the illness of a family member. For the purpose of this clause, family member will be defined as spouse, child, father, mother, brother, sister, grandparent, grandchild or equivalent "in-law" or "step" relationship of the member.

Revised Employees will be able to utilize one (1) of the four (4) family leave days in (a) per calendar year to attend to an emergency or an unexpected urgent situation demanding prompt action where no other family member is available. These are sudden and unexpected and the employee is the person responsible for taking prompt action. In each of these cases, the situation ceases to be an emergency as soon as alternate arrangements are in place. The employee is responsible to take action as soon as they are aware of the emergency, so they can return to work.

> g) It is agreed between the parties of this Agreement, that a jointly administered sick leave "Bank" shall be maintained. Each Member will contribute eight (8) hours sick day credit annually to the Sick Bank - such eight (8) hour day to be matched by the city for each member. The object of such "Bank" being to provide benefits for long-term sickness, where a member has run out of sick leave. The terms of reference and criteria for administration of the Sick Bank will be determined by the joint committee.

It is further agreed that the member's one (1) day contribution to the "Bank" shall constitute a first charge against the member's annual sick leave entitlement.

When a member enters the sick bank, that member will be assigned to an eight (8) hour day from 0800 to 1600 hours, with assigned working days being Monday through Friday for the duration of the time the member is in the Sick Bank.

h) When a member is hospitalized or suffers an illness or accident of an extremely serious nature, confirmed by a medical certificate, the vacation may be deferred at the discretion of the Chief of Police. If a deferral is granted every effort shall be made to allow comparable time off.

# **ARTICLE 22. PAYMENT DURING SICKNESS**

- a) On return to duty after a period of illness, members may, at the discretion of the Chief of Police, be required to produce a medical certificate.
- b) No accumulative sick leave shall be allowed if such accumulation arose prior to a break in the service of a member, unless such break be caused by leave of absence.
- c) If a member is required to remain in quarantined premises by order of the Medical Health Officer or other legal order, he is to be paid for the time lost at regular rates, provided all members of the family have taken advantage of all free vaccination and immunization services supplied by the Medical Health Department. Time spent in quarantine shall not be charged against accumulated sick leave.
- d) In the case of a member being laid off due to lack of work, the accumulation of sick leave standing to his credit as of the day of being laid off shall remain to his credit, although such member shall not be entitled to any sick leave during the period of layoff.
- e) The Board's obligation for sick pay and the accumulation of sickness allowance shall cease on the discharge or voluntary retirement of a member.
- f) No sick leave shall be considered time off in lieu of overtime.
- g) Effective October 1, 1998, the following shall replace Article 22. d) and Article 22.
   e). In the event that the Federal Employment Insurance Plan (E.I.) does not grant the Saskatoon Police Service a premium reduction under the <u>E.I. Premium</u> <u>Reduction Program</u>, then <u>Article 22.d</u>) and 22.e) Payment During Sickness shall apply forthwith and the following modification shall cease to apply.

Where a member is disabled prior to notice of a layoff or termination, benefits are payable until the earliest of:

- the period of disability, or
- the exhaustion of accumulated sick leave credits, or
- the end of 75 work days, or
- the member's retirement, or
- the date of separation for any reason other than illness or injury where notice of separation was given before the onset of the illness or injury.

Where the member continues to be disabled after layoff or termination takes effect, the Saskatoon Police Service and the Saskatoon Police Association shall pay jointly such sick leave claims in the ratio of 7/12 by the Saskatoon Police Service and 5/12 by the Saskatoon Police Association until a sum equivalent to the total reduction in El premiums with respect to the Saskatoon Police Association under the <u>E.I. Premium Reduction Program</u> of record for the preceding calendar year has been expended. Thereafter the Saskatoon Police Service and the Saskatoon Police Association shall pay jointly such sick leave claim in an equal ratio.

#### **ARTICLE 23. WORKERS' COMPENSATION**

- a) Members on Workers' Compensation for a period not exceeding fifteen (15) months shall be paid an amount not exceeding the member's regular basic wage less statutory deductions, and no charge to sick leave credits to be allowed.
- b) All Workers' Compensation wage payments shall be made by the Workers' Compensation Board directly to the City.

## **ARTICLE 24. GRIEVANCES**

- a) The word "Grievance" used throughout this article shall mean a complaint involving any matter relating to terms or conditions of employment and shall include, without restricting the generality of the foregoing, any difference between the parties relating to the meaning, interpretation, application, or alleged violation of this agreement, or any part thereof.
- b) When a member is interviewed, charged or paraded before the Chief of Police, his designate or any person in authority, he may be accompanied by up to two (2) members of his own selection and legal counsel to witness the proceedings and to represent him.
- c) When a member has a grievance an investigation may be held at his request. The procedure to be as follows:
  - i) The member shall, within fourteen (14) days following a grievance, first state his case in writing addressed to the Association and shall, thereafter, be heard by a committee of the Association within thirty (30) days of receipt of such written case from the member.

The Association may not later than thirty (30) days after the hearing refer the grievance in writing to the Chief of Police.

- ii) The Chief shall hear the grievance within fourteen (14) days after it has been filed and shall give his decision within fourteen (14) days after the hearing.
- iii) The Association shall have the right to appeal to the Board the decision of the Chief of Police, in so doing, shall file with the Board a written statement of the claim. Such appeal shall be filed with the Board within fifteen (15) days following the receipt of the decision referred to.
- iv) The Board shall hear the appeal within thirty (30) days after it has been filed with them and shall give their decision within seven (7) days after the conclusion of the hearing.
- v) Any grievance which is not settled by the procedures hereinbefore set forth may be referred by either party to a Board of Arbitration.

The Association agrees to advise the Board within ninety (90) days of receipt of the decision of the last step of its intent to proceed to arbitration. If the grievance is not so referred, it shall be considered withdrawn.

vi) Each party shall nominate one (1) person to such Board within two (2) weeks following notice by either party to the other that a grievance is being referred

to a Board of Arbitration. Both nominees shall, within four (4) weeks of the date of the original notice of intent to submit the grievance to arbitration, meet and jointly agree to a Chairperson.

- vii) The Arbitration Board so constituted shall convene as soon as possible, hear both parties, and render a written decision regarding the matter, or matters, in dispute. The Award of the Board shall be final and binding on both parties.
- viii) Each party shall pay its own costs and expenses in connection with the Board and shall share equally the costs and expenses of the Chairperson.
- ix) The provisions of *The Urban Municipalities Act* respecting Arbitration as between members of the Saskatoon Police Association and the Board of Police Commissioners shall not apply.
- x) All number of days mentioned in subsections i), ii), iii) and iv) shall not include Saturdays, Sundays nor holidays.

#### ARTICLE 25. BOOT, MITT, GLOVES, SOCKS AND CLEANING EXPENSES

- a) All members shall receive a boot, mitt, glove and cleaning expense of three hundred and forty dollars (\$340.00) per year, such expense to be paid on a prorated basis for each pay period.
- b) The Employer shall provide uniformed members an initial issue of: shoes and boots; and such items shall be replaced on an as-needed basis.
- c) The Employer shall provide uniformed members with six (6) pairs of socks, one (1) pair of mitts, one (1) pair of gloves, and one (1) pair of toe rubbers, annually.

#### ARTICLE 26. CLOTHING EXPENSE

- a) Members of the plainclothes section shall, in addition to Article 25, be paid a clothing expense of one thousand and fifty dollars (\$1,050) per year; such expense to be paid on a pro-rated basis for each pay period.
- b) Members detailed for plainclothes duty shall be paid a clothing allowance of one-fifty-second (1/52) of the sum mentioned above for each one (1) week period (or portion thereof) of service in plainclothes.

#### **ARTICLE 27. MAINTENANCE OF MEMBERSHIP**

Every member, who is now or hereafter becomes a member of the Association, shall maintain membership in the Association as a condition of his employment. Every new member whose employment commences hereafter shall, upon completion of thirty (30) days of employment, maintain membership in the Association as a condition of his employment.

## ARTICLE 28. CHECK-OFF

Upon request in writing of a member, and upon request of the Saskatoon Police Association, the City's Finance Manager shall deduct the Association dues of each member from the wages due to him. Such dues shall be remitted monthly to the Treasurer of the Association.

# ARTICLE 29. SEVERANCE PAY

Severance pay will be payable on the basis of two percent (2%) per year of employment of accumulated sick leave credit as of the date the member leaves the service of the Saskatoon Police Service to a maximum of sixty percent (60%) of such credit. Payment is to be based on the average monthly rate of pay during the last ten (10) years of service - and to be paid in cash, or in such manner as the member may elect.

Benefit to be paid on retirement, resignation or involuntary release on account of technological change - but not on dismissal for cause - provided the member has completed ten (10) years of service.

Should the member die while in the employ of the Saskatoon Police Service and has completed ten (10) years' service, a gratuity shall be paid to his estate - such gratuity to be calculated in the same manner as for retirement or resignation.

## ARTICLE 30. LEAVE OF ABSENCE WITH PAY

a) Marriage Leave

A member, on application through the usual channels, will be granted leave of absence with pay, not exceeding two (2) days regardless of the number of hours the member is assigned to work during each day, for the purpose of getting married.

b) Compassionate Leave

In the case of death in a member's family, the member, on application through the usual channels, will be granted leave of absence with pay, not exceeding three (3) days or, where a member is required to travel out of province, not exceeding four (4) days, regardless of the number of hours the member is assigned to work during each day, provided the decedent was the applicants spouse, child, parent, sibling, grandchild, grandparent or equivalent in-law or step relationship.

## ARTICLE 31. SEVERANCE OF EMPLOYMENT

- a) Except on occasions of dismissal for cause, when a member's services are terminated by the Board or the member wishes to resign from the Saskatoon Police Service, then fifteen (15) days' notice in writing shall be given by the respective parties.
- b) Notwithstanding the foregoing, either such notice may be waived or modified by mutual agreement between the Chief of Police and the member concerned.

#### **ARTICLE 32. MERITORIOUS SERVICE**

Accelerated pay increases for meritorious service - within the pay range for constables - may be granted at the Board's discretion; but if so granted, shall not affect seniority as a constable.

#### **ARTICLE 33. INDEMNIFICATION**

New

- (a) The Board will pay all reasonable expenses and costs with respect to any criminal or civil action taken against or in respect to a member of the Association arising out of such member's action while engaged in their duties as an employee of the Service, provided such actions do not constitute a willful or wanton disregard or a willful or wanton dereliction of their duty as an employee of the Service. In a criminal action, such expenses and costs shall be those arising from and after such time the member is requested to provide a statement, either warned or otherwise, including a subject or suspect officer in accordance with the Serious Injury or Death (S.I.D) Policy set out in Part 1 Chapter B of the Saskatoon Police Service Policy Manual. The employee shall assign to the Board all costs awarded in their favour in any such action.
  - (b) The Board will indemnify any employee of the Association from any action, claim, cause or demand whatsoever that may be made or arise out of the member carrying out their duties as an employee of the Service, except where such action constitutes a willful or wanton disregard or a willful or wanton dereliction of their duty as an employee of the Service.
  - (c) Any member proceeded against under Section 60 of the Police Act, 1990, or charged with an offence under the municipal Police Discipline Regulations, 1991, shall at the time of the change, be notified of the penalty sought.
    - i. In the event a member is proceeded against under section 60 of the Police Act, 1990, or is charged with an offence under the Municipal Police Discipline Regulations, 1991, and prior to the rendering of a verdict, the proceeding or charge is withdrawn, or if a member is offered an order of remedial discipline that is fully withdrawn, the member shall receive the reasonable legal costs of the proceedings incurred by the member up to the time of the withdrawal of the order of remedial discipline, charge or proceedings.
    - ii. If in advance of a scheduled hearing or appeal the member and the Chief agree to a joint submission with a lesser penalty indemnification will be as follows:

a) If the penalty agreed upon includes a reduction from a major offence to a minor offence the member shall receive the reasonable legal costs of the proceedings up to the time of the joint submission.

b) If the penalty agreed upon is for a lesser penalty, indemnification will be limited to 50% of the legal costs of the proceedings up to the time of the joint submission.

 iii. If a member is found not guilty of an offence or is found guilty and successfully appeals the conviction under the Municipal Police Discipline Regulations, 1991, to the Saskatchewan Police Commission, the board shall reimburse the member for all reasonable legal costs of the discipline proceedings incurred by the member after the discipline charge is laid or a remedial order is offered and which related directly and solely to the charge successfully appealed

(d) The board will pay the cost of counsel to any employee in the following cases:

(i) Proceedings under Section 88 of The Police Act, 1990;

- (ii) Successful challenges to the jurisdiction of any tribunal involved in (i), (ii), (iii) or (iv);
- (iii) Where an employee's actions result in a coroner's inquest.

(vi) The Board will pay up to \$1,500.00 to reimburse a member of the Association for reasonable costs and expenses incurred with respect to any non-Criminal Code statutory charge arising out of such member's actions while engaged in their duties as an employee of the Service, provided that:

- (a) Such actions do not constitute a wilful or wanton disregard or a wilful or wanton dereliction of their duty as an employee of the service, and
- (b) The employee is acquitted or found to be not guilty of the charge.
- (e) The Board reserves the right to tax all accounts.
- (f) The benefits contained in this article shall be extended to a former employee to cover any action arising out of his/her employment with the Board.

## **ARTICLE 34. OPERATOR'S LICENSE SURCHARGE**

In the event of a member being assessed a surcharge under the provisions of *The Automobile Insurance Act*, by reason of the fact that he was involved in an accident while operating a Police vehicle during the course of his duties, then the Board will assume responsibility for payment of the operator's license surcharge imposed on the member.

The above provision shall not be affected by any other accident by the member unless he can demonstrate that he was acting in the capacity of a Police Officer at the time, while operating other than a Police vehicle.

# **ARTICLE 35. COFFEE BREAKS**

It is mutually agreed between the parties that a reasonable time shall be allowed for coffee breaks.

## **ARTICLE 36. RESIDENCE**

Members may reside outside the limits of the Corporation of the City of Saskatoon, provided that:

- a) Onus remains on the member to report for duty as scheduled.
- b) Members living outside the city limits shall have a telephone in their own residence.

# ARTICLE 37. MEMBERS ON COURSES

- a) Members absent from the City on courses will be paid an unaccountable sum of ten dollars (\$10.00) per day for miscellaneous expenses. This to be in addition to present payment policies.
- b) Notwithstanding the foregoing, recruits will only receive ten dollars (\$10.00) per week. Where the Saskatchewan Police Commission provides for miscellaneous expenses the expense shall be adjusted by an equivalent amount.
- c) Effective December 10, 2014 when a member is required to attend approved courses as a candidate out of the province which are scheduled for a period in excess of four (4) weeks, the member will be allowed the following travel during the duration of the course.
  - i. <u>Greater than 4 weeks and less than 8 weeks 1 economy plane trip to</u> <u>Saskatoon and return</u>
  - ii. 8 weeks or more 2 economy plane trips to Saskatoon and return

# **ARTICLE 38. SHIFT DIFFERENTIAL**

a) Effective June 6, 2007 Shift premium of seventy-five cents (75¢) per hour shall be paid where an entire shift of 5-5-4, ten (10), or twelve (12) hours is worked between the hours of 1400 and 0800 the following morning.

Effective April 1, 2008 Shift premium of eighty-five cents (85¢) per hour shall be paid where an entire shift of 5-5-4, ten (10), or twelve (12) hours is worked between the hours of 1400 and 0800 the following morning.

Effective April 1, 2009 Shift premium of ninety-five cents  $(95\phi)$  per hour shall be paid where an entire shift of 5-5-4, ten (10), or twelve (12) hours is worked between the hours of 1400 and 0800 the following morning.

- b) Notwithstanding the provisions of subsection a), shift differential shall not be payable when bonus pay is payable in respect of work in excess of normal hours of work or work on an off day.
- c) When a shift member is working his regular shift on a public holiday, he shall be paid shift differential in addition to the premium pay for working on the holiday.
- d) Shift differentials shall not form part of the basic wage rate and shall not be payable in respect to vacation leave, sick pay, Workers' Compensation, or pay in lieu of public holidays falling on off days.

# ARTICLE 39. GROUP INSURANCE

Participation in the Group Life Plan, in accordance with its provisions, shall be a condition of employment for all persons appointed to permanent, full-time positions with the Saskatoon Police Service, the cost of premiums to be shared equally between the said members and the Board of Police Commissioners, including experience rating refund, if any.

It is further agreed:

- a) That one (1) inclusive policy be in effect.
- b) That a suitable carrier be mutually agreeable to the Board of Police Commissioners and the Association.
- c) That administration of the Group Life Plan be by mutual agreement between the parties.
- d) The amount of Insurance coverage for all members, to be three times (3X) the 1st Class Constable rate of pay.

Every January 1 following, the amount of Insurance is to be adjusted to three times (3X) the 1st Class Constable rate of pay for the previous year.

e) Dependent coverage will be \$10,000.00 for spouse and \$5,000.00 for each child. The effective date of implementation shall be the date of ratification of this Agreement, or the date on which the insurance carrier amends the insurance policy, whichever date is later.

#### ARTICLE 40. DEATH AND DISABILITY BENEFITS

- A. In this part:
  - "Salary" shall mean the basic rates of pay as from time to time set forth in the monthly schedule of pay contained in Schedule "A" of this Agreement, but shall not include long service pay.
  - ii) "Dependent Child" of a member means the child of a member who is:
    - a) an unmarried person under the age of 18 years; or,
    - b) an unmarried person over the age of 18 years but less than 25 years of age and is in full-time attendance at a school, university or other educational institute; or,
    - c) a person over the age of 18 years who prior to the death of the member was by reason of mental or physical disability unable to earn a livelihood; and includes,
    - d) any child to whom the member stood in loco parentis at the time of his death or total disability.
- B. If a member is killed or totally disabled as a direct result of the performance of his duties, the following shall apply:
  - i) Death Benefits
    - a) 1. In the event of the death of a member, leaving a spouse, or a spouse and a dependent child or children, the Board shall pay to the spouse and any dependent children, an amount equal to the amount of the gross monthly salary such member would have received if living and continuing in the employ of the Board in the same or equivalent classification in which such member was employed at the time of death.

- 2. In the event of the death of a member leaving no spouse but a dependent child or children, or in the event of the subsequent death of the spouse, the Board shall pay, for each dependent child, an amount equal to twenty percent (20%) of the applicable monthly salary outlined above, provided, however, that the total benefit payable under this section shall not exceed eighty percent (80%) of the said applicable monthly salary.
- 3. The Board's liability under B i) a) 1. above shall continue until the remarriage of the spouse.
- 4. The Board's liability under B i) a) 2. above, shall continue until said child or children cease to be considered dependents within the definition set forth in paragraph A ii) above.
- 5. In no event shall payments be continued beyond the earliest date at which such deceased member would have been eligible for normal retirement superannuation benefits from the Saskatoon Police Service had the member's death not occurred.
- b) In calculating the amount to be paid by the Board in any month, the following items shall be deducted from the salary from time to time in effect:
  - 1. Any taxes and statutory reductions required by law.
  - 2. The amount of any pension, annuity or insurance settlement not personally contracted for by such deceased member, his spouse or dependent children otherwise than by virtue of the employment of such member. Deductions specifically included in this clause shall be any benefits paid by the Workers' Compensation Board, the Board of Police Commissioners, the Canada Pension Plan, the Criminal Injuries Compensation Board, or a claim or suit in tort made against any person in respect of the death of such member. In the event the foregoing benefits take the form of a lump-sum settlement rather than a monthly allowance, such amounts shall be spread over a ten (10) year period to determine the monthly amount deductible. It shall be the responsibility of the member's estate to apply for every benefit available before taking advantage of the provisions of this clause.
  - 3. Death-in-service group insurance coverage, outlined in B i) b) 2. above, between the member and the board will be offset by an amount equal to one-half (½) of the total benefit payable upon death.
- c) If a member has no spouse but has a dependent child or children, he may name (in writing delivered to the Board) the person to whom benefits shall be paid on their behalf in the event of his death.
- d) If a member leaves a spouse and a dependent child or children, and said child or children are subsequently removed from the care and custody of the spouse, the Board shall pay:
  - i) to the Official Guardian for the Province of Saskatchewan, for said child or children, an amount calculated in accordance with paragraph B i) a)
     2. above; and,

ii) to the spouse, the remainder of the amount owing under B i) a) 1. above less the amount paid to the Official Guardian.

The above shall be paid in lieu of the Board's liability under paragraph B i) a) 1. above.

#### ii) Disablement Benefits

- a) 1. In the event a member becomes disabled and is unable to perform assigned duties as a member of the Saskatoon Police Service, the Board shall guarantee to the member an amount equal to the amount of monthly salary such member would have received in the same or equivalent classification in which employed at the time the disability occurred.
  - 2. Disability benefits payable herein shall be subject to the provisions of Article 23 of this Agreement, only in as far as rate of pay is concerned.
  - 3. In calculating the amount to be paid by the Board in any month, the provisions of subsection B i) b) respecting deductions shall apply with the necessary changes.
  - 4. In no event shall payments be continued beyond the earliest date at which such disabled member would have been eligible for normal retirement from the Saskatoon Police Service had disablement not occurred.
- b) <u>Reduction by Board of Amount Payable</u>
  - 1. In the event that a member recovers from a disability to the extent of being capable of gainful employment, becomes so employed, and receives remuneration therefrom which is less than the entitlement under this Agreement, such amount shall be paid, assigned or delivered to the Board by the member, or such other equivalent arrangements as shall be determined by the Board.
  - 2. In the event that a member recovers from the disability and becomes gainfully employed and receives remuneration therefrom which is in excess of what the member would have been entitled to have been paid under this Agreement, the responsibility of the Board for further payments shall cease.
  - 3. In the event that the Board is satisfied that the member is unreasonably refusing to accept gainful employment which the member is capable of performing, the Board may reduce or discontinue any payments. Providing that this section shall be subject to c) below.
- c) In the event of dispute arising from medical grounds as to the validity of a claim for disability benefits, then, upon the application of either the Board or the member concerned, the matter shall be referred to an

independent medical practitioner whose findings shall be final and binding upon both the Board and the member.

The practitioner so referred to shall be appointed by the Dean of Medicine, University of Saskatchewan (or his designate) and shall be a specialist in the field of medicine relating to the disability suffered by the member. The expenses incurred shall be borne by the Board.

### Revised ARTICLE 41. MATERNITY LEAVE

- a) A member who has completed **thirteen (13)** weeks employment within the last 52 weeks with the Saskatoon Police Service and who provides the Chief with a medical certificate from a qualified medical practitioner certifying that she is pregnant and specifying the estimated date of birth or, who is a parent and primary caregiver of a newborn or newly adopted child, shall be entitled upon written application to maternity leave or adoption leave and parental leave without pay.
- b) i) The member is entitled to **nineteen (19)** weeks of maternity leave. The leave can start at any time during the **thirteen (13)** weeks before the estimated date of birth. The member shall give four (4) weeks of written notice prior to the commencement of the leave.
  - ii) A member who is the primary caregiver is entitled to **nineteen (19)** weeks of adoption leave. The member shall give four weeks written notice before the day the child comes into his or her care. If the member is unable to give proper notice, whatever notice is provided by Social Services, the adoption agency, or the birth parents shall be given to the Saskatoon Police Service. The member shall provide a minimum of four weeks written notice of his or her intended date of return to work.
  - iii) If the member is eligible for maternity or adoption leave, the member is entitled to fifty-nine (59) weeks of parental leave. If the member is not eligible for maternity or adoption leave, the member is entitled to seventy-one (71) weeks of parental leave. The member shall provide at least four weeks' notice of commencement of the leave. The member shall provide at least four weeks written notice of his or her intended date of return to work. In the case of adoption, if the member is unable to give proper notice, whatever notice is provided by Social Services, the adoption agency, or the birth parents shall be given to the Saskatoon Police Service.

If the member does not give four (4) weeks' notice before starting a parental leave, the Saskatoon Police Service shall provide a parental leave to commence within three (3) weeks after the date of birth or the day the adopted child came into the member's care.

Parental leave must be taken between the period of **thirteen (13)** weeks before and **eighty-six (86)** weeks after the estimated date of birth or estimated date on which an adopted child will come into the care of member.

c) The parties hereto acknowledge that individual circumstances may justify a variance of the time limits set out above.

- e) When a member with at least six (6) months service is on maternity leave in the course of her employment and is eligible for Employment Insurance benefits pursuant to the *Employment Insurance Act (Canada)*:
  - 1. The Board shall pay 95% of the member's regular salary for the first one (1) week period.
  - 2. The Board shall pay the difference between the **Employment** Insurance benefits and 95% of the member's regular rate of pay for sixteen(16) weeks **maternity leave**.
  - 3. Members on maternity leave who extend their leave to **seventy-eight (78)** weeks as a result of the pregnancy may do so by providing a medical certificate after which they will be covered by sick leave benefits under the Collective Agreement.
  - 4. Members, on maternity leave who take parental leave, will accrue benefits inclusive of seniority and sick bank benefits in the same manner as a member on sick leave for a period of up to 12 continuous months from the date the maternity leave commences after which they will accrue seniority, service for determining vacation credits and rights of recall in accordance with the Saskatchewan Employment Act.
  - 5. Members, who are not entitled to maternity leave and who take adoption and/or parental leave, will accrue seniority, service for determining vacation credits and rights of recall in accordance with the *Saskatchewan Employment Act*.
- f) A maternity uniform will be developed with members of the Association and the Saskatoon Police Service. The cost of the uniform will be paid by the Saskatoon Police Service.
- g) A member returning from maternity, adoption or parental leave shall notify the Human Resources Division in writing at least fourteen (14) days in advance of the intended date of return to duties.
- h) Only the primary caregiver of an adopted child may receive adoption leave.

# ARTICLE 42. PARKING

Effective January 1, 2015, the Board will provide adequate parking to members at or nearby the facilities where members are assigned. The Association will remit twenty-five dollars (\$25.00) per month, per member for those desiring parking. Such parking to include electrical plug-ins.

Rates for parking subject to review on an annual basis, with the first review to be one (1) year from commencement of parking arrangements.

### ARTICLE 43. K-9 ANNUAL DOG CARE EXPENSE

Members of the K-9 detail responsible for the care and feeding of a Police dog shall receive a payment of one thousand, one hundred dollars (\$1,100.00) per year: Such expense to be paid on a pro-rated basis for each pay period. In the event the member did not have the dog for a full year, the payments would be pro-rated on a daily basis.

Members of the K-9 detail will not have allowances prorated provided, however, that dogs are not regularly kennelled on days off, unless the member is away from home.

## ARTICLE 44. DENTAL PLAN

The premium costs of the Dental Plan shall be cost-shared equally.

No changes to coverage under the Plan will be made unless mutually agreed by the parties to this Agreement except for upgrading to the current Saskatchewan Dental Fee Schedule.

Effective July 1, 2007, the orthodontic coverage shall be \$2,500.

# ARTICLE 45. SPECIAL CONSTABLE ASSIGNMENTS & PREFERRED POSITIONS

- a) Special Constables may be deployed within the organizational structure of the Saskatoon Police Service at the discretion of management in areas Special Constables are presently assigned. (Communications, Detention, Criminal Intelligence Unit and Service Center)
- e) Any Special Constable position other than Detention or Communications shall be considered a preferred Special Constables' position.
- f) Criminal Intelligence Special Constable position will be considered permanent assignments. All Special Constable positions outside of Detention or Communications must be posted internally prior to filling that Special Constables position.
- g) When no qualified member applies for a Special Constable position, the Saskatoon Police Service may hire externally.
- h) Special Constables will not be permitted to apply for the same posted position a second time unless no other members apply.
- f) Special Constables assigned to the Service Centre will work the 5-5-4 shift. Their entire shift will fall between the hours of 0700 hours to 1900 hours. (One Constable shall also be assigned during these hours.)
- g) Vacancies at the Service Centre will be posted and filled by seniority. A posted position will normally be for a minimum of two (2) years and a maximum of four (4) years.

## **ARTICLE 46. JOB RATIO**

- a) The Board of Police Commissioners agree to maintain a minimum of ninety-two (92) Sergeant positions (effective January 1, 2006) and fourteen (14) Staff Sergeant positions in the Saskatoon Police Service where the authorized strength remains at or above three hundred and sixteen (316) members (excluding Special Constables). Where the authorized strength falls below three hundred and sixteen (316) members (excluding Special Constables), any reduction in filled Sergeant or Staff Sergeant positions shall be through attrition and shall not fall below a ratio of ninety-two (92) Sergeant positions to fourteen (14) Staff Sergeant positions to three hundred and sixteen (316) members (excluding Special Constables).
- b) Where the actual strength differs from the authorized strength of the Saskatoon Police Service the greater number shall be deemed to be the authorized strength of the Saskatoon Police Service.

# ARTICLE 47. PROBATIONARY MEMBERS

- a) Probationary member for the purpose of this Article shall mean a newly hired Special Constable or Constable.
- b) A police recruit to the Saskatoon Police Service shall be accepted as a Probationary Constable or Probationary Special Constable as the case may be and shall be in a probationary capacity until successful completion of twelve (12) months service following the date of employment. During the twelve month period, the required recruit training shall be successfully completed, and, during this period, past practice with respect to the determination of suitability for ongoing employment shall continue to apply.
- c) The probationary period referred to in b), above shall apply separately to a Constable or Special Constable. A Special Constable who is subsequently taken on strength as a Constable shall be subject to the probationary period outlined in b), above notwithstanding that the member successfully completed a probationary period in the Special Constable rank and vice versa.
- d) The probationary period shall be for the purpose of determining a member's suitability for continued employment. During the probationary period the employment of a member may be terminated pursuant to the current Police Act in force. A member referred to in c), above who is terminated pursuant to this provision shall not have the right to return to their previous position.
- e) Under special circumstances the Service may extend the probationary period. In the case where extension is required the Service shall give written notice of the reasons for such extension to the Association and to the member.
- f) Upon successful completion of the probationary period or extended probationary period as the case may be, all prerequisites referable to length of service shall date back to the date of employment.

## **ARTICLE 48. SUSPENDED MEMBERS**

When a member is suspended pursuant to the Police Act, that member shall be assigned to an eight (8) hour day shift from 08:00 hours to 16:00 hours with assigned working days being Monday through Friday.

The member shall be on this shift for the duration of the suspension and shall receive benefits that would be normally received if the member was working that shift.

If the members' suspension does not result in a guilty plea or guilty verdict for the charged offence which resulted in the suspension, the member will receive all benefits not already received had the member not been suspended.

# ARTICLE 49. RE-ENGAGEMENT OF FORMER SASKATOON POLICE SERVICE MEMBERS

This article applies only to a re-engaged member where no more than three (3) years elapse between termination and re-engagement.

## 1. <u>Re-engagement benefits</u>

An applicant who has been approved for re-engagement shall be entitled to the indicated benefits on the following basis:

- <u>Vacation</u> Vacation entitlement will be based on total years of accumulated periods of service, less the period of absence from the Saskatoon Police Service.
- <u>Long-Service Pay</u> Long service pay will be paid on the basis of total years of accumulated periods of service, less the period of absence from the Saskatoon Police Service.

## 2. Rank at Re-engagement

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A member shall be re-engaged at the rank of Constable or Special Constable as the case may be.

The member will receive pay recognition at the index the member last left the service. However, such pay recognition shall not exceed that of a ten (10) year Constable.

A re-engaged member will remain at the re-engagement rate of pay until they would normally surpass that rate of pay. Any increase in rate of pay will fall on the anniversary of their most recent hire.

3. <u>Probationary Period</u>

Notwithstanding any of the foregoing, a twelve (12) month probationary period shall apply.

# ARTICLE 50. MEMORANDUM(S) OF AGREEMENT

Only those letters of understanding or memorandums of agreement that have been agreed to shall be attached to this collective agreement.

Any letter of understanding or memorandums of agreement not attached to this collective agreement shall be considered null and void.

# ARTICLE 51. SABBATICAL LEAVE

- a) A member may enter into the sabbatical leave plan under the following conditions:
  - i) The member is working full-time and must have five (5) years continuous service with the Saskatoon Police Service.
  - ii) The member must complete an application form specifying the enrolment date, leave period commencement date, return date, and semi-monthly pay period deduction for each plan year and forward the application to the Chief not less than ninety (90) days prior to January 1<sup>st</sup> of any calendar year.
  - iii) The member shall not defer less than ten (10%) percent nor greater than thirty (30%) of their base annual salary for each calendar year the member is in the wage deferral portion of the Plan.
  - iv) The member's deferred wages shall not exceed one hundred (100%) percent of the member's annual salary index based on the year prior to the member taking leave.
  - v) The member's leave shall not be less than six (6) months nor greater than twelve (12) months in duration.
  - vi) The wage deferral period shall be completed by December 31<sup>st</sup> of the year prior to the leave.
  - vii) The wage deferral period and the leave period cannot exceed six (6) years.

viii) Entry into the Plan is at the absolute discretion of the Chief of Police.

- b) The member who is granted entry into the sabbatical leave plan must agree to the following:
  - i) The member will not receive interest on the deferred wages paid during the deferral period.
  - ii) The member cannot change their involvement in the Plan unless the member terminates employment with the Saskatoon Police Service.
  - iii) The member's share of benefit contributions will be deducted during the period the member is in the Plan.
  - iv) The member must advise the prosecutor's office of the period of leave. Court attendance (and all related expenses) will be the sole responsibility of the member while on leave.
  - v) The member must contact their shift supervisor on a weekly basis to determine if there are any court notices for the member during the leave period.
  - vi) The member must resume employment with the Saskatoon Police Service for a period equal to the leave period.

- vii) The member shall not accrue seniority while on leave.
- viii) The member shall not receive benefits as per Articles 4, 5, 6, 7, 8, 9, 10, 13, 14, 15, 21, 22, 25, 26, and 30 of the Working Agreement while on leave.
- ix) The member may use the leave period for any purpose with the exception of any involvement with the City of Saskatoon for remuneration.
- x) The Chief of Police may postpone or cancel the leave at any time during the wage deferral period, due to operational necessity.
- c) The Board agrees to the following:
  - i) To pay their share of all benefit contributions normally provided to the member under Article 39 and Article 44 of the Working Agreement during the leave period.
  - ii) In the event a member is unable to continue his/her leave due to unforeseen circumstances (e.g.: financial hardship, termination, injury or death), the total amount of unused deferred wages will be paid to the member or the member's beneficiary (estate) immediately.

# ARTICLE 52. PART-TIME CALLTAKERS IN COMMUNICATIONS

A part-time Call Taker is defined as those members who are hired on a part-time basis to receive complaints and inquiries from the public by phone and submit all reporting documentation when required. The members shall only be assigned to the Communications Section of the Saskatoon Police Service. This position does not include performing the dispatch duties as outlined in the Special Constable's job description.

It is not the intention of this agreement to have part-time Call Takers participate in any of the time credit banks.

It is agreed that the final selection of a full-time member (i.e. Special Constable or Constable) is at the absolute discretion of the Chief of Police.

Unless otherwise specified in Article 52, the Articles of the Collective Agreement shall apply to part-time Call Takers.

The following Articles of the Collective Agreement apply with the following modifications for part-time Call Takers:

- Article 1 Interpretation
  - Part-time shall mean less than full-time hours of 2080 hours per year.
- Article 4 Hours of Work
  - A part-time Call Taker shall work on an as required basis. This may include scheduled hours and non-scheduled hours.
  - A part-time Call Taker shall work an average of 80 hours per four week period. The averaging will be done on January 1 and July 1 each year.

- Hours will be scheduled on a rotational basis, however if a member is unavailable for work the member's name will be moved to the bottom of the rotation.
- The regular work week is from 0001 hours on a Monday morning to 2400 hours the following Sunday evening.
- The remainder of the provisions in Article 4 do not apply.
- Article 6 Call Out
  - Part-time Call Takers receive their regular rate of pay for call out hours.
  - Part-time Call Takers will have a minimum call out of four hours.
  - Article 6 a, b,c, and d do not apply.
- Article 8 Public Holidays
  - If a part-time Call Taker is not required to work on a Public Holiday, then that member shall receive remuneration as per the formula of A = W/20.
     "A" represents the average, "W" is the total of the wages earned by the member during the four weeks immediately preceding the public holiday, exclusive of overtime.
  - If a part-time Call Taker is required to work on a public holiday, then that member shall in addition to the calculation using the formula above, be entitled to pay for the time actually worked during the period of the holiday at the rate of double (2X) time.
  - Part-time Call Takers are not eligible to elect time credit in lieu of pay.
  - When a public holiday falls during a member's vacation leave, the member shall be entitled to pay according to the above formula.
  - Members who are sick on a public holiday shall be debited sick leave credits for their time off sick on that day.
  - Article 8 a) v, does not apply.

Article 10 Vacation Leave

- A part-time Call Taker shall be paid vacation pay each pay period.
- After one year of service, members shall be entitled to three weeks' vacation pay per year and three weeks' unpaid vacation leave per year.
- After eight years' service, members shall be entitled to four weeks' vacation pay per year and four weeks' unpaid vacation leave per year.
- After sixteen years' service, members shall be entitled to five weeks' vacation pay per year and five weeks' unpaid vacation leave per year.
- After twenty-four years' service, members shall be entitled to six weeks' vacation pay per year and six weeks' unpaid vacation leave per year.

- One additional week of unpaid vacation will be granted if the total vacation leave entitlement is taken within the winter period of October 1 to March 31, providing that the member has five years of service as of March 31 in the year the vacation leave is taken. The member, after five years of service, will be eligible for the additional week of unpaid vacation in the following October 1 to March 31 period.
- The remainder of the provisions outlined in Article 10 apply.
- Article 18 Layoffs
  - If the need to layoff Special Constables in Communications occurs, the part-time Call Takers will be the first group of members to be laid off in reverse order of hire with the Saskatoon Police Service.
- Article 21 Sick Leave
  - Members shall, during their first ten (10) years of employment, accumulate sick leave at the rate of ten (10) hours per 160 hours of accumulated hours worked.
  - Members having over ten (10) years of employment shall accumulate sick leave at the rate of twelve (12) hours per 160 hours of accumulated hours worked.
  - Sick Bank Benefits apply only if the member becomes full-time with the Saskatoon Police Service.
  - The remainder of the provisions outlined in the Article 22 apply to part-time Call Takers for all scheduled hours of work.
- Article 22 Payment During Sickness
  - If a member on duty goes off duty due to sickness during a previously scheduled shift, each hour of sickness on the scheduled shift shall be charged against the member's sick time credits to the extent of the member's sick leave accrual.
- Article 25 Boots, Socks and Cleaning Expenses
  - The Employer shall only provide part-time Call Takers with six (6) pairs of socks annually.
- Article 30 Leave of Absence with Pay Marriage Leave and Compassionate Leave
  - Provisions of this Article apply for a part-time member who requests a leave of absence with pay from previously scheduled hours.
- Article 39 Group Insurance
  - Provisions of this Article apply for part-time Call Takers.
- Article 40 Death and Disability Benefits
  - Death and disability benefits will be proportionate to that of a full-time member based on the average monthly salary earned by the member during the previous year of service.

- Article 41 Maternity Leave
  - With respect to top-up in wages, Part e) numbers 1 through 4 inclusive, apply on a pro-rated basis using the average monthly salary earned by the member during the previous year of service.
- Article 45 Special Constable Assignments and Preferred Positions
  - Preferred Special Constable positions will only be open to full-time Special Constables.

Article 47 Probationary Members

Part-time Call Takers shall be in a probationary capacity until successful completion of 2080 accumulated work hours following the date of employment.

Article 48 Suspended Members

- When a member is suspended pursuant to the Police Act, that member's shift shall be based on 80 hours in a four week period. The remainder of the Article does not apply.

Schedule "A" Rates of Pay

- A part-time Call Taker shall be paid at the Special Constable 1<sup>st</sup> six (6) month rate of pay as it appears in Schedule "A" of the Collective Agreement for the first 1040 hours worked.
- A part-time Call Taker shall be paid at the Special Constable 2<sup>nd</sup> six (6) month rate of pay as it appears in Schedule "A" of the Collective Agreement for the following 1040 hours worked.
- A part-time Call taker shall be paid at the Special Constable 2<sup>nd</sup> year rate of pay as it appears in Schedule "A" of the Collective Agreement for the following 2080 hours worked.
- A part-time Call taker shall be paid at the Special Constable 3<sup>rd</sup> year rate of pay as it appears in Schedule "A" of the Collective Agreement for the following 2080 hours worked.
- A part-time Call taker shall be paid at the Special Constable 4<sup>th</sup> year rate of pay as it appears in Schedule "A" of the Collective Agreement for the following 2080 hours worked.
- A part-time Call taker shall be paid at the Special Constable 5<sup>th</sup> year rate of pay as it appears in Schedule "A" of the Collective Agreement for the following 2080 hours worked.
- Part-time Call Taker shall not receive remuneration in excess of a Special Constable 5<sup>th</sup> year rate of pay.

The total number of part-time Call Takers shall not exceed one part-time Call Taker to four full-time authorized Special Constable positions in the Communications Section.

# Revised **ARTICLE 53. STAND-BY PAY**

Sergeants in the Forensic Identification Unit will be paid \$100 per month for being on stand by and must be available to come into work when required. Members in the Major Crime Section and Serious Assault Unit will be entitled to remuneration equal to eight (8) hours pay at straight time per month for being on stand by and must be available to come into work when required. If the member is away from the workplace in excess of thirty (30) consecutive calendar days, the member is not eligible for stand by allowance.

#### **ARTICLE 54. EMPLOYEE MEDICAL COMPENSATION**

The Board agrees to pay 1% of the sum of the previous year's payroll cost for the Saskatoon Police Association membership into an Association administered medical fund. The amount to be paid into the medical fund on January 1<sup>st</sup> of each year, commencing on January 1, 2006. Commencing 2011, this amount will be paid on January 15<sup>th</sup>.

# **ARTICLE 55. WEEKEND SUPPORT SHIFT**

a) Changes to Shifting

The employer will not change this shift or any other shifts as they stand as of the date of the signing of this agreement. Changes include but will not be restricted to changes in shift start times and or days of work.

b) The Weekend Support Shift - Part 1 will consist of up to 24 members being assigned to the following 12 hour shift, with no variations.

As of June 3, 2007 two Weekend Support Shift Sergeants will be assigned to supervise the constables assigned to this shift.

One Sergeant will be assigned to work the Team 1 shift schedule and will supervise the Team 1 Constables. The second Sergeant will be assigned to work the Team 2 shift schedule and to supervise the Team 2 Constables.

	<u>Sunday</u>	Monday	<u>Tuesday</u>	Wednesday	<u>Thursday</u>	<u>Friday</u>	<u>Saturday</u>
Team 1				D	D	D	
Team 2				N	N	N	N
Team 1			D	D	D	D	
Team 2	-				N	N	N
Team 1				N	N	N	N
Team 2				D	D	D	
hdh 17. )							
Team 1					N	Ν	N
Team 2			D	D	D	D	

Weekend Support Shift - Part 1 Annual Assignment

- Members assigned to work the Weekend Support Shift – Part 1 shall work a 12 hour shift.

Dayshift start times will be 0600 hrs and 0700 hrs.

Effective the week which includes June 30, 2007, night shift start time will be 1500 hours and 1600 hours.

From this date forward, Team 1 and Team 2 will be split equally into two (2) units: Team 1 A and B and Team 2 A and B.

Team A members will begin night shifts at 1500 hours from the week that includes January 1 until the week that includes June 30<sup>th</sup>, at which time they will begin night shifts at 1600 hours until the week that includes December 31.

Team B members will begin night shifts at 1600 hours from the week that includes January 1 until the week that includes June 30<sup>th</sup>, at which time they will begin night shifts at 1500 hours until the week that includes December 31.

- Constables will be assigned to the weekend support shift for one calendar year at a time.
- Assignment to the Weekend Support Shift is on a voluntary basis based on seniority. If there are insufficient volunteers to work the Weekend Support Shift – Part 1, then the Service shall assign members starting with the most junior member not assigned to a Field Training Officer to work the Weekend Support Shift – Part 1.
- There will be an annual draw based on seniority to determine which constables assigned to patrol duties on A, B, C and D Platoon will be assigned to work the Weekend Support Shift – Part 1 in the next calendar year.
- This draw is limited to Constables assigned to patrol duties on one of the platoons. Any constable not assigned to patrol duties on one of the platoons effective January 1<sup>st</sup> of the year that the shift would cover will not be allowed to draw to work the Weekend Support Shift Part 1 in that year.
- Members on Weekend Support Shift Part 1 cannot be assigned to a flex shift.
- Members assigned to the Weekend Support Shift shall draw their EDO's as a separate entity. The Weekend Support Shift will not be combined with any other section for the purpose of drawing EDO's.
- Members assigned to the Weekend Support Shift Part 1 shall draw their Annual leave as a separate entity. The Weekend support shift will not be combined with any other section for the purpose of drawing Annual Leave.
- c) <u>Weekend Support Shift Part 2</u> Platoon Flex Shifts (covering only Thursday, Friday and Saturday dayshifts)
  - The Weekend Support Shift Part 2 applies only to Thursday, Friday, and Saturday dayshifts normally assigned to that platoon.
  - Platoon Constables that will have to work the Weekend Support Shift Part 2 (Platoon Flex Shift) will be allowed to voluntarily sign up to work specific weekend Flex Shifts for the following year after the Annual Leave and EDO draws have been completed. Volunteer shifts will be done on the basis of seniority with the most senior Constable drawing first.

- Any Weekend Support Shift Part 2 not filled by volunteers will be assigned by the platoon S/Sgt on the basis of the most junior officers assigned to work those specific weekends being scheduled to start at 1500 hours.
- All scheduling will be done at least six weeks in advance and the member must be notified in writing as to the change of their shift start times.
- Any member scheduled to work a Weekend Support Shift Part 2 on any dayshift will complete the rest of the 12 hour shifts in that block of shifts working 1500-0300hrs.
- A maximum of four members normally scheduled to work day shift will be assigned to work 1500-0300 hours.
- Weekend Support Shift Part 2 start times will be 1500 hours.

### **ARTICLE 56. CANINE SERGEANT**

The regular scheduled hours of work for the Canine Sergeant will be as follows:

	Sunday	Monday	Tuesday	Wednesday	Thursday	<u>Friday</u>	Saturday
Week 1				D1	D1	D1	
Week 2				D1	N2	N2	N2
Week 3				N1	N1	N1	N1
Week 4				D2	D2	D2	
Week 5				D1	D1	D1	
Week 6				D2	D2	D2	
Week 7				D2	N1	N1	N1
Week 8				N2	N2	N2	N2

#### Canine Sergeant Schedule

D = 0600 - 1800 or 0700 - 1900 hours

N = 1500 - 0300 hours

The Canine Sergeant will not be used to fill in for any other vacant Sergeant or Staff Sergeant positions.

# ARTICLE 57. WEEKEND SHIFTING ARRANGEMENT FOR CRIMINAL INVESTIGATIONS

To provide a plainclothes presence on weekends the positions assigned to the General Investigative Section will work the shifts established below to address operational needs for those designated positions in this Article.

	Normally Work Monday to Thursday										
Week	Monday	Tuesday	lay Wednesday Thursday Friday		Saturday	Sunday					
1	D	D	D	Х	Х	D	D				
2	D	D	D	Х	Х	Х	Х				
3	D	D	D	D	Х	Х	Х				
4	D	D	D	D	Х	Х	Х				
5	D	D	D	Х	Х	D	D				
6	D	D	D	Х	Х	Х	Х				
7	D	D	D	D	Х	Х	Х				
8	D	D	D	D	Х	Х	Х				
D = Work Days X =Days Off											

Members will be rotated into the shift so that three members are assigned to work each weekend.

	Normally Work Tuesday to Friday											
Week	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday					
1	X	Х	D	D	D	D	D					
2	Х	Х	D	D	D	Х	Х					
3	Х	D	D	D	D	Х	Х					
4	Х	D	D	D	D	Х	Х					
5	Х	Х	D	D	D	D	D					
6	Х	Х	D	D	D	Х	Х					
7	Х	D	D	D	D	Х	Х					
8	Х	D	D	D	D	Х	Х					
	D = Work Days X = Days Off											

# **ARTICLE 58. TACTICAL SUPPORT UNIT**

Assignment to the TSU will be a preferred Constable assignment as per Article 15

a) Changes to Shifting

The employer will not change this shift or any other shifts as they stand as of the date of the signing of this agreement. Changes include but will not be restricted to changes in shift start times and or days of work.

- b) i) The Tactical Support Unit will consist of up to 24 members being assigned to the following 12 hour shift, with no variations. As of **January 1, 2021** two Tactical Support Unit Sergeants will be assigned to supervise the constables assigned to this shift.
  - ii) One Sergeant will be assigned to work the Team 1 shift schedule and will supervise the Team 1 TSU Constables. The second Sergeant will be assigned to work the Team 2 shift schedule and to supervise the Team 2 TSU Constables.

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Team 1				D	D	D	
Team 2				N	N	N	N
				-			
Team 1			D	D	D	D	
Team 2					N	N	N
Team 1				N	N	N	N
Team 2				D	D	D	
Team 1					N	N	N
Team 2			D	D	D	D	

iii) Tactical Support Shift:

- iv) Members assigned to work the Tactical Support Unit shall work a 12-hour shift.
- v) Dayshift start times will be 0700 hours. Night shift start time will be 1600 hours.
- vi) Constables will be assigned to the Tactical Support Unit as per the normal Preferred Constable Position Selection Process pursuant to the Memorandum of Agreement that outlines the annual process.
- vii) Members assigned to the Tactical Support Unit shall draw their EDO's as a separate entity. The Tactical Support Unit will not be combined with any other section for the purpose of drawing EDO's.
- viii) Members assigned to the Tactical Support Unit shall draw their Annual leave as a separate entity. The Tactical Support Unit will not be combined with any other section for the purpose of drawing Annual Leave.

#### New ARTICLE 59. TRAINING TIME BANK

When a member is required to attend or instruct any training while on weekly leave, the member may elect pay or time credit at straight time rate, subject to Article 7(e).

## **APPENDIX 1**

#### SALARIES:

The wage increases for the term of the 2017 – 2019 collective agreement are effective on the following dates:

January 1, 2020 – 1.00% July 1, 2020 – 1.00% July 1, 2021 – 1.60% July 1, 2022 – 1.50%

# SCHEDULE "A" WAGES

# Effective: January 1, 2020 General Economic Increase (1.00%)

	Step	Index	Hourly	Pay Period	Monthly	Annual
Staff Sergeant	1	132	\$66.4887	\$5,762.58	\$11,525.16	\$138,301.92
Sergeant	1	120	\$60.4442	\$5,238.70	\$10,477.40	\$125,728.80
Constable						
Prob (1st 6 months)	1	55	\$27.7036	\$2,401.07	\$4,802.14	\$57,625.68
Prob (2nd 6 months)	2	60	\$30.2221	\$2,619.35	\$5,238.70	\$62,864.40
4th Class (2nd Year)	3	72	\$36.2665	\$3,143.22	\$6,286.44	\$75,437.28
3rd Class (3rd Year)	4	80	\$40.2962	\$3,492.47	\$6,984.94	\$83,819.28
2nd Class (4th Year)	5	90	\$45.3332	\$3,929.03	\$7,858.06	\$94,296.72
1st Class (5th Year)	6	100	\$50.3702	\$4,365.59	\$8,731.18	\$104,774.09
10th Year	7	108	\$54.3998	\$4,714.83	\$9,429.66	\$113,155.92
17th Year	8	110	\$55.4072	\$4,802.14	\$9,604.28	\$115,251.36
Special Constable I						
Prob (1st 6 months)	1	53	\$26.6962	\$2,313.76	\$4,627.52	\$55,530.24
Prob (2nd 6 months)	2	60	\$30.2221	\$2,619.35	\$5,238.70	\$62,864.40
2nd Year	3	69	\$34.7554	\$3,012.25	\$6,024.50	\$72,294.00
3rd Year	4	75	\$37.7777	\$3,274.19	\$6,548.38	\$78,580.56
4th Year	5	80	\$40.2962	\$3,492.47	\$6,984.94	\$83,819.28
5th Year	6	85	\$42.8147	\$3,710.75	\$7,421.50	\$89,058.00
10th Year	7	87	\$43.8221	\$3,798.06	\$7,596.12	\$91,153.44
17th Year	8	90	\$45.3332	\$3,929.03	\$7,858.06	\$94,296.72
Special Constable II						
Prob (1st 6 months)	1	63	\$31.7332	\$2,750.32	\$5,500.64	\$66,007.68
Prob (2nd 6 months)	2	70	\$35.2591	\$3,055.91	\$6,111.82	\$73,341.84
2nd Year	3	79	\$39.7925	\$3,448.82	\$6,897.64	\$82,771.68
3rd Year	4	85	\$42.8147	\$3,710.75	\$7,421.50	\$89,058.00
4th Year	5	90	\$45.3332	\$3,929.03	\$7,858.06	\$94,296.72
5th Year	6	95	\$47.8517	\$4,147.31	\$8,294.62	\$99,535.44
10th Year	7	97	\$48.8591	\$4,234.62	\$8,469.24	\$101,630.88
17th Year	8	100	\$50.3702	\$4,365.59	\$8,731.18	\$104,774.16
Special Constable III						
Prob (1st 6 months)	1	68	\$34.2517	\$2,968.59	\$5,937.18	\$71,246.16
Prob (2nd 6 months)	2	75	\$37.7777	\$3,274.19	\$6,548.38	\$78,580.56
2nd Year	3	84	\$42.3110	\$3,667.09	\$7,334.18	\$88,010.16
3rd Year	4	90	\$45.3332	\$3,929.03	\$7,858.06	\$94,296.72
4th Year	5	95	\$47.8517	\$4,147.31	\$8,294.62	\$99,535.44
5th Year	6	100	\$50.3702	\$4,365.59	\$8,731.18	\$104,774.16
10th Year	7	102	\$51.3776	\$4,452.90	\$8,905.80	\$106,869.60
17th Year	8	105	\$52.8887	\$4,583.86	\$9,167.72	\$110,012.64

1	73	\$36.7702	\$3,186.87	\$6,373.74	\$76,484.88
2	80	\$40.2962	\$3,492.47	\$6 <i>,</i> 984.94	\$83,819.28
3	89	\$44.8295	\$3,885.37	\$7,770.74	\$93,248.88
4	95	\$47.8517	\$4,147.31	\$8,294.62	\$99,535.44
5	100	\$50.3702	\$4,365.59	\$8,731.18	\$104,774.16
6	105	\$52.8887	\$4,583.86	\$9,167.72	\$110,012.64
7	107	\$53.8961	\$4,671.17	\$9,342.34	\$112,108.08
8	110	\$55.4072	\$4,802.14	\$9,604.28	\$115,251.36
	2 3 4 5 6 7	2       80         3       89         4       95         5       100         6       105         7       107	280\$40.2962389\$44.8295495\$47.85175100\$50.37026105\$52.88877107\$53.8961	280\$40.2962\$3,492.47389\$44.8295\$3,885.37495\$47.8517\$4,147.315100\$50.3702\$4,365.596105\$52.8887\$4,583.867107\$53.8961\$4,671.17	280\$40.2962\$3,492.47\$6,984.94389\$44.8295\$3,885.37\$7,770.74495\$47.8517\$4,147.31\$8,294.625100\$50.3702\$4,365.59\$8,731.186105\$52.8887\$4,583.86\$9,167.727107\$53.8961\$4,671.17\$9,342.34

	•					
	Step	Index	Hourly	Pay Period	Monthly	Annual
Staff Sergeant	1	132	\$67.1535	\$5,820.19	\$11,640.38	\$139,684.56
Sergeant	1	120	\$61.0487	\$5,291.09	\$10,582.18	\$126,986.16
Constable						
Prob (1st 6 months)	1	55	\$27.9806	\$2,425.08	\$4,850.16	\$58,201.92
Prob (2nd 6 months)	2	60	\$30.5243	\$2,645.54	\$5,291.08	\$63,492.96
4th Class (2nd Year)	3	72	\$36.6292	\$3,174.65	\$6,349.30	\$76,191.60
3rd Class (3rd Year)	4	80	\$40.6991	\$3,527.39	\$7,054.78	\$84,657.36
2nd Class (4th Year)	5	90	\$45.7865	\$3,968.32	\$7,936.64	\$95,239.68
1st Class (5th Year)	6	100	\$50.8739	\$4,409.24	\$8,818.48	\$105,821.83
10th Year	7	108	\$54.9438	\$4,761.98	\$9,523.96	\$114,287.52
17th Year	8	110	\$55.9613	\$4,850.17	\$9,700.34	\$116,404.08
Special Constable I						
Prob (1st 6 months)	1	53	\$26.9632	\$2,336.90	\$4,673.80	\$56,085.60
Prob (2nd 6 months)	2	60	\$30.5243	\$2,645.54	\$5,291.08	\$63,492.96
2nd Year	3	69	\$35.1030	\$3,042.38	\$6,084.76	\$73,017.12
3rd Year	4	75	\$38.1554	\$3,306.93	\$6,613.86	\$79,366.32
4th Year	5	80	\$40.6991	\$3,527.39	\$7,054.78	\$84,657.36
5th Year	6	85	\$43.2428	\$3,747.85	\$7,495.70	\$89,948.40
10th Year	7	87	\$44.2603	\$3,836.04	\$7,672.08	\$92,064.96
17th Year	8	90	\$45.7865	\$3,968.32	\$7,936.64	\$95,239.68
Special Constable II						
Prob (1st 6 months)	1	63	\$32.0506	\$2,777.83	\$5,555.66	\$66,667.92
Prob (2nd 6 months)	2	70	\$35.6117	\$3,086.47	\$6,172.94	\$74,075.28
2nd Year	3	79	\$40.1904	\$3,483.30	\$6,966.60	\$83,599.20
3rd Year	4	85	\$43.2428	\$3,747.85	\$7,495.70	\$89,948.40
4th Year	5	90	\$45.7865	\$3,968.32	\$7,936.64	\$95,239.68
5th Year	6	95	\$48.3302	\$4,188.78	\$8,377.56	\$100,530.72
10th Year	7	97	\$49.3477	\$4,276.97	\$8,553.94	\$102,647.28
17th Year	8	100	\$50.8739	\$4,409.24	\$8,818.48	\$105,821.76
Special Constable III						
Prob (1st 6 months)	1	68	\$34.5943	\$2,998.29	\$5,996.58	\$71,958.96
Prob (2nd 6 months)	2	75	\$38.1554	\$3,306.93	\$6,613.86	\$79,366.32
2nd Year	3	84	\$42.7341	\$3,703.76	\$7 <i>,</i> 407.52	\$88,890.24
3rd Year	4	90	\$45.7865	\$3,968.32	\$7,936.64	\$95,239.68
4th Year	5	95	\$48.3302	\$4,188.78	\$8,377.56	\$100,530.72
5th Year	6	100	\$50.8739	\$4,409.24	\$8,818.48	\$105,821.76
10th Year	7	102	\$51.8914	\$4,497.43	\$8,994.86	\$107,938.32
17th Year	8	105	\$53.4176	\$4,629.70	\$9,259.40	\$111,112.80

# Effective: July 1, 2020 General Economic Increase (1.00%)

# Special Constable IV

Prob (1st 6 months)	1	73	\$37.1379	\$3,218.74	\$6,437.48	\$77,249.76
Prob (2nd 6 months)	2	80	\$40.6991	\$3 <i>,</i> 527.39	\$7,054.78	\$84,657.36
2nd Year	3	89	\$45.2778	\$3,924.23	\$7,848.46	\$94,181.52
3rd Year	4	95	\$48.3302	\$4,188.78	\$8,377.56	\$100,530.72
4th Year	5	100	\$50.8739	\$4,409.24	\$8,818.48	\$105,821.76
5th Year	6	105	\$53.4176	\$4,629.70	\$9,259.40	\$111,112.80
10th Year	7	107	\$54.4351	\$4,717.89	\$9,435.78	\$113,229.36
17th Year	8	110	\$55.9613	\$4,850.17	\$9,700.34	\$116,404.08

	Stop	Index	House	Day Daviad	Monthly	المعربية
Staff Sergeant	Step 1	132	<b>Hourly</b> \$68.2280	<b>Pay Period</b> \$5,913.32	<b>Monthly</b> \$11,826.64	<b>Annual</b> \$141,919.68
Sergeant	1	132	\$62.0255	\$5,375.75	\$11,820.04 \$10,751.50	
Constable	Т	120	302.0233	Ş <b>3,</b> 373.73	\$10,751.50	\$129,018.00
Prob (1st 6 months)	1	55	\$28.4283	\$2,463.88	\$4,927.76	\$59,133.12
Prob (2nd 6 months)	2	60	\$28.4285 \$31.0127	\$2,403.88 \$2,687.87	\$4,927.76 \$5,375.74	
4th Class (2nd Year)	2	72	\$37.2153	\$2,007.87 \$3,225.45	\$5,575.74 \$6,450.90	\$64,508.88 \$77,410.80
3rd Class (3rd Year)	4	80	\$41.3503	\$3,583.83	\$0,450.90 \$7,167.66	\$77,410.80 \$86,011.92
2nd Class (4th Year)	4 5	90	\$46.5191	\$3,383.83 \$4,031.81	\$8,063.62	\$86,011.92 \$96,763.44
1st Class (5th Year)	6	90 100	\$40.5191 \$51.6879	\$4,031.81 \$4,479.79	\$8,065.62 \$8,959.58	\$96,763.44 \$107,514.98
10th Year	7	100	\$55.8229	\$4,479.79 \$4,838.17	\$8,959.38 \$9,676.34	\$107,514.98 \$116,116.08
17th Year	8	108	\$55.8229 \$56.8567	\$4,838.17 \$4,927.77	\$9,875.54 \$9,855.54	
Special Constable I	0	110	220.0201	Ş4,927.77	ə9,055.54	\$118,266.48
Prob (1st 6 months)	1	53	\$27.3946	\$2,374.29	\$4,748.58	\$56,982.96
Prob (2nd 6 months)	2	55 60	\$27.3940 \$31.0127	\$2,574.29 \$2,687.87	\$4,748.58 \$5,375.74	\$56,982.96 \$64,508.88
2nd Year	2	69	\$35.6647	\$2,087.87 \$3,091.06	\$5,575.74 \$6,182.12	\$04,508.88 \$74,185.44
3rd Year	4	75	\$35.0047 \$38.7659	\$3,359.84	\$6,719.68	\$74,185.44 \$80,636.16
4th Year	4 5	80	\$41.3503	\$3,583.83 \$3,583.83	\$0,719.68 \$7,167.66	\$80,030.10 \$86,011.92
5th Year	6	85	\$43.9347	\$3,807.82	\$7,107.00 \$7,615.64	\$86,011.92 \$91,387.68
10th Year	0 7	85	\$43.9547 \$44.9685	\$3,807.82 \$3,897.42	\$7,794.84	\$91,587.68 \$93,538.08
17th Year	8	90	\$46.5191	\$3,897.42 \$4,031.81	\$8,063.62	\$96,763.44
Special Constable II	0	30	<b>340.3131</b>	\$4,031.81	30,003.0Z	\$90,705.44
Prob (1st 6 months)	1	63	\$32.5634	\$2,822.27	\$5,644.54	\$67,734.48
Prob (2nd 6 months)	2	70	\$36.1815	\$3,135.85	\$5,044.34 \$6,271.70	\$75,260.40
2nd Year	3	70 79	\$40.8334	\$3,539.03	\$0,271.70 \$7,078.06	\$73,200.40 \$84,936.72
3rd Year	4	85	\$43.9347	\$3,807.82	\$7,615.64	\$91,387.68
4th Year	5	90	\$46.5191	\$3,807.82 \$4,031.81	\$7,013.04 \$8,063.62	\$96,763.44
5th Year	6	95	\$49.1035	\$4,255.80	\$8,5005.02 \$8,511.60	\$102,139.20
10th Year	7	97	\$49.1033 \$50.1373	\$4,345.40	\$8,690.80	\$102,139.20
17th Year	8	100	\$50.1373 \$51.6879	\$4,479.79	\$8,959.58	\$104,289.00 \$107,514.96
Special Constable III	0	100	<b>JJI.007</b> J	Ş <del>4</del> ,475.75	J0,JJJ.J0	Ş107,514.50
Prob (1st 6 months)	1	68	\$35.1478	\$3,046.26	\$6,092.52	\$73,110.24
Prob (2nd 6 months)	2	75	\$38.7659	\$3,359.84	\$6,719.68	\$80,636.16
2nd Year	3	84	\$43.4178	\$3,763.02	\$7,526.04	\$90,312.48
3rd Year	4	90	\$46.5191	\$4,031.81	\$8,063.62	\$96,763.44
4th Year	5	95	\$49.1035	\$4,255.80	\$8,505.02 \$8,511.60	\$102,139.20
5th Year	6	100	\$45.1055 \$51.6879	\$4,479.79	\$8,959.58 \$8,959.58	\$102,139.20 \$107,514.96
10th Year	7	100	\$51.087 <i>9</i> \$52.7217	\$4,569.39	\$8,939.38 \$9,138.78	\$107,514.96 \$109,665.36
17th Year	8	102	\$52.7217 \$54.2723	\$4,703.78	\$9,407.56	\$112,890.72
17 (II I CUI	0	100	JJ417173	J+,/U3./0	JJ,407.30	γ112,030.1Z

# Effective: July 1, 2021 General Economic Increase (1.60%)

Special Constable IV						
Prob (1st 6 months)	1	73	\$37.7322	\$3,270.25	\$6,540.50	\$78,486.00
Prob (2nd 6 months)	2	80	\$41.3503	\$3,583.83	\$7,167.66	\$86,011.92
2nd Year	3	89	\$46.0022	\$3,987.01	\$7,974.02	\$95,688.24
3rd Year	4	95	\$49.1035	\$4,255.80	\$8,511.60	\$102,139.20
4th Year	5	100	\$51.6879	\$4,479.79	\$8,959.58	\$107,51 <sup>4</sup> .96
5th Year	6	105	\$54.2723	\$4,703.78	\$9,407.56	\$112,890.72
10th Year	7	107	\$55.3061	\$4,793.38	\$9,586.76	\$115,041.12
17th Year	8	110	\$56.8567	\$4,927.77	\$9,855.54	\$118,266.48

	Step	Index	Hourly	Pay Period	Monthly	Annual
Staff Sergeant	1	132	\$69.2514	, \$6,002.02	, \$12,004.04	\$144,048.48
Sergeant	1	120	\$62.9558	\$5,456.38	\$10,912.76	\$130,953.12
Constable				. ,		
Prob (1st 6 months)	1	55	\$28.8548	\$2,500.85	\$5,001.70	\$60,020.40
Prob (2nd 6 months)	2	60	\$31.4779	\$2,728.19	\$5,456.38	\$65,476.56
4th Class (2nd Year)	3	72	\$37.7735	\$3,273.83	\$6,547.66	\$78,571.92
3rd Class (3rd Year)	4	80	\$41.9706	\$3,637.59	\$7,275.18	\$87,302.16
2nd Class (4th Year)	5	90	\$47.2169	\$4,092.29	\$8,184.58	\$98,214.96
1st Class (5th Year)	6	100	\$52.4632	\$4,546.99	\$9 <i>,</i> 093.98	\$109,127.70
10th Year	7	108	\$56.6603	\$4,910.75	\$9,821.50	\$117,858.00
17th Year	8	110	\$57.7095	\$5,001.68	\$10,003.36	\$120,040.32
Special Constable I						
Prob (1st 6 months)	1	53	\$27.8055	\$2,409.90	\$4,819.80	\$57,837.60
Prob (2nd 6 months)	2	60	\$31.4779	\$2,728.19	\$5,456.38	\$65,476.56
2nd Year	3	69	\$36.1996	\$3,137.42	\$6,274.84	\$75,298.08
3rd Year	4	75	\$39.3474	\$3,410.24	\$6,820.48	\$81,845.76
4th Year	5	80	\$41.9706	\$3,637.59	\$7,275.18	\$87,302.16
5th Year	6	85	\$44.5937	\$3,864.94	\$7,729.88	\$92,758.56
10th Year	7	87	\$45.6430	\$3,955.88	\$7,911.76	\$94,941.12
17th Year	8	90	\$47.2169	\$4,092.29	\$8,184.58	\$98,214.96
Special Constable II						
Prob (1st 6 months)	1	63	\$33.0518	\$2,864.60	\$5,729.20	\$68,750.40
Prob (2nd 6 months)	2	70	\$36.7242	\$3,182.89	\$6,365.78	\$76,389.36
2nd Year	3	79	\$41.4459	\$3,592.12	\$7,184.24	\$86,210.88
3rd Year	4	85	\$44.5937	\$3,864.94	\$7,729.88	\$92,758.56
4th Year	5	90	\$47.2169	\$4,092.29	\$8,184.58	\$98,214.96
5th Year	6	95	\$49.8400	\$4,319.63	\$8,639.26	\$103,671.12
10th Year	7	97	\$50.8893	\$4,410.58	\$8,821.16	\$105,853.92
17th Year	8	100	\$52.4632	\$4,546.99	\$9 <i>,</i> 093.98	\$109,127.76
Special Constable III						
Prob (1st 6 months)	1	68	\$35.6750	\$3,091.95	\$6,183.90	\$74,206.80
Prob (2nd 6 months)	2	75	\$39.3474	\$3,410.24	\$6,820.48	\$81,845.76
2nd Year	3	84	\$44.0691	\$3,819.47	\$7,638.94	\$91,667.28
3rd Year	4	90	\$47.2169	\$4,092.29	\$8,184.58	\$98,214.96
4th Year	5	95	\$49.8400	\$4,319.63	\$8,639.26	\$103,671.12
5th Year	6	100	\$52.4632	\$4,546.99	\$9,093.98	\$109,127.76
10th Year	7	102	\$53.5125	\$4,637.93	\$9,275.86	\$111,310.32
17th Year	8	105	\$55.0864	\$4,774.34	\$9,548.68	\$114,584.16

# Effective: July 1, 2022 General Economic Increase (1.50%)

#### Special Constable IV

-						
Prob (1st 6 months)	1	73	\$38.2981	\$3,319.30	\$6,638.60	\$79,663.20
Prob (2nd 6 months)	2	80	\$41.9706	\$3,637.59	\$7,275.18	\$87,302.16
2nd Year	3	89	\$46.6922	\$4,046.81	\$8,093.62	\$97,123.44
3rd Year	4	95	\$49.8400	\$4,319.63	\$8,639.26	\$103,671.12
4th Year	5	100	\$52.4632	\$4,546.99	\$9,093.98	\$109,127.76
5th Year	6	105	\$55.0864	\$4,774.34	\$9,548.68	\$114,584.16
10th Year	7	107	\$56.1356	\$4,865.27	\$9,730.54	\$116,766.48
17th Year	8	110	\$57.7095	\$5,001.68	\$10,003.36	\$120,040.32

Note: Special Constable I applies to all positions with the exception of the Special Constable Crime Analyst (Special Constable II) position and the Tech Crime Special Constable (Special Constable III) position.

Schedule "A" Wages – Members in Specialized Areas

The following condition shall apply to members assigned to the Forensic Identification Section, Polygraph Unit, Technological Crime Unit and Air Support Unit (Pilot):

The normal rank for Forensic Identification Officer, Polygraph Examiner, Technological Crime Officer and Air Support Pilot shall be that of Sergeant. Should the Board desire to retain a member in any of these positions at a time when promotion to a higher rank is available to him, then it is agreed that the member may be reclassified at the higher rank within that position.

The following condition shall apply to members assigned to the Collision Analyst Unit:

The normal rank for Collision Analyst shall be that of Constable. Should the Board desire to retain a member in this position at a time when promotion to a higher rank is available to him, then it is agreed that the member may be reclassified at the higher rank within that position.

The following condition shall apply to members assigned to the Canine Unit:

Should the Board desire to retain any Canine member when promotion to a higher rank is available to him, then it is agreed that the member may be reclassified within the Canine Unit at the higher rank.

- <u>NOTE:</u> a) After satisfactorily serving twelve (12) months in the Probationary rates, Constables shall satisfactorily serve one (1) year in each of the third (3rd) and second (2nd) Class rates before being promoted to first (1st) Class rate. (A total of three (3) years from minimum to maximum rates.) First Class Constables index of 100 is subject to a member achieving the necessary qualifications through writing appropriate examinations for the index of First Class Constable and obtaining a minimum mark of sixty-five (65) percent.
  - b) Pay recognition may be given to new recruits for experience with other Police Services; such recognition shall not affect the probationary period and shall not be used for seniority purposes.

- c) Ten (10) Year Constable Index of 108 is subject to a member achieving the necessary qualifications through writing appropriate promotional exams for the rank of Sergeant and obtaining a minimum mark of sixty-five percent (65%).
- d) Seventeen (17) year constable indexing of one hundred and ten (110) percent is subject to a member successfully completing a Canadian Police Knowledge network online course prior to receiving the seventeen (17) year constable pay index. Access to the CPKN courses will be made through the Training Unit.
- e) Special Constables, when taken on staff as probationary constables, will receive no less salary rate as a result.
- f) Constables and Special Constables performing duties as Field Training Officers will receive four (4) index points on the pay scale above their present index during the time they are actually assigned a recruit for training.

The four (4) index points are only payable to a qualified Field Training Officer and payment shall be at the hourly rate of pay for each hour they are with a Trainee.

It is the responsibility of Management to select the Field Training Officer. The Staff Sergeant for the assigned area will be responsible for assigning Field Training Officers on a short term basis when the assigned Field Training Officer is absent.

The assignment of index points are not applicable to classroom instruction / training.

# APPENDIX "A"

# PROMOTION POLICY AND PROCEDURE

# A. <u>PROMOTION COMMITTEE</u>

- 1. The Promotion Committee shall consist of:
  - a) Two (2) Commissioned Officers and one (1) civilian who shall be appointed by the Chief of Police.
  - b) One (1) member from the senior executive level of the Police Association. One (1) alternative representative to be named. Association representatives shall possess no voting privileges.
  - c) The Service and/or the Police Association can contract out one (1) representative on the promotional interview panel should they choose to do so.

## B. <u>RESPONSIBILITIES</u>

- 1. The Promotion Committee shall make all recommendations for promotions to positions within the scope of the Association to the Chief of Police who shall have final authority for such promotions.
- 2. The Promotion Committee shall be responsible for the development and administration of the promotion policy and procedure, subject to approval of the Board of Police Commissioners.
- 3. The Promotion Committee shall establish a promotion list for one (1) year in advance by January 1, of that year.
  - <u>Note:</u> All <u>new appointments</u> to the Saskatoon Police Service are to be made by the Board of Police Commissioners.

## C. ORGANIZATION STRUCTURE

- 1. The Board of Police Commissioners shall cause to be maintained and posted an up-to-date organization chart, showing the lines of authority, rank, number of approved positions, and number of personnel in each position.
- 2. When operating circumstances require constables to carry out duties of a higher rank on a temporary basis beyond a one (1) year period, the Board of Police Commissioners shall give consideration to the need of increasing the number of approved positions in the particular section involved.

## D. <u>VACANCIES</u>

1. All permanent position vacancies above the rank of Constable shall be filled, as soon as practicable, from the promotion list described in B.3 above.

2. Members of the Saskatoon Police Service shall receive first consideration for vacancies to the entry level of the commissioned ranks. Appointments to any of the commissioned ranks below the rank of Deputy Chief shall be made from the members of the Saskatoon Police Association. However, upon prior consultation with and approval by the Association, an appointment from other than members of the Association may be made.

# E. <u>ELIGIBILITY</u>

To be eligible for promotion to Sergeant, a member must have attained a 1st Class Constable status and possess ten (10) years of seniority. To be eligible for promotion to the rank of Staff Sergeant, a member must have held the rank of Sergeant for one year. In the event that no applications are received from eligible candidates within the Saskatoon Police Service, consideration shall be given to altering the eligibility requirements in that particular instance.

The number of years of service to become eligible for promotion may change by mutual agreement between the Saskatoon Police Service and the Saskatoon Police Association.

A member must successfully complete the minimum mark in one category before moving to the next stage of the promotional process. These stages are:

- 1) Written Examination (minimum mark 80%)
- 2) Performance Appraisal by Supervisor recommending Promotion
- 3) Promotional Interview

# F. <u>ASSESSMENT</u>

Assessment for promotion shall be made on the following basis:

-	Written examination	40%
-	Performance Appraisals by Supervisors	10%
-	Promotional Interview (before Promotion Committee) Seniority (will accrue from date of eligibility to a	40%
	maximum of ten percent)	<u>10%</u>
	TOTAL	100%

# 1. Written Examination (effective January 2019)

- 2.
- a) The Human Resources Director or designate shall prepare and mark examinations.
- b) One examination paper for each classification (1<sup>st</sup> Class, 10 Year, Sergeant, Staff Sergeant) shall be prepared for the annual sittings in January and February of each calendar year. The dates of the sittings shall be posted in October of the preceding year. Dates of sittings for the written examinations shall be separated by at least two (2) weeks. Members can only write one exam each year.

To be eligible to write the Sergeants exam, a member must have ten (10) years of seniority with the Saskatoon Police Service as of January 1 of the year in which the exam is written.

- d) A member's mark will stand for up to three (3) years, unless a member chooses to rewrite within three (3) years, in which case, the highest mark will stand. Only Sergeants will be eligible to write Staff Sergeant exams.
- e) A member who has a complaint with respect to the examination shall first discuss it with the Human Resources Director, then with the Association, and if still unresolved, with the Promotion Committee.
- f) In the event of extenuating circumstances on the date of the examination, an alternate date and examination will be given which, where possible, will be prior to the regularly scheduled date.

# 2. <u>Performance Appraisals by Supervisors</u>

- a) All performance appraisals completed by Supervisors will deem a member promotable or not promotable.
- b) If a member receives a recommendation for promotion on their performance appraisal, they will be awarded ten percent (10%) on their assessment for promotion.
- c) If a member is deemed not promotable they will not be eligible for a promotion in the upcoming process and will be removed from the promotion list for one (1) year.

# 3. Promotional Interview

c)

- a) Before a member is eligible to qualify for a promotional interview the member must have achieved a minimum mark of 80% on the written examination and a recommendation for promotion for their performance appraisal.
- b) Each Commissioned Officer on the Promotion Committee and/or designate and the civilian shall mark a member.
- Full marks will be in terms of one hundred percent (100%) with the three
   (3) marks averaged and then converted by multiplying the result by thirty
   (30) over one hundred (100).
- d) A member's mark shall stand for up to three (3) years, unless a member chooses to be re-interviewed within three (3) years, in which case the highest mark will stand.
- e) Members must have obtained ten (10) years of seniority with the Saskatoon Police Service to be eligible for promotional interview as of January 1 of the year in which the interview is taken.

# 4. <u>Seniority</u>

- a) For the purposes of promotion, seniority begins to accrue from the date the member becomes eligible for promotion to that rank.
- b) Seniority shall be awarded on the basis of one percent (1%) per year to a maximum of ten percent (10%).

# 5. <u>Promotion List</u>

A promotion list will be established the year before it comes into effect using the following formula:

- a) The final percentage of the written examination, performance appraisal, promotional interview, and seniority added together will form the members' total mark.
- b) The total marks will be listed in order of finish highest to lowest.
- c) Should two or more marks be identical, seniority shall determine the order of finish within the promotion list. (i.e.: the most senior member shall be placed ahead of the junior member).

# G. PROBATION PERIOD

- 1. A member promoted to the rank of Sergeant or Staff Sergeant must successfully complete one year of probation.
- 2. A member who fails to successfully complete probation shall be returned to their former rank without loss of seniority in such former rank.

## **APPENDIX "B"**

# **GUIDELINES FOR ADMINISTRATION**

OF

# SASKATOON POLICE SERVICE SICK LEAVE BANK

## 1. Composition of Committee

Association	Management
2 Members of the Saskatoon Police Association	1 Member representing the Police Service 1 Member from the Civic Human Resources Department

### 2. <u>Eligibility Standards</u>

a) Eligibility for drawing benefits from the Sick Leave Bank to be confined to members of the Saskatoon City Police Association. The term "member" shall have the definition provided for in the working agreement.

However, notwithstanding the foregoing, personnel who were members of the Association as of April 1, 1974, and subsequently were promoted to commissioned rank, may elect to remain in the Association Sick Leave Bank. Should such individual elect to enter some other form of Sick Leave Bank, his eligibility to remain in the Association "Bank" shall automatically cease.

## 3. <u>Waiting Period</u>

- a) Members of the Association who have established eligibility for benefits and who have expended their Sick Leave benefits and make application for benefits from the Bank, shall, if they have less than 128 hours of Sick Leave to their credit at the time of becoming sick, be subject to a waiting period of five (5) working days (40 hours) following the expenditure of their Sick Leave Credits for each occasion of illness for which benefit is claimed. Members who have 128 hours or more of Sick Leave to their credit, shall not be subject to any waiting period.
- b) Notwithstanding the foregoing, recurrences of an illness for which credits from the Bank have been previously granted, shall not be subject to the waiting period referred to in 3(a) above.
- 4. <u>Duration of Benefits</u>
  - a) At the discretion of the Sick Bank Committee, members may draw benefits only until 25 years of service, or age 60, whichever occurs first.
  - b) In addition, notwithstanding anything expressed or implied elsewhere in these guidelines, the Committee in its discretion, may terminate or adjust a member's benefits from the Bank at any time.

# 5. <u>Medical Certificate</u>

- a) A member's request to draw benefits from the Sick Leave "Bank" shall be accompanied by a doctor's certificate outlining the nature of the illness and the probable length of absence.
- b) Members on extended periods of benefit from the "Bank" may, at the discretion of the Committee, have their cases reviewed by the Committee every thirty (30) days, and, if required by the Sick Bank Committee, shall be required to supply further medical evidence from the attending physician, or, at the Committee's discretion, be referred to a specialist in the field of medicine related to the disability suffered by the member. The expenses so incurred shall be borne by the member.

# 6. Sick and Vacation Credits

Any Sick Leave or Vacation Credits earned during period(s) of drawing benefits from the Bank shall be used by the end of the following March. No charge against the "Bank" to be made in respect of any Sick of Vacation Credits so used.

# 7. Basis of Payment from Bank

a) For each approved period of benefit from the "Bank," payment shall be made on the following basis:

8 hours to 320 hours	50% of member's index as per Schedule A
328 hours to 2,080 hours	100% of member's index as per Schedule A
Thereafter	75% of member's index as per Schedule A

- b) Individual members shall be entered into the schedule at a point equal to the number of Sick Leave days standing to their credit at the onset of the illness for which benefit from the Bank is being claimed, and further, where applicable, shall progress through the schedule in accordance with the time limitations expressed in the schedule.
- c) Members drawing benefits from the "Bank" shall be paid at the rate of pay as set out in paragraph 7 a) of the Sick Bank Guidelines less any required payroll deductions and reductions as authorized by the Sick Bank Committee.
- d) A member drawing benefits at a rate of 100% from the Sick Bank and also receiving Canada Pension Plan Disability Benefits shall have those benefits deducted from the amount received from the "Bank."
- e) A member drawing benefits at a rate of 50% or 75% from the Sick Bank and also receiving Canada Pension Plan Disability Benefits shall have one half of the Canada Pension Plan Disability Benefits deducted from the amount received from the "Bank."
- f) A member receiving Canada Pension Plan Disability Benefits will be required to disclose said amount to the Sick Bank Committee.
- g) Employees drawing benefits from the Worker's Compensation Board, shall not be eligible for benefits from the Sick Leave "Bank".
- NOTE: Amendments to this Article shall take effect September 1, 1999 and shall include all members who are presently in the Sick Bank as of this date.

## 8. Appeal Procedure

- a) In the event of an adverse Committee decision on a member's claim for benefits from the "Bank," the member may appeal to the Committee to review their decision. The appeal shall be made in writing within thirty (30) days of the Committee's decision.
- b) In the event of an impasse among the Committee regarding any matter concerning the operation of the "Bank," then the matter shall be referred to a single arbiter agreeable to the members of the Committee - whose decision shall be final and not subject to appeal.

### 9. <u>Amendments</u>

Any proposal for amendments to these guidelines shall first be discussed by the entire Committee, and if found agreeable to a majority of the Committee, shall be enacted.

Saskatoon, Saskatchewan 2002

#### ANNUAL VACATION "DRAW"

- 1. Members shall, in accordance with Article 10 of the Collective Agreement, be given the opportunity to select their vacation periods. Should a member, during the course of a year, be transferred to a different group, every effort will be made to ensure that his selection is not adversely affected. Such selection or "draw" will be made on a rotational basis within the following groups:
  - a) Staff Sergeants and Sergeants shall for vacation purposes be divided into groups of four (4) with one (1) member from each group granted leave at any one time.
  - b) Constables, including Special Constables, shall be divided into groups of eight
     (8) with one (1) member from each group granted leave at any one time.
  - c) In order to have full groups of four (4) in the Staff Sergeant, Sergeant vacation draw, members will be advanced to the next higher group in the order of their standings on the current list eligible for promotion to that rank.
- 2. New members shall be assigned to the end of the vacation leave draw list. (i.e. Number eight (8) on the Constables' vacation draw.)
- 3. Any tie in members' position on the vacation draw will be decided by the officer in charge of the group based on a flip of a coin.
- 4. For the vacation draw, members' position on the schedule will change as follows:
  - Constables in position one (1) and two (2) move to position eight (8) and seven (7) respectively.
  - Sergeants and Staff Sergeants in position one (1) move to position four (4).
- 5. This plan for vacation draw will be applied as consistently as possible no matter the function a member is assigned.

#### Generic Job Description

#### I. JOB TITLE

CALL TAKER (Part time)

#### II. SUMMARY

Under the supervision of a Special Constable, Constable, Sergeant, or Staff Sergeant in charge, the Call Taker is responsible for clerical duties and receiving citizen inquiries and complaints.

#### III. KEY RESPONSIBILITIES

- Accurately receive complaints and inquiries from the public by phone and complete and submit all reporting documentation when required.
- Accurately and systematically collects and documents evidentiary information.
- May be required to collect and present evidence in court.
- Performs related call taking police duties as assigned and required.

#### **Generic Job Description**

## III. JOB TITLE

SPECIAL CONSTABLE

## IV. <u>SUMMARY</u>

Under the supervision of a Constable, Sergeant, or Staff Sergeant in charge, the Special Constable is responsible for clerical duties, receiving citizen inquiries and complaints, and supervision of prisoners where required.

## III. KEY RESPONSIBILITIES

- Responsible for maintenance of files and general office administration.
- Accurately receive complaints and inquiries from the public by phone and in person and complete and submit all reporting documentation when required.
- Accurately and systematically collects and document evidentiary information.
- May be required to collect and present evidence in court.
- May be required to effect arrests.
- Performs related police duties as assigned and required.

#### Generic Job Description

#### JOB TITLE

#### CONSTABLE

#### SUMMARY

Under supervision of a Patrol Area Sergeant or Sergeant / Staff Sergeant in charge, the Constable is responsible for general patrol to prevent crime, protect life and property, preserve the peace, enforce and investigate violations of Federal, Provincial Statutes and Municipal Bylaws and to foster good relationships with the public.

### KEY RESPONSIBLITIES

- Be knowledgeable of and be able to fulfill Special Constable Duties.
- Provide direction and supervision to Special Constables where necessary.
- Respond to calls for service performing routine patrol, attend complaints, serve documents, execute warrants, check suspicious persons, investigate suspicious activities, and obtains and records information relevant to policing duties.
- Accurately complete and submit all reporting documentation.
- Accurately and systematically collects and documents evidentiary information.
- Responsible for the enforcement of Federal and Provincial Statutes as well as Municipal Bylaws.
- Effect arrests and prepare evidence for court presentation.
- Works with the community and other police members to identify mutual concerns, implements problem solving solutions.
- Develop and coordinate crime prevention initiatives with neighborhoods and businesses.
- Performs related police duties as assigned and required.

## **Generic Job Description**

## JOB TITLE

## SERGEANT

## <u>SUMMARY</u>

Under general supervision of the Staff Sergeant in charge, the Sergeant is responsible for supervision, development and evaluation of subordinates. The gathering of information, coordination of long term projects and investigation of Criminal activity where required.

## KEY RESPONSIBILITIES

- Be knowledgeable of and possess the ability to perform all subordinate duties.
- Provide instruction, supervision and assistance to Constables and Special Constables and Civilian personnel.
- Assist in the administration of their assigned area.
- Make recommendations concerning the operation of the unit.
- Receive and respond to inquiries related to assigned area, providing supervision or investigation, obtaining and recording information relevant to policing duties.
- Initiate and coordinate special projects.
- Liaise with other police agencies.
- Responsible for the enforcement of Federal and Provincial Statutes as well as Municipal Bylaws.
- Works with the community and other police members to identify mutual concerns and initiates the problem solving process.
- May prepare personnel performance evaluations.
- Accurately complete and submit all reporting documentation.
- Accurately and systematically collects and documents evidentiary information and prepares evidence for court.
- Effects arrests where necessary.
- Performs other related police duties as assigned and required.

#### Generic Job Description

#### JOB TITLE

#### STAFF SERGEANT

#### **SUMMARY**

Under direction of the Superintendent in charge, the Staff Sergeant coordinates, directs, controls and plans the operations of the assigned area to maintain efficient and effective service.

#### **KEY RESPONSIBILITIES**

- Administers operations of assigned area to ensure that police responsibility is carried out according to internal and external policies.
- Be knowledgeable of and possess the ability to perform all subordinate duties.
- Provide instruction, supervision and assistance to all subordinates.
- Direct and coordinate and set priorities in assigned area of operations.
- Monitor reports and files of subordinates where required.
- Manages work schedules and time-credit entitlements of all subordinates: annual leave, earned days, statutory holidays, Court time, maintains a case management system. Monitors Prosecution requests and Subpoenas.
- Prepares and submits performance evaluations of subordinate personnel.
- Ensures a copy of SPS Policy and Procedure, directives and job descriptions are updated when applicable and available.
- Receive and respond to inquiries from the public relating to assigned area.
- Assists subordinates in career development; determines training needs and ensures members receive ongoing training.
- Make recommendations concerning the operation of the unit.
- Liaise with other police agencies.
- Performs other policing duties as assigned and required.

IN WITNESS WHEREOF the Parties hereto have caused these presents to be executed, the day and year below mentioned, by their proper officers in that behalf.

EXECUTED on behalf of the Association on the 9<sup>th</sup> day of September in the presence of:

President Secretary VICC LE ROUX PERSEDENT

**Association Member** 

Association Member

**Association Member** 

EXECUTED on behalf of the Board of Police Commissioners on the  $\frac{ll}{l}$  day of September, 2020 in the presence of:

Secretary



members of the Existing Plan will be distributed in an equitable manner among the then members of the New Plan.

- 7. On the Effective Date, the New Plan will be established. All members of the Existing Plan who were accruing benefits under it immediately prior to the Effective Date will become the initial members of the New Plan on the Effective Date, and will accrue benefits under it on and after that date. All eligible employees hired on or after the Effective Date will join the New Plan in accordance with the eligibility provisions of the New Plan.
- 8. <u>The New Plan will be governed by a board of trustees constituted under a trust agreement</u> <u>entered into by the Board and the Association</u>. While the Board will have representation <u>on the New Plan's board of trustees, the trustees appointed by the plan members will</u> <u>have the ultimate responsibility for and control over the New Plan, including the</u> <u>investment of its assets.</u>
- 9. The New Plan will be a target benefit pension plan initially funded by equal contributions of 9.0% of pensionable earnings, as defined by the parties, from each of the Board and the active members resulting in a total combined contribution rate of 18.0% of pensionable earnings. The New Plan will be designed based on an initial margin level of 20% and will contain pre-determined benefit levers (positive and negative) which will be utilized based on the results of the actuarial valuations of the New Plan. The precise array of plan provisions which will give effect to these levers will be jointly developed in finer detail and stress tested but shall be structured so that unless negotiated otherwise the contribution rate for each of the Board and the active members shall always equal 9.0% of pensionable earnings, as defined by the parties. The parties agree the first negative lever that would be initiated will be an increase in Board contributions from 9.0% to 9.5% of pensionable earnings, as defined by the parties. The parties also agree that the second negative lever that would be initiated will be an increase in active member contributions from 9.0% to 9.5% of pensionable earnings, as defined by the parties. Unless otherwise mutually agreed, the parties agree that in the event other negative levers have been initiated in addition to the increase in Board and member contribution rate to 9.5%, those other levers would be reinstated prior to the reduction of the Board's and active member's contribution rate to 9.0%.
- 10. If the New Plan is ever terminated and wound up and has assets in excess of its liabilities after fully providing for all benefits then payable under the New Plan, the New Plan's board of trustees will be entitled to utilize for the further benefit of the New Plan's then members any excess surplus remaining.
- 11. <u>The parties agree to amend their collective agreement(s) and to prepare such other</u> documentation as may be required to give effect to the changes contemplated in this <u>Memorandum of Agreement, including qualifying the New Plan as a "prescribed plan" for</u> the purposes of s. 40(5)(b) of *The Pension Benefits Act, 1992*, which is subject to <u>s. 40(6) of that statute, and as a "specified plan" for the purposes of s. 36.7(1) of *The Pension Benefits Regulations, 1993*. The parties acknowledge that qualifying the New Plan as such a prescribed plan and specified plan will require amendments to *The Pension Benefits Regulations, 1993*, and that these regulatory changes are regulatory changes which the parties must seek and obtain pursuant to paragraph 12 of this</u>

Memorandum of Agreement. The specific amendments to the collective agreement(s) and other required documentation, including the amendments to the Existing Plan and the text and trust agreement of the New Plan, shall be subject to the approval of the parties in consultation with their respective counsel.

- 12. <u>The parties will cooperate to obtain such regulatory approvals and changes as are</u> <u>necessary or desirable to give effect to this Memorandum of Agreement. If any such</u> <u>approvals or changes are not obtained, this Memorandum of Agreement is of no further</u> <u>force or effect.</u>
- 13. If unanticipated impediments to the creation or implementation of the foregoing should arise, the parties agree to apply their joint best efforts to negotiate a mutually satisfactory resolution.

Dated this the 28th day of November, 2014.

Signed on behalf of the Board of Police Signed on behalf of the **Commissioners:** Association: DONS

#### Letter of Understanding

## Between The Saskatoon Police Service ("the Service") and The Saskatoon Police Association ("the Association")

#### Post Employment Court Attendance Expense Allowance

Members who attend court on behalf of the Service on or after the effective date of the member's layoff, resignation or retirement shall, upon application, receive from the Service an unaccountable expense allowance equivalent to three times the then current hourly rate of pay at the 100 index for the purpose of miscellaneous expenses. Such allowance shall be receivable for each day of court attendance regardless of the number of courts attended or appearances made in any one day and regardless of whether or not the applicant actually testified.

Where such members need to prepare packages or exhibits for court (example Identification scenes of crime photo booklets) the member will be paid for preparation time if it is pre-approved. The Chief will decide if the preparation is pre-approved and will determine the amount of time that is pre-approved. Preparation time will be paid at the then current hourly rate of pay at the 100% index.

The onus shall be on the applicant to apply to the Service for the expense allowance by providing a copy of the subpoena to Payroll within 30 days of the date of the court attendance being claimed for.

This agreement shall not be interpreted as re-establishing any type of employer/employee relationship between the applicant and the Service.

This agreement shall apply only to those members who are employed by the Service on or after the signing of this agreement.

Agreed to this 20<sup>th</sup> day of October, 1999 at Saskatoon, Saskatchewan.

Original signed by Dan Wiks on behalf of the Service and John R. McDonald on behalf of the Association.

Agreed to retain this Letter of Understanding within the Collective Agreement dated January 1, 2017 to December 31, 2019.

The Saskatoon Police Service

The Saskatoon Police Association

July 12, 2010

## LETTER OF UNDERSTANDING

#### BETWEEN

## THE SASKATOON BOARD OF POLICE COMMISSIONERS (Hereinafter called "The Employer")

#### AND

# THE SASKATOON POLICE ASSOCIATION (Hereinafter called "The Association")

#### REGARDING

#### **JOB SHARING**

Subject to operational requirements, the Employer may agree to job sharing arrangements with the understanding that no significant additional costs, inconvenience or loss of operating efficiency shall accrue to the Saskatoon Police Service as a result of the job sharing arrangement. A job sharing arrangement is not intended to increase or decrease workload in a position or of any other member. In establishing a job sharing arrangement, it is expected that the regular workload for the position will be maintained.

Any job sharing arrangement will not negatively impact the Service's authorized strength, and any vacancy created by job sharing arrangements will be backfilled. New hires will be made as soon as possible after the job share has been in effect for at least 3 months. Once a job share is finished, the back fill position will be eliminated through attrition.

The responsible Executive Officer for the position affected by potential job sharing arrangements will review the feasibility of requests against operational needs. If approved by the Executive Officer, job sharing requests will also be forwarded to the President of the SCPA for review and approval. The SCPA will provide either written notice of approval, or written notice of rejection, to both the Executive Officer of the SPS and the applicants within three weeks of receipt of the application.

## 1. DEFINITIONS

- **1.1.** Job Sharing exists when two (2) employees are equally sharing duties and responsibilities of one permanent full-time position and are responsible for coordinating their work to fulfill the requirement and duties associated to any full-time position.
- **1.2.** Job Sharing means one-half (1/2) of a permanent full-time position which has been converted to job sharing.
- **1.3.** A permanent full-time position is a position consisting of 2080 work hours in any calendar year. All adjustments will be based on a 2080 hour work year. A year is defined as a calendar year running from January 1<sup>st</sup> to December 31<sup>st</sup>.
- **1.4.** Job sharing will only apply to a full-time uniform position. Special circumstances may be approved on a case by case basis with the agreement of the Chief and the Association.

## 2. JOB SHARING PROCESS

- **2.1.** Employees interested in job sharing must apply by submitting a General Purpose Form to their immediate supervisor and that supervisor will forward the request to Human Resources. The General Purpose form will detail the member's interest in job sharing and describe the job sharing arrangement they would prefer. The onus is on the employee to find a suitable partner with whom to share a job.
- **2.2.** SPS Human Resources, in consultation with the Executive Officer responsible for the job to be shared, will consider all applications and determine whether or not the proposed job sharing arrangement is appropriate and/or operationally feasible.
- **2.3.** All job sharing arrangements must be approved by the Chief of Police.
- **2.4.** If the arrangement is approved, Human Resources shall provide each job sharing employee with a Letter of Understanding setting out the terms of reference and conditions of the arrangement and shall provide the Saskatoon Police Association with a copy of the letter.

## 3. JOB SHARING CONDITIONS

- **3.1.** This job sharing arrangement will commence on the date of signing and will continue for a minimum 3 month term up to a maximum of one year. The job-sharing arrangement shall be reviewed on an annual basis, with both the employer and the job-sharing employees and the Association.
- **3.2.** The Saskatoon Board of Police Commissioners or the Association may withdraw from this Letter of Understanding with 6 months written notice.
- **3.3.** When both permanent employees work in the same unit in preferred positions, a job sharing arrangement may be possible for a full-time position within that unit as long as the job sharing would occur within the minimum and maximum parameters detailed in the job posting.
- **3.4.** A sworn member must have completed five (5) years of continuous service before being eligible to apply for a job sharing arrangement.
- **3.5.** Both members must have achieved and maintained a satisfactory or better rating on their annual performance review.
- **3.6.** Both permanent employees who engage in a job sharing arrangement will be regarded as permanent employees working on a pro-rata basis.
- **3.7.** Permanent full-time employees who have received approval to share a position will retain permanent employee status and will have access to all rights normally available to permanent employees except as modified herein.

## 4. WORK SCHEDULES

- **4.1.** The job-sharing employees shall equally share the work schedule assigned to the full-time position.
- **4.2.** Unique circumstances or requests concerning a job share may be reviewed for each Job Sharing application on a case by case basis as long as those requests fall within the current working agreement.

## 5. EMPLOYEE STATUS/BENEFITS/WORKING CONDITIONS

## 5.1. Seniority

- **5.1.1.** Job sharing partners will maintain all previous accumulated seniority, and will continue to accumulate seniority in proportion to the hours worked.
- **5.1.2.** Seniority for pay, vacation, retirement, promotion and allowance purposes will accumulate in proportion to the hours worked during the job sharing period. At the conclusion of the job sharing agreement, the employee's anniversary date shall be recalculated and seniority shall continue to accrue as normal.

## 5.2. Vacation Credits

**5.2.1.** Annual vacation credits shall be accrued on a pro-rata basis in relation to the full-time hours of the shared position. Job sharing members will draw AL based on current AL rotation.

#### 5.3. Sick Leave/Family Leave Credits

**5.3.1.** Sick leave/Family leave credits shall be earned on a pro-rata basis in relation to the full-time hours of the shared position.

#### 5.4. Statutory Holidays

**5.4.1.** Each person will receive half of the allotted Public Holiday Bank hours if they are on a twelve (12) hour shift and it will be based on the PHB allotment for that specific full-time position. Each person will receive half the available Stat Holiday hours if they are on the ten (10) hour shift or 5-5-4 shift.

#### 5.5. Maternity, Paternity or Adoption Leave

**5.5.1.** If one job-sharing partner goes on maternity, paternity or adoption leave, the other partner has the option of filling the position full-time. If the remaining job-share partner does not want to work full-time, they will be responsible to find another job share partner prior to the maternity, paternity or adoption leave taking place. If they are not able to find a replacement, they will be returned to full-time duties effective the date their job share partner goes on maternity, paternity or adoption leave.

#### 5.6. Overtime

- **5.6.1.** Job-sharing employees shall be paid overtime when daily hours worked exceed the regular scheduled hours in a day or hours worked exceeds an average of 40 hours per week or more than 1040 hours in a calendar year.
- **5.6.2.** No overtime premium shall be paid when two job sharing partners engage in exchange of work information to facilitate the job-sharing arrangement. (eg. Taking time to update each other regarding work related duties or info...)

## 5.7. Group Life Insurance, Pension, Pension Disability

- **5.7.1.** The employer shall pay a prorated share of the premiums for Group Life insurance, Pension and Disability based on each employee's job-share earnings. The premiums paid by the Employer in a job-share arrangement shall not exceed premiums normally paid for one permanent full-time employee and benefits shall be reduced accordingly.
- **5.7.2.** Notwithstanding the above, the job-share employees who wish to maintain their full-time level of group life insurance may buy their normal level of coverage at their own cost.

## 5.8. Worker's Compensation Supplement

**5.8.1.** Both job-sharing employees sharing the position would be entitled to Workers' Compensation Supplement based on their job-sharing earnings.

## 5.9. Wages and Benefits

- **5.9.1.** Each job-sharing employee shall receive wages in the amount of 50% of the salary payable for the full-time position.
- **5.9.2.** Job-sharing employees shall be eligible for pay increments upon completion of the same number of hours required of a permanent full-time employee in the same classified position.

## 5.10. Dental Plan

- **5.10.1.** The dental premiums paid by the Employer in a job-share arrangement shall not exceed premiums normally paid for one permanent full-time employee.
- **5.10.2.** Job-share employees are required to maintain their full-time level of Dental Insurance at their own cost.

## 5.11. Allowances

**5.11.1.** Cleaning and clothing allowance shall be divided equally between the two jobsharing employees and the total cost to the employer shall not exceed what would have been paid to one permanent full-time employee.

## 5.12. Specialty Teams

**5.12.1.** Job-sharing employees shall not be assigned to any specialty team during the term of their job share.

## 5.13. Association Dues and Deductions

**5.13.1.** Association dues and other deductions shall be calculated as if the job-sharing employee were working full-time.

#### 6. TERMINATION

- **6.1.** In the event the Saskatoon Police Service determines a job-sharing arrangement must end, the Saskatoon Police Association will be notified and the participating job-sharing employees shall be given six (6) weeks written notice and reasonable efforts will be made to find suitable positions for them.
- **6.2.** The job-sharing employees shall not be eligible to apply for another position that occurs during the term of the current job-share agreement. They may apply for positions that occur after their job-sharing agreement ends.
- **6.3.** If a job-sharing employee wishes to discontinue the arrangement prior to the planned expiry of the arrangement, he/she shall provide a written notification request to their immediate supervisor. That request of their wish to terminate the agreement will be forwarded to the Human Resources Director. Should the Saskatoon Police Service grant the termination request, the job-sharing employees shall be given six (6) weeks written notice and reasonable efforts will be made to find suitable positions for them.
- **6.4.** If this agreement is terminated and the job-sharing employee(s) is/are not willing to revert to full-time hours, that employee(s) will be treated as having voluntarily resigned his/her position with the SPS.
- **6.5.** At the conclusion of the job-sharing agreement, reasonable efforts will be made to find suitable positions for them.
- **6.6.** At the conclusion of the job-sharing agreement, the job-sharing employee's anniversary date shall be recalculated. The job-sharing employee will revert to full-time status.

This Letter of Understanding entered into this 19th day of December, 2007.

Original signed by Bernie Pannell on behalf of the Service and Stan Goertzen on behalf of the Association.

Agreed to retain this Letter of Understanding within the Collective Agreement dated January 1, 2017 to December 31, 2019, subject to 3.2. Job-Sharing Conditions

Gay Broth

The Saskatoon Police Service

The Saskatoon Police Association

ion

July 12, 2010

#### Letter of Understanding

#### Between

## The Saskatoon Police Service

and

### The Saskatoon Police Association

## Compstat Support Team

In order to address Association concerns regarding the Weekend Support Team doing Compstat directed duties. The Saskatoon Police Service and the Saskatoon Police Association agree to the following:

- That the Saskatoon Police Service creates a Compstat Support Team using a portion of the allowable manpower currently available for the Weekend Support Shift up to a maximum of twelve (12) constables and one (1) Sergeant. The number of patrol officers available to be used for the Weekend Support Team and the Compstat Support Team will not exceed twenty-four (24) constables and two (2) Sergeants in total.
- The Compstat Support Team would be utilized to specifically focus on Compstat operational plans. Permission from the Duty Officer will be required to reassign the Compstat Support Team to regular duties.
   \*\*(Service expectations are in cases of major occurrences whoever is working will respond if required ie patrol, traffic, CID or Compstat support)
- 3. There will be some expectations for Compstat Support Team members to change their shifts and shift changes will be the exception, rather than the norm. Changes to shifts will adhere to the equal shifting concept. **Two** weeks' notice for a shift change will be in effect unless there both parties mutually agree to any proposed shift changes.
  - 4. The Compstat Support Team is a uniform position.
  - 5. Staffing the Compstat Support Team would follow the same seniority based draw process as the annual draw used for the Weekend Support Team.
  - 6. That the Compstat Support Team will adhere to the following 12 hour shifts for the duration of this letter of understanding;

Revised

## Shifting for Compstat Support Team Constables

	<u>Sunday</u>	Monday	Tuesday	Wednesday	<u>Thursday</u>	<u>Friday</u>	<u>Saturday</u>
<u>Team 1</u>				D	D	D	
<u>Team 2</u>				N	N	N	N
Team 1			D	D	D	D	
Team 2					N	N	N
Team 1				N	N	N	N
Team 2		-		D	D	D	
Team 1				1	N	N	N
Team 2			D	D	D	D	

\*\*\* Compstat Support Constables will consist of two (2) teams of six (6) constables.

	Sunday	Monday	Tuesday	Wednesday	<u>Thursday</u>	<u>Friday</u>	<u>Saturday</u>
Week 1	к -			D1	D1	D1	
Week 2				D1	N2	N2	N2
Week 3				N1	N1	N1	N1
Week 4				D2	D2	D2	
Week 5				D1	D1	D1	
Week 6				D2	D2	D2	
Week 7		<u></u>	Manager	D2	N1	N1	N1
Week 8				N2	N2	N2	N2

## Shifting for Compstat Support Team Sergeant

Compstat Support Team shift start times for the Compstat Sergeant and the Compstat Constables will be 06:00 hrs on Dayshifts and 15:00 hrs on Nightshifts.

7. That Weekend Support Shift reverts to the focus that was negotiated when the Weekend Support Shift was formed. They will be used to support Platoon Patrol numbers in order to address higher patrol call loads normally experienced Thursday – Saturday of each week.

Weekend Support Shift members will conduct general patrol duties under the direction of the respective Shift Commander. Weekend Support Shift members will be assessed and directly supervised by the Weekend Support Shift Sergeant.

- 8. The Weekend Support Sergeant will revert to the shift developed when the weekend support shift was first introduced which is the same shift as the Compstat Support team Sgt.
- 9. The Two Sergeants will enter the schedule offset by 4 weeks, (if Compstat Support Sergeant is in week 1 on the schedule the Weekend Support Sergeant will be in week 5)

10. This Letter of Understanding applies from July 12, 2010 to March 31, 2013. Both sides must agree to any extension or continuation of this agreement past the end of March 31, 2013.

Agreed to retain this Letter of Understanding within the Collective Agreement dated January 1, 2017 to December 31, 2019.

Two weeks' notice for a shift change will not take effect until six weeks after ratification has been signed.

Dated this 12<sup>th</sup> day of July, 2010

The Saskatoon Police Service

The Saskatoon Police Association

# ORIGINAL

#### Letter of Understanding

#### Between

#### The Saskatoon Police Service

and

#### The Saskatoon Police Association

## TRAFFIC SECTION COMPOSITION

#### Both parties agree to structure assignments within the Traffic Section as follows;

#### **Traffic Section Composition**

A member must apply for and be accepted into the Traffic Section as a Traffic Enforcement Constable in order to pursue a position as a Hit & Run Investigator or a Collision Analyst.

We agree that the Traffic Section encompasses Traffic Enforcement, Hit & Run and the Collision Analyst positions.

#### **Traffic Enforcement Constables**

The entry level position in Traffic is Traffic Enforcement and officers in this position are responsible for traditional Traffic duties that primarily focus on enforcement and general accident investigation. A member assigned as a Traffic Enforcement Constable would be allowed to remain in the Traffic Section for period of three (3) to five (5) years.

#### Hit & Run Investigators within the Traffic Section

Once a member is assigned to traffic, if interested they would be assigned by seniority to work as a Hit & Run investigator for a minimum of two (2) years. No member will be allowed to exceed the maximum of five (5) years within the section, even if that limits a member's time as a Hit & Run Investigator. Seniority will be based on the member's seniority within the SPS.

Once a member is assigned as a Hit & Run investigator their primary full time function would be to work as a Hit & Run Investigator.

In the event senior members chose not to work Hit & Run, the most junior member (s) would then be assigned to fulfill the Hit and Run positions for a minimum of two (2) years.

Time spent as a Hit & Run Investigator would count toward the minimum / maximum time that a member is allowed to spend within the Traffic Section. A member assigned as a Traffic Enforcement Constable and/or Hit & Run Investigator would be allowed to remain in the Traffic Section for period of three (3) to five (5) years.

## **Collision Analyst within the Traffic Section**

Once a member is assigned to the Traffic Section, they would be able to express an interest in taking Collision Analyst courses that would go toward qualifying them for them for the position of Collision Analyst.

Once a member is assigned as a Collision Analyst, their primary full time function would be to work as a Collision Analyst.

Traffic Section members with the required Collision Analyst training would be allowed to move into a vacated Collision Analyst position based on their seniority within the SPS.

Time spent as a Collision Analyst would count toward the minimum / maximum time that a member is allowed to spend within the Traffic Section. A member assigned as a Collision Analyst would be allowed to remain in the Traffic Section for a total period of up to a maximum of ten (10) years.

## Implementation of this agreement

Current Traffic Section, Hit & Run and Collision Analyst Constables will have their time in their current positions applied to the principles and parameters as set out in this agreement.

In closing, it is not the intent of either party to have current members be assigned to a second term in any of the above positions they may have occupied in the past.

Signed this 29 day of September 2011

for The Saskatoon Police Service

olide Association

Letter of Understanding

#### Between

The Saskatoon Police Service

and

#### The Saskatoon Police Association

#### ADDITIONAL READER SERGEANT POSITIONS

In order to address the issue of Hours of Work as proposed for the two new Reader Sergeant positions, both parties agree to the following:

- 1. That the Saskatoon Police Service creates two additional Reader Sergeants positions into the Organizational Chart.
- 2. That the twelve (12) hour shift will be applicable to these two positions as per article 4 d) of the current collective agreement.
- 3. The work schedule for these sergeants shall be four (4) consecutive day shifts starting at 0600 hours to 1800 hours, the one position to overlap with A and D platoons, and the second with B and C platoons.
- 4. Following the completion of each four (4) working days, there shall be a period of four (4) days off when these sergeants shall not be required to work.
- 5. The remainder of the stipulations in article 4 of the collective agreement dealing with "Hours of Work" will apply.

This specific shift will ONLY be applicable to the two positions mentioned in this Letter of Understanding and will not apply to any other position in the Organizational Chart of the Saskatoon Police Service.

This LOU will be reviewed at the end of the current working agreement.

This LOU expires on March 31st, 2013.

Signed this 14th day of June 2012

hé Saškatoon Police Service

Stan Goe

The Saskatoon City Police Association

#### Letter of Understanding

#### Between

#### The Saskatoon Board of Police Commissioners

And

#### The Saskatoon Police Association

#### CANINE SECTION COMPOSITION

Both parties agree to the following:

#### CANINE SECTION COMPOSITION

A member must apply for the position of Canine Constable and successfully complete the Canine Section Quarry Course prior to being accepted into the Canine Section as a potential dog handler.

The Canine Quarry Course was a mutually agreed upon process by the Saskatoon Police Service and the Saskatoon Police Association in 2014 that recognizes the physical nature of the position of Canine Constable.

The canine section includes one (1) Canine Sergeant and eight (8) Constables. The Canine Sergeant is typically responsible for being both the "evaluator" and "trainer" as outlined in the Saskatchewan Police Commission Standard For Police Service Dogs (2005).

In recognition of the standards for police service dogs as prescribed by the Saskatchewan Police Commission, the position of Canine Constable will be for a **minimum of three (3) years and a maximum of nine (9) years**. Constables shall not exceed nine (9) years of service in the Canine Section.

The applicable section from the *Saskatchewan Police Commission Standard for Police Service*. *Dogs* (2005) is found at pages 7 and 8. The section reads as follows:

Evaluators are typically course trainers or other individuals with canine-trainer experience...

...

... evaluators selected for this standard will have met all of the following criteria:

- Written authorization from the member's Chief of Police or designate if candidate is a current member of a police service (to be presented during the apprenticeships and retained in the member's police service personnel file).
- 2) Minimum five years' experience as a (general-purpose) police canine handler.
- At least one year as a (general-purpose) police canine trainer for their police service or - at least eight years experience as an operational canine handler and has been certified for duty with at least two general-purpose service dogs.
- Has completed apprentice evaluations involving at least five handler-dog team candidates (general-purpose).
- Minimum three years operational experience as a detection-dog handler for certification of detection-dog teams.
- 6) <u>Exception</u> Experience detection-dog handlers with no "general-purpose" experience may be evaluators for the detection profile only, if they have apprenticed at the evaluation of at least three detector-dog teams.

#### Implementation of this Letter of Understanding

Current Canine Section Constables will have their time in their current positions applied to the above principles and parameters as set out in this agreement, with the following exception:

Current Canine Constables who have already exceeded five (5) years as a Canine Constable on December 31<sup>st</sup>, 2015 will be allowed to remain within the Canine Section until the end of the workable life of their current police service dog.

This Letter of Understanding is to be effective January 1, 2016.

Signed this 16 day of November 2015 For The Saskatoon Police Association For The Saskatoon

For The Saskatoon Board of Police Commissioners

**Memorandum of Agreement** 

#### Between

## The Saskatoon Police Service

and

#### **The Saskatoon Police Association**

(hereinafter referred to as "the parties")

#### PATROL STAFFING CALL-OUT PROCEDURES

["Watch Commander's Call-out List"]

WHEREAS the parties entered into this Agreement on November 16, 2015 to formalize the call-out process for additional staffing within the Patrol Division

AND WHEREAS the above Agreement was added to the Collective Agreement covering the period from January 1, 2017 to December 31, 2019

AND WHEREAS the parties now wish to amend this Agreement

NOW THEREFORE the parties agree to the following:

For the purpose of this agreement the procedures will be divided into planned events and emergent events.

In this agreement the expression

"planned events" shall mean where the Watch Commander has pro-actively evaluated staffing levels in relation to a future shift and activated the procedures within this agreement to increase the staffing levels for that pre-determined future date

"emergent events" shall refer to where, due to emergent circumstances, there is an immediate need to increase the staffing levels of a current shift. This differs from planned events where the call-out will happen on a future, determined date.

## A. PLANNED EVENTS

## Eligibility

Call-out is strictly voluntarily and all non-probationary Constables who are assigned to **the twelve (12) hour shift rotation within** the Patrol Division need to sign up to be on the call-out list ("<u>A-list</u>"). Members that signed up are required to provide specific training information that will be included on the list (for example intoxilyzer operator or drug recognition expert).

The formulation of the initial call-out list will be based on seniority.

At the beginning of each New Year, a new list will be formulated again.

Sergeants (and Constables in a preferred position) are not eligible to sign up for this call-out.

Members must ensure that they have eight (8) consecutive hours of rest between the end of the posted hours for any Call-Out assignment and the commencement of their next scheduled shift (or training) and/or eight (8) consecutive hours of rest prior to commencing a Call-Out assignment after completing their regularly scheduled shift (or training)". Prior to sign up, members are required to confirm that they will have met the above criteria prior to the Call-Out assignment.

## B. EMERGENT EVENTS

Where the Watch Commander is presented with "emergent events", the Activation procedures as spelled out below will still be followed in conjunction with the Duty Officer, to increase the immediate capacity of members on duty.

However the following criteria will apply:

## Eligibility

Call-out is strictly voluntarily and <u>all non-probationary Constables</u> within the Service may sign up to be on this call-out list ("<u>B-list</u>").

The formulation of the initial call-out list will be based on seniority.

At the beginning of each New Year, a new list will be formulated again.

All Constables, regardless of current assignment, are eligible to sign up for this call-out provided the Member is fully qualified on all use of force items, knows how to use the Mobile Work Station, is trained on the In-Car Camera System, and meets the uniform groom standard.

Staff Sergeants and Sergeants are not eligible to sign up for this call-out.

Due to the nature of emergent events the rules regarding time off since the last regular shift or after the last call-out shift, or in relation to the duration of the call-out shift will not apply.

## Administration

The administration of both of the above call-out lists will be done by the **Special Events Coordinator**. The lists will be accessible on the Public Drive.

The call-out of members will be done in **seniority** order **from the initial call-out master lists**. (A-list or B-list, whichever is applicable).

The Communications Sergeant (or his/her designate) will follow the rotation as listed in the order that members are placed on the applicable call-out list.

If a member accepts a call-out **shift**, that member will move to the bottom of the call-out list, **and will not be allowed to accept a subsequent shift without first moving through the order of the list**. In the event that a member **declines a call-out**, or cannot be contacted or reached, they retain their position on the list. If specific training requirements are needed (for instance a need for an intoxilyzer operator), a member on the call-out list may be passed over in order to arrive at a member with the training that is required.

The Special Events Coordinator is the only person allowed to manipulate the order on the list, and this will occur on the first work day following an approved call-out after receiving relevant notes from the Communication Sergeant (or designate) that outline details of each successful call-out.

Acting Sergeant positions will be identified and filled from within the ranks of the current shift, prior to the call-out procedures being activated, regardless of it being a planned event or an emergent event. For this reason, constables being called out will not be assigned in a higher paying position (i.e. will not be acting) regardless of their seniority or position on the current promotion list. This will still be applicable in the case of emergent events where the B-list is activated.

In case of a planned event, after a member was called and accepted a call-out shift and the circumstances changes, resulting in the cancellation of the call-out, the following shall apply: if cancellation occurs within 24 hours of the start of the call-out shift, the member is entitled to 4 hours call-out pay. If the cancellation of the call-out happens more than 24 hours prior to the start of the call-out shift, no compensation will be provided.

#### Activation

The Watch Commander will evaluate staffing levels as calculated according to the Platoon Constable Deployment Form (SP2-230).

When staffing levels fall **within** the range of **20-24 constables**, the watch commander **shall consult** the Duty Officer to discuss staffing levels prior to activating the Patrol Staffing Call-out Procedure.

When staffing levels fall **below** the range of 20-24 constables, the Watch Commander **shall notify** the Duty Officer that the Patrol Staffing Call-out Procedures **are being activated**.

The Watch Commander will direct the Communications Sergeant to call out the required number of members to ensure staffing levels reach the required amount of members.

#### Implementation:

This Memorandum of Agreement shall take effect immediately after signing by both parties.

The parties may agree to extend this Agreement by adding it to the Collective Agreement at the next round of Collective Bargaining.

Signed this 9<sup>th</sup> day of September, 2020.

SASKATOON POLICE ASSOCIATION

SASKATOON POLICE SERVICE

## LETTER OF JOINT COMMITMENT

#### Between

#### Saskatoon Board of Police Commissioners

and

#### Saskatoon Police Association

WHEREAS the Saskatoon Police Association and the Saskatoon Police Service have a common interest in ensuring the citizens of Saskatoon are safe and secure;

AND WHEREAS the Saskatoon Police Services budget constitutes a significant component of the City's annual operating budget, for which the public holds Saskatoon City Council accountable;

AND WHEREAS the Saskatoon Board of Police Commissioners considers efficiency a strategic priority;

AND WHEREAS the Board of Police Commissioners initiated an operational review in 2015 that was released on May 17, 2018;

AND WHEREAS we recognize the Saskatoon Police Association as a partner in finding opportunities for effective and efficient service delivery;

AND WHEREAS the Saskatoon Board of Police Commissioners, the Saskatoon Police Service and the Saskatoon Police Association consider the mental health and well-being of the employees as a priority;

THEREFORE BE IT RESOLVED THAT:

- 1. The Saskatoon Police Association and the Saskatoon Police Service agree that work/life balance, mental health and the well-being of the employees will be factors when considering operational changes or new initiatives implemented by the Saskatoon Police Service.
- The Saskatoon Police Association agrees to participate in discussions and planning related to sustainability and efficiency of services provided by the Saskatoon Police Service; and
- The Saskatoon Police Association agrees to work with the Saskatoon Police Service to effectively implement other strategies that will help to mitigate the increasing cost of services and/or improve the efficiency of service through the introduction of economies of scale, collaborations and/or alternative service delivery models.

Resigned this the 9th day of September, 2020

SASKATOON POLICE SERVICE

SASKATOON POLICE ASSOCIATION

#### Letter of Understanding

#### Between

#### The Saskatoon Police Service

And

## The Saskatoon Police Association

IMPLEMENTATION OF THE ALTERNATIVE SERVICE DELIVERY POLICING MODEL

The Saskatoon Police Service and the Saskatoon Police Association agree to form a Joint Committee to discuss the implementation of an Alternative Service Delivery Policing Model.

The Alternative Service Delivery Policing Model is intended to assist the Police Service and supplement the duties performed by Police Officers and staff members and is not intended to reduce the compliment of Police Officers or staff members or replace Police Officers or staff members.

The primary purpose of the Alternative Service Delivery Model is to assist the Police Service in preventing crime and enhancing public safety in the community through:

- 1. Being a visible presence to promote safety and security in areas throughout the City of Saskatoon;
- 2. Building relationships between the Police Service and the community;
- 3. Permitting greater opportunity for Police Officers to concentrate on core policing duties.

Signed this the 9th day of September, 2020.

FOR THE ASSOCIATION:

SASKATOON POLICE SERVICE:

Letter of Understanding

Between

## The Saskatoon Police Service

And

## The Saskatoon Police Association

**RECLASSIFICATION** of select positions

1. The Saskatoon Police Association acknowledges that for the efficient operation of the Saskatoon Police Service, it is appropriate to reclassify Sergeant positions in the areas listed below:

Communications (4 positions) ViClas (1 position)

- 2. The parties agree that adequate provisions in regard to alternative assignments for those members currently occupying the above positions, and displaced through reclassification, will be made.
- 3. There will be no reduction in the number of Sergeant positions as a direct result of this staff transition.
- 4. The parties agree to fill the Communication Special Constable Supervisors using an agreed upon promotion policy for special constables.
- 5. It is agreed that the ViClas Special Constable position will be filled on a three (3) year to five (5) rotational basis.
- 6. It is agreed that the rates of pay for the positions are as set out below:

ViClas Special Constable will be paid at the Special Constable I

Communication Special Constable Supervisor will be paid new Special Constable III.

Special Constable III		
Prob (1st 6 months)	1	68
Prob (2nd 6 months)	2	75
2nd Year	3	84
3rd Year	4	90
4th Year	5	95
5th Year	6	100
10th Year	7	102
17th Year	8	105

Renumber current Special Constable III to Special Constable IV.

- 7. Employees who are successful in obtaining the position of Communication Special Constable Supervisor will be placed on the new Special Constable III pay grid at the index one higher than their current Special Constable I index and will have any further increases applied on a step to step basis.
- 8. This agreement is effective January 1, 2021.

Signed this the 9th day of September, 2020.

FOR THE ASSOCIATION:

SASKATOON POLICE SERVICE:

## **Memorandum of Agreement**

## Between

## The Saskatoon Police Service

#### and

## **The Saskatoon Police Association**

## (hereinafter referred to as "the parties")

## TACTICAL SUPPORT UNIT (TSU) TRANSITIONAL AGREEMENT

WHEREAS both parties hereby agree to create a Tactical Support Unit (TSU) on January 1, 2021

WHEREAS the new TSU will consist of full-time Constable assignments as well as members assigned to assist in a part-time, collateral fashion.

THEREFORE the purpose of this Agreement is to detail the orderly transition from a previous part-time TSU to a new (hybrid) Tactical Support Unit that will create permanent full-time constable assignments to fulfil the duties of the Tactical Support Unit Constables. Both parties therefore agree to the following:

## 1. Shifting

- 1.1 The Parties agree that the members of the Tactical Support Unit (TSU) will adhere to the 12hour shift schedule as outlined in article 58 (b) of the Collective Bargaining Agreement.
- 1.2 The provisions in article 8 d) of the Collective Bargaining Agreement pertaining to the Public Holiday Bank, as well as all other 12-hour shifting provisions and rules shall apply to the members assigned to this unit.

## 2. Composition

- 2.1 Assignment to the TSU will be a preferred Constable assignment as per Article 15 of the Collective Bargaining Agreement.
- 2.2 That the Saskatoon Police Service creates the new position of Tactical Support Unit Supervisor and the parties agree that the appropriate rank for this position shall be that of Sergeant. As of January 1, 2021 two Tactical Support Shift Sergeants will be assigned to supervise the constables assigned to this unit as outlined in article 58.
- 2.3 That the Saskatoon Police Service creates the new position of Tactical Support Unit Constable and the parties agree that the appropriate rank for this position shall be that of Constable. As of January 1, 2021 seven Tactical Support Unit Constables will be assigned to each of Team 1 and Team 2.

Before the date of implementation, the Saskatoon Police Service will finalize the Specific Job Descriptions for the above positions and will jointly review it with the Saskatoon Police Association to adhere to Article 3 of the Collective Bargaining Agreement.

2.4 The total TSU compliment may exceed the 16 above full time members. Since the unit will operate on a hybrid model, additional part-time, collateral members of up to eight (8) in total to augment the above full time members may be identified. These part-time members will have fulltime assignments elsewhere within the Service and may on occasion, when operational need requires, be called to fulfill any of the duties of a Tactical Support Unit operator.

## 3. Transitional Issues

Both parties agree that to maintain operational readiness to respond to high risk and volatile situations in a timely manner, a transitional period is required to transform from a voluntary part-time unit to a structure that follows the normal annual preferred constable process. In order to facilitate this transition, the parties agree to the following:

3.1 The transition period will start with the year 2021, which will be considered a transitional year. This will be followed by several years (starting in 2022) in which the "grandfathered-in" operators will gradually rotate out and be replaced by constables during the annual preferred constable selection process.

## "Grandfather clause"

- 3.2 On January 1, 2021 the current part-time team of Tactical Support Unit operators will all be assigned to the new <u>full-time</u> TSU Team 1 and 2. These members will be referred to as the group of "*grandfathered in*" operators. This will exclude those members that are occupying a preferred constable position on December 31, 2020. These latter members will automatically be assigned to the new <u>part-time</u> TSU compliment.
- 3.3 A member assigned as a Tactical Support Unit constable shall be allowed to remain in the unit for a period of three (3) to nine (9) years provided that the member maintain the annual minimum testing standards that may include physical ability and weapon efficiency requirements. These parameters will start to apply to all new operators that successfully compete from 2022 and onward. The above parameters will <u>not</u> apply to the "grandfathered-in" operators, whose minimum and maximum commitments may be shortened in duration.
- 3.4 To be considered as a "Category One"-candidate pursuant to the Preferred Constable Selection Process, a member will have attained first class status <u>and</u> five (5) years of service with the Saskatoon Police Service. (*This does not apply to the "grandfathered-in" operators*).
- 3.5 i) In the event that the initial "grandfathered-in" group of sixteen (16) includes more than two sergeants, the Saskatoon Police Service will assign two (2) of them into the positions of Tactical Support Shift Sergeants (Team 1 and Team 2). The parties agree that the normal rank for Tactical Support officer shall be that of Constable. The Saskatoon Police Service may allow any additional sergeants in the initial group to retain their position within the TSU. Any such members in an over-rank position will maintain their status as sergeants and will receive all the benefits associated to the higher rank. However, those members that are over-ranked will be the first to transition out from the Unit, starting with one member on January 1, 2022, and the next over-ranked member no later than January 1, 2023.

- ii) No further over-ranking will be allowed. If, in subsequent years, a Tactical Support Unit Constable gets promoted, he will vacate his position and will be replaced through the normal competition process.
- 3.6 i) The first preferred constable selection process for candidates interested in a position within the TSU will be for the 2022 annual competition, where the top candidate selected will replace the first over-ranked sergeant on January 1, 2022.
  - ii) During this selection process the parties agree that the unsuccessful candidates will be ranked following their final results within the competition. This ranking will be used to designate additional members for the part-time, collateral team members, whom will join the initial group of <u>part-time</u> members that had occupied preferred constable positions on January 1, 2021. The Saskatoon Police Service may designate a number of part-time members to join the team; however the total compliment of TSU (full-time and part-time) may not exceed 24 members in total.
  - iii) Constables will be designated to the Tactical Support Team (<u>part-time</u> component) for one calendar year at a time. This designation is not a full time assignment; therefore, time as a collateral member does not count for the minimum or maximum years as set out in the parameters above. Any of these collateral members will have to apply again and compete in a subsequent competition to either be assigned as a full time team member or retain their position on the part-time team. Those members as such designated, shall be permitted to apply as a category one candidate for any other preferred constable position during the year, without any waiting period. If successful, they may finish the year as a part-time member, at which point they will be replaced subsequent to the following years competition process.
    - iii) If a permanent vacancy arises in any of the full-time positions (through promotion, retirement or other), the highest placed collateral member, based on the current year's standing list, will move into the vacant position without running a new competition. There is no expectation that the Service is obligated to replace that member on the part-time list until the next annual competition.
- 3.7 i) The transition period will continue with another competition process to find one replacement on January 1, 2023. This will be for the second over-ranked sergeant from the initial group, if not yet replaced sooner.

10110103.		
Year	Number of Operators to be replaced	Notes
2021	None	Transitional Year
2022	One (1)	Over-ranked member first
2023	One (1)	Any remaining over-ranked member, if still not replaced by other means
2024	Two (2)	
2025	Two (2)	
2026	Two (2)	
2027	Two (2)	
2028	Two (2)	
2029	Two (2)	This should be the final year for replacing any remaining "grandfathered-in operators, unless they had already been replaced through other means (promotion, retirement or other)

ii) The parties hereby agree to the following schedule to replace the "grandfathered-in" group as follows:

iii) After the initial over-ranked members had been transitioned out, the order will be based on the members' amount of years with TSU on January 1, 2021. A list will be compiled that will identify each "grandfathered-in" member's transition-out date, starting with the member with the longest time in the unit.

## 4. **Preferred Constable Process**

4.1 All the normal rules and provisions related to Preferred Positions as per article 15 of the collective bargaining agreement, as well as the annual Memorandum of Agreement in relation to the Preferred Constable Selection Process shall apply to the constables in the new Tactical Support Unit. This includes the provision that a member having been assigned a preferred position may not be assigned a second time to that same preferred position, and is not the intent of either party to have current members be assigned to a second term as a Tactical Support Unit Constable

(For further clarification: A member that had transitioned out of the TSU will not be allowed to serve for a second time, including time on the part-time team. This will defeat both parties' understanding that the designated part-time team will act as a stepping stone for the eventual full-time positions, and only if there is an insufficient number of candidates will a former operator allowed to return as a collateral member)

4.2 As a result of this Agreement the following revisions will be made to Appendix A: Preferred Constable Years of Service Parameters which will be attached to the relevant annual (2022) Preferred Constable Selection Process: The following position will be added:

Tactical Support Unit (TSU) Constable

As stated above in paragraph 3.4 the minimum eligibility requirements for this position shall be First Class Constable with a minimum of five (5) years of service with the Saskatoon Police Service.

This position will also be listed in Group One of the Appendix (waiving right to promotion for three years)

## The Normal Competition Process

- 4.3 Both parties agree that an annual written examination will be developed and submitted to the Saskatoon Police Association in advance for approval. The Association will be present to review the scoring of this written exam. The written examination will be weighted at 30% of the final mark
- 4.4 The Saskatoon Police Service agrees to develop a practical assessment component to evaluate potential candidates in areas such as but not limited to physical fitness, firearms proficiency/qualifications (including other use of force options), barricaded persons, rapid deployment, hostage situations, vehicle/tubular assaults, breaching, rappel, or other. The assessment will include objective scoring criteria to allow for candidates to be marked in each component. The Saskatoon Police Association will have the right to be present to review the practical assessments of candidates to ensure fairness. The parties agree that the practical assessment will be weighted at 70% of the final mark.
- 4.5 The parties agree that a "Team Leader" designation is based on expertise within the team and will be an operational assignment by the Shift Sergeants. Such a designation is not based on a position or rank and is not subject to review by the Association.

## 5. Implementation of this Agreement

- 5.1 This Memorandum of Agreement shall take effect January 1, 2021.
- 5.2 In the event that either party wishes to withdraw from this Agreement, they need to provide 90 days' notice.
- 5.3 Once signed, this Agreement will form part of the Collective Bargaining Agreement

## Signed this the 9th day of September, 2020.

FOR THE ASSOCIATION:

SASKATOON POLICE SERVICE:

## MEMORANDUM OF AGREEMENT

## Between

## The Saskatoon Police Association

#### And

## The Saskatoon Board of Police Commissioners

## **RE: PART-TIME POSITION PROGRAM**

The Part-time Position Program (the "Program") is a patrol-focused, reduced hours of work program. This position, unlike Job-Sharing, does not require the member to split one full-time position with another member, but rather, to engage in an individual agreement to work less than full-time hours. The member will agree to work either 50% of a full-time position or 75% of a full-time position. The exact amount of hours will then be pro-rated based on a full-time position being 2080 hours.

The parties agree that there shall be a trial period of one year from the date of ratification. On a quarterly basis and at the conclusion of the one year trial period, both parties will review the Program, with the final renewal decision resting with the Chief of Police. If it is agreed to renew the program any required adjustments will be mutually agreed upon by the Chief of Police and the Saskatoon Police Association.

At this time, only a **A** maximum of four (4) patrol members can participate in the Program, with only one from each platoon. Members who are interested in working part-time during the trial period must express their interest within 30 days from the date of ratification of this agreement. The participants involved in the program will be selected by way of a random draw. If the Program continues beyond the one year trial period, then interested members must advise in writing to Human Resources of their desire to work part-time by August 31 of the year preceding their part-time work arrangement.

Unless otherwise specified in this Addendum, the Articles of the Collective Agreement shall apply to members engaged in the Program.

#### **INTERPRETATION:**

"Part-time" shall mean 1560 hours per year (75%) or 1040 hours per year (50%).

## **GENERAL PROVISIONS:**

The following "General Provisions" shall apply to all part-time members:

a) In order to be eligible to apply for the Program, the member must hold a minimum rank of First Class Constable and have received satisfactory or better job performance reviews in previous years. The Constable must be in Patrol and not in a Preferred Constable position. For clarity, the Program is not available to any other rank in the organization except Constables.

- b) A member will not be eligible for the Program if they are part of the following specialty teams: Explosive Disposal Unit (EDU), Tactical Support Unit (TSU), Crisis Negotiation Team (CNT), Public Safety Unit (PSU), Critical Incident Stress Management (CISM). Members who are Firearms, Defensive Tactics or CEW Instructors may continue to instruct however only on a pro-rated basis. Certain exceptions may be made on a case by case basis at the discretion of the Superintendent of Patrol.
- c) The member will also not be eligible for the Program if they are currently suspended.
- d) Eligible members may apply in writing to the Director of Human Resources for approval by submitting a General Purpose form. The complete application procedure and requirements shall be outlined in SPS Policy and Procedure.
- e) Seniority entitlement for pay, vacation, retirement, promotion and allowance purposes will be pro-rated according to the member's reduced hours of work. At the conclusion of the member's participation in the Program, the employee's anniversary date shall be recalculated and seniority shall continue to accrue as normal (i.e.: Member at 75% will accrue .75 of a year seniority during one full year of employment).
- f) If promoted to a higher rank, the member is not eligible to re-enter the Program.
- g) If the Program is extended beyond the initial one year trial period, the A member will be required to re-apply to remain in the program **in a following year(s)**.
- h) Mandatory training will be considered additional to the base hours required to be worked. Requests to participate in additional training will not be unreasonably withheld. The parttime member is to be time balanced for the additional mandatory training hours.

The following modifications to the Collective Agreement apply to members participating in the Program:

Article 1 INTERPRETATION

"Part-time" shall mean 1560 hours per year (75%) or 1040 hours per year (50%).

Article 4 HOURS OF WORK

Upon engaging in the Program, the member will agree to work either 50% of a full-time position, or 75% of a full-time position per pay period, with equal shifting. The exact amount of hours for a 50% position will be 1040 hours per year and 1560 hours per year for a 75% position.

As the part-time member will be assigned to a platoon, his/her shifts will fall within that platoon's working schedule; the shift rotation however, will differ from the current full-time rotation of two day shifts, followed by two night shifts.

The part-time member will consult with his or her Watch Commander to establish a consistent rotation which must reflect equal shifting.

Collectively the part-time member and the Platoon Watch Commander will create an annual shift schedule which must be respected in the same manner as the regular Platoon Calendar. The shift rotation will ensure that the part-time member is scheduled to work both holidays and weekends as they fall within the set rotation.

The part-time member will work 12-hour shifts. Shifts will begin and end at the same time as the remainder of the Platoon. Day shifts will be from 0600hrs - 1800hrs or 0700hrs - 1900hrs; night shifts will be from 1800hrs - 0600hrs and 1900hrs - 0700hrs.

It is the discretion of the Watch Commander as to the specific shift rotation of the part-time Constable so long as there is equal shifting and that the member works the set number of hours formally agreed upon in their contract.

The part-time member's "weekly leave" shall be considered the days off which the member has formally submitted on their annual shift schedule at the beginning of the contract (For court attendance on weekly leave, see Article 7 of this Addendum).

The regular work week is from 0000 hours on a Monday morning to 2359 hours the following Sunday evening.

Article 5 OVERTIME

Overtime, as is described in Article 5 of the Collective Agreement, shall apply when a part-time member is required to work in excess of their scheduled 12-hour shift.

#### Article 6 CALLOUT

A part-time member shall be excluded from the regular Patrol callout list for extra duty.

If however, the part-time member is required to be called out due to a particular ability/training they possess (i.e., DRE, Breath Tech, Translator, etc.), the member shall be granted call out pay as per the provisions in Article 6.

## Article 7 COURT ATTENDANCE

When a part-time member receives a Court Notice for a date which falls on their Platoon's regularly scheduled shift and that the part-time member is scheduled to be on weekly leave, the member must immediately notify their Watch Commander. Upon notifying their Watch Commander, the member must then switch their Shift in order to work the date on which the Court Notice is set. The member will not receive compensation pay, but will simply work alternate dates for that shift rotation.

If a part-time member receives a Court Notice within four weeks of a date which falls on their Platoon's regularly scheduled shift and that the part-time member is scheduled to be on weekly leave they will be entitled to compensation as detailed in Article 7 of the Collective Bargaining Agreement if the member is unable to switch their shift.

## Article 8 PUBLIC HOLIDAYS

Part-time members will have their Public Holiday Bank pro-rated based on the hours allotted to a full-time member in the same position. The mandatory time off will also be pro-rated.

Article 9 SPECIAL DUTY

Members will not be eligible for Special Duty, with the exception of major events subject to approval by the Superintendent of Patrol.

## Article 10 VACATION LEAVE

Annual vacation credits shall be accrued on a pro-rated basis in relation to those accumulated for a member working full-time hours.

Pursuant to Article 10, section d), a full-time member who has five (5) years of service will be granted one (1) additional week of vacation when his vacation leave is taken between October 1 and March 31. Part-time members with five (5) years of service shall also be eligible for the extra vacation credit which will be pro-rated based on hours of work. (For example, a five-year member working part-time at 50% will accrue an extra 20 hours of off-season vacation leave.)

If a member is returning from a maternity leave with a full vacation accrual from the previous year, the member will be required to use up the prior year's accrual prior to returning from maternity leave (For example, the member must not have 2 years of holiday accruals in their bank and then request to go part-time).

#### Article 11 RATES OF PAY

Rates of pay for part-time members will be pro-rated based on the full-time pay scale outlined in Schedule "A" of the Main Collective Agreement.

Part-time employees shall be eligible for pay increments upon completion of the same number of hours required of a permanent full-time employee in the same classified position (i.e.: a part-time member advancing from 1<sup>st</sup> Class Constable to 10 year Class Constable will be required to work 2080 hours).

## Article 15 PREFERRED POSITIONS

A part-time member is eligible to compete for a preferred position however a member must have concluded their participation in the Program to fill a preferred Constable position. A member is not eligible to participate in the Program while in a preferred position.

## Article 17 PROMOTION POLICY AND PROCEDURE

A part-time member is eligible to participate in the promotion process however a member must conclude their participation in the part-time program if promoted.

#### Article 21 SICK LEAVE

Sick leave/family leave credits shall be earned on a pro-rated basis in relation to hours allotted to a full-time member.

## Article 25 BOOT, MITT, GLOVES, SOCKS AND CLEANING EXPENSES

A full time member's cleaning expense allowance of \$340.00 annually shall be pro-rated based on the part-time member's reduced hours.

The employer shall provide the member with a minimum of three (3) pairs of socks and a choice between one (1) pair of gloves or mitts. Should the member require additional outfitting, the

member shall obtain a requisition from his Watch Commander to receive supplies on an asneeded basis.

As per Article 25, b) the member shall have their boots and/or shoes replaced on an as-needed basis. The boot allowance shall not be pro-rated for part-time members as the member's boots do not necessarily require replacing annually. Since such allowance cannot be carried over from one year to the next, the boots will be replaced on an as-needed basis to a maximum of one boot allowance per two calendar years while participating in the Program.

## Article 27 MAINTENANCE OF MEMBERSHIP

Part-time members will remain members of the Saskatoon Police Association and therefore will pay full Association dues while participating in the part-time program.

Article 30 LEAVE OF ABSENCE WITH PAY – MARRIAGE/COMPASSIONATE LEAVE

Provisions of this Article apply for a part-time member who requests a leave of absence with pay from previously scheduled hours.

Article 39 & 40 GROUP INSURANCE & DEATH AND DISABILITY BENEFITS

The employer and employee shall pay their full share of the premiums for Group Life insurance, Pension and Disability based on the part-time employee's earnings.

Notwithstanding the above, the part-time employee who wishes to maintain their full-time level of Group Life Insurance may buy their normal level of coverage at their own cost.

Article 41 MATERNITY LEAVE

With respect to top-up wages, Part e) numbers 1 through 4 inclusive, apply on a pro-rated basis is on the preceding 800 hours of work.

Article 44 DENTAL PLAN

Part-time employees are required to maintain a full-time level of Dental Insurance as per the Collective Bargaining Agreement.

Signed this 9th day of September, 2020

SASKATOON POLICE ASSOCIATION:

SASKATOON POLICE SERVICE:

#### MEMORANDUM OF AGREEMENT

#### Between

## The Saskatoon Police Association

#### And

#### The Saskatoon Police Service

## **Re:** Preferred Constable Position Selection Process for 2020

The Saskatoon Police Service and the Saskatoon Police Association (hereinafter referred to as "the parties") mutually agree that the following process will be used for constables to compete for a preferred constable position.

Both parties agree that preferred constable positions will be posted with criteria and years of service parameters. Agreed upon years of service parameters will remain in effect for the period of this specific agreement.

Members are not allowed to apply for more than four (4) positions in any calendar year.

Successful candidates must be prepared to commit to a minimum of three (3) years and a maximum of five (5) years in the preferred position with the exception of the Air Support Unit Constable (Tactical Flight Officer) which has a minimum of two (2) years and a maximum of five (5) years; and the Canine Unit Constable which has a minimum of three (3) years and a maximum of nine (9) years.

The Administration reserves the right to transfer members out of a preferred position once they completed their minimum commitment of time in that position.

Any member transferred out of a preferred constable position prior to completing their minimum commitment must spend a minimum of one year in patrol prior to being eligible for another preferred constable position.

For the purposes of the preferred constable process only, members will normally be transferred into preferred constable positions on January 1<sup>st</sup> of a calendar year and they will normally complete their minimum requirement on December 31<sup>st</sup> of the third calendar year (unless otherwise specified or agreed to).

Members that enter a preferred constable position on October 1<sup>st</sup> or later may be allowed to exceed the maximum commitment until December 31<sup>st</sup> of their final maximum calendar year.

Categorization and seniority for preferred constable processes only will be determined based on the member's status effective December 31<sup>st</sup> at midnight.

Where new positions are created mid-year, categorization and seniority will be determined based on the close date (deadline for applications) of the competition. All other preferred constable selection process rules shall apply.

Any member who declines a written examination for a preferred constable position will be removed from the applicant list for that position.

## **Categories**

In all categories, if more than one candidate is eligible, the <u>normal competition process</u>\* will take place.

The selection process to fill the preferred constable positions will be filled in order of the categories below:

## Category One

Category one refers to those applicants who meet the required minimum years of service for that preferred constable position. Category one applicants meeting the minimum eligibility requirements as per Appendix A will be the only applicants allowed to compete for the position.

\*If there are no applicants meeting the criteria for category one, then the next category in the process will apply and only applicants in that category will be allowed to compete.

## Category Two

Category two applies to applicants who meet the minimum eligibility requirements as per Appendix A and who are currently in a preferred position, and have completed their minimum time requirement or those applicants in the "one-year" out of a preferred position waiting time.

\*If there are no applicants meeting the criteria for category one or two, then the next category in the process will apply and only applicants in that category will be allowed to compete.

#### **Category Three**

Category three applies to those applicants who do not meet the minimum eligibility requirements as per Appendix A and who have successfully completed their initial probationary training period.

## **The Normal Competition Process**

The Parties agree that the following will constitute the competition process pursuant to this memorandum. The following process will be used to select the constables that are competing for the different preferred constable positions:

- 1. A written examination will be used and administered by Administration.
- 2. The written examination will consist of at least eight objective questions for each position.
- 3. The written examination questions will be prepared by the Sergeant, Staff Sergeant or Inspector i/c of the area and will be submitted to the Saskatoon Police Association in advance for approval.
- 4. If the written examination marks are relatively equal, the senior candidate will be offered the position (For purposes of this Agreement, "relatively equal" will mean within five percentage (5%) points).
- 5. The examinations will be scored by Administration and the Association reserves the right to review the scoring before a numeric mark is finalized.

Notwithstanding the above, the parties agree that past established practical and interactive processes, for example the canine practical assessment ("quarry-test") and the multimedia interactive test for the Air Support Unit, and other practical exams that had already been developed, will continue in conjunction with the above written examination. Any new proposed practical assessments require approval from the Saskatoon Police Association prior to implementation.

## <u>General</u>

Notwithstanding the formal application process, members may express interest in a particular

position(s) throughout the year by submitting a General Purpose Form to Human Resources.

Expressions of interest are not considered to be part of a preferred constable application.

If there are no suitable applicants in any of the categories, the Administration can canvass and select a member of their choosing. Members currently in a preferred position must have completed at least their minimum commitment of years in that position to be considered.

The Administration will <u>not</u> categorize the members that expressed interest in a vacant position <u>nor</u> will they run a competition process where current lists have been exhausted.

If the applicant list is exhausted and no one expresses interest in the preferred constable vacancy, the Administration <u>will</u> assign a member.

#### **Temporary Vacancies**

Where a temporary vacancy occurs, the Administration shall determine who should be reassigned to fill the temporary vacancy by choosing a member from the current list without running a competition. If a member from the current list chooses to opt out, or if there is no one on the current list, the Administration may simply choose an individual, without running a competition.

Members will maintain their current standing on the application list until such time they fill a permanent position for the 2020 calendar year.

Members assigned to fill a temporary vacancy will not have their time in that assignment counted as time in a preferred position. Members assigned to fill temporary vacancies will be allowed to compete for other permanent preferred positions while they are in their temporary assignment.

The temporary assignment will end when the permanent assigned member returns to that position after his or her period of absence.

#### Members on the Promotion List

In an effort to provide senior constables with a greater opportunity to work in areas other than Patrol the two parties also agree to the following:

- (a) Members who occupy one of the top ten (10) positions of the Sergeant promotion list may apply for any preferred constable position, provided that they waive their right to promotion for the minimum commitment of three (3) years from the time their duties commence in that position. This will be the case if the position is listed in Group One in Appendix A.
- (b) If the member is successful in competing for any position listed in Group Two of Appendix A, a member who occupies one of the top ten (10) positions of the Sergeant promotion list, is required to waive their right to promotion for only one (1) year from the time their duties commence in that position.

## This Agreement only applies to the 2020 process. The Agreement expires December 31, 2020, and will not be in effect past that date.

Signed this the 9<sup>th</sup> day of September, 2020.

Saskatoon Police Association

Saskatoon

## Appendix A

Position	Eligibility
GROUP ONE	
Canine Unit Constable	1st Class Cst., min 5 years with SPS
Combined Forces Special Enforcement Unit (CFSEU)	
Constable	
(Crime Reduction Team (CRT) Constable)	1st Class Cst., min 5 years with SPS
Crime Stoppers Constable	1st Class Cst., min 5 years with SPS
Drug Unit Constable	1st Class Cst., min 5 years with SPS
Forensic Identification Unit Constable	1st Class Cst., min 5 years with SPS
Internet Child Exploitation (ICE) Unit Constable	1st Class Cst., min 5 years with SPS
GROUP TWO	
Air Support Unit Constable (Tactical Flight Officer)	1st Class Cst., min 5 years with SPS
Armourer Constable	1st Class Cst., min 5 years with SPS
Bike Unit Constable	1st Class Cst., min 5 years with SPS
Break and Enter Comprehensive Action Plan (BECAP)	
Constable	1st Class Cst., min 5 years with SPS
Break and Enter Unit Constable	1st Class Cst., min 5 years with SPS
Combined Traffic Services Saskatchewan (CTSS) Constable	1st Class Cst., min 5 years with SPS
Community Liaison Constable	1st Class Cst., min 5 years with SPS
Community Mobilization (HUB) Constable	1st Class Cst., min 5 years with SPS
Cultural Resource Unit Constable	1st Class Cst., min 5 years with SPS
General Investigation Unit Constable	1st Class Cst., min 5 years with SPS
Guns and Gangs Unit Constable	1st Class Cst., min 5 years with SPS
Indigenous Recruiting Constable	1st Class Cst., min 5 years with SPS
Missing Person Constable	1st Class Cst., min 5 years with SPS
Pawn Detail Constable	1st Class Cst., min 5 years with SPS
Police and Crisis Team (PACT) Constable	1st Class Cst., min 5 years with SPS
Provincial Court Officer	1st Class Cst., min 5 years with SPS
School Resource Unit Constable	1st Class Cst., min 5 years with SPS
Serious Violent Offender Response (SVOR) Constable	1st Class Cst., min 5 years with SPS
Special Investigation Unit Constable	1st Class Cst., min 5 years with SPS
Strengthening Families Constable	1st Class Cst., min 5 years with SPS
Traffic Unit Constable	1st Class Cst., min 5 years with SPS
Training Unit Constable	1st Class Cst., min 5 years with SPS
Vice Unit Constable	1st Class Cst., min 5 years with SPS

Signed this 9<sup>th</sup> day of September, 2020.

Saskatoon Police Association

Saskatoon Police Service