



THE BOARD OF POLICE COMMISSIONERS

SASKATOON, SASKATCHEWAN

REVISED PUBLIC AGENDA BOARD OF POLICE COMMISSIONERS

Tuesday, November 24, 2015, 12:00 noon
Committee Room A, City Hall

Mayor D. Atchison, Chair
Commissioner D. Brander
Commissioner C. Clark
Commissioner D. Hill
Commissioner C. Inglis-McQuay

SECTION A – MINUTES/DELEGATIONS/PRESENTATIONS

1. CALL TO ORDER

2. CONFIRMATION OF AGENDA

Recommendation

1. That a presentation from the March 2015 Speak Out Saskatoon event be added as Item 4.1; and
2. That the agenda be confirmed as amended.

3. ADOPTION OF MINUTES

Recommendation

That the minutes of regular meeting of the Board of Police Commissioners held on October 15, 2015 be adopted.

4. DELEGATIONS/PRESENTATIONS

4.1 Presentation from March 2015 Speak Out Saskatoon

The following will be in attendance:

- Cst. Bill Bergeron, Saskatoon Crime Stoppers
- Dave Sloboda, Vice Principal Nutana Collegiate & Crime Stoppers Board Member
- Treyton Zary, student from Aden Bowman
- Jamie Racette, student from Nutana Collegiate

4.2 Summary report received from Dwight Percy

Mr. Percy will be in attendance to discuss the following:

- a) Update - Public Consultations
- b) Action Accord

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5. CHAIR'S REPORT
6. CHIEF'S REPORT
7. ENVIRONMENTAL SCAN

SECTION B – CORRESPONDENCE/CITY COUNCIL REFERRALS

**1. COMMUNICATIONS TO COUNCIL
COMPASSION CLUB**

Attached letters from:

- Justin Baker, November 1, 2015
- Mark Hauk, November 3, 2015
- Travis Wohlford, November 8, 2015

Recommendation

That the information be received.

**2. COMMUNICATION TO COUNCIL
POLICING ISSUES – GARY DERDALL**

The referenced letter is attached and has been forwarded to the Board of Police Commissioners and Civic Administration for information.

Recommendation

That the information be received.

**3. COMMUNICATION TO COUNCIL
SIGNAGE REQUEST – JACQUIE ACKERMAN**

The referenced letter is attached and has been forwarded to the Civic Administration for further handling and to the Board of Police Commissioners for information.

Recommendation

That the information be received.

**4. COMMUNICATION FROM RANDY SCHMIDT, DATED NOVEMBER 17, 2015
- SASKATOON POLICE SERVICES DETENTION CENTRE: PRISONER
SLEEPING CONDITIONS**

Attached is a copy of the above communication.

Recommendation

That the direction of the Board issue.

**5. COMMUNITY SUPPORT PROGRAM PILOT PROJECT – REVIEW FOR
PERMANENT STATUS**

At the meeting held on October 15, 2015, the Board considered a resolution package from the minutes of meeting of City Council held on September 28, 2015, regarding the above. City Council resolved, in part, that the matter of public intoxication in Saskatoon be referred to the Board of Police Commissioners and Street Activity Steering Committee for a review. The Board subsequently resolved that the City Clerk undertake to provide clarification on the request. Attached is a letter dated November 2, 2015, from the City Clerk.

Recommendation

That the matter be referred to the Saskatoon Police Service for review and report to the Board of Police Commissioners.

6. PROPOSED ADULT SERVICES LICENSING BYLAW AMENDMENTS

Attached is a resolution package from the minutes of the Regular Business meeting of City Council held on October 26, 2015, regarding the above.

City Council passed Bylaw No. 9321 and resolved that the Board of Police Commissioners report to City Council regarding an evaluation of how well the bylaw has been working in order to meet its desired objectives from the perspective of the Saskatoon Police Service.

Recommendation

That the matter be referred to the Chief of Police for a report.

SECTION C – ROUTINE/STATISTICAL REPORTS

1. APPRECIATION TO THE SASKATOON POLICE SERVICE

Attached is a report of the Chief of Police dated November 6, 2015 forwarding acknowledgements of appreciation/recognition to the Saskatoon Police Service.

Recommendation

That the information be received.

**2. 2015 CAPITAL BUDGET ADJUSTMENT REQUEST
SASKATCHEWAN COMBINED FORCES SPECIAL ENFORCEMENT UNIT
SASKATOON OFFICE RELOCATION**

Attached is a report of the Chief of Police dated November 6, 2015 regarding the above.

Recommendation

1. That a 2015 Capital Budget expenditure adjustment of \$300,000 for one-time purchase for the necessary security improvements and renovation costs of the CFSEU Saskatoon site be approved; and
2. That the Capital Budget adjustment request be forwarded to City Council for approval.

3. 2015 OPERATING BUDGET – YEAR END PROJECTION UPDATE

Attached is a report of the Chief of Police dated October 26, 2015 regarding the above.

Recommendation

That the information be received.

**4. DELAYED RESPONSE COLLISION 900 BLOCK 20TH STREET EAST –
AUGUST 28, 2015**

Attached is a report of the Chief of Police dated November 16, 2015 regarding the above.

Recommendation

That the information be received.

SECTION D – RESPONSES TO BOARD REFERRALS

1. MISSING AND MURDERED PERSONS

Attached is a report of the Chief of Police dated November 24, 2015, in response to the referenced inquiry.

Recommendation

That the information be received.

SECTION E – OTHER

1. 2016 MEETING SCHEDULE

The following meeting dates are proposed for 2016:

Thursday, January 21, 2016
Thursday, February 25, 2016
Thursday, March 17, 2016
Thursday, April 21, 2016
Thursday, May 19, 2016
Thursday, June 16, 2016
July – no meeting
August – no meeting
Thursday, September 15, 2016
October – no meeting – Civic Election
Thursday, November 17, 2016
Thursday, December 8, 2016

Recommendation

That the Board set its 2016 meeting schedule.

**2. APPOINTMENTS – BOARD OF TRUSTEES – BOARD OF TRUSTEES
SASKATOON POLICE PENSION PLAN AND SASKATOON POLICE
PENSION PLAN**

At its In Camera meeting held on October 15, 2015, the Board considered appointments to the referenced plans.

Recommendation

That the following appointments be approved:

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Board of Trustees Saskatoon Police Pension Plan (current plan)

His Worship the Mayor
Councillor D. Hill
Mr. Kieron Kilduff
Mr. D. Tkatchuk, City of Saskatoon

Observers: Councillor C. Clark and Mr. Clae Hack, Director of Finance

Saskatoon Police Pension Plan (new plan)

His Worship the Mayor
Councillor D. Hill
Mr. Kieron Kilduff

Observers: Commissioners Carolanne Inglis-McQuay and Darlene Brander

**3. IMPLEMENTATION OF THE SASKATOON POLICE PENSION PLAN –
CONSEQUENTIAL AMENDMENTS TO THE RETIREMENT PLAN FOR
EMPLOYEES OF THE SASKATOON BOARD OF POLICE COMMISSIONERS**

Attached is a report of the City Solicitor dated November 16, 2015 regarding the above matter along with the referenced documents.

Recommendation

That the Board of Police Commissioners adopt:

1. Resolution 1 to enact Bylaw No. 1925, *The Retirement Plan for Employees of The Saskatoon Board of Police Commissioners Amendment Bylaw, 2015*;
2. Resolution 2 to adopt the proposed amendments to the Trust Agreement for The Retirement Plan for Employees of The Saskatoon Board of Police Commissioners, and authorize the Chair and Secretary to execute the amended Trust Agreement;
3. Resolution 3 to adopt Saskatoon Police Pension Plan Trust Agreement and the attached Saskatoon Police Pension Plan, and authorize the Chair and Secretary to execute the Trust Agreement; and
4. Resolution 4 to adopt The Supplemental Cash Payment Arrangement.

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4. MEETING OF EXECUTIVE COMMITTEE WITH BOARD OF POLICE COMMISSIONERS

Attached is a memo from the Deputy City Clerk dated November 18, 2015 advising that Executive Committee, at its meeting held on November 16, 2015, during consideration of above resolved that the information be received and that the Board of Police Commissioners be asked to arrange a meeting in January 2016 with the Executive Committee.

Recommendation

That the Board provide direction.

**5. MEMBERSHIP – BOARD OF POLICE COMMISSIONERS
- COUNCILLOR CLARK (MAY 25, 2015)**

Attached is a memo from the Deputy City Clerk dated November 18, 2015 advising that Executive Committee, at its meeting held on November 16, 2015 considered the attached report of the City Solicitor regarding the above matter. Executive Committee resolved that a report be forwarded to City Council recommending that the information be received and that discussions with the Board of Police Commissioners occur in January pertaining to board membership, governance and accountability.

Recommendation

That the Board provide direction.

SECTION F – BOARD INQUIRIES

A4.2

Summary Report to the Saskatoon Board of Police Commissioners
For the November 24, 2015 Police Commission Meeting

Based on two public Consultations held by the Saskatoon Board of Police Commissioners (June 16, 2015 and October 7, 2015), several of the most common themes have been distilled from the comments and input provided by a total of approximately 150 individuals.

These are presented for the consideration of the Commissioners:

- The police service provides an expanded set of "core services" relative to what it once did, in response to community demand.
- There was agreement by the majority of individuals at the Consultations that it is very important that the police service continues to undertake proactive activities and also continues to develop relationships with key groups in the community.
- The number of police calls for service that involve people with mental health issues is increasing in frequency. It was felt by most of those who commented on this issue that it is likely to increase even more in future. Given that, the police service and its partners will need to continue to find new ways to deal with what has become a significant element of policing activities.
- The majority of people at the Consultations, (recognizing this represents a small sample size), favour the same or larger size of police service.
- A number of people raised the question as to whether there are alternative methods by which to provide some services that are currently provided by the police service.

Additional comments or questions arose at the Consultations on two issues specific to the Police Commission:

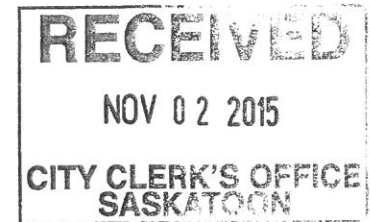
- The role of the Saskatoon Board of Police Commissioners, including its mandate and responsibilities, as well as mechanisms through which the Commission interacts with the public, and
- The Operations Review, including the reasons for undertaking it, as well as the anticipated time frames for its execution, the anticipated categories of outcomes and the potential benefits that the public and the police service can achieve through this review.

Respectfully Submitted,

Dwight Percy
Percy Communications Inc.

BI
4250-1

From: Justin Baker <justinbaker110@gmail.com>
Sent: Sunday, November 01, 2015 9:35 AM
To: City Council
Subject: Form submission from: Write a Letter to Council



Submitted on Sunday, November 1, 2015 - 09:34
Submitted by anonymous user: 69.11.78.250
Submitted values are:

Date: Sunday, November 01, 2015
To: His Worship the Mayor and Members of City Council
First Name: Justin
Last Name: Baker
Address: 2033 Windsor place
City: Regina
Province: Saskatchewan
Postal Code: S4v 0r3
Email: justinbaker110@gmail.com
Comments:
Dear Mayor and members of the city council,

I am writing to you to hopefully shed some positive light on the situation that occurred at the Saskatchewan Compassion Club. I want to show my support for the club and I want to say that although I am not a client, I completely support all that those individuals do for their community.

Shutting the club down has forced disabled people to seek out street drug dealers to fulfil their medical needs and this is very dangerous. The club provided a safe alternative and have done nothing but help out those in your community.

I would much rather see the Saskatoon police allocate their resources on actual criminals.

To me this is the same as giving somebody a jay walking ticket that jumped out onto a road to save a dog from being hit by a car. It's just not Canadian.

I hope the department responsible can make amends as best they can to help undo this poor decision.

I would appreciate a reply indicating what further action the City and Police will be taking to remediate this mistake.

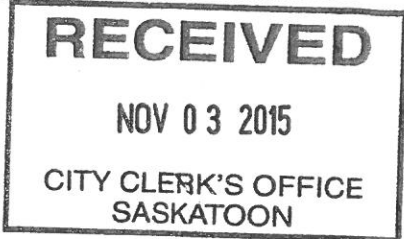
Thank you for your time,

Justin Baker

The results of this submission may be viewed at:
<https://www.saskatoon.ca/node/398/submission/48261>

Soco -1

From: The Saskatchewan Compassion Club
<saskcompassion@gmail.com@mail100.atl91.mcsv.net> on behalf of The Saskatchewan
Compassion Club <saskcompassion@gmail.com>
Sent: November 03, 2015 3:14 AM
To: Web E-mail - City Clerks
Subject: Saskatchewan Compassion Club Raid - Update



All,

I am writing to provide an update to the shameful police raid that place on The Saskatchewan Compassion Club this past Thursday.

I have attached links to two very compelling videos I trust you will find of great interest, regardless of your thoughts on cannabis or the politics surrounding it. This is powerful, real life stuff.

<https://www.youtube.com/watch?v=vcaiwg-rTq8>

<file://localhost/Users/Guest/Downloads/brittanyspeach.mp4>

First, hear a heartbreaking story shared at a rally held this past weekend. I will warn you now, you may want to get some kleenex ready - I have watched it 10 times, and cried 10 times out of 10.

Secondly; watch Saskatoon's Mayor Don Atchison shamefully fail to answer any questions asked of him regarding the decision to raid the club, and what he plans to do about the sick and dying people in our community that no longer have access to their medicine. The shame and guilt on his face for the entirety of the video tells you all you need to know.

Why so guilty you may ask? There is good reason. See, before the doors ever opened to the club, I addressed a sub-committee of Saskatoon Clty Council, chaired by Mayor Atchison. I spoke at that meeting asking for a business

license for our club, and for the city to consider implementing regulations for medical cannabis dispensaries in our city. Following my presentation a number of councillors were very vocally supportive of the clubs efforts, going so far as to thank me personally for 'doing what I was doing'.

The meeting adjourned with the committee unanimously voting to explore implementing regulations and granting us a business license. It was requested by one of the committee members that a decision by Council be made by October, at which time they would inform me of their decision. Things looked very positive at that point,

Well, we never did hear back from Council, so it has been business as usual for us since that meeting on Aug.17th.

Until last Thursday. We heard from the city in the most unimaginable way one could conceive. With 10 plain clothes police officers storming the front door of the club, and arresting myself and three others, throwing us in jail for the night. And they didn't stop there, they proceeded to my home, kicked my door in, ram-sacked my house and stole my medicine from me.

As it turns out, this raid was part of 'Project Fextern', carried out by Saskatoon City Police and RCMP, that carried on over 6 weeks.

How on earth they justify an incredibly expensive 6 week undercover operation for something I very openly told the both City Council and the Saskatoon Police Service about in great detail before doing it, is beyond anyones best guess.

As far as I can tell, it is one last shameful grasp at a dying prohibition.

Shame on Mayor Atchison, and shame on Chief Weighill. THEY should be the ones thrown in jail for the night - NOT those of us trying to compassionately help others.

I am hopeful those of you in the media will shine a light on this shameful action taken by The Saskatoon Police Service, that was approved by, and funded by, Mayor Atchison.

And continue to share stories like this one:

As for the clubs path forward? It's full steam ahead, We plan to fight the charges in from of us, with a goal of having them thrown from court, Once that is behind we will return to our regular business, ASAP. We will stay in touch with you all here and on FB,

Kind Regards,

Mark Hauk

The Saskatchewan Compassion Club

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Our mailing address is:

The Saskatchewan Compassion Club
PO BOX 37004
Saskatoon, Sk S7K8J2
Canada

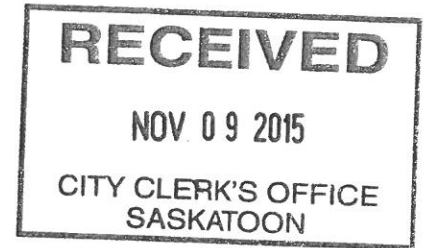
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Want to change how you receive these emails?

You can [update your preferences](#) or [unsubscribe from this list](#)



From: Travis Wohlford <truetokesmokeweed@gmail.com> on behalf of Travis Wohlford <truetokesmokeweed@gmail.com>
Sent: Sunday, November 08, 2015 5:55 PM
To: City Council
Subject: Form submission from: Write a Letter to Council



Submitted on Sunday, November 8, 2015 - 17:55
Submitted by anonymous user: 69.11.59.121
Submitted values are:

Date: Sunday, November 08, 2015
To: His Worship the Mayor and Members of City Council
First Name: Travis
Last Name: Wohlford
Address: po box 245
City: warman
Province: Saskatchewan
Postal Code: s0k4s0
Email: truetokesmokeweed@gmail.com

Comments:

Hello councillors (and those of you on the Board of Police Commissioners),
I am very disturbed and dis-heartened to hear of alleged allegations that the Saskatoon Police Service is now using their resources (our tax monies) to harass and intimidate supporters of the compassion club, as they form fundraisers to help support their cause, and defence of the alleged charges against them.

The alleged charges against the 4 accused and the club aside. If these allegations have any merit or truth to them is an absolutely outrageous violation of ethics, law and further mis-management of resources. The 4 accused have every democratic right to pursue and form a vigorous defense against the charges for which they have been accused. The alleged actions of the SPS if proven true are extremely troubling from a public trust standpoint if not illegal.

I understand that they have even taken the step of contacting the leasing company of The Compassion Club "urging and encouraging" them to evict The Compassion Club from their storefront location.

If the police force are correct in enforcing the law as they have, they now need to focus on defending their actions in court, providing evidence, witness and precedents to support their charges. That is what I (we) pay taxes for (however I do not support their initial time, energy, effort and use of resources on this matter). I (we) do not pay taxes to have them running around on taxpayer resources trying to circumvent the judicial process by hindering the accused's ability to mount a vigorous (and well funded) defence.

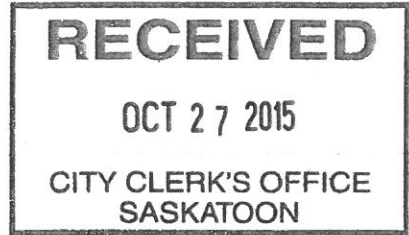
I encourage each and everyone one of you (especially Mayor Atchison, Councillor Hill and, Councillor Clark) to ask the tough questions and demand answers from Chief Weighill and his officers on this matter.

These actions, if proven true are unacceptable in a free and democratic society and you as our representatives are required to seek the truth, protect our freedoms and liberties; as well as hold those responsible accountable.

The results of this submission may be viewed at:
<https://www.saskatoon.ca/node/398/submission/49891>

BZ

To:
Subject: RE: Remail and other cc Mayor and city councillors



From: Gary Deraldall [mailto:gderdall@shaw.ca]
Sent: Tuesday, October 27, 2015 1:02 AM
To: Sproule, Joanne (Clerks)
Cc: Office of the Premier; ralph.goodale@parl.gc.ca
Subject: Remail and other cc Mayor and city councillors

Ms Sproule

The Remail Centre, built against the advice of many people, has been funded by the Province and Federal governments. The City has the responsibility for the project.

To anyone familiar with construction and project management, it is evident that all drawings were not reconciled at the outset as is evidenced by the CBC reports. This would be the responsibility of the City to ensure that this was done. And now the City forces taxpayers to cover actions of the council and administration.

The City has a well established reputation for participating in messy designs of roads, infrastructure and services. Confederation interchange was a mess to start with. The City have us 42nd street and Avenue C bottleneck areas. We built the south downtown bridge and could not even see that it should have had a west exit route to Dalmeny road and then on to Edmonton. A virtual straight through route from Regina and north to Alberta. The City had this terrible high collision intersection at Lenor and Warman. And the problem just did not go away even with lights. Finally some unknown person figured out There were 4 lanes from the west and turning into three going east to the corners. I can not see how anyone from SGI or the city could not have figured this out 30 years ago. The concrete is there now to force turning from potential turning lanes. So traffic does not fly across the road and hit someone.

In all of this, our tax rates go up at high values year over year, despite major growth that should expand the tax base and lower rates significantly. Something is not right. But what I see is council trying to butt smokers out, literally, at all costs. And not do the big things right.

I just want to cite a tiny additional example of what goes wrong with the City. The Auditorium has a sort of sufficient parking lot, provided you are not a senior in the middle of the winter. But having said that, patrons cannot pay for their parking tickets inside the Auditorium but must go almost single line out the one exit with cashiers. This takes for ever. Why not use the automatic exits with prepaid tickets. I tried to suggest this to the people there some time ago and just got nowhere. Another simple the is the revamped Kinsmens Childrens park across from the Mendel. I guess the new trains in good but it has no tunnel with all sorts displays inside for the children to scream at as they go through the tunnel. Now there Ferris wheel is so large that it is no long suitable for little kids.

The council should be reminded that they are to be responsible to the people. The people do not report to council. And the recent election of our new PM should focus this responsibility clearly in your minds. And

you could very well listen to stories of how the Mayor of Calgary stands at the C Train stations there and just visits with the people. So he does not loose touch. Nenshi is a Harvard graduate so that needs to be factored in a way to pursue public policy.

We have so many infrastructure problems in this city. Millar and 51st is the truck city capital of Western Canada. It is almost impossible to get on to Millar from any of the side streets north of 51st. Warman Road is so busy after 3pm it is almost impossible to exit from Independent grocers just north of 51st and head east on Lenore. On the maintenance side, I see a cluster of potholes where crews fill half of them and leave. No body in the street maintenance group seems to understand that a crack on a patch means it will rubilize in the spring. New roads, and ones that are well sealed , are very durable and maintenance free. If cracks appear, they need to be repaired by methods available from the Web.

In the end, the Remai gallery, for your benefit now that you have built it, is viewed a white elephant meant for a tiny portion of the population.

A final comment has to do with the new parking system. It uses 1960 's technology, and placed in a totally non ergonomic layout promoting keystroke errors. Anyone that wants should have access to a small scan card such as used with Sobeys or the Library. This is almost like the parking monitors that did not work in winter.

We now have all these silly camera and radar busily promoting safety by handing out tickets. I saw a couple of clips of right hand turns for improper turning where there was no one in sight that would be impaired. This is a contrived offence. What justification do have for all these radar camera along circle drive. You have to stop stunt drives, drives that follow too close, and on your bumper, and those changing lanes often in a dangerous manner by not signal and waiting for an opening. Trucks just turn in where they want.

Speed may well not be a factor in these accident producing mover. Finally we need to mandate that anyone who installs a dash cam or rear view cam in a certified shop, can use this for advising people or case the is the basis for a police charge. P eople need to learn that it is dangerous driving that is the primary cause of accidents. Speed make a mistake worse. With Nascar the F1 and you will see drivers at 200mph. These vehicles have high speed accidents caused my mistakes there just as it happens on circle drive. Taking radar pictures for money is a pathetic way to monitor cars that is based upon a false notion that no accidents occur below the speed limit.

If I had more time, I could continue. A lot of this comes from my coffee friends who see everything that goes wrong. And I will pass this along to them.

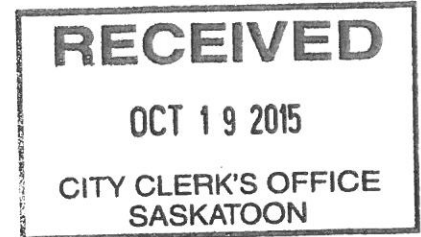
To my mind, we have a new Liberal government and there is every evidence that it will be operating from input from the public. And hope the the top down pyramid psychology and structure employed by most other governments, would start to operate with the upside down pyramid structure that was the hall mark of some many successful organizations.

I am sure this little write up did not take much more time that the air head debate on how effecively you are stomping out smokers. By the way I do not smoke.

Gary Derdall PhD(McGill) MBA(York) BA Hon(U of S) retired industrialist
Saskatoon SK 158 A.E. Admas Crescent, Saskatoon SK

B3
6-20

From: Jacquie Ackerman <jackerman@sasktel.net> on behalf of Jacquie Ackerman
<jackerman@sasktel.net>
Sent: October 19, 2015 2:38 PM
To: Web E-mail - City Clerks
Subject: signage request



Submitted on Monday, October 19, 2015 - 14:38
Submitted by anonymous user: 204.83.241.139
Submitted values are:

First Name: Jacquie
Last Name: Ackerman
Email: jackerman@sasktel.net
Confirm Email: jackerman@sasktel.net
Phone Number: (306) 374-6617

==Your Message==

Service category: City Council, Boards & Committees

Subject: signage request

Message: Please put a Prohibited use of Engine Retarder brakes on highway 11 and 16. It is absolutely ridiculous that there is no signage especially with the ongoing construction to build the overpass out of Stonebridge. The big truck brake noise is unreal. Come and listen some time. It is day and night because they slam on their brakes to reduce their speed to 60 or to make the turn to get onto Highway 16. It would also be nice if someone policed this noise. You are worried about motorcycle noise what about brake noise? there is no proper place to place the service request!!!!!!!

Attachment:

Would you like to receive a short survey to provide your feedback on our customer service? The information you share will be used to improve the service we provide to you and all of our customers.:
No

The results of this submission may be viewed at:
<https://www.saskatoon.ca/node/405/submission/46021>

B4

Saskatoon Board of Police Commissionaires (SBPC)
c/o Board Secretary Ms. Joanne Sproule
City Clerk's Office, City Hall, 222 Third Avenue North, Saskatoon, SK S7K 0J5



November 17, 2015

Ms. Sproule,

Saskatoon Police Services Detention Centre: prisoner sleeping conditions

The SPS has a 53 cell detention centre in the new headquarters building, operationalized in June of 2014. Prisoner's detention varies from less than an hour up to several days for females arrested on Friday held to see a judge on Monday. With the modern facility (and previous knowledge of how much effort the SPS made towards prisoner considerations in the old cramped detention centre) I had assumed that mats and reasonable conditions for sleeping were provided to the detainees. Surprisingly, this seems to have never been the case in the new detention centre. As best I can determine 2nd hand, prisoners are required to try to rest or sleep on a concrete based bench, with the temperature not prisoner sensitive, in strong lighting with frequent staff visits to confirm their breathing, and only a sheet for privacy/shading/warmth. Those conditions need to be improved by the Board.

Arresting and then detaining an individual is a serious matter not just for the arrestee, but also for the agency and individuals now holding that individual. The arrestee basically loses all their freedoms except for some specific legal rights, the right to be treated with dignity, and to have their basic physical and psychological (includes some spiritual) needs met. Those rights are not dependent on our assessment of the prisoner's character or status. Both under Canadian law and expectations of common decency the arresting agency takes on all responsibility for the wellbeing of those arrested, like a parent.

In our justice system, in general if there is a reasonable belief a law has been or will be broken, or a vulnerable person immediately needs to be looked after (intoxicated or ill) police are expected to arrest and detain that individual. For the intoxicated, holding them until they can be safely released ends the process. The potential law breakers are held until they can be brought before appropriate judges who eventually determine whether they are guilty, and if so an appropriate punishment. Although police normally have a pretty good idea of guilt and appropriate punishments, determining either for any serious infraction is not their role.

Since police are only holding people until they see a judge, and in our legal system individuals are considered innocent until proven guilty, even if inconvenient they must be treated accordingly. An RCMP training manual from the 1930's expresses that in a straightforward manner. *"It must be remembered that a person is innocent until he is proven guilty, and a prisoner who has not been tried for the offence for which he has been arrested must be treated with all due consideration..."* and *"A prisoner should be treated without unnecessary hardship or restraint, and should not be unduly inconvenienced. Safe keeping and not punishment being the object during the time he is in the custody of the constable"*. Unfortunately, if not clearly mandated by citizen led Board determined policy (and the law) in regard to prisoner conditions, modern policing may drift to an over emphasis on institutional needs or goals. This trend is similarly a constant challenge with non-police institutions, in how they relate to citizens.

Beyond civility, there is another reason why reasonable bedding, lighting, temperature and information are required, that eventually a defence lawyer or constitutional challenge may make note of. If a non-

intoxicated person spends a night in detention they will then usually be brought in front of a release/duty sergeant or judge for a legalistic procedure to determine things like agreement to conditions, show-cause for release, court date planning, pleading, etc. An individual who is sleep deprived or otherwise unnecessarily stressed cannot be expected to be fully in control of their faculties or how they communicate at that time. That is unfair and could reflect poorly on Canadian justice.

The SPS may not appreciate that they must carry the financial and managerial costs and reputational risks from running a detention centre, unlike many other municipal police agencies that drop prisoners off at a remand centre. There are government reasons why the SPS was assigned a detention centre, and a moderating principle that those that can generate the personal, social and economic costs of an arrest also themselves face increased costs from not finding alternatives if realistically possible. The SPS website lists over two dozen divisions and operational units. The detention centre is a significant part of policing Saskatoon yet a person needs to scroll through the SPS phone list to determine if they even have one. With the numbers of prisoners processed and held overnight, some quite vulnerable, the detention centre is too important to possibly be regarded like 'a red haired stepchild'.

Improving sleeping conditions in the detention centre will increase costs, although not greatly relative to increasing wages. Sleeping mats need to be handled, and sterilized or replaced if disposable. A few prisoners could use mats for mischief. In the future there will eventually be expenses for technology that directly monitors prisoner's heart rate, temperature, and maybe breathing. Since like all organizations SPS resources are limited, and prisoners tend to be maligned and marginalised, there will always be an understandable inclination to spend the money on more 'worthy' activities.

There will always be a reasonable and unremitting demand for more spending to try and control violence and victimization in Saskatoon and everywhere else too. Aside from the usual human idiocy, at present much of a high level of violence is driven by the culture and gangs supported by and pursuing money provided by illegal drugs and vices. Those underlying dynamics are at present effectively a bottomless pit. Redirected spending to increasingly fight that type of violence may not even make much marginal difference, while adequate spending on detention conditions has a direct effect on the people that the SBPC and the SPS have a unique moral and legal responsibility towards.

The responsibilities of the SBPC include under the Sask Police Act section 25. (c) shall provide adequate and reasonable facilities required for the policing services mentioned in clause (b)... I would suggest that the present prisoner facilities in regards to sleeping conditions are inadequate. The SBPC has the responsibility to run prisoner handling facilities and determine principles or general policies for the police service to implement operationally. I am requesting a copy of the SBPC prisoner handling policy, from the Board.

Thank you for considering this significant matter, with its moral, legal, and economic complications and ambiguities. Every night more prisoners go through the detention centre, so any changes to policy should not be delayed. And thank you for the time all of you are putting in as members of the SBPC,

Randy Schmidt

518 Wathaman Crescent, Saskatoon, SK, S7K4P9
W 3069755745 H 3062422319 Randyschmidt@sasktel.net

THE BOARD OF POLICE COMMISSIONERS

SASKATOON, SASKATCHEWAN

B5



November 2, 2015

Board of Police Commissioners
c/o City Clerk's Office

Dear Board Members:

Re: Community Support Program Pilot Project – Review for Permanent Status

At the meeting of the Board of Police Commissioners held on October 15, 2015, the Board was provided with the attached resolution package from the minutes of meeting of City Council held on September 28, 2015 regarding the above. City Council, resolved in part that the matter of public intoxication in Saskatoon be referred to the Board of Police Commissioners and Street Activity Steering Committee for a review.

At the Board's meeting held on October 15, 2015, the City Clerk was requested to provide clarification on the intent of the referenced referral.

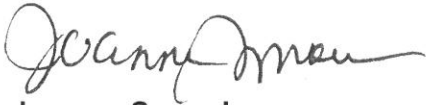
The City Clerk's Office has reviewed the file, minutes and video of the related discussion during the meeting of the Standing Policy Committee on Planning, Development and Community Services held on September 28, 2015. The minutes indicate that Mr. Randy Pshebylo of the Riversdale BID addressed the Committee with respect to the need for a different approach in dealing with public intoxication. The discussion and commentary from the meeting spoke to the following:

- Individuals intoxicated on sidewalks
- Response of the Community Support Officers
- Response from the Saskatoon Police Service
- Where the individuals are taken
- Need for recording calls to Lighthouse and the impact of statistics showing a decline in Police calls and Community Support Officer calls
- Release of individuals once taken to the Lighthouse
- Ensuring intoxicated people are not a danger to themselves, traffic and passersby
- Response times to individuals intoxicated in front of businesses -- requirement for business owners to keep sidewalks clear
- Enforcement of Bylaws

RECOMMENDATION: that the matter be referred to the Chief of Police for review and report to the Board of Police Commissioners

November 2, 2015
Page 2

Yours truly,

A handwritten signature in black ink, appearing to read "Joanne Sproule". The signature is fluid and cursive, with the first name "Joanne" being more prominent than the last name "Sproule".

Joanne Sproule
Secretary to the Board

JS:jf

Attachment

cc: Chief of Police

B6

**PUBLIC RESOLUTION
REGULAR BUSINESS MEETING OF CITY COUNCIL**

Main Category: 8. CONSENT AGENDA

Sub-Category: 8.1. Standing Policy Committee on Planning, Development and Community Services

Item: 8.1.8 Proposed Adult Services Licensing Bylaw Amendments

Date: October 26, 2015

Any material considered at the meeting regarding this item is appended to this resolution package.

This item was removed from the Consent Agenda.

Moved By: Councillor Hill

Seconded By: Councillor Loewen

That the proposed amendments to Adult Services Licensing Bylaw, 2012 No. 9011, as outlined in the report of the General Manager, Community Services Department dated October 5, 2015, be approved.

In Favour: His Worship the Mayor, Councillor Clark, Councillor Davies, Councillor Donauer, Councillor Hill, Councillor Iwanchuk, Councillor Jeffries, Councillor Loewen, Councillor Lorje, Councillor Olauson and Councillor Paulsen

CARRIED UNANIMOUSLY

Moved By: Councillor Loewen

Seconded By: Councillor Hill

That the Board of Police Commissioners report to City Council regarding an evaluation of how well the bylaw has been working in order to meet its desired objectives from the perspective of the Saskatoon Police Service.

In Favour: His Worship the Mayor, Councillor Clark, Councillor Davies, Councillor Donauer, Councillor Hill, Councillor Iwanchuk, Councillor Jeffries, Councillor Loewen, Councillor Lorje, Councillor Olauson and Councillor Paulsen

CARRIED UNANIMOUSLY

Moved By: Councillor Davies

Seconded By: Councillor Iwanchuk

That permission be granted to introduce Bylaw No. 9321, and give same its FIRST reading.

In Favour: His Worship the Mayor, Councillor Clark, Councillor Davies, Councillor Donauer, Councillor Hill, Councillor Iwanchuk, Councillor Jeffries, Councillor Loewen, Councillor Lorje, Councillor Olauson and Councillor Paulsen

CARRIED UNANIMOUSLY

Moved By: Councillor Davies

Seconded By: Councillor Hill

That Bylaw No. 9321 now be read a SECOND time.

In Favour: His Worship the Mayor, Councillor Clark, Councillor Davies, Councillor Donauer, Councillor Hill, Councillor Iwanchuk, Councillor Jeffries, Councillor Loewen, Councillor Lorje, Councillor Olauson and Councillor Paulsen

CARRIED UNANIMOUSLY

Moved By: Councillor Davies

Seconded By: Councillor Loewen

That permission be granted to have Bylaw No. 9321 read a third time at this meeting.

In Favour: His Worship the Mayor, Councillor Clark, Councillor Davies, Councillor Donauer, Councillor Hill, Councillor Iwanchuk, Councillor Jeffries, Councillor Loewen, Councillor Lorje, Councillor Olauson and Councillor Paulsen

CARRIED UNANIMOUSLY

City Council
October 26, 2015
Page Three

Moved By: Councillor Davies

Seconded By: Councillor Clark

That Bylaw No. 9321 now be read a THIRD time, that the bylaw be passed and the Mayor and the City Clerk be authorized to sign same and attach the corporate seal thereto.

In Favour: His Worship the Mayor, Councillor Clark, Councillor Davies, Councillor Donauer, Councillor Hill, Councillor Iwanchuk, Councillor Jeffries, Councillor Loewen, Councillor Lorje, Councillor Olauson and Councillor Paulsen

CARRIED UNANIMOUSLY



Saskatoon

STANDING POLICY COMMITTEE ON PLANNING, DEVELOPMENT AND COMMUNITY SERVICES

Proposed Adult Services Licensing Bylaw Amendments

Recommendation of the Committee

- 1) That the proposed amendments to Adult Services Licensing Bylaw, 2012 No. 9011, as outlined in the report of the General Manager, Community Services Department dated October 5, 2015, be approved; and
- 2) That City Council consider Bylaw No. 9321.

History

At the October 5, 2015 meeting of the Standing Policy Committee on Planning, Development and Community Services, a report of the General Manager, Community Services Department, dated October 5, 2015, was considered.

Attachments

October 5, 2015 report of the General Manager, Community Services Department and Proposed Bylaw No. 9321

Proposed Adult Services Licensing Bylaw Amendments

Recommendation

That the Standing Policy Committee on Planning, Development and Community Services recommend to City Council:

- 1) That the proposed amendments to Adult Services Licensing Bylaw, 2012 No. 9011, as outlined in this report, be approved; and
- 2) That the bylaw, prepared by the City Solicitor to address the proposed amendments to Adult Services Licensing Bylaw, 2012 No. 9011, be included with the submission of this report to City Council, for review and approval.

Topic and Purpose

The purpose of this report is to recommend amendments to Adult Services Licensing Bylaw, 2012 No. 9011 (Bylaw) to enhance its effectiveness. The proposed amendments will facilitate the licensing process for transient performers, clarify licensing categories for non-resident applicants, and provide Saskatoon Police Service (SPS) with ticketing options to address infractions of the Bylaw.

Report Highlights

1. The proposed extension of the timeline for license issuance will facilitate the licensing process for non-residents.
2. A new definition for "Transient Independent Agency" is proposed to clarify licensing categories for non-resident applicants.
3. Provision for the issuance of Notice of Violations will provide more flexible enforcement options.

Strategic Goal

This report supports the City of Saskatoon's (City) Strategic Goal of Continuous Improvement through continued monitoring and updating of City bylaws.

Background

The Bylaw has been in effect for approximately three years. Business License and SPS staff maintain regular communication to discuss any potential issues related to the administration of the Bylaw or enforcement concerns. A summary table providing an overview of licensing, which has occurred since the Bylaw was implemented in 2012, is provided (see Attachment 1).

Report

The proposed amendments to the Adult Services Licensing Bylaw enhance the process for issuance of licenses, ensure the Bylaw is responsive to the needs of the community, and provide SPS with the necessary tools for effective enforcement.

Extend Timeline for License Issuance Requirements

Subsection 9(1) of the Bylaw establishes a timeframe of 21 days for staff to issue an Adult Service License, upon receipt of a completed application. The 21-day window does not always provide sufficient time to complete the review and approval process, which includes the issuance of photo identification by SPS. This is an issue for non-resident (transient) applicants who typically submit an application for review in advance of arriving in Saskatoon.

It is recommended that the timeframe for license issuance be increased from 21 days to 60 days.

Clarification for Self-Employed Non-Residents

It is recommended that a new "Transient Independent Agency" definition be created to clarify and distinguish licensing categories for transient applicants. Transient applicants may be employed by, or affiliated with, a local Adult Service Agency, or alternatively, independently provide adult services in Saskatoon.

Provision to Issue a Notice of Violation for First-Time Offenders will Provide Increased Flexibility in Enforcement

The Bylaw currently requires all offences to be prosecuted under *The Summary Offences Procedure Act, 1999*, which requires the offender (or a representative) to appear in court to respond to the charges. This places a strain on the resources of multiple agencies involved with the court process and can be problematic for transients who are only in the city for a short period of time. SPS has recommended adding a subsection, which would provide the option to issue a Notice of Violation (ticket) to the offender. The issuance of a Notice of Violation, rather than a Summary Offence charge, would only be offered to first-time offenders found to be operating without an Adult Service License, at the discretion of the police officer managing the file.

Options to the Recommendation

City Council may consider the option to reject the proposed amendments. In this case, further direction would be required.

Public and/or Stakeholder Involvement

The proposed Bylaw amendments were prepared with input from SPS and the City Solicitor's Office.

Communication Plan

Information pertaining to the amendments will be provided to Adult Service Agencies.

Other Considerations/Implications

There are no policy, financial, privacy, environmental, or CPTED implications or considerations.

Due Date for Follow-up and/or Project Completion

In order to expedite the amendment process, approval is sought to include the proposed Bylaw amendment with this report to City Council. The proposed Bylaw amendments will become effective upon City Council approval.

To address recent provincial legislation, which now prohibits Adult Entertainment Venues, a further report proposing amendments to the Bylaw and Zoning Bylaw No. 8770 will be submitted for consideration in the coming months.

The Administration will continue to monitor Adult Service regulations and provide further reports if required.

Public Notice

Public notice, pursuant to Section 3 of Public Notice Policy No. C01-021, is not required.

Attachment

1. Adult Services Licensing Summary

Report Approval

Written by: Wes Holowachuk, Planner, Business License Program
Reviewed by: Andrew Hildebrandt, Director of Community Standards
Approved by: Randy Grauer, General Manager, Community Services Department

S/Reports/CS/2015/PDCS – Proposed Adult Services Licensing Amendments/ks

Adult Services Licensing Summary

License Type	No. of New Licenses			No. of Renewed Licenses			No. of Closed Licenses			ASL Bylaw Charges Issued*		
	2012	2013	2014	2012	2013	2014	2012	2013	2014	2012	2013	2014
Adult Service Agency	3	2	2	0	1	3	0	1	3	0	6	0
Independent Adult Service Agency	5	7	14	0	2	4	1	1	6	4	22	50
Adult Service Performer (local/transient)	6	55	51	0	4	11	0	9	51	0	30	88
Adult Service Worker	2	10	10	0	1	3	0	1	9	0	3	1
TOTAL	16	74	77	0	8	21	1	12	69	4	61	139

*Data for "No. of Summary Offence Charges Issued" provided by Saskatoon Police Services

Definitions:

An Adult Service Agency is an agency in which the owner employs one or more performers.

An Independent Adult Service Agency is defined as any adult service business which is owned, operated, and serviced by one adult service performer.

An Adult Service Performer is a person who is employed by, affiliated with, or contracted by, an Adult Service Agency to perform an adult service on behalf of the agency, or is paid to perform an adult service in an adult entertainment venue.

An Adult Service Worker is a person who is employed by an Adult Service Agency in a capacity other than as an Adult Service Performer.

A Transient Adult Service Performer means an Adult Service Performer who does not reside or maintain a place of business in the city of Saskatoon.

BYLAW NO. 9321

The Adult Services Licensing Amendment Bylaw, 2015 (No. 2)

The Council of The City of Saskatoon enacts as follows:

Short Title

1. This Bylaw may be cited as *The Adult Services Licensing Amendment Bylaw, 2015 (No. 2)*.

Purpose

2. The purpose of this Bylaw is to amend *The Adult Services Licensing Bylaw, 2012* to reflect changes to the City's adult services licensing scheme to:
 - (a) extend the time frame within which the City shall either issue or deny a licence after receipt of an application;
 - (b) clarify the licensing categories for transient applicants; and
 - (c) expand enforcement options to include an ability to issue a Notice of Violation for first time offenders.

Bylaw No. 9011 Amended

3. *The Adult Services Licensing Bylaw, 2012* is amended in the manner set forth in this Bylaw.

Section 2 Amended

4. Section 2 is amended:
 - (a) in clause 2(l) by striking out "and" after "later date,";
 - (b) in clause 2(m) by adding "and" after "in the City,"; and

(c) by adding the following clause after clause 2(m):

“(n) ‘transient independent adult service agency’ means an adult service agency which is owned, operated and serviced by one person that does not maintain a permanent residence or place of business in the City.”

Section 3 Amended

5. Subsection 3(1) is amended by adding “a transient independent adult service agency,” after “independent adult service agency,”.

Section 5.1 Added

6. The following section is added after section 5:

“Licensing Requirements – Transient Independent Adult Service Agency

- 5.1 (1) Before any person may operate as a transient independent adult service agency, a written application must be made to the City for a transient independent adult service agency licence.
- (2) A transient independent adult service agency licence may not be issued to:
- (a) an individual under the age of 18 years;
 - (b) a partnership; or
 - (c) a corporation with any shareholder, director or officer under the age of 18 years.
- (3) A transient independent adult service agency licence may only be issued to an individual if that individual is the only person performing adult services on behalf of that agency and that person does not maintain a permanent residence or place of business in the City.
- (4) A transient independent adult service agency licence may only be issued to a corporation if the only person performing adult services on behalf of that agency is the sole shareholder, director and officer of that corporation and that person does not maintain a permanent residence or place of business in the City.

- (5) Every application for the issue or renewal of a transient independent adult service agency licence must be in a form prescribed by the City and must contain at least the following information regarding the applicant:
- (a) if the applicant is an individual:
 - (i) family name and all given names;
 - (ii) date of birth;
 - (iii) current address and telephone number;
 - (iv) acceptable written proof of the applicant's identity and age (e.g. Canadian citizenship card, Canadian or foreign passport, or driver's licence). The identification must:
 - (A) include a photograph;
 - (B) be government issued;
 - (C) be original, not a copy of the document;
 - (D) indicate a unique identification number; and
 - (E) be valid (i.e., current). An expired licence or passport is not acceptable;
 - (v) written proof of Canadian citizenship or residency status; and
 - (vi) a criminal record check;
 - (b) if the applicant is a corporation:
 - (i) the legal name of the corporation;
 - (ii) the corporate entity number;
 - (iii) the family name, all given names and the date of birth for the sole shareholder, director and officer;
 - (iv) acceptable written proof of the identity and age of the sole shareholder, director and officer (e.g. Canadian

citizenship card, Canadian or foreign passport, or driver's licence). The identification must:

- (A) include a photograph;
 - (B) be government issued;
 - (C) be original, not a copy of the document;
 - (D) indicate a unique identification number; and
 - (E) be valid (i.e., current). An expired licence or passport is not acceptable;
- (v) written proof of Canadian citizenship or residency status of the sole shareholder, director and officer; and
 - (vi) a criminal record check of the sole shareholder, director and officer;
- (c) for all applicants:
 - (i) the complete legal name and current licence number of each adult service worker working for the transient independent adult service agency whether by direct employment, independent contract, or otherwise;
 - (ii) the mailing address of the agency;
 - (iii) the business telephone numbers used by the agency including, but not limited to, cellular telephones, digital telephones, pagers and facsimile lines;
 - (iv) all names used by the agency;
 - (v) all electronic mail addresses used by the agency; and
 - (vi) all internet computer addresses used by the agency.
- (6) Every application for the issue or renewal of a transient independent adult service agency licence must be personally signed by:
 - (a) the individual named in the application; or

- (b) the sole shareholder, director and officer of the corporation, as the case may be.”

Section 9 Amended

- 7. Section 9 is amended:
 - (a) in subsection (1) by striking out “21” and substituting “60”;
 - (b) in clause (2)(c) by adding “5.1,” after “5,”;
 - (c) in subsection (4) by:
 - (i) adding “or an independent adult service agency” before “, the address of the business”; and
 - (ii) adding “or independent adult service agency” before “licence shall be posted” and “so that it may be easily read”; and
 - (d) in subsection (5) by adding “a transient independent adult service agency,” after “independent adult service agency,”.

Section 12 Amended

- 8. Subsection 12(1) is amended by adding “a transient independent adult service agency,” after “independent adult service agency licence,”.

Section 13 Amended

- 9. Subsection 13(2) is amended by adding “5.1,” after “5,”.

Section 14 Amended

- 10. Clause 14(1)(c) is amended by adding “or the independent adult service agency” after “the adult service agency”.

Section 15 Amended

11. Section 15 is amended:

- (a) in subsection (1) by adding “, independent adult service agency or transient independent adult service agency” after “adult service agency”; and
- (b) in subsection (2) by adding “transient independent adult service agency,” after “independent adult service agency,”.

Section 17 Amended

12. Subsection 17(2) is amended by adding “or transient independent adult service agency” after “independent adult service agency” wherever it appears.

Section 23.1 Added

13. The following section is added after section 23:

- “23.1 (1) Notwithstanding section 23, in the case of a person who contravenes a provision of this Bylaw for the first time, a peace officer may issue a Notice of Violation to that person.
- (2) The Notice of Violation shall provide that, if the person pays the City the sum of \$250.00 within 14 calendar days of the date of the Notice of Violation, the person shall not be prosecuted for the contravention.
 - (3) The fine may be paid:
 - (a) in person, during regular office hours, to the cashier located at City Hall, Saskatoon, Saskatchewan;
 - (b) by deposit, at the depository located at the main entrance to City Hall, Saskatoon, Saskatchewan; or
 - (c) by mail addressed to the Office of the City Treasurer, City Hall, 222 – 3rd Avenue North, Saskatoon, Saskatchewan, S7K 0J5.”

Schedule "B" Amended

14. Schedule "B" is repealed and the schedule marked as Schedule "A" to this Bylaw is substituted.

Coming into Force

15. This Bylaw comes into force on the day of its final passing.

Read a first time this 26th day of October, 2015.

Read a second time this 26th day of October, 2015.

Read a third time and passed this 26th day of October, 2015.

"Donald J. Atchison"
Mayor

"Joanne Sproule" "SEAL"
City Clerk

Schedule "A" to Bylaw No. 9321

Schedule "B"

Fees		
	Adult Service Agency Licence	Fee
(a)	Initial Licence	\$500.00
(b)	Annual Licence Renewal	\$200.00
	Independent Adult Service Agency Licence	
(c)	Initial Licence	\$250.00
(d)	Annual Licence Renewal	\$100.00
	Transient Independent Adult Service Agency Licence	
(e)	Initial Licence	\$250.00
(f)	Annual Licence Renewal	\$100.00
	Adult Service Performer <i>(i.e. Employed, Affiliated, Contracted, Transient)</i>	
(g)	Initial Licence	\$250.00
(h)	Annual Licence Renewal	\$100.00
	Adult Service Worker Licence	
(i)	Initial Licence	\$250.00
(j)	Annual Licence Renewal	\$100.00

CI

“PUBLIC AGENDA”



TO: His Worship Don Atchison, Chairperson
Board of Police Commissioners

FROM: Clive Weighill
Office of the Chief

DATE: 2015 November 06

SUBJECT: Appreciation to the Saskatoon Police Service

FILE NO.: 12,002

ISSUE:

To keep the Board of Police Commissioners apprised of appreciation/recognition to the Saskatoon Police Service.

RECOMMENDATION:

That this report and the attached correspondence be received as information.

Written and Approved by: Clive Weighill
Chief of Police

Submitted by:

Clive Weighill
Chief of Police

Dated:

Nov. 9/15



SOCIAL MEDIA SALUTES



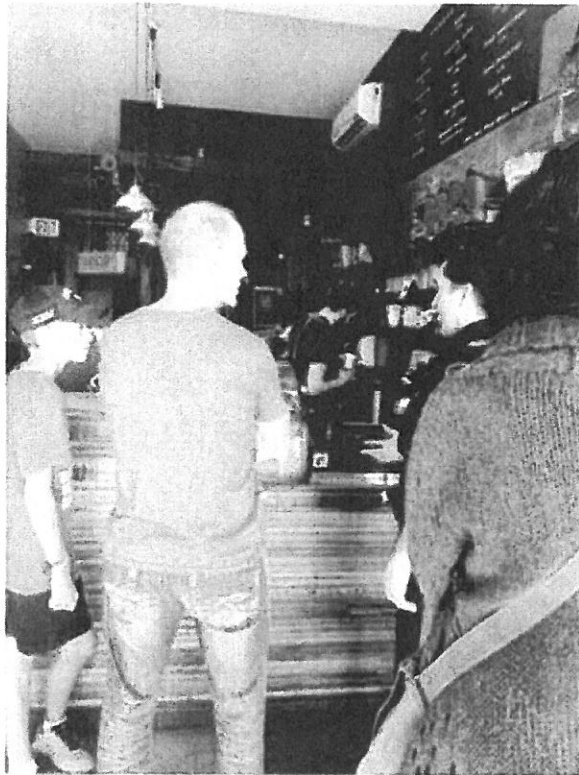
SEPTEMBER

Tweets



Natasha Hnidy
@Ms_N

These two bought this officer a coffee @CollectiveYXE. luv this town. #YXE #RAKyxe @SaskatoonPolice @RAKSaskatoon pic.twitter.com/NJqIE63pLV



11:40am · 26 Sep 2015 · Twitter for iPhone
Saskatoon, Saskatchewan, Canada

6 RETWEETS 9 FAVORITES



Pamela GouldenMcLeod @... 7d
Thanks to @SPSMattMaloney a rock star in helping develop school safety response plans @StoonPubSchools @SaskatoonPolice #greatpartner #star

Details



S.H. @bobnojo 8d
@SaskatoonPolice will do! (and on another note, thanks for being so responsive on social media! its good to see!)

View



Kari Thronberg @KariChosen 7d
@SaskatoonPolice @RAKSaskatoon the least that I could do for all that you sacrifice for the rest of us - it made my morning!

View



Kari Thronberg @KariChosen 7d
best start to the day was being able to buy a coffee for @SaskatoonPolice officer at Timmies #thankyouforwhatyoudo #payingitforward

Details



Norm Taylor @NormTNeIL3 10d
@IrvinWaller A great article and a very positive stance by @CACP_ACCP President and @SaskatoonPolice Chief Clive Weighill. Well said sir!



April Sora
@AprilSora

Lucky to have @SaskatoonPolice Chief Weighill to watch over #yxe. @SPSDerekChesney @SgtErnie @charlieclark6 Thank U.

@ #CACP President @SaskatoonPolice Chief Clive Weighill pays homage to those fallen at the National Memorial Service pic.twitter.com/mtadXLcgPb



9:56am · 27 Sep 2015 · Twitter Web Client



Meritt Kocdag
@MerittKocdag

Grateful to the @SaskatoonPolice for this incredible opportunity! Thank you for all your hard work, @SPS_CLO!

@ CPA 2nd class was a success! Thanks to a great group and awesome instructors! #spscpa2015 pic.twitter.com/7TOSHKvdF0



Nfyrno @Nfyrno 12d
watching an officer pick off speeders on 8th and Broadway! hes gotten at least 6 people! hahaha so great!
@SaskatoonPolice

Details



Lorna Weatherington @Lor... 15d
@SPSCanine @SaskatoonPolice. Great job!! I'm happy you didn't get hurt. Keep up the awesome job. :)

View



Janice MacGregor @Ms_M... 17d
@SaskatoonPolice Just know that your hard work, service, and dedication is appreciated. <3

View



Miranda @MirandaS... 19d
@SaskatoonPolice so thankful for you guys and all that you do to help everyone :) have the best day today



Chase Kehrig @chasekehrig 10d
I love seeing @SaskatoonPolice patrolling the river by bike :) Thanks for everything you do for #yxe!

Details



Saul Badman @worm15in 9d
@SaskatoonPolice you're awesome #ThatsAll

Details



Matt Young @MattYoungCTV 24d
Thank you to all the firefighters, police officers and paramedics who work hard each day to keep us safe. #yxe



Faye Matt
@FayeMatt

Thanks to our Law Enforcement Friends who made the Convoy possible! @reginapolice @SaskatoonPolice @rcmpgrcpolice pic.twitter.com/xdx2LJFoNy



4.25pm · 12 Sep 2015 · Twitter for Android

2 RETWEETS 7 FAVORITES



Pamela GouldenMcLeod ... 26d
@SaskatoonPolice thank you to the SRO's for helping to keep our schools safe #greatwork #essentialpartners @StoonPubSchools

View



Maureen Kaslam @a_brain... 34d
@SaskatoonPolice Thank you for positive experience at the station today. Gentleman and the constable at front desk made today ll'l better



Miranda @MirandaS... 23d
Tnx to the Cst who made me feel comfortable&safe this morning at the hospital. Glad I didn't have to be alone. Much respect @SaskatoonPolice

Details



Robyn Kingsfield @keesh... 25d
@SaskatoonPolice Good job guys....keep up the good work

View



Rob Norris @RobNorrisSK 27d
Thx @SaskatoonPolice; pls'd 2 support #YXE's Crime Free Multi Housing Program #buildingsafecommunities

Details



Sheldon J @Yuurgens 27d
@SaskatoonPolice good stuff, thank you for the response.

View



Scorch in Sask @ScorchMo... 26d
@SaskatoonPolice ok thanks. Keep up the great work.

View



Allan Dowdeswell @confid... 26d
I find these air patrol videos from @SaskatoonPolice to be fascinating. bit.ly/1NsbTAA

View



James Art Studio @kathryn_... 25d
"@SaskatoonPolice: Home invasion and stolen auto suspect arrested bit.ly/1Qsu9B0" - you do good work!



SEPTEMBER

facebook

FEEDBACK

Comments...



Eric Beck Four kids broke into my backyard...I saw them through my basement window. I still had my shoes on because I was running right back outside and chased them down. I was able to grab one kid as they were climbing a fence but something in his pocket sliced my hand open.

But, I think they were scared enough to have a 250lb guy chasing them down that they won't come back. They didn't take anything but they were all in my yard going for my shed.

Also props to the Saskatoon Police Service for showing up crazy fast after I had called them.

Unlike Reply 7 · 2 hrs · Edited



Maureen Klein

Sep 9th, 2:37pm

Big thank you for working so diligently to find my husbands truck. Angst. Thank you for all you do for Saskatoon and the surrounding communities.



Shayla Duquette

Hello there.

Sep 8th, 11:04pm

I am emailing you in regards to a situation that occurred earlier tonight, it was a collision between a pedestrian and a vehicle on 22nd street in Saskatoon. My boyfriend and I were the first vehicle to stop and offer help to the victim and I was the one who made the 911 call. I just wanted to say that the way it handled was amazing. This was the first time I had even been around a situation like that and I was obviously stressed and just upset about it. From the time we arrived and made the phone call to the time we were told we were free to go was approx 10 minutes which I thought was remarkable!

The police van which I believed had two officers are the ones I really would like you to thank for me. I was unable to grab their names or their badge numbers, the one officer pulled us aside and just asked us a couple questions and thanked us numerous times for calling for assistance to help this man out and ultimately hopefully save his life. If whoever gets this, would be so kind to send this along to the officers we dealt with, it would mean a lot. Everything was handled so well and fast, with it being such a stressful situation, I cannot thank them enough for staying calm, as it made me feel a lot more at ease. Thank you so much in taking the time to read this and thank you to the officers who helped this man tonight, he is definately in the prayers tonight. I look forward to hearing from you guys.

Shayla Duquette



Lyndsey Patrick

Sep 17th, 9:16pm

I just want to say a huge thank you to the police officers that showed up this morning in Hampton village near my house to approach two people stealing from a donation bin in the shoppers drug mart parking lot. I have never actually called the police for anything except drunk drivers. The officers showed up quicker then i expected. Unfortunately my puppy and i couldn't walk our usual route because i was scared to walk past them but i feel extremely safe knowing how amazing our police officers are! Even though it was something kind of minor i appreciate them coming so fast! Thanks again!



Brenda Stephens Great Job! Our Saskatoon Police Officers deserve encouragment they have really been kicking it up on crime effecting our communities to!

Like · Reply · Message · September 22 at 2:22pm · Edited



SEPTEMBER



Saskatoon Police Service

Published by News Release [?] · Yesterday at 10:12am · 🌐

News Release: Air Support/Canine Units Make Five Arrests in Three Weekend Incidents <http://bit.ly/1V5Ti5h>

Comments...

6,492 people reached

Boost Post

👍 Like 💬 Comment ➦ Share

RoseAnne Gibson, Rhoda Adams, Flo Kozushka and 65 others like this.

Most Recent ▾

1 share



Debbie McNairn Awesome!!! Good job!!!! 👍 👍

Like · Reply · Message · 👍 1 · Yesterday at 10:18am



Gail Gray-degenhardt Hehe...you can run but you can't hide !!!

Like · Reply · Message · 👍 1 · Yesterday at 10:25am



Purl' Halyk Well Done! Bag 'em and tag 'em and moving on to keep us all safe! Thank You!

Like · Reply · Message · 👍 1 · Yesterday at 10:34am



Donna Lee Jones Awesome team efforts! Love the K9s taking a bite out of crime.

Like · Reply · Message · 👍 4 · Yesterday at 10:51am



Boze Cisecki A busy weekend good job SPS

Like · Reply · Message · Yesterday at 11:16am



Fatuma Ahmed Job well done SPS!!! You guys you are on your uniform working 24/7,dark in the night & You did great job when majority of us were sleeping.Thanks for keeping the community safe!

Like · Reply · Message · 👍 2 · 23 hrs



Mark Bolton You Guys Are Catching Them.....Lets get the Judges to keep them...Lock em up!!!

Like · Reply · Message · 👍 2 · 23 hrs



Brigitte Mercier Now that is taking care of business. Good job!

Like · Reply · Message · 22 hrs



Jennifer Dodd So disappointing to read the ages of these "alleged" criminals

Like · Reply · Message · 👍 1 · 22 hrs



Rod Rollack Great work once again!!

Like · Reply · Message · 21 hrs



Garth Graham Great work

Like · Reply · Message · 21 hrs



Randy Buchi Santiagogo Good Job SPS!

Like · Reply · Message · 19 hrs



Lynne Lawson Well done SPS... Thank you

Like · Reply · Message · 19 hrs



Gordon McCullough You guys & gals are amazing! Well done!

Unlike · Reply · Message · 👍 1 · 14 hrs



SEPTEMBER

facebook

FEEDBACK



Saskatoon Police Service

Published by Kelsie Fraser [?] · September 18 at 3:11pm

Comments...

Thanks to everyone who came out to support the Saskatoon Sexual Assault & Information Centre 12th Annual Luncheon En Vogue today! Funds raised from the LEV event will support their "I'm the Boss of Me" child sexual abuse prevention program that is delivered to Grade 4 children in the Saskatoon Public Schools and Greater Saskatoon Catholic Schools. Funds also continue to support their 24-hour Crisis Line and public education and violence prevention programs and services.

If you've got time, check out the hashtag #yxeEnVogue on Instagram and Twitter for some more pictures from the event.



3,560 people reached

Boost Post

Like Comment Share

Saskatoon Police Service, Kayla Ash Duke, Toni Deane, Jo-Ann Nolan and 26 others like this. Most Recent



Greater Saskatoon Catholic Schools Thanks for raising funds to raise awareness.

Unlike Reply Message 2 September 18 at 3:50pm



Kayla Ash Duke Such a good idea to begin this program. As a victim of childhood sexual abuse I can say having something like this in place would have helped me in many ways. As a parent I am so glad it is in place to help prevent this horrible tragedy from happening to our future generations! Great job to everyone involved!

Unlike Reply Message 1 September 19 at 11:31pm



SEPTEMBER

facebook

FEEDBACK

Comments...



Saskatoon Police Service

Published by Kelsie Fraser (?) September 3 Edited

Today's Good News!

Searching rooftops isn't the first place to look for a B&E suspect but that's exactly where officers needed to look earlier this morning.

Shortly before 2:00 a.m., Patrol officers responded to a care home on the east side after a man was seen inside the building. He obviously wasn't supposed to be there and when confronted, he fled. Knowing ASU was in the air, Patrol Officers voiced the description and last known direction of travel over the radio and continued to search the ground near the home. Little did Officers know they were being watched too.

When ASU arrived, they found the suspect hiding in a place only they could see: the roof of an adjacent house watching Police search for him! ASU let the Patrol Units know where to find the man and once discovered, he jumped to another roof before refusing to come down, telling officers that he was armed with a knife. It took an hour of negotiating with the man before he finally came down and taken into custody.

Thanks in large part to our "eyes in the sky", a 19-year-old has been charged with Break and Enter, Obstruction and Breach of Probation. He also had existing arrest warrants.



22,557 people reached

Boost Post

322 Likes 24 Comments 20 Shares



Comments...



John Piziurny Good job ASU. The eye in the sky paid off.
Unlike Reply Message 4 September 3 at 1:14pm



Beatka Sosnowski
Unlike Reply Message 1 September 3 at 1:14pm



Douglas Tompson Planes ROCK! Helicopters do NOT!
Unlike Reply Message 4 September 3 at 1:15pm



Donna Hay Excellent!!!! Well done SPS! I do get tired of reading comments from people who are annoyed by the sound of a small plane flying over their home. C'mon!
There might just come a day when you'll be so grateful for that plane because it could save you or your property.
Unlike Reply Message 19 September 3 at 1:20pm Edited



John Popowich love it donna.plane has never woke me up nor do i care if it does i feel safer with it up there>
Like Reply Message 4 September 3 at 2:47pm



Melody Savage Can't get much more efficient then that!
Unlike Reply Message 3 September 3 at 1:21pm



Michelle Ottenbreit "You can run but you can't hide" lol!!! Way to go SPS!
Unlike Reply Message 5 September 3 at 1:23pm



Brenda Nixey GO SPS GO!
Unlike Reply Message 1 September 3 at 1:28pm



Candie McKay Thanks so much for your help! We felt so supported by such kind officers!!
Unlike Reply Message 3 September 3 at 1:53pm



Shawne Yonan Keep up the great work
Unlike Reply Message 3 September 3 at 6:12pm



Jiwei Li Good job SPS!
Unlike Reply Message 1 September 3 at 6:16pm



Gail Ferguson As usual you get the bad guys no matter where they try to hide. Bless you for keeping us safe.Good job.
Unlike Reply Message 1 September 3 at 7:39pm



Murray Martz I heard all the sirens last night and the plane, and now I know. I love when I hear the plane.
Unlike Reply Message 4 September 3 at 8:06pm



Jennifer Lucky They can run, but they can't hide. Nice job.
Unlike Reply Message 2 September 3 at 8:28pm



Sharon Chamberlain
Like Reply Message September 3 at 11:12pm



Teresa Wasylciw Cooke Great job!
Unlike Reply Message 1 September 4 at 10:00am



Crystal Rassi I think the police service in Saskatoon has really stepped up in the past year. Unless of course, we're only hearing about it because of social media.
Like Reply Message September 4 at 1:16pm



SEPTEMBER

facebook

FEEDBACK



Geraldine Boyer As a Justice, I've had the privilege of working with a number of the officers in this photograph and I can tell you I couldn't be more proud of our Saskatoon Police Service.

Unlike · Reply · Message 3 · September 14 at 4:56pm

Comments...



Becky Fouhy I have two nephews on the SPS and a retired brother in law proud of what they do everyday! My son is 22 and still deep down wants to give it a shot, not quite ready yet though!

Unlike · Reply · Message 1 · September 15 at 4:10pm



Fernand R. Pare I am also a strong supporter of the Saskatoon Police and not just because my son is one of the Men in Blue 😊 😊 They do have a tough job but it is also rewarding work.

Unlike · Reply · Message 3 · September 14 at 5:28pm



Saskatoon Police Service

Published by Kelsie Fraser [?] September 21 at 3:47pm

Comments...

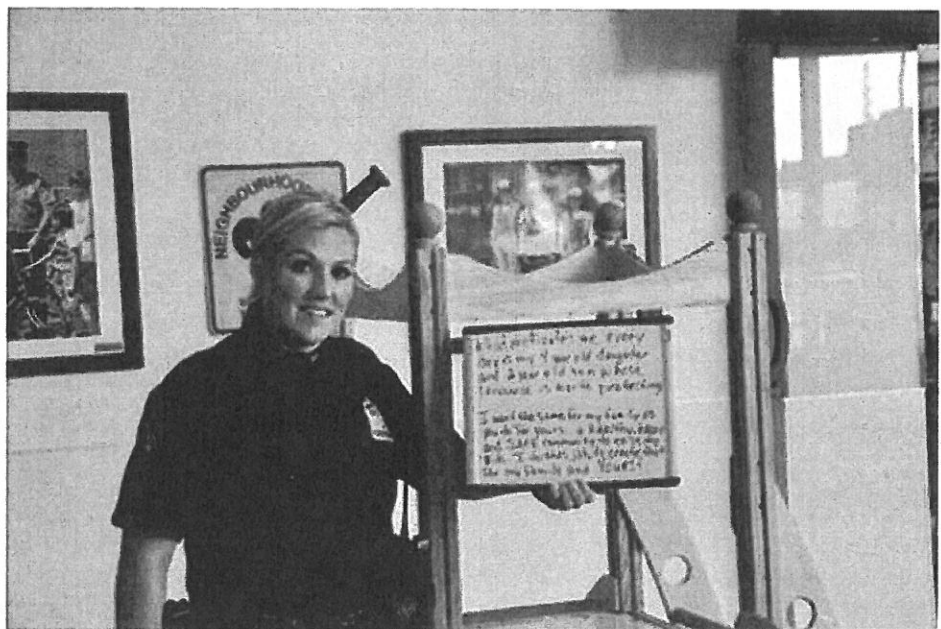
On the last Sunday of September, we pay tribute to fallen peace officers at various ceremonies across the country. Every year, the names of the officers killed in the line of duty in the last year are added to the "Honour Roll". In total, there are over 850 names engraved.

Whatever their reasons were for becoming Police Officers, the common thread is they died protecting their community's... true heroes and they will not be forgotten. In the days leading up to the Police and Peace Officers Memorial, we are giving you a glimpse into why some of our officers made the decision to wear the badge.

Cst. Jody Culbert is the SPS liaison for the Saskatoon HUB, a group that coordinates immediate response by mobilizing specific resources in order to address situations faced by individuals and families with acutely elevated risk factors. She wears the badge to identify herself as someone the community can count on in difficult times. In her position, she sees herself as a translator between people that need help and people that have help to give.

In addition to her identity as a Police Officer, she also has another title - Mom. And it's this role that drives her in continuing to help make our community as safe as possible.

#WhyIWearTheBadge



16,768 people reached

Boost Post

311 Likes 15 Comments 39 Shares



Comments...



Sherri Swidrovich Beautiful - thank you!
Unlike · Reply · Message 3 · September 21 at 3:56pm



BADGE of DISTINCTION Great stuff Jody
Unlike · Reply · Message 3 · September 21 at 4:38pm



Donna Hay
Unlike · Reply · Message 1 · September 21 at 5:11pm Edited



Joyanne Batty-Dufour Right on jody. I'm sharing this.
Unlike · Reply · Message 2 · September 21 at 5:21pm



Geraldine Boyer All too often people forget that police officers are moms, dads, daughters, sons, brothers, sisters. We look at them as controlled, detached people who can be counted on in crisis situations, but don't think that they have families and feelings, too. We are fortunate to have such dedicated individuals protecting our city.
Unlike · Reply · Message 4 · September 21 at 5:28pm



Carrie GoldenGale Amazing!!!
Unlike · Reply · Message 2 · September 21 at 6:06pm



Leah D Neufeldt Sad. 850 died in a year. Thank you for your service.
Like · Reply · Message · September 21 at 6:35pm



Jason Der #heroesinlife
Unlike · Reply · Message 1 · September 21 at 7:16pm



Michelle Jaclynn Bodnarchuk Go Jody!!
Unlike · Reply · Message 2 · September 21 at 8:47pm



Darlene Deck Nice Jody
Unlike · Reply · Message 2 · September 21 at 8:53pm



Karen Jones MacLean Thank you
Like · Reply · Message · September 21 at 9:35pm



Jacquie Friesen Thankyou Jody!!
Like · Reply · Message · September 21 at 10:38pm



Ken Kun Thank you and stay safe
Unlike · Reply · Message 1 · September 22 at 12:11am



Pat-Donna Rogal Our prayers of gratitude for them and their families and all who serve to build a better society
Unlike · Reply · Message 1 · September 22 at 7:38am



Diane Neufeld Thats awesome Jody. Keep up the good work.
Unlike · Reply · Message 1 · September 22 at 9:13am



Comments...



Saskatoon Police Service

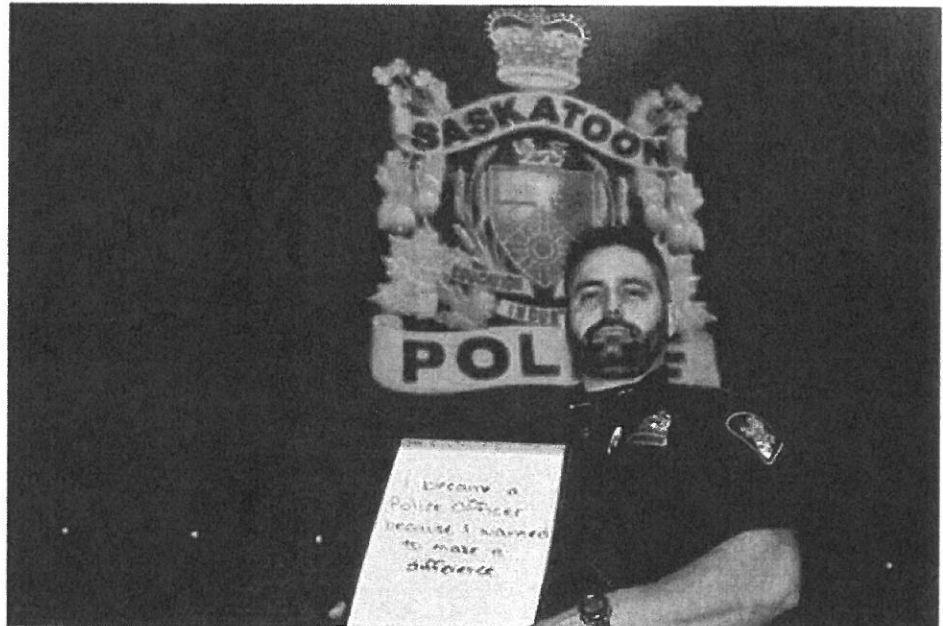
Published by Kelsie Fraser [?] · September 22 at 6:09pm · Edited ·

The badge is a symbol of strength, courage and integrity, and everyone has a different reason for wearing it. In the days leading up to the Police and Peace Officers Memorial, we are giving you a glimpse into why some of our officers made the decision to wear the badge.

Currently assigned to Detention, Sgt. Jason Worobec is also one of the Team Leaders of our crisis negotiator team. He appreciates this role for his ability to resolve conflict by influencing behavioural change. The art of negotiating has taught him that, while we need situations resolved, it's possible to go about it in ways where bridges can be built and trust achieved where there weren't any before.

Born and raised in Saskatoon, Sgt. Worobec has a vested interest in making positive changes and impactful contributions to our community. His decision to don the badge stems from a passion to be proactive in inspiring change.

#WhyIWearTheBadge



20,246 people reached

Boost Post

425 Likes · 26 Comments · 30 Shares

FEEDBACK



Donna Hay Thank-you Sgt Worobec. May you always be safe as you carry out your duty.

Unlike · Reply · Message · 3 · September 22 at 6:20pm



Janice Elizabeth Thanks for your service!

Unlike · Reply · Message · 1 · September 22 at 6:22pm



Stacey Anderson keep up the great work

Unlike · Reply · Message · 1 · September 22 at 6:29pm



Kathleen Ramsay Olson Thank you doesn't seem enough but thank you from the bottom of our hearts.

Unlike · Reply · Message · 2 · September 22 at 6:44pm



Saskatoon Police Service We don't expect anything but hearing "thank you" means the world.

Like 2 · Commented on by Kelsie Fraser [?] · September 22 at 6:58pm



Hugh Donald Alexander Fraser A great officer and I feel blessed to call him, his mom and dad, my friends.

Unlike · Reply · Message · 1 · September 22 at 7:05pm



Bev Funk We ask you to do a difficult job, and we appreciate the great work you do. Thank you.

Unlike · Reply · Message · 1 · September 22 at 7:05pm



Trina Worobec You're the best!! 😊

Unlike · Reply · Message · 2 · September 22 at 7:18pm



Martina Skopyk thank you sir!!

Unlike · Reply · Message · 1 · September 22 at 7:19pm



Cheri Kolysner Proud to call you my friend & colleague! Thanks for all you do, Jason!

Unlike · Reply · Message · 1 · September 22 at 7:24pm



Harriet Ann Harron THANK YOU VERY MUCH FOR THE WORK THAT YOU DO. GOD PLESS

Like · Reply · Message · September 22 at 7:26pm



Ken Cole thank you Sgt, stay safe!

Unlike · Reply · Message · 1 · September 22 at 7:30pm



Jacqueline Corbett Pretty popular sir!!! I agree with Trina!

Unlike · Reply · Message · 1 · September 22 at 7:51pm



Ron Sikorski Thank you for your service!

Unlike · Reply · Message · 1 · September 22 at 7:53pm



Nicole Denis Trina Worobec I thought that was your brother before I even read the write up. Good job!

Unlike · Reply · Message · 2 · September 22 at 7:58pm



Chereen Delage Thanks Saskatoon City Police! God Bless you you safe.

Unlike · Reply · Message · 2 · September 22 at 8:00pm



Melody Savage Thanks for all you do !

Unlike · Reply · Message · 2 · September 22 at 8:53pm



Melanie Gray I think I used to do track with this guy years ago!

Unlike · Reply · Message · 1 · September 22 at 9:07pm



Amanda Lepage Well done Jason!

Unlike · Reply · Message · 1 · September 22 at 9:18pm



Rhonda Walker Frohaug Wow. Congratulations Jason. Thats a

Unlike · Reply · Message · 1 · September 22 at 9:28pm



Millie Leard I am very proud of you Jason. You are a good person.

Unlike · Reply · Message · 1 · September 22 at 9:30pm



Joanne Cross Impressive Jason...Congratulations! You are great at what you do!

Unlike · Reply · Message · 1 · September 22 at 9:48pm



Catherine DeRoo Thank you!

Unlike · Reply · Message · 1 · September 22 at 10:10pm



Connie Cross Congratulations Jason. Keep up the good work

Unlike · Reply · Message · 1 · September 22 at 10:19pm



Jill Mattiello Good job, Cuz! So proud of you! ❤️

Unlike · Reply · Message · 1 · September 23 at 7:26am



Ken Worobec Look at you, all these years after school and still in detention!

Unlike · Reply · Message · 2 · September 23 at 8:48am



Sharon Worobec Your scaring me.. What is all over your face. bahahaha only kidding. Nice pic always good to see you in uniform.

Like · Reply · Message · September 23 at 4:50pm



SEPTEMBER

facebook

FEEDBACK



Saskatoon Police Service

Published by Keisie Fraser [?] · September 23 at 4:44pm

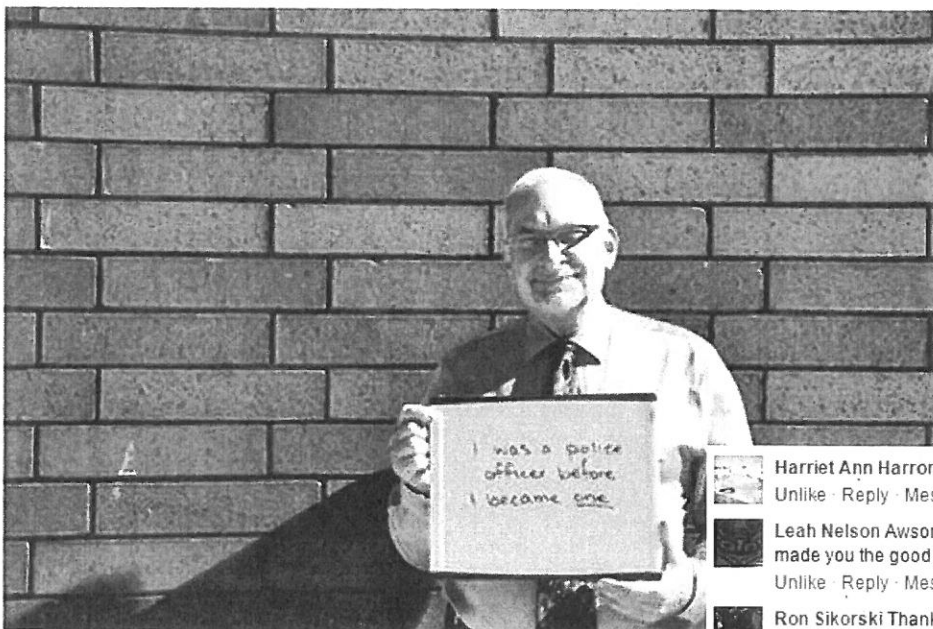
The National Peace and Police Officers Memorial is a place for families, colleagues and community to gather and pay tribute to those that paid the ultimate sacrifice. In Saskatchewan, the Memorial takes place at the Legislative Building in Regina on Sunday, September 27 at 11:00 a.m. It will be preceded by a parade beginning at 10:30 a.m.

S/Sgt Kirby Harmon grew up manifesting characteristics of a Police officer. In grade school, he always made an effort to come to the aid of those that needed it. Not physically but as someone that didn't stand idly by.

As he grew up, the calling to become a Police officer magnified. At the time, there wasn't a Saskatchewan Police College so he made sure that whatever he did, it enhanced his chances. He learned tools of the trade through a job with Campus Security; he learned leadership through mentorship and coaching youth in sports; and he learned about helping others through numerous volunteer opportunities.

Throughout S/Sgt Harmon's 34-year career with the SPS, he continues to use these qualities in everything he does but the desire to help the underdog is why he wears the badge.

#WhyIWearTheBadge



Harriet Ann Harron THUMBS UP S/SGT HARMON

Unlike · Reply · Message · 1 · September 23 at 4:58pm



Leah Nelson Awsome!!! Good genes to come from!!! Know who's guidance made you the good man that you are today. Be proud.

Unlike · Reply · Message · 1 · September 23 at 6:59pm



Ron Sikorski Thank you for your service!

Unlike · Reply · Message · 1 · September 23 at 8:15pm



Sarah Mann Brooks Congratulations Mr. Harmon! I will never forget the day you picked me up and dropped me off at home when you were coming to say hi to Neil after school one day! Thank you for keeping our neighbourhood and city safe!

Unlike · Reply · Message · 1 · September 23 at 8:29pm

8,155 people reached

123 Likes · 4 Comments · 11 Shares



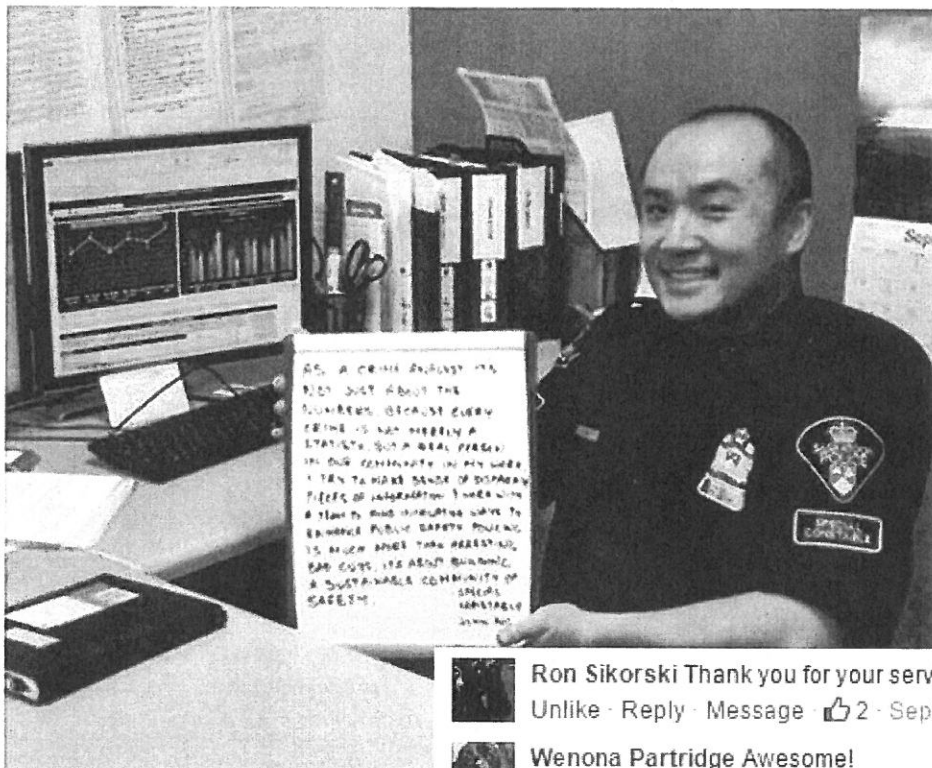
Saskatoon Police Service

Published by Kelsie Fraser [?] September 24 at 3:52pm Edited

We're continuing our #WhyIWearTheBadge series in the days leading up to the Canadian Peace and Police Officers Memorial on Sunday. In addition to those that patrol our streets and investigate crimes, there are people behind the scenes that help them to do their jobs. Today we're taking you off the streets to the guy analyzing the numbers.

S/Cst. John Ng is a crime analyst. And while he primarily deals with numbers, he doesn't lose sight of what those numbers represent. He enjoys being able to analyze data and make sense of it from a policing perspective. His work leads to a level of being proactive in determining where crime is happening and using that information to base future operational plans. S/Cst. Ng understands that it's more than arresting bad guys: it's about building a community of safety.

#WhyIWearTheBadge



9,175 people reached

148 Likes 9 Comments 16 Shares



Ron Sikorski Thank you for your service!

Unlike · Reply · Message · 2 · September 24 at 5:18pm



Wenona Partridge Awesome!

Unlike · Reply · Message · 2 · September 24 at 5:27pm



Donna Hay There are so many different and interesting facets to the SPS. The job of crime analyst sounds pretty cool. Thanks for serving!

Unlike · Reply · Message · 3 · September 24 at 5:33pm



Gail Ferguson I'm pleased to meet you. The backup guys are just as important as can make a big difference in solving crimes. Also in nailing down the bad ones. Keep up the good work. I feel safer knowing you are there doing your job, whether we see you or not. THANKS ALOT

Unlike · Reply · Message · 3 · September 24 at 6:48pm



SEPTEMBER

facebook

FEEDBACK



Saskatoon Police Service

Published by Kelsie Fraser [?] · September 26 at 6:27pm ·

Cst. Jing Xiao acts as a conduit between our community and the Police Service. She sees value in offering educational presentations and programs, a proactive approach to Policing to ensure safety in our community. In a nutshell, she wears the badge for you.

#WhyIWearTheBadge



3,920 people reached

Boost Post

58 Likes · 6 Comments · 1 Share



Ron Sikorski Thank you for your service!

Unlike · Reply · Message · 1 · September 26 at 7:42pm



Pam GM Great work Cst Xiao -- you are an essential part of helping to keep our community safe.

Unlike · Reply · Message · 1 · September 26 at 8:55pm



Donna Hay Thanks so much for all you do. 😊

Unlike · Reply · Message · 1 · September 27 at 8:03am



Fleur Macqueen Smith I am enjoying the Community Police Academy immensely. It is such a privilege to see your work up close, Saskatoon Police Service.

Unlike · Reply · Message · 1 · September 28 at 7:25am



SOCIAL MEDIA SALUTES



OCTOBER

Tweets

Saskatoon Police @Saskatoo... 9d
 The following statement & image is being released to clarify points re: medicinal marihuana investigation #yxe pic.twitter.com/2cEgK4kub0

	2014	2015	% Change
Revenue	209.75	215.75	3%
Exp	209.75	210.07	4%
Net Profit	0.00	5.68	568%
Revenue	209.75	215.75	3%
Exp	209.75	210.07	4%
Net Profit	0.00	5.68	568%
Revenue	209.75	215.75	3%
Exp	209.75	210.07	4%
Net Profit	0.00	5.68	568%

Details

Cathleen Mewis @cathleen_mewis
 @SaskatoonPolice I for one can see the bigger picture that so many can't seem to see. Thank you SPS keep up the good work!

4:51pm · 3 Nov 2015 · Twitter for iPhone

Madisen Jaylene @madise... 18d
 Big shoutout to the @SaskatoonPolice service tonight for being so awesome! Way to go to our cities fine police officers you guys rock 🍷

St. Michael Comm Sch @StMikeGSCS
 Teams vs. City Police in a friendly game of vball! @GSCSNews @SaskatoonPolice #buildingrelationships pic.twitter.com/8pFqQmLQSU

12:21pm · 29 Oct 2015 · Twitter for Android

3 RETWEETS 2 LIKES

motionball Saskatoon @motionballYXE
 Great to see leadership from @SaskatoonPolice Chief Clive Weighill! #NoGoodWay

@CACP President / @SaskatoonPolice Chief Clive Weighill reminds all that that there is #NOGOODWAY to use the R-Word. pic.twitter.com/nqu5ZzKijm



OCTOBER

twitter

FEEDBACK



Linda Frank @Lindaefrank 13d
@SaskatoonPolice way to go SPS

View



Linda Frank @Lindaefrank 13d
@SaskatoonPolice job well done SPS. Keep up the good work

View



Mitsy Stewart @lumpy_stewart 13d
Whenever I see the @SaskatoonPolice I want to join the ranks. Nothing but respect to the men, women, and canines that protect this city.

Details



Mel @sunshine_85 13d
Blue lives matter. @MJPolice @reginapolice @medhatpolice @SaskatoonPolice @TRUROPOLICE stay safe out there.



Maurice Ratt @MorleyRatt 13d
@PAFirefighters @WarmanFire @SaskatoonPolice @SaskatoonFire stay safe this weekend! Thank you all!



Finelite Photography
@FineliteCA

Fundraising for @SaskatoonSPCA continues! So far 42 dogs, 1 cat, 1 goat, 1 donkey & 1 @SaskatoonPolice dog w/ badge pic.twitter.com/tEs6FTRpKN



2:30pm - 24 Oct 2015 · Twitter for iPhone

3 RETWEETS 9 LIKES



Larry Hiatt @LarryHiatt1 41d
@SaskatoonPolice Nice to have such a good neighbour to keep an eye on things

View



Rudymiss @willowcatwo2 41d
@SaskatoonPolice thank you for tweeting the days calls. It gives the public a real time view of what the officers go through every day

View



loudlippy @loudlippy 41d
Super happy to see ghost cars stopping speeders on my street! Thanks @SaskatoonPolice #yxe I won't give any #spoilers as to where you are :)



OCTOBER

twitter

FEEDBACK



Otherbots
@Otherbots

Loved getting a live demo of the #bombsquad #robot by the @SaskatoonPolice - a great innovation that helps to keep ...
pic.twitter.com/BpMri6mrkK



1:19am · 15 Oct 2015 · IFTTT

3 RETWEETS 4 LIKES



marc schaffer @P2pilot 26d

@SaskatoonPolice excellent work, everybody. Thanks for keeping our neighborhoods safer for a lot of people.

View



VinceBeswickEscanlar @v... 35d

Kudos2 @SaskatoonPolice 4meeting

w/protesters:model4constructive public engagement fw.to/8EJIGWI Chief speaks at rally vs carding

Details



Jennifer Gelowitz @JenGelo... 36d

@cityofsaskatoon @SaskatoonPolice thanks for the digital sign on Hunt Rd n/b. Now people will see they are speeding in a school zone!

Details



Cate Glencross @ERIKaSO... 37d

@SaskatoonPolice Thanks for the great day taking the Crime Free Housing Workshop! Great information all multi-housing landlords need to know

Details



Sean McKeague @Tragically... 43d

Was great to see @SaskatoonPolice out in multiple locations stopping speeders, keep up the good work!



OCTOBER

facebook

FEEDBACK

Comments...



Saskatoon Police Service

Published by News Release [?] · October 7 at 12:05pm ·

News Release: Injured Man Investigation Leads to Clandestine Lab Discovery <http://bit.ly/1OIKIV7>

20,248 people reached

Boost Post

67 Likes · 9 Comments · 81 Shares

Like Comment Share

Donna Lee Jones, Lauren Kelsi and 64 others like this.

Most Recent ▾

81 shares



Barb Anne Oh my God do they ever look legit.scary.

Unlike · Reply · Message · 5 · October 7 at 12:31pm



BJ Newton Yikes! Good catch!

Unlike · Reply · Message · 2 · October 7 at 12:38pm



Cory Mcshannock Great bust sps

Unlike · Reply · Message · 2 · October 7 at 12:39pm · Edited



Monty Lewis Wow, talk about a stroke of luck. Get these drugs off the streets for good!

Like · Reply · Message · 1 · October 7 at 1:00pm



Gail Gray-degenhardt You have to be good to be lucky !! 😊

Like · Reply · Message · 2 · October 7 at 1:12pm



Ty DeWalt Way to go sps!

Unlike · Reply · Message · 2 · October 8 at 9:29am



Donna Hay Right on SPS! Don't you just love serendipity? 😊

Unlike · Reply · Message · 4 · October 7 at 12:20pm



Judie J Birns Well done!

Unlike · Reply · Message · 2 · October 7 at 12:22pm



Angela Lazorko-Mongovius Awesome. Get these off our streets!

Unlike · Reply · Message · 4 · October 7 at 12:32pm · Edited



Brenda Featherstone Exactly get them off the street

Unlike · Reply · Message · 3 · October 7 at 12:41pm



OCTOBER

facebook

FEEDBACK

Comments...



Saskatoon Police Service

Published by News Release [?] · October 9 at 8:23pm ·

News Release: Arrest results in seizure of drugs , firearm and recovery of stolen vehicle. <http://bit.ly/1Rz9hbN>

7,854 people reached

Boost Post

34 Likes 7 Comments 1 Share

Like Comment Share

John Ng, Brandon Dee TaweiaKenra Jacobs and 31 others like this. Most Recent ▾

1 share



Donna Lee Jones Someone has been playing too much Grand Theft Auto! Lol Good job SPS!

Like · Reply · Message · October 9 at 8:34pm



Steve Gilroy Another winner off the streets .

Like · Reply · Message · October 9 at 8:35pm



Gerry Quintin WTG GUYS THANK YOU

Like · Reply · Message · 1 · October 9 at 9:31pm



Brigitte Mercier He probably had some things to put in his suitcase before he got brought to jail for the thanksgiving party.How to get arrested 101.

Like · Reply · Message · October 9 at 9:38pm



Shawn Snyder Way to go sps

Like · Reply · Message · 1 · October 10 at 8:44am



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FEEDBACK



Saskatoon Police Service

Published by News Release [?] · October 9 ·

Comments...

News Release: Indecent Exposure/Sexual Assault Charges Laid
<http://bit.ly/1FWya03>

12,525 people reached

Boost Post

61 Likes · 16 Comments · 18 Shares

Like Comment Share

Samantha Tucker, Ty DeWalt and 58 others like this.

Chronological ▾

18 shares



Pamela Noordman glad you got him!!

Like · Reply · Message · 4 · October 9 at 10:12am



Darcy Pederson Good job!

Like · Reply · Message · 4 · October 9 at 10:23am



Steve Gilroy Out him!

Like · Reply · Message · October 9 at 10:38am



Debbie McNairn good job!!!!

Unlike · Reply · Message · 1 · October 9 at 10:48am



Roxane Ortmann Good job getting this creep off the street!

Like · Reply · Message · October 9 at 11:49am



Rhonda Robinson Good job getting this sick man!

Like · Reply · Message · October 9 at 12:08pm



Simon Reynolds That's a great collar!

Like · Reply · Message · October 9 at 12:20pm



Melissa Goetz Nice work - finally got him!

Like · Reply · Message · October 9 at 6:04pm



Beth Anne Good job catching him! Hopefully he's off the street for a decent amount of time.

Like · Reply · Message · October 9 at 6:38pm



Shawn Snyder Good job creeps like this need to be caught hopefully the investigation is thorough and he can't plead out the case....jail time hope the courts do their jobs now

Like · Reply · Message · October 9 at 9:49pm



Byron Que Anderson That's my boys

Like · Reply · Message · 1 · October 10 at 5:26am



Ty DeWalt Good to know that pervert has been finally caught.

Like · Reply · Message · 1 · October 10 at 10:21am



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FEEDBACK



Saskatoon Police Service

Published by News Release [?] · October 10 ·

Comments...

News Release: Crime spree ends in arrest and numerous charges.
<http://bit.ly/1MosrB9>

18,779 people reached

Boost Post

128 Likes · 33 Comments · 26 Shares



Tammy Niemi Dingman Great that you apprehended them before someone was hurt

Like · Reply · Message · October 10 at 11:05pm



Bobbi-Leigh Ledoux Good work SPS

Like · Reply · Message · 1 · October 10 at 11:07pm



Monty Lewis Good work. Hopefully these two idiots don't get to see the streets for a long while.

Like · Reply · Message · 2 · October 10 at 11:09pm

1 Reply



Dawn Raven Bird Good Job SPS

Like · Reply · Message · October 10 at 11:11pm



Nancy Weigel Great job!! Get these scumbags off the streets!!

Like · Reply · Message · 1 · October 10 at 11:12pm



Stuart McGeein Good job guys! Thanks.

Like · Reply · Message · October 10 at 11:14pm



Randy Buchi Santiagogo Good Job!

Like · Reply · Message · October 10 at 11:18pm



Danny Nosbush Great job SPS.

Thank you for your service!

Like · Reply · Message · 3 · October 10 at 11:19pm



Kim Kriitmaa Good job SPS...Unfortunately some judge will have them out on the street in less than a week.

Like · Reply · Message · 11 · October 10 at 11:24pm · Edited



Patty Booth Thanks for getting these two off the streets! Nice work by everyone.

Unlike · Reply · Message · 1 · October 11 at 10:55am



Colin Wilson Nicely done!

Unlike · Reply · Message · 1 · October 11 at 12:51pm



Ryan Kayseas Awesome job guys!

Unlike · Reply · Message · 1 · October 11 at 2:16pm



Fernand R. Pare Good job by everyone involved and great that the public can assist the Police with licence numbers and a good description. Without the public's help it sure makes it a lot more difficult to apprehend these low lives .

Unlike · Reply · Message · 1 · October 11 at 7:52am



Comments



Kit Ishmahname Thank you SPS for sacrificing your own happiness just to make our Thanksgiving day safe: 😊 Happy Thanksgiving!!

Like · Reply · Message · October 12 at 11:23am · Edited



Trisha London Thank you and be safe, Happy Thanksgiving! 🙏

Like · Reply · Message · October 12 at 11:23am



Daphne Ash Happy Thanksgiving to all of you, we appreciate you all for what you do. 😊

Like · Reply · Message · October 12 at 11:28am



Tanis Komada Don't forget the Dr's and nurses and their support staff too SPS!

Unlike · Reply · Message · 🍊 5 · October 12 at 11:37am



Donna Sinclair Thankyou and be safe....even though I live in VancouverI always follow your posts

Unlike · Reply · Message · 🍊 2 · October 12 at 11:39am · Edited



Brenda Featherstone Thank you and Happy Thanksgiving to all of you.

Like · Reply · Message · 🍊 1 · October 12 at 11:43am



Shake Shake Happy Thanksgiving! Have a safe shift!

Like · Reply · Message · 🍊 1 · October 12 at 11:45am



Gale Mowbray Also happy thanksgiving.

Like · Reply · Message · 🍊 1 · October 12 at 11:47am



Donna Hay Thank-you first responders for putting yourselves out there so we can be safe. ❤️

Like · Reply · Message · October 12 at 11:55am



John Piziurny Yor service is much appreciated.

Like · Reply · Message · October 12 at 12:05pm



Paulette Haywood Indeed...thank you...!! And thank you to health care workers....restaurant /retail staff All those who are working today to make our lives better!!! Thank you everyone!!!!

Like · Reply · Message · October 12 at 12:15pm · Edited



Debbie Boyer Happy Thanksgiving! ! Good job !!

Like · Reply · Message · October 12 at 12:11pm



Alice Cowtown Happy Thanksgiving to you and your family! 🍂

Like · Reply · Message · October 12 at 12:21pm



Pete Woronowski Very best to all you folks!

Like · Reply · Message · October 12 at 12:44pm



Geraldine Boyer Happy Thanksgiving, and thank you all for keeping us safe.

Like · Reply · Message · 🍊 1 · October 12 at 12:51pm



Bradley James Thank you SPS

Like · Reply · Message · 🍊 1 · October 12 at 12:59pm



Dorothy Swain Happy Thanksgiving and thanks for all that you do

Like · Reply · Message · October 12 at 1:50pm



Diane Lea Happy Thanksgiving SPS family including the four legged officers! Please be safe all of you working today and every day for that matter.

Like · Reply · Message · October 12 at 1:50pm



Susan Petrie My son and daughter in law are both working today at the Saskatoon police service. Their family in Nova Scotia, especially me, their mother, miss them soooo...love you both with all my heart... Work safe xxoo

Unlike · Reply · Message · 🍊 1 · October 12 at 4:32pm

ACK



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FEEDBACK

Comments...



Saskatoon Police Service

Published by News Release [?] · October 17 at 3:49pm ·

News Release: Late night Searched Warrant executed resulting in numerous charges. SPS File 15-74940 <http://bit.ly/1ju1YHp>

20,117 people reached

Boost Post

125 Likes 22 Comments 23 Shares



Tamara Day These arrests will likely save lives. Thank you SPS

Unlike · Reply · Message · 17 · October 17 at 3:53pm



Xander O'neil Thank you SPS. These leaches will pray on their victims until they can't because the victim dies, or the dealer goes to jail or dies himself. Hang em out to dry

Like · Reply · Message · 3 · October 17 at 4:06pm



Jen McCracken Sure is

Like · Reply · Message · October 17 at 4:07pm



Tanis Komada Thank you SPS ! Made our crescent a bit safer last night !

Unlike · Reply · Message · 4 · October 17 at 4:09pm



Darcy Pederson Thanks for making our street that much safer!

Unlike · Reply · Message · 2 · October 17 at 4:16pm



Debbie Boyer Good Job !! Woohoo !!

Unlike · Reply · Message · 1 · October 17 at 4:21pm



Steve Gilroy Nice !

Unlike · Reply · Message · 1 · October 17 at 4:23pm



Myrna Mclvor Nice to have that cleaned up.

Unlike · Reply · 2 · October 17 at 4:31pm



Ron Sikorski Keep on 'em Saskatoon Police Service! Make it so hard for them to do business they leave town or all end up in jail?!

Unlike · Reply · Message · 2 · October 17 at 4:59pm



Jaime Sommers woot woot wtg SPS, get those drugs off the streets, most excellent!

Unlike · Reply · Message · 1 · October 17 at 5:30pm



Lorry-Lee Valila Good to hear!

Unlike · Reply · Message · 1 · October 17 at 5:38pm



Kim Lamb As a mother with a son addicted to Fentynal, I thank you. Keep up the good work Saskatoon Police Service!

Unlike · Reply · Message · 2 · October 17 at 6:12pm



Brenda Stephens Reading this made my day! *Another GRET JOB! Save lives, keeps it off the streets especially from our children! Way to go SPS thank you!



OCTOBER

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FEEDBACK



Saskatoon Police Service

Published by News Release [?] · October 21 at 2:12pm ·

Comments...

News Release: Arrests - SIDEST Investigation - Search Warrants Executed <http://bit.ly/1LocSHx>

8,346 people reached

Boost Post

60 Likes · 21 Comments · 1 Share



DeZire Alexis Jayla Great job sps!!!

Unlike · Reply · Message · 1 · October 21 at 2:13pm



Steve Gilroy Good to know more garbage is off the street

Unlike · Reply · Message · 4 · October 21 at 2:21pm



Gloria Heather Good job SPS!

Unlike · Reply · Message · 1 · October 21 at 2:24pm



Kathy Donnelly Thank you!

Unlike · Reply · Message · 1 · October 21 at 2:24pm



Tracy Harrison Thank you for all you do!!!

Unlike · Reply · Message · 1 · October 21 at 2:24pm



Kim Lamb Keep up the great work!

Unlike · Reply · Message · 1 · October 21 at 2:50pm



Saskatoon Police Service Thanks for the support, Kim!

Like · Reply · Commented on by Kelsie Fraser [?] · October 21 at 3:11pm



Donna Hay Most excellent SPS! THANK-YOU for scraping another piece of crap off the streets. Clearly the drug business is moving into middle class east side neighborhoods in order to be a little more out of the radar. Not anymore!

I am proud of our police service!

Unlike · Reply · Message · 5 · October 21 at 6:51pm · Edited



Donna Lee Jones Awesome job SPS!

Like · Reply · Message · 1 · October 21 at 3:33pm



Terri Jackson Thank you for all the hard work you do to keep Saskatoon Families Safe!

Unlike · Reply · Message · 2 · October 21 at 4:44pm · Edited



Jaime Sommers hip hooray, awesome job SPS!

Unlike · Reply · Message · 2 · October 21 at 6:49pm



Nancy Cavalle Olson Awesome KEEP UP THE GOOD WORK!

Like · Reply · Message · October 22 at 6:14am



Devon & Cornwall Police

Building safer communities together

Chief of Police Clive Weighill
Saskatoon Police Headquarters
130 4th Avenue N
Saskatoon
SK
S7K 2L3
CANADA



Shaun Sawyer
Chief Constable
Police Headquarters
Middlemoor
Exeter
Devon
UNITED KINGDOM
EX2 7HQ

Telephone: 01392 452011

27 October 2015

Sir,

I am writing to you to extend my thanks and appreciation for hosting Inspector Robin Curtis, Sergeant Richard Poole and Senior Nurse Karla Wilson-Palmer during their recent visit to Saskatoon on the 5-11 October this year, whilst they were in town to present at the Biannual Custody and Caring Conference, at the Delta Bessborough Hotel.

I am informed that Inspector Mitch Yuzdepksi facilitated their visit to your police headquarters ensuring that the party were very well looked after and that they were able to liaise closely with your mental health partners. I would like to extend my personal thanks to him and the hard work that he put into the visit.

The officers have informed me of the great work that your PACT team do and the similarities between them and our Street Triage service and I am grateful that they were able to use their time to forge some close working relationships with Inspector Yuzdepksi and the PACT team.

Inspector Curtis and Sgt Poole have informed me that they have made some useful contacts with your services and mental health partners and are already keeping up contact following their return to the UK.

From the reports that I have received from the officers, you have a service to be proud of and I would look forward to hosting your officers if they take the opportunity to come to the UK in future.

Yours faithfully

Shaun Sawyer

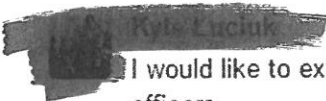
MITCH
THANK YOU FOR SPENDING
A CONSIDERABLE AMOUNT
OF TIME WITH OUR
UK COLLEAGUES..
I UNDERSTAND YOU
EVER HAD THEM TO
USE TO YOUR HOME.
THANKS Clive



Rawlyk, Donna (Police)

Subject:

Note of Appreciation

 I would like to extend a deep heart felt thank you to a few of your officers.

Last night, my brother in law was going on a downward spiral and his safety was feared by my wife and I. Last night (November 6) I called and spoke to Constable Larson and gave her as much information as I could. Details that I thought were unable to help them do their job effectively. However, I received a message from my brother in law this morning indication that officers had found him and he was safe and unharmed.

I spoke to an officer this morning and would like to personally thank from the bottom of my heart the Constables with badge numbers 736 & 664.

Because of them my wife and I have our family member still with us today and know that he is safe.

Thank you.

JEFF, PATRICK, JULIE

THANK YOU FOR PROVIDING
AN EXCELLENT RESPONSE TO
THIS ISSUE. JOB WELL DONE!



C2

TO: His Worship Don Atchison, Chairperson
Board of Police Commissioners

FROM: Clive Weighill
Chief of Police

DATE: 2015 November 06

SUBJECT: 2015 Capital Budget Adjustment Request
Saskatchewan Combined Forces Special Enforcement Unit Saskatoon
Office Relocation

FILE #: 2006-2



ISSUE:

Police Service capital projects are typically approved as part of a corporate wide process with City Council approval coming in December of each year. On occasion, urgent matters will arise necessitating the need to consider the approval of capital projects outside of the normal timelines.

The Saskatoon Police Service has an existing Memorandum of Understanding with the Saskatchewan Combined Forces Special Enforcement Unit (CFSEU) participating agencies which covers the operations and funding of the unit. The agreement includes the RCMP and the Province of Saskatchewan.

The Saskatoon CFSEU site has been required to relocate by May 2016. A suitable location has recently been identified and an agreement has been made with the RCMP 'F' Division to fund this Capital Budget project.

RECOMMENDATION:

1. That the Board approves a 2015 Capital Budget expenditure adjustment of \$300,000 for one-time purchase for the necessary security improvements and renovation costs of the CFSEU Saskatoon site.
2. That the Board forwards the Capital Budget adjustment request to City Council for approval.

DISCUSSION:

The Saskatoon Police Service uses funding obtained through the CFSEU Memorandum of Understanding to cover the leasing and operating costs of the Saskatoon CFSEU site. As a result of the changing needs of the owner of current location where CFSEU Saskatoon is located it was necessary for them to relocate their operations. CFSEU is a province wide integrated policing

“PUBLIC AGENDA”

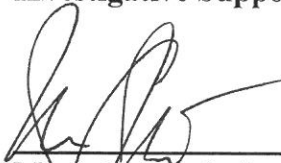
task force formed to investigate existing and emerging organized crime groups. CFSEU is a provincially funded initiative.

Renovations to a new site include the typical costs to make the location meet the needs of policing. Additional renovations are required so that the new site meets the security requirements of the RCMP.

The funding for this Capital Project is already in place. The RCMP ‘F’ Division has authorized three hundred thousand dollars (\$300,000) from their 2015/2016 fiscal year budget to be used for the purposes of one-time purchases for the relocation of the CFSEU Saskatoon site. The funds will be used for expenses related to electrical, HVAC, security improvements, demolition and reconstruction.


Written by: **Inspector Dave Haye**
Investigative Support Division

Approved by:



Mark Chatterbok
Deputy Chief, Operations

Submitted by:



Clive Weighill
Chief of Police

Dated:

Nov. 9/15

TO: His Worship Don Atchison, Chairperson
Board of Police Commissioners

FROM: Clive Weighill
Chief of Police

DATE: 2015 October 26

SUBJECT: 2015 Operating Budget – Year End Projection Update

FILE: 2017

**ISSUE:**

In order to provide the Board with an update on the budget performance of the Service a report has been compiled summarizing 2015 Operating Budget year end projections.

RECOMMENDATION:

That the information be received.

DISCUSSION:

	2015 BUDGET	2015 PROJECTED	VARIANCE	%
Revenues	\$ 9,523,700	\$10,643,100	\$ 1,119,400	11.75%
Expenditures				
Staff Compensation	72,422,700	72,913,200	(490,500)	(0.68%)
Non - Staff Compensation	17,167,200	17,461,900	(294,700)	(1.72%)
Total Expenditures	89,589,900	90,375,100	(785,200)	(0.88%)
Total Net Budget	\$ 80,066,200	\$79,732,000	\$ 334,200	0.42%
			Surplus	

Based on current available information it is projected that the Saskatoon Police Service will have a year-end operating budget **surplus of \$334,200 (.42%)**.

Projected budget variances summarized by major category are as follows:

Revenues	\$1,119,400	Over Budget
Staff Compensation	\$ 490,500	Over Budget
Non-Staff Compensation	\$ 294,700	Over Budget
Net Budget Variance	\$ 334,200	Under Budget

“PUBLIC AGENDA”

Revenues

Total revenues are projected to be \$1,119,400 (11.75%) higher than budgeted. The most significant variance is anticipated in Provincial program funding which is projected to be \$844,000 over budget including \$557,800 in funding for a the new Centre of Responsibility (COR) program, \$212,500 non-budgeted overtime cost recovery related to a major investigation and \$115,800 for a new non-budgeted Automated Speed Enforcement position. Other notable increases include \$133,500 in non-budgeted Special Duty Revenue and \$297,700 in General Revenues largely related to Criminal Record Checks. Partially offsetting these positive variances is Federal Government Revenue that is projected to be \$200,300 under budget mostly due to the earlier than expected ending of two position secondments.

Staff Compensation


Staff Compensation is projected to be \$490,500 (.68%) over budget at year end the net effect of a number of variances. Negative variances include higher than budgeted negotiated salary increases for police personnel (\$277,000), other earnings largely related to overtime (\$124,300), payroll costs (\$67,600) as well as \$111,200 in non-budgeted Special Duty overtime. Partially offsetting these projected over expenditures are vacancy savings of \$45,400 and severance pay which is projected to be \$44,200 under budget due to a lower than expected number of retirements.

Non-Staff Compensation Costs

Non-Staff Compensation Costs are projected to be \$294,700 (1.72%) over budget. This is the net impact of variances throughout the Service including \$466,000 in non-budgeted expenditures in government funded programs such as the new Centre of Responsibility (COR) program partially offset by \$171,300 in anticipated expenditure savings spread throughout operations including fuel and equipment costs.

Written by: **Don Bodnar**
Director of Finance

Submitted by:



Clive Weighill
Chief of Police

Dated:

Nov. 9/15

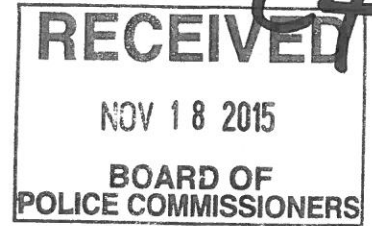
TO: His Worship Don Atchison, Chairperson
Board of Police Commissioners

FROM: Clive Weighill
Office of the Chief

DATE: 2015 November 16

SUBJECT: Delayed Response Collision 900 Block 20th Street East - August 28,
2015

FILE #: 2004



BACKGROUND:

On August 28, 2015, at 5:19am the Saskatoon Police 911 Communication Centre received a call reporting a collision in the 900 block 20th Street East. The Communication Centre received four further calls before police were dispatched or the 911 call was transferred to MD Ambulance. The driver of the vehicle George Buxton (name released upon approval of the family) suffered medical distress and struck a parked vehicle. A complete investigation has been conducted to ascertain the reason for the delay in response.

RECOMMENDATION:

The Board of Police Commissioners receives this report as information.

DISCUSSION:

The investigation revealed the following:

- At 05:19 a call was received regarding a collision where a vehicle stuck the complainant's parked car. The complainant stated the driver of the vehicle appeared to be passed out. The complainant could not advise whether an ambulance was needed or not. The call taker coded the collision as a Motor Vehicle Accident without injuries, Priority 4, therefore neither MD Ambulance nor the Fire Department were notified.
- At 05:34 the same complainant called 911 again. A different call taker took the call and checked the computer screen, observed the call was already logged as priority 4 and advised the complainant we would send a car as soon as possible.
- At 05:40 another person called 911 to report the accident. The original call taker took this call and was advised the driver still was passed out. The complainant was advised we would have a car attend as soon as possible.
- At 06:00 a call was received through the administration non-emergency line to report the collision. The call was taken by a 3rd call taker. The complainant was advised we had the call logged and would attend.

PUBLIC AGENDA

- At 06:02 the final call was received on 911 by the same call taker that answered the 06:00 administration line. The complainant reported that the driver of the vehicle was not moving and may be dead. The call taker immediately upgraded the call to a Priority 2 and transferred the call to MD Ambulance while staying on the line. MD Ambulance and the Fire Department immediately dispatched units to the scene.
- 06:21 police unit dispatched.
- 06:26 police arrive. The person driving the vehicle had already been taken to the hospital.

The attending police officer and a sergeant went to the hospital after leaving the accident scene. The driver of the vehicle had been pronounced deceased by the hospital and a coroner arrived at the hospital. The hospital staff had already called the family and advised them of the death prior to police arriving at the hospital.

I met with Mr. Buxton's family on September 4th, at the family home. I apologized for the delay in our initial response, discussed the incident with them, heard their concerns, and advised them I would meet with them again as soon as the investigation was complete. During the period of the investigation the Staff Sergeant from Professional Standards kept in contact with the family advising them of the progress of the investigation.

A comprehensive investigation was conducted by Professional Standards. The call takers, dispatchers, Communication Centre supervisors, attending police officer and supervisory sergeant provided statements regarding their involvement. Statements were taken from witnesses of the event. The vehicle was checked for mechanical condition.

The Provincial Complaints Commission has provided oversight for the investigation.

Findings of the investigation:

1. The original call taker should have asked more questions regarding the condition of the driver. The call should have been prioritized as a priority 2 rather than a Priority 4. If that had occurred, according to our priority system a police unit would have been rerouted from a less serious call or brought in from another police district, whereas a Priority 4 call is held until the District car is available. The call would have also been transferred to MD Ambulance and the Fire Department.
2. The call taker on the second call should not have relied on the information shown on the computer screen as a priority 4 call. This was the second call from the same caller within 15 minutes and more information should have been obtained and the call re-prioritized.
3. The call taker on the 3rd call (which was the original call taker) continued to assume the call was a priority 4 call. At this point she should have asked more questions. This was the third call and more could have been done.
4. Although the 4th call was taken by a call taker on the administrative non-emergency line, she should have checked further into the call rather than assuming it had been coded correctly originally as priority 4.

5. Both MD Ambulance and Saskatoon Fire Department attended to the scene. They both arrived within their response standards after receiving the call at 6:04. If the call had been prioritized as priority 2, they would have been notified upon the first 911 call.
6. It was revealed through statements from the witnesses that they broke into the vehicle while waiting for the ambulance and police to arrive. They attempted to wake the driver, there was no response.
7. It is believed Mr. Buxton suffered a medical issue, therefore resulting in the collision.
8. The vehicle was examined for mechanical issues and was found to not have deficiencies.

Resolution from the Investigation:

The three call takers involved have all been found to be in Neglect of Duty, which is a major offence under the Saskatchewan Police Act Discipline Regulations. It is understood they should have asked more questions and should have erred on the side of caution, to log the call as Priority 2, rather than Priority 4. Had this occurred, a more timely response from ambulance, fire, and police could have occurred. They have received written reprimands under the Police Act Discipline Regulations. All staff involved were cooperative throughout the investigation and would react differently after reviewing the incident.

Communication Staff will be undertaking additional training to ensure more questions are asked on the original and follow up calls of events. Additional standards will be developed for Supervisory staff in the Communications to monitor more closely when multiple calls from one incident are occurring.

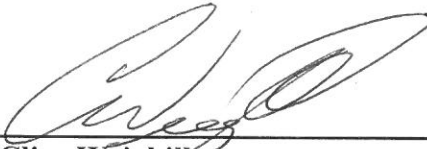
CONCLUSION:

I have met with the Buxton family and extended an apology on behalf of the Police Service. I provided them with the results of the investigation and advised them of the discipline and training that will be put in place. The response to the call was not of the standard expected by the citizens of Saskatoon. I believe constructive corrective and training changes have been put in place to avert a reoccurrence.

Submitted by:

Chief Clive Weighill

Approved by:



Clive Weighill
Chief of Police

Dated:

Nov 16 / 15

TO: His Worship Don Atchison, Chairperson
Board of Police Commissioners

FROM: Clive Weighill
Office of the Chief

DATE: 2015 November 24

SUBJECT: Missing and Murdered Persons

FILE #: 2012-1



BACKGROUND:

The following inquiry was made by Commissioner Inglis-McQuay at the meeting of the Board of Police Commissioners held on September 14, 2015:

“That the Saskatoon Police Service provide a report to the Police Services Board regarding how files related to missing and murdered persons, with a particular emphasis on Aboriginal women, are addressed.”

RECOMMENDATION:

The Board of Police Commissioners receives this report as information.

DISCUSSION:

I believe the Saskatoon Police Service is one of the leading agencies in relation to the investigation of murdered and missing persons:

- ✓ We have completely revamped our policy on missing persons
- ✓ Added additional resources to coordinate and investigate missing person files
- ✓ Participated in the Provincial Task Force on Missing Persons
- ✓ Provide assistance for awareness marches and memorials for missing persons
- ✓ Provide Victim Services to the families who have experienced the loss of a loved one
- ✓ Educated the public on the issue of missing persons
- ✓ Conceived and joined in partnership with the Saskatoon Tribal Council and the Province of Saskatchewan to erect a memorial in the front plaza of police headquarters for missing and murdered aboriginal women.

The following are the answers to the specific questions asked by Commissioner Inglis –McQuay

1. What immediately occurs when a missing person report is made?

- a) When a call comes to the Saskatoon Police Service (SPS) about a missing person, the Communications Special Constable (Comms S/Cst.) takes the report immediately

PUBLIC AGENDA

from the caller. There is no wait time to report a missing person. Several factors are considered:

- i) The age and mental/physical condition of the missing person,
 - ii) The location last seen, length of absence and the weather conditions,
 - iii) Is the missing person in a “vulnerable life style”? This includes involvement in gangs, criminal activity, drug or alcohol abuse, sex trade or in an abusive relationship.
- b) The report only takes a few minutes to type and goes to Central Records (CR). CR then puts the missing person on the Canadian Police Information Center (CPIC) where any officer across Canada checking this name will be notified the person is missing. The missing person is also put on the National Crime Information Center (NCIC American version of CPIC) which can be accessed by Federal, State and local law enforcement agencies in the United States as well as other Criminal Justice Agencies.
- c) The Communications S/Cst notifies the Communications Sergeant (Sgt.) of all missing person calls reported, where the Sgt. will then:
- a. Determine whether a patrol unit is dispatched to follow-up the missing person report.
 - b. Ensure the information is broadcast to all patrol cars if it is determined a Patrol car will not be dispatched.
 - c. Notify the Watch Commander of a reported missing person.
 - d. Dispatch a patrol car if the missing person is 12 years old or younger, elderly person, or involves other circumstances that would require immediate attention such as the person is in a vulnerable lifestyle, mentally/physically challenged, has committed a criminal offence, if it is believed to be an abduction or if foul play is suspected.
- d) Patrol will remain involved until arrangements can be made through the Targeted Enforcement Staff Sergeant for an investigator to be assigned. If there are signs of foul play, the Major Crime Staff Sergeant is notified.
- e) If the missing person is over the age of 12 and there are no unusual circumstances evident, the file is assigned to a patrol officer for immediate investigation. This file is assigned to patrol officers for 4 days. If the missing person is not located in the 4 days, the file is assigned to the Missing Person Unit for investigation and will remain assigned to the Missing Person Unit until the person is located.

- f) Reports of missing persons will be taken by the SPS, regardless of the missing person's residence or whether they went missing from within or outside the jurisdiction of the SPS. If the person went missing from outside SPS jurisdiction, the SPS will enter the missing person on CPIC and contact the Police agency responsible for that area and all the information we have will be forwarded to that agency. Once the originating agency has the missing person on CPIC our CPIC entry will be removed.

2. What is the average time taken between the filing of a missing person report and the commencement of an investigation?

- a) The Communications S/Cst. will have most of the report typed by the time the person reporting the missing person is done providing all the information. An estimate of about 10-15 minutes from the beginning of the call to the report being done.
- b) If the Comms. Sgt. decides to send a patrol car, the investigation starts as soon as that car arrives to speak to the person making the missing person report.
- c) Whether a patrol car is sent or not, the report goes to Central Records and will be entered onto CPIC with an hour. Once on CPIC the file goes to the Watch Commander for file assignment.

3. What are the current statistics on missing Aboriginal woman connected to Saskatoon?

- a) The number of Missing Persons reported to SPS by the 5 different categories from January 1 to September 30, 2015 are as follows:

a. Missing Person	1776
b. Eloped Mental Patient	110
c. MP-Assist Outside agency	28
d. Eloped Mental Patient-Assist Outside Agency	0
e. Found Persons (located for Outside Agency)	11

Total 1925

- b) A number of the missing person files are repeat/habitual runaways. Some are reported as missing up to 40 times in a year.
- c) We have no historical missing children.
- d) The SPS currently has 13 historic missing persons (male and female) files that are assigned to the Sergeant in the Missing Person Unit. These files range from 1953 to 2012. All these files remain active investigations until a resolution is reached.
 - a. Of the 13 files 8 are male and 5 are female.
 - b. Of the 5 female files, 2 are Aboriginal.

- c. One file not counted in the above 13 is the most recent missing person yet to be located, Kandice Singbeil. The Major Crime Unit is actively investigating this file.

4. Are there any proactive programs in place with SPS intended to prevent occurrences of missing and murdered Aboriginal women?

- a) The two Constables who work in the Missing Person Unit meet every week with the Ministry of Social Services “Pays to be Safe Unit”. They identify individual youths who are high-risk “runners”. Risk factors include being part of a vulnerable lifestyle and have been reported missing 3-5 times for an extended period. Once a youth has been identified, they work with the youth to stabilize, motivate and engage in a safety plan with the youth. Once the youth is stabilized they are removed from the list. Missing young people are a community responsibility. This requires the coordinated efforts of community partners to provide safety strategies for missing children and youth.
- b) SPS is involved with SACCI, which is the Saskatchewan Association of Cold Case Investigators that is made up of Police Agencies from across the Province. The members meet twice a year to discuss Cold Cases or unsolved Homicides and unsolved Missing Person investigations. The Association is made up of members from Estevan, Weyburn, Moose Jaw, Prince Albert, Regina, RCMP Historic Case Units from Regina and Saskatoon along with Saskatoon Police Service. The Chief Coroner and Dr. Walker, Professor at the University of Saskatchewan and Forensic Anthropologist are also members. In speaking to Det/Sgt. Little, Major Crime Cold Case Investigator and Chair of SACCI, Saskatchewan is the only province in Canada with an Association for Cold Case Investigators.
 - a. The Mission of the Association is to provide a structured environment where the members can advance cold case investigations.
- c) Victim Services in Saskatoon has one of three Missing Person Liaisons (MPL) positions that work in the Province. The MPL work closely with police investigators on missing person files and maintain contact with the families of missing persons. The MPL is the contact person for the family as Police investigators might not always be available to speak to the families. MPL members have put together a binder called “Family Toolkit” that is provided to the families of a missing person. This binder will be included with this report for your reference.
- d) The MPL also travels across the province and trains Victim Service workers in remote locations so they can be prepared to deal with families of missing persons.

- e) The MPL does presentations to community groups and also presents across Canada regarding Missing Persons. The Missing Person Unit does help with some of these presentations.
- f) SPS dedicates three full time positions to the Missing Person Unit; One Sergeant who is assigned all long term missing person files and oversees all missing person files that are reported to SPS and two Constables who investigate all missing person files that have not been solved by Patrol members within the first 4 days.

5. What is being done on files for which missing woman have not been located?

- a) The missing person (male and female) files are assigned to the Sergeant in the Missing Person Unit.
- b) The Province has funded a full time Victim Services Missing Person Liaison position to work with the families.
- c) Information on Missing Persons in Saskatchewan can be found at SACP website. This is the Saskatchewan Association of Chiefs of Police website.
- d) As mentioned in the above question.

6. How are the families of the missing person treated while investigations are occurring?

This question may best be asked of the families of a missing person but the SPS and Victim Services are very aware of the situation the family is going through and take several steps to ensure the family's needs are being met.

- a) An investigator and Victim Service MPL will meet with the family at the earliest opportunity to try and answer any questions the family may have.
 - b) The MPL will provide a "Family Toolkit" binder for the family to refer to.
 - c) The MPL will be able to assist the family with any support programs needed.
 - d) Saskatchewan has a trained therapist in "ambiguous loss" for counseling of families of missing persons.
 - e) The families will be updated by an investigator on the progress of the investigation as often as the family wishes. This may be done through the MPL, by phone with the investigator or in person. Most updates are through the MPL and this allows the investigator to stay focused working on the file.
- ✓ The police in partnership with the Saskatoon Tribal Council and the Province of Saskatchewan will be erecting a memorial in the front plaza of police headquarters for missing and murdered aboriginal women. Several community consultations comprised of families of missing and murdered aboriginal women and interested persons were held to get ideas for the memorial. A request for proposal drew several proponents. The proponent's ideas were taken to a public consultation, whereas the community chose the

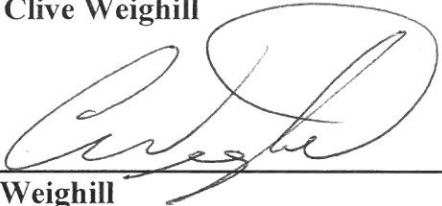
successful memorial. A picture of the artist's rendition is attached. The memorial will be completed by the end of 2016.

CONCLUSION:

I believe the Saskatoon Police Service is one of the leading agencies in relation to the investigation of murdered and missing persons:

Submitted by: **Detective Sergeant Kevin Montgomery**
Detective Inspector Rick Penny
Chief Clive Weighill

Approved by:



Clive Weighill
Chief of Police

Dated:

Nov 16 / 15



Implementation of a New Saskatoon Police Pension Plan and Consequential Amendments to the Existing Plan

Recommendation

That The Saskatoon Board of Police Commissioners adopt:

1. Resolution 1 to enact Bylaw No. 1925, *The Retirement Plan for Employees of The Saskatoon Board of Police Commissioners Amendment Bylaw, 2015*;
2. Resolution 2 to adopt the proposed amendments to the Trust Agreement for The Retirement Plan for Employees of The Saskatoon Board of Police Commissioners, and authorize the Chair and Secretary to execute the amended Trust Agreement;
3. Resolution 3 to adopt the Saskatoon Police Pension Plan Trust Agreement and the attached Saskatoon Police Pension Plan, and authorize the Chair and Secretary to execute the Trust Agreement; and
4. Resolution 4 to adopt The Supplemental Cash Payment Arrangement.

Topic and Purpose

The purpose of this Report is to recommend:

- (a) that The Saskatoon Board of Police Commissioners adopt a new target benefit pension plan for members of the Saskatoon Police Service on and after January 1, 2016; and
- (b) that amendments be made to the existing Retirement Plan to close it to new members effective December 31, 2015, cease member contributions after that date and to cease payment of benefits out of the Retirement Plan with respect to employment after December 31, 2015.

Background

Throughout 2014, representatives from The Saskatoon Board of Police Commissioners (the "Commission"), the Saskatoon Police Association (the "Association") and the Saskatoon Police Executive Officers' Association (the "Executive Officers' Association") reviewed various options as it related to the long-term sustainability of The Retirement Plan for Employees of The Saskatoon Board of Police Commissioners (the "Existing Plan").

On November 28, 2014, the Commission and the Association agreed to freeze the Existing Plan as at December 31, 2015 and to establish the Saskatoon Police Pension Plan (the "New Plan") as at January 1, 2016.

Implementation of a New Saskatoon Police Pension Plan and Consequential Amendments to the Existing Plan

Starting in January of 2015, the Saskatoon Police Pensions Working Group, which contained representatives from the Commission, the Association and the Executive Officers' Association, was set up to develop the new pension structure for the Commission. The Group has been working on the changes to the pension arrangements in respect of police for the Commission, which are summarized in this document.

Report

As outlined above, the Commission and the Association agreed to freeze the Existing Plan as of December 31, 2015 and establish the New Plan as of January 1, 2016.

Existing Plan

The amendments to the Existing Plan are provided for in Bylaw No. 1925, *The Retirement Plan for Employees of The Saskatoon Board of Police Commissioners Amendment Bylaw, 2015*. These amendments will:

- close the Existing Plan to new members;
- cease to provide benefits from the Existing Plan in respect of employment with the Commission after December 31, 2015;
- cease member contributions to the Existing Plan after December 31, 2015;
- continue to recognize post-December 31, 2015 earnings and service with the Commission but only for the purpose of calculating a member's earnings and determining a member's eligibility for early retirement;
- change the cost sharing arrangement to reflect the Commission assuming full responsibility for the funding requirements for the Existing Plan after December 31, 2015; and
- together with amendments to the Trust Agreement, change the structure of the Existing Plan Board of Trustees such that the Commission assumes ultimate responsibility for, and control of, the Existing Plan, including its governance and the investment of its assets.

Particulars of the amendments to the Trust Agreement of the Existing Plan are set out in the attached resolution as Attachment 2.

New Plan

The Saskatoon Police Pension Plan Trust Agreement and the Saskatoon Police Pension Plan set out the governance and benefit provisions of the New Plan. The New Plan is a target benefit plan effective January 1, 2016 which will:

- move all current active and disabled members of the Existing Plan to the New Plan on January 1, 2016;
- provide that all new Saskatoon Police Service employees hired on or after January 1, 2016 will join the New Plan;
- establish a trust fund known as the Saskatoon Police Pension Fund for the purpose of providing pension benefits to members of the New Plan;

Implementation of a New Saskatoon Police Pension Plan and Consequential Amendments to the Existing Plan

- provide for contribution rates of 9% of pensionable earnings for members and 9% for the Commission;
- provide that, if the New Plan develops a funding deficit, the Commission will increase its contributions to 9.5% of the members' pensionable earnings but will have no further responsibility beyond the maximum 9.5% contribution rate;
- provide that if the New Plan develops or continues a funding deficit after the Commission has reached its maximum contribution rate, benefits under the Plan will be reduced according to provisions set out in the New Plan and the Trust Agreement (to be restored in reverse order when appropriate);
- recognize service provided under the Existing Plan for the purposes of determining a member's eligibility for retirement under the New Plan;
- together with the Trust Agreement, implement a governance structure for the New Plan such that the Association assumes ultimate responsibility for, and control of, the Plan, including its governance and the investment of its assets;
- through the Trust Agreement, grant to the Trustees the authority to amend the New Plan text, provided that no amendment can be made which is contrary to the provisions of the Trust Agreement;
- the Trustees may not amend provisions as to who may be a member, the definition of pensionable earnings and the Commission's required contributions (these could only be amended by amending the Trust Agreement itself which would have to be approved by the Commission); and
- introduce an annual affordability test to be used by the Trustees for the implementation of mandatory benefit reductions, reinstatements and enhancements based upon the provisions of the Trust Agreement.

The New Plan is to be implemented by a resolution of the Commission rather than a bylaw. This is for two reasons. First, as set out above, the New Plan may be amended by the Trustees (with the important exceptions as to contribution rates, pensionable earnings and membership). Implementation of the New Plan by a bylaw may lead to the implication that a bylaw is necessary to amend the New Plan, which is not the case. Secondly, the use of Board of Police Commissioner Bylaws to implement pension plans and amendments is simply a historical holdover from the time when the Board was governed by a Part of *The Urban Municipality Act* rather than *The Police Act, 1990*. The latter *Act* does not require the use of bylaws to conduct Commission business.

Receipt of Benefits on Retirement

Employees who retire after January 1, 2016 will receive retirement benefits for all service up to December 31, 2015 under the Existing Plan and benefits under the New Plan for service from January 1, 2016 to the date of their retirement.

Impact on the Commission

As a result of the implementation of the New Plan and changes to the Existing Plan, the Commission will assume payment of the full deficit in the Existing Plan and will take on all risks associated with the Existing Plan, but also assumes control of the governance and investments of the Existing Plan which will be closed to new membership.

In respect of the New Plan, the Commission's liability is limited to 9% of members' pensionable earnings. However, if the New Plan develops a funding deficit, the Commission will increase contributions to 9.5% of members' pensionable earnings, but will have no further responsibility beyond this maximum 9.5% contribution rate. In addition, the member representative will have ultimate control and responsibility for the governance and investments of the New Plan as its members are ultimately taking on the risks associated with the New Plan (through changes in benefit levels). The Commission's liability will not exceed the maximum 9.5% contribution rate.

Supplemental Cash Payment Arrangement

As part of the agreement reached between the parties, the Commission agreed to a fixed contribution rate of 9% of members' pensionable earnings in the New Plan. Given the maximum pension limits prescribed within the *Income Tax Act*, there is a possibility for certain highly-paid members to have their contributions capped within the New Plan. In order to deal with those amounts that the Commission cannot contribute to the New Plan because of the maximum pension limits, the parties agreed to a Supplemental Cash Payment Arrangement (the "SCPA").

The SCPA is not a registered arrangement, but rather flow-through arrangement. The contributions to the SCPA are equal to 9% of any earnings over and above the maximum pension limits. All amounts within the SCPA are paid out to members as taxable employment income as they accrue each paycheck. All members of the New Plan are eligible for the SCPA, however, their earnings must be greater than the maximum pension limits to receive a benefit.

Attachments

1. Resolution 1 with attached Bylaw, No. 1925, *The Retirement Plan for Employees of The Saskatoon Board of Police Commissioners Amendment Bylaw, 2015*.
2. Resolution 2 with attached Proposed Amendments to existing Trust Agreement.
3. Resolution 3 with attached Saskatoon Police Pension Plan Trust Agreement with attached Appendix "A" – The Saskatoon Police Pension Plan.
4. Resolution 4 with attached Supplemental Cash Payment Arrangement.

Report Approval

Written by: Jack Manning, Solicitor
Approved by: Patricia Warwick, City Solicitor

BYLAW NO. 1925

Resolution 1 - The Retirement Plan for Employees of The Saskatoon
Board of Police Commissioners Amendment Bylaw, 2015

- WHEREAS** The Saskatoon Board of Police Commissioners (the “**Commission**”) has established The Retirement Plan for Employees of The Saskatoon Board of Police Commissioners (the “**Plan**”);
- WHEREAS** The Plan may be amended pursuant to Section 14.01 thereof by the Commission, in mutual agreement with what is now the Saskatoon City Police Association (the “**Association**”);
- WHEREAS** By Memoranda of Agreement dated November 28, 2014, December 10, 2014 and November 12, 2015 (the “**MOAs**”) the Commission and the Association agreed i) to freeze the Plan as of December 31, 2015 and ii) that the Commission would assume sole responsibility for the funding of the Plan’s liabilities after December 31, 2015;
- WHEREAS** Subsection 36.97(4) of the Regulations to the *Pension Benefits Act, 1992* contemplates that Section 36.97 applies to the Plan if, among other things, the Plan’s administrator files an amendment to the Plan with an effective date of January 1, 2016 providing that i) benefits pursuant to the Plan cease to accrue with respect to service by members after December 31, 2015, and ii) no new members are allowed to join the Plan after December 31, 2015;
- WHEREAS** To give effect to the MOAs and comply with subsection 36.97(4) of the Regulations to the *Pension Benefits Act (SK)*, the Commission now wishes to adopt Bylaw No. 1925 to the Plan in order to:
- (a) cease to provide benefits in respect of service by members after December 31, 2015;
 - (b) change the eligibility provisions to no longer allow new members to join the Plan after December 31, 2015;
 - (c) change the cost sharing arrangement to reflect the Commission assuming full responsibility of the funding requirements for the Plan after December 31, 2015; and
 - (d) make certain housekeeping changes;

THEREFORE IT IS RESOLVED THAT:

1. The Commission adopts Bylaw No. 1925 attached to this resolution as Appendix "A" effective January 1, 2016.

Passed this _____ of November, 2015.

Chair, Saskatoon Board of Police Commissioners

Secretary, Saskatoon Board of Police Commissioners

Appendix “A”

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BYLAW NO. 1925

The Retirement Plan for Employees of The Saskatoon Board of Police Commissioners Amendment Bylaw, 2015

The Saskatoon Board of Police Commissioners enacts:

Title

1. This Amendment may be cited as **The Retirement Plan for Employees of The Saskatoon Board of Police Commissioners Amendment Bylaw No. 2015.**

Purpose

2. The purpose of this Bylaw is to amend the Plan in order to:
 - (a) close the Plan to new members;
 - (b) cease member contributions in respect of pensionable service after December 31, 2015;
 - (c) change the cost sharing arrangement to reflect the Commission assuming full responsibility of the funding requirements for the Plan after December 31, 2015;
 - (d) freeze pensionable service prior to January 1, 2016; and
 - (e) make certain housekeeping changes.

Bylaw No. 1913 Amended

3. The Retirement Plan for Employees of The Saskatoon Board of Police Commissioners, being Schedule "A" to Bylaw 1913 and forming part of that Bylaw, is amended in the manner set forth in this Bylaw.

Section 1.01 Amended

4. Subsection 1.01(1) is amended by adding "**in respect of their employment with the Commission prior to 2016**" to the end of the Subsection.
5. New Subsection 1.01(18) is added as follows:

"(18) By Memorandum of Agreement dated November 28, 2014, the Commission and the Association agreed to freeze the Plan as of December 31, 2015, and establish the Saskatoon Police Pension Plan as of January 1, 2016. More specifically as it relates to the Plan, the Commission and the Association agreed to:

- (a) continue to recognize post-December 31, 2015 earnings and service with the Commission under the Plan, but solely for the purposes of calculating a Member's Earnings and determining a Member's eligibility for early retirement;
- (b) cease to provide benefits in respect of employment with the Commission after December 31, 2015;
- (c) change the eligibility provisions within Section 3 to no longer allow new members to join the Plan after December 31, 2015;
- (d) cease Member contributions in respect of employment with the Commission after December 31, 2015;
- (e) change the cost sharing arrangement within Section 4 to reflect the Commission assuming full responsibility of the funding requirements for the Plan after December 31, 2015; and,
- (f) change the governance structure of the Board such that the Commission assumes ultimate responsibility for and control of the Plan, including its governance and the investment of its assets.

The Plan was amended by Bylaw No. 1925 to reflect the changes as outlined above. ”.

Section 2.07 Amended

6. Section 2.07 is amended by replacing “**Saskatoon City Police Pension Plan Board of Trustees as described in Section 12**” with “**board of trustees of the Plan established under the Trust Agreement**” in the definition of Board.

Section 2.12 Amended

7. Section 2.12 is amended by adding “**For greater clarity, Continuous Service shall include uninterrupted active service rendered on a regular, permanent basis by a Member to the Commission after 2015 while the Member is a member of the Saskatoon Police Pension Plan.**” after “**whichever first occurs.**” in the definition of Continuous Service.

Section 2.15 Amended

8. Section 2.15 is amended by replacing the paragraph numbering “(a)” and “(b)” with “(1)” and “(2)”.
9. Section 2.15 is amended by replacing “**Pensionable**” with “**Retirement**” in the definition of Early Retirement Date.

Section 2.16 Amended

10. Section 2.16 is amended by replacing “Section 2.42” with “Section 2.43” in the definition of Earnings.

Section 2.29 Amended

11. Section 2.29 is amended by replacing the second paragraph with the following:

“An Active Member is a Member who, for periods of Continuous Service prior to 2016 made the required contribution to the Plan. For periods after December 31, 2015, an Active Member is a person who was an Active Member of the Plan on December 31, 2015 and is an active member of the Saskatoon Police Pension Plan.”

Section 2.34 Amended

12. Section 2.34 is amended by adding “prior to 2016” after “(pro-rated in each year for part-time Members)” and by adding “prior to 2016” after “shall include any period of Continuous Service” and by adding “For greater clarity, Pensionable Service shall cease to accrue after December 31, 2015.” to the end of the definition of Pensionable Service.

Section 2.37 Amended

13. Section 2 is amended by adding the following new Section 2.37, with appropriate renumbering of the remaining sections:

““Retirement Service” means, in respect of a Member, the sum of:

- (1) the Member’s Pensionable Service prior to January 1, 2016; and**
- (2) the Member’s period of service as a member of the Saskatoon Police Plan after December 31, 2015 while making contributions to that plan, including any period of continuous service while a member of that plan during which such member received benefits under the Long-Term Disability Plan, sick bank or *The Workers’ Compensation Act*.”**

Section 3.03 Amended

14. Subsection 3.03(3) is amended by adding “prior to 2016” after “thereafter re-employed” and by adding “A Member re-employed after December 31, 2015 shall not be eligible to re-join the Plan but shall instead become a member of the Saskatoon Police Pension Plan in accordance with its terms.” after “Member’s re-employment.”.
15. Section 3 is amended by adding the following new Section 3.04:

“3.04 Plan Closed

- (1) Notwithstanding anything in this Section 3, individuals who first commence employment with the Commission after December 31, 2015 shall not be eligible to join the Plan, shall not become a Member of the Plan and shall not be entitled to benefits from the Plan. Individuals who commence employment with the Commission after December 31, 2015 who are Members on account of being entitled to a pension or deferred pension in respect of a period of employment with the Commission prior to January 1, 2016 shall remain entitled to such pension or deferred pension in accordance with the terms of this Plan.”.

Section 4.01 Amended

16. Subsection 4.01(1) is amended by replacing the current Subsection 4.01(1) with the following:

“(1) Active Members

- (a) Each Active Member, commencing on the date the Employee becomes a Member, is required to contribute by payroll deduction an amount equal to:

- (i) a base percentage of the Member's monthly Earnings, such base percentage being as follows for the following periods:

A. immediately prior to January 1, 2011, 7.00%

B. for the period from January 1, 2011 to December 31, 2011, 7.67%;

C. for the period from January 1, 2011 to December 31, 2012, 8.34%;

D. for the period from January 1, 2013 to December 31, 2015, 9.00%;

E. for the period on and after January 1, 2016, nil;

plus

- (ii) a base percentage of the member's Vacation payout, such base percentage being as follows for the following periods:

- A. immediately prior to January 1, 2011, 7.00%;
- B. for the period from January 1, 2011 to December 31, 2011, 7.67%;
- C. for the period from January 1, 2012 to December 31, 2012, 8.34%;
- D. for the period from January 1, 2013 to December 31, 2015, 9.00%;
- E. for the period on and after January 1, 2016, nil.

plus

- (iii) prior to January 1, 2016, an additional amount equal to the percentage of the Member's monthly Earnings and Vacation Payout, as certified by the Actuary in the most recent actuarial report, which will collectively equal fifty (50%) percent of that portion of the amount in excess of 17.5% of Members Earnings and Vacation Payout for the year, determined by the Actuary as necessary to meet the minimum funding requirements as prescribed by Applicable Legislation.

or

- (iv) an amount otherwise agreed to by the Commission and the Association.
- (b) Contributions by the Member shall be deposited monthly in the Fund and shall be credited to the Member's Required Account, together with Credited Interest.
- (c) Member contributions made in respect to Subclauses 4.01(1)(a)(i) and 4.01(1)(a)(ii) shall cease once a Member has attained thirty-five (35) years of Pensionable Service.”.

Section 4.02 Amended

- 17. Subsection 4.02(1)(b) is amended by deleting “equal to up to 3.5% of the Member's Earnings and Vacation Payout plus the amount equal to the Member Required

Contributions made under Subsection 4.01(1)(a)(iii). or” after “Applicable Legislation”.

18. Subsection 4.02(1)(c) is deleted.

Section 4.03 Amended

19. Subsection 4.03(1) is amended by adding “**for a period prior to 2016**” after “**4.02(1)(a)**”.
20. Subsection 4.03(2) is amended by replacing “**In the event that**” with “**If**” and adding “**for a period prior to 2016**” after “**discloses that**” in the first sentence.

Section 4.04 Amended

21. Subsection 4.04(1) is amended by adding “**for periods prior to January 1, 2016,**” after “**purposes of this section,**”.
22. Subsection 4.04(3) is amended by replacing “**The**” with “**For periods prior to January 1, 2016, the**” in the first sentence.

Section 5.01 Amended

23. Subsection 5.01(1)(a) is replaced with:
- “(a) for Pensionable Service for the period prior to December 31, 1989, and for the period from January 1, 1995 to December 31, 2015:**
- (i) two per cent (2.0%) of the Member’s Final Earnings multiplied by the Member’s years of Pensionable Service; plus**
- (ii) two per cent (2.0%) of 1/36th of the Member's Vacation Payout multiplied by the Member's years of Pensionable Service; ”.**

Section 5.02 Amended

24. Subsection 5.02(2) is amended by replacing “**Pensionable**” wherever it appears with “**Retirement**”.

Section 5.04 Amended

25. The title of Section 5.04 is amended by replacing “**Transfer of Benefit**” with “**Maximum Transfer Value**”.
26. Subsection 5.04 is amended by removing Subsection 5.01(1) in its entirety and re-numbering the remaining subsections accordingly.

Section 5.05 Amended

27. Subsection 5.05(1) is amended by replacing “**lesser**” with “**least**”.
28. Subsection 5.05(3)(d) is amended by replacing “**Pensionable**” wherever it appears with “**Retirement**”.

Section 10.01 Amended

29. Subsection 10.01(1) is amended by adding “**prior to January 1, 2016**” after “**Commission**”.

Section 10.03 Amended

30. Subsection 10.03(1) is amended by replacing the current Subsection 10.03(1) with the following:

“(1) **[Intentionally Deleted – Spent]**”.

31. Subsection 10.03(2) is amended by replacing the current Subsection 10.03(2) with the following:

“(2) **[Intentionally Deleted – Spent]**”.

32. Subsection 10.03(4)(a) is amended by adding “**prior to 2016**” after “**former employer**” in the first paragraph.

33. Subsection 10.03(5)(a) is amended by adding “**and before January 1, 2016**” after “**October 31, 1993**”.

34. Subsection 10.03(5)(b)(i) is amended by adding “**prior to 2016**” after “**leave of absence**”.

Section 10.04 Amended

35. New Subsection 10.04(2) is added as follows:

“(2) **For greater certainty, and notwithstanding anything else contained within this Section 10, no periods of service after December 31, 2015 may be purchased under the Plan.**”.

Section 12.02 Amended

36. Subsection 12.02 is amended by replacing the current Subsection 12.02 with the following:

“**12.02 Board**

- (1) **The purpose of the Board is to act as Administrator of the Plan and to hold the pension Fund in trust. The Board shall oversee all aspects of the Plan and periodically review the Plan in order to provide advice to the Commission and the Association as to measures necessary to keep the Plan up to date as well as to maintain the financial integrity of the Plan.**
- (2) **The administration of the Plan shall be the responsibility of the Board and whenever a question arises in the course of such administration, which cannot be settled by reference to the Plan, the Board shall settle such question in a manner not inconsistent with the provisions of the Plan.”.**

Section 12.03 Amended

37. Section 12.03 is amended by removing it in its entirety and replacing it with “[Intentionally Deleted]”.

Section 13.01 Amended

38. Subsection 13.01(3) is amended by deleting **“In the event of termination of the Plan and in the event that there should be insufficient funds to make the payments provided for hereunder, in whole or in part, the right to such payments shall cease or such payments shall be reduced.”** at the end of the subsection.

Section 13.02 Amended

39. Section 13.02 is amended by removing it in its entirety and replacing it with “[Intentionally Deleted]”.

Section 13.03 Amended

40. Subsection 13.03(4)(a) is amended by replacing the current Subsection 13.03(4)(a) with the following:

- “(a) the annual amount, which, when added to the contributions made by Members pursuant to Sections 4.01 and 4.02, in each year will:**
- (i) provide the regular benefits described in the Plan;**
 - (ii) pay all normal costs for current service for periods prior to January 1, 2016 as they become due; and**
 - (iii) liquidate any shortfall in the Fund by making annual payments sufficient to liquidate the shortfall over a term of not more than the maximum term allowed under the Act.”**

41. Subsection 13.03(4)(b) is deleted.

Section 13.04 Amended

42. Section 13.04 is amended by replacing the current Section 13.04 with the following:

“(1) Any Surplus of the Plan shall first accumulate as a reserve for contingencies. The amount of the reserve shall be equal to the lesser of the Surplus itself and twenty five percent (25%) of the Plan’s liabilities, determined on a going-concern basis and including applicable margins for adverse deviation as approved by the Actuary and the Board.

Once the reserve for contingencies has been provided for, any additional Surplus accruing under the Plan shall be allocated equally between the Commission and the Members and their beneficiaries. Amounts allocated to the Commission shall be distributed as specified by the Commission. Amounts allocated to the Members and their beneficiaries shall be distributed as specified by the Association.

(2) In no circumstances shall the amount of Surplus held as a reserve for contingencies pursuant to Subsection 13.04(1) be in excess of the amount permitted by the Income Tax Act.”.

Section 14.01 Amended

43. Subsection 14.01(2) is amended by deleting “**a permanent Plan**” after “**the Plan shall be**”.

44. Subsection 14.01(3)(a) is amended by deleting “**and**” at the end of the Subsection.

45. Subsection 14.01(3)(b) is amended by replacing “.” at the end of the Subsection with “;”.

46. New Subsection 14.01(3)(c) is added as follows:

“(c) no amendment shall be made until a report from the Actuary has been obtained; and,”.

47. New Subsection 14.01(3)(d) is added as follows:

“(d) no amendment shall be made after December 31, 2015 which reopens the Plan’s membership or otherwise allows anyone to accrue benefits under it in respect of employment after December 31, 2015.”.

Section 14.02 Amended

48. Subsection 14.02 is amended by replacing the current Subsection 14.02 with the following:

- “(1) So long as any Members are employed by the Commission, the Plan may only be terminated by written agreement to that effect between the Commission and the Association. Once all Members cease to be employed by the Commission, the Plan may be terminated by written notice to that effect from the Commission to the Association and the Board. In the event of the termination of the Plan:**
- (a) If the Fund is insufficient to fully fund the remaining benefits payable under the Plan, the Commission shall contribute to the Fund such amount as is necessary to fully fund such remaining benefits;**
 - (b) The assets of the Fund shall be determined, allocated and distributed by the Board, assisted by the Actuary, but in accordance with the Applicable Legislation to provide the benefits in accordance with the Plan; and,**
 - (c) Any assets remaining in the Fund after all benefits payable under the Plan have been fully provided for shall be allocated equally between the Commission and the Members and their beneficiaries. Amounts allocated to the Commission shall be distributed as specified by the Commission. Amounts allocated to the Members and their beneficiaries shall be distributed as specified by the Association. If there are no Members or their beneficiaries remaining in the Plan, the amounts which would have been allocated to such Members and their beneficiaries shall be transferred, in accordance with Applicable Legislation, to the Saskatoon Police Pension Plan for the benefit of members of that plan. If such a transfer is not permitted by Applicable Legislation, the amounts which would have been allocated to the Members and their beneficiaries shall be distributed to members of the Saskatoon Police Pension Plan as specified by the Association.”**
- (2) Following termination of the Plan, there shall be no distribution or allocation of assets until the termination amendment and the method of allocating and**

distributing the assets of the Fund have been approved by the regulatory authorities under Applicable Legislation.”.

Section 15.02 Amended

49. Subsection 15.02(1) is amended by replacing the current Subsection 15.02(1) with the following:

“(1) The Plan is chargeable with the fees of the custodian and of any investment manager, with any expenses reasonably and properly incurred by the custodian and any investment manager in respect of the Plan and the Plan is chargeable with any expenses reasonably and properly incurred by the Administrator in the administration, operation or management of the Plan and the Fund. For greater clarity, such expenses shall include any cost of services provided to the Plan by the Commission and/or City.”.

Section 15.10 Amended

50. Subsection 15.10(2) is amended by replacing **“the tests for solvency”** with **“funding tests”**.
51. Subsection 15.10(5) is amended by deleting **“either upon termination of the Plan when, due to insufficient funds, a reduction in benefits is authorized by Applicable Legislation, or”** after **“not be reduced except”**.

Appendix A – Portability Agreement Amended

52. The final paragraph of the first page of Appendix A is amended by adding **“for a period prior to January 1, 2016”** after **“previous employer”**.
53. Subsection 8(d) is amended by adding **“prior to January 1, 2016”** after **“period of service”**.
54. Subsection 9(b) is amended by replacing **“joining”** with **“being an Active Member of”**.
55. Subsection 10 is amended by replacing **“all the pensionable service”** with **“a period of pensionable service prior to 2016”** in the first sentence.
56. Subsection 11(a) is amended by adding **“prior to 2016”** after **“Exporting Plan”**.
57. Subsection 12 is amended by adding **“prior to 2016”** after **“pensionable employment”**.
58. Subsection 14 is amended by adding **“prior to 2016”** after **“pensionable employment”**.
59. Subsection 15 is amended by adding **“prior to 2016”** after **“pensionable employment”**.

Acceptance of Portability Agreement Amended

60. Subsection (b) is amended by adding “**prior to 2016**” after “**employment Service**”.
61. Subsection (c) is amended by adding “**prior to 2016**” after “**pensionable employment**”.
62. Subsection (d) is amended by adding “**for a period prior to 2016**” after “**Pensionable Service**”.

The Saskatoon Board of Police Commissioners
Resolution 2 - The Retirement Plan for Employees of The
Saskatoon Board of Police Commissioners – Amendments to Trust Agreement

WHEREAS The Saskatoon Board of Police Commissioners (the “**Commission**”) has established The Retirement Plan for Employees of The Saskatoon Board of Police Commissioners (the “**Plan**”);

WHEREAS The terms of the Plan are set out in a plan text contained in Bylaw No. 1913 entitled “The Retirement Plan for Employees of The Saskatoon Board of Police Commissioners Bylaw, 2003”, as amended, and in a restated Trust Agreement dated as of January 1, 2003 between the Commission, what is now the Saskatoon City Police Association (the “**Association**”), and the Saskatoon Police Executive Officers’ Association (the “**Executive Officers’ Association**”);

WHEREAS The Trust Agreement constitutes a board of trustees composed of appointees of the Commission, Association and the Executive Officers’ Association, which board of trustees is the “administrator” of the Plan for the purposes of the *Pension Benefits Act, 1992* and as such has ultimate legal responsibility for the administration of the Plan and the investment of the Plan’s assets;

WHEREAS The Trust Agreement may be amended pursuant to Section 16 thereof by the Commission;

WHEREAS By Memoranda of Agreement dated November 28, 2014, December 10, 2014 and November 12, 2015 (the “**MOAs**”) and ratified in a Memorandum of Settlement dated December 10, 2014, the Commission and the Association agreed i) to freeze the Plan as of December 31, 2015 and ii) that the Commission would assume sole responsibility for the funding of the Plan’s liabilities after December 31, 2015;

WHEREAS To give effect to the MOAs, the Commission now wishes to amend the Trust Agreement in order to:

- (a) change the governance structure of the board of trustees such that the Commission assumes ultimate responsibility

for and control of the Plan, including its governance and the investment of its assets; and

- (b) make certain housekeeping changes.

THEREFORE IT IS RESOLVED THAT:

1. The Commission agrees to the following changes to the Trust Agreement effective January 1, 2016:

Section 1 Amended

1. Section 1(h) is amended by replacing “employees” with “**Employees**”

Section 6 Amended

2. Section 6 is amended by replacing the current Section 6 with the following:

“(1) The Trustees shall be comprised of seven persons appointed as follows:

- (a) four persons shall be appointed by the Commission;**
- (b) two persons shall be appointed by the Association; and**
- (c) one person shall be appointed by the Executive Officers.”.**

Section 7 Amended

3. Section 7 is amended by deleting the current Subsection 7(3), with appropriate renumbering of the remaining sections.

Section 10 Amended

4. Subsection 10(1)(b) is amended by adding “**actuaries,**” after “**legal counsel,**”.
5. Section 10 is amended by adding the following new Subsections, with appropriate renumbering of the remaining sections:

- “(c) appoint any person(s) or corporation to administer the Plan and may delegate for such purpose from time to time such authority as the Trustees may deem necessary and advisable;**
- (d) engage such persons as may be reasonably necessary to provide secretarial services and pay out of the Fund, their reasonable compensation;”.**

Section 13 Amended

6. Section 13 is amended by replacing the current Section 13 with the following:

- “(1) The Trustees shall meet at the call of the Chair and in any event at least once every three months.**
- (2) The Commission shall appoint a Chair and Vice-Chair, each of whom must be a Trustee appointed by the Commission.**
- (3) The Trustees shall appoint a Secretary at the first meeting in each calendar year. The Secretary shall receive such remuneration as the Trustees may determine and such remuneration shall be charged to the Fund.**
- (4) A quorum for Trustees meetings shall be three (3) Trustees, at least two (2) of whom must be Trustees appointed by the Commission under clause 6(1)(a), one (1) of whom must be the Chair or Vice-Chair and one (1) of whom must be a Trustee appointed by the employee organizations under clauses 6(1)(b) or 6(1)(c).**
- (5) Subject to subsection (5), at any duly called and constituted Trustees meeting, each Trustee is entitled to one vote. The Trustees may act by majority vote except where otherwise specified in this Agreement or the Plan.**
- (6) If the number of Commission appointed Trustees present at a Trustees meeting is less than the number of Trustees who are not Commission appointed Trustees, then, if there are two Commission appointed Trustees present, each Commission appointed Trustee will be entitled to 1.5 votes.**
- (7) The Chair and Vice Chair are each entitled to vote on all resolutions, but are not, except as provided in subsection (10), entitled to a second vote in the event of deadlock.**
- (8) Every Trustee must cast a vote in favour of or against any proposal, motion or resolution properly made at a Board meeting, and any purported abstention by a Trustee is deemed to be a vote against the proposal, motion or resolution.**
- (9) A deadlock is deemed to exist whenever a proposal, motion or resolution made by a Trustee and seconded by another Trustee is neither adopted nor rejected by a majority vote, or where a proposal, motion or resolution is unable to be made at a meeting due to lack of a quorum at two consecutively called meetings.**
- (10) In the event of a deadlock, a further meeting of the Trustees must be held no later than 14 days after the deadlock has arisen for the purpose of resolving the matter in dispute. If a deadlock on the matter still exists at such**

meeting, the Chair, or, in the Chair's absence, the Vice Chair, is entitled to a second vote to break the deadlock.

- (11) **The Association and the Executive Officers may each invite one person to attend a Trustees' meeting as an observer of the proceedings. The Association may invite an additional observer who is a retired or inactive member of the Plan. The Commission may invite two persons to attend a Trustees' meeting as an observer of the proceedings. Each individual attending such meeting as an observer must first enter into an agreement satisfactory to the Trustees regarding maintaining confidentiality of the proceedings."**

Section 17 Amended

7. Subsection 17(1)(d) is amended by replacing **"Saskatoon Police Pension Plan"** with **"Retirement Plan for Employees of the Saskatoon Board of Police Commissioners"**.

2. The Commission authorizes the Chair and the Secretary to execute a formal Amending Agreement to give effect to the foregoing changes to the Plan's Trust Agreement.

Passed this _____ of November, 2015.

Chair, Saskatoon Board of Police Commissioners

Secretary, Saskatoon Board of Police Commissioners

**The Saskatoon Board of Police Commissioners
Resolution 3 - The Saskatoon Police Pension Plan Trust Agreement
and The Saskatoon Police Pension Plan**

WHEREAS

The Saskatoon Board of Police Commissioners (the “**Commission**”) and The Saskatoon City Police Association (the “**Association**”) have agreed to implement a new target benefit pension plan effective January 1, 2016 for members currently under The Retirement Plan for Employees of The Saskatoon Board of Police Commissioners; and

WHEREAS

the new pension plan will be implemented by way of a trust agreement known as the Saskatoon Police Pension Plan Trust Agreement which includes the Saskatoon Police Pension Plan attached as Appendix “A” thereto; both of which are attached to this resolution as Appendix “A”.

THEREFORE IT IS RESOLVED THAT:

1. The Commission adopt the Saskatoon Police Pension Plan Trust Agreement and the Saskatoon Police Pension Plan attached thereto as Appendix “A”.
2. The Chair and Secretary are authorized to execute the Saskatoon Police Pension Plan Trust Agreement.

Passed this _____ of November, 2015.

Chair, Saskatoon Board of Police Commissioners

Secretary, Saskatoon Board of Police Commissioners

Appendix “A”

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SASKATOON POLICE PENSION PLAN

TRUST AGREEMENT

January 1, 2016

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SASKATOON POLICE PENSION PLAN

THIS TRUST AGREEMENT dated for reference January 1, 2016 is made

AMONG: The Saskatoon Board of Police Commissioners (the “**Commission**”),

AND: The Saskatoon City Police Association (the “**Association**”),

AND: The Saskatoon Police Executive Officers’ Association (the “**Executive Officers’ Association**”).

WHEREAS:

- A. The pension plan now known as the Retirement Plan for Employees of The Saskatoon Board of Police Commissioners (the “**Existing Plan**”) was established effective October 1, 1965.
- B. On October 16, 2003 the Commission enacted Bylaw No. 1913 which restated in its entirety the terms of the Existing Plan effective January 1, 2003.
- C. Since 2003 the Existing Plan has been variously amended, most recently effective January 1, 2011 by way of Bylaw No. 1924.
- D. Section 14.01 of the Existing Plan’s plan text provides that the Commission and the Association may by mutual agreement amend the Existing Plan, subject to the restrictions set out in Section 14.
- E. By Memorandum of Agreement dated November 28, 2014 and ratified in a Memorandum of Settlement dated December 10, 2014, the Commission and the Association agreed to freeze the Existing Plan as of December 31, 2015, and to establish the Saskatoon Police Pension Plan (the “**Plan**”) as of January 1, 2016. The Plan is to be governed by a board of trustees with broad powers of administration and investment, and in respect of which the trustees appointed by the Association will hold the balance of power.
- F. By Memorandum of Agreement dated November 12, 2015 the Commission and the Association, and the Commission and the Executive Officers’ Association amended their respective collective bargaining agreements to revise their pension arrangements, including to, among other things, limit the Commission’s liability in respect of the Plan in the manner set out in this Agreement.

- G. Pursuant to [The Pension Benefits Amendment Regulations, 2015] made ● by Order in Council ●, section ● of the regulations under the Pension Benefits Act, 1992 (the “PBA”) provides that the Plan is a “prescribed plan” for the purposes of s. 40(5) of the PBA.
- H. The Plan qualifies as a pension plan subject to subsections 40(5) and (6) of the PBA in which all of the Commission’s employees can participate.
- I. The parties hereto now wish to implement their agreements and establish a board of trustees to administer the Plan and hold its assets, and to set out the powers and duties vested in that board of trustees in respect of the Plan.

THEREFORE THE PARTIES AGREE as follows:

ARTICLE 1. - INTERPRETATION

1.1 Definitions

The recitals above and the appendices hereto form part of this Agreement. All of the capitalized terms in the Agreement including the recitals and appendices shall, unless the context or subject matter otherwise requires, have the following meanings:

“**Actuary**” means the actuary or firm of actuaries appointed by the Board for the purposes of the Plan who is, or in the case of a firm of actuaries, at least one of the principals of which is, a Fellow of the Canadian Institute of Actuaries.

“**Administrative Agent**” means the person appointed by the Board in accordance with Section 6.3.

“**Agreement**” means this Trust Agreement as it may be amended from time to time in accordance with its terms.

“**Appointing Body**” means, in respect of a Trustee, the entity described in Article 4 as being entitled to appoint or remove that individual as a Trustee.

“**Association Trustee**” means a Trustee appointed by the Association in accordance with Section 4.3.

“**Auditor**” means any person, firm or corporation as may from time to time be appointed by the Board as auditor of the Plan.

“**Best Estimate Assumptions**” means going concern actuarial assumptions adopted by the Board from time to time on the advice of the Actuary that i) may contain reasonable simplifications and approximations, ii) are determined without regard to the results they would produce, iii) are consistent with accepted actuarial practice, and iv) contain no intentional provision for adverse deviations in future experience.

“**Board of Trustees**” or “**Board**” means “The Board of Trustees of the Saskatoon Police Pension Plan” constituted hereunder, which board consists of the groups of individuals who from time to time are appointed as Trustees in accordance with this Agreement.

“**Business Day**” means a day that is not a Saturday, Sunday or holiday in the Province of Saskatchewan.

“**Chair**” means the Chair of the Board elected pursuant to Section 4.15.

“**Commission**” means The Saskatoon Board of Police Commissioners.

“**Commission Trustees**” means those Trustees appointed by the Commission in accordance with Section 4.2.

“**Contributions**” means sums of money paid or payable to the Pension Fund by the Commission or a Member pursuant to the Plan Text.

“**Executive Officers’ Trustee**” means the Trustee appointed by the Executive Officers’ Association pursuant to Section 4.4.

“**Investment Policy**” means the written statement of investment policies and procedures adopted by the Board pursuant to subsection 5.1(d).

“**ITA**” means the *Income Tax Act*, R.S.C. 1985 c. 1 (5th Supplement).

“**Member**” means an employee or former employee of the Commission who has joined the Plan and is or may become entitled to Pension Benefits.

“**Member Trustee**” means an Association Trustee or an Executive Officers’ Association Trustee, as the context requires.

“**PBA**” means *The Pension Benefits Act, 1992*, S.S. 1992, c. P-6.001.

“**Pension Benefits**” means the pension and other benefits payable under the Plan as specified in the Plan Text.

“**Pension Fund**” means the Saskatoon Police Pension Fund constituted pursuant to Section 2.2.

“**Pensionable Earnings**” means the portions of the cash compensation paid to the Members in respect of which the Commission and the Members must make contributions to the Pension Fund, as more fully specified in the Plan Text.

“**Plan**” means the Saskatoon Police Pension Plan, the terms of which are set forth in this Agreement and the Plan Text, as each is amended from time to time.

“**Plan Partners**” means the Commission and the Association.

“**Plan Text**” means the text which, among other things, specifies the various pension benefits that will be provided through the pension plan constituted by this Agreement, as such text is amended from time to time. A true copy of the initial Plan Text is annexed hereto as Appendix “A”.

“**Superintendent of Pensions**” means the superintendent of pensions appointed under section 3 of the PBA.

“**Trustee**” means an individual signatory to this Agreement who has agreed to act as a trustee of the Pension Fund in accordance with this Agreement and those individuals appointed from time to time as his or her successors under the provisions of this Agreement.

“**Union**” means the Association, the Executive Officers’ Association and any successor to either of them.

“**Vice-Chair**” means the Vice-Chair of the Board elected pursuant to Section 4.15.

1.2 Use of Plural or Gender Specific Terms

In this Agreement and the Plan Text, according to the context:

- (a) gender specific terms include both genders and include a corporation, partnership, society, association or union;
- (b) words in the singular include the plural and words in the plural include the singular; and
- (c) where a word or expression is defined, other parts of speech and grammatical forms of the same word or expression will have corresponding meanings.

1.3 Headings

The headings used in this Agreement are for convenience only, and must not be relied upon to interpret, limit or construe the provisions of this Agreement.

1.4 Use of Certain Terms

The expressions “herein”, “hereof”, “hereto”, “above”, “below” and similar expressions used in any Article, Section, subsection or paragraph of this Agreement refer and relate to the whole of this Agreement and not to that Article, Section, subsection or paragraph only, unless otherwise expressly provided.

1.5 Statutory References

In this Agreement and the Plan Text, any reference to a statute includes and is deemed to be a reference to such statute and to the regulations made pursuant thereto and any final judicial decisions interpreting the same, with all amendments made thereto and in force from time to

time, and to any statute or regulation that may be passed that has the effect of supplementing or superseding the statute so referred to or the regulations made pursuant thereto.

1.6 Successors to Unions

- (a) If a trade union is, by reason of a merger, amalgamation or transfer of jurisdiction, the legal successor of a Union, that trade union assumes all of the powers, duties and responsibilities of the Union hereunder.
- (b) If a Union ceases to operate for any reason other than as described in subsection (a), or a Union ceases to be a certified bargaining agent for any Member, the powers, duties and responsibilities of the Union hereunder shall thereupon pass to the then remaining Union.
- (c) If a trade union that is not a Union becomes a certified bargaining agent of any Members in place of a Union, and the Union continues to be the certified bargaining agent of other Members, the Union's powers, duties and responsibilities hereunder will be allocated between the Union and the other trade union in such manner as they agree. Provided the agreed upon allocation is lawful, and in accordance with this Agreement, the PBA, the ITA and any other applicable legislation, the Commission and the Unions must amend this Agreement to reflect such agreement.

1.7 Conflict Between Plan Text and Agreement

In the event of any conflict between the terms of this Agreement and the Plan Text, the terms of this Agreement govern.

ARTICLE 2. - ESTABLISHMENT OF PLAN AND PENSION FUND

2.1 Establishment of Plan

Effective January 1, 2016, a pension plan known as the "Saskatoon Police Pension Plan" is hereby established for the primary purpose of providing employees of the Commission with lifetime incomes after retirement in respect of their services as employees of the Commission.

2.2 Establishment of Pension Fund

Effective January 1, 2016, a trust fund known as the "Saskatoon Police Pension Fund" is hereby established for the purpose of providing Pension Benefits to Members. The trust fund consists of all Contributions and other payments received from time to time by the Board, together with all increments, earnings and profits associated with the administration of the trust fund less all authorized payments therefrom.

2.3 Status of the Plan under PBA

The Plan is constituted in accordance with subsections 40(5) and (6) of the PBA. Without limitation, the Commission's sole financial obligation in respect of the Plan is to make contributions to the Pension Fund equal to 9.0%, or 9.5% of Pensionable Earnings in certain

circumstances as per subsection 9.1(a), of the Pensionable Earnings of active Members on and after January 1, 2016 as specified in the Plan Text. The Members must make contributions to the Pension Fund in the amounts specified in the Plan Text.

2.4 Registration of Plan with Regulatory Authorities

Upon the adoption of this Agreement and the Plan Text, the Board must apply to register the Plan as a “registered pension plan” under the PBA and the ITA. If registration under either statute is not obtained or maintained, the Plan and the trusts created under this Agreement must be terminated in accordance with Article 16 as of the effective date of such refusal or cancellation of registration, provided that if the Board is contesting in good faith the refusal or cancellation of such registration, such termination of the trusts created under this Agreement will be suspended until all appeals from such refusal or cancellation are exhausted.

2.5 Pension Fund Held in Trust for Members

The Board holds the Pension Fund in trust for the exclusive benefit of the Members and their beneficiaries and must deal with it in accordance with this Agreement. All assets of the Pension Fund are available to pay Pension Benefits for Members. However, nothing in this Agreement precludes the Board, with the prior consent of the Plan Partners, from purchasing annuities with funds from the Pension Fund to discharge (in whole or in part) obligations to pay Pension Benefits otherwise payable from the Pension Fund.

2.6 Interests in Pension Fund

None of the Trustees, the Commission, the Unions, the Members, the Members’ beneficiaries or any other person, association, firm or corporation has any right, title or interest in or to the assets of the Pension Fund, except as specifically provided by this Agreement, the Plan Text, the PBA or other applicable law. However, nothing in this Agreement prevents a Contribution which was made by mistake, together with any income earned thereon, from being returned by the Board to the maker of such Contribution or from being credited by the Board against other obligations of the maker of such Contribution to the Pension Fund.

ARTICLE 3.- DUTIES AND POWERS OF THE PLAN PARTNERS

3.1 Duties

The Plan Partners must:

- (a) receive the Board’s annual report pursuant to subsection 5.1(h);
- (b) determine in accordance with subsection 9.1(f) the manner in which to reduce Pension Benefits if the Board must or may reduce past service Pension Benefits pursuant to Section 9.1;

- (c) determine in accordance with subsection 10.1(a) the manner in which to reinstate any reductions in past service Pension Benefits if the Board must or may reinstate prior reductions in benefits pursuant to Section 10.1;
- (d) determine in accordance with Section 11.1 the manner in which to increase past and/or future service Pension Benefits for active and retired Members if the Board must or may enhance such benefits pursuant to Section 11.1;
- (e) determine in accordance with Section 11.2 what changes must be made to the Plan to address any surplus if such a surplus exists after fully implementing the measures in Section 11.1;
- (f) determine in accordance with subsection 16.2(c) the manner in which to increase Pension Benefits payable to the Members if there is an excess of assets upon the Plan's termination; and
- (g) determine in accordance with subsection 16.2(d) the manner in which to decrease Pension Benefits payable to the Members if there is a shortfall of assets upon the Plan's termination.

3.2 Powers

The Plan Partners may:

- (a) in accordance with Section 2.5, consent to the purchase of annuities with funds from the Pension Fund;
- (b) in accordance with Section 12.2, give written approval to the Board to vary, add to, or alter the order, timing or substance of the measures described in Article 9, Article 10 and Article 11;
- (c) in accordance with Section 13.1, amend this Agreement by subsequent written agreement;
- (d) in accordance with Section 13.2, give written approval to the Board in respect of the merger, consolidation or division of the Plan or the Pension Fund, or any part thereof; and
- (e) in accordance with Section 16.1, terminate the Plan and the trusts created under this Agreement.

3.3 No Fiduciary Responsibility

In discharging any of its duties or exercising any of its powers under this Agreement, a Plan Partner owes no fiduciary or other legal responsibility to the Members, and may take into account its financial and other interests, and any other factor it considers appropriate, including factors unrelated to the Plan or the Pension Fund. Without limitation, in determining any changes to the Pension Benefits payable to Members, or agreeing to exercise its power under Section 12.2, the Plan Partners are not subject to any fiduciary or other duty to the Members, including the

fiduciary duty of impartiality, and may treat different classes of Members differently as the Plan Partners in their sole and unfettered discretion consider appropriate.

3.4 Decision Making by Plan Partners

- (a) If in this Agreement the Plan Partners are given any power or duty they must exercise that power or duty by mutual agreement.
- (b) The Plan Partners are under no obligation to exercise any of the powers described in Section 3.2. If the Plan Partners cannot agree on how to exercise such a power, the power will not be exercised. The dispute resolution mechanism in subsection (c) does not apply when the Plan Partners disagree on whether to exercise a power.
- (c) The Plan Partners are under an obligation to make the determinations described in subsections 3.1(b) through (g), and if they cannot agree on how to make such determinations, either Plan Partner may by written notice to the other require the naming on an independent third party for the purpose of conclusively determining how to discharge the duty in dispute. If the Plan Partners cannot agree on who will serve as the independent third party to resolve such dispute, either Plan Partner may apply to any Justice of the Saskatchewan Court of Queen's Bench to appoint a person to act as an independent third party.
- (d) Any independent third party appointed pursuant to subsection (c) owes no fiduciary or other legal duty or responsibility to the Members, and in deciding how to determine the matter in dispute the independent third party may take into account any factor he or she considers appropriate, including factors unrelated to the Plan or the Pension Fund. The independent third party must attend a meeting with the Plan Partners at which he or she will review all relevant documentation and receive submissions from the Plan Partners with respect to the matter in dispute. Within seven days of such meeting, the independent third party must issue a decision resolving the matter in dispute, and which directs how the duty in dispute will be discharged. The decision of the independent third party is final and binding on the Plan Partners, the Commission, the Unions, the Members and their beneficiaries. Upon resolving the matter in dispute, the function of the independent third party is completed. For greater certainty, the independent third party cannot change the Agreement, and any decision issued by the independent third party must be consistent with the terms of this Agreement.
- (e) The reasonable expenses of the independent third party must be paid out of the Pension Fund.

ARTICLE 4.- BOARD OF TRUSTEES

4.1 Seven Trustees

Except as otherwise described herein, the Board of Trustees consists of seven Trustees, which Board of Trustees will be comprised of three Commission Trustees, three Association Trustees, and one Executive Officers' Trustee. Only individuals who are Canadian residents are eligible to be appointed as Trustees.

4.2 Commission Trustees

Except as otherwise described herein, the three Commission Trustees are appointed by the Commission, with one Trustee appointed for an initial term of one year, one Trustee appointed for an initial term of two years, and one Trustee appointed for an initial term of three years. The Commission may appoint Trustees who are not employees of the Commission. Despite Section 4.15, the Commission may compensate non-employee Commission Trustees as the Commission deems appropriate.

4.3 Association Trustees

Except as otherwise described herein, the three Association Trustees are appointed by the Association, with one Trustee appointed for an initial term of one year, one Trustee appointed for an initial term of two years, and one Trustee appointed for an initial term of three years. Prior to 2021, all Association Trustees must be active Members when appointed. After 2020, one of the Association Trustees may be a retired or inactive Member when appointed, and two of the Association Trustees must be active Members when appointed.

4.4 Executive Officers' Association Trustee

Except as otherwise described herein, the Executive Officers' Association Trustee is appointed by the Executive Officers' Association for an initial term of two years. The Executive Officers' Association Trustee must be an active Member when appointed.

4.5 Three Year Term

Trustees serve for terms ending on December 31st. The initial one, two and three year terms described in Sections 4.2, 4.3, and 4.4 are for the periods ending December 31st, 2016, December 31st, 2017 and December 31st, 2018, respectively. Upon the expiration of the respective initial terms of the Trustees as set forth above, the respective subsequent terms of all of the Trustees will be three years. A person appointed as a Trustee serves until the expiration of his or her initial term or any subsequent term, subject to such person's death, resignation or removal as hereinafter provided. On the expiration of any such term a Trustee ceases to be a Trustee unless reappointed in accordance with this Agreement. An individual may be re-appointed as a Trustee for an unlimited number of terms. If an individual is appointed Trustee pursuant to Section 4.8, his or her initial term will be for the balance of what would have been the remainder of the term of the Trustee whose death, resignation or removal from office necessitated the Trustee's appointment.

4.6 Initial Trustees

The individuals who have signed this Agreement as the initial Trustees are deemed to have been validly appointed by the respective Appointing Bodies for their respective initial terms, all as indicated beside their signatures to this Agreement. Each individual who has signed this Agreement has by his or her signature consented to act as a Trustee, and agrees that:

- (a) from and after January 1, 2016, he or she shall hold the Pension Fund in trust in accordance with the trusts created and established in this Agreement; and

- (b) he or she is bound by this Agreement for the purposes set forth herein and in the Plan Text.

For greater certainty, the initial Trustees are signing this Agreement for the purpose of confirming their agreement to be bound by this Agreement, and the execution of this Agreement by the initial Trustees is not a pre-condition to this Agreement becoming effective. Rather, this Agreement becomes effective when the Commission, the Association and the Executive Officers' Association have signed it.

4.7 Appointment of Trustees on Expiration of Term

No later than six months prior to the expiry date of a Trustee's term, the Board must give written notice to the Appointing Body who appointed the Trustee, and that Appointing Body must renew the appointment of the Trustee or appoint a successor Trustee. If the Appointing Body does not renew the appointment of the incumbent Trustee or appoint a successor Trustee within 120 days after the commencement of what would have been the next three year term, the Trustees then in office must meet, a majority of the Trustees in office on the date the meeting is held constituting a quorum, despite anything in this Agreement to the contrary, and appoint, by resolution passed by a majority of the Trustees present at that meeting, a successor to fill the vacant position. The successor, when appointed, has the same power, authority and right to hold office as if that person had been appointed by the Appointing Body which failed to appoint such successor Trustee, except that such person cannot be removed pursuant to Section 4.13 by such Appointing Body unless such removal is first agreed to by the Board.

4.8 Appointment of Trustees on Death, etc.

If a Trustee dies, resigns or is removed from office as provided for herein, the Appointing Body who appointed the Trustee must forthwith appoint a successor Trustee. If that Appointing Body fails to appoint a successor Trustee within one month of the Trustee's death, resignation or removal from office, the Board must give written notice to that Appointing Body who appointed the Trustee. The Appointing Body who appointed the Trustee will have a further two months from the date upon which the notification is received to appoint a successor Trustee, failing which the remaining Trustees must thereupon meet, a majority of the Trustees in office on the date the meeting is held constituting a quorum, despite anything in this Agreement to the contrary, and appoint, by resolution passed by a majority of the Trustees present at the meeting, a successor to fill the vacant position. The successor, when appointed, has the same power, authority and right to hold office as if that person had been appointed by the Appointing Body having the authority to appoint such successor Trustee, except that such person cannot be removed pursuant to Section 4.13 by such Appointing Body unless such removal is first agreed to by the Board.

4.9 Successor Trustees

Each successor Trustee, upon signing an Acceptance of Trust in the form set forth in Appendix "B", i) is deemed to accept the trusts created and established by this Agreement, ii) is deemed to consent to act as a Trustee, and iii) becomes vested with all the rights, powers and duties of a

Trustee under this Agreement without the necessity of the execution of any conveyance, assignment, transfer or other documentation.

4.10 Death of a Trustee

If a Trustee dies, his or her heirs, administrators, executors and assigns are fully discharged from all future duties and responsibilities in respect of this Agreement as of the date of such Trustee's death. A deceased Trustee's estate is not discharged from, and remains liable for, any of the deceased's duties and responsibilities arising hereunder prior to the date of death.

4.11 Discharge of Trustees

If a Trustee resigns, is removed or the Trustee's term has expired, as the case may be, he or she is fully discharged from any future duties and responsibilities in respect of this Agreement as of the date of such resignation, removal or the expiry of his or her term, as the case may be. Such an individual is not discharged from, and remains liable for, any of his or her duties and responsibilities arising hereunder prior to the effective date of his or her resignation, removal or the expiry of his or her term, as the case may be.

4.12 Resignation of a Trustee

A Trustee may resign by giving written notice thereof to the Administrative Agent who must promptly notify the other members of the Board. The effective date of such resignation must be stated in the notice of resignation (which date can be no earlier than the date the Trustee signs the resignation), failing which it is the date when the Administrative Agent receives such notice of resignation.

4.13 Removal of a Trustee

An Appointing Body may remove any Trustee appointed by it, at any time by sending written notice to the Trustee being so removed and to the Administrative Agent. Such removed person ceases to be a Trustee effective as of the date the notice is received by the Administrative Agent. The Administrative Agent must upon receipt of such notice from an Appointing Body promptly notify the other Trustees.

4.14 Consequences to Termination of Trusteeship

Any Trustee who resigns, is removed or whose term expires without being reappointed and the personal representatives of any deceased Trustee, all as the case may be, must forthwith turn over to the Administrative Agent any and all records, books, documents, money and other property and assets in his or her possession, forming part of the Pension Fund or incidental to his or her duties as Trustee under this Agreement or relating to the administration of the Plan. In addition, any such individual is deemed to have conveyed, assigned or transferred to the then remaining Trustees any or all rights or property of that individual in the Pension Fund and must, if necessary, convey, assign or transfer to the then remaining Trustees any or all rights or property of that individual in the Pension Fund as the remaining Trustees may direct.

4.15 Compensation of Trustees

Subject to Section 4.2, a Trustee is not to be compensated from the Pension Fund for time spent attending to his or her duties under this Agreement. Each Trustee must be reimbursed from the Pension Fund for all expenses which have been reasonably incurred by the Trustee in the performance of his or her duties. Such expenses may include reasonable expenses of attendance at any educational conferences by a Trustee to assist such Trustee in carrying out his or her duties. In the event of any dispute as to whether an expense incurred by a Trustee should be reimbursed, the Board must determine such dispute, which determination is final and binding and not subject to appeal.

4.16 Chair and Vice-Chair

The Member Trustees must select a Chair and Vice-Chair from among their number for one year terms. Any person occupying the office of Chair, Vice-Chair or any other office which the Board has determined must be assumed by a Trustee ceases to hold such office upon ceasing to be a Trustee in accordance with this Agreement. The respective terms of the Chair and Vice-Chair commence on the date of their election and continue until the earlier of the expiry of their respective terms or their respective successors have been duly elected, subject to such person's death, resignation, or removal as herein provided.

4.17 Chair of Meeting

The Chair, or in his or her absence, the Vice-Chair, must act as chair of each Board meeting. If neither the Chair nor the Vice-Chair is in attendance at a meeting, the Trustees present at the meeting must select a chair for the meeting from their number.

4.18 Observers

The Association and the Executive Officers' Association may each invite one person to attend a Board meeting as an observer of the Board's proceedings. For Board meetings occurring prior to 2021, the Association may invite an additional observer who is a retired or inactive Member. The Commission may invite two persons to attend a Board meeting as an observer of the Board's proceedings. Each individual attending such Board meeting as an observer must first enter into an agreement satisfactory to the Board regarding maintaining confidentiality of the Board's proceedings.

4.19 Recording Secretary

At the first meeting of each calendar year, the Board must appoint a recording secretary to keep minutes or records of all meetings, proceedings and acts of the Board, a register of potential conflicts of interest in accordance with applicable laws and otherwise carry out the Board's instructions. The recording secretary shall distribute the minutes of each meeting to each Trustee within one month of each meeting. Such recording secretary need not be a member of the Board, and may, for greater certainty, be a member of the City Clerks' office who is not a Trustee. The recording secretary shall receive such remuneration as the Trustees deem appropriate, which remuneration shall be paid by the Pension Fund.

4.20 Quorum

A quorum for the transaction of business at any Board meeting consists of not less than three Trustees comprised of a minimum of one Commission Trustee, and a minimum of two Member Trustees, one of whom must be either the Chair or the Vice-Chair, in person or participating by means of a telephone conference call or as otherwise permitted by Section 4.27. No proxies are permitted at any time. If a quorum is not present within one-half hour of the time specified for a Board meeting, the Trustees present may adjourn the meeting to a fixed time and place but may not transact any other business. If during a meeting a quorum is lost, no further business can be transacted at that meeting by the remaining Trustees other than adjourning the meeting to a fixed time and place. If the Trustees meet when a Trustee position is vacant, the meeting is validly constituted as long as a quorum is present.

4.21 Voting

- (a) Subject to subsection (b), at any duly called and constituted Board meeting, each Trustee present is entitled to one vote. All decisions to be made by the Board must be made by resolution passed by a majority vote of the Trustees present at the meeting.
- (b) If the number of Member Trustees present at a meeting is less than the number of trustees who are not Member Trustees, each Member Trustee will be entitled to 1.5 votes.
- (c) The chair of the meeting is entitled to vote on all resolutions, but is not, except as provided in subsection 4.22(b), entitled to a second vote in the event of deadlock.
- (d) Every Trustee must cast a vote in favour of or against any proposal, motion or resolution properly made at a Board meeting, and any purported abstention by a Trustee is deemed to be a vote against the proposal, motion or resolution.

4.22 Resolution of Deadlock

- (a) A deadlock is deemed to exist whenever a proposal, motion or resolution made by a Trustee and seconded by another Trustee is neither adopted nor rejected by a majority vote, or where a proposal, motion or resolution is unable to be made at a meeting due to lack of a quorum at two consecutively called meetings.
- (b) In the event of a deadlock, a further meeting of the Board must be held no later than 14 days after the deadlock has arisen for the purpose of resolving the matter in dispute. If a deadlock on the matter still exists at such meeting, the Chair, or in the Chair's absence, the Vice-Chair, is entitled to a second vote to break the deadlock.

4.23 Notice of Meeting

The Chair, or any other Trustee, or other person delegated to do so by the Chair, as the case may be, must cause written notice of each meeting of the Board to be served upon each of the Trustees no less than five Business Days prior to the date of such meeting. The notice of a meeting must specify the date, time and location of the meeting, and include an agenda of matters

to be addressed at such meeting. Any Trustee may request that an item be placed on the meeting agenda. The agenda for each meeting must be distributed with the notice of meeting.

4.24 Waiver of Notice

A Trustee may waive notice of a Board meeting by instrument in writing. A Trustee is deemed to waive notice of a Board meeting by attending such meeting without objection.

4.25 Frequency of Meetings

The Trustees must meet no less frequently than four times every calendar year. The Chair is responsible for setting the date and location of each meeting. The Chair must call a special meeting upon the request of three or more Trustees, which request must be in writing and include such information as is reasonably required by the Chair to fulfil the agenda provisions contained herein. No later than 14 days following receipt of such a written request the Chair or the recording secretary appointed under Section 4.19 must give notice to the Trustees setting out the date and location of the special meeting, which meeting must be held no earlier than five Business Days after notice of the special meeting is given. The Chair or recording secretary shall provide such notice of such meeting to the Trustees in accordance with Section 4.23. If the office of Chair is vacant, or the Chair is incapacitated or otherwise unable to discharge his or her responsibilities as Chair, any two Trustees acting jointly may exercise the powers otherwise given to the Chair to set the date and location of a meeting, and give notice of it to the other Trustees.

4.26 Procedure at Meetings

Except as otherwise set forth herein, the rules governing conduct and procedures of Board meetings and meetings of any committee or sub-committee constituted by the Board are the rules and procedures specific in the current edition of Robert's Rules of Order Newly Revised (currently the 11th edition (2011)).

4.27 Telephone Meetings

Board meetings may be held, or a Trustee may participate in a Board meeting, by means of telephone or such other communication facilities which permit all persons participating in the meeting to speak to and hear each other, and a Trustee participating in a meeting by that means is deemed to be present at the meeting and will be counted in determining whether a quorum is present.

4.28 Resolutions in Writing

Despite Sections 4.21 and 4.22, if all of the Trustees then in office could form a quorum if they met, any decision of the Board may be made by unanimous consent in writing signed by all Trustees then in office without a meeting of the Board.

4.29 Formal Name of Board

The Board must enter into agreements and act in all matters in the name of “The Board of Trustees of the Saskatoon Police Pension Plan”.

4.30 Execution of Documents

All agreements, cheques and other documents to be executed by the Board after being approved by the Board must be signed by such other persons as the Board may direct.

4.31 Defect in Appointment, etc.

Despite that it is subsequently discovered or determined that there exists some defect in the appointment, removal or qualification of any Trustee, all acts and proceedings of the Board done and carried on in good faith while any such defect existed are valid and effective.

ARTICLE 5.– DUTIES OF THE BOARD

5.1 Duties

The Board must:

- (a) administer the Plan and the Pension Fund in accordance with this Agreement, the Plan Text, the PBA, the ITA and any other applicable legislation;
- (b) exercise and discharge its rights, duties and responsibilities under this Agreement in accordance with the PBA, the ITA and any other applicable legislation;
- (c) keep a complete and accurate set of accounts for the Pension Fund;
- (d) establish and adopt a written statement of investment policies and procedures for the Pension Fund in accordance with the PBA, which must be reviewed at least annually by the Board;
- (e) regularly monitor and review the investment performance of the Pension Fund;
- (f) appoint an Auditor, and submit the accounts and financial statements of the Pension Fund at least annually for examination, checking and audit in accordance with Section 5.2;
- (g) monitor and review, at such intervals as the Board considers appropriate, the performance of each service provider or any advisor appointed by the Board;
- (h) as soon as possible after January 1 in each year, and no later than September 30th or such later date as is acceptable to the Plan Partners, submit a report to the Plan Partners on the operation of the Plan during the previous year together with audited financial statements for the Pension Fund, which report must:
 - (i) specify whether the Plan is in compliance with all applicable laws, regulations, guidelines and Plan Partners’ policies (if any),

- (ii) report on the financial status of the Plan, including the results of the last Affordability Test conducted pursuant to Article 8, along with any additional analysis conducted by the Board,
 - (iii) report on the investment performance of the Pension Fund,
 - (iv) provide a summary of the Board's activities and meeting minutes,
 - (v) provide a summary of the administration and other management costs,
 - (vi) report on the Affordability Ratio methodology set out in Article 8 through Article 12 in accordance with Section 8.9,
 - (vii) report on the Plan's governance structure and policies no less than every three years,
 - (viii) report on any significant changes to any of the Board's policies, and
 - (ix) report on any events, circumstances or factors, including any actual or threatened litigation, that might have a material impact on the Plan, the Members, the Unions or the Commission;
- (i) develop and oversee the implementation of an effective communication strategy aimed at ensuring Members are aware of and understand the Plan and its financial performance; and
 - (j) maintain the Plan Text in accordance with this Agreement.

5.2 Annual Audit

The books of account and records of the Board, including the books of account and records pertaining to the Pension Fund, must be audited at least once every year by the Auditor, as at the end of the calendar year. The Auditor must submit to the Board financial statements for the preceding Plan Year within six months of the end of the calendar year. A statement of the results of the annual audit and copies of all financial statements must be available for inspection by any Member or his or her authorized representative at the principal office of the Board and at such other suitable place as the Board may designate from time to time. Copies of such statements must be delivered to each Trustee, each Union and the Commission within 60 days after that statement is prepared.

5.3 Actuarial Valuations

The Board must appoint an Actuary, and cause the Actuary to conduct actuarial valuations of the Plan at such times as the Board may determine, but not less frequently than as prescribed in the PBA. Each such valuation must be performed as of the end of a calendar year. A report on the results of each actuarial valuation must be submitted to the Board at the date of the next meeting of the Board held after the completion of each such valuation.

ARTICLE 6.- POWERS OF THE BOARD

6.1 Discretionary Powers

In the exercise of the powers, authorities and discretion vested in the Board by this Agreement, the Board has an absolute and uncontrolled discretion, and may exercise or delegate, or refrain from exercising or delegating, all or any of its powers, authorities or discretions. Without limitation, in addition to any powers conferred by law, the Board is empowered and authorized when acting under this Agreement to do anything reasonably necessary to carry out its duties and responsibilities hereunder, including, without limitation, the following:

- (a) establish accounts for the Pension Fund with a chartered bank or other financial institution in Canada;
- (b) subject to Section 14.3, select and appoint all necessary service providers, including investment managers, the Actuary, the Administrative Agent, the Auditor, an investment consultant, a custodian, a lawyer, an employee(s) of the Commission and/or the City and such other parties whose services are required from time to time by the Board to carry out its responsibilities, administer the Plan or invest the Pension Fund, and approve the payment from the Pension Fund of the fees and expenses incurred in respect of such service providers;
- (c) invest and reinvest such portion of the Pension Fund as is not required for current expenditures in any type of investments that are permitted by the PBA, the ITA and the Investment Policy (and without being limited to investments permitted by the *Trustee Act* (Saskatchewan)), and to take any and all actions with respect to holding, buying, selling or exchanging such investments as the Board, in its sole discretion, may deem appropriate or necessary including, without limitation:
 - (i) exercising any of the powers of an owner with respect to stocks, bonds, debentures, mortgages or other investments and property held in the Pension Fund including, without limitation, any right there may be to vote in connection therewith;
 - (ii) giving general or special proxies or powers of attorney with or without powers of substitution;
 - (iii) exercising any conversion privileges, subscription rights or other options, (and make any payments incidental thereto);
 - (iv) consenting to or otherwise participating in corporate reorganizations or other changes affecting shares and other securities;
 - (v) delegating discretionary powers and paying any assessments and other charges in connection therewith;
 - (vi) accepting and holding any shares or securities which may be issued as a result of corporate reorganizations or changes affecting corporate shares or securities;

- (vii) renewing, extending or participating in the renewal or extension of any bond, debenture, mortgage or other investment or instrument upon such terms as may be deemed advisable;
 - (viii) agreeing to a reduction in the rate of interest on any mortgage or to any other modification or change in the terms of any mortgage or any guarantee pertaining thereto, in any manner and to any extent that may be deemed advisable for the protection of the Pension Fund or the preservation of the value of an investment;
 - (ix) waiving any default, whether in the performance of a covenant or condition in any mortgage or in the performance of any guarantee or enforce any rights in respect of any such default, in such manner and to such extent as may be deemed advisable;
 - (x) exercising and enforcing any and all rights of foreclosure;
 - (xi) bidding on property in a judicial sale;
 - (xii) taking a deed in lieu of foreclosure, with or without paying consideration therefore (and in connection therewith release any person or persons from their covenant or guarantee given in connection with any mortgage);
 - (xiii) exercising and enforcing any rights or obligations by any action, suit or proceeding at law or in equity; or
 - (xiv) taking appropriate measures by way of proceedings at law or otherwise for the enforcement or realization of any investment;
- (d) register any investments held in the Pension Fund in:
- (i) the name of the Board;
 - (ii) the name of a financial institution acting as custodian of the Pension Fund for the Board (or the nominee, sub-custodian or other person acting directly for such financial institution);
 - (iii) the name of a domestic or foreign depository or clearing agency that is authorized to operate a book based system, or its nominee; or
 - (iv) bearer form, if the investment is not capable of being registered or registration of it would not be in the best interests of the Plan;
- (e) hold in cash, without any liability for interest thereon, such sums as the Board deems necessary or advisable for the current cash requirements of the Pension Fund;
- (f) appoint a financial institution(s) and/or insurance company(ies) to be a custodian for the Pension Fund, for the purpose of acting as a depository and providing for the safekeeping of all or any portion of the Pension Fund, and to authorize the custodian to:

- (i) commingle any monies deposited with it in any pooled investment fund administered or managed by any custodian appointed pursuant to this subsection (s) subject to policies adopted by the Board from time to time; and
 - (ii) act on the instructions of an investment manager for the investment and re-investment of the assets of the Pension Fund;
- (g) incorporate corporations, the shares of which shall be held by or on behalf of the Board, for the purposes of administering the Pension Fund and operating the Plan, making investments of the Pension Fund or holding any investment;
- (h) rent or purchase premises, purchase supplies and equipment and employ such personnel as required for the efficient administration of the Plan;
- (i) pay from the Pension Fund all costs and expenses of the Board attributable to the operation and administration of the Pension Fund, including any compensation or reimbursement to or in respect of Trustees authorized by Section 4.15;
- (j) do all acts that the Board deems necessary or appropriate to protect the property of the Pension Fund;
- (k) enter into reciprocal agreements with other authorities responsible for the administration of a pension plan;
- (l) adopt such policies, procedures, rules and regulations as the Board deems necessary for the carrying out of trusts imposed upon it by this Agreement and the efficient operation of the Plan;
- (m) in consultation with the Plan Partners, compromise, settle, arbitrate or release claims or demands in favour of or against the Pension Fund or the Board (or any present or former Trustee), on such terms and conditions as the Board may deem advisable;
- (n) seek the advice, opinion or direction of a court of competent jurisdiction on any matter pertaining to this Agreement, the Plan Text, the Pension Fund or the Plan;
- (o) provide recommendations to the Plan Partners with regard to amendments to the Agreement, changes to the Plan Partners' policies, or changes to the governance structure including, but not limited to, the composition and membership of the Board;
- (p) subject to Section 14.3, delegate any of its administrative powers or duties to any of its agents or employees or a committee, in such manner and subject to such terms and conditions as the Board may deem necessary or appropriate; provided that such agents, employees or committee must report to the Board in a timely fashion as directed by the Board;
- (q) enter into cost sharing arrangements with any Union, the Commission or the board of trustees of another pension or benefit trust fund to permit the Board to share expenses pertaining to the administration of the Plan;

- (r) construe the provisions of this Agreement, the Plan Text and any related document, and any construction adopted by the Board in good faith is binding upon the Commission, the Unions and the Members;
- (s) do all acts and incur any obligations or liabilities (and discharge such obligations and liabilities out of the Pension Fund) that the Board deems necessary or appropriate to carry out its duties and responsibilities hereunder and to accomplish the general objectives of enabling Members and their beneficiaries to receive Pension Benefits in the most efficient and economical manner.

6.2 Fiduciary Liability and Other Insurance

The Board may purchase such errors and omissions insurance or fiduciary liability insurance (or insurance of a similar nature or description) as it deems necessary for the Trustees, former Trustees and anyone else engaged in the administration or operation of the Pension Fund or the Pension Plan. The cost of all such insurance must be paid out of the Pension Fund.

6.3 Administrative Agent

The Board may appoint, hire or retain an Administrative Agent (who may be given a different title by the Board) and may at any time, but subject to any agreement reached between the Board and the Administrative Agent, remove the Administrative Agent and appoint, hire or retain a successor. The Administrative Agent may assume the responsibility of accounting for Contributions, other payments, Pension Benefits, and such other duties and responsibilities as may be delegated to him or her pursuant to this Agreement or from time to time by the Board.

6.4 Legal Proceedings

The Board may commence such legal proceedings as it deems necessary or appropriate in connection with the enforcement of this Agreement and the administration of the Pension Fund or the operation of the Plan, as well as defend any legal proceedings which may be brought against the Board or any of the Trustees, and the reasonable expenses the Board or any Trustee incurs doing so shall be paid out of the Pension Fund, except with respect to any proceedings brought against the Board or any Trustee in relation to any matter or thing arising out of a breach by a Trustee or the Board of its fiduciary obligations as described at Section 14.1.

6.5 Borrowing

- (a) Subject to subsection (b), the Board may, from time to time, borrow money on a short term basis on such terms and conditions as may be necessary and appropriate in the circumstances, provided that such borrowing must only be for the purposes of:
 - (i) the payment of Pension Benefits, whether through the purchase of an annuity or the provision of pension, or
 - (ii) permitting the orderly disposition of investments of the Pension Fund during the planned redemption or conversion of any investments;

- (b) Despite subsection (a), the Board must not borrow money unless the borrowing is:
 - (i) for less than 90 days,
 - (ii) not part of a series of loans and repayments, and
 - (iii) permitted under the ITA.

6.6 Mortgages or Other Charges on Real Estate

Mortgages may be granted or assumed on real estate investments made by the Board, and are not subject to Section 6.5. For the purposes of any quantitative restrictions on real estate investments, whether imposed by law or otherwise, the value of a real estate investment made directly or indirectly by the Board equals the value of the property less any mortgage or other charge placed upon it, if the holder of such mortgage or other charge has no recourse against the Board or the Pension Fund for any shortfall or deficiency associated with such mortgage or other charge.

ARTICLE 7. – PLAN TEXT

7.1 Initial Plan Text

The initial Plan Text is attached as Appendix “A”.

7.2 Amendments to Plan Text

The Board may amend the Plan Text in accordance with the procedures for amendment set out in the Plan Text, provided that no amendment to the Plan Text can be inconsistent with this Agreement, including the restrictions on amendment specified in Section 13.5.

7.3 Amendments to Plan Text to Comply with Law

Subject to Section 13.5, the Board must amend the Plan Text to the extent necessary to maintain the Pension Plan’s registration under the PBA or the ITA, or as is otherwise necessary to comply with applicable legislation.

7.4 Retroactive Amendment

Any amendment to the Plan Text may take effect retroactively or otherwise as the Board may direct.

ARTICLE 8. – AFFORDABILITY TESTING

8.1 Annual determination of Affordability Ratio

- (a) Commencing December 31, 2016, and as of every December 31st thereafter, (the “**Test Date**”) the Board must cause the Actuary to determine the Plan’s “**Affordability Ratio**”, which amount will be calculated using the following formula:

$$(A + B) / (C + D)$$

Where:

A = the actuarial value of the Pension Fund as of the Test Date;

B = the present value of the projected Contributions payable into the Pension Fund over the 10 years following the Test Date;

C = the actuarial value of the Pension Benefits accrued to the Test Date; and

D = the present value of the projected future normal actuarial costs for the 10 years following the Test Date;

- (b) Item A must be calculated using a methodology where actual returns are smoothed over a period determined by the Board, which period must be between three and five years. Items B, C and D must be determined using Best Estimates Assumptions, provided that the new entrant assumption must not anticipate growth in the number of active Members who are making Contributions and accruing Pension Benefits.
- (c) In calculating an Affordability Ratio, the Actuary may use liability approximations based on the most recent actuarial valuation filed with the Superintendent of Pensions. However, adjustments to benefit levels in accordance with Article 9, Article 10 or Article 11 may only be made on the basis of an Affordability Ratio calculated in an actuarial valuation filed with the Superintendent of Pensions.
- (d) The results of each Affordability Ratio determination must be provided to the Plan Partners no later than the September 30th following the relevant Test Date.

8.2 Mandatory Benefit Reduction

If an actuarial valuation filed with and accepted by the Superintendent of Pensions reveals an Affordability Ratio less than 1.10, the Board must reduce benefits in accordance with Article 9 such that after implementing such reductions the Affordability Ratio is greater than or equal to 1.10 and less than or equal to 1.15.

8.3 Optional Benefit Reduction

If an actuarial valuation filed with and accepted by the Superintendent of Pensions reveals an Affordability Ratio that is greater than 1.10 but less than 1.15, the Board may choose to reduce

benefits in accordance with Article 9 such that after implementing such reductions the Affordability Ratio result is no greater than 1.15.

8.4 Optional Benefit Reinstatement

If an actuarial valuation filed with and accepted by the Superintendent of Pensions reveals an Affordability Ratio that is greater than 1.15 but less than 1.20, and benefits which were previously reduced pursuant to Article 9 have not been fully reinstated in accordance with Article 10, the Board may choose to reinstate benefits in accordance with Article 10 such that after implementing such reinstatements the Affordability Ratio is no less than 1.15.

8.5 Mandatory Benefit Reinstatement

If an actuarial valuation filed with and accepted by the Superintendent of Pensions reveals an Affordability Ratio that is greater than 1.20 but less than 1.35, and benefits which were previously reduced pursuant to Article 9 have not been fully reinstated in accordance with Article 10, the Board must reinstate benefits in accordance with Article 10 such that after implementing such reinstatements the Affordability Ratio is no less than 1.15.

8.6 Optional Benefit Enhancement

If an actuarial valuation filed with and accepted by the Superintendent of Pensions after 2020 reveals an Affordability Ratio that is greater than 1.35 but less than 1.50, and all benefits, if any, which were previously reduced pursuant to Article 9 have been fully reinstated in accordance with Article 10, the Board may choose to enhance benefits in accordance with Article 11 such that after implementing such enhancements the Affordability Ratio is no less than 1.35.

8.7 Mandatory Benefit Enhancement

If an actuarial valuation filed with and accepted by the Superintendent of Pensions after 2020 reveals an Affordability Ratio that is greater than 1.50, and all benefits, if any, which were previously reduced pursuant to Article 9 have been fully reinstated in accordance with Article 10, the Board must enhance benefits in accordance with Article 11 such that after implementing such enhancements the Affordability Ratio is no less than 1.35.

8.8 Concurrent Reinstatements and Enhancements

For greater certainty, a benefit reinstatement in accordance with Article 10 may be implemented concurrently with a benefit enhancement in accordance with Article 11, so long as after such reinstatement and enhancement occurs the Plan's Affordability Ratio meets the requirements of this Article 8.

8.9 Periodic Review

The Board must review the Affordability Ratio methodology in this Article 8 and the methodology for reducing, reinstating and enhancing Pension Benefits specified in Article 9, Article 10 and Article 11, at least every 10 years, and report in writing to the Plan Partners on the results of each such review. In such a report, the Board may make recommendations to the Plan

Partners regarding changes to any of these methodologies. In conducting their review, the Board must consider all relevant factors, including changes in investment risk resulting from changes to the Investment Policy, changes in the other risks inherent in the Plan (for example, a change in the overall demographic risk of the Plan resulting from changes in the life expectancies of Members) and changes in the risk tolerance of the Board, the Commission and the Unions.

ARTICLE 9. – BENEFIT REDUCTIONS

9.1 Benefit Reductions

If pursuant to Sections 8.2 or 8.3 the Board must or chooses to reduce benefits, the Board must implement the following measures in the following order:

- (a) Increase the rate of Contributions by the Commission up to 0.5% of Pensionable Earnings to a maximum of 9.5% of Pensionable Earnings.
- (b) Increase the rate of Contributions by Members up to 0.5% of Pensionable Earnings, to a maximum rate of 9.5% of Pensionable Earnings.
- (c) Reduce the rate of indexing in 5% increments from 25% of CPI to 0% of CPI.
- (d) Reduce Pension Benefits earned for employment with the Commission on and after the effective date of the change (“**future service Pension Benefits**”) in the following order:
 - (i) increase the unreduced early retirement date by increasing the sum of the age plus service requirement by increments of 1 year (e.g. rule of 80 to rule of 81), to a maximum age plus service requirement of 85 years;
 - (ii) change the average earnings period from best average twenty (20) years to career average earnings; and
 - (iii) reduce the lifetime accrual rate to a minimum of 1.5% of Average Pensionable Earnings, as that term is defined in the Plan Text.
- (e) For greater certainty, any decreases in the rate of indexing implemented pursuant to subsection (c) will apply on a prospective basis to the entire amount of all pensions paid under the Plan after the effective date of the decrease, including pensions which commenced payment prior to the effective date of the decrease.
- (f) With the approval of the Superintendent of Pensions given pursuant to section 40(6) of the PBA, reduce Pension Benefits earned for employment with the Commission prior to the effective date of the change (“**past service Pension Benefits**”) in the manner determined by the Plan Partners, in consultation with the Board. For greater clarity, not all Members must be treated the same in any reduction of past service Pension Benefits.

ARTICLE 10.- BENEFIT REINSTATEMENTS

10.1 Benefit Reinstatements

If pursuant to Sections 8.4 or 8.5 the Board chooses to or must reinstate prior reductions in benefits, the Board must implement the following measures in the following order:

- (a) Reinstate any reductions in past service Pension Benefits made pursuant to subsection 9.1(f) in the manner determined by the Plan Partners, in consultation with the Board. For greater clarity, not all Members must be treated the same in any reinstatement of past service Pension Benefits.
- (b) Reinstate any reductions in future service Pension Benefits in the following order:
 - (i) restore any reductions in the lifetime accrual rate as a result of the application of paragraph 9.1(d)(iii);
 - (ii) restore any changes in the average earnings period as a result of the application of paragraph 9.1(d)(ii);
 - (iii) reverse any increases in the unreduced early retirement date as a result of the application of paragraph 9.1(d)(i) by decreasing increments of 1 year (e.g. rule of 85 to rule of 84), to a minimum age plus service requirement of 80 years.
- (c) Reinstate any reductions to indexing to a maximum of 25% of CPI.
- (d) Reduce the Member rate of Contributions by up to 0.5% of Pensionable Earnings, to a minimum rate of 9.0% of Pensionable Earnings.
- (e) Reduce the Commission rate of Contributions by up to 0.5% of Pensionable Earnings, to a minimum rate of 9.0% of Pensionable Earnings.

10.2 All Reinstatements Prospective

All reinstatement measures implemented pursuant to this Article 10 must be done on a prospective basis, and only affect the payment of Pension Benefits from, or Contributions to, the Pension Fund on and after the effective date of the reinstatement. For greater certainty, any reinstatement of indexing will apply to the entire amount of all pensions paid under the Plan on and after the effective date.

ARTICLE 11. - BENEFIT ENHANCEMENTS

11.1 Benefit Enhancements

If pursuant to Sections 8.6 or 8.7 the Board chooses to or must enhance benefits, the Board must increase past and/or future service Pension Benefits for active and retired Members in the manner determined by the Plan Partners in consultation with the Board, subject to the maximum limits permitted under the ITA. For greater clarity, not all Members must be treated the same in any enhancement of past or future service Pension Benefits.

11.2 Disposition of Excess Surplus

If after fully implementing the measures in Section 11.1 the Plan's Affordability Ratio is still in excess of 1.50, the Board must so advise and make a recommendation to the Plan Partners to address the surplus. The Plan Partners must determine what changes to the Plan must be made to address the surplus, provided that all such surplus must be used for the exclusive benefit of the Members and their beneficiaries.

ARTICLE 12. – IMPLEMENTATION AND ALTERATION TO ORDER OF MEASURES.

12.1 Implementation of Measures

The Board must implement the measures described in Article 9, Article 10 and Article 11, or any variation or addition to such measures agreed to pursuant to Section 12.2, by adopting amendments to the Plan Text which implement the measures. The Board must file each such amendment to the Plan Text with the Superintendent of Pensions for registration, and, except as otherwise provided in the PBA, every such amendment becomes effective in accordance with its terms when filed with the Superintendent of Pensions. For greater certainty, any such amendment may have an effective date prior to or after the date it is filed with the Superintendent of Pensions. In implementing any of the measures described in Article 9, Article 10 or Article 11, or any variation or addition to such measures agreed to pursuant to Section 12.2, the Board must i) only implement the measure to the extent necessary to produce the desired Affordability Ratio, ii) only implement the measure to the extent permitted by the PBA and ITA, iii) completely implement the measure to the extent permitted before proceeding to the next measure, and iv) subject to Section 12.2, implement the measure as of the second January 1st following the Test Date in respect of which the relevant Affordability Ratio was calculated. Without limitation, any measure increasing the cost of benefits provided by the Plan can only be implemented to the extent doing so is permitted by subsection 36.7(7) of the regulations under the PBA.

12.2 Alteration of Order of Measures

With the written agreement of the Plan Partners, the Board may vary any of the measures described in Article 9, Article 10 and Article 11, add other measures, vary the order in which they will be implemented, or change the date as of which a measure must be implemented to a date earlier or later than the date specified in Section 12.1. The Board must implement any such agreement by adopting amendments to the Plan Text in accordance with Section 12.1 which reflect the terms of the agreement. The Board is relieved from complying with Article 8, Article 9, Article 10 and Article 11 to the extent necessary to give effect to the terms of any such agreement.

ARTICLE 13. – AMENDMENT OF TRUST AGREEMENT

13.1 Amendment by the Parties

- (a) This Agreement may be amended from time to time in any respect by written agreement of the Plan Partners. The power of amendment reserved under this Section 13.1 is to be construed as being subject to no restrictions other than those imposed by law. Without limitation, the power of amendment reserved under this Section 13.1 includes the power to revoke, in whole or in part, the trusts created under this Agreement. Subject to subsection (b), the Board has no authority to amend this Agreement.
- (b) The Board may make recommendations to the Plan Partners with respect to amendments to this Agreement. For greater certainty, such recommendations are non-binding on the Plan Partners.

13.2 Merger, Consolidation or Division

The Plan Partners may merge, consolidate or divide all or part of the Plan (and any trust arising thereunder) or the Pension Fund with or into any one or more other pension plans, and any respective trusts arising thereunder, or pension funds, or other arrangements. Such merger, consolidation or division shall be on such terms and conditions as the Plan Partners may determine appropriate, and may be adopted on a retroactive basis.

13.3 Retroactive Amendment

Any amendment to this Agreement may take effect retroactively, provided that no amendment can be made which retroactively increases the duty of care required of a present or former Trustee or retroactively diminishes their right to indemnity under this Agreement.

13.4 Restriction on Amendment: Power to Appoint Trustees

Despite any other provision of this Agreement, no amendment to this Agreement may deprive an Appointing Body of its power to appoint one or more Trustees without its written consent.

13.5 Restriction on Amendment: No Change in Membership Criteria or Commission Contribution Rate

Despite any other provision of this Agreement, without the prior written consent of the Commission no amendment to this Agreement or the Plan Text may be made which has the direct or indirect effect of:

- (a) changing who may become a Member or the conditions upon which an individual can become a Member;
- (b) changing the definition of Pensionable Earnings used in the determination of the Contributions owing to the Pension Fund by the Commission and the Members;

- (c) except as required by subsection 9.1(a), causing or requiring the Commission to contribute more than 9.0% of the Members' Pensionable Earnings to the Pension Fund; or
- (d) causing the Plan to no longer qualify as a pension plan subject to subsections 40(5) and (6) of the PBA, or successor statutory provisions to like effect which permit the Commission's liability in respect of the Plan to be limited as set out in this Agreement.

Any amendment to this Agreement or Plan Text which violates any of these restrictions is without further act or formality a nullity.

ARTICLE 14. – FIDUCIARY RESPONSIBILITIES

14.1 Duty of Care

Each Trustee, in exercising his or her powers and discharging his or her duties under this Agreement must, in addition to any common law or statutory duties that may otherwise exist:

- (a) stands in a fiduciary relationship to Members and any other persons entitled to Pension Benefits;
- (b) must act in good faith and in the best interests of Members and other persons entitled to Pension Benefits; and
- (c) must not prefer the interests of one person entitled to Pension Benefits over the interests of any other person so entitled.

14.2 No Conflict of Interest

No Trustee can knowingly permit his or her other interests to conflict with his or her powers, duties and responsibilities in respect of the Plan. The Board must adopt a conflict of interest policy whereby conflicts must be disclosed and addressed in accordance with the procedures specified in such policy.

14.3 Restrictions on use of Agents

If the Board employs or appoints an agent to carry out any act required to be done in the administration of the Plan or in the investment of the Pension Fund, the Board must personally select the agent and be satisfied of the agent's suitability to perform the act for which the agent is employed or appointed, and the Board must carry out such supervision of its agents as is prudent and reasonable.

14.4 Restrictions on Benefits Payable to Trustees

No Trustee is entitled to any benefit from the Plan other than in the Trustee's capacity as a Member, and any remuneration and reimbursement of expenses related to the administration of the Plan or the investment of the Pension Fund permitted by the common law or provided for in this Agreement.

ARTICLE 15. – LIMITATION OF LIABILITY

15.1 Indemnity

A Trustee must be indemnified out of the Pension Fund against all costs, charges and expenses actually and reasonably incurred by that person, including an amount paid to settle an action or satisfy a judgment in a civil, criminal or administrative action or proceeding to which he or she is made a party because of being or having been a Trustee, and including an action brought by the Board, if:

- (a) the individual acted in accordance with the standard of care set out in Section 14.1; and
- (b) in the case of a criminal action or proceeding, the individual had reasonable grounds for believing that his or her conduct was lawful.

15.2 Liability of Trustees Generally

The Trustees, individually or collectively, are not liable for the making, retention or sale of any investment or reinvestment made by them in accordance with this Agreement or in accordance with any other legal duties nor for any error of judgment nor loss to or diminution of or insufficiency of the Pension Fund, or any consequent reduction or cessation of Pension Benefits, except a loss, diminution or insufficiency that resulted from a Trustee not acting in good faith or a Trustee's negligence, fraud, wilful misconduct or breach of his or her duty of care as set out in Section 14.1. An individual Trustee is not liable for any loss, diminution or insufficiency of the Pension Fund, or any consequent reduction or cessation of Pension Benefits, unless he or she was a party to the action that resulted in the loss, diminution or insufficiency of the Pension Fund or consequent reduction or cessation of Pension Benefits.

15.3 Liability for Other Matters

The Trustees, individually or collectively, are not responsible or liable for:

- (a) any matter, cause or thing arising due to the invalidity of all or any part of this Agreement or the Plan Text;
- (b) any delay occasioned by any restriction or provision in:
 - (i) this Agreement;
 - (ii) the Plan Text; or
 - (iii) any contract procured in the course of the administration of the Plan or Pension Fund; or
- (c) any Contributions required to be paid to the Pension Fund.

15.4 Liability of Other Parties to this Trust Agreement

The Commission and the Unions are not liable for the payment of any Pension Benefits nor for the failure of the Board to secure the Pension Benefits specified in the Plan Text, nor for any default or neglect of the Board.

15.5 Reliance on Documents, etc.

The Trustees incur no liability, either collectively or individually, in acting upon any documents, data or information believed by them to be genuine and accurate and to have been made, executed, delivered or assembled by the appropriate parties.

15.6 Reliance on Advisors or Agents

Subject to Section 14.3, the Trustees are not liable, either individually or collectively, for acting and relying upon the opinions or advice of the agent or professional advisor so long as the Board exercises reasonable care in the selection, instruction and supervision of an agent (including the custodian or sub-custodian of the Pension Fund) or a manager or other professional advisor.

15.7 Further Assurances Regarding Indemnity

The Board must do such things and execute and deliver such documents in order that any and all funds required to be paid out of the Pension Fund by way of indemnity as herein set forth are paid as required from time to time.

15.8 Recourse Solely Against Pension Fund

A Member or person claiming through a Member has recourse solely to the Pension Fund for any Pension Benefit or other payment under the Plan.

15.9 Acting as a Director or Trustee of Other Body

- (a) The Board may pay from the Pension Fund an amount it considers appropriate in the circumstances to indemnify, fully or partly, a Trustee against costs, loss or damages incurred or awarded against him or her as a result of any act or omission done, or omitted to be done, in good faith as trustee of another trust, or as director of a body corporate, to which the Trustee was appointed by the Board as trustee or director for the purpose of representing the Board in the operation of that other trust or body corporate.
- (b) Despite subsection (a), where a loss suffered by the Trustee in serving as trustee of another trust, or as director of a body corporate, as described in subsection (a) results from liability to pay the deductible amount under an insurance policy that insured the other trust or body corporate, or its trustees and directors, against the loss except for the deductible amount, then the Board must pay from the Pension Fund the amount necessary to indemnify the Trustee for liability to pay that part of the deductible amount.

15.10 Liability for Plan and Pension Fund

None of the Unions, the Members or the Commission are liable or responsible for any debts, liabilities, obligations, or deficiencies of the Plan or the Pension Fund.

15.11 Liability of Appointing Bodies

No Appointing Body is liable for any of the acts or obligations of any Trustee solely because such Trustee is or was an officer, employee or appointee of any such entity, or such entity had any role in the appointment of such Trustee.

15.12 Extended Meaning of Trustee, etc.

Unless the context clearly indicates otherwise, any reference in this Agreement to the indemnification or other protection of a Trustee is deemed to also refer to a former Trustee, and to the heirs, executors and administrators of any Trustee or former Trustee.

15.13 Indemnification of Administrative Agent, Employees and Agents

Without limiting the powers otherwise given to the Board by this Agreement, the Board may agree to indemnify out of the Pension Fund the Administrative Agent and any other agent or employee it retains or hires on terms no more favourable than those upon which the Board is itself indemnified pursuant to this Article 15.

ARTICLE 16.- TERMINATION OF PLAN

16.1 Notices which Terminate Plan

The Plan and the trusts created under this Agreement may be terminated by notice in writing to the Board from the Plan Partners specifying the date of such termination. The Plan and the trusts created under this Agreement may also be terminated by notice in writing to the Board from the Commission specifying the date of such termination if the Commission reasonably determines that i) the Plan no longer qualifies as a pension plan subject to subsections 40(5) and (6) of the PBA, or successor statutory provisions to like effect which limit the Commission's liability in respect of the Plan as set out in this Agreement, or ii) for any other reason, including an action of the Board or the application of applicable law, the Commission's liability in respect of the Plan is not limited as set out in this Agreement. The date of termination specified in any notice given pursuant to this Section 16.1 may be no less than 60 days after the date the notice is given.

16.2 Plan Wind-up Procedure

The Board must wind up and terminate the Plan and the trusts created under this Agreement as of the date specified in the notice received pursuant to Section 16.1, or as of the date determined pursuant to Section 2.4, as soon as is reasonably practicable. To terminate the Plan and the trusts created under this Agreement, the Board and the Plan Partners must proceed as follows:

- (a) the Board must cause the Auditor to perform a final audit and accounting of the Pension Fund;

- (b) the Board must provide for payment out of the Pension Fund of all expenses, claims and obligations related to the Plan (other than Pension Benefits), including the expenses incidental to the termination of the Plan and this Agreement;
- (c) if after full provision is made for the expenses described in subsection (b) the Plan's final actuarial liabilities are less than its assets, the Board must amend the Plan Text in the manner determined by the Plan Partners, in consultation with the Board, so that the Pension Benefits payable to the Members are increased in a manner that will result in the Plan's final actuarial liabilities equalling its assets, subject to the maximum limits permitted under the ITA, provided that if after increasing all Pension Benefits for all Members to the maximum limits permitted under the ITA the Plan's final actuarial liabilities are still less than the Plan's assets, the excess must be paid to the Members in cash in the manner determined by the Plan Partners, in consultation with the Board;
- (d) if after full provision is made for the expenses described in subsection (b) the Plan's actuarial liabilities are greater than its assets, the Plan Partners must determine, in consultation with the Board, how the Pension Benefits payable to the Members will be decreased in accordance with section 39 of the regulations under the PBA so that the Plan's actuarial liabilities equal its assets;
- (e) the Board must cause the Actuary to prepare a termination report for the Plan that satisfies section 56 of the PBA, which report will, among other things, describe the determinations made pursuant to subsection (c) or (d), whichever is applicable, and
- (f) the Board must otherwise follow all provisions of the PBA and the ITA relating to pension plan termination.

16.3 Determination of Benefit Changes

For greater clarity, all Members need not be treated the same in any enhancement of Pension Benefits or making of cash payments determined pursuant to subsection 16.2(c), and, except as otherwise required by the PBA, all Members need not be treated the same in any reduction of Pension Benefits made in accordance with section 39 of the regulations under the PBA pursuant to subsection 16.2(d).

16.4 Board's Powers Continue

Upon the termination of the Plan and the trusts created under this Agreement, the Trustees continue as Trustees for the purpose of winding up the affairs of the Plan and the trusts created under this Agreement.

16.5 No Further Contributions

In no event are Contributions required to be made after the Plan is terminated except for amounts due, or that have accrued up to the effective date of the termination and have not been paid into the Pension Fund. Without limitation, on the Plan's termination the Commission's sole financial obligation is to make contributions to the Pension Fund equal to 9.0% of the Members' Earnings up to and including the date of Plan termination. In no event is the Commission liable to make

any other contributions, directly or indirectly, to the Pension Fund or in respect of the Plan's liabilities.

16.6 Completion of Termination

After receiving the Superintendent of Pensions' approval of the termination report submitted pursuant to subsection 16.2(e), and any other approval required by law, the Board must use the assets of the Pension Fund to discharge the liabilities of the Plan in accordance with the terms all regulatory approvals so obtained. After completing the final audit and accounting of the Pension Fund pursuant to subsection 16.2(a), and disbursing all assets of the Pension Fund in accordance with all regulatory approvals so obtained, the termination and winding up of the Plan is completed, and the Board has no further obligations in respect of the Plan.

ARTICLE 17.– MISCELLANEOUS PROVISIONS

17.1 Notices

Any notice, request, demand or other communication required or permitted to be given under this Agreement shall be in writing and delivered personally or sent to the party entitled to receive it by registered mail, postage prepaid mail, fax or e-mail at the last known address, fax number or e-mail address of the recipient of the communication. Any such notice, request, demand or other communication given as aforesaid shall:

- (a) if delivered personally, be deemed to have been received on the date of delivery;
- (b) if sent by registered mail or prepaid mail or mailed in Canada, be deemed to have been received on the fifth Business Day following the date of mailing; or
- (c) if sent by fax transmission or e-mail, be deemed to have been received when a legible fax or e-mail is received by the recipient if received before 5:00 p.m. on a Business Day, or on the next Business Day if such fax or e-mail is received on a day which is not a Business Day or after 5:00 p.m. on a Business Day.

In the event of any discontinuance or disruption of mail, fax or e-mail services at any time prior to the deemed receipt of any notice, all notices, requests, demands and other communications must be delivered or sent by a communication service which is not discontinued or disrupted.

17.2 Dealings with the Board

No person, partnership, corporation, association or organization dealing with the Board is obligated to see to the application of any funds or property of the Pension Fund, to see that the terms of this Agreement have been complied with or to inquire into the necessity for or the expediency of any act of the Board.

17.3 No Duty to Inquire

A person dealing with the Board does not have to inquire into any decision or authority of the Board or into the ability of the Board to receive any monies, securities or other property paid or

delivered to the Board and may rely upon any document required to be executed by the Board which has been executed as provided herein, as having been duly authorized.

17.4 Severance of Illegal Provisions

If any provision of this Agreement or the Plan Text are held to be illegal or invalid for any reason, such illegality or invalidity does not affect the remaining portions of this Agreement or the Plan Text, unless such illegality or invalidity materially prevents the accomplishment of the respective objectives and purposes of the Plan Text or this Agreement, as determined by the Board.

17.5 Binding Effect

This Agreement and the Plan Text, and any amendments thereto, are binding upon the Trustees, the Unions, the Commission, the Members and their respective beneficiaries, dependents, estates, heirs, executors, administrators, successors and assigns.

17.6 Governing Law

The Province of Saskatchewan is the legal location of the Pension Fund and all questions pertaining to the validity, construction and administration of this Agreement and of the Plan Text must be determined in accordance with the laws of the Province of Saskatchewan. Any litigation which arises pursuant to or in connection with this Agreement, the Plan Text or any of their respective provisions, must be referred to the courts in the Province of Saskatchewan.

17.7 Survival of Provisions

The provisions of this Agreement which by their context are meant to survive the termination of this Agreement will so survive the termination of this Agreement.

17.8 Further Assurances

Each party hereto must from time to time and at any time hereafter, upon each reasonable written request to do so, make, do, execute and deliver or cause to be made, done, executed and delivered all further acts, deeds, assurances, things and written instruments as may be necessary in the opinion of any party, for more effectively implementing and carrying out the intent of this Agreement.

17.9 Time of Essence

Time is of the essence of this Agreement and of every part hereof. All time limits must be strictly observed.

17.10 Counterparts

This Agreement and any document prepared in connection with the Plan Text or the Pension Fund may be signed in counterparts, each of which when delivered shall be deemed to be an original and all of which together shall constitute one and the same document. A signed fax or

electronically transmitted copy of this Agreement or any document referenced herein shall be effectual and valid proof of execution and delivery.

IN WITNESS WHEREOF the parties have executed this Agreement on _____, 2015.

THE SASKATOON BOARD OF POLICE COMMISSIONERS

Per: _____
Authorized Signing Officer

Per: _____
Authorized Signing Officer

THE SASKATOON POLICE EXECUTIVE OFFICERS' ASSOCIATION

Per: _____
Authorized Signing Officer

THE SASKATOON CITY POLICE ASSOCIATION

Per: _____
Authorized Signing Officer

Signatures of Initial Trustees

Pursuant to Section 4.6 of this Agreement, the following individuals agree to be the initial Trustees of the Pension Fund:

Signature of Trustee

Signature of Trustee

Name of Trustee

Name of Trustee

Date of signature

Date of signature

Saskatoon City Police Association
Appointing Body

Saskatoon City Police Association
Appointing Body

December 31, 2016
Expiration of Initial Term

December 31, 2017
Expiration of Initial Term

Signature of Trustee

Signature of Trustee

Name of Trustee

Name of Trustee

Date of signature

Date of signature

Saskatoon City Police Association
Appointing Body

Saskatoon Police Executive Officers' Association
Appointing Body

December 31, 2018
Expiration of Initial Term

December 31, 2017
Expiration of Initial Term

Signature of Trustee

Name of Trustee

Date of signature

Saskatoon Board of Police Commissioners
Appointing Body

December 31, 2016
Expiration of Initial Term

Signature of Trustee

Name of Trustee

Date of signature

Saskatoon Board of Police Commissioners
Appointing Body

December 31, 2017
Expiration of Initial Term

Signature of Trustee

Name of Trustee

Date of signature

Saskatoon Board of Police Commissioners
Appointing Body

December 31, 2018
Expiration of Initial Term

APPENDIX "A"

[Plan]

APPENDIX "B"

SASKATOON POLICE PENSION PLAN
Appointment and Acceptance of Trust

TO: THE BOARD OF TRUSTEES OF THE SASKATOON POLICE
PENSION PLAN

The undersigned acknowledges receipt of a copy of the Saskatoon Police Pension Plan Trust Agreement (the "**Trust Agreement**") pursuant to which the Saskatoon Police Pension Plan and the Saskatoon Police Pension Plan Pension Fund are created and constituted.

The undersigned is hereby appointed to act as a Trustee of the Pension Fund by the Appointing Body described below.

The undersigned has been appointed for a term ending on December 31, _____.

The undersigned consents to act as a Trustee of the Pension Fund pursuant to the terms of the Trust Agreement. The undersigned hereby accepts the trusts created and established by the Trust Agreement, and agrees to administer the Pension Fund in accordance with the provisions of that Trust Agreement.

DATED at _____, Saskatchewan, this ____ day of _____, 20____.

[Name of Appointing Body]

Trustee

Per: _____

Witness

APPENDIX "A"

Saskatoon Police Pension Plan

TO

TRUST AGREEMENT

Income Tax Act and Pension Benefits Act Registration Number PENDING

**Effective January 1, 2016
Version: November 12, 2015**

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ARTICLE 1 - INTRODUCTION

1.1 History

- (1) The pension plan known as the Retirement Plan for Employees of The Saskatoon Board of Police Commissioners, registration number 0206102 ("Prior Plan"), was established by the Saskatoon Board of Police Commissioners ("Commission") effective October 1, 1965.
- (2) Pursuant to a Memorandum of Agreement dated November 28, 2014 and ratified in a Memorandum of Settlement dated December 10, 2014, the Commission and the Saskatoon Police Association ("Association") agreed to freeze the Prior Plan as of December 31, 2015, and establish the Saskatoon Police Pension Plan ("Plan") as of January 1, 2016. Pursuant to the Memorandum of Agreement:
 - "active members" and "disabled members" of the Prior Plan (as those terms are defined in the Prior Plan) became Members of the Plan effective January 1, 2016;
 - Service in the Plan includes "service" (as defined in the Prior Plan) while a member of the Prior Plan;
 - The Plan is to be governed by a board of trustees with broad powers of administration and investment, and in respect of which the trustees appointed by the Union will hold the balance of power; and
 - all new Employees of the Commission will become Members of the Plan once eligible to join.
- (3) By Memoranda of Agreement dated November 12, 2015, the Commission and the Association, and the Commission and the Executive Officers' Association amended their respective collective bargaining agreements to limit the Commission's liability in respect of the Plan in the manner set out in this Agreement.
- (4) The regulations under the Pension Benefits Act have been amended to provide that the Plan is a "prescribed plan" for purposes of subsection 40(5)(b) of the Pension Benefits Act.

1.2 Application of This Plan Text

- (1) The Plan Text is effective January 1, 2016, and applies to Members who retire, terminate or die after December 31, 2015.

1.3 Purpose of the Plan

- (1) The primary purpose of the Plan is to provide periodic lifetime retirement pensions to eligible Employees in respect of their service as Employees after December 31, 2015.

- (2) The Plan is considered a prescribed plan for the purposes of section 40(5) of the Pension Benefits Act. More specifically, if fixed rate Member and Commission contributions are not sufficient to support the current benefit levels for both past and future service, benefits for past and/or future service will be reduced by amendments to this Plan Text in accordance with the Plan's Trust Agreement in order to keep the Plan sustainable.

ARTICLE 2 - DEFINITIONS

2.1 Words and Terms

In the Plan, unless modified by the context, the following definitions shall apply:

- (1) "Actuarial Equivalent" or "Actuarially Equivalent" means a benefit of equivalent value determined using actuarial methods and assumptions that:
 - (a) are adopted by the Administrator on the advice of the Actuary,
 - (b) are determined in accordance with accepted actuarial practice as being suitable for the purpose for which they are used, and
 - (c) are reasonable and in compliance with Applicable Legislation.
- (2) "Actuary" means a person or firm appointed by the Administrator for the purposes of the Plan and who is, or one of whose employees is, a Fellow of the Canadian Institute of Actuaries.
- (3) "Administrator" means the board of trustees of the Plan established under the Trust Agreement.
- (4) "Applicable Legislation" means the Income Tax Act, the administrative rules of the Canada Revenue Agency, the Pension Benefits Act and any other relevant legislation applicable to Saskatchewan.
- (5) "Approved Form" means in the form acceptable to Canada Revenue Agency and the Financial and Consumer Affairs Authority for the Government of Saskatchewan as, from time to time, determined by the Administrator and containing all of the information required by the Administrator.
- (6) "Association" has the meaning ascribed thereto in Section 1.1.
- (7) "Average Pensionable Earnings" means:
 - (a) in the case of a Member who has completed two hundred forty (240) or more months of Pensionable Service, the monthly average of a Member's highest consecutive two hundred forty (240) months of Pensionable Earnings, prior to the Member's date of retirement, termination or death; or
 - (b) in the case of a Member who has completed less than two hundred forty (240) months of Pensionable Service, the total of the Member's Pensionable Earnings during such period divided by the Member's months of Pensionable Service during

such period.

- (8) "Average Wage" means the average of the weekly wages of the industrial aggregate in Canada as published by Statistics Canada for each month in the twelve (12) month period ending on June 30 of the immediately preceding calendar year.
- (9) "Beneficiary" means, in respect of a Member, the person designated or deemed to be designated as the Member's beneficiary in accordance with Article 13.
- (10) "Child" includes a stepchild and an adopted child.
- (11) "City" means the City of Saskatoon.
- (12) "Commission" has the meaning ascribed thereto in Section 1.1.
- (13) "Commuted Value" means, in relation to benefits that a person has a present or future entitlement to receive, the actuarial present value of those benefits as determined by the Actuary in accordance with the Applicable Legislation in effect on the date the determination is made.
- (14) "Compensation" means compensation as defined under the Income Tax Act.
- (15) "Consumer Price Index" means the *Consumer Price Index* for all of Canada as published by Statistics Canada under the authority of the *Statistics Act (Canada)*.
- (16) "Credited Interest" means the amount of interest determined in accordance with the Plan and which is credited to contributions made by a Member, pursuant to Article 6.
- (17) "Dependant" means an unmarried Child of a Member who is dependent on the Member for support, and who is:
 - (a) under eighteen (18) years of age throughout the calendar year that includes the date of the Member's death;
 - (b) eighteen (18) or more years of age but less than twenty-five (25) years of age, and is in full-time attendance at a school or university, having been in full-time attendance at a school or university continuously since the age of eighteen (18); or
 - (c) eighteen (18) or more years of age and disabled, having been continuously disabled since the age of eighteen (18) or the date of the Member's death, whichever is later.
- (18) "Disabled Member" means a Member who is disabled, as certified by a Medical Doctor, and who establishes a claim under the Long-Term Disability Plan or under *The Workers' Compensation Act*. A Disabled Member ceases to be a Disabled Member on the earliest of the following dates:

- (a) the Disabled Member's date of death;
 - (b) the Disabled Member's Normal Retirement Date, at which point the Disabled Member becomes a Pensioner and shall receive retirement benefits in accordance with Article 8; or
 - (c) the Disabled Member ceases to be entitled to receive benefits under either the Long-Term Disability Plan or *The Workers' Compensation Act*.
- (19) "Employee" means all members of the Association and commissioned officers, employed by the Commission.
 - (20) "Family Property Act" means The Family Property Act (Saskatchewan) and the regulations issued thereunder.
 - (21) "Fund" means the assets held in trust under the Trust Agreement to provide for the payment of benefits as described in the Plan to Members and their Beneficiaries, the name of which is the "Saskatoon Police Pension Plan Fund".
 - (22) "Fund Custodian" means any person, firm or corporation as may from time to time be appointed by the Administrator for the purpose, among other things, of the holding for safekeeping and reporting of all assets and investment whatsoever made by and for the Fund.
 - (23) "Income Tax Act" means the Income Tax Act (Canada) and the regulations thereunder.
 - (24) "Indexed Compensation" means, in respect of a specific year, Compensation for the year, indexed to reflect increases in the Average Wage from the year to the year of retirement.
 - (25) "Insurer" means a company licensed to issue life annuities in Canada or in any of the Provinces of Canada.
 - (26) "Leave of Absence" means any period of absence granted to an Employee by the Chief of Police and confirmed by the Commission.
 - (27) "Locked-in" is a term used to describe benefits which ultimately must be used to provide a lifetime pension, and, except as provided for by Applicable Legislation, may not otherwise be withdrawn, surrendered or commuted for cash.
 - (28) "Long-Term Disability Plan" means the disability income protection plan providing long-term disability benefits to certain Members of the Plan.
 - (29) "Medical Doctor" means a qualified medical doctor who has been approved by the Administrator and who is licensed to practice under the laws of a province of Canada.

- (30) "Member" means a person who has joined the Plan in accordance with the requirements of Article 3 and who remains entitled to any benefit under the Plan.
- (31) "Normal Form" means the form of retirement pension payment described in Section 10.1.
- (32) "Normal Retirement Date" means a Member's normal retirement date as described in Section 7.1.
- (33) "Pension Benefits Act" has the meaning ascribed thereto in Section 1.1.
- (34) "Pension Contributions" means pension contributions determined in accordance with Section 5.1 and Section 17.1.
- (35) "Pensionable Earnings" means the monthly remuneration earned by the Member, or deemed to be earned by the Member in the case of a Disabled Member, as determined by the Commission for the purposes of the Plan. Pensionable Earnings shall also include all remuneration above the Member's monthly remuneration, excluding payments received in respect of clothing allowances, cleaning allowances, or overtime earned as a result of any labour dispute in the Saskatoon Police Service, and may include prescribed compensation as permitted and described in the Income Tax Act. For greater clarity, Pensionable Earnings exclude all amounts received by a Member with respect to employment with the Commission for periods prior to January 1, 2016.

For greater clarity, Pensionable Earnings shall include up to a maximum of 240 hours of banked vacation time for members who retire from the Plan and elect to receive a monthly pension from the Plan.

Pensionable Earnings for an Employee who works less than full-time, where contributions are being credited to the Plan on behalf of the Member, shall be the annualized earnings as if the Employee worked on a full-time basis, calculated using the actual number of days worked each year.

- (36) "Pensionable Service" means pensionable service as described in Section 4.2.
- (37) "Pensioner" means a Member who has been granted a retirement benefit pursuant to Article 9. A Member becomes a Pensioner on his or her date of retirement.
- (38) "Plan" has the meaning ascribed thereto in Section 1.1.
- (39) "Plan Text" means this document.
- (40) "Plan Year" means the twelve (12) month period ending on December thirty-first (31st) each year. The Plan Year shall be the fiscal year of the Fund.

- (41) "Postponed Retirement Date" means a Member's retirement date as described in Section 7.3.
- (42) "Prior Plan" has the meaning ascribed thereto in Section 1.1.
- (43) "RRIF" means a registered retirement income fund as defined under the provisions of the Income Tax Act.
- (44) "RRSP" means a registered retirement savings plan as defined under the provisions of the Income Tax Act.
- (45) "Service" means the period of employment with the Commission determined in accordance with Section 4.1.
- (46) "Spouse" means, in respect of a Member, a person who, as of the relevant date:
- (a) is married to a Member; or
 - (b) if the Member is not married, a person with whom the Member is cohabiting as spouses at the relevant time and who has been cohabiting continuously with the Member as his or her spouse for at least one year prior to the relevant time.
- (47) "Terminated Member" means a Member who:
- (a) has undergone a Termination of Service;
 - (b) has not rejoined the Plan in accordance with Subsection 3.3(2);
 - (c) has not received a lump sum settlement of his or her Plan entitlements; and
 - (d) has not commenced to receive a pension under the Plan.
- (48) "Termination of Service" means the voluntary termination of employment by the Employee prior to his or her date of pension commencement or death, or discharge, for any reason, from employment by the Commission prior to the Employee's date of pension commencement or death.
- (49) "Transfer-in Contributions" means pension contributions determined in accordance with Section 17.2.
- (50) "Trust Agreement" means the trust agreement made as of January 1, 2016 between the Commission and the Association.
- (51) "Vested" means, in respect of a Member who has undergone a Termination of Service, a Member who, as of the date the Member underwent a Termination of Service has two or more years of Service.

- (52) "YMPE" means the Year's Maximum Pensionable Earnings as defined under the Canada Pension Plan.

2.2 General

- (1) Unless the context requires otherwise:
 - (a) gender specific terms include both genders and include a corporation, partnership, society, association or union;
 - (b) words importing the singular number may be construed to extend to and include the plural number and words importing the plural number may be construed to extend to and include the singular number; and
 - (c) where a word or expression is defined, other parts of speech and grammatical forms of the same word or expression will have corresponding meanings.
- (2) The headings used herein are for ease of reference and do not form part of the Plan Text.
- (3) References to an Article, Section, Subsection or paragraph mean an Article, Section, Subsection or paragraph in this Plan Text.
- (4) The expressions "herein", "hereof", "hereto", "above", "below" and similar expressions used in any Article, Section, Subsection or paragraph of this Plan Text refer and relate to the whole of this Plan Text and not to that Article, Section, Subsection or paragraph only, unless otherwise expressly provided.
- (5) Any reference to a statute, a regulation, any other form of statutory instrument, the Trust Agreement, this Plan Text or any other document applicable to the Plan is deemed to read to refer to the statutory instrument or document as it is validly amended from time to time.
- (6) In the event of any inconsistency between the terms of the Trust Agreement and this Plan Text, the terms of the Trust Agreement prevail.
- (7) If any provision of this Plan Text is held illegal or invalid for any reason, such illegality or invalidity shall not affect the validity of the remainder of the Plan and the remainder shall continue in full force and effect and shall be construed as if the Plan had been drafted without the invalid or illegal portion.

ARTICLE 3 - ELIGIBILITY AND MEMBERSHIP

3.1 Eligibility

- (1) Subject to paragraph (3), any Employee who was employed by the Commission on January 1, 2016 and who was an "active member" or "disabled member" of the Prior Plan (as those terms are defined in the Prior Plan) on December 31, 2015 shall join the Plan on January 1, 2016.
- (2) Subject to paragraph (3), an Employee who was not employed by the Commission on December 31, 2015 and who is employed by the Commission on or after January 1, 2016 on a full time or part-time basis is required to join the Plan commencing on the first day of the month coincident with or next following the date the Employee becomes employed on a full-time or part-time basis.
- (3) Notwithstanding paragraphs (1) and (2), an Employee who is within one month of the December 1st of the calendar year in which the Employee attains seventy-one (71) years of age shall not be eligible to join the Plan.

3.2 Membership

- (1) An Employee who is required to or elects to join the Plan must complete and provide an Approved Form to the Administrator.
- (2) An Employee who becomes a Member must remain a Member while employed by the Commission, and cannot withdraw contributions from the Plan, borrow against the contributions, or discontinue making contributions under Section 5.1.

3.3 Re-employment

- (1) If a Pensioner returns to the employ of the Commission and re-commences contributing to the Plan, payment of all retirement benefits is suspended during the period of re-employment. Upon subsequent retirement, the Member's retirement benefits will be recalculated in accordance with the Plan and Applicable Legislation.
- (2) If a Terminated Member commences employment with the Commission, the Terminated Member's benefits, if any, for any prior period of membership will not be affected in any way. Such Terminated Member must be treated for all purposes of the Plan as a new Employee, and subsequent periods of employment and compensation will be treated independently and separately from any such prior periods for all purposes of the Plan.
- (3) If an individual who was previously employed by the Commission and is not a Member and therefore has no entitlements under the Plan, commences employment with the Commission, that individual's prior period of employment with the

Commission, and any earnings derived from such employment, will be ignored for all purposes of the Plan.

- (4) Notwithstanding paragraphs (1) and (2) and for further clarity, should it become necessary to reduce benefits under the Plan pursuant to the Trust Agreement, benefits with respect to all Pensionable Service accrued under the Plan for a re-employed Pensioner or Terminated Member shall be subject to such reduction.

ARTICLE 4 – SERVICE AND PENSIONABLE SERVICE

4.1 Service

- (1) Service means employment in Canada with the Commission, determined in accordance with the following rules:
 - (a) Suspensions from duty without pay for misconduct imposed pursuant to The Police Act, 1990 (Saskatchewan) and The Municipal Police Discipline Regulations shall not constitute a break in continuity of Service except in the case of dismissal.
 - (b) No deduction shall be made in the computation of Service of an Employee for any period granted for Leave of Absence with full, partial or no Pensionable Earnings.
 - (c) Notwithstanding paragraph (b), no periods granted for Leave of Absence with partial or no Pensionable Earnings may be included in the computation of Service that, in aggregate, exceed:
 - (i) five (5) years of unpaid Leaves of Absence, excluding maternity leaves; and
 - (ii) eight (8) years of unpaid Leaves of Absence, including maternity leaves.
 - (d) No deduction shall be made in the computation of Service for any period of disability, including waiting periods.
 - (e) For further certainty, but subject to Subsection 3.3(3), Service shall include "continuous service" as defined under the Prior Plan.
 - (f) Service shall also include any period of Eligible Purchasable Service purchased in accordance with Section 17.2.

4.2 Pensionable Service

- (1) Pensionable Service means any period of Service after December 31, 2015 in respect of which a Member makes Pension Contributions to the Plan in accordance with Section 5.1.
- (2) In the case of a Member who is employed on a less than full-time basis, Pensionable Service in a month means the Pensionable Service earned in a month by a Member employed on a full-time basis, multiplied by the ratio of the number of hours worked in the month by the Member to the number of hours the Member would have worked in the month if the Member had been employed on a full-time basis.

- (3) For further certainty, Pensionable Service shall not include any period of Service prior to January 1, 2016.
- (4) A Disabled Member who continues to make Pension Contributions shall continue to accrue Pensionable Service in the normal manner.
- (5) Pensionable Service also includes any period of service purchased in accordance with Section 17.1 and any period of Eligible Purchasable Service purchased in accordance with Section 17.2.

ARTICLE 5 - CONTRIBUTIONS

5.1 Member Contributions

- (1) Subject to the Trust Agreement, every Member who is an Employee shall make Pension Contributions for the period after December 31, 2015 by contributing 9.0% of Pensionable Earnings.
- (2) A Disabled Member shall make Pension Contributions to the Plan based on the amount of benefits received from the Long-Term Disability Plan and/or *The Workers' Compensation Act*.
- (3) A Member's Pension Contributions shall be deducted and deposited in the Fund by the Commission not less frequently than monthly and no later than 30 days following the end of the month in which the Pension Contributions were received by the Commission from the Member or were deducted from the Member's Pensionable Earnings.

5.2 Commission Contributions

- (1) Provided that the Actuary expresses the opinion that, for the purposes of s. 147.2(2) of the Income Tax Act, Commission contributions at a rate of 9.0% of the Pensionable Earnings of the Members who are Employees are required to be made so that the Plan will have sufficient assets to pay benefits under the defined benefit provisions of the Plan, as registered, the Commission shall pay into the Fund monthly an amount equal to 9.0% of the Pensionable Earnings of the Members who are Employees. For greater certainty, since the defined benefit provisions of the Plan, as registered, include the benefit variation provisions of Articles 9 to 13 of the Trust Agreement, applied on the presumption of continuation of Commission contributions at the above rate, the Commission contributions required to support those benefits must always be no greater than 9.5% of the Pensionable Earnings of the Members who are Employees.
- (2) Subject to Applicable Legislation, Commission contributions shall be deposited in the Fund no later than 30 days following the end of the month to which the contributions relate.

5.3 Maximum Member Contributions

- (1) The aggregate amount of Pension Contributions made by a Member in respect of a calendar year must not exceed the amount determined pursuant to subsections 8503(4) and (5) of the Income Tax Regulations.
- (2) Notwithstanding any other provision of this Plan Text, no Pension Contributions shall

be made in respect of any amounts paid to an Employee in respect of a calendar year in excess of the amount which provides 90% of the maximum lifetime benefit entitlement permitted under the Income Tax Act for that calendar year, and such excess amounts shall be ignored for all purposes of the Plan, including the calculation of the amount of Contributions payable by the Commission and the Employee, or the benefits payable to that Employee.

5.4 Return of Excessive Contributions

- (1) Member or Commission contributions must be returned to the contributor if any contribution maximum under the Income Tax Act has been exceeded and as a result the Plan's registration under the Income Tax Act could be revoked.
- (2) Such returns to the contributors must be taken in proportionate amounts from the contributions the Member and the Commission made pursuant to Sections 5.1 and 5.2.

5.5 Permissible Contributions

- (1) No contribution or gift may be made to or under this Plan except as provided herein.

ARTICLE 6 – CREDITED INTEREST

6.1 Rate of Credited Interest

- (1) Credited Interest for each Plan Year shall be computed on Member's Pension Contributions and Transfer-in Contributions at the rate of interest determined on the basis of the average of the yields of five-year personal fixed term chartered bank deposit rates, published monthly in the Bank of Canada Review as CANSIM Series V122515, over the most recent period for which the rates are available, with an averaging period equal to the number of months in the period for which interest is to be applied to a maximum of 12 months, rounded downwards to the next full 1/10 of 1% where that calculation would result in a fraction of 1% that is expressed other than as a multiple of a full 1/10 of 1%.
- (2) Credited Interest shall be applied at least annually to Member Pension Contributions and Transfer-in Contributions from the date the Pension Contributions and Transfer-in Contributions are made to the Fund.
- (3) For the purpose of applying Credited Interest to Member Pension Contributions made during a Plan Year, Credited Interest shall be applied at one-half (1/2) of the rate of Credited Interest applicable for the Plan Year.
- (4) For the purpose of applying Credited Interest to Member Transfer-in Contributions made during a Plan Year, Credited Interest shall be applied at one-half (1/2) of the rate of Credited Interest applicable for the Plan Year.

ARTICLE 7 - RETIREMENT DATES

7.1 Normal Retirement Date

- (1) The Normal Retirement Date of a Member shall be the first day of the month immediately following the Member's sixtieth (60th) birthday.

7.2 Early Retirement Date

- (1) A Member may retire on any day immediately following:
 - (a) the completion of at least twenty (20) years of Service; or
 - (b) the attainment of the age of fifty (50) years and two (2) years of Service.

7.3 Postponed Retirement Date

- (1) The Postponed Retirement Date of a Member shall be the first day of any month following the Member's Normal Retirement Date but on or before the December 1st of the calendar year in which the Member attains seventy-one (71) years of age.
- (2) A Member who elects to postpone retirement and continues to be employed by the Commission in a position eligible for participation in the Plan shall continue to contribute to the Plan and to earn benefits in accordance with the terms and provisions of the Plan until the Member's Postponed Retirement Date.

ARTICLE 8 - CALCULATION OF PENSION BENEFITS

8.1 Lifetime Pension

- (1) The monthly lifetime pension payable under the Plan shall be equal to:
 - (a) with respect to Pensionable Service on and after January 1, 2016:
 $1.75\% \times \text{Average Pensionable Earnings} \times \text{Pensionable Service during such period.}$

8.2 Maximum Retirement Benefit

- (1) The monthly lifetime pension calculated pursuant to Section 8.1 and, if applicable, reduced pursuant to Section 9.2, following a Member's retirement, shall not exceed the lesser of:
 - (a) 90% of the defined benefit limit permitted under the Income Tax Act at the earlier of the Member's date of retirement, termination or death, and
 - (b) 2% of the Member's average Indexed Compensation for the three highest years of such Compensation,

multiplied by the Member's Pensionable Service and divided by twelve (12), which product must be reduced, if applicable, by the minimum reduction required by paragraph 8503(3)(c) of the Income Tax Regulations.
- (2) The limits in paragraph (1) must be applied to the annual amount of pension payable pursuant to Section 8.1 at the time it starts to be paid before any reduction pursuant to paragraph 10.1(2) to provide a spousal pension or pursuant to Section 10.2 to provide an optional form of pension.

8.3 Adjustments to Pensions in Payment

- (1) On January 1st of each calendar year, each Pensioner and Spouse in receipt of a pension shall be eligible to receive a cost-of-living increase to their pension in payment.
- (2) Subject to the Trust Agreement, the amount of the cost-of-living increase on January 1st of each calendar year, expressed as a percentage of the pension to which a Pensioner or Spouse is receiving, shall be equal to twenty-five percent (25%) of the increase in the Consumer Price Index for the twelve (12) month period ending October 31 of the most recent calendar year, but shall not be less than zero. Notwithstanding the foregoing, the amount of the cost-of-living increase payable on

the 1st of January immediately following a Pensioner's date of retirement shall be prorated if the date of retirement precedes the date of the cost-of-living increase by less than 12 months.

For greater certainty, should a future amendment adjust the percentage increase in this paragraph (2), whether upward or downward, any such adjustment (including a reduction to nil %) will apply to the entire amount of all pensions in pay under the Plan on and after the effective date of such amendment, including pensions which commenced payment under the Plan prior to the effective date of the amendment.

- (3) The sum of cost-of-living increases provided to a Pensioner or Spouse after pension commencement, when added to the Pensioner's original pension entitlement as determined in accordance with Section 8.1 on the date of retirement, shall not exceed the amount of such original pension entitlement increased by the percentage corresponding to the increase in the Consumer Price Index since the Pensioner's date of retirement.

8.4 No Duplication of Benefits

- (1) In respect of the same period of Service, there shall be no duplication of benefits as between the Plan and any other registered pension plan sponsored by the Commission or in which the Commission is a participating employer.

ARTICLE 9 - BENEFITS PAYABLE ON RETIREMENT

9.1 Normal and Postponed Retirement Pension

- (1) On the Member's Normal or Postponed Retirement Date, a Member shall be entitled to receive an immediate pension calculated in accordance with Section 8.1 and payable in accordance with Section 10.1.

9.2 Early Retirement Pension

- (1) A Member, who is not a Terminated Member, who retires in accordance with Subsection 7.2(1) and whose age plus Service on that date totals 80 or more years, is entitled to receive an immediate pension calculated in accordance with Section 8.1 and payable in accordance with Section 10.1.
- (2) A Member, who is not a Terminated Member, who retires in accordance with Subsection 7.2(1) and whose age plus Service on that date does not total 80 or more years, is entitled to receive an immediate pension calculated in accordance with Section 8.1 and payable in accordance with Section 10.1. Such immediate pension shall be reduced by 5% multiplied by the lesser of:
 - a) one half of the number of years and portions thereof by which the sum of the Member's age plus Service on the date of retirement is less than 80 years; and
 - b) the number of years and portions thereof between the Member's date of retirement and the Member's Normal Retirement Date.
- (3) Notwithstanding paragraphs (1) or (2) all reductions applied to immediate pensions shall be increased, if need be, to ensure compliance with the Income Tax Act.

ARTICLE 10 – FORMS OF PENSION

10.1 Normal Form of Pension

- (1) The Normal Form of pension is a monthly payment payable for life and shall include a guarantee that payments shall be made for a total of 120 payments. Payments shall be due and payable on the first day of each month, with the first payment commencing on the first day of the month coincident with or next following the retirement date. If the retirement date is other than the first day of a month, the amount of the first monthly payment shall be the sum of:
 - (a) An amount equal to the monthly pension payment prorated in proportion to the number of days from the retirement date to the end of the month, divided by the number of days in the month of retirement; and
 - (b) The full monthly pension payment due for the month following the month of retirement.

The last payment is due on the first day of the month coincident with or immediately preceding the date in which the Member dies, and is a full month's payment. If the Pensioner dies before receiving 120 monthly payments, the Commuted Value of the remaining monthly payments shall be paid as a single lump sum payment to the Pensioner's Beneficiary.

- (2) Notwithstanding paragraph (1), if a Member has a Spouse on the date the Member retires the Normal Form of pension is a monthly payment payable to the Member for the Member's lifetime with sixty-six and two-thirds percent (66 2/3%) of the Member's monthly pension continuing after the Member's death to that surviving Spouse. In addition, this form of payment shall include a guarantee that payments shall be made for a total of 60 payments prior to cessation or reduction. If the Pensioner and the Pensioner's Spouse die before receiving 60 monthly payments, the Commuted Value of the remaining monthly payments shall be paid as a single lump sum payment to the Pensioner's Beneficiary.
- (3) The amount of pension paid in the form described in paragraph (2) shall be Actuarially Equivalent to the form of pension described in paragraph (1).
- (4) A Member may elect a form of pension that continues to the Spouse at a rate less than sixty percent (60%) after the Member's death, if the Spouse waives the entitlement within ninety (90) days before commencement of payment on a form and in the manner prescribed by Applicable Legislation.

10.2 Optional Forms of Pension

- (1) In lieu of the Normal Form of pension, a Member may elect, by completing the Approved Form prior to their date of retirement, an optional form of pension. A Member may change or revoke any such election any time prior to their date of retirement. If a Member fails to properly elect an optional form of pension, the Member's pension shall be paid in the Normal Form.
- (2) In lieu of the Normal Form of pension, a Member may elect to receive, subject to Subsection 10.1(4), one of the optional forms of pension described below.
 - (a) **Lifetime Annuity – 15 Years Certain:** A Lifetime Annuity 15 Years Certain is a monthly payment payable for the life of a Pensioner. If the Pensioner dies before receiving 180 monthly payments, the Commuted Value **of the** remaining monthly **payments** shall be paid as a single lump sum payment to the Pensioner's Beneficiary.
 - (b) **Joint Life Annuity – 5, 10 or 15 years Certain:** A Joint Life Annuity is a monthly payment payable for the life of a Pensioner, with a minimum of 60, 120 or 180 monthly payments to be made in respect of the Pensioner, as applicable. If the Pensioner dies before the Pensioner's Spouse, payments will continue for the life of the Spouse. In electing this option, the Pensioner specifies that the payments continuing to the Pensioner's Spouse, subsequent to the expiry of the applicable certain period, be 66 2/3%, 75% or 100% of the amount payable to the Pensioner. If the Pensioner and the Pensioner's Spouse die before receiving 60, 120 or 180 monthly payments, as applicable, the Commuted Value of the remaining monthly payments shall be paid as a single lump sum payment to the Pensioner's Beneficiary.

If a Pensioner's Spouse dies before the Pensioner begins to receive retirement payments, the Pensioner's election of a Joint Life Annuity is void and, unless the Pensioner elects otherwise, retirement payments are paid in the Normal Form.

- (3) At the discretion of the Administrator, a Member who retires prior to age 65 may, in conjunction with the Normal Form or optional form of pension, elect to receive a pension that is integrated with the payment of Canada Pension Plan benefits commencing after the Member's retirement.
- (4) The Administrator may choose to offer any other optional form of pension not described herein, provided it is permitted under Applicable Legislation.
- (5) The amount of pension paid under paragraphs (2), (3) or (4) shall be Actuarially Equivalent to the Normal Form of pension described in Section 10.1.

10.3 Reduced Life Expectancy

- (1) If a Member who becomes entitled to a lifetime pension establishes, by a certification from a Medical Doctor, that such Member has a mental or physical disability that is likely to shorten considerably the Member's life expectancy, the Member may elect to receive a lump sum payment that is Actuarially Equivalent to the Member's lifetime pension in lieu of the benefits otherwise payable under the Plan.

10.4 Small Pensions

- (1) Subject to Applicable Legislation, the Administrator may pay the Commuted Value of a Member's pension to the Member in a lump sum where:
 - (a) the annual pension is less than four percent (4%) of the YMPE in the year in which the payment occurs; or
 - (b) the Commuted Value of the pension is less than twenty percent (20%) of the YMPE in the year in which the payment occurs.
- (2) Where a lump sum payment is made to a Member pursuant to paragraph (1), such payment represents a full and complete discharge of the Member's entitlement to benefits from the Plan.

ARTICLE 11 – BENEFITS PAYABLE ON TERMINATION

11.1 Termination Prior to Becoming Vested

- (1) A Terminated Member who is not Vested shall be entitled to a lump sum refund equal to the sum of:
 - (a) the Terminated Member's Pension Contributions accumulated with Credited Interest to the date of termination; plus
 - (b) the Terminated Member's Transfer-in Contributions accumulated with Credited Interest to the date of termination.

11.2 Termination After Becoming Vested

- (1) A Terminated Member who is Vested and undergoes a Termination of Service prior to the earliest day on which the Member could receive an immediate pension pursuant to the Plan shall be entitled to a deferred retirement benefit determined in accordance with Section 8.1, payable in the Normal Form, commencing at the Member's Normal Retirement Date. In lieu of receiving a deferred retirement benefit, the Member shall receive the following termination benefit as a lump sum transfer in accordance with paragraph (2) below. The transfer amount shall be equal to the sum of:
 - (a) the Commuted Value of the deferred retirement pension but excluding any pension associated with a period of Eligible Purchasable Service purchased in accordance with Section 17.2; plus
 - (b) the Terminated Member's Transfer-in Contributions accumulated with Credited Interest to the date of termination.
- (2) The amount calculated in the above paragraph (1) may be transferred to:
 - (a) another registered pension plan, if permitted by that plan and if the payment will be treated by the administrator of the other plan as a Locked-In benefit; or
 - (b) a Locked-In RRSP in the Member's name; or
 - (c) an Insurer towards the purchase of a deferred pension that is not commutable and that will not commence earlier than the earliest day on which the pension could have commenced pursuant to this Plan; or
 - (d) any other prescribed retirement plan that is permitted pursuant to Applicable Legislation.

- (3) Notwithstanding paragraph (2), any amount by which the amount calculated in paragraph (1)(a) exceeds the prescribed Commuted Value shall be paid as a lump sum refund, less withholding tax.
- (4) If the Terminated Member does not elect a form of payment within ninety (90) days after the receipt of the termination statement, the Terminated Member is deemed to have elected a deferred retirement pension.

11.3 Effect of Settlement

- (1) Upon settlement of a Member's benefits under this Article 11 by transfer, or otherwise by payment out of the Plan, the Member shall cease to be a Member and shall cease to have any interests in the Plan or the Fund in relation to the period of membership to which those benefits related.

ARTICLE 12 – BENEFITS PAYABLE ON DEATH

12.1 Death Before Pension Commencement

- (1) If a Member dies prior to commencing to receive a retirement pension, and is survived by a Spouse, the Spouse shall be entitled to the Commuted Value of the Member's retirement pension, calculated in accordance with Section 8.1 and reduced, if applicable, in accordance with Section 9.2.
- (2) Notwithstanding paragraph (1), if a Member dies prior to commencing to receive a retirement pension and is eligible for early retirement in accordance with Section 7.2, and is survived by a Spouse, the Spouse shall be entitled to receive a monthly pension commencing the day following the Member's death and payable for the Spouse's lifetime. The amount of the monthly pension is calculated as the greater of:
 - (a) the Actuarial Equivalent monthly pension that can be provided by the lump sum value determined pursuant to Subsection 12.1(1); and
 - (b) the monthly pension that the Member's Spouse would have received, assuming the Member had elected to retire on the date of death and had elected a retirement pension in accordance with Subsections 10.1(2) and 10.1(3).
- (3) In lieu of the lifetime pension described in paragraph (2), the Spouse may elect a lifetime pension with a 5, 10 or 15 year certain, where such pension shall be Actuarially Equivalent to the pension calculated in paragraph (2).
- (4) If a Member dies prior to commencing to receive a retirement pension, and is not survived by a Spouse, the Member's Beneficiary shall be entitled to receive a lump sum payment equal in value to the amount calculated in accordance with paragraph (1).

12.2 Portability Options

- (1) The lump sum value determined in accordance with Subsection 12.1(1) shall be paid as:
 - (a) a lump sum cash payment; or
 - (b) a transfer to another registered pension plan on a Locked-In basis, if permitted by that plan; or
 - (c) a transfer to a Locked-In RRSP in the Spouse's name; or

- (d) a transfer to an Insurer to purchase an immediate or deferred pension in accordance with Applicable Legislation; or
- (e) a transfer to any other prescribed retirement plan that is permitted pursuant to Applicable Legislation.

12.3 Death After Pension Commencement

- (1) If a Member dies after commencing to receive a retirement pension, the death benefit payable to the Member's Beneficiary shall be determined according to the form of pension that had been elected or deemed elected by the Member in accordance with Article 10.

12.4 Identity of Beneficiary

- (1) If there is any doubt as to the identity of the Beneficiary or as to whether the Beneficiary is the person legally entitled to receive any benefits hereunder, payments of any such benefit may be withheld for a reasonable time to permit investigation to be made, and any Beneficiary or claimant shall on demand be obliged to furnish all information and to produce such proof of identity and of right to such benefits as may be reasonable in the circumstances.

12.5 Effect of Settlement

- (1) Upon settlement of a Spouse's or a Beneficiary's entitlement under this Article 12, the Member shall cease to be a Member and no person shall have any further interest in the Plan or the Fund in relation to the Member.

ARTICLE 13 – DESIGNATION OF BENEFICIARY

13.1 Designation of Beneficiary

- (1) A Member's Beneficiary is:
 - (a) the Member's Spouse if the Member has a Spouse and the Spouse has not waived entitlement to such death benefits in accordance with the Pension Benefits Act; or
 - (b) the person or persons designated by the Member, which may include any Dependents, in accordance with paragraph (2) below, if the Member has no Spouse or the Member's Spouse has waived entitlement to such death benefits in accordance with the Pension Benefits Act; or
 - (c) the Member's estate if there is no Beneficiary as described in paragraphs (a) and (b) of this Subsection in respect of the Member who is alive at the time of the Member's death.
- (2) A Member may designate a Beneficiary pursuant to paragraph (b) of Subsection (1) by providing notice, in writing or electronically, in the Approved Form to the Administrator, and may further alter or revoke such designation by providing notice, in writing or electronically, in Approved Form to the Administrator, subject to any statutory conditions or limitations which may be applicable governing the designation of Beneficiaries.
- (3) At any time prior to the death of a Member, the Member's Spouse may waive entitlement to the death benefit described in Article 12 by filing with the Administrator a signed waiver form as prescribed by the Pension Benefits Act.
- (4) A Member's Spouse who has filed a signed waiver form with the Administrator in accordance with paragraph (3) above may revoke such waiver provided notice of such revocation is filed with the Administrator prior to the death of the Member.

ARTICLE 14 – 50% EXCESS CONTRIBUTIONS

14.1 Maximum Employee Funding

- (1) If a Member commences a pension, undergoes a Termination of Service or dies before commencing a pension, the value, if any, of the Member's Pension Contributions with Credited Interest that exceeds 50% of the Commuted Value of the pension earned by the Member with respect to the Member's Pensionable Service but excluding Eligible Purchasable Service purchased in accordance with Section 17.2, shall be:
 - (a) returned to the Member, or Spouse or Beneficiary if applicable, in cash,
 - (b) transferred to an RRSP in the name of the Member or, if applicable, surviving Spouse, or
 - (c) transferred to any other vehicle permitted by the Pension Benefits Act.
- (2) If a Member receives a payment pursuant to paragraph (1) on Termination of Service, the Member has no further entitlement under this Article 14 on subsequent death or pension commencement.

ARTICLE 15 – NON-ASSIGNMENT AND NON-COMMUTATION OF BENEFITS

15.1 Limitation of Assignment

- (1) Except as otherwise provided in the Plan Text, or as required by applicable law, the pension benefits payable under this Plan cannot be assigned, charged, anticipated, given as security or surrendered and are exempt from execution, seizure or attachment. Any transaction purporting to assign, charge, anticipate, give as security or surrender such monies is void.

15.2 Enforcement of Maintenance Orders

- (1) In accordance with the Pension Benefits Act, pension benefits that are payable to a Pensioner or Terminated Member are subject to garnishment pursuant to The Enforcement of Maintenance Orders Act for the purpose of enforcing a maintenance order as defined in that Act.

ARTICLE 16 – DIVISION OF BENEFITS ON SPOUSAL RELATIONSHIP BREAKDOWN

16.1 Division of Pension Benefits

- (1) Subject to paragraph (2), but notwithstanding any other provision of the Plan, the Administrator shall, on the breakdown of the spousal relationship of a Member, divide any retirement pension and other related ancillary benefits to which the Member is entitled to under the Plan in accordance with either:
 - (a) a court order made for the division of family property pursuant to the Family Property Act; or
 - (b) an interspousal agreement within the meaning of the Family Property Act, pursuant to which the Member and Spouse have entered into an agreement to divide their family property.
- (2) The division pursuant to paragraph (1) of a retirement pension and other related ancillary benefits of a Member who is not a Terminated Member or a Pensioner must not reduce the Commuted Value of such Member's retirement pension and other related ancillary benefits payable under the Plan to less than fifty percent (50%) of the Commuted Value of such Member's retirement pension and other related ancillary benefits payable under the Plan prior to the division.

16.2 Breakdown of Spousal Relationship Prior to Commencement of Pension

Member Not Eligible for Unreduced Pension

- (1) If the breakdown of the spousal relationship occurs prior to the commencement of a Member's retirement pension payments and prior to the date on which the Member is eligible to receive an unreduced pension in accordance with Section 9.1 or Subsection 9.2(1), whichever is applicable:
 - (a) the Member's Spouse is entitled to receive a lump sum payment equal to a portion, determined in accordance with Section 16.1, of the Commuted Value of the retirement pension earned by the Member during the period of spousal relationship as if the Member had terminated employment on the date mentioned in the court order or interspousal agreement; and
 - (b) the lump sum payment made to the Spouse in accordance with paragraph (1)(a) shall be transferred to a Locked-In RRSP in the Spouse's name; and
 - (c) on the date that the lump sum payment is made to the Spouse, a

matrimonial division offset shall be calculated as the Member's retirement benefit accrued at the date mentioned in the court order or interspousal agreement multiplied by the ratio of the lump sum payment in paragraph (1)(a) to the Commuted Value of the Member's retirement benefit calculated on the date mentioned in the court order or interspousal agreement; and

(d) at the Member's subsequent date of death, retirement or Termination of Service, the pension benefits payable to the Member shall be calculated as the:

(i) total pension benefits to which the Member would have been entitled at the Member's pension commencement date without regard to the division of the pension benefits on the breakdown of the spousal relationship and prior to any applicable early retirement reductions; less

(ii) the matrimonial division offset calculated in paragraph (1)(c);

with the resulting amount reduced by any applicable early retirement reductions.

Member Eligible for Unreduced Pension

(2) If the breakdown of the spousal relationship occurs prior to the commencement of a Member's retirement pension payments and after the date on which the Member is eligible to receive an unreduced pension in accordance with Section 9.1 or Subsection 9.2(1), whichever is applicable, the Member's Spouse is entitled to receive in accordance with the court order of interspousal agreement, either:

(a) a lump sum payment equal to a portion, determined in accordance with Section 16.1, of the Commuted Value of the retirement pension earned by the Member during the period of spousal relationship as if the Member had terminated employment on the date mentioned in the court order or interspousal agreement; or

(b) when the retirement pension becomes payable to the Member, a lifetime pension determined in accordance with Section 16.1 as a portion of the retirement pension earned by the Member.

(3) If the Spouse elects a lump sum payment in accordance with clause (2)(a):

(a) the lump sum payment shall be transferred to a Locked-In RRSP in the Spouse's name; and

- (b) on the date that the lump sum payment is made to the Spouse, a matrimonial division offset shall be calculated as the Member's retirement benefit accrued at the date mentioned in the court order or interspousal agreement multiplied by the ratio of the lump sum payment in paragraph (2)(a) to the Commuted Value of the Member's retirement benefit calculated on the date mentioned in the court order or interspousal agreement; and
- (c) at the Member's subsequent date of death, retirement or Termination of Service, the pension benefits payable to the Member shall be calculated as the:
 - (i) total pension benefits to which the Member would have been entitled at the Member's pension commencement date without regard to the division of the pension benefits on the breakdown of the spousal relationship; less
 - (ii) the matrimonial division offset calculated in paragraph (3)(b).
- (4) If the Spouse elects a lifetime pension in accordance with clause (2)(b), the pension payable to the Member subsequent to the date retirement payments commence to be paid to the Member shall be reduced by the amount of the pension that could have been provided to the Member by the lifetime pension paid to the Spouse in accordance with clause (2)(b) on an Actuarially Equivalent basis.

16.3 Breakdown of Spousal Relationship After Commencement of Pension

- (1) If the breakdown of the spousal relationship occurs after the commencement of a Member's retirement pension payments:
 - (a) the Member's Spouse is entitled to receive a lump sum payment equal to a portion, determined in accordance with Section 16.1, of the Commuted Value of the retirement pension payable to the Member, calculated on the date mentioned in the court order or interspousal agreement; and
 - (b) the lump sum payment made to the Spouse in accordance with paragraph (1)(a) shall be transferred to a Locked-In RRSP in the Spouse's name; and
 - (c) the pension payable to the Member subsequent to the date mentioned in the court order or interspousal agreement shall be reduced by the amount of the pension that could have been provided to the Member by the lump sum payment made to the Spouse in accordance with paragraph (1)(a) and converted to a lifetime pension payable to the Member only with the

same certain period elected by the Member upon retirement, all determined on a Commuted Value basis.

16.4 Notice to Member

- (1) The Administrator shall give a notice in writing to the Member that a court order or interspousal agreement has been filed.
- (2) The Administrator shall comply with the court order or interspousal agreement, in accordance with Section 16.1, unless the Administrator receives a notice in writing within 30 days after providing the notice in paragraph (1) that the member objects to the division of the retirement pension and other related ancillary benefits in the manner and to the extent provided under Applicable Legislation.

16.5 No Further Claims

- (1) Where a lump sum payment has been transferred to the Spouse's RRSP in accordance with Sections 16.2 or 16.3, whichever is applicable, the Spouse has no further claim or entitlements to any retirement pension and other related ancillary benefits under the Plan.
- (2) Neither the Administrator nor the Plan is liable to any person by reason of having complied with this Article 16.

ARTICLE 17 – BUYBACKS

17.1 Leaves of Absence

- (1) For a period of employment after 2015, where a Member is granted a Leave of Absence with partial or no Pensionable Earnings or is suspended, the Member may, within 6 months of the date the Member returns to active employment, elect to contribute the Pension Contributions that would have been deducted had the Member's Pensionable Earnings continued during the period of absence or suspension. Such contributions shall be made within a period of twelve months from the date the Member returns to active employment, but that period may be extended at the discretion of the Administrator.
- (2) Any Pension Contributions remitted by the Member pursuant to paragraph (1) shall be remitted by the Commission in an equal amount.

17.2 Purchase of Eligible Purchasable Service

- (1) "Eligible Purchasable Service" means, in respect of a Member:
 - (a) for a period of employment after 2015, a Leave of Absence with partial or no Pensionable Earnings or a period of suspension that has not been purchased in accordance with Section 17.1; or
 - (b) a period of employment after 2015 by the Member with an employer other than the Commission in respect of which the Member accrued pension benefits under a registered pension plan other than the Plan in which the other employer participated.
- (2) To purchase a period of Eligible Purchasable Service under this Section 17.2, the Member must cause to be paid or transferred to the Fund, at the time and in the manner specified by the Administrator, the cost of the period of Eligible Purchasable Service being purchased, as determined pursuant to paragraph (3). Without limitation, where payment is a transfer from another registered pension plan, after such transfer the Member must have no further entitlement under this other registered pension plan in respect of the period of Eligible Purchasable Service being purchased.
- (3) The cost of a period of Eligible Purchasable Service is the full going concern actuarial cost as of the date of purchase of the increase in the Member's benefits payable from the Plan as a consequence of the period of Eligible Purchasable Service being recognized as Pensionable Service, as determined by the Actuary, plus any extraordinary administrative expenses the Administrator must incur to implement such a purchase. Without limitation, in making such determination the Actuary must assume that the additional benefits payable from the Plan as a

consequence of the period of Eligible Purchasable Service being recognized as Pensionable Service and Service will commence payment at a time and in a manner that has the maximum actuarial value to the Member.

- (4) If a Member completes a purchase of Eligible Purchasable Service in accordance with this Section 17.2, the period of Eligible Purchasable Service purchased will be recognized as a period of Pensionable Service and Service for the Member.
- (5) The amount paid to the fund, in accordance with paragraph (2) and as calculated in accordance with paragraph (3), shall be counted as Transfer-in Contributions in respect of the Member.

17.3 Limits on Purchases of Leaves of Absence

- (1) A Member who makes contributions to the Plan in accordance with Section 17.1 or paragraph (1)(a) of Section 17.2 shall not be allowed to contribute in respect of periods that, in aggregate, exceed:
 - (a) five (5) years of unpaid Leaves of Absence granted, excluding maternity leaves; and
 - (b) eight (8) years of unpaid Leaves of Absence granted, including maternity leaves.

ARTICLE 18 – MANAGEMENT AND ADMINISTRATION

18.1 Written Explanation

- (1) The Administrator, or the Commission on behalf of the Administrator, shall, as and when required by Applicable Legislation, provide each Employee with a written explanation of the terms and conditions of the Plan and the Employee's rights and duties with reference to the benefits available to them under the Plan.
- (2) The Administrator shall provide a written explanation of any amendments to the Plan to each Member within ninety (90) days after the date the amendments have been registered with the Superintendent of Pensions or at such earlier time as may be required by Applicable Legislation.
- (3) The Administrator shall provide other information required by Applicable Legislation to Employees, Members, Members' Spouses, and Beneficiaries as and when required by Applicable Legislation.

18.2 Annual Statements

- (1) The Administrator shall provide a written statement to each Member within one-hundred eighty (180) days after the end of each Plan Year or such later date as may be prescribed by Applicable Legislation.
- (2) The written statement will show all information prescribed by Applicable Legislation.

18.3 Examination of Plan Documents

- (1) Within thirty (30) days after a written request, each Member and Member's Spouse may, once in each Plan Year, either personally or by an agent authorized in writing for that purpose, examine at the office of the City's pension and benefits department during regular working hours and without charge:
 - (a) the Plan Text and any amendments;
 - (b) any applicable underwriting agreement, insurance contract, bylaw or resolution relating to the Plan;
 - (c) any agreement relating to the investment of the Fund;
 - (d) the most recent annual information return and cost certificate; and
 - (e) any other documents prescribed by Applicable Legislation.
- (2) Instead of permitting an examination of Plan documents pursuant to paragraph (1), the Administrator may, without charge and within thirty (30) days

after a written request, provide the person with a photocopy of the document that the person has requested to examine.

18.4 Written Statement When Employment Ceases

- (1) The Administrator shall provide each Member, or, if the Member has died, each Spouse or Beneficiary with a written statement showing a Member's benefits, including all information required by Applicable Legislation, within ninety (90) days after the earliest of:
 - (a) receipt of notice of the Member's date of death;
 - (b) receipt of notice of the Member's date of retirement; or
 - (c) the Member's employment termination date.
- (2) The Administrator shall provide each Member with a written statement showing a Member's benefits, including all information required by Applicable Legislation, within thirty (30) days after the approval by the superintendent of the termination report filed in respect of the termination of the Plan.

18.5 Release of Information

- (1) Retirement pension and other related ancillary benefits payment amounts from the Plan are classified as private and confidential and therefore are not to be released to anyone, except for those who need to know in order to invest the Fund and process payments.
- (2) Notwithstanding paragraph (1), any document on a Member's file relating to the administration of the Plan may be released if:
 - (a) the Member has given written consent to its release; or
 - (b) the request for the release of information is related to official responsibilities being carried out under the Plan, an act of the Province of Saskatchewan or the Government of Canada or the proceedings of any court.

18.6 Responsibility for Management and Administration

- (1) The Administrator is responsible for all matters relating to the administration of the Plan and the Fund. The Administrator must ensure that the Plan and the Fund are administered in accordance with the Trust Agreement, the Pension Benefits Act and the Income Tax Act. The duties and responsibilities of the Administrator include, without limitation, the following:
 - (a) employing or retaining, from time to time, an official to administer the day-to-day functions and such staff and agents as it deems necessary and

appropriate to carry out duties in connection with the administration of the Plan and Fund, at such rates of remuneration as it deems reasonable;

- (b) maintaining and making available such records as are required by the Actuary for the purpose of making actuarial valuations and estimates of required contributions by the Members and the Commission and maintaining such records as are necessary to accurately determine the benefits due to Members in accordance with the terms of the Plan;
 - (c) at all times, keeping or causing to be kept adequate accounts of the Fund on a calendar year basis;
 - (d) safekeeping the Plan Text and amendments thereto;
 - (e) making application for registration of the Plan;
 - (f) making application for acceptance of approved amendments to the Plan;
 - (g) ensuring that the Plan Text is administered in accordance with its terms as registered;
 - (h) filing annual information returns with the Superintendent of Pensions and the Minister of National Revenue; and
 - (i) preparing the information needed to report pension adjustments (PAs), past service pension adjustments (PSPAs) and pension adjustment reversals (PARs), as applicable.
- (2) For the purposes of the Plan, the Administrator is entitled to determine conclusively a Member's Pensionable Earnings, Service and Pensionable Service.

18.7 Fund and Fund Management

- (1) The Fund must be held, invested and administered by the Administrator in accordance with the terms of the Plan Text, the Trust Agreement and Applicable Legislation.
- (2) The Administrator may appoint a Fund Custodian for the purpose of the holding for safekeeping and reporting of all assets and investments whatsoever made by and for the Fund.
- (3) All pension benefits payable under this Plan Text must normally be provided directly from the Fund. However, the Administrator may, on the advice of the Actuary, direct that some or all of the pension benefits be provided by an annuity or annuities purchased with monies from the Fund from an Insurer or Insurers.
- (4) The Fund is chargeable with the fees of the Fund Custodian and of any

investment manager, with any expenses reasonably and properly incurred by the Fund Custodian and any investment manager in respect of the Plan and the Fund and the Fund is chargeable with any expenses reasonably and properly incurred by the Administrator in the administration, operation or management of the Plan and the Fund. For greater clarity, such expenses shall include any cost of services provided to the Plan by the Commission and/or City.

18.8 Application for Benefits

- (1) A pension or other benefit payable under the Plan may be granted by the Administrator and payment thereof may be made only upon application therefor in Approved Form, and only after submission of satisfactory proof of age and such other relevant supporting evidence as the Administrator in its discretion may require.
- (2) A Member who elects to retire in accordance with Article 7 must provide the Administrator with a written notice of the election at least fifteen (15) days before the commencement date of the retirement pension. The Administrator may, in extenuating circumstances, waive or reduce the fifteen (15) days' notice requirement.
- (3) Any person receiving or claiming a pension or other benefit payable under the Plan must at any and all times, on demand of the Administrator, furnish to the Administrator satisfactory evidence of the continuing right thereto.
- (4) If there is any doubt as to the identity of any person entitled to benefits from the Plan or as to whether that person is the person legally entitled to receive any benefits hereunder, payments of any such benefit may be withheld for a reasonable time to permit investigation to be made, and any claimant must on demand furnish the Administrator with all information and produce such proof of identity and of right to such benefits as the Administrator requests.

18.9 Incorrect Age

- (1) If the age of any person entitled to benefits under the Plan is found to have been incorrectly stated the Administrator may make, or cause to be made, such adjustments to the affected benefits as the Administrator deems equitable.
- (2) Age may be proven by official birth certificate issued by the appropriate public authority, or such other evidence of age as is satisfactory to the Administrator.

18.10 Records

- (1) Wherever the records of the Commission are used for the purposes of the Plan, such records shall be conclusive of the facts with which they are connected.
- (2) All records and files pertaining to the operations of the Plan and Member's and

the Commission's accounts must be retained for three years, or such lengthier period as the Administrator decides from time to time, after:

- (a) in the case of an agreement, the expiry of the agreement; and
- (b) in the case of other records, the date of the last transaction to which the records relate.

18.11 Plan Non-Protective

- (1) The Plan does not give a Member any right to be retained in the service of the Commission, prevent the Commission from discharging a Member at any time, or give rise to any claim by anyone against the Commission for damages for any cause whatsoever.

18.12 Canadian Currency

- (1) All contributions to the Plan and all benefits under the Plan are payable in the lawful currency of Canada, provided that in case of any Member being paid compensation in some other currency, the Administrator may from time to time, at its discretion, fix the rate of exchange to be used for the purposes of the Plan in converting to Canadian currency the Member's compensation and contributions to the Plan.

18.13 Payments to Minors, etc.

- (1) If a person entitled to receive a benefit under the Plan is a minor, or is physically, mentally or legally incompetent to receive such benefit or to give a valid release therefor, the Administrator may pay the benefit to the person's legal guardian or other responsible individual identified as such by the Administrator or to the Public Guardian and Trustee of Saskatchewan, for the account of the person entitled to the benefit. Any such payment operates as a complete discharge of liability therefor under the Plan.

18.14 Tax Withholdings

- (1) Any benefits payable hereunder shall be subject to any tax withholdings required by applicable law.

18.15 Calculation of Time

- (1) In all calculations involving time, a complete month shall count as one-twelfth of a year.

18.16 General Procedures

- (1) Each amount determined in connection with the operations and administration of the Plan must be determined, where the amount is based on assumptions, using reasonable assumptions, and, where actuarial principles are applicable to the determination, in accordance with generally accepted actuarial principles.

18.17 Gender Discrimination

- (1) The gender of a Member or the Member's Spouse or Beneficiary may not be considered when determining:
 - (a) the amount or rate of contributions required to be made by a Member;
 - (b) the amount of a retirement pension and other related ancillary benefits or the Commuted Value of a retirement pension and other related ancillary benefits to which a person may become entitled; or
 - (c) the entitlement of a person to become a Member of the Plan.

ARTICLE 19 - AMENDMENT OF PLAN TEXT AND TERMINATION OF PLAN

19.1 Authority to Amend Plan Text

- (1) The Administrator hopes and expects that the Plan will continue indefinitely but, subject to Subsection (2) and subject always to the Trust Agreement, the Pension Benefits Act and the Income Tax Act, has the right to amend the Plan Text from time to time. Such amendments may be made at any time and from time to time by the Administrator and all such amendments are binding on the Commission and on every Member.
- (2) Notwithstanding paragraph (1), without the prior written consent of the Commission, no amendment to the Plan Text can be made which has the direct or indirect effect of:
 - (a) changing who may become a Member or the conditions upon which an individual can become a Member;
 - (b) changing the definition of Pensionable Earnings (or any component of that definition) used in the determination of Pension Contributions owing to the Fund by the Commission and the Members;
 - (c) causing or requiring the Commission to contribute more than 9.5% of the Members' Pensionable Earnings to the Fund; or
 - (d) causing the Plan to no longer qualify as a pension plan subject to subsections 40(5) and (6) of the Pension Benefits Act, or successor statutory provisions to like effect, which permit the Commission's liability in respect of the Plan to be limited as set out in the Trust Agreement.
- (3) Any amendment to the Plan Text may take effect retroactively or otherwise as the Administrator may direct.

19.2 Termination of the Plan

- (1) If the Plan is terminated in accordance with the Trust Agreement, the assets of the Pension Fund shall be allocated and distributed in accordance with the Trust Agreement and Applicable Legislation.

**The Saskatoon Board of Police Commissioners
Resolution 4 - The Supplemental Cash Payment Arrangement**

- WHEREAS** The Saskatoon Board of Police Commissioners (the “**Commission**”) is the employer of the members of the Saskatoon Police Pension Plan (the “**SPPP**”), which pension plan was adopted by the Commission effective January 1, 2016 pursuant to a Memorandum of Agreement concluded November 28, 2014;
- WHEREAS** Effective January 1, 2016, the Commission wishes to establish a supplemental cash payment plan called The Supplemental Cash Payment Arrangement (the “**Arrangement**”) to pay amounts to members of the SPPP that the Commission cannot contribute to the SPPP on their behalf due to the maximum pension contribution limits prescribed by the SPPP; and
- WHEREAS** The Commission now wishes to adopt for the Arrangement the text attached to this resolution as Appendix “A”.

THEREFORE IT IS RESOLVED THAT:

1. The Commission establish the Arrangement effective January 1, 2016.
2. The Commission adopt for the Arrangement the text attached to this resolution as Appendix “A”.

Passed this _____ of November, 2015.

Chair, Saskatoon Board of Police Commissioners

Secretary, Saskatoon Board of Police Commissioners

Appendix “A”

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**THE SUPPLEMENTAL
CASH PAYMENT ARRANGEMENT**

Effective January 1, 2016

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SECTION 1 INTRODUCTION

1.1 NAME

- (1) This document constitutes The Supplemental Cash Payment Arrangement established in accordance with a resolution passed by the City of Saskatoon Board of Police Commissioners effective January 1, 2016.

1.2 PRIMARY PURPOSE

- (1) The purpose of the *Arrangement* is to deal with those amounts that the *Commission* cannot contribute to the *Registered Plan* because of paragraph (2) of Subsection 5.3 of the *Registered Plan*. While the level of cash payments payable under this *Arrangement* is related to the level of the *Commission's* contributions to the *Registered Plan*, the *Arrangement* is not a pension plan. Rather, it is a program whereby the *Commission* will make certain taxable cash payments to certain of its employees.

SECTION 2 INTERPRETATION

2.1 WORDS AND TERMS

In this document, words and terms shall have the meanings assigned to them in Subsection 2.1 of the Saskatoon Police Pension Plan, except as follows:

"Arrangement" means The Supplemental Cash Payment Arrangement constituted under this document.

"Registered Plan" means the Saskatoon Police Pension Plan.

2.2 GENERAL

- (1) Unless the context requires otherwise, the singular includes the plural and vice versa.

SECTION 3 ELIGIBILITY AND MEMBERSHIP**3.1 MEMBERSHIP**

- (1) *Members* whose Pension Contributions are reduced in accordance with paragraph (2) of Subsection 5.3 of the *Registered Plan* shall participate in the *Arrangement*.

SECTION 4 FINANCIAL RESPONSIBILITY**4.1 COMMISSION PAYMENTS**

- (1) The *Commission* shall pay all amounts owing under the *Arrangement* as they fall due out of its general assets. There shall be no trust fund or other form of pre-funding of the benefits payable under this *Arrangement*.

SECTION 5 BENEFITS**5.1 BENEFIT AMOUNT**

- (1) If pursuant to paragraph (2) of Subsection 5.3 of the *Registered Plan* any portion of the amounts paid to an *Employee* in respect of a calendar year which would otherwise be treated as *Pensionable Earnings* cannot be recognized as such, the *Commission* shall pay to the *Employee* an amount equal to 9%, or such other percentage rate at which the *Commission* is then contributing to the *Registered Plan*, of such amounts that cannot be treated as *Pensionable Earnings*.
- (2) All amounts payable to a *Member* pursuant to Subsection (1) shall, at the election of the *Member*, be paid in cash to the *Member*, or to an account in the *Member's* name with a financial institution designated by the *Member*. The *Member* may invest such amounts as he or she sees fit in such investment vehicles as that financial institution may offer. For greater certainty, the *Commission* shall have no legal or other responsibility for selecting the financial institutions to which *Members* may direct such amounts, or monitoring the investment of such amounts. Rather, all legal and other responsibility associated with the investment of the amounts paid to a *Member* pursuant to the *Arrangement* is the exclusive responsibility of the *Member*.

- (3) All amounts payable by the *Commission* to a *Member* are immediately and fully taxable, and the *Commission* shall ensure that all statutory withholding and reporting is made in respect of such amounts.

SECTION 6 ADMINISTRATION OF THE ARRANGEMENT

6.1 GENERAL

- (1) The *Arrangement* shall be administered by the *Commission*.

SECTION 7 TERMINATION OF THE ARRANGEMENT.

7.1 GENERAL

- (1) This *Arrangement* shall remain in effect so long as the *Registered Plan* remains in effect.

E4

CITY OF SASKATOON

Office of the City Clerk

To: Secretary, Board of Police Commissioners Date: November 18, 2015
Phone: (306) 975-3240
Our File: CK. 175-23

From: Diane Kanak Your File:
Deputy City Clerk

Re: Meeting with Board of Police Commissioners

The Executive Committee, at its meeting held on November 16, 2015, considered your letter of October 21, 2015, regarding the matter of joint meetings with members of Council.

The Committee resolved:

- (1) That the information be received; and
- (2) That the Board of Police Commissioners be asked to arrange a meeting in January 2016 with the Executive Committee.



:dk

cc: Chief of Police
City Solicitor

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THE BOARD OF POLICE COMMISSIONERS

SASKATOON, SASKATCHEWAN



October 21, 2015

Executive Committee (City Clerk)

Dear Members of Council:

Re: Meeting with Board of Police Commissioners

The Board of Police Commissioners discussed the matter of joint meetings with members of Council at its most recent meeting. The Board found the recent joint meeting to be beneficial and would like to pursue formalizing regular engagement opportunities.

In this regard, the Board resolved that members of Council be invited to a meeting of the Board of Police Commissioners in April 2016; and that the second date for a meeting with Council be set after the 2016 Civic Election. Further details as to a specific date and time in April will be provided once the Board's 2016 meeting schedule is established.

Yours truly,

A handwritten signature in cursive script, appearing to read 'Joanne Sproule'.

Joanne Sproule
Secretary to the Board

JS:jf

cc: His Worship the Mayor
Chief of Police

ES

CITY OF SASKATOON

Office of the City Clerk

To: Secretary, Board of Police Commissioners Date: November 18, 2015
Phone: (306) 975-3240
Our File: CK. 175-23

From: Diane Kanak
Deputy City Clerk Your File:

**Re: Membership - Board of Police Commissioners
- Councillor Clark (May 25, 2015)**

The Executive Committee, at its meeting held on November 16, 2015, considered the attached report of the City Solicitor regarding the above matter.

The Committee resolved that a report be forwarded to City Council recommending:

- 1) That the information be received; and
- 2) That discussions with the Board of Police Commissioners occur in January pertaining to board membership, governance and accountability.



:dk

Attachment

cc: Chief of Police
City Solicitor

Memorandum



City of
Saskatoon

EXECUTIVE COMMITTEE

Membership – Board of Police Commissioners – Councillor C. Clark (May 25, 2015)

Recommendation of the Committee

1. That the information be received; and
2. That discussions with the Board of Police Commissioners occur in January pertaining to board membership, governance, and accountability.

History

At its November 16, 2015 meeting, Executive Committee considered a report of the City Solicitor.

Attachment

1. Report of the City Solicitor dated November 16, 2015.

Membership - Board of Police Commissioners – Councillor C. Clark (May 25, 2015)

Recommendation

That Executive Committee recommend to City Council that this Report be received as information.

Topic and Purpose

City Council passed a motion at its meeting held on June 22, 2015, that the Administration provide a report to Executive Committee on the process for adding two additional civilian members to the Board of Police Commissioners, including some analysis of the governance implications and considerations for determining the ratio of civilian to elected members of police boards and how this has been determined in other Canadian cities.

This Report provides a summary of these matters.

Report Highlights

This Report summarizes the process for adding members to the Board of Police Commissioners and identifies considerations regarding the composition of boards of police commissioners in jurisdictions across Canada.

Strategic Goal

This Report supports the Strategic Goal of Quality of Life as it promotes good policing practices.

Report

The Police Act, 1990 (the "Act") requires a municipality with a population over 5,000 to establish, by bylaw, a board of police commissioners. The board of police commissioners must consist of at least three members, appointed annually by the council.

If the board consists of three members, it must include the mayor, one member of council, and one other person, who is not a member of council, as a member at large.

If the board consists of more than three members, it must consist of the mayor, two members of council, and two or more other persons, who are not members of council, as members at large.

As the board of police commissioners is established by bylaw, any changes to the number of members of the Saskatoon Board of Police Commissioners would require an amendment to *The Saskatoon Board of Police Commissioners Bylaw*.

Prior to 2001, the Act required a board of police commissioners to contain either three or five members. In 2001, the Act was amended such that a board could consist of more than five members. Notably, the number of members on the Saskatoon Board of Police Commissioners was increased from five to seven in December, 2001. Effective January 1, 2004, the number of members was decreased from seven to five. The rationale for the decrease was that a majority of the members should be elected to ensure accountability to the public.

The Boards of Police Commissioners in both Regina and Moose Jaw consist of five members. The Prince Albert Board of Police Commissioners is made up of seven members, with the City Manager, Chief of Police and Director of Financial Services acting as advisory officials.

Unlike Saskatchewan, legislation in other Canadian jurisdictions typically requires that the majority of members of a police board are not municipal councillors or employees of the municipality. In many of those jurisdictions, a board of police commissioners has a significantly greater role and specific responsibilities respecting the provision of police services set out within the legislation.

In Saskatchewan, the powers of a board of police commissioners are more general, including the delivery of policing services generally, and providing general direction, policy and priorities for the police service and developing long-term plans.

A summary of the legislative requirements in other Canadian jurisdictions is as follows:

- British Columbia – a municipal police board is to consist of the mayor, one person appointed by council and up to seven persons appointed by the Lieutenant Governor in Council (“LGC”). Appointees may not be a councillor or ineligible to be elected as a councillor;
- Alberta - a board of police commissioners may consist of three to 12 members. If it consists of four or fewer, only one may be a member of council or an employee of the municipality. If it consists of more than four people, two may be councillors or employees of the municipality;
- Manitoba - a municipal police board to consist of at least five members. One member is appointed by the LGC and the others are appointed by council. No more than half of the members of a municipal police board may be councillors or employees of the municipality;
- Ontario - a police services board in a municipality with a population over 25,000 must have five members, including the head of the municipal council,

one member of council, one person appointed by council who is neither a councillor nor an employee of the municipality, and two persons appointed by the LGC. A municipality with a population of over 300,000 may apply to the LGC to increase the size of its board to seven members; and

- Nova Scotia – a board of police commissioners may consist of five or seven members. A five-member board must consist of two councillors, two people appointed by council who are not councillors or employees of the municipality and one person appointed by the Minister. A seven-member board must consist of three councillors, three people appointed by council who are not councillors or employees of the municipality and one person appointed by the Minister.

Greater detail of the legislative requirements in other Canadian provinces is attached as Attachment 1.

Public Notice

Public Notice pursuant to Section 3 of Policy No. C01-021, Public Notice Policy, is not required.

Attachment

1. Detailed Summary of Legislative Requirements in Other Provinces.

Report Approval

Written by: Jon Danyliw, Solicitor
Approved by: Patricia Warwick, City Solicitor

Detailed Summary of Legislative Requirements in Other Provinces

British Columbia - *Police Act*

Pursuant to the British Columbia *Police Act*, a municipal police board is to consist of the mayor of the municipality, one person appointed by the council, and not more than seven persons appointed by the Lieutenant Governor in Council. A person appointed to the police board cannot be a councillor or ineligible to be elected as a councillor. The legislative intent behind the creation of a police board is to ensure that a police department remains a separate and independent body from the municipality and to insulate the police department from the political decision-making process.

In British Columbia, a municipal police board has four main governance functions:

- (a) employer of all sworn and civilian staff of a police department;
- (b) primary financial oversight for the department;
- (c) establishes policy priorities and policies that set direction for the department; and
- (d) authority for policy and service complaints, and discipline authority for complaints against chief and deputy chief constables.

The City of Vancouver Police Board is made up of the mayor, one person appointed by the council and six people appointed by the Lieutenant Governor in Council. Board members are chosen to reflect the demographics of the community. The stated goal of the Vancouver Police Board is to provide civilian governance and oversight of policing. The Board has five standing committees, including Finance, Freedom of Information, Governance, Human Resources, and Service and Policy Complaint Review.

Alberta - *Police Act*

The Alberta *Police Act* states that a board of police commissioners may consist of three to 12 members. If it consists of four or fewer, only one may be a member of council or an employee of the municipality. If it consists of more than four people, two may be councillors or employees of the municipality.

In Alberta, municipal boards of police commissioners have the following legislated functions:

- (a) to allocate funds provided by a city council, in consultation with the chief of police;
- (b) to establish policies providing for efficient and effective policing;
- (c) to issue instructions as necessary to the chief in regards to those policies; and
- (d) to ensure sufficient persons are employed by the police service to carry out its functions.

The Calgary Police Commission has 11 members, nine of whom are members of the public and two of whom are municipal appointees, who may be councillors or municipal employees. The stated purpose of the Commission is to provide independent civilian oversight and governance of the Calgary Police Service to ensure a safe community.

The Calgary Police Commission has three subcommittees, including Finance and Audit, Governance, and Complaints Oversight.

The Edmonton Police Commission has nine members, two of whom are councillors. The Commission is intended to be a non-political, independent body representing the view of the public on policing matters. While the Commission is appointed by and accountable to City Council, it is intended to remain an unbiased body whose primary responsibility is ensuring professional and ethical front line policing.

The Edmonton Police Commission has three standing policy committees appointed to make recommendations to the Commission for review and decisions, including the Governance Committee, Finance and Audit Committee, and Professional Standards Committee. Each committee must have at least three members.

Manitoba - *Police Services Act*

The Manitoba *Police Services Act* requires a municipal police board to consist of at least five members. One member is appointed by the Lieutenant Governor in Council and the others are appointed by council. The City of Winnipeg Police Board must have at least seven members, two of whom are appointed by the Lieutenant Governor in Council. No more than half of the members of a municipal police board may be councillors or employees of the municipality.

As stated in the *Police Services Act*, the purpose of a police board is to provide civilian governance respecting the enforcement of law, the maintenance of public peace and the prevention of crime and to provide administrative direction and organization required to provide adequate and effective police service in the municipality. A police board has four general duties:

- (a) after consulting with the police chief, establish priorities and objectives for the police service;
- (b) establish policies for the effective management of the police service;
- (c) direct the police chief and monitor his or her performance; and
- (d) perform any other prescribed duties.

More specifically, a police board in Manitoba must:

- (a) ensure that the police chief establishes programs and strategies to implement the priorities and objectives established by the board for the police service;
- (b) ensure that community needs and values are reflected in the policing priorities, objectives, programs and strategies;

- (c) ensure that police services are delivered in a manner consistent with community needs, values and expectations; and
- (d) act as a liaison between the community and the police service.

A police board in Manitoba may give orders and directions to the police chief, but not to other police officers. No individual member of a board may give an order or direction to any police officer. Furthermore, a police board must not give orders or directions on specific operational decisions, individual investigations or the day-to-day operation of the police service.

The Winnipeg Police Board is required to establish four standing committees, including the Governance Committee, Finance Committee, Strategic Planning Committee, and Risk Management and Audit Committee. Each standing committee must have at least three members, in addition to the Board Chair.

Ontario - *Police Services Act*

In Ontario, a police services board in a municipality with a population over 25,000 must have five members, including the head of the municipal council, one member of council, one person appointed by council who is neither a councillor nor an employee of the municipality, and two persons appointed by the Lieutenant Governor in Council.

A municipality with a population of over 300,000 may apply to the Lieutenant Governor in Council to increase the size of its board to seven members, including the head of the municipal council, two members of council, one person appointed by council who is neither a councillor nor an employee of the municipality, and three persons appointed by the Lieutenant Governor in Council.

Pursuant to the *Police Services Act*, a police services board in Ontario is responsible for the provision of adequate and effective police services in the municipality and must:

- (a) appoint the members of the municipal police force;
- (b) generally determine, after consultation with the chief of police, objectives and priorities with respect to police services in the municipality;
- (c) establish policies for the effective management of the police force;
- (d) recruit and appoint the chief of police and any deputy chief of police, and annually determine their remuneration and working conditions, taking their submissions into account;
- (e) direct the chief of police and monitor his or her performance;
- (f) establish policies respecting the disclosure by chiefs of police of personal information about individuals;
- (g) receive regular reports from the chief of police on disclosures and decisions made regarding secondary activities;
- (h) establish guidelines with respect to the indemnification of members of the police force for legal costs;
- (i) establish guidelines for dealing with complaints; and

- (j) review the chief of police's administration of the complaints system and receive regular reports from the chief of police on his or her administration of the complaints system.

The Toronto Police Services Board consists of seven members. Its purpose is to provide civilian oversight of the Toronto Police Service. The Board may appoint subcommittees to address various matters. The Chair of the Board is a member of each subcommittee.

Nova Scotia - Police Act

A board of police commissioners may consist of five or seven members. A five-member board must consist of two councillors, two people appointed by council who are not councillors or employees of the municipality, and one person appointed by the Minister. A seven-member board must consist of three councillors, three people appointed by council who are not councillors or employees of the municipality, and one person appointed by the Minister.

A board of police commissioners in Nova Scotia is to provide civilian governance on behalf of the council in relation to the enforcement of law, the maintenance of law and order, and the prevention of crime in the municipality; and to provide administrative direction, organization and policy required to maintain an adequate, effective and efficient police department. A board of police commissioners is required to:

- (a) determine, in consultation with the chief officer, priorities, objectives and goals respecting police services in the community;
- (b) ensure the chief officer establishes programs and strategies to implement the priorities, objectives and goals respecting police services;
- (c) ensure that community needs and values are reflected in policing priorities, objectives, goals, programs and strategies;
- (d) ensure that police services are delivered in a manner consistent with community values, needs and expectations;
- (e) act as a conduit between the community and the police service providers;
- (f) recommend policies, administrative and organizational direction for the effective management of the police department;
- (g) review with the chief officer information provided by the chief officer respecting complaints and internal discipline;
- (h) ensure a strategic plan and business plan is in place; and
- (i) ensure the department is managed by the chief officer according to best practices and operates effectively and efficiently.

The Halifax City Council appoints six members of the Board of Police Commissioners, three of whom are councillors. The Solicitor General may appoint one additional member to the Board. The Board provides civilian governance regarding strategic policy and policy driven budget planning for police service delivery. It does not appear that the Board has appointed subcommittees.