

COLLECTIVE AGREEMENT
BETWEEN
THE BOARD OF POLICE COMMISSIONERS
OF
THE CITY OF SASKATOON
AND
THE SASKATOON POLICE EXECUTIVE OFFICERS' ASSOCIATION

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

**THE BOARD OF POLICE COMMISSIONERS
OF
THE CITY OF SASKATOON
AND
THE SASKATOON POLICE EXECUTIVE OFFICERS' ASSOCIATION**

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This COLLECTIVE AGREEMENT made this **26 day of November, A.D., 2020,**

BETWEEN:

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

OF THE FIRST PART

- and -

THE SASKATOON POLICE EXECUTIVE OFFICERS' ASSOCIATION
hereinafter called the "Officers' Association"

OF THE SECOND PART

PREAMBLE

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

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

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

ARTICLE 1. INTERPRETATION

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

- (a) "ASSOCIATION" means the Saskatoon Police Executive Officers' Association duly certified by the Labour Relations Board under **Saskatchewan Employment Act**, and amendments thereto, as an appropriate unit of employees for the purpose of bargaining collectively for the members of the Saskatoon Police Executive Officers' Association in the said certification or order specified.
- (b) "BOARD" means the Board of Police Commissioners of the City of Saskatoon (as constituted by *The Police Act*, 1990 and amendments thereto).

Revised

- (c) "CHIEF OF POLICE" or "CHIEF" means the Executive Head of Service or the Senior Officer acting as Executive Head for the time being.
- (d) "CITY" means the Corporation of the City of Saskatoon.
- (e) "SERVICE" means the Saskatoon Police Service.
- (f) "MASCULINE AND FEMININE GENDER" - the words "he", "his" or "him" where used herein shall be construed as including or referring to a person of a feminine gender where the facts or context so require.
- (g) "MEMBERS" and "EMPLOYEES" means any member of the Saskatoon Police Executive Officers' Association.
- (h) "OFFICERS" means any peace officer who is a member of the Saskatoon Police Executive Officers' Association.
- (i) "COURT" shall mean any Federal, Provincial, Municipal, or tribunal acting in a judicial or quasi-judicial capacity and shall include Police Service and Police Commissioner inquiries or hearings and prosecutor interviews, Board of Arbitration, when subpoenaed by the Board.
- (j) "HOURS OF WORK" shall be governed by the Laws of the Province of Saskatchewan and the Regulations thereunder.
- (k) "SHIFT" means the daily work period of an employee who works with other employees on a fixed or rotational basis.
- (l) "SPECIAL DUTY" means any Police service undertaken for private parties apart from regular Police duty.

In the event of any conflict or difference between Departmental Regulations and this Collective Bargaining Agreement, the provisions of the Collective Bargaining Agreement shall apply.

ARTICLE 2. TERM OF AGREEMENT

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

ARTICLE 3. NEW RANKS

In the event of a new rank, which falls within the scope of the Saskatoon Police Executive Officers' Association, being put into effect, which has been determined by the Board of Police Commissioners, the Officers' Association shall be able to negotiate the salary for such new rank.

Revised

ARTICLE 4.(1) HOURS OF WORK

- (a) A Member's hours of work shall not exceed eight (8) hours per day and five (5) days in any one week.
- (b) Normally, a Member's work hours will commence no earlier than 0600 hours or later than 0900 hours, Monday to Friday.
- (c) Notwithstanding paragraph (a), a Member shall work a re-arranged work week based on a two-week rotation (1st week - five (5) days, 2nd week - four (4) days or vice versa) consisting of an eight (8) hour and fifty-three (53) minute workday, including lunch.
 - (i) Earned days off shall be scheduled adjacent to the Member's days off.
 - (ii) Earned days off will be predetermined on a yearly basis.
 - (iii) Deferral of earned days off will be permitted within the calendar year they are earned.
 - (iv) Members attending a training course in excess of two (2) weeks shall assume hours of work to coincide with the course curriculum and shall not be entitled to the earned days off that fall within that period.
- (d) It is recognized that under exigent circumstances, a Member may be permitted or required to work outside of the normal scheduled day shift.
- (e) Unless agreed, no split shifts shall be worked.
- (f) Unless agreed, scheduled days off will be consecutive.

Note: Should the need for a Shift Supervisor (i.e. Inspector) be established by the Chief, the parties agree to negotiate alternate hours of work to meet the needs of the Service.

ARTICLE 4.(2) ON CALL DUTY OFFICER

- (a) Each officer will be required to be a Duty Officer for a maximum of seven (7) weeks per year, twenty four (24) hours a day. If required to work while on call, the officer shall receive equal time off for the period of time worked.
- (b) On call Duty Officer Duty Schedule to be worked out in consultation with the Saskatoon Executive Officers Association and mutually agreed upon.
- (c) If an Officer is required to be on call in excess of seven (7) weeks per year, that Officer will receive four (4) hours time credit for each twenty four (24) hour period on call. If a period of "on call" is required due to long term illness, etc. the Chief of Police will assign a member from the promotion list.
- (d) There will be a vehicle (with remote start) available for twenty four (24) hour use when on call as Duty Officer.

ARTICLE 5. COURT ATTENDANCE

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

(a) Regular assigned weekly leave

- i) The day shall be divided into three (3) categories for court attendance:
 1. morning
 2. afternoon
 3. evening
- ii) For attendance in any one (1) of the above categories in a day an Officer shall receive eight (8) hours' pay at regular rates.
- iii) For attendance in any two (2) of the above categories in a day an Officer shall receive a further four (4) hours' pay at regular rates in addition to (a) ii).

(b) Night Shift

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

(c) While Off Duty

Where an Officer's court attendance runs into or extends a regular shift assignment, or there is an interval of three (3) hours or less, the entire attendance in court outside the regular shift assignment, plus the interval if any, shall be paid at overtime rates.

For any court attendance, the Officer may elect time credit in lieu of pay.

- Revised
- (d) Court attendance benefits shall be paid to all retired members who are subpoenaed to court in relation to any case they may have been involved with while an employee of the **Service** (excluding personal cases).

Revised

Retired members who are called to attend meetings/interviews with lawyers in relation to any case they may have been involved with, while an employee of the **Service** (excluding personal cases), shall be compensated a minimum of three hours pay per day at the Year 2 Inspector hourly rate.

(e) Court Attendance While On Annual Leave

When an Officer is permitted to proceed on vacation leave and is required to attend court while on vacation leave, the Officer shall be granted twenty-four (24) hours pay for each day required for court, regardless of the number of courts or appearances in any day.

The Officer shall receive time allowance at regular rates of pay for actual traveling time plus reasonable expenses. Expense allowance shall apply to the Officer only.

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

- the Officer is contacted by telephone; or,
- the spouse, including a common-law spouse, of the Officer is contacted (provided the Officer and spouse are not, at that time, living separate and apart).

If the Officer is not so notified in accordance with the foregoing, the Officer shall receive the minimum benefit otherwise payable.

- (h) The notice of cancellation period referred to in (g) above does not apply to those Officers who are on duty and informed of such cancellations prior to the required court attendance.
- (i) Application for court credits to be valid must be submitted immediately and forthwith, following the attendance being claimed.
- (j) All fees payable to an Officer as a witness in any court proceedings, for which any pay or time credits are being claimed, shall accrue to the Service.
- (k) To claim credit for attendance in Civil Courts, the Officers must:
 - have been subpoenaed.
 - notify the Service prior to attending.
 - be responsible for collecting fees payable to him; and, where he claims court credits for such time, he shall pay such fees to the Service.
- (l) When an Officer is required to travel to attend a criminal court outside of Saskatoon on behalf of the Service, the following shall apply:
 - i) The hours of work shall be rescheduled to permit travel on Service time.
 - ii) When required to travel on weekly leave or annual leave, an Officer shall be paid two times (2X) for the travel time. Time in lieu may be elected.
- (m) Officers notified to attend court will be required to declare whether they are on or off duty at time or date of the court case. If an Officer does not properly notify the Service, no court time benefits shall be allowed.
- (n) Pursuant to his duties, when an Officer is required to attend court while he is on sick leave the Officer will not receive benefits under this article.

ARTICLE 6. PUBLIC HOLIDAYS

- (a)
 - i) Public holidays shall mean: New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Saskatchewan Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and any other day or part of a day declared by His Worship the Mayor to be a civic holiday. Except provided in (b) below, all members required to work on a public holiday, shall, in addition to their regular salary, be entitled to pay for the time actually worked during the period of the holiday at the rate of double time (2X). Officers may elect time in lieu of pay.
 - ii) Christmas Day, Boxing Day, New Year's Day, Canada Day and Remembrance Day shall be observed December 25, December 26, January 1, July 1 and November 11 respectively, and these dates so specified shall be deemed to be those holidays for the purpose of any bonus pay provided for above. Where another day has been declared a public holiday in lieu of above dates, they shall not be considered to be a public holiday so far as this Agreement is concerned.
 - iii) Members required to work between 1800 hours and 2400 hours December 24 and/or December 31, shall be paid at the rate of double time (2X) for hours worked.
 - iv) When a public holiday falls during a Member's vacation leave, he shall be entitled to one (1) additional day's pay for each such holiday. Members may elect time in lieu of pay.
 - v) When a Public Holiday falls during a Member's weekly leave, he shall be entitled to one (1) additional day's pay for each such holiday. Members may elect time in lieu of pay.
- (b) If a statutory holiday falls on Weekly Leave or Vacation Leave, that Member shall receive 8.88 hours' pay or time credit.
- (c) If an Officer is on call on a statutory holiday and is required to work, that Officer shall receive an additional four (4) hours' pay or pay for the actual hours worked, whichever is greater. Time credit in lieu may be elected.

ARTICLE 7. VACATION LEAVE

- (a) "Service" for the purpose of calculating vacation entitlement, shall be interpreted as service with the Saskatoon Police Service.
- (b) Officers shall receive:
 - i) After sixteen (16) years' service, Officers shall be entitled to five (5) weeks paid vacation per year.
 - ii) After twenty (20) years' service, Officers shall be entitled to six (6) weeks paid vacation per year.

- iii) After twenty-eight (28) years' service, Officers shall be entitled to seven (7) weeks paid vacation per year.
- (c) For vacation entitlement, the year shall be deemed to be April 1 to March 31.
- (d) Members may be permitted to accumulate two (2) years' vacation leave credits, provided that such requests for accumulation of vacation are submitted to the Chief of Police before the vacation draw for the year in which no vacations will be taken.
- (e) It is agreed the actual draw for vacations shall take place not less than thirty (30) days prior to January 1 each year.
- (f) Members may place forty (40) hours time credit in the Time Bank in lieu of one (1) week of their annual vacation.

ARTICLE 8. TEMPORARY ASSIGNMENTS

- (a) If an Officer is designated to Act as the Chief of Police, the Officer will be entitled to 110% of the top salary level of a Superintendent. The Officer shall not receive extra pay to Act as the Chief of Police for a period less than one (1) day or for weekends.
- (b) If an Officer is designated to Act as the Deputy Chief of Police, the Officer will be entitled to 105% of the top salary level of a Superintendent. The Officer shall not receive extra pay to Act as the Deputy Chief of Police for a period less than one (1) day or for weekends.
- (c) Designated Acting Superintendents will be filled by an Officer holding the rank of Inspector. The Acting Superintendent will be entitled to the Level 1 salary of a Superintendent. The Officer shall not receive pay to Act as a Superintendent for a period less than one (1) day or for weekends.
- (d) The short term replacement of Inspectors will be determined, based on the needs of the Service.

ARTICLE 9. COMPASSIONATE LEAVE

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

Revised

ARTICLE 10. SUPERANNUATION

- (a) The provisions as outlined in *The Retirement Plan for Employees of the Saskatoon Board of Police Commissioners 2003, Bylaw 1913*, will continue to apply for Officers.
- (b) It is agreed that the Executive Officers' Association shall have one (1) representative on the Board Joint Pension Committee.
- (c) Notwithstanding (a) above, the terms and conditions of the Memorandum of Agreement between the Board of Police Commissioners and the Saskatoon City Police Association re: Superannuation and Retirement dated November 28, 2014 shall apply in its entirety.

ARTICLE 11. RESOLUTIONS OF THE BOARD

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

ARTICLE 12. LEAVE OF ABSENCE

Members of the Saskatoon Police Executive Officers' Association will be excused from duty with pay, to attend conferences, meetings, or training, to an aggregate maximum of 176 hours per year, provided reasonable notice in writing is given to the Chief of Police.

ARTICLE 13. SICKNESS AND DISABILITY

(a) Sick Leave

An employee who has completed three (3) months of employment with the Saskatoon Police Service shall receive the sickness and disability plan. During the first three months of continuous employment with the Saskatoon Police Service, a new employee is not provided a benefit.

- (b) During the first twelve (12) consecutive months or lesser period of illness, the employee receives one hundred percent (100%) of salary; and thereafter, the employee will be covered by the Long-Term Disability Insurance Plan.
- (c) If sick leave in 13(b) continues for more than one (1) year or is recurring in nature, the employee shall be covered by a long-term disability insurance plan. Premium costs of this plan to be paid by the employee.

ARTICLE 14. WORKERS' COMPENSATION

- (a) Members on Workers' Compensation for a period not exceeding one (1) year, shall be paid an amount not exceeding the Officers' regular basic salary less statutory deductions.
- (b) All Workers' Compensation wage payments shall be made by the Workers' Compensation Board directly to the City.

ARTICLE 15. GRIEVANCES

- (a) When a Member has a grievance, the following procedure shall apply:
 - i) Member to submit grievance in writing to the Officers' Association within seven (7) days following the event.
 - ii) The Officers' Association is to submit the grievance in writing to the Chief of Police within seven (7) days.
 - iii) The Chief of Police shall give a written decision within seven (7) days.
 - iv) The Officers' Association may appeal the decision to the Board in writing within seven (7) days.
 - v) The Board shall give a written decision forthwith.
 - vi) If the Officers' Association wishes to appeal the Board's decision on a grievance, the matter may proceed to arbitration. The Board and the Officers' Association shall each appoint a nominee to the arbitration board. The two (2) nominees shall then select a mutually agreeable Chairman. If no agreement on the Chairman can be reached, the Dean of Law, University of Saskatchewan, shall make the appointment. The parties will be responsible for the expenses of their respective nominee and the Chairman's expenses shall be split equally.

ARTICLE 16. CLOTHING EXPENSES

- (a) All Officers shall receive a cleaning expense of three hundred and forty-five dollars (\$345.00) per annum. Such expense to be paid on a prorated basis for each pay period.
- (b) All Officers in plain clothes on a regular basis shall, in addition to the cleaning expense, be paid a clothing allowance of one thousand seven hundred and fifty dollars (\$1,750.00). Such expense to be paid on a prorated basis for each pay period.

All uniform Officers shall, in addition to the cleaning expense, be paid a clothing expense of nine hundred and fifty dollars (\$950.00) per annum. Such expense to be paid on a prorated basis for each pay period.
- (c) All Officers shall receive a mess kit which will remain the property of the Officer after retirement, excluding termination with cause.
- (d) All Officers shall receive an initial issue of shoes and boots, which will be replaced on an as needed basis.
- (e) The Service shall provide Uniform Officers with six (6) pair of socks, one (1) pair of mitts, one (1) pair of gloves and a pair of toe rubbers, annually.

- (f) When a uniformed Officer is temporarily assigned to relieve an Officer in a plain clothes position for a period of six (6) consecutive weeks or more, the Officer shall be paid the plain clothes clothing allowance on a pro-rated basis for the period of time of such temporary assignment.

ARTICLE 17. MAINTENANCE OF MEMBERSHIP

Every Employee, who is now or hereafter becomes a member of the Officers' Association, shall maintain membership in the Officers' Association as a condition of his employment.

ARTICLE 18. CHECK-OFF

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

ARTICLE 19. EMPLOYEES ON COURSES

- (a) When a Member is required to attend courses out of the Province which are scheduled for a period of four (4) weeks or more, the Member will be allowed one (1) plane trip to Saskatoon and return during the duration of the course.
- (b) If a Member is absent from the City and his home as a result of duties or requirements as a member of the Service, he shall receive the **Service** rate for all meals and travel.
- (c) A Member who is absent from the City on police business or a course will be paid an unaccountable sum of fifteen (15) dollars per day for miscellaneous expenses.

Revised

ARTICLE 20. LIABILITY IN THE PERFORMANCE OF DUTY

The Board agrees to indemnify a Member, including during retirement, in respect of any claim made against a Member as a result of a Member's employment with the Saskatoon Police Service, except where it is established that such action arose out of a willful and wanton dereliction of duty by a Member and except with respect to any disciplinary proceeding taken against a Member under *The Police Act, 1990*. In the event that such proceedings result in any judgment or monetary award against a Member, the Board will indemnify the Member in respect of payment made pursuant to such judgment or monetary award, and such indemnification shall include the assumption of the costs of any legal proceedings incurred by such Member in respect of civil or criminal charges against such Member, resulting from the performance of their duties, with the exception of any disciplinary proceeding taken against the Member under *The Police Act, 1990*.

In the case of any discipline proceeding taken against a Member under *The Police Act, 1990*, if:

- (a) the discipline charge is subsequently withdrawn;
- (b) the Member is found not guilty; or,

- (c) the Member is found guilty, but successfully appeals the conviction so that no discipline charge remains,

the Board shall reimburse the Member for reasonable legal costs of the discipline proceedings incurred by the Member after the discipline charge is laid. For the purpose of this provision, reasonable legal costs shall be based on the account rendered by the solicitor to the Member, and in the case of a dispute of the account by the Board, the Board may submit the account to the taxing officer for assessment.

ARTICLE 21. GROUP INSURANCE

An employee who has completed three (3) months of employment with the Saskatoon Police Service shall be covered under the City's Group Life Insurance plan. During the first three months of continuous employment with the Saskatoon Police Service, a new employee is not covered by the plan.

ARTICLE 22. DENTAL PLAN

- (a) An employee who has completed three (3) months of employment with the Saskatoon Police Service shall be covered under the City's Dental Insurance Plan. During the first three (3) months of continuous employment with the Saskatoon Police Service, a new employee is not provided a benefit. Premiums shall be paid for by the Employer.

ARTICLE 23. DEATH AND DISABILITY BENEFITS

- (a) In this part:
 - i) "Salary" shall mean the basic rates of pay as from time to time set forth in the schedule of pay contained in Article 26 of this Agreement.
 - ii) "Dependent Child" of an Officer means the child of an Officer who is:
 1. An unmarried person under the age of 18 years; or,
 2. An unmarried person over the age of 18 years but less than 25 years of age, and is in full-time attendance at a school, university or other educational institute; or,
 3. A person over the age of 18 years who, prior to the death of the Officer, was by reason of mental or physical disability unable to earn a livelihood.
- (b) If an Officer is killed or totally disabled as a direct result of the performance of his duties, the following shall apply:
 - i) Death Benefits
 - 1.0 In the event of the death of an Officer, the Board shall guarantee to the spouse or dependent children an amount equal to the amount of the monthly salary such Officer would have received if living and

continuing in the employ of the Board in the same or equivalent classification in which such Officer was employed at the time of death.

- 1.1 In the event of the subsequent death of the spouse, the benefit shall continue to be payable, effective the first (1st) day of the month following the death of the spouse, at the rate of twenty percent (20%) of the gross applicable monthly salary for each dependent child with the maximum benefit payable under this provision not to exceed eighty percent (80%) of the gross applicable monthly salary.
- 2.0 In calculating the amount to be paid by the Board in any month, the following items shall be deducted from the salary from time to time in effect:
 - 2.1 Any taxes and statutory deductions required by law.
 - 2.2 The amount of any pension, annuity or insurance settlement not personally contracted for by such deceased Officer, his spouse or dependent children otherwise than by virtue of the employment of such Officer. Deductions specifically included in this Clause shall be any benefits paid by the Workers' Compensation Board, the Board of Police Commissioners, the Canada Pension Plan, the Criminal Injuries Compensation Board, or a claim or suit in tort made against any person in respect of the death of such Officer. In the event the foregoing benefits take the form of a lump-sum settlement, rather than a monthly allowance, such amounts shall be spread over a ten (10) year period to determine the monthly amount deductible. It shall be the responsibility of the Officer's estate to apply for every benefit available before taking advantage of the provisions of this clause.
 - 2.3 For death-in-service group insurance coverage between the Officer and the Board will be offset by an amount equal to one-half (1/2) of the total benefit payable upon death as outlined in 2.2 above.
- 3.0 The Board's liability hereunder shall continue:
 - 3.1 In the event of the death of an Officer leaving a spouse until the remarriage of the spouse.
 - 3.2 In the event of the death of an Officer leaving a spouse and dependent child or children until the remarriage of the spouse.
 - 3.3 In the event of the death of an Officer leaving no spouse but a dependent child or children, until they cease to be considered dependents under the definition set forth in this Clause.
 - 3.4 In no event shall payments be continued beyond the earliest date at which such deceased Officer would have been eligible

for retirement superannuation benefits from the Service had the Officer's death not occurred.

4.0 In the event a spouse abandons or deserts any dependent children, the Board shall have the right to direct that any payment forthcoming, by virtue of these provisions, shall be paid to the benefit of such children following application by the Official Guardian to the Court pursuant to the provisions of The Infants Act, R.S.S. Chapter 342.

ii) Disablement Benefits

1.0 In the event an Officer becomes disabled and is unable to perform assigned duties as an Officer of the Police Service, the Board shall guarantee to the Officer an amount equal to the amount of monthly salary such Officer would have received in the same or equivalent classification in which employed at the time the disability occurred.

1.1 Disability benefits payable herein shall be subject to the provisions of Article 14 of this Agreement.

1.2 In calculating the amount to be paid by the Board in any month, the provisions of subsection (b) i) 2.0 respecting deductions shall apply with the necessary changes.

1.3 In no event shall payments be continued beyond the earliest date at which such disabled Officer would have been eligible for retirement from the Service had disablement not occurred.

2.0 Reduction by Board of Amount Payable

2.1 In the event that an Officer recovers from a disability to the extent of being capable of gainful employment, becomes so employed and receives remuneration therefrom which is less than the entitlement under this Agreement, such amount shall be paid, assigned or delivered to the Board by the Officer, or such other equivalent arrangements as shall be determined by the Board.

2.2 In the event that an Officer recovers from the disability and becomes gainfully employed and receives remuneration therefrom which is in excess of what the officer would have been entitled to have been paid under this Agreement, the responsibility of the Board for further payments shall cease.

2.3 In the event that the Board is satisfied that the Officer is unreasonably refusing to accept gainful employment which the Officer is capable of performing, the Board may reduce or discontinue any payments, provided that this section shall be subject to 3.0 below.

- 3.0 In the event of dispute arising from medical grounds as to the validity of a claim for disability benefits, then, upon the application of either the Board or the Officer concerned, that matter shall be referred to an independent medical practitioner, whose findings shall be final and binding upon both the Board and the Officer.

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

ARTICLE 24. PROMOTIONS AND APPOINTMENTS

- (a) The Chief of Police shall make all recommendations for promotions and appointments to the Board for final decision. Members of the Officers' Association shall receive consideration for vacancies.
- (b) A minimum of two (2) Superintendents will be maintained within the organizational structure of the Saskatoon Police Service.

ARTICLE 25. PROBATIONARY PERIOD

An appointment to an Officer rank shall be subject to a twelve (12) month probationary period.

ARTICLE 26. RATES OF PAY

The wage increases for the term of the 2020-2022 Collective Agreement are effective on the following dates:

Revised **January 1, 2020 — 1.00%**
July 1, 2020 — 1.00%
July 1, 2021 — 1.60%
July 1, 2022 — 1.50%

Effective January 1, 2020

Revised

Grade	Step	Hourly	Pay Period	Monthly	Annual
1 Inspector	1	\$75.2094	\$6,518.40	\$13,036.80	\$156,441.62
	2	\$80.2778	\$6,957.68	\$13,915.36	\$166,984.37
	3	\$85.3655	\$7,398.63	\$14,797.27	\$177,567.21
	Max	\$85.8515	\$7,440.75	\$14,881.51	\$178,578.11
2 Superintendent	1	\$88.2398	\$7,647.74	\$15,295.48	\$183,545.70
	2	\$89.7739	\$7,780.70	\$15,561.41	\$186,736.87
	3	\$91.3079	\$7,913.66	\$15,827.32	\$189,927.78
	Max	\$91.7931	\$7,955.71	\$15,911.43	\$190,937.13

Effective July 1, 2020

Grade	Step	Hourly	Pay Period	Monthly	Annual
1 Inspector	1	\$75.9616	\$6,583.59	\$13,167.17	\$158,006.04
	2	\$81.0807	\$7,027.26	\$14,054.52	\$168,654.21
	3	\$86.2192	\$7,472.62	\$14,945.24	\$179,342.88
	Max	\$86.7100	\$7,515.16	\$15,030.32	\$180,363.89
2 Superintendent	1	\$89.1222	\$7,724.22	\$15,448.43	\$185,381.16
	2	\$90.6716	\$7,858.51	\$15,717.02	\$188,604.24
	3	\$92.2210	\$7,992.79	\$15,985.59	\$191,827.06
	Max	\$92.7111	\$8,035.27	\$16,070.54	\$192,846.50

Effective July 1, 2021

Grade	Step	Hourly	Pay Period	Monthly	Annual
1 Inspector	1	\$77.1769	\$6,688.92	\$13,377.85	\$160,534.14
	2	\$82.3780	\$7,139.70	\$14,279.39	\$171,352.68
	3	\$87.5987	\$7,592.18	\$15,184.36	\$182,212.37
	Max	\$88.0974	\$7,635.40	\$15,270.81	\$183,249.71
2 Superintendent	1	\$90.5481	\$7,847.80	\$15,695.61	\$188,347.26
	2	\$92.1224	\$7,984.25	\$15,968.49	\$191,621.91
	3	\$93.6966	\$8,120.68	\$16,241.36	\$194,896.29
	Max	\$94.1945	\$8,163.84	\$16,327.67	\$195,932.04

Effective July 1, 2022

Grade	Step	Hourly	Pay Period	Monthly	Annual
1 Inspector	1	\$78.3346	\$6,789.26	\$13,578.51	\$162,942.15
	2	\$83.6136	\$7,246.79	\$14,493.58	\$173,922.97
	3	\$88.9128	\$7,706.07	\$15,412.13	\$184,945.56
	Max	\$89.4189	\$7,749.94	\$15,499.87	\$185,998.46
2 Superintendent	1	\$91.9063	\$7,965.52	\$15,931.04	\$191,172.47
	2	\$93.5042	\$8,104.01	\$16,208.02	\$194,496.24
	3	\$95.1020	\$8,242.49	\$16,484.98	\$197,819.73
	Max	\$95.6074	\$8,286.29	\$16,572.59	\$198,871.02

- (e) Progression to the second year in each rank will be based upon:
 - i) Completion of one (1) year in that rank, and
 - ii) Fully satisfactory performance as assessed by the Chief of Police.
- (f) A member assigned to an acting rank within the meaning of this agreement shall enter the salary structure at a Year 1 rate of pay for the position they are filling.

ARTICLE 27. TIME IN LIEU

A Member will be allowed to accumulate time credit in lieu of pay. Any time credit payable after one hundred fifty (150) hours is reached will be paid in cash, effective December 31 of each year.

ARTICLE 28. DISCIPLINE

- (a) All matters of discipline for Officers shall be dealt with as provided in The Police Act, 1990.
- (b) When a Member is interviewed or charged with a breach of discipline and is paraded before the Chief of Police or Deputy Chief in relation to such charge, he/she may be accompanied by one (1) and not more than two (2) members of his own selection or by legal counsel to witness the proceedings and to assist him.

ARTICLE 29. SEVERANCE ENTITLEMENT

- (a) Upon promotion to the executive ranks, Officers shall have their sick time severance entitlement calculated following the formula below:
 - i) This severance entitlement is to be calculated on the basis of 2% per year of employment with the Saskatoon Police Service, prior to promotion to the executive ranks, to a maximum of 60%, of the accumulated sick leave credits. Entitlement is to be based on the average hourly rate of pay during the ten (10) years' service prior to promotion.

- ii) The severance entitlement as calculated is to be increased by lump sum payments equal to the percentages of collectively bargained increases applicable to Staff Sergeants from time to time, applied to the severance entitlement amount as calculated in Article 29 (a) i) from the point of promotion to the point of retirement. These lump sum payments are paid on the severance entitlement amount on the dates of such negotiated salary increases and are to be compounding.

This method of calculation completely replaces the calculation found at Article 29 of the Collective Bargaining Agreement between the Saskatoon City Police Association and the Saskatoon Board of Police Commissioners for members promoted to the executive ranks.

- (b) Upon retirement or resignation, Officers shall be paid out their severance entitlement, including all lump sum payments as of the date of retirement or resignation.
- (c) Officers may have their severance entitlement paid to them prior to their date of retirement or resignation, subject to the following:
 - i) Such entitlement, including any lump sum payments, will be calculated as of the date payment is made.
 - ii) Officers electing to receive their severance entitlement prior to retirement or resignation shall have no claim to further severance entitlement and, without limiting the generality of the foregoing, shall have no claim to further lump sum payments as outlined in Article 29 (a) ii).
- (d) Should the Officer die while in the employ of the Saskatoon Police Service, the severance entitlement shall be paid to his estate.
- (e) This Article entirely replaces the Arbitration Award of Mr. Ken Norman dated June 23, 1998 and the Remedial Award of Mr. Ken Norman dated January 12, 2000 covering a grievance dated March 20, 1995, Re: Article 14 Sickness and Disability.

ARTICLE 30. WORKING CONDITION ALLOWANCE

- (a) Each Member shall receive an annual Working Condition Allowance equal to four and one-half percent (4 ½%) of the Member's annual base salary.
- (b) The Working Condition Allowance shall be provided in lieu of overtime, shift differential and call out.
- (c) In the event that a Member does not complete a full calendar year of employment due to a non-occupational disability for a period of one hundred and eighty (180) consecutive calendar days or more, or a Member has been absent due to an occupational disability for a period of three hundred and sixty-five (365) consecutive calendar days, such Member shall earn a Working Condition Allowance proportionate to the number of months that the Member worked within that year.

- (d) The Working Condition Allowance shall be paid on a pro-rated basis in each pay period.

Note: Should the need for a Shift Supervisor (i.e. Inspector) be established by the Chief, the parties agree to negotiate a shift differential benefit for those Members working other than a day shift.

ARTICLE 31. EMPLOYEE MEDICAL COMPENSATION

The Board agrees to pay 1% of the sum of the previous year's payroll cost for the Saskatoon Police Executive Officer's Association membership into an Association administered medical fund. The amount to be paid into the medical fund on January 15, of each year.

ARTICLE 32. OUTSTANDING MEMORANDA OF AGREEMENT

At the signing of this Agreement, all outstanding Memoranda of Agreement shall become null and void, other than for this Memorandum.


Revised

This Collective Agreement, signed this 8 day of **March, 2021**.

**EXECUTED ON BEHALF OF THE
SASKATOON POLICE EXECUTIVE
OFFICERS' ASSOCIATION**




President



Secretary-Treasurer

**EXECUTED ON BEHALF OF THE BOARD
OF POLICE COMMISSIONERS**



Chairperson



Secretary

