

Collective Agreement

between

**File Hills First Nations Police Service, the
Employer**

and the

**Canadian Union of Public Employees,
Local 5504, the Union**

April 1, 2022 to March 31, 2027

CUPE / *Canadian Union
of Public Employees*

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THIS AGREEMENT made as of this _____ day of _____, A.D., 2023.

BETWEEN the “Employer”

AND the “Union”

ARTICLE 1 – PURPOSE

1.01 It is the intention and purpose of the parties to this agreement to set forth certain terms and conditions of employment relating to pay, hours of work, and other related terms and conditions of employment affecting employees covered by this agreement and to ensure efficient and effective policing for the communities served by the File Hills First Nations Police Service Force.

ARTICLE 2 – MANAGEMENT RIGHTS

2.01 All the functions, rights, powers, and authority which the employer has not specifically abridged, delegated, or modified by this agreement are recognized by the union as being retained by the employer.

2.02 The employer shall exercise its rights consistent with the terms of this agreement. The question of whether one of these rights is limited by this agreement may be decided through discussions, grievance, and/or arbitration.

ARTICLE 3 – RECOGNITION AND NEGOTIATIONS

3.01 Bargaining Unit

The employer recognizes the Canadian Union of Public Employees and its Local 5504 as the sole and exclusive bargaining agent for all employees, other than those holding the rank of Chief of Police.

3.02 Work of the Bargaining Unit

Persons whose regular jobs are not in the bargaining unit shall not replace any regular employee on any job which is included in the bargaining unit, except in cases of emergencies, where regular employees are not available. “Emergency” shall be defined as in Article 16.04.

3.03 The employer agrees to send the union a copy of all the resolutions, reports etc. adopted by the Council with Band when subjects dealt with are indirectly related directly to the Police Services within thirty (3) days of it passing.

3.04 Security

a) No regular employee may be laid off nor suffer a reduction in salary as a result of changes made to their position or on:

- 1) occasion of changes the technical procedures; or
 - 2) technological changes.
- b) In the case of an annexation, the transformations in administrative or constitutional structures:
- 1) of the employer or change;
 - 2) in the legal structures of the employer, the latter undertakes, in concert with the union, to do everything possible to protect the rights of employees in such new structures.
- c) The employer will not contract out directly or indirectly any related or similar services provided by Local 5504.

ARTICLE 4 – NO DISCRIMINATION

4.01 The employer(s) and the local of the union agree and recognize their responsibility to create a discrimination free workplace. The employer(s) agrees that there shall be no discrimination exercised or practiced with respect to any employee in the matter of hiring, assigning wage rates, training, upgrading, promotion, transfer, layoff, reemployment, discipline, classification, discharge, or any other action by reason of age, race, creed, colour, ancestry, national origin, religion, political affiliation or activity, sexual orientation, gender identity/expression, sex, marital status, family status, place of residence, disability (subject to bonafide occupational requirements), nor by reason of their membership or activity in the union.

4.02 Harassment

The employer(s) recognize their responsibility to create a harassment free workplace.

Harassment means any objectionable conduct, comments, or display by a person that is directed at a worker; and

is made on the basis of race, creed, religion, colour, sex, sexual orientation, marital status, family status, disability, physical size or weight, age, nationality, ancestry or place of origin, union activity; or

is repeated, intentional, sexually oriented practice that undermines an employee's health, job performance, or workplace relationships or endangers an employee's employment status or potential; or

is repeated, intentional, offensive comments, and/or actions deliberately designed to demean and belittle an individual and/or to cause personal humiliation; or

constitutes a threat to the health or safety of the worker.

4.03 Principle of Fair Treatment

The principle of fair treatment is a fundamental one, and both the employer(s) and the local of the union do not and will not condone any improper behaviour on the part of any person which would jeopardize an employee's dignity and well-being and/or undermine work relationships and productivity.

4.04 It is agreed that the *Canadian Human Rights Act*, *The Saskatchewan Human Rights Code*, and *The Saskatchewan Employment Act* will apply to this collective agreement.

ARTICLE 5 – UNION SECURITY

5.01 Union Membership

- a) Every employee who is now or later becomes a member of the union shall maintain membership in the union as a condition of the employee's employment.
- b) Every new employee shall, within thirty (30) days after the commencement of the employee's employment, apply for and maintain membership in the union and maintain membership in the union as a condition of the employee's employment.
- c) Notwithstanding paragraphs a) and b), any employee in the bargaining unit who is not required to maintain membership or apply for and maintain membership in the union shall, as a condition of the employee's employment, tender to the union the periodic dues uniformly required to be paid by the members of the union.

5.02 New Employees

The employer agrees to acquaint new employees with the fact that a union agreement is in effect and with the conditions of employment set out in the articles dealing with the union security and dues check off.

5.03 Copies of Agreement

Within two (2) weeks of a new employee being hired, the employer shall introduce the new employee to their union representative. The representative will provide the new employee with a copy of the collective agreement.

5.04 Interviewing Opportunity

A representative of the bargaining unit shall be given an opportunity to interview each new employee within regular working hours, without loss of pay, for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and their responsibilities and obligations to the union.

5.05 Meetings

The employer agrees to grant entry to its territory lands and the employer used/leased/rented buildings to representatives of the Canadian of Union and of Public Employees after the Chief is informed. The purpose for entry to meet with the members of the union or to provide for any union event or activity.

ARTICLE 6 – CHECK OFF UNION DUES

6.01 Check off

The employer shall deduct and forward to the secretary-treasurer of the union initiation fees, assessments, and monthly dues for all employees who are employed, accompanied by a list of names of all employees from whose wages the deductions have been made.

6.02 Deductions

The employer agrees to make such deductions from each pay and to forward the same to the secretary-treasurer of the union not later than the twenty-fifth (25th) of the same month.

ARTICLE 7 – CORRESPONDENCE

7.01 All correspondence arising out of this agreement or incidental thereto shall pass to and from employer representatives and the president of the union with a copy to the CUPE national representative.

ARTICLE 8 – UNION/MANAGEMENT COMMITTEE

8.01 Union/Management Committee

A union/management committee shall be established consisting of the union executive and an equal number of representatives of the employer if so desired. This committee shall enjoy the full support of both parties to this agreement in the interest of maximum service to the public. Any union representative shall have the privilege of attending committee meetings held within their scheduled working hours without loss of pay or benefits provided there is no additional cost to the employer. The CUPE national representative shall be invited to attend all meetings.

8.02 Function of Committee

The committee will concern itself with matters of the following nature:

- a) Considering constructive criticism of all activities so that better relations shall exist between the employer and union or union membership;
- b) Increasing operating efficiency by promoting cooperation in effecting economy moves;
- c) Improving of service to the public and working conditions;
- d) Promotion of safety and sanitary practices and the observance of safety rules;
- e) Reviewing suggestions from employees;

- f) Promoting education and training of staff. Employee training will be a standing agenda item;
- g) *The Occupational Health and Safety Regulations* of the province of Saskatchewan; and
- h) All other issues and subjects so noted in this agreement or as deemed appropriate by the committee.

ARTICLE 9 – BARGAINING MANAGEMENT RELATIONS

9.01 Representation

No individual employee or group of employees shall undertake to represent the union at meetings with the employer without prior authorization of the union. In order that this may be carried out, the union will supply the employer with names of its officers.

No employee shall be required or permitted to make a written or verbal agreement with the employer.

9.02 Representative of the Canadian Union of Public Employees

- a) The union shall have the right at any time to have the assistance of a CUPE national representative when dealing with the employer. Such representative shall have access on all premises the employer uses. The union shall have the right at any time to have the assistance of consultants, legal or otherwise, when dealing with the employer.
- b) Where the employer requests a formal meeting with the employee to discuss performance issues, it shall provide adequate notice and disclose the nature of the meeting request to the union and the employee. A union representative shall have the right to be at all such meetings along with the employee.

9.03 Employer Representative

The employer shall have the right at any time to have the assistance of consultants, legal or otherwise, when dealing with the union.

9.04 The employer grants committee leave with pay to representatives authorized of the union, members of committees, when they attend meetings between the parties.

9.05 Regulations/Policies

Subject to *The Saskatchewan Provincial Police Act*, if there is any conflict between the provisions of the regulations and/or policies governing the File Hills First Nations Police Services Force and the provision of this agreement, the provisions of the latter shall govern.

ARTICLE 10 – GRIEVANCE PROCEDURE

10.01 Settling a Grievance

When an employee becomes aware that a grievance may exist, in an effort to seek an early resolution, the matter may be first be taken up with the Chief and a union representative.

STEP 1:

If the grievance is considered legitimate by the union, a copy shall be sent to the Chief of Police. A union official and the Chief shall be designated to conduct a joint union/management fact finding process and to seek an informal resolution of the grievance within five (5) days of having received notice. The Chief shall render a decision within ten (10) working days.

STEP 2:

If the alleged grievance is not resolved at the informal resolution stage, the employee shall take up their grievance with a Tribunal made up of a mutually agreed to Mediator, a representative of the union, and a representative of the employer within ten (10) working days (exclusive of weekends and recognized holidays). The Tribunal shall render a decision within ten (10) working days (exclusive of weekends and recognized holidays). In the event the matter is not resolved, the employee may proceed to Step 3.

STEP 3:

Failing a satisfactory response from the Tribunal, and upon the expiration of the ten (10) day period referred to therein, the employee or union representative may present their grievance in person or in writing to the Board of Police Commissioners at their next regular scheduled meeting. The Board of Police Commissioners shall respond, in writing, to the employee within ten (10) working days from the date the grievance was presented at the third level.

STEP 4: Arbitration

Failing a satisfactory response at Step 3, the union may, within twenty (20) working days from the date of the response should have been received, proceed to arbitration.

10.02 Union Representative

In any case where a hearing is held on a grievance at any level of the grievance process, the employee shall be accompanied by a union official.

10.03 Timelines

In determining the time in which any step under the foregoing proceedings is to be taken, Saturdays, Sundays, and recognized holidays shall be excluded.

10.04 Time Limits Extension

The parties may mutually agree to extend the time limits specified herein.

10.05 Technical Objections to Grievance

No grievance shall be defeated or denied by any formal or technical objection. An arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute and to render a decision which they deem just and equitable.

ARTICLE 11 – DISCHARGE, SUSPENSION, AND DISCIPLINE

11.01 Police Act Governs

- a) Any discipline, suspension, or dismissal of a police officer shall be conducted according to *The Saskatchewan Provincial Police Act* and regulations and shall remain in effect for the term of this collective agreement.

If any law is passed rendering any provision of *The Saskatchewan Provincial Police Act* or regulations null and void, the parties shall negotiate a mutually agreeable provision to be substituted for the provisions so rendered null and void. Should the parties fail to achieve agreement, the parties shall submit the matter(s) to binding arbitration under *The Saskatchewan Employment Act*.

- b) While not restricting 11.01 a) above, there shall be no discipline, demotion, suspension, or dismissal for any employee, unless it is proven by the employer to be just cause.

Except in cases of gross misconduct, the employer agrees that progressive discipline will be used in dealing with employees whose job performance and/or conduct is not satisfactory.

11.02 Service Records of Discipline

- a) Notwithstanding the provisions of the *Code of Professional Conduct – The Saskatchewan Provincial Police Act*, the parties recognize that the employer is required to comply with the disclosure requirements (the decision of the Supreme Court of Canada in McNeil establishes that, in certain circumstances, evidence of police misconduct and internal disciplinary action taken in response to it must be disclosed), regardless of the time that has passed since the event causing the discipline occurred. Appropriate confidentiality shall be maintained with respect to such disciplinary records.
- b) While not restricting 11.02 a) above, any counselling or negative report that is entered into an employee's personal record shall be rescinded after a period of twenty-four (24) months from the date of counselling provided that no further counselling occurs and shall not be used against an employee for any reason after the record is removed. Before any negative written report or counselling comments can be placed on any employee's record, they must be advised and have an opportunity to defend themselves. Each employee shall have the right to see their personal record on request during regular business hours.

ARTICLE 12 – ARBITRATION

12.01 Single Arbitrator

Where a grievance has been referred to arbitration in accordance with Article 10.01 STEP 4: Arbitration, the parties shall, within thirty (30) calendar days, attempt to agree to appoint a single arbitrator.

Where the thirty (30) calendar days have expired, either party shall have the right, within ten (10) calendar days, to refer the grievance to a board of arbitration.

Where neither party refers the grievance to a board of arbitration, the Chief Justice of the Court of King's Bench shall appoint a single arbitrator.

12.02 Board of Arbitration

a) Appointees

Where a grievance has been referred to a board of arbitration under Article 12.01, the party making the referral shall name an appointee to the board of arbitration.

Within ten (10) calendar days of receiving notice that the grievance has been referred to a board of arbitration, the party receiving the notice shall name an appointee to the board of arbitration.

Where a party receiving the notice fails to name an appointee within the prescribed time limit, the Chief Justice of the Court of King's Bench shall appoint a person to the board of arbitration on behalf of that party.

b) Chairperson

Within ten (10) calendar days of the second party's appointment, the two (2) appointees shall appoint a third member to the board of arbitration who shall act as chairperson.

Where the parties fail to agree on the appointment of an arbitrator, the Chief Justice of the Court of King's Bench shall appoint an arbitrator.

12.03 Decision of the Board

The decision of the majority shall be the decision of the board. Where there is no majority decision, the decision of the chairperson shall be the decision of the board. The decision of the board of arbitration shall be final, binding, and enforceable on all parties.

12.04 Decision

A written decision of the arbitrator, or arbitration board as the case may be, shall be made within sixty (60) days from the date of the arbitration and shall be final and binding on the parties. The arbitrator, or arbitration board as the case may be, shall not have the power to change this agreement or to alter, modify, or amend any of its provisions.

12.05 Expenses of the Board or Single Arbitrator

Each party shall pay:

- a) the fees and expenses of the nominee it appoints; and
- b) one-half (½) of the fees and expenses of the chairperson or single arbitrator.

12.06 Amending of Time Limits

The time limits in the arbitration procedure may only be extended by mutual consent of the parties in writing.

ARTICLE 13 – SENIORITY

13.01 Seniority Defined

Seniority is measured by length of service. Seniority shall date from the time the employee entered the service of the police department. Temporary term employees shall be hired no more than one (1) month and can only be extended by mutual agreement.

13.02 Seniority List

The employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the union and posted on all bulletin boards in January of each year.

13.03 Probationary Employees

Newly hired employees (this shall apply to civilian, clerks, and special constables) shall be considered probationary employees until they have worked one (1) year from the date of hiring. Seniority shall date back to the date of hiring. A probationary employee shall be entitled to all benefits and rights of the collective agreement.

Officers shall be considered probationary employees until they have worked two (2) years from date of hire. Seniority shall date back to the date of hire. A probationary employee shall be entitled to all benefits and rights of the collective agreement.

13.04 Loss of Seniority

If an employee is absent from work because of workers' compensation, sickness, accident, layoff, or leave of absence approved by the employer, they shall not lose seniority rights. An employee shall only lose their seniority and their employment deemed terminated in the event:

- a) They are discharged for just cause and are not reinstated. Just cause may exist if the employee is guilty of serious misconduct, such as theft, violence, insubordination, or willful misconduct (list – not exclusive).
- b) They resign and are not reinstated in fifteen (15) working days;

- c) They are absent from work in excess of two (2) working days without notifying the employer, unless such notice was not reasonably possible;
- d) After a layoff, they fail to return to work within five (5) working days, in addition to Article 14.01 after being notified to do so, unless through sickness or other just cause, in which case the employer may require a doctor's certificate. It shall be the responsibility of the employee to keep the employer informed of their current address.
- e) They are laid off for a period of longer than twelve (12) months. Seniority shall continue to accrue during any period of absence or leave authorized by the employer.

13.05 Retention of Seniority Rights

Should the employer merge, amalgamate, or combine any of its operations or functions with another employer, the employer agrees to the retention of seniority rights for all employees with the new employer.

13.06 Transfers outside the Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without the employee's consent. Promotions to a position outside the bargaining unit shall have no probationary period. An employee or the employer may decide to revert the employee to their former position without loss of seniority. It is understood that after the one (1) year period, the employee will lose their seniority within the bargaining unit. The above applies only to permanent appointments. Acting appointments do not apply.

ARTICLE 14 – LAYOFF AND RECALL PROCEDURE

14.01 Layoff and Recall Procedure

Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a layoff, employees having the required qualifications, ability, and physical fitness shall be laid off in the reverse order to their seniority and shall be recalled in the order of their seniority. Upon receipt of notice of recall by registered mail, the recalled employee shall declare their intention to return to work within fifteen (15) calendar days of receipt of the notice of recall. The employer may fill a vacancy temporarily within an employee of lesser seniority.

14.02 Notice of Layoff

The employer shall notify the employee on the seniority list who is to be laid off thirty (30) calendar days before the layoff is to be effective. If the laid off employee has not had the opportunity to work thirty (30) full days after notice of layoff, they shall be paid in lieu of work for the part of thirty (30) days during which work was not made available.

14.03 Continuation of Benefits

The employer agrees to pay full coverage to the group insurance plans for employees laid off for the period of one (1) year.

14.04 Grievance on Layoffs

Grievances concerning layoffs due to a reduction in the working force shall be initiated at Step 3 of the grievance procedure.

14.05 Employee Recall

No new employees shall be hired until all laid off employees have been recalled back to work.

14.06 No Overtime

Where overtime is required to cover vacant shifts and is known twenty-four (24) hours in advance, no overtime shall be performed by existing employees before laid off employees have been offered such work.

ARTICLE 15 – PROMOTIONS, STAFF CHANGES, AND TRAINING

15.01 Job Postings

- a) When a vacancy occurs or a new position is created inside the bargaining unit, the employer shall post notice of the position in the employer's offices, locker rooms, shops, and on all bulletin boards along with electronic mail notice to all union members for a minimum of two (2) weeks in order that all members will know about the position and be able to make written application thereof. It will be the responsibility of the employee to keep the employer advised of their current email address.
- b) The employer shall make all members of the bargaining unit aware of all positions (internally and externally) to be filled to the bargaining unit.

15.02 Information on Postings

Such notice shall contain the following information:

- Nature of position qualifications;
- Required knowledge and education;
- Competencies to be outlined by Police Service Management;
- Skills;
- Wage or salary rate or range; and
- The qualifications shall not be established in an arbitrary or discriminatory manner.

It is understood that the development of position specific competency job profiles will be developed in partnership between the union and the employer.

15.03 Trial Period – upon Promotion

There shall be no trial period for an individual who is successful in acquiring a promotion.

15.04 Promotions Requiring Higher Qualifications

A job completion notice will be sent out for each position and what the requirements are.

15.05 Fitness for Duty

All permanent and probationary employees shall be medically fit for the duties to which they are assigned or appointed. A medical examination by duly qualified medical practitioners, acceptable to the employee, may be required by the Chief of Police for promotion within the ranks. If the member does not medically qualify, they shall not be eligible for promotion due to a medically defined illness not of a temporary nature.

15.06 Minimum Number of Members

There shall be a minimum of two (2) uniformed union members on duty each shift. In extenuating circumstance such as members on leave, members sick, and members away on training, the employer shall create a volunteer "designate officer" list made up for Corporals or Constables. The minimum of two members shall be retained by selecting from such designated list. The shift schedule change of set hours shall be mutually agreed upon as shift schedule needs to meet the peak crime hours. The schedule can be temporarily changed (three (3) weeks is temporary definition in this article) due to operational requirement of the Police Service.

- 7:00 a.m. to 17:00 p.m. Sunday to Thursday
- 16:00 p.m. to 2:00 a.m. Sunday to Thursday
- 17:00 p.m. to 3:00 a.m. Friday and Saturday

15.07 Term/Casual/Reservist Employees

- a) Seniority shall rule in the case of a need to backfill permanent members in the case of previous casual/term/reservist. Seniority for these employees shall be from the date of hire.
- b) Term employees: At the sole discretion of the Chief of Police, a temporary term employee may be hired to fill a vacancy as a result of an employee's secondment to another agency, extended illness, or leave of absence. Term employees shall not be hired with any intention to replace full-time staffing.
 - 1) Term employees shall be members of the union and will be entitled to all other benefits and rights of the collective agreement, except layoff.
- c) Casual employees: A casual employee may be engaged for intermittent periods of time for the replacement of regular employees who are absent due to block training, summer vacation, or other short-term reasons deemed acceptable to the union and the employer. This is not intended to be a replacement for calling in officers for overtime as per the conditions of this agreement. Such officers are required to meet all the conditions of employment as a police officer in Saskatchewan and the File Hills First Nations Police Force. These employees will be subject to the same pay provisions as term employees.

- d) **Reservists:** It is understood and agreed by the parties that to ensure adequate human resources to provide policing services to the various communities during unexpected or extraordinary events, the parties support the creation of a reservist program.

Reservists will be fully trained police officers who are members and who are available for short-term duties.

The employer shall be entitled to employ one or more reservist(s) (maximum three (3)) for a minimum of 20 hours per week to 40 hours per week, not more than six (6) month periods maximum, when extra policing services are required or unexpected scheduling issues arise that cannot be met or filled by available members.

Any reservist position longer than or equal to a cumulative total of six (6) months shall be declared vacant, and a posting will be required to fill such position.

Such circumstances would include covering for a sudden unavailability of a member.

It is not the intention of the reservist program to supplant work from members, and reservists will only be used when there are no available members to provide such services, or such extraordinary events, or scheduling issues arise.

Reservists will be members of the union and shall be governed by the terms of the collective agreement, except a reservist is not entitled to lieu time off and will be paid out according to the agreement.

All reservist hirings inclusive of wages, benefits, shifts, and term of contract shall follow the collective agreement or negotiated with the union.

15.08 Training

- a) **Posting of Courses**

The employer shall post all available police training courses which are offered each year. Courses shall be distributed fairly among qualified employees. A list shall be posted on the bulletin board and/or by email indicating the successful applicants.

- b) **Training Time**

- 1) For every day attending a recognized police course, one half hour (½ hour) of study and preparation will be recognized as time worked. There shall be no overtime paid while attending courses.
- 2) The employer will compensate additional preparation time to select courses that require additional preparation/homework with justification through the union/management committee.

- c) **Travel Time**

Travel time outside of scheduled working hours shall be compensated each way by way of time off commensurate within the following parameters:

- Course within 180 kilometres – two (2) hours
- Course in province of Saskatchewan over 180 kilometres – four (4) hours
- Course in province of Saskatchewan over 250 kilometres – five (5) hours
- Course in province of Saskatchewan over 400 kilometres – six (6) hours
- Travel by plane – eight (8) hours

The above times may be adjusted at the discretion of the Chief and not unreasonably withheld.

d) Training Days and Recertification

The employer is responsible to provide on-going job training, education, and professional development for its police officers in order to achieve the broad-based level of knowledge and skills required for modern police work. To this end, the parties agree that “training” will be a standing agenda item for discussion on the union/management committee meeting in order to discuss and make recommendations on training for employees.

e) Training Courses

Any employee scheduled for training of at least a week outside 250 kilometres area will not be scheduled to work the day before and after the training.

Where an employee is working the night shift, they will be relieved from duty at 12:01 a.m. on the day previous to the training.

Any employee scheduled for training outside 250 kilometres area and training of at least a week will receive two (2) days off before and after the training. The days off are to be taken immediately prior to and following the scheduled training days. Employees’ regular earnings will not be reduced.

ARTICLE 16 – HOURS OF WORK

16.01 Hours of Work

a) All members on duty shall follow the shift rotation as shown below, except in extenuating circumstance such as members on leave, members sick, members away on training, and the shift schedule change of set hours shall be mutually agreed upon as shift schedule needs to meet the peak crime hours. The schedule can be temporarily changed (three (3) weeks is temporary definition in this article) due to operational requirement of the Police Service.

- 7:00 a.m. to 17:00 p.m. Sunday to Thursday
- 16:00 p.m. to 2:00 a.m. Sunday to Thursday
- 17:00 p.m. to 3:00 a.m. Friday and Saturday

b) All members other than platoon duty shall follow the shift as shown below. All other classifications outside of union members shall follow shifts at the discretion of the Chief.

- 9:00 a.m. to 17:00 p.m. Monday to Friday
- c) For members, briefing shall take place during the beginning of their shift.
 - d) If there is a need for plainclothes, all plainclothes officers shall be scheduled to work a forty (40) hour week. The shift schedules shall be posted at least fourteen (14) days in advance but can be altered for operational requirements or by mutual agreement with the employee.
 - e) It is agreed that management has the right to move members of the ten (10) hour shifts to perform special assignments and other needs on a temporary basis. The temporary basis shall last no longer than one (1) month, unless the operational need of the service is required to last longer than the one (1) month period. When such a move takes place, the member must be let known ten (10) days in advance of such move, or the move will not happen without the mutually agreed to overtime amount negotiated.

16.02 Breaks

It is agreed employees shall be entitled to a one (1) hour meal break and two (2) twenty (20) minute breaks (one to be taken during the first half and the other during the second half of the shift) during each shift, provided, always, that the employee will respond to calls, and no overtime shall be payable as a result thereof.

16.03 Working Conditions

No employee shall be required to perform any job which is not part of their regular duties, unless under reasonable circumstances part of Police Service is to deliver cultural appropriate service delivery to First Nations communities' members.

16.04 The term "operational requirements" or "emergency operational needs" or "unusual or emergency circumstances" is defined as the work that needs to be done based on the available resources within the required time frames. It does not include changing shifts or hours of work for individuals because of shortfalls due to the rights of the collective agreement, providing "Police Services" includes coverage for public safety.

16.05 Posting Work Schedule

a) Master Schedules

The master schedule shall be posted no later than December 1 for the following year.

- 1) The employer(s) and the local of the union shall establish master work schedules for regularly scheduled employees.
- 2) The employer(s) may not amend a master schedule unless the employer(s):
 - a) gives notice of the proposed amendment to the local of the union a minimum of twenty-eight (28) calendar days in advance of the week in which the change is intended to take effect; and

- b) Notice is given to the union as soon as practicable.
- 3) Any amended master schedule shall comply with the provisions of this collective agreement and as per above.
- b) Posted and Confirmed Work Schedules
 - 1) Provisional work schedules shall be posted twenty-eight (28) calendar days in advance in a place accessible to the employees.
 - 2) Work schedule(s) shall be confirmed no less than fourteen (14) calendar days in advance.
- c) Agreed Deviation from a Posted and Confirmed Work Schedule
 - 1) Deviation from a posted and confirmed work schedule shall only be by mutual agreement between the employer and employee(s) affected. When there is mutual agreement, the changes shall not be subject to overtime rates unless required by another provision of this collective agreement or employment standards legislation. Please see 16.05 a).
- d) Employer Directed Change to a Posted and Confirmed Work Schedule
 - 1) When there is no mutual agreement to deviate from a posted and confirmed work schedule, the employer may direct an employee to work different than the shifts in a posted and confirmed work schedule, but only for reasons as set in 16.04.
 - 2) When the employer directs a shift change, the employee shall be paid one and one half (1 ½) times the rate of pay for the entire shift(s) so changed. The "rate of pay" includes any additional premium for the shift(s) under another provision of this collective agreement or employment standards legislation.

16.06 Mutual Trades

Employees exchanging shifts between themselves must be approved by the supervisor, and which results in deviation from the posted schedule shall not be subject to the overtime provisions or overtime rates of pay, unless such overtime rates of pay or overtime would have been paid irrespective of the change. Requests shall be in writing.

ARTICLE 17 – OVERTIME

17.01 Overtime Payment

Overtime worked in excess of the hours prescribed in 16.01 shall be paid for at the rate of one and one half (1 ½) time. Double (2) time is paid is when member is on RTO. If they are called out, and RTO is next day, then again at double time.

17.02 Court Time

- a) An employee required to appear as a witness at any court or coroner's inquest and at any time or place which is not in the employee's regular hours of work shall be paid four (4) hours of pay if you are regular time off (RTO). If you are called back from holidays and were scheduled to work but are absent on leave (AOL), then if within the first two (2) days of holidays, double time is paid but at rate of four (4) hours. It is incumbent on the employee to ensure that they are clear from court duties prior to submitting a leave pass. If they knowingly or mistakenly submit a leave pass knowing they are required for court, no overtime will be paid. They will be given their leave credits back that are affected.
- b) Every effort will be made to prevent the scheduling of required court appearances during a member's night shifts. When a member is subpoenaed for court and on night shift having to appear next day for court, they can work a modified shift, so that they can have a rest period prior to attending court. They shall be entitled to a four (4) hour call out for court at time and half (1 ½) if on shift or double if RTO. The member may choose to bank and take that as LTO.

17.03 Court/Police Business outside Regional Limits

- a) Any member covered by this working agreement designated by the Chief of Police to attend business related functions or assist other police services or subpoenaed to appear as a witness at any court or hearing outside the regional limits shall be given \$93.00 per day for meals calculated as follows: breakfast \$18.00, lunch \$25.00, dinner \$50.00 (no receipts required), plus actual cost of reasonable lodging (receipts required).
 - Regional limits shall be Little Black Bear to Carry the Kettle First Nations and Peepeekisis Cree Nation to Fort Qu'Appelle.
- b) Notwithstanding the above, where meals are provided on course, etc., the above meal allowance shall not be applicable. Members designated to take their personal car for transportation shall be paid at the current provincial mileage rate. This article shall also apply to any member designated by the employer to go outside the regional limits for any other reason. The employer agrees to pay legitimate expenses to any member within a two (2) week period.
- c) If an employee, on holidays, is called upon to testify during annual vacation, they must notify the Chief upon receipt of notice. For this purpose, if they must comply with this obligation, the employee is entitled to a minimum of eight (8) hours per day. However, if the summons/subpoena is cancelled within the seventy-two (72) hours preceding the time of the hearing, the employee is entitled to minimum payment of three (3) hours at rate applicable all hours worked, including travel time, and also reinstated the vacation time off that was used.

17.04 Call out

When an employee covered by this agreement is called for any time outside their regular working hours and reports for duty, they shall be paid a minimum three (3) hours at one and one half (1 ½) time. When a member is called out on an RTO, they shall be paid a minimum of three (3) hours at double (2) time.

17.05 On Call Hours

If an employee is requested to be on call, they shall be compensated at the minimum rate of every four (4) hours is equal to one (1) hour of pay. In the event less than four (4) hours, there shall be a minimum payout of one (1) hour.

17.06 Contact during Days off

In the event an employee is contacted by the employer or representative during any time off, they shall be compensated for one (1) hour double time for each event. The employer may contact an employee if the operational needs justify such a contact.

17.07 Sharing of Overtime

Reasonable effort will be made by the employer to divide overtime equally among the employees engaged in similar types of operations and who are qualified as determined by the Chief to perform the work that is available. The employer agrees to strongly adhere to this practice, which will be done by members who are interested in working overtime on their time off, and they shall put their name on a list. A call list shall be established for the time period in question.

17.08 Miscellaneous

When a member is away on course or police business, the employee shall be provided \$20.00 per day, except where such travel is within 25 kilometres, then the rate shall be \$10.00 per day for miscellaneous expenses provided by the employer, and reasonable time off, as mutually agreed, shall be provided to travel to a distant location.

17.09 Time off in Lieu of Overtime

- a) Employees may take time off in lieu of pay for all overtime worked. The time off shall be given at the overtime rate at a time mutually agreed between the Chief of Police and the employee concerned.
- b) All unused banked overtime or portion of overtime shall be paid on the next paycheque upon an employee's request.

17.10 Operational Call out from Vacation

When a member is called out to work while on vacation (other than Article 17.03), they will be entitled to a minimum of eight (8) hours at double (2) time for all hours worked and another day off (8 hours). The employee's schedule shall be adjusted in order that leave credits will be returned to them.

ARTICLE 18 – HOLIDAYS

18.01 Paid Holidays

The following shall be considered paid holidays:

New Year's Day	Third Monday in February
Good Friday	Easter Monday
Victoria Day	Canada Day
Saskatchewan Day	Labour Day
National Day for Truth and Reconciliation	Thanksgiving Day
Remembrance Day	Christmas Day
Boxing Day	

And any other day proclaimed by the federal and provincial government or the employer.

ARTICLE 19 – VACATION

19.01 Vacation Entitlement

- a) Employees, after passing their probationary period, shall be entitled to vacation at the rate of three (3) weeks' vacation per year, beginning at date of hire.
- b) After five (5) years' accumulated service, be entitled to four (4) weeks' vacation per year.
- c) After ten (10) years' accumulated service, be entitled to five (5) weeks' vacation per year.
- d) After twenty (20) years' accumulated service, be entitled to six (6) weeks' vacation per year.
- e) After twenty-five (25) or more accumulated years' service, be entitled to one additional vacation day for each subsequent year completed.
- f) Notwithstanding the above, the employer shall allow employees (those not on probation) to utilize vacation credits as they are earned. The employee must carry a positive vacation balance in order to be eligible.

19.02 Carryover Vacation

The vacation entitlement contained herein will be taken by all the employees annually, subject, however, it is the employee's discretion to carry over double their leave entitlement. i.e.: If entitled to 15 days, then can have maximum of thirty (30) days in leave credit and so forth.

An employee with credits shall be paid out for vacation days upon request.

19.03 Vacation Pay at End of Employment

a) Vacation Pay on Termination

An employee terminating employment at any time in their vacation year before completing their vacation shall be paid out on a pro rated formula.

b) Vacation Pay on Retirement

On retirement, an employee shall be entitled to the same vacation or vacation pay pro rated for the year of retirement.

c) Vacation Pay to Next of Kin

Upon death of member, the next of kin shall be paid out all outstanding entitlements. It shall be the employee's duty to provide this information.

19.04 Preference in Vacation

The employer(s) shall post notice that employees may submit annual vacation requests.

Annual vacation shall be regulated on a mutually agreed basis. In cases of disagreement, seniority shall govern in the department. When annual vacations are split, seniority shall govern in only one instance. Employees shall indicate their choice by March 15. After this date, vacation dates shall be governed on a first-come basis. Employees who do not request annual vacation before March 15 shall forfeit their right to use seniority.

Vacation schedules shall be posted and confirmed no later than April 1.

This shall not preclude employees from requesting vacation throughout the vacation year, providing they give three (3) weeks' notice and do not interfere with predetermined vacations based on seniority.

The employer(s) shall confirm, in writing, to the employee, the granting of their request within seven (7) calendar days. Should the employer(s) fail to respond to the request in writing, the request shall be deemed granted.

19.05 Illness or Bereavement during Vacation

Sick leave or bereavement leave shall be substituted for vacation where it can be established by the employee that an illness or accident occurred during their vacation, and such illness or accident to have been sufficiently serious that it would normally have necessitated the employee remaining away from work.

Bereavement leave of three (3) days shall be substituted for vacation.

19.06 Vacation Records

After the close of each calendar year and not later than April 30 of each year, and upon an employee request, the employer shall advise each employee in the union, in writing, of the amount of vacation leave accrued to their credit. Employees shall have thirty (30) days to raise validation concerns.

ARTICLE 20 – SICK LEAVE

20.01 Sick Leave Defined

Sick leave means the period of time when an employee is permitted to be absent from work with full pay by virtue of being sick or disabled or because of an accident for which compensation is not payable under *The Workers' Compensation Act*.

20.02 Influenza/Quarantine

Any time lost as a result of:

- immunization required by the medical health officer in accordance with the *Saskatchewan Immunization Manual* or the *Canadian Immunization Guide*; or
- quarantine as determined by the medical health officer; or
- being prohibited from working by the employer as a result of exposure to an infectious disease

shall not result in loss of pay or reduction of the employee's sick leave credits.

In the case of other than full-time employees, wages and benefits shall be based on the average number of paid hours in the last fifty-two (52) weeks preceding the date of such time lost or date of hire, whichever is greater.

The employer agrees to provide immunizations as required in accordance with the *Saskatchewan Immunization Manual* and the *Canadian Immunization Guide*.

20.03 Amount of Sick Leave

Sick leave shall be earned by the employee at the rate of one and one half (1 ½) days for every month of service and put in a bank.

20.04 Deduction from Sick Leave

A deduction shall be made from accumulated sick leave of all normal working days absent for sick leave defined above.

20.05 Proof of Illness

A medical certificate must be presented if requested by the employer for proof of illness, but only after three (3) consecutive days.

20.06 Sick Leave Records

After the close of each calendar year and not later than January 30 of each year, the employer shall advise each employee in the union, in writing, of the amount of sick leave accrued to their credit. Employees shall have thirty (30) days to raise validation concerns.

20.07 Sick Leave without Pay

Sick leave without pay shall be granted for a period of up to twelve (12) months to an employee who does not qualify for sick leave with pay or who is unable to return to work at the termination of the period for which sick leave is granted.

20.08 Unavailable for Work

When an employee is scheduled to work and is unavailable because of illness, they shall give reasonable notification to the Chief of Police or representative as soon as possible of their unavailability. The employee is expected to provide an estimated date of their return to work and is required to update the Chief or representative of any change in status.

20.09 Extension of Sick Time

An employee with more than one (1) year of service who has exhausted their sick leave credits shall be allowed an extension of sick leave to a maximum of one hundred and twenty (120) hours. Upon return to duty, the employee shall repay the extension of sick leave in full before they accumulate sick leave again. It is further understood that any employee utilizing the provisions of sick leave will be required to exhaust their accumulated sick leave, then substitute remaining vacation and accumulated time owed as sick leave.

20.10 Fitness for Duty

- a) All employees shall be medically fit for the duties to which they are assigned or appointed.
- b) An employee with a disability which impacts their ability to carry out the duties to which they are assigned or appointed is entitled to reasonable accommodation to the point of undue hardship. It is recognized that the employer, the union, and the affected employee each have distinct duties and responsibilities in the accommodation process.
- c) Each employee shall cooperate with the employer in providing such information as may reasonably be required by the employer for the purposes of Article 20.11. It is recognized by all parties that the employer is only entitled to request such information as is relevant for the purpose of Article 20.11 and Article 20.12.

20.11 Medical Certificate

A medical certificate from the employee's physician(s) may be required by the employer(s):

- a) Where the employee has been absent from work as per Article 20.05; or
- b) Where an employee has more than four (4) uncertified sick leaves in any twelve (12) month period, for any further absence from work during such twelve (12) month period.
- c) For the purpose of this article, the twelve (12) month period shall be from January 1 to December 31.

20.12 Cost of Obtaining Medical information

The employer is responsible for the costs of obtaining any information requested under this collective agreement.

20.13 Temporary Disability

When an employee has a temporary illness or injury which incapacitates them so that they are not able to perform their own occupation, the following benefits shall be afforded where applicable:

- a) Sick leave entitlement; or
- b) Workplace compensation.

Where the available medical information indicates that they are medically fit to do so, they may be assigned mutually agreed suitable employment within the police force at the same rate of pay and any other economic increases.

20.14 Permanent Disability

Where the available medical information indicates that an employee is unable to perform the duties of their own occupation, and the employer cannot accommodate them without undue hardship, the employee shall make application for disability benefits under the long-term disability plan.

20.15 Confidentiality of Medical Information

The employer agrees to store employee health information separate and apart from the employee's other personal records and undertakes to restrict access to such information to the management personnel involved in dealing with that employee's case. The employer agrees not to release any such information to any third party without the consent of the employee, except as may be required by law.

20.16 Pro-Rating Vacation

In the event that an employee has been absent from duty as a result of being on long-term disability and is able to return to duty, their vacation will be pro-rated for the year in which they are returning. This will be based on the remaining time left in the calendar year once the employee has returned to work.

20.17 Applying for Long-term Disability

a) An employee who is on sick leave as per Article 20.01 should apply for long-term disability if they expect that they will be off work for an extended period of time.

b) Accumulation during Disability

While off on a work-related injury, employees shall continue to accrue sick leave and vacation at the same rate as if they are working.

c) Payment of Pension Contributions while on Long-term Disability:

When an employee applies for and is accepted for long-term disability, it is recognized that for the first six (6) months of being on long-term disability, the employer and employee will make their normal contributions into the pension plan. For the next eighteen (18) months following this initial six (6) month period, the employer agrees to pay both the employer and employee share of the member's pension contributions.

ARTICLE 21 – LEAVE OF ABSENCE

21.01 Negotiations

Representatives of the union shall suffer no loss of pay, benefits, or seniority for time involved in negotiations or with respect to a grievance, and they shall have the privilege of attending to this function during scheduled working hours.

21.02 Union Leave

Leave of absence without loss of pay shall be granted, upon request to the Chief of Police, to employees elected or appointed to represent the union at union convention or other meetings called by organizations in which the bargaining unit is affiliated to a maximum of five (5) days a year. If additional time is required, the Chief of Police shall grant additional leave, if operationally feasible to do so, to a maximum of ten (10) additional days.

21.03 Bereavement Leave

Upon request, on the death of a family member, as herein defined, an employee shall be granted bereavement leave with pay from scheduled work occurring between the date of death and two (2) days after the funeral as follows:

a) Seven (7) regularly scheduled consecutive working days in the event of the death of an employee's spouse (including same sex), common-law spouse, parent, mother-in-law, father-in-law, grandchild, brother, sister, child, stepchild, fiancé, former guardian, or someone with whom they have had an equivalent relationship;

- b) Seven (7) regularly scheduled consecutive working days in the event of the death of grandparents, great grandparents, spouse's grandparents, sister-in-law, brother-in-law, son-in-law, daughter-in-law, niece, nephew, or any other relative for whom an employee is required to administer bereavement responsibilities.
- c) Where an employee is required to travel over three hundred (300) kilometres or more one way to attend the funeral, the employee shall receive a maximum of one (1) additional days leave without loss of pay and benefits based on their scheduled shifts. Such leave shall be continuous with the leave as defined in the preamble above and can not interfere with operational duties.
- d) Where there is a memorial service instead of a funeral, the period of absence from the workplace for the purposes of bereavement leave shall be the same.
- e) Where there has been a funeral, an employee may access two (2) days of bereavement leave for the purpose of attending a memorial service or an interment so long as the total period of absence does not exceed the maximum as per a) through d) above and the memorial service or interment occurs within one (1) year from the date of death.

21.04 Special Leave

- a) A request may be made in writing to the Chief of Police, or their representative, and special leave for two (2) days may be granted.
- b) Where the employee has been asked to be involved in any ceremonial duties, the employee shall be granted leave with pay for one day (only for File Hill communities).

21.05 Family Leave

- a) Employees shall be granted seven (7) days' leave of absence without loss of pay in the event of being left homeless through fire, flood, or any act of God.
- b) In case of an emergency where no one other than the employee can provide for the needs during illness of an immediate member of their family, an employee shall be entitled, after notifying the employer, to use a maximum of seven (7) accumulated sick leave days per calendar year. As soon as other arrangements can be made, a person other than the employee must provide for these needs. At the discretion of the Chief, an employee affidavit may be required.
- c) For subsequent leave as outlined in addition to Article 21.05 b), the employee will be required to use vacation or accumulated overtime to compensate for the time off required. If their entitlement in the same calendar year has been depleted, the employee will be entitled to draw upon their entitlement for the following year.

21.06 Compassionate Care Family Leave

- a) Upon request, employees shall be granted paid leave for four (4) days. This granted leave shall be only provided once per year.

- b) An employee can take a further leave up to eight (8) weeks without pay to care for a family member who is seriously ill. The employee is not required to take the benefit weeks consecutively.
- c) During the leave, the employee shall continue to accumulate all benefits and seniority. The employer will make contributions for the period of the leave to the pension or benefits plan.
- d) An employee can receive compassionate care benefits to care for the following family members:
 - your child or the child of your spouse or common-law partner;
 - your wife/husband or common-law partner;
 - your father/mother;
 - your father's wife/mother's husband;
 - the common-law partner of your father/mother; and
 - includes adoptive child/children and/or a child/children in legal care.

Common-law partner means a person who has been living in a conjugal relationship with that person for at least a year.

21.07 General Leave

The Chief of Police shall grant leave of absence with or without pay and without loss of seniority to an employee requesting such leave for good and sufficient cause. Such leave will be given as long as the operational needs are covered.

21.08 Educational Leave

The Chief of Police may grant leave of absence with pay and without loss of seniority to any employee selected by the Chief of Police for technical advancement in the employee's work area.

Recognizing the importance of continuing education, the Chief of Police may grant leave of absence with pay to any employee who is enrolled in an educational course which may benefit the member in their profession.

21.09 Maternity/Adoption/Parental (M/A/P) Leave

- a) The employer shall follow all *The Saskatchewan Employment Act* of 2013, for M/A/P leave along with the following:
- b) A pregnant employee wishing to take maternity leave must:
 - 1) Advise their employer four (4) months prior to the probable delivery date or as soon as their pregnancy is confirmed, whichever is earlier;
 - 2) Provide their employer with a medical doctor's certificate confirming pregnancy and the probable delivery date. If the pregnant employee is unable to work due to sickness prior to the delivery date, it is understood that they will be entitled to invoke the sick leave privileges as defined in Article 20.01;

- 3) In the absence of an emergency, give their employer two (2) weeks' notice prior to commencing their maternity leave.

The employer shall grant the employee M/A/P leave for the first twenty-four (24) weeks after the delivery date and provide wages, which combined with employment insurance will total 100% of their normal salary. In addition, the employee shall be entitled to M/A/P leave as defined by legislation.

The employer may request medical certification whenever the employer has a concern about the employee's ability to safely continue working.

- c) Seniority Status during Maternity/Adoption/Parental Leave

While on maternity/adoption/parental leave, the employee shall retain their full employment status and rights and shall accumulate all benefits under this collective agreement.

- d) Employer Payment of Employee Benefits during Leave

During the period of leave, the employer shall continue to pay the hospital, medical, dental and group life, pension, and other benefits of this agreement.

- e) Procedure upon Return from Leave

When an employee returns to work after leave, they shall provide the employer with at least two (2) weeks' notice. On return from leave, the employee shall be placed at least in their former position.

ARTICLE 22 – PAYMENT OF WAGES

22.01 Pay Days

- a) The employer shall pay salaries and wages biweekly at noon on Thursday. On each pay day, every employee shall be provided with an itemized statement of their wages and deductions. If a regular pay falls on a holiday, pay shall be received earlier. Pay periods shall terminate on every second Thursday.
- b) If requested, the employer shall deposit the employee's cheque in a bank of the employee's choice.

22.02 Acting Step up Pay

An employee required to fill temporarily a position for a period of one shift or more, for which a higher rate of wages than that for such employee's regular work is paid, shall receive the higher rate while so employed, and employees required to fill temporarily a position, for which a lower rate than that paid for such employee's work has been established, shall not suffer any reduction in pay by reason thereof.

22.03 Night premium

The employee benefits from a two dollar and fifty cents (\$2.50) per night premium for each hour between 5:00 p.m. and 7:00 a.m.

22.04 Legal Fees

The employer shall pay all legal and court costs as well as judgment costs or any other costs, if any, by virtue of the lawful performance of their employment duties, except in the case of gross misconduct or gross misjudgment. In the case an investigation is needed for misconduct or gross misjudgement – legal fees shall be paid during the investigation until a determination is made. In mitigating circumstances, the Chief of Police may approve costs of legal consultation before a formal legal action has been commenced.

22.05 Changes in Classification

- a) All classifications are contained within 32.02. Each employee receives the salary according to their classification provided for in Article 32.02 of this collective agreement.
- b) The rate of pay for any position not covered by 32.02, which may be established during the life of this agreement, shall be subject to negotiations between the employer and the union. If the parties are unable to agree as to the rate of pay of the job in question, such dispute shall be submitted to binding arbitration. The new rate shall become retroactive to the time the position was first filled by an employee.

ARTICLE 23 – WORKERS’ COMPENSATION

23.01 Workers’ Compensation

- a) Notification

When an employee is injured on duty or during work time, the injury must be reported to the employer as soon as possible after the injury, and, in any event, not later than thirty (30) working days in which the injury was sustained.

- b) Remuneration

- 1) An employee who is incapacitated and unable to work as a result of an accident sustained while on duty or during work time in the services of the employer(s) within the meaning of *The Workers’ Compensation Act* shall receive payments from the employer equalling 100% of pre-accident net earnings at the prevailing rates. The above rates shall be adjusted automatically should they increase at some time during the collective agreement. The employer shall maintain normal benefit payments.
- 2) Should the employee’s claim be disallowed, then the employer will compensate the employee to the amount normally paid under the sick leave, and any monies paid by the employer shall be either charged against accumulated sick leave, or if no sick leave in bank, then shall take from future sick leave credits.

- 3) Any workers' compensation monies an employee is entitled to in lieu of weekly pay shall be paid by workers' compensation to the employer. This article shall not apply to a person no longer actively employed and who has retired due to a disability.
- 4) The employer shall send a letter to the injured member outlining the financial administration of all benefit payments.

ARTICLE 24 – UPON DEATH ON JOB

24.01 The employer shall pay the cost of all funeral expenses upon death of a member due to fulfilling any aspect of their job.

ARTICLE 25 – CLOTHING ISSUE

25.01 Clothing

All employees covered by this agreement shall, on permanent employment, be issued suitable (new next-to-skin) uniforms and clothing as listed below. All items to be replaced as needed.

- Running shoes shall be paid for only at start of member commencing training at police college for basic training
- Duty belts and all equipment holders
- Uniform pants – choice of cargo or regular style pant
- Three (3) season jacket
- Shirts – short sleeve and long sleeve (shoulder flashes sewn on)
- Ties
- Reversible raincoat
- Gloves – winter and search
- Summer cap
- Fur hat and toque
- Soft body armour
- Basic tunic

An allowance will be available for the purchase of winter style boots and for summer style boots or shoes upon receipt.

Footwear once issued will not be replaced for a period of one (1) year from the time of issue, unless the footwear becomes unwearable due to cuts, holes, manufacturers defect, etc.

25.02 Clothing Destroyed in Line of Duty

Any of the above-mentioned clothing damaged or destroyed in the line of duty shall be replaced/ordered as soon as is reasonably possible. All equipment and clothing which deteriorates before the time through normal use will be replaced by the employer as soon as is reasonably possible. An employee leaving the force shall return all equipment and uniforms issued to them. Issued clothing shall only be worn while on duty or arriving or returning home, unless otherwise approved by the Chief of Police.

25.03 Personal Items

Upon receipt, the employer shall reimburse members lost, damages to prescription sunglasses.

25.04 Identification Wallet and Badge

All members upon permanency shall receive an identification wallet and badge. Replacement is to be determined by Chief.

25.05 Return of Identification Wallet and Badge

Upon mutual agreement, any member leaving the force shall return all identification wallets and badges issued to them.

25.06 Maintenance of Clothing

It is mutually agreed that dry cleaning of (non-wash and wear) police uniforms, plus any alternations required, shall be paid by the employer for all employees covered by this agreement. The employer agrees to pay all expenses incurred in the maintenance of uniforms and equipment.

ARTICLE 26 – OCCUPATIONAL HEALTH and SAFETY

26.01 Occupational Health and Safety

- a) The local of the union and the employer(s), as a matter of principle, recognize that occupational health and safety is a shared concern. They will cooperate on promoting and improving rules and practices which will enhance the physiological, psychological, and social well-being with respect to working conditions for all employees in accordance with *The Saskatchewan Employment Act* and the applicable regulations, and it is further agreed that *The Saskatchewan Employment Act* and the applicable regulations form part of this collective agreement. There shall be no discrimination, no penalty, no intimidation, and no coercion when employees comply with this article.
- b) CUPE members participating on Joint Occupational Health and Safety Committees and performing their duties, as required by the committee, as outlined in *The Saskatchewan Employment Act* and the applicable regulations, shall suffer no loss of pay or benefits.

- c) The legal Joint Occupational Health and Safety Committee(s) shall be the equal amount of employer/employee representatives.

26.02 Time off for Health and Safety Training

Where an employee attends a training program, seminar, or course of instruction on health and safety matters conducted or provided by the occupational health and safety division, or jointly between the employer and CUPE, such attendance will be considered time worked, and the employee shall suffer no loss of pay or benefits.

26.03 Referral of Health and Safety Concerns

An employee or group of employees who have a health and safety concern should endeavour to resolve the concern by referring the concern to the Chief or the OH&S Committee co-chairs, who will investigate and take remedial action. Failing resolution of the health and safety concern, the employee(s) may take their concern to the local of the union.

26.04 Transportation of Accident Victims

Employees who require immediate care as a result of a workplace accident or workplace illness shall be transferred to and from the nearest practitioner or emergency service at the expense of the employer(s).

26.05 Working Alone or Isolated Place of Employment

Working alone means to work at a work site as the only worker of the employer(s) at that work site, in circumstances where assistance is not readily available in the event of injury, ill health, or emergency.

The employer(s) shall take all reasonably practicable steps to eliminate or reduce risks arising from the conditions and circumstances of working alone. The steps:

- a) Must include the establishment of an effective communication system that consists of:
 - 1) radio communication;
 - 2) phone or cellular communication; or
 - 3) any other means that provides effective communication in view of the risks involved.

- b) Shall include any of the following:
 - 1) regular contact by the employer with the employee;
 - 2) limitations on, or prohibitions of, specified activities;
 - 3) establishment of minimum training or experience or other standards of competency;
 - 4) provision of personal protective equipment;
 - 5) establishment of safe work practices or procedures; or
 - 6) provision of emergency supplies for use in travelling under conditions of extreme cold or other inclement weather conditions.

26.06 Narcan/First Aid Kits

The employer(s) shall provide and maintain a first aid and Narcan kit for every work site and vehicle. The employer shall provide the necessary training for these kits.

26.07 Video Display Terminals

- a) Where work demands constant and uninterrupted concentration on the screen by the operator, the employer will allow the operator five (5) minutes of non-visual display unit work after one (1) hour of operation and fifteen (15) minutes of non-visual display unit work after every two (2) hours of operation. The non-visual display unit work may coincide with regular breaks.
- b) The employer agrees to provide appropriate protective equipment and/or apparel for an employee during their pregnancy. Alternately, the employee may request and will be granted a temporary reassignment of duties for the duration of their pregnancy.

26.08 Managing Shift Work

The employer, with the Occupational Health and Safety Committee, must:

- a) assess the risks to the worker's health and safety posed by the work;
- b) inform the worker about the nature and extent of the risk and how to eliminate or reduce them.

ARTICLE 27 – Accommodation of Employees

27.01 General

Accommodation of employees within the workplace is a shared responsibility between the employer, the union, and the employee.

The employer agrees to make every reasonable effort, short of undue hardship, to provide suitable modified or alternate employment to employees who are temporarily or permanently unable to return to their regular duties as a consequence of an occupational or non-occupational disability.

In consideration of accommodating an employee the following shall apply in the order listed below:

- a) Determine if the employee can perform their existing job as it is;
- b) If the employee cannot, then determine if the employee can perform their existing job in a modified form;
- c) If the employee cannot, then determine if they can perform another job in its existing form;

- d) If the employee cannot, then determine if they can perform another job in a modified form;
- e) If there are no positions within the bargaining unit that are available, consideration shall be given by the parties to pursue jobs outside of the bargaining unit.

Note: All options shall be considered when accommodating employees.

27.02 The employer will attempt to provide alternate employment within File Hills for an employee who is unable, through illness or injury, to perform their normal duties to the point of undue hardship.

27.03 In the circumstance of workers' compensation, sick leave, short-term disability, long-term disability, all benefits listed in this collective agreement shall continue as if the employee is working. This includes seniority, vacation, sick leave, Article 31, etc.

ARTICLE 28 – GENERAL CONDITIONS

28.01 No Strike or Lockout

The union agrees that there shall be no strike, slowdowns, or interruption of work, and the employer agrees that there shall be no lockout of members of the union during the term of this agreement.

28.02 Changes in Agreement

Any changes deemed necessary in this agreement may be made by mutual agreement any time during the existence of this agreement.

28.03 Long Service Pay

The long service pay shall be paid once a year on the paycheque before December 15.

From one (1) to five (5) years of service – members shall receive \$200.00.

After five (5) years of service – members shall receive \$500.00.

28.04 Retention Credit Bonus

The retention credit shall be paid once a year on the paycheque before December 15, at the discretion of the Chief, but shall not be unreasonably withheld.

Regular members shall receive \$500.00.

Reservists shall receive \$250.00.

ARTICLE 29 – COPIES OF AGREEMENT

29.01 The union and the employer desire every employee to be familiar with the provisions of this agreement and their rights and duties under it. For this reason, the employer shall print sufficient copies of the agreement with no cost to the union or its members.

ARTICLE 30 – EMPLOYEE BENEFITS

30.01 Benefits

The employer agrees to make available the Files Hills First Nations Police Service Plan number 155 as produced March 2017 to all eligible employees.

Premiums shall be paid by the employer.

30.02 Pension Plan

The employer agrees to make available a mutually agreed to pension plan for all eligible employees. Pension premiums shall be paid by the employee/employer at rates equalling:

- 50% employee/50% employer until December 1, 2023
- 55% employer/45% employee beginning December 1, 2023 until March 31, 2024
- 60% employer/40% employee beginning April 1, 2024 until March 31 2025
- 65% employer/35% employee beginning April 1, 2025 until March 31, 2026
- 70% employer/30% employee beginning April 1, 2026 until March 31, 2027

30.03 Further to the above, the parties agree to raise and discuss any issues and mutually agree about benefits and to review all options in managing the costs of the plan at the union/management committee.

- a) Any member may be covered by individual coverage or family coverage. There shall be no duplication of coverage.
- b) The employer agrees to pay 100% of the cost of the long-term disability insurance plan.
- c) It is agreed that retired members of CUPE will have the right to belong to the extended health care benefits portion of the force's health plan at their own expense at no cost to the union or the employer.
- d) When an employee is on long-term disability, benefits will continue. It is further understood that an employee receiving benefits under long-term disability will not be entitled to accumulate sick leave credits, long service pay, and/or vacation day entitlement.

30.04 Fit for Duty

The employer shall provide up to \$500.00 per year (receipts needed) for members who take a membership with a fitness institution until the new Police Station with a training facility is realized.

ARTICLE 31 – DURATION

31.01 Term of the Agreement

The duration of this agreement shall be effective from April 1, 2022, and shall remain in force up to and including March 31, 2027 and from year to year thereafter, unless written notice is given pursuant to Article 31.02 – Written Notice.

31.02 Written Notice

Either party may, not less than sixty (60) calendar days nor more than one hundred twenty (120) calendar days prior to the expiry date of this agreement, give written notice to the other party of its desire to negotiate a revision thereof.

31.03 Agreement to Continue

Where notice has been given pursuant to Article 31.02 – Written Notice, all provisions of this agreement, except its term, shall continue in force until a new collective agreement has been negotiated.

31.04 Agreement Binding

This agreement shall be binding, not only upon the parties to the agreement, but also upon their successors or assigns.

ARTICLE 32 – CLASSIFICATION AND WAGES

32.01 a) Wages

Shall be increased:

April 1, 2023: 2%

April 1, 2024: 2%

April 1, 2025: 2%

April 1, 2026: 4%

b) Negotiation of Wages

Notwithstanding the provisions of Article 30 or 31, Article 32.02 may be opened by either party for the increased negotiations of the schedule of wages as contained in the event any funding agency grants a larger increase than 2% each year and 4% in the last year for wages, increases in benefits, or pension to the employer. It is understood and agreed that in such event, all other provisions of the agreement shall remain in full force and effect.

Additional funds shall change the grid on Article 32.02, but percentage increases agreed upon in 32.01 a) for years other than the year of additional funding shall remain the same.

Funding for wage/benefits/pension increases include that the employer must make applications annually for parity with the RCMP and applications for increases with all boards and provincial and federal applications.

All funding increases and documents from the providers to the File Hills Police Service or Board shall be copied to the union.

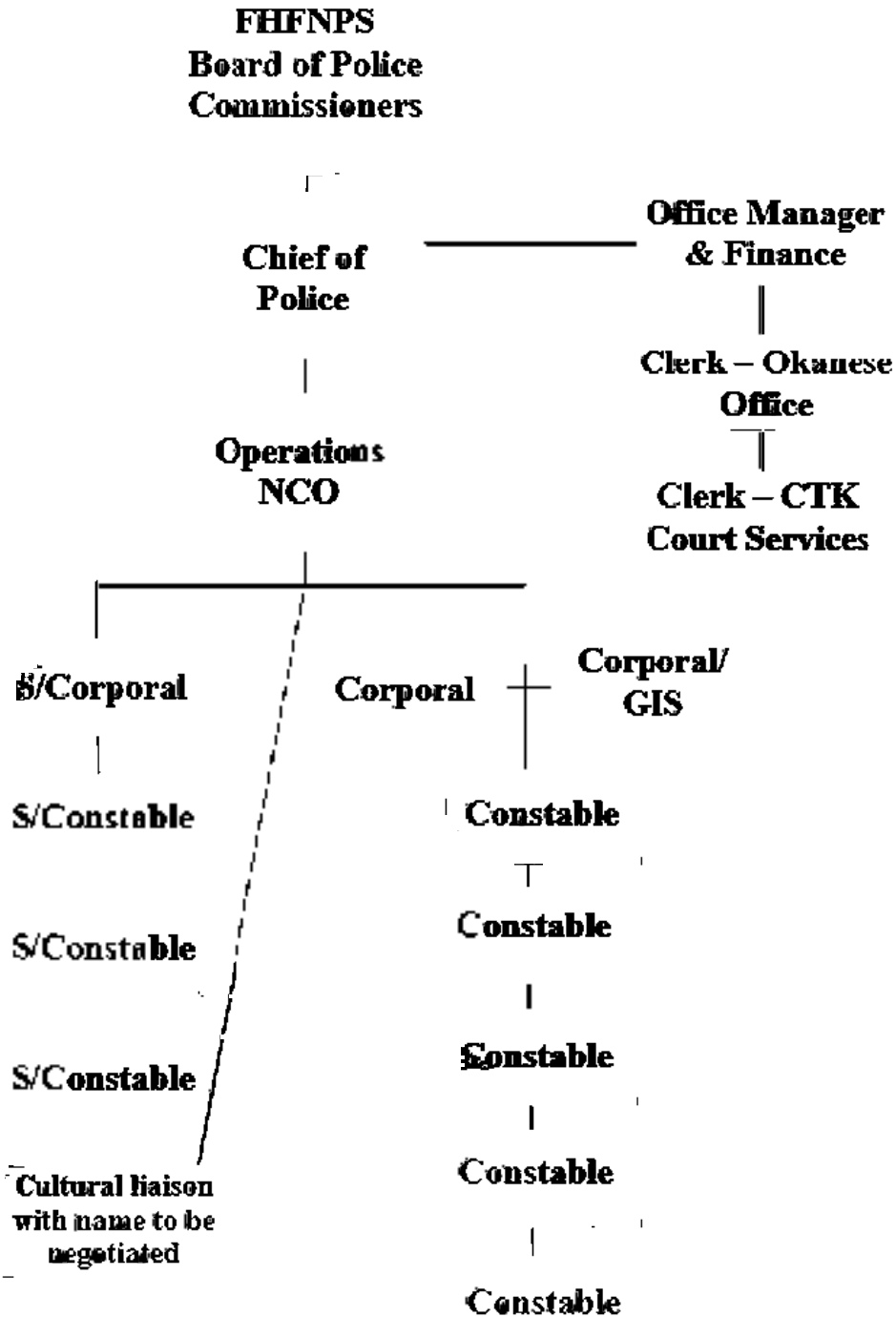
32.02 Current Classifications/Wage Grid

File Hills First Nations Police Service					
	April 1, 2022	April 1, 2023	April 1, 2024	April 1, 2025	April 1, 2026
		2%	2%	2%	4%
1 st Class Corporal x 2	\$104,928.77	\$107,027.35	\$109,167.89	\$111,351.25	\$115,805.30
Corporal	\$103,068.89	\$105,130.27	\$107,232.87	\$109,377.53	\$113,752.63
Constable 1 st Class x 7	\$96,534.13	\$98,464.81	\$100,434.11	\$102,442.79	\$106,540.50
Constable 2 nd Class x 1	\$86,621.49	\$88,353.92	\$90,121.00	\$91,923.42	\$95,600.36
Constable 3 rd Class x 1	\$77,958.28	\$79,517.45	\$81,107.79	\$82,729.95	\$86,039.15
Constable – after FT but before 3 rd Class	\$71,257.04	\$72,682.18	\$74,135.82	\$75,618.54	\$78,643.28
Constable Graduating College	\$64,555.80	\$65,846.92	\$67,163.85	\$68,507.13	\$71,247.42
Constable Starting College	\$57,854.56	\$59,011.65	\$60,191.88	\$61,395.72	\$63,851.55
Data Clerk x 1	\$58,923.73	\$60,102.20	\$61,304.25	\$62,530.33	\$65,031.54
Data Clerk/ Reception x 1	\$58,923.73	\$60,102.20	\$61,304.25	\$62,530.33	\$65,031.54
Office Manager/ Finance x 1	\$72,205.47	\$73,649.58	\$75,122.57	\$76,625.02	\$79,690.02
S/C Supervisor x 1	\$73,778.64	\$75,254.21	\$76,759.30	\$78,294.48	\$81,426.26
Special Constable x 4	\$47,678.98	\$48,632.56	\$49,605.21	\$50,597.32	\$52,621.21

Upon the hiring of a Cultural Liaison Officer, the parties shall negotiate the name and wage.

A constable who graduates from the Police Academy is obligated for two (2) years of service in the File Hills Police. Anything shorter than the two (2) years will be pro-rated and paid back to File Hills in the event that File Hills paid for the training required.

2022 FHFNPS Organizational Chart

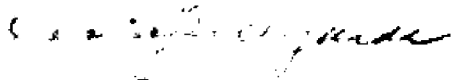


IN WITNESS WHEREOF the employer has caused these present to be executed by its duly authorized officers, and Local Union No. 5504 of the Canadian Union of Public Employees has caused these presents to be executed by its duly authorized officers.

SIGNED this 21 day of December, A.D., 2023.

On behalf of File Hills First Nations
Police Service

On behalf of Canadian Union of Public
Employees, Local 5504



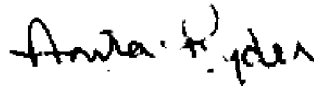
Krest Adams



Brian Limay



CHARLES ANTHONY



Anura Hydor

