

**COLLECTIVE
AGREEMENT**

BETWEEN

The City of Moose Jaw
Board of Police Commissioners

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL #9-02**

CUPE / *Canadian Union
of Public Employees*

JANUARY 1, 2021 TO DECEMBER 31, 2023

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THIS AGREEMENT MADE IN DUPLICATE THIS 10th DAY OF July, 2024.

BETWEEN:

THE BOARD OF POLICE COMMISSIONERS OF
THE CITY OF MOOSE JAW

(hereinafter called the "Board")

OF THE FIRST PART

- and -

LOCAL NUMBER 9 CUPE
OF MOOSE JAW, SASKATCHEWAN
CHARTERED BY THE CANADIAN UNION OF
PUBLIC EMPLOYEES

(hereinafter called the "Union")

OF THE SECOND PART

The Parties hereto desire a Collective Agreement outlining, as far as practicable, the rights, powers, and duties of the Union, Employees, Board, and Chief of Police of the Moose Jaw Police Service in their employment relationship.

ARTICLE 1 - DURATION OF AGREEMENT

- (1) This Agreement shall be effective from January 1, 2021 and shall remain in force until and including December 31, 2023. Thereafter, the parties will adhere fully to the terms of the Agreement, and it shall continue in force and effect from year to year, subject to the provisions of subsection (2) until a new Agreement is struck.
- (2) Either party may, not less than sixty (60) days nor more than one hundred and twenty (120) days prior to the expiry date of this Agreement, including the expiry date of any extension hereof, give notice in writing to the other Party to terminate the same, or to negotiate revisions. Subject to the provisions of *The Saskatchewan Employment Act*, and any amendments thereto, the Parties shall bargain collectively to renew or revise this Agreement or negotiate a new Agreement.

ARTICLE 2 - SCOPE

- (1) For the purpose of this Agreement, the expression "Board Employees" or "Employees", shall apply to all **clerical staff, administrative support staff, communication centre coordinator, and building maintenance staff** of the Board of Police Commissioners, of

the City of Moose Jaw, except the Chief of Police, Deputy Chief of Police, Superintendent(s), Inspector(s), **special constables, victim services coordinator, Executive Secretary, Finance Administrator, and all employees who are members of the Moose Jaw Police Association and contracted Commissionaire services.**

The bargaining unit as outlined above may only be amended by mutual agreement or by order of the Saskatchewan Labour Relations Board.

ARTICLE 3 – DEFINITIONS

For the purpose of this collective agreement, the following terms have the meanings as assigned below:

- (1) Union is the Canadian Union of Public Employees, Local 9, as certified by the Saskatchewan Labour Relations Board.
- (2) A permanent employee is any employee who has applied for and is appointed to a permanent position and who has passed a probation period.
- (3) A part-time employee is a permanent employee who is required on an ongoing, scheduled less than full-time basis and is eligible for additional hours of work up to and including full-time hours.
- (4) A term position is full-time or less than full-time position which provides scheduled hours of work for a specific period of time, **for no longer than twelve (12) months, or in the case of maternity leave, eighteen (18) months. With mutual agreement between the employer and the union, the length of the temporary position may be extended (i.e. maternity leave, general leave of absence).**
- (5) Board means the Board of Police Commissioners of the City of Moose Jaw.
- (6) Terminal illness is an active disease process causing irreparable and progressive damage to the host body and from which there is no reasonable possibility of recovery as determined by the City's insurance carrier. Treatment of a terminal illness is confined only to palliation of symptoms and alleviation of pain. Death from a terminal illness is imminent unlike a chronic illness which causes long term usually controllable symptoms or an acute illness from which there is hope of recovery.
- (7) Insurance carrier is the insurance company with whom the City has contracted to provide group life insurance benefits.
- (8) The Chief of Police means the Chief of Police appointed by the Moose Jaw Board of Police Commissioners pursuant to *The Police Act, 1990* or **their designate.**
- (9) Supervisor shall mean any employee charged with the direct responsibility of supervising

or directing the assignment or activities of an employee.

- (10) "Calendar Year" means a period of twelve (12) consecutive months.
- (11) Emergency means any sudden or unusual occurrence or condition that could not, by the exercise of reasonable judgement, have been foreseen by the employer.
- (12) "EDO" is an earned day off.
- (13) "EDO work week" means the hours of work required in each week of a two (2) week period to provide for an earned day off during each two (2) week period and are outlined in Section 13 Hours of Duty.
- (14) **Employer means the Moose Jaw Board of Police Commissioners, as per Section 31 (2)(a) of *The Police Act, 1990*.**

ARTICLE 4 - UNION AS SOLE BARGAINING AGENCY

The Board shall recognize the Union as the sole bargaining agency and representative of all Board employees, as per the applicable certification order, so long as a majority of the employees are members in good standing of the Union.

ARTICLE 5 - NO OTHER AGREEMENTS

No employee shall be required or permitted to make a written or verbal agreement with the Employer or **their** representatives, which may conflict with the terms of this Collective Agreement or Letters of Understanding.

ARTICLE 6 – DUES RECEIPTS

The Employer agreed to report union dues, paid by employees, on the T-4 forms it annually issues. The Union agrees to provide a letter indicating that the Union will not be issuing receipts for such dues.

ARTICLE 7 - NO DISCRIMINATION

The Board agrees that **subject to bona fide occupational requirements** there shall be no discrimination, with respect to any employee in **employment matters and** working conditions, **by reason of** age, race or perceived race, ancestry, nationality, political or religious affiliation, sex or marital status, sexual orientation, gender identity, place of residence, place of origin, family status, disability, nor by reason of **their** membership or activity in the Union.

ARTICLE 8 - UNION SECURITY

Every employee who is now or hereafter becomes a member of the Union shall maintain membership in the Union as a condition of employment, and every new employee shall, within thirty (30) days after the commencement of employment, apply for and maintain membership in the Union as a condition of employment. Any employee in this bargaining unit who is not required to apply for and maintain membership in the Union shall, as a condition of employment, tender to the Union the periodic dues uniformly required to be paid by the members of the Union.

ARTICLE 9 - EMPLOYEES FAILING TO BECOME MEMBERS OF THE UNION

It shall be the responsibility of the Union to notify the **Chief of Police** of any employees who have not become members of the Union in accordance with the terms of this Agreement.

ARTICLE 10 - CHECK OFF

The Board agrees to deduct authorized Union dues from the pay of any employee who is a member of the Union. The amounts deducted by the Board shall be paid to the National Union as soon as conveniently possible following the end of the calendar month in which they were deducted. Such payment shall be accompanied by a list showing all employees and deductions, a copy of which shall be sent to the Local 9 Secretary-Treasurer. The amount of union dues deducted will be included on the T-4 slips at the end of each year.

ARTICLE 11 - UNION BUSINESS

- (1) The **Chief of Police** shall be informed by the Union and recognize for the purposes of negotiations, the current appointments of Union Officers, Shop Stewards and Union Representatives.
- (2) Union officials, members of the grievance committee and other employees shall report to their supervisor and request permission to leave their work for the purpose of attending management-employee relations meetings. They shall indicate the expected duration of the meeting and destination and report to their respective supervisors upon their return.
- (3) Union officers and shop stewards shall suffer no loss in pay when attending grievance meetings or meetings covered by Section 22(4)(d) "Posting of Positions" held during working hours. Not more than one (1) employee shall be paid by the Board for attending any grievance meeting or meetings covered by Section 22(4)(d) "Posting of Positions" on behalf of the Union.
- (4) Where permission has been granted to representatives of the Union to leave their employment for the purpose of attending any meeting called by the **Chief of Police**, they

shall suffer no loss of pay for the time spent.

- (5) The Board agrees to install notice boards for the sole use of the Union in suitable locations easily accessible to the members for the purpose of posting notices of interest to the Union.
- (6) One (1) Union representative will be permitted time off with pay, if on duty, to attend one (1) general meeting for sixty (60) minutes once per month. The Chief, at the request of the Union, may extend the length of time off with pay.
- (7) When a Union representative(s), appointed to represent the Union outside of Moose Jaw (or within Moose Jaw in case of conventions), one (1) representative shall be granted leave of absence for that purpose, without pay, on application to the Chief. No more than two (2) representatives can be on this leave at the same time.
- (8) The Board agrees that those Union representatives who are appointed to the Negotiating Committee by the Union shall suffer no loss of pay when the negotiations take place during their working hours. No more than two (2) representatives can be on this leave at the same time.

ARTICLE 12 - ANNUAL VACATIONS WITH PAY

- (1) All employees shall receive vacation based on the following schedule, which for the purpose of calculating vacation, gives these employees an anniversary date of January 1ST.
 - (a) During the first year of continuous service and each year thereafter, one hundred and twenty (120) hours of vacation.
 - (b) After eight (8) years of service -- one hundred and sixty (160) hours of vacation.
 - (c) After sixteen (16) years of service -- two hundred (200) hours of vacation.
 - (d) Effective January 1, 2015 after twenty-two (22) years of service -- two hundred and forty (240) hours of vacation.
 - (e) Vacation entitlements shall be based upon the year in which their anniversary date qualifies them for 120, 160, 200 and 240 hours of vacation.
 - (f) An employee who leaves the employ of the Board shall have all outstanding amounts or overpayments reconciled on the last pay cheque.
 - (g) Employees shall be afforded one (1) additional week of paid vacation in the year in which they retire.

- (h)
 - (i) Employees working the EDO work week shall have their vacation leave calculated on the basis of 36 ¼ hours per week.
 - (ii) Employees working the 12-hour shift shall have their vacation leave calculated on the basis of 40 hours per week.
 - (iii) To determine the annual vacation time used by an employee, the number of days of vacation actually taken by the employee shall be counted as those days the employee would have actually worked.

Example: Employee on vacation would have ordinarily worked Monday to Thursday with Friday as EDO, vacation time is four (4) days.
- (2) (a) Employees not having completed a year of service shall earn vacation according to the proportion of that year employed.
- (3) Paid annual vacation shall be extended by one (1) full day for each legal holiday (as per Section 14(1) Legal Holidays which may occur during the vacation period).
- (4) As approved by the Chief of Police, annual vacations shall be taken at a time that is mutually agreeable between the supervisor and the employee. The supervisor shall notify the Chief of Police of the vacation schedule.
 - (a) Annual vacations shall be taken in periods of no less than one (1) hour.
 - (b) Annual vacations should be taken during the year in which the vacation is earned. Carry over of vacation entitlements from one year to the next may be approved by the Chief of Police.
 - (c) Employees' requests for annual vacation shall be given preference wherever possible. Any request for annual vacation must be submitted in writing to the Chief and shall be given fair consideration and shall not be unreasonably denied.
- (5) In the event of illness during a permanent employee's vacation, the employee may, subject to the approval of the Chief of Police, be allowed a deferred vacation subject to the following:
 - (a) Sick leave may be substituted for vacation in exceptional circumstances if the employee can prove sickness for more than three (3) days at one time while on vacation.
 - (b) The employee shall produce a doctor's certificate substantiating the illness to the Chief of Police.
 - (c) Each individual case will be considered on its merits.

- (d) Unless otherwise mutually agreed, an employee will return to work at the end of their normal vacation period.
 - (e) Any vacation to which an employee would be entitled to as a result of sick leave would be taken as mutually agreed between the Chief of Police and the employee.
 - (f) This whole clause is intended to cover only those exceptional cases where a person is hospitalized or under a doctor's care (does not cover minor illness such as common cold or flu).
- (6) In the event of a death and bereavement of an immediate family member as per Section 21.09 – Bereavement Leave of the Agreement, permanent employees, while on annual vacation, may, upon approval by the Chief of Police, be allowed a deferred vacation equal to the time lost through the bereavement. The employee shall apply for and submit proof for the leave, to the Chief of Police, upon returning to work from annual vacation. Any deferred vacation days granted for bereavement shall be taken at a later date, as mutually agreed by the Chief of Police and employee.
 - (7) When an employee is called into work while on vacation, the employee shall receive payment at the overtime rate for all hours worked plus an additional annual vacation day for each day, or portion of a day, so worked. Employees on vacation may only be called into work with approval of the Chief of Police.
 - (8) The Board shall provide a statement to each less than full-time employee by March 31 of each year showing their vacation entitlement.

ARTICLE 13 - HOURS OF WORK

The new two-week EDO language was embedded in an LOU at the back of the CBA. We propose that the changes in the EDO work week contained in the LOU now be reflected in Article 14 – Legal Holidays.

- (1) Employees working the EDO work week shall work one (1) week of forty (40) hours and fifteen (15) minutes and one (1) week of thirty-two (32) hours and twelve (12) minutes. Normal hours of duty for employees working the EDO work week shall be from either 07:42 to 16:30 with a lunch break of forty-five (45) minutes, 07:27 to 16:30 with a lunch break of fifty-seven (57) minutes or 06:42 to 15:30 with a lunch break of forty-five (45) minutes. Upon approval by the Chief of Police, employees may be allowed to work from 06:27 to 15:30 with a lunch break of fifty-seven (57) minutes. Lunch break rotation is to be scheduled by the employee's Supervisor.
- (2) Employees working the EDO work week shall be subject to the following provisions:
 - (a) Employees will receive a designated day off in a two (2) week period on a rotating

basis.

- (b) There shall be a rotation of employees on the EDO in order to provide service to the public.
 - (c) At the discretion of the Chief of Police, where any services are not being provided on an EDO at present, and it is deemed appropriate to provide such service, the Chief of Police may require the service to be provided, in which case the employees shall take their EDO on a rotation basis, an alternative day off shall be taken, and wherever possible, such alternate day off shall be a Friday.
 - (d) Earned Days Off shall not be banked.
 - (e) When an employee is required to work or requests to work on their EDO, there shall be mutual agreement between the employee and their supervisor at the time of the request to determine when the EDO will be taken prior to the next designated EDO.
- (3) The Chief and the Union may agree that employees, may work through the normal lunch break. Employees shall receive a twenty (20) minute break in lieu with no loss of pay.
- (4) (a) Any deviations to normal working conditions for these positions, including working outside the normal hours of work as defined in this Section, requires prior notification from the Chief of Police to the Union.
- (b) Employees working on a regularly scheduled basis in a less-than-full-time position shall be given the first opportunity for extra hours in their respective work area. Total hours shall not exceed forty (40) hours per week.
- (5) Non-EDO Work Week
- (a) The normal hours of duty for those employees not covered by the EDO work week shall be as follows:

08:00 to 12:00 and 13:15 to 16:30.

ARTICLE 14 - LEGAL HOLIDAYS

- (1) Employees will receive a day off with pay on the following holidays.
- (a) New Year's Day
 - (b) Family Day
 - (c) Good Friday
 - (d) Easter Monday
 - (e) Victoria Day

- (f) Canada Day
- (g) Saskatchewan Day
- (h) Labour Day
- (i) Thanksgiving Day
- (j) Remembrance Day
- (k) Christmas Day
- (l) Boxing Day
- (m) Any day proclaimed by His Worship the Mayor as a Civic Holiday.

That notwithstanding, where any of the holidays fall on an employee's normal day of rest, the next normal working day following shall be taken as the holiday. If any two consecutive holidays fall on an employee's normal days of rest, the next two normal working days shall be taken as the holidays.

- (2)
 - (a) Employees working the EDO work week shall have their legal holidays calculated on the basis of 36 ¼ hours per week.
 - (b) Employees working the 12-hour shift shall have their legal holidays calculated on the basis of 40 hours per week.
- (3) If an EDO falls on a legal holiday, the day off shall be rescheduled immediately prior to or following the holiday. If the EDO cannot be taken at that time, another day shall be determined by mutual consent between the employee and the supervisor. The Chief of Police will be advised by the supervisor.
- (4) Employees who are absent from work on approved leave of absence without pay for one month or more, or while on lay-off for fourteen (14) or more working days, are not entitled to pay for legal holidays, as provided for in this Agreement.
- (5) Employees shall receive four (4) hours off, or the period following the lunch break whichever is the lesser or shall be credited with four (4) hours relative to the last working day before both Christmas and New Year's Day. When it is not possible for an employee to have the time off on Christmas Eve or New Year's Eve, the employee shall be paid at the normal rate for Legal Holidays.
- (6) Employees who are required to work on Legal Holidays shall be paid at regular time plus double time.

ARTICLE 15 - OVERTIME/ACCUMULATED OVERTIME ACCOUNT

- (1) Except in case of emergency, overtime shall be worked on a voluntary basis.
- (2) An employee who works pre-authorized overtime, in excess of their full time normal assigned hours, shall be entitled to two (2) hours pay, or may accumulate the time, for each hour worked.

(3) Overtime will be offered to the most senior qualified employee available in the work area in the following manner:

- (a) permanent full-time employee;
- (b) permanent less than full-time employee;

If the available overtime is a continuation of a work shift, then the employee working the shift will be offered the overtime.

(4) Employees who are required to work:

- (a) on their regular days of rest shall be paid, or may accumulate, two (2) hours for each hour worked;

(5) (a) Employees working the EDO work week will receive overtime rates after working seven (7) hours and forty-eight (48) minutes per day;

- (b) Employees required to work on their EDO shall receive another day off as mutually agreed between the employee and the supervisor.

(6) Employees called out for duty after, or before, regular working hours without prior notice shall be paid for, or may accumulate, a minimum of three (3) hours at overtime rates applicable and a minimum of one (1) hour pay at overtime rates applicable when prior notice has been given.

(7) Employees shall have the option of receiving pay for overtime earned or accumulating the overtime hours up to one hundred and eighty-five (185), provided that accumulated time will only be paid for in units of ten (10) hours or more.

- (a) Subject to the needs of the Police Service, employees may be allowed to take their accumulated time as requested, provided reasonable notice of intention to take time off is given.

- (b) When the requested time is refused to the employee, the supervisor will notify the employee in writing outlining the reason(s) for the decision, upon request of the employee.

- (c) When accumulated time in excess of two hundred (200) hours has been accumulated by an employee, such employee will be paid for all accumulated time over one hundred and eighty-five (185) hours.

- (d) Accumulated time will be paid at the rate the hours were earned.

(8) (a) When an employee is subpoenaed as a witness in a court/judicial hearing, on other

than an assigned workday, on a matter arising from employment, they shall be paid overtime.

- (b) The employee shall submit witness fees to the Chief of Police.

ARTICLE 16 - RESIGNATIONS, SUSPENSIONS, DISMISSALS, AND CENSURE

- (1) (a) The employer may terminate the employment of any permanent employee upon giving written notice that their services are no longer required. Each employee shall be required to give and receive written notice of the intention to terminate employment with the employer in accordance with the provisions of *The Saskatchewan Employment Act* of the Province of Saskatchewan and amendments thereto.
 - (i) Two (2) weeks written notice if the period of employment is six (6) months or more but less than three (3) years.
 - (ii) Four (4) weeks written notice if the period of employment is three (3) years or more but less than five (5) years.
 - (iii) Six (6) weeks written notice if the period of employment is five (5) years or more but less than ten (10) years.
 - (iv) Eight (8) weeks written notice if the period of employment is ten (10) years or more.
- (b) Non-permanent employees with three (3) continuous months of service shall be entitled to receive and obliged to give a written notice of one (1) week, if the period of employment is less than one (1) year.
- (c) Dismissals for just cause shall be made without any notice.
- (2) When a permanent employee is dismissed, the Chief of Police shall notify the Board of Police Commissioners and Secretary of the Union in writing, setting forth the reasons.
- (3) Whenever a permanent employee is disciplined in any manner they will be informed of the nature of the misconduct, the standard of performance expected, and the consequences of not meeting those standards. The written particulars of the discipline will be supplied to the Chief of Police and the Secretary of the Union.
- (4) Any employee subject to discipline shall be notified in writing of the alleged misconduct. Except in cases where the safety of people or property are compromised or threatened, an employee shall not be held out of the service or disciplined until an investigation and hearing has been held.

Any employee may, for just cause, be suspended without pay for a period of time, not to exceed five (5) days, as deemed appropriate under the circumstances by the Chief of Police. Any suspensions beyond five (5) days require the approval of the Board of Police Commissioners and shall not exceed fifteen (15) working days. All suspensions shall be subject to the right of appeal as provided in Section 26 - Investigations, Grievances, and Arbitration.

The hearing will be held within five (5) working days of Management's knowledge of the event. The Union shall be informed, and the employee shall have the right to Union representation during the hearing. At the hearing, both Management and Union shall present the evidence and/or witnesses to support their respective claims.

The Union shall be furnished with copies of the relevant material documents.

Neither the Union nor the employee's right to the grievance clause is restricted by any provision contained within the foregoing.

- (5) An employee shall have any disciplinary-related document removed from their personnel file after a period of thirty-six (36) months following the date of the discipline, provided that during this period no subsequent disciplinary documents are placed in the employee's file. Such prior discipline shall not be used against the employee after this thirty-six (36) month period.

ARTICLE 17 - PAY PERIODS

The implementation of bi-weekly pay periods will be reviewed in conjunction with the review for Civic employees.

Payment of Wages and Salaries

- (1) All employees shall be paid on the 15th and last day of each month. **In the event the pay days do not fall on a normal business day, then the employee will be paid on the business day prior to the scheduled pay day.** Wages and salary payments shall be made by direct bank deposit.
- (2) To convert the salary of a monthly paid employee to an hourly rate of pay, the following formula shall apply:

$$\frac{\text{Employee's regular annual salary}}{\text{Number of hours in employee's regular work week} \times 52}$$

eg. $\frac{25,000.00}{40 \text{ hrs} \times 52 \text{ wks}} = \12.02 per hour

$$\frac{25,000.00}{36\frac{1}{4} \text{ hrs} \times 52 \text{ wks}} - \$13.26 \text{ per hour}$$

Subject to Section 17(2) above, any employee who commences employment after the beginning of a pay period or terminates employment before the end of a pay period shall be paid for hours worked in that pay period based on the formula.

- (3) Upon termination, employees shall be paid for actual hours worked during the last pay period. Final adjustments regarding time owed to by the Board will be reconciled at that time.

ARTICLE 18 - SICK PAY AND SICK PAY BENEFITS

- (1) (a) Permanent employees who have been in the Board's service for at least six (6) months continuously, shall earn sick leave at the rate of one and three quarters (1³/₄) days per month of continuous service pro-rated on the actual number of hours worked per month. The accumulation shall not exceed twenty-one (21) work days in any one (1) year of service.
- (b) Non-permanent employees, upon becoming scheduled or completing one (1) year of continuous service, shall start to earn sick leave at the rate of one (1) day per month of continuous service pro-rated on the actual number of hours worked per month. Accumulation shall not exceed twelve (12) days in any one (1) year of service and shall not accumulate beyond forty (40) days.
- (2) Sick pay shall be allowed for a period of more than three (3) working days only if the employee produces a certificate signed by a duly qualified Medical Practitioner certifying that the employee by reason of illness was unable to perform their duties during the period for which claim is made.
- (3) (a) A deduction shall be made from accumulated sick leave of all normal work days, or part of a workday, absent for sick leave.
- (b) Any employee, who, under the terms of clause (1)(a), is entitled to full pay during the period of illness, shall also be entitled to accumulate sick pay credits on the following conditions:
- (i) Each of the employees shall receive sick pay credits to a maximum of twenty-one (21) working days, less the actual number of days during such year with respect to which full pay was received while absent from duty through illness. The sick pay credit shall be cumulative to a maximum of one hundred and eighty-two (182) working days for those employees hired prior to January 1, 1982. Employees hired after January 1, 1982, will accumulate to a maximum of eighty-five (85) working days.

- (ii) Any employee who becomes unable to work because of illness shall, after having exhausted the rights under subsection (1)(a) [and subject to the production of a medical certificate as required under subsection (2)] be entitled to receive full pay for sick time up to eighty-five (85) working days, and their account for sick pay credits will be deducted accordingly.
 - (iii) Employees who are entitled and have accumulated sick pay credits above eighty-five (85) working days, may elect to have the remainder of their sick pay credits remain as a credit to their sick pay account. Days of rest accruing during the absence of any employee on sick leave shall not be deemed to be sick leave for the purpose of this Section.
 - (iv) Employees who are receiving sick pay credits shall be entitled to accumulate sick days to their credit. Employees while on Long Term Disability shall not accumulate sick pay credits.
 - (v) No usage of sick credits (or accumulation) shall be allowed on an EDO unless the employee was scheduled to work on the EDO, in which case another day shall be mutually agreed upon by the employee and their supervisor as the employee's EDO.
- (c) Any employee who under the terms of clause (1) (b) is entitled to full pay during the period of illness, shall also be entitled to accumulate sick pay credits on the following conditions:
 - (i) Up to one (1) working day for each full month of service to a maximum of twelve (12) days per year less the actual number of days during such year for which full pay was received while absent from duty through illness. The sick pay credit shall be cumulative to a maximum of forty (40) working days.
 - (ii) Any employee who becomes unable to work because of illness, shall after having exhausted the rights under sub-section (1)(b) [and subject to the production of a medical certificate as required under sub-section (2)] be entitled to receive full pay for sick time up to forty (40) working days, and their account for sick pay credits will be deducted accordingly. In no case, however, will the payment for sick time continue beyond the normal date of lay off.
 - (iii) Days of rest accruing during the absence of any employee on sick leave shall not be deemed to be sick leave for the purpose of this Section.
 - (iv) Employees who are receiving sick pay credits shall be entitled to accumulate sick days to their credit.
 - (v) No usage of sick credits (or accumulation) shall be allowed on an EDO

unless the employee was scheduled to work on the EDO, in which case another day shall be mutually agreed upon by the employee and their supervisor as the employee's EDO.

- (4) If any employee is injured in an accident or becomes ill or injured in any circumstances where the employee commences any action for the recovery of lost wages and benefits against the person causing such injury, accident or illness (or their insurer) for the injury, and the employee has used sick credits under this section and has been paid the salary and wages from sick pay and sick pay benefits, the employee shall reimburse the City the amount recovered for lost wages and benefits paid by the person causing the injury, accident or illness (or their insurer), and upon receipt of the payment, shall have all the sick pay credits used during the period of injury, accident or illness reinstated to their credit on a pro-rated basis.
- (5) Any employee who retires on the basis of age as provided for in the Pension Plan for C.U.P.E. employees, shall be paid a retirement gratuity (over and above any other gratuities mentioned elsewhere in this Agreement) equivalent to one (1) day's pay for each four (4) full days of sick pay benefits to their credit as of the date of retirement.
- (6) Long Term Disability

Permanent employees employed with the Board who meet the eligibility requirements of the long term disability plan carrier and who are under the age of sixty-five (65) years shall be entitled to long term disability benefits after the employee has exhausted either eighty-five (85) days of the accumulated sick pay credits that have been credited to their sick credit account as outlined in subsection (2) if hired prior to January 1, 1982, or in cases where an employee has not accumulated eighty-five (85) days to their sick pay credits, they shall utilize the Employment Insurance sick benefits up until and including the eighty-fifth (85th) day before being eligible for the long term disability benefits. These long-term disability benefits including adjudication and rehabilitation services are carried by an insurance company underwriter, Policy with Sun Life, maintained by the City of Moose Jaw.

It is the employee's responsibility to provide, at their own expense, the medical information required by the insurance company to assess and continue a claim for long term disability benefits. This information will be submitted to the insurance company by the Department of Human Resource Services.

The long-term disability benefit is to be seventy (70) per cent of the disabled employee's rate of pay at the time long term disability commences.

The long-term disability benefit is integrated with the Canada Pension Plan and Workers' Compensation Board disability benefits. The indexing of the Canada Pension Plan and Workers' Compensation Board benefits will not reduce the benefits under the long-term disability plan.

After an employee has been on long term disability benefits for a period of twenty-four (24) months, and every twelve (12) month period thereafter, if requested by either party, the parties shall meet and review the amount of disability payment being paid to the employee to determine the amount of additional income that may be required in order to maintain a fair standard of living for the employee.

For a period of twenty-four (24) months, the employee shall receive pay equal to the level of seventy (70) per cent of salary or wages, based upon the wages paid at the time long term disability commences.

If during or at the end of the before mentioned twenty-four (24) months, the employee's medical condition be such that the employee is able to be retrained for employment, whether with the Board's service or otherwise, the payments shall be made to the employee equivalent to the seventy (70) per cent before mentioned less any earnings of salaries or wages during the time of retraining and re-employment.

Should the illness or disability of the employee be of such a nature as to render any form of work retraining impossible, the employee shall receive seventy (70) per cent of wages until the normal retirement age.

Upon returning to work after long term disability, an employee will be permitted to take leaves of absence wherever required to allow the concerned employee to bring their health to a state where they can re-enter this work force on a full-time basis.

The insurance company underwriting the long-term disability insurance policy shall annually provide both parties with a financial report on the Plan, and at the request of either party, the parties shall meet to review the performance and costing of the Plan. Employees upon qualifying for long term disability benefits through the Disability Insurance Plan shall be paid all monies owing to them for annual holidays earned to the date of qualification (i.e. both unused days in the current year plus accrued holidays to the date of qualification). The payment of holiday pay will not reduce nor delay the long-term disability benefits payable by the insurance company.

(7) Medical Tribunal

- (a) Where there is any doubt as to the validity of the claim on medical grounds, under the provisions of Section 18(6) – “Long Term Disability” above, the dispute may be referred to a Tribunal. The request to establish a Tribunal must be submitted by the Union no later than sixty (60) days following the date the decision of the Board respecting the claim has been forwarded to the Union.

The Tribunal shall consist of a doctor nominated by the Union, a doctor nominated by the Board, and a doctor appointed as Chairman by the Moose Jaw District Medical Society. The majority decision of the Tribunal shall be final and binding upon all parties concerned.

- (b) The expenses of each party's nominee shall be borne by them and the expenses of the Chairperson shall be shared equally.
- (8) (a) When an employee is on accumulated time off, the employee shall not use sick time to substitute for any part of the accumulated time being taken.
- (b) Notwithstanding Section 18(8)(a) above, in the event of illness during a permanent employee's accumulated time off, the employee may, subject to the approval of the Chief of Police, be allowed to cancel the accumulated time off subject to the following:
 - (i) Sick leave may be substituted for accumulated time off in exceptional circumstances if the employee can prove illness for more than three (3) days at one time while on accumulated time off.
 - (ii) the employee shall produce a doctor's certificate, substantiating the illness to the Chief of Police.
 - (iii) Each individual case will be considered on its merits.
 - (iv) This clause is intended to cover only those exceptional cases when a person is hospitalized or under a doctor's care (does not cover minor injury, or minor illness, such as a common cold or flu).

ARTICLE 19 - PAYMENT OF BENEFITS DURING STRIKE

Payment of benefits shall be paid by the employer for the following:

- (a) Group Insurance (Board and Employees share)
- (b) Pension (Board and Employees share, if applicable)
- (c) Annual Vacation

In the event of a strike, these benefits shall not be pro-rated.

ARTICLE 20 - DOMESTIC VIOLENCE AND EMPLOYEE SAFETY

- (a) The Employer and the Union recognize that situations of violence or abuse in an employee's personal life can affect their attendance or performance at work. The parties further recognize that victims are often reluctant to disclose because of the stigma associated with domestic violence and the fear of gossip, not being believed, job loss and other negative outcomes; that perpetrators are often skilled at hiding and rationalizing their abusive behaviour; and that privacy arguments are often used to cover up violence that occurs in intimate relationships. For these reasons, the parties pledge their support to employees impacted by domestic violence and agree to the following:

- (i) An employee who is in an abusive or violent situation will not be subject to discipline if the absence or performance was determined to be caused by an abusive or violent situation.
- (ii) Workers experiencing domestic violence shall be granted up to sixteen (16) hours paid leave for attendance at appointments, legal proceedings and any other necessary activities. This leave will be a part of sick leave entitlements and may be taken as consecutive or single hours, without prior approval and may require short notice.
- (iii) In addition to ii) above absences which are not covered by sick leave or disability insurance will be granted as absent with permission without pay not to exceed thirty (30) calendar days.

(b) Privacy, Confidentiality and Disclosure Information

The Employer and the Union agree that requests and inquiries must be done carefully in order to balance the safety and privacy of the employee, and that privacy and confidentiality should be maintained to the furthest extent possible. As such, the parties agree to the following:

- (i) Requests submitted under the terms of this article will be treated as confidential by the Employer. All personal information concerning domestic violence will be kept confidential and no information will be kept on the employee's personnel file pertaining to the domestic violence situation without their express written permission.
- (ii) Information will only be disclosed on a "need to know" basis to protect confidentiality while ensuring worker safety. Notwithstanding Police are in a unique role as both Employer and Investigator to potential criminal acts and may be required to disclose information to parties involved in the criminal investigation and prosecution.
 - (1) The parties will not disclose more personal information than is reasonably necessary to protect workers from injury and will share information only with those who need to know.
 - (2) Information will only be shared in potentially dangerous situations, for threat assessment, for safety planning and for the effective implementation of protective orders, such as limiting public access in certain circumstances.
- (iii) The Employer will provide mechanisms for workers to report incidents and risks of domestic violence.

ARTICLE 21 - LEAVE OF ABSENCE

21.01 General Leave

Any employee may be granted leave without pay, insofar as the regular operation of the Service will permit, providing reasonable notice is given to the Chief of Police. The leave of absence shall not exceed a reasonable period of time, as determined by the Chief of Police.

Employees may not take other employment during the leave, except by written permission of the Chief of Police. Failure to receive approval shall be considered a resignation from the Board.

21.02 Union Leave

- (1) In case of any member of the Union being appointed to represent the Union at conventions, conferences, or executive meetings, one member shall be granted leave, without pay, for Union business upon application to the Chief of Police. If other Union representatives request leave of absence, without pay, it may be granted by the Chief of Police.

The Board will continue all wages and benefits for employees on Union Leave and will be reimbursed the costs on a monthly basis at a rate of one hundred and fifteen (115) per cent by the Union.

- (2) (a) Any permanent employee who is selected for a full-time position with the Union, or with which the Union is chartered and affiliated, shall upon application to the Chief of Police, be granted leave of absence without pay for a period of time not exceeding one (1) year, provided one (1) weeks' notice is given.
 - (i) The leave shall be renewed each year upon application three (3) months prior to completion of the leave of absence.
 - (ii) No claim shall be entertained for any promotions effected during the leave of absence.
 - (iii) The employee's original seniority shall be retained but no accumulation shall occur during the period of leave.

21.03 Public Office Leave

- (1) Any permanent employee who is selected to public office (other than municipal) shall be granted leave of absence without pay. For the period of holding office, the employee shall retain original seniority rights with no decrease in status, but

without claim to any promotions effected during the absence.

21.04 Leave Process

- (1) Employees on leave in accordance with Section 21.02 above, in excess of two (2) months, shall give a minimum of fourteen (14) days' notice, in writing to the Chief of Police of their intent to return to work.
- (2) No pay in lieu or rescheduling of any days shall be given to employees on leave of absence. They shall be deemed to have forfeited the EDO. Pay is calculated based on hours of work.
- (3) For any leave of absence without pay of one (1) continuous month or longer, the following benefits shall be pro-rated:
 - (ii) sick pay credits
 - (iii) annual vacation
 - (iv) anniversary date for probation
 - (v) anniversary date for salary increments.

21.05 Education Leave

- (1) Educational leave is acknowledged to be of mutual benefit to employees and the employer.
- (2) If an employee requests educational leave that is beneficial to the Board, they shall be granted the leave for a period of up to one (1) year with no loss of seniority or benefits.
- (3) If the Chief of Police requests an employee to upgrade their education, the Board shall maintain all wages and benefits.
- (4) If an employee is granted educational leave that is not job related, they shall receive no remuneration, seniority or benefits.
- (5) In the case of educational leave, employees may request special flexible working arrangements which must be mutually agreeable between the employer and the Union.

21.06 Parenting Leave

- (1) An employee of the Board shall be granted maternity, parental and/or adoptive leave in accordance with and pursuant to the provisions of *The Saskatchewan Employment Act*, as amended from time to time.
- (2) A female employee shall receive payment in respect of all accumulated vacation

on the date they start maternity leave.

- (3) Notwithstanding the provisions of Section **21.06 (2)** above, the employee may request, in writing, that all accumulated vacation credits be carried forward for use upon return to work.
- (4) An employee returning to work from maternity, parental and/or adoptive leave shall resume work with no loss of seniority, rates of wages or benefits accrued to the commencement of the leave.

21.07 Maternal Benefits

- (1) Notwithstanding anything contained within this Agreement, an employee on maternity, parental and/or adoptive leave shall not accumulate nor be credited with any benefits except:
 - (i) seniority during such leave; and
 - (ii) the benefits set forth in Section **21.06 (2)** above, if any.
- (2) Upon written request, an employee on maternity, parental and/or adoption leave and receiving maternity or parental benefits under the Employment Insurance Program shall be entitled to supplemental maternity or parental benefits to be calculated as follows:
 - (i) The Board shall pay eighty-five (85%) percent of the employee's regular wage during the two (2) week waiting period for benefits under the Employment Insurance Program; and
 - (ii) The Board shall pay the difference between the benefits paid under the Employment Insurance Program and eighty-five (85%) percent of the employee's regular wage for a period not exceeding the first twenty (20) weeks of receiving benefits under the Employment Insurance Program.
- (3) An employee requesting and receiving supplementary maternity benefits, in whole or in part, shall be subject to a return to work commitment of one (1) year.
- (4) Upon request, an employee, who is the spouse of the person having a child, shall be entitled to use two (2) days of sick credits to attend the birth of the child and/or provide for the needs of the family, and such sick credits shall be deducted accordingly.
- (5) Upon request, an employee may be granted leave by the Chief of Police for the purpose of attending to a birth or adoption of an immediate child. The leave will not exceed three (3) weeks without pay.

21.08 Family Leave

- (1) Where an employee must provide for the needs of an immediate member of their family (immediate member being mother, father, spouse, children, common-law spouse and children of common-law spouse), the employee shall, upon approval of the Chief of Police, be entitled to use forty-eight (48) hours of sick credits per year, and the sick credits shall be deducted accordingly.
- (2) In the event an employee requires additional leave than that provided for above, the leave may be granted by the Chief of Police.

21.09 Bereavement Leave

- (1) Leave of absence with full pay shall be granted to employees who suffer the loss by death of a member of their immediate family, [Immediate family being interpreted as mother, father, legal guardian, brother, sister, **aunt (sibling to parent), uncle (sibling to parent)**, spouse, fiancé, children, mother-in-law, father-in-law, grandchildren, grandparent of employee or spouse, common-law spouse, children of common-law spouse (common-law spouse means a minimum three (3) months cohabitation)].

Where the death and burial of the relative mentioned in this section occurs in Moose Jaw, such bereavement leave shall consist of four (4) days or part thereof, to be taken at the time of the death and funeral and/or interment.

Where the death and burial of the relative mentioned in this section occurs in Moose Jaw, such bereavement leave shall consist of the following days or parts thereof:

- (i) the date of death
- (ii) two days immediately preceding the day of the funeral and/or interment
- (iii) the day of the funeral and/or interment

If any of the four (4) days are the employee's rest days, the employees shall not be entitled to another day of bereavement leave in lieu thereof.

Where the burial of the relative mentioned in this section takes place at a place other than in Moose Jaw, such bereavement leave shall consist of the days, or part thereof, mentioned above, as well as reasonable travel time, which bereavement leave, and travel time together shall not exceed ten (10) days in total, inclusive of any of the employee's rest days.

The employee or their designate shall notify the Chief of Police prior to commencing bereavement leave under this Section.

- (2) In the event of special circumstances, including death of persons not identified

above, leave may be granted at the discretion of the Chief of Police.

21.10 Military Reserve

- (1) An employee who may be drafted, or who may enlist for duty in the Canadian Forces under Canada's obligation with the United Nations, or Atlantic Pact, or other pact or commitment, or in case of war or emergency, shall be re-engaged by the Board without loss of seniority rights, and with a position not less than any employee with less seniority, providing the employee sought or seeks re-engagement with the board within two (2) years of the date of their discharge from the Canadian Forces. Nothing in this section shall be deemed to obligate the Board to re-engage such person if the person has become physically or otherwise unfit to carry out the duties which would be required of the employee in the Board's service.
- (2) An employee, who is also a member of the Canadian Forces "Reserve Force", may be granted a leave of absence by the Chief of Police for up to twelve (12) months, without pay, to participate in operational missions of the Canadian Forces.
- (3) An employee, who is also a member of the Canadian Forces "Reserve Force", may be granted a leave of absence, with "top-up pay", by the Chief of Police for up to two (2) weeks each year for Reserve Force training or duty. This leave of absence will not be charged against vacation leave.
- (4) Provisions of this Section do not apply to employees who are officers of the military cadet programs and are not subject to or eligible for participation in operational missions of the Canadian Forces.
- (5) Nothing in this section shall be deemed to obligate the Board to re-engage any person if they have become physically or otherwise unfit to carry out the duties which would be required of the employee in the service of the Board.

ARTICLE 22 - PERMANENT EMPLOYEES

NOTE: Seniority will be based on bargaining unit seniority from the date of hire.

Employees employed at May 30, 2019, were ranked in order of seniority calculated on days credited for CUPE 9-02 from the date the employee last entered the service of the Employer.

(1) **Seniority**

Upon completion of the required probationary period, new permanent employees shall earn seniority from the date of hire in the permanent position.

One (1) year of seniority for employees working the thirty-six and one quarter (36 ¼)

hour work week shall be one thousand eight hundred and eighty-five (1885) hours and for employees working the forty (40) hour work week shall be two thousand and eighty (2080) hours. Seniority at less than regular full-time hours shall be prorated.

Seniority is defined as time worked in the bargaining unit as set out in (2) below.

(2) **Accumulation of Seniority**

An employee shall earn seniority for:

- (a) all actual hours worked excluding overtime;
- (b) annual vacations;
- (c) paid holidays;
- (d) all paid leaves;
- (e) consecutive time off while receiving benefits under *The Workers' Compensation Act* for a maximum of two (2) years;
- (f) maternity, parental or adoption leave, to a maximum of one (1) year;
- (g) leave granted for a union position under Section 21.02 – **Union Leave**, not to exceed one (1) year;
- (h) consecutive time off while receiving benefits under Section 18– Sick Pay and Sick Pay Benefits, respecting sick leave and long-term disability to a maximum of two (2) years;
- (i) non-permanent employment subject to Section 23 Non-Permanent Employees.

(3) **Loss of Seniority**

An employee shall lose seniority if the employee:

- (a) is discharged for just cause and is not reinstated;
- (b) resigns or retires from service with the Board;
- (c) if after layoff, a permanent employee fails to report for seven (7) days after notification to the address on record with the Board unless they furnish reasons for such failure satisfactory to the Chief of Police.
- (d) is not employed with the Board for a period exceeding two (2) years.

(4) **Posting of Positions**

Note: For the purposes of Sections 22 – Permanent Employees and 23 – Non-Permanent Employees, "qualifications" means technical and educational requirements, skill and

ability.

- (a) Any full-time position filled continuously on a full-time basis by a permanent or a non-permanent employee for a period of twelve (12) consecutive months shall be bulletined and filled as a permanent position.
- (b) All new positions and vacancies to be filled, of a permanent nature, shall be posted on the bulletin boards by the Chief of Police for a period of seven (7) working days and filled within thirty (30) days of the closing of the bulletin. It shall contain brief particulars of the position including rates of pay.
- (c) Qualifications being sufficient to perform the duties of the job, positions shall be filled as follows:
 - (i) the most senior qualified applicant who is a permanent employee in the bargaining unit;
 - (ii) the most senior qualified applicant of the non-permanent employees in the bargaining unit;
 - (iii) applicants from the general public.

Note: In the event two or more qualified permanent employees of equal seniority have applied for a permanent position, seniority earned in non-permanent positions shall be used in determining the successful applicant.

Subject to Section 22(4)(c)(i) through (iii) above, the final selection for any position will be made by the Chief of Police.

- (d) The Union shall have the opportunity to have a representative present when applications for positions are being considered. Any extensions to the time for the bulletin process must be approved by the Union.
- (e) The Union will designate a representative and the Board shall notify the Union representative of dates and times to be present.

ARTICLE 23 – NON-PERMANENT EMPLOYEES

(1) Seniority

- (a) Non-permanent employees shall possess seniority rights after they have completed sixty (60) working days of continuous service. At that time, their seniority is retroactive to the date of employment.
- (b) Any break in service for more than two (2) calendar years shall be considered a break in seniority. The onus is on the employee to keep the

Board apprised of their current address and phone number.

(2) **Layoff**

- (a) Layoffs shall be based upon insufficient work as determined by the Chief of Police. When it is necessary to reduce the number of non-permanent employees in the bargaining unit the following shall apply:
 - (i) Non-permanent employees in the bargaining unit not having attained seniority rights shall be laid off at the discretion of the Chief of Police.
 - (ii) In the event of a layoff, non-permanent employees shall be retained in the bargaining unit on the basis of seniority and sufficient qualifications to perform the work.

(3) **Recall**

- (a) Non-permanent employees shall have the option to return to work in order of re-call, based upon their seniority.
- (b) If the senior person is unavailable for a re-call due to circumstances beyond their control, the next most senior person on the seniority list will be given the re-call opportunity.
 - (i) Except in the case where the employee refuses due to another conflicting job, which will be considered a break in service and subject to the above, the seniority list will be exhausted before the first refusal is considered again for re-call.

ARTICLE 24 – LAYOFF

Layoffs shall be based upon insufficient/reduction of work hours. When it is necessary to reduce the number of employees, permanent employees shall be laid off only after all temporary positions have ended, and all vacancies have been posted and filled.

(1) The Chief of Police may layoff an employee with written notice to the employee as below:

(a) Length of notice for employees shall be as follows:

- (i) **Two (2) weeks' written notice if the period of employment is six (6) months or more but less than one (1) year.**
- (ii) **Four (4) weeks' written notice if the period of employment is one (1) year or more but less than three (3) years.**

- (iii) Six (6) weeks' written notice if the period of employment is three (3) years or more but less than eight (8) years.
- (iv) Eight (8) weeks' written notice if the period of employment is eight (8) years or more.
- (v) If the minimum period of written notice pursuant to *The Saskatchewan Employment Act* is longer than the above provisions, then the notice of layoff shall be equivalent of the minimum period of written notice pursuant to *The Saskatchewan Employment Act*.

(2) **Layoffs**

Layoffs shall be based upon insufficient work as determined by the Chief of Police. When it is necessary to reduce the number of employees, permanent employees shall be laid off only after all non-permanent employees have been laid off in positions for which the permanent employee possesses sufficient qualifications to perform the duties of the job.

- (a) In the event of a layoff, the employer and union shall meet within ten (10) days of the layoff notice, to discuss all options/alternatives available.
 - (i) The employer shall meet with employee(s) to provide notice and present all options available for the employee under the collective agreement and in legislation. Subject to Section 24(2)(a) above, the employee will notify the employer, not later than ten (10) days from the meeting, what option has been selected in the bumping process. The choice may not be changed following notification unless the employee applies for a position under Section 22(4) above.

In the event of a layoff, employees shall be laid off in the reverse order of their seniority. Employees shall be recalled in the order of their seniority, provided they have the ability to do the work. No new employees will be hired until those laid off have been given an opportunity of recall as provided in this agreement.

(3) **Bumping**

- (a) No employee may bump an employee with more seniority. Qualifications being sufficient to perform the duties of the job, a laid off or displaced permanent employee may use seniority to bump the least senior employee in the following order:

1st Any position within the employee's classification

- 2nd Any position for which they have previously occupied and are currently qualified.
- 3rd Any vacant permanent or non-permanent position, approved for filling anywhere in the bargaining unit.
- 4th The least senior permanent employee in a position for which the displaced employee is qualified.

(i) Subject to Section 24(3)(a) above, any employee who bumps shall have the right to be retrained in the position into which they have bumped.

(b) In the event there is a reduction in staff involving new employees in permanent positions who have not yet acquired seniority, the employee hired into the position last shall be laid off first, providing the employee being retained has the sufficient qualifications to perform the duties of the available position.

(4) Re-call

(a) Employees laid off in accordance with Section 24(2) and (3) above shall be returned to work in positions for which they are qualified in order of their seniority.

(b) The Chief of Police will establish and maintain a re-call list of permanent employees. The names of the laid off employees will remain on the list for a period of two (2) years. Failure to respond to re-call will be considered a resignation. Employees being re-called from layoff shall be notified by registered mail addressed to the last known address of the employee concerned. It shall be the responsibility of the laid off employee to keep the Chief of Police advised of their current address.

ARTICLE 25 - PROBATIONARY PERIOD AND PERMANENCY OF EMPLOYMENT

(1) All new employees in full time permanent positions shall be on probation for a six (6) month period with the exception of Communications Centre Co-ordinator who shall be on probation for a twelve (12) month period. All new employees in a less than full time permanent position shall be on probation for a period of one thousand and forty (1040) hours or one calendar year from date of hire, whichever comes first.

Employees promoted or transferred to another position shall be on **trial** for a period of three (3) months, except where the duties of the new position greatly differ in nature from the current duties, then the **trial** period shall be six (6) months. Extension of a probation or a **trial period** must be by mutual consent between the parties to the Agreement.

- (a) Employees on a probation or trial period shall have their performance evaluated half-way through and at the end of the required period. The results of the evaluation shall be provided in writing to the employee and the Chief of Police, and it shall be discussed with the employee by the appropriate supervisor.
- (2) (a) Should the Chief of Police decide that an employee on a trial period is not qualified for the position, then the employee shall revert to their former position, and any other employees affected by such reversion shall likewise revert.
- (b) Where an employee opts to revert or is reverted during the trial period, the reversion shall not affect their rights to again apply for promotion or transfer.

ARTICLE 26 - INVESTIGATIONS, GRIEVANCES, AND ARBITRATION

When an employee has been dismissed, suspended, disciplined, demoted, or has any other grievance, an investigation shall be held at their request; the procedure shall be as follows:

- (a) The employee shall, within five (5) working days following the discipline, suspension, dismissal, demotion, or any other grievance, first state their case in writing, addressed to the Union, and shall be heard by a Committee of the Union within five (5) working days.
- (b) In making application for a hearing, the Union shall outline in writing the matter grieved. The Chief of Police shall hear the Union's presentation within five (5) working days after receipt of the grievance. The Chief of Police shall, within five (5) working days following the hearing, give the report and/or decision and reasons in writing to the Union.
- (c) If the Union is not satisfied with the decision of the Chief of Police, within five (5) working days of having received the ruling, the Union may proceed directly to Arbitration or may submit the grievance to the Board of Police Commissioners, which shall hear it at its next regular meeting. It shall provide the Union with its ruling within five (5) working days of the hearing.
- (d) If the Union is not satisfied with the decision of the Chief of Police or Board of Police Commissioners, then the grievance shall be submitted to a Board of Arbitration.
 - (i) Each party shall name one (1) nominee to the Board of Arbitration.
 - (ii) These two (2) nominees shall meet and endeavour to agree on a Chairperson for the Board of Arbitration. In the event that they cannot agree on a Chairperson, they shall select a Chairperson from the following list of arbitrators to be used in rotation. The list of arbitrators will be reviewed from time to time by the parties.

Bill Hood.
Allen Ponak

- (iii) The Board of Arbitration shall follow commonly accepted arbitration hearing procedures and will provide an opportunity for each party to the dispute to present its case.
 - (iv) The Board of Arbitration shall confine itself to the matter grieved and shall not have any power to alter, change or amend in any way, the provisions of this Collective Agreement.
 - (v) The Board of Arbitration shall hold its hearings and render its decision within thirty (30) days of the last hearing date.
 - (vi) The majority report of the Board of Arbitration shall be the findings of the Board of Arbitration and shall be final and binding on both parties.
 - (vii) Each party shall pay the salary and expenses of its nominee and the salary and expenses of the Chairperson shall be borne equally by the parties.
- (e) The time limits as set out in the various steps may be extended by mutual agreement.

ARTICLE 27 - PAY FOR PROMOTIONS

Promoted employees shall be paid the salary range for the position to which they advance. Their performance will be assessed in the new position during the probation period.

- (1) Employees who are assigned to perform the duties of a job in a higher paid job group will be paid at the salary step in the assigned range, next higher to their current salary.
- (2) Employees who are assigned to perform duties other than those of their regular job in the same job group or lower job group, shall continue to be paid their regular rate of pay.
- (3) Employees assigned to a job in a higher paid job group shall receive vacation pay at their regular job rate.
- (4) Employees assigned to a higher paid job group will earn increments at the higher pay.
- (5) Employees assigned to work in an out-of-scope position shall be paid at the rate of the out-of-scope position.

ARTICLE 28 - REMUNERATION (WAGES)

- (1) The Board hereby approves the Job Group, Salary Schedules and Wage Rates as set forth in Schedule 1 of this Agreement, and undertakes:
 - (a) That until otherwise agreed, Board Employees shall be paid according to their respective classifications as set forth in the said schedule;
 - (b)
 - (i) Salary and wage increments, where provided for in Schedule I attached, shall be effective on the nearest pay period, in six (6) month intervals, based on the employee's anniversary date of employment.
 - (ii) Employees who successfully bid on a position in a higher job group shall be placed at the wage rate in the new job group that is immediately higher than their current wage rate. Employees who accept a position in a lower job group shall be placed at the wage rate in the new job group that is immediately lower than their current wage rate. Employees who accept a position in the same job group shall retain their current salary step.
 - (iii) Regular performance ratings of employees shall be carried out at least annually.
 - (iv) Any disagreement between the Board and the Union with respect to the new positions or positions in the matter of scope, salary schedules, and wages shall be subject to grievance.
- (2) After completion of fifteen (15) years of service from the employee's anniversary date, the employee shall receive a two (2) percent increase in wages.

ARTICLE 29 - SERVICE PAY

- (1) Retirement and/or resignation of any permanent employee from the Board's service under the provision of Section 33 hereof, or after twenty (20) years of service, the Board shall pay to the employee a Severance Gratitude, including all service, calculated according to the following schedule:
 - (a) Fifteen (15) cents per day for each day of service in excess of five (5) years, but not exceeding ten (10) years;
 - (b) Twenty (20) cents per day for each day of service in excess of ten (10) years, but not exceeding twenty (20) years;
 - (c) Twenty-five (25) cents per day for each day of service in excess of twenty (20) years, but not exceeding twenty-five (25) years;

- (d) Thirty (30) cents per day for each day of service in excess of twenty-five (25) years.
- (2) The amount payable to any employee under this Section shall not exceed \$2,000.00.

ARTICLE 30 - COMPENSATION IN CASE OF ACCIDENTS

- (1) The Board agrees that whenever any employee who has been in the Board's service for at least three (3) months, not necessarily continuously, is injured during the course of duties, they shall, for the period during which they receive compensation under *The Workers' Compensation Act*, be entitled to receive their regular net payment of salary on the regular pay days for a period of time up to two (2) full years for permanent employees. If an employee is entitled to receive benefits under the Canada Pension Plan prior to the end of the before mentioned two (2) year period, that employee will cease to be eligible to receive the net payment of wages/salary. The employee shall assign to the Board all compensation cheques issued to them by the Workers' Compensation Board in respect to the compensable period.

The Board will not pay an employee for compensation, for an injury as determined by the Workers' Compensation Board occurring in an accident outside of the employ of the Board. This clause shall be deemed not to apply to employees who have been placed on the Long-Term Disability Benefit Program.

- (2) (a) Any employee who is injured during the performance of their duties shall report the accident and injury immediately to their supervisor who shall ensure that the proper forms are completed for submission to the Workers' Compensation Board and **Deputy Chief of Police**.
- (b) Employees in receipt of Workers' Compensation Benefits for a period of three (3) months continuous or longer shall receive pro-rata adjustments in the following:
 - sick credits
 - vacation
- (c) It shall be the responsibility of the employee while receiving Workers' Compensation Benefits to maintain contact with the **Deputy Chief of Police** and provide further information as may be required from time to time.

ARTICLE 31 - MINUTES OF BOARD OF POLICE COMMISSIONERS

A copy of the minutes of the Board of Police Commissioners **public** meetings may be obtained by the Union upon request.

ARTICLE 32 - RETIREMENTS

Retirements shall be in accordance with the City of Moose Jaw Pension Plan.

ARTICLE 33 - JOB TRAINING

- (1) The Board undertakes that it will inaugurate and maintain a system of "on-the-job training" with the intent and purpose that every employee shall have the opportunity of receiving training and qualifying for promotion, in the event of a vacancy arising, to the position next senior to their own; providing that nothing herein contained shall be construed as obligating the Board to furnish training for any position requiring professional qualifications.
- (2) Where employees are working the EDO work week and the scheduling of a Board's training program conflicts with an employee's EDO, such day off will be rescheduled to a time that is mutually agreeable between the employee and supervisor.
- (3) An employee who attends a Board's mandatory training program on a scheduled day off shall receive another day off at a time mutually agreeable between the employee and the supervisor.
- (4) An employee who attends a Board's voluntary training program on a scheduled day off shall receive time for time for such training.

ARTICLE 34 - PENSION PLAN

- (1) The Pension Plan for the C.U.P.E. employees of the Moose Jaw Board of Police Commissioners shall be that Plan with Sun Life, set forth in The City of Moose Jaw Pension Plan Bylaw 5365 as is amended or substituted from time to time.
- (2) Employees and the employer shall contribute to the pension plan as dictated by the City of Moose Jaw Pension Plan Bylaw 5365, and any amendments thereto.

ARTICLE 35 - VESTED RIGHTS IN PENSION CONTRIBUTIONS ETC., IN CASE OF DEATH IN SERVICE OR INCAPACITATION THROUGH ILL HEALTH

- (1) Whenever an employee dies while in the Board's service, the Board shall pay to the surviving spouse of the employee, or if no spouse survives, then to the Executor or Administrator of the employee's estate, the following:
 - (a) any wages or salary due;
 - (b) any holiday pay due;

- (c) any service pay credits earned;
 - (d) any gratuity for which such employee would have been qualified under Section 18(5) Sick Pay and Sick Pay Benefits had they attained retirement age and retired as of the date of their death.
- (2) Whenever an employee resigns for ill health or injury certified by a Medical Practitioner, to be of such nature or character as to prevent them from properly carrying out their duties, or where they are permitted to resign for any cause which, in the opinion of the Chief of Police, incapacitates them from properly discharging their duties, the provision of subsection (1) hereof shall as necessary apply, except that payments shall be made directly to the employee upon their request.
 - (3) Whenever an employee is terminally ill as defined in Section 3 - Definitions, the provisions of sub-section (1) shall apply and be payable to the employee upon their request.
 - (4) Whenever an employee is laid off, is dismissed, or resigns for cause not covered by subsection (2), the Board shall only pay to the employee the items listed under clauses (1) (a) and (b).
 - (5) Any Pension Plan benefits payable on or after the death of an employee shall be payable to their beneficiary or their legal representative, in accordance with the provisions of the City of Moose Jaw Pension Plan.

ARTICLE 36 - GROUP INSURANCE

- (1) The Board agrees that it will maintain its contribution as required by the Group Insurance Plan and the Accidental Death and Dismemberment Plan entered into and maintained by the City with **Canada** Life and any amendment thereto.
- (2) Every permanent employee shall as a condition of continued employment by the Board become a member of the City's Group Insurance Plan referred to in subsection (1) hereof, at the end of their first six (6) months of employment.
- (3) No employee who has entered the Group Insurance Plan may withdraw without first tendering their resignation from the Board's service.
- (4) Whenever an employee who has entered the Group Insurance Plan is granted leave of absence, the Group Insurance Premium shall be continued provided the employee on leave makes formal application for its continuance indicating their willingness to reimburse the Board for their share. The application must accompany their request for leave of absence.

- (5) Whenever an employee is terminally ill as defined in Section - Definitions, they may apply for the pay out of advance benefits under the Group Insurance Plan.

ARTICLE 37 - TIME OFF FOR VOTING AT ELECTION

The Board agrees to allow each of its employees, to whom this agreement relates, such consecutive hours off for voting at Provincial and Federal Elections as may be required under the Statutes pertaining thereto, without deductions from pay.

For the purpose of Municipal/School Board elections, employees living outside of Moose Jaw may request time off to vote. The request must be made thirty (30) days in advance of the election and is subject to approval by the Chief of Police.

ARTICLE 38 - JURY DUTY

If an employee is required to serve as a juror or subpoenaed in Court as a witness, they shall suffer no loss of pay, provided that any compensation received by the employee for their services shall be submitted by the employee to the Chief of Police immediately upon receipt.

ARTICLE 39 - UNION PLEDGE

The Union agrees that each employee shall faithfully, honestly, and willingly serve the Board to the best of their skill and ability, exercise and lend their best efforts and endeavours in the protection and the promotion of the Board's interests. Failing to do so, an employee may be summarily dismissed.

ARTICLE 40 - INTERPRETATION OF THE AGREEMENT

The Chief of Police, on behalf of the Board, shall interpret this Agreement, act in good faith and shall not evade or alter any of its provisions or its intent. The Union may request and shall receive the Board's interpretations of any sections contained herein. **If any provision herein is determined to be in violation of any applicable legislation, regulations, or bylaws, it is the intent of the parties that, wherever possible, those provisions not be struck in their entirety but be interpreted to only give effect in a manner which is compliant.**

ARTICLE 41 - WORK OF THE BARGAINING UNIT & CONTRACTING OUT

- (1) Board employees whose jobs are not in the bargaining unit shall not work on any jobs included in the bargaining unit, except for purposes of instruction or in emergencies, when regular employees are not available.

- (2) The Union agrees that it is the right of the Board of Police Commissioners to contract out, subject to the following:

No permanent employee shall lose their employment, or suffer a loss in wages/salaries, or suffer a reduction in normal hours of work, as a result of contracting out.

ARTICLE 42 - SAFETY

It is agreed that Safety Regulations are necessary to protect the best interests of employees, and conformance with them shall be a condition of employment with the Board.

ARTICLE 43 - OATH OF SECRECY

The Union agrees that, as a condition of employment employees of the Police Service will take an oath of secrecy. The record of this oath will be retained in the employee's personnel file.

ARTICLE 44 - COMPLAINTS AGAINST MEMBERS

When a complaint about an employee is made by a member of the public that requires investigation the employee shall be notified by the Chief of Police, in writing, within fifteen (15) days and provided with a copy of the complaint.

ARTICLE 45 - EMPLOYEES ACCESS TO PERSONNEL FILE WITHIN THE POLICE SERVICE

Employees of the Police Service may review their personnel file retained within the Police Service once per year in the presence of the person designated for that purpose by the Chief of Police.

ARTICLE 46 - TECHNOLOGICAL CHANGE

(1) **Definition**

The introduction of equipment, material or processes different from that previously used that affects one or more employees:

- (a) the introduction of equipment or material of a different nature or kind than that previously utilized;
- (b) a change in the work, undertaking or business carried on by the employer that is directly related to that equipment or material, including the removal of any part of

the work, undertaking or business.

(2) **Advance Notice**

When the Board is considering the introduction of technological change:

- (a) the Board will notify the Union as far as possible in advance of its intentions and update the information provided as new developments arise and changes are made;
- (b) the foregoing notwithstanding, the Board shall provide the Union, at least one hundred and twenty (120) days before the introduction of a technological change, with a detailed description of the changes it intends to implement, disclosing all foreseeable effects and repercussions on employees.

Notice mentioned in sub-section (2) shall be in writing and shall state:

- (a) the nature of the technological change;
- (b) the date upon which the employer proposes to effect the technological change;
- (c) the number and type of employees likely to be affected by the technological change;
- (d) the effects the change may be expected to have on employees' terms and conditions of employment.

(3) **Consultation**

Technological change shall be introduced only after the Union and the Board have consulted and have reviewed the technological change and the possible effects of the change on employees and the application of provisions of this Collective Agreement. Upon written notice, the Board and the Union may commence collective bargaining for the purpose of revising the existing provisions or including new provisions in this Collective Agreement to assist employees affected by the change.

(4) **Arbitration**

If, as it affects the technological change, the Board and the Union disagree on the application of the Collective Agreement, the matter shall be referred to the arbitration procedure.

(5) **Transfer Arrangements**

An employee whose job is rendered redundant and is displaced from their job as a result of the technological change shall be given an opportunity to fill any vacancy for which

they have the seniority and which they have sufficient qualifications. If there is no vacancy, they shall have the right to displace employees with less seniority, provided they have sufficient qualifications to perform the job.

(6) Training Benefits

Notwithstanding the above, where an employee is not displaced and where new or greater skills are required than are already possessed by affected employees using current technology, the employee shall, at the expense of the Board, be given a reasonable period of time not to exceed six (6) months, during which they may perfect or acquire the skills necessitated by the technological changes.

(7) Additional Training

Subject to the above, should the introduction of a technological change create a need for the perfection or acquisition of skills requiring a training period longer than six (6) months, the additional training time may be provided if it is not economically prohibitive.

(8) New Classifications

All new classifications or positions created as a result of technological change or current job classifications which are changed as a result of technological change shall be automatically included in the bargaining unit unless the Union and the Board mutually agree to exclude them.

If the parties are unable to agree on the classification and/or the rate of pay for the job in question, the issue shall be resolved in accordance with the provisions of Section 28 – Remuneration (Wages).

ARTICLE 47 - JOB SHARING

- (1) Canadian Union of Public Employees, Local 9 and Moose Jaw Board of Police Commissioners jointly affirm that programs that encourage employees to retain their employment with the Moose Jaw Board of Police Commissioners, particularly during the periods of time associated with childbearing/child rearing years, are of mutual benefit.**
- (2) Job sharing provides a systematic method of restructuring full-time work, while retaining the positions as full-time, in order to accommodate the particular needs of employees (these include child care and further education) and provides the organization with an opportunity to retain skilled employees who might otherwise be forced to resign from their jobs.**
- (3) Job sharing is the voluntary sharing of a permanent full-time position in a structured manner by more than one (1) person, one of whom, the Job Owner, is the permanent incumbent of the position. Job sharing requires that one (1) other employee, the Job Share Partner, be**

appointed to backfill the remaining portion of the position. Job sharing is the voluntary reduction by the job owner of their hours of work.

- (4) (a) When a Job Owner wishes to enter into a job share agreement, a written request shall be made to the Union Shop Steward who shall notify the Chief of Police of the request. Job sharing arrangements are subject to the approval of the Chief of Police. Upon approval, the Chief of Police shall then issue a posting for the remaining hours.
- (b) Job sharing arrangements will be for a maximum of twenty-four (24) months and are subject to approved renewal between the three (3) parties. The Chief of Police, by notice to the Union, may cancel the job-sharing arrangement with thirty (30) days' notice. The Job Owner or the Job Share Partner through their Union, may also cancel the job-sharing arrangement with thirty (30) days' notice. The Job Owner shall revert to their full-time position and the Job Share Partner shall revert to their previous position.
- (c) If the Job Owner's employment is terminated, the position shall revert to full-time and be filled in accordance with the Collective Agreement. If the Job Share Partner's employment is terminated or they resign from the job share, the Job Owner must follow the terms of Section 47(4)(a) above to continue the job share.
- (d) Permanent employees who enter into a job share shall retain all benefits accumulated prior to the commencement of the job share arrangements. In addition, all benefits shall continue to accrue, and be expended, on a pro-rata basis for permanent employees involved, such as Group Life, Long Term Disability and Pension, as per the current Collective Agreement.
- (e) The Employer will maintain a normal workload for the job share position and will ensure that duties are shared by job share participants.
- (f) Vacation Leave will be earned and expended on a pro-rata basis (e.g. employees entitled to 120 hours vacation working 50% of work hours for 12 months would receive 60 hours paid vacation leave).

In the absence of the Job Owner or the Job Share Partner due to circumstances such as annual vacation or sick leave, the available partner shall work the regular full-time hours during the absence.

- (g) Sick Leave will be earned and expended on a pro-rata basis (e.g. employees working 50% of work hours for 12 months would earn 10.5 days sick leave).
- (h) Seniority will accrue based on hours worked.
- (i) Increments, where applicable, will be earned on a pro-rata basis.

- (j) Legal Holiday entitlement and pay shall be earned on a pro-rata basis in relation to full-time hours of the shared position and paid as required under Section 14 Legal Holiday of the Collective Agreement.
- (k) Group Insurance and Pension premiums and contributions shall be paid by the employee and the Board of Police Commissioners on a pro-rata basis as per the Collective Agreement and the respective coverage shall be on a pro-rata basis. Employees shall be allowed to contribute the percentage of gross salary, matched by the Board of Police Commissioners, to their pension plan as set out in the City of Moose Jaw Pension Plan. Employees who are eligible to contribute to the Pension Plan may make additional voluntary contributions.
- (l) For the purposes of filling additional shifts unrelated to the job share arrangement, the Job Owner shall only be called as a last resort if no other less than full-time employee can accept the shift.

ARTICLE 48 - GENERAL CONDITIONS

- (1) **Employees in the building caretaker position will be provided with the following:**
 - (a) **PPE, coveralls, and gloves as required by their work; and**
 - (b) **If the employee is required to wear safety boots on a daily basis, the Employer will provide the employee with an annual one hundred ninety (\$190.00) boot allowance payable upon receipt of the employee's proof of purchase.**
- (2) **Uniforms**
 - (a) Employees will be provided with a uniform, upon their request, and replacement as needed.
 - (b) The nature of the uniform shall, from time to time and as required, be determined by a joint Union/Management Clothing Committee.
 - (c) Employees may request to be provided with a uniform as per (a) above. Once an employee receives a uniform, they will be required to wear the uniform while they are employed by the Board.
 - (d) Dry-cleaning of issued uniform articles, excluding shirts, will be provided at a contracted service provider, on an as required basis.

ARTICLE 49 - EXTENDED HEALTH AND DENTAL BENEFITS

- (a) An employee terminating employment prior to December 31st of any year shall have the amount of the Health Benefits Payment pro-rated for the period of the year during which they

were employed, and the overpayment amount recovered from their final payroll.

- (b) For the purposes of this section “annual basic salary” is defined as, and calculated to be, the step of the job group of the monthly salary set out in Schedule I which is being paid to the employee in their bulletined position x 12 (twelve).
- (c) No adjustments will be made to the Health Benefits Payment during the year to reconcile any increase or decrease in an employee’s salary due to increments, promotion, demotion, temporary assignments or an unpaid leave of absence, if the leave is less than six (6) months in duration.
- (d) The Board of Police Commissioners agrees to continue to provide City-administered benefit plan that includes extended health and dental benefits as well as prescription drug coverage at a minimum 80% reimbursement rate with no deductibles and major dental coverage of a minimum 50% reimbursement rate with no deductibles.
- (e) Employees of the Moose Jaw Board of Police Commissioners will be part of a City of Moose Jaw initiated Request for Proposals (RFP).
- (f) In the event premium costs escalate, the Board of Police Commissioners and the City shall meet with the Union prior to reducing benefits to review options for maintaining coverage levels. The City shall conduct an annual review of costs versus benefit coverage. The review shall include discussions with the Union.
- (g) The Board will contribute to the City plan at a rate of 2.75% of the previous year’s in-scope regular wages/salary. The Board shall not be responsible for any additional costs.

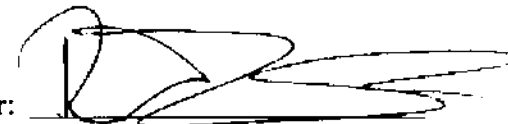
ARTICLE 50 - FORMER AGREEMENTS TERMINATED

This Agreement shall supersede all other Agreements heretofore entered into between the Parties hereto.

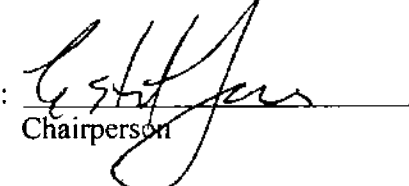
IN WITNESS WHEREOF each of the Parties hereto has caused these presents to be executed in its Corporate name, and its Corporate Seal to be affixed under the hands of its proper officers in that behalf, the day and date first above written.

**LOCAL NUMBER 9, CUPE OF
MOOSE JAW, SASKATCHEWAN**

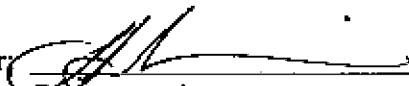
Per: 
President

Per: 
Executive At Large

**THE BOARD OF POLICE
COMMISSIONERS OF THE
CITY OF MOOSE JAW**

Per: 
Chairperson

CANADIAN UNION OF PUBLIC EMPLOYEES

Per: 
Representative

DATED: July 10th, 2024

CB/TS/mg cope491

SCHEDULE I
January 1, 2021
Monthly Salary Schedule

MONTHLY – 36.25 HOURS PER WEEK

		1.8%					
<u>Job Group</u>	<u>Position</u>	<u>Min</u>	<u>2nd</u>	<u>3rd</u>	<u>4th</u>	<u>5th</u>	<u>Max</u>
5	Administrative Assistant	3910	4006	4111	4195	4299	4473
Communication Centre Coordinator	Communication Centre Coordinator	6229					
Victim Services Coordinator	**Victim Services Coordinator	6229					

MONTHLY – 40 HOURS PER WEEK

		1.8%					
<u>Job Group</u>	<u>Position</u>	<u>Min</u>	<u>2nd</u>	<u>3rd</u>	<u>4th</u>	<u>5th</u>	<u>Max</u>
5	Building Caretaker	4219	4314	4426	4524	4634	4805
7	*Communication Officer	4426	4524	4634	4805	4939	5029

SCHEDULE I

January 1, 2021

Hourly Salary Schedule

HOURLY – 36.25 HOURS PER WEEK

1.8%

<u>Job Group</u>	<u>Position</u>	<u>Min</u>	<u>2nd</u>	<u>3rd</u>	<u>4th</u>	<u>5th</u>	<u>Max</u>
5	Administrative Assistant	24.89	25.50	26.17	26.71	27.37	28.48
Communication Centre Coordinator	Communication Centre Coordinator	39.65					
Victim Services Coordinator	**Victim Services Coordinator	39.65					

HOURLY – 40 HOURS PER WEEK

1.8%

<u>Job Group</u>	<u>Position</u>	<u>Min</u>	<u>2nd</u>	<u>3rd</u>	<u>4th</u>	<u>5th</u>	<u>Max</u>
5	Building Caretaker	24.34	24.89	25.53	26.10	26.73	27.72
7	*Communication Officer	25.53	26.10	26.73	27.72	28.49	29.01

SCHEDULE I
January 1, 2022
Monthly Salary Schedule

MONTHLY – 36.25 HOURS PER WEEK

		1.95%					
<u>Job Group</u>	<u>Position</u>	<u>Min</u>	<u>2nd</u>	<u>3rd</u>	<u>4th</u>	<u>5th</u>	<u>Max</u>
5	Administrative Assistant	3986	4084	4191	4277	4383	4560
Communication Centre Coordinator	Communication Centre Coordinator	6350					
Victim Services Coordinator	**Victim Services Coordinator	6350					

MONTHLY – 40 HOURS PER WEEK

		1.95%					
<u>Job Group</u>	<u>Position</u>	<u>Min</u>	<u>2nd</u>	<u>3rd</u>	<u>4th</u>	<u>5th</u>	<u>Max</u>
5	Building Caretaker	4301	4398	4512	4612	4724	4899
7	*Communication Officer	4512	4612	4724	4899	5035	5127

SCHEDULE I
January 1, 2022
Hourly Salary Schedule

HOURLY – 36.25 HOURS PER WEEK

		1.95%					
<u>Job Group</u>	<u>Position</u>	<u>Min</u>	<u>2nd</u>	<u>3rd</u>	<u>4th</u>	<u>5th</u>	<u>Max</u>
5	Administrative Assistant	25.38	26.00	26.68	27.23	27.90	29.03
Communication Centre Coordinator	Communication Centre Coordinator	40.42					
Victim Services Coordinator	**Victim Services Coordinator	40.42					

HOURLY – 40 HOURS PER WEEK

		1.95%					
<u>Job Group</u>	<u>Position</u>	<u>Min</u>	<u>2nd</u>	<u>3rd</u>	<u>4th</u>	<u>5th</u>	<u>Max</u>
5	Building Caretaker	24.81	25.37	26.03	26.61	27.25	28.26
7	*Communication Officer	26.03	26.61	27.25	28.26	29.05	29.58

SCHEDULE I
January 1, 2023
Monthly Salary Schedule

MONTHLY – 36.25 HOURS PER WEEK

		2.25%					
<u>Job Group</u>	<u>Position</u>	<u>Min</u>	<u>2nd</u>	<u>3rd</u>	<u>4th</u>	<u>5th</u>	<u>Max</u>
5	Administrative Assistant	4076	4176	4285	4373	4482	4663
Communication Centre Coordinator	Communication Centre Coordinator	6493					
Victim Services Coordinator	**Victim Services Coordinator	6493					

MONTHLY – 40 HOURS PER WEEK

		2.25%					
<u>Job Group</u>	<u>Position</u>	<u>Min</u>	<u>2nd</u>	<u>3rd</u>	<u>4th</u>	<u>5th</u>	<u>Max</u>
5	Building Caretaker	4398	4497	4614	4716	4830	5009
7	*Communication Officer	4614	4716	4830	5009	5148	5242

SCHEDULE I
January 1, 2023
Hourly Salary Schedule

HOURLY – 36.25 HOURS PER WEEK

		2.25%					
<u>Job Group</u>	<u>Position</u>	<u>Min</u>	<u>2nd</u>	<u>3rd</u>	<u>4th</u>	<u>5th</u>	<u>Max</u>
5	Administrative Assistant	25.95	26.58	27.28	27.84	28.53	29.68
Communication Centre Coordinator	Communication Centre Coordinator	41.33					
Victim Services Coordinator	**Victim Services Coordinator	41.33					

HOURLY – 40 HOURS PER WEEK

		2.25%					
<u>Job Group</u>	<u>Position</u>	<u>Min</u>	<u>2nd</u>	<u>3rd</u>	<u>4th</u>	<u>5th</u>	<u>Max</u>
5	Building Caretaker	25.37	25.94	26.62	27.21	27.87	28.90
7	*Communication Officer	26.62	27.21	27.87	28.90	29.70	30.24

*Communications Officer ceased to be in the scope of this agreement on February 1, 2023.

**Victim Services Coordinator ceased to be in the scope of this agreement on date of signing this collective agreement.

LETTER OF UNDERSTANDING #2023-01

Between the

BOARD OF POLICE COMMISSIONERS OF THE CITY OF MOOSE JAW

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 9-02

RE: Job Hours of Building Caretakers

The board agrees to provide a trial period of an EDO work week-based week for the position of the building caretaker to end December 31, 2024, in order to assess whether it will result in any unanticipated financial impacts. If no impacts are identified, this work schedule will be adopted. If financial impacts are identified, the union will be notified prior to expiry of this letter of understanding.

Averaging period shall only apply to building caretakers working primarily daytime hours of approximately eight (8) hours per day. It is agreed that some fluctuation in daily hours may occur. Regular hours of work shall be eighty (80) hours in a two (2) week period.

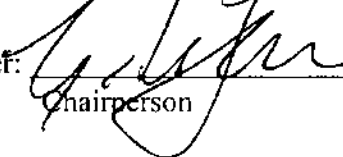
- (a) Daily hours of work shall be unregulated within any one (1) working day or series of working days, which may include variable start times on a daily basis, at the discretion of the employee based on work needs.
- (b) All hours between 0600 and 1600 shall be considered core hours, and the employee shall schedule themselves between these hours unless prior approval is obtained to do otherwise. The employee normally will be granted two (2) consecutive days off per week, and where work permits, these normally will be Saturday and Sunday.
- (c) Overtime shall be paid for all time worked in excess of eighty (80) hours in a two (2) week period.
- (d) That notwithstanding, where any of the holidays fall on employee's normal day of rest, the next normal working day following shall be taken as the holiday. If any two consecutive holidays fall on an employee's normal days of rest, the next two normal working days shall be taken as the holidays.

Dated at Moose Jaw, Saskatchewan this 10 day of July, 2024.

CUPE Local 9 of
Moose Jaw, Saskatchewan

The Board of Police Commissioners
of the City of Moose Jaw

Per: 
President

Per: 
Chairperson

Per: 
Executive at Large

