

AGREEMENT

between

REGINA POLICE ASSOCIATION, INC.

- and -

BOARD OF POLICE COMMISSIONERS

OF THE CORPORATION OF

THE CITY OF REGINA

JANUARY 1, 1999 - DECEMBER 31, 2001

RECEIVED
AUG 25 2000

REGINA POLICE: ASSOCIATION, INC. – 1999/2000/2001 AGREEMENT

INDEX

<u>SUBJECT</u>	<u>ARTICLE NO.</u>	<u>PAGE</u>
Absence on Holidays	14(5)	9
Accumulated Time	Schedule A: 20	31
Allocation of Positions	Schedule B: 13	41
Allowances	Schedule A: 15	24
Annual Leave and Accumulated Time Schedule	Schedule A: 19	28
Association Security	4	2
Automation	Schedule B: 18	42
Casual Employees	1(f)	1
Check Off	5	2
Classification of Positions	Schedule B: 11	41
Classification and Ranking	27	12
Cleaning Allowance	Schedule A: 15(c)	24
	Schedule B: 7(b)	36
Clothing Allowance	Schedule A: 15(a)	24
Collective Agreement Printing	32	13
Committees to be Heard	19	11
Compassionate Leave	7(d)	3
Complaints Against Members	Schedule A: 10	21
Compressed Work Week	Schedule C	46
Constitution and Bylaws	22	11
Damage to Personal Property or Clothing	24	11
Death and Disablement Benefits	12	6
Dental Plan	26	12
Differential Pay	Schedule A: 14(d)	24
	Schedule B: 15	42
Dog Handlers	Schedule A: 15(f)	25
Duties Outside of City Limits	Schedule A: 13	21
Effective Date	33	13
Employees Performing Superior Duties	Schedule A: 6	17
	Schedule B: 4	34
Employees' Responsibilities	20	11
Engagement of Experienced Police Personnel	Schedule A: 12	21
Executive Members Attending Meetings	25	11
Fireman's Certificate	Schedule B: 16	42
General Increases	10	5
Grievances and Disputes	8	4
Group Insurance	17	10
Holidays	14	8
Holidays Held on Off Days	14(4)	9
Hours of Work	Schedule A: 9	19
	Schedule B: 6	35
Indemnification	Schedule A: 8	18
In-Hiring Rates of Pay	Schedule B: 12	41
Interpretation	1	1
Interpretation of Contractual Items	29	12
Joint Council	Schedule B: 14	42
Jury Duty	Schedule B: 17	42
Leave of Absence	7	3
Letter of Intent:		
Leave for Medical Appointments		51
Association Membership on Boards and Committees		51
Human Resource Development Committee		51
Training Program – C.I.D.		51
Clothing Issue		52
Shifting		52
Schedule "B" - Hours of Work		52
Long Term Disability Plan		52

<u>SUBJECT</u>	<u>ARTICLE NO.</u>	<u>PAGE</u>
Article 8 – Grievances and Disputes .....	.....	52
N.C.O. Promotion Plan .....	.....	52
Sick Leave .....	.....	52
Scope .....	.....	52
<i>Letter of Understanding:</i>		
Clothing Issue .....	.....	57
Marriage Leave	7(e)	4
Maternity, Paternity and Adoption Leave	7(c)	3
Medical Surcharge	31	13
<i>Memorandum of Agreement:</i>		
Sergeant & Corporal Rank Establishment .....	.....	53
Ten Hour Shifting .....	.....	54
Twelve Hour Shifting .....	.....	56
Merit Increases	Schedule A: 7	18
	Schedule B: 5	34
N.C.O. Promotion Plan	Schedule A: 3	14
Notice Boards	22(c)	11
Observance of Holidays	14(2)	9
Operator's License Surcharge	Schedule A: 8(d)	19
Overtime	Schedule A: 16	25
	Schedule B: 8	36
Parking	30	12
Pay	Schedule A: 14	22
	Schedule B: 20	43
Payment of Wages	16	10
Pension Plan	15	10
Permanent Employees	1(e)	1
Preferred Positions	Schedule A: 4	17
Pressing Necessity	7(f)	4
Recognition	3	2
Reduction in Staff	Schedule A: 1	14
	Schedule B: 1	32
Re-engagement Benefits	Schedule B: 3(d)	34
Re-engagement Policy	Schedule A: 11	21
Regina Police Superannuation and Benefit Plan	Schedule D	49
Residence	28	12
Resolutions of the Board	21	1:1
Safety and Health	11	5
Schedules to Govern	18	10
Scope	2	2
Seniority	Schedule A: 5	17
	Schedule B: 3	33
Service Pay	Schedule A: 14(b)	24
Sick Leave	Schedule A: 17	27
	Schedule B: 9	38
Strikes and Lockouts	6	2
Suspension and Dismissal	9(b)	5
Termination of Service	9	5
Time Off for Voting	23	11
Tool Replacement Allowance	Schedule B: 19	42
Twelve (12) Hour Shifts	Schedule A: 9(b)(iii)	19
Uniforms	Schedule A: 15(d)	24
	Schedule B: 7	36
Vacancies and New Appointments	Schedule A: 2	14
Vacancies and New Positions	Schedule B: 2	33
Vacations	Schedule A: 18	28
	Schedule B: 10	40
Work on Christmas and New Year's Eve	14(6)	10
Work on Holidays	14(3)	9
Workers' Compensation Supplement	13	8

THIS AGREEMENT made in duplicate this 10th day of August, A.D. 2000

BETWEEN:

THE REGINA POLICE ASSOCIATION, INC.
(hereinafter called the "Association")

OF THE FIRST PART

AND

THE BOARD OF POLICE COMMISSIONERS
OF THE CORPORATION OF THE CITY OF REGINA
(hereinafter called the "Board")

OF THE SECOND PART

PREAMBLE:

WHEREAS it is the desire of both parties to this Agreement to maintain the existing harmonious relations between the Board and the members of the Association, to promote cooperation and understanding between the Board and its employees, to recognize the mutual value of joint discussions and negotiations in all matters pertaining to discipline and to working conditions, hours of work, and scale of wages, to encourage economy of operation and elimination of waste, and to promote the morale, well-being and security of all the employees in the bargaining unit represented by the Association.

NOW THEREFORE to effectuate the foregoing the parties hereto hereby mutually covenant and agree as follows:

ARTICLE 1 - INTERPRETATION

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

- (a) "Association" means the Regina Police Association, Inc., duly certified by the Labour Relations Board under the Trade Union Act and amendments thereto, as the trade union to bargain collectively for the employees of the Regina Police Service included in the appropriate unit of employees described in the said Certification Order, as amended.
- (b) "Board" means the Board of Police Commissioners of the City of Regina (as constituted by The Police Act 1990 and amendments thereto).
- (c) "Chief of Police" or "Chief" means the Executive Head of the Regina Police Service, or the Senior Officer Acting as Executive Head for the time being.
- (d) "City" means the Corporation of the City of Regina.
- (e) "Permanent Employee" shall mean an employee heretofore or hereafter appointed to work of a permanent nature on the recommendation of the Chief of Police, such appointment having been confirmed by the Board of Police Commissioners. All employees appointed to the permanent staff shall be subject to a twelve (12) month period of probation.
- (f) "Casual Employee" shall mean a civilian employee who is employed in casual work or is performing work of a permanent nature, but for bona fide reasons or cause cannot in the best interest of the Board be placed on permanent staff.
- (g) "Service" means the Regina Police Service.
- (h) "Overtime" shall, except as otherwise provided herein, have the meaning given in the Statutes of the Province of Saskatchewan and Regulations thereunder and all such overtime shall be paid for at the specified overtime rate within the next pay period, following application by the employee on the prescribed form and the approval of the Chief of Police.
- (i) "Hours of Work" shall be governed by the Laws of the Province of Saskatchewan and the Regulations thereunder except where by agreement such hours of work respecting certain classes of employees may be less than, are prescribed by the said Statutes or Regulations.
- (j) "Masculine and Feminine Gender. The words "he", "his", or "him" where used herein shall be construed as including or referring to a person of a feminine gender, where the facts or context so require.
- (k) "Member" and "Employee" means any member of the Regina Police Association, Inc.
- (l) "Shift;" means the daily work period of an employee who works in relay with other employees on a fixed or rotational basis.
- (m) "Special Duties" means and includes any police duty performed for any party or organization other than the Service.

- (n) "Court" shall mean any Federal, Provincial, Municipal or tribunal acting in a judicial or quasi-judicial capacity and shall include Service and Police Commission inquiries or hearings and prosecutor interviews, Board of Arbitration, when subpoenaed by the Board.
- (o) "Call Out" means and includes any duty for the Service outside of regular working hours not consecutive with the regular shift where the employee is called out after having left the job but does not include "special duties".

ARTICLE 2 - SCOPE

This Agreement shall apply to all employees employed by the Board of Police Commissioners in the Service except as excluded pursuant to the current effective order of the Saskatchewan Labour Relations Board.

The following positions have been excluded by agreement:

- + Chief of Police
- + Deputy Chief of Police
- + EXECUTIVE DIRECTOR
- + Secretary to Chief of Police
- + Administrative Support Secretary
- + Communications Manager
- + Financial Resources Manager
- + Human Resources Manager
- + Human Resources Officer
- + Human Resource Secretary III
- + HUMAN RESOURCE SECRETARY I
- + Information Services Manager
- + Records Manager
- + Supply and Services Manager
- + All other employees of the Service who are appropriately members of the unit certified by the Regina City Police Senior Officers' Association

ARTICLE 3 - RECOGNITION

The Board recognizes and acknowledges the Association as the authorized collective bargaining agent of the employees who are or may in the future work in any of the positions classified in this Agreement, and the Board hereby consents and agrees to negotiate with the Association or with representatives elected or appointed by the Association in any and all matters within the ambit or scope of this Agreement or any matter involving the interpretation of it.

ARTICLE 4 - ASSOCIATION SECURITY

It is hereby agreed that every employee who is now or who may hereafter become a member of the Association shall maintain his/her membership in the Association as a condition of his/her employment. Every new employee shall, upon commencement of his/her employment, apply for and maintain his/her membership in the Association as a condition of his/her employment.

No employee shall in anyway be discriminated against with respect to his/her employment by reason of his/her activity in pursuit of the object of the Association. In particular, notations concerning such activity shall not be made upon the personal record of any employees, unless such activity clearly and directly interferes with an employee's duties in which case the employee affected and, with the approval of the employee, the Association shall be given a copy of such notation.

It shall devolve upon the Association to notify the Chief of any employee who has failed to join the Association in accordance with the terms of this Agreement.

ARTICLE 5 - CHECK OFF

It is hereby agreed that when an employee so requests, in writing, the Board will check off or deduct or cause to be deducted from such employee's salary, the sum or amount required for the payment of such employee's Association dues, fees or assessments and remit the amount so deducted or checked off to the Treasurer of the Association, such remittance to be made on or before the fourteenth (14th) day following such deduction. In every other respect, Section 32 of the Trade Union Act and amendments thereto shall apply.

ARTICLE 6 - STRIKES AND LOCKOUTS

The Association agrees that it will not declare, authorize, condone or participate in a strike during the term of this Agreement. If such a strike should occur, the Association agrees to immediately take all reasonable steps

to bring it to an end. The Board agrees that it will not declare, authorize, condone or participate in a lockout during the term of this Agreement.

ARTICLE 7 - LEAVE OF ABSENCE

- (a) Any employee desiring leave of absence without pay may be granted such leave insofar as the regular operation of the Service will permit; providing reasonable notice is given, in writing, to the Chief of Police. Such leave of absence shall not exceed what, in the opinion of the Chief of Police, is a reasonable period of time.
- (b) (i) In case any members of the Association are appointed delegates to attend conventions in connection with Association affairs, they shall, provided they have given reasonable notice, in writing, to the Chief of Police, be granted leave of absence without pay to attend same. It being understood, such leave of absence shall be mutually agreed by the Chief of Police and the Association.
- (ii) Notwithstanding sub-clause (i) hereof a maximum of three (3) members of the Association who are appointed delegates to attend conventions in connection with Association affairs, shall, provided they have given reasonable notice, in writing, to the Chief of Police, be granted leave of absence with pay to attend same.
- (iii) The Association may from time to time request that one (1) member be placed on leave of absence for a one (1) year period and/or two (2) members be placed on leave of absence for up to three (3) months for the purpose of attending to the business of the Association. Such leave will be without pay and shall be granted with due regard for the exigencies of the Service. To ensure such members shall suffer no loss of regular earnings and fringe benefits and shall maintain seniority, the Board shall pay the members' regular salary on a straight or regular relief basis. The Board shall be entitled to invoice the Association on a quarterly basis, for the regular earnings of the members on such leave.
- (c) Maternity, Paternity and Adoption Leave
- (1) Subject to clauses (2) to (5) hereof, every employee shall be entitled to maternity, paternity or adoption leave in accordance with the provisions of the Labour Standards Act of the Province of Saskatchewan and amendments thereto.
- (2) (a) Every employee at the date upon which he/she proceeds on maternity, paternity or adoption leave, as the case may be, shall receive payment in respect of all accumulated vacation credits.
- (b) Notwithstanding the provisions of subsection (a) hereof, the employee may request, in writing, that all accumulated vacation credits be carried forward for use upon return to work.
- (3) Every employee returning to work shall resume work with no loss of seniority, rate of wages or benefits accrued to the commencement of the maternity, paternity or adoption leave.
- (4) Notwithstanding anything contained within this Agreement, any employee on maternity, paternity or adoption leave shall not accumulate nor be credited with sick leave or vacation credits during such leave.
- (5) For the purpose of this clause, maternity, paternity or adoption leave shall mean twenty-seven (27) weeks' leave of absence without pay provided that an employee has at least six (6) months' service, is on maternity leave in the course of employment and is eligible for employment insurance benefits pursuant to the Employment Insurance Act (Canada):
- (a) the Board shall pay seventy-five percent (75%) of the employee's regular salary for the first two (2) week period; and
- (b) the Board shall pay the difference between the employment insurance benefits and seventy-five percent (75%) of the employee's regular rate of pay for up to a maximum of fifteen (15) additional weeks.
- (c) all other maternity leave contained in this clause shall be a leave of absence without pay.
- (d) Compassionate Leave
- Employees shall, at their choice, be entitled to a maximum of three (3) days compassionate leave with pay for a death in the immediate family, provided the relationship between the decedent and the employee is that of spouse, child, father, mother, brother, sister, grandparent, grandchild or

equivalent “in-law” or “step” relationship. Additional leave with pay exceeding three (3) days may be granted when deemed necessary with approval of the Chief of Police. Leave shall be taken within seven (7) days after notification of death.

(e) Marriage Leave

- (i) Employees shall be entitled to a minimum of three (3) days leave with pay for the purpose of marriage. Additional leave with pay exceeding three (3) days may be granted by the Chief of Police. Leave shall be taken within the 10 day period before and/or after the marriage date.
- (ii) Upon two (2) weeks’ prior notice to the Watch Commander or supervisor, an employee shall be entitled to court time leave for the day of the marriage of the employee’s father, mother, child or grandchild, or equivalent “in-law” or “step” relationship, provided such employee has sufficient time in his/her court time bank.

(f) Pressing Necessity

Leave for pressing necessity is permission to be absent from work, with pay, that may be granted to an employee in order to allow the employee to deal with an unforeseen or emergency situation, usually of a personal nature.

ARTICLE 8 - GRIEVANCES AND DISPUTES

The provisions of this Article are not intended to be utilized in any circumstances where the provisions of the Saskatchewan Police Act and Regulations thereunder apply.

- (a) When an employee has a grievance, he/she shall, within seven (7) consecutive working days following the act or omission giving rise to such grievance, state his/her grievance, in writing, addressed to the Association and shall thereafter be heard by a Committee of the Association. The Association shall thereupon and thereafter have the right to interview and obtain information pertaining to the grievance from any employee or any other persons believed to have knowledge of the grievance.
- (b) The Association, shall within seven (7) consecutive working days after receipt of the grievance, have the right to make submissions to the Chief of Police. In making application for a hearing, the Association shall outline, in writing, the matter complained of. The hearing shall be held within seven (7) consecutive working days of the application being made, and the Association may have the employee(s) concerned present at the hearing. The Chief of Police shall, within seven (7) consecutive working days following the hearing, give his/her decision and reasons, in writing, to the Association.
- (c) The Association shall have the right to appeal the decision of the Chief of Police to the Board of Police Commissioners. In so doing, the Association shall file with the Board a written statement of the claims along with reasons of the Chief of Police shall be submitted with the statement of the claim. The appeal shall be filed with the Board within seven (7) consecutive working days following receipt of the decision of the Chief of Police.
- (d) The Board shall hear the appeal within twenty (20) consecutive working days after it has been filed with them and shall give their decision within seven (7) consecutive working days after the conclusion of the hearing.
- (e) Any grievance, which is not settled by the procedures set forth, may be referred to a Board of Arbitration by either party to this Agreement. Application for the establishment of a Board of Arbitration must be made by either party within thirty (30) calendar days of the date the decision of the Board of Police Commissioners is rendered.
- (f) When either party requests that a grievance be submitted to a Board of Arbitration, the request shall be made by registered mail or hand-delivered to the other party of the Agreement. Subject to clause (g), the Arbitration Board shall be comprised of a single arbitrator to be chosen in normal rotation from the following list of arbitrators:

MR. ROBERT PELTON

MR. TOM WAKELING, SR.

- (g) When either party requests that a grievance be submitted to a three person Board of Arbitration, the request shall:
 - (i) be made to the other party within seven (7) consecutive days of the submission to arbitration,
 - (ii) be made by registered mail or hand-delivered to the other party of the Agreement, and
 - (iii) indicate the name of that party’s nominee on the Arbitration Board,

within seven (7) consecutive working days thereafter, the other party shall answer by registered mail or hand-delivered, indicating the name and address of its appointee to the Arbitration Board. The Chairperson of the Arbitration Board shall be selected in the ordinary rotation from the list set forth in clause (f) hereof.

- (h) The Board may determine its own procedure, but shall give full opportunity to all parties to present evidence and make representation to the Board. It shall hear and determine the difference of allegation and render a decision within seven (7) consecutive working days from the time the Chairperson is appointed.
- (i) The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final and binding and enforceable on all parties, but in no event shall the Board of Arbitration have the power to change this agreement or to alter, modify or amend its provisions.
- (j) Should the parties disagree as to the meaning of the decision, either party may apply to the Chairperson of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do within seven (7) consecutive working days.
- (k) When either party applies for the establishment of a Board of Arbitration, each party shall pay the fees and expenses of their own nominee and shall each pay one-half of the cost of the fees and expenses of the Chairperson.
- (l) The Board making the final decision shall determine the financial or other arrangements to be made in the case of any suspension, dismissal or demotion.
- (m) This section shall, at all times, be subject to the provisions of the Laws of the Province of Saskatchewan and regulations thereunder and not in any sense, be in derogation of the rights of the respective parties hereto under the said Law.
- (n) All number of days mentioned in this section shall not include Saturdays, Sundays and Holidays.

ARTICLE 9 - TERMINATION OF SERVICE

- (a)
 - (i) Notwithstanding the times at which or the manner in which an employee is paid, every permanent employee shall be entitled, and subject to Article eight (8) hereof, to receive two (2) weeks' written notice that his/her services are no longer required and, in turn, each employee shall be required to give two (2) weeks written notice of his/her intention to terminate his/her employment with the Board.
 - (ii) Notwithstanding sub-clause (i) hereof, on retirement, every employee shall give the Board not less than thirty (30) days' written notice.
- (b) Where, in the opinion of the Chief of Police, the conduct of a civilian employee is such as to warrant dismissal, the civilian employee shall not be dismissed but shall be suspended pending such dismissal and the suspension shall be confirmed, in writing. Immediately following such suspension, the Chief of Police shall notify the Association and the Board of Police Commissioners, outlining, in writing, the reasons for the suspension and pending dismissal. The Association shall, upon receipt of such notice, have the right to appeal to the Board against the suspension and pending dismissal, in accordance with, the procedures set forth in Article (8) of this Agreement.
- (c) In the event that the Regina City Council should decide to replace the existing Service with the R.C.M.P. or any other law enforcement agency, the members of this Association shall be entitled to receive one (1) full year's notice of the effective date of the take over. Under these circumstances, any member of the Association who wishes to terminate his/her service with the Service prior to the date of take over shall provide the Board of Police Commissioners with three (3) months' notice of his/her intention to do so.

ARTICLE 10 - GENERAL INCREASES

In addition to any salary increases which may be forthcoming by virtue of Schedule "A", Clause (7) and Schedule "B", Clause (5) hereof, general increases shall be forthcoming to all persons covered by this Agreement as determined by the Board and the Association.

ARTICLE 11 - SAFETY AND HEALTH

- (a) The Board shall observe all reasonable precautions and provide all safety devices or appliances, that may be reasonably required for the ample protection of employees in the performance of their duties. All employees shall cooperate with the Board in the prevention of accidents and will from time to

time, as occasion requires, make such representations to the Health and Safety Committee or Chief of Police as to the prevention of accidents as may be considered necessary.

- (b) The Board shall ensure that all new employees appointed to the Health and Safety Committee who have not previously attended a course of instruction as required under the Occupational Health and general regulations, will be provided with such course of instruction as soon as is reasonably possible following their appointment to the Safety Committee.

ARTICLE 12- DEATH AND DISABLEMENT BENEFITS

For the purpose of this Article, the following definitions shall apply:

- + "Salary" shall mean the basic rates of pay as from time to time set forth in the Schedules forming part of this Agreement and where the Schedules set forth pay ranges, it shall refer to the step in the range enjoyed by the employee at the time of death or disability.
- + "Dependent Child" of an employee means an unmarried child who is less than eighteen (18) years of age or is eighteen (18) or more years of age but less than twenty-five (25) years of age and is in full time attendance at a school or university having been in school continuously since the latter of the time he/she reached the age of eighteen (18) or the employee died, or is eighteen (18) or more years of age and is disabled, having been continuously disabled since the time he/she reached the age of eighteen (18) or the employee died, whichever is later.
- + "Death" means death resulting directly from an employee's duties and employment in the Service.
- + "Disability or disablement" means a physical condition resulting directly from an employee's duties and employment in the Service which the Board on the basis of medical evidence submitted to it considers to be so severe that the employee is unable to perform his/her own duties or the duties of any other position within the jurisdiction of his/her respective schedule contained in this agreement for which he/she is reasonably well qualified by education, training and experience.

(A) Death Benefits

- (1) (a) In the event of the death of a permanent employee, the Board shall guarantee to the spouse and dependent children an amount equal to the amount of the monthly salary such employee would have received if living and continuing in the employ of the Board in the same or equivalent classification and step in the range in which he/she was employed at the time of his/her death.
- (b) In the event of the subsequent death of the spouse, the benefit shall, continue to be payable, effective the first day of the month following the death of the spouse, at the rate of twenty (20) percent of the gross applicable monthly salary for each dependent child with the maximum benefit payable under this provision not to exceed eighty (80) percent of the gross applicable monthly salary.
- (c) In the event of the death of a permanent employee leaving no spouse, but a dependent child or children, the benefit shall be payable effective immediately, at the rate of twenty (20) percent of the gross applicable monthly salary for each dependent child with the maximum benefit payable under this provision not to exceed eighty (80) percent of the gross applicable monthly salary.
- (2) In calculating the amount to be paid by the Board in any month the following items may be deducted from the salary from time to time in effect:
 - (a) Any taxes or other deductions required by law.
 - (b) The amount of any pension, annuity or insurance settlement not personally contracted for by such deceased employee, his/her spouse or dependent children otherwise than by virtue of the employment of such employee. Such deductible amounts shall include but not be specifically limited to any benefits paid by the Workers' Compensation Board, the City of Regina, the Canada Pension Plan, the Criminal Injuries Compensation Board or a claim or suit in tort made against any person in respect of the death of such employee. In the event the foregoing benefits take the form of a lump sum settlement rather than a monthly allowance, such amounts shall be spread over a ten (10) year period to determine the monthly amount deductible. With the exception of proceeding with litigation, it shall be the responsibility of the employee's estate to apply for every benefit available before taking advantage of the provisions of this clause.
- (3) The Board's liability hereunder shall continue:

- (a) In the event of the death of an employee leaving no spouse but a dependent child or children until they cease to be considered dependents under the definition herein before set forth in this Article.
 - (b) In no event beyond the date at which such deceased employee would have been entitled to full and compulsory pension retirement from the Service had his/her death not occurred.
 - (4) In the event a spouse abandons or deserts any dependent children, the Board shall have the right to direct that any payment forthcoming, by virtue of these provisions, shall be paid to the benefit of such children.
 - (5) Notwithstanding any of the foregoing, the Board shall not be liable hereunder with respect to the death of any employee which shall occur.
 - (a) Where death is due to suicide, unless suicide occurs after two (2) years of continuous employment and results directly from his/her duties and employment in the Service; or
 - (b) Unless death is a direct result of an accident related to his/her duties and employment in the Service; or
 - (c) Unless death is a direct result of an illness contracted by reason of his/her duties and employment in the Service.
- (B) Disablement Benefits
- (1) In the event a permanent employee becomes disabled and is unable to perform his/her duties as an employee of the Board, within the jurisdiction of this Agreement, upon application by the employee, or in the event he/she is disabled to the extent he/she is unable to do so, by the spouse, or where there is no spouse, the Chief of Police, the Board shall guarantee that he/she receive his/her full salary.
 - (2) In calculating the amount to be paid by the Board in any month, the following items may be deducted from the salary from time to time in effect:
 - (a) Any taxes, or other deductions required by law.
 - (b) The amount of any pension or annuity not personally contracted for by such employee, his/her spouse or dependent children otherwise than by virtue of the employment of such employee. Such deductible amounts shall include, but not be specifically limited to, any benefits paid by the Workers' Compensation Board, the City of Regina, the Canada Pension Plan, the Criminal Injuries Compensation Board or a claim or suit in tort made against any person in respect of the disablement of such employee. In the event the foregoing benefits take the form of a lump-sum settlement rather than a monthly allowance, such amounts shall be spread over a ten (10) year period to determine the monthly amount deductible. With the exception of proceeding with litigation, it shall be the responsibility of the employee to apply for every benefit available before taking advantage of the provisions of this clause.
 - (c) Fifty (50) percent of the gross amount of any remuneration an employee receives, should he/she become gainfully employed provided the said fifty (50) percent is less than the benefits payable under the provisions of this clause.
 - (3) The Board shall not be liable under the provisions of Section (B) under the following conditions:
 - (a) In the event of an employee securing gainful employment, the remuneration for which exceeds the benefit payable under the provisions of this clause by fifty (50) percent or more.
 - (b) Where disablement results from attempted suicide, unless the attempted suicide occurs after two (2) years of continuous employment and results directly from his/her duties and employment in the Service.
 - (c) Unless 'disablement is a direct result of an accident related to his/her duties and employment in the Service.
 - (d) Unless disablement is a direct result of an illness contracted by reason of his/her duties and employment in the Service.

- (e) On and after the date such employee would have compulsorily retired under the provisions of the Police Pension Plan.
 - (f) In the event, and on the date that an Income Continuance Plan is implemented, provided the benefits of such Plan are at least equal to the provisions of this Clause. However, should such Income Continuance Plan subsequently be terminated, the provisions of this Article shall forthwith be restored.
 - (g) On the death of the employee, in which event, the provisions of Section (A) shall apply.
- (4) The provisions of this Section require that the employee must terminate his/her service with the Board on the date such benefits become effective on the understanding that, should he/she subsequently recover the Board will make every endeavour to find suitable employment for him/her.
- (C) Medical Tribunal.
- (1) Where there is any doubt as to the validity of the claim under the provisions of this Article on medical grounds, the dispute may be referred to a Tribunal.

The request to establish a Tribunal must be submitted by the Association not later than sixty (60) days following the date the decision of the Board respecting the claim has been forwarded to the Association.

The Tribunal shall consist of a doctor nominated by the Association, a doctor nominated by the Board and a doctor appointed as Chairperson by the Regina District Medical Society.

The majority decision of the Tribunal shall be final and binding upon all parties concerned.

Where there is no majority decision, the decision of the chairperson shall be the decision of the tribunal.
 - (2) The expenses of each party's nominee shall be borne by them and the expenses of the Chairperson will be shared equally.

ARTICLE 13 - WORKERS' COMPENSATION SUPPLEMENT

- (a) When a permanent employee is injured in the course of his/her employment with the Board and it is deemed that Workers' Compensation Benefits are payable under the Workers' Compensation Act, the Board shall pay the difference between the Workers' Compensation Board payments and the employee's regular rate of pay.
- (b) Notwithstanding clause (a) hereof, effective January 1, 1989, when a permanent employee is injured in the course of his/her employment with the Board and it is deemed Workers' Compensation benefits are payable under the Workers' Compensation Act, the Board shall pay to such employee an amount per day based on his/her regular basic wage rate.

The calculated amount of payment per day shall, when added to the amount of Workers' Compensation payment, be equal to the net amount that such employee would have received as net income after deduction for Income Tax, Canada Pension Plan, Police Pension Plan, Employment Insurance, Group Insurance and Association Dues would have been made.

In the event the Workers' Compensation Board determines that the injury is not compensable under the Act, the amount advanced by the Board shall be reimbursed by the employee.
- (c) The Workers' Compensation Board benefits, as referred to in Clause (b) hereof, shall cease when the Workers' Compensation Board decides that compensation is no longer payable or places the employee on a partial or total disability pension.
- (d) Where an employee sues a third party for damages in respect of an injury, he/she shall claim for any salary advanced in respect of sick pay or supplemented compensation and, upon receipt of said damages, shall reimburse the Board of Police Commissioners for such salary as may have been advanced excepting reasonable legal expenses in connection therewith as allowed by the tariff of fees of the Law Society of Saskatchewan and actually paid by the employee.

ARTICLE 14 - HOLIDAYS

- (1) Except as otherwise provided herein, the following shall be observed as holidays without deduction of pay therefore, and no employee shall be required to take time off in lieu of pay therefore:
 - + New Year's Day

- + Good Friday
- + Easter Monday
- + Victoria Day
- + Canada Day
- + Saskatchewan Day (Provided, however, that should the City of Regina proclaim or declare the Monday of Exhibition Week a Civic Holiday pursuant to the provisions of the Urban Municipality Act, then said Civic Holiday shall be deemed to be in lieu of the said Saskatchewan Day)
- + Labour Day
- + Thanksgiving Day
- + Remembrance Day
- + Christmas Day
- + Boxing Day (or any other day declared or proclaimed in lieu thereof)
- + Any further day or portion thereof other than those specified above becoming a holiday in accordance with the provisions of the Urban Municipality Act, or when so proclaimed by Dominion or Provincial Authority.

(2) Observance of Holidays

The observance of the above holidays may be made on days other than the calendar date when so proclaimed by Dominion, Provincial or Civic Authority.

(3) Work on Holidays

- (a) When an employee is required to work on a holiday he/she shall be paid, in addition to his/her regular work wage or salary for that day, two (2) times his/her regular rate of pay for each hour or part of an hour he/she is required to work on the day the holiday is observed or receive time off at some other time mutually agreed upon between the Chief and the employee.
- (b) Notwithstanding Clause (a) hereof when an employee's shift schedule commences on a holiday he/she shall be paid, in addition to his/her regular work wage or salary for that day, his/her regular rate of pay for each hour or part of an hour he/she is required to work on the day the holiday is observed and receive a day off at some other time mutually agreed upon between the Chief and the employee. The provisions of the Labour Standards Act regarding work week reduction, will not be applicable.
- (c) The overtime provisions of this agreement shall not apply to work on a holiday.

(4) Holidays Held on Off Days

- (a) When a Holiday occurs on a day which coincides with an employee's weekly day off or day of rest, the employee shall be credited with one (1) extra day off for each such occurrence. It is understood and agreed such extra day or days, as the case may be, shall be taken off at such time mutually agreed between the employee and the Chief of Police.
- (b) Notwithstanding sub-clause (a) hereof, when a holiday occurs on a day which coincides with a twelve (12) hour shift employee's weekly day off or day of rest, such employee shall be credited with eight (8) hours and thirty (30) minutes for each such occurrence.
- (c) Notwithstanding sub-clauses (a) and (b) hereof, when an employee is scheduled to work a holiday but is assigned the day off, such employee shall be paid as if the holiday was a regular work day.

(5) Absence on Holidays

Employees who are absent from work for any of the following reasons shall not be entitled to pay for Holidays which occur during their absence:

- (a) While on approved Leave of Absence (without pay)
- (b) While in receipt of Workers' Compensation Benefits not supplemented by the Board.
- (c) While on lay-off.
- (d) While under warranted suspension from work subject to disposition of Article 8.

(6) Work on Christmas and New Year's Eve

When an employee is required to work beyond the hour of 4:30 p.m., on the evening prior to Christmas and/or New Year's Day, he/she shall be paid at the rate of double (2) time for the hours so worked.

ARTICLE 15 - PENSION PLAN

- (a) The parties agree that the subject of pensions for employees covered by this Agreement is a proper subject for collective bargaining between the parties hereto.
- (b) The Association shall continue to have representation on the Administrative Board of the Regina Police Superannuation and Benefit Fund as approved by the Board and provided by Bylaw No. 2993.
- (c) It is agreed that the current value of the transit pass at the time of a employee's retirement will be included in the calculations of "salary" under the Plan.
- (d) The parties agree to amend the Pension Plan based on the draft text set out in Schedule "D" hereto and take all steps necessary to approve consequent amendments to Bylaw No. 2993.

ARTICLE 16 - PAYMENT OF WAGES

Employees shall be paid on a bi-weekly basis. Paydays shall be every second Tuesday for employees other than those engaged on an hourly or daily basis and casuals, in which case paydays will be every second Wednesday. In the event of a holiday falling on a payday it will be deemed that payday falls on the day immediately preceding the holiday.

ALL EMPLOYEES WHO COMMENCE EMPLOYMENT AFTER FEBRUARY 1, 2000, WILL BE PAID VIA DIRECT DEPOSIT.

ARTICLE 17 - GROUP INSURANCE

- (1) The Board agrees to maintain a Group Life Insurance Plan for the protection of permanent employees the terms and conditions of which shall be agreed by the parties hereto.
- (2) All permanent employees who now or hereafter participate as members of the Group Life Insurance Plan shall, as a condition of their continuing in the employ of the Board, maintain their membership in the Plan during their entire service with the Board.
- (3) All new employees who are appointed to permanent positions shall, upon entering the Board's service, as a condition of their employment, make application for Group Life Insurance.
- (4) The premium cost of the insurance coverage shall be shared equally by the employee and the Board.
- (5) In the event of total and permanent disability prior to age 60, the insurance coverage will continue, but the required premiums will be waived. In the event of recovery and subsequent return to work, the employee will be required to resume payment of the premiums.
- (6)
 - (i) Group life insurance for all employees shall be at the level of 300% of annual salary up to a maximum of \$300,000.00.
 - (ii) Notwithstanding sub-clause (i) hereof, where an employee elected to remain at a lesser amount of insurance coverage, such lesser amount shall be applicable.
- (7) For employees who retire prior to age 65, the life insurance protection in force at date of retirement shall be maintained at the level in effect at the date of retirement until age 65, and such person shall be required to contribute his/her regular monthly premium until age 65.

ARTICLE 18 - SCHEDULES TO GOVERN

- (a) Whenever there is any conflict between any schedule hereto attached and the terms of the within Agreement, the provisions of the schedule shall govern.
- (b) Unless specifically set out in the schedule hereto attached, where graduated rates of pay are provided for, the employee shall receive an increase in pay only on the recommendation of the Chief of Police and the approval of the Board of Police Commissioners.
- (c) Where new permanent positions, within the scope of this agreement are hereafter created by the Board, they shall be included in the appropriate schedule hereto.

ARTICLE 19 - COMMITTEES TO BE HEARD

Any Committee of the Association shall, upon written request, be accorded a prompt hearing by the Chief of Police and the Board of Police Commissioners in their respective order.

ARTICLE 20 - EMPLOYEES' RESPONSIBILITIES

The Association agrees that each employee shall and will faithfully and honestly and to the best of his/her skill and ability, serve the Board and lend his/her best efforts and endeavours for the promotion of peace and good order and in the protection of life and property in the City of Regina.

ARTICLE 21 - RESOLUTIONS OF THE BOARD

All Resolutions of the Board which affect employees shall be forwarded to the Recording Secretary of the Association.

ARTICLE 22 - CONSTITUTION AND BYLAWS

- (a) The Association will provide the Board with a copy of its Constitution and Bylaws, and a list of its Officers and will advise the Board of any changes thereto.
- (b) The Board shall provide one copy of all directives, orders and/or departmental notices affecting members of the Association, to the Secretary of the Association without undue delay. A copy of the Administrative Services Manual and Procedures Manual along with copies of all amendments thereto shall be supplied to the Association.
- (c) Notice Boards

The Board agrees to install notice boards for the sole use of the Association, in suitable locations easily accessible to the employees, for the purpose of posting notices of interest to the Association.

ARTICLE 23 - TIME OFF FOR VOTING

- (a) Every employee, who is qualified to vote, shall while the polls are open on polling day, have in the case of a Federal Election, four (4) consecutive hours for the purpose of casting his/her ballot. In the case of Provincial or Municipal Elections, he/she shall be allowed three (3) consecutive hours for the purpose of casting his/her ballot.
- (b) If the hours of his/her employment do not allow for four/three (4/3) hours specified in paragraph (a), he/she shall be allowed such additional time for voting as may be necessary to provide the four/three (4/3) consecutive hours.
- (c) The hours for voting referred to in paragraph (a) above shall be at the convenience of the Board.
- (d) No deductions shall be made from pay of any employee mentioned in paragraph (a) above, nor shall any penalty be imposed or exacted from him/her by reason of his/her absence from work during the time required for voting.

ARTICLE 24 - DAMAGE TO PERSONAL PROPERTY OR CLOTHING

- (a) When in the execution of his/her duties an employee receives damage to or loss of personal property or clothing, he/she shall be reimbursed either through a court order or an application to the Chief of Police, at the time of the occurrence. Reimbursement shall not exceed five hundred and seventy-five dollars (\$575.00) for any one article.
- (b) Notwithstanding paragraph (a) hereof the Board shall pay full replacement value for clothing damaged or lost in the execution of duty to a maximum of seven hundred dollars (\$700.00).

ARTICLE 25 - EXECUTIVE MEMBERS ATTENDING MEETINGS

- (1) (a) Members of the executive of the Association who are on duty at the time, or who are due to come on duty during the course of a meeting hereinafter referred to shall be allowed time off with pay to attend:
 - (1) All meetings of the executive.
 - (2) All general or special meetings of the Association.
 - (3) All meetings of the Association whether general or special which involve matters of labour relations or disciplinary proceedings or possible disciplinary proceedings

affecting the Association *and/or* any member thereof and such employees shall not forego their ordinary remuneration by reason of attending the meetings aforesaid.

- (4) All meetings pertaining to negotiations inclusive of arbitration and conciliation.
- (b) An employee so permitted, if booked to work the first or second relief shifts, will work 9:00 a.m. to 5:00 p.m. and will be excused from regular duty one (1) hour before the meeting commences until one (1) hour after the meeting is completed.
- (c) An employee so permitted if booked to work the third relief shift on the day of the meeting, will be permitted to work from 3:00 p.m. to 11:00 p.m. the day prior to the day of the meeting unless the day prior is his/her day off. His/her hours of duty on the day of the meeting will be from 9:00 a.m. to 5:00 p.m. and he/she will be excused from regular duty one (1) hour before the meeting commences until one (1) hour after the meeting is completed.
- (2) For the purpose of this section, third relief will include any shift that commences after 5:00 p.m.

ARTICLE 26 - DENTAL PLAN

- (1) The Board agrees to maintain a Dental Plan for permanent employees.
- (2) All permanent employees who now or hereafter participate as members of the Dental Plan, as a condition of their continuing in the employ of the Board, maintain their membership in the Plan during their entire service with the Board.
- (3) All new employees who are appointed to permanent positions shall, upon entering the Board's service, as a condition of their employment, make application for the Dental Plan.
- (4) The premium cost of the Dental Plan shall be paid by the Board.
- (5) The current tariff of fees, as approved by the provincial government from time to time, shall be the basis upon which benefits are paid.
- (6) The maximum lifetime benefit for orthodontics is \$2,000.00 and the routine and major treatment maximum is \$1,500.00 per year. Further, the restrictions in regard to replacement of appliances and teeth missing prior to implementation of the plan will be reduced.

ARTICLE 27 - CLASSIFICATION AND RANKING

The parties agree to accept the classification ranking and pay plan as shown in the attached Schedule "A".

The Board has the right to set pay rates on new or significantly changed jobs.

The establishment of any new position or significant change to the duties and responsibilities of an existing position will be discussed by the Chief of Police and the Association prior to such establishment or change. It shall be understood, however, that the Association may exercise its rights under the grievance procedure (Article 8) to determine the rank applied or rate of pay but only when the position has been established and the duties and responsibilities fully assumed by the incumbent.

Rates of pay and conditions shall be effective as of the date of the establishment of the classification or rank.

ARTICLE 28 - RESILIENCE

Employees may reside outside the limits of the City of Regina, however, in so doing, the employee accepts equal responsibility to report for duty as scheduled as required of employees who do reside in the City.

ARTICLE 29 - INTERPRETATION OF CONTRACTUAL ITEMS

All interpretation of articles or sections contained in this Agreement shall be consistent with the spirit and intent in which they were negotiated. The application of the section since negotiated shall indicate the spirit and intent of the section. However, where it is determined that an error in application has been made which has not been consistent, and continual over an extended period this clause will not apply prior to the anniversary date hereof.

ARTICLE 30 - PARKING

The Board will provide suitable and adequate parking for employees of the Association and the costs of such parking shall be the responsibility of the Board.

ARTICLE 31 - MEDICAL SURCHARGE

The Board will pay up to thirty (\$30.00) dollars for a medical certificate to maintain the driver's license of any employee who requires a license to perform his/her duties and responsibilities.

ARTICLE 32 - COLLECTIVE AGREEMENT PRINTING

The Board shall undertake to arrange for the printing of sufficient copies of the Agreement in a booklet form within ninety (90) days of the date of the Agreement and shall accept the full cost thereof.

ARTICLE 33 - EFFECTIVE DATE

- (a) This agreement shall be effective from **JANUARY 1, 1999**, and shall remain in force and effect until **DECEMBER 31, 2001**, and from year to year thereafter, unless written notice of a request to terminate or to negotiate a revision thereof is given by either party to the other not less than thirty (30) days or more than sixty (60) days prior to December 31st in any calendar year.
- (b) This agreement provides for its continuation during any negotiation period and all terms and conditions shall apply, unless otherwise stated, retroactive to **JANUARY 1, 1999**. It being understood and agreed, however, any employee who having terminated his/her employment with the Board prior to the signing of this agreement, except for reasons of superannuation and death, fails to apply within three (3) months from the date of signing of this agreement, for any of the benefits herein contained, shall forfeit any claim to such benefit.

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed the day and year first above written.

SIGNED ON BEHALF OF THE BOARD OF POLICE COMMISSIONERS

SIGNED ON BEHALF OF THE REGINA POLICE ASSOCIATION, INC.

CHAIRPERSON

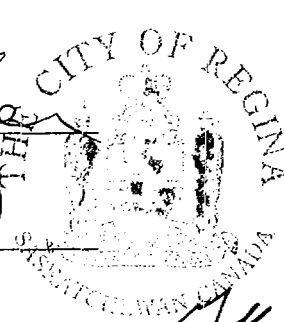
PRESIDENT

SECRETARY

TREASURER

IN THE PRESENCE OF:

WITNESS TO ALL SIGNATURES



SCHEDULE "A"

All employees of the Service shall be covered by the memorandum of working conditions outlined in this Schedule and, where specific provisions are not mentioned the provisions of the Agreement shall apply:

1. REDUCTION IN STAFF

- (a) If and when a reduction in the Service becomes necessary, the employee last engaged shall be first laid off.
- (b) "Seniority" for the purpose of this section shall mean time in rank.

2. VACANCIES AND NEW APPOINTMENTS

- (a) All promotions and appointments shall be made at the sole discretion of the Board on the advice of the Chief of Police.
- (b) In filling vacancies or new positions created, regard shall be given to the general length of seniority within the Service, coupled with ability and experience.
- (c) In case of a vacancy, (other than in the rank of Inspector or above), the employee next in seniority shall, if possessed of required qualifications, ability and experience, be duly promoted. If, however, such immediate senior employee be not promoted because he/she lacks required qualifications, ability or experience, consideration shall be given to all permanent employees in the Service in order of seniority, before consideration is given to applicants from outside the Service and appointments shall be made of such applicant who meets the requirements for promotion or appointment under this section. In the event a senior employee is not selected to fill the vacancy, the employee so affected shall be advised, on his/her request, by the Chief of Police or delegate officers as to the reason he/she was not promoted.
- (d) When, at any time, the Service is engaging additional employees, the permanent employees last laid off shall be re-engaged.
- (e) A qualified employee having accepted appointment to a position within or beyond the scope of this agreement shall be allowed three (3) months in which to prove capable of filling the position concerned. If such employee does not prove capable of filling the position concerned, he/she shall revert to his/her former position without prejudice and without loss of seniority in such former position. At the discretion of the Chief of Police, the probationary period may be extended or reduced.
- (f) "Seniority" for the purpose of this section shall mean time in rank.
- (g) Notwithstanding the provisions of clause (a) through (f) hereof, it is agreed that N.C.O. positions will be filled in accordance with the terms and conditions of the N.C.O. promotional plan contained in Section 3 of this Schedule "A".

3. N.C.O. PROMOTION PLAN

- (1) The purpose of the promotion plan is to establish a procedure whereby promotions within the Service will be made on the basis of seniority and merit. The scope of the plan covers promotions to the rank of Corporal to Staff Sergeant, inclusive.
- (2) The probable promotional requirements for the following year will be determined and competitions held annually, commencing in the month of October for promotions to the following ranks:
 - (a) Staff Sergeant
 - (b) Sergeant
 - (c) Corporal.
- (3) Notice of promotional competitions will be posted a minimum of sixty (60) days prior to the examination date to permit all employees of the Service with the necessary requirements to make application.
- (4) It is not compulsory for employees to enter into promotional competitions and no restrictions are placed on the number of times an employee may enter such competitions.
- (5) Promotion Board
 - (a) The Promotion Board is charged with the responsibility of determining suitability of candidates for promotion and for this purpose is authorized to formulate policy within the framework of the Plan.

This Board is comprised of

- (i) Three Officers to be appointed by the Chief of Police.
 - (ii) One representative of the Association, appointed by the Association, who will sit in on the meetings of the Promotion Board and will have access to memos, tests, etc. This employee may participate in the discussions so that he/she may be completely aware of the basis of recommendations. In this way, in the event of a grievance, the Association may or may not proceed, being aware of all the facts.
- (b) No members of the Service competing in an examination shall be a member of a Promotion Board or Committee pertaining to that competition.
 - (c) The Promotion Board shall be empowered to appoint such committees as are found necessary for its proper operation.
 - (d) The Promotion Board will act for all positions from probationary constables, etc. to the highest in-scope positions.
 - (e) Promotions to out-of-scope positions will be made by the Police Commission in consultation with the Chief of Police.
- (6) The promotional process consists of five (5) stages shown as A, B, C, D, and E
- (A) COMPETITION STANDARDS
- (1) Regular employees of the Service who have completed ten (10) years of service as of December 31st of the year of examination, shall be eligible to enter the competition for the rank of Corporal.
 - (2) Any employee of the Service may enter the competition for promotion at the next higher rank, providing they have at least six (6) months' continuous service in their present rank.
- (B) WRITTEN EXAMINATIONS
- (1) Employees, as defined in stage A(1) and (2) shall be allowed to write examinations to determine their suitability for promotions. The examinations will be based on the following categories:
 - (a) General Knowledge;
 - (b) Law;
 - (c) Supervisory Ability.
 - (2) Employees obtaining a mark of 55% or higher shall be eligible for further competition.
 - (3) In the event an employee is on annual leave, compassionate leave, or other extenuating circumstances on the date of the examination, an alternate date and examination will be given which, where possible, will be prior to the regularly scheduled date.
- (C) ASSESSMENT REPORTS
- Candidates shall be assessed by their respective Platoon Commander or Commanding Officer of the Division in which they are serving at the time of the competition, provided they have served under his/her command for a minimum of six (6) months; if less than six (6) months, the previous Platoon Commander or Commanding Officer shall do the assessment. If the situation should arise whereby the candidate did not serve under either Commander for six (6) months, he/she will then be assessed by the last three (3) Commanders of whom he/she served under.
- (D) PERFORMANCE RATINGS
- (1) The two (2) previous performance ratings submitted by the candidate's immediate supervisors will be calculated on a percentage basis.
 - (2) To be eligible for further competitions, candidates must obtain at least 50% in this stage.

(3) Performance Evaluations

(i) RATER'S AVERAGE

Total percentage of each rater is determined by adding all percentages of each rater's rates and dividing this total by the number of rates.

Example: Total of percentages (1600.15), divided by the number of raters (19), equals the average of the percentage (84.22).

(ii) DEPARTMENTAL AVERAGE RATING

Once the 'Rater's Average' has been determined for all raters, the average of the percentages is taken to form the 'Departmental Average Rating'.

Example: Total average of percentages (25790.50), divided by the total number of raters (61), giving an overall average (81.62%). Therefore the adjustment factor is determined by subtracting from the rater's average, in this case (81.62%), the overall average (84.22%) producing an adjustment factor of plus or minus 2.60.

Note: For the purposes of the Promotional competition, adjustment factors for the performance evaluations must be done for two (2) years.

(iii) OFFICERS' ASSESSMENTS

The same as the foregoing applies to the adjustments factors in this area; however, adjustment factors for the Officers' assessments are done for one (1) year only.

(4) Performance Evaluations - Officers' Assessments

Annual Performance Evaluations and Officers' Assessments shall be completed and returned to the Officer i/c Human Resources prior to the examination date. Employees shall receive a copy of their Performance Evaluation Report upon request.

(E) SENIORITY

One (1) point per year shall be allotted for seniority, calculated to the nearest six (6) months.

"Seniority" for the purpose of this plan shall mean:

- (a) In the competition for Corporal, from the time an employee last entered the service of the Service;
- (b) In the competition for Sergeant and Staff Sergeant, time in rank.

(7) The total standing of a candidate for promotion shall be based on points totaling 100, allocated as follows:

(a)	Seniority	10 Points
(b)	Promotional Examinations	35 Points
(c)	Assessment Made by Senior Officers	20 Points
(d)	Performance Ratings	35 Points

(8) A candidate having written a promotional examination may retain that mark for three (3) competitions for the same rank, or rewrite examinations; in which case, the highest mark will be used.

(9) Marks for seniority, Officers' assessments and performance evaluation will be adjusted annually and the eligibility list adjusted accordingly.

(10) Each candidate shall be supplied with the results of his/her written examination.

(11) (a) An employee, after reviewing the marking of his/her examination, the addition or the percentage figures with the Officer/Manager i/c Human Resources, and feels aggrieved, may advise the Officer/Manager i/c Human Resources at the time. The Officer/Manager i/c Human Resources will arrange a place and date for a committee of the Police Association to review the examination paper in conjunction with the Officer(s) responsible for marking the paper.

- (b) The intent of the employee concerned, must be known by the Officer/Manager i/c Human Resources within two (2) weeks after having obtained his/her mark.
- (12) Qualified Lists
 - (a) Qualifying employees will be placed on the eligibility list according to marks attained after marks for seniority have been included in the total marks.
 - (b) Names of qualified employees will be submitted to the Chief of Police by the Promotion Board. The Chief of Police shall have the prerogative of making the final decision of the candidates submitted by the Promotion Board.
- (13) The Chief of Police is authorized to make temporary appointments on a "while employed" basis.

4. PREFERRED POSITIONS

It is agreed, without in any way limiting the Board's rights in the assignment of employees' duties, that when assigning employees to duties other than foot patrol the Service, wherever practical and having due regard to competency, qualifications and merit, will make every effort to recognize seniority when making such assignments.

5. SENIORITY

- (a) Seniority shall date from the time an employee last entered the Service. Seniority lists shall be kept under the direction of the Chief and be furnished to the Association on request.
- (b) Having acquired seniority in accordance with the provisions of sub-section (a) hereof, the employee's seniority shall not cease because of:
 - (i) Sickness;
 - (ii) Accident;
 - (iii) Vacation;
 - (iv) Approved leave of absence.
- (c) The employee's seniority shall cease, however, if the employee:
 - (i) Voluntarily leaves the service of the Board;
 - (ii) Is discharged and such discharge is not reversed through the provisions of the Saskatchewan Police Act and regulations thereto;
 - (iii) After lay off, fails to report for work within five (5) days after notification by registered mail to his/her address on record with the Service unless he/she furnishes reasons for such failure, satisfactory to the Board of Police Commissioners;
 - (iv) Is absent without proper leave;
 - (v) Overstays a vacation period or approved leave of absence without reasonable cause.

6. EMPLOYEES PERFORMING SUPERIOR DUTIES

- (a) If an employee has been assigned or detailed for periods of not less than one (1) day the duties of a rank senior to his/her established one, he/she shall receive the pay of that senior rank automatically for the full time he/she is so employed.
- (b) In the event the employee is assigned the duties of a rank beyond the scope of this Agreement, he/she shall receive the rate of pay for such higher rank together with the benefits accruing from this Agreement.
- (c) (i) Effective January 1, 1977, Constables performing duties in the I.S.D., except in the Forensic Identification Unit, shall be paid as follows:
 - Service up to one (1) year - Acting Corporal
 - Maximum service of one (1) year
- (ii) Eight (8) Constables will be assigned to I.S.D. on rotational training for periods not exceeding one (1) year at their current rate of pay.
- (d) (i) **WHEN A TEMPORARY VACANCY OCCURS, THE NEXT SENIOR EMPLOYEE WITHIN A DISTRICT, SECTION, UNIT OR DIVISION AND ASSIGNED TO THE APPROPRIATE SHIFT SHALL BE ASSIGNED TO FILL THE TEMPORARY VACANCY AND RECEIVE THE PAY FOR THE HIGHER RANK IN ALL CASES,**

EXCEPT WHERE THE TEMPORARY VACANCY IS A CORPORAL NOT IN A TRAINING FUNCTION.

- (ii) NOTWITHSTANDING SUB-CLAUSE (i) HEREOF, WHEN A TEMPORARY VACANCY OCCURS IN A DISTRICT SERGEANT POSITION WITHIN COMMUNITY SERVICES, THE TEMPORARY VACANCY SHALL BE FILLED IN THE FOLLOWING PRIORITY, PROVIDED THEY ARE ASSIGNED TO THE APPROPRIATE SHIFT:
- (1) SENIOR CORPORAL WITHIN THE SAME DISTRICT;
 - (2) SENIOR CORPORAL WITHIN THE OTHER DISTRICT;
 - (3) SENIOR CORPORAL WITHIN THE DIVISION;
 - (4) SENIOR CONSTABLE WITHIN THE SAME DISTRICT, PROVIDED THE MEMBER HAS A MINIMUM OF TEN (10) YEARS' SERVICE WITH THE REGINA POLICE SERVICE; AND
 - (5) SENIOR CONSTABLE WITHIN THE OTHER DISTRICT, PROVIDED THE MEMBER HAS A MINIMUM OF TEN (10) YEARS' SERVICE WITH THE REGINA POLICE SERVICE.
- (e) When the Corporals are all otherwise engaged or unavailable for duty, the senior Constable on duty in the Communications Centre will relieve.
- (f) Notwithstanding the above clauses, superior duty paid will be paid in the rank relieved and for the entire shift.

7. MERIT INCREASES

The Chief and the Association may, at the instance of either of them engage in the consideration of a reward to such employees who, by reason of the assumption of greater duties and responsibilities, may be considered to be deserving of special consideration and make recommendations to the Board accordingly, but if agreement is not reached, the matter shall be referred to the Board with whom the final authority shall rest.

8. INDEMNIFICATION

- (a) The Board will pay all reasonable expenses and costs with respect to any criminal or civil action taken against or in respect to a member of the Association arising out of such member's action while engaged in his/her duties as an employee of the Service, provided such actions do not constitute a willful or wanton disregard or a willful or wanton dereliction of his/her duty as an employee of the Service. The employee shall assign to the Board all costs awarded in his/her favour in any such action.

The Board will indemnify any employee of the Association from any action, claim, cause or demand whatsoever that may be made or arise out of the member carrying out his/her duties as an employee of the Service, except where such action constitutes a willful or wanton disregard or a willful or wanton dereliction of his/her duty as an employee of the Service.

- (b) (i) in the event a member is proceeded against under Section 60 of The Police Act, 1990, or is charged with an offence under the Municipal Police Discipline Regulations, and prior to the rendering of a verdict, the proceeding or charge is withdrawn, the member shall receive the legal costs of the proceedings incurred by the member up to the time of the withdrawal of the charge or proceedings.
- (ii) If a member is found not guilty of an offence or is found guilty and successfully appeals the conviction, or if a member is issued with an official warning under the Municipal Police Discipline Regulations and subsequently successfully appeals the official warning to the Saskatchewan Police Commission, the Board shall reimburse the member for all legal costs of the discipline proceedings incurred by the member after the discipline charge is laid or the official warning is issued and which related directly and solely to the charge or official warning successfully appealed.
- (iii) A member charged with an offence under the Municipal Police Discipline Regulations shall, at the time of or prior to being notified of such charge, be advised as to the penalty being sought. If the penalty ultimately imposed by a hearing officer, or by the Saskatchewan Police Commission on appeal, is lesser than sought, the Board will reimburse the member for all legal costs of the discipline proceedings incurred by the member after the discipline charge is laid and which related directly and solely to the charge.

- (iv) The board will pay the cost of counsel to any employee in the following cases:
 - (i) Proceedings under Section 88 of The Police Act;
 - (ii) Successful challenges to the jurisdiction of any tribunal involved in (i), (ii), (iii) or (iv)(i);
 - (iii) Where an employee's actions result in a coroner's inquest.
- (c) An employee may select any counsel but the selection will be subject to the approval of the Board. The Board reserves the right to tax all accounts.
- (d) Operator's License Surcharge
 In the event of an employee being assessed a surcharge under the provisions of the Automobile Insurance Act, by reason of the fact that he/she was involved in an accident while operating a Police Vehicle during the course of his/her duties except where an employee is convicted under a Federal or Provincial statute or a Municipal Bylaw, then the Board will assume responsibility for payment of the Operator's License surcharge imposed on the employee.
- (e) The benefits contained in clauses (a), (b), (c) **AND (d)** hereof shall be extended to a former employee to cover any action arising out of his/her employment with the Board.

9. HOURS OF WORK

- (a) Hours of work shall be governed by the laws of the Province of Saskatchewan and Regulations thereunder except where by agreement such hours of work respecting certain classes of employees may be less than are prescribed by the said Statutes or Regulations.
- (b) (i) The regular hours of work for employees of the Service shall not exceed eight (8) hours in any one (1) day, or five (5) days in any one (1) week.
- (ii) Notwithstanding clause (i) hereof, employees of the Service may work one of the following re-arranged work weeks:
 - + 5/4
 - + 5/5/4
 - + 10 hour shifts
 - + 12 hour shifts
 See Schedule "C" attached for terms; and conditions of the condensed work weeks.
- (iii) Twelve (12) Hour Shifts
 Notwithstanding sub-section (a) hereof, the twelve (12) hour shift system will apply to all twenty-four (24) hour personnel in:
 - (a) Community Services Division
 - (b) Communications Centre
 - (c) Inquiry Office
 - (d) Detention Centre: Corporals, Special Constables
- (iv) Twelve (12) Hour Shift Configuration
 Employees on twelve (12) hour shifts will work the following pattern:
 - + 2 days, 2 nights, 5 off
 - + 2 days, 3 nights, 4 off
 - + 3 days, 2 nights, 5 off
 The twelve (12) hour shift will be implemented after January 1, 1989, but before January 25, 1989, at the discretion of the Chief of Police.
- (v) Hours of Work
 Employees assigned the following positions will commence work on day shift between 6:00 a.m. and 8:00 a.m., and on night shift between 4:00 p.m. and 7:00 p.m., as directed:
 - + Duty Staff Sergeant
 - + Relieving Sergeant
 - + District Sergeant
 - + Detention Corporal

- + Relieving Corporal
- + Communications Shift N.C.O.
- + Communications Constable
- + Inquiry Constable
- + Detention Special Constable (4 positions)
- + Zone Constable

(vi) Alternate Hours of Work

Notwithstanding the above twelve (12) hour shift configuration, the Board may establish different shift configurations of not less than eight (8) hours' duration for employees it chooses to employ in a specialized capacity or for specialized objectives that by their nature do not require such employees to be scheduled to work on a regular basis between the hours of midnight and 6:00 a.m., and the duties of which may supplement but not derogate from the duties presently performed by uniformed patrol members.

- (vii) The number of employees assigned and the start times for each employee will be at the discretion of the Chief of Police, subject only to the Association's right to grieve on the basis of safety of the employees.
- (viii) Employees assigned traffic and beat patrol duties on a twenty-four (24) hour basis, will commence work on day shift between 6:00 a.m. and 8:00 a.m. and on night shift between 4:00 p.m. and 7:00 p.m.
- (c) The hours of work in any one (1) day shall be continuous with the exception of time for lunch.
- (d) (i) Employees shall be permitted during each regular shift, one forty-five (45) minute meal break and two fifteen (.15) minute refreshment breaks, one before and one after the said meal break.
- (ii) Notwithstanding sub-clause (i) hereof, employees on a twelve (12) hour shift shall be permitted during each regular shift, one (1) sixty (60) minute meal break and two (2) twenty (20) minute refreshment breaks, one (1) before and one (1) after the said meal break.
- (iii) When an employee is not permitted to take his/her lunch break at the time assigned, and is unable to obtain permission to take his/her lunch break for a further one hour period beyond the end of his/her normal lunch break the employee shall inform the N.C.O. supervisor or the Duty Inspector and seek authorization for overtime. Once authorization for overtime is given and the employee later takes a lunch break, the employee will only be entitled to apply for overtime for the unused portion of his/her lunch break.
- (iv) The Board agrees to retain the practice of making payment for authorized, worked lunch hours, on the basis at double time in addition to straight time pay as is provided when lunch hour is not worked.
- (e) Each employee shall, except as the exigencies of the Service require, work the assignment for which he/she is booked and every effort shall be made by the Officers to keep the hours of duty and meal hours of employees regular.
- (f) Should an employee be required to work an alternative shift rather than his/her regular established shift, he/she shall, if possible, be given twenty-four (24) hours prior notice of shift change.
- (g) When an employee is required to attend a course and must travel to and from his/her destination on his/her regularly assigned day off, on a paid public holiday as defined by this contract or at a time beyond his/her regular daily working hours, his/her time-bank will be credited the exact amount of hours used to travel, at straight time rates.
- (h) Approved day-off trades shall not be deemed to be in contravention of any of the terms of this Agreement.
- (i) All radio cars which are assigned to a patrol, investigation, or surveillance duty shall be manned by two fully trained Police Officers at all times. The only exception to two man patrols shall be uniformed supervisory personnel such as patrol division field supervisors and surveillance duties where arrests are not expected to be affected. The above shall apply to all shifts commencing on or after 1430 hours daily.

10. COMPLAINTS AGAINST MEMBERS

Before disciplinary action is taken against a member of the Association, written statements that will be required pursuant to regulations 7(1) and 7(2) of the Municipal Police Discipline Regulations will be obtained from all prospective witnesses. Such statements shall be made available to the member or his/her representative or counsel prior to the member having to respond to the complaint. The member will be given a reasonable time to respond.

11. RE-ENGAGEMENT POLICY**(A) Re-Engagement**

Any employee of the Service who voluntarily resigns may subsequently apply for re-engagement, provided:

- (1) Applicant is approved by the Chief of Police as a suitable candidate for re-engagement.
- (2) Applicant's total past service plus potential future service to maximum age of 55 years equals the minimum full pension requirements by Bylaw #2993.
- (3) Applicant is of good character and meets medical and physical requirements applicable to recruit employees of the Service.

(B) Re-Engagement Benefits

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

- (1) Vacation - Vacation seniority to date from re-engagement. Vacation entitlement, will be based on total years of service, adjusted by the period of absence from the Service.
- (2) Service Pay - Service Pay will be paid on the basis of total years of service, adjusted by the period of absence from the Service.
- (3) Superannuation - Superannuation credits at the time of severance will be granted to the re-engaged employee provided that he/she declares, in writing, at the time of re-engagement, that he/she wishes to be re-instated and that he/she is prepared to make the necessary payments to re-instate the annuity portion of his/her pension as provided in Bylaw #2993.

(C) Rank at Re-Engagement

A re-engaged employee may be placed at the rank held upon termination provided no one shall be placed at a rank higher than twelfth (12th) year Constable for pay purposes only.

(D) Seniority

Seniority shall date back to date of last entry into the Service.

(E) Probationary Period

Notwithstanding any of the foregoing, a twelve (12) month probationary period shall apply as "terms of service" to former employees re-engaged under this section.

12. ENGAGEMENT OF EXPERIENCED POLICE PERSONNEL

On the approval of the Chief of Police, pay recognition, up to and including the rate of a **FOURTH YEAR CONSTABLE**, may be given to any recruit who has previous service and experience gained while an employee of some other accredited police service in Canada.

Notwithstanding any of the foregoing, a twelve (12) month probationary period shall apply to employees engaged under this section.

13. DUTIES OUTSIDE OF CITY LIMITS

Employees performing police duties outside of the City of Regina, on behalf of the Board of Police Commissioners, shall be covered by all benefits and terms of this Agreement.

14. PAY

(a) The rate of pay shall be as follows:

Effective January 1 to June 28, 1999	Index	Bi-Weekly	Annually	
<i>Special Constable</i>	+ 1 st year:	50	\$ 983	\$25,656
	+ 2 nd year:	55	1,081	28,214
	+ 3 rd yeas:	75	1,475	38,498
	+ 4 th year:	80	1,573	41,055
	+ 5 th yeas:	85	1,671	43,613
<i>Constable</i>	+ 1 st year:	60	\$1,180	\$30,798
	+ 2 nd year:	70	1,376	35,914
	+ 3 rd yeas:	80	1,573	41,055
	+ 4 th year:	90	1,769	46,171
	+ 5 th yeas & over:	100	1,966	51,313
	+ 8 th yeas & over:	104	2,045	53,375
	+ 12 th yeas & over:	108	2,123	55,410
+ 19TH YEAR & OVER:	110	2,163	56,454	
<i>Corporal</i>	113	\$2,222	\$57,994	
<i>Sergeant</i>	120	\$2,359	\$61,570	
<i>Staff Sergeant</i>	130	\$2,556	\$66,712	

Effective June 29 to December 31, 1999	Index	Bi-Weekly	Annually	
<i>Special Constable</i>	+ 1 st year:	50	\$ 983	\$25,656
	+ 2 nd year:	55	1,081	28,214
	+ 3 rd year:	75	1,475	38,498
	+ 4 th year:	80	1,573	41,055
	+ 5 th year:	85	1,671	43,613
<i>Constable</i>	+ 1 st year:	60	\$1,180	\$30,798
	+ 2 nd year:	70	1,376	35,914
	+ 3 rd year:	80	1,573	41,055
	+ 4 th year:	90	1,769	46,171
	+ 5 th year & over:	100	1,966	51,313
	+ 8 th year & over:	104	2,045	53,375
	+ 12 th yeas & over:	108	2,123	55,410
+ 19 th yeas & over:	110	2,163	56,454	
<i>Corporal</i>	113	\$2,222	\$57,994	
<i>Sergeant</i>	120	\$2,359	\$61,570	
STAFF SERGEANT	132	\$2,595	\$67,730	

14. PAY

(a) The rate of pay shall be as follows:

Effective January 1 to December 31, 2000		Index	Bi-Weekly	Annually
<i>Special Constable</i>	+ 1 st year:	50	\$1,009	\$26,335
	+ 2 nd year:	55	1,109	28,945
	+ 3 rd year:	75	1,513	39,489
	+ 4 th year:	80	1,614	42,125
	+ 5 th year:	85	1,714	44,735
<i>Constable</i>	+ 1 st year:	60	\$1,210	\$31,581
	+ 2 nd year:	70	1,412	36,853
	+ 3 rd year:	80	1,614	42,125
	+ 4 th year:	90	1,815	47,372
	+ 5 th year & over:	100	2,017	52,644
	+ 8 th year & over:	104	2,098	54,758
	+ 12 th year & over:	108	2,178	56,846
	+ 19 th year & over:	110	2,219	57,916
<i>Corporal</i>		113	\$2,279	\$59,482
<i>Sergeant</i>		120	\$2,420	\$63,162
<i>Staff Sergeant</i>		132	\$2,662	\$69,478

Effective January 1 to December 31, 2001		Index	Bi-Weekly	Annually
<i>Special Constable</i>	+ 1 st year:	50	\$1,037	\$27,066
	+ 2 nd year:	55	1,141	29,780
	+ 3 rd year:	75	1,556	40,612
	+ 4 th year:	80	1,659	43,300
	+ 5 th year:	85	1,763	46,014
<i>Constable</i>	+ 1 st year:	60	\$1,244	\$32,468
	+ 2 nd year:	70	1,452	37,897
	+ 3 rd year:	80	1,659	43,300
	+ 4 th year:	90	1,867	48,729
	+ 5 th year & over:	100	2,074	54,131
	+ 8 th year & over:	104	2,157	56,298
	+ 12 th year & over:	108	2,240	58,464
	+ 19 th year & over:	110	2,281	59,534
<i>Corporal</i>		113	\$2,344	\$61,178
<i>Sergeant</i>		120	\$2,489	\$64,963
<i>Staff Sergeant</i>		132	\$2,738	\$71,462

The parties further agree that when a Special Constable is promoted to Constable, such employee will be subject to a further twelve (12) month period of probation. If the aforementioned probationary period is unsuccessful, the employee will not revert to a Special Constable position, but will be terminated from the Service.

Notwithstanding the foregoing, an employee who is unable to successfully complete all or any aspect of the probationary period due to short term illness or injury will not be terminated, but shall have the probationary period extended as determined by the parties.

- (b) In addition to the foregoing salaries or wages, all employees shall receive automatically additional service pay of five dollars (\$5.00) per month after each completed five (5) years of service.
- (c) When the Transit System is not in operation, transportation will be provided by the Service to and from the Police Station to a point close to the home of employees.
- (d) (1) (i) In addition to the foregoing salaries or wages, a Shift Differential in the amount of fifty (\$.50) cents per hour shall be paid to shift employees where at least half of the hours worked in that shift fall between the hours of 4:00 p.m. and 8:00 a.m. It being understood that in the above circumstances, the employee shall receive the shift differential for all regular hours worked.
- (ii) **EFFECTIVE JANUARY 1, 2000**, wherever fifty (\$.50) cents per hour appears in sub-clause (i) hereof, it shall be deemed to read **SIXTY-FIVE (\$.65) CENT'S PER HOUR**.
- (2) When a shift employee is working his/her regular shift on a holiday, he/she shall be paid the shift differential in addition to premium pay for working on the holiday.
- (3) Shift Differential shall not be paid when a shift employee is being paid overtime, for working hours which are in excess of his/her normal hours of work.
- (4) Shift Differential shall not form part of the basic wage rates and shall not be subject to overtime rates.

15. ALLOWANCES

In addition to the foregoing salaries, the following allowances shall be granted:

- (a) Clothing allowance which includes boots, gloves and socks to plain clothes personnel of one thousand one hundred and twenty-five dollars (\$1,125.00) per annum.
- (b) To every uniformed employee required to work in plain clothes, a clothing allowance of ninety four dollars (\$9400) per month up to a maximum of one thousand one hundred and twenty-five dollars (\$1,125.00) per year or proportioned therefore, based on the actual number of days worked in plain clothes. If a uniformed employee is assigned to a plain clothes position for a period of three (3) months through the rotation system, such clothing allowance shall be payable in advance.
- (c) (i) To every employee of the Service covered by this contract, a cleaning allowance of seven dollars and twenty-five cents (\$7.25) per week.
- (ii) In addition to clause (c) hereof, any employee whose duties require the full time care and attention of dogs shall be allowed dry cleaning of his/her uniform eighteen (18) times each year.
- (iii) The sums payable by virtue of subsection (i) shall be paid to employees in December of each year.
- (d) (i) Uniformed employees' clothing shall consist of

+	2 pairs Trousers	+	2 pair Boots (either summer or winter issue)
+	3 Shirts	+	1 pair Gloves
+	3 Ties	+	6 pair Socks

It is further agreed that nylon jackets would be issued every second year, tunics and parkas would be issued as required.

- (ii) Notwithstanding subsection (1) hereof, the Board agrees to supply clothing annually, unless otherwise stated, to Special Constables on the following basis:

+	3 Shirts (short sleeve)	+	1 pair Gloves
+	2 pair Trousers	+	Regina Parka as required
+	3 Ties (Blue Clip On)	+	Regina Jacket as required
+	2 pair Boots	+	Brown Peak Cap as required
+	6 Pair Socks	+	Mouton Winter Bat as required

- (e) Employees detailed to duties in Forensic Identification, having completed five (5) years of service and having successfully completed a recognized identification course, OR **SUCCESSFULLY COMPLETED IN-SERVICE TRAINING REQUIREMENTS**, will be paid, in addition to pay and allowances outlined in this agreement, an additional sixty dollars (\$60.00) per month.
- (f) Employees who are assigned a dog will be paid, in addition to pay and allowances outlined in this agreement, an additional ninety dollars (\$90.00) per month.
- (g) If an employee is absent from the City and his/her home as a result of duties or requirements as an employee of the Service, he/she shall, in addition to normal traveling and living allowances, be granted the per diem allowance provided under the normal city travel allowance policy for incidentals such as telephone calls when billeted at a barracks and when staying at a Hotel.
- (h) Employees who are qualified graduates of the explosive ordinance disposal I.E.D. specialist course will be paid, in addition to pay and allowances outlined in this agreement, an additional thirty dollars (\$30.00) per month while assigned to the explosive ordinance disposal unit.
- (i) When an employee of the Service is required to attend a course of education he/she shall, in addition to normal traveling expenses to and from his/her destination, be entitled to further traveling expenses to and from his/her destination after each twenty-one (21) day period of attendance. Such traveling expenses shall not exceed economy air fare.
- (j) Employees who are qualified and assigned to the SCUBA team, Special Weapons and Tactical team and **NEGOTIATORS**, in addition to pay and allowances outlined in this agreement, shall be paid an additional thirty dollars (\$30.00) per month.

16. **OVERTIME**

- (a) Employees who are required to work in excess of eight (8) hours in a day or forty (40) hours in a week shall be paid at the rate of double time for all hours so worked.
- (b) "Call Out" and "Special Duties" shall be paid at the rate of double time for each hour or part of an hour so worked or a minimum of three (3) hours at double time, whichever is the greater.
- (c) Employees who are required to work during their assigned annual leave, shall be paid at a rate of double time for each hour or part of an hour so required or a minimum of eight (8) hours at double time, whichever is the greater, and in addition, he/she shall receive two (2) additional days of leave for each day required which shall be allowed at the discretion of the Chief of Police. In the event that an employee is out of the City when called for overtime duty, time off in lieu of traveling time, plus traveling expenses from the out of city point and return, if necessary, at the current rates shall be granted upon application of the employee to the Chief of Police.
- (d) Court Appearance
 - (1) Day Off - When, as a result of his/her duties, an employee is required to attend Court on one of his/her days off, he/she shall have the option of receiving one of the following for each Court appearance:
 - ✦ A minimum of eight (8) hours time off when in the opinion of the Chief of Police, the efficiency of the Service permits.
 - ✦ Be paid at double time for each hour or part of an hour during which he/she is in attendance in Court, or a minimum of four (4) hours at double time, whichever is the greater.
 - ✦ The witness fee.
 - (2) Night Shift - When an employee is assigned to a night shift between the hours of 8:30 p.m. and 5:30 a.m., and is required to attend morning court as a result of his/her duties, he/she shall, subject to the exigencies of the Service, be released from duties up to eight (8) hours prior to the end of the shift providing he/she submits a time bank withdrawal slip for the time he/she takes off.
 - (3) Annual Leave
 - (i) When, as a result of his/her duties an employee is required to attend court while on annual leave, he/she shall be paid at the rate of double time for each hour or part of an hour so required or a minimum of eight (8) hours at double time whichever is the greater, and in addition, he/she shall receive two (2) additional days of leave for each day attending court which shall be added to the employee's time-bank.

Annual leave shall include the weekly leave scheduled for the week in which the annual leave is signed, with the exception of sections employing 10 - 12 hour shifting schedules. In the event that an employee is out of the city when called for court duty, expenses from the out of city point and return, if necessary, at the current rates, shall be granted upon application of the employee to the Chief of Police.

- (ii) Notwithstanding clause (i) hereof, employees working the 10 - 12 hour schedule, whose weekly leave is surrounded by annual leave on either end shall be eligible for full benefits under clause (i) when attending court on the said weekly leave.
- (4) Working Day - When as a result of his/her duties, an employee is required to attend Court, at any time during the four (4) hour period immediately before the commencement of his/her regular shift, he/she shall be paid at the overtime rate for that period only between the time of his/her Court appearance and the time of commencement of his/her shift. If the Court appearance extends beyond the regular shift, he/she shall be paid at the overtime rate for that period only beyond his/her shift that he/she is at the disposal of the Court.
- (5) Leaves of Absence Inclusive of Maternity, Paternity, Adoption and Association Leave - When, as a result of his/her duties an employee is required to attend court while on maternal, paternal, adoption or association leave, he/she shall receive benefits as described in section (d) subsection (1) hereof.
- (6) Sick Leave - When an employee attends court pursuant to his/her duties while on sick leave he/she shall receive the benefit which would have been payable had the employee not been sick.
- (e) (1) Employees covered by Schedule "A" who, are entitled to be paid in respect of "overtime" worked shall, at their option, be permitted to be paid therefore or to take time off in lieu of payment, such time off to be granted in the same proportion as the overtime rates. Such time off in lieu of payment may be accumulated by employees in the same manner as provided with respect to court time.
- (2) Time earned by an employee, pursuant to Article 14 of this Agreement and to Section 18 and Section 19(t) of Schedule "A" may at the option of the employee, be accumulated in the same manner as provided by paragraph 4 hereof.
- (3) (i) Time withdrawals from such accumulation shall be by mutual consent between the employee and Chief of Police except in the case of clerical errors in which case the employee will be informed before deductions are made.
- (ii) Employees may at their option, at any time, convert the accumulated time to pay which shall be calculated at the pay rate of the employee at time of application.
- (iii) Notwithstanding Clause (i) hereof, cash withdrawals shall not exceed the relative frequency and overall amounts per year withdrawn in prior years. The amounts shall be adjusted annually having regard to annual increments and increased staffing. The amounts shall not include costs attached which arise as a result of employees terminating service by reason of resignation, dismissal, or retirement.
- (4) It is understood that an employee may accumulate up to and including 180 hours and for all hours accumulated in excess of 180 hours, he/she shall be paid in accordance with the provisions of Schedule "A", Section (16) hereof.
- (5) It is understood that time off in terms of withdrawals from the employee's time bank may be granted by the Duty Inspector for all or any portion of the shift subject to the exigencies of the Service.
- (f) (i) Employees who as a result of their duties are required to attend Court outside of the City of Regina, shall receive in advance, City of Regina approved travel expense monies and Police petty disbursements as in Section (15)(g) of this Schedule. Witness fees and expenses received from Court to be returned to the City of Regina.
- (ii) Straight time off in lieu of traveling time, will be granted in addition to the court appearance on the employee's weekly leave or annual leave, etc., upon application of the employee to the Chief of Police.
- (iii) Straight time rates will apply for travel time in lieu when the employee is required to attend court outside the city and he/she exceeds his/her normal hours of work for the day.

(g) Cancellation of any notice or subpoena for an employee to attend court must, be made in writing at least 24 hours prior to the time of the required attendance. Should it be impractical to notify an employee at least 24 hours in writing, the employee shall be considered notified if:

- (i) contacted by telephone; or
- (ii) the spouse, including a common-law spouse, of the employee is contacted.

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

17. SICK LEAVE

(a) All permanent employees shall be granted sick leave with full pay in accordance with this section and to the extent they have established sufficient sick leave credits.

(i) Employees shall accumulate sick leave credits at the rate of one and one-quarter (1 1/4) days for each completed month of service (e.g., 8 hour day=10 hours; 7.5 hour day=9.38 hours; 7.33 hour day=9.17 hours).

(ii) Maximum unexpended sick leave credit will be 1600 hours, 1500 hours or 1466 hours, respectively, provided, however, that where an employee has accumulated 1600 hours, 1500 hours or 1466 hours, respectively, he/she may accumulate additional sick leave credits in respect of his/her current year of service. Upon completion of a current year of service, any unused portion of the accumulated credits in respect of that year shall be forfeited.

(iii) New employees shall have an advance of 120 hours' sick leave credit and will not accumulate any additional sick leave credit for their first 12 months of employment and thereafter at their normal accumulation rate.

(iv) If an employee does not have any unexpended sick leave credits, the following shall be granted by application and with evidence of a doctor's certificate:

- (1) The first and second days of each occurrence of absence from work on account of sickness shall be without pay;
- (2) Thereafter, such leave shall be at 75% of basic pay for up to 680 hours or 117 calendar days.
- (3) A member, while receiving benefits under this clause, does not accumulate sick leave, annual vacation and accumulated time credits.

(v) Employees eligible to apply for long term disability benefits must apply at the earliest possible time and cannot use unexpended sick leave credits to extend the time for applying for long term disability benefits.

(vi) The employee portion of the Employment Insurance Commission rebate shall not be rebated to employees but shall be placed in trust and utilized to offset future long term disability premium increases.

(b) Employees who are receiving benefits under the Workers' Compensation (Accident Fund) Act and/or regulations and/or the provisions of Article 13, Clause (b) hereof, shall not, in addition thereto, be paid for absence from work due to illness.

(c) Employees shall not be required to work on their day of weekly leave after being away immediately prior to such day on sick leave.

(d) Employees who are sick on holidays shall be entitled to a day off in lieu of the holiday.

(e) When days off for special leave previously assigned in lieu of earned holidays fall during a sick leave period, the employee shall be allowed, the leave at a later date mutually agreeable to the employee and the **Chief** of Police.

(f) For the purpose of this section sickness shall include non-occupational injury or injury to the employee which is not covered by the Workers' Compensation and/or regulations made thereunder, provided, however, that absence from work due to illness or injury resulting from misconduct on the part of the employee, shall not be paid for.

(g) The Chief of Police reserves the right to call for an examination of any employee who is absent from work due to sickness. Such examination shall be conducted by a qualified medical practitioner appointed by the Board.

- (h) Every employee who absents himself/herself from work on account of sickness shall notify the Service without delay.
- (i) Sick leave may be substituted for vacation where it can be established by the employee and substantiated by a Doctor's Certificate that an illness or accident occurred prior to or while on vacation.
- (j) Employees' regular scheduled hours of work and weekly leave shall not be changed by reason of the member's absence from work due to sick leave.

18. VACATIONS

- (a)
 - (i) Employees who have been continuously in the employ of the Board for a period of one year shall receive three (3) weeks' vacation with full pay and three (3) weeks for each consecutive years' service thereafter.
 - (ii) Notwithstanding (a)(i), all employees commencing employment January 1, 1983, and thereafter shall be entitled in respect of the period from the date of employment to the following 31st day of December to vacation leave with pay on the basis of one-quarter (1/4) weeks' vacation leave for every month of service and same must be used by the 31st day of December of the following year.
 - (iii) Subsequent to the 31st day of December first occurring during an employee's period of service, he/she shall be entitled to three (3) weeks' vacation with pay for each full year of service; a "year of service" to be reckoned as the period from January 1st to December 31st of the same calendar year.
 - (iv) Employees who have been continuously in the employ of the Board for a period of eight (8) years shall receive four (4) weeks' vacation with full pay and four (4) weeks for each consecutive year of service thereafter.
 - (v) Employees who have been continuously in the employ of the Board for a period of sixteen (16) years shall receive five (5) weeks' vacation with full pay and five (5) weeks for each consecutive year of service thereafter.
 - (vi) Employees who have been continuously in the employ of the Board for a period of twenty-two (22) years shall receive six (6) weeks' vacation with full pay and six (6) weeks for each consecutive year of service thereafter.
- (b)
 - (i) With the approval of the Chief of Police, employees with five (5) years or more of continuous service may be permitted to accumulate vacation up to six (6) weeks, employees with ten (10) years or more of continuous service may be permitted to accumulate up to eight (8) weeks and employees with twenty (20) years or more of continuous service may be permitted to accumulate vacation up to ten (10) weeks.
 - (ii) When an employee defers a portion of his/her annual leave from year (A) to subsequent year (B) he/she may sign in year (B) in his/her normal order for his/her regular annual leave, but must wait for all other employees to sign before he/she can sign for the deferred annual leave from year (A). Should the schedule be full when the employee attempts to sign for his/her deferred annual leave, the time allowed will be at the discretion of the Chief of Police.
- (c)
 - (i) All pay for the period of earned vacation, if requested by the employee, shall be payable in advance.
 - (ii) Employees proceeding on leave may submit a request for pay advance form to the payroll clerk, three (3) weeks before the required date and such employee shall receive requested pay advances on or before the expiration of three (3) weeks.
- (d) In the event of an employee leaving the Service at any time in his/her vacation year before he/she has had his/her vacation, he/she shall be entitled to a proportionate payment of salary in lieu of such vacation.
- (e) :Employees shall be paid for all holidays which may fall in their period of vacation.
- (f) :Employees who have been continuously in the employ of the Board for a period of twenty-five (25) or more years, upon retirement, will receive, in addition to the vacation specified in subsection (a) of this Clause, three (3) working days vacation with full pay for each completed year in the employ of the Board.

- (g) (i) An employee will be entitled to one (1) additional week of annual vacation if total vacation is taken within the winter period of October 1st to April 30th. The additional week must be taken within the said winter period or be banked in accordance with Clause (h) hereof.
- (ii) For the purpose of this section the winter period of October 1st to April 30th shall include the entire week in which each of the dates fall within.
- (h) Employees may place forty (40) hours time credit in the Time Bank in lieu of one week of their annual vacation without loss of entitlement to the additional week of vacation if remainder of vacation is taken within the winter period.
- (i) The winter period, as applied to annual leave entitlement, will include the total work period, any portion of which falls in the calendar week encompassing October 1st or April 30th. All annual leave, even where combined with accumulated time, must be taken in the winter period in order to qualify for the additional week.

19. ANNUAL LEAVE AND ACCUMULATED TIME SCHEDULE

For the orderly selection of annual leave of employees the following schedule is adopted. Each Zone and or Section will be divided into five (5) groups as follows:

GROUP 1	GROUP 2	GROUP 3	GROUP 4	GROUP 5
1	2	3	4	All Constables with less than two (2) years' service in order of seniority.
5	6	7	8	
9	10	11	12	
13	14	15	16	
17	18	19	20	
21	22	23	24	
25	26	27	28	
29	30	31	32	
33	34	35		

- (a) Only employees of the Service with more than two (2) years' service at the commencement of the year shall be included in Groups 1, 2, 3 and 4. The numbers 1, 2, 3, etc. used in the above table in Groups 1, 2, 3 and 4 represent the employees of the Service in their corresponding order of seniority.
- (b) Each year upon making up the schedule, the group having been lowest in the schedule for the foregoing year shall be moved to top place in the new schedule and the other three (3) groups shall remain in the same order.
- (c) Where a vacancy occurs in Group 1, 2, 3 and 4, the other employees in that group shall be moved up within the group in the schedule for the ensuing year, thus placing the vacancy at the bottom of the group.

When additions are made to Group 1, 2, 3 or 4, they shall be placed at the bottom of the groups in such a manner that each group shall as nearly as possible, art equal number of employees as at January 1st of the current year, provided that, where two or more lesser groups have an equal number, the additions shall be made to the one of these lesser groups standing lowest in the schedule of the current year. If more than one employee completes two years' service in the current year, they shall be added to the schedule in such manner that they shall stand in order of seniority in the schedule for the current year.

- (d) Group 5 in the above table shall include all employees who are entitled to annual leave within the current year who have less than two (2) years' service. They shall be placed in this group in order of seniority, and shall have choice of leave in that order hut as a group shall receive choice of leave after Groups 1, 2, 3 and 4.
- (e) Employees transferred to other divisions shall not suffer a lesser choice of holidays than they would have enjoyed had they not been transferred.
- (f) All constables entering Group 5 who have been previously employed by the Service in another capacity shall be deemed senior to other constables entering Group 5 at the same time.
- (g) Constables on twelve (12) hour shifts will sign for annual leave and accumulated time at a ratio of 1 to 7, whereas N.C.O.'s will sign at a ratio of 1 to 5; e.g.,

35 - 41: 5 employees

42 - 48: 6 employees

- (h) All annual leave and accumulated time will be signed according to shift rather than district.
- (i) Annual leave and accumulated time will be signed as set out above in blocks of 48 or 60 hours per block provided sufficient hours exist, rather than by the week. Signed blocks of 48 or 60 hours must cover complete work periods.
- (j) When all complete blocks (either 48 or 60 hours) of annual leave have been signed by an employee in accordance with the prescribed method of signing, the annual leave remaining will be combined with accumulated time to form a complete block of either 48 or 60 hours. It is understood that in terms of composition, the annual leave hours in a block combining both annual leave and accumulated time, will be the first hours in the block and the accumulated time will be the remaining hours in the block.
- (k) Employees will be required to sign one complete block of accumulated time only, exclusive of any accumulated time which may be combined with annual leave as set out in (j) above.
- (l) In signing accumulated time beyond the first complete block as referred to in (k) above, should an employee wish to sign a complete block of 48 or 60 hours, but is unable to do so because he/she does not have sufficient hours to make a complete 48 or 60 hour block, he/she may draw from his/her time bank sufficient hours, which when combined with his/her remaining accumulated time will result in him/her having a complete block of 48 or 60 hours. However, under no circumstances will he/she be entitled to draw more than eleven (11) hours from his/her time bank for this purpose. It is understood that the employee is not obliged to sign more than one complete block of accumulated time as set out in (k) above but may do so in accordance with this section (l).
- (m) When all annual leave and at least one block of accumulated time in terms of complete blocks of 48 and/or 60 hours has been signed for by an employee, as provided for in the foregoing, such member will be entitled to request the balance of his/her accumulated time to be taken in single segments of twelve (12) hours. Requests for time off to be taken in twelve (12) hour segments, which must be submitted no later than one (1) week in advance of the date leave is to be taken.
- (n) In the event that any remaining accumulated time, as referred to in (m) above, is not divisible by twelve (12), the remaining hours which are less than twelve (12) will be placed in the employee's time bank.
- (o) Employees will be permitted to sign the accumulated time in conjunction with their annual leave provided that such block of time includes twenty-four (24) hours of annual leave. Where the accumulated time being signed does not include twenty-four (24) hours of annual leave, the employee will be required to wait until all others on the roster have signed for annual leave at which time signing will take place for accumulated time in the same order as followed for the signing of annual leave. The ratios as referred to in (g) above will apply for the signing of accumulated time.
- (p) Individual days or segments of twelve (12) hours may be requested at any time in accordance with (m) above. It is understood that should accumulated time be taken prior to being earned and subsequently the employee terminates before earning sufficient accumulated time to cover the shortfall, such time will be deducted from the employee's time bank. Individual days of accumulated time will not be taken on statutory holidays.
- (q) All accumulated time must be signed and allotted by November 1st of each year and must be taken by no later than the last calendar week of the year.
- (r) Accumulated time will be calculated on the following basis:
- Police: Hours in excess of 2,080 per annum
Civilians (Garage): Hours in excess of 2,080 per annum
- (s) Each employee signing annual leave will be required to sign at least one five (5) day working period as part of his/her entitlement.
- (t) (i) Notwithstanding the provisions of this section, no accumulated time may be signed during the months of June, July and August. However, if an employee is not able to sign during the remainder of the year, such employee may place his/her accumulated time in his/her court time bank.
- (ii) Notwithstanding sub-clause (i) hereof, an employee shall be entitled to use up to eleven (11) hours' accumulated time to complete the signing of an annual leave working block in the months of June, July and August.

20. ACCUMULATED TIME

- (a) Employees who work on a twelve (12) hour shift system shall accumulate two (2) hours per week.
- (b) Where a training course is less than one week in duration, a day in class will count as a twelve (12) hour work day. When the course is less than three (3) weeks, a week in class will be considered a work week. Days off will be Sunday/Saturday without any loss of accumulated time credits. When courses extend longer than three (3) weeks, no accumulated time will be credited. However, this does not apply to special teams' training where an employee may be assigned skill maintenance training for a specific period of hours during his/her work day; i.e., SWAT, Bomb Squad, etc.
- (c) When an employee is transferred to or from a position which requires he/she work a twelve (12) hour shift schedule, accumulated time will be calculated at a rate of two (2) hours for each week worked on the twelve (12) hour rotation. Accumulated time will be taken as provided in Schedule "A", Section 19., hereof.
- (d) Where a transfer(s) is made on a date other than Sunday, credit of two (2) hours' accumulated time will be given for the part week so worked.
- (e) In the case of termination, accumulated time will be calculated according to actual time worked.

SCHEDULE "B"

All civilian employees of the Service shall be covered by the memorandum of working conditions outlined in this schedule and where specific provisions are not mentioned, the provisions of the Agreement shall apply:

I. REDUCTION IN STAFF

(a) Notice

IN THE EVENT THE BOARD REDUCES ITS PERMANENT POSITION COMPLEMENT AND SHOULD THAT REDUCTION MEAN THE ELIMINATION OF ANY PERMANENT ASSOCIATION POSITION ENCUMBERED BY A PERMANENT EMPLOYEE, THE BOARD SHALL PROVIDE NOT LESS THAN THIRTY (30) CALENDAR DAYS' WRITTEN NOTICE TO THE AFFECTED PERMANENT EMPLOYEE. THE "AFFECTED PERMANENT EMPLOYEE" SHALL BE THE MOST JUNIOR PERMANENT EMPLOYEE IN THE CLASSIFICATION IN WHICH THE REDUCTION IS TO OCCUR. A COPY OF SUCH NOTICE SHALL BE CONCURRENTLY SUPPLIED TO THE ASSOCIATION.

(b) Options of Permanent Employees Who Have Received Notice of Lay-off

A PERMANENT EMPLOYEE HAVING RECEIVED A NOTICE OF LAY-OFF SHALL HAVE THE RIGHT TO EXERCISE ONE OF THE FOLLOWING OPTIONS:

- (i) TO EXERCISE BUMPING RIGHTS, SUBJECT TO QUALIFICATIONS AND SENIORITY,
- (ii) TO ACCEPT THE LAY-OFF AND BE PLACED ON A LAY-OFF LIST FOR RECALL;
- (iii) TO RESIGN;
- (iv) TO RETIRE, IF ELIGIBLE;

PROVIDED THE BOARD MAY PAY SEVERANCE UPON RESIGNATION BY MUTUAL AGREEMENT BETWEEN THE PARTIES.

(c) Notice to Exercise Bumping Rights

A PERMANENT EMPLOYEE WHO INTENDS TO EXERCISE BUMPING RIGHTS SHALL INDICATE SUCH IN WRITING TO THE HUMAN RESOURCES MANAGER, WITH A COPY TO THE ASSOCIATION, WITHIN SEVEN (7) WORKING DAYS OF RECEIPT OF THE NOTICE OF LAY-OFF. IF THE EMPLOYEE ELECTS TO BUMP, THE PARTIES WILL IDENTIFY THE BUMPING OPTION WITHIN SEVEN (7) WORKING DAYS OF NOTICE FROM THE EMPLOYEE. IF THE EMPLOYEE FAILS TO INDICATE SUCH INTENTION, THE EMPLOYEE WILL BE DEEMED TO HAVE ELECTED TO GO ON LAY-OFF. WHILE EVERY REASONABLE EFFORT WILL BE MADE TO COMPLETE THE BUMPING PROCESS FOR AN EMPLOYEE BEFORE THE LAY-OFF DATE, NO EMPLOYEE WILL BE RETAINED IN THEIR ORIGINAL POSITION BEYOND THE LAY-OFF DATE. BUMPING UP INTO ANY POSITION WITH A HIGHER MAXIMUM SALARY SHALL NOT BE ALLOWED.

(d) Lateral Bumping

ALL BUMPING WILL BE TOWARD ANOTHER ASSOCIATION POSITION. AN EMPLOYEE MAY BUMP TO A POSITION THAT CARRIES THE SAME MAXIMUM SALARY, PROVIDED THE EMPLOYEE IS QUALIFIED AND HAS MORE SENIORITY THAN A PERMANENT EMPLOYEE WHO IS SUBJECT TO BEING BUMPED. THE SALARY RATE WILL BE MAINTAINED.

(e) Downward Bumping

IN THE EVENT THAT NO PERMANENT POSITION IS AVAILABLE AT THE SAME MAXIMUM SALARY FOR WHICH THE EMPLOYEE IS QUALIFIED OR IF THE EMPLOYEE HAS INSUFFICIENT SENIORITY TO BUMP AT THE SAME LEVEL WITHIN THE SERVICE, THE EMPLOYEE MAY BUMP TO A LOWER LEVEL PERMANENT POSITION FOR WHICH THE EMPLOYEE IS QUALIFIED.

(f) Offer of a Position

AN EMPLOYEE WILL HAVE SEVEN (7) WORKING DAYS TO CONSIDER WHETHER TO ACCEPT AN OFFER RESULTING FROM EXERCISING BUMPING RIGHTS. IF THE EMPLOYEE DOES NOT ACCEPT THE OFFER WITHIN THE SEVEN (7) WORKING DAYS, THE EMPLOYEE WILL BE DEEMED TO HAVE ACCEPTED THE NOTICE OF LAY-OFF.

SUCH OFFER WILL BE MADE IN WRITING TO THE EMPLOYEE, WITH A COPY TO THE ASSOCIATION, AND ACCEPTANCE OF THE OFFER MUST BE PROVIDED BY THE EMPLOYEE IN WRITING. IF AN EMPLOYEE ACCEPTS A BUMP TO A LOWER PAYING POSITION, THE RATE OF PAY WILL BE THE MAXIMUM STEP IN THE NEW RANGE OR ONE STEP LOWER THAN THE RATE THE EMPLOYEE WAS RECEIVING IN THEIR FORMER POSITION, WHICHEVER IS THE LESSER, BUT IN NO EVENT SHALL THE RATE OF PAY BE LOWER THAN THE MINIMUM OF THE NEW RANGE.

(g) **Rights of Permanent Employees Bumped**

THE BUMPING: RIGHTS IN THIS CLAUSE SHALL ALSO APPLY TO ANY PERMANENT EMPLOYEE WHO HAS BEEN BUMPED.

(h) **Recall of Permanent Employees Bumped**

(i) SHOULD A POSITION BECOME AVAILABLE WITHIN **TWELVE (12)** MONTHS OF THE LAY-OFF THE MOST SENIOR EMPLOYEE WHO WAS LAID OFF SHALL BE RECALLED IN ORDER OF SENIORITY, PROVIDED THE EMPLOYEE POSSESSES THE QUALIFICATIONS REQUIRED FOR THE POSITION TO BE FILLED.

(ii) NOTICE OF THEIR RECALL SHALL BE BY DOUBLE REGISTERED LETTER, WITH A COPY TO THE ASSOCIATION, WHICH WILL BE SENT TO THEIR LAST KNOWN ADDRESS ON RECORD WITH HUMAN RESOURCES.

(iii) IT SHALL BE THE RESPONSIBILITY OF EACH EMPLOYEE TO NOTIFY HUMAN RESOURCES OF ANY CHANGE IN HIS/HER HOME ADDRESS AND TELEPHONE NUMBER.

(iv) REFUSAL OF A RECALL OR FAILURE TO ANSWER A RECALL NOTICE WITHIN SEVEN (7) WORKING DAYS, AS SPECIFIED HEREIN, SHALL GIVE THE BOARD CAUSE TO CONCLUDE THE EMPLOYEE HAS RESIGNED.

2. VACANCIES AND NEW POSITIONS

(a) When vacancies in the permanent staff occur or new positions of a permanent nature are created in the Service, a notice thereof outlining the position and grade shall be forwarded to all departments of the City; to the Recording Secretary of the Association and to the Recording Secretaries of all other Civic Unions having agreements with the City at least one (1) week prior to an appointment being made thereto, such notice to set forth therein the minimum rate of pay to apply.

(b) In filling vacancies or newly created positions, the applicant from the Service having the most seniority in accordance with the terms of Clause three (3) hereof shall, if qualified, be appointed thereto. In the event, however, the above applicant is considered not qualified to fill the position, such vacancy or new position shall be open to other qualified applicants of the Service and/or to qualified applicants of other departments.

(c) In filling vacancies or new positions created, from applicants from outside the Service regard shall be given to the general length of seniority within the Civic Service coupled with ability, training and experience.

(d) When at any time the Service is engaging additional employees, the permanent employee or casual employee covered by this Agreement last laid off from the Board's service shall be re-engaged, if qualified.

(e) A qualified employee having accepted appointment to a position within or beyond the scope of this Agreement shall be allowed six (6) months in which to prove himself/herself capable of filling the position concerned. If such employee, does not prove himself/herself capable of filling the position concerned, he/she shall revert to his/her former position without prejudice, and without loss of seniority in such former position. By mutual agreement between the Chief of Police and the Association, the six (6) month probationary period may be extended.

3. SENIORITY

(a) There shall be no seniority acquired by an employee during the first continuous year of employment, but after having completed twelve (12) months of continuous employment and successfully completed his/her probationary period, the seniority of the employee shall date from the time he/she last entered the service of the Board or the City, whether or not such entrance falls under the jurisdiction of this Association or another Union having a contract with the Board or the City.

Seniority lists shall be kept, by the Chief of Police and furnished to the Association upon request.

- (b) Having acquired seniority in accordance with the provisions of sub-section (a) hereof, the employee's seniority shall not cease because of
 - (i) Sickness;
 - (ii) Accident;
 - (iii) Vacation;
 - (iv) Approved leave of absence;
 - (v) Lay off of less than six (6) months
- (c) The employee's seniority shall cease, however, if the employee:
 - (i) Voluntarily leaves the service of the Board;
 - (ii) Is discharged and such discharge is not reversed through the grievance procedure provided in Article 8 hereof;
 - (iii) After lay off, fails to report for work within five (5) days after notification by registered mail to his/her address on record with the Service unless he/she furnished reasons for such failure, satisfactory to the Board of Police Commissioners;
 - (iv) Is absent without proper leave;
 - (v) Is not employed by the Board for a period in excess of six (6) months;
 - (vi) Overstays a vacation period or approved leave of absence without reasonable cause.
- (d) Re-engagement Benefits
 An applicant who has had four (4) years' previous service with the Service and has been approved for re-engagement shall be entitled to the indicated benefits on the following basis:
 - (i) Vacation - Vacation seniority to date from re-engagement. Vacation entitlement will be based on total years of service adjusted by the period of absence from the Service.
 - (ii) Superannuation - Superannuation credits at the time of severance will be granted to the re-engaged employee provided that he/she declares, in writing, at the time of re-engagement, that he/she wishes to be re-instated and that he/she is prepared to make the necessary payments to re-instate the annuity portion of his/her pension as provided in Bylaw #2993.
 - (iii) Seniority - Seniority shall date back to date of last entry into the service of the Service.

4. EMPLOYEES PERFORMING SUPERIOR DUTIES

- (a) An employee who is required to temporarily replace another employee in a higher paid position will receive superior duty pay, only if he/she has worked three (3) full days in the higher paid position in the previous twelve (12) month period.
 To be entitled to superior duty pay on any given day, the employee must have acted in the higher paid position for the daily full time hours of the acting employee's regular shift.
 Superior duty pay shall be the minimum rate which has been established for the higher paid position. However, if the employee's regular rate of pay exceeds the minimum rate which has been established for the higher paid position, the employee shall be paid at a rate of pay equivalent to one pay step higher than their own rate of pay. Under no circumstances, however, shall the employee be paid a higher rate than the maximum rate which has been established for the higher paid position.
- (b) Subject to the qualifications; outlined in subsection (a) above, when an employee is required to replace the incumbent of any one higher paid out-of-scope position, the employee shall be paid the greater of the rate of pay applicable to the first step of the higher paid position or an additional amount equal to ten percent (10%) of the employee's normal rate of pay.

ti. MERIT INCREASES

- (a) Increases within the various pay grades shall be in accordance with a recognized method of employee Merit Rating. It is understood and agreed, however, that no employee shall be entitled to a salary increase unless his/her individual merit rating for the particular period under consideration is favourable.
- (b) Employees who consider they have been improperly merit rated shall have the right to appeal for a review of their rating, in accordance with the grievance procedure set forth in Article 8 of this Agreement.

6. HOURS OF WORK

- (a) *Clerical Staff (General)*: Normally 8:25 a.m. to 5:00 p.m., with 1 1/4 hours luncheon, 5 day, 36 2/3 hour week.

Clerk Typist (Transcribing System): Three (3) shifts, 7:00 a.m. to 3:00 p.m.; 3:00 p.m. to 11:00 p.m.; 11:00 p.m. to 7:00 a.m.; with relief shift. Forty (40) minutes luncheon, 5-day, 36 2/3 hour week.

Switchboard Operators: Three (3) shifts, 7:00 a.m. to 3:00 p.m.; 3:00 p.m. to 11:00 p.m.; 11:00 p.m. to 7:00 a.m.; with relief shift. Forty (40) minutes luncheon, 5-day, 36 2/3 hour week.

Terminal Operators: Three (3) shifts, 8:00 a.m. to 4:00 p.m.; 4:00 p.m. to 12 Midnight; 12:00 midnight to 8:00 a.m.; with relief shift. Forty (40) minutes luncheon, 5-day 36 2/3 hour week.

*Caretakers - Mechanical & Maintenance, Foreman, **Building** Superintendent, Janitorial Foreman*: Three (3) shifts, 7:00 a.m. to 3:30 p.m., with one (1) hour for lunch for the first shift; 3:00 p.m. to 11:00 p.m., with half an hour (1/2) for lunch for the second shift; 11:30 p.m. to 7:30 a.m. with half an hour (1/2) for lunch; as circumstances permit.

Garage Attendants: Three (3) shifts, 7:00 a.m. to 3:00 p.m.; 3:00 p.m. to 11:00 p.m.; 11:00 p.m. to 7:00 a.m.; with half an hour (1/2) for luncheon to be taken as circumstances permit but without the employee leaving the Police Garage. 5-day, 40 hour week.

Garage Supervisor, Motor Mechanic: Normally 7:30 a.m. to 4:30 p.m., half an hour (1/2) luncheon, 5-day, 37 1/2 hour week.

Assistant Motor Mechanic: Normally 7:30 a.m. to 4:30 p.m. with half an hour (1/2) for luncheon, 5-day, 37 1/2 hour week.

- (b) Notwithstanding Clause (a) hereof, employees occupying the positions specified in subsection (i) hereof, shall work a compressed work shift which will permit the absence of the employee for one (1) day in each two (2) week period on the understanding that the total hours worked shall not be less than that required by the Agreement.

- (i) Positions Covered:

ADMINISTRATION DIVISION:*Payroll and Accounting*

Chief Clerk
Office Supervisor
Accounting Clerk
Payroll Clerk
Assistant Payroll Clerk
Clerk-Stenographer III

Property

:Property Custodian
Assistant Property Custodian
Property Clerk

Garage

Garage Supervisor
Motor Mechanic
Assistant Motor Mechanic

Caretakers

Building Superintendent
Mechanical & Maintenance Foreman
Janitorial Foreman

TRAFFIC DIVISION:

Traffic Clerk
Processing Clerk II
Clerk-Stenographer III
Clerk-Typist II

CRIMINAL INVESTIGATION DIVISION:

Clerk-Stenographer III
Clerk-Typist II

IDENTIFICATION DIVISION:

Processing Clerk III
Photographic Technician

SUPPORT SERVICES DIVISION:

Clerk-Stenographer III
Clerk-Typist IV
Clerk-Typist III
Clerk-Typist II
Planning and Research Technician

Any other positions covered by Schedule "B" which the Chief of Police and the Association agree should be accorded the privilege of working a similar compressed work week.

- (ii) *Office Staff:* Normally 8:00 a.m. to 5:00 p.m., with fifty-one (51) minute luncheon, eight (8) hour, nine (9) minute day for nine (9) day periods.

Caretakers: Normally 7:30 a.m. to 4:30 p.m. with forty (40) minute luncheon, eight (8) hour, twenty (20) minute day for nine (9) day periods.

Garage: Normally 7:30 a.m. to 4:30 p.m. with thirty (30) minute luncheon, eight (8) hour, twenty (20) minute day for nine (9) day periods.

- (iii) Earned days off as a result of the following described conditions will be deferred in lieu and taken at a later date, mutually agreeable to the employee and the Chief of Police.

(Using Office Staff as Base)

- + Statutory holiday - defer in lieu - 8 hours, 9 minutes
- + Annual leave - defer in lieu - 7 hours, 20 minutes
- + Sick leave - defer in lieu - 7 hours, 20 minutes
- + While on a recognized course - defer in lieu - 7 hours, 20 minutes
- + Requested to work at the approval of the Chief of Police - overtime clauses will apply.

- (iv) When sick leave is used, the employee must "top-up" the then unearned portion of hours of work by the use of the employee's time bank, or the employee may waive the deferred day, using any built-up credits later.

- (v) A switch/exchange of a normal assigned earned day off when requested by the employee and approved by the Chief of Police may only occur upon the completion of a Statutory Declaration.

- (c) Notwithstanding clauses (a) and (b) hereof, Garage Attendants, Matrons, C.P.I.C. Operators and Communications Officers shall work a twelve (12) hour shift configuration and the twelve (12) hour shift configuration referred to in Schedule "A" hereof shall apply.

7. **UNIFORMS**

- (a) The Board agrees to supply clothing annually, unless otherwise stated, to Garage Supervisor, Motor Mechanic, Assistant Motor Mechanic, Garage Attendant, Property Custodian, Assistant Property Custodian, Caretakers, Building Superintendent, Mechanical & Maintenance Foreman, Janitorial Foreman, Cleaner-Matron **AND ELECTRONICS TECHNICIAN** on the following basis:

- + 4 Shirts
- + 2 Ties
- + 2 Pair Trousers
- + 1 Eisenhower Summer Jacket as required
- + 1 Fur Cap as required
- + 1 Battle Dress Nylon Jacket as required
- + 1 Nylon Parka as required
- + 1 Pair of Safety Boots
- + 6 Pair of Socks
- + 1 Pair of Gloves

- (b) In addition to the foregoing, the Board shall pay a cleaning allowance of seven dollars and twenty-five cents (\$7.25) per week to every permanent uniformed civilian employee.

8. **OVERTIME**

- (a) When an employee is required to work overtime and the necessity therefore is certified by the Chief of Police, he/she shall authorize additional payment.
- (b) When an employee is required to work overtime on a normal working day (before and/or after his/her normal work period) he/she shall be paid at the rate of double time for all hours worked.
- (c) When an employee is required to work overtime on his/her regular assigned day off or day of rest, he/she shall be paid at the rate of double time for all hours so worked.
- (d) When a holiday occurs in any week the normal hours of work in that week shall be reduced from forty (40) to thirty-two (32) and thirty-six (36) and two-thirds (36-2/3) to twenty-nine and one-third (29-1/3) where appropriate.

- (e) All employees called out to work overtime, and having left the job before being so called out, shall be paid at the rate of double their regular rate of pay for each hour, or portion thereof, they are required to work overtime on such a call-out. It is further provided, they shall be paid a minimum of three (3) hours at their regular rate of pay for each call-out provided for in this Clause.
- (f) All overtime shall be paid on the basis of the salary paid to the employee at the time he/she is working such overtime.
- (g) Court Appearance
- (1) Day Off - When, as a result of his/her duties, an employee is required to attend court on one of his/her days off duty, he/she shall have the option of receiving one of the following for each court appearance:
- ✦ A minimum of eight (8) hours time off when in the opinion of the Chief of Police the efficiency of the Service permits;
 - ✦ Be paid at double time for each hour or part of an hour during which he/she is in attendance in court or a minimum of four (4) hours at double time, whichever is the greater;
 - ✦ The witness fee.
- (2) Annual Leave - When, as a result of his/her duties, an employee is required to attend court while on annual leave, he/she shall be paid at the rate of double time for each hour or part of an hour so required or a minimum of eight (8) hours at double time, whichever is the greater, and in addition, he/she shall receive two (2) additional days of leave for each day attending court which shall be allotted at the discretion of the Chief.
- In the event that an employee is out of the City when called for court duty, time off in lieu of traveling time plus traveling expenses from the out of City point and return, if necessary, at the current rates, shall be granted upon application of the employee to the Chief of Police.
- (3) Working Day - When, as a result of his/her duties, an employee is required to attend court at any time during the four (4) hour period immediately before commencement of his/her regular shift, he/she shall be paid at the overtime rate for that period only between the time of his/her court appearance and the time of commencement of his/her shift. If the court appearance extends beyond the regular shift, he/she shall be paid at the overtime rate for that period only beyond his/her shift that he/she is at the disposal of the court.
- (4) Maternity, Paternity, Adoption and Association Leave - When as a result of his/her duties an employee is required to attend court while on maternal, paternal, adoption or association leave, he/she shall receive benefits as described in section (g), subsection (1) hereof.
- (5) Sick Leave - An employee attending court pursuant to his/her duties while on sick leave shall receive the benefit which would have been payable had the employee not been sick.
- (6) (i) Employees who as a result of their duties are required to attend court outside of the City of Regina, shall receive in advance, City of Regina approved travel expense monies and police petty disbursements as in subsection (ii) of this section 8(g)(6). Witness fees and expenses received from court to be returned to the City of Regina.
- (ii) If an employee is absent from the city and his/her home as a result of duties or requirements as an employee of the Service, he/she shall, in addition to normal traveling and living allowances, be granted the per diem allowance provided under the normal city travel allowance policy for incidentals such as telephone calls when billeted at a barracks and when staying at a hotel.
- (iii) Straight time off in lieu of traveling time, will be granted in addition to the court appearance on the employee's weekly leave or annual leave, etc., upon application of the employee to the Chief of Police.
- (iv) Straight time rates will apply for travel time in lieu when pay which shall be calculated at the pay rate of employee at time of application.
- (h) (1) Employees covered by Schedule "B" who are entitled to be paid in respect of "overtime" worked shall, at their option, be permitted to be paid therefore or to take time off in lieu of payment, such time off to be granted in the same proportion as the overtime rates. Such time off in lieu of payment may be accumulated by employees in the same manner as provided with respect to court time.

- (2) Time off earned by an employee, pursuant to Article 14 of this Agreement and to section 10 of this Schedule "B" may, at the option of the employee, be accumulated in the same manner as provided in paragraph (4) hereof.
- (3) (i) Time withdrawals from such accumulation shall be by mutual consent between the employee and Chief of Police except in the case of clerical errors in which case the employee will be informed before deductions are made.
- (ii) Employees may at their option, at any time, convert the accumulated time to pay which shall be calculated at the pay rate of the employee at time of application.
- (iii) Notwithstanding clause (ii) hereof, cash withdrawals shall not exceed the relative frequency and overall amounts per year withdrawn in prior years. The amounts shall be adjusted annually having regard to annual increments and increased staffing.
- The amounts shall not include costs attached which arise as a result of employees terminating service by reason of resignation, dismissal, or retirement.
- (4) It is understood that an employee may accumulate up to and including 180 hours and for all hours accumulated in excess of 180 hours, he/she shall be paid in accordance with the provisions of Schedule "A", Section (8) hereof.
- (i) Employees who are required to work during their assigned annual leave shall be paid at the rate of double time for each hour or part of an hour so required or a minimum of eight (8) hours at double time, whichever is the greater and, in addition, they shall receive two (2) additional days of leave for each day required which shall be allotted at the discretion of the Chief of Police. In the event that an employee is out of the City when called for such overtime duty, time off in lieu of traveling time plus traveling expenses from the out of City point and return if necessary, at the current rates, shall be granted upon application by the employee to the Chief of Police.
- (j) Cancellation of any notice or subpoena for an employee to attend court must be made in writing at least 24 hours prior to the time of the required attendance. Should it be impractical, to notify an employee at least 24 hours in writing, the employee shall be considered notified if:
- (i) contacted by telephone; or
- (ii) the spouse, including a common-law spouse, of the employee is contacted.
- If the employee is not so notified in accordance with the foregoing, the employee shall receive the minimum benefit otherwise payable.

9. SICK LEAVE

- (a) (i) Effective January 1, 1974, all permanent employees shall accumulate sick credits from the day they last entered the service of the Board. Such credits shall accumulate monthly at the rate of one and one-quarter (1 1/4) days' credit for each completed month of service, and unexpended sick leave credits shall be cumulative up to but not exceeding two hundred (200) working days.
- (ii) Where an employee has accumulated two hundred (200) working days sick leave credit, he/she may accumulate additional credits in respect of the current year of service. Upon completion of a current year of service, any unused portion of the accumulated credits in respect of that year shall be forfeited.
- (b) New employees shall have an advance of 120 hours' sick leave credit and will not accumulate any additional sick leave credit for their first 12 months of employment and thereafter at their normal accumulation rate.
- (c) If an employee does not have any unexpended sick leave credits, the following shall be granted by application and with evidence of a doctor's certificate:
- (i) The first and second days of each occurrence of absence from work on account of sickness shall be without pay;
- (ii) Thereafter, such leave shall be at 75% of basic pay for up to 680 hours or 117 calendar days.
- (iii) A member, while receiving benefits under this clause, does not accumulate sick leave, annual vacation and accumulated time credits.
- (d) Employees eligible to apply for long term disability benefits must apply at the earliest possible time and cannot use Unexpended sick leave credits to extend the time for applying for long term disability benefits.

- (e) The employee portion of the Employment Insurance Commission rebate shall not be rebated to employees but shall be placed in trust and utilized to offset future long term disability premium increases.
- (f) Employees who have been properly appointed to permanent positions in accordance with this Agreement shall, after they have been employed continuously in the permanent position for a period of thirty (30) days, be entitled to payment for absence from work due to sickness to the extent they have established sick leave credits under Clause (a) hereof.
- (g) For employees commencing service the following Sick Leave Credits shall apply:
- (i) If the employee commences employment during a period from the first to the fifteenth of the month, he/she shall be credited with full credit for that month [i.e. one and one-quarter (1 1/4) days' Sick Leave].
 - (ii) If the employee commences employment during a period from the sixteenth day of the month to the end of the month, he/she shall not be given any sick leave credits for that month.
- (h) For employees terminating their service, the following Sick Leave Credits shall apply:
- (i) If the employee terminates employment during a period from the first to the fifteenth of the month, he/she shall not be given any Sick Leave Credits for that month.
 - (ii) If the employee terminates employment during a period from the sixteenth day of the month to the end of the month, he/she shall be credited with full credit for that month [i.e. one and one-quarter (1 1/4) days' Sick Leave].
- (i) Employees who are on Leave of Absence without pay for any reason whatsoever, in any one (1) calendar month, shall be subject to the following provisions:
- Period of Leave of Absence
 15 days or less - Full Credit (1 1/4 days)
 16 days or more - No Credit
- (j) All employees covered by this Agreement having at least ten (10) years' continuous service and at least thirty (30) days' Sick Leave Credit, upon severance of employment with the Board, except by dismissal, shall be paid at his/her regular rate of pay in the amount of fifty (50) percent of all accumulated Sick Leave the employee may have to his/her credit or seventy-eight (78) days, whichever is the lesser (i.e., twenty-nine (29) days' credit - payment nil; thirty (30) days' credit - payment fifteen (15) days.)
- However, in the event an employee must sever employment with the Board on compassionate and/or extenuating grounds, for reasons such as personal ill health or physical infirmity, the ill health of his/her spouse or children or any others who may be dependent upon such employee, or a transfer of obligation on the part of the employer, and who has at least five (5) years of continuous service, shall be entitled to all of the benefits provided in this Clause.
- (k) Employees who are receiving benefits under the Workers' Compensation Act and/or Regulations made thereunder, shall not be paid for absence from work due to sickness.
- (l) Each employee claiming sick pay under the provisions of this Agreement, shall be required to complete an employee absence report for absence not exceeding four (4) working days, declaring that his/her absence was a result of personal sickness. If an employee is absent from work through sickness for a period exceeding four (4) working days, he/she shall, in addition, produce a medical certificate signed by a duly qualified Medical Practitioner, certifying the said employee was unable to perform his/her work due to personal sickness.
- (m) For the purpose of this section sickness shall include non-occupational injury or injury to the employee which is not covered by the Workers' Compensation and/or regulations made thereunder, provided, however, that absence from work due to illness or injury resulting from misconduct on the part of the employee, shall not be paid for.
- (n) The Board reserves the right to call for an examination of any employee who is absent from work due to sickness. Such examination shall be conducted by a qualified Medical Practitioner appointed by the Board.
- (o) Every employee who absents himself/herself from work on account of sickness, shall, whenever possible, notify his/her supervisor prior to commencement of his/her regular work day and failure to do so, unless notification is shown to have been unavoidable, and satisfactory proof of disability is furnished, may deprive such employee of such sick leave as normally would have accrued to him/her.

- (p) In the event an 'employee is laid off, his/her Sick Credits shall be retained to his/her credit for a period of six (6) consecutive months. At the expiration of the said six (6) months, the sick leave credits the employee has to his/her credit shall either be canceled or the fifty (50) percent vested interest to which he/she is entitled under Clause (f) hereof shall be paid out.
- (q) Employees who are sick on holidays shall be entitled to a day off in lieu of the holiday at the discretion of the Chief. Employees shall have the appropriate deduction made from their accumulated sick leave credits for each occurrence.
- (r)
 - (i) Effective not later than April 1, 1982, any present employee may, at his/her option, elect to convert his/her sick leave entitlement under this section to those provided in Schedule "Pi", Section 17, and forfeit his/her entitlement to the provisions of clause (j) hereof and in its place be entitled to the provisions of Schedule "A", Section 18(f). Such option shall not thereafter be subject to change.
 - (ii) Effective from the date of signing of this Agreement all new employees shall within thirty (30) days elect;entitlement under this Section or the provisions of Schedule "A", Section 17, and. Section 18(f). Such election shall not thereafter be subject to change.

10. VACATIONS

- (a) For employees, vacation credits shall be determined as follows:
 - (i) If an employee commences employment during a period from the first to the fifteenth of the month, he/she shall be credited with full credit for that month.
 - (ii) If an employee commences employment from the sixteenth to the end of the month, he/she shall not be given any credit for that month.
 - (iii) If an employee terminates employment during a period from the first to the fifteenth of the month, he/she shall not be given any credit for that month.
 - (iv) If an employee terminates employment from the sixteenth to the end of the month, he/she shall be credited with full credit for that month.
- (b) Employees shall 'be entitled, in respect of the period from the date of employment to the 31st day of December to vacation leave with pay on the basis of one-quarter (1/4) weeks' vacation leave for every month of service, and same must be used by the 31st day of December of the following year.
- (c) Subsequent to the 31st day of December first occurring during an employee's period of service, he/she shall be entitled to three (3) weeks' vacation with pay for each full year of service, a "year of service" to be reckoned as the period from January 1 to December 31 of the same calendar year.
- (d) Employees shall be entitled to four (4) weeks' annual vacation with pay providing their years of continuous service dated from the time they last entered the Board's service meets the following requirements:

8 years of service

It is agreed that employees who accumulate the required years of service at any time during the year shall be credited with one (1)extra week of annual vacation on that date and for each subsequent year thereafter be entitled to four (4)weeks' annual vacation leave.
- (e) Employees shall be entitled to five (5) weeks' annual vacation with pay providing their years of continuous service dated from the time they last entered the Board's service meets the following requirements:

16 years of service

It is agreed that employees who accumulate the required years of service at any time during the year shall be credited with one (1)extra week of annual vacation on that date and for each subsequent year thereafter, be entitled to five (5) weeks' annual vacation leave.
- (f) Employees shall be entitled to six (6) weeks' annual vacation with pay providing their years of continuous service dated from the time they last entered the Board's service meets the following requirement:

22 years of service

It is agreed that employees who accumulate the required years of service at any time during the year shall be credited with one (1) extra week of annual vacation on that date and for each subsequent year thereafter, be entitled to six (6) weeks' annual vacation leave.
- (g) Employees who leave the Board's service and have not received their accrued annual vacation, shall be allowed pay in lieu of earned vacation as calculated above.

- (h) When an employee defers a portion of his/her annual leave from year (a) to subsequent year (b), he/she may sign in year (b) in his/her normal order for his/her regular annual leave, but must wait for all other employees to sign before he/she can sign for the deferred annual leave from year (a). Should the schedule be full when the employee attempts to sign for his/her deferred annual leave, the time allowed will be at the discretion of the Chief of Police.
- (i) When a holiday falls within an employee's annual vacation, such employee be given an additional day of annual vacation in lieu of the holiday at a time mutually agreeable between the employee and the Chief of Police.
- (j) Sick Leave may be substituted for vacation where it can be established by the employee and substantiated by a Doctor's Certificate that an illness or accident occurred prior to or while on vacation.
- (k) Employees, after they have completed five (5) years of continuous service and with approval of the Chief of Police, may accumulate and take up to but not exceeding six (6) weeks' vacation in any one (1) year. Employees having earned the right to four (4) and five (5) weeks of annual vacation, under the preceding Clauses (d) and (e), may accumulate and take up to but not exceeding eight (8) and ten (10) weeks' vacation leave respectively in any one (1) year.
- (l) All pay for the period of earned vacation, if requested by the employee at least ten (10) calendar days in advance of the commencement of the vacation period, shall be payable prior to taking such leave.
- (m) Upon retiring from the service of the Board, the employee shall be entitled to holiday pay not in excess of the unused current and accumulated holiday credits as set forth in Clause (k) hereof.
- (n) Employees who are on Leave of Absence 'Without Pay for any reason whatsoever in any one (1) calendar month, shall be subject to the following provisions:
 - Period of Leave of Absence
 - 15 days or less • Full Credit
 - 16 days or more • No Credit
- (o) (i) An employee will be entitled to one (1) additional week of annual vacation if total vacation leave is taken within the winter period of October 1st to April 30th. The additional week must be taken within the said winter period or banked in accordance with clause (p) hereof.
 - (ii) For the purpose of this section, the winter period of October 1st to April 30th shall include the entire week in which each of the dates fall within.
- (p) Employees may place forty (40) hours' time credit in the time bank in lieu of one (1) week of their annual vacation without loss of entitlement of the additional week of vacation if remainder of vacation is taken within the winter period.

11. CLASSIFICATION OF POSITIONS —

Employees who are within this Schedule shall be classified into an appropriate number of pay classes and shall provided their work performance is satisfactory, receive annual increments in pay as provided for in their respective pay classes.

12. IN-HIRING RATES OF PAY

The in-hiring rates of pay shall be the minimum rate provided, however, that when no qualified person can be secured at the minimum rate, the Board of Police Commissioners or the Chief of Police shall inform the Association, and, after the situation has been discussed, the in-hiring rate on original employment may be any rate above the minimum but not exceeding the maximum.

13. ALLOCATION OF POSITIONS

- (a) Allocation of positions to the various pay grades shall be made by the Board of Police Commissioners through the medium of a recognized job evaluation or position classification system.
- (b) Existing Positions - When the Association considers that a position, within the scope of this agreement, has been improperly classified, the Association may appeal to the Job Evaluation Appeal Committee, comprised of two (2) representatives of Management and two (2) representatives of the Association, for a mutual review of the disputed classification. Failing to secure satisfaction from such mutual review, the association may then appeal to have the dispute referred to a Joint Council, pursuant to Section 14 of this Schedule. It being understood and agreed the decision of the Joint Council shall be binding and shall be retroactive to the date the appeal was first lodged with the Job Evaluation Appeal Committee.

- (c) New Positions - When a new position of a permanent nature is created, the Association and the Board of Police Commissioners shall, if possible, agree upon an appropriate rate of pay therefore. In the event mutual agreement cannot be achieved, the Board of Police Commissioners shall establish a rate of pay and same shall be maintained pending results of action under the terms of Clause (14) hereof. The rate of pay finally determined shall be retroactive to the date of appointment in respect of any employee hired at a lower rate.

14. JOINT COUNCIL

- (a) At the request of the Association or the Board, mutual arrangements shall be made to establish a Joint Council for the purpose of settling disputes pertaining to the classifications or reclassification of positions covered by this Agreement.
- (b) The Joint Council herein referred to shall consist of one (1) member appointed by the Association, one (1) member appointed by the Board and a Chairperson acceptable to both parties. It being understood and agreed, the recommendation of the Joint Council shall be final and binding on both parties to this Agreement.

15. DIFFERENTIAL PAY

- (a) (i) In addition to the foregoing salaries or wages, a Shift Differential in the amount of fifty (\$.50) cents per hour shall be paid to shift employees where at least half of the hours worked in that shift fall between the hours of 4:00 p.m. and 8:00 a.m. It being understood that in the above circumstances, the employee shall receive the shift differential for all regular hours worked.
- (ii) **EFFECTIVE JANUARY 1, 2000**, wherever fifty (\$.50) cents per hour appears in sub-clause (i) hereof, it shall be deemed to read **SIXTY-FIVE (\$.65) CENTS PER HOUR**.
- (b) When an employee is normally required to work between the hours of 4:00 p.m. and 8:00 a.m. on a holiday, he/she shall be paid the differential pay in addition to premium pay for working on the holiday.
- (c) Differential pay shall not be paid when an employee is being paid overtime for working hours which are in excess of his/her normal working hours.
- (d) Differential rates shall not form part of the basic wage rates.

16. FIREMAN'S CERTIFICATE

All Fireman's Certificates required by employees of the Service, shall, with the exception of the first one required by each employee, be paid for by the Board.

17. JURY DUTY

In the event that an employee is required to serve as a Juror or to appear in court as a Witness, he/she shall suffer no loss of pay, providing his/her Juror's Fee or his/her Witness Fee is paid over to the Treasurer, City of Regina.

18. AUTOMATION

In the event mechanical or electronic equipment is installed, management shall provide reasonable training arrangements for the employees affected by such installations in order that such employees may have an opportunity to become qualified for available jobs. Technological change shall be governed by Section 43 of the Trade Union Act R.S.S. 1978 as amended.

19. TOOL REPLACEMENT ALLOWANCE

The Board shall pay to every Journeyman Mechanic working in the Police Garage an allowance to a maximum of one hundred dollars (\$100.00) per year for replacement of lost or damaged tools, subject to presentation of receipts upon request of the supervisor.

20. PAY

- (a) The rate of pay shall be as follows:

EFFECTIVE JANUARY 1 - DECEMBER 31, 1999

Bi-Weekly Pay Rates
Annual Rates

FAY CLASS	CLASSIFICATIONS	PAY STEPS				
1	Vacant	\$---	\$768	\$818	\$869	\$925
			\$20,045	\$21,350	\$22,681	\$24,143
2	Vacant	\$---	\$818	\$869	\$925	\$985
			\$21,350	\$22,681	\$24,143	\$25,709
3	Cleaner Clerk Typist II	\$---	\$869	\$925	\$985	\$1,052
			\$22,681	\$24,143	\$25,709	\$27,457
4	Matron/Cleaner Switchboard Operator	\$---	\$925	\$985	\$1,052	\$1,123
			\$24,143	\$25,709	\$27,457	\$29,310
5	Accounting Clerk I Clerk Typist III RIIU Monitor Service & Information Clerk	\$---	\$985	\$1,052	\$1,123	\$1,193
			\$25,709	\$27,457	\$29,310	\$31,137
6	Caretaker Clerk Typist IV Police Information Clerk Secretary I	\$---	\$1,052	\$1,123	\$1,193	\$1,276
			\$27,457	\$29,310	\$31,137	\$33,304
7						
8						
	Records Verification Clerk RIIU Clerk					
9	Technical Assistant II	\$1,193	\$1,276	\$1,362	\$1,455	\$1,552
		\$31,137	\$33,304	\$35,548	\$37,976	\$40,507
10	CPIC Supervisor Motor Mechanic Payroll Clerk Photographic Technician Property Custodian	\$1,276	\$1,362	\$1,455	\$1,552	\$1,656
		\$33,304	\$35,548	\$37,976	\$40,507	\$43,222
11	Applications Support Analyst Building Superintendent Communications Coordinator Communications Officer Cultural Relations Officer Financial Assistant Records Supervisor Victim Services Coordinator	\$1,362	\$1,455	\$1,552	\$1,656	\$1,766
		\$35,548	\$37,976	\$40,507	\$43,222	\$46,093
12	Communications Supervisor Crime Analyst Garage Supervisor Public Information Officer	\$1,455	\$1,552	\$1,656	\$1,766	\$1,883
		\$37,976	\$40,507	\$43,222	\$46,093	\$49,146
13	Electronics Technician Planning & Research Analyst	\$1,552	\$1,656	\$1,766	\$1,883	\$2,015
		\$40,507	\$43,222	\$46,093	\$49,146	\$52,592
14	Network Support Analyst	\$1,656	\$1,766	\$1,883	\$2,015	\$2,148
		\$43,222	\$46,093	\$49,146	\$52,592	\$56,063
15	Systems Analyst	\$1,766	\$1,883	\$2,015	\$2,148	\$2,290
		\$46,093	\$49,146	\$52,592	\$56,063	\$59,769

EFFECTIVE JANUARY 1 - DECEMBER 31, 2000

PAY CLASS	CLASSIFICATIONS	<i>Bi-Weekly Pay Rates</i>				
		<i>Annual Rates</i>				
		PAY STEPS				
1	Vacant	\$---	\$783	\$834	\$886	\$944
			\$20,436	\$21,767	\$23,125	\$24,638
2	Vacant	\$---	\$834	\$886	\$944	\$1,005
			\$21,767	\$23,125	\$24,638	\$26,231
3	Cleaner	\$---	\$886	\$944	\$1,005	\$1,073
	Clerk Typist II		\$23,125	\$24,638	\$26,231	\$28,005
4	Matron/Cleaner	\$---	\$944	\$1,005	\$1,073	\$1,145
	Switchboard Operator		\$24,638	\$26,231	\$28,005	\$29,885
5	Accounting Clerk I	\$---	\$1,005	\$1,073	\$1,145	\$1,217
	Clerk Typist III		\$26,231	\$28,005	\$29,885	\$31,764
	RIIU Monitor					
	Service & Information Clerk					
6	Caretaker	\$---	\$1,073	\$1,145	\$1,217	\$1,302
	Clerk Typist IV		\$28,005	\$29,885	\$31,764	\$33,982
	Police Information Clerk					
	Secretary I					
	Traffic Clerk					
	Clerk Typist V					
7	Garage Attendant	\$1,073	\$1,145	\$1,217	\$1,302	\$1,389
	Identification Clerk	\$28,005	\$29,885	\$31,764	\$33,982	\$36,253
	Mechanical Maintenance Caretaker					
	Property Clerk					
	Technical Assistant I					
8	Aboriginal Victim Resource Officer	\$1,145	\$1,217	\$1,302	\$1,389	\$1,484
	Accounting Clerk II	\$29,885	\$31,764	\$33,982	\$36,253	\$38,732
	Assistant Payroll Clerk					
	CPIC Document Clerk					
	CPIC Radio Operator					
	Commercial Crime Assistant					
	Planning & Research Assistant					
	Reader					
	Records Verification Clerk					
	RIIU Clerk					
9	Technical Assistant II	\$1,217	\$1,302	\$1,389	\$1,484	\$1,583
		\$31,764	\$33,982	\$36,253	\$38,732	\$41,316
10	CPIC Supervisor	\$1,302	\$1,389	\$1,484	\$1,583	\$1,689
	Motor Mechanic	\$33,982	\$36,253	\$38,732	\$41,316	\$44,083
	Payroll Clerk					
	Photographic Technician					
	Property Custodian					
11	Applications Support Analyst	\$1,389	\$1,484	\$1,583	\$1,689	\$1,801
	Building Superintendent	\$36,253	\$38,732	\$41,316	\$44,083	\$47,006
	Communications Coordinator					
	Communications Officer					
	Cultural Relations Officer					
	Financial Assistant					
	Records Supervisor					
	Victim Services Coordinator					
12	Communications Supervisor	\$1,484	\$1,583	\$1,689	\$1,801	\$1,921
	Crime Analyst	\$38,732	\$41,316	\$44,083	\$47,006	\$50,138
	Garage Supervisor					
	Public Information Officer					
13	Electronics Technician	\$1,583	\$1,689	\$1,801	\$1,921	\$2,055
	Planning & Research Analyst	\$41,316	\$44,083	\$47,006	\$50,138	\$53,636
14	Network Support Analyst	\$1,689	\$1,801	\$1,921	\$2,055	\$2,191
		\$44,083	\$47,006	\$50,138	\$53,636	\$57,185
15	Systems Analyst	\$1,801	\$1,921	\$2,055	\$2,191	\$2,336
		\$47,006	\$50,138	\$53,636	\$57,185	\$60,970

EFFECTIVE JANUARY 1 -- DECEMBER 31, 2001

PAY CLASS	CLASSIFICATIONS	<i>Bi-Weekly Pay Rates</i>				
		<i>Annual Rates</i>				
		PAY STEPS				
1	Vacant	\$---	\$799	\$851	\$904	\$963
			\$20,854	\$22,211	\$23,594	\$25,134
2	Vacant	\$---	\$851	\$904	\$963	\$1,025
			\$22,211	\$23,594	\$25,134	\$26,753
3	Cleaner Clerk Typist II	\$---	\$904	\$963	\$1,025	\$1,094
			\$23,594	\$25,134	\$26,753	\$28,553
4	Matron/Cleaner Switchboard Operator	\$---	\$963	\$1,025	\$1,094	\$1,168
			\$25,134	\$26,753	\$28,553	\$30,485
5	Accounting Clerk I Clerk Typist III RIIU Monitor Service & Information Clerk Caretaker	\$---	\$1,025	\$1,094	\$1,168	\$1,241
			\$26,753	\$28,553	\$30,485	\$32,390
6	Clerk Typist IV Police Information Clerk Secretary I Traffic Clerk	\$---	\$1,094	\$1,168	\$1,241	\$1,328
			\$28,553	\$30,485	\$32,390	\$34,661
7	Clerk Typist V Garage Attendant Identification Clerk Mechanical Maintenance Caretaker Property Clerk Technical Assistant I	\$1,094	\$1,168	\$1,241	\$1,328	\$1,417
		\$28,553	\$30,485	\$32,390	\$34,661	\$36,984
8	Aboriginal Victim Resource Officer Accounting Clerk II Assistant Payroll Clerk CPIC Document Clerk CPIC Radio Operator Commercial Crime Assistant Planning & Research Assistant Reader Records Verification Clerk RIIU Clerk	\$1,168	\$1,241	\$1,328	\$1,417	\$1,514
		\$30,485	\$32,390	\$34,661	\$36,984	\$39,515
9	Technical Assistant II	\$1,241	\$1,328	\$1,417	\$1,514	\$1,615
		\$32,390	\$34,661	\$36,984	\$39,515	\$42,152
10	CPIC Supervisor Motor Mechanic Payroll Clerk Photographic Technician Property Custodian	\$1,328	\$1,417	\$1,514	\$1,615	\$1,723
		\$34,661	\$36,984	\$39,515	\$42,152	\$44,970
11	Applications Support Analyst Building Superintendent Communications Coordinator Communications Officer Cultural Relations Officer Financial Assistant Records Supervisor Victim Services Coordinator	\$1,417	\$1,514	\$1,615	\$1,723	\$1,837
		\$36,984	\$39,515	\$42,152	\$44,970	\$47,946
12	Communications Supervisor Crime Analyst Garage Supervisor Public Information Officer	\$1,514	\$1,615	\$1,723	\$1,837	\$1,959
		\$39,515	\$42,152	\$44,970	\$47,946	\$51,130
13	Electronics Technician Planning & Research Analyst	\$1,615	\$1,723	\$1,837	\$1,959	\$2,096
		\$42,152	\$44,970	\$47,946	\$51,130	\$54,706
14	Network Support Analyst	\$1,723	\$1,837	\$1,959	\$2,096	\$2,235
		\$44,970	\$47,946	\$51,130	\$54,706	\$58,334
15	Systems Analyst	\$1,837	\$1,959	\$2,096	\$2,235	\$2,383
		\$47,946	\$51,130	\$54,706	\$58,334	\$62,196

SCHEDULE "C"

COMPRESSED WORK WEEK

In adopting the compressed work week for the Service on an indefinite basis rather than a trial basis, the terms and conditions covering the compressed work week are set out below and are essentially the same as those which covered the "trial basis" compressed work week arrangement.

PROPOSED PATTERNS

- (a) Employees would receive a designated date off:
 - (i) in a two week period (5/4)
 - (ii) in a three week period (5/5/4)
 - (iii) No employees shall be credited or debited a designated day off as a result of transfer
 - (b) The designated day off would be scheduled adjacent to the employee's day off and day of rest and predetermined on a yearly basis wherever possible.
1. The terms and conditions of the Association Agreement will be applicable to this work week arrangement, except the following:

Article 7(a) - Leave of Absence

(c) - Maternity, Paternity or Adoption Leave

An employee on leave of absence without pay for the above reasons will not be entitled to any designated days off that occur while on such leave of absence without pay.

Article 14 - Holidays

For the purposes of this section the length of an employee's working day or extra day off will be determined by the particular work schedule the employee is operating under on the date the holiday occurs or is declared.

Schedule "A"

Article 9(b)-(d) - Hours of Work

To accommodate the compressed work week as indicated in the proposed patterns of this memorandum the employees of the Service may work in excess of eight (8) hours per day in accordance with the employee's particular work schedule.

Add the following to Clause Id):

The lunch period for the Communications Operators (civilian Dispatchers) shall be forty (40) minutes per day.

Article 16 - Overtime

- (a) Employees who are required to work in excess of their scheduled hours in each day or week shall be paid at a rate of double time for the hours so worked.
- (c) For the purposes of this section, the length (time) of additional days of leave will be determined by the particular work schedule of the employee.

Article 18 - Vacations

- (a) Annual vacation credits will be converted to hours on the following basis:

Number of days x 8 hours = Total Annual Vacation Credits
(e.g., 10 days x 8 hours = 80 hours)

For the application of this Article, the following shall apply:

3 weeks' vacation = 120 hours
4 weeks' vacation = 160 hours
5 weeks' vacation = 200 hours
6 weeks' vacation = 240 hours
8 weeks' vacation = 320 hours
10 weeks' vacation = 400 hours

One day of vacation shall be deemed to be equivalent to the amount of hours worked per day on the employee's specific work schedule.

- (f) Pursuant to Article 18(f), a working day will be determined to be eight (8) hours, therefore, the maximum entitlement shall be a total of 24 hours yearly.
- (g)-(h) Wherever one week of vacation is mentioned it shall be deemed to be 40 hours.

Schedule "B"**Article 6 - Hours of Work**

Civilian Staff other than those listed in Article 6, sub-section (i) who participate in this compressed work week, will have hours of work determined by their particular schedules.

Article 8(c) - Overtime

Overtime to include designated day off.

Article 8 & 9 - Overtime & Sick Leave

To be applied under the guidelines and terms of reference of those civilians who are currently operating a compressed work week schedule in accordance with the contract.. They are described in Schedule "B", Article 6, sub-section (b)(i).

Article 10 - Annual Vacation

Convert all annual leave to hours.

2. Hours of work for employees participating in the compressed work week will be as listed below:
 - 5/5/4 - 8 1/2 hours per day sworn employees; 7 hour, 50 minute day civilian
 - + 5/4 - 9 hours per day sworn employees - 8 hour, 9 minute day civilian
 - 10 hour days - 10 hours per day
 - 12 hour days - 12 hours per day
 - + Employees participating in the 5/4 schedule will have 13 hours credited to their time bank at the start of the trial period to compensate for the additional hours worked during the course of the trial period.
3. Employees attending a training course in excess of three weeks shall assume hours of work to coincide with the course curriculum and shall not be entitled to the designated days off that fall within that period.
4. Under this new work week arrangement, there shall be no banking of designated days off except under special circumstances and with the approval of the Divisional Commander.

POLICE DESIGNATED DAY OFF SYSTEM**Extra Day Off/Every Second Week - 5/4****Sworn Employees**

Formerly an 8 hour day, which became a 9 hour day. **As** a result of an overwork of 26 hours per year, these hours are banked for future use.

Areas so affected:

- Patrol District Staff Sergeant
- Patrol District Sergeants (day shift)
- Crime Prevention Sergeant
- Operation Traffic Staff Sergeant
- Court Preparation Sergeant
- Court Liaison Officer
- Detention Sergeant
- Traffic Enforcement Coordinator
- Planning and Research Section
- Community Services; Staff Sergeant
- Training Section
- Cultural Liaison Officer
- Communications Centre Staff Sergeant
- Identification Section Staff Sergeant
- Identification Section Sergeant
- Firearms Registrar (Police)
- Process Service Sergeant
- Central Registry Staff Sergeant
- Crime Analyst Sergeant
- Crime Prevention Officers

Criminal Investigation Division as follows:

- Major Crime Staff Sergeant
- Fraud Unit
- Drug Unit
- Morality Unit
- Hotels/Pawnshop Unit
- Arson Unit
- Polygraph Unit
- General Investigation Staff Sergeant
- Stolen Auto Sergeant
- Juvenile Crime Coordinator
- Intelligence Unit
- Robbery/Homicide Unit
- Adult Crime Unit
- Juvenile Crime Unit

Civilian Employees

Formerly 7 1/3 hour day, which became an 8 hour, 9 minute day.

- Areas so affected:
- Fiscal Management
 - Staff Development
 - ALL stenographic positions not previously covered under Agreement
 - Library Technician
 - Photography Technician
 - Firearms Registrar (Civilian)
 - Summons Process Clerk
 - Intelligence Unit
 - Central Registry Process Clerks
 - Records Control Clerk Steno III >
 - Identification Process Clerk III >
 - Support Services Clerk Steno III >
 - I.S.D. Clerk Steno III > These positions covered
 - I.S.D. Clerk Typist III > under Section 6 of
 - Property Custodian > Schedule "B"
 - Assistant Property Custodian >
 - Property Clerks >
 - Technician III (Electronics)
 - Programmer Analyst
 - Victim Services Coordinator
 - Cultural Relations Worker

Extra Day Off Every Third Week - 5/5/4

Sworn Employees

Formerly worked an 8 hour day, which became an 8 1/2 hour day.

- Areas so affected:
- Hit and Run Section
 - High School Resource Officers
 - School Patrol Officers
 - Communications Operator (civilian Dispatcher)

Civilian Employees

Formerly worked a 7 hour, 50 minute day, which became an 8 hour, 9 minute day.

- Areas so affected:
- Central Registry Process Clerk II
 - CPIC Validation position

Extra Day Off Every Week

Sworn Employees

Formerly worked an 8 hour day, which became a 10 hour day.

- Areas so affected:
- Identification Corporal and Constables
 - Canine Section

Civilian Employees

Formerly worked an 8 hour and 20 minute day, which became a 10 hour day.

- Areas so affected:
- Caretakers
 - Caretakers, Mechanical Maintenance

Positions NOT Covered:

- Civilian Employees:
- Switchboard Operators
 - CPIC Operators
 - Records Control Supervisors and other designated Central Registry staff
 - File Control Clerk II
 - RAD Code Clerk III

SCHEDULE 'D'

Regina Police Superannuation and Benefit Plan Proposed Arrangement to Restore Financial Stability to the Plan

1. BENEFITS

(a) Present Pensioners

Continue pensions as currently administered (including present and future COLAs).

(b) Present Employees

(i) Administer pension benefits earned for service up to December 31, 1993, as in the past.

(ii) For pension benefits earned for service after January 1, 1994, recognize additional lump sum payments on termination or retirement in the calculation of highest three (3) year average salary so as to include a total of three (3) years' earnings (rather than three (3) years' plus the additional payments).

(c) Future Employees

Recognize additional payments (retirement gratuity, accrued vacation and court time bank) on termination or retirement in the calculation of highest three (3) year average earnings so as to include a total of three (3) years' earnings.

Note: The effect of the change for post January 1, 1994, service would ensure that "highest average salary" would not exceed the employee's highest rate of pay prior to retirement or termination.

(d) More Equitable Treatment of Overtime, etc.

Instead of the specific change for post January 1, 1994, service in (b) and (c) above, "highest average salary" under the Plan will be limited to some maximum percentage of highest three (3) year average base (regular) salary by allowing employees to have any combination of overtime, shift differentials, court time bank, retirement gratuity and accrued vacation to be included in calculation of their "highest average salary". This percentage would be determined by the actuary so as to be cost neutral relative to the change in the treatment of additional payments on retirement or termination described in (b) and (c).

A corresponding limit will be placed on the amount of overtime and other earnings on which contributions will be required to be paid.

Although substituting; (d) for (b) and (c) in respect of post January 1, 1994, service would have no different effect on the cost of the Plan, it will ensure more equity between the Plan members in the treatment of overtime, etc., for pension purposes.

2. INTERIM FUNDING

(a) Equal Cost Sharing

Employer and employees continue existing cost-sharing formula (50/50 sharing, except that the employer contributes an extra half percent (1/2%) of pay plus \$5,329.08 per month).

(b) Interim Contribution Increase

As an interim measure pending the completion of existing litigation, continue increased employer and employee contributions by 1% of pay each effective January 1, 1997. These additional contributions shall be terminated upon receipt of a court award or a settlement at which time the employer's interim 1% contribution shall be added to and form part of employee wages.

Note: The increase in employee contributions would be included in any calculation of excess employee contributions under the Plan's "50% Rule".

(c) Court Award or Settlement

Apply the court award or settlement to reduce the unfunded liability.

3. ACTION FOLLOWING COURT AWARD OR SETTLEMENT

(a) Amortization of Unfunded Liability

Redetermine employer and employee contribution rates to amortize the balance of the unfunded liability as a level percentage of pay over a period of fifteen (15) years. The amortization period would be extended, if necessary, to limit employer and employee contribution rates to no more than present (1993) rates).

The unfunded liability to be amortized will reflect any experience gains or losses incurred up to January 1, 1997.

This would be subject to approval by the Superintendent of Pensions and any necessary variation in the provincial Pension Benefits Regulations with respect to amortization of unfunded liabilities and solvency deficiencies.

(b) First Priority -- Restoration of Benefit Reduction Retroactive to January 1, 1994

If the unfunded liability has been reduced sufficiently to permit employer and employee contributions to decrease below present (1993) rates, use the difference (i.e., the possible reduction below the present combined rates), to a maximum cost of one percent (1%) of pay (total), to either:

- (i) reinstate the previous (pre-1994) procedure for administering “highest average salaries” at retirement or termination, retroactive to January 1, 1994, or
- (ii) improve pension benefit; in another form, as the parties may decide (e.g., improve COLA).

If an award or settlement is received after January 1, 1997, this provision would apply when the award or settlement is received.

(c) Second Priority -- Liquidation of Unfunded Liability

If the combined contribution rate resulting from (a) is more than one percent (1%) of pay (total) less than the present (1993) combined rate, maintain the present (1993) contribution rates until the unfunded liability is liquidated (i.e., shorten the amortization period).

(d) Third Priority -- Restoration of Remaining Benefit Reduction

Once the unfunded liability is eliminated, restore any reduction in the Plan’s current service cost resulting from the changes under 1(b), (c) or (d) not already restored under 3(b) above, to restore, or otherwise improve, benefits under the Plan.

The parties could, but only by mutual agreement at that time, agree that the restoration take the form of an increase to salaries or other benefits instead.

(e) Experience Gains or Losses After 1997

Any experience gains occurring after January 1, 1997, will be applied to reduce the unfunded liability (until the unfunded liability is liquidated).

Any experience losses occurring after January 1, 1997, will be treated in accordance with the Pension Benefits Act provisions related to “experience deficiencies”. (Note: This could result in employer and employee contribution rates increasing above the present (1993) rates, as a result of future plan experience).

4. **VALIDITY OF ADMINISTRATION OF ADDITIONAL SALARY PAYMENTS AT RETIREMENT OR TERMINATION AND 1982 AMENDMENTS**

(a) Administration of Additional Salary Payments

Accept the validity of past Administrative Board decisions and administration of additional salary payments at retirement or termination, pending intended litigation against The Wyatt Company.

(b) 1982 Amendments

Accept the validity of 1982 Plan amendments, pending litigation against The Wyatt Company.

LETTER OF INTENT

During negotiations for the Collective Agreement covering 1999, 2000 and 2001, and forming part of the Memorandum of Agreement dated the 31st day of **January**, A.D. 2000, intent in respect to a number of items was agreed to as follows:

ITEM 1: LEAVE FOR MEDICAL APPOINTMENTS

The following wording will remain in the Administrative Manual:

- (a) Short term leave for medical and dental appointments during normal working hours shall be granted to employees who are unable to obtain appointments during off duty times.
- (b) Employees may apply for such leave to their immediate supervisor, who shall grant the request provided it is made, where circumstances permit, at least 24 hours prior to the time requested, and provided the exigencies of the Service allow the absence from duty of the employee concerned.
- (c) For the purpose of this Section, "short term" shall mean the time period required during a routine visit for treatment to a medical or dental practitioner.

ITEM 2: ASSOCIATION MEMBERSHIP ON BOARDS AND COMMITTEES

The Association shall have representation on the following Boards and Committees:

- + Equipment Board
- + Occupational Health and Safety Board
- + Human Resource Development Committee
- + Technology Development Committee
- + Policy and Procedure Review Committee
- + Employment Equity Committee
- + Employee & Family Assistance Program Committee
- + Strategic Planning Committee
- + Any Ad Hoc Committee that involves hours of work or conditions of employment
- + Promotion Board as Observer only

ITEM 3: HUMAN RESOURCE DEVELOPMENT COMMITTEE

In an effort to respond in a positive manner to the concerns of the Association in respect to items related to staff development, it was agreed that meetings would be considered between the representatives of the Association **and** the Service Administration with a view to developing a program mutually acceptable to both the Association and the Board which will deal effectively with the following:

- (a) Vacancies and New Positions
- (b) Promotional Plan (Officers)
- (c) Staff Development
- (d) Corporal Rank
- (e) Preferred Positions

ITEM 4: TRAINING PROGRAM – C.I.D.

Notwithstanding the wording of Schedule "A", Section 6(c)(ii), of the agreement, it was agreed to extend the present three (3) months to one (1) year on a trial basis outside of the Contract and to be reviewed by both parties on an on-going basis. Constraint on 24% of the trainees as per 76% current N.C.O. strength with no reduction in N.C.O. strength.

This item does not apply while the present Sergeant/Corporal Letter of Intent, dated January 16, 1995, is in effect.

ITEM 5: CLOTHING ISSUE

- (a) The Board will make every effort to ensure that the complete clothing issue is made as early as possible in the year.
- (b) The parties agree to establish a Joint Committee of equal representation to examine the present clothing issue to determine if cost savings can be achieved. It is further agreed such savings will be utilized to improve the quality and/or selection of clothing.

ITEM 6: SHIFTING

The parties agree to establish a Joint Committee consisting of equal representation to examine the flexibility of manpower deployment within the shift configurations.

The Committee shall identify the concerns and attempt to resolve same. In the event no resolution is forthcoming the Committee shall, by agreement, either:

- (a) draft appropriate recommendations and present those to the bargaining principals; or
- (b) refer the matter to mediation/arbitration with a summary outline of their respective positions

ITEM 7: SCHEDULE "B" - HOURS OF WORK

The Service and the Association will form a committee to identify the hours of work presently being performed by civilian employees and to amend the collective agreement accordingly.

ITEM 8: LONG TERM DISABILITY PLAN

The parties agree to the creation of a Long Term Disability Plan whereunder Board liability with regard to funding is limited to contributors of .3% of employee's salary (formerly ancillary contributions to the Pension Plan). Long Term Disability benefits under the Plan are to be determined solely by reference to what is provided by:

- (a) contributions of .3% by the employer and .3% by employees (total .6%); and
- (b) interest and any other amounts allocated with regard to a member or former member.

The parties agree the Plan will be reviewed on or before December 31, 1997, and if it is found upon review that existing contributions are insufficient to ensure the solvency of the Plan, LTD benefits will be reduced as required.

ITEM 9: ARTICLE 8 – GRIEVANCES AND DISPUTES

The parties agree a third Arbitrator will be added to clause (f) by mutual agreement.

ITEM 10: N.C.O. PROMOTION PLAN

The parties agree to formulate a Committee of equal representation to review the existing N.C.O. Promotion Plan.

ITEM 11: SICK LEAVE

The parties agree to establish a Committee of equal representation to review the existing sick leave provisions for all employees covered by this agreement.

ITEM 12: SCOPE

The parties agree to submit a joint application to the Labour Relations Board to amend the Certification Order so it is consistent with Article 2 of the Agreement.

**MEMORANDUM OF AGREEMENT,
RE: SERGEANT & CORPORAL RANK ESTABLISHMENT**

The parties agree as follows:

1. For the trial period commencing Sunday, (January 1, 1995, and ending on Wednesday, December 31, 1997, the permanent establishment for Sergeants and Corporals will be as follows:
 - Sergeant: 50
 - Corporal: 45

2. Notwithstanding clause (1) hereof, if it becomes necessary during the trial period to increase or decrease the number of sworn members within the Police Service for any reason whatsoever, the number of Sergeants and Corporals will be determined as follows:
 - Sergeant: 15.8% of sworn members
 - Corporal: 14.2% of sworn members

3. The process of assigning members of the Service to positions shall be carried out, through the Executive Management of the Service, in consultation with the Working Committee established under the Human Resource Development Program. It is further agreed this Human Resource Development Program will not be delayed from its completion for any reason, other than financial cost implications, by either party.

4. At the conclusion of the trial period, the parties may agree to one of the following:
 - (a) Extend the trial period without otherwise changing the system; or
 - (b) Adopt the system, with our without mutually agreed modifications, on a permanent basis.Failing mutual agreement on either (a) or (b) the parties shall revert to the system in place prior to January 1, 1995.

5. This agreement is not intended in any way to prejudice rights held by either party prior to January 1, 1995.

This Memorandum entered into this 16th day of January, A.D. 1995.

**MEMORANDUM OF AGREEMENT,
RE: TEN HOUR SHIFTING**

WHEREAS the parties are desirous of having ten (10) hour shifting implemented on a trial basis for Sergeants, Corporals and Constables in the Community Services and Investigative Services Divisions.

THEREFORE, the parties agree to the following terms and conditions with respect to the application of ten (10) hour shifting.

1. BASIS AND DURATION

- 1.1 The ten (10) hour shift system will commence on Sunday, January 8, 1995, and continue in effect up to and inclusive of Saturday, January 6, 1996, during which time it will be assessed as to its suitability for the Regina Police Service.
- 1.2 At the conclusion of the trial period, January 6, 1996, work schedules will revert on January 7, 1996, to the work schedules which existed immediately prior to the implementation of the ten (10) hour shift system. However, should the parties to this Memorandum agree to continue the ten (10) hour shift system, it will be so continued and the basis for its continuance agreed to prior to January 7, 1996. The parties may agree prior to January 7, 1996, to:
 - (a) Extend the trial period without otherwise changing the system;
 - (b) Adopt the system, with or without modification on a permanent basis.

2. MONITORING

- 2.1 The parties agree to meet during the trial period. to discuss and to identify any concerns associated with the ten (10) hour shift system.
- 2.2 The parties shall monitor the level of service provided by the Community Services and Investigative Services Divisions under this ten (10) hour system, as well as the associated costs for such hours of work; e.g., overtime before and after shift, overtime on weekly leave, etc.

3. APPLICATION

- 3.1 The ten (10) hour shift system will apply to Sergeants, Corporals and Constables in the Community Services and Investigative Services Divisions as outlined in Section 4. hereof.

4. HOURS OF WORK

4.1 Selective Enforcement Unit

The proposed hours of work pattern for Sergeants, Corporals and Constables is as follows:

SUN	MON	TUE	WED	THU	FRI	SAT
X	D	D	D	D	X	
X	X	X	D	D	D	||
D	X	X	D	D	D	X
X	A	A	A	A	X	X

4.2 Traffic Safety Unit

The proposed hours of work pattern for the Corporals and Constables is as follows:

SUN	MON	TUE	WED	THU	FRI	SAT
X	X	D	D	X	X	D
D	D	X	X	A	A	A
A	X	X	D	D	D	X
X	A	A	A	A	X	X

The proposed hours of work pattern for the Constables in **Hit & Run** is as follows:

SUN	MON	TUE	WED	THU	FRI	SAT
X	D	D	D	D	X	X

4.3 Commercial Crime Section

The proposed hours of work pattern for the Sergeants and Corporals is as follows:

SUN	MON	TUE	WED	THU	FRI	SAT
X	D	D	D	D	X	X
X	X	D	D	D	D	X

The proposed hours of work pattern for the Sergeant in the Arson Unit is as follows:

SUN	MON	TUE	WED	THU	FRI	??
X	D	D	D	D	X	??
X	X	D	D	D	D	X

4.4 Robbery/Homicide Section

The proposed hours of work pattern for the Sergeants is as follows:

SUN	MON	TUE	WED	THU	FRI	SAT
X	D	D	D	D	X	X
X	X	X	A	A	A	A
A	X	X	D	D	D	X
X	D	D	D	D	X	X

4.5 Vice Section

The proposed hours of work pattern for the Sergeants is as follows:

SUN	MON	TUE	WED	THU	FRI	
X	D	D	D	D	X	
X	X	X	A	A	A	A
A	X	X	A	A	A	X

4.6 Family Services Section

The proposed hours of work pattern for the Sergeants and Corporals is as follows:

SUN	MON	TUE	WED	THU	FRI	SAT
X	D	D	D	D	X	X

5. **CONTRACT ITEMS**

- 5.1 Lunch breaks for employees on a ten (10) hour schedule will be forty-five (45) minutes.
- 5.2 Two (2) fifteen (15) minute refreshment breaks to be provided to employees on a ten (10) hour schedule; one to be taken during the first half of the shift and the other to be taken in the second half of the shift.
- 5.3 The hours banked, namely twenty-six (26) for those employees under the 5/4 work week will not be applicable on the ten (10) hour shift system.

6. **TRAINING COURSES**

- 6.1 Where a training course is less than one (1) week in duration, a day in class will count as a ten (10) hour work day. When the course is more than one (1) week, a week in class will be considered a work week, with days off to be Sunday/Saturday.
- 6.2 This does not apply to special teams training, where a member may be assigned skill maintenance training for a specific period of hours during his/her work day; i.e., SWAT, Bomb Squad, etc.

7. **INTENT**

- 7.1 The content and composition of this Memorandum is not intended in any way to relinquish ally rights held by either party.

This Memorandum entered into this 19th day of December, A.D. 1994.

**MEMORANDUM OF AGREEMENT,
RE: TWELVE HOUR SHIFTING**

WHEREAS the parties are desirous of providing flexibility of manpower deployment within the present twelve (12) hour shift configuration; and

WHEREAS the parties have agreed to add the necessary provisions to the 1992/93/94 collective agreement between them on a trial basis;

NOW, THEREFORE, THIS AGREEMENT WITNESSES, as follows:

1. TRIAL PERIOD

For the purposes of this Agreement, "trial period" means the period commencing on Sunday, January 8, 1995, and ending on Saturday, January 6, 1996.

2. AMENDMENTS TO SCHEDULE "A". 9-HOURS OF WORK. SECTION (b)(v)

(a) Add the following sub-paragraphs after paragraph 9(b)(v) of Schedule "A":

(v) (1) Notwithstanding paragraph 9(b)(v) of this Schedule, during the trial period, a new shift from 2:00 p.m. to 2:00 a.m. will be established for four members during the three day component of their work cycle. This shift will be filled initially on a volunteer basis but, if necessary, members will be assigned if the required volunteers are not obtained.

(2) All the provisions regarding accumulated time contained in sections 19 and 20 of this Schedule, except paragraph 19(t)(i), will be applicable during the trial period. During the trial period, accumulated time may be signed during the months of June, July and August and each member will have the option to sign one complete block (48 or 60 hours) of accumulated time and the remainder of accumulated time may be utilized in the same manner as court time.

(3) For the purposes of paragraphs 9(b)(v)(1) and (2) of this Schedule, "trial period" means the period commencing on Sunday, January 8, 1995, and ending on Saturday, January 6, 1996.

3. DISCUSSIONS DURING TRIAL PERIOD

The parties agree to meet during the trial period to determine if additional manpower is available during peak periods and to identify any concerns associated with the new provisions contained in paragraph 2 of this Agreement regarding the signing of accumulated time.

4. OPTIONS AT END OF TRIAL PERIOD

At the conclusion of the trial period, the parties may agree to one of the following:

- (a) An extension of the trial period without otherwise changing the provisions of this Agreement; or
- (b) Adoption of the provisions contained in paragraph 2 of this Agreement, with or without modification, as may be agreed to by the parties, on a permanent basis; or
- (c) Consideration of other alternatives to provide additional manpower on the streets; or
- (d) Submission of the matter to Mr. Vince Ready for resolution in accordance with Item #7 - Shifting, on page til, of the 1997/98 collective agreement.

5. EFFECT AND DURATION OF AGREEMENT

(a) The content and composition of this Agreement is not intended in any way to relinquish any rights held by either party.

(b) This Agreement is effective for the period January 8, 1995, to January 6, 1996, and thereafter as may be extended from time to time by the parties or as and if necessary to permit the matter to be submitted for resolution in accordance with paragraph 4(d) of this Agreement.

This Memorandum entered into this 19th day of December, A.D. 1994.

**LETTER OF UNDERSTANDING,
RE: CLOTHING ISSUE**

Notwithstanding the wording of Schedule “A”, Section 15(d)(i) and (ii) of the Collective Agreement, the parties agree that the clothing issued for the years 1995, 1996 and 1997, be as follows:

Uniformed members clothing shall consist of:

<i>Item</i>	<i>Issue</i>
Trousers:	Four (4) pair initially and thereafter as required, but not more than two (2) pair every year.
Shirts:	Eight (8) shirts initially and thereafter as required, but not more than three (3) shirts per year.
Neck Ties:	Three (3) ties initially and thereafter as required
Leather Gloves:	One (1) pair of each initially and thereafter as required, but not more than one (1) pair per year.
Socks:	Six (6) pair each year.
Boots, Oxfords or Soft Style Footwear:	Two (2) pair initially and thereafter as required.
Winter Boots:	One (1) pair initially and thereafter as required.
Tunic:	One (1) tunic initially and thereafter as required.
Nylon Jacket:	One (1) jacket initially and thereafter as required.

Note: “As required” refers to in this section that through reasonable wear and tear or damage incurred during the performance of police duty becomes unserviceable or unfit for wear by a member. Such items may, upon presentation of the unserviceable or unfit article to Quartermaster for inspection, be replaced.

The intent of this Letter of Understanding is to spend the budget monies for clothing in an efficient manner to improve the quality and type of clothing issued to the members.

This Agreement is based on the premise that either party has the right to revert to the present wording in the collective agreement by giving notice that two years from the date of notice the present wording will apply.

Signed this 19th day of December, A.D. 1994.
