

COLLECTIVE AGREEMENT

between

City of North Battleford



and

**NORTH BATTLEFORD COMMUNITY SAFETY
OFFICER'S ASSOCIATION**

January 1, 2022 to December 31, 2024

AGREEMENT MADE THIS _____ DAY OF _____, A.D. 20 ____.

BETWEEN: THE CITY OF NORTH BATTLEFORD
Hereinafter referred to as the "City"

OF THE FIRST PART

AND: THE NORTH BATTLEFORD COMMUNITY SAFETY OFFICERS ASSOCIATION
Hereinafter referred to as the "Union"

OF THE SECOND PART

PREAMBLE

It is the purpose of both Parties to this Agreement:

- 1) In consideration of the maintenance of harmonious relations and settled conditions of employment, and recognizing the mutual value of joint discussions and negotiations on all matters pertaining to working conditions, hours of work and rates of pay,
- 2) to encourage efficiency in operations,
- 3) to promote the morale, well-being, and job security of all members in the bargaining unit of the Association;
- 4) to deliver high priority and low risk to harm community safety services and provide the community with additional uniformed presence;

the parties hereto do hereby enter into, establish and agree to the following terms:

ARTICLE 1 – SCOPE & DEFINITIONS

- 1.01 "Member" where hereinafter used shall mean any person or persons covered by this agreement.
- 1.02 The word "member", where used herein, shall be construed as including and referring equally to persons of the female gender where the facts and context so require. Whenever the singular, plural, masculine or feminine is used in this Agreement, it shall be construed as if the plural, singular, masculine or feminine has been used where the context of the party or parties hereto so require.
- 1.03 A "business day" means Monday to Friday 8:00 a.m. to 4:30 p.m., except for statutory holidays.

pursuant to the order of the Saskatchewan Labour Relations Board, dated September 2017.

- 2.02 The City recognizes the Association as the sole collective bargaining agency for the Employees covered by this Agreement and hereby consents and agrees to negotiate with the Association or its representatives in all matters affecting wages and working conditions of its employees. The City also agrees that the Association may have the assistance of representatives of the Saskatchewan Federation of Police Officers in any negotiation or discussions between representatives of the Parties hereto.

ARTICLE 3 – TERM OF AGREEMENT

- 3.01 This Agreement, shall be effective from **January 1, 2022** and shall remain in force and effect until **the 31st. day of December, 2024** and from year to year thereafter, unless written notice of a request to negotiate a revision thereof is given by either party to the other, not less than sixty (60) days nor more than one-hundred and twenty (120) days prior to the anniversary date thereof.
- 3.02 The City retains all management rights not otherwise specifically limited or abridged by a provision of this agreement.

ARTICLE 4 – MANAGEMENT AND MEMBER RIGHTS

Subject to the terms and conditions of this Agreement, the City has the rights as follows:

- 4.01 To manage the Division and to provide direction of the working force, including the right to: plan, direct and control operations, to maintain the discipline and efficiency of the members, and to require members to observe the rules and regulations of the City, to hire, lay-off or relieve members from duty, to suspend, demote, promote, discipline and discharge members for cause, are to be the right and function of the City.
- 4.02 The enumeration of management rights, as set out above, shall not exclude other management functions not specifically set forth. The City therefore retains all management rights not otherwise covered in the agreement.
- 4.03 Further to the above, it is understood and agreed that the City specifically retains all rights which existed prior to the coming into force of this Agreement except to the extent that such rights may be abridged by this Agreement.
- 4.04 The City, in administering the Collective Agreement, shall act in good faith and in a manner consistent with the Agreement as a whole.
- 4.05 The exercise of the above rights does not preclude either party from consulting with the other concerning management's rights nor does it preclude either party

upon application to the Chief of Police (or designate), provided that no significant impact on staffing is incurred, with 5 business days' notice. Additionally, said leave shall not be unreasonably denied.

- 9.02 The City agrees that when any member or members of the Association are appointed to represent the Association on City conducted business, while on duty, with the permission of the Chief of **Police** (or designate), they may attend such business without loss of pay.
- 9.03 **Bereavement**
The City agrees to provide leave with pay of up to three (3) shifts in the case of a death of a parent, wife, husband, common-law spouse, brother, sister, child, father or mother-in-law, brother or sister-in-law, grandparents or grandchildren. The leave must coincide with the date of the funeral or service.
- 9.04 If travel to a funeral is more than 400 km (one way), then the member will be entitled to two (2) additional shifts for travel time.
- 9.05 Special leave of absence with pay may be granted at the discretion of the Chief of Police (or designate) in cases of pressing emergency.
- 9.06 The City agrees that leave of absence without pay to a maximum of one (1) year with the maintenance of seniority rights may be granted to a member for good reason. The Association will be notified of a request more than three (3) months' duration. The leave of absence will be applied through the City's Leave of Absence Policy.
- 9.07 **Illness in the Family**
A member will be entitled to a maximum of two (2) shifts per year when a dependent family member becomes ill. Such leave will not be unreasonably denied.
- 9.08 **Education Leave**
The City, at their discretion, may, providing the efficiency of the Division is not impaired, grant leave of absence without pay but with maintenance of seniority to any member wishing to attend any recognized university, technical institute, trade school or short course.

ARTICLE 10 – GRIEVANCE

- 10.01 **Definition**
A grievance shall be defined as any different or dispute between the City, the Association and a member or group of members pertaining to a matter involving the interpretation, application, or alleged violation of any provision(s) of this Agreement.

appoint a single arbitrator.

11.02 Board of Arbitration

a. Appointees

Where a grievance has been referred to a Board of Arbitration under Article 11.01, the party making the referral shall name an appointee to the Board of Arbitration.

b. Chairperson

Within ten (10) business days of the second party's appointment, the two (2) appointees shall appoint a third member to the Board of Arbitration who shall act as Chairperson.

Where two (2) appointees fail to agree on the appointment of a third member to the Board of Arbitration, the Chairperson of the Saskatchewan Labour Relations Board shall appoint a third member to the Board of Arbitration who shall act as Chairperson.

11.03 Decision of the Board

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final, binding and enforceable on all parties.

11.04 Decision

A written decision of the Arbitrator shall be made within thirty (30) business day from the date of the arbitration, and shall be final and binding on the parties. A written decision of the Arbitration Board shall be made within sixty (60) business days from the date of the arbitration, and shall be final and binding on the parties. The time for giving a written decision by an Arbitrator or Arbitration Board, as the case may be, may be extended with the consent of the City and the Association. The Arbitrator or Arbitration Board, as the case may be, shall not have the power to change this Agreement or to alter, modify or amend any of its provisions.

11.05 Expenses of the Board

Each party shall pay:

- a. the fees and expenses of the arbitrator it appoints;
- b. one-half (1/2) the fees and expenses of the chairperson.

11.06 Amending of Time Limits

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

11.07 Expedited Arbitration

- a. Upon completion of step 3 of the grievance procedure in accordance to Article 10, a grievance may, by mutual agreement, be resolved through expedited arbitration.

- 12.06 When a member is to be interviewed in relation to **12.05**, he or she will be informed that the planned meeting is investigatory and may result in discipline.
- 12.07 When a complaint is made against a member and an investigation is commenced, the member will be notified upon said commencement within 3 business days of the receipt of a complaint. The City will follow all necessary procedures following the City of North Battleford Investigation Protocol.

ARTICLE 13 – MERIT AWARDS

- 13.01 The City Manager may recommend to Council, the granting of special awards to any member who may be deserving of special consideration. The decision of Council on all such recommendations shall be final.
- 13.02 Members will, upon completion of their anniversary, be re-classed into the next category on the salary grid (Classification).

ARTICLE 14 – SENIORITY

- 14.01 Seniority shall be defined as the length of a member's service calculated in accordance with Article 14.02 from the last date on which the member commenced employment in a position with the City. Seniority shall not apply during the probation period, however, once the probation period has been completed, seniority shall be credited from the last date of employment in a position in the bargaining unit.
- 14.02 **Accumulation of Seniority**
Seniority shall be accumulated in the number of hours actually worked, excluding overtime.
- 14.03 **Maintenance of Seniority**
Subject to Article **14.05** of this Agreement, a member shall maintain accumulated seniority.
- 14.04 **Seniority List**
The City agrees to post a seniority list by March 31 of each year. Such list shall state the accrued hours of seniority for each member up to December 31 of the previous year. Upon proof of error, the City shall immediately revise the seniority list. Copies of the seniority list and revisions shall be forwarded to the Association simultaneously. The Association will identify any discrepancies within 60 days of receipt to the Human Resources Department.
- 14.05 **Loss of Seniority**
A member shall lose all entitled seniority if the member:
a. is discharged for just cause and is not reinstated;
b. resigns;

- i. In the event that a probationary member or permanent member is ill, the City may advance sick leave credits to the extent that they have been earned.
- d. Sick leave credits shall accumulate to a maximum of one hundred and fifty-two (152) days.
- e. Members absent from work due to illness or other disability for which Workers Compensation Benefits or Long-Term Disability Benefits are not payable shall be entitled to sick leave with pay to the extent that they have accumulated sick leave credits.
- f. When a member enters an accommodation, the hours of work will be from Monday to Friday and will be a 40-hour work week. Only when cleared by a medical professional to return to full primary duties without restrictions will the member be placed back into the shift rotation schedule.
- g. Members shall be entitled to use up to two (2) days of their sick leave credits per year for family illness leave. Such leave may be used in the event of illness or injury requiring the care of the member's child, spouse or parent residing in the Employee's home. Sick leave credits shall be paid out at one hundred percent (100%) of the Employee's regular rate of pay.
- h. After twelve months of employment and each year thereafter, full-time members shall be allowed one Wellness Day per year with pay to be taken at a time mutually agreed upon by the Employee and their immediate out-of-scope supervisor. **The Wellness Day shall reflect the scheduled shift hours being observed.**

16.02 Sick leave credits shall be paid out as follows:

- a. For the first sixty-five (65) days of paid sick leave for any occasion shall be paid at one hundred percent (100%) of the member's regular rate of pay which was in effect at the commencement of their sick leave.
- b. From the sixty-sixth (66th) day to the one hundred and thirtieth (130th) day of paid sick leave on any occasion, sick leave credits shall be paid at seventy-five (75%) percent of the member's regular rate of pay which was in effect at the commencement of their sick leave. For each day paid at 75% the deduction from accumulated credits shall be 75% of a day.
- c. Members shall be eligible to apply for Long Term Disability after the 130th day of illness.

ARTICLE 17 – HEALTH AND SAFETY

17.01 The City shall make reasonable provision for the safety and health of the members during the hours of their employment and provide protective devices and other equipment being necessary to protect members from injury, and the Association may, from time to time, bring to the attention of the City, recommended suggestions in this regard.

- 19.03 Members working shifts on paid holidays as per Article **19.01** shall receive benefits as set on in 19.03 on the traditionally accepted calendar date rather than on some other observed date.
- 19.04 When a Member works on any holiday, such member(s) shall be paid, in addition to his regular rate of pay, 2 times his regular rate of pay for all hours worked on such holiday.
- 19.05 When a holiday falls on a member's regular assigned day of rest and they do not work on such day of rest, they shall be granted an additional day off. Such day off shall be scheduled, by mutual agreement with the Chief of Police and will be taken when able to, but no later than within a three (3) month period.
- 19.06 When a holiday falls on a member's regular assigned day of rest and he/she is required to work on such holiday, he shall be paid in addition to his/her regular rate of pay, 2 times his rate of pay for the time worked and will be granted an additional day off in lieu of the assigned rest day, such day off shall be mutually arranged by the member and the Supervisor.

ARTICLE 20 – PAID ANNUAL VACATION

- 20.01 Every member shall be entitled to three (3) weeks' (120 hours) of vacation for each full year of employment up to and including the 9th year of service with the City. No paid vacation is to be taken during the probation period. Paid vacation is to be pro-rated during first year of employment and only the amount of time earned is to be taken at the discretion of management.
- 20.02 Every Member shall be entitled to four (4) weeks' (160 hours) of vacation in each full year of employment in the 10th year of service with the City and up to and including the 18th year of Service with the City.
- 20.03 Every member shall be entitled to five (5) weeks' (200 hours) of vacation entitlement for each full year of employment in the 19th year and all subsequent years.
- 20.04 A member shall apply to carry over 5 days of an annual vacation entitlement with application and written approval from the Director of Human Resources. Said entitlement must be used within the first three months in the new calendar year.
- 20.05 A member who leaves the City's employ after one or more years' service and has not received his accrued annual vacation shall be given full pay in lieu of earned vacation leave.
- 20.06 Members may take their annual vacation in any combination of shifts at any time during the term of this agreement, subject to Chief of Police approval.

break and two (2) 15 minute paid breaks.

22.05 Time Off In Lieu Of Overtime

- a) **Employees shall be allowed to bank their overtime at the appropriate overtime rate up to a maximum of forty (40) hours. The time taken will be mutually agreed upon between the employee and the City.**
- b) **The forty (40) hours may be replenished as hours are used but at no time shall exceed the fortieth (40) hour maximum allowance. Banked time not used will be paid out annually on the 1st pay period of January at the rate of pay at which it was worked.**

ARTICLE 23 – ON CALL/STANDBY

- 23.01 A member who is required to be on standby shall be compensated at a rate of one (1) hour's pay for each period of availability, providing that period does not exceed twelve (12) hours.
- 23.02 A member who is notified or called back to work not continuous with before or after the regular day of work, shall be paid for a minimum of three (3) hours at the rate of time and one half (1 ½ x).
- 23.03 Any member being paid on standby should be "immediately available" to work. Immediately available shall mean the ability for a member to report for duty within a reasonable amount of time.
- 23.04 Members working on the latest shift will be on call for that week.**

ARTICLE 24 – CALL OUT/REPORTING PAY/COURT

- 24.01 A member who is called into work outside their normal working hours shall be paid the greater of:
- a. compensation at overtime rate; or
 - b. compensation of 3-hour minimum at time and one-half (1 ½ x).
- 24.02 The City will make every effort to advise a member of a court cancellation or adjournment of a scheduled court appearance as soon as possible. If a member attends court and has not been provided a cancellation notice, they will be paid a minimum of 3 hours at straight time.
- 24.03 A member who is no longer employed with the City and is required to provide testimony for the employer due to being subpoenaed in their previous role as a Community Safety Officer, will be paid regular time for their appearance. This appearance must be applied for and approved by the Chief of Police and will be based on their last hourly wage prior to leaving their employment with the City.

- c. Membership
 - i. The Committee shall be comprised of equal representation of the City and the Association, totaling no more than three (3) Association and three (3) Management personnel;
 - ii. The City and the Association shall be responsible for choosing their own representatives;
 - iii. No member of the Committee will suffer any loss of pay or benefits for participation on this Committee;
 - iv. The Committee will normally meet during the regular working hours of the majority of its members.
- d. Meetings
 - i. Meetings will be held quarterly (every three (3) months) at City Hall at a mutually agreed time and date.
 - ii. Minutes of each meeting shall be taken and signed off by the City and the Association.
 - iii. No member of the Committee will suffer any loss of pay or benefits for participation on this Committee;
 - iv. The Committee will normally meet during the regular working hours of the majority of its members.

ARTICLE 27 – LAYOFFS AND RECALLS

- 27.01 Notice of Lay Off of Member(s) - Members shall be entitled to notice of lay off in accordance with The Saskatchewan Employment Act.
- 27.02 Role of Seniority in Lay-Offs - When reducing the staff, senior members shall be retained, provided they are able and qualified to do the work.
- 27.03 The City shall make a reasonable effort to contact laid-off members when a recall to work becomes possible. Should a registered letter be sent under Article 14.5c), the Association shall be notified.

ARTICLE 28 – MISCELLANEOUS

- 28.01 **City’s Insurance Policy**
Members covered under this collective agreement are entitled to make application to the City’s Insurance Policy as it applies to employees for any claims made against them.


For greater certainty, members shall not be eligible to apply for indemnification for legal costs arising from:

- a) Grievances, disciplinary procedures or complaints under the Collective Agreement between the City and the Association or under *The Police Services Act, 1990*;**

SIGNING PAGE

IN WITNESS WHEREOF the parties hereto set their hands in agreement this 29 day of march, 2022.

Executed on behalf of:
For the City of North Battleford:


Stacey Holley, City Clerk

**For the North Battleford
Community Safety Officer
Association:**

Rhys Tenik