

COLLECTIVE AGREEMENT

between

THE CITY OF EDMONTON

- and -

THE EDMONTON POLICE ASSOCIATION

Duration: July 14, 2013 to December 29, 2013

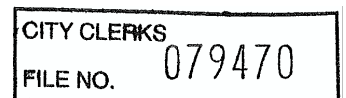


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NOTES

1. An asterisk (*) designates a clause that existed in the previous Agreement which has been reworded.
2. A double asterisk (**) designates a new clause.

COLLECTIVE AGREEMENT

between

THE CITY OF EDMONTON

A Municipal Corporation

(hereinafter called the "City")

of the First Part

- and -

THE EDMONTON POLICE ASSOCIATION

of the City of Edmonton, in the Province of Alberta

(hereinafter called the "Association")

of the Second Part

1 Amendment And Termination

- * WITNESS that this agreement shall become effective upon the first day of the pay period following ratification by the parties and shall continue in force and effect beyond the expiration date from year to year thereafter unless terminated by written notice from either party to the other not more than one hundred twenty (120) days, nor less than thirty (30) days, prior to the expiration date. If amendment is desired, the contents of the amendment shall remain in force until replaced by a new Agreement pursuant to the provisions of the Police Officers Collective Bargaining Act. Changes to this agreement agreed upon by the parties hereto, however, may be made at any time, provided that such changes are properly reduced to writing and executed by the authorized signatories of the parties to the Agreement.

The duration of this Agreement shall be for the period from July 14, 2013 to December 29, 2013. All items shall come into force and effect on the above- specified commencement date, unless otherwise specified in this Agreement.

2 Scope

The scope of this Agreement shall include all regular sworn-in personnel of the Edmonton Police Service appointed by the Edmonton Police Commission under the terms of the Police Act of Alberta, who hold a rank or classification junior to that of Inspector, and those persons assigned to positions listed in Appendix I of this Agreement and any other person which the parties to this Agreement mutually agree to.

3 Definitions

3.01 AVERAGE DAILY HOURS OF WORK

"Average Daily Hours of Work" when used in this Agreement shall mean the average scheduled hours of work assigned to a member, exclusive of overtime, in a bi-weekly pay period divided by ten (10). The average scheduled hours of work shall be calculated over the member's complete shift cycle. Where a member is not subject to a shift cycle, the average scheduled hours of work shall be determined by dividing the total hours worked by the member in the preceding four (4) pay periods by four (4) and further dividing this quotient by ten (10).

3.02 CALENDAR DAY

"Calendar Day" shall mean a period of twenty- four (24) hours commencing 12:01 a.m.

3.03 CALENDAR DAYS

"Calendar Days" shall mean consecutive days including working days and off days.

3.04 CALENDAR WEEK

"Calendar Week" shall mean a period of seven (7) days commencing at 00:01 hours, Monday.

3.05 CALENDAR YEAR

"Calendar Year" shall mean a period of twelve (12) consecutive months commencing January 1 and ending December 31.

3.06 CALL- OUT

"Call- Out" shall mean the summoning of a member back to his place of work during his off duty hours for the purposes of carrying out police duties.

3.07 CHIEF OF POLICE

"Chief of Police" means the Senior Executive Officer of the Edmonton Police Service appointed by the City or the Executive Officer of the Service acting in his stead.

3.08 CLASS

"Class" shall mean a group of positions having sufficiently similar duties, responsibilities, authority and required qualifications that a common descriptive title may be used.

3.09 CONTINUOUS EMPLOYMENT

"Continuous Employment" shall mean continuous probationary and permanent employment with the City and shall include time that a member may be off duty through illness or injury, or as otherwise specified herein.

3.10 COURT

"Court" shall mean any Federal, Provincial, Municipal or Civic Tribunal acting in a judicial or quasi-judicial capacity and shall include Edmonton Police Service, Police Commission or City inquiries or hearings.

3.11 COURT TIME

"Court Time" shall mean any attendance at any Court inquiry or hearing by a member while he is not on duty to give evidence as a witness, whether called upon to give evidence or not, provided that the evidence was acquired by the member in the performance of his police duties.

3.12 INTERPRETATIONS

In this Agreement, unless otherwise indicated in the context, all words in the singular shall include the plural and all words in the plural shall include the singular. Words of masculine gender shall be deemed to include the feminine gender, unless otherwise stated in the context.

3.13 MEMBER (applicable to Part I)

"Member" shall mean a person holding a rank or assigned to a position coming within the scope of this Agreement and shall apply to Part I of the Agreement only.

3.14 MEMBER (applicable to Part II)

"Member" when used in Part II of this Agreement (Health and Welfare Benefits) in reference to a specific Plan contained herein shall mean an individual who through his employment with the City has entered into participation in such Plan in accordance with the requirements of such Plan and has continued to participate in such Plan.

3.15 MONTHLY SALARY

"Monthly Salary" when used herein shall mean:

Bi-weekly pay at regular rate of pay X 26.1 = Monthly Salary

3.16 OFF DAYS

"Off Days" shall mean those days of rest without pay which are regularly scheduled on a weekly or cyclical basis in conjunction with the employees' regularly scheduled hours of work.

3.17 POLICE COMMISSION

"Police Commission" means the Commission as set out in the City of Edmonton Bylaw No. 4138.

3.18 EDMONTON POLICE SERVICE

"Edmonton Police Service" shall mean the rank structured part of the Service requiring, as incumbents, members actively engaged in: the preservation of peace; the prevention of crime and of offences against the laws in force in the Province; the apprehension of criminals and offenders and others who may be lawfully taken into custody; and other duties that may lawfully be performed by Peace Officers.

3.19 POSITION

"Position" shall mean a specific set of duties and conditions developed for the purpose of assignment to a single incumbent.

3.20 REGULAR HOURLY RATE OF PAY

"Regular Hourly Rate of Pay" shall be arrived at by taking the "Regular Rate of Pay" as defined in 3.21. and which is expressed as a bi-weekly dollar value and dividing that dollar value by eighty (80).

3.21 REGULAR RATE OF PAY

"Regular Rate of Pay" shall mean the rate of pay assigned to an incumbent in a position, within the pay range specified for the class of such position in this Agreement.

3.22 SENIOR CONSTABLE

"Senior Constable" (Level I) shall mean a Constable with eight (8) or more years of continuous service as a Constable who remains in the continuous employ of the City and is qualified for promotion in accordance with the provisions under Section 9, "Promotions" of this Agreement.

"Senior Constable" (Level II) shall mean a Constable with eleven (11) or more years of continuous service as a Constable who remains in the continuous employ of the City and is qualified for promotion in accordance with the provisions under Section 9, "Promotions" of this Agreement.

3.23 SENIORITY

Seniority for a permanent member shall commence from the date on which the member first commences continuous service as a probationary or permanent employee in a position within the scope of this Agreement.

LEAVES OF ABSENCE

Seniority shall continue to accrue uninterrupted over approved leaves of absence for full-time Union business.

The accrual of seniority continues uninterrupted over all other types of approved leaves of absence with or without pay for a maximum period of 12 months. That is, the portion of any leave of absence that is in excess of 12 months shall not be recognized for the purposes of seniority accrual.

RELIEF POSITIONS

In accordance with Addendum 3- *General Provisions (3)* seniority shall be prorated for periods of part-time employment in a Relief position. While in a Relief position seniority shall accrue based on the standard hours of work. Any approved change to a member's standard hours of work must be documented, with a copy to Human Resources.

SENIORITY LISTS

Seniority lists shall be updated twice in a calendar year (in April and October). In addition to the bi-annual updates of the seniority lists, the seniority date for members in Relief positions will be audited for accuracy:

- ♦ prior to the vacation sign-up, and
- ♦ when members in Relief positions are being considered on job competitions or

lateral transfers.

3.24 VACATION CREDITS

“Vacation Credits” when used in this Agreement shall mean earned vacation entitlement in hours based on service and accumulated on a bi-weekly basis.

3.25 WATCH

“Watch” shall mean a scheduled tour of duty consisting of between eight (8) and twelve (12) hours duration on a daily basis.

- 3.25.01 “First Watch” shall mean a watch, the major portion of which falls between 24:00 hours and 08:00 hours.
- 3.25.02 “Second Watch” shall mean a watch, the major portion of which falls between 08:00 hours and 16:00 hours.
- 3.25.03 “Third Watch” shall mean a watch, the major portion of which falls between 16:00 hours and 24:00 hours.
- 3.25.04 Where a watch falls equally within two (2) of the above mentioned time periods, that watch shall be determined by the time period in which it commenced.
- 3.25.05 In every case, a day’s pay for a statutory holiday or a day in lieu of a statutory holiday shall be equal to the monetary or time equivalent of eight (8) hours work, regardless of the duration of the member’s watch.

4 Association – Security

4.01 RECOGNITION

The City recognizes the Association, through its accredited officers or representatives, as the exclusive agent for those members covered by this Agreement, for the purpose of collective bargaining in respect to wages, hours, fringe benefits and working conditions, pensions or other terms or conditions of employment or service of members or persons of the Association.

4.02 NO DISCRIMINATION

There shall be no discrimination against any member by virtue of his being or performing his duty as a member of the Association.

4.03 CHECK- OFF OF ASSOCIATION DUES

The City agrees to deduct from the wages of each member covered by this Agreement a single standard amount for Association dues as shall be decided by the Association. This deduction shall commence with the first pay period and shall be forwarded to the Association at the end of each pay period, together with a list of members from whom deductions have been made.

4.04 NOTICES

The Association shall have the right to post notices within buildings occupied by the Edmonton Police Service in a location satisfactory to the Chief of Police.

4.05 EMPLOYEE INFORMATION REPORTS

At least once per year, the Service shall provide the Association with the following information regarding employees in positions that fall within the Association's jurisdiction:

- ♦ a list of employee names, telephone numbers and addresses; and
- ♦ a list of current year retired and retiring employees, including retirement dates.

This information is provided with the mutual understanding that the Association will use such personal information for the express purpose of carrying out the Association's responsibilities as the exclusive agent of employees covered by this Agreement, as these responsibilities relate to their members' employment relationship with the City of Edmonton.

The Association shall take all reasonable steps to store and manage this information to prevent its use in a way that is not authorized by this collective agreement and/or applicable privacy legislation.

5 Working Conditions

5.01 HOURS OF WORK

- 5.01.01 Regular hours of work shall be between eight (8) and twelve (12) hours per day, including thirty (30) minutes for lunch and including reporting time, for forty (40) hours per week. Insofar as it is reasonable and practicable, regular hours of work shall be scheduled on consecutive days.
- 5.01.02 There shall be a minimum eight (8) hour interval between the completion time of one watch and the commencement time of the next watch assigned a member. In the event that a member is scheduled or rescheduled to work a watch which does not allow for the minimum eight (8) hour interval and he works such watch, he shall receive overtime premium for such hours in accordance with the overtime provisions of this Agreement.
- 5.01.03 Members shall be advised of any change in their scheduled watch prior to the expiry of the watch preceding the change. In the event that a member's watch is changed contrary to the provisions of 5.01.03, and he works such watch, he shall be paid at the applicable overtime premium for those hours worked which are outside of his scheduled watch.
- 5.01.04 The Chief of Police shall reserve the right to call to duty any member at any time and that member shall be paid according to the provisions of this Agreement.

5.02 OFF DAYS

Days off shall consist of two (2) consecutive calendar days insofar as it is considered reasonable and practicable.

5.03 OVERTIME

- 5.03.01 Members required to work hours in excess of their assigned watch shall be paid in accordance with 5.03.04 at two (2) times their regular rate of pay for such excess hours.
- 5.03.02 Members shall be required to attend all mandatory training, physical training, testing and any inspection parades as ordered by the Chief of Police. Attendance at such, at a time outside the member's regular watch, shall be paid at overtime rates, except for recruits during their initial training and for recruits who have failed to achieve adequate grades during training and may be required to take additional hours of instruction at any time during their probationary period as designated by the Chief of Police. Attendance at such additional hours of instruction outside the recruits' regular watch shall not be credited to the recruit for off time or pay.

The parties agree that it is very important to have all members well prepared for the hazardous work they perform. Officer Safety Training and physical testing are critical aspects of member preparedness. The parties agree that injury prevention and the health and well being of members are important goals in training.

It is with these principles in mind that the parties agree to modify the training and testing requirement for member's age forty five (45) or more. The Officer Safety Unit shall design a suitable program for these members. Additionally further consideration will also be given for members with physical limitations at any age.

- 5.03.03 Members who act as staff instructors shall do so on a voluntary basis. Members who act as staff instructors during their off duty hours shall receive not less than two (2) hours' pay at the applicable premium or pay at the applicable premium for actual time worked, whichever is greater.
- 5.03.04 A member who works beyond his eight (8) hour watch up to and including fifteen (15) minutes following termination of such watch shall not receive any payment on account of such overtime and from and including the sixteenth minute after the eight (8) hour watch to and including the thirtieth minute, the member shall be paid one-half (½) hour overtime. Likewise, a member who works from and including the thirty-first minute to and including the forty-fifth minute following his eight (8) hour watch shall only receive one-half (½) hour overtime and from and including the forty-sixth minute to and including the sixtieth minute following his eight (8) hour watch, the member shall be paid one (1) hour overtime, and so on from half hour to half hour.

5.03.05 Call- Out

Any member, who is called for work greater than one (1) hour in advance of the scheduled start time shall receive not less than five hours (5) pay at his regular rate or pay at the applicable premium for the actual time worked, which ever is greater. Call within two (2) hours of each other shall be considered as one call for the purpose of computing minimum pay for a member called out. This clause shall not prejudice other conditions set forth in this Agreement covering specified off duty assignments.

5.04 PAY FOR WORK ON OFF DAYS

Members required to work on an off day shall either be paid according to the procedures set forth in 5.03.04 at two (2) times their regular rate of pay for such hours worked or shall be paid in accordance with 5.03.05, whichever is greater.

5.05 PAY FOR WORK ON STATUTORY HOLIDAYS

- 5.05.01 Members required to work on a recognized statutory holiday for which they are eligible shall either be paid according to the procedures set forth in 5.03.04 at two (2) times their regular rate of pay for such hours worked or shall be paid in accordance with 5.03.05, whichever is greater.
- 5.05.02 A member required to work a watch the major portion of which falls between 16:00 hours and 24:00 hours on Christmas Eve and/or New Year's Eve shall receive two and one-half (2½) times the regular hourly rate of pay assigned to the member's rank for said watch, however, a member may, at the discretion of the Chief of Police, be excused from such duty without loss of regular pay.

5.06 COURT TIME

- 5.06.01 A member who is detailed for first watch duty and required to attend both forenoon and afternoon sessions at Court on the same calendar day, may apply for, and be granted the watch preceding or following such sessions off, subject to the operational requirements of the Police Service. If approved, hours equivalent to one (1) regular watch shall be deducted from his accumulated time or vacation. After attendance at Court, such member will be credited with appropriate Court time.

- 5.06.02 A member who is detailed for third watch duty and required to attend both forenoon and afternoon sessions at Court on the same calendar day, may apply for, and be relieved from duty for said watch subject to the operational requirements of the Police Service. If approved, hours equivalent to one (1) regular watch shall be deducted from his accumulated time or vacation. After attendance at Court, such member will be credited with appropriate Court time.
- 5.06.03 When a member is required to and does attend Court to carry out his duty as a witness during hours other than those of his watch, he shall be allowed equivalent Court time credit but not less than four (4) hours for each such attendance, provided that no member shall be credited for more than one Court appearance in the forenoon and one in the afternoon of any one calendar day, provided, however, that where such attendance or attendances commence during the one (1) hour immediately preceding his watch or are completed within one (1) hour immediately following his watch, the member shall be paid at the specified overtime premium for the interval between the scheduled commencement time of the appearance and the commencement of his watch or between the termination of his watch and the completion time of his Court appearance, as the case may be.
- 5.06.04 On a day a member finished his last watch at or between 02:00 hours and 08:00 hours, the minimum Court time credit allowed for one Court appearance (a.m. or p.m.) shall be five (5) hours. If a member attends Court as a witness in the forenoon and afternoon of the same calendar day, the member shall be credited with ten (10) hours.
- 5.06.05 On one of a member's off duty days, the credit allowance for one Court appearance (a.m. or p.m.) shall be eight (8) hours. If a member attends Court as a witness in both the forenoon and afternoon of the same off duty day, the member shall be credited with sixteen (16) hours.
- 5.06.06 It shall be the duty of members to attend any Court when required. If any prescribed witness fee is payable for such attendance, the same shall be remitted to the City.
- 5.06.07 **Notice Of Cancellation Or Change**
- Members shall receive a minimum of eight (8) hours' notice of a cancellation or change in a Court appearance. In the event that a member does not receive the above notice and upon appearing at Court finds the session has been cancelled or re-scheduled, he shall receive the appropriate minimum Court time credit allowed for one Court appearance (morning or afternoon).
- a) Members who receive notice of cancellation or re-scheduling of court session from the Crown within the two (2) hour period of the time they were required to appear, shall not be required to appear at Court to be eligible for the appropriate minimum Court time credited.
- b) Members shall not be eligible for afternoon court time credit in instances where they are subpoenaed to attend forenoon and afternoon Court, and they are advised by the Crown in the forenoon that afternoon Court attendance is not required.
- 5.06.08 Court sessions shall be credited as forenoon (a.m.) or afternoon (p.m.) in accordance with the following:
- 5.06.08.01 A Court attendance shall constitute a forenoon (a.m.) session when a member attends a Court session which commences in the forenoon (a.m.) and adjourns at or prior to 12:30 p.m.

5.06.08.02 A Court attendance shall constitute an afternoon (p.m.) session when a member attends a Court session which commences in the afternoon (p.m.).

5.06.08.03 A Court attendance will constitute a forenoon (a.m.) and afternoon (p.m.) Court appearance when a member attends a Court session which commences in the forenoon and adjourns after 12:30 p.m.

5.06.09 Out Of Town Court

Where a member is required by subpoena to attend and give evidence in a Court more than forty (40) kilometers outside of the City but within driving distance in accordance with Edmonton Police Service policy, the following provisions shall apply:

5.06.09.01 If the member's trip is during the course of scheduled weekly hours, the member will receive straight-time rate, but may be relieved of normal duties by utilizing vacation time and/or banked time for the regular tour of duty prior to the commencement of the trip and/or at the conclusion of the trip.

5.06.09.02 Each day that the member is on second watch will be considered as a regular tour of duty. No overtime provision will apply nor will there be any reduction to the consideration of a regular tour of duty if the member's trip is in fact less than the regular tour of duty in duration.

5.06.09.03 Members will receive travel time in excess of the normal tour of duty and for travel on off days. The travel times takes effect from the Edmonton Police Service headquarters to the destination. This will be paid on an hour for hour replacement up to a maximum of the normal tour of duty. Travel time will also be paid from court back to Edmonton Police Service headquarters up to a maximum of the normal tour of duty.

5.06.09.04 The member will receive court time compensation in accordance with clauses 5.06.03, 5.06.04, and 5.06.05.

5.06.09.05 If the member's trip involves a scheduled day off on which the member is required to be available in relation to the court case, the member would receive double time for the normal tour of duty. Every effort shall be made by the member and supervisor to adjust the member's shift to second watch.

5.06.09.06 The member will receive per diem allowances for meals and expenses as per the current City Policy.

5.06.09.07 Mode of travel will be in accordance with both the Edmonton Police Service and the City of Edmonton policy.

5.06.09.08 Out of town court and travel while on approved scheduled annual vacation shall be compensated in accordance with clauses 7.02.10, 7.02.10.01 and 7.02.11.

5.06.10 Where a member is required by subpoena to attend and give evidence in a Court more than forty (40) kilometers outside of the City and where travel will require the use of a commercial airline or other commercial travel, the following will apply:

5.06.10.01 If the member's trip is during the course of scheduled weekly hours, the member will receive straight-time rate, but may be relieved of normal duties by utilizing vacation time and/or banked time for the regular tour of duty prior to the commencement of the trip and at the conclusion of the trip

5.06.10.02 Each day that the member is on second watch will be considered as a regular tour of duty. No overtime provision will apply nor will there be any reduction

to the consideration of a regular tour of duty if the member's trip is in fact less than the regular tour of duty in duration.

- 5.06.10.03 Members will receive travel time in excess of the normal tour of duty and for travel on off days. The travel time takes effect from the Edmonton Police Service headquarters to the airport, includes flying time and then from the airport to the destination. This will be paid on an hour for hour replacement up to a maximum of the normal tour of duty. Travel time will also be paid from the destination back to Edmonton Police Service headquarters up to a maximum of the normal tour of duty.
- 5.06.10.04 The member will receive court time compensation in accordance with clauses 5.06.03, 5.06.04, and 5.06.05.
- 5.06.10.05 If the member's trip involves a scheduled day off on which the member is required to be available in relation to the court case, the member would receive double time for the normal tour of duty. Every effort shall be made by the member and supervisor to adjust the member's shift to second watch.
- 5.06.10.06 The member will receive per diem allowances for meals and expenses as per the current City Policy.
- 5.06.10.07 Out of town court and travel while on approved scheduled annual vacation shall be compensated in accordance with clauses 7.02.10, 7.02.10.01 and 7.02.11.
- 5.06.11 A member, who is in receipt of disability benefits from the Income Protection Plan, will remain on his normal schedule and if required to attend Court sessions as a witness, shall be compensated in accordance with the provisions of 5.06. A member who is in receipt of disability benefits from the Long Term Disability Plan is not entitled to Court Time benefits. A member who has been receiving Workers' Compensation benefits will remain on the member's normal schedule and if required to attend Court sessions as a witness, shall be compensated in accordance with the provisions of 5.06.
- 5.06.12 A member, who is on voluntary leave of absence, and is required to attend Court sessions as a witness, shall be considered to be on second watch and shall receive four (4) hours' pay at his regular rate of pay for each forenoon or afternoon Court session attended, subject to Articles 5.06.08.01. and 5.06.08.02.

5.07 TEMPORARY CHANGE OF DUTY

Members who have passed their qualifying examination in accordance with the requirements of Articles 9.01.01 and 9.01.02 shall be eligible for relief assignments to senior positions.

The Service reserves the right to determine whether a temporary vacancy in a senior position is required to be filled but, once such determination is made, the member appointed to relieve shall receive the regular rate of pay of the senior position from the first hour of acting in such capacity.

In instances where multiple rates have been assigned to the position to be relieved, the relieving member shall receive a rate within the assigned range which allows for a minimum of the next higher rate established within Appendix I.

- 5.07.01 If a member:
 - a) relieves in a senior position; or
 - b) is promoted to a senior position; or
 - c) a combination of both (a) and (b) above

for 1,041 hours or more in a payroll year, the member shall be compensated retroactively in the following calendar year for annual vacation leave, statutory holidays and sick leave benefits, at the rate of pay assigned to the position which corresponds to the senior position the member held most during the payroll year.

Eligible employees shall be compensated on an annual basis in a lump sum to be paid on the first full payending in March of each year.

Where sick leave benefits are paid at a higher rate as a result of this provision, the additional premium owed by the member shall also be calculated for the year and paid into the plan.

Acting pay for those members who relieve for the majority of the payroll year shall be treated as pensionable earnings. This shall also be applicable to those situations where a combination of the number of relieving shifts and the number of promoted shifts represents the majority of working hours in the payroll year. Both the City and the member shall pay additional contributions to the pension plan based on the additional pensionable earnings.

5.08 WATCH DIFFERENTIAL

Members who work a watch one half (1/2) or more which falls between 16:00 and 24:00 shall receive a watch differential of one dollar ten cents (\$1.10) per hour.

Members who work a watch one half (1/2) or more which follows between 24:00 and 08:00 hours shall receive a watch differential of one dollar twenty cents (\$1.20) per hour.

A member shall be eligible for watch differential for regularly scheduled hours worked on statutory holidays.

5.09 ARREST PROCESSING UNIT

A member assigned to duty at the Arrest Processing Unit shall receive a premium of two dollars (\$2) per hour.

5.10 STANDBY PAY

All members who are assigned to standby shall be entitled to remuneration on the following basis:

- ♦ On a scheduled working day they shall receive one hour's pay.
- ♦ On scheduled days off and not required on a statutory holiday they shall receive two hours pay.
- ♦ Standby Pay may be rated up based on the duties for which the member has been assigned.

5.11 ACCUMULATED TIME

A member, who works:

- ♦ court time,
- ♦ overtime,
- ♦ standby,
- ♦ statutory holidays,
- ♦ days in lieu of statutory holidays falling on off days,
- ♦ statutory holidays falling during periods of annual vacation, and
- ♦ any other compensable time that the Edmonton Police Service has authorized,

such as but not limited to the EPS Pipe Band, Guard of Honour and EPS Chorus, shall be paid at the appropriate rate of pay for such time, except that a member may elect that such hours be accumulated in accordance with the following:

- 5.11.01 Effective December 16, 2012, members may accumulate a maximum dollar bank up to the time equivalent of 320 hours. This maximum includes the carry-over from the previous payroll year and all hours accumulated from the start of the year in the current payroll year.

Where the employee's accumulated time balance is reduced (via approved periods of paid time off or by cash payouts), the employee may re-accumulate credits up to the 320 hour limit.

A member will be permitted to bank additional dollars if, after an increase to the member's regular rate of pay, the dollar credits carried over and current year accumulation no longer total the time equivalent of 320 hours.

Similarly, the payroll system will pay out the excess banked time credits if an employee has a rate change or transfer, where the resulting effect to the banked time would mean the member would be over the maximum balance.

- 5.11.02 Upon application, a member having accumulated dollar credits may draw any portion of such accumulated credits as a lump sum payout or as paid time off, provided that time off does not conflict or interfere with the efficient operation of the service. The paid time off shall be calculated by dividing the dollar amount credited to an individual member's accumulated time bank, by the member's regular rate of pay at the time the accumulated credits are taken.
- 5.11.03 Upon termination of employment with the Service, the member shall receive a payout of his total accumulated dollar bank.
- 5.11.04 A record of all accumulated dollar credits shall be maintained by the Edmonton Police Service as a single record.

5.11.05 Transfer Of Time

A member shall be permitted to transfer accumulated overtime hours to another member's overtime account within the same rank provided that the receiving member's overtime account does not exceed the time equivalent of three hundred twenty (320) hours. The Chief may approve a transfer between ranks in special circumstances.

6 Remuneration

6.01 WAGES

- 6.01.01 The rates of pay established in Appendix I shall apply during the term of this Agreement. Members shall be paid every two (2) weeks.
- 6.01.02 A member who has been absent or unable to perform assigned duties for a period of thirty (30) or more consecutive calendar days for any reason other than paid vacation leave, accumulated time or absence due to illness, valid- health related portion of a maternity leave or injury arising from a compensable accident, shall have the member's anniversary date, for advancement from one increment to the next increment within the pay range for the Constable classification, extended by the number of consecutive calendar days of such absence.

6.02 SERVICE PAY

- 6.02.01 Members remaining in the continuous employment of the Edmonton Police Service shall be eligible to receive service pay in the amount of sixty dollars (\$60) per annum after five (5) years of continuous employment, such service pay to increase by sixty dollars (\$60) per annum after each consecutive five (5) year period of continuous employment.
- 6.02.02 A member having completed less than one (1) full year of continuous employment from the time he became eligible to receive service pay or an increase in service pay to the time such payment is payable shall receive service pay reduced by a proportionate amount.
- 6.02.03 Members having been granted a leave of absence without pay in excess of ten (10) consecutive working days shall, on each occasion, have their service pay reduced by a proportionate amount for that year.
- 6.02.04 Service pay shall be paid in a lump sum on the first pay day of December for that year.

6.03 STACKING OF PREMIUMS

In instances where more than one premium is provided for work performed, a member shall only be paid one premium (where the premiums are equal) or the greatest of the premiums (where the premiums are not equal).

Except as specifically provided in:

- Article 5.08 – Watch Differential; and,
- Article 6.04.02 – Police Training Officer Premium

a premium shall not be compounded by the application of another premium in determining the rate of pay to be paid to a member.

6.04 POLICE TRAINING OFFICER PREMIUM

Constables and Senior Constables assigned as Police Training Officers for the purposes of training Recruits shall receive an additional two dollars (\$2) per hour for the duration of the designated training period.

6.04.01 Exigent Circumstances

Where exigent circumstances require that a Recruit be assigned to a non-qualified member within the squad, such assignment shall be allowed upon the following conditions:

- a) The acting Police Training Officer must have a minimum of two (2) years of service;
- b) The length of the assignment period shall be a minimum of five (5) hours and a maximum of eleven (11) hours, or the equivalent of one (1) shift;
- c) In the event that there is any reason to deviate from (a) or (b) listed above, the assignment shall be approved in advance by the Divisional Inspector; and
- d) The premium paid to a non-qualified Police Training Officer shall be fifty percent (50%) of the premium paid to a qualified Police Training Officer.

6.04.02 Members who are assigned as a Police Training Officer and who are required to work hours in excess of their watch shall continue to be eligible for the premium calculated as follows:

Overtime Rate (2 x regular rate of pay), plus the applicable Police Training Officer rate.

7 Fringe Benefits

7.01 STATUTORY HOLIDAYS

- 7.01.01 The following days shall be recognized as statutory holidays for the purpose of this Agreement and all members shall be entitled to the holidays specified:
- ♦ New Year's Day
 - ♦ Family Day,
 - ♦ Good Friday,
 - ♦ Easter Sunday,
 - ♦ Victoria Day,
 - ♦ Canada Day (July 1 and July 2 when July 1 is a Sunday),
 - ♦ Civic Holiday,
 - ♦ Labour Day,
 - ♦ Thanksgiving Day,
 - ♦ Remembrance Day,
 - ♦ Christmas Day,
 - ♦ Boxing Day (December 26), and
 - ♦ any other holiday which the City allows employees as a whole.
- 7.01.02 Except as herein otherwise provided, all members shall be entitled to all holidays set out in this Agreement without loss of pay.
- 7.01.03 If a holiday falls on the regular off day of a member, he shall be entitled to receive pay equal to one (1) times his average daily hours of work at the regular rate of pay established in Appendix I for the classification of the position to which he is permanently appointed or is serving the required probationary period thereof, or the member may accumulate equivalent hours in accordance with 5.12.
- 7.01.04 Employees shall be eligible for the premium pay provisions of Article 5.05.01 on the normal calendar day, or the legal date for observance of the statutory holiday established by legislation. Premium pay provisions shall not apply under any circumstances to a day in lieu of the actual statutory holiday as may be established by the City.
- 7.01.04.01 In order to comply with the requirements of the Holiday Act when July 1 falls on a Sunday, members shall be eligible for premium pay for hours worked on:
- ♦ Sunday, July 1 and
 - ♦ Monday, July 2.
- 7.01.05 All members shall receive the recognized statutory holiday for which they are eligible, either:
- ♦ with pay, or
 - ♦ other day off with pay in lieu of such statutory holiday, or
 - ♦ pay in lieu of such statutory holiday.
- In order to be eligible for the statutory holiday, employees must be:
- a) available for work in accordance with their shift preceding, during and following the designated day for observance of the holiday, or
 - b) on approved leave for a period of ten (10) working days or less duration.
- Further to 7.01.05 (b), the following limitations apply:
- ♦ If the leave is a result of a compensable accident as provided for in 7.05, members shall only be eligible for the statutory holiday if the period of leave

commences after the observed date of the statutory holiday.

- ♦ If the statutory holiday or lieu day occurs during a period of sick leave that is ten (10) working days or less, the member shall receive such day paid as a statutory holiday and the remaining days shall be paid from accumulated sick leave entitlement.

Where the City designates a day in lieu of the actual statutory holiday for the majority of its members, the member may be allowed off on such day.

In the event that this is not consistent with the operational requirements of the Service, the member may be allowed a day off in lieu of the statutory holiday at a time mutually agreed between the member and his supervisor. If such a day cannot be provided, the member shall receive one (1) times the average daily hours' pay in lieu of the statutory holiday.

If during a period of sick leave greater than (10) working days, a work day is coincident with a statutory holiday or lieu day, the member shall be paid disability benefits under the respective plan for such a day.

7.01.06 Notice

Members shall be notified if they are required for duty on a statutory holiday at least seven (7) calendar days prior to the holiday. In the event that sufficient notice is not provided the matter will be brought to the attention of the Chief of Police.

- 7.01.07 The cessation of hours of work arising from the implementation and operation of Article 7.01.05 shall not be construed as a layoff.

7.02 ANNUAL VACATION LEAVE

- 7.02.01 Annual vacation leave shall be accumulated on a bi-weekly basis in accordance with the following:

Continuous Service	Accumulation
Commencing with the bi-weekly pay period in which the member enters the Police Service.	4.608 hours
Commencing with the bi-weekly pay period in which the seventh (7th) anniversary of continuous service occurs.	6.152 hours
Commencing with the bi-weekly pay period in which the sixteenth (16th) anniversary of continuous service occurs.	7.688 hours
Commencing with the bi-weekly pay period in which the twenty-second (22nd) anniversary of continuous service occurs.	9.232 hours

It is understood that said vacation leave shall be based upon the regular rate of pay, established in Appendix I, for the class of the position to which the member is permanently appointed or serving the required probationary period or trial term thereof.

- 7.02.02 Members in the employ of the City on December 31 shall be eligible to take the vacation to which they are entitled, as of January 1, in the twelve (12) month period following January 1. Subject to approval from the Chief, a member may also be entitled to use any vacation entitlement earned between January 1 and the commencement of his/her scheduled vacation period.

- 7.02.03 On termination of employment, for whatever reason, a member shall be paid for any unused vacation leave or the City shall recover any vacation leave advanced to the member.
- 7.02.04 If a recognized statutory holiday occurs during a period of vacation of a member, he shall be entitled to receive pay equal to one (1) times his average daily hours of work at the regular rate of pay established in Appendix I for the classification of the position to which he is permanently appointed or is serving the required probationary period thereof, or the member may elect to accumulate equivalent hours in accordance with 5.12.
- 7.02.05 A member shall be entitled to receive the vacation to which he is entitled in any year in an unbroken period unless otherwise mutually agreed upon by the member concerned and the Chief of Police.
- 7.02.06 A member shall be permitted to carryover vacation credits in accordance with the following:
- ♦ Each member's vacation record shall be balanced and verified annually at payroll year end. Each member shall be allowed to maintain the equivalent of two (2) times the member's current annual vacation entitlement for use in the forthcoming calendar year.
 - ♦ A member may carry over the excess vacation credits if mutually agreed upon between the member and the City.
 - ♦ A member who has vacation credits in excess of the allowable carryover shall be provided one (1) year in which to use such excess credits. Failure to use excess credits within the one (1) year period may result in the City assigning the vacation period.
- 7.02.07 A permanent member who has been on leave of absence without pay for one full pay period or more shall, for the year in which absence occurs, earn annual vacation with pay proportionate to the number of pay periods that member worked with pay in the service of the City.
- 7.02.08 A member absent because of non-occupational disability shall earn vacation credits in accordance with the following:
- 7.02.08.01 A member who is in receipt of Income Protection benefits shall continue to earn vacation credits.
- 7.02.08.02 A member who is in receipt of Long Term Disability benefits shall cease to earn vacation credits until the employee returns to work for the City in any form of remunerated employment.
- 7.02.09 If a permanent member is absent because of sickness and/or accident which occurred as a result of his employment and is recognized as compensable by the Workers' Compensation Board, he shall earn vacation entitlement during the first twelve (12) months of such disability only. 7.02.08 shall not apply to a member absent for such disability described in 7.02.09.
- 7.02.10 If a member is detailed for duty including attendance at Court while on vacation, he shall be granted his regular rate of pay for the number of hours for which he would have received paid vacation leave for such day, or he may elect to accumulate the time equivalent in accordance with 5.12 and, in addition:
- 7.02.10.01 If the member attends Court, he shall receive sixteen (16) hours Court time payment for the day's Court attendance. The member may elect to accumulate the time equivalent in accordance with 5.12.
- 7.02.10.02 If the member is detailed for duty, he shall receive pay equal to his regular rate of pay times the number of hours for which he would have received paid

vacation leave for such day or pay at two (2) times his regular rate of pay for the actual time worked, whichever is greater. The member may elect to accumulate the time equivalent in accordance with 5.12. For the purposes of computing the pay at the applicable premium for the actual time worked, a member who works up to and including fifteen (15) minutes shall not receive any payment on account of such work and from and including the sixteenth minute to and including the thirtieth minute, the member shall be paid one-half (½) hour at the specified premium. Likewise, a member who works from and including the thirty-first minute to and including the forty-fifth minute shall only receive one-half (½) hour at the specified premium and from and including the forty-sixth minute to and including the sixtieth minute, the member shall be paid one (1) hour at the specified premium, and so on from half hour to half hour.

- 7.02.11 All necessary and reasonable travel expenses, including food and lodging, actually incurred by a member of the Service in returning him from vacation to undertake any duty required of him during his vacation, shall be paid by the City and shall include all expenses of returning to the place from which said member had to return to undertake such duty, provided, however, that if a member is advised that he is required to attend Court during the vacation period allotted to him, he shall have the responsibility of bringing these circumstances to the attention of his Divisional Head immediately upon being so advised.

For purposes of this clause and 7.02.10 only, vacation shall mean the scheduled periods of vacation which a member has been formally assigned, on the basis of seniority and in accordance with Service regulations, and shall include any off duty days which occur immediately preceding, immediately following or which are encompassed within the vacation days scheduled. Members on pre-retirement or pre-resignation leave will be shown on second watch for the purpose of Court attendance. For each day such member actually attends Court, a day of vacation pay will be added to the members final payout. The member must advise Human Resources to have the payroll attendance record amended for each day that the member attends Court during pre-retirement or pre-resignation leave.

Where a member is detailed to attend and does attend Court during a period of scheduled vacation and he is not advised prior to the end of his last working shift that his attendance at Court is not required, he will receive sixteen (16) hours Court time for the inconvenience caused by the cancellation. The member may elect to accumulate the time equivalent in accordance with 5.12.

Where a member is required to return from approved scheduled annual vacation to attend local Court or out of town Court the member shall be paid travel time on an hour for hour replacement up to a maximum of the normal tour of duty for each day in travel status. There will be no compensation for travel time if less than (1) hour.

- 7.02.12 Vacations in progress during the commencement of the new calendar year shall continue to their completion as scheduled and shall be deemed to be vacation used in the year in which the vacation commenced.
- 7.02.13 A member shall not be eligible to schedule in excess of four (4) weeks' vacation during the months of July and August except that, in exceptional circumstances, the Chief of Police may authorize a member to schedule in excess of four (4) weeks' vacation during such period. In the event that additional vacation is authorized because of exceptional circumstances, such vacation will not interfere with normal vacation scheduling.

- 7.02.14 If a member produces evidence, satisfactory to the City, proving that he/she was incapacitated to the extent which required the member to be confined to home or hospitalized, through non-occupational sickness and/or injury for a period of three (3) working days or more during his/her vacation, such whole period shall not be included in the member's annual vacation entitlement, but shall be charged to the member's sick pay entitlement, subject to the agreement of the City.
- 7.02.15 All vacation carryover must be taken prior to the current year's vacation entitlement, except as otherwise arranged between the member and the Service.
- 7.02.16 A member on vacation shall be eligible for bereavement leave in accordance with the applicable bereavement leave provisions.
- 7.02.17 Vacations will be allotted on a seniority basis within the smallest operational groups in the service. The number of members to be on vacation at any one time shall be determined through discussion and agreement with the Chief of Police and efforts shall be made to have approximately twenty (20) percent of the members in each group on vacation at one period of time.
- Exceptions to the operational requirements outlined above may be granted on a case by case basis, where deemed appropriate by the Divisional Inspector and/or Manager.

7.03 LEAVE OF ABSENCE

7.03.01 Leave Of Absence Without Pay

Leave of absence without pay may be granted at the discretion of the Chief of Police.

7.03.02 Employment For Gain While On Leave

A member engaged in other employment for gain while on:

- ♦ leave of absence or,
- ♦ suspension with or without pay,

without the express written consent of the Chief shall be deemed to have automatically terminated his service with the City.

7.03.03 Benefits While On Leave

Members granted leave of absence without pay in excess of ten (10) working days shall make arrangements with the payroll section of the Edmonton Police Service to pay both the City's and the member's portions of applicable member benefits before their leave of absence commences.

7.03.04 Return To Work At Leave Expiry Date

A member who does not return on the date that an approved period of leave of absence expires shall automatically be deemed to have terminated his employment unless the member provides reasons for his absence which are satisfactory to the Chief of Police.

7.03.05 Disability Leave – Other Employment

Employees engaged in any other employment activities, including self-employment, while in receipt of income protection, long term disability or workers' compensation benefits, without the express written consent of the City, shall be deemed to have automatically terminated their employment with the City.

7.03.06 Association Business Leave

The parties agree that collaborative relations, between Management of the Edmonton Police Service and the Executive of the Edmonton Police Association, serve the long term interest of all parties (Service, Association, and members).

7.03.06.01 FULL- TIME ASSOCIATION EMPLOYMENT

Leave of absence without pay for full- time Association employment shall be granted under the following conditions:

- 7.03.06.01.01 In the event that a member becomes a full- time official of the Association, he shall be granted leave of absence for the purpose of carrying out the duties of his office and shall retain his seniority in his department as if he had remained in continuous employment therein. He shall have the right at any time upon giving one (1) month's notice to return to the same position, if available, or to a comparable position or such other position to which he may be promoted by reason of seniority and ability.
- 7.03.06.01.02 Such a member shall make regular contributions to the Welfare Fund, Pension Fund, and all member benefits, participating in same as would a permanent member of the City. His contributions to these benefits shall be based on his earnings during his full- time employment with the Association, who shall pay the City's portion, making due allowance for changes in his marital status and number of dependents.

7.03.06.02 DELEGATES

Members of the Association's Executive Board, named to attend meetings as delegates of the Association, shall be permitted requested leave of absence without pay for such purposes, at the discretion of the Chief of Police.

DELEGATE ATTENDANCE AT MEETINGS

Members of the Association's Executive Board selected to attend meetings as delegates of the Association shall obtain prior approval from the Police Service, where such attendance requires leave from regular duties.

A written request for leave of absence with pay shall be submitted to the Director, Human Resources Division, with as much notice as possible, given the circumstances. Approval for such requests shall not be unreasonably denied.

7.03.06.03 TRAINING REQUESTS FOR ASSOCIATION REPRESENTATIVES

Members of the Association's Executive Board selected to attend training as a delegate of the Association shall submit a written request for leave of absence without pay. Such request should be submitted to the Director, Human Resources Division, a minimum of 10 working days prior to the first day of the training leave. Approval for such requests shall not be unreasonably denied.

When the Police Service reviews the nature of the training and deems the course content to be relevant to the duties of the member's regular position, a cost sharing arrangement may be approved, by the Director, Human Resources Division, where the Service bills the Association for only 50% of the cost of the member's wages for the period of the required leave.

7.03.06.04 NEGOTIATIONS – ASSOCIATION REPRESENTATIVES

Members appointed to the negotiating committee for the Association shall be granted leave of absence with pay, at their regular rate of pay, for the purpose of attending joint collective bargaining meetings in the establishment of a new collective agreement. It is understood that no more than four (4) members will be granted leave with pay for the purpose of attending said meetings on behalf of the Association for the purpose of collective bargaining.

MEDIATION OR COMPULSORY ARBITRATION MEETINGS

Leave of absence without pay for all members appointed to the Association negotiating committee shall be granted in the event mediation or compulsory arbitration meetings are required for the purpose of establishing a new collective agreement. Leave without pay shall commence from the first day the parties commence mediation and continue throughout the mediation and, if required, throughout the compulsory arbitration process.

- 7.03.06.05 Wherever a leave of absence with pay is granted to a delegate of the Association, it shall be for those hours members normally would have worked had they not been required to attend to the business on behalf of the Association.

7.03.07 Bereavement Leave

A member shall be granted time off with pay, at the regular rate of pay, for the position to which such member is permanently appointed or serving a required trial term thereof, for the purpose of making arrangements for, or attending, a funeral in accordance with the following:

- 7.03.07.01 When death occurs in the member's immediate family - that is, current spouse, parent, child or ward - the member, on request, shall be excused for any up to five (5) regularly scheduled consecutive working days without loss of pay at the employee's regular rate of pay, provided the employee attends the funeral and that one of the days of absence is the day of the funeral. Such leave shall extend past the day of the funeral if there is a demonstrated need for the leave. However, in no event shall such leave exceed the five (5) working days.

Three (3) days' leave with pay to attend the funeral services of persons related as follows: grandparent, grandparent of current spouse, grandchild, guardian, parent of current spouse, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or a related dependent of the members. The member, on request, shall be excused for up to any three (3) regularly scheduled consecutive working days without loss of pay at the member's regular rate of pay, provided that the member attends the funeral and that one of the days of absence is the day of the funeral. Such leave shall extend past the day of the funeral if there is a demonstrated need for the leave. However, in no event shall such leave exceed the three (3) working days.

- 7.03.07.02 One-half (½) day's leave with pay to attend funeral services of persons related more distantly than those listed in 7.03.07.01 shall be granted upon request.

Upon demonstrating the need for additional time due to extenuating circumstances this leave shall be extended up to one (1) day.

- 7.03.07.03 The word "funeral" when used in respect of bereavement leave shall include the initial memorial service which is held in conjunction with a cremation.
- 7.03.07.04 The term "extenuating circumstances" may include travelling time, shift schedule conflicts or such other reasons which may be applicable to the individual circumstances.
- 7.03.07.05 A member on leave of absence other than annual vacation leave shall not be eligible for bereavement leave.

7.03.08 Leave For Medical And Dental Appointments

A permanent or probationary member who is compelled to arrange a medical or dental appointment during working hours shall be allowed to meet such appointment on City time and without loss of pay, provided that the member is not absent from work for a period longer than three (3) hours. Such member shall not be obliged to make up the time spent away from work to keep the appointment.

7.03.09 Maternity/Parental Leave

Maternity leave shall be granted by the Chief of Police in accordance with the following:

- 7.03.09.01 To a female member, who has completed at least three (3) months' service, upon her application to the Chief of Police. However, should no application be made by the member for maternity leave, the employee will be deemed to have resigned her position and the City will be under no obligation to provide future employment.
- 7.03.09.02 Except in the case of members as stipulated below, Maternity Leave shall be without salary or sickness allowance but the member on such leave will not lose seniority.
- 7.03.09.03 Maternity leave shall be applied for in writing, at the earliest possible date, but not less than six (6) weeks prior to the date upon which maternity leave is to commence.

Such leave shall commence at any time up to twelve (12) weeks prior, or earlier if a satisfactory medical certificate is produced, to the estimated date of delivery. If, in the opinion of the Police Service, the member is unable to perform the duties of her position or such other alternative position which may be available, for which she is qualified, and in the absence of any valid, health-related disability attributable to the pregnancy, the member shall be required to immediately commence maternity leave.
 - a) Parental leave shall be applied for in writing at the earliest possible date, but not less than six (6) weeks prior to the date upon which parental leave is to commence. Where a member is adopting a child, and where the date of the child's placement with the adoptive parent is not foreseeable, the member shall provide written notice of parental leave as early as possible given the circumstances.
- * 7.03.09.04 Maternity leave shall be up to seventeen (17) weeks in duration, including any valid, health-related portion that may be encompassed during this period after the birth, which includes the 2 week Employment Insurance waiting period.

Birth mothers shall be granted up to thirty-five (35) additional weeks of unpaid parental leave, for a combined total of fifty-two (52) weeks leave. The parental leave must immediately follow the maternity leave. Employees may be eligible for parental benefits from Employment Insurance during the parental leave period. On production of a satisfactory medical certificate at the expense of the City, the member shall return from leave to regular employment with the City if able to do so within fifty-two (52) weeks after the commencement of such leave.

- * 7.03.09.05 Female members who are also members of the City's Disability Plans as provided for in this Agreement and provide medical evidence satisfactory to the City to substantiate their disability for the valid, health-related portion of their pregnancy may, subject to the terms of the City of Edmonton Supplemental Unemployment Benefits Plan (SUB PLAN), qualify for SUB PLAN benefits for the duration of the aforementioned valid, health-related period. In any event, receipt of such SUB PLAN benefits shall commence no sooner than the date of delivery, subject to the provisions contained in the SUB PLAN. Female members who are also members of the City's Disability Plans and who otherwise do not meet the conditions for eligibility for SUB PLAN benefits during the valid, health-related portion of their pregnancy will be governed by the terms of the City's Disability Plans.

SUB PLAN PAYMENTS

Birth mothers shall be eligible for SUB Plan payments based on the difference between the Employment Insurance benefits plus any other earnings received by the member and:

- a) For the valid health related period – 95% of the member's gross earnings (normally the first 6 weeks, which includes the 2 week Employment Insurance waiting period); and
- b) For the balance of the 17 week maternity leave period – 95% of the member's gross weekly earnings if the member continues to receive Employment Insurance benefits. During this period, should the member wish to continue benefits coverage, she shall be responsible for both the employee and employer share of the cost.

Medical evidence satisfactory to the City/Service shall be provided to substantiate the health related portion of the maternity leave period.

- 7.03.09.06 A female member who is also a member of the City's Disability Plans and who subsequently experiences a maternity complication related to the valid, health-related portion of her pregnancy after the conclusion of the maximum period during which SUB PLAN benefits may be available, shall be entitled to receive the balance of disability benefits paid at the applicable level.
- 7.03.09.07 Whenever the member is absent for more than the approved period of maternity leave, unless the absence is due to a maternity complication related to the valid, health-related portion of her pregnancy and is substantiated by medical evidence satisfactory to the City, she shall automatically be deemed to have terminated her employment when said period expires.
- 7.03.09.08 A member returning from maternity leave within the approved period shall be given the same position, if available, or a comparable position, at her former rate of pay, provided as much notice as possible of return is given to the City. In any event, said notice shall not be less than four (4) weeks.

* **7.03.09.09 ADOPTION/PARENTAL LEAVE**

A member who is the birth father, the adoptive father or the adoptive mother shall be entitled to up to thirty- seven (37) consecutive weeks of parental leave without pay in accordance with the provisions of the Employment Standards Code. The member shall take the leave within 52 weeks of the child's birth.

* **7.03.09.10 PERSONAL LEAVE EXTENSIONS**

Personal leave in excess of the thirty- seven (37) week parental leave may be granted at the discretion of the Police Service.

NOTE: For the purposes of this section, the City's Disability Plans shall include the income protection and long term disability plans.

* **7.04 SUPPLEMENTATION OF COMPENSATION AWARD**

If a member is disabled on account of a compensable accident or illness which occurs as a result of his employment with the City and which is recognized by the Board and the Board awards a disability benefit to the member, this plan shall provide supplementary payment to the member, the payment hereunder to be supplementary to the Board's disability benefit and other pensions, payments or benefits not personally contracted for by the member, in accordance with the following conditions:

- 7.04.01 If a member is disabled on account of an accident or illness that occurs in the course of his work for the City, and the accident or illness is recognized as being compensable by the Board through payment of a disability benefit to the member, the City shall make a supplementary payment so that the combined payment to the member from the Board's disability benefit, other pensions not personally contracted for by the member and the supplementary payment hereunder, equal one hundred percent (100%) of the member's net pay.

It is understood that payments such as annuities or awards payable to the member as a result of a Criminal Injuries Compensation Award, or a civil suit against any third party, arising out of the accident or illness giving rise to this supplementary benefit, or other lump sum payments as defined in clause 7.04.04, shall be calculated in the monies received by the member, as if it were a pension not personally contracted for by the member and shall offset any supplementary payment due under this clause. Lump sum payments shall be dealt with in accordance with clause 7.04.04 hereof.

- 7.04.02 When a member is disabled, the City's supplementation payment described in 7.04.01 shall continue until such time as:
- ♦ the member returns to work;
 - ♦ the member reaches the age of sixty- five (65) years;
 - ♦ the member's termination of employment with the Service; or
 - ♦ earnings from alternate gainful employment together with any pensions, annuities and awards not personally contracted for by the member, payable to the member, are equal to or greater than the net pay as defined in 7.04.07.04, whichever occurs first.

It is understood that, if a member is able to engage in alternate gainful employment, earnings from such employment shall offset the amount of the supplementation payable by the City. If the member is medically able to engage in alternate gainful employment, but refuses to do so, any obligation on the part of the City to make supplementation payments shall cease and desist.

7.04.03 Should a question arise as to the member's medical capabilities, including whether or not a member is capable of performing any job, the City shall have the right to consult with the member's physician in order to obtain a report as to the member's medical capability of performing work or a job and/or to refer the member to a physician appointed by but not employed by the City for medical examination in that regard. In the event that the member refuses to allow consultation, or refuses to take a medical examination as requested by the City, any responsibility of the City, or any rights of the member under the provisions of Section 7.04 shall be suspended for the period that the member refuses or fails to allow the consultation or to take the examination, and the member will have no entitlement to benefits hereunder during the period the member's rights are suspended.

In the event a dispute arises concerning the member's medical capability to perform work, or any job, the same shall be settled by the Workers' Compensation Board review and appeal processes for workers and employers.

7.04.04 In the event that a member is awarded a payment as a result of a Criminal Injuries Compensation Award, or civil suit against any third party arising out of the accident or illness giving rise to the supplementary benefit, or receives refunds from pensions, health and welfare or other similar plans that have not been personally contracted for (which hereafter are referred to as a "lump sum payment"), the member shall choose one of the options (a) to (c) enumerated below.

- a) The lump sum payment shall be actuarially equated by the City to a monthly value based on pro-rating the payment over the normal remaining service life of the member to age sixty-five (65) and such monthly value shall be deducted from the amount of the supplementation owed by the City, or
- b) The member may accept the lump sum payment and, in so doing, shall automatically release the City from any and all obligations for supplementation, or
- c) The member may irrevocably assign the lump sum payment to the City, and the City shall then be obligated to continue supplementation of compensation payments to the member in accordance with the provisions of 7.04. It is understood and agreed that if the City brings action against any third party in the name of the member, and a lump sum payment results, the lump sum payment value to be used in the application of this clause is the amount awarded by the Court less the costs incurred by the City or the member, in pursuing the action.

7.04.05 Subject to the rights of the Workers' Compensation Board pursuant to the Workers' Compensation Act, if the City makes any payment or assumes any liability therefore under this Plan, it is subrogated to all rights of recovery of the member (whatever is applicable) and may bring action in the name of the member to enforce those rights.

7.04.06 The City and the member may at any time agree to a lump sum cash settlement in lieu of supplementation of compensation payments.

7.04.07 Definitions

The following definitions shall apply to all provisions of 7.04. Where a conflict exists between any of the definitions contained herein and the definitions in Section 3 - "Definitions", the definitions contained herein shall apply.

7.04.07.01 "Board" shall mean the Workers' Compensation Board as established by the Workers' Compensation Act, S.A. 1981 c.W- 16 as amended.

- 7.04.07.02 "City" shall mean the Corporation of the City of Edmonton.
- 7.04.07.03 "Disability Benefit" shall mean Temporary Total or Partial Disability Benefits as defined in the Regulations to the Workers' Compensation Act.
- 7.04.07.04 "Member" shall mean an employee coming within the jurisdiction of the Police Officers Collective Bargaining Act, R.S.A. 1980 c.P- 12.05 as amended.
- 7.04.07.05 "Net pay" shall mean the regular rate of pay of a member less any difference between the income tax payable by that member prior to the onset of disability and the income tax payable by the member after the onset of disability. Further, in the event of permanent disability, the regular rate of pay in respect to the member shall be reduced by the amount of all normal pay deductions which because of disability, no longer have application.
- 7.04.07.06 "Pension" in relation to the Board, shall mean periodic payments, or a lump sum payment in lieu of periodic payments by the Board to a member for total or partial disability which is either permanent or temporary in nature.
- 7.04.07.07 "Regular rate of pay" shall mean the rate of pay established in Appendix I of this Agreement for the rank or position in which the member was permanently confirmed or serving the required probationary period at the time of disability, provided that, if a member holds a rank or position junior to that of a Fifth Year Constable at the date of disability, it will be deemed for the purpose hereof that progression toward attainment of the Fifth Year Constable rank or position will proceed as provided in the Collective Agreement as if the member was not disabled.

Except in respect to a member who has not attained Fifth Year Constable rank or position, whose circumstances will be dealt with as provided above, where a pay range exists for any rank, the regular rate of pay shall mean the rate of pay within the pay range that the member was receiving immediately prior to the onset of disability.

The regular rate of pay as herein defined shall be subject to adjustment by the amount of the general increase negotiated in subsequent Collective Agreements for the rank or position as referred to in Appendix I.

7.05 CLOTHING

- 7.05.01 Member shall receive an annual clothing allotment based on a point system administered by the City. A point shall have the value of one (1) Canadian dollar.
- 7.05.02 Members required to perform their duties in civilian clothing shall be paid a clothing and cleaning allowance at the rate of one thousand two hundred eighty-five dollars (\$1,285) per annum.
- 7.05.03 If a member does not complete the period for which he or she has been paid a clothing allowance, a refund to the City shall be made of the unearned portion of the said allowance.
- 7.05.04 Uniformed members detailed for duty in plainclothes for any period of time of one (1) month or over shall be paid a pro-rata clothing allowance for such period at the rates stipulated in 7.05.02 and 7.05.05.
- 7.05.05 All uniformed members shall receive an annual allowance of five hundred ninety-seven dollars (\$597).
- 7.05.06 Uniformed members' clothing must meet the specifications as prescribed by the Chief of Police.

- 7.05.07 When in uniform, members shall wear only that type of footwear approved by the Chief's Committee, as specified in the applicable Service Directive.
- 7.05.08 Uniform issue shall be of suitable quality to meet the requirements of the Service.
- 7.05.09 If any article of apparel being worn by a member is damaged or destroyed in the performance of a duty, such article shall be repaired or replaced (as the case requires) by the City.
- 7.05.10 All clothing allowances set out in the preceding paragraphs will be paid by no later than the second pay period of the year.

A member who, in any calendar year, has been on leave of absence without pay for thirty (30) consecutive calendar days or more, a member who has been absent due to non-occupational disability for a period of one hundred eighty (180) consecutive calendar days or more, or a member who has been absent due to occupational disability for a period of three hundred sixty-five (365) consecutive calendar days or more shall be paid clothing allowance and/or boot replacement and uniform cleaning allowance proportionate to the number of months that the member was not absent for those reasons. If the member has already received payment for his full clothing allowance and/or boot replacement and uniform cleaning allowance then the adjustment shall be made from the first subsequent clothing allowance and/or boot replacement and uniform cleaning allowance for which the member is eligible.

- 7.05.11 During a member's term of service, but in any case not before the completion of two (2) years of service, a member shall be entitled, upon request, to be issued with a dress uniform. When a member requests a replacement issue of the dress uniform, such member shall be responsible for all associated replacement costs, which may be partly defrayed in whole or in part against his/her point allocation.
- 7.05.12 When a plainclothes member requests a replacement issue of dress uniform, such member shall be responsible for all associated replacement costs, which may be partly defrayed in whole or in part against his/her point allocation.
- 7.05.13 New members shall be issued a complete kit of uniform and equipment prior to any scheduled active Police Duty assignment.

7.06 TRANSPORTATION

Members shall receive free transportation on the Edmonton Transit System upon presentation of a pass, badge, or warrant card.

7.07 TELEPHONES

Each member shall be required to have a telephone installed in their place of residence.

7.08 PENSIONS

Pension benefits and terms and conditions relative thereto are as set forth in the Special Forces Pension Plan. All members of the Association shall participate in this Plan and make contributions by payroll deduction. The City shall pay 1.1% of the rate of contribution. The remainder of the contribution rate as set forth in the Special Forces Pension Plan made thereunder shall be shared equally between the members and the City.

8 Employment

- 8.01 The Chief may appoint to the staff of the Edmonton Police Service any person whom they consider fit and qualified, provided that the person appointed is a Canadian citizen and is able to pass satisfactorily the prescribed medical examination.
- 8.02 The appointee referred to in 8.01 shall serve a probationary period of eighteen (18) months which shall commence on the date the member is sworn as a member of the Edmonton Police Service. At any time during the probationary period, the appointee may be released should the Chief of Police or other executive officer so determine and such release shall not be the subject of a grievance.
- 8.03 Members who have completed their probationary period can only have their employment terminated for cause:
- ♦ as stipulated in Section 37 of the Police Act or
 - ♦ as a result of incapacity pursuant to Clause 15 of this Agreement.
- 8.03.01 In the event that a member wishes to terminate his employment, or the Service initiates a general or departmental layoff, two (2) weeks' notice shall be given and the member shall work the term of notice or receive two (2) weeks' pay in lieu thereof unless otherwise mutually agreed.
- 8.03.02 If any position to which a permanent member has been promoted or transferred is abolished, the member holding such position shall revert to the position formerly held by him within the Service or to such other equivalent position that may be available, however, in the event of a general or departmental layoff, the members affected by such layoff shall be released on the basis of seniority within the Service.
- 8.04 Any exception to the requirements stated in this section must have the concurrence of both parties to the Agreement.
- 8.05 A member who is serving a probationary period and has been absent or unable to perform his assigned duties for a period of thirty (30) or more consecutive calendar days for any reason other than paid vacation leave, accumulated time or absence due to illness or injury arising from a compensable accident, shall have the probationary period extended by the length of such absence.
- 8.06 Experienced police officers, with a minimum of eighteen months (18) experience, including basic training, with a Canadian national, municipal or provincial police service, or an international police service recognized by the City may be hired at the rate of pay consistent with their years of experience but no higher than the fifth year Constable rate. Such officers must be eligible for, or hold, an "honourable discharge" from their previous police service. Basic training may be abbreviated. Except for the wage rate as stated above, all service related entitlements and benefits, such as seniority, vacation and service in rank will commence in the same manner as they do for an inexperienced new member.

9 Promotions / Preferred Positions / Postings

9.01 PROMOTION ELIGIBILITY / QUALIFICATION PROCESS

If an appointment is to be made to any vacant or new position, or to a position whose regular incumbent is on leave of absence on account of sickness, vacation, or other cause, and such appointment may provide promotion for any member, such appointment shall be made from among the eligible members that have successfully qualified according to the following conditions:

9.01.01 Constable Promotion Exam Eligibility Criteria

Constables shall be eligible to participate in the initial qualifying examination that is held in the next calendar year when they have attained:

- five (5) years of continuous service in the Edmonton Police Service to December 31 of the current year, or
- five (5) years of Canadian policing service to December 31 of the current year, of which two (2) years are served in the Edmonton Police Service; or
- five (5) years of policing service to December 31 of the current year, gained outside of Canada, of which three (3) years are served in the Edmonton Police Service.
- Service credits shall only be granted from the date of last enlistment in the Edmonton Police Service.
- Application to participate in this examination must be submitted to the Chief of Police not later than noon on December 31 of the current year.

9.01.01.01 TEMPORARY ACTING ELIGIBILITY

Constables shall be eligible to participate in the qualifying examination in their 5th year of service but will not be eligible to temporarily act or relieve in a higher rank until they complete 5 years of service.

9.01.02 Promotion Exam / Re- Examination Process

The initial examination or re-qualification exam will be held after January 15 of each year. The mark necessary to qualify for promotion from Group I to Group II shall be seventy (70) percent. Once constables have attained a mark of seventy (70) percent, they shall be considered as qualified and no further marking of the examination shall take place.

FOR CONSTABLES WHO FIRST WRITE THE QUALIFYING EXAM ON OR AFTER JANUARY 1, 2010:

Once qualified for promotion, members shall be required to re-qualify by examination following each five (5) consecutive year period of being qualified but not promoted. The Service reserves the right to notify members that the five (5) year rewrite period is extended to six (6) years, due to operational requirements.

An application to participate in the next examination must be submitted to the Chief of Police not later than noon on December 31 of the year prior to the year re-qualification is required.

9.01.03 Promotion Process for Level I to Level II and Level II to Level III

The Promotion Process is comprised of five stages:

- ♦ Stage 1: (Maximum 10 Points) Candidate application with promotional points accumulated for education and seniority
- ♦ Stage II: (Maximum 25 Points) Written assessment focusing on key areas of investigation and supervision
- ♦ Stage III: (Maximum 35 Points) Readiness for Promotion Assessment / Divisional Management Team meetings (including the conditional right for the Association to be present)
- ♦ Stage IV: (Maximum 25 Points) Behavioural Event Interviews
- ♦ Stage V: (Maximum 5 Points) Promotion Board Meeting / Chief's Committee / Ratification of Promotions

RATIFICATION OF PROMOTIONS

The process involves a competency based assessment emphasizing industry standard Behavioural and Technical competencies, a written assessment early in the process, and a high level of input concerning a qualified candidates Readiness for Promotion Assessment from applicable supervisors and management.

At the end of Stage III, the cumulative scores for all candidates derived from Stage I – III will be tabulated. Candidates will be shortlisted to progress on to Stage IV based upon their score and the anticipated number of promotions available.

Once Stage V is completed, a list of successful candidates will be published. Effective date of the promotion and placements will be the responsibility of Human Resources Division. Subject to organizational need, Chief's Committee may create a small short- list of candidates who will be eligible for promotion before the next process is undertaken; If a short- list is created, it must be exhausted prior to the commencement of the next process, unless written notice is provided to the Association by the Deputy i/c Corporate Services Bureau explaining the reason for a candidate(s) to remain on a short- list.

Detailed criteria shall be published in a "Promotion Process Guide" issued prior to the start of the process. Each promotion process will be subject of an "After Action Report" that will be a collaborative effort between the Service and Association to identify any adjustments required to the overall process.

9.01.04 Promotion Group Levels

For the purpose of promotion, the Edmonton Police Service shall be divided into the following groups:

- ♦ Group I: Constables
- ♦ Group IIA: Detectives/Sergeants (equivalent rank)
- ♦ Group IIB: Patrol Sergeants
- ♦ Group III: Staff Sergeant
- ♦ Group IV: Inspector or senior

9.01.05 Constable Promotion Eligibility

Those eligible for promotion to the rank of Detective, Sergeant, or Patrol Sergeant shall be Constables who are qualified for promotion according to the provisions of 9.01.01, 9.01.02, and 9.01.03.

9.01.06 Patrol Sergeant, Sergeant, and Detective Promotion Eligibility

Those eligible for promotion to the rank of Staff Sergeant [Group III] shall be Sergeants or Detectives [Group II], who have earned a minimum of two (2) years in their present ranks and successfully competed in the Promotion Process detailed in 9.01.03.

9.01.07 Eligible to Compete for Promotion List Posting

A list of members eligible to compete for promotion from Group I to Group II shall be maintained and posted annually on the Edmonton Police Service Intranet website.

9.01.08 Final Promotion Authority

Consistent with 9.01 and applicable sub-clauses, the Chief of Police shall make the final decision and selection with respect to any promotion.

9.02 PERSONNEL ORDER NOTIFICATIONS

Appointments, promotions, dismissals and resignations shall be issued in the form of a Personnel Order posted on the Edmonton Police Service Intranet website.

9.03 PREFERRED POSITIONS / PROMOTED VACANCY POSTINGS

All Edmonton Police Service Constable duties, other than all positions assigned to Patrol, IMAC Branch, and Police Dispatch 9-1-1 Section, shall be considered preferred positions within the Edmonton Police Service. When an organizational area changes (if applicable), in consultation with the Association, additions / deletions / modifications to this list of work areas will be the subject of a letter of understanding or update to this clause.

PREFERRED CONSTABLE POSITION VACANCIES / POSTING PROCESS

When vacancies occur in preferred Constable positions, the parties agree that a total assessment of competency, relevant background, training qualifications, education, experience and merit will be the primary considerations and where two (2) or more applicants are relatively equal, seniority shall be the determining factor.

PROMOTED POSITIONS VACANCIES / POSTING PROCESS

When vacancies occur in promoted positions, the parties agree that a total assessment of competency, relevant background, training qualifications, education, experience and merit will be the primary considerations and where two (2) or more applicants are relatively equal, seniority shall be the determining factor.

In the event that an operational need exists, the Deputy Chief i/c of Corporate Services Bureau may make a selection and shall advise the Association as to the reasons for doing so. Junior Constables may be selected over Senior Constables provided it can be demonstrated that the junior Constable possesses superior merit in terms of training and experience that would directly relate to the position.

- a) When a vacancy arises and no suitable Constable has been identified from within the Division, the vacancy shall be posted service wide. Notwithstanding, the Deputy Chief i/c of Human Resources may approve a transfer without posting the position due to operational requirements.
- b) All Edmonton Police Service promoted Officer duties, including Sergeant, Detective, and Staff Sergeant shall not be considered preferred positions within the Edmonton Police Service.

When vacancies occur in promoted positions, the senior promoted members of the service shall have the right to apply for and be appointed to same, provided the applicants have the necessary competency, relevant background, training, qualifications, experience and merit to fill the vacant position.

Junior promoted members may be selected over senior promoted members provided it can be demonstrated that the junior promoted member possesses superior merit in terms of training and experience that would directly relate to the position.

- c) A promoted member's promotion date shall be used to calculate seniority for the purposes of this article.
- d) Patrol Divisional Command shall strive to post all vacancies within the Division before a selection is made so that members have the opportunity to express interest. In the event there are no applications, the posting shall be made service wide.

A Division Superintendent may select a constable, who has been identified as interested and qualified, from within the Division without a posting.

When an organizational need exists, the Deputy Chief i/c of Corporate Services Bureau may make a selection from within or outside the Division and shall advise the Association as to the reasons for doing so.

9.03.01 Newly Promoted Positions Assignment Tenure

A newly promoted member is required to serve two (2) full calendar years in the promoted position prior to being eligible for a lateral transfer. Notwithstanding this provision, in the event an organizational need exists, the Deputy Chief i/c of Corporate Services Bureau may approve a lateral transfer and shall advise the Association of the reasons for doing so.

9.03.02 Constable Preferred to Preferred Limitation

Constables shall be required to return to a non-preferred position for one (1) calendar year before being moved from a preferred position to another preferred position. In the event that an operational need exists, the Deputy Chief i/c of Corporate Services Bureau may transfer a constable from a preferred position to another preferred position and shall advise the Association as to the reasons for doing so.

9.03.03 Posting Process with External Partners

Constable, Detective/Sergeant, or Staff Sergeant vacancies in areas with external partners (e.g. School Resource Officers, ASIRT, Domestic Violence Teams, etc.) shall be subject to the same posting and selection processes detailed above. In the event that an operational need exists, the Deputy Chief i/c of Corporate Services Bureau may make a selection and shall advise the Association as to the reasons for doing so.

9.04 PROMOTION LIMITATION / SPECIAL ASSIGNMENT

Except as otherwise provided by this Agreement, the Chief of Police may not promote a member who is not eligible/qualified for promotion according to the applicable provisions of clauses 9.01.01, 9.01.02, and 9.01.03 without the written approval of the Association. However, the Chief of Police may appoint a member to a specialized position within the Service and pay to that member whatever wage or salary he deems advisable so long as the specialized position is not established as part of the Police Service and does not entail the supervising and directing of other

members of the Police Service outside of the scope of the specialized position. A member so appointed shall retain the rank to which the member was permanently appointed or was serving the probationary period thereof and shall be eligible to qualify for further promotion in the Police Service in accordance with this Agreement. However, the member upon engaging in duties other than those of a specialized nature shall revert to the pay level and other conditions applicable to his rank or such other rank to which he may have been promoted.

10 New Positions Or Classifications

- 10.01** When a new position within an existing classification is under consideration, the Police Service will enter into discussions with the Association prior to implementation.
- 10.02** In the event that the Police Service creates a new classification coming under the jurisdiction of the Association, the rate of pay and working conditions of such classification shall be negotiated by the Police Service and the Association prior to the posting of a vacant position within the new classification.
- 10.03** If a satisfactory settlement of wages to be paid and the working conditions of such new classification has not been reached within seven (7) calendar days of the notice by the City to the Association of the creation of the new classification, the posting of the vacancy shall be made according to the rate of pay and working conditions set out by the City. Notwithstanding such posting, the classification's rate of pay and working conditions shall still be a matter of negotiation between the City and the Association and the notice of posting shall contain the following statement: "The final settlement for the rate of wages and working conditions is being negotiated." Any increase in the rate of pay realized through such negotiations shall be paid retroactive to the date the position in the new classification was filled.

11 Dispute Resolution Process

1. The parties agree to the following dispute resolution process in order to resolve any differences related to the application, interpretation, administration, operation or alleged contravention of this collective agreement in an effort to achieve timely, fair and reasonable resolution of disputes and differences.
2. The parties agree that the purpose of the dispute resolution process is to:
 - a) Encourage open, face-to-face dialogue between the persons affected by a dispute or difference.
 - b) Achieve timely and equitable resolutions to identified issues.
 - c) Contribute to and support a positive, harmonious work environment.
 - d) Recognize and respect the roles, interests and accountabilities of all involved.
 - e) Minimize the time and costs involved in resolving disputes.
 - f) Achieve solutions that are consistent with the terms of this collective agreement.
3. Communications
 - a) Any notice or advice which the Association is required to give to the Employer in respect of any matter referred to herein shall be sufficient if delivered to the Executive Director, Human Resources Division.
 - b) Any notice or advice which the Employer or members of its administrative staff are required to give the Association in respect of any matter referred to herein shall be sufficient if delivered to the President or Secretary of the Association or to an alternate person specified in writing in advance by the Association or if sent by registered mail.
4. Definition of Time Periods
 - a) For the purpose of this process periods of time referred to in days shall be deemed to mean such periods of time calculated on the basis of consecutive calendar days exclusive of Saturdays, Sundays and recognized holidays.
 - b) Time limits may be extended by mutual agreement in writing.
5. Meetings
 - a) An employee shall have the right to be accompanied by an Association representative at any meeting described in this Article.
 - b) Meetings at any stage of this dispute resolution process, except where not reasonably possible, will be held during the normal working day with no loss of pay for a participating employee.
6. Initial Problem Solving Stage
 - a) Employees and Managers, with or without representation, shall first attempt to resolve any dispute through discussion with the person or persons with whom there is a dispute.
 - b) The parties agree to share information relevant to the dispute with one another on a without prejudice basis.
 - c) The discussion should include an open, respectful exchange of information concerning the interests of the persons directly affected by the dispute, an exploration of potential options to resolve the dispute and mutually acceptable solutions. All discussions at this stage are on a without prejudice and without precedent basis.
 - d) The parties agree to make timely and reasonable efforts to resolve the dispute at the problem-solving stage.

7. Grievance Consultation Process

- a) The formal grievance shall be in writing and shall specify the details of the dispute, the articles of the collective agreement relied upon and the desired resolution.
- b) A formal grievance shall be initiated within 30 days of the date that the employee or the Association first became aware of, or reasonably should have become aware of, the occurrence of the act giving rise to the grievance.
- c) The parties shall schedule a meeting for the purpose of resolving the grievance within 15 days from the date the grievance was submitted. The parties agree to share information relevant to the dispute with one another on a without prejudice basis and to engage in a meaningful discussion. The parties agree to have all appropriate representatives at the meeting who have authority to discuss all matters related to the grievance. They shall have the ability to obtain any necessary additional authority and communicate their position within 5 working days of the meeting and shall communicate their decision in writing within 7 days of the meeting. If a resolution of the grievance is achieved at this stage the agreement to resolve the grievance shall be confirmed in writing by the parties.
- d) If a resolution of the grievance is not achieved at this stage the grievance may be advanced to Formal Review within 10 days of the date that the Employer communicates its written decision to deny the grievance.

8. Formal Review

- a) The parties may advance the grievance to the Formal Review stage if a dispute is not resolved by consultation by notifying the other party in writing.
- b) Following receipt of the request to advance the grievance, the Executive Director of Human Resources (or their designate) shall schedule a hearing with the Chief of Police (or their designate) within 10 days. Within 10 days of the conclusion of the hearing, the decision in writing shall be provided in writing to the parties.
- c) If a resolution of the grievance is not achieved at this stage the grievance may be advanced to arbitration within 10 days of the date that the written decision to deny the grievance is received.

9. Mediation

- a) The parties may agree to refer the dispute to mediation in which case the Mediator shall be mutually agreed upon by the Association and the Employer:
 - i) The Mediator, within 10 calendar days of appointment, shall meet with the parties and define the issues in dispute.
 - ii) During mediation proceedings the parties shall fully disclose all materials and information relevant to the issue or issues in dispute.
 - iii) The purpose of the Mediator's involvement in the grievance process is to assist the parties to reach a mutually agreeable resolution of the dispute. All discussions are on a without prejudice basis and anything said, proposed, generated or prepared for the purpose of attempting to achieve a mediated settlement is deemed privileged and shall not be used for any other purpose.
 - iv) Where the mediation process leads the parties to resolve the grievance by mutual agreement the Mediator shall confirm in writing the agreed upon terms of resolution.
 - v) Notwithstanding that a mediated settlement is not reached, the parties may jointly request the Mediator issue a report including nonbinding recommendations.

- b) The timelines specified at each step of the grievance and arbitration process shall apply unless the parties have mutually agreed in writing to extend the applicable timeline to accommodate the mediation process.
- c) The expenses of the Mediator shall be borne equally by both parties.

10. Arbitration

- a) If a resolution of the grievance is not achieved at the Formal Review stage the grievance may be advanced to arbitration by either party within 10 days of the date that the written decision to deny the grievance is received.
- b) Within 10 days after receipt of a notification that a grievance is to be remitted to arbitration the parties shall attempt to agree upon an Arbitrator selected from the agreed list.
- c) In the event that the parties are unable to agree upon the selection of one of the above listed Arbitrators to hear the arbitration then representatives of the parties shall meet and select the name of one of the above listed Arbitrators by random draw.
- d) Where one of the parties determines that the grievance should be heard by an Arbitration Board rather than a Single Arbitrator, that party shall advise the other party of this prior to the selection of the Arbitrator and each party shall advise the other of the name of its appointee to the Arbitration Board prior to the selection of the Arbitrator in accordance with the above.
- e) The decision of the Arbitrator shall be final and binding upon the parties.
- f) The arbitration decision shall be governed by the terms of the collective agreement and the Arbitrators shall not alter, amend or change the terms of the collective agreement.
- g) Where an Arbitrator, by way of an Award, determines that the collective agreement has been violated, the Arbitrator may issue a declaration that the collective agreement has been violated and may order the affected party to comply with the collective agreement whether or not this remedy was specifically sought in the grievance. An Arbitrator may make such remedial orders as is fair and reasonable in the circumstances.
- h) The fees and expenses of the Arbitrator shall be borne equally by the Association and the City.
- i) Any of the time limits herein contained may be extended if mutually agreed to in writing by the parties.
- j) In the case of a Single Arbitrator the Arbitrator shall hear and determine the grievance and shall issue an Award in writing.
- k) In the case of an Arbitration Board the Board shall issue a written decision. The decision of the majority is the Award of the Arbitration Board but if there is no majority the decision of the Chair shall be the Award of the Arbitration Board.
- l) The decision of the Arbitrator, or Arbitration Board, is final and binding upon the parties and upon any person affected by it and such parties, or persons affected, shall do or abstain from doing anything required of them by the Arbitration Award.
- m) The parties shall each bear $\frac{1}{2}$ the fees and expenses of the Arbitrator, and in the case of an Arbitration Board, shall also bear the fees and expenses of their respective appointee.

12 Appeals Arising From Discipline Procedure

Appeals arising from discipline procedure shall be dealt with in accordance with the Police Service Regulation and the Police Officers' Collective Bargaining Act.

13 Observance Of Rules And Regulations

- 13.01** Members shall observe all rules and regulations made for the governance of the Edmonton Police Service.
- 13.02** All matters of discipline shall be dealt with in accordance with the Police Service Regulation.
- 13.03** Where there is any conflict between the rules and regulations of the Edmonton Police Service and the provisions of this Agreement, then the provisions of the Agreement will prevail. Rules and regulations which enter into the scope of bargaining jurisdiction shall be negotiated.

14 Time Off For Voting

Each member who is a municipal elector will, if necessary, for the purpose of voting, be allowed up to one (1) hour off without loss of pay between the time the polls open and the time the polls close in civic elections.

15 Incapacity To Perform Regular Duties

In the event that a member is partially incapacitated as a result of illness or injury, every effort shall be made to employ this member in the Edmonton Police Service, or elsewhere in the civic service, as befits the case.

16 Legal Aid

- 16.01 The City of Edmonton shall pay all reasonable expenses and costs with respect to any criminal or civil action taken against or in respect of a member, provided that:
- a) such action arises out of such member's actions while engaged in his/her duties as a Police Officer; and
 - b) such action did not constitute a gross disregard or neglect of his/her duties as a Police Officer.
- 16.02 It is understood that, where a member is a defendant in a civil action arising out of a motor vehicle accident involving a police vehicle, then the member shall be represented by the City of Edmonton Law Branch unless there is a conflict between the City's interests and the interests of the member.

17 Indemnification

- 17.01 The City of Edmonton shall indemnify and save harmless any member from any action, claim, cause or demand whatever that may be made or arises out of the member carrying out the duties of a Police Officer except where the action of the member constitutes a gross disregard or neglect of his/her duties as a Police Officer provided that the member and his counsel cooperate with the Service throughout the entire course of the action.
- 17.02 A member may be personally disciplined pursuant to the Police Service Regulation of the Police Act. Where a question arises whether such discipline is in accordance with the Police Service Regulation or the Police Act, the matter should follow the appeal procedure as outlined in the said regulation and Act. In the event that a court judgment of Law Enforcement Review Board decision is obtained which rules that the matter referred is not in accordance with the Police Service Regulation or Police Act, the City of Edmonton shall be liable for all legal costs, fees or expenses. In all other cases, the member will be responsible for all his/her attendant costs.
- 17.03 Provided the member's actions do not constitute gross disregard or neglect of his/her duties as a Police Officer, the Edmonton Police Service will provide legal counsel for any members subpoenaed to attend at a Fatality Inquiry Board Hearing. Where Edmonton Police Service counsel determines that there is a conflict between the interests of the Service and the interests of the member, the Edmonton Police Service will pay reasonable expenses and costs for counsel retained by the member. The Edmonton Police Service will notify the member in writing as soon as practicable if the Edmonton Police Service will or will not provide legal counsel for the subpoenaed member.
- 17.04 The provisions of Article 16 and Article 17 apply to members retired or resigned in good standing, who incur costs and expenses in respect to actions they undertook while engaged in the execution of their duties as Police Officers.
- 17.05 The City of Edmonton shall have the right to tax all accounts for which it is liable pursuant to the provisions of Article 16 and Article 17.

18 Retroactive Pay

- 18.01** Members in the service as of the date of the signing of this Agreement shall be eligible for such retroactive settlement as is specifically set out in this Agreement. Where the effective dates of items of settlement are not specifically set out within this Agreement, they shall be deemed to be effective on the first day of the pay period following the date of the ratification of this Agreement.
- 18.02** Past members including “retired members” who were in the service between the expiration date of the previous agreement and the date of signing this agreement shall automatically receive any retroactive adjustment of the regular rate of pay applied as a percentage to the portion of gross earnings, earned during the retroactive period, which are accumulated on the basis of the regular rate of pay or any application thereof.

PART II - HEALTH AND WELFARE BENEFITS

1 Income Protection Plan

1.01 WAITING PERIOD

A probationary employee who has completed ninety (90) calendar days of continuous civic employment since the last date the employee commenced employment as a probationary employee with the City, or a permanent employee, shall be a member of the Income Protection Plan. However, an employee who is absent from work on the date that he/she would have been eligible to participate in the Income Protection Plan shall not be eligible to participate in the Plan until he/she has returned to work for the City for a period of at least ten (10) consecutive working days.

- 1.01.01 An employee who is absent from work due to personal disability (as defined in the Income Protection Plan), for one (1) complete pay period or more, during the ninety (90) calendar day waiting period shall have the waiting period extended by the number of working days the employee was absent due to such disability.
- 1.01.02 An employee who is on approved leave of absence without pay during the waiting period, for a period of one (1) complete pay period or more, shall have the waiting period extended by the number of working days the employee was absent due to such leave.

1.02 COST

The cost of the Income Protection Plan shall be paid by the City and the Income Protection Plan shall be administered by the City.

1.03 BENEFITS

Except as otherwise provided in this Agreement, when a member is unable to perform the duties of a police officer due to personal non-occupational disability, such member shall be entitled to receive benefits from the Income Protection Plan for each period of absence from work in accordance with the following provisions. Benefits shall be based on regular rate of pay immediately prior to the commencement of such disability, subject to the provisions of 1.04. The number of working days or hours shall be administered in compliance with the Employment Insurance Premium Reduction Program.

Length of Continuous Service	Income Protection Benefits at 100% of the Regular Rate of Pay (the lesser of the following)
Less than 90 calendar days	0 working days or 0 hours
90 calendar days or more	85 working days or 680 hours

A member who has received the lesser of eighty-five (85) working days or six hundred eighty (680) hours of Income Protection benefits at one hundred percent (100%) of the regular rate of pay in any payroll year shall receive all subsequent Income Protection benefits in the payroll year at the rate of ninety percent (90%) of the member's regular rate of pay upon his/her return to work.

If such member is in receipt of benefits at ninety percent (90%) of the regular rate of

pay on the last day in a payroll year, the member shall not qualify for Income Protection benefits at one hundred percent (100%) of the regular rate of pay until he/she returns to work for ten (10) consecutive working days.

The term "payroll year" shall mean the pay periods used by the City to determine gross earnings for the purposes of producing yearly earnings statements for income tax purposes.

A member who is in receipt of Long Term Disability benefits and who is engaged in approved alternative employment in accordance with Article 2.13 and is unable to perform the duties of the alternate position due to personal non-occupational disability shall be entitled to receive Income Protection benefits for each period of absence from work. Such members shall receive an entitlement equal to the lesser of ten (10) working days or eighty (80) hours of benefits in a payroll year and shall be paid for such benefits at one hundred percent (100%) of the regular rate of pay of the alternate position.

If such member is in receipt of benefits at ninety percent (90%) of the regular rate of pay on the last day in a payroll year, the member shall not qualify for Income Protection benefits at one hundred percent (100%) of the regular rate of pay until he/she returns to work for ten (10) consecutive working days.

The term "payroll year" shall mean the pay periods used by the City to determine gross earnings for the purposes of producing yearly earnings statements for income tax purposes.

A member who is in receipt of Long Term Disability benefits and who is engaged in approved alternative employment in accordance with Article 2.13 and is unable to perform the duties of the alternate position due to personal non-occupational disability shall be entitled to receive Income Protection benefits for each period of absence from work. Such members shall receive an entitlement equal to the lesser of ten (10) working days or eighty (80) hours of benefits in a payroll year and shall be paid for such benefits at one hundred percent (100%) of the regular rate of pay of the alternate position.

- 1.03.01 If a member is absent from work due to personal non-occupational disability on the first scheduled working day for which the member would otherwise be eligible for increased Income Protection Benefit Entitlement, the member shall not become eligible for such increased entitlement until he/she returns to work for the City for a period of at least ten (10) consecutive working days. Periods of leave of absence without pay in excess of one (1) complete pay period, shall not be considered as continuous employment for the purpose of determining Income Protection benefit entitlement. For creditation purposes, a member's anniversary date shall be adjusted by the number of days of leave of absence without pay.
- 1.03.02 If a member is unable to perform the duties of his/her regular position but is capable of performing modified or alternative policing duties for the Edmonton Police Service, the member may be required to perform such modified or alternative duties until the member is again capable of performing the duties of his/her regular position.
- 1.03.03 A member's eligibility for Income Protection benefits, including his/her ability to perform alternative policing duties shall be determined by the Plan Adjudicator and shall be based on medical evidence. The Plan Adjudicator shall be appointed by the City.
- 1.03.04 When a question arises as to whether a member's disability is occupational and the disability is under review by the Workers' Compensation Board, the member shall receive Income Protection benefits in accordance with the member's

entitlement until the claim is adjudicated by the Workers' Compensation Board. In the event that the Workers' Compensation Board determines that the disability is occupational, the member shall reimburse the Income Protection Plan, from any monies which may be owed to the member, for the period of absence for which the claim is considered occupational and for which the member received benefits under the Income Protection Plan.

1.03.05 Except as otherwise provided in this Agreement, the monetary value of Income Protection Plan benefits payable under this Plan shall be reduced by any amounts the member may be entitled to from the sources set out as follows, whether or not such amounts are provided for the disability for which benefits are being claimed:

1.03.05.01 Benefits from the Canada Pension Plan and/or Quebec Pension Plan, except those Canada Pension Plan and/or Quebec Pension Plan disability benefits payable on behalf of the member's dependents.

1.03.05.02 Any monthly income payable as a result of the member's disability from any Plan not personally contracted for by the member including those Plans for which the member has made contributions as a result of Provincial or Federal legislation.

1.03.05.03 Any other disability benefits payable to the member as a result of Provincial or Federal legislation. Notwithstanding the above, the City's plans will be considered the first payer with respect to Employment Insurance disability benefits only, subject to the requirements of the Employment Insurance Premium Reduction Program.

1.03.05.04 Any monies received from the Crimes Compensation Board which are specifically provided for loss of income.

1.03.05.05 Any monies received from the Workers' Compensation Board either directly or by way of lump sum payments or disability pensions in respect of a disability for which benefits are claimed under this Plan.

1.04 In the event that an adjustment to the regular rate of pay occurs during the period of time that a member is in receipt of Income Protection benefits, such member shall receive the adjusted rate of pay effective from the date of adjustment.

1.05 A member who is compelled to arrange a personal medical or dental appointment during working hours shall be allowed to meet such appointment on City time and without loss of pay, provided that the member is absent from work for a period of three (3) hours or less. Such member shall not be obliged to make up the time spent away from work to keep the appointment. Medical and dental appointments which require the member to be absent from work for longer than three (3) hours shall be debited from a member's accumulated Income Protection benefits.

However, an employee whose absence exceeds three (3) hours for a medical or dental appointment may use banked overtime or vacation credits for the hours or portion thereof in excess of three (3) hours in order to avoid having the absence counted as an incident of absence.

1.06 Each period of absence from work due to non-occupational disability which exceeds three (3) hours, shall be counted as one incident of absence for the purposes of this Plan.

During any payroll year and in order to control absenteeism, the Police Chief shall have the discretion to inform a member that subsequent incidents of absence in any payroll year shall be payable at seventy-five (75) percent of the member's regular rate of pay.

The above noted practice may be implemented after considering a member's absence record in any payroll year. The member shall be provided notice of such practice. Prior to implementing the practice, the Police Chief shall advise and consult with the Police Association.

Subject to approval by the Plan Administrator, a member who is receiving ongoing therapeutic treatment for a life threatening disability, and as a result is absent from work for periods in excess of three (3) hours to undergo such treatment session, may have the entire number of such treatment sessions considered as one (1) incident of absence in any payroll year.

1.07 RECURRING DISABILITIES

- 1.07.01 If a member returns to work after a period of disability and becomes disabled again within thirty (30) calendar days of his/her return to work due to causes related to the earlier disability, then the second period of disability shall be considered as an extension of the earlier period of disability and only the balance of Income Protection benefits remaining from the earlier disability shall be payable.
- 1.07.02 If a member returns to work after a period of disability and becomes disabled again within ten (10) calendar days of his/her return to work due to causes unrelated to the earlier disability, then the second period of disability shall be considered as an extension of the earlier period of disability and only the balance of Income Protection benefits remaining from the earlier disability shall be payable.
- 1.07.03 Notwithstanding the provisions of 1.07.01 and 1.07.02, each period of absence due to personal non-occupational disability shall be considered as one (1) incident of disability.

1.08 OTHER BENEFITS WHILE DISABLED

A member who is in receipt of Income Protection benefits shall continue to be covered under all City benefit plans for which the member is eligible based on the member's regular rate of pay. A member shall continue to pay applicable member contributions and the City will continue to pay its share of the cost of applicable City benefit plans.

1.09 DURATION OF BENEFITS

Eligibility for Income Protection benefits will cease upon the earliest of the following dates:

- 1.09.01 The date the member is no longer disabled from performing policing duties.
- 1.09.02 The date the member's Income Protection benefits have been expended.
- 1.09.03 The date the member dies.
- 1.09.04 In the case of a member who is laid off from the City, the date such layoff is effective. This clause shall not apply when the period of disability commences prior to the notice of layoff and continues beyond the date such layoff is effective.

1.10 ALTERNATIVE EMPLOYMENT WITH THE CITY

If, while in receipt of Income Protection benefits, a member remains unable, due to personal non-occupational disability, to perform the duties of his/her regular position but is capable of performing alternative policing duties and such alternative duties are offered to the member by the Edmonton Police Service and the member does not accept such alternative duties, then Income Protection benefits will cease on the date the member would otherwise have commenced the alternative duties.

1.11 EMPLOYMENT FOR GAIN

1.11.01 If, while in receipt of Income Protection benefits, subject to Edmonton Police Service Policy and the prior approval of the Plan Adjudicator, a member engages in employment for gain, then the member's eligibility for Income Protection benefits shall cease on the date the member commenced such employment for gain and no further benefits shall be payable to such member from the Income Protection Plan.

1.11.02 If, while in receipt of Income Protection benefits, a member engages in employment for gain and the Plan Adjudicator has not provided prior approval to the member for such employment, then the member's eligibility for Income Protection benefits shall cease on the date the member commenced such employment for gain and no further benefits shall be payable to such member from the Income Protection Plan for such disability. In addition, the member will be subject to investigation under the Police Act.

2 Long Term Disability Plan

2.01 WAITING PERIOD

A permanent or probationary employee who has not attained his/her normal retirement age and who has completed ninety (90) calendar days of continuous civic employment since the last date he/she commenced employment as a permanent or probationary employee with the City shall be a member of the Long Term Disability Plan. However, an employee who is absent from work on the date that he/she would have been eligible to participate in the Long Term Disability Plan shall not be eligible to participate in the Plan until he/she has returned to work for the City for a period of at least ten (10) consecutive working days.

- 2.01.01 When an employee is absent from work during the waiting period due to personal disability for one (1) complete pay period or more, the employee shall have his/her waiting period extended by the number of working days he/she was absent due to such disability. When the waiting period is so extended the employee may be required to undergo a medical assessment prior to joining the Long Term Disability Plan in order that any pre-existing conditions might be documented.
- 2.01.02 When an employee is on approved leave of absence without pay during the waiting period for one (1) complete pay period or more, the employee shall have his/her waiting period extended by the number of working days he/she was absent due to such leave.

2.02 CONTRIBUTIONS

The cost of the Long Term Disability Plan shall be paid by members of the Plan through payroll deduction effective upon the date of membership in the Plan. For members who are receiving Long Term Disability benefits and who are not engaged in alternative employment, contributions to the Long Term Disability Plan will be waived. Employees, who are members of the Plan, but unable to receive benefits because their disability arises from a pre-existing condition as per the terms of Article 2.15.02 shall continue to contribute premiums to the Long Term Disability Plan.

The City shall administer the Long Term Disability Plan.

2.03 ELIGIBILITY FOR BENEFITS

A member will not be eligible to receive Long Term Disability benefits until his/her Income Protection benefits have expired.

A member's eligibility for Long Term Disability benefits, including his/her ability to perform alternative employment shall be determined by the Plan Adjudicator. The costs of the Plan Adjudicator shall be borne by the Long Term Disability Plan. The Plan Adjudicator shall be appointed by the City.

In the event of a dispute based on medical evidence between the member and the Plan Adjudicator concerning such member's eligibility for Long Term Disability benefits, the same shall be settled by referring the dispute to a hearing with:

- ♦ a single independent physician; or
- ♦ where the Service and the Association do not agree to a single physician, to a hearing with a review panel comprised of the Plan Adjudicator (or designate), the physician representing the member, and an independent physician.

The City/Service and the Association shall attempt to agree upon the selection of the independent physician. If the City/Service and the Association cannot agree upon the selection within 30 calendar days, the process outlined in the Duty to Accommodate Framework Agreement (Procedures for Obtaining Expert Opinions) shall be used to select the independent physician.

The hearing shall be chaired by a representative of the City/Service and both the Association and the Plan Adjudicator shall have the opportunity to make submissions at the hearing. The decision of the Single independent physician or the majority of the review panel members shall be final and binding on the member, the City/Service and the Association. The City/Service appointed chairperson shall not be a voting participant in the decision-making process of the review panel.

The cost of the review panel shall be borne by the Long Term Disability Plan. The decision of the single independent physician or the review panel must be consistent with the provisions of Article 2.15 – Limitations and Exclusions.

With the advance mutual agreement of the Police Service and the Association, grievances concerning the duty to accommodate members on the basis of physical or mental disability that cannot be settled by the process outlined above may be referred to the "Specialized Grievance and Arbitration Mechanism Pursuant to the Duty to Accommodate Framework Agreement".

- 2.04 Except as otherwise provided in this Agreement, upon expiration of the member's Income Protection benefits, and during the following twenty- four (24) month period, a member is eligible to receive Long Term Disability benefits if, due to personal non- occupational disability, he/she is completely unable to perform the duties of his/her regular position or alternative policing duties which are made available by the Edmonton Police Service.
- 2.05 Except as otherwise provided in this Agreement, Long Term Disability benefits will continue to be paid after the initial twenty- four (24) month period only if the disability prevents the member from engaging in an occupation for compensation or profit for which the member is reasonably suited by reason of training, education and experience. If the disability does not prevent the member from engaging in an occupation for compensation or profit for which the member is reasonably suited by reason of training, education and experience, and such member is not engaged in rehabilitative employment or training which has been approved by the Plan Adjudicator, then Long Term Disability benefits to such member will cease upon expiration of the initial twenty- four (24) month period.

"Initial twenty- four (24) month period" when used in reference to the Long Term Disability Plan shall mean a twenty- four (24) month period beginning on the date a member commences receiving Long Term Disability benefits and during which time the member is continuously disabled from the duties of his/her regular position including any period of time defined in 2.12, 2.13 and 2.14. In accordance with the terms of Article 2.12 the period of rehabilitative employment and/or training may be extended beyond twenty- four (24) months and this extension shall be included as part of the definition of "initial twenty- four (24) month period".

"An occupation for compensation or profit for which the member is reasonably suited by reason of training, education and experience" when used in reference to the Long Term Disability Plan shall mean an occupation which provides the member with minimum gross earnings equal to fifty (50) percent of his/her regular rate of pay. The regular rate of pay shall be adjusted each January 1 by the percentage change in the Consumer Price Index for the Edmonton region during the twelve (12) month period ending on the previous November 30.

2.06 DURATION OF BENEFITS

Eligibility for Long Term Disability benefits will cease upon the earliest of the following dates:

- 2.06.01 The date the member attains his/her normal retirement age (65 years).
- 2.06.02 The date the member is no longer disabled as defined by the terms of this Plan.
- 2.06.03 The date the member dies.
- 2.06.04 In the case of a member who is laid off from the City, the date such layoff is effective. This clause shall not apply when the period of disability commences and the employee was eligible to receive Income Protection or Long Term Disability benefits, prior to the notice of layoff and the disability has continued beyond the date such layoff is effective.
- 2.06.05 The date the member is terminated from the employ of the City unless the member is engaged in approved rehabilitative employment with another employer.

2.07 LEVEL OF BENEFITS PROVIDED

Unless otherwise provided in this Agreement, the Long Term Disability benefit shall be an amount equal to a percentage of the annualized regular rate of pay of the position to which the member was permanently appointed or serving the required probationary period or trial term thereof on the date he/she was first eligible for Long Term Disability benefits. The annualized regular rate of pay for full-time members shall be calculated by multiplying the hourly regular rate of pay times the scheduled hours of work or, if the member's regular rate of pay is a bi-weekly rate, then multiplying the bi-weekly rate times twenty-six point one (26.1). The percentage of annualized regular rate of pay which is paid as the Long Term Disability benefit shall be in accordance with the following:

Annualized Regular Rate of Pay	Long Term Disability Benefit (Percentage of Annualized Regular Rate of Pay)
\$40,000.99 or less	55%
\$40,001 to \$50,000.99	54%
\$50,001 to \$60,000.99	53%
\$60,001 to \$65,000.99	52%
\$65,001 to \$70,000.99	51%
\$70,001 or more	50%

The maximum monthly benefit payable shall not exceed four thousand (\$4,000) dollars. The Long Term Disability benefit payable shall be paid monthly, in arrears, and shall be determined by dividing the annual benefit payable by twelve (12).

The amount determined above shall be reduced by any amounts the member may be entitled to from the sources set out as follows:

- 2.07.01 Benefits to which the member is entitled as a result of his/her disability from the Canada Pension Plan and/or Quebec Pension Plan, except those Canada Pension Plan and/or Quebec Pension Plan disability benefits payable on behalf of the member's dependents. Any cost of living increases to Canada Pension Plan and/or Quebec Pension Plan disability benefits after commencement of Long Term Disability benefits will not affect the amount of Long Term Disability benefit payable.
- 2.07.02 Any monthly income payable as a result of the member's disability from any plan including those plans for which the member has made contributions as a result of Provincial or Federal legislation.
- 2.07.03 Any other disability benefits payable to the member as a result of the Provincial or Federal legislation.
- 2.07.04 Any monies received from the Crimes Compensation Board but only if related to the disability for which benefits are claimed under this Plan.
- 2.07.05 Any monies received from self employment income unless the employment was part of an approved rehabilitation program wherein the provisions of Articles 2.13 and 2.14 would apply.

2.08 LUMP SUM SETTLEMENTS

In the event that a member receives a lump sum payment for loss of income from any source not personally contracted for by the member, including a civil suit arising from the accident or illness giving rise to Long Term Disability benefits, the member shall have one of the following options:

- 2.08.01 The lump sum payment shall be actuarially equated by a qualified actuary appointed by the Plan Adjudicator to a monthly amount based on pro-rating the lump sum payment over the remaining service life of the member to normal retirement age, and such monthly amounts shall be deducted from the amount of the monthly Long Term Disability benefit payable under this Plan. In calculating the monthly amounts to which the lump sum payment is actuarially equated, the actuary will assume that, on January 1 of each year, such monthly amount will be increased by the lesser of the percentage increase in the Consumer Price Index for the Edmonton region during the twelve (12) month period ending on the previous November 30, or five (5) percent.

Where such monthly amounts exceed the monthly Long Term Disability benefit, the member, in accepting the lump sum payment, shall automatically release the City and the Association from any and all obligations to the member under this Plan.
- 2.08.02 The member may irrevocably assign the lump sum payment to the Long Term Disability Plan and the Plan shall then be obligated to continue Long Term Disability benefits to the member in accordance with the provisions of this Plan.

2.09 COVERAGE UNDER OTHER BENEFIT PLANS WHILE DISABLED

During the initial twenty-four (24) month period, a member who is receiving Long Term Disability benefits will continue to participate in the City's Group Life Insurance Plan, Dental Plan, Supplementary Health Care Plan, Health Care Spending Account and Alberta Health Care Plan, in accordance with the terms and conditions of those Plans. Member and City contributions to such Plans will be paid by the Long Term Disability Plan except that, if the member qualifies for the waiver of premium benefit under the Group Life Insurance Plan, City contributions to the

Group Life Insurance Plan will be paid by the Long Term Disability Plan.

- 2.10 If, after expiration of the initial twenty- four (24) month period the member continues to receive Long Term Disability benefits, coverage under the City's Alberta Health Care Plan, Health Care Spending Account, Supplementary Health Care Plan and Dental Plan shall continue if the member opts to continue coverage in accordance with the terms of the Plans in question and member and City contributions to such plans shall be paid by the Long Term Disability Plan.
- 2.11 While in receipt of Long Term Disability benefits, a member shall continue to belong to applicable pension plans. Member and City contributions shall continue to be made to such plans based on the rate of pay prescribed under the applicable Government Pension Plan. Member and City contributions shall be paid by the Long Term Disability Plan.

2.12 REHABILITATIVE EMPLOYMENT AND TRAINING

During the initial twenty- four (24) month period following commencement of Long Term Disability benefits, members who are in receipt of Long Term Disability benefits and who, in the opinion of the Plan Adjudicator, will not be able to perform policing duties for the duration of the initial twenty- four (24) month period and thereafter may be required to engage in rehabilitative employment and/or training which is approved by the Plan Adjudicator.

Members who refuse to enter into or fully participate in approved rehabilitative employment and/or training shall have their Long Term Disability benefits discontinued effective upon the date they would have commenced such employment and/or training. However, in no case will a member be allowed to participate or be compelled to participate in any rehabilitative employment and/or training without the approval of the Adjudicator, the consent of the member's attending physician and the approval of the City. In the event that these three (3) parties cannot unanimously agree as to the member's ability to engage in rehabilitative training and/or employment, then the matter shall be settled by referring the dispute to a hearing with:

- ♦ a single independent physician; or
- ♦ where the City/Service and the Association do not agree to a single physician, to a hearing with a review panel comprised of the Plan Adjudicator, the physician representing the member, and an independent physician.

The City/Service and the Association shall attempt to agree upon the selection of the independent physician. If the City/Service and the Association cannot agree upon the selection within 30 calendar days, the process outlined in the Duty to Accommodate Framework Agreement (Procedures for Obtaining Expert Opinions) shall be used to select the independent physician.

The hearing shall be chaired by a representative of the City/Service and both the Association and the Plan Adjudicator shall have the opportunity to make submissions at the hearing. The decision of the Single independent physician or the majority of the review panel members shall be final and binding on the member, the City/Service and the Association. The City/Service appointed chairperson shall not be a voting participant in the decision- making process of the review panel.

The cost of the review panel shall be borne by the Long Term Disability Plan. The decision of the single independent physician or the review panel must be consistent with the provisions of Article 2.15 – Limitations and Exclusions.

With the advance mutual agreement of the Police Service and the Association, grievances concerning the duty to accommodate members on the basis of physical

or mental disability that cannot be settled by the process outlined above may be referred to the “Specialized Grievance and Arbitration Mechanism Pursuant to the Duty to Accommodate Framework Agreement”.

2.13 REHABILITATIVE EMPLOYMENT AND/OR TRAINING WITH THE CITY

If, during the initial twenty-four (24) month period following commencement of Long Term Disability benefits, a member remains unable, due to personal non-occupational disability, to perform policing duties but engages in rehabilitative employment and/or training with the City, then the Long Term Disability benefits will continue for the balance of the initial twenty-four (24) month period. However, the Long Term Disability benefits will be reduced to fifty (50) percent of the amount by which the member's regular rate of pay on the date he/she first became eligible to receive Long Term Disability benefits exceeds the regular rate of pay of any alternative employment and/or training provided always that the resultant amount is not less than the Long Term Disability benefit the member was receiving prior to engaging in the alternative employment, nor greater than the member's regular rate of pay on the date he/she first became eligible to receive Long Term Disability benefits (adjusted by any negotiated increases).

- 2.13.01 If, during the initial twenty-four (24) month period, a member engages in rehabilitative employment and/or training with the City, such member will continue to participate in applicable City benefit plans based on his/her regular rate of pay on the date he/she first became eligible to receive Long Term Disability benefits. Member and City contributions to applicable City benefit plans will be paid by the Long Term Disability Plan, except that, if the member qualifies for the waiver of premium benefit under the Group Life Insurance Plan, no employee contributions to the Group Life Insurance Plan will be required while the member so qualifies.
- 2.13.02 If, during the initial twenty-four (24) month period, a member engages in rehabilitative employment and/or training with the City, and becomes unable due to personal non-occupational disability, to perform the duties of the rehabilitative employment, then for ten (10) working days of absence due to such disability in any calendar year, he/she shall be eligible to receive Income Protection benefits based upon the regular rate of pay of any rehabilitative employment. Any Long Term Disability benefits payable in accordance with this section will continue during the ten (10) working days. If the periods of absence exceed ten (10) working days in any calendar year, the member shall receive Long Term Disability benefits for the period in excess of ten (10) working days based on his/her regular rate of pay on the date he/she first became eligible for Long Term Disability benefits.

2.14 REHABILITATIVE EMPLOYMENT AND/OR TRAINING WITH AN EMPLOYER OTHER THAN THE CITY

- 2.14.01 If, during the initial twenty-four (24) month period, a member remains unable, due to personal non-occupational disability, to perform policing duties but engages in gainful employment with another employer, and such outside employment is approved by the Plan Adjudicator, the Long Term Disability benefits will continue for the balance of the initial twenty-four (24) month period. However, the Long Term Disability benefits will reduce to fifty (50) percent of the amount by which the member's bi-weekly rate of pay on the date he/she first became eligible for Long Term Disability benefits exceeds the average bi-weekly income from such approved outside employment provided always that the resultant amount is not less than the Long Term Disability benefit the

member was receiving prior to engaging in alternative employment, nor greater than the member's regular rate of pay on the date he/she first became eligible to receive Long Term Disability benefits (adjusted by any negotiated increases).

- 2.14.02 A member who is engaged in approved employment with another employer and who is in receipt of Long Term Disability benefits in accordance with this section shall continue his/her participation in the City's Alberta Health Care Plan, Supplementary Health Care Plan, Dental Plan, Accidental Death Plan and Group Life Insurance Plan unless he/she has similar coverage under other such plans. Member and City contributions to such plans shall be paid by the Long Term Disability Plan, except that if the member qualifies for the waiver of premium benefit under the Group Life Insurance Plan, no employee contributions to the Group Life Insurance Plan shall be required while the member so qualifies.
- 2.14.03 A member who is engaged in approved employment with another employer and who is in receipt of Long Term Disability benefits in accordance with this section shall continue to belong to applicable pension plans provided this is consistent with the regulations of the pension plans. Member and City contributions to such plans shall continue to be made based on the rate of pay prescribed under the applicable Government Pension Plan. Member and City contributions shall be paid by the Long Term Disability Plan.
- 2.14.04 When a member's participation in the City's Alberta Health Care Plan, Supplementary Health Care Plan, Dental Plan, Accidental Death Plan, Group Life Insurance Plan or applicable pension plans is continued in accordance with this section, it is specifically provided that his/her participation in such plans will cease upon expiration of the initial twenty- four (24) month period or when the member no longer continues to receive Long Term Disability benefits, which ever occurs first.
- 2.14.05 When a member engages in employment for gain and such employment has not been approved by the Plan Adjudicator, then the member's eligibility for Long Term Disability benefits shall cease on the date he/she commenced such employment and no further benefits shall be payable to such member from the Long Term Disability Plan.

2.15 LIMITATIONS AND EXCLUSIONS

- 2.15.01 No Long Term Disability benefits will be payable for a period during which the member is not under the care and treatment of a physician legally licensed to practice medicine. If such attending physician is not legally licensed to practice medicine in Canada, approval from the Plan Adjudicator must be obtained.
- 2.15.02 No Long Term Disability benefits are payable for a period of disability which commences during the twelve (12) month period following initial membership in the Long Term Disability Plan if such disability results directly or indirectly from an injury or illness for which medical treatment was received or prescribed drugs taken during the one hundred and eighty (180) day period prior to becoming a member of the Long Term Disability Plan.

2.16 COST OF LIVING INCREASES

Long Term Disability payments will be reviewed annually by the Long Term Disability Advisory Board. The Board shall review and consider an annual actuarial valuation and report and may recommend to the Plan Administrator adjustments to Long Term Disability payments.

2.17 RECURRING DISABILITIES

- 2.17.01 A member who returns to work for the City after a period of disability during which Long Term Disability benefits were paid and becomes disabled again within one hundred eighty (180) calendar days of his/her return to work due to causes related to the earlier disability, and the second period of disability covers ten (10) working days or more, and the second period of disability is not fully covered by the Income Protection Plan, then the second period of disability shall be considered as an extension of the earlier period of disability and Long Term Disability benefits shall recommence immediately based on the member's regular rate of pay on the date the second period of disability began.
- 2.17.02 A member who returns to work for the City after a period of disability during which Long Term Disability benefits were paid and becomes disabled again within thirty (30) calendar days of his/her return to work due to causes unrelated to the earlier disability and the second period of disability is not fully covered by the Income Protection Plan, then the second period of disability shall be considered an extension of the earlier period of disability and Long Term Disability benefits shall recommence immediately based on the member's regular rate of pay on the date the second period of disability began.

2.18 LONG TERM DISABILITY PLAN ADVISORY BOARD

A Long Term Disability Plan Advisory Board shall be established to advise the Plan Administrator in accordance with the following:

- 2.18.01 The Board shall have the authority to recommend to the Plan Administrator administrative practices and yearly adjustments to Long Term Disability payments which are in progress.
- 2.18.02 The Board shall be composed of three (3) representatives from the City and three (3) representatives from the Association.

3 Income Replacement Plan Payout

- 3.01 Upon retirement to pension immediately following his/her service with the City, or death, members covered by of this Agreement shall receive a lump sum payment from the City equal to the lesser of the following amounts:

Income Replacement Banked Entitlement at date of retirement	x (.0083) x	Number of years of continuous employment immediately prior to membership in the Long Term Disability Plan	x	Bi-weekly pay of the employee at the regular rate of pay of his/her permanent or probationary position on the date prior to membership in the Long Term Disability Plan
Average Incidence of Sick Leave on the last day that the Income Replacement Plan was in Force				The lesser of: (10 days or 80 hours)

OR

129	X	Bi-weekly pay of the employee at the regular rate of pay of his permanent or probationary position on the date prior to membership in the Long Term Disability Plan
The lesser of: (10 days or 80 hours)		

- 3.02 Upon resignation, members shall receive a lump sum payment from the City equal to one-half (½) the amount they would have received had they retired to pension from the service of the City on the date of their resignation. For the purposes of this section a layoff shall be considered as a resignation. Members terminated for cause shall not be eligible for a lump sum payment.
- 3.03 The Association, its member unions and their respective members relinquish all rights to any monies in the Income Replacement Plan as of date of implementation of the Long Term Disability Plan and thereafter, and such monies shall be retained by the City.
- 3.04 Layoff shall not affect the member's Income Replacement Entitlement provided that the member is rehired not more than twenty-four (24) months after the date on which such layoff occurred. In instances where a layoff of a member exceeds twenty-four (24) months, such layoff will be deemed to be a resignation for the purposes of this section and the provisions of 3.02. shall apply.
- 3.05 The lump sum payouts which are established for members shall be retained by the City until payment is made to the member. Such lump sum payouts shall be increased annually on January 1 according to the percentage increase in the Consumer Price Index for the Edmonton region during the twelve (12) month period ending on the previous November 30 until such time as payment is made to the member.

4 Group Life Insurance

4.01 A probationary employee who has completed ninety (90) calendar days of continuous employment with the City since the last date he/she commenced employment as a probationary employee with the City, or a permanent employee, shall be a member of the Group Life Insurance Plan. The City shall pay fifty (50) percent of the premium and the member shall pay fifty (50) percent of the premium through payroll deduction.

4.02 Monies which accrue as a result of favourable experience shall be retained in a fund to be applied to offset costs at a future date. However, if there is no favourable experience fund, costs which accrue as a result of experience under this Plan or which have accrued as a result of experience under a previous plan shall be shared equally by the City and the members of the Plan. In the event of termination of this Group Life Insurance Plan, monies from any favourable experience fund shall be shared equally between the City and those who are members at that time.

4.03 All members shall be insured for lump sum benefit amounts based on their declared dependency status, as specified in the following schedule:

With Dependents	Without Dependents
2.5 times the member's basic annualized regular rate of pay	1 times the member's basic annualized regular rate of pay

4.04 Dependents of a member shall be insured for lump sum benefit amounts based on the following:

Spouse of Member	Dependent Children
\$10,000	\$5,000 / dependent

The member shall pay for one hundred percent (100%) of the premium costs of such insurance through payroll deduction. The City shall not make contributions in respect to this portion of the Group Life Insurance Plan.

4.05 A member's Group Life Insurance shall cease thirty- one (31) days after termination of employment or thirty- one (31) days after the member's normal retirement age, whichever occurs earlier.

4.06 The Group Life Insurance benefits specified herein shall be subject to the terms and conditions of the insurer's contract.

5 Alberta Health Care

A probationary employee who has completed ninety (90) calendar days of continuous employment with the City since the last date he/she commenced employment as a probationary employee with the City, or a permanent employee, shall be a member of the Alberta Health Care Insurance Plan through the City, unless the employee has coverage by virtue of a spouse's membership in the Plan. The member shall pay fifty (50) percent of the premium by payroll deduction and the City shall pay fifty (50) percent of the premium. The specific provisions of the Alberta Health Care Insurance Plan shall take precedence over any provision under this section.

6 Supplementary Health Care Plan

A probationary employee who has completed ninety (90) calendar days of continuous employment with the City since the last date he/she commenced employment as a probationary employee with the City, or a permanent employee, shall be a member of the Supplementary Health Care Plan unless he/she is covered by a similar plan or the employee has coverage by virtue of a spouse's membership in the Plan. Employees who are eligible for membership but do not become members of the Supplementary Health Care Plan as of their eligibility date due to other plan membership, including another City Supplementary Health Care Plan, may only join the plan within thirty (30) days of a Life Event. Employees who are members of the Supplementary Health Care Plan, and elect to subsequently opt out of the Plan due to membership in another Supplementary Health Care Plan, including another City Supplementary Health Care Plan, may only do so within thirty days of a Life Event.

The City shall pay seventy percent (70%) of the cost of this Plan and the member shall pay thirty (30%) of the cost by payroll deduction.

Participation in this Plan shall terminate on:

- ♦ the date of the member's termination of employment with the City;
- ♦ in the case of a member's dependent, the date on which he/she ceases to fall within the definition of a dependent, as specified herein; and
- ♦ in any case, on the date of the member's normal retirement age.

PENSIONER PARTICIPATION

Upon early retirement to a full or partial pension resulting from the member's service with the City, a member may personally contract to continue participation in the City's Supplementary Health Care Plan by paying the full premiums (City and Employee portions) on a monthly basis. An Administrative guideline containing the detailed rules of participation in the Plan as a retiree will be maintained by the City, and any changes or amendments to the guideline will be communicated to the Association.

Coverage for the retired member participating in the Plan terminates:

- ♦ on the retiree's 65th birth date; or
- ♦ the date the retiree is no longer eligible for Alberta Health Care coverage due to a move out of province.

Coverage for the dependent spouse participating in the Plan terminates:

- ♦ on their 65th birth date, or
- ♦ on the retiree's 65th birth date, or
- ♦ the date the retiree is no longer eligible for Alberta Health Care coverage due to a move out of province,

whichever occurs first.

6.01 SUPPLEMENTARY HOSPITAL BENEFITS

6.01.01 Hospital benefits shall be provided for a member and/or a member's dependents confined in whole or in part by reason of pregnancy, except in instances where such confinement commenced prior to joining the Plan and continued thereafter and except in instances where the employment of a member terminated prior to such confinement.

6.01.02 Hospital benefits in any calendar year are provided for members and/or dependents of members in respect of charges applicable to voluntary confinements in a mental hospital in the Province of Alberta for a period of up to sixty (60) calendar days commencing on the one hundred and twentieth (120th)

calendar day of such confinement and ending on the one hundred and eightieth (180th) calendar day of such confinement. The liability of this Plan under this clause shall be limited to a maximum of the standard ward rate per day for any one confinement in a calendar year.

- 6.01.03 Hospital charges, in excess of those paid by the Alberta Health Care Insurance Plan, for a hospital located in the Province of Alberta, shall be paid by this Plan provided that no payment shall be made for charges in excess of the semi-private ward rate. A member who requests and is confined in a private ward shall be responsible for any charges for such ward which are in excess of the semi-private ward rate.
- 6.01.04 Hospital charges, in excess of those paid by the Alberta Health Care Insurance Plan for a hospital not located in the Province of Alberta, shall be paid by this Plan provided that no payment shall be made for charges in excess of the semi-private ward rate or forty dollars (\$40) per day, whichever is lower.

6.02 MAJOR MEDICAL BENEFITS

This Plan will pay eighty percent (80%) of eligible major medical expenses claimed by a member unless otherwise specified herein. Eligible expenses are defined in accordance with the following:

- 6.02.01 Charges for drugs, medicines, allergy serums, allergy serum extracts, asthmatic drugs, and insulin that are purchased on a written prescriptions of a physician or dentist and dispensed by a licensed pharmacist. Proprietary or patent medicines or drugs that can be purchased without a prescription will not be covered. Reimbursement is based on a recognized third party drug formulary, utilizing lowest-cost alternative drugs. The maximum reimbursement for dispensing fees are as follows:

Cost of the Drug	Dispensing Fee (excluding Inventory Allowance)
\$00 – 74.99	\$6.25 (@ 80% = \$5.00 reimbursement)
\$75 – 149.99	\$9.38 (@ 80% = \$7.50 reimbursement)
\$150 and over	\$12.50 (@ 80% = \$10.00 reimbursement)

- 6.02.01.01 The City will utilize a “pay-direct” method of reimbursement for prescription drugs. Employees that are members of the City’s Supplementary Health Care Plan will be provided with a drug card.
- 6.02.02 For charges of professional ambulance services when required due to illness or injury. This includes air transportation where ground transportation is either not available or not medically recommended. Such charges are limited to those incurred within Canada.
- 6.02.03 The Plan shall pay a maximum of two thousand dollars (\$2,000) per calendar year for the usual and reasonable costs of artificial limbs (excepting myo- electric controlled prosthesis), artificial eyes, braces which incorporate a rigid support of metal or plastic, trusses, cervical collars and breast prosthesis resulting from a mastectomy, manufactured according to the specifications on the written order of a physician and necessary repairs or replacement of such appliances if such repairs or replacement are performed on the written order of a physician. All such appliances must be required to treat an existing medical condition. Repair or replacement of a breast prosthesis shall not require a written order of a physician, however, such replacement or repair shall be limited to once in each twenty-four (24) month period.

- 6.02.04 The Plan shall pay a maximum total of two thousand dollars (\$2,000) per calendar year, for medical care, on the written order of a physician, in the member's home, to a member or a member's dependent, by a practical or registered nurse who is not related to the member or his/her dependents. Homemaking services are not included. This benefit shall be limited to situations where it is medically shown that the person in respect of whom the service is rendered is suffering from a chronic and/or debilitating condition.
- 6.02.05 The Plan shall pay a maximum of one thousand dollars (\$1,000) per calendar year for the services of a clinical psychologist engaged in the treatment of a mental or emotional illness of a member or his/her dependents. Submitted expenses shall be eighty percent (80%) paid for by the Plan.
- 6.02.06 The Plan shall pay a maximum of two thousand five hundred dollars (\$2,500) per calendar year for the usual and reasonable costs for the purchase or rental of:
- 6.02.06.01 Respiratory equipment, including oxygen – CPAP machines are reimbursed at 80% and limited to the purchase of one (1) machine in a five (5) year period;
- 6.02.06.02 Inhalation devices for the delivery of inhaled asthmatic medication on the written order of a physician;
- 6.02.06.03 Machines for use by diabetics, on the written order of a physician, to monitor glucose, reimbursed at eighty percent (80%) and limited to one such machine in each five year period;
- 6.02.06.04 Air cleaning devices, ionizing machines, vaporizers and humidifiers are excluded.
- 6.02.07 Usual and reasonable charges for colostomy, ileostomy, urostomy and adult incontinence supplies upon written order of a physician.

Usual and reasonable charges for the supplies required for the administration of insulin (syringes and needles) and testing materials used by diabetics, upon written order of a physician.
- 6.02.08 The Plan shall pay a maximum of one thousand dollars (\$1,000) per calendar year for services rendered by a qualified physiotherapist.
- 6.02.09 The Plan shall pay a maximum of two thousand dollars (\$2,000) per calendar year for services rendered by a licensed chiropractor. Submitted eligible expenses shall be eighty percent (80%) paid for by the Plan.
- 6.02.10 The Plan shall pay a maximum of five hundred dollars (\$500) per calendar year for services rendered by a licensed podiatrist. The Plan shall not pay for such services until the allowable limits under the Alberta Health Care Plan have been reached. A letter from Alberta Health Care stating the date the maximum was attained shall be submitted with the claim.
- 6.02.11 The Plan shall pay a maximum of five hundred dollars (\$500) per calendar year for acupuncture services, provided it is administered as a pain reliever or anesthetic. Submitted eligible expenses shall be eighty percent (80%) paid for by the Plan.
- 6.02.12 The Plan shall pay a maximum of two thousand five hundred dollars (\$2,500) in any five (5) consecutive calendar year period for the purchase and repair of hearing aids as prescribed by a physician. Maintenance, batteries and recharging devices are excluded. Submitted eligible expenses shall be eighty percent (80%) paid for by the Plan.

- 6.02.13 The Plan shall pay a maximum of eighty dollars (\$80) per covered person in any two (2) consecutive calendar year period for eye examinations administered by an optometrist or ophthalmologist. Reimbursement shall be based only on amounts not paid by Alberta Health Care.
- 6.02.14 The Plan shall pay a maximum of \$5,000 per year for insulin pumps and supplies (excluding transmitters and sensors). Submitted eligible expenses shall be 80% paid by the Plan.
- 6.02.15 The Plan shall pay a maximum of \$1,000 per year for massage therapy claims. Submitted eligible expenses shall be 80% paid by the Plan.
- 6.02.16 The Plan shall pay a maximum of \$350 once in each two year period for the usual and reasonable costs of orthopedic appliances, upon the written order of a physician. All such appliances must be required to treat an existing medical condition.
- 6.02.17 The supplies noted in this section will only be provided under this Plan if they are not provided by the Alberta Aids to Daily Living Plan or any similar plan which provides these benefits to members at no cost.
- 6.02.18 Claims must be postmarked no later than April 30 of the calendar year following the year in which the expense was incurred and shall include all receipts, prescription numbers for drugs, first and family names of individuals receiving drugs or services and dates when services were provided. Claims postmarked on or after May 1 will not be honoured.
- 6.03 This Plan does not provide payment for any item not specifically provided for as being paid by the Plan in this Agreement.
- 6.04 For the purposes of this Plan, the following definitions will apply:

6.04.01 Hospital

An institution which is legally constituted as a hospital which is open at all times and is operated primarily for the care and treatment of sick and injured persons as in- patients, which has a staff of one or more licensed physicians available at all times, which continuously provides twenty- four (24) hour nursing service by graduate registered nurses, which provides organized facilities for diagnosis and major surgery, and which is not primarily a clinic, nursing, rest, or convalescent home or similar establishment. An institution which is principally a home for the aged, rest home or nursing home, will not be considered a hospital for the purpose of this Plan. The definition shall include the Glenrose Hospital.

6.04.02 Physician

Only a duly qualified physician who is legally licensed to practice medicine.

6.04.03 Mental Hospital

An accredited psychiatric hospital as recognized by Alberta Health Care Insurance Commission or, alternatively, a hospital which provides accredited psychiatric services as a part of total patient care and whose psychiatric services are recognized by the Alberta Health Care Insurance Commission.

7 Dental Plan

- 7.01 A probationary employee who has completed ninety (90) calendar days of continuous employment with the City since the last date he/she commenced employment as a probationary employee with the City, or a permanent employee, shall be a member of the Dental Plan, unless such employee provides satisfactory proof of membership in another Dental Plan or the employee's spouse is a member of this Plan.
- 7.02 The City shall pay seventy percent (70%) and the member shall pay thirty (30%) of the required premium by payroll deduction.

7.03 DENTAL PLAN BENEFITS

The Dental Plan shall provide benefits to members and eligible dependents. Members shall be eligible for reimbursement in respect of covered benefits and services rendered in accordance with the following:

- 7.03.01 One hundred percent (100%) reimbursement for diagnostic, preventive, minor restorative and certain oral surgical services, periodontics (treatment of gum diseases), endodontics (root canal work), removable prosthodontics (removable dentures), and the additional services of applicable anesthesia, house/hospital visits and special office visits.
- 7.03.02 Eighty percent (80%) reimbursement for work on existing fixed prosthodontics (crowns and bridges), major restorative and other services (recementing of inlays/onlays and crowns, removal of crowns and inlays/onlays, retentive pre-formed posts).
- 7.03.03 Fifty percent (50%) reimbursement for new fixed prosthodontics (crowns and bridges) and major restorative benefits.
- 7.03.04 Effective 2006 December 10, fifty percent (50%) reimbursement for orthodontic services subject to a maximum lifetime payment in respect of any covered person of two thousand five hundred dollars (\$2,500). In order to be eligible for reimbursement based on the new maximum lifetime limit, orthodontic services must be incurred on or after 2006 December 10.
- 7.04 Employees who are eligible for membership but who do not become members of the Dental Plan as of their eligibility date, due to membership in another Dental Plan, may subsequently become members of this Dental Plan subject to the provision that, during the twelve (12) calendar months following the date of joining this Plan, benefits shall be restricted to one hundred percent (100%) reimbursement for diagnostic, preventive, minor restorative and minor surgical services. Following the completion of the twelve (12) calendar month period, such members shall be eligible for the full benefits as described in 7.03.

Employees who are members of the Dental Plan, and elect to subsequently opt out of the Plan due to membership in another Dental Plan, including another City Dental Plan, may do so only within thirty (30) days of a Life Event.

- 7.05 In this Plan, the reimbursement provided in respect of any benefit or service shall, in all cases, be calculated on the basis of the dentist's bill or the applicable fee as described in the Alberta Blue Cross Usual and Customary Dental Fee Schedule, whichever is the lesser.

- 7.06 In the event that the expected cost of treatment or service exceeds five hundred dollars (\$500), the member should submit the proposed treatment or service plan, completed and signed by the dentist, to the administrative agent for review. The member shall then be informed as to the extent of the liability of the Plan and can determine whether or not he/she wishes to proceed with the proposed treatment or service plan. The procedure is for the convenience of the member and shall not be required in the case of emergency treatment where sufficient time is not available to submit such a plan. However, under no circumstances shall the Plan be liable to pay costs, of any dental treatment or service, which exceed the amount of liability as established under 7.06.

7.07 LIMITATIONS AND EXCLUSIONS

7.07.01 X- Rays

No reimbursement shall be made in respect of charges for a complete series of x-rays where such a series has been taken more than once in a twenty- four (24) calendar month period or in respect of charges for bite- wing films, where such films have been taken more than once in a six (6) calendar month period.

7.07.02 Oral Examinations

Complete oral examinations more than once in a twenty- four (24) month period or recall examinations more than once in a twelve (12) month period, shall not be allowed for reimbursement, except that for dependents under the age of eighteen (18) years recall examinations shall be covered twice in each twelve (12) month period provided they are at least six (6) months apart.

7.07.03 Cleaning And Fluoride Treatments

Cleaning or scaling of teeth shall be covered only once in a twelve (12) month period except for dependents under the age of eighteen (18) years, cleaning and scaling of teeth and fluoride treatments shall be covered twice in each twelve (12) month period provided they are at least six (6) months apart. Fluoride treatments shall not be covered for members or dependents over the age of eighteen (18) years.

7.07.04 Dentures, Crowns And Bridges

This Plan does not provide reimbursement in respect of the following:

- 7.07.04.01 ♦ charges for the replacement of mislaid, lost, or stolen appliances;
- 7.07.04.02 ♦ charges for any crowns, bridges or dentures for which impressions were made prior to the effective date of the member's coverage;
- 7.07.04.03 ♦ charges for the replacement of an existing partial or full removable denture, or fixed bridgework, by a new denture or new bridgework; or charges for the addition of teeth to an existing partial removable denture or to existing bridgework unless:
 - 7.07.04.03.01 ♦ the replacement or addition of teeth is required to replace one or more natural teeth extracted while under the Plan; or
 - 7.07.04.03.02 ♦ the existing denture or bridgework was installed at least five (5) years prior to a necessary replacement, or the existing denture or bridgework cannot be made serviceable; or

- 7.07.04.03.03 ♦ the existing denture is an immediate temporary denture replacing one or more natural teeth and replacement by a permanent denture is required and takes place within twelve (12) months from the date of installation of the immediate temporary denture.

7.07.05 Tooth Implants

Fifty percent (50%) reimbursement of tooth implants to a maximum of \$1,250 per implant and a limitation of two (2) implants per calendar year.

The cost of the appliance on top of the implant (e.g. the crown) will be managed above the implant maximum in accordance with 7.03.02 and 7.03.03.

- 7.07.06 There shall be no coverage or reimbursement under this Plan in respect of the following:
- 7.07.06.01 ♦ charges for any treatment or procedure not rendered or prescribed by a dentist or dental therapist who is legally licensed to practice within his/her scope;
 - 7.07.06.02 ♦ charges for any treatment or procedure for which a member has coverage under the Workers' Compensation Act or similar law;
 - 7.07.06.03 ♦ charges for services or benefits which are unnecessary, payable for by any other source, or are prohibited by legislation;
 - 7.07.06.04 ♦ charges for dental treatment required as a result of self-inflicted injury;
 - 7.07.06.05 ♦ charges made by a dentist for broken appointments or for completion of claim forms;
 - 7.07.06.06 ♦ charges for dental care or treatment which is only for cosmetic purposes;
 - 7.07.06.07 ♦ charges for treatment in respect to injuries sustained as a result of committing or attempting to commit an indictable offence;
 - 7.07.06.08 ♦ charges for services rendered while not a member of this Plan;
 - 7.07.06.09 ♦ charges resulting from orthodontic services or treatment prior to the effective date of the member's coverage for orthodontic benefits;
 - 7.07.06.10 ♦ charges for oral rehabilitation procedures whether performed by a general practitioner or prosthetic specialist, including those procedures listed in the 1988 Alberta Dental Association Fee Schedule from 69100 to 69300 inclusive;
 - 7.07.06.11 ♦ charges resulting from injury due to voluntary participation in a riot or civil insurrection;
 - 7.07.06.12 ♦ charges for services or supplies intended for sport or home use, such as mouthguards; and/or
 - 7.07.06.13 ♦ charges for which the claim is submitted more than ninety (90) calendar days after the date the charge was incurred;
 - 7.07.06.14 ♦ charges for which a claim has already been submitted for reimbursement by a member's spouse;
 - 7.07.06.15 ♦ charges for oral hygiene instruction.

- 7.08 In the event of retirement or termination of a member, coverage of benefits shall extend thirty (30) calendar days beyond the date of the last premium payment. In the event of death, coverage of benefits shall extend ninety (90) calendar days beyond the date of the last premium payment. In all cases, such coverage shall be limited to the applicable reimbursement for treatments or services which commenced within the ninety (90) calendar day period prior to the date of the last premium payment.

7.09 PENSIONER PARTICIPATION

A member who retires prior to their normal retirement age may continue participation in the Dental Plan if the member personally contracts to continue payment of the total premium (City and employee portions) on a monthly basis.

Retiring members who opt to continue coverage in the Dental Plan must remain members of such plan until the member's normal retirement age of sixty-five (65) years, unless the employee opts out as a result of a "life event".

Coverage for the retired member participating in the Plan terminates:

- ♦ on the retiree's 65th birth date; or
- ♦ the date the retiree is no longer eligible for Alberta Health Care coverage due to a move out of province.

Coverage for the dependent spouse participating in the Plan terminates:

- ♦ on their 65th birth date, or
- ♦ on the retiree's 65th birth date, or
- ♦ the date the retiree is no longer eligible for Alberta Health Care coverage due to a move out of province,

whichever occurs first.

- 7.10 A member who is disabled and who has been in receipt of Long Term Disability benefits in accordance with this Agreement may continue participation in this Plan, and the premium shall be paid for by the Long Term Disability Plan.

8 Out- of- Province 30 Day Emergency Medical Travel Plan

- 8.01 A probationary employee who has completed 90 calendar days of continuous employment with the City since the last date the employee commenced employment as a probationary employee with the City, or a permanent employee, shall be a member of the City's Out- of- Province 30 Day Emergency Medical Travel Plan
- 8.02 The City shall pay 100% of the premium costs of such insurance.

9 Accidental Death Plan

- 9.01 The City shall pay the occupational portion of the Accidental Death policy premium. The Association shall pay the balance of the premium for the non-occupational portion to provide twenty-four (24) hour protection. The Accidental Death policy shall provide a principal sum of one hundred thousand dollars (\$100,000) for each member.
- 9.02 The Accidental Death benefits specified herein will be subject to the terms and conditions of the insurer's contract.

10 Health Care Spending Account

The City agrees to develop and implement a Health Care Spending Account beginning the first pay period of each year beginning on December 24, 2006, as follows:

- 10.01 Each eligible permanent full-time employee will be provided with a Health Care Spending Account in the amount of \$500 commencing the first pay period of each year.
- 10.02 Each eligible permanent part-time employee will be provided with a Health Care Spending Account in the amount of \$250 commencing the first pay period of each year.
- 10.03 To be eligible for the \$500 or \$250, permanent full-time or permanent part-time employees must have completed the 90 day waiting period for benefits and be actively at work during the first pay period of each year. Actively at work means those employees who are at work for all or a portion of the first pay period of the year and includes those employees who are on maternity or parental leave, LTD, STD, WCB, vacation or other paid leave. It does not include employees who are on leave without pay within the first pay period of the year.
- 10.04 Permanent full-time and permanent part-time employees who complete the 90 day waiting period for benefits after the first pay period in each year but before the pay period in which July 1 falls in the payroll year will be provided with a Health Care Spending Account of \$250 for permanent full-time employees and \$125 for permanent part-time employees providing that they are actively at work during the pay period in which July 1 occurs. Actively at work means those employees who are at work for all or a portion of the pay period in which July 1 occurs and includes those employees who are on maternity or parental leave, LTD, STD, WCB, vacation or other paid leave. It does not include employees who are on leave without pay within the pay period in which July 1 occurs.
- 10.05 The Health Care Spending Account credits (dollars) will be deposited in a lump sum to each permanent full-time and permanent part-time employee's account in the first pay period of the year or the pay period in which July 1 occurs, depending on when the employee becomes eligible for the Health Care Spending Account.
- 10.06 To qualify for reimbursement from the Health Care Spending Account, the expense must be (i) a qualifying medical expense under the *Income Tax Act* (Canada); (ii) incurred after the date the Health Care Spending Account credits (dollars) have been deposited to the eligible permanent employee's account; and (iii) all other sources of reimbursement must have been accessed first.
- 10.07 Expenses may be submitted on behalf of eligible dependents as listed in the Association Agreement, Article 11.02.05.
- 10.08 All expenses incurred during the Policy Year must be submitted no later than April 30th following the end of the Policy Year.
- 10.09 At the end of the Policy Year, unused Health Care Spending Account credits (dollars) may be carried forward to the next Policy Year. Carried forward credits must be used within the Policy Year in which they were carried forward to avoid forfeiture.
- 10.10 All provisions of the plan will comply with Canada Revenue Agency's requirements for Health Care Spending Accounts.
- 10.11 The City will prepare or arrange for the preparation of communication material outlining the terms and conditions of the plan.

- 10.12 Eligible employees shall only receive a Health Care Spending Account deposit at the beginning of each Policy Year or at the beginning of the pay period in which July 1 occurs of each Policy Year, but not both. This includes, but is not limited to, permanent full-time or permanent part-time employees who leave the employ of the City and return within the same Policy Year or who transfer into another position whether that re-employment or transfer results in the employee occupying a position within the same bargaining unit, a different bargaining unit, within management, or which is out-of-scope.
- 10.13 For the purposes of the administration of the Health Care Spending Account the phrase “Policy Year” refers to the period from the beginning of the first pay period of the year until the end of the pay period immediately prior to the first pay period of the next year. For instance, the 2007 Policy Year begins December 24, 2006 and ends December 22, 2007.

11 General Application Of Plans

The following provisions apply to the Income Protection Plan, the Long Term Disability Plan, the Accidental Death Plan, the Supplementary Health Care Plan and the Dental Plan, as contained in this Agreement:

11.01 SUBROGATION RIGHTS

In consideration of coverage pursuant to the terms of the plans provided for in this Agreement, all members covered by the said plans do hereby on their behalf and on behalf of their dependents assign to the City, all rights of recovery against any person or persons (the "responsible party") whose action caused or contributed to an occurrence giving rise to the plans making payments to any such member or his dependents. To the extent that the payments made by the plans were caused by the conduct of the responsible party, the City shall be subrogated to any rights the member or his dependents may have against any such responsible party for any amounts paid pursuant to the said plans or for which the plans have assumed liability. This article shall apply even where the responsible party is the City or a person or persons for whom the City is vicariously liable.

- 11.01.01 If liability between the member or his dependent and the responsible party has been apportioned as between them (whether by judgment/order of the Court or by agreement as between the parties) or if causation has been attributed between the parties, the City's recovery of any amounts paid or to be paid under the said plans shall be reduced by the percentage of liability apportioned or causation attributed to the member or his dependent. The member or his dependent shall not enter into any agreement apportioning liability or attributing causation that will affect the City's claim without first obtaining the City's prior written consent. The City shall not unreasonably withhold that consent.
- 11.01.02 The City may exercise its Subrogation Rights by bringing an action for recovery in the name of the member or his dependent or both directly against any responsible party. Alternatively, the City may assign its Subrogation Rights to the member or the member's dependent in care of the solicitor representing such member or member's dependent and the member or member's dependents will advance a claim on behalf of the City in accordance this clause. Such assignment will be on the basis that the City shall not be obliged to pay, by way of legal fees and costs in connection with collecting monies paid to the member by the plans, an amount exceeding fifteen (15) percent of the amount recovered on behalf of the City.
- 11.01.03 The City shall pay into the appropriate plan or plans any monies received as a result of exercising the aforesaid subrogation rights less legal fees and costs incurred and the member's status and/or entitlement within the affected Plan shall be restored to the extent of such monies returned to the Plan.

11.02 LIMITATIONS AND EXCLUSIONS

- 11.02.01 Plans shall not make any payment on account of services rendered to the member or to a dependent of the member to which such person is entitled at no cost pursuant to law, or due to a government operated program, or for which there is no cost to the member or his/her dependent because of other insurance against such costs, which has not been personally contracted for by the member. In all other circumstances, co-ordination shall be done in

accordance with Canadian Life and Health Insurance Association Guidelines, as appropriate. Notwithstanding the above, the City's plans will be considered the first payer with respect to Employment Insurance disability benefits only, subject to the requirements of the Employment Insurance Reduced Premium Program.

- 11.02.02 Any provision of the Plans which require alterations due to Provincial or Federal laws or regulations shall be negotiated between the City and the Association.
- 11.02.03 The Income Protection Plan, Long Term Disability Plan, and the Accidental Death Plan shall not make any payment if a disability results directly or indirectly from:
- 11.02.03.01 ♦ committing or attempting to commit an indictable offence;
 - 11.02.03.02 ♦ intentional self-inflicted injury or illness;
 - 11.02.03.03 ♦ participation in a riot or civil insurrection;
 - 11.02.03.04 ♦ war, whether declared or undeclared;
 - 11.02.03.05 ♦ working for gain other than under an approved rehabilitation program;
 - 11.02.03.06 ♦ active duty with any armed force;
 - 11.02.03.07 ♦ drug or alcohol abuse unless and only during the time the member is receiving treatment under a Rehabilitative Program approved by the City;
 - 11.02.03.08 ♦ reasons other than personal illness or injury;
 - 11.02.03.09 ♦ an occupational illness or injury recognized by the Workers' Compensation Board;
 - 11.02.03.10 ♦ injury or illness for which the member is not continuously under the regular care and attendance of a physician legally licensed to practice in Canada.
 - 11.02.03.11 ♦ injury or illness for which the member is not fulfilling any treatment process prescribed by the Plan Adjudicator.
- 11.02.04 No Income Protection benefits or Long Term Disability benefits will be payable during the period a member is on leave of absence without pay, including maternity leave.
- * 11.02.05 For the purposes of all City benefits plans (except pension plans) an eligible dependent is defined to be a person in one of the following categories:
- a) Spouse: Either -
 - i) legal spouse of the member or,
 - ii) common-law spouse who has co-habited with and been publicly represented as the member's spouse for a continuous one (1) year period.
Where a spouse has previously been claimed as a dependent under the plans, a subsequent spouse may be claimed only if the member provides evidence that the second spouse qualifies under either (i) or (ii) above. In such circumstances the previously claimed spouse shall be deleted.
Under no circumstances will a member be allowed to claim, as dependent, two (2) spouses at the same time.
 - b) Dependent Children ("children" includes natural, legally adopted or stepchildren)

- i) Unmarried children under age twenty- one (21) who are chiefly dependent on the member for support.

For the purposes of all City benefits plans (except pension plans) an eligible

- ii) Unmarried children under age twenty- five (25) who are attending school full- time and who are chiefly dependent on the member for support. Evidence that the child is in full- time attendance at school will be required.
 - iii) Unmarried children of any age who are incapable of self- sustaining employment by reason of mental or physical handicap and who are chiefly dependent on the member for support. Medical evidence of the incapacitation will be required.
- A child of a common- law spouse who is not also the member's child may be claimed as a dependent only if:
- i) The common- law spouse satisfies the definition of dependent and
 - ii) Evidence is provided that the child is chiefly dependent on the member for support.

c) Other Dependents

- i) Any person who is wholly dependent on the member for support and for whom the member is entitled to an income tax deduction. Proof that the person is dependent on the member will be required.
- ii) A divorced spouse, who, as part of a divorce settlement, is dependent on the member for support. Evidence of the dependence of the divorced spouse will be required.

For pension purposes, the definition contained in the applicable pension plan will apply.

11.02.06 Life Event

The words “Life Event” when used in this agreement shall mean:

- ♦ Marriage or cohabitation with a common- law spouse for a continuous two- year period
- ♦ Birth, adoption or change in custody of a dependent child
- ♦ Divorce
- ♦ Legal separation or the ending of a common- law relationship
- ♦ Death of a spouse or dependent child
- ♦ Involuntary loss of a spouse’s or dependent child’s coverage under the spouse’s employer’s plan, or
- ♦ Dependent no longer qualified as a dependent under the plan.

11.03 VALIDATION OF CLAIMS

11.03.01 A member shall complete and submit any form, and perform any reasonable obligation required of him/her by the City or the Adjudicator of a plan, to substantiate and/or justify any claim for benefits. In the event that a member refuses to perform obligations required of him/her, any benefits and rights provided by these plans shall be suspended for the period that the member so refuses.

11.03.02 An employee/member who is in receipt of benefits from the Income Protection Plan, Long Term Disability Plan or the Supplementation of Compensation Plan shall ensure that he/she is available at all times during receipt of benefits to perform any reasonable obligations required by the City or a Plan Adjudicator to

substantiate and/or justify any claim for benefits. When Independent Medical Evaluations are scheduled, employees will be responsible for cancellation charges assessed for failing to show or following the written cancellation procedures without a reasonable excuse.

An employee/member who leaves the Edmonton area while in receipt of Income Protection Plan benefits, Long Term Disability benefits, or Workers' Compensation supplementation without obtaining prior approval from the City or the appropriate Plan Adjudicator shall not be entitled to receive such benefits for the whole of the period which the employee is outside of the Edmonton area.

- 11.03.03 A claim for benefits arising from an illness or injury which occurred outside of the Province of Alberta must be supported by the submission of a medical certificate describing the illness or injury and signed by a licensed physician. Such claims are also subject to validation by one or more of the following processes as may be required by the City:
- 11.03.03.01 ♦ the submission of receipts for drugs prescribed during the illness or injury (such drugs to be subject to verification as appropriate);
 - 11.03.03.02 ♦ the submission of evidence that the physician from whom treatment was received and/or by whom the medical certificate was signed is a medical practitioner in good standing with the medical authorities in the province, state or country;
 - 11.03.03.03 ♦ completion of a medical assessment by a medical authority appointed by the City or Plan Adjudicator;
 - 11.03.03.04 ♦ such other processes as may be necessary to validate the claims.
- 11.03.04 An employee who has been absent from work due to a disability may be required to produce a medical certificate signed by a licensed physician which states that such employee is medically fit to return to the duties of his/her position, in order to be eligible to return to work.
- 11.03.05 An employee/member shall be responsible for ensuring the accuracy and validity of all claims.

11.04 BENEFITS ENTITLEMENT DURING LEAVES OF ABSENCE

- 11.04.01 An employee/member who is absent from work without pay shall not be eligible to receive benefits from any plan for the period of the absence, except for Alberta Health Care, Group Life Insurance, Supplementary Health Care and Dental Plans, provided that the employee/member has made arrangements to prepay the total premium contributions of such Plans.
- 11.04.02 An employee/member who has been granted leave of absence without pay for the purpose of performing full-time Association business shall be responsible for making the employee/member contributions to the Plans, and the Association shall be responsible for making the City contributions to the Plans in respect of such employee/member and the employee/member shall be eligible for benefits in accordance with the terms of the Plans. The regular rate of pay for such employee shall be the rate of pay received by the employee from the Association except that Pension Plan contributions shall be determined by the regular rate of pay prescribed by the applicable pension board.

11.05 BENEFIT ENTITLEMENT DURING LAYOFF

Employees who are laid off from the civic service shall cease to be members of any benefit plans commencing on the effective date of layoff, unless specified otherwise in this Agreement.

12 Administration Of Plans

- 12.01 A separate fund for premium contributions shall be established for each Plan as applicable. Annual statements reporting the experience, interest earnings or losses, and administrative costs of each of these Plans shall be prepared and provided to the Association. Contributions and interest earnings which accrue as a result of favourable experience shall be retained in each respective fund to offset costs at a future date.
- 12.02 In the event that a Plan makes a payment to a member which exceeds the amount which the member is entitled to receive according to the Collective Agreement, the City shall deduct from the member's pay cheque a dollar amount equivalent to the dollar amount which the employee received in excess of his/her entitlement and shall allocate such funds to the appropriate Plan.
- 12.03 The parties agree that although benefit entitlements in the Collective Agreement are expressed in days or portions thereof, the City may administer these benefits in hour equivalents.
- 12.04 An advisory committee shall be formed in respect to each Plan named in this Collective Agreement or the parties may mutually agree to establish one advisory committee to review all Plans named in this Collective Agreement. Each committee shall make recommendations to the parties on administrative difficulties, investments and policy changes. Each advisory committee shall be composed of an equal number of representatives from the Association and the City. The advisory committees for the Dental and Supplementary Health Care Plans shall be empowered to adjudicate appeal.

SIGNED this 9th day of October 2013, A.D.

THE EDMONTON POLICE ASSOCIATION

CITY OF EDMONTON

A. Simioni

President

Stephen Mandel

Mayor

B. Walsh

Vice President

Alayne Sinclair

City Clerk

Witnessed By D. Traynor

Senior Negotiator

Appendix I – Schedule of Wages

SALARY SCHEDULE for 2013

Job Code	Rank	Salary Grade	Step	% of 5th Year	3.4% to 5th Year Rate Effective 2012 December 30		
					Annual	Bi- Weekly	Hourly
3230	Patrol Staff Sergeant - 25 Years ⁴	010	2		126,876	4,861	60.763
3230	Patrol Staff Sergeant ⁶	010	1	135	123,181	4,720	59.000
0977	Staff Sergeant - 25 Years ⁴	007	2		124,056	4,753	59.413
0977	Staff Sergeant	007	1	132	120,443	4,615	57.688
3214	Patrol Sergeant - 25 Years ⁴	008	2		115,598	4,429	55.363
3214	Patrol Sergeant ⁶	008	1	123	112,231	4,300	53.750
0976	Sergeant - 25 Years ⁴	006	2		112,779	4,321	54.013
0976	Sergeant	006	1	120	109,494	4,195	52.438
0978	Detective - 25 Years ⁴	006	2		112,779	4,321	54.013
0978	Detective	006	1	120	109,494	4,195	52.438
3229	Patrol Senior Constable (Level II) - 25 Years ⁴	009	6		105,260	4,033	50.413
3229	Patrol Senior Constable Level II) - 11 Years ⁵	009	5	112	102,194	3,915	48.938
3229	Patrol Senior Constable (Level I) - 25 Years ⁴	009	4		103,381	3,961	49.513
3229	Patrol Senior Constable (Level I) - 8 Years ⁵	009	3	110	100,370	3,846	48.075
0974	Senior Constable (Level II) - 25 Years ⁴	001	10		102,441	3,925	49.063
0974	Senior Constable (Level II) - 11 Years ⁵	001	9	109	99,457	3,811	47.638
0974	Senior Constable (Level I) - 25 Years ⁴	001	8		100,561	3,853	48.163
0974	Senior Constable (Level I) - 8 Years ⁵	001	7	107	97,632	3,741	46.763
	CONSTABLE						
3229	Patrol Constable - 25 Years ⁴	009	2		96,801	3,709	46.363
3229	Patrol Constable ⁶	009	1	103	93,982	3,601	45.013
0974	5th Year - 25 Years ⁴	001	6		93,982	3,601	45.013
0974	5th Year	001	5	100	91,245	3,496	43.700
0974	4th Year	001	4	91	83,033	3,181	39.763
0974	3rd Year	001	3	83	75,733	2,902	36.275
0974	2nd Year	001	2	71	64,784	2,482	31.025
0974	1st Year	001	1	67	61,134	2,342	29.275
0979	Evaluator	003	1	83	75,733	2,902	36.275

APPENDIX I – SCHEDULE OF WAGES NOTES

1. Bi-weekly rates are derived by dividing the annual rate by 26.1 pay periods.
2. All numbers are rounded to the nearest dollar.
3. The Sergeant and Detective ranks are considered equal and transferable.
4. The step increase for members with 25 or more years of service shall be processed in accordance with Letter of Understanding - Retention of Experienced Police Officers.
5. For members who first write the Qualifying exam on or after 2010 January 01:
 - ♦ A member who passes the qualifying examination at year 5 shall:
 - ♦ be eligible for promotion,
 - ♦ be eligible to temporarily act in a more senior rank, and shall
 - ♦ receive step 7 in Appendix I after attaining 8 years of service, or
 - ♦ receive step 3 in Appendix I after attaining 8 years of service if engaged as a Patrol Constable.
 - ♦ A member who passes the qualifying examination at year 5 and year 10 shall:
 - ♦ be eligible for promotion,
 - ♦ be eligible to temporarily act in a more senior rank, and shall
 - ♦ receive step 9 in Appendix I after attaining 11 years of service, or
 - ♦ receive step 5 in Appendix I after attaining 11 years of service if engaged as a Patrol Constable.
 - ♦ A member who has attained Step 7 (Step 3 if Patrol Constable) but does not pass the qualifying examination required at year 10 shall not lose a pay rate already attained but shall not progress to Step 9 (Step 5 if Patrol Constable) until a passing grade is attained.
6. Patrol Constable and Patrol Staff Sergeant ranks are effective 2012 August 26, pay period #18. To qualify for the indexed salary associated with these ranks, the member must have completed 5 years of service with the Edmonton Police Association and be actively assigned to patrol.

Letters Of Understanding

between

THE CITY OF EDMONTON

A Municipal Corporation

(hereinafter called the "City")

Of The First Part

- and -

THE EDMONTON POLICE ASSOCIATION

of the City of Edmonton, in the Province of Alberta

(hereinafter called the "Association")

Of The Second Part

The following Addenda and Letters of Understanding to the 2013 Collective Agreement are grouped together for signing purposes only.

Letter #1

1. ARTICLE 11.07(B) – DISPUTE RESOLUTION PROCESS TIMELINES

The parties agree that the timelines referenced in Article 11.07(b) of the Dispute Resolution Process, are amended as follows:

- a) The formal grievance shall be in writing and shall specify the details of the dispute, the articles of the collective agreement relied upon and the desired resolution.
- b) A formal grievance shall be initiated within 40 days of the date that the employee of the Association first became aware of, or reasonably should have become aware of, the occurrence of the act giving rise to the grievance.

* **2. ASSOCIATION BUSINESS**

It is agreed that the Police Service will approve 1,040 hours/year for leave with pay for a full time delegate to conduct Police Association business. The Service will report total hours used to the Association and communicate when the 1,040 hours limit has been reached.

3. RETENTION OF EXPERIENCED POLICE OFFICERS

Both parties recognize the important benefits of and value in maintaining an experienced, highly skilled work force. The City is prepared to recognize the value of retaining experienced police officers that are prepared to commit to continued service beyond 25 years.

Both parties recognize the important benefits of and value in maintaining an experienced, highly skilled work force. The City is prepared to recognize the value of retaining experienced police officers that are prepared to commit to continued service beyond 25 years.

In order to assist with the retention of experienced police officers, the City is prepared to provide an additional three percent (3%) above the base pay for members who are in the ranks of 1st Class Constables – 5th year up to and including Staff Sergeants. The additional pay will only be applicable to those members of the Edmonton Police Association (EPA) in the above- noted ranks who have completed 25 years of City police officer service and are currently working in their 26th year or more. This additional pay will become effective on the date of the member's 25th anniversary.

This Letter of Understanding (LOU) shall become null and void effective on the expiry date of this collective agreement, unless the City of Edmonton and the Edmonton Police Association mutually agree to an extension.

Failing an agreement to extend the LOU, those members who become eligible between the date of ratification and the expiry date of this collective agreement to receive this additional pay of three percent (3%) will continue to receive this payment until the member either retires, resigns, is terminated or is promoted to a rank outside the scope of this collective agreement, but no other members will become eligible following the expiration of the LOU on the expiration date of this collective agreement.

The parties also agree that service pay for eligible officers shall stop after 2006 September 03. In the event this Letter of Understanding is not renewed, the parties agree that service pay would be reinstated for members who have completed twenty five (25) or more years of City police service after the expiration date of the letter and who were not eligible for retention pay.

4. PATROL CONSTABLE / PATROL STAFF SERGEANT INDEX

Both parties recognize the important benefits of maintaining an experienced, highly skilled work force. As an incentive for members to remain in patrol, effective August 26, 2012 (pay period 18) Constables and Staff Sergeants actively working in a Patrol assignment are eligible for 3% indexed rates as outlined in the Schedule of Wages attached to the original, signed LOU (Patrol ranks are shaded).

It is agreed that in order to be eligible for such indexed rates, members must have completed a minimum of 5 years of policing service with the Edmonton Police Service. Movement / transfer out of Patrol shall immediately terminate eligibility for indexed rates.

This Letter of Understanding (LOU) shall become null and void upon the expiry date of this Collective Agreement, unless the City / Service and the Edmonton Police Association mutually agree to an extension.

Should the parties fail to reach an agreement to extend the LOU, or terminate the LOU with 30 days written notice, those members who are eligible for an indexed rate on the date the LOU is terminated will continue to receive the indexed rates until

- ♦ the non-indexed rate for the applicable rank is equal to or greater than the indexed rate, or
- ♦ the member takes a position outside of patrol.

In the event the LOU is terminated by either party in writing, no other members will become eligible for the indexed rates following the termination date of the LOU.

5. COURT ISSUE SUBPOENAS

The parties agree to continue discussion around the remaining issues concerning Court Issue Subpoenas, making every effort to reach acceptable resolves by December 31, 2012.

ADDENDA

TO THE COLLECTIVE AGREEMENT

between

THE CITY OF EDMONTON

A Municipal Corporation

(hereinafter called the "City")

Of The First Part

- and -

THE EDMONTON POLICE ASSOCIATION

of the City of Edmonton, in the Province of Alberta

(hereinafter called the "Association")

Of The Second Part

Addendum #1

1. CASUAL EVALUATORS

The following provisions shall apply to Evaluators under this Letter, who are former sworn members of the Edmonton Police Service. Unless otherwise specified, clauses contained in the Main Agreement shall continue to apply. Clauses in this Addendum which have the same numerical designation as clauses in the Main Agreement shall supersede those clauses of the Main Agreement. Where conflict or differences exist between the clauses contained in the Addendum and the clauses contained in the main portion of the Collective Agreement, the specific provisions contained in this Addendum shall prevail in respect of the aforementioned members who are hired as Casual Evaluators.

It is specifically provided that the Casual Evaluators shall work on an as-required basis. Insofar as is reasonable and practicable, a shift schedule may be developed for scheduling purposes, however there shall be no guarantee of a minimum number of hours of work for any Casual Evaluator nor shall they be considered as having scheduled Off Days.

The Edmonton Police Service agrees to engage in prior consultation with the Association in the event expanding the use of Casual Evaluators is being contemplated.

In the event that the two parties cannot agree on a new position, the matter will be dealt within accordance with the process outlined in Article 11 – Dispute Resolution Process.

3 DEFINITIONS

3.24 Watch

"Watch" shall mean a scheduled tour of duty not exceeding twelve (12 hours).

4 ASSOCIATION - SECURITY

4.03 Check- Off of Association Dues

The City agrees to deduct from the wages of each member covered by this Agreement a single standard amount for Association dues as shall be decided by the Association. This deduction shall commence with the first pay period and shall be forwarded to the Association at the end of each pay period, together with a list of members from whom deductions have been made.

5 WORKING CONDITIONS

5.01 Hours of Work

5.01.01 The regular hours of work shall consist of not less than two (2) hours and shall not exceed twelve (12) hours per day. Insofar as it is reasonable and practicable, the regular hours of work shall be consecutive. If the regular hours of work consist of five (5) or more hours per day, a thirty (30) minute lunch period shall be included as part of the regular hours of work.

5.01.02 There shall be a minimum eight (8) hour interval between the completion time of one watch and the commencement time of the next watch assigned a member. In the event that a member is scheduled or rescheduled to work a watch which does not allow for the minimum eight (8) hour interval and he works such watch, he shall receive overtime premium for such hours in accordance with the overtime provisions of this Addendum.

5.02 Off Days

Delete this provision.

5.03 Overtime

5.03.04 A member who works beyond his watch up to and including fifteen (15) minutes following termination of such watch shall not receive any payment on account of such overtime and from and including the sixteenth minute after the watch to an including the thirtieth minute, the member shall be paid one-half ($\frac{1}{2}$) hour overtime. Likewise, a member who works from and including the thirty- first minute to and including the forty- fifth minute following his watch shall only receive one- half ($\frac{1}{2}$) hour overtime and from and including the forty- sixth minute to and including the sixtieth minute following his watch, the member shall be paid one (1) hour overtime, and so on from half hour to half hour.

5.06 Court Time

Delete this entire section in the collective agreement and replace with the following:

- ♦ A Casual Evaluator shall be entitled to receive four (4) hours Court time credit for each Court appearance (a.m. or p.m.) provided such attendance does not occur regular scheduled hours of work. Such Court time payments will only be applicable if the Court appearance arises from duties as a Casual Evaluator.

7 FRINGE BENEFITS

7.01 Statutory Holidays

7.01.01 Casual Evaluators shall be entitled to receive the statutory holidays for which they are eligible provided they meet the terms and conditions enunciated in 7.01.05:

- ♦ Casual Evaluators shall be paid for statutory holidays at their regular rate of pay for hours which shall be determined by dividing the average weekly number of hours worked by the employee in the nine (9) weeks preceding the statutory holiday by five (5).

7.02 Annual Vacation Leave

Casual Evaluators shall be paid their vacation leave entitlement on a bi-weekly basis. Their vacation leave entitlement shall be in accordance with the Employment Standards Code. For administrative purposes only, the term "wages" shall be as defined in Section 1 (s) of the Employment Standards Code.

13 OBSERVANCE OF RULES AND REGULATIONS

13.02 All matters of discipline shall be dealt with in accordance with the City Policy as it relates to casual employees.

16 LEGAL AID

All reasonable expenses and costs with respect to any civil or criminal action (including any Fatality Inquiry) taken against, or in respect to, a member of the Association, arising out of such member's actions while engaged in his duties as a Casual Evaluator will be paid by the City. Legal fees and costs will be pre-determined. This clause shall not be construed to mean that the City shall pay any costs or expenses for a member of the Association incurred during the Service's internal disciplinary proceedings against such member. (See Letter of Understanding #1)

17 INDEMNIFICATION

The City will indemnify and save harmless any member from any action, claim, cause or demand whatever that may be made or arise out of the member's carrying out the duties of a Casual Evaluator provided that the member and his counsel cooperate with the Service throughout the entire course of the action.

Wages

The wage rate of Call Evaluators shall be equal to the current 3rd Year Constable rate.

Addendum #2

2. COMPRESSED HOURS OF WORK

The following provisions shall apply to those incumbents occupying positions in those units engaged in a compressed work week. Unless otherwise specified, clauses contained in the Main Agreement shall continue to apply. Clauses in this Addendum which have the same numerical designation as clauses in the Main Agreement shall supersede those clauses of the Main Agreement. Where conflict or differences exist between the clauses contained in the Addendum and the clauses contained in the main portion of the Collective Agreement, the specific provisions contained in this Addendum shall prevail in respect of the aforementioned members engaged in the compressed work week.

3 DEFINITIONS

3.24 Watch

"Watch" shall mean a scheduled tour of duty not exceeding twelve (12) hours.

- 3.24.01 "First Watch" shall mean a watch, the major portion of which falls between 24:00 hours and 08:00 hours.
- 3.24.02 "Second Watch" shall mean a watch, the major portion of which falls between 08:00 hours and 16:00 hours.
- 3.24.03 "Third Watch" shall mean a watch, the major portion of which falls between 16:00 hours and 24:00 hours.
- 3.24.04 Where a watch falls equally within two (2) of the above mentioned time periods, that watch shall be determined by the time period in which it commenced.

5 WORKING CONDITIONS

5.01 Hours of Work

- 5.01.02 There shall be a minimum eight (8) hour interval between the completion time of one watch and the commencement time of the next watch assigned a member. In the event that a member is scheduled or rescheduled to work a watch which does not allow for the minimum eight (8) hour interval and he works such watch, he shall receive overtime premium for such hours in accordance with the overtime provisions of this Addendum.
- 5.01.03 Members shall have a minimum forty-eight (48) hours' notice of any change in their scheduled watch. In the event that a member's watch is changed contrary to the provisions of 5.01.03, and he works such watch, he shall be paid at the applicable overtime premium for those hours worked which are outside of his scheduled watch.
- 5.01.05 Shift trades involving a member working two (2) consecutive shifts will not be permitted.

5.03 Overtime

- 5.03.01 Members required to work hours in excess of their assigned watch shall be paid in accordance with 5.03.04 at two (2) times their regular rate of pay for such excess hours.

- 5.03.04 A member who works beyond his watch up to and including fifteen (15) minutes following termination of such watch shall not receive any payment on account of such overtime and from and including the sixteenth minute after the watch to and including the thirtieth minute, the member shall be paid one-half (½) hour overtime. Likewise, a member who works from and including the thirty-first minute to and including the forty-fifth minute following his watch shall only receive one-half (½) hour overtime and from and including the forty-sixth minute to and including the sixtieth minute following his watch, the member shall be paid one (1) hour overtime and so on from half hour to half hour.

5.06 Court Time

- 5.06.01 Upon the application of a member detailed for first watch duty and who is required to attend both forenoon and afternoon sessions at Court on the same calendar day, such member, when practicable, shall be granted the watch preceding or following such sessions off and the time equivalent of such watch shall be deducted from his accumulated time. After attendance at Court, such member will be credited with appropriate Court time.
- 5.06.02 Upon the application of a member detailed for third watch duty and who is required to attend both forenoon and afternoon sessions at Court on the same calendar day, such member, when practicable, shall be relieved from duty for said watch and the time equivalent of such watch shall be deducted from his accumulated time. After attendance at Court, such member will be credited with appropriate Court time.
- 5.06.09 Where a member is required by subpoena to attend and give evidence in a Court outside of the City and where he will practically require the use of a commercial airline or other commercial travel, the following provisions shall apply:
- 5.06.09.01 If the member's trip is during the course of scheduled weekly hours, the member will receive straight-time rate, but will be relieved of normal duties for at least ten (10) hours prior to the commencement of his trip and at the conclusion of his trip.
- 5.06.09.03 Each day that the member is on such duty will be considered as equivalent to his scheduled tour of duty. No overtime provision will apply nor will there be any reduction to the consideration of his scheduled tour of duty if the member's trip is in fact less than the duration of his scheduled tour of duty.
- 5.06.09.05 If the member's trip involves a day of scheduled weekly leave, then the member will receive an amount equal to two (2) times the number of hours he would have normally been scheduled to work on such day.

19 REVERSION TO FIVE- DAY WORK WEEK

Either of the parties may decide at any time to revert from the compressed work week. Notice of decision to revert must be given not less than thirty (30) calendar days prior to the date of completion of a complete shift schedule rotation. In the event of reversion, premiums which may normally have been payable as a result of reverting to the five (5) day work week schedule will not be paid.

20 INTEGRATION OF COMPRESSED WORK WEEK

If mutually agreed between the parties, additional Police Department units may be scheduled for a compressed work week.

Addendum #3

3. RELIEF POSITIONS

The following provisions shall apply to those members engaged in relief positions. Clauses in the Addendum which have the same numerical designation as clauses in the Main Agreement shall supersede those clauses of the Main Agreement. Where conflict or differences exist between the clauses contained in the Addendum and the clauses contained in the main portion of the Collective agreement, the specific provisions contained in the Addendum shall prevail in the respect of the aforementioned members engaged in relief positions.

In the interests of creating a new Relief Positions program that will apply for members who are seeking reduced hours of work due to personal circumstances, the following terms are agreed between the parties:

- ♦ That the terms contained in the Letter of Understanding are intended to replace the current Job Share Letter of Understanding in its entirety for the duration of the trial period;
- ♦ That there shall be a trial period of one year from the date of ratification after which time the terms will be reviewed by the parties.

GENERAL PROVISIONS

The following "General Provisions" shall apply to all relief position arrangements:

- a) All members requesting reduced hours will participate in the Relief Positions Program;
- b) A member may apply in writing to the Executive Director of Human Resources for approval.
- c) A member who receives approval shall not engage in gainful employment with another employer while also engaged in an approved relief position arrangement unless specifically approved by the Executive Director of Human Resources.
- d) Relief positions do not require a partner in order to participate;
- e) Seniority entitlement will be pro-rated according to reduced hours of work.
- f) Members will receive fifty percent of the regular annual Boot Allowance.
- g) Members will remain members of the Edmonton Police Association and, accordingly, will pay full dues.
- h) Benefit plans remain in effect as per City Policy and the Collective Agreement unless otherwise stated in the Addendum.
- i) To become eligible to participate in the promotion process, a member must have concluded the relief position term.
- j) Increment entitlement will not be pro-rated according to reduced hours of work.
- k) This will be a patrol-focused solution whereby members will be assigned to a participating patrol Division as relief, therefore they will be counted as additional to authorized strength;
- l) The member may choose to select assignment to a specific patrol squad and this will be encouraged by Divisional management.
- m) If a member does not choose assignment to a specific patrol squad, the Division will determine where the resources are needed and will assign responsibilities to the member accordingly (front counter, patrol, community station, etc.);

- n) That the member will be able to indicate their preference of location (provided that the Division is participating and has work available to be performed), their availability and preference of hours and days of work;
- o) That participating members must provide their availability 60 days in advance so that the Division may determine their assignment and confirm their schedule;
- p) The hours of work and based pay will be based on the assignment – 10 hour shifts – paid 20 hours biweekly, 11 hour shifts – paid 22 hours biweekly and 12 hours shifts – paid 24 hours biweekly. Divisions are required to notify Human Resources in writing prior to changing the base hours of a relief member;
- q) That Relief Positions will work a minimum of 20 hours a week and may work additional shifts within their assigned Division to a maximum of 44 hours per week provided that within a six-month period they do not average in excess of 33 hours per week. The six month period will be based upon the member's start date in the relief position. If they work in excess of a 0.75 over the six-month period they will be restricted in their ability to pick up additional shifts for the following six month period. This will be monitored and administered in the assigned Divisions;
- r) That Relief Position members:
 - will not be eligible for Special Duty, with the exception of major events subject to approval by the Division,
 - will not receive overtime for shifts that they agree to work until they work in excess of their scheduled watch or 44 hours per week, and
 - are not eligible for work on statutory holidays if booked off not required by the Division they are assigned to;
- s) That any mandatory training will be considered additional to the base hours required to be worked within the Division, subject to mutual agreement and requests to participate in additional training will not be unreasonably withheld. The relief member is to be time balanced for the additional mandatory training hours;
- t) That all members currently working under the terms of the Job Share program will be grand-parented until such time as an individual review is done of the needs of the member and the operation at which point a transition plan may be implemented;
- u) That in the event 0.5 or 0.75 positions are posted outside of the patrol Divisions, all EPA members will be eligible to apply and provided they meet the posted qualifications, seniority will be the determining factor in selection;
- v) That members will be able to apply on full-time positions with a partner as a Job Share on the following conditions – that both members are fully qualified, that the seniority of the two partners will be averaged for determining their eligibility, and that in the event that either partner withdraws from participating, that the position will be re-posted as a full-time opportunity.

COLLECTIVE AGREEMENT CHANGES

Definitions

3.21 Regular Rate of Pay

“Regular Rate of Pay” shall mean the “Regular Hourly Rate of Pay” multiplied by the “Average Daily Hours of Work”.

3.24 Watch

“Watch” shall mean a scheduled tour of duty consisting of twelve hours or less.

5.01 Hours of Work

- 5.01.01 The regular hours of work shall consist of one watch per day for 2 days per week. Insofar as it is reasonable and practicable, the regular hours of work shall be consecutive. The regular hours of work shall average twenty- four hours or less a week, with a minimum of twenty hours per week.
- 5.01.03 Members shall be advised of any change in their scheduled watch prior to the expiry of the watch preceding the change. In the event that member's watch is changed contrary to the provisions of 5.01.03, and the member works such watch, the member shall be paid at the applicable overtime premium for those hours worked which are outside of the watch.
- 5.03.05 Any member, who is called for work greater than one (1) hour in advance of the scheduled start time shall receive not less than five hours (5) pay at his regular rate of pay at the applicable premium for the actual time worked, whichever is greater. Calls within two (2) hours of each other shall be considered as one call for the purpose of computing minimum pay for a member called out. This clause shall not prejudice other conditions set forth in this Agreement covering specified off duty assignments.

This article only applies where the member has less than twenty- four hours notice and the member is working a shift at overtime rates.

5.04 Pay for Work on Off Days

A member will be paid regular time for working extra shifts up to and including forty- four hours per week. A member will be paid double time for work on off days which results in the member working more than forty- four hours in any week (Sunday through Saturday).

- 5.06.01 A member who is detailed for first watch duty and required to attend both forenoon and afternoon sessions at Court on the same calendar day, may apply for, and be granted the watch preceding or following such sessions off subject to the operational requirements of the Police Service. If approved, hours equivalent to one (1) regular watch shall be deducted from his accumulated time or vacation. After attendance at Court, such member will be credited with appropriate Court time.
- 5.06.02 A member who is detailed for third watch duty and is required to attend both forenoon and afternoon sessions at Court on the same calendar day, may apply for, and be relieved from duty for said watch, subject to the operational requirements of the Police Service. If approved hours equivalent to one (1) regular watch shall be deducted from his accumulated time or vacation. After attendance at Court, such member will be credited with appropriate Court time.
- 5.06.05 On one of a member's off duty days, the credit allowance for one Court appearance (a.m. or p.m.) shall be four (4) hours. If a member attends Court as a witness in both the forenoon and afternoon of the same off duty day, he shall be credited with eight (8) hours.

7.01 Statutory Holidays

- 7.01.08 Members engaged in job sharing shall be paid for statutory holidays at their regular rate of pay for hours which shall be determined by dividing the average weekly number of hours worked by the employee in the nine (9) weeks preceding the statutory holiday by five (5).

7.02 Annual Vacation Leave**7.02.01 A permanent or probationary member,**

- ♦ upon completion of one year of continuous employment with the City, shall be eligible for fifteen times the average daily hours of work paid vacation leave;
- ♦ upon completion of eight years of continuous employment, twenty times the average daily hours of work paid vacation leave;
- ♦ upon completion of seventeen years of continuous employment, twenty-five times the average daily hours of work paid vacation leave;
- ♦ and upon completion of twenty- three years of continuous employment, thirty times the average daily hours of work paid vacation leave.

Vacation shall be paid at the regular rate of pay for the class of position to which the member is permanently appointed.

7.02.11 All necessary and reasonable travel expenses, including food and lodging, actually incurred by a member of the Service in returning him from vacation to undertake any duty required of him during his vacation, shall be paid by the City and shall include all expenses of returning to the place from which said member had to return to undertake such duty, provided, however, that if a member is advised that he is required to attend Court during the vacation period allotted to him, he shall have the responsibility of bringing these circumstances to the attention of his Divisional Head immediately upon being so advised.

For purposes of this clause and 7.02.10 only, vacation shall mean the scheduled periods of vacation which a member has been formally assigned, on the basis of seniority and in accordance with Service regulations, and shall include any off duty days which occur immediately preceding, immediately following or which are encompassed within the vacation days scheduled. Members on pre-retirement or pre-resignation leave will be shown on second watch for the purpose of Court attendance. For each day such member actually attends Court, a day of vacation pay will be added to the member's final payout. The member must advise Human Resources to have the payroll attendance record amended for each day that the member attends Court during pre-retirement or pre-resignation leave.

Where a member is detailed to attend and does attend Court during a period of scheduled vacation and he is not advised prior to the end of his last working shift that his attendance at Court is not required, he will receive eight (8) hours Court time for the inconvenience caused by the cancellation. The member may elect to accumulate the time equivalent in accordance with 5.12.

Where a member is required to return from approved scheduled annual vacation to attend local Court or out of town Court, the member shall be paid travel time on an hour for hour replacement up to a maximum of the normal tour of duty for each day in travel status. There will be no compensation for travel time if less than (1) hour.

7.04 Supplementation of Compensation Award

7.04.07.06 "Regular Rate of Pay" shall be for the rank or position in which the member was permanently confirmed or serving the required probationary period at the time of disability, provided that, if a member holds a rank or position junior to that of a Fifth Year Constable at the date of disability, it will be deemed for the purpose hereof that progression toward attainment of the Fifty Year Constable rank or position will proceed as provided in the Collective Agreement as if the member was not disabled.

The regular rate of pay as herein defined shall be subject to adjustment by the amount of the general increase negotiated in subsequent Collective Agreements for the rank of position as referred to in Appendix I.

DISCONTINUANCE OF THIS ADDENDUM

Either of the parties may decide at any time to discontinue this Addendum. Notice of such action must be given in writing not less than ninety calendar days prior to the proposed date of discontinuance.

Addendum #4

4. SPECIALIZED GRIEVANCE AND ARBITRATION MECHANISMS PURSUANT TO THE DUTY TO ACCOMMODATE FRAMEWORK AGREEMENT

INTRODUCTION

The parties to this collective agreement are participants in the City of Edmonton – Civic Union Workplace Relationship Agreement, and the Duty to Accommodate Framework Agreement (*“the Framework Agreement”*) entered into under the auspices of the Working Relationship Agreement.

In the Framework Agreement, the participants agree to establish specialized grievance and arbitration mechanisms to resolve disputes over the duty to accommodate, modifying, or in lieu of, the grievance and arbitration provisions in their collective agreements. The reasons and purposes for such specialized processes include recognition that:

- ♦ The duty to accommodate can involve obligations and remedies that transcend bargaining unit boundaries, and thus involve a need for dispute resolution where additional parties can participate so as to avoid multiple proceedings.
- ♦ The duty to accommodate is a process not just a result; that it is time sensitive; and that the rights and obligations can change over time; all of which can favour informal, expedited and specialized processes.
- ♦ While statutory human rights procedures exist, collective agreement arbitration provides a parallel procedure which, if suitably adapted, offers a more flexible and timely way of resolving accommodation issues for the civic workforce; and
- ♦ Although expedited procedures will normally be the chosen option for resolving such disputes, parties may at times choose instead to follow their more formal arbitration procedures, which they should remain free to pursue, subject to modifications for individual and affected union participation and a pre-arbitration mediation process.

Therefore:

The parties to the collective agreement agree to use the following alternative grievance and arbitration procedure for cases falling within the scope of this letter of understanding.

1. SCOPE

- 1.1 This procedure applies to grievances concerning the duty to accommodate employees on the basis of physical or mental disability.
- 1.2 This procedure does not apply to:
 - 1.2.1 Cases where employees seek accommodation as a result of an addiction said to be a physical or mental disability, or
 - 1.2.2 Cases where employees raise accommodation issues only after being terminated by the City of Edmonton.

2. INITIATING A GRIEVANCE

- 2.1 Grievances may be initiated during the course of an accommodation process to obtain a decision on a particular decision point in that process even though other steps remain to be taken.
- 2.2 A grievance may concern:
 - 2.2.1 Whether an employee seeking accommodation has a mental or physical disability that gives rise to a need for accommodation

- 2.2.2 What, if any, restrictions or requirements arise from the employee's disability.
- 2.2.3 A decision by the City of Edmonton not to accept a measure that might be undertaken to accommodate the employee's needs in their existing job or some other job (whether modified or not), whether based on undue hardship or any other reason.
- 2.2.4 A decision by an Employee or the Union to decline to accept as a reasonable or suitable accommodation, a measure proposed by the City of Edmonton.
- 2.2.5 The failure or refusal by any Union or Association to give any necessary consent to any aspect of a proposed measure that might be undertaken to accommodate an employee's needs, whether that failure or refusal is based on conflicting collective agreement provisions, undue hardship, or otherwise.
- 2.2.6 The assignment of an employee to a position within a different bargaining unit or any terms and conditions attached to that assignment; or
- 2.2.7 Whether any trial period for an accommodation measure has succeeded.
- 2.3 In these procedures, "*parties*" mean the parties to this collective agreement and any other affected Union or Unions. It does not include an individual with a right to be represented or heard separately during any arbitration procedure.
- 2.4 Prior to filing a grievance under Article 2.2 of this letter the party will follow the provisions for precipitating a decision on a decision point in the Framework Agreement and shall first advise all affected parties of their wish for a decision on the issue.
- 2.5 On receipt of a request for a decision, the City's Disability Management Consultant, the Union or Unions involved, and such other persons whose presence may be necessary or appropriate to the decision, will meet for a full and frank discussion in an attempt to reach agreement on the question.
- 2.6 If the initial request or, following discussion, the agreed upon issue, is a question of the employee's disability, capacity, or the requirement of any job or proposed job, the parties will initiate the process of obtaining an independent report on the issue in accordance with the procedures in the Framework Agreement. Any professional opinion or factual report obtained as a result of those processes shall be accepted as *prima facie* proof in any subsequent arbitration proceedings.
- 2.7 The party requesting a decision and the party whose decision is sought may agree in writing to continue to assess the matter in an agreed upon manner.
- 2.8 Following the meeting referred to in Article 2.4, and unless Articles 2.5 and 2.6 (all in this Letter) apply, the party required to make a decision will provide that decision in writing within fifteen (15) working days of the initial request.
- 2.9 If a decision on a decision point is agreed to, it will be implemented forthwith, according to the terms. If no grievance disputing the decision is initiated within fifteen (15) working days following the decision, it will be treated as agreed upon and any proposed action may be implemented unilaterally. A grievance over any decision described in Article 2.2 of this Letter may be filed by the parties to this collective agreement or by another Union affected by the decision. The dispute shall be submitted in writing to the roster Coordinator, with a copy of the dispute provided to the Director of Labour Relations, Human Resources Branch.

3. SEPARATE REPRESENTATION

- 3.1 Where an individual is directly affected by the subject matter of a decision, and their interests may conflict with the position being advanced by their bargaining agent, they may be separately represented in any arbitration process. The form of that separate representation shall be determined by their bargaining agent. Separately

represented employees shall not have the authority to advance a matter to arbitration or to insist on formal rather than expedited arbitration.

4. EXPEDITED ARBITRATION

- 4.1 All grievances will be heard initially by a member of the expedited arbitration roster. Unless the parties agree to a particular member of the roster, the roster coordinator will assign a member to hear the grievance.
- 4.2 The roster member assigned to hear the grievance will convene a meeting of the parties and any individual entitled to separate representation. The purpose of that meeting will be to:
 - 4.2.1 Ensure the issues in dispute are defined;
 - 4.2.2 Determine whether the parties agree to expedited arbitration or wish to have all or part of the issue resolved by a formal process;
 - 4.2.3 If the parties accept expedited arbitration, to set a time, date and place for an expedited arbitration hearing with that roster member;
 - 4.2.4 If a party selects formal arbitration, set a time, place and date for a “*without prejudice*” pre-arbitration mediation with the roster member or any other agreed upon mediator;
 - 4.2.5 Discuss any other matter that, in the opinion of the roster member, is appropriate;
 - 4.2.6 Unless formal arbitration has been selected, grant interim orders where there are substantial reasons for doing so and where the order can be made in a manner that accords with the Framework Agreement;
 - 4.2.7 Where the parties agree, do anything at the first meeting that might be done at the expedited arbitration or mediation stages.
- 4.3 Every attempt will be made to hold the meeting referred to in Article 4.3 of this Letter within ten (10) working days of the date the grievance is received by the roster Coordinator, and may be in person or, with the consent of the affected parties, by teleconference. A failure to hold the meeting within ten (10) working days will not constitute loss of jurisdiction.
- 4.4 The roster member will provide participants with minutes of the first meeting, including any agreements reached, along with directions for a mediation meeting or an expedited arbitration hearing.

5. EXPEDITED ARBITRATION

- 5.1 The Roster member shall hear the grievance informally and expeditiously, providing the parties and any separately represented member the opportunity to adduce evidence and be heard, following which the member will issue a summary award on the grievance. The award will be provided in writing.
- 5.2 The parties will implement the award forthwith, according to its terms.
- 5.3 Awards under the expedited process will be confined to the issue raised in the grievance on the particular decision point. Any further issues that arise in respect to the duty to accommodate that same individual will be dealt with through a continuation or resumption of the Framework Agreement processes and if needed, by a further grievance on any subsequent decision point, rather than through the expedited arbitrator remaining seized with the matter.

6. GRIEVANCE MEDIATION

- 6.1 Where the parties have selected formal arbitration, the arbitration board will be appointed and scheduling commenced as outlined in Article 14- *Dispute Resolution Process*, clause 14.06- *Arbitration Stage*, points 4 through 17, following the first meeting referred to in Article 4.3 of this Letter. At the same time, the parties and

any separately represented employee will participate in a “*without prejudice*” mediation meeting with the Roster member or another agreed upon mediator.

- 6.2 Participants in the mediation will each be represented by a person or persons familiar with the matter who will make good faith efforts to resolve the matter and who have decision making authority.
- 6.3 Settlements reached through informal mediation shall, where they resolve the full issue, be incorporated into a consent award of the Roster member as an arbitrator, or where they resolve some issues only, be incorporated into an agreed statement of facts or position to be placed by consent before the formal arbitrator or arbitration panel.
- 6.4 Other than the documents referred to in Article 6.3 of this Letter, the discussions during informal mediation shall be privileged and shall not be referred to in any subsequent arbitration or other proceeding.
- 6.5 The cost of the roster Coordinator’s administrative duties shall be paid by the City of Edmonton. The cost of the mediation or expedited arbitration duties of the panel members will be shared jointly between the City of Edmonton and the Union or Unions involved in individual cases. Where there is more than one Union involved in a particular case, the Union’s half of the costs shall be divided equally between them unless the mediator or expedited arbitrator orders some different appointment.

7. FORMAL ARBITRATION

- 7.1 Where a party insists on formal arbitration, that arbitration will be established and conducted in accordance with the arbitration procedure in this collective agreement, modified as necessary to comport with the Framework Agreement.
- 7.2 Where, in addition to the Union under this collective agreement, there is another affected Union in respect of the dispute, the following provisions will apply.
- 7.2.1 The decision of the arbitration board will be final and binding on all parties;
- 7.2.2 Except to the extent this agreement provides for, or other parties agree upon, a single arbitrator, the Unions will attempt to agree upon a single nominee, failing which a Union nominee will be selected by the Roster member assigned to conduct the informal mediation.
- 7.2.3 The costs of any nominee, and of the Chair, will be shared by the Unions equally, unless the arbitrator or arbitration board awards some different apportionment.
- 7.3 In addition to any other powers provided by law or by the Collective Agreement, the arbitrator or arbitration board may, on the request of any affected party, by interim order, direct what ought to be done, or not be done, pending the arbitration hearing or ruling. Interim orders shall only be granted where there are substantial reasons for doing so, and shall be made in a manner that best accords with the provisions of the Framework Agreement.
- 7.4 Arbitrators shall be selected from the following list of arbitrators, either by agreement, or on the basis of the rotation provided for in the Framework Agreement.
- ♦ Andrew C. L. Sims, Q.C.
 - ♦ Deborah Howes
 - ♦ James Casey, Q.C.
 - ♦ Thomas Jolliffe
- 7.5 Where an arbitrator or arbitration board, appointed under this collective agreement, finds that the matter or any part of the matter arising in that arbitration properly falls within the scope of this Addendum, the arbitrator or arbitration board may direct the parties to pursue the matter in accordance with the provisions of this Addendum.

- 7.6 The arbitrator or arbitration board may make any directions as to timeliness or other procedural issue that appears just in all the circumstances. An application under this clause may be made by any party affected by the issue in question whether or not that party is a party signatory to the collective agreement. No such application may be made by an individual employee.

8. DURATION AND TERMINATION

- 8.1 This Addendum shall continue in force beyond the expiry date of the Collective Agreement, and shall be renewed with each successor agreement if both parties mutually agree.
- 8.2 In the event a party to the Duty to Accommodate Framework Agreement withdraws from participation in the Agreement, this Addendum shall cease to be in force on the date the notice period expires. Grievances currently in progress shall continue to utilize the process outlined in this Addendum until the decision of the roster member is received.

SIGNED this 9th day of October 2013, A.D.

THE EDMONTON POLICE ASSOCIATION

CITY OF EDMONTON

A. Simioni

President

Stephen Mandel

Mayor

B. Walsh

Vice President

Alayne Sinclair

City Clerk

Witnessed By D. Traynor

Senior Negotiator