



CITY POLICY

POLICY NUMBER: A1123

REFERENCE:

City Manager 1990 09 12
Comm. Brd. 1981 06 30
Comm. Brd. 1976 05 19

ADOPTED BY:

City Manager

SUPERSEDES:

5040

PREPARED BY: Personnel Department

DATE: 1990 05 07

TITLE: SUPPLEMENTARY BENEFITS – CHIEFS AND DEPUTY CHIEFS OF POLICE & FIRE

Policy Statement:

SUPPLEMENTATION OF COMPENSATION WILL BE PROVIDED FOR THE CHIEFS AND DEPUTY CHIEFS OF THE POLICE AND FIRE DEPARTMENTS.

INDEMNIFICATION AND LEGAL AID WILL BE PROVIDED FOR THE CHIEF AND DEPUTY CHIEFS OF POLICE.

The purpose of this policy is to:

Provide supplementation of compensation benefits for Chiefs and Deputy Chiefs and Deputy Chiefs of Police and Fire and to provide indemnification and legal aid for the Chief and Deputy Chiefs of Police to protect them against specified hazards that may be encountered while performing occupational duties on behalf of the City of Edmonton.



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1. DEFINITIONS

- 1.01 City: shall mean the City of Edmonton.
- 1.02 Member: shall mean the Chief and Deputy Chiefs of the Police and Fire Departments.
- 1.03 Board: shall mean the Workers' Compensation Board.

2. RESPONSIBILITIES

- 2.01 The City Manager shall:
 - a) approve this policy and any amendments thereto.
- 2.02 The Personnel Department shall:
 - a) provide interpretation and clarification of this policy.
 - b) monitor and maintain appropriateness of this policy.
- 2.03 The Finance Department shall:
 - a) administer the requirements of this policy.

3. GUIDELINES

3.01 Indemnification

The City will indemnify and save harmless the Chief and Deputy Chiefs of Police from any action, cause or demand, whatever may be or arise out of the member's carrying out the duties of a Police Officer.

3.02 Legal Aid

All reasonable expenses and costs with respect to any civic or criminal action taken against, or in respect of a member arising out of such member's action while engaged in duties as a Police Officer will be paid by the City. It shall not be construed to mean that the City shall pay any costs or expenses for a member during the Department's internal disciplinary proceedings against such member.



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3.03 Supplementation of Compensation

Supplementation of Compensation, as described in the attached Appendix I, shall apply to those members who are employed in a Chief or Deputy Chief capacity of the Police or Fire Department.

3.04 Disability Income Benefits Coverage Under City of Edmonton Short-Term Disability and Long-Term Disability Income Benefit Plans

Members shall participate in the City's Short-Term and Long-Term Disability Plans for Management and Out-of-Scope employees and shall be subject to the general terms and conditions of these plans without prejudicing the entitlement to benefits arising under this policy as a result of occupationally-related death and/or disability.

Supplementation of Compensation

(Reference to the masculine gender shall also apply to the feminine gender and vice versa).

1. If a member is killed or 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 pension to the member or his widow, the City shall make a supplementary payment so that the combined payment to the member or his widow from the Board's pension, other pensions not personally contracted for by the member or his widow and the supplementary payment hereunder, equal one hundred (100) percent of the member's net pay.

It is understood that payments such as annuities or awards payable to the member or his widow 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 5., shall be calculated in the monies received by the member, widow or dependent, as if it were a pension not personally contracted for by the member or widow and shall offset any supplementary payment due under this clause. Lump sum payments shall be dealt with in accordance with clause 5. hereof.

2. When a member is killed, the City supplementation payments described in 1. shall continue until the date the widow remarries, until she has lived with another person as husband and wife for a period of not less than two (2) years, or until the date the deceased would have reached the age of sixty (60) years, had he not been killed, whichever date occurs first. When a member is disabled, the City's supplementation payment described in 1. shall continue until such time as the member returns to work; or the member reaches the age of sixty (60) years; or until such time as earnings from alternate gainful employment together with any pensions, annuities and awards not personally contracted for by the member or his widow, payable to him, are equal to or greater than the net pay as defined in 8.05., 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 determine.
3. 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 Supplementation of Compensation 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 his rights are suspended.
4. In the event a dispute arises between the City and the member concerning the member's medical capability to perform work, or any job, the same shall be settled by the joint decision of the member's physician and the City's physician. If they do not agree, either the member or the City shall be entitled to refer the matter to a third independent physician selected jointly by the City and the member. If they cannot agree upon such selection within fourteen (14) calendar days, the same shall be made by the College of Physicians and Surgeons. If they fail to appoint

within thirty (30) calendar days of being requested to do so, the appointment of an independent physician shall be made by a Judge of the Supreme Court of Alberta. The provisions of the Arbitration Act of Alberta shall apply to a resolution of a dispute hereunder, except where the provisions of such Act have been altered herein. The joint decision of the City's physician and the member's physician as referred to above, or the decision of the independent physician, shall be final and binding on the member, the City and the member. The cost of an independent physician shall be borne equally by the City and the member.

5. In the event that the member who is killed in circumstances, as contemplated in clause 1., has dependent children as defined in clause 8.03 hereof, and the member does not have a spouse, as defined in clause 8.08., at the date of his death, or if the spouse in receipt of supplementation benefits hereunder subsequently dies, the City shall make a supplementary payment so that the combined payment to the dependent children from the Board's pension, other pensions not personally contracted for by the member, his widow or his children, and the supplementary payment hereunder, equal twenty (20) percent of the member's net pay multiplied by the number of dependent children up to a maximum of eighty (80) percent for four (4) dependent children at any given time.

Supplementation shall continue to be paid in the appropriate manner based upon the number of dependent children of the deceased member. The number of dependent children at any given time shall be determined in accordance with clause 8.03. hereof. Supplementation shall cease when there are no more dependent children, or at such time as the deceased member would have reached the age of sixty (60), whichever occurs first.

It is understood that payment such as annuities or awards payable to the member's dependents 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 5., shall be calculated in the monies received by the member's dependents as if it were a pension not personally contracted for by the member, his widow or his dependents and shall offset any supplementary payment due under this clause. Lump sum payments shall be dealt with in accordance with clause 5. hereof.

6. In the event that a member, his widow or his dependents, are awarded a payment as a result of a Criminal Injuries Compensation Award, a 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, widow or dependent children shall choose one of the options (a) to (c) enumerated below.

Payments received on account of funeral expenses, life insurance proceeds, refunds from plans and benefits that have been personally contracted for by the member, his widow or dependent children, shall not be considered as lump sum payments for the purpose of this Agreement and shall not be offset against any supplementation payment by the City. The options are:

- (a) The lump sum payment shall be actuarially equated by the City to a monthly value based on prorating the payment over the normal remaining service life of the member to age sixty (60) and such monthly value shall be deducted from the amount of the supplementation owed by the City, or
- (b) The member, his widow or dependent children 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, his widow or dependent children 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 Supplementation of Compensation.

It is understood and agreed that if the City brings action against any third party in the name of the member, his estate or his dependents, 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, the member, his estate or his dependents, in pursuing the action.

7. 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 or his estate (whatever is applicable) and may bring action in the name of the member or his estate to enforce those rights.

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

9. Definitions

The following definitions shall apply to all provisions of Supplementation of Compensation.

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

10.02 "City" shall mean the Corporation of the City of Edmonton.

10.03. "Dependent children" shall mean unmarried children of the member or spouse, or children living in the member's household for whom the member was in loco parentis, who at the time the member died, were dependent upon the member for support and who are:

10.03.01. less than eighteen (18) years of age; or

10.03.02. eighteen (18) years of age or over, and not more than twenty-one (21) years of age, and are in full-time attendance at an accredited school, college, institute or University, having been in such attendance without interruption since the age of eighteen (18) years; or

10.03.03. eighteen (18) years of age or over and medical proof is provided demonstrating that he is incapable of self-sustaining employment due to a continuing mental or physical infirmity.

10.04. "Member" shall mean Chiefs and Deputy Chiefs of the Police and Fire Departments.

10.05. "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 his disability or death and the income tax payable by the member after his disability, or in the event of his death, the difference between the income tax payable by the member prior to his death and the income tax payable by his widow or children following his death. Further, in the event of death or 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 death or disability, no longer have application. Provided, however, that the regular rate of pay shall not be reduced by the amount of member contributions for those benefit plans in respect to which the widow contracts with the City to maintain membership in and obtain coverage through payment of a total premium because of such benefits.

- 10.06. "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 and shall also mean periodic payments, or a lump sum payment in lieu of periodic payments by the Board to the dependents of the member.
- 10.07. "Regular rate of pay" shall mean the rate of pay established for the position in which the member was permanently confirmed or serving the required probationary period at the time of his death or disability.

The regular rate of pay as herein defined shall be subject to adjustment by the amount of the general increase granted by the City.

- 10.08. "Spouse" shall mean a member's spouse who qualifies as a dependent under the Workers' Compensation Act.