COLLECTIVE AGREEMENT

Between

THE CITY OF EDMONTON

- and –

THE EDMONTON POLICE SERVICE SENIOR OFFICERS' ASSOCIATION

Duration: December 31, 2023 to December 11, 2027

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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.

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COLLECTIVE AGREEMENT

between

THE CITY OF EDMONTON

A Municipal Corporation

(hereinafter called the "City")

of the First Part

- and -

THE EDMONTON POLICE SERVICE SENIOR OFFICERS' ASSOCIATION

of the City of Edmonton, in the Province of Alberta

(hereinafter called the "Association")

of the Second Part

1 AMENDMENT AND TERMINATION

1.01 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 ninety (90) days, nor less than thirty (30) days, prior to the expiration date. If amendment is desired, the contents of the amendment shall be transmitted to the other party within the time limit set out above and the existing Agreement 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.

* 1.02 The duration of this Agreement shall be for the period from December 31, 2023 to December 11, 2027. 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 sworn-in personnel of the Edmonton Police Service who have the legal powers and authority of a Police Constable and who hold a rank above the rank of Staff Sergeant, excluding Chief of Police and Deputy Chief of Police.

3 DEFINITIONS

3.01 The words "anniversary date" when used in this Agreement shall mean the annual anniversary of the last date of a member's appointment with the City to be employed on a continuing basis.

3.02 The words "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).

3.03 The words "calendar year" when used in this Agreement shall mean a period of twelve (12) consecutive months commencing January 1 and ending December 31.

3.04 The words "Chief of Police" when used in this Agreement shall mean the Senior Executive Officer of the Edmonton Police Service appointed by the City or the Executive Officer of the Service acting in the Chief's stead.

3.05 The word "member" when used in this Agreement shall mean a person holding a rank coming within the scope of this Agreement.

3.06 The words "Police Commission" when used in this Agreement shall mean the Commission as set out in the City of Edmonton Bylaw No. 14040.

3.07 The word "position" when used in this Agreement shall mean a specific set of duties and conditions developed for the purpose of assignment to a single incumbent.

3.08 The word "rank" when used in this Agreement shall mean a level of authority as denoted by a common descriptive title and may include more than one pay level.

* 3.09 The words "regular rate of pay" when used in this Agreement shall mean the rate of pay assigned to an incumbent within the pay range specified for the rank in Appendix I of this Agreement.

3.10 The words "vacation credits" when used in this Agreement shall mean earned vacation entitlement in hours, based on service and accumulated on a bi-weekly basis.

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

4 RESIDUAL RIGHTS

Matters on which this Agreement is silent shall be determined by law, City policy, the Police Commission or the Chief of Police, as befits the case.

5 RECOGNITION

5.01 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 of work, fringe benefits, working conditions and pensions.

5.02 The City agrees to deduct from the wages of each member covered by this Agreement dues and assessments that the Association may levy from time to time. Dues shall be deducted on a bi- weekly basis and remitted to the Association. Assessments shall be deducted as decided by the membership.

5.03 The Association shall inform the City as to the names and addresses of its officials. The Association shall also inform the City in writing of any changes to such list of names.

5.04 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.

6 WORKING CONDITIONS

6.01 The regular hours of duty for each member shall be eighty (80) hours bi-weekly, generally scheduled Monday to Friday based on operational requirements. Subject to the terms and conditions of this Agreement, the Chief of Police reserves the right to call to duty any member at any time.

6.01.01 The member acknowledges that this is a management position with hours of work that may vary based on the needs of the Edmonton Police Service. The member agrees that the position is not entitled to and will not be compensated for any additional hours of work that may from time to time be required and the annual salary takes into account such additional hours of work.

Instances where the member is required to return to duty or work additional hours as a recognized Incident Commander or Event Commander because of extraordinary major events or exceptional circumstances such as: Level II Critical Incidents, Public Demonstrations, Emergency Operations Centre activations or Major Events; they may be entitled to pay at two (2) times their regular rate of pay.

An overtime request may be submitted prior to, or after, the event in question. Such requests shall be submitted by the member to the Deputy Chief overseeing the Incident Command Committee or their designate, for approval.

6.01.02 SPECIAL ASSIGNMENT PAY

In recognition of the need in exceptional circumstances (e.g. Natural Disaster) or where a member is assigned to a special project and is also required to maintain their regular activities, compensation will be provided on an hour for hour basis, where a request has been approved by the Chief of Police (or designate). The parties agree that prior approval will be required whenever reasonably possible.

Members will have the option to bank hours approved by the Chief of Police (or designate) as Special Assignment Pay.

6.02 Accumulated Time

Where banking time is permitted by the Service:

- Members may accumulate a maximum dollar bank up to the time equivalent of three hundred twenty (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.

Members may re-accumulate credits up to the three hundred twenty (320) hour limit, where their accumulated balance is reduced (via approved periods of paid time off or by cash pay-outs).

Members will be permitted to bank additional dollars if, after an increase to their regular rate of pay, the dollar credits carried over and current year accumulation no longer total the time equivalent of three hundred twenty (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.

6.02.01 Upon application, a member having accumulated dollar credits may draw any portion of such accumulated credits as a lump sum pay out 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.

6.02.02 Upon termination of employment with the Service, the member shall receive a pay out of their total accumulated dollar bank.

6.03 Duty Officer

The Edmonton Police Service and the Association agree that the following terms and conditions of employment shall apply to the Duty Officer. Where a conflict or difference exists between clauses of the collective agreement, the specified provisions contained below shall prevail for employees in the Duty Officer position.

6.03.01 WATCH

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

- "First Watch" shall mean a watch, the major portion of which falls between 24:00 and 08:00 hours.
- "Second Watch" shall mean a watch, the major portion of which falls between 08:00 hours and 16:00 hours.
- "Third Watch" shall mean a watch, the major portion of which falls between 16:00 hours and 24:00 hours.
- 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.

6.03.01.01 Watch Differential

Members who work a watch one-half (½) or more of which falls between 16:00 and 24:00 shall receive a watch differential of one and one-tenth dollar ($1.10) per hour.

Members who work a watch one-half (½) or more of which falls between 24:00 and 08:00 hours shall receive a watch differential of one and two-tenth dollar ($1.20) per hour.

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

6.03.02 A member required to work a watch a 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 their 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.

Duty Officers will have the option of banking the dollar value of hours worked on either Christmas Eve or New Year's Eve.

6.03.03 OVERTIME

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

6.03.04 STATUTORY HOLIDAY – CHRISTMAS EVE AND NEW YEAR'S EVE

A member required to work a watch, a 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 (2.5) times the regular hourly rate of pay assigned their 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.

Duty Officers will have the option of banking the dollar value of hours worked on either Christmas Eve or New Year's Eve.

6.04 Court Time

6.04.01 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 their accumulated time or vacation. After attendance at Court, such member will be credited with appropriate Court time.

6.04.02 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 the member's accumulated time or vacation. After attendance at Court, such member will be credited with appropriate Court time.

6.04.03 When a member is required to and does attend Court to carry out their duty as a witness during hours other than those of their watch, they 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 their watch or are completed within one (1) hour immediately following their watch, they shall be paid at the specified overtime premium for the interval between the scheduled commencement time of the appearance and the commencement of their watch or between the termination of their watch and the completion time of their Court appearance, as the case may be.

6.04.04 On a day a member finished their 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, they shall be credited with ten (10) hours.

6.04.05 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, they shall be credited with sixteen (16) hours.

6.04.06 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.

6.04.07 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, they 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 a 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.

6.04.08 Court sessions shall be credited as forenoon (a.m.) or afternoon (p.m.) in accordance with the following:

6.04.08.01 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.

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

6.04.08.03 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.

6.04.09 Where a member is required by subpoena to attend and give evidence in a Court more than forty (40) kilometres outside of the City, the following provisions shall apply:

6.04.09.01 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 eight (8) hours prior to the commencement of their trip and at the conclusion of their trip.

6.04.09.02 In order to accommodate 6.04.09.01, there will be no penalty for the employer for any shift change required to relieve the member of duties prior to and after their trip.

6.04.09.03 Each day that the member is on such duty will be considered as an eight (8) hour tour of duty. No overtime provision will apply nor there any reduction to the consideration of an eight (8) hour tour of duty if the member's trip is in fact less than eight (8) hours in duration.

6.04.09.04 The member will receive per diem allowances for meals and expenses (including commercial transportation expenses) as per the current City Policy.

6.04.09.05 If the member's trip involves a day of scheduled weekly leave, then the member will receive twice the member's hourly rate of pay for each hour travelled.

6.04.09.06 The Chief may authorize a member to utilize their private vehicle in lieu of commercial travel and the member shall be reimbursed in accordance with City Policy.

6.04.10 If the member is required by subpoena to attend Court outside the City, the member shall first determine if a department vehicle is available for transportation. In the event that a department vehicle is unavailable, the member may utilize their private vehicle and the Service agrees to pay the appropriate City of Edmonton rate for mileage (mileage will be calculated for miles driven outside the City limits). In no event will mileage be paid for Court appearances within the City of Edmonton.

6.04.11 A member, who is in receipt of disability benefits from the Income Protection Plan, will remain on their normal schedule and if required to attend Court sessions as a witness, shall be compensated in accordance with the provisions of 6.04. 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 their normal schedule and if required to attend Court sessions as a witness, shall be compensated in accordance with the provisions of 6.04.

6.04.12 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 their regular rate of pay for each forenoon or afternoon Court session attended, subject to 6.04.08.01 and 6.04.08.02.

** 6.05 Standby Pay

Effective December 14, 2025, members who are assigned to standby as Level II Commanders shall be entitled to remuneration on the following basis:

- On a scheduled working day, they shall receive one (1) hour's pay.
- On scheduled days off and not required on a statutory holiday, they shall receive two (2) hours pay.

7 REMUNERATION

7.01 The rates of pay established in Appendix I shall apply during the term of this Agreement. Positions shall be assigned to pay levels in accordance with the first two (2) administrative principles and members shall be paid every two (2) weeks.

7.02 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 the date of the signing of this Agreement.

7.03 Past members who were in the service before the expiry of the previous collective agreement and the implementation date of this Agreement will receive a retroactive payment based on their period of employment in a rank or ranks coming within the scope of this Agreement in accordance with the retroactive payment provided in 7.02 if they apply for same in writing within sixty (60) days of the effective date of this Agreement.

7.04 A member who, for any reason other than paid vacation leave, has been absent or unable to perform their assigned duties for a period of thirty (30) or more consecutive calendar days shall have their anniversary date, for increment adjustment purposes, extended by the number of consecutive days of such leave.

7.05 Should the City issue a member with an incorrect pay cheque, then the City shall make the necessary monetary adjustments and/or take such internal administrative action as is necessary to correct such errors at its earliest reasonable occasion.

* 7.06 Retention Incentive Pay for Senior Officers

Both parties recognize the important benefits of and value in maintaining an experienced, highly skilled workforce. The City is prepared to recognize the value of retaining experienced senior police officers that are prepared to commit to continued service beyond twenty-five (25) years.

In order to assist with the retention of experienced senior 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 Inspector and Superintendent. The additional pay will only be applicable to those members of the Edmonton Police Service Senior Officers' Association in the above-noted ranks who have completed twenty-five (25) years of police officer service, including service with any other Canadian municipal, provincial, or national police service, or an international police service recognized by the City, and are currently working in their twenty-sixth (26th) year or more.

8 STATUTORY HOLIDAYS

* 8.01 The following days shall be recognized as statutory holidays for the purpose of this Agreement:

- New Year's Day,
- Alberta 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,
- National Day for Truth and Reconciliation,
- Thanksgiving Day,
- Remembrance Day,
- Christmas Day,
- Boxing Day (December 26),
- and any other holiday which the City allows employees as a whole.

8.02 Members shall be entitled to receive recognized statutory holidays without loss of pay.

8.02.01 A member who voluntarily works on a recognized statutory holiday or a member whose regular off days or days of annual vacation leave are coincident with a statutory holiday shall receive an additional one (1) times their regular rate of pay.

8.02.02 A member who is assigned to work a statutory holiday or a member who works a regularly scheduled shift on a day which is coincident with a statutory holiday shall receive two (2) times their regular rate of pay.

8.02.03 A member who works on such statutory holidays shall have the option to bank up to three hundred twenty (320) hours of such time. Accumulation in excess of three hundred twenty (320) hours shall be paid out or the member shall be scheduled time off by the Service.

8.02.04 Employees shall be eligible for the premium pay provisions of clause 8.02.01 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.

8.02.05 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

8.02.06 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 8.02.06 (b), the following limitations apply:

- If the leave is a result of a compensable accident, 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.

8.03 The cessation of hours of work arising from the implementation and operation of clause 8.02 shall not be construed as a layoff.

9 ANNUAL VACATION LEAVE

9.01 A member shall earn vacation credits commencing with the bi-weekly pay period in which their date of entry into the City's service occurs and continue to earn such credits from pay period to pay period thereafter, based on the following:

9.01.01 Fifteen (15) times the average daily hours of work per annum upon entry into the City's service.

9.01.02 Twenty (20) times the average daily hours of work per annum, commencing with the pay period which includes their eighth (8th) anniversary date of continuous service with the City.

9.01.03 Twenty-five (25) times the average daily hours of work per annum, commencing with the pay period which includes their seventeenth (17th) anniversary date of continuous service with the City.

9.01.04 Thirty (30) times the average daily hours of work per annum, commencing with the pay period which includes their twenty-third (23rd) anniversary date of continuous service with the City.

9.02 A member shall receive their annual vacation entitlement in each vacation year, in an unbroken period, unless otherwise mutually agreed by the member and the City. The member may be allowed to take vacation leave to the maximum of their vacation credits. However, the City shall establish annual periods of either May 1 to April 30, or January 1 to December 31, as the vacation year, for the purpose of scheduling vacation leave.

9.03 Members shall be allowed to carry over 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 carry over two (2) times their current annual vacation entitlement, for use in the forthcoming year.
- When a member's vacation credits exceed the specified allowable limit, the member shall carry over such excess vacation entitlement or shall receive a cash pay-out of the excess vacation credits, whichever is mutually agreed between the member and the City. Where agreement is not reached, the City shall determine whether a pay-out or a carryover occurs. A member who is allowed to carry over vacation credits in excess of allowable carryover shall be provided one (1) year in which to use such excess credits.

9.04 The rate of pay for vacation entitlement shall be the member's regular rate of pay for the position to which the member is permanently appointed or serving a trial term thereof.

9.05 On termination of employment, for whatever reason, a member shall be paid out for any unused vacation credits at their regular rate of pay for the position to which the member is permanently appointed or serving a trial term thereof. In the case of death, payment shall be made to the member's estate.

9.06 A member granted leave of absence without pay for a period in excess of two (2) consecutive pay periods shall cease to earn vacation credits commencing with the third pay period and continuing until they return to work.

9.07 A member absent because of non-occupational disability shall earn vacation credits in accordance with the following:

9.07.01 A member who is in receipt of Income Protection Benefits shall continue to earn vacation credits.

9.07.02 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.

9.08 If a permanent member is absent for thirteen (13) consecutive pay periods or more because of sickness and/or accident which occurred as a result of their employment and such absence is recognized as compensable by the Workers' Compensation Board, the member shall cease to earn vacation credits commencing with the fourteenth (14th) pay period and continuing until they return to work.

9.09 If an employee produces evidence within twenty-four (24) hours of their return to work, satisfactory to the City, proving that they were incapacitated to the extent which required the employee to be confined to residence or hospitalized, through non-occupational sickness and/or injury for a period of three (3) working days or more during their annual vacation, such whole period shall not be included in the employee's annual vacation entitlement, but shall be charged to the employee's sick pay entitlement, subject to the agreement of the City. The conversion of vacation to income protection will only be considered if the employee had reported the disability to the City during the period of confinement. Decisions on an employee request to convert vacation to Income Protection shall be copied to the Association.

9.10 All necessary and reasonable travel expenses, including food and lodging, actually incurred by a member of the Service in returning them from vacation to undertake any duty required of them during their annual 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 they are required to attend Court during the vacation period allotted to them, they shall have the responsibility of bringing these circumstances to the attention of the Chief of Police immediately upon being so advised.

9.11 A member on annual vacation shall be eligible for bereavement leave in accordance with the applicable bereavement leave provisions.

10 LEAVE OF ABSENCE

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

10.01 Bereavement Leave

10.01.01 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, in accordance with the following:

*10.01.01.01 When death occurs in the member's immediate family - that is, current spouse/benefit partner, parent, child (born or unborn) or ward – the member, on request, shall be excused for up to five (5) regularly scheduled consecutive working days without loss of pay at the employee's regular rate of pay. Such leave shall be taken within twelve (12) months of the death.

*10.01.01.02 When death of persons related as follows: grandparent, grandparent of current spouse/benefit partner, grandchild, guardian, parent of current spouse/benefit partner, sibling, sibling-in-law, child-in-law or a related dependent of the member, 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. Such leave shall be taken within twelve (12) months of the death.

10.01.01.03 Notwithstanding the above, where special circumstances exist, a member may request that Bereavement Leave be divided into two (2) periods within twelve (12) months of the death. Such a request is subjected to the approval of the Service. In no circumstances, however, shall an employee be eligible for more days off with pay than they would have been eligible to receive had the Bereavement Leave been taken in one (1) undivided period.

10.01.01.04 When death occurs involving a person related more distantly than those listed within this clause, paid bereavement leave of one-half day shall be granted upon request. Such leave shall be taken within twelve (12) months of the death. Upon demonstrating the need for additional time due to extenuating circumstances, this leave shall be extended up to one (1) day.

10.01.02 The term "extenuating circumstances" may include travelling time, shift schedule conflicts or such other reasons which may be applicable to the individual circumstances.

10.01.03 A member on leave of absence other than annual vacation leave shall not be eligible for bereavement leave.

10.02 Leave for Medical and Dental Appointments

A member who is obliged 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 they are 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.

10.03 Maternity/Parental Leave

Maternity leave, which is the voluntary leave relating to the birth of a child, shall be granted by the City in accordance with the following:

*10.03.01 To a pregnant employee who is either permanent or has been employed with the City for a period of at least ninety (90) days, upon their application to the Chief of Police. Except in unforeseen and unpredictable circumstances, should no application be made by the employee for maternity leave, the employee will be deemed to have resigned their position and the City will be under no obligation to provide future employment.

10.03.02 Except in the case of employees as stipulated below, maternity leave shall be without salary or sickness allowance, but the employee on such leave will not lose seniority.

10.03.03 Employees who are 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. Employees who are 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

The parent who gives birth 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 – one hundred percent (100%) of the member's gross earnings (normally the first six (6) weeks, which includes the two (2) week Employment Insurance waiting period); and

b) For the balance of the seventeen (17) week maternity leave period – one hundred percent (100%) 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, they shall be responsible for both employee and employer share of the cost.

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

*10.03.04 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 thirteen (13) weeks prior to the estimated date of delivery. If the employee is unable to perform the duties of their position or such alternative position which may be available, for which they are qualified, and in the absence of any valid, health-related disability attributable to the pregnancy, the employee shall be required to immediately commence maternity leave.

*10.03.05 Maternity leave shall be up to seventeen (17) weeks in duration, including any valid, health-related portion that may be encompassed during this period, which includes the one (1) week Employment Insurance waiting period. The parent who gives birth shall be granted up to sixty-one (61) additional weeks of unpaid parental leave, for a combined total of seventy-eight (78) weeks leave.

*10.03.06 An employee who is a member of the City's Disability Plans and who subsequently experiences a maternity complication related to the valid, health-related portion of their 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.

*10.03.07 Whenever the employee is absent for more than the approved period of maternity and parental leave, unless the absence is due to a maternity complication related to the valid, health-related portion of their pregnancy and is substantiated by medical evidence satisfactory to the City, the employee shall automatically be deemed to have terminated their employment when said period expires.

*10.03.08 An employee returning from maternity and parental leave within the approved period shall be given the same position, if available, or a comparable position, at the 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.

*10.03.09 Parental leave of up to sixty-two (62) weeks in duration for the parent who does not give birth or adoptive parents will be granted.

NOTE: For the purposes of this Section, the City's Disability Plans shall include the Income Protection Plan, Supplementary Unemployment Benefit Plan and Long Term Disability Plan.

"Valid health-related portion" shall mean that period of an eligible employee's pregnancy during which they are disabled (in accordance with the terms of the City's Disability Plans) and such disability is substantiated by medical evidence satisfactory to the City.

11 DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE

11.01 Purpose

The parties agree that the purpose of the dispute resolution and grievance procedure is to:

a) Achieve timely, fair and equitable resolutions to disputes and differences, ideally informally and closest to the individuals involved.

b) Encourage open, face-to-face dialogue between the persons affected by a dispute or difference.

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.

11.02 Definitions

A dispute is any problem, disagreement or difference involving employees, representatives of the Edmonton Police Service, or Senior Officers Association representatives.

A grievance shall be defined as any difference related to the application, interpretation, administration, operation or alleged contravention of the collective agreement and may be filed by either party to this collective agreement. A grievance shall be categorized as follows:

a) An individual grievance is a dispute affecting one (1) employee.

b) A group grievance is a dispute affecting two (2) or more employees.

c) A policy grievance is a dispute relating to a general policy, practice or application of the collective agreement and due to its nature is not properly the subject of an individual or group grievance.

11.03 Communication

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 Superintendent/Executive Director, Human Resources Division.

b) Any notice or advice which the Employer is required to give the Association in respect of any matter referred to herein shall be sufficient if delivered to the President or Vice-President of the Association or to an alternate person specified in writing in advance by the Association or if sent by registered mail.

11.04 Timelines

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) The parties can mutually agree, in writing, to extend the time limits outlined below.

11.05 Meetings

a) The 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 and grievance procedure, except where not reasonably possible, will be held during the normal working day with no loss of pay for a participating employee.

11.06 Informal Dispute Resolution

To promote the earliest possible resolution of disputes arising out of this collective agreement, prior to filing a grievance per Clause 11.07, the parties to the dispute or difference are encouraged to discuss the matter in an attempt to resolve the issue informally.

a) At any point during the informal resolution process either party may forego or end the informal resolution process. Either party may initiated a grievance per Article 11.07 *Steps in the Grievance Procedure*, within the prescribed timelines.

b) Informal dispute resolution is recommended however not mandatory.

c) Agreements reached at this stage are confidential and without prejudice to the legal or contractual rights of the parties.

11.07 Steps in the Dispute Resolution and Grievance Procedure

The parties agree to the following steps in the Dispute Resolution and Grievance Procedure

Step 1 - Consultation

a) A grievance shall be delivered by the grieving party to the other party, within thirty (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 incident giving rise to the dispute.

b) The grievance shall be in writing and shall specify the details of the dispute, the articles of the collective agreement that are alleged to have been violated and the desired resolution.

c) Within ten (10) days from the date the grievance was submitted, the parties will schedule a date to meet for the purpose of resolving the grievance. The meeting will be convened as quickly as possible involving representatives from Human Resources Division, the Association and the individuals directly involved in the dispute. The parties agree to engage in respectful dialogue, share information, explore interests and options, and attempt to seek a mutually acceptable resolution.

d) The party receiving the grievance will communicate a decision in writing within seven (7) days of the meeting.

e) Agreements reached at this stage are confidential and without prejudice to the legal or contractual rights of the parties.

Step 2 - Formal Review

a) The formal review stage does not apply to grievances filed by the Edmonton Police Service. Such grievances will proceed from consultation directly to arbitration if not resolved at consultation.

b) If a resolution to the grievance is not achieved at *Step 1 – Consultation* within ten (10) days of receiving the decision the Association may advance the grievance, in writing, to the Chief of Police (or their designate) with a copy to the Human Resources Division.

c) Within ten (10) days from the date the grievance was advanced, the Human Resources Division will schedule a date for a hearing with the Chief of Police (or their designate).

d) The Chief of Police (or their designate), will communicate their decision in writing within ten (10) days of the conclusion of the hearing.

e) Agreements reached at this stage are confidential and without prejudice to the legal or contractual rights of the parties.

Step 3 - Arbitration

a) If a resolution to the grievance is not achieved at *Step 2 - Formal Review* within ten (10) days of the date that the written decision to deny the grievance is communicated, either party may advance the grievance to arbitration by notifying the other party in writing.

b) The party referring a grievance to arbitration shall notify the other party of the details of the grievance, including the issues in dispute, the interest of the grieving party, the clause or clauses of the Collective Agreement which are alleged to have been violated, and the remedy requested.

c) Within five (5) days of the grievance being advanced to arbitration the parties shall attempt to agree on a Single Arbitrator to hear the grievance. In the event that the parties are unable to agree upon the selection of an Arbitrator, either party may contact the Government of Alberta, Labour Ministry Mediation Service to randomly appoint a Grievance Arbitration Arbitrator.

* d) Arbitration dates shall be determined within twenty (20) days of the appointment of the Arbitrator.

e) The Arbitrator shall hear and determine the grievance and shall issue an award in writing.

f) The arbitration award shall be governed by the terms and conditions of the Collective Agreement and the Arbitrator 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 Arbitrator's award shall be final and binding upon the parties.

i) Each party shall pay its own costs and expenses in connection with the arbitration and shall share equally the costs and expenses of the Arbitrator.

12 HEALTH AND WELFARE BENEFITS

Every member covered by this Agreement shall be bound by the conditions specified in the plans developed for the member's security as agreed upon by the City and the Association and shall be eligible for such benefits as are set forth in these plans which are attached as Part II.

13 SUPPLEMENTATION OF COMPENSATION AWARD

If a member is disabled on account of a compensable accident or illness which occurs as a result of their 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:

13.01 If a member is disabled on account of an accident or illness that occurs in the course of their 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 13.04, 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 13.04 hereof.

13.02 When a member is disabled, the City's supplementation payment described in 13.01 shall continue until such time as:

- the member returns to work;
- the member reaches the age of sixty-five (65) years;
- upon termination of employment; or
- until such time as earnings from alternate gainful employment together with any pensions, annuities and awards not personally contracted for by the member, payable to them, are equal to or greater than the net pay as defined in 13.07.04,

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.

13.03 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 Article 13, 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 their 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.

13.04 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 Article 13. 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.

13.05 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.

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

13.07 Definitions

The following definitions shall apply to all provisions of Article 13. Where a conflict exists between any of the definitions contained herein and the definitions in Section 3, "Definitions", the definitions contained herein shall apply.

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

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

13.07.03 “Disability Benefit” shall mean the Temporary Total or Partial payments made to disabled individuals as defined in the Regulations to the *Workers’ Compensation Act*.

13.07.04 "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.

13.07.05 "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 their disability and the income tax payable by the member after their 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.

13.07.06 "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.

13.07.07 "Regular rate of pay" shall mean the rate of pay established in Appendix I of this Agreement for the rank in which the member was permanently confirmed or serving the required probationary period at the time of their disability, provided that, if a member is at a pay level less than pay level IV at the date of disability, it will be deemed for the purpose hereof that progression toward attainment of pay level IV 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 or position as referred to in Appendix I.

*14 CLOTHING

Upon being appointed to a rank falling within the scope of this Agreement, each new member shall be issued a complete uniform kit, the maintenance of which will become the responsibility of the member.

Members shall receive an annual clothing allowance of one thousand three hundred fifty dollars ($1,350). Effective December 14, 2025, clothing allowance shall be reduced by eight hundred fifty dollars ($850), to five hundred dollars ($500) annually. If the member has not completed one (1) year of continuous service in a position coming within the scope of this Agreement, this allowance shall be prorated based on the amount of time spent in the position and any clothing allowance already paid to the member.

A member who has been

- on leave of absence without pay for thirty (30) consecutive calendar days or more, or
- absent due to non-occupational disability for a period of one hundred eighty (180) consecutive calendar days or more, or
- absent due to occupational disability for a period of three hundred sixty-five (365) consecutive calendar days or more

shall be paid clothing allowance proportionate to the number of months that the member was not absent for these reasons. If the member has already received payment for their full clothing allowance then the adjustment shall be made from the first subsequent clothing allowance for which the member is eligible.

*15 EMPLOYMENT

*15.01 The Chief of Police 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, or Permanent Resident, and is able to pass satisfactorily the prescribed medical examination. Appointed members will serve a probationary period of six (6) months.

**15.02 Experienced police officers 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 rate associated with Step 2 of the Inspector or Superintendent rank outlined in the Schedule of Wages. Such officers must be eligible for, or hold, an "honourable discharge" from their previous police service. Members hired as experienced police officers may also be given credit for their continuous years of eligible experience from a recognized police service towards their annual vacation leave accumulation rate. All other service related entitlements, including seniority will commence in the same manner as they do for an inexperienced new member.

*15.03 Members of the Edmonton Police Service holding the rank of Staff Sergeant shall be given the first opportunity for appointment to vacant or new Inspector positions coming within the scope of this Agreement. Members of the Edmonton Police Service Senior Officers' Association holding the rank of Inspector shall be given the first opportunity for appointment to vacant or new Superintendent positions coming within the scope of this Agreement. In the event that there are no suitable members within the rank from which appointments are normally made or from within the Edmonton Police Service, the Chief of Police shall have the right to appoint any person whom they deem suitable to fill such vacant position.

15.04 Employment of any member may only be terminated for just cause except where conditions of the service indicate that a reduction in the number of members in the Edmonton Police Service is necessary or where such termination is in accordance with the terms and conditions set forth in this Agreement or in health and welfare benefit plans established for the members' security.

15.05 Members promoted to the ranks of Inspector or Superintendent shall serve a six (6) month probationary period with confirmation in the rank upon satisfactory completion of the probationary period.

* 16 NEW RANKS AND RECLASSIFICATION OF EXISTING ROLES

*16.01 If the Edmonton Police Service undertakes organizational changes that result in the creation of a new rank or the reclassification of an existing role such that it no longer falls within the jurisdiction of the Senior Officers' Association, the Service shall enter into discussions with the Association as early as reasonably possible. A minimum of two (2) members of the Association's executive shall be part of these discussions. Participation in such discussions shall not constitute approval or endorsement by the Association. These discussions will be without prejudice and are not subject to the grievance procedure outlined in Article 11 of the collective agreement.

16.02 When a new rank is under consideration, for which the rate of wages is not stipulated in this Agreement, the Police Service will enter into discussions with the Association prior to implementation.

16.03 In the event that the Police Service creates a new rank coming under the jurisdiction of the Association, the rate of pay and working conditions of such rank shall be negotiated by the Police Service and the Association prior to the posting of a vacant position within the new rank.

16.04 If a satisfactory conclusion to negotiations has not been reached within fourteen (14) calendar days of the date of the notice by the City to the Association respecting the creation of said rank, the Service shall establish the rank and the rate of wages for the new rank. The rate of wages for the new rank shall still be a matter of negotiation between the Police Service and the Association, and the resultant rate of wages shall be retroactive to the date of the appointment.

17 ENHANCED SECURITY CLEARANCE

In accordance with Edmonton Police Service policies and procedures, the Service will conduct an enhanced security re-clearance for existing employees. Re-clearance will be completed at set intervals, or as required should the member apply for a position that would require a higher security clearance.

Prior to making any substantive changes to the Enhanced Security Clearance policies and procedures, the Service will first discuss the changes with the Association.

18 OBSERVANCE OF RULES AND REGULATIONS

18.01 Members shall observe all rules and regulations made for the government of the Edmonton Police Service.

18.02 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 shall prevail. Rules and regulations which enter into the scope of bargaining jurisdiction shall be negotiated.

19 INCAPACITY TO PERFORM REGULAR DUTIES

To ensure the health and safety of its members and the community they serve, the Edmonton Police Service has an obligation to ensure that members are fit and able to perform their duties.

19.01 If the Service has reasonable concern that a member is unable to safely perform their duties due to an illness or medical condition, the Service will take reasonable and necessary steps to inquire if this is the case. Such an inquiry will be managed by the Employee and Organizational Wellness Branch and the following will apply:

a) The Service will, as soon as reasonably possible, contact the Association on a confidential basis and advise them of the Service's concern regarding a member.

b) The Service may meet with a member and have an open and frank discussion with the member about the concern(s), including advising the member of Employee Assistance Program options. The Service will advise the member that they can have the Association attend the meeting should the member wish.

c) The Service may, if reasonable to do so, request the member provide the Service with confirmation from the member's primary health care provider that the member is medically fit and able to safely perform their duties. The member's primary health care provider will be provided with relevant information, including an outline of the Service's concerns. This cost of this medical confirmation will be paid for by the Service.

d) If a member refuses to meet with the Service or provide satisfactory confirmation from the member's primary health care provider, the Service shall provide the member with a final warning. The member will have seven (7) calendar days to comply with the final warning. If the member has still not met with the Service or provided the Service with satisfactory confirmation from the member's primary health care provider, the Service may then require the member to undergo an independent medical evaluation ("IME"). The physician performing the IME shall be appropriately qualified and selected by the Service. If an IME is directed, the member shall cooperate with reasonable requests made by the physician, including requests for relevant medical information. Following the examination, the physician shall provide an assessment of the member's fitness to perform their duties to the Service and a copy of the IME report will be provided to the member's physician.

19.02 During the inquiry the Service may take reasonable steps it deems necessary to mitigate any risks to the member, other members and/or the public. Such steps may include, but are not limited to, modifications to the member's duties, reassignment to a different role, and/or placement on leave with pay.

19.03 In the event that a member is partially incapacitated as a result of illness or injury, every effort shall be made to first employ this member in the Edmonton Police Service, and only elsewhere in the civic service if no reasonable accommodation can be found anywhere within the Service, as befits the case.

20 LEGAL EXPENSES AND INDEMNIFICATION

20.01 The City of Edmonton shall pay all reasonable legal 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 their duties as a Police Officer; and

b) such action did not constitute a gross disregard or neglect of their duties as a Police Officer.

20.02 Notwithstanding 20.01, where a member is a defendant in a civil action arising out of the ownership, use or operation of a police motor vehicle 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. The member must cooperate with the City of Edmonton Law Branch in the defence of the action.

20.03 The City of Edmonton shall indemnify and save harmless any member from any civil legal action, claim, cause or demand 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 their duties as a Police Officer, and provided that the member and their counsel reasonably cooperate with the Edmonton Police Service throughout the entire course of the action.

20.04 A member may be personally disciplined pursuant to the *Police Service Regulation* of the *Police Act*. Where a question arises as to 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 or Law Enforcement Review Board decision is obtained which rules that the discipline referred is not in accordance with the *Police Service Regulation* or *Police Act*, the City of Edmonton shall be responsible for the member's legal expenses and costs. In all other cases, the member will be responsible for all their attendant costs.

20.05 Provided the member's actions do not constitute gross disregard or neglect of their duties as a Police Officer, the Edmonton Police Service will provide legal counsel for any members summoned to attend at a hearing under the *Fatality Inquiries Act*.

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 legal 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 summoned member.

20.06 For greater certainty, the City of Edmonton shall not indemnify and save harmless a member from any action, claim, cause or demand whatever, or be responsible for any legal expenses or costs incurred by a member, arising from a grievance, complaints and all other matters governed by the Collective Agreement between the City of Edmonton and the Association or under the *Police Act*.

20.07 The provisions of Article 20 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.

20.08 The City of Edmonton shall have the right to tax all accounts for which it is responsible pursuant to the provisions of Article 20.

21 PENSIONS

21.01 Pension benefits and terms and conditions relative thereto are as set forth in the Special Forces Pension Plan. Members of the Association shall participate in this plan and make contributions by payroll deduction. The City shall pay (one point one percent (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.

22 TEMPORARY CHANGE OF DUTIES

22.01 The Service reserves the right to determine whether a temporary vacancy in a senior position is required to be filled.

Once such determination is made, a member relieving in the position of Deputy Chief shall receive a rate that is ten percent (10%) higher than the regular rate of pay for the member's existing position commencing with the first working day of such relief assignment.

When an Inspector III relieves a Superintendent the member shall receive ten percent (10%) higher than the regular rate of pay for the member's existing position commencing with the first working day of such relief assignment. An Inspector I or II relieving a Superintendent will receive remuneration at the Superintendent I level commencing the first working day of such relief assignment.

22.02 If a member:

a) relieves in a senior position;

b) or is promoted to a senior position; or

c) a combination of both (a) and (b) above

for one thousand forty-one (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 members shall be compensated on an annual basis in a lump sum to be paid on the first full pay ending 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.

23 EDMONTON CIVIC EMPLOYEES CHARITABLE ASSISTANCE FUND

A payroll deduction in the amount of one-quarter (¼) of one percent (1%) shall be made from the wages of all employees covered by this Agreement. Such deductions shall be on a bi-weekly basis and shall be forwarded to the Secretary Treasurer of the Fund at the end of each pay period, together with a list of employees from whom deductions have been made.

** 24 PROMOTIONS AND TRANSFERS

When vacancies occur at the Inspector or Superintendent rank, the parties agree that the process for staffing these vacancies, if it is determined by the Chief that they need to be filled, shall be managed in accordance with the following terms and conditions.

The parties agree that the goal of the selection process is to staff the vacant position with the most suitable candidate, taking into consideration qualifications, merit, fit, and organizational need.

All applications for promotion to Inspector or Superintendent shall be made through a selection process determined by the Chief, or designate. The Chief, or designate, will determine who advances through the process and who is selected.

Lateral transfers may occur as part of or outside the promotion process at the discretion of the Chief, or designate, based on organizational need. A member's expression of interest may be considered while making decisions on lateral transfers.

Members promoted to the ranks of Inspector or Superintendent shall serve a six (6) month probationary period with confirmation in the rank upon satisfactory completion of the probationary period.

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 they would have been eligible to participate in the Income Protection Plan shall not be eligible to participate in the Plan until they have returned to work for the City for a period of at least ten (10) consecutive working days. Return to work is defined as returning to active duty and regular hours of work, and excludes any paid or unpaid leaves of absence.

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 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.

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 their 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 they return 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 they return 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 accreditation 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 their regular position but is capable of performing modified or alternative policing duties for the 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 their regular position.

1.03.03 A member's eligibility for Income Protection benefits, including their 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 (1) 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 percent (75%) 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 Association.

Subject to approval by the Plan Administrator, a member who is receiving on-going 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

Return to work is defined as returning to active duty and regular hours of work, and excludes any paid or unpaid leaves of absence.

1.07.01 If a member returns to work after a period of disability and becomes disabled again within thirty (30) calendar days of their 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 their 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 their regular position but is capable of performing alternative policing duties and such alternative duties are offered to the member by the 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 A member engaged in any other employment or business activity while in receipt of short term disability, long term disability, or worker's compensation benefits, without the express written consent of the Plan Adjudicator and the Chief of Police may be rendered ineligible for any further benefits and/or subject to investigation in accordance with the appropriate discipline process.

2 LONG TERM DISABILITY PLAN

2.01 Waiting Period

A permanent or probationary employee who has not attained their normal retirement age and who has completed ninety (90) calendar days of continuous civic employment since the last date they 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 they would have been eligible to participate in the Long Term Disability Plan shall not be eligible to participate in the Plan until they have returned to work for the City for a period of at least ten (10) consecutive working days. Return to work is defined as returning to active duty and regular hours of work, and excludes any paid or unpaid leaves of absence.

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 their waiting period extended by the number of working days they were 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 their waiting period extended by the number of working days they were 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 their Income Protection benefits have expired.

2.03.01 A member's eligibility for Long Term Disability benefits, including their 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 that a member disputes the eligibility decision of the Plan Adjudicator, the member may request a review of the decision by:

- a single independent physician agreed to by the City/Service and the Association; or,
- where the City/Service and the Association do not agree to a single physician, 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 thirty (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 single independent physician or review panel shall review the record relied on by the Plan Adjudicator in making its decision and either affirm or reverse the eligibility decision. The decision of the single independent physician or the majority of the review panel members shall be final and binding on the member, the Plan Adjudicator, the City/Service and the Association.

The cost of the single independent physician or 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, they are completely unable to perform the duties of their regular position or alternative policing duties which are made available by the 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 their 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 their 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 their normal retirement age sixty-five (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.

2.06.06 The date the member resigns from the employ of the City.

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 they were 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 five thousand dollars ($5,000). 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 their 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 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 percent (5%).

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, Alberta Health Care Plan and Health Care Spending Account 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 thirty (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 or 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".

Long Term Disability benefits payable in conjunction with an approved program of rehabilitative training and/or employment shall be payable for a maximum period of twenty-four (24) months, unless an extension of such rehabilitation period is approved by the Plan Adjudicator.

The rehabilitative employment and/or training may include one or more of the following activities:

2.12.01 employment in a non-policing occupation which is compatible with the nature of the disability and the medical prognosis or

2.12.02 participation in a formal secondary, vocational or post-secondary training program or

2.12.03 such other arrangements which are judged by the City/Service to be in the best interests of the member, the City/Service and the Plan.

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 percent (50%) of the amount by which the member's regular rate of pay on the date they 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 they 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 their regular rate of pay on the date they 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, they 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 their regular rate of pay on the date they 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 percent (50%) of the amount by which the member's bi-weekly rate of pay on the date they 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 they 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 their participation in the City's Alberta Health Care Plan, Supplementary Health Care Plan, Dental Plan and Group Life Insurance Plan unless they have 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, Group Life Insurance Plan or applicable pension plans is continued in accordance with this section, it is specifically provided that their 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, whichever occurs first.

2.14.05 A member engaged in any other employment or business activity while in receipt of short term disability, long term disability, or worker's compensation benefits, without the express written consent of the Plan Adjudicator and the Chief of Police may be rendered ineligible for any further benefits and/or subject to investigation in accordance with the appropriate discipline process.

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 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

Return to work is defined as returning to active duty and regular hours of work, and excludes any paid or unpaid leaves of absence.

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 their 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 their 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 PAY-OUT

3.01 Upon retirement to pension immediately following their 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 their 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 their 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 pay-outs which are established for members shall be retained by the City until payment is made to the member. Such lump sum pay-outs 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 they 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 percent (50%) of the premium and the member shall pay fifty percent (50%) 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 members 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 PLAN

A probationary employee who has completed ninety (90) calendar days of continuous employment with the City since the last date they 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 percent (50%) of the premium by payroll deduction and the City shall pay fifty percent (50%) 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 they commenced employment as a probationary employee with the City, or a permanent employee, shall be a member of the Supplementary Health Care Plan unless they are 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 after a Life Event.

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

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

Upon early retirement to a full or partial pension resulting from their 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 share) on a monthly basis.

Coverage for the member participating in the plan terminates on:
- the retiree's sixty-fifth (65th) birthday, or
- the ninety-first (91st) day the retiree ceases to be resident of the province and is no longer eligible for Alberta Health Care, or
- the date the retiree opts out of the Supplementary Health Care plan due to a life event, whichever occurs first.

Coverage for the dependent spouse participating in the plan terminates on:
- their sixty-fifth (65th) birthday (if before retiree's sixty-fifth (65th) birthday), or
- the retiree's sixty-fifth (65th) birthday, or
- the date the retiree opts out of the Supplementary Health Care plan due to a life event, whichever occurs first.

This Plan shall provide benefits to members and eligible dependents of members in accordance with the following:

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 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 (1) 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 ($40.00) per day, whichever is lower.

6.02 Major Medical Benefits

This Plan will pay eighty percent (80%) of the 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 which are purchased on a written prescription of a physician or dentist and dispensed by a licensed pharmacist. Proprietary or patent medicines or drugs which 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 Fees (excluding Inventory Allowance)
0 - $74.99	$6.25 (@ 80% - $5.00 reimbursement)
$75 - $149	$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 ($2,000.00) 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 ($2,000.00) 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 their 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 ($1,000.00) per calendar year for the services of a clinical psychologist engaged in the treatment of a mental or emotional illness of a member or their 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 ($2,500.00) 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 eighty percent (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 (1) such machine in each five (5) 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.

6.02.08 The Plan shall pay a maximum of one thousand dollars ($1,000.00) per calendar year for services rendered by a qualified physiotherapist.

6.02.09 The Plan shall pay a maximum of two thousand dollars ($2,000.00) 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 ($500.00) 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 ($500.00) per calendar year for acupuncture services, provided it is administered as a pain reliever or anaesthetic. 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 ($2,500.00) 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 ($80.00) per covered person in any two (2) consecutive calendar year periods 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 five thousand dollars ($5,000.00) per year for insulin pumps and supplies (excluding transmitters and sensors). Submitted eligible expenses shall be eighty percent (80%) paid for by the Plan.

6.02.15 The Plan shall pay a maximum of one thousand dollars ($1,000.00) per year for massage therapy claims. Submitted eligible expenses shall be eighty percent (80%) paid for by the Plan.

6.02.16 The Plan shall pay a maximum of three hundred fifty dollars ($350.00) once in each two (2) 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 received 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 received 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 purpose of adjudicating eligibility for major medical benefits, effective January 1, 2024, the City will accept medical documentation from a licensed Nurse Practitioner for benefits that currently require a written prescription from a physician, as outlined in the Collective Agreement. Medical documentation will only be accepted from a licensed Nurse Practitioner when the assessment of the need for a prescribed product and/or service falls within the licensed Nurse Practitioner's scope of practice.

6.05 For the purposes of this Plan, the following definitions will apply:

6.05.01 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.

6.05.02 PHYSICIAN

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

6.05.03 MENTAL HOSPITAL

An accredited psychiatric hospital as recognized by the 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.

* 6.06 Health Care Spending Account

The City agrees to a Health Care Spending Account, as follows:

- Each active, full-time member of the Edmonton Police Service Senior Officers' Association will be provided with a Health Care Spending Account in the amount of one thousand four hundred seventy-five dollars ($1,475.00) per year. Effective December 14, 2025, the Health Care Spending Account shall be increased by eight hundred fifty dollars ($850) annually. Thereafter, each eligible permanent full-time employee will be provided with a Health Care Spending Account in the amount of two thousand three hundred twenty-five dollars ($2,325) per year commencing the first pay period of each year.
- At plan year-end, unused Health Care Spending Account credits may be rolled over to the next year, but must be used within the next twelve-month period to avoid forfeiture.
- The eligible list of reasonable and customary expenses to be included in the Health Care Spending Account will be developed and reviewed by the parties.
- Expenses may be submitted to the Health Care Spending Account, only after all sources of other reimbursement have been accessed.
- All provisions of the plan will comply with Revenue Canada's requirements for Health Care Spending Accounts.
- The City will prepare communication material outlining the terms and conditions of the plan for all affected employees.

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 they 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 percent (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 anaesthesia, 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 (re-cementing 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 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).

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.

7.05 In this Plan, the percentage 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 current Alberta Blue Cross Usual and Customary 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 they wish 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 dependent 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 charges:

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 for tooth implants to a maximum of one thousand two hundred fifty dollars ($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 their 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 services or supplies intended for sport or home use, such as mouth guards; 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 A member who retires prior to their normal retirement age may continue participation in the Dental Plan by paying the full premiums (City and employee portions) on a monthly basis.

Coverage for the member participating in the plan terminates on:

- the retiree's sixty-fifth (65th) birthday, or
- the ninety-first (91st) day the retiree ceases to be a resident of the province and is no longer eligible for Alberta Health Care, or
- the date the retiree opts out of the Dental Plan due to a life event, whichever occurs first.

Coverage for the dependent spouse participating in the plan terminates on:
their sixty-fifth (65th) birthday (if before retiree's sixty-fifth (65th) birthday), or

- the retiree's sixty-fifth (65th) birthday, or
- the ninety-first (91st) day the dependent spouse ceases to be a resident of the province and is no longer eligible for Alberta Health Care, or
- the date the retiree opts out of the Dental Plan due to a life event, 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 ninety (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 one hundred percent (100%) of the premium costs of such insurance.

** 8.03 The 30 Day Emergency Medical Travel Plan coverage commences the moment the employee leaves the province of Alberta.

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 GENERAL APPLICATION OF PLANS

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

10.01 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 their 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 their 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.

10.01.01 If liability between the member or their 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 the member's dependent. The member or the member's 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.

10.01.02 The City may exercise its Subrogation Rights by bringing an action for recovery in the name of the member or their 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 percent (15%) of the amount recovered on behalf of the City.

10.01.03 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.

10.02 Limitations and Exclusions

10.02.01 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 for which there is no cost to the member or their dependent because of other insurance against such cost, which has not been personally contracted for by the member.

10.02.02 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.

10.02.03 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:

10.02.03.01 committing or attempting to commit an indictable offence;

10.02.03.02 intentional self-inflicted injury or illness;

10.02.03.03 participation in a riot or civil insurrection;

10.02.03.04 war, whether declared or undeclared;

10.02.03.05 working for gain other than under an approved rehabilitation program;

10.02.03.06 active duty with any armed force;

10.02.03.07 drug or alcohol abuse unless and only during the time the member is receiving treatment under a Rehabilitative Program approved by the City;

10.02.03.08 reasons other than personal illness or injury;

10.02.03.09 an occupational illness or injury recognized by the Workers' Compensation Board;

10.02.03.10 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;

10.02.03.11 injury or illness for which the member is not fulfilling any treatment process prescribed by the Plan Adjudicator.

10.02.04 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.

10.02.05 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.
   iii) 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.

   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), ii) or iii) 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.
   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 disability and who are chiefly dependent on the member for financial support, conditional upon:

Medical evidence provided of the dependent child's incapacitation;

Evidence the member claims the child as a dependent on their tax return, confirmed annually;

Evidence the member's dependent child has applied for the Severely Handicapped (AISH) benefits.

Once the member has satisfied the conditions outlined above, coverage shall be extended under the City's group health and dental benefits. It is agreed that if the member's dependent child is approved for AISH benefits, all eligible benefit expenses will first be adjudicated for coverage under the AISH plan. Any remaining expenses may then be submitted for adjudication to the City's health and dental benefit plans.

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.

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

10.02.06 LIFE EVENT

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

- Marriage or cohabitation with a common-law spouse for a continuous one (1) 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.

10.03 Validation of Claims

10.03.01 A member shall complete and submit any form, and perform any reasonable obligation required of them 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 them, any benefits and rights provided by these plans shall be suspended for the period that the member so refuses.

10.03.02 The City of Plan Adjudicator may require that, in order to qualify for Income Protection Benefits or Long Term Disability, the member provide medical information in the form provided by the City, completed and signed by a qualified physician, in such a manner and at such time as may be determined by the City or Plan Adjudicator. When the City or the Plan Adjudicator require such medical information, that information shall include the following:

- the general nature of the illness or injury;
- confirmation there is a treatment plan and the member is compliant with the plan;

- the specific manner(s) in which the member is limited from performing the various aspects of their employment responsibilities;
- an indication of what, if any, modified duties the member is capable of performing;
- an estimated duration of the absence; and
- other reasonable information that may be requested.

The member shall provide updated medical information upon reasonable request by the City or Plan Adjudicator, but at least prior to the estimated expiration of the absence for as long as the member remains on Income Protection Benefits or Long Term Disability.

If the medical information provided is not satisfactory to the City or Plan Adjudicator to qualify for Income Protection Benefits or Long Term Disability, the City or Plan Adjudicator will provide the member with a final opportunity to provide satisfactory medical information from the member's physician. The City or Plan Adjudicator may cover reasonable costs associated in providing additional medical information. The member will have seven (7) calendar days to provide the information. If the medical information provided is not satisfactory to the City or Plan Adjudicator, the City or Plan Adjudicator may require the member to undergo an independent medical evaluation (IME). The physician performing the IME shall be appropriately qualified and selected by the City or Plan Adjudicator. If an IME is directed, the member shall cooperate with reasonable requests made by the physician, including requests for relevant medical information. Following the examination, the physician shall provide an assessment of the member's fitness to perform their duties to the City or Plan Adjudicator and a copy of the IME report will be provided to the member's physician.

10.03.03 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:

10.03.03.01 the submission of receipts for drugs prescribed during the illness or injury (such drugs to be subject to verification as appropriate);

10.03.03.02 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;

10.03.03.03 completion of a medical assessment by a medical authority appointed by the City or Plan Adjudicator;

10.03.03.04 such other processes as may be necessary to validate the claims.

10.03.04 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 their position, in order to be eligible to return to work.

10.03.05 An employee/member shall be responsible for ensuring the accuracy and validity of all claims.

10.04 Benefits Entitlement During Leaves of Absence

10.04.01 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 the 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.

10.04.02 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.

10.05 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.

11 ADMINISTRATION OF PLANS

11.01 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.

11.02 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 their entitlement and shall allocate such funds to the appropriate Plan.

11.03 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.

11.04 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 appeals.

APPENDICES

Appendix I – Schedule of Wages

				for 2024			for 2025		
				Effective December 31, 2023 3.50%			**Effective December 15, 2024 3.75%**		
Job Code	Rank	Step	Salary Grade	Annual	Bi-Weekly	Hourly	Annual	Bi-Weekly	Hourly
982	Superintendent - 25 Years	4	001	$224,775.29	$8,612	$107.651	$233,204.54	$8,935	$111.688
982	Superintendent	3	001	$218,233.58	$8,361	$104.518	$226,416.46	$8,675	$108.437
982	Superintendent - 25 Years	2	001	$214,888.61	$8,233	$102.916	$222,946.20	$8,542	$106.775
982	Superintendent	1	001	$208,628.78	$7,993	$99.918	$216,452.52	$8,293	$103.665
1412/3426	Inspector - 25 Years	6	006	$203,767.92	$7,807	$97.590	$211,410.00	$8,100	$101.250
1412/3426	Inspector	5	006	$197,838.00	$7,580	$94.750	$205,256.66	$7,864	$98.303
1412/3426	Inspector - 25 Years	4	006	$195,002.50	$7,471	$93.392	$202,314.67	$7,752	$96.894
1412/3426	Inspector	3	006	$189,321.05	$7,254	$90.671	$196,420.25	$7,526	$94.071
1412/3426	Inspector - 25 Years	2	006	$188,360.57	$7,217	$90.211	$195,424.27	$7,488	$93.594
1412/3426	Inspector	1	006	$182,873.30	$7,007	$87.583	$189,730.30	$7,269	$90.867

Appendix I – Schedule of Wages

				for 2026			for 2027		
				Effective December 14, 2025 3.30%			**Effective December 13, 2026 3.75%**		
Job Code	Rank	Step	Salary Grade	Annual	Bi-Weekly	Hourly	Annual	Bi-Weekly	Hourly
982	Superintendent - 25 Years	4	001	$240,900.97	$9,230	$115.374	$249,934.76	$9,576	$119.701
982	Superintendent	3	001	$233,888.20	$8,961	$112.015	$242,659.01	$9,297	$116.216
982	Superintendent - 25 Years	2	001	$230,303.42	$8,824	$110.299	$238,939.80	$9,155	$114.435
982	Superintendent	1	001	$223,594.99	$8,567	$107.086	$231,979.80	$8,888	$111.101
1412/3426	Inspector - 25 Years	6	006	$218,386.06	$8,367	$104.591	$226,575.53	$8,681	$108.513
1412/3426	Inspector	5	006	$212,030.65	$8,124	$101.547	$219,981.80	$8,428	$105.355
1412/3426	Inspector - 25 Years	4	006	$208,991.91	$8,007	$100.092	$216,829.11	$8,308	$103.845
1412/3426	Inspector	3	006	$202,902.86	$7,774	$97.176	$210,511.72	$8,066	$100.820
1412/3426	Inspector - 25 Years	2	006	$201,873.27	$7,735	$96.683	$209,443.52	$8,025	$100.308
1412/3426	Inspector	1	006	$195,991.59	$7,509	$93.866	$203,341.27	$7,791	$97.386

Administrative Principles

1. Positions allocated to the Superintendent rank are considered to be of similar scope and complexity.
   Superintendents shall be paid at Pay Level I on entry and progress through subsequent levels on an annual basis subject to satisfactory performance.
   Inspectors shall be paid at Pay Level 1 on entry, and progress through subsequent levels on an annual basis subject to satisfactory performance.
2. A Staff Sergeant relieving an Inspector will receive remuneration at the Inspector I level.

Letters of Understanding and Addenda

Letters of Understanding

between

THE CITY OF EDMONTON

A Municipal Corporation

(hereinafter called the "City")

of the First Part

- and -

EDMONTON POLICE SERVICE SENIOR OFFICERS' ASSOCIATION

of the City of Edmonton, in the Province of Alberta

(hereinafter called the "Association")

of the Second Part

The attachments to the 2024 - 2027 collective agreement are individual documents

LETTERS OF UNDERSTANDING

** #1 Updating of Article 9 Accidental Death Plan

ADDENDA

#1 Specialized Grievance and Arbitration Mechanisms Pursuant to The Duty to Accommodate Framework Agreement

Letter #1

** 1 UPDATING OF ARTICLE 9 ACCIDENTAL DEATH PLAN

In recognition that the current language in Article 9, Accidental Death Plan is out of date, and that the parties have a desire to move to a 50/50 cost shared plan;

The parties agree to work together to enter into a new joint Accidental Death Plan which will be cost shared 50% / 50% and will be effective for the next collective agreement.

The City of Edmonton agrees that for the remainder of the current collective agreement (2024 to 2027) they shall be solely responsible for the costs of the current ADD plan.

This Letter of Understanding will expire at the end of the current term of the Collective Agreement or December 11, 2027 whichever comes first.

Addenda

TO THE COLLECTIVE AGREEMENT

between

THE CITY OF EDMONTON

A Municipal Corporation

(hereinafter called the "City")

of The First Part

- and -

EDMONTON POLICE SERVICE SENIOR OFFICERS' ASSOCIATION

of the City of Edmonton, in the Province of Alberta

(hereinafter called the "Association")

of The Second Part

Addendum #1

1 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 Addendum.

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 clause 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 clause 2.4, and unless clauses 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 clause 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 Police Service Superintendent or Executive Director of Human Resources.

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 from the City's arbitration roster 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 clause 4.2 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 11-Grievance Procedure, clauses 11.07 through 11.14, following the first meeting referred to in clause 4.2 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 clause 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 list of Framework Agreement arbitrators, either with the agreement of the Service and the Association, or on the basis of the rotation provided for in the Framework Agreement.

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 the letter of understanding, the arbitrator or arbitration board may direct the parties to pursue the matter in accordance with the provisions of this Letter of Understanding.

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 Letter of Understanding 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 Letter of Understanding 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 Letter of Understanding until the decision of the roster member is received.

SIGNED this 24th day of March 2026, A.D.

THE EDMONTON POLICE SERVICE
SENIOR OFFICERS' ASSOCIATION

Lance Parker
President, Superintendent Lance Parker

THE CITY OF EDMONTON

Andrew Knack
Mayor, Andrew Knack

Aileen Giesbrecht
City Clerk, Aileen Giesbrecht

Witnessed By

Michael Henry
Senior Negotiator, Michael Henry