




**CERTIFICATE**

I certify that the attached document, comprising 77 pages, is a true copy of the COLLECTIVE AGREEMENT between THE CITY OF EDMONTON and THE EDMONTON POLICE ASSOCIATION. Duration: January 28, 2001 to December 28, 2002

**SIGNED AND SEALED**

February 28<sup>th</sup>, 2001

  
\_\_\_\_\_  
David Edey  
City Clerk

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# COLLECTIVE AGREEMENT

between

**THE CITY OF EDMONTON**

- and -

**THE EDMONTON POLICE ASSOCIATION**

Duration: January 28, 2001 to December 28, 2002

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LETTER OF UNDERSTANDINGS

- #1 – Legal Advice
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- #3 – Supplementary Health Care Plan Deductible
- #4 – Supplementary Health Care Plan, Article 6.02.
- #5 – Dental Plan

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- #1 - Part-Time Call Evaluators - Communications Centre
- #2 - Compressed Work Week
- #3 - Job Sharing of Constable Positions

NOTES:

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

# COLLECTIVE AGREEMENT

between

## THE CITY OF EDMONTON

A Municipal Corporation  
(hereinafter called the "City")

Of The First Part

- and -

## THE EDMONTON POLICE ASSOCIATION

of the City of Edmonton, in the Province of Alberta  
(hereinafter called the "Association")

Of The Second Part

### 1. AMENDMENT AND TERMINATION

WITNESS that this Agreement shall become effective upon the first day of the pay period following ratification by the parties and shall continue in force and effect beyond the expiration date from year to year thereafter unless terminated by written notice from either party to the other not more than 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.

\* The duration of this Agreement shall be for the period from January 28, 2001 to December 28, 2002. All items shall come into force and effect on the above-specified commencement date, unless otherwise specified in this Agreement.

### 2. SCOPE

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

### 3. DEFINITIONS

#### 3.01. Average Daily Hours of Work

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

3. DEFINITIONS

3.02. Calendar Day

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

3.03. Calendar Days

“Calendar Days” shall mean consecutive days including working days and off days.

3.04. Calendar Week

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

3.05. Calendar Year

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

3.06. Call-Out

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

3.07. Chief of Police

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

3.08. Class

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

3.09. Continuous Employment

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

3.10. court

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

3.11. Court Time

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

3. DEFINITIONS

3.12. Division

“Division” shall mean a Division as established in the **organization** of the Edmonton Police Service.

3.13. Interpretations

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

3.14. Member

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

3.15. Member (applicable to Part II)

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

3.16. Monthly Salary

“Monthly Salary” when used herein shall mean:

**Bi-weekly** pay at regular rate of pay X  $\frac{26.1}{12}$  = Monthly Salary

3.17. Off Days

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

3.18. Police Commission

“Police Commission” means the Commission as set out in the City of Edmonton Bylaw No. **4138**.

3.19. Police Force

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

3.20. Position

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

### 3. DEFINITIONS

#### 3.21. Regular Hourly Rate of Pay

“Regular Hourly Rate of Pay” shall be arrived at by taking the “Regular Rate of Pay” as defined in 3.22. and which is expressed as a **bi-weekly** dollar value and dividing that dollar value by eighty **(80)**.

#### 3.22. Regular Rate of Pay

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

#### 3.23. Senior Constable

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

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

#### 3.24. Vacation Credits

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

#### 3.25. Watch

“Watch” shall mean a scheduled tour of duty consisting of eight **(8)** hours.

3.25.01. “First Watch” shall mean a watch, the major portion of which falls between **24:00** hours and **08:00** hours.

3.25.02. “Second Watch” shall mean a watch, the major portion of which falls between **08:00** hours and **16:00** hours.

3.25.03. “Third Watch” shall mean a watch, the major portion of which falls between **16:00** hours and **24:00** hours.

3.25.04. Where a watch falls equally within two **(2)** of the above mentioned time periods, that watch shall be determined by the time period in which it commenced.

#### 4. ASSOCIATION - SECURITY

##### 4.01. Recognition

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

##### 4.02. No Discrimination

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

##### 4.03. Check-Off of Association Dues

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

##### 4.04. Notices

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

#### 5. WORKING CONDITIONS

##### 5.01. Hours of Work

5.01.01. The regular hours of work shall be eight **(8)** hours per day, including thirty **(30)** minutes for lunch and including reporting time, for **five (5)** days per week. Insofar as it is reasonable and practicable, the regular hours of work shall be consecutive.

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

5.01.03. Members shall be advised of any change in their scheduled watch prior to the **expiry** of the watch preceding the change. In the event that a member's watch is changed contrary to the provisions of **5.01.03.**, and he works such watch, he shall be paid at the applicable overtime premium for those hours worked which are outside of his scheduled watch.

5.01.04. The Chief of Police shall reserve the right to call to duty any member at any time and that member shall be paid according to the provisions **of** this Agreement.

## 5. WORKING CONDITIONS

### 5.02. Off Days

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

### 5.03. Overtime

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

5.03.02. Members shall be required to attend all necessary drills, classes of instruction, physical training classes and annual inspection parades as ordered by the Chief of Police, except that members over forty-five (45) years of age shall be excused from such drills and physical training. Attendance at such, at a time outside the member's regular watch, shall be paid for at overtime rates, except for recruits during their initial training and for recruits who have failed to achieve adequate grades during training and may be required to take additional hours of instruction at any time during their probationary period as designated by the Chief of Police. Attendance at such additional hours of instruction outside the recruits' regular watch shall not be credited to the recruit for off time or pay.

5.03.03. Members who act as staff instructors shall do so on a voluntary basis. Members who act as staff instructors during their off duty hours shall receive not less than two (2) hours' pay at the applicable premium or pay at the applicable premium for actual time worked, whichever is greater.

5.03.04. A member who works beyond his eight (8) hour watch up to and including fifteen (15) minutes following termination of such watch shall not receive any payment on account of such overtime and from and including the sixteenth minute after the eight (8) hour watch to and including the thirtieth minute, the member shall be paid one-half (½) hour overtime. Likewise, a member who works from and including the **thirty-first** minute to and including the forty-fifth minute following his eight (8) hour watch shall only receive one-half (½) hour overtime and from and including the forty-sixth minute to and including the sixtieth minute following his eight (8) hour watch, the member shall be paid one (1) hour overtime, and so on from half hour to half hour.

### 5.03.05. Call-Out

Any member who is called out for work outside his watch, but not immediately preceding it, shall receive not less than five (5) hours' pay at his regular rate of pay, or pay at the applicable premium for the actual time worked, whichever is greater. Calls within two (2) hours of each other shall be considered as one call for the purpose of computing minimum pay for a member called out. This clause shall not prejudice other conditions set forth in this Agreement covering **specified** off duty assignments.

### 5.04. Pay for Work on Off Days

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

5. WORKING CONDITIONS5.05. Pay for Work on Statutory Holidays

5.05.01. Members required to work on a **recognized** statutory holiday for which they are eligible shall either be paid according to the procedures set forth in 5.03.04. at two (2) times their regular rate of pay for such hours worked or shall be paid in accordance with 5.03.05., whichever is greater.

5.05.02. A member required to work a watch the major portion of which falls between 16:00 hours and 24:00 hours on Christmas Eve and/or New Year's Eve shall receive two and one-half (2½) times the regular hourly rate of pay assigned his rank for said watch, however, a member may, at the discretion of the Chief of Police, be excused from such duty without loss of regular pay.

5.06. Court Time

5.06.01. Upon the application of a member detailed for first watch duty and who is required to attend both forenoon and afternoon sessions at Court on the same calendar day, such member, when practicable, shall be granted the watch preceding or following such sessions off and eight (8) hours shall be deducted from his accumulated time. After attendance at Court, such member will be credited with appropriate court time.

5.06.02. Upon the application of a member detailed for third watch duty and who is required to attend both forenoon and afternoon sessions at Court on the same calendar day, such member, when practicable, shall be relieved from duty for said watch and eight (8) hours will be deducted from his accumulated time. After attendance at Court, such member will be credited with appropriate court time.

5.06.03. When a member is required to and does attend Court to carry out his duty as a witness during hours other than those of his watch, he shall be allowed equivalent court time credit but not less than four (4) hours for each such attendance, provided that no member shall be credited for more than one Court appearance in the forenoon and one in the afternoon of any one calendar day, provided, however, that where such attendance or **attendances** commence during the one (1) hour immediately preceding his watch or are completed within one (1) hour immediately following his watch, he shall be paid at the specified overtime premium for the interval between the scheduled commencement time of the appearance and the commencement of his watch or between the termination of his watch and the completion time of his Court appearance, as the case may be.

5.06.04. On a day a member finished his last watch at or between 02:00 hours and 08:00 hours, the minimum court time credit allowed for one Court appearance (a.m. or p.m.) shall be five (5) hours. If a member attends Court as a witness in the forenoon and afternoon of the same calendar day, he shall be credited with ten (10) hours.

5.06.05. On one of a member's off duty days, the credit allowance for one Court appearance (a.m. or p.m.) shall be eight (8) hours. If a member attends Court as a witness in both the forenoon and afternoon of the same off duty day, he shall be credited with sixteen (16) hours.

5.06.06. It shall be the duty of members to attend any Court when required. If any prescribed witness fee is payable for such attendance, the same shall be remitted to the City.

5. WORKING CONDITIONS5.06. Court Time

- 5.06.07. Members shall receive a minimum of eight (8) hours' notice of a cancellation or change in a Court appearance. In the event that a member does not receive the above notice and upon appearing at Court finds the session has been cancelled or **re-scheduled**, he shall receive the appropriate minimum court time credit allowed for one Court appearance (morning or afternoon).
- 5.06.08. Court sessions shall be credited as forenoon (a.m.) or afternoon (p.m.) in accordance with the following:
- 5.06.08.01. A Court attendance shall constitute a forenoon (a.m.) session when a member attends a Court session which commences in the forenoon (a.m.) and adjourns at or prior to 12:30 p.m.
- 5.06.08.02. A Court attendance shall constitute an afternoon (p.m.) session when a member attends a Court session which commences in the afternoon (p.m.).
- 5.06.08.03. A Court attendance will constitute a forenoon (a.m.) and afternoon (p.m.) Court appearance when a member attends a Court session which commences in the forenoon and adjourns after 12:30 p.m.
- 5.06.09. Where a member is required by subpoena to attend and give evidence in a Court more than  
\* forty (40) kilometers outside of the City, the following provisions shall apply:
- 5.06.09.01. If the member's trip is during the course of scheduled weekly hours, the member will receive straight-time rate but will be relieved of normal duties for at least eight (8) hours prior to the commencement of his trip and at the conclusion of his trip.
- 5.06.09.02. In order to accommodate 5.06.09.01., there will be no penalty for the employer for any shift change required to relieve the member of duties prior to and after his trip.
- 5.06.09.03. 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 will there be 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.
- 5.06.09.04. The member will receive per diem allowances for meals and expenses (including commercial transportation expenses) as per the current City Policy.
- 5.06.09.05. \*\* If the member's trip involves a day of scheduled weekly leave, then the member will receive twice his eight (8) hour rate for each scheduled weekly leave day involved.
- 5.06.09.06. The Chief may **authorize** a member to **utilize** his private vehicle in lieu of commercial travel and the member shall be reimbursed in accordance with City Policy.

**5. WORKING CONDITIONS****5.06. Court Time**

**5.06.10.** 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** his 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.

**5.06.11.** \* A member, who is in receipt of disability benefits from the Income Protection Plan, will remain on his normal schedule and if required to attend Court sessions as a witness, shall be compensated in accordance with the provisions of **5.06**. A member who is in receipt of disability benefits from the Long Term Disability Plan is not entitled to Court Time benefits. A member who has been receiving Workers' Compensation benefits will remain on his normal schedule and if required to attend Court sessions as a witness, shall be compensated in accordance with the provisions of **5.06**.

**5.06.12.** A member, who is on voluntary leave of absence, and is required to attend Court sessions as a witness, shall be considered to be on second watch and shall receive four (**4**) hours' pay at his regular rate of pay for each forenoon or afternoon Court session attended, subject to Articles **5.06.08.01.** and **5.06.08.02.**

**5.07. Temporary Change of Duty**

When a member relieves in a senior position in the Service to periods which accumulate eight (**8**) hours or more during any two (**2**) consecutive pay periods, he shall receive the regular rate of pay of the senior position while acting in such capacity. In instances where multiple rates have been assigned to the position to be relieved, the relieving member shall receive a rate within the assigned range which allows for a minimum of the next higher rate established within Appendix I.

**5.08. Watch Differential**

Those members who work a watch one-half ( $\frac{1}{2}$ ) or more of which falls between **16:00** and **24:00** hours shall receive a watch differential of eighty (**80**) cents per hour.

Those members who work a watch one-half ( $\frac{1}{2}$ ) or more of which falls between **24:00** and **08:00** hours shall receive a watch differential of eighty (**80**) cents per hour.

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

**5.09. Gaol Duty**

\* A member assigned to duty at the gaol shall receive a premium of twenty-five dollars (**\$25.00**) monthly for each calendar month, or a proportionate amount thereof for periods less than a calendar month.

## 5. WORKING CONDITIONS

### 5.10. Standby Pay

\*\* Effective July 1, 2001, up to six eligible members in **specialized** sections in the Edmonton Police Service (two in Homicide, and one in each of the following sections: Sexual Assault, Child Protection, Gang Unit, and Vice Unit) may be eligible for standby pay. Eligible members held on standby, as assigned by the Edmonton Police Service, shall be paid for standby service on the following basis:

- Commencing on a working day, for standby service from evening to morning - one hour's pay at the member's regular rate of pay
- Scheduled days off and 'not-required' on a statutory holiday - two hours' pay at the members regular rate of pay

### 5.11. Church Parades

Members shall not be compelled to attend Church parades.

### 5.12. Accumulated Time

A member, who earns court time, overtime worked, work on statutory holidays, days in lieu of statutory holidays falling on off days, and statutory holidays falling during periods of annual vacation, shall be paid at the appropriate rate of pay for such time, except that a member may elect that such hours be accumulated in accordance with the following:

5.12.01. \* Members may accumulate up to a maximum of **320** hours. This maximum includes the carry-over from the previous payroll year and all hours accumulated from the start of the year. This maximum does not change with any interim usage of those hours. (Example: A member who starts the new payroll year with **80** hours may only accumulate another **240** hours during that payroll year. Hours used during the year [up to **320**] for pay or time off does not affect the **240** hours that the member can accumulate for the current payroll year. A member will not be able to bank additional hours after the total carry-over and accumulation reach **320**.)

5.12.02. \* Upon application, a member having accumulated hours may draw any portion of such accumulated hours in pay or time off, provided that time off does not conflict or interfere with the efficient operation of the service.

5.12.03. \* Upon termination of employment with the Service, members shall be paid for accumulated hours at the regular hourly rate of pay of the member.

5.12.04. \* A record of all accumulated time shall be maintained by the Edmonton Police Service as a single record.

### 5.12.05. Transfer of Time

\* A member shall be permitted to transfer accumulated overtime hours to another member's account provided that the receiving member's overtime account does not exceed three hundred and twenty (**320**) hours.

**6. REMUNERATION**

**6.01. Wages**

**6.01.01.** The rates of pay established in Appendix I shall apply during the term of this Agreement. Members shall be paid every two (2) weeks.

**6.01.02.\*** A member who has been absent or unable to perform assigned duties for a period of thirty (30) or more consecutive calendar days for any reason other than paid vacation leave, accumulated time or absence due to illness, valid-heat related portion of a maternity leave or injury arising from a compensable accident, shall have the member's anniversary date, for advancement from one increment to the next increment within the pay range for the Constable classification, extended by the number of consecutive calendar days of such absence.

**6.02. Service Pay**

**6.02.01.** Members remaining in the continuous employment of the Edmonton Police Service shall be eligible to receive service pay in the amount of sixty dollars (\$60.00) per annum after five (5) years of continuous employment, such service pay to increase by sixty dollars (\$60.00) per annum after each consecutive five (5) year period of continuous employment.

**6.02.02.** A member having completed less than one (1) full year of continuous employment from the time he became eligible to receive service pay or an increase in service pay to the time such payment is payable shall receive service pay reduced by a proportionate amount.

**6.02.03.** Members having been granted a leave of absence without pay in excess of ten (10) consecutive working days shall, on each occasion, have their service pay reduced by a proportionate amount for that year.

**6.02.04.** Service pay shall be paid in a lump sum on the first pay day of December for that year.

**6.03. Stacking of Premiums**

In instances where more than one premium is provided for work performed, a member shall only be paid one premium (where the premiums are equal) or the greatest of the premiums (where the premiums are not equal). Except as specifically provided in Article 5.08., a premium shall not be compounded by the application of another premium in determining the rate of pay to be paid to a member.

**7. FRINGE BENEFITS**

**7.01. Statutory Holidays**

**7.01.01.** The following days shall be **recognized** as statutory holidays for the purpose of this Agreement and all members shall be entitled to the holidays specified:

New Year's Day, Family Day, Good Friday, Easter Sunday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and any other holiday which the City allows employees as a whole.

**7.01.02.** Except as herein otherwise provided, all members shall be entitled to all holidays set out in this Agreement without loss of pay.

**7. FRINGE BENEFITS**

**7.01. Statutory Holidays**

**7.01.03.** If a holiday falls on the regular off day of a member, he shall be entitled to receive pay equal to one (1) times his average daily hours of work at the regular rate of pay established in Appendix I for the classification of the position to which he is permanently appointed or is serving the required probationary period thereof, or the member may accumulate equivalent hours in accordance with 5.12.

**7.01.04.** On holidays which happen by calendar date to fall on a Saturday, or Sunday, and are commonly celebrated on the Monday following (when such Monday is declared by the Mayor as a holiday), the premium pay shall be paid on the Monday, and not on the Saturday or Sunday.

**7.01.05.** All members shall receive the **recognized** statutory holiday for which they are eligible, with pay, or other days with pay in lieu of such statutory holiday, or pay in lieu, provided they are available for work in accordance with their shift preceding, during and following the designated day for observance of the holiday, or on approved leave for a period of ten (10) working days or less duration, except when such leave is a result of a compensable accident as provided for in 7.05. If during a period of sick leave of ten (10) working days or less, a work day is coincident with a statutory holiday or lieu day, the member shall receive such day paid as a statutory holiday and the remaining days shall be paid **from** accumulated sick leave entitlement. Where the City designates a day in lieu of the actual statutory holiday for the majority of its members, the member may be allowed off on such day. In the event that this is not consistent with the operational requirements of the Service, the member may be allowed a day off in lieu of the statutory holiday at a time mutually agreed between the member and his supervisor. If such a day cannot be provided, the member shall receive one (1) times the average daily hours' pay in lieu of the statutory holiday.

\*

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

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

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

7. FRINGE BENEFITS

7.02. Annual Vacation Leave

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

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

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

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

7.02.03. A member who leaves before having completed one (1) full year of continuous employment shall be entitled to vacation pay as provided for by the Employment Standards Code and its regulations.  
\*

7.02.04. On termination of employment, for whatever reason, a member shall be paid for any unused vacation leave or the City shall recover any vacation leave advanced to the member.

7.02.05. If a **recognized** statutory holiday occurs during a period of vacation of a member, he shall be entitled to receive pay equal to one (1) times his average daily hours of work at the regular rate of pay established in Appendix I for the classification of the position to which he is permanently **appointed** or is serving the required probationary period thereof, or the member may elect to accumulate equivalent hours in accordance with 5.12.  
\*

7.02.06. A member shall be entitled to receive the vacation to which he is entitled in any year in an unbroken period unless otherwise mutually agreed upon by the member concerned and the Chief of Police.

7. FRINGE BENEFITS7.02. Annual Vacation Leave

7.02.07. Subject to City regulations, a member shall be permitted to carryover vacation credits in accordance with the following:

Each member's vacation record shall be balanced and verified on his/her anniversary date. Each member shall be allowed to maintain the equivalent of two (2) times his current annual vacation entitlement for use in the forthcoming calendar year.

A member may carry over the excess vacation credits if mutually agreed upon between the member and the City.

A member who has vacation credits in excess of the allowable carryover shall be provided one (1) year in which to use such excess credits. Failure to use excess credits within the one (1) year period may result in discipline.

7.02.08. A permanent member who has been on leave of absence without pay for thirty (30) consecutive calendar days or more shall, for the year in which absence occurs, earn annual vacation with pay proportionate to the number of months that member worked with pay in the service of the City.

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

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

7.02.09.02. A member who is in receipt of Long Term Disability benefits shall cease to earn vacation credits until the employee returns to work for the City in any form of remunerated employment.

7.02.10. If a permanent member is absent because of sickness and/or accident which occurred as a result of his employment and is **recognized** as compensable by the Workers' Compensation Board, he shall earn vacation entitlement during the first twelve (12) months of such disability only. 7.02.09. shall not apply to a member absent for such disability described in 7.02.10.

7.02.11. If a member is detailed for duty including attendance at Court while on vacation, he shall be granted his regular rate of pay for the number of hours for which he would have received paid vacation leave for such day, or he may elect to accumulate the time equivalent in accordance with 5.12. and, in addition:

\*  
7.02.11.01. \*\* If the member attends Court, he shall receive sixteen (16) hours court time payment for the day's Court attendance. The member may elect to accumulate the time equivalent in accordance with 5.12.

## 7. FRINGE BENEFITS

### 7.02. Annual Vacation Leave

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

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

\* For purposes of this clause only, vacation shall mean the scheduled periods of vacation which a member has been formally assigned, on the basis of seniority and in accordance with Service regulations, and shall include any off duty days which occur immediately preceding, immediately following or which are encompassed within the vacation days scheduled.

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

\* Where a member is required to return from scheduled vacation to attend court he shall be paid travel time on an hour for hour replacement up to a maximum of his normal daily watch for each day in travel status, excluding the day or days he attends court. There will be no compensation for travel time if less than one (1) hour. The member may elect to accumulate the times equivalent in accordance with 5.12.

7.02.13. Vacations in progress during the commencement of the new calendar year shall continue to their completion as scheduled and shall be deemed to be vacation used in the year in which the vacation commenced.

7. FRINGE BENEFITS7.02. Annual Vacation Leave

7.02.14. A member shall not be eligible to schedule in excess of four (4) weeks' vacation during the months of July and August except that, in exceptional circumstances, the Chief of Police may **authorize** a member to schedule in excess of four (4) weeks' vacation during such period. In the event that additional vacation is **authorized** because of exceptional circumstances, such vacation will not interfere with normal vacation scheduling.

7.02.15. \* If a member produces evidence, satisfactory to the City, proving that he/she was incapacitated to the extent which required the member to be confined to home or **hospitalized**, through non-occupational sickness and/or injury for a period of three (3) working days or more during his/her vacation, such whole period shall not be included in the member's annual vacation entitlement, but shall be charged to the member's sick pay entitlement, subject to the agreement of the City.

7.02.16. All vacation carryover must be taken prior to the current year's vacation entitlement, except as otherwise arranged between the member and the Service.

7.02.17. \* A member on vacation shall be eligible for bereavement leave in accordance with the applicable bereavement leave provisions.

7.02.18. Vacations will be allotted on a seniority basis within the smallest operational groups in each division. The number of men to be on vacation at any one time shall be determined through discussion and agreement with the Chief of Police and efforts shall be made to have approximately fifteen (15) percent of the men in each group on vacation at one period of time.

7.03. Leave of Absence

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

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

7.03.02.01. In the event that a member becomes a full-time **official** of the Association, he shall be granted leave of absence for the purpose of carrying out the duties of his office and shall retain his seniority in his department as if he had remained in continuous employment therein. He shall have the right at any time upon giving one (1) month's notice to return to the same position, if available, or to a comparable position or such other position to which he may be promoted by reason of seniority and ability.

7.03.02.02. \*\* Such a member shall make regular contributions to the Welfare Fund, Pension Fund, and all member benefits, participating in same as would a permanent member of the City. His contributions to these benefits shall be based on his earnings during his full-time employment with the Association, who shall pay the City's portion, making due allowance for changes in his marital status and number of dependents.

## 7. FRINGE BENEFITS

### 7.03. Leave of Absence

#### 7.03.03. Bereavement Leave

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

- 7.03.03.01. When death occurs in the member's immediate family - that is, current spouse, parent, grandparent, grandchild, guardian, parent of current spouse, child or ward, brother, sister, brother-in-law, sister-in-law, grandparent of current spouse, or a related dependent of the member, the member on request shall be excused for any three (3) regularly scheduled consecutive working days without loss of pay at his regular rate of pay, provided that he attends the funeral and that one of the days of absence is the day of the funeral. Such leave shall extend past the day of the funeral if there is a demonstrated need for the leave. However, in no event shall such leave exceed the three (3) working days.
- 7.03.03.02. One-half (½) day's leave with pay to attend funeral services of persons related more distantly than those listed in 7.03.03.01. shall be granted upon request. Upon demonstrating the need for additional time due to extenuating circumstances this leave shall be extended up to one (1) day.
- 7.03.03.03. The word "funeral" when used in respect of bereavement leave shall include the initial memorial service which is held in conjunction with a cremation.
- 7.03.03.04. The term "extenuating circumstances" may include travelling time, shift schedule conflicts or such other reasons which may be applicable to the individual circumstances.
- 7.03.03.05. A member on leave of absence other than annual vacation leave shall not be eligible for bereavement leave.
- 7.03.04. A member engaged in other employment for gain while on leave of absence without the express written consent of the Chief shall be deemed to have automatically terminated his service with the City.
- 7.03.05. Members of the Association's Executive Board, named to attend meetings as delegates of the Association, shall be permitted requested leave of absence for such purposes, at the discretion of the Chief of Police.
- 7.03.06. Members granted leave of absence without pay in excess of ten (10) working days shall make arrangements with the payroll section of the Edmonton Police Service to pay both the City's and the member's portions of applicable member benefits before their leave of absence commences.

7. FRINGE BENEFITS7.03. Leave of Absence7.03.07. Leave for Medical and Dental Appointments

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

7.03.08. Maternity Leave

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

**7.03.08.01.** To a female member, who has completed at least three (3) months' service, upon her application to the Chief of Police. However, should no application be made by the member for maternity leave, the employee will be deemed to have resigned her position and the City will be under no obligation to provide future employment.

**7.03.08.02.** Except in the case of members as stipulated below, Maternity Leave shall be without salary or sickness allowance but the member on such leave will not lose seniority.

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

**7.03.08.04.** Maternity leave shall be applied for in writing, at the earliest possible date, but not less than two (2) weeks prior to the date upon which maternity leave is to commence. Such leave shall commence at any time up to three (3) months prior, or earlier if a satisfactory medical certificate is produced, to the estimated date of delivery. If, in the opinion of the Police Service, the member is unable to perform the duties of her position or such other alternative position which may be available, for which she is qualified, and in the absence of any valid, health-related disability attributable to the pregnancy, the member shall be required to immediately commence maternity leave.

**7.03.08.05.** Except where otherwise stipulated in the Employment Standards Code, maternity leave shall be up to six (6) months in duration, including any valid, health-related portion that may be encompassed during this period. On production of a satisfactory medical certificate at the expense of the City, the member shall return from leave to regular employment with the City if able to do so within six (6) months after the commencement of such leave.

7. FRINGE BENEFITS

7.03. Leave of Absence

7.03.08. Maternity Leave

7.03.08.06. A female member who is also a member of the City's Disability Plans and who subsequently experiences a maternity complication related to the valid, health-related portion of her pregnancy after the conclusion of the maximum period during which SUB PLAN benefits may be available, shall be entitled to receive the balance of disability benefits paid at the applicable level.

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

7.03.08.08. An member returning from maternity leave within the approved period shall be given the same position, if available, or a comparable position, at her former rate of pay, provided as much notice as possible of return is given to the City. In any event, said notice shall not be less than two (2) weeks.

7.03.08.09. If the member seeks maternity leave due to legal adoption of an infant, child or children, the foregoing provisions shall apply to the extent that they are appropriate to such a situation.

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

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

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

7.04. Supplementation of Compensation Award

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

## 7. FRINGE BENEFITS

### 7.04. Supplementation of Compensation Award

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

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

7.04.02. When a member is disabled, the City's supplementation payment described in 7.04.01. shall continue until such time as the member returns to work; or the member reaches the age of sixty (60) years; or until such time as earnings **from** alternate gainful employment together with any pensions, annuities and awards not personally contracted for by the member, payable to him, are equal to or greater than the net pay as defined in 7.04.07.04., whichever occurs first. It is understood that, if a member is able to engage in alternate gainful employment, earnings from such employment shall offset the amount of the supplementation payable by the City. If the member is medically able to engage in alternate gainful employment, but refuses to do so, any obligation on the part of the City to make supplementation payments shall cease and determine.

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

7. FRINGE BENEFITS7.04. Supplementation of Compensation Award

## 7.04.03.

In the event a dispute arises between the City and the member, or his Association, concerning the member's medical capability to perform work, or any job, the same shall be settled by the joint decision of the member's physician and the City's physician. If they do not agree, either the member or the City shall be entitled to refer the matter to a third independent physician selected jointly by the City and the Association. If they cannot agree upon such selection within fourteen (14) calendar days, the same shall be made by the College of Physicians and Surgeons. If they fail to appoint within thirty (30) calendar days of being requested to do so, the appointment of an independent physician shall be made by a Judge of the Supreme Court of Alberta. The provisions of the Arbitration Act of Alberta shall apply to a resolution of a dispute hereunder, except where the provisions of such Act have been altered herein. The joint decision of the City's physician and the member's physician as referred to above, or the decision of the independent physician, shall be final and binding on the member, the City and the Association. The cost of an independent physician shall be borne equally by the City and the Association.

## 7.04.04.

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

- (a) The lump sum payment shall be **actuarily** 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 (60) and such monthly value shall be deducted from the amount of the supplementation owed by the City, or
- (b) The member may accept the lump sum payment and, in so doing, shall automatically release the City from any and all obligations for supplementation, or
- (c) The member may irrevocably assign the lump sum payment to the City, and the City shall then be obligated to continue supplementation of compensation payments to the member in accordance with the provisions of 7.04. It is understood and agreed that if the City brings action against any third party in the name of the member, and a lump sum payment results, the lump sum payment value to be used in the application of this clause is the amount awarded by the Court less the costs incurred by the City or the member, in pursuing the action.

## 7.04.05.

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

## 7.04.06.

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

7. FRINGE BENEFITS7.04. Supplementation of Compensation Award7.04.07. Definitions

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

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

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

7.04.07.03. "Member" shall mean an employee coming within the jurisdiction of the Police Officers Collective Bargaining Act, R.S.A.1980 c.P-12.05 as amended.

7.04.07.04. "Net pay" shall mean the regular rate of pay of a member less any difference between the income tax payable by that member prior to his disability and the income tax payable by the member after his disability. Further, in the event of permanent disability, the regular rate of pay in respect to the member shall be reduced by the amount of all normal pay deductions which because of disability, no longer have application.

7.04.07.05. "Pension" in relation to the Board, shall mean periodic payments, or a lump sum payment in lieu of periodic payments by the Board to a member for total or partial disability which is either permanent or temporary in nature.

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

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

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

7.05. Clothing

7.05.01. Member shall receive an annual clothing allotment based on a point system administered by the City. A point shall have the value of one (1) Canadian dollar.

7.05.02. Members required to perform their duties in civilian clothing shall be paid a clothing and cleaning allowance at the rate of one thousand and twenty-two dollars (\$1,022.00) per annum.

7. FRINGE BENEFITS7.05. Clothing

- 7.05.03. If a member does not complete the period for which he or she has been paid a clothing allowance, a refund to the City shall be made of the unearned portion of the said allowance.
- 7.05.04. Uniformed members detailed for duty in plainclothes for any period of time of one (1) month or over shall be paid a pro-rata clothing allowance for such period at the rates stipulated in 7.05.02. and 7.05.05.
- 7.05.05. All uniformed members shall receive an annual allowance of five hundred and ninety-seven dollars (\$597.00).
- 7.05.06. Uniformed members' clothing must meet the specifications as prescribed by the Chief of Police.
- 7.05.07. When in uniform, members shall wear only that type of footwear approved by the Chief of Police and specified by him in Departmental General Orders.
- 7.05.08. Uniform issue shall be of suitable quality to meet the requirements of the Service.
- 7.05.09. If any article of apparel being worn by a member is damaged or destroyed in the performance of a duty, such article shall be repaired or replaced (as the case requires) by the City.
- 7.05.10. All clothing allowances set out in the preceding paragraphs will be paid by no later than the second pay period of the year.  
\*

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

- 7.05.11. During a member's term of service, but in any case not before the completion of two (2) years of service, a member shall be entitled, upon request, to be issued with a dress uniform. When a member requests a replacement issue of the dress uniform, such member shall be responsible for all associated replacement costs, which may be partly **defrayed** in whole or in part against **his/her point** allocation.
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## 7. FRINGE BENEFITS

### 7.05. Clothing

7.05.12. When a plainclothes member requests a replacement issue of dress uniform, such member shall be responsible for all associated replacement costs, which may be partly defrayed in whole or in part against his/her point allocation.

7.05.13. New members shall be issued a complete kit of uniform and equipment prior to any scheduled active Police Duty assignment.

### 7.06. Transportation

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

### 7.07. Telephones

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

### 7.08. Pensions

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

## 8. EMPLOYMENT

8.01. The Police Commission may appoint to the staff of the Edmonton Police Force any person whom they consider fit and qualified, provided that the person appointed is a Canadian citizen and is able to pass satisfactorily the prescribed medical examination.

8.02. The appointee referred to in **8.01.** shall serve a probationary period of eighteen (**18**) months which shall commence on the date of appointment. At any time during the probationary period, the appointee may be released should the Chief of Police or other executive officer so determine and such release shall not be the subject of a grievance.

8.03. Members who have completed their probationary period can only have their employment terminated for cause, as stipulated in Section **38** of the Alberta Municipal Police Disciplinary Regulations or Clause **15.** of this Agreement. In the event that a member wishes to terminate his employment, or the **Service initiates** a general or departmental layoff, two (**2**) weeks' notice shall be given and the member shall work the term of notice or receive two (**2**) weeks' pay in lieu thereof unless otherwise mutually agreed. If any position to which a permanent member has been promoted or transferred is abolished, the member holding such position shall revert to the position formerly held by him within the Service or to such other equivalent position that may be available, however, in the event of a general or departmental layoff, the members affected by such layoff shall be released on the basis of seniority within the Service.

**8. EMPLOYMENT**

- 8.04.** Any exception to the requirements stated in this section must have the concurrence of both parties to the Agreement.
- 8.05.** No person occupying a position coming within the jurisdiction of the Association shall continue to be employed by the Edmonton Police Service beyond his sixtieth (**60th**) birthdate.
- 8.06.** A member who is serving a probationary period and has been absent or unable to perform his assigned duties for a period of thirty (**30**) or more consecutive calendar days for any reason other than paid vacation leave, accumulated time or absence due to illness or injury arising **from** a compensable accident, shall have the probationary period extended by the length of such absence.

**9. PROMOTIONS**

- 9.01.** If an appointment is to be made to any vacant or new position, or to a position whose regular incumbent is on leave of absence on account of sickness, vacation, or other cause, and such appointment may provide promotion for any member, such appointment shall be made from among the qualified members according to the following conditions:
  - 9.01.01.** Constables shall be eligible to participate in the qualifying examination that is held in the next calendar year when they have attained five (**5**) years of continuous service in the Edmonton Police Service to December 31 of the current year. Application to participate in this examination must be submitted to the Chief of Police not later than noon on December 31 of the current year.
  - 9.01.02.** This examination will be held after January 15 of each year. The mark necessary to qualify for promotion from Group I to Group II shall be seventy (**70**) percent. Once a member has attained a mark of seventy (**70**) percent, he shall be considered as qualified and no further marking of the examination shall take place. Once qualified for promotion, the member need not again qualify by examination for promotion from Group I to Group II.
  - 9.01.03.** A promotional board comprised of senior officers of the Edmonton Police Service shall determine the suitability of qualified members for promotion and in doing so shall give due consideration to normal ratings, promotion potential, seniority and the results of a personal interview. A representative of the Association shall have the right to be present at all meetings at which personal interviews are conducted.
  - 9.01.04.** For the purpose of promotion, the Edmonton Police Service shall be divided into the following groups:
    - Group I - Constables
    - Group II - Detectives/Sergeants (equivalent rank)
    - Group III - Staff Sergeant
    - Group IV - Inspector or senior
  - 9.01.05.** Those eligible for promotion to the rank of Detective or Sergeant shall be Constables who are qualified for promotion according to the provisions of **9.01.**

## 9. PROMOTIONS

- 9.01.06. Those eligible for promotion to the rank of Staff Sergeant shall be Sergeants or Detectives, who have earned a minimum of two (2) years in their present ranks. There shall be no examination required for promotion **from** Group II to Group III.
- 9.01.07. Those eligible for promotion to the rank of Inspector shall have served a minimum of two (2) years in the rank of Staff Sergeant. There shall be no examination required for promotion from Group III to Group IV.
- 9.01.08. Service credits shall only be granted from the date of last enlistment in the Edmonton Police Service.
- 9.01.09. Constables assigned and detailed to plainclothes duty must have completed three (3) years of service with the Edmonton Police Service since the date of their last enlistment. They shall be rotated after six (6) months of such duty, except under exceptional circumstances approved by the Chief of Police.
- 9.01.10. Consistent with 9.01., the Chief of Police shall make the final decision and selection with respect to any promotion.
- 9.01.11. A list of members qualified for promotion from Group I to Group II shall be maintained and posted annually by the Service.
- 9.02. Appointments, promotions, dismissals and resignations shall be issued in the form of a Personnel Order posted in all Divisions of the Edmonton Police Service.
- 9.03. Constable duties, other than foot patrol, shall be considered preferred positions within the Edmonton Police Service, and when vacancies occur in preferred Constable positions, the senior Constables of the Service shall have the right to apply for and be appointed to same, provided the applicants have the necessary competency, qualifications, and merit to fill the vacant positions.
- 9.04. Except as otherwise provided by this Agreement, the Chief of Police may not promote a member who is not eligible for promotion and who has not written and participated in the appropriate examinations without the written approval of the Association. However, the Chief of Police may appoint a member to a **specialized** position within the Service and pay to that member whatever wage or salary he deems advisable so long as the **specialized** position is not established as part of the Police Force and does not entail the supervising and directing of other members of the Police Force outside of the scope of the **specialized** position. A member so appointed shall retain the rank to which the member was permanently appointed or was serving the probationary period thereof and shall be eligible to qualify for further promotion in the Police Force in accordance with this Agreement. However, the member upon engaging in duties other than those of a **specialized** nature shall revert to the pay level and other conditions applicable to his rank or such other rank to which he may have been promoted.

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## 10. NEW POSITION CLASSIFICATION

- 10.01. In the event that the Police Commission creates a new position coming under the jurisdiction of the Association, the rate of pay and working conditions of such position shall be negotiated by the Police Commission and the Association prior to the posting of the position.

**10. NEW POSITION CLASSIFICATION**

- 11.02.** If a satisfactory settlement of wages to be paid and the working conditions of such new position has not been reached within seven (7) calendar days of the notice by the City to the Association of the creation of the new position, the posting of the vacancy shall be made according to the rate of pay and working conditions set out by the City. Notwithstanding such posting, the position's rate of pay and working conditions shall still be a matter of negotiation between the City and the Association and the notice of posting shall contain the following statement: "The final settlement for the rate of wages and working conditions is being negotiated." Any increase in the rate of pay realized through such negotiations shall be paid retroactive to the date the position was filled.

**11. GRIEVANCE PROCEDURE**

- 11.01.** Any member of the Association, or the accredited representative of the Association, having a grievance arising out of the interpretation, application, operation or alleged violation of this Agreement shall take the matter up with the Association within ten (10) working days from the time that the grievance should reasonably have come to the attention of the aggrieved party.
- 11.02.** If, after investigation, the Association considers the grievance to be a just one, it shall have the right to be heard by the Chief of Police. An application for a hearing shall be delivered to the Chief of Police within thirty (30) working days of the time the grievance was brought to the Association's attention. The written application shall include an outline of the grievance and the remedy desired.
- 11.03.** The hearing shall be given within ten (10) working days of the date the application is received. The Chief of Police shall, within ten (10) working days following the end of such hearing, give his decision in writing to the Association.
- 11.04.** The Association shall have the right to appeal the decision of the Chief of Police to the Human Resources Department. Such appeal shall be filed within fifteen (15) working days following the receipt of the decision of the Chief of Police. The Association shall forthwith advise the Chief of Police of its decision to appeal to the Human Resources Department.
- 11.05.** The appeal shall be heard by the City within ten (10) working days of the receipt of the application, and the City shall render its decision within twenty (20) working days following the conclusion of the hearing.
- 11.06.** In the event that the parties are unable to resolve the difference at the stage outlined in 11.05., the Association shall have the right to refer the grievance to an arbitration board, provided that the grievance has been properly processed in accordance with this grievance procedure. If the Association chooses to refer the grievance to an arbitration board, the grievance shall be referred to the board within twenty (20) working days following the receipt of the decision of the City.
- 11.07.** For the purposes of the preceding paragraphs, "working days" shall be consecutive days, exclusive of Saturdays, Sundays or holidays recognized by the City.
- 11.08.** If the Association submits the grievance to arbitration, it shall do so by a notice in writing to the City, naming an appointee to the arbitration board.
- 11.09.** The City shall, within seven (7) calendar days of receipt of such notice, inform the Association of the name of its appointee to the arbitration board. The two (2) appointees shall, within five (5) calendar days of the City naming its appointee, appoint a third person who shall be Chairman of the arbitration board.

**11. GRIEVANCE PROCEDURE**

- 11.10. If either member of the arbitration board is unable or unwilling to act, a new member shall be appointed by the applicable party within seven (7) calendar days of receipt of notice of inability or unwillingness to act. If the Chairman is unable or unwilling to act, the appointees shall, within five (5) calendar days of receiving notice of the Chairman's decision not to act, appoint a new Chairman.
- 11.11. If the City fails to appoint an arbitrator in the time limited, if the two (2) appointees fail to agree upon a Chairman within the time limited, or if a party fails to appoint an alternative member, the appointment shall be made by the Minister of Labour upon the request of either party.
- 11.12. The arbitration board shall hear and determine the grievance and shall issue an award in writing. The decision of the majority is the award of the arbitration board but, if there is no majority, the decision of the Chairman shall be the award of the arbitration board. The decision of the arbitration board is final and binding upon the parties and any person affected by it, and such parties or person affected shall do or abstain from doing anything as required by the arbitration board.
- 11.13. The grievance arbitration board, by its decision, shall not alter, amend or change the terms of the Collective Agreement.
- 11.14. Each party appointing an arbitrator shall bear the expense of its respective appointee and shall bear one-half (½) of the expenses of the Chairman of the arbitration board.

**12. APPEALS ARISING FROM DISCIPLINE PROCEDURE**

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

**13. OBSERVANCE OF RULES AND REGULATIONS**

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

**14. TIME OFF FOR VOTING**

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

**15. INCAPACITY TO PERFORM REGULAR DUTIES**

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

**16. LEGAL AID**

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

**17. INDEMNIFICATION**

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

**18. RETROACTIVE PAY**

**18.01.** Members in the service as of the date of the signing of this Agreement shall be eligible for such retroactive settlement as is specifically set out in this Agreement. Where the effective dates of items of settlement are not specifically set out within this Agreement, they shall be deemed to be effective on the first day of the pay period following the date of the ratification of this Agreement,

**18.02.** Past members who were in the Service between the expiration date of the previous Agreement and the date of the signing of this Agreement shall be entitled to any retroactive adjustment of the regular rate of pay applied as a percentage to the portion of gross earnings, earned during the retroactive period, which are accumulated on the basis of the regular rate of pay or any application thereof, provided they apply for same in writing within thirty (30) calendar days of the signing of this Agreement.

PART II - HEALTH AND WELFARE BENEFITS

1. INCOME PROTECTION PLAN

1.01. Waiting Period

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

1.01.01. An employee who is absent from work due to personal disability (as defined in the Income Protection Plan), for one (1) complete pay period or more, during the ninety (90) calendar day waiting period shall have the waiting period extended by the number of working days the employee was absent due to such disability.

1.01.02. An employee who is on approved leave of absence without pay during the waiting period, for a period of one (1) complete pay period or more, shall have the waiting period extended by the number of working days the employee was absent due to such leave.

1.02. 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 and eighty (680) hours of Income Protection benefits at one hundred (100) percent 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 (90) percent of the member's regular rate of pay upon his/her return to work.

If such member is in receipt of benefits at ninety (90) percent 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 (100) percent of the regular rate of pay until he/she returns to work for ten (10) consecutive working days.

1. INCOME PROTECTION PLAN

1.03. Benefits

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 (100) percent of the regular rate of pay of the alternate position.

- 1.03.01. If a member is absent from work due to personal non-occupational disability on the first scheduled working day for which the member would otherwise be eligible for increased Income Protection Benefit Entitlement, the member shall not become eligible for such increased entitlement until he/she returns to work for the City for a period of at least ten (10) consecutive working days. Periods of leave of absence without pay in excess of one (1) complete pay period, shall not be considered as continuous employment for the purpose of determining Income Protection benefit entitlement. For **creditation** purposes, a member’s anniversary date shall be adjusted by the number of days of leave of absence without pay.
- 1.03.02. If a member is unable to perform the duties of his/her regular position but is capable of performing modified or alternative policing duties for the Edmonton Police Service, the member may be required to perform such modified or alternative duties until the member is again capable of performing the duties of his/her regular position.
- 1.03.03. A member’s eligibility for Income Protection benefits, including **his/her** ability to perform alternative policing duties shall be determined by the Plan Adjudicator and shall be based on medical evidence. The Plan Adjudicator shall be appointed by the City.
- 1.03.04. When a question arises as to whether a member’s disability is occupational and the disability is under review by the Workers’ Compensation Board, the member shall receive Income Protection benefits in accordance with the member’s entitlement until the claim is adjudicated by the Workers’ Compensation Board. In the event that the Workers’ Compensation Board determines that the disability is occupational, the member shall reimburse the Income Protection Plan, from any monies which may be owed to the member, for the period of absence for which the claim is considered occupational and for which the member received benefits under the Income Protection Plan.
- 1.03.05. Except as otherwise provided in this Agreement, the monetary value of Income Protection Plan benefits payable under this Plan shall be reduced by any amounts the member may be entitled to from the sources set out as follows, whether or not such amounts are provided for the disability for which benefits are being claimed:
- 1.03.05.01. Benefits from the Canada Pension Plan and/or Quebec Pension Plan, except those Canada Pension Plan and/or Quebec Pension Plan disability benefits payable on behalf of the member’s dependents.

**1. INCOME PROTECTION PLAN**

**1.03. Benefits**

**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.

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

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

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

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

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

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

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

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

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

1. INCOME PROTECTION PLAN

1.07. Recurring Disabilities

1.07.01. If a member returns to work after a period of disability and becomes disabled again within thirty (30) calendar days of his/her return to work due to causes related to the earlier disability, then the second period of disability shall be considered as an extension of the earlier period of disability and only the balance of Income Protection benefits remaining from the earlier disability shall be payable.

1.07.02. If a member returns to work after a period of disability and becomes disabled again within ten (10) calendar days of his/her return to work due to causes unrelated to the earlier disability, then the second period of disability shall be considered as an extension of the earlier period of disability and only the balance of Income Protection benefits remaining from the earlier disability shall be payable.

1.07.03. Notwithstanding the provisions of 1.07.01. and 1.07.02., each period of absence due to personal non-occupational disability shall be considered as one (1) incident of disability.

1.08. Other Benefits While Disabled

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

1.09. Duration of Benefits

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

1.09.01. The date the member is no longer disabled from performing policing duties.

1.09.02. The date the member's Income Protection benefits have been expended.

1.09.03. The date the member dies.

1.09.04. In the case of a member who is laid off from the City, the date such layoff is effective. This clause shall not apply when the period of disability commences prior to the notice of layoff and continues beyond the date such layoff is effective.

1.10. Alternative Employment with the City

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

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

2. LONG TERM DISABILITY PLAN

2.01. Waiting Period

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

2.01.01. When an employee is absent from work during the waiting period due to personal disability for one (1) complete pay period or more, the employee shall have his/her waiting period extended by the number of working days he/she was absent due to such disability. When the waiting period is so extended the employee may be required to undergo a medical assessment prior to joining the Long Term Disability Plan in order that any **pre-existing** conditions might be documented,

2.01.02. When an employee is on approved leave of absence without pay during the waiting period for one (1) complete pay period or more, the employee shall have his/her waiting period extended by the number of working days **he/she** was absent due to such leave.

2.02. Contributions

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

The City shall administer the Long Term Disability Plan.

2.03. Eligibility for Benefits

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

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

**2. LONG TERM DISABILITY PLAN**

**2.03. Eligibility for Benefits**

**2.03.01.**

In the event of a dispute based on medical evidence between the member and the Plan Adjudicator concerning such member's eligibility for Long Term Disability benefits, or the member's ability to perform alternative employment, the same shall be settled by referring the dispute to a review panel comprised of the Plan Adjudicator, the physician representing the member and an independent physician selected jointly by the City and the Association. If the City and the Association cannot agree upon the selection of an independent physician within fourteen (14) calendar days, the selection shall be made by the Alberta College of Physicians and Surgeons. The review panel shall be chaired by a representative of the City of Edmonton. The decision of the majority of the review panel members shall be final and binding on the member, the City and the Association. The City appointed chairman 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.

**2.04.** Except as otherwise provided in this Agreement, upon expiration of the member's Income Protection benefits, and during the following twenty-four (24) month period, a member is eligible to receive Long Term Disability benefits if, due to personal non-occupational disability, he/she is completely unable to perform the duties of his/her regular position or alternative policing duties which are made available by the Edmonton Police Service.

**2.05.** Except as otherwise provided in this Agreement, Long Term Disability benefits will continue to be paid after the initial twenty-four (24) month period only if the disability prevents the member from engaging in an occupation for compensation or profit for which the member is reasonably suited by reason of training, education and experience. If the disability does not prevent the member from engaging in an occupation for compensation or profit for which the member is reasonably suited by reason of training, education and experience, and such member is not engaged in rehabilitative employment or training which has been approved by the Plan Adjudicator, then Long Term Disability benefits to such member will cease upon expiration of the initial twenty-four (24) month period.

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

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

**2.06. Duration of Benefits**

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

**2.06.01.** The date the member attains his/her normal retirement age (60 years).

**2. LONG TERM DISABILITY PLAN**

**2.06. Duration of Benefits**

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

**2.07. Level of Benefits Provided**

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

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

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

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

- 2.07.01. Benefits to which the member is entitled as a result of his/her disability from the Canada Pension Plan and/or Quebec Pension Plan, except those Canada Pension Plan and/or Quebec Pension Plan disability benefits payable on behalf of the member's dependents. Any cost of living increases to Canada Pension Plan and/or Quebec Pension Plan disability benefits after commencement of Long Term Disability benefits will not affect the amount of Long Term Disability benefit payable.

**2. LONG TERM DISABILITY PLAN**

**2.07. Level of Benefits Provided**

- 2.07.02.** Any monthly income payable as a result of the member's disability from any plan including those plans for which the member has made contributions as a result of Provincial or Federal legislation.
- 2.07.03.** Any other disability benefits payable to the member as a result of the Provincial or Federal legislation.
- 2.07.04.** Any monies received from the Crimes Compensation Board but only if related to the disability for which benefits are claimed under this Plan.
- 2.07.05.** Any monies received from self employment income unless the employment was part of an approved rehabilitation program wherein the provisions of Articles 2.13. and 2.14. would apply.

**2.08. Lump Sum Settlements**

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

- 2.08.01.** The lump sum payment shall be actuarially equated by a qualified actuary appointed by the Plan Adjudicator to a monthly amount based on pro-rating the lump sum payment over the remaining service life of the member to normal retirement age, and such monthly amounts shall be deducted from the amount of the monthly Long Term Disability benefit payable under this Plan. In calculating the monthly amounts to which the lump sum payment is actuarially equated, the actuary will assume that, on January 1 of each year, such monthly amount will be increased by the lesser of the percentage increase in the Consumer Price Index for the Edmonton region during the twelve (12) month period ending on the previous November 30, or five (5) percent.  
  
Where such monthly amounts exceed the monthly Long Term Disability benefit, the member, in accepting the lump sum payment, shall automatically release the City and the Association from any and all obligations to the member under this Plan.
- 2.08.02.** The member may irrevocably assign the lump sum payment to the Long Term Disability Plan and the Plan shall then be obligated to continue Long Term Disability benefits to the member in accordance with the provisions of this Plan.

**2.09. Coverage Under Other Benefit Plans While Disabled**

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

2. 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, 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 referred to a review panel for final decision. The review panel shall be comprised of the Plan Adjudicator, the physician representing the member and an independent physician selected by these two (2) parties. If these two (2) parties cannot agree upon the selection of an independent physician within fourteen (14) calendar days, the selection shall be made by the Alberta College of Physicians and Surgeons. The decision of the majority of the review panel members shall be **final** and binding on the member, the City and the Association.

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 to be in the best interests of the member, the City and the Plan.

## 2. LONG TERM DISABILITY 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 (50) percent of the amount by which the member's regular rate of pay on the date he/she first became eligible to receive Long Term Disability benefits exceeds the regular rate of pay of any alternative employment and/or training provided always that the resultant amount is not less than the Long Term Disability benefit the member was receiving prior to engaging in the alternative employment, nor greater than the member's regular rate of pay on the date he/she first became eligible to receive Long Term Disability benefits (adjusted by any negotiated increases).

2.13.01. If, during the initial twenty-four (24) month period, a member engages in rehabilitative employment and/or training with the City, such member will continue to participate in applicable City benefit plans based on his/her regular rate of pay on the date he/she first became eligible to receive Long Term Disability benefits. Member and City contributions to applicable City benefit plans will be paid by the Long Term Disability Plan, except that, if the member qualifies for the waiver of premium benefit under the Group Life Insurance Plan, no employee contributions to the Group Life Insurance Plan will be required while the member so qualifies.

2.13.02. If, during the initial twenty-four (24) month period, a member engages in rehabilitative employment **and/or** training with the City, and becomes unable due to personal non-occupational disability, to perform the duties of the rehabilitative employment, then for ten (10) working days of absence due to such disability in any calendar year, he/she shall be eligible to receive Income Protection benefits based upon the regular rate of pay of any rehabilitative employment. Any Long Term Disability benefits payable in accordance with this section will continue during the ten (10) working days. If the periods of absence exceed ten (10) working days in any calendar year, the member shall receive Long Term Disability benefits for the period in excess of ten (10) working days based on his/her regular rate of pay on the date he/she first became eligible for Long Term Disability benefits.

### 2.14. Rehabilitative Employment and/or Training with an Employer other than the City

2.14.01. If, during the initial twenty-four (24) month period, a member remains unable, due to personal non-occupational disability, to perform policing duties but engages in gainful employment with another employer, and such outside employment is approved by the Plan Adjudicator, the Long Term Disability benefits will continue for the balance of the initial twenty-four (24) month period. However, the Long Term Disability benefits will reduce to **fifty (50)** percent of the amount by which the member's **bi-weekly** rate of pay on the date he/she first became eligible for Long Term Disability benefits exceeds the average **bi-weekly** income from such approved outside employment provided always that the resultant amount is not less than the Long Term Disability benefit the member was receiving prior to engaging in alternative employment, nor greater than the member's regular rate of pay on the date he/she first became eligible to receive Long Term Disability benefits (adjusted by any negotiated increases).

## 2. LONG TERM DISABILITY PLAN

### 2.14. Rehabilitative Employment and/or Training with an Employer other than the City

2.14.02. A member who is engaged in approved employment with another employer and who is in receipt of Long Term Disability benefits in accordance with this section shall continue his/her participation in the City's Alberta Health Care Plan, Supplementary Health Care Plan, Dental Plan, Accidental Death Plan and Group Life Insurance Plan unless he/she has similar coverage under other such plans. Member and City contributions to such plans shall be paid by the Long Term Disability Plan, except that if the member qualifies for the waiver of premium benefit under the Group Life Insurance Plan, no employee contributions to the Group Life Insurance Plan shall be required while the member so qualifies.

2.14.03. A member who is engaged in approved employment with another employer and who is in receipt of Long Term Disability benefits in accordance with this section shall continue to belong to applicable pension plans provided this is consistent with the regulations of the pension plans. Member and City contributions to such plans shall continue to be made based on the rate of pay prescribed under the applicable Government Pension Plan. Member and City contributions shall be paid by the Long Term Disability Plan.

2.14.04. When a member's participation in the City's Alberta Health Care Plan, Supplementary Health Care Plan, Dental Plan, Accidental Death Plan, Group Life Insurance Plan or applicable pension plans is continued in accordance with this section, it is specifically provided that his/her participation in such plans will cease upon expiration of the initial twenty-four (24) month period or when the member no longer continues to receive Long Term Disability benefits, whichever occurs first.

2.14.05. When a member engages in employment for gain and such employment has not been approved by the Plan Adjudicator, then the member's eligibility for Long Term Disability benefits shall cease on the date he/she commenced such employment and no further benefits shall be payable to such member from the Long Term Disability Plan.

### 2.15. Limitations and Exclusions

2.15.01. No Long Term Disability benefits will be payable for a period during which the member is not under the care and treatment of a physician legally licensed to practice medicine. If such attending physician is not legally licensed to practice medicine in Canada, approval from the Plan Adjudicator must be obtained. For disabilities due to mental or emotional disorders, no Long Term Disability benefits shall be payable unless the member is under the continuous care of a psychiatrist licensed to practice in Canada.

2.15.02. No Long Term Disability benefits are payable for a period of disability which commences during the twelve (12) month period following initial membership in the Long Term Disability Plan if such disability results directly or indirectly from an injury or illness for which medical treatment was received or prescribed drugs taken during the one hundred and eighty (180) day period prior to becoming a member of the Long Term Disability Plan.

### 2.16. Cost of Living Increases

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

**2. LONG TERM DISABILITY PLAN**

**2.17. Recurring Disabilities**

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

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

**2.18. Long Term Disability Plan Advisory Board**

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

**2.18.01.** The Board shall have the authority to recommend to the Plan Administrator administrative practices and yearly adjustments to Long Term Disability payments which are in progress.

**2.18.02.** The Board shall be composed of three (3) representatives from the City and three (3) representatives from the Association.

**3. INCOME REPLACEMENT PLAN PAYOUT**

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

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

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The lesser of: (10 days or 80 hours)

**3. INCOME REPLACEMENT PLAN PAYOUT**

OR

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X

**Bi-weekly pay of** the employee at the regular rate of pay of his permanent or probationary position on the date prior to membership in the Long Term Disability Plan

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The lesser of: **(10 days or 80 hours)**

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

**4. GROUP LIFE INSURANCE**

- 4.01. A probationary **employee who** has completed ninety (90) calendar days of continuous employment with **the City** since the last date he/she commenced employment as a probationary employee with the City, or a permanent employee, shall be a member of the Group Life Insurance Plan. The City shall pay fifty (50) percent of the premium and the member shall pay **fifty (50)** percent of the premium through payroll deduction.
- 4.02. Monies which accrue as a result of favourable experience shall be retained in a fund to be applied to offset costs at a future date. However, if there is no favourable experience fund, costs which accrue as a result of experience under this Plan or which have accrued as a result of experience under a previous plan shall be shared equally by the City and the members of the Plan. In the event of termination of this Group Life Insurance Plan, monies from any favourable experience fund shall be shared equally between the City and those who are members at that time.

**6. SUPPLEMENTARY HEALTH CARE PLAN**

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 and twentieth (120th) calendar day of such confinement and ending on the one hundred and eightieth (180th) calendar day of such confinement. The liability of this Plan under this clause shall be limited to a maximum of the standard ward rate per day for any one confinement in a calendar year.

**6.01.03.** Hospital charges, in excess of those paid by the Alberta Health Care Insurance Plan, for a hospital located in the Province of Alberta, shall be paid by this Plan provided that no payment shall be made for charges in excess of the semi-private ward rate. A member who requests and is confined in a private ward shall be responsible for any charges for such ward which are in excess of the semi-private ward rate.

**6.01.04.** Hospital charges, in excess of those paid by the Alberta Health Care Insurance Plan for a hospital not located in the Province of Alberta, shall be paid by this Plan provided that no payment shall be made for charges in excess of the semi-private ward rate or forty dollars (\$40.00) per day, whichever is lower.

**6.02. Major Medical Benefits**

The member shall pay the first fifteen dollars (\$15.00) of eligible major medical expenses incurred in a calendar year and this Plan will pay eighty percent (80%) of the amount in excess of fifteen dollars (\$15.00) in such calendar year (unless otherwise specified herein). Eligible expenses may, be claimed by a member 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, except that proprietary or patent medicines or drugs which can be purchased without a prescription will not be covered.

**6.02.01.01** Effective July 1, 2001, 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.  
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**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.

4. GROUP LIFE INSURANCE

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 <b>annualized</b> regular rate of pay	1 times the member's basic <b>annualized</b> regular rate of pay

4.04. 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.

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

5. ALBERTA HEALTH CARE

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

6. SUPPLEMENTARY HEALTH CARE PLAN

A probationary employee who has completed ninety (90) calendar days of continuous employment with the City since the last date he/she commenced employment as a probationary employee with the City, or a permanent employee, shall be a member of the Supplementary Health Care Plan unless he/she is covered by a similar plan or the employee has coverage by virtue of a spouse's membership in the Plan. The City shall pay fifty (50) percent of the cost of this Plan and the member shall pay fifty (50) percent of the cost by payroll deduction.

Upon early retirement to a full or partial pension resulting from his/her service with the City, a member may personally contract to continue participation in this Plan by paying the full premiums directly on a monthly basis. Premiums paid by retired and disabled participants shall be retained and administered by the City.

Participation in this Plan shall terminate on:

In the case of a member, the date of termination of employment with the City; in the case of a widowed spouse of a member or a member who retired to a pension **from** the City, who contracts to continue participation in this Plan, the ninety-first (91st) day after said person ceases to be a resident of the province; in the case of a dependent, the date on which he/she ceases to fall within the definition of a dependent, as specified herein; in any case, on the date of the member's normal retirement age.

6. SUPPLEMENTARY HEALTH CARE PLAN6.02. Major Medical Benefits

- 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 his/her dependents. Homemaking services are not included. This benefit shall be limited to situations where it is medically shown that the person in respect of whom the service is rendered is suffering from a chronic and/or debilitating condition.
- 6.02.05. \* The Plan shall pay a maximum of one thousand dollars (**\$1,000.00**) per calendar year for the services of a clinical psychologist engaged in the treatment of a mental or emotional illness of a member or his/her dependents. Submitted expenses shall be fifty percent (**50%**) paid for by the Plan provided the member has paid the first **fifteen** dollars (**\$15.00**) as provided in 6.02.
- 6.02.06. The Plan shall pay a maximum of one thousand dollars (**1,000.00**) per calendar year for the usual and reasonable costs for the purchase or rental of:
- 6.02.06.01. Respiratory equipment, including oxygen;
- 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 **fifty (50)** percent and limited to one such machine per employee in each five year period;
- 6.02.06.04. Air cleaning devices, **ionizing** machines, **vaporizers** and humidifiers are excluded.
- 6.02.07. Usual and reasonable charges for colostomy, **ileostomy**, **urostomy** and adult incontinence supplies upon written order of a physician.
- Usual** and reasonable charges for the supplies required for the administration of insulin (syringes and needles) and testing materials used by diabetics, upon written order of a physician.

6. SUPPLEMENTARY HEALTH CARE PLAN6.02. Major Medical Benefits

**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. The Plan shall not make any payment for services rendered that such person is entitled to at no cost under the Provincial Community Rehabilitation Program, and until the member/dependent has received treatment amounting to two hundred and fifty dollars (**\$250.00**) per benefit year as defined by the Alberta Health Authorities (April 1 – March 31).

**6.02.09.** \* The Plan shall pay a maximum of one thousand dollars (**\$1,000.00**) per calendar year for services rendered by a licensed chiropractor. 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. Submitted eligible expenses shall be seventy-five percent (**75%**) paid for by the Plan provided the member has paid the first fifteen dollars (**\$15.00**) as provided in **6.02**.

**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 **anesthetic**. Submitted eligible expenses shall be fifty percent (**50%**) paid for by the Plan provided the member has paid the first fifteen dollars (**\$15.00**) as provided in Article **6.02**.

**6.02.12.** \* The Plan shall pay a maximum of five hundred dollars (**\$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 fifty percent (**50%**) paid for by the Plan provided the member has paid the first fifteen dollars (**\$15.00**) as provided in Article **6.02**.

**6.02.13.** The Plan shall pay a maximum of **fifty** dollars (**\$50.00**) per covered person in any two (**2**) consecutive calendar year period for eye examinations administered by an optometrist or ophthalmologist. Reimbursement shall be based only on amounts not paid by Alberta Health Care.

**6.02.14.** The 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.

**6.02.15.** 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. SUPPLEMENTARY HEALTH CARE PLAN**

**6.04.** For the purposes of this Plan, the following definitions will apply:

**6.04.01. Hospital**

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

**6.04.02. Physician**

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

**6.04.03. Mental Hospital**

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

**7. DENTAL PLAN**

**7.01.** A probationary employee who has completed ninety (90) calendar days of continuous employment with the City since the last date he/she commenced employment as a probationary employee with the City, or a permanent employee, shall be a member of the Dental Plan, unless such employee provides satisfactory proof of membership in another Dental Plan or the employee's spouse is a member of this Plan.

**7.02.** The City shall pay sixty-five percent (65%) and the member shall pay thirty-five (35%) of the required premium by payroll deduction.

**7.03. Dental Plan Benefits**

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

**7.03.01.** One hundred percent (100%) reimbursement for diagnostic, preventive, minor restorative and certain oral surgical services, periodontics (treatment of gum diseases), endodontics (root canal work), removable **prosthodontics** (removable dentures), and the additional services of applicable **anesthesia**, house/hospital visits and special office visits.

**7.03.02.** Eighty percent (80%) reimbursement for work on existing fixed **prosthodontics** (crowns and bridges), major restorative and other services (**recemeting** of **inlays/onlays** and crowns, removal of crowns and **inlays/onlays**, retentive **pre-formed** posts).

## 7. DENTAL PLAN

### 7.03. Dental Plan Benefits

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 dollars (**\$2,000.00**).

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 (100) percent 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 Alberta Dental Association Fee Schedule, whichever is the lesser.

7.06. In the event that the expected cost of treatment or service exceeds five hundred dollars (**\$500.00**), the member should submit the proposed treatment or service plan, completed and signed by the dentist, to the administrative agent for review. The member shall then be informed as to the extent of the liability of the Plan and can determine whether or not he/she wishes to proceed with the proposed treatment or service plan. The procedure is for the convenience of the member and shall not be required in the case of emergency treatment where sufficient time is not available to submit such a plan. However, under no circumstances shall the Plan be liable to pay costs, of any dental treatment or service, which exceed the amount of liability as established under 7.06.

### 7.07. Limitations and Exclusions

#### 7.07.01. X-Rays

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

#### 7.07.02. Oral Examinations

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

**7. DENTAL PLAN**

**7.07. Limitations and Exclusions**

**7.07.03. Cleaning and Fluoride Treatments**

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

**7.07.04. Dentures, Crowns and Bridges**

This Plan does not provide reimbursement in respect of the following 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.** There shall be no coverage or reimbursement under this Plan in respect of the following:

**7.07.05.01.** charges for any treatment or procedure not rendered or prescribed by a dentist or dental therapist who is legally licensed to practice within his/her scope;

**7.07.05.02.** charges for any treatment or procedure for which a member has coverage under the Workers' Compensation Act or similar law;

**7.07.05.03.** charges for services or benefits which are unnecessary, payable for by any other source, or are prohibited by legislation;

**7.07.05.04.** charges for dental treatment required as a result of self-inflicted injury;

**7.07.05.05.** charges made by a dentist for broken appointments or for completion of claim forms;

7. DENTAL PLAN7.07. Limitations and Exclusions

- 7.07.05.06. charges for dental care or treatment which is only for cosmetic purposes;
- 7.07.05.07. charges for treatment in respect to injuries sustained as a result of committing or attempting to commit an indictable offence;
- 7.07.05.08. charges for services rendered while not a member of this Plan;
- 7.07.05.09. charges resulting from orthodontic services or treatment prior to the effective date of the member's coverage for orthodontic benefits;
- 7.07.05.10. 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;
- 7.07.05.11. charges resulting from injury due to voluntary participation in a riot or civil insurrection;
- 7.07.05.12. services or supplies intended for sport or home use, such as mouthguards; and/or
- 7.07.05.13. charges for which the claim is submitted more than ninety (90) calendar days after the date the charge was incurred;
- 7.07.05.14. charges for which a claim has already been submitted for reimbursement by a member's spouse.
- 7.07.05.15. 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 his/her normal retirement age may continue participation in the Dental Plan if he/she personally contracts to continue payment of the total premium (City and employee portions) and remits such payment directly to the City on a monthly basis. Retiring members who opt to continue coverage in the Dental Plan must **remain** members of such plan until the member's normal retirement age of sixty (60) years.
- 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. ACCIDENTAL DEATH PLAN

- 8.01. 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.
- 8.02. The Accidental Death benefits specified herein will be subject to the terms and conditions of the insurer's contract.

## 9. GENERAL APPLICATION OF PLANS

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

### 9.01. Subrogation Rights

- 9.01.01. All members covered by plans provided for in this Agreement do hereby on their behalf and on behalf of their dependents assign to the City, in consideration of coverage pursuant to the terms of said plans, all rights of recovery against any person (including the City itself, or any person for whom the City is vicariously liable) whose action caused or contributed to an occurrence giving rise to the plans making payments to any such member or his/her dependents. The City shall thereby subrogate to any rights the member or his/her 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. When the net amount recovered is, after deduction of the costs of recovery, not sufficient to provide complete indemnity for the loss suffered, the amount remaining shall be divided between the City and the member in the proportion by which the loss has been borne by them.
- \* 9.01.02. The members, on their own and on their dependents' behalf, agree that the said subrogation rights of the City may be exercised by the City bringing action for recovery in the name of the member and/or dependent of the member directly against the responsible party or by the City assigning its rights of subrogation to the member or the member's dependent in care of the solicitor representing such member or member's dependent. Such assignment will be on the basis that the City shall not be obliged to pay, by way of legal fees and costs in connection with collecting monies paid to the member by the plans, an amount exceeding fifteen (15) percent of such claim.
- 9.01.03. 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.

### 9.02. Limitations and Exclusions

- 9.02.01. 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 his/her dependent because of other insurance against such cost, which has not been personally contracted for by the member.
- 9.02.02. 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.

**9. GENERAL APPLICATION OF PLANS**

**9.02. Limitations and Exclusions**

**9.02.03.** 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:

**9.02.03.01.** Committing or attempting to commit an indictable offence;

**9.02.03.02.** intentional self-inflicted injury or illness;

**9.02.03.03.** participation in a riot or civil insurrection;

**9.02.03.04.** war, whether declared or undeclared;

**9.02.03.05.** working for gain other than under an approved rehabilitation program;

**9.02.03.06.** active duty with any armed force;

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

**9.02.03.08.** reasons other than personal illness or injury;

**9.02.03.09.** an occupational illness or injury **recognized** by the Workers' Compensation Board;

**9.02.03.10.** 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. For disabilities due to mental or emotional disorders the member must be under the continuous care of a psychiatrist licensed to practice in Canada.

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

**9.02.04.** 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.

**9.02.05.** 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 two **(2)** year period.

Where a spouse has previously been claimed as a dependent under the plans, a subsequent spouse may be claimed only if the member provides evidence that the second spouse qualifies under either **i)** or **ii)** above. In such circumstances the previously claimed spouse shall be deleted.

**9. GENERAL APPLICATION OF PLANS**

**9.02. Limitations and Exclusions**

**9.02.05.**

\*

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 handicap and who are chiefly dependent on the member for support. Medical evidence of the incapacitation will be required.

A child of a common-law spouse who is not also the member's child may be claimed as a dependent only if:

- i) The common-law spouse satisfies the definition of dependent
- and
- ii) Evidence is provided that the child is chiefly dependent on the member for support.

**c. Other Dependents**

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

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

**9.03. Validation of Claims**

**9.03.01.**

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

9. GENERAL APPLICATION OF PLANS9.03. Validation of Claims

9.03.02. An employee/member who is in receipt of benefits from the Income Protection Plan, Long Term Disability Plan or the Supplementation of Compensation Plan shall ensure that he/she is available at all times during receipt of benefits to perform any reasonable obligations required by the City or a Plan Adjudicator to substantiate and/or justify any claim for benefits. An employee/member who leaves the Edmonton area while in receipt of Income Protection Plan benefits, Long Term Disability benefits, or Workers' Compensation supplementation without obtaining prior approval from the City or the appropriate Plan Adjudicator shall not be entitled to receive such benefits for the whole of the period which the employee is outside of the Edmonton area.

9.03.03. 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:

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

9.03.03.02. 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;

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

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

9.03.04. An employee who has been absent from work due to a disability may be required to produce a medical certificate signed by a licensed physician which states that such employee is medically fit to return to the duties of his/her position, in order to be eligible to return to work.

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

9.04. Benefits Entitlement During Leaves of Absence

9.04.01. An employee/member who is absent from work without pay shall not be eligible to receive benefits from any plan for the period of the absence, except for Alberta Health Care, Group Life Insurance, Supplementary Health Care and Dental Plans, provided that the employee/member has made arrangements to prepay the total premium contributions of such Plans.

9.04.02. 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.

9. GENERAL APPLICATION OF PLANS

9.05. 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.

10. ADMINISTRATION OF PLANS

10.01. 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.

10.02. In the event that a Plan makes a payment to a member which exceeds the amount which the member is entitled to receive according to the Collective Agreement, the City shall deduct from the member's pay cheque a dollar amount equivalent to the dollar amount which the employee received in excess of his/her entitlement and shall allocate such funds to the appropriate Plan.

10.03. 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.

10.04. An advisory committee shall be formed in respect to each Plan named in this Collective Agreement or the parties may mutually agree to establish one advisory committee to review all Plans named in this Collective Agreement. Each committee shall make recommendations to the parties on administrative difficulties, investments and policy changes. Each advisory committee shall be composed of an equal number of representatives from the Association and the City. The advisory committees for the Dental and Supplementary Health Care Plans shall be empowered to adjudicate appeal.

SIGNED this 21<sup>st</sup> day of February, A.D. 2001

THE EDMONTON POLICE ASSOCIATION

[Signature]  
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\_\_\_\_\_  
\_\_\_\_\_  
Witnessed By: [Signature]

CITY OF EDMONTON

[Signature]  
\_\_\_\_\_  
[Signature]

As to Form [Signature]  
City Solicitor  
As to Contents [Signature]  
Head of Department

## APPENDIX I - THE EDMONTON POLICE ASSOCIATION - SALARY SCHEDULE

Salary Admin Plan	Job Code	Rank	Grade	Differential	Jan 2, 2000 - Dec 30, 2000		Dec. 31, 2000 - Dec. 29, 2001		Dec 30, 2001 - Dec 28, 2002	
					Annual	Bi-weekly	Annual	Bi-weekly	Annual	Bi-weekly
71M	0977	Staff Sergeant	007	132	74,778	2,865	77,021	2,951	79,332	3,040
71M	0976	Sergeant	006	120	67,980	2,605	70,019	2,683	72,120	2,763
71M	0978	Detective	006	120	67,980	2,605	70,019	2,683	72,120	2,763
71M	0974	Senior Constable (Level II)	005	109	61,749	2,366	63,601	2,437	65,509	2,510
		Senior Constable (Level I)		107	60,616	2,322	62,434	2,392	64,307	2,464
71M		Constable (hired after 12/28/91):	001							
		5th Year		100	56,650	2,170	58,350	2,236	60,101	2,303
		4th Year		90	50,985	1,953	52,515	2,012	54,090	2,072
		3rd Year		80	45,320	1,736	46,680	1,789	48,080	1,842
		2nd Year		70	39,655	1,519	40,845	1,565	42,070	1,612
		1st Year		60	33,990	1,302	35,010	1,341	36,060	1,382
71M	0979	Evaluator	003	76	43,054	1,650	44,346	1,699	45,676	1,750

**Notes:**

1. **Bi-weekly** rates are derived by dividing the annual rate by 26.1 pay periods.
2. All numbers are rounded to the nearest dollar.
3. The Sergeant and Detective ranks are considered equal and transferable.

# **THE EDMONTON POLICE ASSOCIATION**

The following Addenda and Letters of Understanding  
to the 2000 - 2002 Collective Agreement  
are grouped together for signing purposes only.

## LETTERS OF UNDERSTANDING

between

**THE CITY OF EDMONTON**  
A Municipal Corporation  
(hereinafter called the "City")

Of The First Part

- and -

**THE EDMONTON POLICE ASSOCIATION**  
of the City of Edmonton, in the Province of Alberta  
(hereinafter called the "Association")

Of The Second Part

### Letter #1

#### LEGAL COUNSEL

When the Chief, the Association or a member is informed of a pending legal action and the member requires legal counsel under Article 16 of the collective agreement the following process will apply:

1. The party who is served the notice of the legal action will forthwith notify the other two (2) participants in the process (e.g. if the member is served, he will advise the Association and the Chief).
2. None of the parties will engage legal counsel in respect of a legal action against a member until the Chief and the Association have met and consulted on appropriate legal representation for all members of the Edmonton Police Service concerned.
3. The Chief and the Association will meet and consult respecting the appointment of appropriate counsel.
4. The Chief and the Association will make every effort to reach consensus on appropriate legal representation for all members concerned taking into account the following considerations:
  - a. where **two (2)** or more members do not have a conflict of legal interests, then the same counsel will be used;
  - b. where two (2) or more members may have a conflict of legal interests, then as many counsel as required to represent the different interests will be engaged;
  - c. local legal counsel will be **utilized** whenever possible;
  - d. the significance of the charges and the severity of the possible consequences upon the member, will be a factor in **selecting** the appropriate legal counsel.
5. It is understood where the City of Edmonton and a member are named as co-defendants in a civil action and the potential liability of the City of Edmonton is contingent upon the master/servant relationship (as established pursuant to section 181(b) of the Highway Traffic Act - i.e. police vehicle accidents), then the member shall be represented by the City of Edmonton's Legal Department (City Solicitor's Office).

Letter #2

HEALTH CARE SPENDING ACCOUNT

The City agrees to develop and implement, by the first pay period in 2002, a Health Care Spending Account, as follows:

- Each active, full-time member of the Police Association will be provided with a Health Care Spending Account in the amount of **\$500.00** per 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.

---

Letter #3

SUPPLEMENTARY HEALTHCARE PLAN DEDUCTIBLE

Effective December 30, 2001, the **\$15.00** deductible will be increased to **\$30.00** per year, and reference to the **\$15.00** deductible will be changed to **\$30.00** throughout Part II -- Health and Welfare Benefits, where applicable.

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Letter #4

SUPPLEMENTARY HEALTH CARE PLAN, ARTICLE 6.02.

The City agrees to advise and consult with the Union prior to the implementation and application of the following changes to Part II, Health and Welfare Benefits, Supplementary Health Care Plan, Article 6.02:

- **Adoption** of a **recognized** third party drug **formulary**
- Use of least alternative drugs
- Maximum dispensing fee of **\$5.00** per prescription

To ensure that the changes are appropriate and cost-effective, the parties also agree to review the plan experience with respect to these changes after a one-year period.

Letter #5

DENTAL PLAN

The parties agree to meet to resolve the basis for reimbursement for the Dental Plan expenses by March 31, 2001. If required, the deadline may be extended by mutual agreement.

SIGNED this 21<sup>st</sup> day of February, A.D. 2001

THE EDMONTON POLICE ASSOCIATION

[Signature]  
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\_\_\_\_\_  
\_\_\_\_\_  
Witnessed By:

[Signature]

CITY OF EDMONTON

[Signature]  
\_\_\_\_\_  
[Signature]

As to Form	<u>[Signature]</u> City Solicitor
As to Contents	<u>[Signature]</u> Head of Department

**Addendum #1**

**ADDENDUM TO THE  
COLLECTIVE AGREEMENT**

between

**THE CITY OF EDMONTON**  
A Municipal Corporation  
(hereinafter called the "City")

Of The First Part

- and -

**THE EDMONTON POLICE ASSOCIATION**  
of the City of Edmonton, in the Province of Alberta  
(hereinafter called the "Association")

Of The Second Part

The following provisions shall apply to those incumbents who are hired as part-time Call Evaluators in the Communications Division. Unless otherwise specified, clauses contained in the Main Agreement shall continue to apply. Clauses in this Addendum which have the same numerical designation as clauses in the Main Agreement shall supersede those clauses of the Main Agreement. Where conflict or differences exist between the clauses contained in the Addendum and the clauses contained in the main portion of the Collective Agreement, the specific provisions contained in this Addendum shall prevail in respect of the aforementioned members who are hired as part-time Call Evaluators.

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

3. DEFINITIONS

3.25. Watch

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

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

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#### 4. ASSOCIATION - SECURITY

##### 4.03. Check-Off of Association Dues

Delete this provision.

#### 5. WORKING CONDITIONS

##### 5.01. Hours of Work

5.01.01. The regular hours of work shall consist of not less than four (4) hours and shall not exceed twelve (12) hours per day. Insofar as it is reasonable and practicable, the regular hours of work shall be consecutive. If the regular hours of work consist of five (5) or more hours per day, a thirty (30) minute lunch period shall be included as part of the regular hours of work.

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

5.01.03. Delete this provision.

##### 5.02. Days

Delete this provision.

##### 5.03. Overtime

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

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

##### 5.03.05. Call-Out

--

Delete this provision.

##### 5.04. Pay for Work on Off Days

Delete this provision.

5.06. Court Time

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

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

5.08. Watch Differential

Delete this provision.

5.12. Accumulated Time

Delete this section.

6. REMUNERATION

6.02. Service Pay

Delete this section.

7. FRINGE BENEFITS

7.01. Statutory Holidays

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

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

7.01.06. Delete this provision.

7.02. Annual Vacation Leave

Delete this entire section.

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

7.03. Leave of Absence

7.03.03. Bereavement Leave

Delete this entire section.

7.03.07. Leave for Medical and Dental Appointments

Delete this provision.

7.04. Supplementation of Compensation

Delete this entire section.

7.05. Clothing

Delete this entire section.

7.06. Transportation

Delete this provision.

7.07. Telephones

Delete this provision.

7.08. Pensions

Delete this provision.

8. EMPLOYMENT

Delete this entire section.

9. PROMOTIONS

Delete this entire section.

12. APPEALS ARISING FROM DISCIPLINE PROCEDURE

Delete this provision.

13. OBSERVANCE OF RULES AND REGULATIONS

13.02. Delete this provision.

**15. INCAPACITY TO PERFORM REGULAR DUTIES**

Delete this provision.

**PART II - HEALTH AND WELFARE BENEFITS**

Delete this entire part of the Collective Agreement.

**DISCONTINUANCE OF ADDENDUM**

Either of the parties may decide at any time to discontinue this Addendum. Notice of such action must be given not less than ninety (90) calendar days prior to the proposed date of discontinuance.

**ADDENDUM TO THE  
COLLECTIVE AGREEMENT**

between

**THE CITY OF EDMONTON**  
A Municipal Corporation  
(hereinafter called the "City")

Of The First Part

-and-

**THE EDMONTON POLICE ASSOCIATION**  
of the City of Edmonton, in the Province of Alberta  
(hereinafter called the "Association")

Of The Second Part

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

3. DEFINITIONS

3.25. Watch

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

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

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

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

3.25.04. Where a watch falls equally within two (2) of the above mentioned time periods, that watch shall be determined by the time period in which it commenced.

---

## 5. WORKING CONDITIONS

### 5.01. Hours of Work

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

5.01.03. Members shall have a minimum forty-eight (48) hours' notice of any change in their scheduled watch. In the event that a member's watch is changed contrary to the provisions of 5.01.03., and he works such watch, he shall be paid at the applicable overtime premium for those hours worked which are outside of his scheduled watch.

5.01.05. Shift trades involving a member working two (2) consecutive shifts will not be permitted.

### 5.03. Overtime

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

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

### 5.06. Court Time

5.06.01. Upon the application of a member detailed for **first** watch duty and who is required to attend both forenoon and afternoon sessions at Court on the same calendar day, such member, when practicable, shall be granted the watch preceding or following such sessions off and the time equivalent of such watch shall be deducted from his accumulated time. After attendance at Court, such member will be credited with appropriate court time.

5.06.02. Upon the application of a member detailed for third watch duty and who is required to attend both forenoon and afternoon sessions at Court on the same calendar day, such member, when practicable, shall be relieved **from** duty for said watch and the time equivalent of such watch shall be deducted **from** his accumulated time. After attendance at Court, such member will be credited with appropriate court time.

5.06.09. Where a member is required by subpoena to attend and give evidence in a Court outside of the City and where he will practically require the use of a commercial airline or other commercial travel, the following provisions shall apply:

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5. WORKING CONDITIONS

5.06. Court Time

5.06.09.01. If the member's trip is during the course of scheduled weekly hours, the member will receive straight-time rate, but will be relieved of normal duties for at least ten (10) hours prior to the commencement of his trip and at the conclusion of his trip.

5.06.09.03. Each day that the member is on such duty will be considered as equivalent to his scheduled tour of duty. No overtime provision will apply nor will there be any reduction to the consideration of his scheduled tour of duty if the member's trip is in fact less than the duration of his scheduled tour of duty.

5.06.09.05. If the member's trip involves a day of scheduled weekly leave, then the member will receive an amount equal to two (2) times the number of hours he would have normally been scheduled to work on such day.

19. REVERSION TO FIVE-DAY WORK WEEK

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

20. INTEGRATION OF COMPRESSED WORK WEEK

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

**ADDENDUM TO THE  
COLLECTIVE AGREEMENT**

between

**THE CITY OF EDMONTON**  
A Municipal Corporation  
(hereinafter called the "City")

Of The First Part

-and-

**THE EDMONTON POLICE ASSOCIATION**  
of the City of Edmonton, in the Province of Alberta  
(hereinafter called the "Association")

Of The Second Part

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

It is specifically provided that all job sharing arrangements shall only be implemented in areas of the Police Service which are approved by the Chief of Police and shall be limited to positions within the Constable rank.

**GENERAL PROVISIONS**

The following "General Provisions" shall apply to all job sharing arrangements:

- a. A member may apply in writing to the Chief of Police for approval of a job sharing arrangement.
- b. A member who receives approval to commence a job sharing arrangement shall not engage in gainful employment with another employer while also engaged in an approved job sharing arrangement unless specifically approved by the Chief of Police.
- c. Members shall be responsible for securing another Constable interested in the proposed job sharing arrangement.
- d. Members must have completed five (5) years of continuous service as a Constable in order to be eligible to apply for a job sharing arrangement.
- e. In the event of an absence of either member engaged in the job sharing arrangement, the remaining member shall work the time not worked by the absent member, unless the remaining member is unable to work the extra hours.

GENERAL PROVISIONS

- f. In the event that one (1) of the members engaged in the job sharing arrangement does not wish to continue participating in the arrangement, he/she shall provide thirty (30) days written notice of his/her intention to discontinue the arrangement. The remaining member in the job sharing arrangement shall be required to secure another Constable interested in continuing the job sharing arrangement and must provide the name of any interested Constable to the Police Chief before **expiry** of the thirty (30) day notice period referred to above. Failure to provide a suitable replacement shall automatically cancel the job sharing arrangement effective upon the **expiry** of the thirty (30) day notice period. The City reserves the right to revert all affected members to full-time Constable positions and in the event that a member is unwilling to revert to full-time employment he/she will have his/her employment with the Police Service terminated unless otherwise approved by the Chief of Police.
- g. A shift schedule incorporating any job sharing arrangement shall be designed by the Police Service.
- h. Members are permitted to job share for a maximum of three (3) years, however, in extenuating circumstances and upon mutual agreement between the Chief of Police and Edmonton Police Association, a member may request an extension to a maximum of two (2) additional years.
- i. Members, while participating in job sharing, will not be eligible to participate in the promotion process.
- j. Seniority entitlement will be pro-rated according to reduced hours of work.
- k. Members will receive fifty (50) percent of the regular annual Boot Allowance.
- l. Members will remain members of the Edmonton Police Association and, accordingly, will pay full dues.
- m. Benefit plans remain in effect as per City Policy and the Collective Agreement unless otherwise stated in this Addendum.
- n. To become **re-eligible** for participation in the promotion process, a member must have concluded a job sharing term and returned to work for one full year.
- \*\* o. Increment entitlement will be pro-rated according to reduced hours of work.

COLLECTIVE AGREEMENT CHANGES3. DEFINITIONS3.23. Regular Rate of Pay

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

3.26. Watch

“Watch” shall mean a scheduled tour of duty consisting of twelve (12) hours or less.

COLLECTIVE AGREEMENT CHANGES5. WORKING CONDITIONS5.01. Hours of Work

5.01.01. The regular hours of work shall consist of one (1) watch per day for five (5) days per week. Insofar as it is reasonable and practicable, the regular hours of work shall be consecutive. The regular hours of work shall average forty (40) hours or less per week, shared equally (twenty [20] hours per week per member) over the shift cycle.

5.01.03. Members shall be advised of any change in their scheduled watch prior to the **expiry** of the watch preceding the change. In the event that a member's watch is changed contrary to the provisions of 5.01.03., and he/she works such watch, he/she shall be paid at the applicable overtime premium for those hours worked which are outside of his/her watch. This article shall not apply to those situations wherein a member is fulfilling the work requirements of the Constable engaged in the job sharing arrangement with him/her.

5.03. Overtime

5.03.01. Members required to work hours in excess of their assigned watch shall be paid in accordance with 5.03.04. at two (2) times their regular rate of pay for such excess hours. This article shall not apply to those situations wherein a member is fulfilling the work requirements of the Constable engaged in the job sharing arrangement with him/her.

5.03.05. Call-Out

Any member who is called out for work outside his watch, but not immediately preceding it, shall receive not less than five (5) hours' pay at his regular rate of pay, or pay at the applicable premium for the actual time worked, whichever is greater. Calls within two (2) hours of each other shall be considered as one (1) call for the purpose of computing minimum pay for a member called out. This clause shall not prejudice other conditions set forth in this Agreement covering specified off-duty assignments.

This article shall not apply to those situations wherein a member is fulfilling the work requirements of the Constable engaged in the job sharing arrangement with him/her.

5.06. Court Time

5.06.01. Upon the application of a member detailed for first watch duty and who is required to attend both forenoon and afternoon sessions at Court on the same calendar day, such member, where practicable, shall be granted the watch preceding or following such sessions off and shall have deducted from his/her accumulated time, the number of hours which are equivalent to his/her first watch. After attendance at Court such member will be credited with appropriate court time.

5.06.02. Upon the application of a member detailed for third watch duty and who is required to attend both forenoon and afternoon sessions at Court on the same calendar day, such member, when practicable, shall be relieved from duty for said watch and shall have deducted from his/her accumulated time, the number of hours which are equivalent to his/her third watch. After attendance at Court, such member will be credited with appropriate court time.

## 5. WORKING CONDITIONS

### 5.06. Court Time

5.06.05. On one (1) of a member's off-duty days, the credit allowance for one (1) court appearance (a.m. or p.m.) shall be four (4) hours. If a member attends Court as a witness in both the forenoon and afternoon of the same off-duty day, he/she shall be credited with eight (8) hours.

5.06.09.03. Each day that the member is on such duty will be considered as regular tour of duty. No overtime provision will apply nor will there be any reduction to the consideration of the tour of duty if the member's trip is in fact less than the number of hours of his/her watch in duration.

5.06.09.05. If the member's trip involves a day of scheduled weekly leave, then the member will receive two (2) times his regular hourly rate of pay for each hour of scheduled leave involved.

## 7. FRINGE BENEFITS

### 7.01. Statutory Holidays

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

### 7.02. Annual Vacation Leave

7.02.01. A permanent or probationary member, upon completion of one (1) year of continuous employment with the City, shall be eligible for fifteen (15) times the average daily hours of work paid vacation leave; upon completion of eight (8) years of continuous employment, twenty (20) times the average daily hours of work paid vacation leave; upon completion of seventeen (17) years of continuous employment, twenty-five (25) times the average daily hours of work paid vacation leave; and upon completion of twenty-three years of continuous employment, thirty (30) times the average daily hours of work paid vacation leave. Vacation leave shall be paid at the regular rate of pay for the class of position to which the member is permanently appointed or serving the required probationary period or trial term thereof.

7.02.13. All necessary and reasonable travel expenses, including food and lodging, actually incurred by a member of the Department in returning him **from** vacation to undertake any duty required of him during his 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 he is required to attend Court during the vacation period allotted to him, he shall have the responsibility of bringing these circumstances to the **attention** of his Divisional Head immediately upon being so advised.

For purposes of this clause only, vacation shall mean the annually scheduled periods of vacation which a member has been formally assigned, on the basis of seniority and in accordance with Department regulations, and shall include any off-duty days which occur immediately preceding, immediately following or which are encompassed within the vacation days scheduled.

7. FRINGE BENEFITS

7.02. Annual Vacation Leave

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

Where a member is required to return from scheduled annual vacation to attend court he shall be paid travel time on an hour for hour replacement up to a maximum of his normal daily watch for each day in travel status, excluding the day or days he attends court. There will be no compensation for travel time if less than one (1) hour. The member may elect to accumulate the times equivalent in accordance with 5.12.

7.03. Leave of Absence

7.03.07. Leave for Medical and Dental Appointments

Delete this provision.

7.04. Supplementation of Compensation Award

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

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

DISCONTINUANCE OF ADDENDUM

Either of the parties may decide at any time to discontinue this Addendum. Notice of such action must be given not less than ninety (90) calendar days prior to the proposed date of discontinuance.

SIGNED this 21<sup>st</sup> day of February, A.D. 2001

THE EDMONTON POLICE ASSOCIATION

[Signature]  
\_\_\_\_\_

Witnessed by:

[Signature]  
\_\_\_\_\_

CITY OF EDMONTON

[Signature]  
\_\_\_\_\_

APPROVED  
As to Form [Signature]  
City Solicitor  
As to Contents [Signature]  
Head of Department