

COLLECTIVE AGREEMENT  
between  
THE CITY OF EDMONTON  
- and -  
THE EDMONTON POLICE ASSOCIATION

Duration: December 23, 2018 to December 20, 2020





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NOTES

An asterisk (\*) designates a clause that existed in the previous Agreement which has been reworded in this one.

A double asterisk (\*\*) designates a new clause.

COLLECTIVE AGREEMENT

between

THE CITY OF EDMONTON

a Municipal Corporation

(hereinafter called the "City")

of the First Part

- and -

THE EDMONTON POLICE ASSOCIATION

of the City of Edmonton, in the Province of Alberta

(hereinafter called the "Association")

of the Second Part

## 1 AMENDMENT AND TERMINATION

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

The duration of this Agreement shall be for the period from December 24, 2017 to December 20, 2020. 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 (hereinafter referred to as "EPS" or "the 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 biweekly pay period divided by ten (10). The average scheduled hours of work shall be calculated over the member's complete shift cycle. Where a member is not subject to a shift cycle, the average scheduled hours of work shall be determined by dividing the total hours worked by the member in the preceding four (4) pay periods by four (4) and further dividing this quotient by ten (10).

#### 3.02 Calendar Day

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

#### 3.03 Calendar Days

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

#### 3.04 Calendar Week

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

#### 3.05 Calendar Year

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

#### 3.06 Call-Out

"Call-Out" shall mean the summoning of a member back to their place of work during their 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 (EPS) appointed by the City or the Executive Officer of the Service acting in the Chief's 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 (EPS), Police Commission or City inquiries or hearings.

### 3.11 Court Time

"Court Time" shall mean any attendance at any Court inquiry, hearing or mediation by a member while the member 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 their police duties.

### 3.12 Interpretations

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

### 3.13 Member (Applicable to Part I)

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

### 3.14 Member (Applicable to Part II)

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

### 3.15 Monthly Salary

"Monthly Salary" when used herein shall mean:

Annual salary at regular rate of pay / 12 = Monthly Salary

### 3.16 Off Days

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

### 3.17 Police Commission

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

### 3.18 Edmonton Police Service

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

### 3.19 Position

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

### 3.20 Regular Hourly Rate Of Pay

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

### 3.21 Regular Rate Of Pay

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

### 3.22 Senior Constable

"Senior Constable" (Level I) shall mean a Constable with eight (8) or more years of service from a combination of continuous service as a Constable with the City and/or continuous eligible experience as outlined in 8.06 and who remains in the continuous employ of the City and is qualified for promotion in accordance with the provisions under Article 9 *Promotions* of this Agreement.

"Senior Constable" (Level II) shall mean a Constable with eleven (11) or more years of service from a combination of continuous service as a Constable with the City and/or continuous eligible experience as outlined in 8.06 and who remains in the continuous employ of the City and is qualified for promotion in accordance with the provisions under Section 9, "Promotions" of this Agreement.

### 3.23 Seniority

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

#### LEAVES OF ABSENCE

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

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

#### RELIEF POSITIONS

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

#### SENIORITY LISTS

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

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

### 3.24 Vacation Credits

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

### 3.25 Watch

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

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

### \*\* 3.26 Acronyms

- 3.26.1 “The City” or “the City” shall mean “the City of Edmonton”.
- 3.26.2 “EPA” or “the Union” or “the Association” shall mean “the Edmonton Police Association” or “Edmonton Police Association”.

## 4 ASSOCIATION – SECURITY

### 4.01 Recognition

The City recognizes the EPA, 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.

The EPA recognizes that it is the function of the City to exercise the regular and customary function of management and to direct the working forces of the City in a fair and reasonable manner, subject to the terms of this Agreement.

### 4.02 No Discrimination

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

### 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 EPA. This deduction shall commence with the first pay period and shall be forwarded to the EPA at the end of each pay period, together with a list of members from whom deductions have been made.

### 4.04 Notices

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

The EPA shall be able to post notices on the EPS's intranet, however the content of the notices must be reviewed and approved by the Chief of Police or designate before being posted.

### 4.05 Employee Information Reports

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

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

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

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

## 5 WORKING CONDITIONS

### 5.01 Hours of Work

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

### 5.02 Off Days

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

### 5.03 Overtime

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

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

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

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

5.03.04 A member who works beyond their 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 (1/2) hour overtime. Likewise, a member who works from and including the thirty-first minute to and including the forty-fifth minute following their eight (8) hour watch shall only receive one-half (1/2) hour overtime and from and including the forty-sixth minute to and including the sixtieth minute following their eight (8) hour watch, the member shall be paid one (1) hour overtime, and so on from half hour to half hour.

#### 5.03.05 Call-Out

Any member, who is called for work greater than one (1) hour in advance of the scheduled start time, shall receive not less than five hours (5) pay at their regular rate 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.

### 5.05 Pay for Work on Statutory Holidays

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

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

### 5.06 Court Time

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

5.06.02 A member who is detailed for third watch duty and required to attend both forenoon and afternoon sessions at Court on the same calendar day, may apply

for, and be relieved from duty for said watch subject to the operational requirements of the EPS. If approved, hours equivalent to one (1) regular watch shall be deducted from their accumulated time or vacation. After attendance at Court, such member will be credited with appropriate Court time.

- 5.06.03 When a member is required to and does attend Court to carry out their duty as a witness during hours other than those of their watch, they shall be allowed equivalent Court time credit but not less than four (4) hours for each such attendance, provided that no member shall be credited for more than one Court appearance in the forenoon and one in the afternoon of any one calendar day, provided, however, that where such attendance or attendances commence during the one (1) hour immediately preceding their watch or are completed within one (1) hour immediately following their watch, the member shall be paid at the specified overtime premium for the interval between the scheduled commencement time of the appearance and the commencement of their watch or between the termination of their watch and the completion time of their Court appearance, as the case may be.
- 5.06.04 On a day a member finishes their last watch at or between 02:00 hours and 08:00 hours, the minimum Court time credit allowed for one Court appearance (a.m. or p.m.) shall be six (6) hours. If a member attends Court as a witness in the forenoon and afternoon of the same calendar day, the member shall be credited with twelve (12) hours.
- 5.06.05 On one of a member's off duty days, the credit allowance for one Court appearance (a.m. or p.m.) shall be eight (8) hours. If a member attends Court as a witness in both the forenoon and afternoon of the same off duty day, the member shall be credited with sixteen (16) hours.
- 5.06.06 It shall be the duty of members to attend any Court when required. If any prescribed witness fee is payable for such attendance, the same shall be remitted to the City.

#### 5.06.07 Notice Of Cancellation or Change

Members shall receive a minimum of eight (8) hours notice of a cancellation or change in a Court appearance. In the event that a member does not receive the above notice and upon appearing at Court finds the session has been cancelled or re-scheduled, they shall receive the appropriate minimum Court time credit allowed for one Court appearance (morning or afternoon).

- a) Members who receive notice of cancellation or re-scheduling of court session from the Crown within the two (2) hour period of the time they were required to appear, shall not be required to appear at Court to be eligible for the appropriate minimum Court time credited.
- b) Members shall not be eligible for afternoon court time credit in instances where they are subpoenaed to attend forenoon and afternoon Court, and they are advised by the Crown in the forenoon that afternoon Court attendance is not required.
- 5.06.08 Court sessions shall be credited as forenoon (a.m.) or afternoon (p.m.) in accordance with the following:
- 5.06.08.01 A Court attendance shall constitute a forenoon (a.m.) session when a member attends a Court session which commences in the forenoon (a.m.) and adjourns at or prior to 12:30 p.m.
- 5.06.08.02 A Court attendance shall constitute an afternoon (p.m.) session when a member attends a Court session which commences in the afternoon (p.m.).

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

#### 5.06.09 Out of Town Court

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

- 5.06.09.01 If the member's trip is during the course of scheduled weekly hours, the member will receive straight-time rate, but may be relieved of normal duties by utilizing vacation time and/or banked time for the regular tour of duty prior to the commencement of the trip and/or at the conclusion of the trip.
- 5.06.09.02 Each day that the member is on second watch will be considered as a regular tour of duty. No overtime provision will apply nor will there be any reduction to the consideration of a regular tour of duty if the member's trip is in fact less than the regular tour of duty in duration.
- 5.06.09.03 Members will receive travel time in excess of the normal tour of duty and for travel on off days. The travel times takes effect from the Edmonton Police Service headquarters to the destination. This will be paid on an hour for hour replacement up to a maximum of the normal tour of duty. Travel time will also be paid from court back to Edmonton Police Service headquarters up to a maximum of the normal tour of duty.
- 5.06.09.04 The member will receive court time compensation in accordance with 5.06.03, 5.06.04, and 5.06.05.
- 5.06.09.05 If the member's trip involves a scheduled day off on which the member is required to be available in relation to the court case, the member would receive double time for the normal tour of duty. Every effort shall be made by the member and supervisor to adjust the member's shift to second watch.
- 5.06.09.06 The member will receive per diem allowances for meals and expenses as per the current City Policy.
- 5.06.09.07 Mode of travel will be in accordance with both the EPS and the City's policy.
- 5.06.09.08 Out of town court and travel while on approved scheduled annual vacation shall be compensated in accordance with 7.02.10, 7.02.10.01 and 7.02.11.
- 5.06.10 Where a member is required by subpoena to attend and give evidence in a Court more than forty (40) kilometres outside of the City and where travel will require the use of a commercial airline or other commercial travel, the following will apply:
- 5.06.10.01 If the member's trip is during the course of scheduled weekly hours, the member will receive straight-time rate, but may be relieved of normal duties by utilizing vacation time and/or banked time for the regular tour of duty prior to the commencement of the trip and at the conclusion of the trip
- 5.06.10.02 Each day that the member is on second watch will be considered as a regular tour of duty. No overtime, provision will apply nor will there be any reduction to the consideration of a regular tour of duty if the member's trip is in fact less than the regular tour of duty in duration.
- 5.06.10.03 Members will receive travel time in excess of the normal tour of duty and for travel on off days. The travel time takes effect from the EPS headquarters to



the airport, includes flying time and then from the airport to the destination. This will be paid on an hour for hour replacement up to a maximum of the normal tour of duty. Travel time will also be paid from the destination back to EPS headquarters up to a maximum of the normal tour of duty.

- 5.06.10.04 The member will receive court time compensation in accordance with 5.06.03, 5.06.04, and 5.06.05.
- 5.06.10.05 If the member's trip involves a scheduled day off on which the member is required to be available in relation to the court case, the member would receive double time for the normal tour of duty. Every effort shall be made by the member and supervisor to adjust the member's shift to second watch.
- 5.06.10.06 The member will receive per diem allowances for meals and expenses as per the current City Policy.
- 5.06.10.07 Out of town court and travel while on approved scheduled annual vacation shall be compensated in accordance with 7.02.10, 7.02.10.01 and 7.02.11.
- 5.06.11 A member, who is in receipt of disability benefits from the income Protection Plan, will remain on their normal schedule and if required to attend Court sessions as a witness, shall be compensated in accordance with the provisions of Article 5.06 *Court Time*. A member who is in receipt of disability benefits from the Long Term Disability Plan is not entitled to Court Time benefits. A member who has been receiving Workers' Compensation benefits will remain on the member's normal schedule and if required to attend Court sessions as a witness, shall be compensated in accordance with the provisions of 5.06.
- 5.06.12 A member, who is on voluntary leave of absence, and is required to attend Court sessions as a witness, shall be considered to be on second watch and shall receive four (4) hours' pay at their regular rate of pay for each forenoon or afternoon Court session attended, subject to 5.06.08.01 and 5.06.08.02.

## 5.07 Temporary Change of Duty

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

EPS reserves the right to determine whether a temporary vacancy in a senior position is required to be filled but, once such determination is made, the member appointed to relieve shall receive the regular rate of pay of the senior position from the first hour of acting in such capacity. Should a vacancy in a senior position be required to be filled on a temporary basis and it is expected to exceed six (6) months in duration, the temporary position shall be posted.

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

- 5.07.01 If a member:
  - a) relieves in a senior position; or
  - b) is promoted to a senior position; or
  - c) a combination of both (a) and (b) abovefor 1,041 regularly scheduled straight-time hours or more in a payroll year, the member shall be compensated retroactively in the following calendar year for annual vacation leave, statutory holidays and sick leave benefits, at the rate of pay assigned to the position which corresponds to the senior position the

member held most during the payroll year.

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

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

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

## 5.08 Watch Differential

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

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

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

## \* 5.09 Detainee Management Unit

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

## 5.10 Standby Pay

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

- ♦ On a scheduled working day, they shall receive one (1) hour's pay.
- ♦ On scheduled days off and not required on a statutory holiday, they shall receive two (2) hours pay.
- ♦ Standby Pay may be rated up based on the duties for which the member has been assigned.

## 5.11 Accumulated Time

A member, who works:

- ♦ court time,
  - ♦ overtime,
  - ♦ standby,
  - ♦ statutory holidays,
  - ♦ days in lieu of statutory holidays falling on off days,
  - ♦ statutory holidays falling during periods of annual vacation, and
  - ♦ any other compensable time that the Edmonton Police Service has authorized, such as but not limited to the EPS Pipe Band, Guard of Honour and EPS Chorus,
- shall be paid at the appropriate rate of pay for such time, except that a member may elect that such hours be accumulated in accordance with the following:

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

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

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

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

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

#### 5.11.05 Transfer Of Time

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

## 6 REMUNERATION

### 6.01 Wages

- 6.01.01 The rates of pay established in Appendix I shall apply during the term of this Agreement. Members shall be paid every two (2) weeks.
- 6.01.02 A member who has been absent or unable to perform assigned duties for a period of thirty (30) or more consecutive calendar days for any reason other than paid vacation leave, accumulated time or absence due to illness, valid-heat related portion of a maternity leave or injury arising from a compensable accident, shall have their 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.
- 6.01.03 Should the City issue a member with an incorrect pay cheque, then the City shall make the necessary monetary adjustments and/or take such internal administrative action as is necessary to correct such errors at its earliest reasonable occasion. If there has been an overpayment, the City will develop a reasonable repayment plan.

### 6.02 Service Pay

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

### 6.03 Stacking of Premiums

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

Except as specifically provided in:

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

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

### 6.04 Police Training Officer Premium

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

#### 6.04.01 Exigent Circumstances

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

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

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

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

#### 6.05 Extra Duty Assignment Pay

Members who volunteer for extra duty assignment shall be paid at two (2) times the regular rate of pay for such hours worked. The rate of pay will be based on the current rate of pay of either the 5<sup>th</sup> year Constable, Sergeant/Detective, or Staff Sergeant, as outlined in Appendix I.

## 7 FRINGE BENEFITS

### 7.01 Statutory Holidays

- 7.01.01 The following days shall be recognized as statutory holidays for the purpose of this Agreement and all members shall be entitled to the holidays specified:
- ♦ New Year's Day
  - ♦ Family Day,
  - ♦ Good Friday,
  - ♦ Easter Sunday,
  - ♦ Victoria Day,
  - ♦ Canada Day (July 1 and July 2 when July 1 is a Sunday),
  - ♦ Civic Holiday,
  - ♦ Labour Day,
  - ♦ Thanksgiving Day,
  - ♦ Remembrance Day,
  - ♦ Christmas Day,
  - ♦ Boxing Day (December 26), and
  - ♦ any other holiday which the City allows employees as a whole.
- 7.01.02 Except as herein otherwise provided, all members shall be entitled to all holidays set out in this Agreement without loss of pay.
- 7.01.03 If a holiday falls on the regular off day of a member, they shall be entitled to receive pay equal to one (1) times their average daily hours of work at the regular rate of pay established in Appendix I for the classification of the position to which they are permanently appointed or is serving the required probationary period thereof, or the member may accumulate equivalent hours in accordance with Article 5.11.
- 7.01.04 Employees shall be eligible for the premium pay provisions of 5.05.01 on the normal calendar day, or the legal date for observance of the statutory holiday established by legislation. Premium pay provisions shall not apply under any circumstances to a day in lieu of the actual statutory holiday as may be established by the City.
- 7.01.04.01 In order to comply with the requirements of the Holiday Act when July 1 falls on a Sunday, members shall be eligible for premium pay for hours worked on:
- ♦ Sunday, July 1 and
  - ♦ Monday, July 2.
- 7.01.05 All members shall receive the recognized statutory holiday for which they are eligible, either:
- ♦ with pay, or
  - ♦ other day off with pay in lieu of such statutory holiday, or
  - ♦ pay in lieu of such statutory holiday.
- In order to be eligible for the statutory holiday, employees must be:
- a) available for work in accordance with their shift preceding, during and following the designated day for observance of the holiday, or
  - b) on approved leave for a period of ten (10) working days or less duration.
- Further to 7.01.05 (b), the following limitations apply:
- ♦ If the leave is a result of a compensable accident as provided for in 7.05, members shall only be eligible for the statutory holiday if the period of leave

commences after the observed date of the statutory holiday.

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

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

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

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

#### 7.01.06 Notice

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

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

### 7.02 Annual Vacation Leave

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

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

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

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

- any unused vacation leave or the City shall recover any vacation leave advanced to the member.
- 7.02.04 If a recognized statutory holiday occurs during a period of vacation of a member, they shall be entitled to receive pay equal to one (1) times their average daily hours of work at the regular rate of pay established in Appendix I for the classification of the position to which they are permanently appointed or is serving the required probationary period thereof, or the member may elect to accumulate equivalent hours in accordance with Article 5.11.
- 7.02.05 A member shall be entitled to receive the vacation to which they are entitled in any year in an unbroken period unless otherwise mutually agreed upon by the member concerned and the Chief of Police.
- 7.02.06 A member shall be permitted to carry over vacation credits in accordance with the following:
- ♦ Each member's vacation record shall be balanced and verified annually at payroll year-end. Each member shall be allowed to maintain the equivalent of two (2) times the member's current annual vacation entitlement for use in the forthcoming calendar year.
  - ♦ A member may carry over the excess vacation credits if mutually agreed upon between the member and the City.
  - ♦ A member who has vacation credits in excess of the allowable carry over shall be provided one (1) year in which to use such excess credits. Failure to use excess credits within the one (1) year period may result in the City assigning the vacation period.
- 7.02.07 A permanent member who has been on leave of absence without pay for one (1) full pay period or more shall, for the year in which absence occurs, earn annual vacation with pay proportionate to the number of pay periods that member worked with pay in the service of the City.
- 7.02.08 A member absent because of non-occupational disability shall earn vacation credits in accordance with the following:
- 7.02.08.01 A member who is in receipt of Income Protection benefits shall continue to earn vacation credits.
- 7.02.08.02 A member who is in receipt of Long Term Disability benefits shall cease to earn vacation credits until the employee returns to work for the City in any form of remunerated employment.
- 7.02.09 If a permanent member is absent because of sickness and/or accident which occurred as a result of their employment and is recognized as compensable by the Workers' Compensation Board, they shall earn vacation entitlement during the first twelve (12) months of such disability only. Clause 7.02.08 shall not apply to a member absent for such disability described in 7.02.09.
- 7.02.10 If a member is detailed for duty including attendance at Court while on vacation, they shall be granted their regular rate of pay for the number of hours for which they would have received paid vacation leave for such day, or they may elect to accumulate the time equivalent in accordance with 5.11 and, in addition:
- 7.02.10.01 If the member attends Court, they 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 5.11.
- 7.02.10.02 If the member is detailed for duty, they shall receive pay equal to their regular rate of pay times the number of hours for which they would have received paid vacation leave for such day or pay at two (2) times their regular



rate of pay for the actual time worked, whichever is greater. The member may elect to accumulate the time equivalent in accordance with Article 5.11. 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 (1/2) 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 (1/2) hour at the specified premium and from and including the forty-sixth minute to and including the sixtieth minute, the member shall be paid one (1) hour at the specified premium, and so on from half hour to half hour.

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

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

Where a member is detailed to attend and does attend Court during a period of scheduled vacation and they are not advised prior to the end of their last working shift that their attendance at Court is not required, they 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 5.11.

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

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

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 their vacation, such whole period shall not be included in the member's annual vacation entitlement, but shall be charged to the member's sick pay entitlement, subject to the agreement of the City.

- 7.02.15 All vacation carry over must be taken prior to the current year's vacation entitlement, except as otherwise arranged between the member and the Service.
- 7.02.16 A member on vacation shall be eligible for bereavement leave in accordance with the applicable bereavement leave provisions.
- 7.02.17 Vacations will be allotted on a seniority basis within the smallest operational groups in the service. The number of members to be on vacation at any one time shall be determined through discussion and agreement with the Chief of Police and efforts shall be made to have approximately twenty (20) percent of the members in each group on vacation at one period of time.

Exceptions to the operational requirements outlined above may be granted on a case by case basis, where deemed appropriate by the Divisional Inspector and/or Manager.

### 7.03 Leave of Absence

#### 7.03.01 Leave of Absence Without Pay

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

#### 7.03.02 Employment for Gain While on Leave

a member engaged in other employment for gain while on:

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

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

#### 7.03.03 Benefits While on Leave

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

#### 7.03.04 Return to Work at Leave Expiry Date

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

#### 7.03.05 Disability Leave - Other Employment

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

### 7.03.06 Association (EPA) Business Leave

The parties agree that collaborative relations, between Management of the EPS and the Executive of the EPA, serve the long term interest of the parties (EPS, EPA, and members).

#### 7.03.06.01 Full-Time Association (EPA) Employment

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

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

#### 7.03.06.02 Delegates

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

##### DELEGATE ATTENDANCE AT MEETINGS

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

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

#### 7.03.06.03 Training Requests for EPA Representatives

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

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

#### 7.03.06.04 Negotiations - EPA Representatives

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

#### MEDIATION OR COMPULSORY ARBITRATION MEETINGS

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

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

#### 7.03.07 Bereavement Leave

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

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

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

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

- 7.03.07.02 One-half (1/2) day's leave with pay to attend funeral services of persons related more distantly than those listed in 7.03.07.01 shall be granted upon

request.

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

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

### 7.03.08 Leave for Medical and Dental Appointments

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

### 7.03.09 Maternity/Parental Leave

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

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

Such leave shall commence at any time up to twelve (12) weeks prior, or earlier if a satisfactory medical certificate is produced, to the estimated date of delivery. If, in the opinion of the Police Service, the member is unable to perform the duties of her position or such other alternative position which may be available, for which she is qualified, and in the absence of any valid, health-related disability attributable to the pregnancy, the member shall be required to immediately commence maternity leave.

- a) Parental leave shall be applied for in writing at the earliest possible date, but not less than six (6) weeks prior to the date upon which parental leave is to commence. Where a member is adopting a child, and where the date of the child's placement with the adoptive parent is not foreseeable, the member shall provide written notice of parental leave as early as possible given the circumstances.
- 7.03.09.04 Maternity leave shall be up to seventeen (17) weeks in duration, including any valid, health-related portion that may be encompassed during this period after the birth, which includes the two (2) week Employment Insurance

waiting period.

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

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

#### SUB PLAN PAYMENTS

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

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

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

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

#### 7.03.09.09 Adoption/Parental Leave

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

#### 7.03.09.10 Personal Leave Extensions

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

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

### 7.04 Supplementation of Compensation Award

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

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

It is understood that payments such as annuities or awards payable to the member as a result of a Criminal Injuries Compensation Award, or a civil suit against any third party, arising out of the accident or illness giving rise to this supplementary benefit, or other lump sum payments as defined in 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. Lump sum payments shall be dealt with in accordance with 7.04.04 hereof.

- 7.04.02 When a member is disabled, the City's supplementation payment described in 7.04.01 shall continue until such time as:
- ♦ the member returns to work;
  - ♦ the member reaches the age of sixty-five (65) years;
  - ♦ the member's termination of employment with the Service; or
  - ♦ earnings from alternate gainful employment together with any pensions, annuities and awards not personally contracted for by the member, payable to the member, are equal to or greater than the net pay as defined in 7.04.07.05, whichever occurs first.

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

of the City to make supplementation payments shall cease and desist.

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

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

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

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

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

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

#### 7.04.07 Definitions

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



- 7.04.07.01 "Board" shall mean the Workers' Compensation Board as established by the Workers' Compensation Act, S.A. 1981 c.W-16 as amended.
- 7.04.07.02 "City" shall mean the Corporation of the City of Edmonton.
- 7.04.07.03 "Disability Benefit" shall mean Temporary Total or Partial Disability Benefits as defined in the Regulations to the Workers' Compensation Act.
- 7.04.07.04 "Member" shall mean an employee coming within the jurisdiction of the Police Officers Collective Bargaining Act, R.S.A. 1980 c.P-12.05 as amended.
- 7.04.07.05 "Net pay" shall mean the regular rate of pay of a member less any difference between the income tax payable by that member prior to the onset of disability and the income tax payable by the member after the onset of disability. Further, in the event of permanent disability, the regular rate of pay in respect to the member shall be reduced by the amount of all normal pay deductions, which because of disability, no longer have application.
- 7.04.07.06 "Pension" in relation to the Board, shall mean periodic payments, or a lump sum payment in lieu of periodic payments by the Board to a member for total or partial disability which is either permanent or temporary in nature.
- 7.04.07.07 "Regular rate of pay" shall mean the rate of pay established in Appendix I of this Agreement for the rank or position in which the member was permanently confirmed or serving the required probationary period at the time of disability, provided that, if a member holds a rank or position junior to that of a Fifth Year Constable at the date of disability, it will be deemed for the purpose hereof that progression toward attainment of the Fifth Year Constable rank or position will proceed as provided in the Collective Agreement as if the member was not disabled.
- Except in respect to a member who has not attained Fifth Year Constable rank or position, whose circumstances will be dealt with as provided above, where a pay range exists for any rank, the regular rate of pay shall mean the rate of pay within the pay range that the member was receiving immediately prior to the onset of disability.
- The regular rate of pay as herein defined shall be subject to adjustment by the amount of the general increase negotiated in subsequent Collective Agreements for the rank or position as referred to in Appendix I.

## 7.05 Clothing

- 7.05.01 Members shall receive an annual clothing allotment based on a point system administered by the City. A point shall have the value of one (1) Canadian dollar.
- 7.05.02 Members required to perform their duties in civilian clothing shall be paid a clothing and cleaning allowance at the rate of one thousand two hundred eighty-five dollars (\$1,285) per annum. This allowance shall be prorated based on the number of hours worked for relief/part-time members.
- 7.05.03 If a member does not complete the period for which they have been paid a clothing allowance, a refund to the City shall be made of the unearned portion of the said allowance.
- 7.05.04 Uniformed members detailed for duty in plainclothes for any period of time of one (1) month or over shall be paid a pro-rata clothing allowance for such period at the rates stipulated in 7.05.02 and 7.05.05.

- 7.05.05 All uniformed members shall receive an annual allowance of five hundred ninety-seven dollars (\$597).
- 7.05.06 Uniformed members' clothing must meet the specifications as prescribed by the Chief of Police.
- 7.05.07 When in uniform, members shall wear only that type of footwear approved by the Chiefs Committee, as specified in the applicable Service Directive.
- 7.05.08 Uniforms issued shall be of suitable quality to meet the requirements of the EPS.
- 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 their 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 their point allocation.
- 7.05.12 When a plainclothes member requests a replacement issue of dress uniform, such member shall be responsible for all associated replacement costs, which may be partly defrayed in whole or in part against their point allocation.
- 7.05.13 New members shall be issued a complete kit of uniform and equipment prior to any scheduled active Police Duty assignment.

## 7.06 Transportation

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

## \* 7.07 Telephones

Each member shall be required to have regular access to an operational telephone.

## 7.08 Pensions

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

## 8 EMPLOYMENT

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

## 9 PROMOTIONS / SPECIALIZED POSITIONS / POSTINGS

### 9.01 Promotion Eligibility / Qualification Process

- \* Those eligible for promotion to the rank of Detective or Sergeant shall be Constables who are qualified for promotion according to the provisions contained herein.  
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 and successfully competed in the promotional process outlined in 9.01.03 and 9.01.04. If an appointment is to be made to any vacant or new position and such appointment may provide promotion for any member, such appointment shall be made from among the eligible members that have successfully qualified according to the following conditions:
- \* **9.01.01 Constable Promotion Eligibility Exam Criteria**  
Constables shall be eligible to participate in the qualifying examination in their 5<sup>th</sup> year of service but will not be eligible to temporarily act or relieve in a higher rank, as outlined in 5.07 until they complete 5 years of service.  
Constables shall be eligible to participate in the initial qualifying examination that is held in the next calendar year when they have attained:
  - ♦ five (5) years of continuous service in the EPS to December 31 of the current year, or
  - ♦ five (5) years of Canadian policing service to December 31 of the current year, of which two (2) years are served in the EPS; or
  - ♦ five (5) years of policing service to December 31 of the current year, gained outside of Canada, of which three (3) years are served in the EPS.
  - ♦ Service credits shall only be granted from the date of last enlistment in the EPS.
- \* **9.01.02 Promotion Eligibility Exam/Re-Examination Process**
- \* The initial examination or re-qualification exam will be held each year. The mark necessary to qualify for promotion from Constable to Detective or Sergeant shall be seventy percent (70%). Once constables have attained a mark of seventy percent (70%), they shall be considered as qualified and no further marking of the examination shall take place.  
  
FOR CONSTABLES WHO FIRST WRITE THE QUALIFYING EXAM ON OR AFTER JANUARY 1, 2010:  
Once qualified for promotion, members shall be required to re-qualify by examination following each five (5) consecutive year period of being qualified but not promoted. The EPS reserves the right to notify members that the five (5) year rewrite period is extended to six (6) years, due to operational requirements.
- \*\* **9.01.03 Sustainability for Promotion**  
Before a member is eligible to participate in the promotion process, the member must be deemed suitable for promotion. This assessment will include a review of their employee file and relevant Professional Standards Branch files(s), and readiness for promotion assessment from the member's Divisional Management Team.

\* 9.01.04 Promotion Process

- \* A "Promotion Process Guide" will be issued prior to the start of the promotional process, outlining the details of the process and detailed criteria that will be used. Each promotion process will be the subject of an "After Action Report" that will be a collaborative effort between the EPS and EPA to identify any adjustments required to the overall process. Accordingly the promotional process may be adjusted from time to time with mutual agreement. Should the parties be unable to agree, the promotional process shall be as follows.

The Promotion Process is comprised of five stages:

- ♦ Stage I: (Maximum 10 Points) Candidate's application with promotional points accumulated for education and seniority
- ♦ Stage II: (Maximum 30 Points) Written assessment focusing on key areas of investigation and supervision
- ♦ Stage III: (Maximum 40 Points) Readiness for Promotion Assessment / Divisional Management Team meetings (including the conditional right for the Association to be present)
- ♦ Stage IV: (Maximum 20 Points) Core Value Assessment
- ♦ Stage V: (Maximum zero (0) Points) Promotion Board Meeting / Chiefs Committee / Ratification of Promotions

The promotion process involves a competency-based assessment emphasizing organizational competencies, a written assessment early in the process, and a high level of input concerning a qualified candidate's Readiness for Promotion Assessment from applicable supervisors and management.

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

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

\* 9.01.05 Final Promotion Authority

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

\* 9.02 Specialized Positions / Promoted Vacancy Postings

All Edmonton Police Service Constable duties, other than all positions assigned to Patrol Divisions, IMAC Branch, and Police Communication Branch, shall be considered specialized positions within the EPS.

All EPS promoted Officer duties, including Sergeants, Detective and Staff Sergeant shall not be considered specialized positions within the Edmonton Police Service.

SPECIALIZED CONSTABLE AND PROMOTED POSITION VACANCIES / POSTING PROCESS

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

In the event that an operational need exists, the Deputy Chief i/c of Corporate Services Bureau/Chief Administrative Officer may make a selection with or without a posting and shall advise the Association as to the reasons for doing so.

A Divisional Superintendent shall post all vacancies service wide before a selection is made so that members have the opportunity to express interest. However, members can be laterally transferred within a section without a posting so long as tenure is not exceeded except that a Patrol Division Superintendent may first post the vacancy within the Division. In the event there is no successful candidate from within the Division, the posting shall be made service wide.

In the event the EPS conducts a lateral transfer process, in general, a substantive promoted member will be given consideration over a newly promoted member provided the substantive promoted member has the necessary competency, relevant background, training qualifications, education, experience and merit to fill the vacant position.

Notwithstanding; the Deputy Chief i/c of Corporate Services Bureau/Chief Administrative Officer may approve the selection of a newly promoted member should an organizational need to so so exist and shall advise the EPA as to the reasons for doing so.

\* 9.02.01 Newly Promoted Positions Assignment Tenure

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

\* 9.02.02 Constable Specialized to Specialized Limitation

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

\* 9.02.03 Posting Process with. External Partners

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

\* 9.03 Promotion Limitation / Special Assignment

Except as otherwise provided by this Agreement, the Chief of Police may not promote a member who is not eligible/qualified for promotion according to the

applicable provisions of 9.01.01, 9.01.02, and 9.01.03 without the written approval of the EPA. However, the Chief of Police may appoint a member to a special assignment within the EPS and pay to that member whatever wage or salary the Chief deems advisable so long as the special assignment is not established as part of the EPS and does not entail the supervising and directing of other members of the EPS outside of the scope of the special assignment. 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 EPS 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 their rank or such other rank to which they may have been promoted.



## 10 NEW POSITIONS OR CLASSIFICATIONS

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

"The final settlement for the rate of wages and working conditions is being negotiated."

Any increase in the rate of pay realized through such negotiations shall be paid retroactive to the date the position in the new classification was filled.

\* 11 DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE

\*\* 11.01 Purpose

- \* The parties agree that the purpose of the dispute resolution and grievance procedure is to:
- a) Achieve timely, fair and equitable resolutions to disputes and differences, ideally informally and closest to the individuals involved.
  - b) Encourage open, face-to-face dialogue between the persons affected by a dispute or difference.
  - c) Contribute to and support a positive, harmonious work environment.
  - d) Recognize and respect the roles, interests and accountabilities of all involved.
  - e) Minimize the time and costs involved in resolving disputes.
  - f) Achieve solutions that are consistent with the terms of this collective agreement.

\*\* 11.02 Definitions

- \*\* A dispute is any problem, disagreement or difference involving employees, representatives of the EPS, or EPA representatives.
- A grievance shall be defined as any difference related to the application, interpretation, administration, operation or alleged contravention of the collective agreement and may be filed by either party to this collective agreement. A grievance shall be categorized as follows:
- a) An individual grievance is a dispute affecting one (1) employee.
  - b) A group grievance is a dispute affecting two (2) or more employees.
  - c) A policy grievance is a dispute relating to a general policy, practice or application of the collective agreement and due to its nature is not properly the subject of an individual or group grievance.

\*\* 11.03 Communication

- \* a) Any notice or advice which the Association is required to give to the Employer in respect of any matter referred to herein shall be sufficient if delivered to the Superintendent/Executive Director, Human Resources Division.
- b) Any notice or advice which the Employer is required to give the Association in respect of any matter referred to herein shall be sufficient if delivered to the President or Vice-President of the EPA or to an alternate person specified in writing in advance by the EPA or if sent by registered mail.

\*\* 11.04 Timelines

- a) For the purpose of this process periods of time referred to in days shall be deemed to mean such periods of time calculated on the basis of consecutive calendar days exclusive of Saturdays, Sundays and recognized holidays.
- b) The parties can mutually agree, in writing, to extend the time limits outlined below.

\*\* 11.05 Meetings

- \* a) The employee shall have the right to be accompanied by an EPA representative at any meeting described in this Article.

- b) Meetings at any stage of this dispute resolution and grievance procedure, except where not reasonably possible, will be held during the normal working day with no loss of pay for a participating employee.

## \*\* 11.06 Informal Dispute Resolution

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

- a) At any point during the informal resolution process either party may forego or end the informal resolution process. Either party may initiated a grievance per Article 11.07 *Steps in the Grievance Procedure*, within the prescribed timelines.
- b) Informal dispute resolution is recommended however not mandatory.
- c) Agreements reached at this stage are confidential and without prejudice to the legal or contractual rights of the parties.

## \*\* 11.07 Steps in the Grievance Procedure

\* The parties agree to the following steps in the Grievance Procedure

### \* Step 1 - Consultation

- a) A grievance shall be delivered by the grieving party to the other party, within thirty (30) days of the date that the employee or the Association first became aware of, or reasonably should have become aware of, the occurrence of the incident giving rise to the dispute.
- b) The grievance shall be in writing and shall specify the details of the dispute, the articles of the collective agreement that are alleged to have been violated and the desired resolution.
- c) Within ten (10) days from the date the grievance was submitted, the parties will schedule a date to meet for the purpose of resolving the grievance. The meeting will be convened as quickly as possible involving representatives from Human Resources Division, the EPA and the individuals directly involved in the dispute. The parties agree to engage in respectful dialogue, share information, explore interests and options, and attempt to seek a mutually acceptable resolution.
- d) The party receiving the grievance will communicate a decision in writing within seven (7) days of the meeting.
- e) Agreements reached at this stage are confidential and without prejudice to the legal or contractual rights of the parties.

### Step 2 - Formal Review

- a) The formal review stage does not apply to grievances filed by the EPS. Such grievances will proceed from consultation directly to arbitration if not resolved at consultation.
- b) If a resolution to the grievance is not achieved at Step 1 - Consultation within ten (10) days of receiving the decision the EPA may advance the grievance, in writing, to the Chief of Police (or their designate) with a copy to the Human Resources Division.
- c) Within ten (10) days from the date the grievance was advanced, the Human Resources Division will schedule a date for a hearing with the Chief of Police (or their designate).
- d) The Chief of Police (or their designate), will communicate their decision in

writing within ten (10) days of the conclusion of the hearing.

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

Step 3 - Arbitration

- a) If a resolution to the grievance is not achieved at Step 2 - Formal Review within ten (10) days of the date that the written decision to deny the grievance is communicated, either party may advance the grievance to arbitration by notifying the other party in writing.
- b) The party referring a grievance to arbitration shall notify the other party of the details of the grievance, including the issues in dispute, the interest of the grieving party, the clause or clauses of the Collective Agreement which are alleged to have been violated, and the remedy requested.
- c) Within five (5) days of the grievance being advanced to arbitration the parties shall attempt to agree on a Single Arbitrator to hear the grievance. In the event that the parties are unable to agree upon the selection of an Arbitrator, either party may contact the Government of Alberta, Labour Ministry Mediation Service to randomly appoint a Grievance Arbitration Arbitrator.
- d) Arbitration dates shall be determined with twenty (20) days of the appointment of the Arbitrator.
- e) The Arbitrator shall hear and determine the grievance and shall issue an award in writing.
- f) The arbitration award shall be governed by the terms and conditions of the Collective Agreement and the Arbitrator shall not alter, amend or change the terms of the Collective Agreement.
- g) Where an arbitrator, by way of an award, determines that the collective agreement has been violated, the Arbitrator may issue a declaration that the collective agreement has been violated and may order the affected party to comply with the collective agreement whether or not this remedy was specifically sought in the grievance. An arbitrator may make such remedial orders as is fair and reasonable in the circumstances.
- h) The Arbitrator's award shall be final and binding upon the parties.
- i) Each party shall pay its own costs and expenses in connection with the arbitration and shall share equally the costs and expenses of the Arbitrator.

## 12 APPEALS ARISING FROM DISCIPLINE PROCEDURE

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

## 13 OBSERVANCE OF RULES AND REGULATIONS

- 13.01 Members shall observe all rules and regulations made for the governance of the EPS.
- 13.02 All matters of discipline shall be dealt with in accordance with the Police Service Regulation.
- 13.03 Where there is any conflict between the rules and regulations of the EPS 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 INCAPACITY TO PERFORM REGULAR DUTIES

- \*\* To ensure the health and safety of its members and the community they serve, the EPS has an obligation to ensure that members are fit and able to perform their duties.
- \*\* 14.01 If the EPS has reasonable concern that a member is unable to safely perform their duties due to an illness or medical condition, EPS will take reasonable and necessary steps to inquire if this is the case. Such an inquiry will be managed by the Employee and Organizational Wellness Branch and the following will apply:
- a) EPS will, as soon as reasonably possible, contact the EPA on a confidential basis and advise them of the EPS's concern regarding a member.
  - b) EPS may meet with a member and have an open and frank discussion with the member about the concern(s), including advising the member of Employee Assistance Program options. The EPS will advise the member that they can have the EPA attend the meeting should the member wish.
  - c) The EPS may, if reasonable to do so, request the member provide EPS with confirmation from the member's primary health care provider that the member is medically fit and able to safely perform their duties. The member's primary health care provider will be provided with relevant information, including an outline of the EPS's concerns. This cost of this medical confirmation will be paid for by the EPS.
  - d) If a member refuses to meet with the EPS or provide satisfactory confirmation from the member's primary health care provider, the EPS shall provide the member with a final warning. The member will have seven (7) calendar days to comply with the final warning. If the member has still not met with EPS or provided EPS with satisfactory confirmation from the member's primary health care provider, EPS may then require the member to undergo an independent medical evaluation ("IME"). The physician performing the IME shall be appropriately qualified and selected by the EPS. If an IME is directed, the member shall cooperate with reasonable requests made by the physician, including requests for relevant medical information. Following the examination, the physician shall provide an assessment of the member's fitness to perform their duties to the EPS and a copy of the IME report will be provided to member's physician.
- \*\* 14.02 During the inquiry the EPS may take reasonable steps it deems necessary to mitigate any risks to the member, other members and/or the public. Such steps may include, but are not limited to, modifications to the member's duties, reassignment to a different role, and/or placement on leave with pay.
- \* 14.03 In the event that a member is partially incapacitated as a result of illness or injury, every effort shall be made to first employ this member in the Edmonton Police Service, and only elsewhere in the civic service if no reasonable accommodation can be found anywhere within the EPS, as befits the case.

\* 15 LEGAL EXPENSES AND INDEMNIFICATION

- \* 15.01 The City shall pay all reasonable legal expenses and costs with respect to any criminal or civil action taken against, or in respect of, a member, provided that:
  - a) such action arises out of such member's actions while engaged in their duties as a Police Officer; and
  - b) such action did not constitute a gross disregard or neglect of their duties as a Police Officer.
- \* 15.02 Notwithstanding 15.01, where a member is a defendant in a civil action arising out of the ownership, use or operation of a police motor vehicle the member shall be represented by the City's Law Branch unless there is a conflict between the City's interests and the interests of the member. The member must cooperate with the City's Law Branch in the defence of the action.
- \* 15.03 The City of Edmonton shall indemnify and save harmless any member from any civil legal action, claim, cause or demand that may be made or arises out of the member carrying out the duties of a Police Officer except where the action of the member constitutes a gross disregard or neglect of their duties as a Police Officer, and provided that the member and their counsel reasonably cooperate with the EPS throughout the entire course of the action.
- \* 15.04 A member may be personally disciplined pursuant to the Police Service Regulation of the Police Act. Where a question arises as to whether such discipline is in accordance with the Police Service Regulation or the Police Act, the matter should follow the appeal procedure as outlined in the said regulation and Act. In the event that a court judgment or Law Enforcement Review Board decision is obtained which rules that the discipline referred is not in accordance with the Police Service Regulation or Police Act, the City of Edmonton shall be responsible for the member's legal expenses and costs. In all other cases, the member will be responsible for all their attendant costs.
- \* 15.05 Provided the member's actions do not constitute gross disregard or neglect of their duties as a Police Officer, the EPS will provide legal counsel for any members summoned to attend at a hearing under the Fatality Inquiries Act. Where EPS counsel determines that there is a conflict between the interests of the EPS and the interests of the member, the EPS will pay reasonable legal expenses and costs for counsel retained by the member. The EPS will notify the member in writing as soon as practicable if the EPS will or will not provide legal counsel for the summoned member.
- \*\* 15.06 For greater certainty, the City shall not indemnify and save harmless a member from any action, claim, cause or demand whatever, or be responsible for any legal expenses or costs incurred by a member, arising from grievances, complaints and all other matters governed by the Collective Agreement between the City and the EPA or under the Police Act.
- \* 15.07 The provisions of Article 15 and Article 17 apply to members retired or resigned in good standing, who incur costs and expenses in respect to actions they undertook while engaged in the execution of their duties as Police Officers.
- \* 15.08 The City shall have the right to tax all accounts for which it is responsible pursuant to the provisions of Article 16 and Article 15.

\* 16 RETROACTIVE PAY

- \* 16.01 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.
- \* 16.02 Past members who were in the service before the expiry of the previous collective agreement and the implementation date of this Agreement will receive a retroactive payment based on their period of employment in a rank or ranks coming within the scope of this Agreement, in accordance with the retroactive payment provided in 16.01, if they apply for same in writing within sixty (60) days of the effective date of this Agreement.

\*\* 17 ENHANCED SECURITY CLEARANCE

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

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



## **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 they would have been eligible to participate in the Income Protection Plan shall not be eligible to participate in the Plan until they have returned to work for the City for a period of at least ten (10) consecutive working days.

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

#### **1.02 Cost**

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

#### **1.03 Benefits**

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

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

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

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

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

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

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

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

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

- 1.03.01 If a member is absent from work due to personal non-occupational disability on the first scheduled working day for which the member would otherwise be eligible for increased Income Protection Benefit Entitlement, the member shall not become eligible for such increased entitlement until the member 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 accreditation purposes, a member's anniversary date shall be adjusted by the number of days of leave of absence without pay.
- 1.03.02 If a member is unable to perform the duties of their regular position but is capable of performing modified or alternative policing duties for the EPS, the member may be required to perform such modified or alternative duties until the member is again capable of performing the duties of their regular position.
- 1.03.03 A member's eligibility for Income Protection benefits, including their ability to perform alternative policing duties shall be determined by the Plan Adjudicator and shall be based on medical evidence. The Plan Adjudicator shall be appointed by the City.
- 1.03.04 When a question arises as to whether a member's disability is occupational and the disability is under review by the Workers' Compensation Board, the member shall receive Income Protection benefits in accordance with the member's entitlement until the claim is adjudicated by the Workers' Compensation Board. In the event that the Workers' Compensation Board determines that the disability is occupational, the member shall reimburse the Income Protection Plan, from any monies which may be owed to the member, for the period of absence for

which the claim is considered occupational and for which the member received benefits under the Income Protection Plan.

- 1.03.05 Except as otherwise provided in this Agreement, the monetary value of Income Protection Plan benefits payable under this Plan shall be reduced by any amounts the member may be entitled to from the sources set out as follows, whether or not such amounts are provided for the disability for which benefits are being claimed:
- 1.03.05.01 Benefits from the Canada Pension Plan and/or Quebec Pension Plan, except those Canada Pension Plan and/or Quebec Pension Plan disability benefits payable on behalf of the member's dependents.
- 1.03.05.02 Any monthly income payable as a result of the member's disability from any Plan not personally contracted for by the member including those Plans for which the member has made contributions as a result of Provincial or Federal legislation.
- 1.03.05.03 Any other disability benefits payable to the member as a result of Provincial or Federal legislation. Notwithstanding the above, the City's plans will be considered the first payer with respect to Employment Insurance disability benefits only, subject to the requirements of the Employment Insurance Premium Reduction Program.
- 1.03.05.04 Any monies received from the Crimes Compensation Board which are specifically provided for loss of income.
- 1.03.05.05 Any monies received from the Workers' Compensation Board either directly or by way of lump sum payments or disability pensions in respect of a disability for which benefits are claimed under this Plan.
- 1.04 In the event that an adjustment to the regular rate of pay occurs during the period of time that a member is in receipt of Income Protection benefits, such member shall receive the adjusted rate of pay effective from the date of adjustment.
- 1.05 A member who is compelled to arrange a personal medical or dental appointment during working hours shall be allowed to meet such appointment on City time and without loss of pay, provided that the member is absent from work for a period of three (3) hours or less. Such member shall not be obliged to make up the time spent away from work to keep the appointment. Medical and dental appointments which require the member to be absent from work for longer than three (3) hours shall be debited from a member's accumulated Income Protection benefits.
- However, an employee whose absence exceeds three (3) hours for a medical or dental appointment may use banked overtime or vacation credits for the hours or portion thereof in excess of three (3) hours in order to avoid having the absence counted as an incident of absence.
- 1.06 Each period of absence from work due to non-occupational disability which exceeds three (3) hours, shall be counted as one incident of absence for the purposes of this Plan.
- During any payroll year and in order to control absenteeism, the Police Chief shall have the discretion to inform a member that subsequent incidents of absence in any payroll year shall be payable at seventy-five percent (75%) of the member's regular rate of pay.
- The above noted practice may be implemented after considering a member's absence record in any payroll year. The member shall be provided notice of such practice. Prior to implementing the practice, the Police Chief shall advise and consult with the EPA.

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

## 1.07 Recurring Disabilities

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

## 1.08 Other Benefits While Disabled

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

## 1.09 Duration of Benefits

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

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

## 1.10 Alternative Employment with the City

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

## 1.11 Employment for Gain

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

## 2 LONG TERM DISABILITY PLAN

### 2.01 Waiting Period

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

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

### 2.02 Contributions

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

The City shall administer the Long Term Disability Plan.

### 2.03 Eligibility for Benefits

- \* A member will not be eligible to receive Long Term Disability benefits until their Income Protection benefits have expired.

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

In the event that a member disputes the eligibility decision of the Plan Adjudicator, the member may request a review of the decision by:

- a single independent physician agreed to by the City/EPS and the EPA; or
- where the EPS and the EPA do not agree to a single physician, with a review panel comprised of the Plan Adjudicator (or designate), the physician representing the member, and an independent physician.

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

The single independent physician or review panel shall review the record relied on by the Plan Adjudicator in making its decision and either affirm or reverse the eligibility decision. The decision of the Single independent physician or the majority of the review panel members shall be final and binding on the member, the Plan Adjudicator, the City/ EPS and the EPA.

The cost of the single independent physician or review panel shall be borne by the Long Term Disability Plan. The decision of the single independent physician or the review panel must be consistent with the provisions of Part II, Article 2.15.

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

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

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

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

## 2.06 Duration of Benefits

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

- 2.06.01 The date the member attains their normal retirement age (65 years).
- 2.06.02 The date the member is no longer disabled as defined by the terms of this Plan.

- 2.06.03 The date the member dies.
- 2.06.04 In the case of a member who is laid off from the City, the date such layoff is effective. This clause shall not apply when the period of disability commences and the employee was eligible to receive Income Protection or Long Term Disability benefits, prior to the notice of layoff and the disability has continued beyond the date that such layoff is effective.
- 2.06.05 The date the member is terminated from the employ of the City unless the member is engaged in approved rehabilitative employment with another employer.
- \*\* 2.06.06 The date the member resigns from the employ of the City.

## 2.07 Level of Benefits Provided

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

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

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

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

- 2.07.01 Benefits to which the member is entitled as a result of their disability from the Canada Pension Plan and/or Quebec Pension Plan, except those Canada Pension Plan and/or Quebec Pension Plan disability benefits payable on behalf of the member's dependents. Any cost of living increases to Canada Pension Plan and/or Quebec Pension Plan disability benefits after commencement of Long Term Disability benefits will not affect the amount of Long Term Disability benefit payable.
- 2.07.02 Any monthly income payable as a result of the member's disability from any plan including those plans for which the member has made contributions as a result of



Provincial or Federal legislation.

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

## 2.08 Lump Sum Settlements

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

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

Where such monthly amounts exceed the monthly Long Term Disability benefit, the member, in accepting the lump sum payment, shall automatically release the City and the Association from any and all obligations to the member under this Plan.

- 2.08.02 The member may irrevocably assign the lump sum payment to the Long Term Disability Plan and the Plan shall then be obligated to continue Long Term Disability benefits to the member in accordance with the provisions of this Plan.

## 2.09 Coverage Under Other Benefit Plans While Disabled

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

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

Government Pension Plan. Member and City contributions shall be paid by the Long Term Disability Plan.

## 2.12 Rehabilitative Employment and Training

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

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

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

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

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

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

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

## 2.13 Rehabilitative Employment and / or Training with the City

If, during the initial twenty-four (24) month period following commencement of Long Term Disability benefits, a member remains unable, due to personal non-occupational disability, to perform policing duties but engages in rehabilitative employment and/or training with the City, then the Long Term Disability benefits will continue for the balance of the initial twenty-four (24) month period. However, the Long Term Disability benefits will be reduced to fifty percent (50%) of the amount

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

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

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

- 2.14.01 If, during the initial twenty-four (24) month period, a member remains unable, due to a personal non-occupational disability, to perform policing duties but engages in gainful employment with another employer, and such outside employment is approved by the Plan Adjudicator, the Long Term Disability benefits will continue for the balance of the initial twenty-four (24) month period. However, the Long Term Disability benefits will reduce to fifty percent (50%) of the amount by which the member's bi-weekly rate of pay on the date they first became eligible for Long Term Disability benefits exceeds the average bi-weekly income from such approved outside employment provided always that the resultant amount is not less than the Long Term Disability benefit the member was receiving prior to engaging in alternative employment, nor greater than the member's regular rate of pay on the date they first became eligible to receive Long Term Disability benefits (adjusted by any negotiated increases).
- 2.14.02 A member who is engaged in approved employment with another employer and who is in receipt of Long Term Disability benefits in accordance with this section shall continue their participation in the City's Alberta Health Care Plan, Supplementary Health Care Plan, Dental Plan, Accidental Death Plan and Group Life Insurance Plan unless they have similar coverage under other such plans. Member and City contributions to such plans shall be paid by the Long Term Disability Plan, except that if the member qualifies for the waiver of premium benefit under the Group Life Insurance Plan, no employee contributions to the Group Life Insurance Plan shall be required while the member so qualifies.

- 2.14.03 A member who is engaged in approved employment with another employer and who is in receipt of Long Term Disability benefits in accordance with this section shall continue to belong to applicable pension plans provided this is consistent with the regulations of the pension plans. Member and City contributions to such plans shall continue to be made based on the rate of pay prescribed under the applicable Government Pension Plan. Member and City contributions shall be paid by the Long Term Disability Plan.
- 2.14.04 When a member's participation in the City's Alberta Health Care Plan, Supplementary Health Care Plan, Dental Plan, Accidental Death Plan, Group Life Insurance Plan or applicable pension plans is continued in accordance with this section, it is specifically provided that their participation in such plans will cease upon expiration of the initial twenty-four (24) month period or when the member no longer continues to receive Long Term Disability benefits, whichever occurs first.
- 2.14.05 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 they commenced such employment and no further benefits shall be payable to such member from the Long Term Disability Plan.

## 2.15 Limitations and Exclusions

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

## 2.16 Cost of Living Increases

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

## 2.17 Recurring Disabilities

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

earlier disability and the second period of disability is not fully covered by the Income Protection Plan, then the second period of disability shall be considered an extension of the earlier period of disability and Long Term Disability benefits shall recommence immediately based on the member's regular rate of pay on the date the second period of disability began.

## 2.18 Long Term Disability Plan Advisory Board

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

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

### 3 INCOME REPLACEMENT PLAN PAY-OUT

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

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

129	X	Bi-weekly pay of the employee at the regular rate of pay of their permanent or probationary position on the date prior to membership in the Long Term Disability Plan
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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 (1/2) 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 EPA, its member unions and their respective members relinquish all rights to any monies in the Income Replacement Plan as of date of implementation of the Long Term Disability Plan and thereafter, and such monies shall be retained by the City.

3.04 Layoff shall not affect the member's Income Replacement Entitlement provided that the member is rehired not more than twenty-four (24) months after the date on which such layoff occurred. In instances where a layoff of a member exceeds twenty-four (24) months, such layoff will be deemed to be a resignation for the purposes of this section and the provisions of 3.02 shall apply.

3.05 The lump sum pay-outs which are established for members shall be retained by the City until payment is made to the member. Such lump sum pay-outs shall be increased annually on January 1 according to the percentage increase in the Consumer Price Index for the Edmonton region during the twelve (12) month period ending on the previous November 30 until such time as payment is made to the member.

## 4 GROUP LIFE INSURANCE

- 4.01 A probationary employee who has completed ninety (90) calendar days of continuous employment with the City since the last date they commenced employment as a probationary employee with the City, or a permanent employee, shall be a member of the Group Life Insurance Plan. The City shall pay fifty percent (50%) of the premium and the member shall pay fifty percent (50%) of the premium through payroll deduction.
- 4.02 Monies which accrue as a result of favourable experience shall be retained in a fund to be applied to offset costs at a future date. However, if there is no favourable experience fund, costs which accrue as a result of experience under this Plan or which have accrued as a result of experience under a previous plan shall be shared equally by the City and the members of the Plan. In the event of termination of this Group Life Insurance Plan, monies from any favourable experience fund shall be shared equally between the City and those who are members at that time.
- 4.03 All members shall be insured for lump sum benefit amounts based on their declared dependency status, as specified in the following schedule:

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

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

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

- The member shall pay for one hundred percent (100%) of the premium costs of such insurance through payroll deduction. The City shall not make contributions in respect to this portion of the Group Life Insurance Plan.
- 4.05 A member's Group Life Insurance shall cease thirty-one (31) days after termination of employment or thirty-one (31) days after the member's normal retirement age, whichever occurs earlier.
- 4.06 The Group Life Insurance benefits specified herein shall be subject to the terms and conditions of the insurer's contract.

## 5 ALBERTA HEALTH CARE

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

## 6 SUPPLEMENTARY HEALTH CARE PLAN

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

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

Participation in this Plan shall terminate on:

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

### PENSIONER PARTICIPATION

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

Coverage for the retired member participating in the Plan terminates:

- ♦ on the retiree's 65th birth date;
- ♦ the date the retiree is no longer eligible for Alberta Health Care coverage due to a move out of province; or
- ♦ the date the member or the dependent spouse receives coverage under an employer's plan, the member shall have thirty (30) calendar days to elect to either maintain coverage or terminate the coverage.

Coverage for the dependent spouse participating in the Plan terminates:

- ♦ on their 65th birth date, or
  - ♦ the date the retiree coverage under this plan terminates,
- whichever occurs first.

### 6.01 Supplementary Hospital Benefits

- 6.01.01 Hospital benefits shall be provided for a member and/or a member's dependents confined in whole or in part by reason of pregnancy, except in instances where such confinement commenced prior to joining the Plan and continued thereafter and except in instances where the employment of a member terminated prior to such confinement.
- 6.01.02 Hospital benefits in any calendar year are provided for members and/or dependents of members in respect of charges applicable to voluntary confinements in a mental hospital in the Province of Alberta for a period of up to sixty (60) calendar days commencing on the one hundred twentieth (120th) calendar day of such confinement and ending on the one hundred eightieth (180th) calendar day of such confinement. The liability of this Plan under this clause shall be limited to a maximum of the standard ward rate per day for any one confinement in a calendar year.



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

## 6.02 Major Medical Benefits

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

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

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

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

chronic and/or debilitating condition.

- 6.02.05 The Plan shall pay a maximum of one thousand dollars (\$1,000) per calendar year for the services of a clinical psychologist engaged in the treatment of a mental or emotional illness of a member or their dependents. Submitted expenses shall be eighty percent (80%) paid for by the Plan.
- 6.02.06 The Plan shall pay a maximum of two thousand five hundred dollars (\$2,500) per calendar year for the usual and reasonable costs for the purchase or rental of:
- 6.02.06.01 Respiratory equipment, including oxygen - CPAP machines are reimbursed at 80% and limited to the purchase of one (1) machine in a five (5) year period;
- 6.02.06.02 Inhalation devices for the delivery of inhaled asthmatic medication on the written order of a physician;
- 6.02.06.03 Machines for use by diabetics, on the written order of a physician, to monitor glucose, reimbursed at eighty percent (80%) and limited to one such machine in each five year period;
- 6.02.06.04 Air cleaning devices, ionizing machines, vaporizers and humidifiers are excluded.
- 6.02.07 Usual and reasonable charges for colostomy, ileostomy, urostomy and adult incontinence supplies upon written order of a physician.  
Usual and reasonable charges for the supplies required for the administration of insulin, (syringes and needles) and testing materials used by diabetics, upon written order of a physician.
- 6.02.08 The Plan shall pay a maximum of one thousand dollars (\$1,000) per calendar year for services rendered by a qualified physiotherapist.
- 6.02.09 The Plan shall pay a maximum of two thousand dollars (\$2,000) per calendar year for services rendered by a licensed chiropractor. Submitted eligible expenses shall be eighty percent (80%) paid for by the Plan.
- 6.02.10 The Plan shall pay a maximum of five hundred dollars (\$500) per calendar year for services rendered by a licensed podiatrist. The Plan shall not pay for such services until the allowable limits under the Alberta Health Care Plan have been reached. A letter from Alberta Health Care stating the date the maximum was attained shall be submitted with the claim.
- 6.02.11 The Plan shall pay a maximum of five hundred dollars (\$500) per calendar year for acupuncture services, provided it is administered as a pain reliever or anaesthetic. Submitted eligible expenses shall be eighty percent (80%) paid for by the Plan.
- 6.02.12 The Plan shall pay a maximum of two thousand five hundred dollars (\$2,500) in any five (5) consecutive calendar year period for the purchase and repair of hearing aids as prescribed by a physician. Maintenance, batteries and recharging devices are excluded. Submitted eligible expenses shall be eighty percent (80%) paid for by the Plan.
- 6.02.13 The Plan shall pay a maximum of eighty dollars (\$80) per covered person in any two (2) consecutive calendar year periods for eye examinations administered by an optometrist or ophthalmologist. Reimbursement shall be based only on amounts not paid by Alberta Health Care.
- 6.02.14 The Plan shall pay a maximum of five thousand dollars (\$5,000) per year for insulin pumps and supplies (excluding transmitters and sensors). Submitted eligible expenses shall be 80% paid by the Plan.
- 6.02.15 The Plan shall pay a maximum of one thousand dollars (\$1,000) per year for

massage therapy claims. Submitted eligible expenses shall be 80% paid by the Plan.

- 6.02.16 The Plan shall pay a maximum of three hundred fifty dollars (\$350) once in each two (2) year period for the usual and reasonable costs of orthopedic appliances, upon the written order of a physician. All such appliances must be required to treat an existing medical condition.
- 6.02.17 The supplies noted in this section will only be provided under this Plan if they are not provided by the Alberta Aids to Daily living Plan or any similar plan which provides these benefits to members at no cost.
- 6.02.18 Claims must be postmarked no later than April 30 of the calendar year following the year in which the expense was incurred and shall include all receipts, prescription numbers for drugs, first and family names of individuals receiving drugs or services and dates when services were provided. Claims postmarked on or after May 1 will not be honoured.
- 6.03 This Plan does not provide payment for any item not specifically provided for as being paid by the Plan in this Agreement.
- 6.04 For the purposes of this Plan, the following definitions will apply:

#### 6.04.01 Hospital

An institution which is legally constituted as a hospital which is open at all times and is operated primarily for the care and treatment of sick and injured persons as in-patients, which has a staff of one (1) 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 they commenced employment as a probationary employee with the City, or a permanent employee, shall be a member of the Dental Plan, unless such employee provides satisfactory proof of membership in another Dental Plan or the employee's spouse is a member of this Plan,
- 7.02 The City shall pay seventy percent (70%) and the member shall pay thirty (30%) of the required premium by payroll deduction.

### 7.03 Dental Plan Benefits

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

- 7.03.01 One hundred percent (100%) reimbursement for diagnostic, preventive, minor restorative and certain oral surgical services, periodontics (treatment of gum diseases), endodontics (root canal work), removable prosthodontics (removable dentures), and the additional services of applicable anaesthesia, house/hospital visits and special office visits.
- 7.03.02 Eighty percent (80%) reimbursement for work on existing fixed prosthodontics (crowns and bridges), major restorative and other services (re-cementing of inlays/onlays and crowns, removal of crowns and inlays/onlays, retentive pre-formed posts).
- 7.03.03 Fifty percent (50%) reimbursement for new fixed prosthodontics (crowns and bridges) and major restorative benefits.
- 7.03.04 Effective December 10, 2006 fifty percent (50%) reimbursement for orthodontic services subject to a maximum lifetime payment in respect of any covered person of two thousand five hundred dollars (\$2,500). In order to be eligible for reimbursement based on the new maximum lifetime limit, orthodontic services must be incurred on or after December 10, 2006.
- 7.04 Employees who are eligible for membership but who do not become members of the Dental Plan as of their eligibility date, due to membership in another Dental Plan, may subsequently become members of this Dental Plan subject to the provision that, during the twelve (12) calendar months following the date of joining this Plan, benefits shall be restricted to one hundred percent (100%) reimbursement for diagnostic, preventive, minor restorative and minor surgical services. Following the completion of the twelve (12) calendar month period, such members shall be eligible for the full benefits as described in 7.03.
- Employees who are members of the Dental Plan, and elect to subsequently opt out of the Plan due to membership in another Dental Plan, including another City Dental Plan, may do so only within thirty (30) days of a Life Event.
- 7.05 In this Plan, the reimbursement provided in respect of any benefit or service shall, in all cases, be calculated on the basis of the dentist's bill or the applicable fee as described in the Alberta Blue Cross Usual and Customary Dental Fee Schedule, whichever is the lesser.
- 7.06 In the event that the expected cost of treatment or service exceeds eight hundred dollars (\$800), the member should submit the proposed treatment or service plan, completed and signed by the dentist, to the administrative agent for review. The member shall then be informed as to the extent of the liability of the Plan and can determine whether or not they wish to proceed with the proposed treatment or service plan. The procedure is for the convenience of the member and shall not be

required in the case of emergency treatment where sufficient time is not available to submit such a plan. However, under no circumstances shall the Plan be liable to pay costs, of any dental treatment or service, which exceed the amount of liability as established under 7.06.

## 7.07 Limitations and Exclusions

### 7.07.01 X-Rays

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

### 7.07.02 Oral Examinations

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

### 7.07.03 Cleaning And Fluoride Treatments

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

### 7.07.04 Dentures, Crowns And Bridges

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

- 7.07.04.01 ♦ charges for the replacement of mislaid, lost, or stolen appliances;
- 7.07.04.02 ♦ charges for any crowns, bridges or dentures for which impressions were made prior to the effective date of the member's coverage;
- 7.07.04.03 ♦ charges for the replacement of an existing partial or full removable denture, or fixed bridgework, by a new denture or new bridgework; or charges for the addition of teeth to an existing partial removable denture or to existing bridgework unless:
  - 7.07.04.03.01 ♦ the replacement or addition of teeth is required to replace one or more natural teeth extracted while under the Plan; or
  - 7.07.04.03.02 ♦ the existing denture or bridgework was installed at least five (5) years prior to a necessary replacement, or the existing denture or bridgework cannot be made serviceable; or
  - 7.07.04.03.03 ♦ the existing denture is an immediate temporary denture replacing one or more natural teeth and replacement by a permanent denture is required and takes place within twelve (12) months from the date of installation of the immediate temporary denture.

### 7.07.05 Tooth Implants

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

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

7.07.06 There shall be no coverage or reimbursement under this Plan in respect of the following:

- 7.07.06.01 ♦ charges for any treatment or procedure not rendered or prescribed by a dentist or dental therapist who is legally licensed to practice within their scope;
- 7.07.06.02 ♦ charges for any treatment or procedure for which a member has coverage under the Workers' Compensation Act or similar law;
- 7.07.06.03 ♦ charges for services or benefits which are unnecessary, payable for by any other source, or are prohibited by legislation;
- 7.07.06.04 ♦ charges for dental treatment required as a result of self-inflicted injury;
- 7.07.06.05 ♦ charges made by a dentist for broken appointments or for completion of claim forms;
- 7.07.06.06 ♦ charges for dental care or treatment which is only for cosmetic purposes;
- 7.07.06.07 ♦ charges for treatment in respect to injuries sustained as a result of committing or attempting to commit an indictable offence;
- 7.07.06.08 ♦ charges for services rendered while not a member of this Plan;
- 7.07.06.09 ♦ charges resulting from orthodontic services or treatment prior to the effective date of the member's coverage for orthodontic benefits;
- 7.07.06.10 ♦ charges for oral rehabilitation procedures whether performed by a general practitioner or prosthetic specialist, including those procedures listed in the 1988 Alberta Dental Association Fee Schedule from 69100 to 69300 inclusive;
- 7.07.06.11 ♦ charges resulting from injury due to voluntary participation in a riot or civil insurrection;
- 7.07.06.12 ♦ charges for services or supplies intended for sport or home use, such as mouth guards; and/or
- 7.07.06.13 ♦ charges for which the claim is submitted more than ninety (90) calendar days after the date the charge was incurred;
- 7.07.06.14 ♦ charges for which a claim has already been submitted for reimbursement by a member's spouse;
- 7.07.06.15 ♦ charges for oral hygiene instruction.

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

## 7.09 Pensioner Participation

- \* A member who retires prior to their normal retirement age may continue participation in the Dental Plan if the member personally contracts to continue payment of the total premium (City and employee portions) on a monthly basis.
- Coverage for the retired member participating in the Plan terminates:
- ♦ on the retiree's 65th birth date;
  - ♦ the date the retiree is no longer eligible for Alberta Health Care coverage due to a move out of province; or
  - ♦ the date the member or the dependent spouse receives coverage under an employer's plan, the member shall have thirty (30) calendar days to elect to either maintain coverage or terminate the coverage.
- Coverage for the dependent spouse participating in the Plan terminates:
- ♦ on their 65th birth date, or
  - ♦ the date the retiree coverage under this plan terminates,
- whichever occurs first.
- 7.10 A member who is disabled and who has been in receipt of Long Term Disability benefits in accordance with this Agreement may continue participation in this Plan, and the premium shall be paid for by the Long Term Disability Plan.

## 8 OUT-OF-PROVINCE 30 DAY EMERGENCY MEDICAL TRAVEL PLAN

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

## 9 ACCIDENTAL DEATH PLAN

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



## 10 HEALTH CARE SPENDING ACCOUNT

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

- \* 10.01 Each eligible permanent full-time employee will be provided with a Health Care Spending Account in the amount of \$780 commencing the first pay period of each year.  
Effective December 20, 2020, all permanent full-time employees will be provided with an increase in their Health Care Spending Account of \$300 (annual total of \$1,080). Thereafter, each eligible permanent full-time employee will be provided with a Health Care Spending Account in the amount of \$1,080 commencing the first pay period of each year.
- \* 10.02 Each eligible permanent part-time employee will be provided with a Health Care Spending Account in the amount of \$390 commencing the first pay period of each year.  
Effective December 20, 2020, all permanent part-time employees will be provided with an increase in their Health Care Spending Account of \$150 (annual total of \$540). Thereafter, each eligible permanent full-time employee will be provided with a Health Care Spending Account in the amount of \$540 commencing the first pay period of each year.
- 10.03 To be eligible for the \$780 or \$390, permanent full-time or permanent part-time employees must have completed the ninety (90) day waiting period for benefits and be actively at work during the first pay period of each year. Actively at work means those employees who are at work for all or a portion of the first pay period of the year and includes those employees who are on maternity or parental leave, LTD, STD, WCB, vacation or other paid leave. It does not include employees who are on leave without pay within the first pay period of the year.
- 10.04 Permanent full-time and permanent part-time employees who complete the ninety (90) day waiting period for benefits after the first pay period in each year but before the pay period in which July 1 falls in the payroll year will be provided with a Health Care Spending Account of \$390 for permanent full-time employees and \$195 for permanent part-time employees providing that they are actively at work during the pay period in which July 1 occurs. Actively at work means those employees who are at work for all or a portion of the pay period in which July 1 occurs and includes those employees who are on maternity or parental leave, LTD, STD, WCB, vacation or other paid leave. It does not include employees who are on leave without pay within the pay period in which July 1 occurs.
- 10.05 The Health Care Spending Account credits (dollars) will be deposited in a lump sum to each permanent full-time and permanent part-time employee's account in the first pay period of the year or the pay period in which July 1 occurs, depending on when the employee becomes eligible for the Health Care Spending Account.
- 10.06 To qualify for reimbursement from the Health Care Spending Account, the expense must be
  - (i) a qualifying medical expense under the Income Tax Act (Canada);
  - (ii) incurred after the date the Health Care Spending Account credits (dollars) have been deposited to the eligible permanent employee's account; and
  - (iii) all other sources of reimbursement must have been accessed first.
- 10.07 Expenses may be submitted on behalf of eligible dependents as listed in the Association Agreement, Article 11.02.05.
- 10.08 All expenses incurred during the Policy Year must be submitted no later than April

- 30th following the end of the Policy Year.
- 10.09 At the end of the Policy Year, unused Health Care Spending Account credits (dollars) may be carried forward to the next Policy Year. Carried forward credits must be used within the Policy Year in which they were carried forward to avoid forfeiture.
- 10.10 All provisions of the plan will comply with Canada Revenue Agency's requirements for Health Care Spending Accounts.
- 10.11 The City will prepare or arrange for the preparation of communication material outlining the terms and conditions of the plan.
- 10.12 Eligible employees shall only receive a Health Care Spending Account deposit at the beginning of each Policy Year or at the beginning of the pay period in which July 1 occurs of each Policy Year, but not both. This includes, but is not limited to, permanent full-time or permanent part-time employees who leave the employ of the City and return within the same Policy Year or who transfer into another - position whether that re-employment or transfer results in the employee occupying a position within the same bargaining unit, a different bargaining unit, within management, or which is out-of-scope.
- 10.13 For the purposes of the administration of the Health Care Spending Account the phrase "Policy Year" refers to the period from the beginning of the first pay period of the year until the end of the pay period immediately prior to the first pay period of the next year. For instance, the 2007 Policy Year begins December 24, 2006 and ends December 22, 2007.

## 11 GENERAL APPLICATION OF PLANS

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

### 11.01 Subrogation Rights

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

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

### 11.02 Limitations and Exclusions

- 11.02.01 Plans shall not make any payment on account of services rendered to the member or to a dependent of the member to which such person is entitled at no cost pursuant to law, or due to a government operated program, or for which there is no cost to the member or the member's dependent because of other insurance against such costs, which has not been personally contracted for by the member. In all other circumstances, co-ordination shall be done in accordance with Canadian Life and Health Insurance Association Guidelines, as

appropriate. Notwithstanding the above, the City's plans will be considered the first payer with respect to Employment Insurance disability benefits only, subject to the requirements of the Employment Insurance Reduced Premium Program

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

- b) Dependent Children ("children" includes natural, legally adopted or stepchildren)
- i) Unmarried children under age twenty-one (21) who are chiefly dependent on the member for support.
  - ii) Unmarried children under age twenty-five (25) who are attending school full-time and who are chiefly dependent on the member for support. Evidence that the child is in full-time attendance at school will be required.
  - iii) Unmarried children of any age who are incapable of self-sustaining employment by reason of mental or physical disability and who are chiefly dependent on the member for financial support, conditional upon:
    - ♦ medical evidence provided of the dependent child's incapacitation;
    - ♦ evidence the member claims the child as a dependent on their tax return, confirmed annually;
    - ♦ evidence the member's dependent child has applied for the Severely Handicapped (AISH) benefits.
- Once the member has satisfied the conditions outlined above, coverage shall be extended under the City's group health and dental benefits. It is agreed that if the member's dependent child is approved for AISH benefits, all eligible benefit expenses will first be adjudicated for coverage under the AISH plan. Any remaining expenses may then be submitted for adjudication to the City's health and dental benefit plans.
- A child of a common-law spouse who is not also the member's child may be claimed as a dependent only if:
- i) The common-law spouse satisfies the definition of dependent, and
  - ii) Evidence is provided that the child is chiefly dependent on the member for support.

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

#### 11.02.06 Life Event

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

- ♦ Marriage or cohabitation with a common-law spouse for a continuous one (1) year period
- ♦ Birth, adoption or change in custody of a dependent child
- ♦ Divorce
- ♦ Legal separation or the ending of a common-law relationship
- ♦ Death of a spouse or dependent child
- ♦ Involuntary loss of a spouse's or dependent child's coverage under the spouse's employer's plan, or
- ♦ Dependent no longer qualified as a dependent under the plan.

#### 11.03 Validation of Claims

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

- \* 11.03.02 The City or Plan Adjudicator may require that, in order to qualify for Income Protection Benefits or Long Term Disability, the member provide medical information in the form provided by the City, completed and signed by a qualified physician, in such a manner and at such time as may be determined by the City or Plan Adjudicator. When the City or Plan Adjudicator requires such medical information, that information shall include the following:
- ♦ the general nature of the sickness or injury;
  - ♦ confirmation there is a treatment plan and the member is compliant with the plan;
  - ♦ the specific manner(s) in which the member is limited from performing the various aspects of their employment responsibilities;
  - ♦ an indication of what, if any, modified abilities and duties the member is capable of performing;
  - ♦ an estimated duration of the absence; and
  - ♦ other reasonable information that may be requested.
- The member shall provide updated medical information upon reasonable request by the City or Plan Adjudicator, but at least prior to the estimated expiration of the absence for as long as the member remains on Income Protection Benefits or Long Term Disability.
- If the medical information provided is not satisfactory to the City or Plan Adjudicator to qualify for Income Protection Benefits or Long Term Disability, the City or Plan Adjudicator will provide the member with a final opportunity to provide satisfactory medical information from the member's physician. The City or Plan Adjudicator may cover reasonable costs associated in providing additional medical information. The member will have seven (7) calendar days to provide this information. If the medical information provided is not satisfactory to the City or Plan Adjudicator, the City or Plan Adjudicator may require the member to undergo an independent medical evaluation ("IME"). The physician performing the IME shall be appropriately qualified and selected by the City or Plan Adjudicator. If an IME is directed, the member shall cooperate with reasonable requests made by the physician, including requests for relevant medical information. Following the examination, the physician shall provide an assessment of the member's fitness to perform their duties to the City or Plan Adjudicator and a copy of the IME report will be provided to the member's physician.
- 11.03.03 A claim for benefits arising from an illness or injury which occurred outside of the Province of Alberta must be supported by the submission of a medical certificate describing the illness or injury and signed by a licensed physician. Such claims are also subject to validation by one or more of the following processes as maybe required by the City:
- 11.03.03.01 ♦ the submission of receipts for drugs prescribed during the illness or injury (such drugs to be subject to verification as appropriate);
  - 11.03.03.02 ♦ the submission of evidence that the physician from whom treatment was received and/ or by whom the medical certificate was signed is a medical practitioner in good standing with the medical authorities in the province, state or country;
  - 11.03.03.03 ♦ completion of a medical assessment by a medical authority appointed by the City or Plan Adjudicator;
  - 11.03.03.04 ♦ such other processes as may be necessary to validate the claims.
- 11.03.04 An employee who has been absent from work due to a disability may be required to produce a medical certificate signed by a licensed physician which

states that such employee is medically fit to return to the duties of their position, in order to be eligible to return to work.

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

#### 11.04 Benefits Entitlement During Leaves of Absence

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

#### 11.05 Benefit Entitlement During Layoff

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

## 12 ADMINISTRATION OF PLANS

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



SIGNED this 9<sup>th</sup> day of July 2019, A.D.

THE EDMONTON POLICE ASSOCIATION

CITY OF EDMONTON

Michael Elliott  
\_\_\_\_\_  
President

Don Iveson  
\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Vice President

Denis Beaudry  
\_\_\_\_\_  
Acting City Clerk

Witnessed By

Mark Beliveau  
\_\_\_\_\_  
Senior Negotiator



**APPENDIX I - SCHEDULE OF WAGES**

**SALARY SCHEDULE for 2018-2020**

Job Code	Rank	Salary Grade	Step	% of 5th Year	2.25% to 5th Year Rate			2% to 5th Year Rate			0.5% to 5th Year Rate			1.5% to 5th Year Rate			1.5% to 5th Year Rate		
					Effective 2016 December 25			Effective 2017 December 24			Effective 2018 December 9			Effective 2019 December 8			Effective 2020 December 6		
					Annual	Bi-Wkly	Hourly	Annual	Bi-Wkly	Hourly	Annual	Bi-Wkly	Hourly	Annual	Bi-Wkly	Hourly	Annual	Bi-Wkly	Hourly
3230	Patrol Staff Sergeant - 25 Years <sup>4</sup>	010	2		139,910	5,361	67.007	142,708	5,468	68.347	143,422	5,495	68.689	145,573	5,578	69.719	147,757	5,661	70.765
3230	Patrol Staff Sergeant <sup>6</sup>	010	1	135	135,835	5,204	65.055	138,552	5,308	66.356	139,244	5,335	66.688	141,333	5,415	67.688	143,453	5,496	68.704
0977	Staff Sergeant - 25 Years <sup>4</sup>	007	2		136,801	5,241	65.518	139,537	5,346	66.828	140,235	5,373	67.162	142,338	5,454	68.170	144,473	5,535	69.192
0977	Staff Sergeant	007	1	132	132,816	5,089	63.609	135,473	5,191	64.882	136,150	5,216	65.206	138,192	5,295	66.184	140,265	5,374	67.177
3214	Patrol Sergeant - 25 Years <sup>4</sup>	008	2		127,474	4,884	61.051	130,023	4,982	62.272	130,673	5,007	62.583	132,633	5,082	63.522	134,623	5,158	64.475
3214	Patrol Sergeant <sup>6</sup>	008	1	123	123,761	4,742	59.272	126,236	4,837	60.458	126,867	4,861	60.760	128,770	4,934	61.672	130,702	5,008	62.597
0976	Sergeant - 25 Years <sup>4</sup>	006	2		124,365	4,765	59.562	126,852	4,860	60.753	127,486	4,885	61.057	129,398	4,958	61.972	131,339	5,032	62.902
0976	Sergeant	006	1	120	120,742	4,626	57.827	123,157	4,719	58.983	123,773	4,742	59.278	125,629	4,813	60.167	127,514	4,886	61.070
0978	Detective - 25 Years <sup>4</sup>	006	2		124,365	4,765	59.562	126,852	4,860	60.753	127,486	4,885	61.057	129,398	4,958	61.972	131,339	5,032	62.902
0978	Detective	006	1	120	120,742	4,626	57.827	123,157	4,719	58.983	123,773	4,742	59.278	125,629	4,813	60.167	127,514	4,886	61.070
3229	Patrol Senior Constable (Level II) - 25 Years <sup>4</sup>	009	6		116,074	4,447	55.591	118,395	4,536	56.703	118,987	4,559	56.986	120,772	4,627	57.841	122,583	4,697	58.709
3229	Patrol Senior Constable Level II) - 11 Years <sup>5</sup>	009	5	112	112,693	4,318	53.972	114,947	4,404	55.051	115,521	4,426	55.326	117,254	4,492	56.156	119,013	4,560	56.999
3229	Patrol Senior Constable (Level I) - 25 Years <sup>4</sup>	009	4		114,001	4,368	54.598	116,281	4,455	55.690	116,862	4,477	55.969	118,615	4,545	56.808	120,394	4,613	57.660
3229	Patrol Senior Constable (Level I) - 8 Years <sup>5</sup>	009	3	110	110,680	4,241	53.008	112,894	4,325	54.068	113,458	4,347	54.338	115,160	4,412	55.153	116,888	4,478	55.981
0974	Senior Constable (Level II) - 25 Years <sup>4</sup>	001	10		112,964	4,328	54.102	115,224	4,415	55.184	115,800	4,437	55.460	117,537	4,503	56.292	119,300	4,571	57.136
0974	Senior Constable (Level II) - 11 Years <sup>5</sup>	001	9	109	109,674	4,202	52.526	111,868	4,286	53.576	112,427	4,308	53.844	114,113	4,372	54.652	115,825	4,438	55.472
0974	Senior Constable (Level I) - 25 Years <sup>4</sup>	001	8		110,892	4,249	53.109	113,110	4,334	54.171	113,675	4,355	54.442	115,380	4,421	55.259	117,111	4,487	56.088
0974	Senior Constable (Level I) - 8 Years <sup>5</sup>	001	7	107	107,662	4,125	51.562	109,815	4,207	52.593	110,364	4,229	52.856	112,020	4,292	53.649	113,700	4,356	54.454
	<b>CONSTABLE</b>																		
3229	Patrol Constable - 25 Years <sup>4</sup>	009	2		106,746	4,090	51.124	108,881	4,172	52.146	109,426	4,193	52.407	111,067	4,255	53.193	112,733	4,319	53.991
3229	Patrol Constable <sup>6</sup>	009	1	103	103,637	3,971	49.635	105,710	4,050	50.627	106,238	4,070	50.880	107,832	4,131	51.644	109,449	4,193	52.418
0974	5th Year - 25 Years <sup>4</sup>	001	6		103,637	3,971	49.635	105,710	4,050	50.627	106,238	4,070	50.880	107,832	4,131	51.644	109,449	4,193	52.418
0974	5th Year	001	5	100	100,619	3,855	48.189	102,631	3,932	49.153	103,144	3,952	49.399	104,691	4,011	50.139	106,262	4,071	50.892
0974	4th Year	001	4	91	91,563	3,508	43.852	93,394	3,578	44.729	93,861	3,596	44.953	95,269	3,650	45.627	96,698	3,705	46.311
0974	3rd Year	001	3	83	83,513	3,200	39.997	85,184	3,264	40.797	85,610	3,280	41.001	86,894	3,329	41.616	88,197	3,379	42.240
0974	2nd Year	001	2	71	71,439	2,737	34.214	72,868	2,792	34.898	73,232	2,806	35.073	74,331	2,848	35.599	75,446	2,891	36.133
0974	1st Year	001	1	67	67,414	2,583	32.287	68,763	2,635	32.932	69,107	2,648	33.097	70,143	2,687	33.593	71,195	2,728	34.097

## APPENDIX I - Schedule of Wages NOTES

1. Bi-weekly rates are derived by dividing the annual rate by 26.1 pay periods.
2. All numbers are rounded to the nearest dollar.
3. The Sergeant and Detective ranks are considered equal and transferable.
4. Any member who leaves the Edmonton Police Service (EPS), other than a member who retires, may be re-hired within 18 months of leaving, subject to the approval of the EPS. If approved, such member shall be re-engaged in the Edmonton Police Service rank that the member left, provided that the member rejoining:
  - ♦ has the ability to perform the work; and
  - ♦ does not displace another permanent or probationary memberAny former EPS member who is rehired to the EPS within 18 months of resigning shall be credited with their prior service for the purpose of annual vacation leave, promotion exam eligibility and seniority.
5. The step increase for members with 25 or more years of service shall be processed in accordance with Letter of Understanding - Retention of Experienced Police Officers.
6. For members who first write the Qualifying exam on or after 2010 January 01:
  - ♦ A member who passes the qualifying examination at year 5 shall:
    - ♦ be eligible for promotion,
    - ♦ be eligible to temporarily act in a more senior rank, and shall
    - ♦ receive step 7 in Appendix i after attaining 8 years of service, or
    - ♦ receive step 3 in Appendix i after attaining 8 years of service if engaged as a Patrol Constable.
  - ♦ A member who passes the qualifying examination at year 5 and year 10 shall:
    - ♦ be eligible for promotion,
    - ♦ be eligible to temporarily act in a more senior rank, and shall
    - ♦ receive step 9 in Appendix i after attaining 11 years of service, or
    - ♦ receive step 5 in Appendix i after attaining 11 years of service if engaged as a Patrol Constable.
  - ♦ A member who has attained Step 7 (Step 3 if Patrol Constable) but does not pass the qualifying examination required at year 10 shall not lose a pay rate already attained but shall not progress to Step 9 (Step 5 if Patrol Constable) until a passing grade is attained.

# Letters of Understanding

Between

THE CITY OF EDMONTON

A Municipal Corporation

(hereinafter called the "City")

Of The First Part

- and -

THE EDMONTON POLICE ASSOCIATION

of the City of Edmonton, in the Province of Alberta

(hereinafter called the "Association")

Of The Second Part

\* The following Addenda and Letters of Understanding to the **2018** Collective Agreement are grouped together for signing purposes only.

Letter #1

## 1. Article 11.07(b) - Dispute Resolution Process Timelines

- \* The parties agree that the timelines referenced in Article 11.07(a) of the Dispute Resolution and Grievance Procedure, are amended as follows:
  - ♦ A formal grievance shall be initiated within 40 days of the date that the employee of the Association first became aware of, or reasonably should have become aware of, the occurrence of the act giving rise to the grievance.

## 2. Association Business

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

### 3. Retention of Experienced Peace Officers

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

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

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

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

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

#### 4. Patrol Constable / Patrol Staff Sergeant Index

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

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

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

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

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

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



## \*\* 5. Voluntary Flexible Work Arrangement

In an effort to respond to the changing needs of members and to support flexibility in the workplace, the parties commit to reviewing requests for flexible work options while balancing operational needs. It is agreed that members who require an accommodation of a protected characteristic under the *Alberta Human Rights Act* will be addressed outside of this Letter of Understanding.

The parties agree, members working a voluntary flexible work arrangement shall be eligible for all entitlements and benefits contained in the Collective Agreement unless otherwise addressed herein.

The following general provisions shall apply to all voluntary flexible work arrangements:

- ♦ A member who wishes to participate in a voluntary flexible work arrangement may apply in writing to the Human Resources Division (HRD) for approval. If an application is denied, the applicant may appeal to the Chief of Police, or designate, for reconsideration.
- ♦ First consideration shall be given to the member's current assignment, however if the Service determines, at its sole discretion, that a member's assignment is unsuitable for a flexible work option, the Service may, again at its sole discretion, give consideration to another work assignment.
- ♦ The flexible work arrangements will be reviewed on an annual basis. If at any time the Service determines that a flexible work option shall not be continued, the member shall be provided with 90 days written notice. If the member wishes to return to standard terms and conditions of employment, the Service shall as soon as organizationally feasible however not greater than 90 days; increase the hours back to standard hours; or subject to availability, transfer the member to a position, for which the member is qualified for, that has standard hours.
- ♦ Any proration is calculated based on the standard two thousand eighty two (2,082) annual hours.

### SERVICE AND SENIORITY

- ♦ Seniority entitlement will be prorated based on the member's regularly scheduled hours of work in the voluntary flexible work arrangement.
- ♦ Members will remain members of the Edmonton Police Association and, accordingly, will pay full dues.
- ♦ Wage increment entitlement will not be prorated due to any reduced hours of work.

### CLOTHING

- ♦ If the member's assignment provides for a clothing allowance, as outlined in Article 7.05 *Clothing*, the allowance will be prorated based on the member's regularly scheduled hours of work in the voluntary flexible work arrangement.

### VACATION ENTITLEMENT

- ♦ The member's annual vacation entitlement as provided for in Article 7.02 *Annual Vacation Leave*, shall be prorated based on the member's regularly scheduled hours of work in the voluntary flexible work arrangement.

### HOURS OF WORK

- ♦ Members involved in the voluntary flexible work option will work a minimum of 20 hours a week and may work additional shifts within their assignment to a maximum of 44 hours per week (Sunday through Saturday). Accordingly, this may result in working fewer days and/or hours in the week than as described in Article 5.01 *Hours of Work*.
  - ♦ provided that within a six-month period they do not average in excess of 33 hours per week. If they work in excess of a 0.75 over the six-month period they will be restricted in their ability to pick up additional shifts for the following six month

- period. This will be monitored and administered in the assigned Divisions
- ♦ The member working in the voluntary flexible work option:
    - ♦ will not be eligible for Extra Duty Detail, with the exception of major events subject to approval by the Division,
    - ♦ will not receive overtime for shifts that they agree to work, until they work in excess of their scheduled watch or 44 hours per week, and
    - ♦ are not eligible for work on statutory holidays if booked off and not required by the Division they are assigned to.
  - ♦ Any mandatory training will be considered additional to the base hours required to be worked within their assignment, subject to mutual agreement and requests to participate in additional training will not be unreasonably withheld. The member is to be time balanced for the additional mandatory training hours.

COURT TIME

- ♦ The credit provided for in article 5.06.05, for a member who attends court on an off day, shall be prorated based on the member's regularly scheduled hours of work in the voluntary flexible work arrangement.

## ADDENDA

TO THE COLLECTIVE AGREEMENT

between

THE CITY OF EDMONTON

A Municipal Corporation

(hereinafter called the "City")

of the First Part

- and -

THE EDMONTON POLICE ASSOCIATION

of the City of Edmonton, in the Province of Alberta

(hereinafter called the "Association")

of the Second Part

## Addendum #1

### \* 1. Specialized Grievance and Arbitration Mechanisms Pursuant to the Duty to Accommodate Framework Agreement

#### INTRODUCTION

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

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

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

Therefore:

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

#### 1. SCOPE

1.01 This procedure applies to grievances concerning the duty to accommodate employees on the basis of physical or mental disability.

1.02 This procedure does not apply to:

1.02.01 Cases where employees seek accommodation as a result of an addiction said to be a physical or mental disability, or

1.02.02 Cases where employees raise accommodation issues only after being terminated by the City of Edmonton.

#### 2. INITIATING A GRIEVANCE

2.01 Grievances may be initiated during the course of an accommodation process to obtain a decision on a particular decision point in that process even though other steps remain to be taken.

2.02 A grievance may concern:

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

### 3. SEPARATE REPRESENTATION

- 3.01 Where an individual is directly affected by the subject matter of a decision, and their interests may conflict with the position being advanced by their bargaining agent, they may be separately represented in any arbitration process. The form of that separate representation shall be determined by their bargaining agent. Separately represented employees shall not have the authority to advance a matter to arbitration or to insist on formal rather than expedited arbitration.

### 4. EXPEDITED ARBITRATION

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

### 5. EXPEDITED ARBITRATION

- 5.01 The Roster member shall hear the grievance informally and expeditiously, providing the parties and any separately represented member the opportunity to adduce evidence and be heard, following which the member will issue a summary award on the grievance. The award will be provided in writing.
- 5.02 The parties will implement the award forthwith, according to its terms.
- 5.03 Awards under the expedited process will be confined to the issue raised in the grievance on the particular decision point. Any further issues that arise in respect

to the duty to accommodate that same individual will be dealt with through a continuation or resumption of the Framework Agreement processes and if needed, by a further grievance on any subsequent decision point, rather than through the expedited arbitrator remaining seized with the matter.

## 6. GRIEVANCE MEDIATION

- 6.01 Where the parties have selected formal arbitration, the arbitration board will be appointed and scheduling commenced as outlined in Article *14-Dispute Resolution Process*, clause 14.06-*Arbitration Stage*, points 4 through 17, following the first meeting referred to in Article 4.3 of this Letter. At the same time, the parties and any separately represented employee will participate in a "*without prejudice*" mediation meeting with the Roster member or another agreed upon mediator.
- 6.02 Participants in the mediation will each be represented by a person or persons familiar with the matter who will make good faith efforts to resolve the matter and who have decision-making authority.
- 6.03 Settlements reached through informal mediation shall, where they resolve the full issue, be incorporated into a consent award of the Roster member as an arbitrator, or where they resolve some issues only, be incorporated into an agreed statement of facts or position to be placed by consent before the formal arbitrator or arbitration panel.
- 6.04 Other than the documents referred to in Article 6.3 of this Letter, the discussions during informal mediation shall be privileged and shall not be referred to in any subsequent arbitration or other proceeding.
- 6.05 The cost of the roster Coordinator's administrative duties shall be paid by the City of Edmonton. The cost of the mediation or expedited arbitration duties of the panel members will be shared jointly between the City of Edmonton and the Union or Unions involved in individual cases. Where there is more than one Union involved in a particular case, the Union's half of the costs shall be divided equally between them unless the mediator or expedited arbitrator orders some different appointment.

## 7. FORMAL ARBITRATION

- 7.01 Where a party insists on formal arbitration, that arbitration will be established and conducted in accordance with the arbitration procedure in this collective agreement, modified as necessary to comport with the Framework Agreement.
- 7.02 Where, in addition to the Union under this collective agreement, there is another affected Union in respect of the dispute, the following provisions will apply.
  - 7.02.01 The decision of the arbitration board will be final and binding on all parties;
  - 7.02.02 Except to the extent this agreement provides for, or other parties agree upon, a single arbitrator, the Unions will attempt to agree upon a single nominee, failing which a Union nominee will be selected by the Roster member assigned to conduct the informal mediation.
  - 7.02.03 The costs of any nominee, and of the Chair, will be shared by the Unions equally, unless the arbitrator or arbitration board awards some different apportionment.
- 7.03 In addition to any other powers provided by law or by the Collective Agreement, the arbitrator or arbitration board may, on the request of any affected party, by interim order, direct what ought to be done, or not be done, pending the arbitration hearing or ruling. Interim orders shall only be granted where there are

substantial reasons for doing so, and shall be made in a manner that best accords with the provisions of the Framework Agreement.

- 7.04 Arbitrators shall be selected from the following list of arbitrators, either by agreement, or on the basis of the rotation provided for in the Framework Agreement.
- ♦ Andrew C. L. Sims, Q.C.
  - ♦ Deborah Howes
  - ♦ Lyle Kanee
  - ♦ Thomas Jolliffe
- 7.05 Where an arbitrator or arbitration board, appointed under this collective agreement, finds that the matter or any part of the matter arising in that arbitration properly falls within the scope of this Addendum, the arbitrator or arbitration board may direct the parties to pursue the matter in accordance with the provisions of this Addendum.
- 7.06 The arbitrator or arbitration board may make any directions as to timeliness or other procedural issue that appears just in all the circumstances. An application under this clause may be made by any party affected by the issue in question whether or not that party is a party signatory to the collective agreement. No such application may be made by an individual employee.

## 8. DURATION AND TERMINATION

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



2018-2020 Edmonton Police Association Collective Agreement

SIGNED this 9<sup>th</sup> day of July 2019 , A.D.

THE EDMONTON POLICE ASSOCIATION

THE CITY OF EDMONTON

Michael Elliott  
\_\_\_\_\_  
President

Don Iveson  
\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Vice President

Denis Beaudry  
\_\_\_\_\_  
Acting City Clerk

Witnessed By

Mark Beliveau  
\_\_\_\_\_  
Senior Negotiator