

AGREEMENT

BETWEEN

**THE CORPORATION OF
THE CITY OF CALGARY**

AND THE

CALGARY POLICE ASSOCIATION

2021-2023

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COLLECTIVE AGREEMENT signed this _____ day of _____, A.D., 2023

BETWEEN:

THE CORPORATION OF THE CITY OF CALGARY
in the Province of Alberta
(hereinafter referred to as "The City of Calgary")

OF THE FIRST PART

and

THE CALGARY POLICE ASSOCIATION
of the City of Calgary, in the Province of Alberta
(hereinafter referred to as "The Association")

OF THE SECOND PART

Whereas the Association and The City of Calgary have bargained for the purpose of determining remuneration and working conditions of Members of the Association, the parties now therefore agree with each other as follows:

1.00 COVERAGE AND DEFINITIONS

1.01 Definitions

All words that have an associated definition in the Collective Agreement will be capitalized.

"Afternoon Court" shall be deemed to commence at the specific times during the afternoon as designated by the particular Court at which attendance is required and conclude by no later than 4:30 p.m. (1630 hours).

"Afternoon Relief" is any Relief which commences after 11:30 a.m. (1130 hours) and prior to 5:30 p.m. (1730 hours).

"Board of Directors" shall mean the President, Vice-President, and Directors of the Calgary Police Association.

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

"Calgary Police Service" shall mean The City of Calgary's municipal police service pursuant to the Police Act. "CPS" shall mean the Calgary Police Service.

"Chief of Police" or **"The Chief"** shall mean the Chief Constable of the Calgary Police Service of The City of Calgary.

"Classification" shall mean those classifications as outlined in Schedule "A" attached hereto.

"Commission" shall mean the Calgary Police Commission as established by By-law number 25M97 pursuant to the Police Act.

"Continuous Service" shall mean the continuous period of a Member's employment with the Calgary Police Service, or unless otherwise specified herein.

"Court" shall mean any Federal, Provincial, Municipal, Civic Tribunal or Accident Review Board acting in a judicial or quasi-judicial capacity and shall include Federal, Provincial, Municipal or Police Service Inquiries or Hearings, and any Crown meeting pre-approved by a supervisor.

"Court Time" shall mean attendance at any Court by a Member while the Member is not on duty to give evidence as a Witness or acting as an agent on behalf of a Member, whether called upon to give evidence or not.

"Day Relief" is any Relief which commences after 5:30 a.m. (0530 hours) and prior to 11:30 a.m. (1130 hours).

"Duty Roster" shall mean a Member's regularly scheduled hours of work as established by the Calgary Police Service.

"Former Member" shall mean any person previously a Member, covered under the scope of this Agreement, including retired Members.

"LTD" shall mean Long Term Disability.

"MEBAC" shall mean the Municipal Employees' Benefit Association of Calgary.

"Member" shall mean any person covered under the scope of this Agreement and holding a Classification as outlined in Schedule "A" attached hereto.

"Morning Court" shall commence and conclude at the specific times during the morning as designated by the particular Court at which attendance is required.

"Night Relief" is any Relief which commences after 5:30 p.m. (1730 hours) and prior to 5:30 a.m. (0530 hours).

"Position" shall mean a collection of duties and tasks assigned to a Member.

"POCBA" shall mean the Police Officers Collective Bargaining Act.

"Rank" shall mean those Classifications entitled "Classifications with Rank" as outlined in Schedule "A" attached hereto.

"Relief" shall mean the daily scheduled hours of work commencing at a designated start time.

"Seniority" shall be calculated based on a Member's length of service in the Calgary Police Association since their most recent date of hire, subject to any adjustments outlined in this Agreement.

"SFPP" shall mean the Special Forces Pension Plan.

"Shift" shall mean Reliefs worked in a one (1) week period from Sunday to Saturday inclusive, as identified on a posted Duty Roster.

"Swing Shift" shall mean any combination of Reliefs as defined in this Collective Agreement where the end of one Relief and the start of the next Relief has less than the standard number of hours of the Shift the Member generally works.

"The City of Calgary" or "The City" shall mean the Corporation of The City of Calgary.

"Time Credit" shall mean one (1) hour of time accruing to a Member that the Member is entitled to take off duty or to be paid for on a straight time basis at the earned value.

"Witness" shall mean any Member called upon to give evidence in any Court.

"WCB" shall mean the Workers' Compensation Board.

1.02 Purpose and Coverage

The purpose of this Agreement is to stipulate the rates of pay and working conditions of those Members covered by the CPA as mentioned in this Agreement.

1.03 Recognition

The City recognizes the CPA as the sole bargaining agent for and on behalf of all Members covered under the scope of this Agreement.

The CPA recognizes that it is the function of The Chief to exercise the regular and customary functions of management, to direct the work and deploy the **staffing** resources of the CPS, subject however to the terms of this Agreement.

1.04 Term of Agreement

This Agreement shall be in full force and effect and shall be binding upon The City and the CPA and their respective successors and assigns during the period from **2021**
2021 – 2023 CALGARY POLICE ASSOCIATION

January 4 to 2023 December 31 and from year to year thereafter, unless either party at any time not less than thirty (30) days and not more than ninety (90) days preceding the expiry of the term of the Collective Agreement, or in any succeeding year, gives notice in writing requiring the other party to meet and bargain collectively and in good faith as provided for in the Police Officers Collective Bargaining Act.

1.05 Electronic Communication

All formal communication between the parties related to the collective agreement shall be sent electronically.

All formal communication to Labour Relations shall also be sent directly to lr@calgary.ca

2.00 CPA AND MEMBER RIGHTS

2.01 Check-Off

The City shall deduct and forward to the CPA on a biweekly basis an amount equivalent to membership dues and Life Insurance premiums for every person employed within the scope of this Agreement.

2.02 Discrimination

The City agrees that there shall be no discrimination against any Member because **they are** a Member of the CPA. The Commission, **The** Chief or supervisory staff shall not make notations on the personal record of any Member concerning CPA activity unless it interferes with **their** work to the extent that a warning or notation is required. Where a warning or notation is required, the Member shall be given a copy of the notation and a copy shall also be forwarded to the CPA.

2.03 Harassment

The CPS and the CPA recognize the negative impact that harassment has in the workplace and they will make every effort to prevent harassment between all CPS employees and outside parties. Neither the CPS, nor the CPA, will tolerate, ignore or condone workplace harassment.

2.04 Discipline

- (a) Misconduct of a Police Officer is defined in the Alberta Police Act and Police Service Regulation. The CPS shall deal with misconduct of a Member in accordance with this Act and Regulation.
- (b) Any Member who, having been charged with a disciplinary offence, is subsequently exonerated of all charges shall be entitled to Court Time for all

appearances, subject to the Court attendance provisions of this Agreement.

2.05 CPA Representation

A Member who is going to be reduced in Rank, suspended, or dismissed shall be advised **in advance** of their right to have a CPA representative **present**:

- (a) **when they are given reasons** for such action; and
- (b) **when attending a hearing before The Chief, which may arise from such action.**

2.06 Personnel File Review

- (a) In the presence of **the Director of the Human Resources Section or their designate**, a Member shall have the right to see **their** official personnel file held in the Human Resources **Division** of the CPS. **A Member** may have copies of any information in their file addressed to them personally.
- (b) Provided permission is granted by the Member, and provided the CPA is representing the Member, a representative of the Board of Directors of the CPA may accompany such Member when reviewing the personnel file.

2.07 Ride-Along

A Member shall have the option of accepting a ride-along on a voluntary basis; however, nothing shall require a Member to accept a ride-along.

2.08 Occupational Injury Compensation

The City agrees that a Member who sustains an occupational injury while carrying out their duty as a Police Officer, and is receiving WCB benefits, shall receive such compensation that will equal their regular take home pay provided however, that they agree to assign all WCB and/or MEBAC benefits to The City. It is agreed that, when appropriate, such Member shall apply for LTD benefits.

2.09 Police Work

- (a) No Member shall be requested or permitted to do police work at any time except under and pursuant to the terms and conditions of this Agreement.
- (b) A Member shall be covered by the scope of this Agreement if, in the judgement of the Chief of Police, said Member was required to act in the lawful execution of their sworn duties as a Police Officer during their off-duty hours.

2.10 Transportation

Members shall be transported to and from their home by CPS arrangement within the City limits during the time that Public Transportation is not available.

2.11 Collective Agreement Printing

The City shall undertake to arrange for the printing of sufficient copies of the Agreement in a booklet form within ninety (90) days of the date of the Agreement and shall accept the full cost thereof.

2.12 All Personnel Memos

The CPS agrees to include the CPA President and CPA Vice-Presidents on each and every All Personnel Memo, which is distributed to the CPA membership. It is incumbent on the CPA to provide the CPS with updated email addresses.

3.00 GRIEVANCES

3.01 Grievance Procedure

The City and the CPA jointly recognize the desirability of resolving conflicts through the use of good judgement, communications and clear directives by all parties.

Either party to this Agreement may lodge a grievance with the other party on a difference, which arises between the parties, bound by this Collective Agreement, as to the interpretation, application or operation or any alleged violation of this Agreement. A copy of all grievances shall be forwarded to corporate Labour Relations, Human Resources.

Note: For the purposes of this section, working days shall be consecutive days exclusive of Saturdays, Sundays or statutory holidays recognized by The City.

(a) STEP 1

The CPA shall present the grievance in writing to the **Executive Director, Human Resources** or their designate. The **Executive Director, Human Resources** or their designate shall render their decision in writing within ten (10) working days. If a satisfactory settlement is not reached STEP 2 may be taken.

(b) STEP 2

The CPA shall have the right to be heard by The **Chief** or designated Deputy Chief. In making application for a hearing, the CPA shall deliver to The **Chief** or designated Deputy Chief within fifteen (15) working days of the date the **Executive Director, Human Resources** rendered their decision, a statement which shall include an outline in writing of the grievance. The hearing shall be held within

fifteen (15) working days of the date the application is received. The **Chief** or designated Deputy Chief shall, within fifteen (15) working days following the end of such hearing, give **their** decision in writing to the CPA.

(c) STEP 3 - ARBITRATION

If a settlement satisfactory to the CPA or The City has not been reached, either of the parties may notify the other party in writing within twenty (20) working days of its intent to submit the grievance to an Arbitration Board. The Arbitration Board shall be comprised in accordance with the **POCBA**.

Where the parties mutually agree, a single arbitrator may be appointed in accordance with the **POCBA**.

3.02 Policy Grievance

When a dispute involving a question of general application or interpretation of this Agreement occurs, the CPA shall present a policy grievance, in writing at STEP 1 to the **Executive Director, Human Resources** or their designate. All subsequent steps are applicable.

If both parties agree it is appropriate, a policy grievance shall be heard by the applicable Human Resources Manager of The City (Step 1) and the Chief Human Resources Officer of The City (Step 2).

3.03 Grievance Timelines

- (a) Grievances not submitted within sixty (60) days after the circumstances giving rise to such grievance occurred or should reasonably have been known, shall not be considered.
- (b) The time limits as set out in the grievance procedure may be extended by any longer period which is mutually agreed to by the parties. In addition, Steps 1 and/or 2 may be by-passed if mutually agreed to by the parties.

4.00 PLACEMENT OF MEMBERS

4.01 Promotions and Reductions in Rank

All promotions and reductions in Rank shall be made by the Chief of Police. All promotions shall follow a natural Rank progression.

4.02 Promotions

- (a) **The CPS shall determine if a vacant position within the Rank of Sergeant, Detective and Staff Sergeant will be filled.**

- (b) **The CPS agrees to conduct all promotional processes in an unbiased and equitable manner.**
- (c) All promotions shall be made on the basis of ability to perform the work, merit and seniority. Where ability to perform the work and merit are relatively equal, seniority will be the determining factor.
- (d) The promotional process shall be based upon recommendations of a Board of Officers appointed by The Chief. The Board of Officers shall sit as required to review and assess those eligible for promotion.
- (e) **At the conclusion of each promotional process, a Qualified Applicant List (QAL) shall be created for any Member(s) who would have been promoted, but were not, due to a lack of permanent position(s) within the Rank. Such Member(s) shall be placed on the QAL, in order of their final score, as determined by the Board of Officers. A Member(s) shall remain on the QAL, for a period not to exceed one (1) year from the date it is created, provided they remain eligible for promotion.**

Should a permanent position(s) become available, Member(s) shall be promoted in their order on the QAL. The promotion shall take effect the date the Member commences work in the applicable Rank.

- (f) **The CPA shall be provided with a list of all candidates competing for promotion for the Ranks of Sergeant, Detective and Staff Sergeant. Following the promotions cycle, the CPA will be provided with a copy of all successful and unsuccessful candidates, as well as the QAL.**
- (g) No Member shall be promoted to any Rank through any process other than that which is outlined in Article 4.00 of this Agreement.
- (h) No vacancies shall be filled, or promotions made, from outside the Members covered by the scope of this Agreement provided that such Members have the ability to perform the work, other than in the case of new recruits to Constable, or in the case of rehires pursuant to Clause 4.06.

4.03 Promotional Application Criteria

- (a) To be eligible to apply for promotion to any Rank, any Member must:
 - (1) **Pass examinations within four (4) years of the application, as set by The Chief; and**
 - (2) **Have two and one half (2 1/2) years Continuous Service within the CPA (including any time credited under Clause 4.06 Rejoining); and**
 - (3) **Be confirmed in **their** present Rank.**

- (b) To be eligible to write the examinations referred to in Clause 4.03 (a), a Member must have at the time of writing the examination five (5) or more years of Continuous Service with any Police Service and be confirmed in **their** present Rank.
- (c) The object of any examination will be to test the educational and theoretical knowledge of the Member, but the fact that any Member has **passed** the examinations does not entitle **them** to promotion, or to promotion before another Member who has **passed** the examination at a later date.

4.04 Expressions of Interest and Competitions

- (a) The CPS reserves the right to determine if a vacant position is to be filled. Where such position is to be filled, the CPS may utilize the Expression of Interest (EOI) or the Competition process to fill lateral positions and acting assignments within the Ranks of Constable, Sergeant, Detective and Staff Sergeant. The CPS agrees to conduct all EOIs and Competitions in an unbiased and equitable manner.
- (b) At the time of the posting, the CPA shall be provided with a copy of the posting referred to in 4.04(a) and the accompanying position profile. Following completion of the EOI or Competition, the CPA shall receive a list of all candidates, those who were successful, as well as any Member(s) placed on a Qualified Applicant List, if applicable.

4.05 Acting

- (a) A Member covering a higher Rank for at least one-half (1/2) of a full Relief, shall be appointed to the appropriate temporary acting Rank and shall be entitled to all pay and allowances for such Rank as set forth in this Agreement, for hours worked in that capacity. Further, upon completing six (6) consecutive months of appointment to such higher Rank and continuing such appointment, a Member shall receive leave with pay at the rate of the higher Rank **for the duration of their acting assignment**.
- (b) A Member covering a higher established Rank must have passed the promotional examination for that Rank.

4.06 Rejoining

- (a) Any Member who leaves the CPS may, within two (2) years of leaving and subject to the approval of the CPS, be re-hired in the CPS at the Rank that the Member left provided the Member has the ability to perform the work and provided that a Position is vacant such that the Member rejoining does not displace someone who has filled the Position or is on probation.

- (b) Any former CPS Member who is rehired to the CPS within one (1) year of departure shall be credited with their prior service for the purposes of annual leave and seniority. This prior service will be deemed to be Continuous Service for the purposes of Clauses 4.03 (a), 4.03 (b) and 6.02 (a) and (b).
- (c) Any former CPS Member who is rehired to the CPS between one (1) year and two (2) years of their departure shall be credited with their prior service for the purposes of annual leave and seniority. This prior service will be deemed to be Continuous Service for the purposes of Clauses 4.03 (a), 4.03 (b) and 6.02 (a) and (b). However, the rehired Member upon becoming eligible via the promotion exam may act in a higher Classification but will not be eligible for permanent promotion to a higher Classification for a twenty-four (24) month period after rehire.
- (d) An experienced Police Officer with a minimum of two (2) full years of experience, including basic training, with a Police Service may be hired at the rate of pay consistent with their complete years of experience, but no higher than the First Class Constable rate and commensurate recognition of up to four (4) years' service for vacation purposes. For clarity, an experienced Police Officer hired pursuant to this Clause will not be credited with one hundred and twenty (120) hours of vacation as of date of hire and vacation entitlement in the first year with the CPS will be prorated as per Clause 7.02. Basic training may be abbreviated. Except for the wage rate and vacation as stated above, all service-related entitlements and benefits, such as seniority, and service in Rank will commence in the same manner as they do for a new Member who has no previous police service experience. This prior recognized service of up to four (4) years will be deemed to be Continuous Service for the purposes of Clauses 4.03 (a) and 4.03 (b), 6.02 (a) and (b).

4.07 Layoff and Recall Procedures

- a) **In the case of a reduction of the establishment affecting the Ranks of Staff Sergeant, Sergeant, or Detective, the Member who was last appointed to that Rank shall be the first to be demoted to the next lowest Rank. Upon such demotion taking place, that Member shall be deemed to be the senior Member in that Rank.**
Prior to any Member being reduced in Rank, all Members in acting assignments shall be returned to their Rank.
- b) **In the case of a vacancy, or if the establishment is to be increased in the Ranks of Staff Sergeant, Sergeant or Detective, the Member who was the last demoted to a lower Rank shall be the first to be promoted back to their former Rank provided they are capable of performing the work available, within the legislative duty to accommodate. In such case, Clause 4.02 shall be waived.**
- c) **In the event of layoff affecting the Rank of Constable, the most junior Constable shall be laid off, providing those who remain are capable of performing the available work.**

- d) A Member subject to layoff shall, at the discretion of the CPS, be provided with either a minimum of four (4) weeks' notice, or pay in lieu of notice, at the prevailing hourly rate of pay.
- e) A laid off Member, who was previously confirmed in employment, shall have recall rights for a period not to exceed twenty-four (24) months from the date of layoff. Such Member shall be paid out any Time Credits banked in accordance with Clause 5.08 at the time of their layoff.
- f) A laid off Member who is not eligible for recall shall be paid out all leave plan balances at the time of their layoff.
- g) If the CPS intends to recruit into the Rank of Constable, laid off Members shall first be recalled, in order of seniority, provided they are capable of performing the work available, within the duty to accommodate as prescribed by the Alberta Human Rights Act. The following conditions shall apply in the event of a recall:
 - 1. A laid off Member shall be notified of their eligibility for recall by phone and email to the phone number and email address on file. A laid off Member with recall rights must keep the Human Resources Division informed of their current personal contact information;
 - 2. Recall shall be offered once only;
 - 3. A laid off Member must notify the CPS of their intent to accept their recall within seven (7) calendar days of being notified of their recall;
 - 4. A laid off Member must meet the required qualifications for the Rank and shall be capable of passing all applicable employment screens; and,
 - 5. A laid off Member must be available to report to work with the CPS, including completing all requirements set out in 4 above, within thirty (30) calendar days of being notified of their recall.
- h) A Member who is recalled to the CPS shall be credited with their prior service for the purposes of future annual leave entitlement and seniority. Annual leave entitlement shall be prorated for the time spent on layoff. This prior service will be deemed to be continuous service for the purposes of Clauses 4.03 (a) and (b), 6.02 (a) and (b).
- i) If a Member is not recalled, or fails to respond to recall, as set out in subsection g) above, they shall be entitled to the balance of their termination notice as outlined in Section 56 of the Alberta Employment Standards Code.

5.00 HOURS OF WORK, OVERTIME AND COURT TIME

5.01 Schedules of Work

- (a) The regular workweek shall average forty (40) hours per week and shall consist of one of the following schedules:
 - (1) Four (4) Reliefs of ten (10) hours each; or
 - (2) As is common and past practice at the sole discretion of the Chief of Police, five (5) Reliefs of eight (8) hours each for training courses, major and/or special events, Stampede Week, etc.; or
 - (3) A combination of twelve (12), ten (10) and/or eight (8) hour Reliefs over a defined period of weeks.
- (b) Subject to the needs of the CPS, and at the discretion of the Chief of Police, the regular workweek may be modified to meet specific needs of the CPS. Prior to the implementation of any such scheduling, the President of the CPA or designate will be informed of all particulars. The CPA retains the right to pursue the difference to Arbitration.
- (c) Members working a schedule other than a five (5) Reliefs of eight (8) hours work schedule will receive prorated benefits and entitlements equivalent to, but not greater than, Members working a five (5) Reliefs of eight (8) hours work schedule.

It is understood that the provision of work schedules, other than a five (5) Reliefs of eight (8) hours work schedule, is on the basis of "no loss, no gain" to the parties.
- (d) Except where days off on a Shift are Sunday and Saturday, and except where a Member agrees to change their days off, all days off shall consist of consecutive calendar days. Members may split their days off providing it is mutually agreed upon by the Member and their supervisor.

5.02 Rest Period

The regular workday shall include reporting time and provide each Member a one-half (1/2) hour meal period in each daily work Relief.

All Members shall be entitled to one (1) fifteen (15) minute coffee break in each half of a Relief provided that such breaks do not interfere with on-going police work.

5.03 Shift Change

- (a) **A Member's shift** shall be changed in rotation no later than every third Sunday, except **when a Member is** required to work a regular day Relief, or unless otherwise mutually agreed.

- (b) **A Member** shall be given personal and reasonable notice of any change in their work Relief preceding the change, unless otherwise agreed between the Member and **their** supervisor. No Member shall be required to leave work at a time earlier than the normal termination time of such Relief, excepting in circumstances where the Member's employment is terminated or the Member is put on suspension.
- (c) Subject to the needs of the CPS, Duty Rosters will be posted at least eight (8) weeks in advance of being worked.
- (d) Duty Rosters shall not be changed merely to avoid the payment of call-out, overtime, statutory holiday entitlement or Court Time.

5.04 Rest Period between Shifts

All Members shall be entitled to receive a minimum of eight (8) hours off duty between the time they have completed one (1) scheduled Relief and the time they commence another scheduled Relief. In the event that a Member is scheduled or re-scheduled to work a Relief which does not allow for the minimum off time period of eight (8) hours, and they work such Relief, they shall receive overtime premiums for the hours worked up to the minimum off time in accordance with the overtime provisions of this Agreement. It is understood that overtime worked shall not determine the minimum off duty period.

OVERTIME

This section's purpose is to establish the overtime conditions that are particular to a regular workweek schedule and those working conditions established as per Clause 5.01.

5.05 Overtime

- (a) All hours a Member is authorized to work in excess of their normal scheduled daily or weekly hours shall be overtime. Any Member who works such authorized overtime shall be entitled to two (2) Time Credits for each hour of overtime worked on a daily basis. Overtime will be calculated on the basis of six (6) minutes equalling one-tenth (1/10) of an hour.
- (b) All hours a Member is authorized to work in excess of their normal scheduled daily or weekly hours shall be overtime, except where changes in days off or hours of work have been made as a result of a mutual change.
- (c) Any Member working a Relief as a result of a mutual change shall be entitled to overtime for any hours worked in excess of the normal scheduled daily hours per Relief.

5.06 Call-Out

- (a) Where extra duty is ordered and it either precedes a Member's regular Relief by more than two (2) hours or does not immediately follow their regular Relief, the Member shall be entitled to two (2) Time Credits for each hour of such extra duty. However, if the Member is called out for less than two and one-half (2 ½) hours, that Member will be entitled to a minimum of five (5) Time Credits for such extra duty.
- (b) A Member who is given a statutory holiday off in lieu of a regularly scheduled Relief, and is called out on that same statutory holiday, will be allowed the opportunity to work an entire Shift commencing at the time the Member arrives for duty, with the compensation as per Clause 7.10. If the Member does not wish to work an entire Shift, then "Call Out" Time Credits as per Clause 5.06 (a) will be applied.

5.07 Special Duties Roster

The Chief of Police shall not permit the posting of special Duty Rosters to avoid payment of call-out rates as provided for in this clause. A special Duty Roster is necessitated by a special event and changes the scheduled hours of work of a Member and those of their immediate work group. Call-out will be paid when a special Duty Roster is posted which provides less than twelve (12) hours' notice.

5.08 Banked Time Credits

A Member shall have the option of receiving one (1) hour's pay for each Time Credit earned or accumulating Time Credits up to one hundred and eighty-five (185) hours. Subject to the needs of the CPS, a Member will be allowed to take their accumulated time off when requested, provided reasonable notice of intention to take time off is given. In the event the requested time off is refused to the Member, the supervisor will notify the Member in writing outlining the reason(s) for the decision.

When Time Credits in excess of one hundred and eighty-five (185) have been accumulated by any one Member, such Member will be paid for all Time Credits over one hundred and eighty-five (185) at the rate of one (1) hour's pay for each such Time Credit.

5.09 Standby Time

Each Member covered by this Agreement who is directed to standby for duty while off duty for any reason and remains accessible to perform such duties shall be paid at the rate of one (1) hour for each eight (8) hours or part thereof until notice to stand down.

The CPS agrees that unless Standby Time is being provided to the Member, there will be no requirement that they remain available on their off-duty hours.

COURT TIME

The purpose of this Section is to establish the court time conditions that are particular to a regular workweek schedule and those working conditions established as per Clause 5.01.

5.10 Court Attendance

- (a) DAY OFF - When a Member is required to attend Court on an off duty day, they shall be entitled to not less than eight (8) Time Credits for one (1) Court appearance, either at Morning Court or Afternoon Court, and not less than fourteen (14) Time Credits for Court appearances at both Morning Court and Afternoon Court.
- (b) NIGHT RELIEF - When a Member who is assigned to Night Relief is required to attend Court, they shall be entitled to not less than six (6) Time Credits for attendance at Morning Court and not less than six (6) Time Credits for attendance at Afternoon Court.
- (c) AFTERNOON RELIEF - When a Member who is assigned to Afternoon Relief is required to attend Court, they shall be entitled to not less than four (4) Time Credits for attendance at Morning Court and not less than three (3) Time Credits for attendance at Afternoon Court unless such Court attendance shall commence and conclude within their regular hours of duty, in which case no Time Credits will be granted.
- (d) Every reasonable effort shall be made to give a Member eight (8) hours' notice of a cancellation or change in a Court appearance. In the event that a Member does not receive eight (8) hours' notice they shall receive two (2) Time Credits. It is understood that the foregoing shall not apply in the case of a Member who is given notice prior to the termination of their Relief.

5.11 Court Attendance – Prior to Relief

When a Member is assigned to a day Relief commencing between 9:30 a.m. (0930 hours) and 11:30 a.m. (1130 hours) and is required to attend Court preceding the commencement of their Relief, they shall be entitled to overtime as set forth in this Agreement.

5.12 Court Attendance – When on Relief

When a Member who is assigned to a Relief which commences between 2:00 p.m. (1400 hours) and 9:00 p.m. (2100 hours) attends both Morning and Afternoon Court of the same day, they shall be entitled to receive Time Credits consistent with the Relief to which they are assigned or if they so desire, and the needs of the CPS permit, completion of their required attendance in Court shall be deemed to be their work Relief for that day.

5.13 Court Attendance – Swing Relief

When a Member is assigned to work a Relief known as a "swing relief" and they are required to appear in Court, they shall receive Court Time consistent with the Relief to which they are assigned for the day, except when the Member has just completed a Night Relief and is assigned to the following Afternoon Relief, in which case they shall receive Court Time at the rate of seven (7) Time Credits for a morning appearance.

5.14 Court Attendance – When on Accumulated Time

- (a) When a requested accumulated time off and a Court appearance fall on the same day, a Member shall have the option of cancelling their request for accumulated time or receive not less than three (3) Time Credits for attendance at a Morning Court session and not less than three (3) Time Credits for attendance at an Afternoon Court session.
- (b) This applies only if the accumulated time taken falls during hours of Court. If accumulated time taken falls outside of regular Court hours, then hours earned will be based on the Shift the Member would have worked.

5.15 Court Attendance – When on Vacation

- (a) If a Member is brought back for duty during their vacation they shall be entitled to sixteen (16) Time Credits for attendance at one (1) or more Court sessions or any other required official duties, for each day of said service.
- (b) If a Member is vacationing outside the city limits of Calgary, and is brought back for duty during their vacation for attendance at one (1) or more Court sessions, or any other required official duty, they shall be entitled to, in addition to the Time Credits provided for in 5.14 (a), an additional eight (8) Time Credits per day of travel, provided that it is necessary for the Member to travel on a day or days other than those on which their attendance is required pursuant to this clause.
- (c) All necessary and reasonable travel expenses, including food and lodging actually incurred by a Member in returning from vacation to undertake any duty required of them during annual vacation shall be paid by the CPS, and including, where applicable, all such expenses in returning to the place from which such Member had to return to undertake such duty provided, however, that in order to qualify for such allowances, a Member must advise their Inspector in writing at the earliest possible date of any Court appearance or other police duty which requires their attendance during their annual leave. In order to qualify for the aforementioned expense, a Member must advise their Inspector of the amount of such expense within thirty (30) days of their return to duty.

5.16 Court Attendance – When on Approved Sick Leave

A Member who is required to attend Court during a period of approved sick leave shall not be entitled to receive Time Credits for such attendance.

5.17 Court Attendance – When on a Leave of Absence or as Former Member

Where a Member who is on leave of absence or a **Former Member** is required to attend Court in relation to **their** obligations as a Member (or **Former Member**) of the CPS, **they** shall receive six (6) Time Credits or its cash equivalent for one (1) Court appearance, either at Morning Court or Afternoon Court, and not less than eight (8) Time Credits for Court appearances at both Morning Court and Afternoon Court. Subject to Clause 5.08, a Member shall have a choice of whether to receive Time Credits or its cash equivalent. A **Former Member** will receive the cash equivalent to the Time Credits.

6.00 REMUNERATION, PREMIUMS AND ALLOWANCES

6.01 Classifications

- (a) The parties agree to accept the Classification and Salary Schedule as shown in the attached Schedule "A".
- (b) Each Member shall be paid the wage or salary at the rate specified in the attached Schedule "A".
- (c) Salary shall be paid to Members biweekly.
- (d) The City has the right to set pay rates on new or significantly changed jobs and such decisions shall be subject to CPA appeal under the Grievance Procedure and follow the same steps as a policy grievance.
- (e) Any Classification created during the term of this Agreement whose bargaining area is covered by the CPA shall be subject to the Grievance Procedure and follow the same steps as a policy grievance. Rates and conditions shall be effective as of the date of the establishment of the Classification.

6.02 Senior Constable Classifications

(a) Senior Constable I

To qualify to enter the Senior Constable Classification the Member must have completed eight (8) years of Continuous Service as a Police Officer with the CPS since most recent date of hire, hold the Rank of First Class Constable and be qualified through passing the Senior Constable Classification examination with the required marks.

(b) Senior Constable II

After completing three (3) continuous years of service as a Senior Constable I, passing the Senior Constable Classification examination with the required marks and receiving the recommendation of the Member's immediate supervisor, the Member may progress to the second level of the Senior Constable Classification. In the event a Member does not receive the recommendation of their supervisor, this decision may be appealed to the Chief of Police, or their designated representative, whose decision will be final.

It is a requirement that a Senior Constable be willing and able, on a continuous basis, to assist in the coaching of other sworn Members of the CPS in order to qualify for, or maintain, a Senior Constable Classification.

6.03 Shift Differential

Shift differential shall be paid as follows:

- (a) Afternoon Relief at one dollar and five cents (\$1.05) per hour.
- (b) Night Relief at one dollar and fifteen cents (\$1.15) per hour.

6.04 Specialty Unit Premium

Members assigned to designated specialty units/Positions that have completed the requisite training and have achieved specialized expertise and/or have been designated as experts shall, after two years in their respective Positions, receive a three percent (3%) premium.

This increase shall only be in effect while the Member is in the specialty unit/Positions and provided the Member has maintained their level of expertise or expert status.

Specialty units/Positions designated by the CPS eligible for this premium are: Polygraph Unit, Crime Scenes Unit, Technological Crimes Team, Drug Experts, Traffic Section Level 4 Reconstructionist, Support Section subject matter experts (1 Sniper, 1 Specialty Munitions expert and Police Explosive Technician).

6.05 Officer Coach Premium

Members other than Senior Constables designated or assigned as officer coaches for the purpose of training Probationary Constables shall receive an additional two (\$2.00) dollars per hour for the duration of the designated training period.

6.06 Canine Unit Allowance

Officers assigned to the Canine Unit on a full-time basis, shall receive an annual allowance of six hundred and fifty dollars (\$650.00). The allowance shall be paid out at the rate of twenty-four dollars and ninety cents (\$24.90) per pay period.

6.07 Clothing Issue

Clothing as per Schedule "B" of this Agreement shall be issued to Members where applicable having regard to the assigned duties of the Members.

The CPS will endeavour to have available all required regular issue of summer clothing and equipment not later than the 15th day of May and all required regular issue of winter clothing and equipment not later than the 15th day of September in each year.

Should a Member's issued uniform be damaged or contaminated in the execution of their duty, the CPS shall determine whether to replace, or arrange for proper cleaning of, the uniform at CPS expense.

For the purpose of this Clause, a Calendar Year will be deemed to consist of two hundred and sixty-one (261) working Reliefs (January 1 to December 31).

(a) Plain Clothes Allowance

- (1) The City shall provide an allowance for the purchase of clothing to those Members who, due to the nature of their work, are required to perform their duties in plainclothes on an ongoing basis, throughout the Calendar Year. Plainclothes assignments shall be at the discretion of the Chief of Police.
- (2) The plainclothes allowance shall be paid semi-annually. The first payment shall occur in January of each year to cover the period of January 1 to June 30. The second payment shall occur in July, to cover the period of July 1 to December 31. Each payment shall be in the amount of five hundred dollars (\$500).

(b) Dry Cleaning Allowance

In addition, a dry cleaning allowance of ten dollars (\$10.00) per week shall be paid in conjunction with each semi-annual payment of the plainclothes allowance.

(c) Clothing Allowance Documentation

Members shall be required to submit requisite documentation for the payment of the clothing allowance but shall not be required to submit receipts.

(d) Clothing and Dry Cleaning Allowance while on Leave

No Member shall forfeit any portion of their clothing allowance, dry cleaning allowance, or clothing and equipment as per Schedule "B" when absence is due to illness except where such absence exceeds one hundred and nineteen (119) calendar days. Said forfeiture to be prorated after one hundred and nineteen (119) calendar days.

(e) Allowances while on Temporary Assignment

The City shall also provide an allowance for the purchase of clothing, and an allowance for dry cleaning, to those Members who are temporarily assigned to a plainclothes assignment as identified in Clause 6.07 (a). These plainclothes and dry cleaning allowances shall commence after a Member has been required to work the equivalent of 20 or more full Reliefs (160 hours) in plainclothes within a Calendar Year. These allowances shall be calculated and paid as follows:

- (1) The plainclothes allowance shall be paid at the rate of three dollars and eighty three cents (\$3.83) per equivalent Relief.
- (2) The dry cleaning allowance shall be paid at the rate of two dollars (\$2.00) per equivalent Relief.
- (3) If a Member works more than the equivalent of twenty (20) Reliefs in a Calendar Year, the plainclothes and dry cleaning allowances shall be backdated to include the first twenty (20) equivalent Reliefs worked.
- (4) An equivalent Relief shall be considered completed after every 8 hours scheduled on a Duty Roster, have been worked in plainclothes. The CPS shall track equivalent Reliefs and ensure payment is made after 160 hours (20 equivalent Reliefs) have been worked and the requisite documentation has been submitted.
- (5) Both the plainclothes allowance and the dry cleaning allowance shall be paid at the end of the Calendar Year, or, upon request by the Member, at the end of their plainclothes assignment.

(f) Return or Repayment of Clothing

- (1) All clothing issued will become the sole property of the Member at the time of issue. Members who receive an annual allotment of clothing and do not complete that years' service shall be required to repay the CPS the cost of the clothing on a pro rata basis. It is understood that all motorcycle helmets will remain the property of the CPS and will be coded as to ownership and date of issue. Notwithstanding the foregoing, Members who are retired shall be allowed to retain all clothing in their possession at the time of their retirement.

- (2) The City shall be entitled to recover, by pay deductions, any clothing allowance or dry cleaning allowance paid to any Member over and above the amount to which said Member is entitled pursuant to these provisions. Such pay deductions shall be based upon a pro rata adjustment according to the number of Reliefs worked in plainclothes and the amount paid in clothing allowance. Deductions for dry cleaning allowance shall be based upon a pro rata adjustment according to the number of Reliefs worked and the amount of dry cleaning allowance paid.

6.08 Wellness Account

Effective January 1, 2023 a **six** hundred-dollar (\$600) Wellness Account shall be available for each Member on January 1 of each year of the Collective Agreement as set out in Clause 1.04. The **six** hundred dollars (\$600) can be designated by each Member into non-taxable or taxable categories. Expenditures rules are those governed by the Canada Revenue Agency (CRA).

It is understood that if the CPA withdraws from MEBAC the Wellness Account will be removed from the Collective Agreement and employee entitlements.

6.09 Meal Allowance

When a Member covered by this Agreement is assigned to a duty which extends three (3) hours beyond the Member's Relief, the Member will be served a meal or receive twelve dollars (\$12.00) in lieu thereof.

6.10 Pensions

Pension benefits and terms and conditions relative thereto are as set forth in the provisions of the SFPP and The Alberta Employment Pension Plans Act.

7.00 VACATION, HOLIDAY AND SERVICE ENTITLEMENTS

7.01 Vacation Entitlement

Vacation entitlement is as follows:

| SERVICE FOR VACATION | HOURS OF ANNUAL VACATION |
|--|-----------------------------|
| First January 1, following year of hire | Prorated as per Clause 7.02 |
| Second January 1 following year of hire | 120 |
| Seventh January 1, following year of hire | 160 |
| Sixteenth January 1, following year of hire | 200 |
| Twenty-third January 1, following year of hire | 240 |
| Thirtieth January 1, following year of hire | 280 |

* Service for vacation for those Members who rejoin or are hired as experienced officers to the CPS shall continue to be calculated in accordance with the provisions of Clause 4.06.

7.02 Prorated Vacation Entitlement

All Members covered by this Agreement shall be entitled to a prorated vacation entitlement for their first Calendar Year of service. A Member's vacation entitlement shall be calculated according to the length of continuous employment during their first Calendar Year of employment as follows:

| EMPLOYMENT COMMENCED | MONTHS OF SERVICE COUNTED | HOURS OF ANNUAL VACATION |
|----------------------|---------------------------|--------------------------|
| Before January 15 | 12 | 120 |
| Jan. 15 - Feb. 14 | 11 | 112 |
| Feb. 15 - Mar. 15 | 10 | 104 |
| Mar. 16 - Apr. 15 | 9 | 88 |
| Apr. 16 - May 15 | 8 | 80 |
| May 16 - June 15 | 7 | 72 |
| June 16 - July 15 | 6 | 64 |
| July 16 - Aug. 15 | 5 | 48 |
| Aug. 16 - Sept. 15 | 4 | 40 |
| Sept. 16 - Oct. 15 | 3 | 32 |
| Oct. 16 - Nov. 15 | 2 | 24 |
| Nov. 16 - Dec. 15 | 1 | 8 |

These hours will be deposited to the Member's vacation bank on January 1 of the Calendar Year following their hire or rehire.

7.03 Common Vacation Base Date

In order to establish a standard January 1 vacation base date, following receipt of the first year's prorated entitlement as referenced in Clause 7.02, a Member's vacation base date shall be established as January 1 of the year in which they were initially hired or rehired. All subsequent vacation entitlements shall be determined by the provisions of Clause 7.01 and a Member's hours of annual vacation shall be deposited into their vacation bank on January 1 of each Calendar Year.

A City employee who moves into a Position that falls within the jurisdiction of the CPA, without a break in service, shall have their vacation base date reset to January 1 of the year in which they were last hired or rehired by The City.

7.04 Vacation Pay Upon Termination

If employment is terminated and proper notice given, a Member shall be entitled to vacation pay on the following pro rata calculation:

| | |
|---------------------|-------|
| Less than 120 hours | - 4% |
| 120 hours | - 6% |
| 160 hours | - 8% |
| 200 hours | - 10% |
| 240 hours | - 12% |
| 280 hours | - 14% |

7.05 Banking and Payout of Vacation

A Member, upon being entitled to one hundred and twenty (120) hours of annual vacation, shall be entitled to save and carry forward to a predetermined vacation period forty (40) hours of annual vacation per annum to a maximum of two hundred and forty (240) hours, subject to the needs of the CPS.

Subject to the preceding conditions, a Member, upon being entitled to one hundred and sixty (160) hours or more of annual vacation, shall be entitled to save and carry forward to a predetermined vacation period eighty (80) hours of annual vacation per annum to a maximum of two hundred and forty (240) hours, subject to the needs of the CPS.

If a Member has accumulated in excess of the allotted maximum bank as of December 31 of a Calendar Year, the Member shall be paid out in January of the following year at the Member's previous salary.

7.06 Vacation Entitlement While on Medical Leave or Accommodation

A Member, who is in receipt of full LTD or WCB benefits, shall continue to accrue vacation entitlement as if they were working full time following the commencement of their absence, **in accordance with Clause 7.07.**

A Member who is in receipt of partial WCB or LTD benefits and is being accommodated with part-time hours shall accrue vacation entitlement as if the Member were working full time.

7.07 Vacation Entitlement While on Job Protected Leave

A Member who is absent from work on Maternity Leave, Parental Leave, Adoption Leave, Family Leave, Compassionate Care Leave, Unpaid Medical Leaves, Sickness and Accident, Long Term Disability or Worker's Compensation shall continue to accrue vacation entitlement hours for a period up to twelve (12) months.

In the event a Member is absent from work for longer than twelve (12) months (as noted above), their vacation hours accrual shall be rested. Upon returning to work, the Member's vacation entitlement hours shall accrue once again, and the annual entitlement shall reflect the Member's service for vacation as outlined in Clause 7.01. The Member shall be required to work a full calendar year prior to earning their next vacation entitlement or shall have their vacation entitlement prorated to reflect the time worked in the year they returned.

Notwithstanding the above, the Member may take any time left in their vacation bank, including the vacation accrual earned in the first year of the leave.

7.08 Statutory Holidays

The following days shall be recognized as statutory holidays, namely: New Year's Day, Family Day, Good Friday, Easter Sunday, Victoria Day, Canada Day, August Civic Holiday, Labour Day, **Truth and Reconciliation Day**, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day (shall be December 26th) and any other day proclaimed to be a holiday by Federal, Provincial or Municipal Governments.

7.09 Statutory Holiday Entitlement

A Member shall become entitled to all of the statutory holidays hereinbefore set forth without loss of pay after the completion of thirty (30) calendar days of service except when on leave of absence. If a statutory holiday falls during a period of approved sick leave, the Member shall receive only their regular S & A pay for which the Member is eligible.

7.10 Statutory Holiday Premium

Any Member who works on a statutory holiday shall be entitled to receive, in addition to their regular salary, two (2) Time Credits for each hour worked.

7.11 Christmas Eve and New Year's Eve Premium

In addition to Clause 7.08, any Member working on Christmas Eve on a Relief, the major portion of which falls between 5:00 p.m. (1700 hours) and 5:00 a.m. (0500 hours) Christmas Day shall be entitled to five (5) Time Credits, in addition to their regular salary.

In addition to the foregoing, any Member working on New Year's Eve on a Relief, the major portion of which falls between 5:00 p.m. (1700 hours) New Year's Eve and 5:00 a.m. (0500 hours) January 1, shall be entitled to five (5) Time Credits in addition to their regular salary.

7.12 Statutory Holiday on Day Off

If any of the foregoing statutory holidays falls on a regular day off of a Member, they shall be entitled to receive eight (8) Time Credits.

7.13 Statutory Holiday Pay During Vacation

If any of the foregoing statutory holidays falls during the annual vacation of any Member, they shall be entitled to receive eight (8) Time Credits.

7.14 Statutory Holiday Pay During Absence From Work

A Member who is in receipt of full LTD benefits or full WCB benefits shall be entitled to the eight (8) Time Credits, as per Clause 7.15.

A Member who is in receipt of partial WCB or partial LTD benefits and is being accommodated with part-time hours shall be entitled to receive eight (8) Time Credits for such statutory holiday.

7.15 Statutory Holiday Pay While on Job Protected Leave

For a period not to exceed twelve (12) months, where a statutory holiday falls on a scheduled day off of a Member on sick leave (S&A, WCB, LTD), the Member shall receive eight (8) Time Credits in lieu of the statutory holiday and shall be subject to payout in accordance with clause 5.08.

For a period not to exceed twelve (12) months, while on maternity leave, parental leave, adoption leave and family leave, Members shall be credited with eight (8) hours straight time in lieu of the statutory holiday. These hours will be subject to payout in accordance with clause 5.08.

7.16 Scheduling of Shifts On Statutory Holidays

Work assignments on a statutory holiday will be distributed as equitably as is practicable among the Members who normally perform such assignments.

7.17 Service Pay

Each Member shall, in addition to their salary, be paid service pay based on the Member's continuous years of service with the CPS at the following rate:

| | | | |
|-----|--------------------------------------|---|-------------------|
| (1) | After 5 years of Continuous Service | - | \$ 60.00 annually |
| (2) | After 10 years of Continuous Service | - | \$120.00 annually |
| (3) | After 15 years of Continuous Service | - | \$180.00 annually |
| (4) | After 20 years of Continuous Service | - | \$240.00 annually |
| (5) | After 25 years of Continuous Service | - | \$300.00 annually |
| (6) | After 30 years of Continuous Service | - | \$360.00 annually |
| (7) | After 35 years of Continuous Service | - | \$420.00 annually |

All employees eligible for this entitlement shall receive this annual payment no later than the last pay period in December.

8.00 LEAVES OF ABSENCE

8.01 Leave of Absence Administration

When a Member is on leave of absence without pay, the Member shall not be entitled to any remuneration from The City including wages, vacation accumulation, statutory holiday entitlement, clothing, or any other entitlements under this Agreement for the period of their absence, unless otherwise stated in this Agreement.

When a Member is granted a leave of absence of thirty (30) consecutive days or less, the Member is required to pay, in advance, their own share of MEBAC benefit premiums and any other levies normally in force had such leave of absence not been granted. Service will accrue during such leaves.

When a Member is granted a leave of absence for a period of more than thirty (30) consecutive calendar days, they shall be required to pay in advance of the leave both the Member's and the employer's share of MEBAC premiums for applicable benefits and any other levies normally in force had such leave of absence not been granted. Unless otherwise provided in this Article, service shall not accrue during such leave, but that previously accrued shall be retained upon return to active employment from the leave of absence.

Premium rate, amount, and required benefit coverage on a leave of absence, shall be determined by the MEBAC.

Pension fund assessments shall be in accordance with the SFPP provisions.

It is further agreed that the CPA shall be notified by the Chief of Police in advance of such leave, in writing, when a Member is granted a leave of absence in excess of thirty (30) days.

8.02 General Leave of Absence

Any Member desiring a leave of absence for any period shall apply in writing to the Chief of Police.

The Chief of Police shall respond in writing to a request for leave of absence within thirty (30) calendar days, unless otherwise agreed with the CPA.

In the event the Chief of Police denies a Member's request for a leave of absence, such Member may, during the next fifteen (15) working days, submit a written appeal, through the Association, to the Commission. The decision of the Commission in this matter will be final.

8.03 Maternity Leave

A pregnant Member who has ninety (90) days Continuous Service shall be entitled to maternity leave for a period not to exceed seventeen (17) weeks, which includes any health-related portion and the one (1) week Employment Insurance waiting period. As soon as is practicable, the Member shall apply in writing for maternity leave, including advice to the Human Resources Services Section of the estimated delivery date and date of commencement of maternity leave. Maternity leave shall commence at the time designated by the Member, within thirteen (13) weeks of the estimated delivery date, except under circumstances in Clause 8.03 (a).

During the absence of a Member on approved maternity leave, such Member shall continue to accrue service and seniority. The Member may compete for promotion while on maternity leave and, if successful, the promotion shall take effect upon the later of either of the following dates: The Member's date of return from leave or the effective date for promotion to the applicable Rank.

When a Member has been granted maternity leave, they will be required to pay union dues as well as their own share of premiums for the applicable benefits under the MEBAC plan in order to maintain benefit coverage. Union dues and benefit premiums are to be paid in advance.

- (a) A pregnant Member who is deemed unfit to work by their physician shall be eligible to apply for benefits under the MEBAC plan. Maternity leave shall commence the earlier of the date of commencement upon return from S&A and/or LTD or the birth of the child.
- (b) A Member returning to work from maternity leave shall give the CPS two (2) weeks' notice in writing of the day on which they intend to resume employment and shall be reinstated to the Position held at the time maternity leave commenced or assigned alternate work of a comparable nature. At the CPS's request, the Member returning to work will provide a medical certificate indicating that the resumption of work by the Member will not endanger their health.
- (c) Members shall also be eligible for The City's Supplemental Unemployment Benefit Plan outlined in Clause 8.04 provided the Member meets the plan criteria.

8.04 Supplemental Unemployment Benefit Plan (SUB Plan)

- (a) Birth mothers who are eligible for Maternity Leave as provided for in Clause 8.03, have twelve (12) months Continuous Service, who have applied for, and are in receipt of, Employment Insurance benefits, are eligible to receive SUB plan payments.
- (b) The SUB plan shall not exceed the seventeen (17) week period outlined in Clause 8.03.
- (c) SUB plan payments shall be ninety-five percent (95%) of the Member's biweekly gross earnings, less benefits, Employment Insurance benefits and any other earnings received by the Member for the balance of the seventeen (17) week maternity leave period.
- (d) A Medical Certificate advising the date the baby was born and the method of delivery must be submitted to The City's Benefit Liaison for approval of both the health-related portion of the Maternity Leave and the SUB plan.

8.05 Parental Leave

- (a) A natural or adoptive parent, who is a Member with ninety (90) days' Continuous Service is entitled to an unpaid parental leave of up to sixty-two (62) weeks for the care of a newborn or newly adopted child. Parental leave is available within the first year after the child's birth or, in the case of adoption, after the child is placed with the adoptive parent. If The City employs both parents, they may share the leave, with the total not to exceed sixty-two (62) weeks. Members eligible for both maternity leave and parental leave shall not exceed seventy-eight (78) weeks of leave combined. The parents may be granted leave simultaneously, subject to operational requirements. During this leave of absence, the Member's service and seniority will continue to accrue with no decrease in status.
- (b) When a Member has been granted parental leave, the Member will be required to pay union dues and their own share of premiums for the applicable benefits under the MEBAC plan in order to maintain benefit coverage. Union dues and benefit premiums are to be paid in advance.
- (c) A Member returning to work from parental leave shall give the CPS two (2) weeks' notice in writing of the day on which they intend to resume employment and shall be reinstated to the Position held at the time parental leave commenced or assigned alternate work of a comparable nature.

8.06 Birth/Custody Leave

Upon request, a Member who is to become a parent may be granted leave of absence with pay for one (1) day for the following purposes:

- (1) For attending the delivery of the child; or
- (2) For attending to the release from hospital of the spouse or partner who has given birth; or
- (3) On the day of first obtaining custody of a child who has been legally adopted.

8.07 Bereavement Leave

Upon request, a Member shall be entitled to bereavement leave, either at the time of a death or at a later established date, when funeral services are scheduled as follows:

- (a) **For immediate family, a Member shall be excused for seven (7) consecutive calendar days. Immediate family shall be defined as the Member's:**
 - current spouse, **adult interdependent partner or common-law partner;**
 - parent, spouse's parent, step-parent, spouse's step-parent, **current or former guardian, or foster parent;**
 - child, step-child, foster child, ward, **or related dependent living in the same household;**

- **sibling, half-sibling, step-sibling;**
- **grandparent or step-grandparent;**
- **grandchild or step-grandchild.**

(b) A leave of absence with pay of up to seven (7) consecutive **calendar** days may be granted at the discretion of the Member's District/Section Commander, or designate, to address the demise of a **Member of their extended family**. **Such leave shall not be unreasonably denied. Extended family shall be defined as:**

- **sibling, half-sibling or step-sibling** of the Member's current spouse, **adult interdependent partner or common-law partner;**
- **current spouse of Member's sibling;**
- **the Member's aunt or uncle;**
- **parent-in-law or step-parent-in-law;**
- **child-in-law;**
- **grandparent-in-law or step-grandparent-in-law.**

Pay shall be maintained at the hourly rate of the assigned classification on the working day prior to the commencement of the bereavement leave for all regularly scheduled hours within the seven (7) calendar day leave period.

CPS may request supporting documentation for such losses and such requests shall not be unreasonably denied. Should a Member qualify for bereavement leave during their vacation, there shall be no deduction from vacation credits for such absence. The period of vacation, or balance of vacation so displaced, shall be reinstated for use at a later date.

In the event that additional time is necessary for compassionate purposes, a Member may request additional **unpaid** days of leave of absence and such additional days may be granted at the discretion of the **Director**, Human Resources Services Section.

8.08 CPA Leave

- (a) When it is necessary for a Member to make application for leave of absence to perform duties of any office of the CPA, such requests shall have priority over all other applications.
- (b) If requested by the CPA, the CPA President, the Vice President of Administration and one other Member of the board of the CPA shall be granted an indefinite leave of absence for CPA duties. A Member granted such leave for CPA duties shall continue to be paid by The City and subsequently, the CPA shall reimburse The City.
- (c) While the particular Member(s) are on special full-time leave of absence to attend to CPA duties, they shall be allowed to accumulate seniority rights. **With a minimum of 30 days' notice, a Member may indicate their intent to return to active duty. Such Member shall have the right to return to the position they**

held at the time that their leave of absence commenced, provide it exists. Once notice to return has been submitted, the Member shall be eligible to apply on Expressions of Interest and Competitions, in accordance with Clause 4.04.

A Member on such full-time leave of absence for CPA business is **eligible to compete** for promotions to the Senior Officer Ranks or other City of Calgary 'Exempt' Positions during the course of **their** absence. If successful, they will immediately assume the Position, thereby, resigning from the CPA Office and terminating the special leave of absence.

- (d) Members who are on full-time leave of absence for CPA business will be eligible for all benefits that come under the jurisdiction of the MEBAC and therefore subject to the provisions and/or conditions that City employee(s) are subject to while a Member of the MEBAC. It will be incumbent upon the Member(s) and/or the CPA to accept the full responsibility for all levies, both Member's and employer's share pertinent to said benefits.

Such Members on special leave of absence to perform CPA business will not be given the opportunity to opt 'in or out' of the MEBAC and as such will be subject to the terms of reference thereof.

- (e) Such Member(s) on special leave of absence to perform CPA business will be eligible for all pension benefits and therefore subject to the provisions of the SFPP. It will be incumbent upon the Member and/or the CPA to accept the full responsibility for all pension contributions, both Member's and employer's share; pertinent to said Pension Plan.

8.09 Public Complaints Investigator Leave

The CPA may request **up to two (2) Members** be placed on special leave and designated to assist Members with the investigation of public complaints made against them pursuant to the Police Act and Police Service Regulations. To ensure that the Member(s) **shall** suffer no loss in regular earnings and fringe benefits, a Member granted such leave for CPA duties shall **be subject to the terms outlined in Clause 8.08 CPA leave.**

8.10 Leave for Meetings

When a Member of the Board of Directors of the CPA is required to attend a meeting, a hearing, joint collective bargaining meetings, an inquiry or a request for information, and such is at the request of the Commission, the Chief of Police or the Executive Office, the Board Member or the CPA shall be compensated for such time as follows:

- (1) When a Member is on duty, they shall be compensated for attendance on a straight time basis as if they were on duty. At the completion of the meeting, they shall complete the remainder of their regular Relief.

- (2) If a Member is on duty and the meeting runs beyond the normal completion of their Relief, the excess time will be credited to the account of the CPA on a straight time basis, that is, no premiums, penalties or interest to be paid.
- (3) If a Member is not on duty the CPA will be credited for the time required by the off duty Member at said meeting(s) on a straight time basis, that is, no premiums, penalties or interest to be paid.
- (4) The CPA will from time to time, request Members be placed on special leave, subject to it being granted, to attend to the business affairs of the CPA. To ensure that the Member will suffer no loss in regular earnings and fringe benefits, The City will pay the Member their regular salary on a straight time basis. The City will invoice the CPA on a quarterly basis for the regular earnings and fringe benefits of the Member(s) in excess of 500 hours being the all-inclusive group total per Calendar Year, and subsequently, the CPA will reimburse The City. The hours of the Public Complaint Investigator(s) may be included in the five hundred (500) hour all-inclusive group total. The hours of the CPA representatives granted indefinite leave for CPA duties in accordance with Clause 8.08 (b) are not to be included in the five hundred (500) hour all-inclusive group total.

9.00 LEGAL EXPENSES & INDEMNIFICATION

The City shall indemnify and save harmless any Member from any action, claim, cause, or demand whatsoever 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.

9.01 Legal Expenses and Indemnification Eligibility

The City shall pay all reasonable expenses and costs with respect to any criminal or civil action taken against or in respect of a Member provided that:

- (a) Such action arises out of the Member's action 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.

9.02 Criminal Investigation Legal Expenses and Indemnification

The City shall pay all reasonable expenses and costs with respect to any criminal investigation taken against or in respect of a Member provided that:

- (a) Such investigation arises out of the Member's action 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; and
- (c) The Member has been first Chartered and Cautioned in the criminal investigation.

9.03 Legal Counsel for Fatality Inquiry Board Hearings

Provided the Member's actions do not constitute gross disregard or neglect of their duties as a Police Officer, the CPS will provide legal counsel for any Members subpoenaed to attend at a Fatality Inquiry Board Hearing. Where the CPS counsel determines there is a conflict between the interests of the CPS and the interests of the Member, the CPS will pay reasonable expenses and costs for counsel retained by the Member. The CPS will notify the Member in writing as soon as is practicable if the CPS will or will not provide legal counsel for the subpoenaed Member.

9.04 Legal Expenses and Indemnification for Retired Members

The provisions of this Article 9.00 apply to retired Members who incur costs and expenses in respect to actions they undertook while engaged in the execution of their duties as Police Officers.

9.05 Discipline

A Member may be personally disciplined pursuant to the Police Service Regulation and/or the Police Act. Where a question arises whether such discipline is in accordance with the Police Service Regulation and/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 judgement or LERB decision is obtained which rules that the matter referred is not in accordance with the Police Service Regulation or Police Act, The City shall be liable for all legal costs, fees or expenses. In all other cases, the Member will be responsible for all their attendant costs.

9.06 Taxing Accounts

The City shall have the right to tax all accounts for which it is liable pursuant to the provisions of this Article 9.00.

9.07 Compensation for Damages

If a Member suffers property damage or loss and, if in the sole judgement of the Chief of Police such damage is as a result of the Member's employment as a Police Officer, they shall receive reasonable compensation for such damage or loss.

10.00 FLEXIBLE WORK OPTIONS

10.00 Flexible Work Options

The CPS and CPA commit to supporting flexible work options in the workplace, including non-standard schedules and telework.

10.01 Eligibility and Application

A Member who is confirmed in employment and is a Member of the SFPP, may make application for a non-standard schedule or telework. It is understood that first consideration shall be given to the Member's current assignment for a flexible work option application. If a Member's own assignment is unsuitable for a flexible work option, CPS may, in its sole discretion, give consideration to another work assignment.

All flexible work option applications shall be approved by Human Resources Services. If an application is denied, the Member may appeal to The Chief, or their designate, for reconsideration. This decision shall be final and binding. The CPA shall be notified of each application for a flexible work option and its outcome.

10.02 Review

For a six (6) month trial period following the implementation of any flexible work option arrangement, the Member and the CPS shall evaluate the operational impacts of the arrangement. If either party wishes to revert to standard terms and conditions, they shall give the other party thirty (30) days' written notice.

After the completion of the trial period, the arrangement shall be reviewed annually. However, if at any time the CPS determines that the flexible work option shall not be continued, the Member shall be given eight (8) weeks' written notice that they shall be returned to standard terms and conditions of employment. Conversely, if the Member wishes to return to standard terms and conditions of employment, the CPS shall, as soon as is practicable:

- a) increase the hours of a non-standard Position back to standard hours; or
- b) subject to availability, transfer the Member from a non-standard Position to the first available, standard hours Position which they are qualified to hold;
or
- c) return a Member who has been teleworking to their applicable CPS worksite.

10.03 Non-standard Schedule

A non-standard schedule is one in which a Member works either twenty (20) hours per week or thirty (30) hours per week, averaged over a single pay period.

A non-standard schedule may consist of fewer days in the week than is standard for the Member's Position, fewer hours in a day than is standard for the Member's Position or any combination of these two options. As a result of working a non-standard schedule, a Member's pay, allowances and hours are prorated as set out in this Section. The proration is calculated based on the standard two thousand eighty-eight (2088) annual hours.

(a) Service and Seniority

A Member continues to accrue both service and seniority when working a non-standard schedule.

(b) Vacation Entitlement

For the duration of the non-standard arrangement, the Member's annual vacation entitlement as addressed in Clause 7.01 shall be prorated based on hours worked and Clauses 7.06 and 7.07 shall apply.

(c) Statutory Holiday

If a statutory holiday falls on a regular day off of a Member who works a non-standard schedule averaging thirty (30) hours per week, the Member shall receive six (6) Time Credits.

If a statutory holiday falls on a regular day off of a Member who works a non-standard schedule averaging twenty (20) hours per week, the Member shall receive four (4) Time Credits.

A Member who is receiving full wage replacement benefits, from either the LTD benefits provider or the WCB shall not be entitled to any Time Credits if a Statutory Holiday falls on their regular day off. If a Statutory Holiday falls on the regular day off of a Member who is receiving partial LTD or WCB wage replacement benefits, they shall be entitled to six (6) Time Credits if their regular schedule averages thirty (30) hours per week or four (4) Time Credits if their average schedule is twenty (20) hours per week.

A Member who works a non-standard schedule and is required to work on a statutory holiday shall be entitled to receive, in addition to their regular salary, two (2) Time Credits for each hour worked.

With respect to a Member working Christmas Eve and New Year's Eve, the Member shall receive the premiums outlined in Clause 7.11.

(d) Overtime

A Member working a non-standard schedule shall be paid overtime when their

authorized hours worked exceed the daily or weekly standard hours for the Position (as defined in Clause 5.01 (a), in accordance with Clause 5.01 (b), and Letter of Understanding Re: Working Conditions).

Any Member who works such authorized overtime shall be entitled to two (2) Time Credits for each hour of overtime worked. Overtime shall be calculated on the basis of six (6) minutes equaling one-tenth (1/10) of an hour.

Where operationally feasible, the CPS shall endeavour to avoid requiring a Member who works a non-standard schedule from working overtime.

(e) Clothing and Dry Cleaning Allowances

A Member who works a non-standard schedule and is entitled to a Plain Clothes Allowance and Dry Cleaning Allowance as per 6.07 (a), 6.07 (b) and 6.07 (e) will receive a prorated amount of these allowances. A Member who works a non-standard schedule averaging thirty (30) hours per week shall receive no less than seventy-five percent (75%) of the entitlement provided to a Member working a standard schedule. A Member who works a non-standard schedule averaging twenty (20) hours per week shall receive no less than fifty percent (50%) of the entitlement provided to a Member working a standard schedule.

10.04 Telework

“Telework” means an arrangement where a Member works away from the CPS workspace. It takes place at a designated workspace (typically a home office) that meets The City’s guidelines for occupational health and safety.

During their scheduled telework hours, a Member is expected to be working as they would at their applicable CPS place of work.

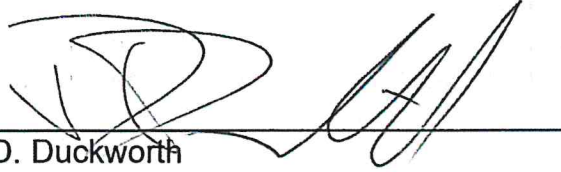
A Member's workspace must be set up to ensure that confidential documents are safely stored and are inaccessible by other individuals.

- (a) A Telework participant may work a standard or a non-standard schedule. Where a telework arrangement is layered with a non-standard schedule, these flexible work options shall be reviewed, and approved, as a single application.**
- (b) Shift differential shall continue to be paid for those Members whose regular schedule incurs this premium and who continue to work the same schedule from home.**

A Member who requests an alternate schedule which regularly incurs shift differential shall not be entitled to additional shift differential which arises from this requested change. In the event a Member requests a return to their regular schedule, and such request is denied by the CPS, the Member shall be eligible for the applicable shift differential.

- (c) Members in a telework arrangement shall not be entitled to the meal allowance as referenced in Clause 6.09.**

SIGNED ON BEHALF OF THE
CORPORATION OF THE
CITY OF CALGARY



D. Duckworth
CITY MANAGER

SIGNED ON BEHALF OF THE
CALGARY POLICE ASSOCIATION



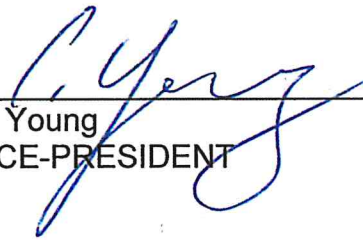
J. Orr
PRESIDENT



K. Martin
CITY CLERK

OCT 06 2023

Katarzyna Martin
City Clerk



C. Young
VICE-PRESIDENT

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|-----------------------------|----|
| APPROVED | |
| As to Content | LR |
| Human Resources | DM |
| | |
| As To Forfeiture Solicitors | AF |

SCHEDULE "A" – SALARY SCHEDULE

| POLICE ASSOCIATION SCHEDULE "A" | | | | | |
|---|-------|--------------|--------------|----------------|--------------|
| 2023 January 2, Salary Schedule - Monthly Rates (*rates other than monthly rates are for reference only) | | | | | |
| CLASSIFICATIONS WITH RANK | INDEX | MONTHLY RATE | HOURLY RATE* | BIWEEKLY RATE* | ANNUAL RATE* |
| Staff Sergeant II (4 th year) | 135 | 12,714.26 | 73.07 | 5,845.64 | 152,571.12 |
| Staff Sergeant I | 132 | 12,431.72 | 71.45 | 5,715.73 | 149,180.64 |
| Sergeant II (4 th year) | 122 | 11,489.92 | 66.03 | 5,282.72 | 137,879.04 |
| Sergeant I | 120 | 11,301.56 | 64.95 | 5,196.12 | 135,618.72 |
| Detective II (4 th year) | 122 | 11,489.92 | 66.03 | 5,282.72 | 137,879.04 |
| Detective I | 120 | 11,301.56 | 64.95 | 5,196.12 | 135,618.72 |
| Senior Constable - Level II | 109 | 10,265.59 | 59.00 | 4,719.81 | 123,187.08 |
| Senior Constable - Level I | 107 | 10,077.23 | 57.92 | 4,633.21 | 120,926.76 |
| Constable 1st Class - 5th year | 100 | 9,417.97 | 54.13 | 4,330.10 | 113,015.64 |
| Constable 2nd Class - 4th year | 93 | 8,758.71 | 50.34 | 4,026.99 | 105,104.52 |
| Constable 3rd Class - 3rd year | 85 | 8,005.27 | 46.01 | 3,680.58 | 96,063.24 |
| Constable 4th Class - 2nd year | 73 | 6,875.12 | 39.51 | 3,160.97 | 82,501.44 |
| Constable 5th Class - 1st year | 65 | 6,121.68 | 35.18 | 2,814.57 | 73,460.16 |

****Note:** Levelling for Staff Sergeant II, Sergeant II and Detective II will occur after completing 3 years at Level I.

Pay Note: Acting Inspectors are Members of the CPA who work temporarily in the Rank of Inspector and shall be compensated at the Step 1 Inspector rate of pay, outlined in the Calgary Police Senior Officers' Association Collective Agreement, Clause 8.01 Remuneration. For clarity, this is the rate of pay given to newly promoted Inspectors during their first year in the Rank.

Wage Increase Attachment:

This page is attached to the 2021-2023 Agreement to include the effective date of pay increases.

1. The rates shown in this collective agreement reflect an increase of **2.0%** effective **2021 January 04**, **3.0%** effective **2022 January 3**, **3.0%** effective **2023 January 2**.

SCHEDULE "B" – STANDARD CLOTHING SCHEDULE

| ITEM | ISSUE | DEPRECIATION SCHEDULE |
|--|--|-----------------------|
| All Weather Jackets | As required, but not more than one (1) every four (4) years – Uniform Personnel | 4 years |
| Rain Pants | As required, but not more than one (1) pair every three (3) years – Uniform Personnel | 3 years |
| Boots or Shoes | Two (2) pairs on enlistment and thereafter as required, but not more than one (1) pair every six (6) months however, Members with two (2) or more years of service may take one (1) pair of premium boots in lieu of two (2) pairs of boots or shoes. | 6 months |
| Burberries | As required – Staff Sergeants | 3 years |
| Forage Caps | As required but not more than one (1) every two (2) years | 2 years |
| Baseball caps | One (1) per year (plain – range cap) | 1 year |
| Winter Headgear | As required | 3 years |
| Gloves (winter and/or slash resistant) | One (1) pair each upon enlistment. As required, but not more than one (1) pair of gloves each year | 1 year |
| Shirts | Eight (8) upon enlistment and thereafter as required but no more than a total of three (3) per year | |
| Socks | Twelve (12) pairs each year | |
| Stetsons | As required | |
| Sweaters | Two (2) upon enlistment and thereafter as required but not more than one (1) per year | |
| T-Shirts (summer Dress requirement) | Four (4) t-shirts and four (4) mock neck t-shirts upon enlistment. As required, but not more than once per year, one (1) of the following options: Two (2) mock neck t-shirts; or Four (4) t-shirts; or One (1) mock neck t-shirt and two (2) t-shirts | |
| Ties | As required | |
| Tie Clips | As required | |
| Pants | Three (3) pairs on enlistment or when transferred from Plainclothes duty and thereafter as required but not more than two (2) pairs every year | 1 year |
| No. 1 dress standard pants | As required | |
| Tunics & Cloth Belts | As required | |

APPENDIX 1: SUPPLEMENTATION OF COMPENSATION

Preamble

In the event that a Member is totally disabled, or killed, in the course and scope of their employment with the CPS, as a direct result of their sworn duties as a Police Officer, which include:

- (a) the preservation of life or property; or
- (b) the pursuit or apprehension of an offender or suspected offender;
or
- (c) enforcement of the law or the maintenance of the peace; or
- (d) the detection of crime; or
- (e) while engaged in assigned police training or other courses of training approved or authorized by The Chief.

This Supplementation of Compensation (SOC) provision shall be applied as outlined in this Appendix provided that the Member's total disability or death was not due to their own gross disregard or neglect of their duty or was not self-inflicted (unless the cause of the Member's disability or death is accepted as a work-related psychological or psychiatric injury by the Workers' Compensation Board).

The purpose of SOC is to:

- a) provide a Member who has been totally disabled with their regular, biweekly base pay (including service pay) until such time as they become eligible to retire to an unreduced SFPP pension; or
- b) provide an eligible surviving spouse, child or children of a Member who has been killed with regular biweekly basic pay replacement (including service pay) until such time as the Member would have been eligible to retire to an unreduced pension);
- c) after the period referenced in b) ends, if there is an eligible spouse, provide them with a regular payment equal to the monthly SFPP pension they would have received had the Member died following their retirement as per Subsection 5.03 of this Appendix. Such payment shall continue for the life of the eligible spouse.

1.00 Calculation of SOC Payments

- 1.01 For the purpose of SOC, "regular basic pay" or "full pay" means the regular biweekly rate of pay and the regular hours worked biweekly. Service pay is also included. Non-standard payments such as premiums, allowances or**

overtime are not included in the calculation.

- 1.02 The SOC payment to a Member who is totally disabled shall be subject to the normal deductions which were in place at the time their total disability commenced, such as mandatory statutory deductions, contributions to the SFPP or any City Pension Plan, Canada Pension Plan, extended health care and dental premiums, Association dues and Association insurance premiums.
- 1.03 The SOC payment to a surviving spouse shall be subject to mandatory statutory deductions, deductions equivalent to SFPP or other City of Calgary pension plan deductions, extended health care and dental premiums, and any other deductions agreed upon by The City and the CPA. Mandatory statutory deductions will be based on the exemptions of the surviving spouse.
- 1.04 The SOC payment to a dependent child or children shall be subject to mandatory statutory deductions, extended health care and dental premiums, and any other deductions agreed upon by The City and the CPA. Mandatory statutory deductions will be based on the exemptions of the child or children.
- 1.05 If the Member occupied a Rank in which they would have automatically progressed to a higher rate of pay based only on time in the Rank, the **regular biweekly basic pay replacement** shall be recalculated when appropriate to reflect the higher rate of pay.
- 1.06 The SOC payment set out in Section 4.00 will be recalculated to reflect any economic salary changes negotiated between The City and the CPA, provided that the recalculation never results in a payment less than what the Member was receiving at the time of their total disability or death.

2.00 Offset of SOC

- 2.01 As a result of death or total disability, the Member or their survivors may be eligible for payments from third parties which may include, but are not limited to, the Workers' Compensation Board (WCB), Canada Pension Plan (CPP) or a Criminal Injuries Compensation award. These payments may take the form of a lump sum, annuity, pension or ongoing payments. It is incumbent on the Member, or the party who is to receive SOC payments, to apply for any such third-party payments for which they are eligible at the time of the death or total disability. The Member, or SOC recipient, will report any payments received to The City, and any payments except those which were personally contracted for by the Member, will be reported to The City and may be used to offset The City's obligations under this Article. The City shall not offset SOC against payments received through the City life

insurance, the Alberta Heroes Fund and Memorial Grant.

3.00 Alternate Settlement

- 3.01** Labour Relations and the CPA, representing the eligible spouse or child/children of a Member who has been killed in the line of duty, may agree to a lump sum payment of three times (3x) the Member's regular, annual salary in lieu of ongoing SOC payments as per 4.02, 4.03 and Section 5.00.

4.00 Death in the Line of Duty

- 4.01** If a Member is killed in the line of duty, SOC will be provided to their surviving spouse.

A spouse is a person who, at the time of the Member's death, was lawfully married to, or living as a common-law spouse with, the Member. A common-law spouse is a person with whom the Member was living in a marriage-like relationship for a continuous period of at least three years or a relationship of some permanence if there is a child of the relationship, whether born, unborn or adopted.

- 4.02** Regular, biweekly basic pay replacement will be effective as at the date of the Member's death and will be paid until:

- (a) the death of the surviving spouse; or
- (b) the date the youngest dependent child reaches an age where they are no longer a dependent; or
- (c) the date the Member would have retired to an unreduced SFPP pension.

- 4.03** If the Member had no spouse at the time of their death but is survived by a dependent child or children, each dependent child, up to a maximum of 4, will be entitled to a regular, biweekly basic pay replacement equal to 20% of the amount calculated as per 1.04. If there are more than 4 dependent children, the total sum of up to 80% shall be paid to the children in fixed equal shares.

The payment to each child shall continue as long as that child remains a dependent. A dependent child of the Member includes a child, whether born before or after the Member's death, a legally adopted child or any child to whom the Member stood *in loco parentis*. A child is recognized as a dependent if, at the time of the Member's death, they are:

- (a) 18 years of age or younger; or

(b) up to 21 years of age and a full-time student at an accredited school or university; or

(c) up to 21 years of age and, as a result of a disability, were being supported by the Member.

The sum payable by The City to a dependent child, or children, may be paid to the guardian of the child or children.

4.04 The City shall ensure that a surviving spouse and dependent children who were covered under The City's extended health care and dental plan at the time of the Member's death, continue to be covered for as long as they remain eligible in accordance with the terms of the plan.

4.05 As of the date the Member would have been eligible to retire to an unreduced pension (based on their initial date of participation in the SFPP as a Member of the CPS to the earlier of the date they would have reached 35 years of service or age 65), the regular, biweekly pay replacement to the surviving spouse ends. However, at that time, the surviving spouse will begin to receive the amount calculated in Section 5.00.

5.00 Replication of Pension

5.01 At the time the Member is killed in the line of duty, the surviving spouse or child/children may be entitled to a lump sum payment, or a regular pension, from the SFPP which is based on the years of service and final average salary the Member had with the SFPP at the time of their death. These entitlements are established in the plan text of the SFPP.

5.02 The payment referenced in Subsection 5.01 provides compensation for the Member's service between the date the Member began to participate in the SFPP as a Member of the CPS and the date of death. The City recognizes that, had the Member not been killed, they would have continued to contribute to the SFPP until they became eligible for an unreduced pension.

Therefore, The City will provide the eligible, surviving spouse with a regular payment which replicates the spousal pension they would have received had the Member lived to retirement and then died subsequent to their retirement.

Mandatory statutory deductions shall be taken from such payments.

5.03 The City and the CPA agree to engage an actuary to calculate the surviving spouse's payment (based on SFPP plan rules in effect at the date of retirement). The City and the CPA will agree on the actuary and The City will pay the associated costs.

The purpose of the actuarial calculation will be to determine:

(a) the SFPP pension to which the Member would have been entitled for the period from the date they began to participate in the SFPP as a Member of the CPS to date of retirement, using the highest average salary (as that term is defined in the SFPP plan text) based on salary to date of retirement and the SFPP pension formula in effect at date of retirement;

(b) the SFPP pension to which the Member would have been entitled for the period from when they began to participate in the SFPP as a Member of the CPS to date of death, using the highest average salary based on salary to date of death and the SFPP pension formula in effect at date of retirement.

The payment to the surviving spouse will be based on the value calculated in (a) minus the value calculated in (b).

The actuary will convert the SFPP pension from its "normal" form to the form offered to a surviving spouse on pre-retirement death, both as defined in the SFPP plan text.

6.00 Total Disability of a Member

6.01 In the event a Member is totally disabled, and their disability is recognized by the WCB to have resulted from their employment, they shall be eligible for SOC.

6.02 "Totally disabled" means suffering from a severe and prolonged mental or physical disability and for these purposes:

(a) a severe **total** disability is **one which renders the Member** incapable of regularly pursuing any substantially gainful occupation, and

(b) a **prolonged total** disability is **one which is** likely to be long, continued and of indefinite duration or is likely to result in death.

6.03 On a Member's behalf, the CPA shall provide Labour Relations, Human Resources, with medical information from the employee's treating physician(s) to establish a claim under the SOC plan on the basis of being totally disabled as a result of an occupational injury. If the claim is not accepted by Labour Relations, the decision regarding eligibility will be submitted to an independent medical practitioner who specializes in the field of medicine relating to the disability experienced by the Member for a final and binding decision. If the CPA and The City cannot agree on an independent medical practitioner, either party can refer the matter to arbitration as per Article 3.01(c) of the collective agreement.

6.04 The regular, biweekly basic pay replacement shall continue until such time as the Member dies or:

(a) the date the Member would have been eligible to retire on an unreduced SFPP pension; or

(b) the date on which the Member recovers and is capable of being self-employed or employed by The City, or another employer, at a salary equal to, or in excess of, their **regular, biweekly basic pay replacement**.

6.05 The regular, biweekly basic pay replacement will be adjusted in the event that a Member partially recovers, and The City finds alternate employment which the Member is capable of performing within The City. In such case, the salary paid by The City will be deducted from their regular, biweekly basic pay replacement.

6.06 A totally disabled Member may earn up to 20% of their annual, regular basic pay from work performed for an employer other than The City without a reduction in their regular, biweekly basic pay replacement. Any earnings in excess of 20% will be deducted from their biweekly basic pay replacement.

7.00 Administration

7.01 The interpretation and amendment of this Appendix is the responsibility of the Labour Relations Division, Human Resources.

7.02 The administration of this Appendix is the responsibility of the Pay and Client Services Division, Human Resources.

7.03 Documentation in a form and containing information as required by The City shall be provided annually on a date specified by Human Resources of The City by:

- **a surviving spouse; or**
- **the guardian of dependent children under the age of 18; or**
- **a dependent child 18 years old or older; or**
- **a disabled Member or their legal designate.**

LETTER OF UNDERSTANDING
BETWEEN
THE CITY OF CALGARY
AND
CALGARY POLICE ASSOCIATION

RE: RETENTION OF EXPERIENCED POLICE OFFICERS

Both parties recognize the important benefits of and value in maintaining an experienced, highly skilled work force. The CPS 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 CPS is prepared to provide an additional index pay of three percent (3%) above the base index pay for Members who are in the Classifications of 1st Class Constables – 5th year up to and including Staff Sergeants. The additional index pay will only be applicable to those Members of the CPA in the above-noted Classifications with Rank who have completed 25 years of City service and are currently working in their 26th year or more.

Failing an agreement to **renew this** LOU, those Members who **became** eligible during the life of this collective agreement to receive this additional index pay of three percent (3%) **shall** continue to receive this payment until the Member either retires, resigns or is terminated, but no other Members would become eligible following the expiration of the LOU.

Signed this 27 day of September, 2023

FOR THE CITY OF CALGARY

FOR THE CALGARY POLICE ASSOCIATION

Don Hamilton
Manager, Labour Relations

[Signature]
President

[Signature]
Vice-President

LETTER OF UNDERSTANDING
BETWEEN
THE CITY OF CALGARY
AND
CALGARY POLICE ASSOCIATION

RE: REGIMENTAL SERGEANT MAJOR

The parties agree that the Regimental Sergeant Major Position is solely appointed by the Chief of Police and is paid at Index 132.

This Letter of Understanding may be terminated by either party with eight (8) weeks' written notice. In this event, the current incumbent will return to their former Rank within the CPS.

Signed this 27 day of September, 2023

FOR THE CITY OF CALGARY

FOR THE CALGARY POLICE ASSOCIATION

Dm Hamilton.
Manager, Labour Relations

[Signature]
President

[Signature]
Vice-President

LETTER OF UNDERSTANDING
BETWEEN
THE CITY OF CALGARY
AND
CALGARY POLICE ASSOCIATION

RE: RECOVERY OF OVERPAYMENTS

The parties agree that a compensation overpayment is an overpayment to Members which can be quantified in a dollar value including but not limited to wages, benefits, and underpayment of premiums which arise as a result of administrative, process or system error. In addition, compensation overpayments may arise in various circumstances including but not limited to:

- underpayment of any deduction required to be taken from the Member's pay.

The CPS is entitled to recover overpayments from Members' earnings according to the following procedures:

1. When the CPS Finance Services Division discovers a compensation overpayment has been made, they will advise the Member of the overpayment.
2. If the overpayment is less than or equal to one day's pay, the impacted Member will be notified of the overpayment and the monies will be recovered in the next available pay period.
3. If the overpayment exceeds one day's pay, the Member will be advised in writing and will be provided with a detailed explanation of both the overpayment and the recommended recovery plan. The recommended recovery plan may include amortization of the repayment over multiple pay periods, forfeiture of accumulated time or annual leave hours, or some combination thereof, or such other arrangements as may be appropriate in the circumstances.
4. Within fourteen (14) calendar days from the date of the letter, the Member is required to either:
 - a. Provide written authorization to proceed with the recovery of the overpayment, or
 - b. Provide notification of their intent to dispute the validity of the overpayment with supporting documentation that the overpayment claim is incorrect.

5. Recovery of overpayment that exceeds one day's pay may be initiated under the following conditions:
 - a. Immediately upon receiving written consent from the Member; or
 - b. If the Member fails to respond within fourteen (14) calendar days; or
 - c. If the Member resigns, retires or is terminated, from their final pay cheque or other funds due on termination.
6. If the Member disputes the validity or the amount of the overpayment, the parties will, within twenty-one (21) calendar days meet and attempt to resolve the issue. If it remains unresolved, the following will be set out in writing and forwarded to a single arbitrator for summary adjudication:
 - a. The Finance Services Division will provide the facts said to give rise to the overpayment; and
 - b. The Member will provide documentation supporting their Position.

Signed this 27 day of September, 2023.

FOR THE CITY OF CALGARY

FOR THE CALGARY POLICE ASSOCIATION

Don Hamilton

Manager, Labour Relations

[Signature]
President

[Signature]
Vice-President

LETTER OF UNDERSTANDING
BETWEEN
THE CITY OF CALGARY
AND
CALGARY POLICE ASSOCIATION

RE: WORKING CONDITIONS

The parties agree to substitute Clause 5.01 (a) outlined herein for the respective Clause in the Collective Agreement for the duration of the contract.

5.01 (a) the regular workweek shall average forty (40) hours per week and shall consist of one of the following schedules:

- (1) four (4) Reliefs of ten (10) hours each; or
- (2) as is common and past practice at the sole discretion of the Chief of Police, five (5) Reliefs of eight (8) hours each for training courses, major and/or special events, Stampede Week, etc.; or
- (3) a combination of Reliefs averaging 40 hours a week (excluding any regular schedule of five (5) consecutive Reliefs of eight (8) hours each) over a ten (10) week period.

This Letter of Understanding may be terminated by either party with eight (8) weeks' written notice. In this event, the parties shall revert to the terms outlined in the Collective Agreement.

Signed this 27 day of September, 2023.

FOR THE CITY OF CALGARY



Manager, Labour Relations

FOR THE CALGARY POLICE ASSOCIATION


President


Vice-President

LETTER OF UNDERSTANDING
BETWEEN
THE CITY OF CALGARY
AND
CALGARY POLICE ASSOCIATION

RE: EXTERNAL CARRIERS

Notwithstanding Clause 6.07 (f) and Schedule "B" – Standard Clothing Schedule, the parties agree to the following arrangements for Members who wish to order External Soft Body Armour Carriers (hereafter referred to as External Carriers).

A Member who has two (2) or more years' service and has completed recruit training may order External Carriers subject to the following conditions:

1. Upon ordering two (2) External Carriers, a Member forfeits either footwear allotment: one (1) pair of premium boots or two (2) pairs of boots or shoes for a period of one (1) year;
2. Following their initial order of two (2) External Carriers, a Member must wait two (2) years before ordering an additional External Carrier;
3. A Member who orders one (1) External carrier per year is not eligible to order premium boots in that year and forfeits one (1) pair of boots or shoes for that year.

It is also agreed that a Member who resigns or retires will return any External carriers in their possession to the CPS.

This letter of understanding may be terminated by either party with eight (8) weeks' written notice. In this event, the parties shall revert to the terms outlined in the Collective Agreement.

Signed this 27 day of September, 2023

FOR THE CITY OF CALGARY

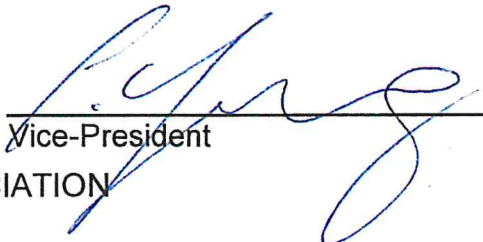
FOR THE CALGARY POLICE ASSOCIATION



Manager, Labour Relations



President



Vice-President

