

COLLECTIVE AGREEMENT
BETWEEN
THE CITY OF MEDICINE HAT
AND
THE MEDICINE HAT POLICE ASSOCIATION

JANUARY 1, 2009 TO DECEMBER 31, 2010

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COLLECTIVE AGREEMENT

BETWEEN

THE CITY OF MEDICINE HAT
(hereinafter called "the City")

AND

THE MEDICINE HAT POLICE ASSOCIATION
(hereinafter called the "Association")

WHEREAS the parties desire to enter into an agreement to outline, as far as practical, the wages and working conditions of the members of the Association, with a view to furthering and maintaining a harmonious relationship between the City, the Police Commission and the members of the Association.

1. SCOPE

- 1.1. This Agreement shall cover all sworn members of the Police Service appointed by the Chief of Police under the terms of the Police Act of Alberta who hold a rank or classification junior to that of Inspector.

2. DURATION

- 2.1. This Collective Agreement shall remain in full force and effect from January 1, 2009 to December 31, 2010 and may be reviewed from year to year thereafter by mutual agreement between the Association and the City, unless either party to this Agreement is given notice in writing by the other party of any changes desired not less than thirty (30) days nor more than one hundred and twenty (120) days prior to the expiry date of this Collective Agreement or the expiry date of any subsequent year.
- 2.2. All members shall receive wages and benefits as outlined in this Agreement between the City and the Association following the expiry date of the said agreement and until a new agreement is signed by the parties hereto.

3. POLICIES AND PROCEDURES

- 3.1. This Agreement is to be used in conjunction with the policies and procedures of the Police Service. The Commission agrees to notify the Association of any proposed changes to the policies and procedures.
- 3.2. When there is any conflict between the policies and procedures or the standing orders of the Police Service and any provisions of this Agreement, the provisions of this Agreement shall prevail.
- 3.3. The Policy and Procedures Committee shall include a member of the Association, appointed by the Association Board of Directors, to ensure that the policies and procedures developed by the Police Service are not in conflict with the Collective Agreement.

4. RECOGNITION

- 4.1. The City recognizes the Association as the sole bargaining agent of all members within the scope of this Agreement.
- 4.2. Matters on which this Agreement is silent shall be determined by law, Police Service Policy and Procedures, City Policy, the Police Commission or the Chief of Police as befits the case.

5. CONTRACTING OUT

- 5.1. It is agreed that for the life of this Agreement the present Police Service under the Medicine Hat Police Association shall be maintained as the law enforcement agency within the jurisdiction of the City of Medicine Hat and that the work of the Police Service shall not be "contracted out" to another Police Service. This shall not, however, prevent the Medicine Hat Police Commission from requesting and accepting, assistance from another Police Service when the normal complement of Police Officers requires reinforcement.
- 5.2. The Police Service reserves the right to enter into integrated partnerships with other recognized police agencies.

6. MEMBERS ON ASSOCIATION BUSINESS

- 6.1. Any member who is away on Association business shall be eligible for all insurance, disability and death benefits applicable to any member covered by this Agreement. To be eligible for the foregoing, the Chief of Police shall be advised of the dates and destination, prior to any travel outside the City limits.
- 6.2. Any member of the Association who is appointed as a delegate to any convention, seminar, or any other activity held in connection with any affairs of the Association shall, upon reasonable notice and subject to the needs of the Police Service, be granted leave to attend such activities.
- 6.3. When a member of the Association is required to attend a meeting, a hearing, an inquiry or a request for information with the Police Commission, the Chief of Police, or the City Board of Commissioners, the member shall be allowed time off work with pay and benefits if such meeting is held when a member is on duty.

7. ASSOCIATION DUES

- 7.1. All members of the Association shall pay whatever dues and assessments that are levied from time to time by the Association. Notice of such dues and assessments shall be delivered to the Human Resources Department of the City whereupon the City shall deduct same from the appropriate payroll cheques due each member of the Association and shall thereupon remit such deductions to the Association on a bi-weekly basis.

8. INTERPRETATION

- 8.1. In this Collective Agreement, unless the context otherwise requires, the expression:
 - 8.1.1. "Accident" means an accident that arises out of and occurs in the course of employment as a Police Officer for the City and includes: 1) a wilful and intentional act, not being the act of the worker who suffers the accident; 2) a chance event occasioned by a physical or natural cause; 3) disablement; and 4) a disabling or potentially disabling condition caused by an occupational disease.
 - 8.1.2. "Association" means the Medicine Hat Police Association
 - 8.1.3. "Call-out" means a member being called to work other than his regularly established shift except in cases where a member has agreed to change shifts with another member with the sanction of the members supervisor(s), or where the member's shift has been changed with prior notice providing the work is not added to his regular shift.
 - 8.1.4. "City" means the City of Medicine Hat.
 - 8.1.5. "Chief of Police" shall mean the person appointed by the Medicine Hat Police Commission with the duties as outlined in the Police Act. The Chief of Police may delegate duties as required.

- 8.1.6. "Commission" means the Medicine Hat Police Commission as constituted by the Police Act.
- 8.1.7. "Continuous Employment" means the continuous period during which a member is employed and shall include time that a member may be off duty through illness, injury, maternity or parental leave.
- 8.1.8. "Court" shall mean any Federal, Provincial, Municipal or Civic tribunal acting in a judicial or quasi-judicial capacity and shall include Police Service or Commission inquiries or hearings.
- 8.1.9. "Court Time" shall mean any required attendance at any Court, inquiry or hearing, as a witness, whether called upon to give evidence or not with the exception of a member who files a grievance, and any witness called by the Association in any grievance procedure.
- 8.1.10. "Days" shall mean calendar days.
- 8.1.11. "Dependent Children" shall mean unmarried children of the Member or his Widow or children living in the Member's household for whom the Member was in loco parentis, who, at the time the Member died, were dependent upon the Member for support and who are: 1) less than 18 years of age; or 2) 18 years of age or over and not more than 25 years of age and are in full-time attendance at an accredited school, college, institute, or university; or 3) 18 years of age or over and medical proof is provided, demonstrating that the child is incapable of self-sustaining employment due to a continuing mental or physical infirmity.
- 8.1.12. "Disability" shall mean the condition of being disabled.
- 8.1.13. "Full Pay" shall mean the rate of wages or salary established by this Agreement for the rank in which the Member was permanently confirmed or serving the required probationary period at the time of his death or disability and shall be subject to adjustment by the amount of the general increase negotiated in subsequent collective agreements for such rank.
- 8.1.14. "Member" means any member of the Police Service employed in any of the positions classified in this Agreement.
- 8.1.15. "Member's Family" shall mean current spouse or common law spouse as recorded by the City, son, daughter, step-children, ward, brother, sister, parents, parents of spouse, grandparents, spouse's grandparents, grandchildren, son-in-law, daughter-in-law, niece, nephew, or a person who is a member of the member's household.
- 8.1.16. "Office of the Chief" shall mean the Chief of Police and all other sworn police officers who are not members of the Police Association.
- 8.1.17. "Overtime" means all authorized work performed in excess of a member's normal hours of work. Overtime pay shall in all cases be in addition to regular pay.
- 8.1.18. "Police Service" shall mean the Medicine Hat Police Service.
- 8.1.19. "Seniority" shall mean the period of continuous employment commencing from the date the member was last engaged with the Police Service.
- 8.1.20. "Special Duties" shall mean any planned function, activity or public gathering where additional police services are required at the discretion of the Chief of Police.

8.1.21. "Vacation Leave" for the purpose of court attendance shall include all days off, whether earned vacation leave, scheduled days off, General Holidays, or lieu time days off.

8.1.22. "Widow" shall include a common-law spouse as defined under the Worker's Compensation Act.

8.1.23. Whenever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context of the party or parties hereto so require.

9. DISCRIMINATION

9.1. There shall be no discrimination against any member of the Association because of his participation in Association activities.

10. ADVANCEMENT IN CLASSIFICATION

10.1. New members of the Police Service shall serve eighteen (18) months probation (as per the Police Act RSA and Regulations).

10.2. Advancement in classification up to the rank of First (1st) Class Constable shall take place annually on the anniversary of the member's date of hire.

10.3. At the sole discretion of the Chief of Police, a person with recognized previous police experience (including previous experience with the Medicine Hat Police Service) may:

10.3.1. be hired at a classification consistent with his experience, not higher than the classification of First (1st) Class Constable; or,

10.3.2. after serving six months and having demonstrated acceptable performance, apply to the Chief of Police to be advanced to a classification consistent with his previous experience, not higher than the classification of First (1st) Class Constable.

10.3.3. Member's whose previous experience is recognized by the Police Service under Article 10.3.1 or 10.3.2 shall have all other entitlements provided for under this agreement commence in the same manner as they do for an inexperienced new member.

10.4. A member who has served eight (8) years of continuous employment with the Police Service shall be advanced to the Senior Constable I classification.

10.5. A member who has served twelve (12) years of continuous employment with the Police Service shall be advanced to the Senior Constable II classification.

11. PROMOTION

11.1. Any promotional vacancy shall be posted and filled subject to the provisions of this Article.

11.2. Vacancies shall be posted and filled within ninety (90) days unless otherwise agreed between the parties to the collective agreement.

11.3. To be eligible for promotion, a member must:

11.3.1. Have served at least five (5) years of continuous employment as a sworn member of the Police Service; and

- 11.3.2. Have served at least one (1) year as a (1st) First Class Constable; and
- 11.3.3. Pass a promotional examination containing material relative to the position of promotion not to exceed three (3) hours in length and shall be marked as a pass or fail. Once a member has passed a promotional examination, such exam shall be valid for a period of five (5) years. At the discretion of the Chief of Police, there shall be separate examinations for each rank.
- 11.4. A promotional board shall be convened for all promotional vacancies and shall consist of five (5) people, at least two (2) of which shall be members of the Association.
- 11.5. When evaluating each application to a promotional vacancy, the promotional board shall consider the member's competency in the areas of work ethic, consistent performance, commitment to lifelong learning, merit, fitness, seniority and experience.
- 11.6. The promotional board shall make a recommendation to the Office of the Chief regarding the member selected to fill the promotional vacancy.
- 11.7. Any member who applies for a promotion and is not recommended by the promotional board shall be informed why he was unsuccessful.
- 11.8. Should a member selected for promotion choose not to accept the promotion for any reason, his decision shall not prevent or jeopardize future promotional opportunities.

12. LAYOFF AND RECALL

- 12.1. In case of the reduction of the establishment or layoff affecting members of the Association, the member with the least seniority shall be the first to be laid off.

13. SENIOR WORK

- 13.1. Any member acting in a senior rank must be qualified for promotion to that rank in accordance with Article 11.3.
- 13.2. All senior rank vacancies within the Patrol Section shall be immediately filled by the next lower senior rank. No member shall advance more than one rank to fill a senior rank vacancy. If a Staff Sergeant vacancy occurs and a Sergeant is available, that Sergeant shall relieve the Staff Sergeant position. The appointed Constable shall relieve the Sergeant's position.
- 13.3. If a vacancy occurs in a supervisory Staff Sergeant or Sergeant's position for more than three (3) working days in any section other than Patrol, it shall be filled.
- 13.4. Members acting in a senior established rank on a trial basis or for relief purposes shall be appointed to the appropriate temporary acting rank while they are so employed, provided that a member may not hold a temporary acting position continuously at the same rank for a period in excess of six (6) months.
- 13.5. The Criminal Intelligence Unit shall be staffed by a Sergeant assigned full time to this position.
- 13.6. Members may be assigned on an as required basis to any plain-clothes assignment.

14. HOURS OF WORK

- 14.1. A member's work week shall consist of forty (40) hours averaged over the member's appropriate shift schedule.
- 14.2. There shall be a minimum of ten (10) hours between scheduled shifts, otherwise overtime rates shall apply.
- 14.3. A member shall receive forty-eight (48) hours notice of any change of shift schedule, otherwise overtime and call out rates shall apply.
- 14.4. All hours worked outside the scheduled daily hours shall be overtime or call-out and such hours shall be paid at the appropriate rate of pay.
- 14.5. Work schedules for each N.C.O. shall be mutually agreed upon between the N.C.O. and the office of the Chief.
- 14.6. All members assigned to the Patrol Section shall work the shift schedule outlined in Appendix II. Day shift shall commence at 0700 hours and conclude at 1900 hours of the same day. Night shift shall commence at 1900 hours and conclude at 0700 hours of the next day.
- 14.7. All members assigned to the Traffic Section, the Major Crimes Section, the Forensic Identification Section or the Organized Crime Section shall work a minimum of ten (10) hours per shift. The shift schedule for each section shall be determined by the N.C.O. in charge.
- 14.8. All members assigned to the Community Resource Section or the Professional Standards & Development Section shall work a minimum of eight (8) hours per shift, unless mutually agreed between the Association and the Office of the Chief. The shift schedule for each section shall be determined by the N.C.O. in charge.
- 14.9. If the operational needs of the Police Service require a change to the minimum number of hours worked per shift, those changes shall be negotiated between the Association and the Office of the Chief.

15. SPECIAL DUTIES

- 15.1. Any member, when off duty, and only with the approval of the Chief of Police, may perform such special duties as a Police Officer at any social, sports, community, or private activity or event, or any other type of special duty not normally provided by the Police Service. Payment for such special duties shall be paid directly to the City, who in turn shall pay the said amount to the member who performs the service, through regular payroll channels. Any member working on a general or declared holiday shall be paid at that day's straight-time rate of pay for any overtime or call-out hours rather than double time (2X).

16. OVERTIME

- 16.1. All hours worked by a member of the Police Service in excess of the members regular shift schedule or forty (40) hours per week shall be paid at the rate of double time (2x) the regular hourly rate. Overtime rates shall not apply for any period worked of fifteen (15) minutes or less either prior to or following a regular shift. Where overtime exceeds the fifteen (15) minute cushion, a member shall be credited with a full half hour. Further overtime shall be calculated on the same basis (i.e. 1/2 hour modules).
 - 16.1.1. A member shall receive his regular rate of pay at straight time for supervisory meetings that are scheduled at least thirty (30) days in advance. If a supervisory meeting is scheduled with less than thirty (30) days notice, the member shall receive overtime rates of pay.
 - 16.1.2. A member shall receive his regular rate of pay at straight time for training and professional development.

- 16.2. If a member is called to work while off-duty, he shall be paid a minimum of two and one-half (2.5) hours pay at the rate of double time (2X).
- 16.3. All overtime shall be calculated bi-weekly and overtime hours taken in pay shall be shown on the member's pay cheque.
- 16.4. When a member is on vacation leave and is called out to work, he shall be paid at that day's applicable rate of overtime pay and be granted another day of annual leave in lieu.
- 16.5. Where a member is scheduled in a planned overtime situation, and such overtime is cancelled, notice of cancellation shall be given a minimum of twelve (12) hours in advance. If notice of cancellation is not given within a minimum of twelve (12) hours, the member shall be paid a minimum of two and one half (2 ½) hours pay at the rate of double time (2X). This clause shall not apply to emergency or non-scheduled overtime.

17. COURT ATTENDANCE

- 17.1. When a member is required to and does attend Court to carry out his duties as a Police Officer during hours other than those of his regularly scheduled shift, he shall be paid not less than eight (8) hours pay at his regular hourly rate for one (1) Court attendance (forenoon or afternoon). If a member attends Court in both the forenoon and the afternoon of the same day, he shall be paid fourteen (14) hours pay at his regular hourly rate.
 - 17.1.1. When a member is scheduled to attend Court to carry out his duties as a Police Officer during hours other than his regularly scheduled shift, and subsequently such Court appearance is cancelled, the member shall be given at least twenty-four (24) hours notice of such cancellation by City e-mail if the member is not working the day before the court appearance or the member shall receive pay as specified in 17.1 above
 - 17.1.2. When a member is scheduled to attend Court to carry out his duties as a Police Officer during hours other than his regularly scheduled shift and subsequently such Court appearance is cancelled, the member shall be given at least twelve (12) hours notice of such cancellation by City e-mail if the member is working the day before the court appearance or the member shall receive pay as specified in 17.1 above.
- 17.2. When a member is required to and does attend Court in the afternoon to carry out his duties as a Police Officer on a day he is scheduled to commence his regularly scheduled shift between 1300 and 1600, he shall adjust his shift to accommodate the Court appearance.
 - 17.2.1. A member who is required to attend Court in the forenoon and is subsequently required to re-attend in the afternoon shall be paid fourteen (14) hour pay at his regular hourly rate for the two Court appearances; OR should the member so choose, and the operational needs of the Police Service allow, the member may adjust his shift to accommodate the Court appearance.
- 17.3. For the purposes of Articles 17.1 and 17.2, "the forenoon" expires at 1230 hours.
- 17.4. When a member is scheduled to attend Court to carry out his duties as a Police Officer for more than two consecutive working days, the Police Service may, with forty-eight (48) hours notice, change the member's shift schedule to accommodate the Court appearance.
- 17.5. Any member who has been approved for vacation leave and has received a notice to attend Court shall, forthwith, bring such approved leave to the attention of the Court Detail.

- 17.6. A member required to attend Court during his vacation leave shall be granted an extra day's leave (eight (8), ten (10), or twelve (12) hours as per the member's shift) in lieu of each day of Court attendance, AND shall be granted one (1) day for each day required to travel.
- 17.7. All necessary travel expenses, including food and lodging actually incurred by a member of the Police Service in returning from vacation to undertake any Court attendance required of him during vacation leave shall be paid by the City. Where possible and at the option of the member required for Court attendance, the member shall be transported to Court and returned by air. If travel time is in excess of twelve (12) hours, actual time shall apply.
- 17.8. With six (6) month retirement notice from members, the Police Service shall, in consultation with the member and the Crown Prosecutor, determine an appropriate hour for hour compensation for court appearances after retirement. The compensation shall be provided prior to retirement.

18. OVERTIME AND COURT TIME HOURS - ACCUMULATION

- 18.1. Red Hours: Are those total hours in a members regular schedule that are over and above forty hours per week averaged over the course of the complete shift schedule
 - 18.1.1. Red Hours shall be banked at straight-time and taken as time-in-lieu.
 - 18.1.2. Red Hours shall be scheduled by the appropriate Supervisor in order of seniority. Time off shall be scheduled and published by February 28th each year for time to be taken during the remainder of that calendar year.
 - 18.1.3. The scheduling of Red Hours is not to take priority over the scheduling of regular vacation leave.
 - 18.1.4. Once published, Red Hours scheduled shall be considered as a regular day off for the purposes of applying the collective agreement.
- 18.2. Green Hours: Are those additional hours worked that are not part of an employee's regular shift schedule (i.e. Special Duties, Court Time, Overtime, Training, committee meetings, professional development and other team meetings).
 - 18.2.1. Green Hours may be either banked to be taken as time-in-lieu with mutual agreement or can be paid out.
 - 18.2.2. Green Hours shall only accumulate to a maximum dollar amount equivalent to 112 hours at the member's regular rate of pay. Any hours worked in excess of 112 hours shall be subject to a payout at the member's regular rate of pay.
- 18.3. Red & Green Hours banked shall be at the applicable dollar value for the classification in which the additional hours have been worked. When a member receives pay as a regular day off or requests a payout as part of the member's pay cheque, the amount is to be paid out at the member's regular rate of pay.

19. SALARY SCHEDULE

- 19.1. Wages to be paid members of the Police Service shall be those wages for the respective classifications as set out in APPENDIX I.

20. SHIFT DIFFERENTIAL

20.1. A shift differential of one dollar (\$1.00) per hour shall be paid to each member who works a regularly scheduled shift, at least one-half (1/2) of which falls between the hours of 1900 and 0700.

21. STAND-BY PAY

21.1. Should a member of the Police Service be required to remain on stand-by, he shall be paid on the basis of Twenty-five Dollars (\$25.00) per day while so doing.

22. MEAL ALLOWANCE

22.1. The City shall ensure that all members who are required to work overtime of three (3) hours or greater that immediately precedes or follows their regular shift shall receive a meal allowance of Ten Dollars (\$10.00). This does not apply to members who have received meals supplied by the Police Service or provided for under the City's Personal Expense Policy.

23. CANINE ALLOWANCE

23.1. Active Canine Members shall receive an allowance of Fifty-five Dollars (\$55.00) per month while in the Canine Section.

24. EXPENSES OUTSIDE CITY LIMITS

24.1. If an member is required to attend outside the City limits on any police business, he shall be allowed reasonable expenses incurred by him while engaged in such activity in accordance with the prevailing City policy with respect to travel expenses for other City departments with the exception of per diem expenses which shall be Five Dollars and Thirty-five Cents (\$5.35) per day. Receipts for expenses in excess of those provided for in the City policy may be submitted for consideration of payment.

24.2. Any reimbursement made to a member in addition to expenses allowed by the City shall be returned to the City upon receipt of same.

24.3. When a member is on course of four (4) weeks or greater in duration, the member is to receive one fully paid trip home; or his legal spouse one round trip to attend the course location. (Spouse receives transportation costs only.)

25. CLOTHING AND EQUIPMENT

25.1. The Police Service shall establish a Clothing and Equipment Committee whose purpose shall be as follows:

25.1.1. Recommend clothing standards to the Chief of Police based on the following criteria, listed in priority:
1) Safety; 2) Comfort; 3) Quality; 4) Appearance.

25.1.2. Settle disputes in relation to clothing and equipment issue replacement and/or repair.

25.2. The Clothing and Equipment Committee shall consist of one member of administration, one member of the Association Board of Directors appointed by the Association Board of Directors, and two members of the Association at large.

25.3. The Clothing and Equipment Committee shall establish a clothing and equipment scale of issue.

- 25.4. All clothing and equipment issued to members remains the property of the Police Service and members are responsible for its maintenance and upkeep. Members may be required to make issued equipment available for inspection.
- 25.5. Upon engagement, members shall receive the minimum scale of issue developed by the Clothing Committee.
- 25.6. Clothing and equipment shall be replaced as required.
- 25.7. The Police Service is responsible for all costs relating to any approved alteration or tailoring required to clothing or equipment.
- 25.8. Upon retirement or employment exit, members shall return all issued clothing and equipment to the Police Service.
- 25.9. Maintenance Allowance:
 - 25.9.1. Uniformed members shall receive a fifty dollars (\$50) annual maintenance allowance for cleaning of tunic and mess kit and other incidental needs not covered by this agreement.
 - 25.9.2. Members of the Criminal Investigation Section shall receive a clothing maintenance allowance of two hundred and fifty dollars (\$250) per year.
- 25.10. Plain Clothes Allowance:
 - 25.10.1. Members of the Criminal Investigation Section, which includes Criminal Intelligence and the Special Operations Unit, shall be paid the sum of eleven hundred dollars (\$1,100) in lieu of clothing. The sum shall be paid in two equal instalments in January and July of each year.
 - 25.10.2. Any uniform member required to work plain clothes shall be paid at a rate of five dollars (\$5) per day in lieu of plain clothes allowance, provided the member is employed in plain clothes for a period less than six months.
 - 25.10.3. Should a member request to be removed from the Criminal Investigation Section the member may be requested to reimburse the Police Service for the pro-rated portion of the plain-clothes allowance received within the previous six-month period. If a member is reassigned by the Police Service or promoted from CIS, no reimbursement of the Plain Clothes Allowance is required.

26. LEAVE OF ABSENCE

- 26.1. An unpaid leave of absence may be granted to a member at the sole discretion of the Chief of Police.
- 26.2. Members shall apply for leave, in writing, and include the anticipated start and end dates of the requested leave.
- 26.3. During the period of approved leave, sick leave and vacation accumulations shall be suspended.
- 26.4. During the period of approved leave, the member shall retain his seniority, but shall not accumulate seniority.
- 26.5. During the period of approved leave, the member shall be required to pay the full premium (both the City and employee share) for those health and insurance benefits the member chooses to participate in. This payment shall be made in advance or by post-dated cheques prior to the date of the expected commencement of the leave of absence.

- 26.6. Applications to return from approved leave other than on the date approved shall be made, in writing, to the Chief of Police at least thirty (30) days in advance of the requested date of return.
- 26.7. At the discretion of the Chief of Police, a member may be seconded to outside agencies. The member shall be bound by the terms and conditions of the secondment contract.
- 26.8. Maternity/Parental/Adoptive Leave
- 26.8.1. Employees must have fifty-two (52) weeks of continuous employment with the City in order to be eligible for maternity, parental, or adoptive leave.
- 26.8.2. Application for maternity and parental leave shall be submitted in writing to the employee's department head not less than four (4) months prior to the estimated date of delivery.
- 26.8.3. Upon return to employment, the employee shall be reinstated to the classification occupied at the time that leave commenced. Providing the employee returns to work she/he shall be credited with full seniority, vacation and sick leave accumulations for the period of leave.
- 26.8.4. During the period of voluntary maternity leave, parental leave, or adoption leave, the employee shall be required to pay the full premium (both the City and employee share) for those health and insurance benefits the employee chooses to participate in. This payment shall be made in advance or by post-dated cheques prior to the date of expected commencement of voluntary maternity leave.
- 26.8.4.1. Employees may participate in all, any combination, or none of the health and insurance benefit plans.
- 26.8.4.2. Upon return to employment the employee shall be fully enrolled in the previously held health and insurance benefit plans and there shall be no required waiting periods or medical examination except for optional life insurance.
- 26.8.5. Maternity Leave
- 26.8.5.1. "Maternity leave" shall be defined as the total period of time the employee is absent and is comprised of health-related and voluntary periods combined.
- 26.8.5.2. "Date of delivery" shall mean the date when the pregnancy of an employee terminates with the birth of a child or the pregnancy otherwise terminates.
- 26.8.5.3. The "health-related" portion shall be the period during which the employee is absent due to medical reasons which, if necessary, shall be supported by proper medical certificates.
- 26.8.5.4. The "voluntary" portion shall be the period which the employee chooses at her own discretion.
- 26.8.5.5. Maternity leave shall normally commence between five (5) and sixty (60) days prior to the estimated date of delivery or earlier, if in the opinion of the employee's physician, and earlier commencement is necessary.
- 26.8.5.6. Maternity leave shall not normally exceed fifteen (15) weeks following the date of delivery unless extended on the advice of the employee's physician. It is understood that voluntary leave is without payment of wages.

26.8.5.7. Health-related maternity leave shall be subject to the conditions of normal sick leave provisions and shall include periods prior to and following the date of delivery.

26.8.5.8. During the health-related portion of maternity leave, an employee in receipt of payments from Employment Insurance maternity leave shall, upon application supported by proper medical documentation, be paid by the City the difference between their regular wages and Employment Insurance payments so that the two combined would equal ninety-five percent (95%) of full pay. The employee shall be entitled to wage top-up equal to the amount of sick days in her sick leave bank at the time of commencement of maternity leave. This entitlement shall not reduce the amount of sick days in the employee's bank and said days shall be available to the employee upon return to employment.

26.8.6. Parental Leave/Adoption Leave

26.8.6.1. Birth mothers, fathers and/or adoptive parents are eligible for up to thirty-seven (37) weeks of unpaid leave.

26.8.6.2. Such leave may be taken by one (1) parent or shared between two (2) parents if both employed by the City.

26.8.6.3. For fathers and/or adoptive parents, parental/adoption leave can begin at any time after the birth or adoption of the child, but it must be completed within fifty-two (52) weeks of the date the baby is born, or an adopted child is placed with the parent(s).

26.8.6.4. A birth mother who takes maternity leave and parental leave must take the leaves consecutively.

27. VACATION LEAVE

27.1. All members shall receive vacation leave with pay as follows:

27.1.1. From commencement of continuous employment to their sixth (6th) anniversary date, the employee shall accumulate vacation at the rate of three (3) weeks per year or 0.058 hours of entitlement for each regular hour paid.

27.1.2. From their sixth (6th) to their thirteenth (13th) anniversary date, the employee shall accumulate vacation at the rate of four (4) weeks per year or 0.077 hours of entitlement for each regular hour paid.

27.1.3. From their thirteenth (13th) to their twenty-second (22nd) anniversary date, the employee shall accumulate vacation at the rate of five (5) weeks per year or 0.096 hours of entitlement for each regular hour paid.

27.1.4. From their twenty-second (22nd) anniversary date onward, the employee shall accumulate vacation at the rate of six (6) weeks per year or 0.115 hours of entitlement for each regular hour paid.

27.2. Any member becoming ill while on vacation leave may upon producing a doctor's certificate of such illness receive additional leave for each working day of illness, and such hours shall be deducted from the member's sick leave bank.

27.3. A member may carry one year's vacation leave entitlement from one year to the next.

27.4. Vacation leave selection shall be by seniority.

28. SICK LEAVE

- 28.1. Each member of the Police Service shall be entitled to an allowance for sickness to the extent of twelve (12) hours per month. The unused portion shall be accumulated to a maximum of sixteen hundred hours (1600).

29. COMPASSIONATE LEAVE

- 29.1. Compassionate leave with pay may be granted at the discretion of the Chief of Police in the case of compassionate leave necessitated by serious illness or death in a member's family.

30. GENERAL HOLIDAYS

- 30.1. "General Holiday" means any of the following days, namely: New Year's Day, Family Day (as long as the Government of Alberta proclaims the same as a General Holiday), Good Friday, Easter Monday, Victoria Day, Canada Day, August Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day. All "general" holidays proclaimed by the City, and/or the Government of Alberta and/or the Government of Canada, shall also be observed except where such "general" holidays are declared in lieu of the above named General Holidays.
- 30.2. In the event a general holiday is declared in lieu of any of the above name General Holidays, General Holiday Pay shall be paid for the "named holiday" and not the "lieu day".
- 30.3. When a General or declared holiday falls on a member's regular work day and he works, he shall be paid for the actual time worked at the rate of double time (2X) his regular rate of pay per hour or may be entitled to receive a lieu day off with pay on a day that is mutually agreeable between the employee and the Police Service in addition to the member's regular pay for the holiday.
- 30.4. When a General or declared holiday falls on a member's regular day off, and he is called to work, he shall be paid at the rate of two times (2X) his regular hourly rate of pay, for the actual time worked plus eight (8) hours pay at his regular hourly rate for the holiday.
- 30.5. When a General or declared holiday falls on a member's day off, and he does not work, he shall be paid eight (8) hours pay at his regular rate of pay.
- 30.6. Any member who is scheduled to work on a General Holiday and who is directed by the Chief of Police or immediate supervisor not to work, shall receive his regular pay for that day.
- 30.7. Any member working between the hours of 5:00 p.m. and 12:00 midnight on Christmas Eve and/or New Year's Eve shall be paid at the rate of double time (2X) for those hours worked.
- 30.8. If a General Holiday should fall during a member's vacation leave, he shall receive another vacation day in lieu of that General Holiday.

31. PAY DAYS

- 31.1. Members shall be paid bi-weekly for the period covering the fourteen (14) day period from 12:01 a.m. Thursday to midnight Wednesday inclusive.

32. GROUP HEALTH AND INSURANCE PLANS

- 32.1. The City agrees to maintain Group Health and Insurance Plans as listed below, subject to the various conditions and cost sharing as indicated.

- 32.1.1. Extended Health Care: All permanent and probationary employees shall be eligible to participate, with the City to pay one hundred percent (100%) of the required premium. The plan shall pay ninety percent (90%) of prescription drugs plus provide vision care coverage.
- 32.1.2. Life Insurance: The plan shall provide life insurance benefits in the amount of two times (2x) annual salary for any employee plus accidental death, dismemberment, and loss of use of limbs and dependent life insurance coverage. All permanent and probationary employees shall be eligible to participate in the group plan. The City shall pay one hundred percent (100%) of the required premium.
- 32.1.3. Dental Plan: All Permanent and probationary employees shall be eligible to participate in the plan which shall pay one hundred percent (100%) of basic services, eighty percent (80%) of extensive dentistry, eighty percent (80%) of periodontics, and fifty percent (50%) of orthodontics work. The City shall pay one hundred percent (100%) of the required premium.
- 32.2. Notwithstanding the above, it is agreed that changes to the present group health and insurance plans pertaining to benefits, cost distribution, etc., may be subject to further negotiations and mutual acceptance by the City and the Association, during the life of this Collective Agreement. It is further understood that any changes in the present coverage which would in any way lessen the present benefits shall first be ratified by the Association unless such changes are beyond the control of the City.

33. PENSION PLAN

- 33.1. The members of the Association shall be covered for pension purposes under the provisions of the Special Forces Pension Act of Alberta. Current service premiums, as a percentage of pensionable salary, shall be divided as follows:

Employer Contribution	11.11%
Employee Contribution	10.01%
Total Contribution	21.12%

- 33.2. If a member is approved for and takes a leave of absence without pay as specified in Article 26, he shall have the option of making application to purchase the leave after returning to employment as outlined in the Special Forces Pension Plan Regulations.

34. RETIRING ALLOWANCE

- 34.1. Each Member shall, upon retirement to pension immediately following his continuous service with the City, receive a lump-sum retiring allowance equal to the number of hours remaining in his retiring allowance account (as defined in Section 35.2 below) multiplied by the member's average hourly rate of pay in the five year period immediately preceding retirement.
- 34.2. A retiring allowance account for each member shall be established as follows:
 - 34.2.1. During the five years immediately preceding his retirement, each Member shall accrue one hundred (100) hours per year toward his retiring allowance account.
 - 34.2.2. Absences in excess of thirty (30) hours in each year shall be deducted from the one hundred hour yearly maximum on an hour for hour basis.
- 34.3. In order to ensure that the Police Service can adequately address staffing needs, members shall give as much notice as reasonably possible of their intent to retire.

- 34.3.1. If a member provides the Police Service with notice of his intent to retire of twenty-eight (28) days or more, he shall receive one hundred percent (100%) of the balance of his retiring allowance account.
- 34.3.2. If a member provides the Police Service with notice of his intent to retire of between twenty-one (21) days and twenty-seven (27) days, he shall receive seventy-five percent (75%) of his retiring allowance account.
- 34.3.3. If a member provides the Police Service with notice of his intent to retire of between fourteen (14) days and twenty (20) days, he shall receive fifty percent (50%) of the balance of his retiring allowance account.
- 34.3.4. If a member provides the Police Service with notice of his intent to retire of less than fourteen (14) days, he shall forfeit his retiring allowance account.
- 34.3.5. For the purposes of the Article, notice shall mean the period of time the member is actively at work and does not include time off taken as vacation and/or banked time.

35. INDEMNIFICATION

- 35.1. The City shall indemnify and save harmless any member from any action, claim, cause, or demand (other than a penalty imposed by a criminal court or penalties arising from the violation of any provincial statutes or municipal by-laws or other such legislative provisions including but not limited to Traffic Safety Act violations) that may be made or arise out of the member carrying out the duties of a Police Officer, except where the action of the member constitutes a gross disregard or gross neglect of his duty as a Police Officer.

36. LEGAL EXPENSES

- 36.1. With the exception of Police Act proceedings, the City shall pay all reasonable legal expenses and costs with respect to any criminal or civil proceedings (other than proceedings involving offences pursuant to provincial statutes or municipal by-laws or other such legislative provisions) taken against any member of the Association arising out of such member's actions provided that:
 - 36.1.1. Such proceedings arise out of the member's actions while engaged in his duties as a Police Officer; and,
 - 36.1.2. The member has first been chartered and cautioned in the criminal investigation; and,
 - 36.1.3. Such action did not constitute a gross disregard or neglect of his duties as a Police officer.
- 36.2. Provided the member's actions do not constitute gross disregard or neglect of his duties as a Police Officer, the City will provide legal counsel for any members subpoenaed to attend at a Fatality Inquiry Board Hearing. Where the City counsel determines there is a conflict between the interests of the City and the interests of the member, the City will pay reasonable expenses and costs for counsel retained by the member. The City will notify the member in writing as soon as practicable if the City will or will not provide legal counsel for the subpoenaed member.
- 36.3. Provided the member's actions do not constitute gross disregard or neglect of his duties as a Police Officer and notwithstanding Article 36.1, where a member is subject to Police Act proceedings, the City shall be responsible for any legal expenses of the member when an offence under the Police Act could result in the dismissal of the member.
 - 36.3.1. For the purposes of Article 36.3, the Chief of Police or his designate will provide written notice to the subject officer that there is a possibility the Police Service may seek a dismissal from the Police

Service, if found guilty or pleading guilty to contravening the Police Act or Police Act Regulations. Such notice shall be provided by the Office of the Chief prior to the subject member being directed to provide an explanatory report, or at the time a Police Act charge is laid, where new information comes to light and the Police Service determines it now wishes to seek a dismissal from the Police Service.

- 36.4. The expenses and costs of the criminal or civil proceedings shall be provided to the City on a monthly basis.
- 36.5. Where a member is subject to any of the proceedings set out in Articles 36.1, 36.2 or 36.3 and the Chief of Police is of the opinion that the member's alleged actions giving rise to the proceedings constitute a gross disregard or gross neglect of the member's duty as a Police Officer, he shall so notify the member in writing.
- 36.5.1. The notice shall outline the particulars of the member's alleged actions that form the basis of the opinion, provided that where the member is or is to be charged in proceedings pursuant to the Police Act, the particulars supplied in the Notice of Disciplinary Proceedings shall be sufficient.
- 36.5.2. Such notice shall be given to the member at the time of commencement of the proceedings, where the proceedings are pursuant to the Police Act.
- 36.6. The "time of commencement of the proceedings" for the purposes of any proceedings under the Police Act means within five (5) days after the Chief of Police, after reviewing the final investigation report, determines that the alleged actions of the member constitute a contravention of the regulations governing the discipline or the performance of duty of police officers, pursuant to section 45(3) or (4) of the Police Act.
- 36.7. The "time of commencement of the proceedings" for purposes of any prosecution under federal or provincial legislation, other than the Police Act, means within fifteen (15) days after the Chief of Police becomes aware that a charge has been laid.
- 36.8. In any other proceedings, such notice shall be given to the member at the commencement of the proceedings or as soon as reasonably possible thereafter, considering the nature of the proceedings, the time the Chief of Police becomes fully aware of the nature and extent of the proceedings, and the need for the Chief of Police to be fully informed before making any decision and providing such notice.
- 36.9. If the Chief of Police does not provide the written notice referred to in Articles 36.5.1 and 36.5.2 to the member, then the City shall not subsequently contest the issue of whether the member's alleged actions constitute a gross disregard or gross neglect of the member's duty for purposes of Article 36, in relation to those proceedings.
- 36.10. If, at the conclusion of any proceedings where the member has received notice pursuant to Articles 36.5.1 and 36.5.2, and the City declines to pay the expenses and costs referred to in Article 36, then in any resulting grievance by the Association the question of whether the member's actions giving rise to the proceedings constitute a gross disregard or gross neglect of the member's duty as a Peace Officer, shall be determined:
- 36.10.1. in any Police Act proceedings, solely on the basis of the member's conduct as disclosed in the final investigational report that gave rise to the proceedings; and,
- 36.10.2. in any other proceedings, by reference to any record established during those proceedings, and any other relevant information

37. COPIES OF AGREEMENT

- 37.1. The City shall undertake to arrange for the printing of an appropriate number of copies of the Agreement in a booklet form within ninety (90) days of the renewal of the agreement.

37.2. The cost shall be split equally between the City and the Association.

38. GRIEVANCES

38.1. All grievances shall be settled utilizing the following grievance procedures:

- 38.1.1. Step 1: Any member of the Association having a grievance, or any representative of the Association feeling that the same has a grievance arising out of the interpretation, application, operation or alleged violation of this Agreement shall take the matter up with the Executive of the Association.
- 38.1.2. Step 2: If after investigation, the Executive considers the grievance a just one, it shall have the right to be heard by the Chief of Police and shall be entitled to have the assistance of counsel at its meeting with the Chief of Police. In making application for a hearing, the Association shall outline in writing as soon as possible (in any event within thirty (30) days of the event giving rise to the grievance), the matter complained of, a copy of which shall be forwarded to the Commission by the Association. Within fourteen (14) days of receiving a notice of grievance requesting a hearing, the office of the Chief of Police shall set a hearing date and advise the Association in writing. This hearing date shall be within thirty (30) days of the filing of the original complaint. The Chief of Police shall within three (3) days following the hearing give his decision in writing to the Association.
- 38.1.3. Step 3: The Association shall have the right to appeal the decision of the Chief of Police to the Commission, and in so doing, shall file with the Commission an additional written statement of the appeal within seven (7) days following the receipt of the decision of the Chief of Police. The Association shall forthwith advise the Chief of Police of its decision to appeal to the Commission. The appeal shall be heard by the Commission as soon as possible but within thirty (30) days of the application, and the Commission shall render its decision within fourteen (14) days following the conclusion of the hearing.
- 38.1.4. Step 4: In the event that the grievance cannot be settled, then either party shall have the right to submit the dispute to arbitration.
 - 38.1.4.1. In the event that the arbitration is initiated by the Association on its behalf or on behalf of a member, or members, a notice shall be forwarded by the Association to the Commission within thirty (30) days after the Commission decision has been rendered or the time limits as set out in Step 3 above have expired advising that the matter is to proceed to arbitration. Such notice shall include the name of the Association's appointee to the Arbitration Board.
 - 38.1.4.2. If the arbitration is initiated by the Commission, a notice in the same terms as described in the above paragraph shall be submitted to the Association.
 - 38.1.4.3. Within fourteen (14) days of the date shown on the aforesaid notice, the party in receipt of same shall name their appointee as its member to the Arbitration Board. Should the party receiving the said notice fail to make the appointment within the fourteen (14) day period, then the appointment of that party's representative shall be made by the Director of Mediation Services for the Province of Alberta.
 - 38.1.4.4. Once the representatives have been appointed they shall meet forthwith to appoint a Chairman who, with the two (2) representatives, shall constitute the Arbitration Board.
 - 38.1.4.5. Should the representatives fail within fourteen (14) days to agree upon a Chairman, the Director of Mediation Services for the Province of Alberta shall be requested by either party to appoint a Chairman to the Arbitration Board.

- 38.1.4.6. The decision of the Arbitration Board shall be by majority vote and all decisions shall be final and binding upon the parties.
- 38.1.4.7. Each party shall pay the costs of its representative and witnesses called by it or by its representative. The fees and expenses of the Chairman shall be shared equally between the parties.
- 38.1.5. Nothing in this Agreement shall prevent any member from requesting and receiving a hearing before the Chief of Police and/or the Police Commission on any matter should it be a personal grievance or other dispute with the Policies or the interpretation of any legislation applicable to his employment on the Police Service.
- 38.1.6. Any member wishing to have a hearing other than a written grievance shall be compelled to do so through representatives of the Association.
- 38.1.7. Any member may be represented by Counsel at any hearing as described in paragraph 39.1.5 of this clause.
- 38.1.8. If a member is dismissed under Section 37(2) of the Police Act by the Police Commission, for other than disciplinary reasons, an arbitrator must rule on just cause.
- 38.1.9. Time limits for processing a grievance at any step may be extended by mutual agreement in writing.

Signed this ____ day of _____, 2009 on
behalf of the City of Medicine Hat,

Signed this ____ day of _____, 2009 on
behalf of the Medicine Hat Police Association,

Mayor

President

City Clerk

Secretary

APPENDIX I

SALARY SCHEDULE

		January 1, 2009			January 1, 2010		
		Annual	Monthly	Hourly	Annual	Monthly	Hourly
Staff Sergeant	132%	103,587.04	8,632.25	49.80	109,802.26	9,150.19	52.79
Sergeant	120%	94,170.04	7,847.50	45.27	99,820.24	8,318.35	47.99
Senior Constable II	109%	85,537.78	7,128.15	41.12	90,670.05	7,555.84	43.59
Senior Constable I	105%	82,398.78	6,866.57	39.61	87,342.71	7,278.56	41.99
First Class Constable	100%	78,475.03	6,539.59	37.73	83,183.53	6,931.96	39.99
Second Class Constable	90%	70,627.53	5,885.63	33.96	74,865.18	6,238.77	35.99
Third Class Constable	80%	62,780.03	5,231.67	30.18	66,546.83	5,545.57	31.99
Fourth Class Constable	70%	54,932.52	4,577.71	26.41	58,228.47	4,852.37	27.99
Fifth Class Constable	60%	47,085.02	3,923.75	22.64	49,910.12	4,159.18	24.00

APPENDIX II

PATROL SECTION SHIFT SCHEDULE

	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	
Patrol Crew #1					D	D	D	N	N						D	D	N	N							D	D	N	N	N
Patrol Crew #2	N	N						D	D	N	N						D	D	N	N	N						D	D	D
Patrol Crew #3	D	D	N	N						D	D	N	N	N					D	D	D	N	N						
Patrol Crew #4			D	D	N	N	N						D	D	D	N	N							D	D	N	N		

APPENDIX III

DEATH AND DISABILITY COVERAGE

1. Death Benefits

- 1.1. If a member is killed or dies on account of an accident, illness or other cause which is as a result of his employment as a Police officer with the City, the City shall pay the Full Pay of such Member which would have been paid under this or subsequent collective agreements but for the Member's death to the Widow of the deceased Member, and such payments shall continue until the date the Widow dies, remarries, or enters into a common-law relationship, as defined in the *Worker's Compensation Act* and any successor legislation in force (*W.C.A.*) or until the date the deceased Member would have had thirty (30) years of pensionable service under the Special Forces Pension Plan, whichever date first occurs.
- 1.2. If such Member is survived by Dependent Children, and his Widow dies, remarries, or enters into a common-law relationship as defined in the *W.C.A.*, the City shall pay an amount equal to a portion of the Full Pay which such Member would have been paid under this and subsequent agreements but for his death, for the benefit of such Dependent children to a maximum of 65% of such Member's Full Pay (20% for the benefit of the first Dependent Child and 15% for each Dependent Child thereafter up to the said maximum of 65% of the deceased Member's Full Pay). The Dependent Child benefits shall be paid directly to the Dependent Child upon his reaching the age of 18 years and before that to the deceased member's Widow or the legal guardian of the Dependent Children. Benefits shall continue to be paid until such time as the recipient Dependent Child ceases to be a Dependent Child as defined by this clause.

2. Disability Benefits

2.1. Total Disability

- 2.1.1. Total Disability means a Disability which during the first 24 months prevents the Member from performing all of the essential duties of a Police Officer and beyond that date, prevents the Member from being engaged in any reasonable occupation for which the Member is or becomes capable of performing, having, regard to this education, training and experience.
- 2.1.2. If a Member is or becomes Totally Disabled on account of an accident, illness or other cause as a result of this employment as a Police Officer with the City, the Member shall receive from the city, disability benefits equivalent to the Full Pay that such Member would have received under the terms of this and subsequent collective agreements until the earlier of the following dates:
 - 2.1.2.1. the Member ceases to be Totally Disabled; or,
 - 2.1.2.2. the Member accumulates thirty (30) years of pensionable service under the Special Forces Pension Plan; or,
 - 2.1.2.3. the Member dies.

2.2. Partial Disability

- 2.2.1. Partial Disability means a Disability that permits the Member to perform some but not all of the essential duties of a Police Officer and if unable to perform some of the duties of a Police Officer, is able to be engaged in any reasonable occupation for which the Member is or becomes capable of performing, having regard to his education, training and experience.

2.2.2. If a member is Partially Disabled on account of an accident, illness or other cause as a result of his employment as a Police Officer with the City, the Member shall receive from the City, disability benefits equivalent to the Full Pay that such Member would have received under the terms of this and any subsequent collective agreements until the earlier of the following dates.

2.2.2.1. the Member ceases to be disabled; or,

2.2.2.2. the Member accumulates twenty-five (25) years of pensionable service under the Special Forces Pension Plan; or,

2.2.2.3. the Member dies.

2.2.3. If a Partially Disabled Member is able to be engaged in employment as contemplated in 2.2.1 above, but refuses or fails to do so after notice of his obligation has been given to him, the monthly payment obligation of the City under this provision shall be reduced by the amount the Member could have earned if he had accepted such employment.

2.2.4. In the event that a Member suffers a Partial Disability, the City agrees to make reasonable efforts to continue the Member in active employment with the Police Service.

3. Medical Examination

3.1. If a question arises as to whether a Member is totally or partially disabled, the City shall have the right to consult with the Member's physician in order to obtain medical reports as to the Member's condition and ability to engage in employment and to refer the Member to a physician appointed by, but not employed by the City for medical examination and to receive medical reports from such physician.

3.2. In the event of a disagreement between the City, the Member, or the Association concerning the Member's ability to engage in employment as contemplated under this clause, the same shall be settled by the joint decision of the Member's physician and the City's physician. If the Member's physician and the City's physician do not agree, either the Member or the City shall be entitled to refer the matter to a third independent physician selected jointly by the Member's physician and the City's physician. If the two physicians cannot agree within fourteen (14) days on the selection of the independent physician, that selection shall be made by the College of Physicians and Surgeons. If the College fails to appoint an independent physician within thirty (30) days of being requested to do so, the appointment of an independent physician shall be made by Justice of the Court of Queen's Bench of Alberta.

3.3. The costs of the independent physician shall be borne equally by the City and the Association.

3.4. The joint decision of the City's physician and the Disabled Member's physician as referred to above, or the decision of the independent physician, as the case may be, shall be final and binding on the Member, the Association and the City.

4. General

4.1. When the City makes payments under this clause, in the event of death, pursuant to paragraph 1.1, or in the event of Disability, pursuant to paragraphs 2.1.2 and 2.2.2, any Workers' Compensation payment, CPP payments, or other pensions or annuities not contracted for by the deceased Member or his Widow or family personally, that are paid by reason of the Member's death or Disability, shall, upon being paid or awarded, be paid or assigned to the City.

4.2. In respect to Special Forces Pension payments, the City, after consulting with the Widow, shall be entitled to reduce the amount of payments to be made under this clause by the amount of Special Forces Pension

payments that are paid to the Widow, or other designate in the event of death or in the event of death or in the event of Disability.

- 4.2.1. A Member who received payments under paragraph 2.2.2, and who receives compensation for services, whether direct or indirect, and whether paid as wages, salary, commission, fees, benefits, grants, awards, gifts, bonuses, tips, gratuities, shares, share options, dividends, allowances or otherwise, (hereafter called compensation) shall, subject to 4.2.2 below, assign and pay to the City such compensation, less all deductions required by law including deductions for income taxes, up to but not exceeding the amount payable to the Member by the City under this clause;
- 4.2.2. If the Member was receiving compensation prior to his Disability, the normal compensation for the pay period in respect to which payments are made under paragraph 2.2.2 shall not be assigned and paid to the City.
- 4.3. The Member shall provide to the City Solicitor, on an annual basis, a copy of his Income Tax Return filed with the Department of National Revenue and such further documents as may reasonably be required by the City Solicitor to assess the Member's entitlement to payment and the Member's obligation under this clause. It is understood that information contained in the Member's Income Tax Return or other documents provided by the Member, shall be kept confidential by the City Solicitor. Relevant information contained in the Income Tax Return and other documents provided by the Member shall only be disclosed in the event of a dispute that cannot be resolved.
 - 4.3.1. If a Member refuses or fails to comply with his obligations as set out in 4.3, the obligations of the City to make any further payments shall, subject to 4.3.2 and 4.3.3 below, be suspended until the refusal or failure is resolved by arbitration or otherwise.
 - 4.3.2. If an arbitrator determines that the request for documents was reasonable and the Member refused or failed to provide such documents, then the arbitrator shall have authority to reduce the amount payable to the Member to whatever extent is determined by the arbitrator for the period of the refusal or failure to provide such documents.
 - 4.3.3. If the arbitrator determines that the request for documents was unreasonable, then the City shall be obliged to make all payments that have been withheld with interest at a rate determined by the arbitrator.
- 4.4. The City agrees to advise the Disabled Member of such employment opportunities with the City as may become available and which may be suited to the Disabled Member by virtue of his training and experience.
- 4.5. In the event that a Member is awarded a lump sum settlement rather than a monthly allowance in respect to any award or pension required to be assigned or paid to the City under this clause, such lump sum settlement shall be paid to the City.
- 4.6. The City and the Disabled Member shall continue during the period of Disability to make their required share of contributions and premium payments toward the plans and benefits as are applicable under this and subsequent agreements for actively working, full-time Police Officers in respect of basic life insurance, accidental death and dismemberment insurance, extended health care insurance, dental insurance, Alberta Health Care insurance, Special Forces Pension and any other deduction required by law or provided by subsequent collective agreements.
- 4.7. In the event of a change of Disability status from Total Disability to Partial Disability, or Partial Disability to Total Disability, the years of service for the purposes of paragraphs 2.1.2 and 2.2.2 (25 or 30 years) shall be determined on the basis of the disability status of the Member at the end of the 25th year as referred to in paragraphs 2.1.2 and 2.2.2.

- 4.8. A Member while receiving benefits under this clause remains an employee of the City.
- 4.9. A member who is partially disabled (in accordance with paragraph 2.2) and who is able to work full time performing some but not all of the essential duties of a Police Officer, shall be allowed to advance in the pay classifications based upon his years of continuous employment with the Police Service.

LETTERS OF UNDERSTANDING

BETWEEN

THE CITY OF MEDICINE HAT

AND

THE MEDICINE HAT POLICE ASSOCIATION

The following Letters of Understanding to the 2009-2010 Collective Agreement are grouped together for signing purposes only:

RE: THREE PART DISABILITY PLAN

The City and the Association agree that, during the term of the collective agreement, their respective representatives will meet to discuss and explore the possibility of the Association members participating in the City's three part disability plan.

RE: EXPENSES OUTSIDE CITY LIMITS

The City agrees that, should a corporate review of the Personal Expense Policy (Policy #0107) not have taken place by February 28, 2009, it will meet with the Association to develop reasonable travel, meal and incidental per diem rates in order to better meet the needs of the Police Service.

RE: PATROL SHIFT SCHEDULE

The City and the Association agree that, during the term of the collective agreement, the Association will meet with the Office of the Chief to review, study and discuss alternatives to the current Patrol Section shift schedule.

Signed this ____ day of _____, 2009 on
behalf of the City of Medicine Hat,

Signed this ____ day of _____, 2009 on
behalf of the Medicine Hat Police Association,

Mayor

President

City Clerk

Secretary