

**COLLECTIVE AGREEMENT**

**BETWEEN**

**THE CITY OF MEDICINE HAT**

**AND**

**THE MEDICINE HAT POLICE ASSOCIATION**

**JANUARY 1, 2017 – DECEMBER 31, 2020**

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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, 2017 to December 31, 2020 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. The Police Service agrees to notify the Association in advance of any changes to Police Service policy and/or procedure.
- 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 Police Service agrees to consult with the Association 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. The City and/or the Police Service reserve all rights not specifically restricted by the provisions of this Agreement.

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 or the Chief of Police, 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. "City" means the City of Medicine Hat.
- 8.1.4. "Chief of Police" shall mean the person appointed by the Medicine Hat Police Commission, or his delegate, with the duties as outlined in the Police Act.
- 8.1.5. "Commission" means the Medicine Hat Police Commission as constituted by the Police Act.
- 8.1.6. "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.
- 8.1.7. "Court" shall mean any Federal, Provincial or Municipal tribunal acting in a judicial or quasi-judicial capacity and shall include Police Service or Commission inquiries or hearings.
- 8.1.8. "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.
- 8.1.9. "Days" shall mean calendar days.
- 8.1.10. "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.
- 8.1.11. "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.
- 8.1.12. "Member" means any member of the Police Service employed in any of the positions classified in this Agreement.
- 8.1.13. "Office of the Chief" shall mean the Chief of Police and all other sworn police officers who are not members of the Police Association.
- 8.1.14. "Police Service" shall mean the Medicine Hat Police Service.
- 8.1.15. "Seniority" shall mean the period of continuous employment commencing from the date the member was last engaged with the Police Service.

- 8.1.16. "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.
- 8.1.17. "Widow" shall include a common-law spouse as defined under the Worker's Compensation Act.
- 8.1.18. 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 a probationary period as outlined in the Police Act/Police Service Regulation. Subject to the process outlined in Appendix IV, a probationary member may be released from the Police Service should the Police Commission, on the recommendation of the Chief, so determine. Such release shall not be the subject of a grievance.
- 10.2. Advancement in classification up to the rank of First (1<sup>st</sup>) 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 (1<sup>st</sup>) 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 (1<sup>st</sup>) 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 after successful completion of a Senior Constable I examination containing material relative to the position of a Senior Constable not to exceed three (3) hours in length and shall be marked as a pass or fail. Once a member has passed a Senior Constable I examination, such exam shall be valid until such time as the member meets the requirements at Article 10.5. It is a requirement that a Senior Constable be willing, on a continuous basis, to assist in the coaching of other sworn members of the Police Service in order to qualify for a Senior Constable 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 after successful completion of a Senior

Constable II examination containing material relative to the position of a Senior Constable not to exceed three (3) hours in length and shall be marked as a pass or fail. Once a member has passed a Senior Constable II examination, such exam shall be valid until such time as the member obtains a senior rank. It is a requirement that a Senior Constable be willing, on a continuous basis, to assist in the coaching of other sworn members of the Police Service in order to qualify for a Senior Constable 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 (1<sup>st</sup>) 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. The promotional board shall evaluate each applicant to a promotional vacancy against the promotional criteria, which shall include experience and seniority, established in advance by the Office of the Chief of Police.
- 11.6. The promotional board shall make a recommendation to the Chief of Police regarding the member(s) qualified to be placed in a pool of people eligible for promotion.
- 11.7. Any member who applies for a promotion and is not recommended by the promotional board to be placed in the pool of people eligible for promotion 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.
  - 13.3.1. Notwithstanding the above, if a vacancy occurs in the Sergeant's position in the Organized Crime Section or Priority Street Crimes Unit for a complete shift, an Acting Sergeant shall be appointed so long as the Acting Sergeant is supervising two (2) or more other members. If the Major Crimes Section Staff Sergeant is unavailable for a complete shift, an Acting Staff Sergeant shall be appointed.
- 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.

### 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 eighty (80) hours' notice of any change of shift schedule (or less if mutually agreed between the member and the Police Service), otherwise overtime rates shall apply.
- 14.4. Shift schedules for each Sergeant or Staff Sergeant in charge of a section or unit shall be established by the Office of the Chief.
- 14.5. All members assigned to the Patrol Section shall work the shift schedule outlined in Appendix II.
  - 14.5.1. Day shift shall commence at 0700 hours and conclude at 1900 hours of the same day.
  - 14.5.2. Night shift shall commence at 1900 hours and conclude at 0700 hours of the next day.
  - 14.5.3. Two (2) night shift Patrol Constables shall commence the night shift at 1700 hours and conclude at 0500 hours of the next day as resources allow.
- 14.6. All members assigned to the Traffic Section, the Major Crimes Section, the Forensic Identification Section, the Priority Street Crimes Unit or the Organized Crime Section shall work a minimum of ten (10) hours per shift.



- 14.7. All members assigned to the Community Safety Unit, the Safe Families Intervention Team, the Community Intelligence Team, the Police & Crisis Team 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.
- 14.8. 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 hours rather than double time (2X).

#### 16. OVERTIME

- 16.1. All hours worked by a member outside of the member's regular shift schedule 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 seven (7) days in advance. If a supervisory meeting is scheduled with less than seven (7) days notice, the member shall receive overtime rates of pay.
- 16.2. If a member is called to work while off-duty, he shall be paid a minimum of two and one-half (2 ½) hours pay at the rate of double time (2X).
- 16.3. 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 vacation leave in lieu.
- 16.4. 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 if the member is not working the day before the court appearance or the member shall receive pay as specified in 17.1 above. All reasonable efforts to provide written or electronic notice of Court cancellation will be made. Cancellation of Court attendance may be made by the Crown Prosecutor's Office, a Court Liaison member or by a Supervisor. If a verbal notification of Court cancellation is required, then all reasonable efforts to record the date, time and substance of the notification will be made as soon as practicable.
- 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 if the member is working the day before the court appearance or the member shall receive pay as specified in 17.1 above. All reasonable efforts to provide written or electronic notice of Court cancellation will be made. Cancellation of Court attendance may be made by the Crown Prosecutor's Office, a Court Liaison member or by a Supervisor. If a verbal notification of Court cancellation is required, then all reasonable efforts to record the date, time and substance of the notification will be made as soon as practicable.
- 17.2. Notwithstanding Article 17.1, if a member of the Patrol Section is required to and does attend Court to carry out his duties as a Police Officer in both the forenoon and the afternoon of a day that is between his scheduled night shifts, the member shall receive a total of eight (8) hours of pay at his regular rate for both the forenoon and afternoon appearances and shall be considered to be ordered off with pay for his second night shift.
- 17.3. 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.
  - 17.3.1. 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.
- 17.4. For the purposes of Articles 17.1, 17.2 and 17.3, "the forenoon" expires at 13:00 hours.
- 17.5. 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.
- 17.6. 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.

- 17.7. 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.
- 17.8. All necessary travel expenses, including food and lodging actually incurred by a member of the Police Service in returning from vacation leave to undertake any Court attendance required of him during vacation leave shall be paid by the City. At the discretion of the Police Service, 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.
- 17.9. 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 28<sup>th</sup> 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 a member's regular shift schedule including Special Duties, Court Time, Overtime, Committee Meetings, 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.
  - 18.2.3. At the sole discretion of the Chief of Police and for medical purposes only, member(s) may be permitted at any time to voluntarily transfer accumulated Green Hours to another member's Green Hours bank. Hours transferred will be adjusted to reflect the cash value of the member(s) providing the hours. The member receiving the hours may only take time-in-lieu and cannot take a payout of hours. The receiving member may accumulate Green Hours up to the maximum dollar amount equivalent of 112 hours at their regular rate of pay at any given time.

- 18.3. Red and 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. TRAINING

- 19.1. A member who attends training or professional development outside of his regular schedule shall be given time off in-lieu at straight time to be taken at a time mutually agreed upon between the member and the Police Service.
  - 19.1.1. Members who are assigned by the Police Service as instructors shall have the option of receiving lieu time or receiving straight time pay for the time spent instructing training or professional development.
- 19.2. Lieu time can be banked without a maximum, however, lieu time banks shall not exceed ninety-six (96) hours as of June 1<sup>st</sup> and December 1<sup>st</sup> of each year. Any member with a lieu time bank that exceeds ninety-six (96) hours may be ordered off within the thirty (30) day period immediately preceding and/or proceeding June 1<sup>st</sup> and/or December 1<sup>st</sup>. Lieu time shall not be eligible for payout.
- 19.3. When a member attends training or professional development (including travel time to and from) that causes him to be absent from regularly scheduled duty and the time the member spends in training or professional development is less than what his regular schedule would have been, he shall be paid according to his regular schedule.
- 19.4. When a member attends training or professional development (including travel time to and from) that causes him to be absent from regularly scheduled duty and the time the member spends in training or professional development is greater than what his regular schedule would have been, he shall accumulate one hour of lieu time for each hour in excess of his regular schedule.
- 19.5. A member who attends training or professional development inside City limits during a regularly scheduled shift shall be required to complete the balance of his shift should the time spent in training or professional development be less than his regularly scheduled shift.

## 20. SALARY SCHEDULE

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

## 21. SHIFT DIFFERENTIAL

- 21.1. A shift differential of one dollar and ten cents (\$1.10) 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 1600 and 0800.

## 22. STAND-BY PAY

- 22.1. 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.

- 22.2. Constables assigned to the Forensic Identification Unit that are required to remain on stand-by shall receive an amount of one hundred and seventy-five dollars (\$175) per month.

23. MEAL ALLOWANCE

- 23.1. When a member is required to work unplanned overtime of three (3) hours or greater immediately preceding or following his regular shift, he shall receive a meal allowance of seventeen dollars (\$17.00). This does not apply to members who have received meals supplied by the Police Service or meals otherwise covered by the per diem allowances provided for under the City's Personal Expense Policy.
- 23.2. When a member is unexpectedly required to attend to any police business outside the City limits during his regular shift or when off duty, he shall be provided with the appropriate per diem allowance provided for under the City's Personal Expense Policy.

24. CANINE ALLOWANCE

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

25. FIELD OFFICER TRAINING PREMIUM

- 25.1. Any Constable designated by the Police Service as a Patrol Field Training Officer shall receive a one dollar and fifty cent (\$1.50) per hour premium for each hour spent in the field training of a sworn police recruit.

26. EXPENSES OUTSIDE CITY LIMITS

- 26.1. When a member attends to any police business outside the City limits and a travel request has been submitted to and approved by the Police Service, he shall be allowed reasonable expenses incurred by him while engaged in such activity in accordance with the City's Personal Expense Policy.
- 26.2. Any reimbursement made to a member in addition to expenses allowed by the City shall be returned to the City upon receipt of same.
- 26.3. When a member attends a course of four (4) weeks or greater in duration, the member is to receive one fully paid trip home, or reimbursement for the transportation costs for one round trip to have his legal spouse attend the course location.

27. MAINTENANCE & PLAIN CLOTHES ALLOWANCE

- 27.1. All members shall receive a one hundred dollar (\$100) annual maintenance allowance for cleaning of tunic and mess kit and other incidental needs not covered by this agreement.
- 27.2. Members of the Major Crimes and Professional Standards Sections shall receive a three hundred dollar (\$300) annual clothing maintenance allowance.
- 27.3. Members of the Major Crimes, Organized Crime and Professional Standards Sections shall be

provided with an annual plain clothes allowance of twelve hundred dollars (\$1,200). Members of the Priority Street Crimes Unit shall be provided with an annual plain clothes allowance of one thousand dollars (\$1,000). Allowances shall be paid in two equal instalments in January and July of each year.

- 27.4. Any uniformed 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.
- 27.5. Should a member request to be removed from the Major Crime or Organized Crime Sections, 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, no reimbursement of the plain clothes allowance is required.

## 28. LEAVE OF ABSENCE

- 28.1. An unpaid leave of absence may be granted to a member at the sole discretion of the Chief of Police.
- 28.2. Members shall apply for leave, in writing, and include the anticipated start and end dates of the requested leave.
- 28.3. During the period of approved leave, sick leave and vacation accumulations shall be suspended.
- 28.4. During the period of approved leave, the member shall retain his seniority, but shall not accumulate seniority.
- 28.5. 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.
- 28.6. 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.
- 28.7. 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.

## 29. MATERNITY LEAVE

- 29.1. Maternity leave shall be provided to eligible members as outlined in the Alberta Employment Standards Code.
- 29.2. A member on maternity leave and in receipt of maternity leave benefits from Employment Insurance shall, upon provision of the infant's date of birth and Employment Insurance benefit statements, be paid by the City a lump-sum payment reflecting the difference between her classified rate (defined as her classified rate multiplied by her regularly scheduled bi-weekly hours of work) and her bi-weekly Employment Insurance maternity benefit so that the two combined equal ninety-five per cent (95%) of classified rate for the period of fifteen (15) weeks.

- 29.3. During the voluntary portion of maternity leave, the member shall be required to pay the full premium (both the City and the member share) for those group 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 expected commencement of voluntary maternity leave. Members may participate in all, any combination, or none of the health and insurance benefit plans. Upon return to employment the member 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.
- 29.4. Provided that the member on maternity leave returns to work, she shall be credited with full seniority, vacation and sick leave accumulations for the period of leave.

### 30. PARENTAL LEAVE

- 30.1. Parental leave shall be provided to eligible members as outlined in the Alberta Employment Standards Code.
- 30.2. During the period of parental leave, the member shall be required to pay the full premium (both the City and the member share) for those group 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 expected commencement of parental leave. Members may participate in all, any combination, or none of the health and insurance benefit plans. Upon return to employment the member 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.
- 30.3. Provided that the member on parental leave returns to work for at least thirty (30) days, he shall be credited with full seniority, vacation and sick leave accumulations for the period of leave.

### 31. VACATION LEAVE

- 31.1. All members shall receive vacation leave with pay as follows:
- 31.1.1. 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.
- 31.1.2. 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.
- 31.1.3. 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.
- 31.1.4. 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.

- 31.2. 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.
- 31.3. A member may carry one year's vacation leave entitlement from one year to the next.
- 31.4. Vacation leave selection shall be by seniority.
- 31.5. A member with previous police experience that has been recognized by the Police Service shall, after having served five (5) years of continuous employment with the Police Service, receive commensurate recognition of up to four (4) years for vacation accrual purposes.

### 32. SICK LEAVE

- 32.1. 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).

### 33. BEREAVEMENT LEAVE

- 33.1. Bereavement leave with pay may be granted at the discretion of the Chief of Police in the case of leave necessitated by death in a member's family.
- 33.2. The member's family shall include 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, aunt, uncle, or a person who is a member of the member's household.

### 34. FAMILY SICK LEAVE

- 34.1. If no one else is available to care for the needs of a member's family who is ill, the member shall be allowed to apply for Family Sick Leave to a maximum of forty (40) hours per calendar year.
  - 34.1.1. Such requests shall be made through the member's Supervisor and may be granted at the discretion of the Chief of Police.
  - 34.1.2. Upon approval, the leave required shall be deducted from the member's accumulated sick leave bank.
- 34.2. The member's family shall include the member's current spouse, son, daughter, step-children or parents.

### 35. GENERAL HOLIDAYS

- 35.1. 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.



- 35.2. In the event a general holiday is declared in lieu of any of the above named General Holidays, General Holiday Pay shall be paid for the named holiday and not the lieu day.
- 35.3. When a General 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 two times (2X) his regular hourly rate of pay, **OR** he may choose to receive a lieu day off with pay at a later date on a day that is mutually agreeable between the member and the Police Service, in addition to the member's regular pay for the holiday.
- 35.4. When a General 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 of pay for the holiday.
- 35.5. When a General Holiday falls on a member's day off, and he does not work, he shall be paid eight (8) hours pay at his regular hourly rate of pay.
- 35.6. Any member who is scheduled to work on a General Holiday and who is directed by the Office of the Chief or immediate Supervisor not to work shall receive his regular pay for that shift.
- 35.7. 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 two times (2X) his regular hourly rate of pay for those hours worked.
- 35.8. If a General Holiday should fall during a member's vacation leave, he shall receive another vacation day in lieu of that General Holiday.

#### 36. PAY DAYS

- 36.1. 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.

#### 37. GROUP HEALTH AND INSURANCE PLANS

- 37.1. The City agrees to maintain group health and insurance plans as listed below, subject to the various terms and conditions of the policies or contracts entered into with the underwriter(s) of the plan(s).
  - 37.1.1. Extended Health Care: All members shall be eligible to participate, with the City to pay one hundred per cent (100%) of the required premium. The plan shall pay ninety per cent (90%) of prescription drugs plus provide vision care coverage.
  - 37.1.2. 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 members shall be eligible to participate in the group plan. The City shall pay one hundred per cent (100%) of the required premium.
  - 37.1.3. Dental Plan: All members shall be eligible to participate in the plan which shall pay one hundred per cent (100%) of basic services, eighty per cent (80%) of extensive dentistry,

eighty per cent (80%) of periodontics, and fifty per cent (50%) of orthodontics work. The City shall pay one hundred per cent (100%) of the required premium.

- 37.2. Notwithstanding the above, it is agreed that changes to the present group health and insurance plans 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.

38. PENSION PLAN

- 38.1. The members of the Association shall be covered for pension purposes under the provisions of the Special Forces Pension Act and Regulations of Alberta.

39. RETIRING ALLOWANCE

- 39.1. 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 39.2 below) multiplied by the member's average hourly rate of pay in the five year period immediately preceding retirement.

- 39.2. A retiring allowance account for each member shall be established as follows:

39.2.1. During the five years immediately preceding his retirement, each Member shall accrue one hundred (100) hours per year toward his retiring allowance account.

39.2.2. 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.

- 39.3. 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.

39.3.1. 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 per cent (100%) of the balance of his retiring allowance account.

39.3.2. 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 per cent (75%) of his retiring allowance account.

39.3.3. 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 per cent (50%) of the balance of his retiring allowance account.

39.3.4. 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.

39.3.5. 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.

40. INDEMNIFICATION & REIMBURSEMENT OF LEGAL EXPENSES

40.1. 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 neglect or a gross disregard of his duties as a Police Officer.

40.2. The City shall pay all reasonable legal expenses and costs that are incurred after formal notice of criminal investigation is served on the member and prior to the proceedings being taken against any member, provided that such actions arise out of the member carrying out the duties of a Police Officer and do not constitute neglect or a gross disregard of his duties as a Police Officer.

40.2.1. The phrase “all reasonable legal expenses and costs” means:

For Summary and Dual Procedure Offences:	Up to a maximum of \$2,500.00*
For Indictable Procedure Offences:	Up to a maximum of \$5,000.00*
	*Plus GST
Includes legal fees and disbursements for services rendered, and any out of pocket expenses of the member.	

40.3. 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 proceedings) taken against any member arising out of such member's actions, provided that such actions arise out of the member carrying out the duties of a Police Officer and do not constitute neglect or a gross disregard of his duties as a Police Officer.

40.4. Where the City is obligated under the terms of this Article to pay all reasonable legal expenses and costs with respect to any civil proceedings taken against any member, the City shall provide legal counsel for the member. Where counsel for the City determines that there is a conflict between the interests of the City and the interests of the member, the City will pay all reasonable legal expenses and costs for counsel retained by the member.

40.5. The City shall pay all reasonable legal expenses and costs with respect to Police Act proceedings taken against any member arising out of such member’s actions only where the alleged contravention of the Police Service Regulation is in the opinion of the Chief of Police of a serious nature and only once a hearing is directed to be held pursuant to section 45(3) of the Police Act, provided that such actions arise out of the member carrying out the duties of a Police Officer and do not constitute neglect or a gross disregard of his duties as a Police Officer.

40.6. Where the City is obligated under the terms of this Article to pay all reasonable legal expenses and costs with respect to any Police Act proceedings taken against any member, the City shall provide legal counsel for any member in relation to any appeal of the Police Act proceeding to the Law Enforcement Review Board or to a Court. Where counsel for the City determines that there is a conflict between the interests of the City and the interests of the member, the City will pay all reasonable legal expenses and costs for counsel retained by the member.

40.7. The City will not pay any legal expenses or costs with respect to Police Act proceedings taken against any member arising out of such member’s actions where the alleged contravention of the Police Service Regulation is in the opinion of the Chief of Police not of a serious nature, whether

the matter is disposed of under section 19 of the Police Service Regulation or whether the matter proceeds to a disciplinary hearing, a Law Enforcement Appeal Board proceeding, or a proceeding before any court.

40.8. In this Article “proceedings taken against” a member means:

- a. in criminal matters, when the member is arrested or served with any document that requires a court appearance;
- b. in civil matters, when a statement of claim or other similar document formally starting the civil process in a court is filed with the Court;
- c. in Police Act matters, when the member is served with notice of the charge(s) and appearance date pursuant to section 11 of the Police Service Regulation.

40.9. The indemnification and legal expense obligations set out in the Article shall survive a member’s retirement or resignation in good standing from the Police Service.

40.10. Provided the member’s actions arise out of the member carrying out the duties of a Police Officer and do not constitute neglect or a gross disregard of his duties as a Police Officer the City shall provide legal counsel for any member subpoenaed to attend a Fatality Inquiry Board Hearing or other similar hearing. Where counsel for the City determines that 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.

40.11. In determination whether legal expenses and costs referred to in this Article are reasonable, the City will take into account the factors set out in Appendix V attached to this Agreement.

40.12. Where the City denies indemnification or reimbursement of legal expenses on the basis that the member was not carrying out the duties of a Police Officer or the member’s actions constitute neglect or a gross disregard of his duties as a Police Officer, the City will notify the member in writing as soon as practicable.

40.13. The legal expenses and costs in any proceedings shall be provided to the City on request within thirty (30) days of any such request. The legal expenses and costs shall be provided in a form satisfactory to the City.

#### 41. COPIES OF AGREEMENT

41.1. 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.

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

#### 42. GRIEVANCES

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

- 42.1.1. 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.

- 42.1.2. 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.
- 42.1.3. 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.
- 42.1.4. Step 4: In the event that the grievance cannot be settled, then either party shall have the right to submit the dispute to arbitration.
  - 42.1.4.1. 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.
  - 42.1.4.2. 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.
  - 42.1.4.3. 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.
  - 42.1.4.4. 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.
  - 42.1.4.5. 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.

- 42.1.4.6. The decision of the Arbitration Board shall be by majority vote and all decisions shall be final and binding upon the parties.
- 42.1.4.7. 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.
- 42.1.5. 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.
- 42.1.6. Any member wishing to have a hearing other than a written grievance shall be compelled to do so through representatives of the Association.
- 42.1.7. Any member may be represented by Counsel at any hearing as described in paragraph 42.1.5 of this clause.
- 42.1.8. Time limits for processing a grievance at any step may be extended by mutual agreement in writing.

Signed this \_\_\_ day of \_\_\_\_\_, 2019 on behalf of  
the City of Medicine Hat,

Signed this \_\_\_ day of \_\_\_\_\_, 2019 on behalf of  
the Medicine Hat Police Association,

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
President

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Secretary

APPENDIX I  
SALARY SCHEDULE

		January 1, 2017		
		Annual	Monthly	Hourly
Staff Sergeant	132%	127,955.11	10,662.93	61.51
Sergeant	120%	116,322.83	9,693.57	55.92
Senior Constable II	109%	105,659.90	8,804.99	50.80
Senior Constable I	105%	101,782.47	8,481.87	48.93
First Class Constable	100%	96,935.69	8,077.97	46.61
Second Class Constable	90%	87,242.12	7,270.18	41.94
Third Class Constable	80%	77,548.55	6,462.38	37.29
Fourth Class Constable	70%	67,854.98	5,654.58	32.63
Fifth Class Constable	60%	58,161.41	4,846.78	27.97

		January 1, 2018			December 31, 2018		
		Annual	Monthly	Hourly	Annual	Monthly	Hourly
Staff Sergeant	132%	130,514.21	10,876.18	62.75	133,777.07	11,148.09	64.32
Sergeant	120%	118,649.28	9,887.44	57.04	121,615.52	10,134.63	58.47
Senior Constable II	109%	107,773.10	8,981.09	51.81	110,467.43	9,205.62	53.11
Senior Constable I	105%	103,818.12	8,651.51	49.91	106,413.58	8,867.80	51.16
First Class Constable	100%	98,874.40	8,239.53	47.54	101,346.26	8,445.52	48.72
Second Class Constable	90%	88,986.96	7,415.58	42.78	91,211.64	7,600.97	43.85
Third Class Constable	80%	79,099.52	6,591.63	38.03	81,077.01	6,756.42	38.98
Fourth Class Constable	70%	69,212.08	5,767.67	33.28	70,942.38	5,911.87	34.11
Fifth Class Constable	60%	59,324.64	4,943.72	28.52	60,807.76	5,067.31	29.23

		December 31, 2019		
		Annual	Monthly	Hourly
Staff Sergeant	132%	136,452.61	11,541.62	65.60
Sergeant	120%	124,047.83	10,492.38	59.64
Senior Constable II	109%	112,676.78	9,530.58	54.17
Senior Constable I	105%	108,541.85	9,180.83	52.18
First Class Constable	100%	103,373.19	8,743.65	49.69
Second Class Constable	90%	93,035.87	7,869.28	44.73
Third Class Constable	80%	82,698.55	6,994.92	39.76
Fourth Class Constable	70%	72,361.23	6,120.55	34.79
Fifth Class Constable	60%	62,023.91	5,246.19	29.82

		July 1, 2020		
		Annual	Monthly	Hourly
Staff Sergeant	132%	138,499.40	11,541.62	66.59
Sergeant	120%	125,908.54	10,492.38	60.53
Senior Constable II	109%	114,366.93	9,530.58	54.98
Senior Constable I	105%	110,169.98	9,180.83	52.97
First Class Constable	100%	104,923.79	8,743.65	50.44
Second Class Constable	90%	94,431.41	7,869.28	45.40
Third Class Constable	80%	83,939.03	6,994.92	40.36
Fourth Class Constable	70%	73,446.65	6,120.55	35.31
Fifth Class Constable	60%	62,954.27	5,246.19	30.27

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 his 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 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 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 25<sup>th</sup> 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.

## APPENDIX IV

### PROBATIONARY TERMINATION PROCESS

Pursuant to Article 10.1 of the Collective Agreement, the following process guidelines shall be utilized when the Chief of Police contemplates making a recommendation to the Police Commission to terminate the services of a police officer on probation.

Step 1 – A Notice must be served on the police officer that identifies the Chief of Police is contemplating whether to make a recommendation to the Police Commission under section 4(3)(b) of the Police Act, Police Service Regulation, to terminate the services of a police officer on probation.

- Reasons must accompany the Notice and must be genuine and a true betrayal of concerns.
- Paraphrased or outlined concerns are sufficient.
- Documents supporting the reasons should be provided.
- The Notice will identify a date by which the police officer has to make any written representations to the Chief of Police.
- The Notice will identify a date and time by which the police officer has an opportunity to make any oral representations to the Chief of Police.
- The meeting is not a formal hearing, but an informal meeting at which the police officer has an opportunity to make oral arguments.
- The police officer must be provided sufficient opportunity to respond, dependant on the circumstances and amount of documentation.

Step 2 – The police officer makes written and/or oral representations to the Chief of Police. After completion of the written and/or oral representations made by the police officer, the Chief considers all circumstances and determines whether or not he is going to make a recommendation to the Police Commission.

- If the Chief determines he no longer wishes to make a recommendation to the Police Commission to terminate the services of a police officer on probation, he directs supervisors to develop a written plan to improve the member's efficiency and effectiveness as deemed appropriate.
- If the Chief determines that, based on all the circumstances, he wishes to make a recommendation to the Police Commission to terminate the services of a police officer on probation, he proceeds to Step 3.
- The Chief must make a good faith decision.

Step 3 – A notice is served on the police officer that the Chief of Police has made a recommendation to the Police Commission to terminate the services of a police officer on probation. The notice must contain reasons the Chief of Police believes the Police Commission should terminate the services of a police officer on probation and must be a be genuine and a true betrayal of concerns.

- Paraphrased or outlined concerns are sufficient.
- Documents supporting the reasons should be provided.
- The Notice must provide a date by which the police officer has to submit written representations to the Police Commission.
- The Notice must provide a date and time by which the police officer can meet the Police Commission or committee of Police Commissioners established for such a purpose, to make oral representations.
- The meeting is not a formal hearing, but an information meeting where the police officer is allowed to bring counsel and provide oral arguments.

- The police officer must be provided sufficient opportunity to respond dependant on the circumstances and amount of documentation.
- The Police Commission or committee of Police Commissioners established for the purpose must make a good faith decision.

#### Step 4 – Test for Dismissal

- The decision must be based on proper, fair and reasonable grounds after making a fair, honest and valid assessment of the police officer’s competence.
- The Police Commission must determine whether the police officer is able to meet the requirements of the position.
- The police officer is under a requirement to diligently apply themselves to the performance of tasks and demonstrate their ability to fit into the mould of the occupation. The Police Commission or committee must consider this.
- The Police Commission or committee must consider whether the police officer is efficient and well conducted.

#### Step 5 – Entitlement for Reasons

- The Police Commission or committee of Police Commission members established for the purpose will provide reasons for terminating the services of a police officer on probation. At a minimum they must refer to reasons the Chief of Police provided with his recommendation to terminate the police officer on probation.

## APPENDIX V

### FACTORS RE: DETERMINING REASONABLE LEGAL EXPENSES

Factors referred to in paragraph 40.11 of this Agreement that will be considered to assist in determining the reasonableness of legal expenses and costs include:

1. The nature of the proceedings;
2. The degree of seriousness of the allegations that gave rise to the proceedings;
3. The potential jeopardy of the member(s) involved in the proceedings;
4. The complexity of the proceedings, including the nature and number of legal and factual issues involved, the nature and number of witness, the degree of contest as to evidentiary matters, and the degree of contest as to credibility of witnesses, including professional expert witnesses;
5. The necessity, nature and number of models, tests and scientific evidence used;
6. The necessity and nature of any defence expert retained for the purpose of consultation, preparation of reports, preparation of affidavits, or providing testimony;
7. The number of members that are subject officers in the proceedings and whether one lawyer could have properly represented more than one member;
8. Whether any expenses could have been shared between members who are represented by separate legal counsel;
9. The length of time the proceedings and various steps in the proceedings took, including the urgency of any steps taken in the proceedings;
10. The strength of the case against the member involved in the proceedings;
11. The level of experience of the member's legal counsel in the particular type of proceedings;
12. The adequacy of the description of the services rendered and costs incurred in any statement of account or other documentation used to establish the legal expenses and costs involved;
13. The proportional relationship in comparing the legal expenses and costs claimed with the member's probable jeopardy in the proceedings;
14. Any other relevant factor that arises in the circumstances of a particular proceeding.

The weight assigned to various factors will depend on the circumstances of each particular case.