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COLLECTIVE AGREEMENT signed this _____ day of _____, A.D., **2009**.

BETWEEN:

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

OF THE FIRST PART

and

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

OF THE SECOND PART

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

DEFINITIONS

"Afternoon Court" shall be deemed to commence and conclude between 1:30 p.m. (1330 hours) and 4:30 p.m. (1630 hours).

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

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

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

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

"Court" shall mean any Federal, Provincial, Municipal, Civic Tribunal or Accident Review Board acting in a judicial or quasi-judicial capacity and shall include Federal, Provincial, Municipal or Police Service Inquiry or Hearing.

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

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

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

"Morning Court" shall be deemed to commence and conclude between the hours of 9:00 a.m. (0900 hours) and 1:30 p.m. (1330 hours).

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

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

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

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

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

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

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

PURPOSE AND COVERAGE

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

TERM OF AGREEMENT

1.01 This Agreement shall be in full force and effect and shall be binding upon The City of Calgary and the Association and their respective successors and assigns during the period from **2009 January 5**, and shall continue in full force and effect to **2011 January 2**, and from year to year thereafter, unless either party at any time not less than thirty (30) days and not more than ninety (90) days in any succeeding year, requires by notice in writing the other party to meet and bargain collectively and in good faith as provided for in the Police Officers Collective Bargaining Act.

RECOGNITION

1.02 (a) The City of Calgary recognizes the Association as the sole bargaining agent for and on behalf of all members covered under the scope of this Agreement.

1.02 (b) The Association recognizes that it is the function of the Chief of Police to exercise the regular and customary functions of management, to direct the work and deploy manpower resources of the Calgary Police Service subject however to the terms of this Agreement.

VACATION ENTITLEMENT

2.01 (a) In order to establish a standard January 1 vacation credit date, all new members covered by this Agreement shall be entitled to a pro-rated vacation in their second calendar year of continuous employment calculated according to the length of continuous employment during their first calendar year of employment as follows:

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

A calendar year is defined as a standard 1 January - 31 December.

2.01 (b) Vacation entitlement is as follows:

YEARS OF CONTINUOUS SERVICE	HOURS OF ANNUAL VACATION
Less than 1 year	Pro-rated as per Clause 2.01(a)
1 – 6	120
7 – 15	160
16 – 23	200
24 or more	240

ACCUMULATION OF ANNUAL VACATION

2.01 (c) Members, upon being entitled to one hundred and twenty (120) hours of annual vacation shall be entitled, upon written request, to save and carry forward to a predetermined vacation period forty (40) hours of annual vacation per annum to a maximum of two hundred and forty (240) hours, subject to the needs of the Police Service.

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

If a member has accumulated in excess of the allotted maximum bank as of November 30 of a calendar year, the member shall be paid out in December of that year at the member's present salary.

2.01 (d) If employment is terminated and proper notice given, members shall be entitled to vacation pay on the following pro-rata calculation:

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

2.01 (e) A member, who is in receipt of:

(i) full LTD benefits;

or

(ii) full WCB benefits after 119 calendar days;

shall not accrue vacation entitlement.

However, a member who is in receipt of partial WCB or partial LTD benefits and is working part-time shall accrue vacation entitlement as if he/she were working full-time.

STATUTORY HOLIDAYS

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

2.02 (b) In addition to the foregoing, any member working on Christmas Eve on a relief, the major portion of which falls between 5:00 p.m. (1700 hours) and 5:00 a.m. (0500 hours) Christmas Day shall be entitled to five (5) time credits, in addition to his regular salary.

2.02 (c) In addition to the foregoing, any member working on New Year's Eve on a relief, the major portion of which falls between 5:00 p.m. (1700 hours) New Year's Eve and 5:00 a.m. (0500 hours) January 1, shall be entitled to five (5) time credits in addition to his regular salary.

2.03 All members shall become entitled to all of the statutory holidays hereinbefore set forth without loss of pay after the completion of thirty (30) calendar days of service except when on leave of absence. No benefit shall be granted to any member for any statutory holiday, if the member is absent the working day immediately before or immediately following the holiday, unless he has prior permission **for purposes of receiving Statutory Holiday pay, medical documentation from a doctor or a licensed nurse confirming the employee was unable to attend work due to illness or injury.** If a statutory holiday falls during a period of approved sick leave, the member shall receive only his regular S & A pay for which he is eligible.

2.04 If any of the foregoing holidays falls on a regular day off of a member of the Police Service, he shall be entitled to receive eight (8) time credits. A member who is in receipt of full LTD benefits or full WCB benefits shall not be entitled to the eight (8) time credits. However, a member who is in receipt of partial WCB or partial LTD benefits and is working part-time shall be entitled to receive eight (8) time credits for such holiday.

2.05 Any member who works on a statutory holiday shall be entitled to receive, in addition to his regular salary, two (2) time credits for each hour worked.

2.06 If any of the foregoing holidays falls during the annual vacation of any member of the Police Service the member shall be entitled to receive eight (8) time credits.

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

MEAL ALLOWANCE

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

WORKING CONDITIONS

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

- (i) **four (4) reliefs of ten (10) hours each; or**
- (ii) **as is common and past practice at the sole discretion of the Chief of Police, five (5) reliefs of eight (8) hours each for training courses, major and/or special events, Stampede Week, etc.; or**
- (iii) **combination of twelve (12), ten (10) and/or eight (8) hour reliefs over a defined period of weeks.**

3.01 (b) The regular work day shall include reporting time and provide each member a one-half (1/2) hour meal period in each daily work relief.

3.01 (c) Subject to the needs of the Police Service, and at the discretion of the Chief of Police, the regular workweek may be modified to meet specific needs of the Police Service. Prior to the implementation of any such scheduling, the Board of Directors of the Calgary Police Association will be informed of all particulars. The Association retains the right to pursue the difference to Arbitration.

3.01 (d) Members working a schedule other than a five (5) reliefs of eight (8) hours work schedule will receive prorated benefits and entitlements equivalent to, but not greater than, members working a (5) reliefs of eight (8) hours work schedule.

It is understood that the provision of work schedules, other than a (5) reliefs of eight (8) hours work schedule, is on the basis of "no loss, no gain" to the parties.

3.02 (a) The shifts of all members shall be changed in rotation no later than every third Sunday, except members required to work a regular day relief, or unless otherwise mutually agreed.

3.02 (b) Any relief, which commences after 5:30 a.m. (0530 hours) and prior to 11:30 a.m. (1130 hours), will be referred to as the Day Relief.

3.02 (c) Any relief, which commences after 11:30 a.m. (1130 hours) and prior to 5:30 p.m. (1730 hours), will be referred to as the Afternoon Relief.

3.02 (d) Any relief, which commences after 5:30 p.m. (1730 hours) and prior to 5:30 a.m. (0530 hours), will be referred to as the Night Relief.

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

3.04 Except where days off on a shift are Sunday and Saturday, and except where a member agrees to change his days off, all days off shall consist of consecutive calendar days. Members may split their days off providing it is mutually agreed upon by the member and his supervisor.

3.05 (a) All members shall be given personal and reasonable notice of any change in their work relief preceding the change, unless otherwise agreed between the member and his supervisor. No member shall be required to leave work at a time earlier than the normal termination time of such relief, excepting in circumstances where the member's employment is terminated or the member is put on suspension.

3.05 (b) Subject to the needs of the service, duty rosters will be posted at least eight (8) weeks in advance of being worked.

Duty rosters shall not be changed to avoid the payment of call-out, overtime, or court time.

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

3.07 (a) No member shall be requested or permitted to do Police work at any time except under and pursuant to the terms and conditions of this Agreement.

3.07 (b) A member shall be covered by the scope of this Agreement if in the judgement of the Chief of Police said member was required to act in the lawful execution of his sworn duties as a Police Officer during his off-duty hours.

3.07 (c) If a member suffers property damage or loss and if in the sole judgement of the Chief of Police such damage is a result of the member's employment as a Police Officer, he shall receive reasonable compensation for such damage or loss.

GRIEVANCE PROCEDURE

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

STEP 1 The individual member or group of members, or the Association, shall present the grievance orally or in writing to the immediate supervisor. If a satisfactory settlement is not reached within five (5) working days the grievance may proceed as follows:

STEP 2 Within ten (10) working days the aggrieved member, or group of members, or the Association may present the grievance in writing to the appropriate Inspector in charge of the member's work section. The Inspector shall render his decision in writing within ten (10) working days. If a satisfactory settlement is not reached, the following step may be taken at any time within ten (10) working days.

STEP 3 If a settlement satisfactory to the member (or group of members) has not been reached the member shall have the right to take the grievance up with the Association. If after the investigation, the Association considers the grievance to be a just one, it shall have the right to be heard by the Chief of Police or designated Deputy Chief. In making application for a hearing the Association shall deliver to the Chief of Police or designated Deputy Chief within fifteen (15) working days of the time the grievance was brought to its attention, a statement which shall include an outline in writing of the grievance. The hearing shall be held within fifteen (15) working days of the date the application is received. The Chief of Police or designated Deputy Chief shall, within fifteen (15) working days following the end of such hearing, give his decision in writing to the Association.

STEP 4 If a settlement satisfactory to the Association or The City has not been reached, either of the parties may notify the other party in writing within twenty (20) working days of its intent to submit the grievance to an Arbitration Board. The Arbitration Board shall be comprised in accordance with the Police Officers Collective Bargaining Act.

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

4.02 Grievances not submitted within sixty (60) days after the circumstances giving rise to such grievance occurred or should reasonably have been known, shall not be considered.

4.03 Where the parties mutually agree, a single arbitrator may be appointed in accordance with the Police Officers Collective Bargaining Act.

4.04 The time limits as set out in the grievance procedure may be extended by any longer period which is mutually agreed to by the parties. In addition, steps 2 through 3 can be by-passed if mutually agreed to by the parties.

VACANCIES AND PROMOTIONS

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

5.02 Other than in the case of new recruits to Constable 5th class - 1st year, no vacancies shall be filled or promotions made from outside the members covered by the scope of this Agreement provided that such member has the ability to perform the work.

5.03 To be eligible for promotion to any rank, any member must write and pass examinations as set by the Chief of Police and must have **two and one half (2 1/2) years** continuous service **with the Calgary Police Service and must be confirmed in his present rank.**

5.04 To be eligible to write the examinations referred to in Clause 5.03, a member must have at the time of writing the examination five (5) or more years of continuous service with a Police Service **and be confirmed in his present rank.**

5.05 The promotional process shall be based upon recommendations of a Board of Officers appointed by the Chief of Police. The Board of Officers shall sit as required, but in any event, not less than once per calendar year to review and assess those eligible for promotion.

5.06 Where a member is engaged mainly in duties of a technical nature, the examination may be chiefly a technical examination.

5.07 The object of any examination will be to test the educational and theoretical knowledge of the member, but the fact that any member has written the examinations does not entitle him to promotion, or to promotion before another member who has written the examination at a later date.

5.08 All promotions shall be made on the basis of ability to perform the work, merit and seniority. Where ability to perform the work and merit are relatively equal, seniority will be the determining factor.

5.09 (a) Members covering a higher rank for at least one-half (1/2) of a full relief, shall be appointed to the appropriate temporary acting rank and shall be entitled to all pay and allowances for such rank as set forth in this Agreement, for hours worked in that capacity. Further, upon completing six (6) consecutive months of appointment to such higher rank and continuing such appointment, a member shall receive leave with pay at the rate of the higher rank.

5.09 (b) Any member covering a higher established rank must have successfully passed the promotional examination for that rank.

5.10 No member shall be promoted to any rank through any process other than that which is outlined in Section 5 of this Agreement.

REJOINING

6.01 Any member who leaves the Calgary Police Service, may within **two (2) years** of leaving and subject to the approval of the Calgary Police Service, **be re-hired** in the Calgary Police Service at the rank that the member left provided the member has the ability to perform the work and provided that a position is vacant such that the member rejoining does not displace someone who has filled the position or is on probation.

Any former Calgary Police Service member who is rehired to the Calgary Police Service within one (1) year of departure shall be credited with their prior service for the purposes of annual leave and seniority. This prior service will be deemed to be continuous service for the purposes of Clauses 5.03, 5.04 **and 13.07**.

Any former Calgary Police Service member who is rehired to the Calgary Police Service between one (1) year and two (2) years of departure shall be credited with their prior service for the purposes of annual leave, and seniority. This prior service will be deemed to be continuous service for purposes of Clauses 5.03 and 5.04. However, the rehired member upon becoming eligible via the promotion exam may act in a higher classification but will not be eligible for permanent promotion to a higher classification for a twenty-four (24) month period after rehire.

6.02 Experienced Police Officers with a minimum of two (2) full years of experience, including basic training, with another Police Service may be hired at the rate of pay consistent with their complete years of experience, but no higher than the First Class Constable rate **and commensurate recognition of up to 4 years service for vacation purposes**. Basic training may be abbreviated. Except for the wage rate **and vacation** as stated above, all service-related entitlements and benefits, such as seniority, and service in rank **will** commence in the same manner as they do for a new

member **who has no previous police service. This prior service will be deemed to be continuous service for the purposes of Clauses 5.03, 5.04 and 13.07.**

DISCRIMINATION

7.01 The City of Calgary agrees that there shall be no discrimination against any member because of his being a member of the Association. The Commission, the Chief of Police or Supervisory Staff shall not make notations on the personal record of any member concerning Association activity unless it interferes with his work to the extent that a warning or notation is required. Where a warning or notation is required, the member shall be given a copy of the notation and a copy shall also be forwarded to the Association.

CHECK-OFF

8.01 The City of Calgary shall deduct and forward to the Association on a bi-weekly basis an amount equivalent to membership dues and Life Insurance premiums for every person employed within the scope of this Agreement.

OVERTIME AND COURT TIME

This section's purpose is to establish the overtime conditions that are particular to a **regular work week** schedule and those working conditions established as per Clause 3.01.

9.01 (a) All members shall have the option of receiving one (1) hour's pay for each time credit earned or accumulating time credits up to one hundred and sixty (160) hours. Subject to the needs of the Police Service, members will be allowed to take their accumulated time off when requested, provided reasonable notice of intention to take time off is given. In the event the requested time off is refused to the member, the supervisor will notify the member in writing outlining the reason(s) for the decision.

9.01 (b) When time credits in excess of one hundred and eighty-five (185) have been accumulated by any one member, such member will be paid for all time credits over one hundred and sixty (160) at the rate of one (1) hour's pay for each such time credit.

OVERTIME

9.02 (a) All hours a member is authorized to work in excess of their normal scheduled daily or weekly hours shall be overtime. Any member who works such authorized overtime shall be entitled to two (2) time credits for each hour of overtime worked on a daily basis. Overtime will be calculated on the basis of six (6) minutes equalling one-tenth (1/10) of an hour.

9.02 (b) All hours a member is authorized to work in excess of their normal scheduled daily or weekly hours shall be overtime, except where changes in days off or hours of work have been made as a result of a mutual change.

9.02 (c) Any member working a relief as a result of a mutual change shall be entitled to overtime for any hours worked in excess of the normal scheduled daily hours per relief.

SPECIAL DUTY ROSTER

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

CALL-OUT

9.03 (b) Where extra duty is ordered and it either precedes a member's regular relief by more than two (2) hours or does not immediately follow his regular relief, the member shall be entitled to two (2) time credits for each hour of such extra duty. However, if the member is called out for less than two and one-half (2 ½) hours, that member will be entitled to a minimum of five (5) time credits for such extra duty.

9.03 (c) A member who is given a statutory holiday off in lieu of a regularly scheduled relief, and is called out on that same statutory holiday, will be allowed the opportunity to work an entire shift commencing at the time the member arrives for duty, with the compensation as per Clause 2.05. If the member does not wish to work an entire shift, then "Call Out" time credits as per Clause 9.03 (b) will be applied.

COURT ATTENDANCE

9.04 DAY OFF - When a member is required to attend Court on an off duty day, he shall be entitled to not less than eight (8) time credits for one (1) Court appearance, either at morning Court or afternoon Court, and not less than fourteen (14) time credits for Court appearances at both morning Court and afternoon Court.

9.05 NIGHT RELIEF - When a member who is assigned to night relief is required to attend Court, he shall be entitled to not less than six (6) time credits for attendance at morning Court and not less than six (6) time credits for attendance at afternoon Court.

9.06 AFTERNOON RELIEF - When a member who is assigned to afternoon relief is required to attend Court, he shall be entitled to not less than four (4) time credits for attendance at morning Court and not less than three (3) time credits for attendance at afternoon Court unless such Court attendance shall commence and conclude within his regular hours of duty, in which case no time credits will be granted.

9.07 When a member who is assigned to a relief which commences between 2:00 p.m. (1400 hours) and 9:00 p.m. (2100 hours) attends both morning and afternoon Court of the same day, he shall be entitled to receive time credits consistent with the relief to which he is assigned or if he so desires and the needs of the Police Service permit, completion of his required attendance in Court shall be deemed to be his work relief for that day.

COURT ATTENDANCE - SWING SHIFT

9.08 When a member is assigned to work a relief known as a "Swing Relief" and he is required to appear in Court, he shall receive Court time consistent with the relief to which he is assigned for the day, except when the member has just completed a night relief and is assigned to the following afternoon relief, in which case he shall receive Court time at the rate of seven (7) time credits for a morning appearance.

COURT ATTENDANCE - WHEN ON ACCUMULATED TIME

9.09 (a) When a requested accumulated time off and a Court appearance fall on the same day, a member shall have the option of cancelling his request for accumulated time or receive not less than three (3) time credits for attendance at a morning Court session and not less than three (3) time credits for attendance at an afternoon Court session.

This applies only if the accumulated time taken falls during hours of Court. If accumulated time taken falls outside of regular court hours, then hours earned will be based on the shift the member would have worked.

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

9.11 Every reasonable effort shall be made to give a member eight (8) hours notice of a cancellation or change in a Court Appearance. In the event that a member does not receive eight (8) hours notice he shall receive two (2) time credits. It is understood that the foregoing shall not apply in the case of a member who is given notice prior to the termination of his relief.

9.12 (a) If a member is brought back for duty during his vacation he shall be entitled to sixteen (16) time credits for attendance at one (1) or more Court sessions or any other required official duties, for each day of said service.

9.12 (b) If a member is vacationing outside the city limits of Calgary, and is brought back for duty during his vacation for attendance at one (1) or more Court sessions, or any other required official duty, he shall be entitled to, in addition to the time credits

provided for in 9.12 (a), an additional eight (8) time credits per day of travel, provided that it is necessary for the member to travel on a day or days other than those on which his attendance is required pursuant to this clause.

9.12 (c) Where a member who is on leave of absence or is retired is required to attend court in relation to his obligations as a member (or retired member) of the Calgary Police Service, he shall receive four (4) time credits or its cash equivalent for each morning or afternoon court appearance. Subject to Clause 9.01, a member shall have a choice of whether to receive time credits or its cash equivalent. A retired member will receive the cash equivalent to the time credits.

9.13 All necessary and reasonable travel expenses, including food and lodging actually incurred by a member in returning from vacation to undertake any duty required of him during annual vacation shall be paid by the Commission, and including, where applicable, all such expenses in returning to the place from which such member had to return to undertake such duty provided, however, that in order to qualify for such allowances, a member must advise his Inspector in writing at the earliest possible date of any court appearance or other police duty which requires his attendance during his annual leave. In order to qualify for the aforementioned expense a member must advise his Inspector of the amount of such expense within thirty (30) days of his return to duty.

9.14 Any member who, having been charged with a disciplinary offence, is subsequently exonerated of all charges shall be entitled to court time for all appearances, subject to the Court Attendance provisions of this Agreement.

9.15 A member who is required to attend court during a period of approved sick leave shall not be entitled to receive time credits for such attendance.

STANDBY TIME

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

SERVICE PAY

10.01 Each member shall, in addition to his salary, be paid service pay based on the member's continuous years of service with the Calgary Police Service at the following rate:

- | | | |
|---|---|-------------------|
| 1) After 5 years of continuous service | - | \$ 60.00 annually |
| 2) After 10 years of continuous service | - | \$120.00 annually |

- | | | |
|---|---|-------------------|
| 3) After 15 years of continuous service | - | \$180.00 annually |
| 4) After 20 years of continuous service | - | \$240.00 annually |
| 5) After 25 years of continuous service | - | \$300.00 annually |
| 6) After 30 years of continuous service | - | \$360.00 annually |
| 7) After 35 years of continuous service | - | \$420.00 annually |

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

CLOTHING

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

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

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

11.04 (a) Subject to the following conditions, The City of Calgary shall reimburse members for the purchase and dry cleaning of clothing when they are required to perform their duties in plainclothes on a year round basis.

Reimbursement for the purchase of clothing shall not exceed five hundred dollars (\$500) during each period of January 1 to June 30 and July 1 to December 31 of each year. Clothing reimbursement shall be paid in lieu of clothing and equipment as per Schedule "B".

An allowance of ten dollars (\$10.00) per week for dry cleaning purposes shall be paid when the Clothing Allowance payment is processed.

11.04 (a)(i) Members who are required to perform their duties in plainclothes on a partial yearly basis will be paid a clothing allowance based on two hundred and eight (208) reliefs to a maximum of four dollars and eighty one cents (\$4.81) (in lieu of clothing and equipment as per Schedule "B") and a dry cleaning allowance of two dollars and fifty cents (\$2.50) per relief. These allowances shall not be paid for the first sixteen (16)

reliefs. However, when the member works more than sixteen (16) reliefs in a calendar year, the allowances will be backdated to include the first sixteen (16) reliefs. These allowances shall be paid at the end of the calendar year or at the end of the member's assignment and shall not require the presentation of receipts.

11.04 (b) For the purpose of this clause, a calendar year will be deemed to consist of two hundred and sixty-one (261) working reliefs (January 1 to December 31).

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

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

LEAVE OF ABSENCE

12.01 (a) Any member desiring a leave of absence for any period shall apply in writing to the Chief of Police.

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

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

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

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

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

Premium rate, amount, and required benefit coverage on a leave of absence, shall be determined by the Municipal Employees Benefit Association of Calgary (MEBAC).

Pension fund assessments shall be in accordance with the Special Forces Pension Plan provisions and regulations.

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

12.03 (a) When it is necessary for a member to make application for leave of absence to perform duties of any office of the Association, such requests shall have priority over all other applications.

12.03 (b) If requested by the Association, the Association President, or one (1) other member of the Board of the Association, or both, shall be granted an indefinite leave of absence for Association duties. A member granted such leave for Association duties shall continue to be paid by The City and subsequently, the Association shall reimburse The City.

12.03 (c) While the particular member(s) are on special full-time leave of absence to attend to Association duties they shall be allowed to accumulate seniority rights with the only restriction that upon return to active duty with the Police Service they are not allowed to 'bump' other members from positions that were filled prior to such return to duty.

12.03 (d) Upon return to active duty, the member shall be given the right to exercise his seniority to the first available position and/or vacancy that he may have entitlement to.

12.03 (e) The above should not be construed to mean that a member on such full time leave of absence for Association business is precluded from entering into competition for promotions to the Senior Officer ranks or other Civic 'Exempt' positions during the course of his absence. To the contrary, if the member(s) desire(s) to enter such a competition and is successful they will immediately assume the position, thereby, resigning the Association Office and terminating the special leave of absence.

12.03 (f) Members who are on full time leave of absence for Association business will

be eligible for all benefits that come under the jurisdiction of the Municipal Employees Benefit Association of Calgary (MEBAC) and therefore subject to the provisions and/or conditions that Civic employee(s) are subject to while a member of the Municipal Employees Benefit Association of Calgary (MEBAC). It will be incumbent upon the member(s) and/or the Association to accept the full responsibility for all levies, both member's and employer's share pertinent to said benefits.

12.03 (g) Such member(s) on special leave of absence to perform Association business will not be given the opportunity to opt 'in or out' of the Municipal Employees Benefit Association of Calgary (MEBAC) and as such will be subject to the terms of reference thereof.

12.03 (h) Such member(s) on special leave of absence to perform Association business will be eligible for all pension benefits and therefore subject to the Special Forces Pension Act. It will be incumbent upon the member and/or the Association to accept the full responsibility for all pension contributions, both member's and employer's share; pertinent to said Pension Plan.

MATERNITY LEAVE

12.03 (i)

(a) A permanent employee who is pregnant shall be entitled to maternity leave without pay for a period not to exceed fifteen (15) weeks. During the first six (6) months of her pregnancy a permanent employee shall apply in writing for maternity leave, including advice to her Business Unit of the estimated delivery date and her date of commencement of maternity leave. Maternity leave shall commence at the time designated by the employee, within twelve (12) weeks of the estimated delivery date, except under circumstances in 12.03(i)(b).

During the absence of an employee on approved maternity leave, such employee shall continue to accrue service and seniority with no decrease in status but without claim to any promotions effected during her absence on leave.

When an employee has been granted maternity leave, she will be required to pay her own share of premiums for the applicable benefits under the Municipal Employees Benefit Association of Calgary plan in order to maintain benefit coverage. Benefit premiums are to be paid in advance and shall be based on the employee's average earnings over a period of six (6) months immediately preceding the date of such maternity leave.

(b) A permanent employee who is pregnant shall not continue in her position

following such time as, in the opinion of the City Medical Officer and in consultation with her personal physician, her ability to carry out her assignments is limited by her pregnancy (including premature birth). At this time the employee shall commence maternity leave if she is within twelve (12) weeks of the estimated delivery date.

- (c) A permanent employee returning to work from maternity leave shall give the City two (2) weeks notice in writing of the day on which she intends to resume employment and shall be reinstated to the position held at the time maternity leave commenced or with alternate work of a comparable nature. At the City's request, the employee returning to work will provide a medical certificate indicating that the resumption of work by the employee will not endanger her health.
- (d) An employee who has not yet attained permanent status, but who has completed six (6) months or more consecutive service may apply, and at the discretion of management, be granted maternity leave without pay on the same conditions as a permanent employee. If granted maternity leave, and upon returning to work from such leave, the employee shall be provided with work of a comparable nature at not less than the same salary and other benefits that had accrued to the employee prior to commencing maternity leave.

PARENTAL LEAVE

A natural or adoptive parent, who is a permanent employee or a non-permanent employee with at least six (6) months continuous service is entitled to an unpaid parental leave of up to thirty-seven (37) weeks for the care of a newborn or adopted child. Parental leave may be available within the year that the child arrives home. If The City employs both parents, they may share the leave, with the total not to exceed thirty-seven (37) weeks. The parents may be granted leave simultaneously, subject to operational requirements. During this leave of absence, the employee's service and seniority will continue to accrue and The City will continue to pay its share of the benefit premiums.

PATERNITY LEAVE

An employee, upon request, may be granted leave of absence with pay for one (1) day for the purpose of attending the birth of his child, or for attending to the release from hospital of his spouse who has given birth, or on the day on which he first obtains custody of the child being adopted.

COMPASSIONATE LEAVE

12.03(j) Leave of absence with pay of up to seven (7) consecutive days may be permitted by the Police Officer's District/Section Commander or designate on request, arising from the death of a member of their immediate family including the member's partner or spouse, mother, father, brother, sister, child, grand-parent, mother-in-law, father-in-law, step-child, grandchildren and step-parent. Compassionate leave with pay may be granted to a member on the death of a grandparent-in-law, sister-in-law, brother-in-law, aunt or uncle.

In the event that additional time is necessary for compassionate purposes, a member may request additional days of leave of absence and such additional days may be granted at the discretion of the Chief of Police.

TIME OFF FOR MEETINGS

12.04 When a member of the Board of Directors of the Association is required to attend a meeting, a hearing, an inquiry or a request for information and such is at the request of the Commission, the Chief of Police or the Executive Office, the Board member or the Association shall be compensated for such time as follows:

- (a) When a member is on duty he shall be compensated for attendance on a straight time basis as if he were on duty. At the completion of the meeting he shall complete the remainder of his regular relief.
- (b) If a member is on duty and the meeting runs beyond the normal completion of his relief, the excess time will be credited to the account of the Calgary Police Association on a straight time basis, that is, no premiums, penalties or interest to be paid.
- (c) If a member is not on duty the Association will be credited for the time required by the off duty member at said meeting(s) on a straight time basis, that is, no premiums, penalties or interest to be paid.

12.05 The Association will from time to time request members be placed on special leave to attend to the business affairs of the Association. To ensure that the member will suffer no loss in regular earnings and fringe benefits, The City of Calgary will pay the member his regular salary on a straight time basis. The City of Calgary will invoice the Association on a quarterly basis, for the regular earnings and fringe benefits of the member.

PUBLIC COMPLAINTS INVESTIGATOR

12.06 The Association may request that a member be placed on special leave and designated to assist members with the investigation of public complaints made against them pursuant to the Police Act and Police Service Regulations. To ensure that the member will suffer no loss in regular earnings and fringe benefits, a member granted such leave for Association duties shall continue to be paid by The City and subsequently, the Association shall reimburse The City.

REMUNERATION

13.01 Each member shall be paid the wage or salary at the rate specified in the attached Schedule "A".

13.02 Salary shall be paid to members' bi-weekly.

13.03 Each member shall be paid in accordance with Schedule "A".

13.04 **Effective 2009 January 5** shift differential shall be paid as follows:

(a) Afternoon relief at **eighty cents (\$0.80)** per hour.

(b) Night relief at **ninety cents (\$0.90)** per hour.

Effective 2010 July 5, shift differential shall be paid as follows:

(a) Afternoon relief at **ninety cents (\$0.90)** per hour.

(b) Night relief at **one dollar (\$1.00)** per hour.

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

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

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

13.06 To qualify to enter the Senior Constable classification the member must have completed **eight (8)** years of continuous service as a Police Officer with the

Calgary Police Service since most recent date of hire, hold the rank of First Class Constable and be qualified through passing the Senior Constable classification examination with the required marks.

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

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

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

LEGAL EXPENSES & INDEMNIFICATION

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

- (a) such action arises out of the member's action while engaged in his duties as a Police Officer; and
- (b) such action did not constitute a gross disregard or neglect of his duties as a Police Officer; and

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

- (a) such investigation arises out of the member's action while engaged in his duties as a Police Officer;
- (b) such action did not constitute a gross disregard or neglect of his duties as a Police Officer; and
- (c) the member has been first Chartered and Cautioned in the criminal investigation.

14.03 The City of Calgary shall indemnify and save harmless any member from any action, claim, cause or demand whatsoever that may be made or arises out of the member carrying out the duties of a Police Officer except where the action of the

member constitutes a gross disregard or neglect of his/her duties as a Police Officer.

14.04 A member may be personally disciplined pursuant to the Police Service Regulations of the Police Act. Where a question arises whether such discipline is in accordance with the Police Service Regulation or the Police Act, the matter should follow the appeal procedure as outlined in the said regulation and act. In the event that a court judgement or LERB decision is obtained which rules that the matter referred is not in accordance with the Police Service Regulation or Police Act, The City of Calgary shall be liable for all legal costs, fees or expenses. In all other cases, the member will be responsible for all his attendant costs.

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

14.06 The provisions of this Article 14 apply to retired members who incur costs and expenses in respect to actions they undertook while engaged in the execution of their duties as Police Officers.

14.07 The City of Calgary shall have the right to tax all accounts for which it is liable pursuant to the provisions of this Article 14.

PENSIONS

15.01 (a) Pension benefits and terms and conditions relative thereto are as set forth in the Special Forces Pension Act and Regulations.

15.01 (b) The City shall pay 1.1% of the rate contribution. The remainder of the contribution rate as set forth in the Special Forces Pension Act and Regulations made thereunder shall be shared equally between the members and The City of Calgary.

DISMISSALS

16.01 Any member who is going to be dismissed shall be advised that he has the right to have a representative of the Association present when he is given reason for his dismissal. Members in Classifications With Rank (Schedule "A") shall be entitled to a hearing before the Chief of Police.

16.02 In the presence of management and at reasonable times, a member shall have the right to see his official personnel file held in the Human Resources Section of the Calgary Police Service. Members may have copies of any information in their file

addressed to them personally, after payment of any copying charge.

Provided permission is granted by the member, and provided the Association is representing the member in a disciplinary matter, a representative of the Board of Directors of the Calgary Police Association may accompany such member when reviewing the personnel file.

CLASSIFICATIONS

17.01 The parties agree to accept the Classification and Salary Schedule as shown in the attached Schedule "A".

17.02 The Commission has the right to set pay rates on new or significantly changed jobs and such decisions shall be subject to Association appeal under the Grievance Procedure.

17.03 Any classification created during the term of this Agreement whose bargaining area is covered by the Association shall be subject to Grievance Procedure. Rates and conditions shall be effective as of the date of the establishment of the classification.

PLURAL OR FEMININE TERMS MAY APPLY

18.01 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.

LAYOFF AND RECALL PROCEDURES

19.01 In case of a reduction of the establishment or layoff affecting the ranks of Staff Sergeant, Acting Staff Sergeant, Patrol Sergeant and Acting Patrol Sergeant, or Detective and Acting Detective, the most junior officer in each rank shall be the first to be transferred to the next lowest rank. Upon each such demotion-taking place, that officer shall become the senior man in the new lower rank. In case of the reduction of the establishment or layoff affecting the rank of a Constable, the most junior Constable shall be the first to be laid off. In case of recall, the most senior officer transferred to a lower rank shall be the first to be transferred to his former rank, and the most senior person laid off shall be the first to be recalled.

TRANSPORTATION

20.01 Members shall be transported to and from their home by Department

arrangement within the City limits during the time that Public Transportation is not available.

COLLECTIVE AGREEMENT PRINTING

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

JOB SHARING

22.01 Any two (2) members of the Calgary Police Service may make application to enter into a 'job sharing' arrangement whereby the two (2) members share the pay, allowances and hours of work of a single position. Subject to operational requirements, the Service may agree to such job sharing arrangements, either on a trial or ongoing basis, with the understanding that no significant additional cost, inconvenience or loss of operating efficiency shall accrue to the Calgary Police Service as a result of the job sharing arrangement. Both members participating in a job sharing arrangement (the "participants") must be qualified for the position they wish to share. Both participants must also have achieved and will maintain permanent employment status with The City of Calgary.

22.02 The participants will be eligible for the entitlements and benefits contained in the Collective Agreement with the following exceptions: 2.01 (b), 2.02, 2.04, 2.06, 3.01 (a), 5.03, 5.04, 5.09 (a), 9.02 (a) and (b), 9.04 through 9.15, 10.01, 11.01, 11.04, 13.06 (a) and 13.06 (b), and 13.08.

22.03 With respect to Article 2.01 (b), vacation entitlement and pay will be as follows:

- (a) After one (1) calendar year's service: three (3) weeks vacation time off. Vacation pay during these three (3) weeks is an amount equal to six percent (6%) of the participant's regular wages for the vacation anniversary year.
- (b) After an accumulation of **14,616** hours (**7** years accumulated service): four (4) weeks vacation time off. Vacation pay during these four (4) weeks is an amount equal to eight percent (8%) of the participant's regular wages for the vacation anniversary year.
- (c) Further increases to the vacation entitlement will occur once the accumulated service hours reach the equivalent of the full-time hours corresponding to the number of service years listed in the Collective Agreement.

22.04 With respect to Article 2.02, 2.04 and 2.06 pertaining to statutory holidays and Christmas and New Year's Eve, the employer will not assume additional costs in statutory holiday pay or holiday premiums beyond that which would be paid to one (1)

full-time position. Each participant will receive no more than one-half (1/2) of a full-time member's entitlement to statutory holiday pay and holiday premiums on an annual basis (i.e., 12 statutory holidays x 8 time credits x .5 = 48 time credits and 2 vacation premiums x 5 time credits x .5 = 5 time credits).

Article 3.01 (a) defining a regular work week as five (5) work reliefs of eight (8) hours each or four (4) reliefs of ten (10) hours each does not apply but rather each participant will be scheduled to work an average of eighty (80) hours each over a four (4) week cycle.

22.05 Articles 5.03, 5.04, 10.01 and 13.07 all refers to the completion of years of service. For the duration of a job sharing arrangement, service will be accumulated by hours worked and added to each participant's prior service. Seniority will also be accumulated by hours worked and added to each participant's prior seniority.

22.06 Article 5.09 (a) refers to "six (6) consecutive months of appointment...". In order for Article 5.09 (a) to be applied to either participant, a total of 1,044 hours, equivalent to six (6) months of full time service, would have to be accumulated. Similarly, Article 13.06 (a) and (b) provide for an allowance to be paid to Constables assigned to the Communications Section once six (6) months of continuous service has been completed. In the case of job sharing arrangements, the participants shall be eligible for this allowance once each has completed 1,044 hours, the equivalent of six (6) months of full time service.

22.07 Articles 9.02 (a) and (b) reference overtime being applicable after eight (8) or ten (10) hours per day or forty (40) hours per week. For the purpose of a job sharing arrangement, overtime shall be paid when daily hours exceed the regular scheduled hours per shift (8 or 12 hours) or when the hours exceed an average of eighty (80) hours over a four (4) week cycle.

22.08 Articles 9.04 to 9.15 reference court attendance. Job share participants shall receive only one-half (1/2) of the time credits stipulated in the Collective Agreement (to the nearest whole time credit) for full time staff.

22.09 The contractual entitlement to clothing issue (as per Article 11.01), a dry cleaning allowance (as per Article 11.04) and/or allowance for purchasing plainclothes as per Article 11.04 (a), (a)(i), and (b) shall be divided between the two (2) participants in such a way that the total cost to the employer does not exceed what would have been issued/paid to one regular full time member.

22.10 Job sharing arrangements shall be subject to an initial 1-year trial period. In the event that the employer or one (1) of the participants does not want to continue the arrangement within the trial period that party shall provide thirty (30) days written notice to the others of their intention to discontinue the arrangement. Should this occur, the

terms and conditions of employment for each participant shall be as they were prior to the commencement of the trial period.

SAFETY

23.01 Members shall have the option of accepting ride-alongs on a voluntary basis; however, nothing shall require a member to accept a ride-along.

OCCUPATIONAL INJURY COMPENSATION

24.01 The City of Calgary agrees that members, who sustain an occupational injury while carrying out their duty as a Police Officer, shall receive such compensation that will equal their regular take home pay, provided however, that they agree to assign all Workers Compensation Board and/or MEBAC benefits to The City of Calgary.

WELLNESS ACCOUNT

25.01 A \$400 Wellness Account shall be available each year of the Collective Agreement effective January 1, 2009. The \$400 can be designated by each individual member into non-taxable or taxable categories. Expenditures rules are those governed by the Canada Revenue Agency (CRA).

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

SIGNED ON BEHALF OF THE
CORPORATION OF THE
CITY OF CALGARY

SIGNED ON BEHALF OF THE
CALGARY POLICE ASSOCIATION

O. Tobert
CITY MANAGER

J. Dooks
PRESIDENT

D. Garner
CITY CLERK

Ron Ternes
VICE-PRESIDENT-FINANCE

POLICE ASSOCIATION SCHEDULE 'A'

2009 January 5, Salary Schedule - Monthly Rates
(*rates other than monthly rates are for reference only)

CLASSIFICATIONS WITH RANK	INDEX	MONTHLY RATE	HOURLY RATE*	BI-WEEKLY RATE*	ANNUAL RATE*
Staff Sergeant	132	8,770.08	50.40	4,032.22	105,240.96
Sergeant	120	7,972.80	45.82	3,665.66	95,673.60
Detective	120	7,972.80	45.82	3,665.66	95,673.60
Senior Constable - Level II	109	7,241.96	41.62	3,329.64	86,903.52
Senior Constable - Level I	107	7,109.08	40.86	3,268.54	85,308.96
Constable 1st Class - 5th year	100	6,644.00	38.18	3,054.71	79,728.00
Constable 2nd Class - 4th year	93	6,178.92	35.51	2,840.88	74,147.04
Constable 3rd Class - 3rd year	85	5,647.40	32.46	2,596.51	67,768.80
Constable 4th Class - 2nd year	73	4,850.12	27.87	2,229.94	58,201.44
Constable 5th Class - 1st year	65	4,318.60	24.82	1,985.56	51,823.20

POLICE ASSOCIATION SCHEDULE 'A'

2010 January 4, Salary Schedule - Monthly Rates
 (*rates other than monthly rates are for reference only)

CLASSIFICATIONS WITH RANK	INDEX	MONTHLY RATE	HOURLY RATE*	BI-WEEKLY RATE*	ANNUAL RATE*
Staff Sergeant	132	9,164.73	52.67	4,213.67	109,976.76
Sergeant	120	8,331.58	47.88	3,830.61	99,978.96
Detective	120	8,331.58	47.88	3,830.61	99,978.96
Senior Constable - Level II	109	7,567.85	43.49	3,479.47	90,814.20
Senior Constable - Level I	107	7,428.99	42.70	3,415.63	89,147.88
Constable 1st Class - 5th year	100	6,942.98	39.90	3,192.17	83,315.76
Constable 2nd Class - 4th year	93	6,456.97	37.11	2,968.72	77,483.64
Constable 3rd Class - 3rd year	85	5,901.53	33.92	2,713.35	70,818.36
Constable 4th Class - 2 nd year	73	5,068.38	29.13	2,330.29	60,820.56
Constable 5th Class - 1st year	65	4,512.94	25.94	2,074.91	54,155.28

POLICE ASSOCIATION SCHEDULE 'A'

2010 July 1, Salary Schedule - Monthly Rates
(*rates other than monthly rates are for reference only)

CLASSIFICATIONS WITH RANK	INDEX	MONTHLY RATE	HOURLY RATE*	BI-WEEKLY RATE*	ANNUAL RATE*
Staff Sergeant II (4th year)	135	9,373.02	53.87	4,309.43	112,476.24
Staff Sergeant I	132	9,164.73	52.67	4,213.67	109,976.76
Sergeant II (4th year)	122	8,470.44	48.68	3,894.46	101,645.28
Sergeant I	120	8,331.58	47.88	3,830.61	99,978.96
Detective II (4th year)	122	8,470.44	48.68	3,894.46	101,645.28
Detective I	120	8,331.58	47.88	3,830.61	99,978.96
Senior Constable - Level II	109	7,567.85	43.49	3,479.47	90,814.20
Senior Constable - Level I	107	7,428.99	42.70	3,415.63	89,147.88
Constable 1st Class - 5th year	100	6,942.98	39.90	3,192.17	83,315.76
Constable 2nd Class - 4th year	93	6,456.97	37.11	2,968.72	77,483.64
Constable 3rd Class - 3rd year	85	5,901.53	33.92	2,713.35	70,818.36
Constable 4th Class - 2 nd year	73	5,068.38	29.13	2,330.29	60,820.56
Constable 5th Class - 1st year	65	4,512.94	25.94	2,074.91	54,155.28

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

SCHEDULE “B” – STANDARD CLOTHING & EQUIPMENT SCHEDULE

ITEM	ISSUE	DEPRECIATION SCHEDULE
All Weather Jackets	As required, but not more than one (1) every four (4) years – Uniform Personnel	4 years
All Weather Pants	As required, but not more than one (1) pair every three (3) years – Uniform Personnel	3 years
Boots or Shoes	Two (2) pairs on enlistment and thereafter as required, but not more than one (1) pair every six (6) months however, members with two (2) or more years of service may take one (1) pair of premium (Danier or equivalent) boots in lieu of two (2) pairs of boots or shoes.	6 months
Burberries	As required – Staff Sergeants	3 years
Caps	As required but not more than one (1) every two (2) years	2 years
Baseball caps	One (1) per year (plain – range cap)	1 year
Coveralls & Smocks	As required	
Winter Hats	As required	3 years
*Gauntlet Mitts	As required – Motorcycle Personnel	3 years
Gloves (hatch and winter)	One pair each upon enlistment. As required, but not more than one (1) pair of gloves each year	1 year
Motorcycle Boots	As required – Motorcycle Personnel	3 years
Mounted Patrol Boots	As required – Mounted Patrol Personnel	3 years
*Motorcycle Helmets	As required – Motorcycle Personnel	5 years
Panty Hose	Twenty-four (24) pairs each year in lieu of socks – female members only	
Purses	As required – female members only	3 years
Rubbers or Toe Rubbers	As required	
Shirts	Eight (8) upon enlistment and thereafter as required but no more than a total of three (3) per year	
Skirts	As required – female members only	
Socks	Twelve (12) pairs each year	
Stetsons	As required – Mounted Personnel	
Sweaters	Two (2) upon enlistment and thereafter as required but not more than one (1) per year	
T-Shirts (summer Dress	Four (4) t-shirts and four (4) mock t-shirts upon enlistment.	

ITEM	ISSUE	DEPRECIATION SCHEDULE
requirement)	As required, but not more than once per year, one (1) of the following options: Two (2) mock neck t-shirts; Or Four (4) t-shirts; Or One (1) mock neck t-shirt and Two (2) t-shirts	
Ties	As required	
Tie Clips	As required	
Trousers, Breeches or Slacks	Three (3) pairs on enlistment or when transferred from Plainclothes duty and thereafter as required but not more than two (2) pairs every year	1 year
No. 1 dress standard white shirt	As required	
No. 1 dress standard trousers	As required	
Tunics & Cloth Belts	As required	

All initial permanent clothing, with the exception of those items indicated with an asterisk (*), will be new issue. All replacement clothing will be in good repair, adjusted and cleaned prior to being issued.

APPENDIX 1: SUPPLEMENTATION OF COMPENSATION

1. In Sections 1 to 15 inclusive:
 - (a) "child" means the natural child, whether born before or after the member's death, or legally adopted child of a member, and includes any person to whom the member and spouse stood in loco parentis.
 - (b) "dependent child" means an unmarried child who, at the time the member died, was being supported by the member and
 - (i) is less than eighteen (18) years of age; or
 - (ii) is eighteen (18) years of age or over, and not more than twenty-one (21) years of age, and is in attendance full-time at an accredited school or University, having been in such attendance substantially without interruption since he reached eighteen (18) years of age; or
 - (iii) eighteen (18) or more years of age and not more than twenty-one (21) years of age and is disabled having been supported due to such disability without interruption since the time he reached eighteen (18) years of age.
 - (c) "disabled" shall mean suffering from a severe and prolonged mental or physical disability and for these purposes:
 - (i) a disability is severe only if by reason thereof a member is incapable regularly of pursuing any substantially gainful occupation, and
 - (ii) a disability is prolonged only if it is determined that such disability is likely to be long, continued and of indefinite duration or is likely to result in death;
 - (d) "full pay" means the regular bi-weekly basic salary and service pay that the member was entitled to receive at the time he was disabled or killed. Regular bi-weekly earnings shall be based on the regular rate of pay for the established classification or rank occupied by the member at the time the member was disabled or killed and the regular number of biweekly hours applicable to that member's status. Applied to these regular biweekly earnings will be:
 - (i) the progression to that level to which the member would have automatically progressed only by reason of time in the classification or rank had he not been disabled or killed excluding any anticipated career progression which involves any form of qualifications other than service time irrespective of whether the member held the

qualification at the time he was killed; or

- (ii) the annual career progression to that level to which the member would have automatically progressed only by reason of time in the classification or rank had he not been disabled excluding any anticipated career progression which involves any form of qualifications other than service time irrespective of whether the member held the qualifications at the time he was disabled; and
 - (iii) any economic salary changes negotiated from time to time in accordance with the Collective Agreement and deducting there from an amount equivalent to all normal deductions provided however that the full pay will never be less than that which the member was receiving at the time the member was disabled or killed.
- (e) "Normal deductions" shall mean those items which would have been deducted from the bi-weekly basic salary of the member, in the normal course of events had he not been disabled or killed, and, without limiting the generality of the foregoing, shall include any and all deductions for Federal or Provincial Income Tax according to the member's exemption at the time he was disabled or killed, or in the case of a member who has been killed, according to the exemptions of his surviving partner and/or spouse and children, contributions to any City Pension Plan and Canada Pension Plan, Association dues (applicable in disabled cases only), Group Life Insurance Commissions premiums, Employment Insurance Commission premiums, Alberta Blue Cross and Alberta Health Care Insurance Commission premiums or any of their equivalents that might have been payable by the member from time to time. Disabled members will continue to have deducted Association Insurance premiums.
- (f) "surviving partner and/or spouse" means a woman or man who has survived a member to whom he/she was lawfully married or living/cohabitating as a common-law spouse and who was being wholly or partially supported by the member at the time of death.
- (g) "common-law spouse" includes any man or woman who, although not legally married to a member, lives and cohabits with a member as the spouse of that member and has maintained such relationship for a continuous period of five (5) years or more; or has maintained such relationship for a continuous period of two (2) years or more and has borne / sired the child or children of such member, or has adopted a child or children of the member, or has adopted a child or children with the member; and is generally known as the member's spouse in the community in which they lived at the time of death of the member.
2. Where a member is disabled or killed in the course and scope of his employment

with the Calgary Police Service, as a direct result of the performance of the member's sworn duties as a Police Officer, which include:

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

The City shall pay to the member, if disabled, or to the member's surviving partner and/or spouse or dependent children, if killed, the member's full pay under the terms and conditions hereinafter set out PROVIDED that the disability or death of the member was not due to the member's own gross disregard or neglect of his duty or was not self-inflicted.

3. In the event a member is killed leaving a surviving partner and/or spouse under the circumstances set out in Section 2, the City shall pay to the surviving partner and/or spouse bi-weekly, subject to the deductions set out in Section 6, the full pay that the member would have received from The City had the member not been killed, the said sum will be payable from the date of death of the member until such time as the surviving partner and/or spouse dies, or the date the member would have been required to retire from the employ of The City, whichever is the earliest.
4.
 - (a) In the event a member is killed under circumstances set out in Section 2, leaving no surviving partner and/or spouse but leaving a dependent child or children surviving the member, The City shall, subject to the deductions set out in Section 6, pay to each dependent child up to a maximum of four (4) bi-weekly a sum equal to twenty percent (20%) of the full pay that the member would have received from The City had he not been killed, the said sum will be payable from the date of death of the member until such time as the child ceases to be a dependent child or the date the member would have been required to retire from the employ of The City, whichever is the earlier.
 - (b) Where the member leaves surviving him more than four (4) dependent children, the total sum payable by The City pursuant to Section 4 (a) shall be paid by The City to such dependent children in fixed equal shares.
 - (c) The sum payable by The City pursuant to this Section shall be paid by The City as long as any child of the member remains a dependent child.
5. In the event the surviving partner and/or spouse dies subsequent to a member

having been killed, the provisions of Section 4 shall apply to any dependent child surviving the member and his surviving partner and/or spouse.

6. In determining the amount to be paid to a surviving partner and/or spouse or dependent child by The City, any benefits payable to the surviving partner and/or spouse or any dependent child by reason of the death of the member under any Workers' Compensation (except any payment for funeral expenses), Canada Pension Plan (except any payment for funeral expenses), Local Authorities Pension Plan, City of Calgary Pension Plan, any other pension plan or annuity or any of their equivalents that have not been personally contracted for by the member, the surviving partner and/or spouse or any of the member's family, or any damages awarded to the surviving partner and/or spouse or any dependent child by reason of the death of the member, shall upon being awarded to the surviving partner and/or spouse or the dependent child, be deducted from the full pay.
7. Any sums of money payable by The City to any dependent child under the age of eighteen (18) years may properly be paid by The City to the legal guardian of such dependent child whose receipt shall be sufficient discharge to The City.
8. The City shall continue to ensure that the surviving partner and/or spouse or any dependent child will be covered by the appropriate Alberta Blue Cross Plan and the Alberta Hospitals Act or any replacement, extension or substitution thereof in Alberta, PROVIDED the surviving partner and/or spouse or any dependent child at all times remains eligible for such coverage.
9. On the date that the member would have retired from the employ of The City, had he not been killed as set out in Section 2, The City shall pay to the surviving partner and/or spouse, if alive, an amount equal to the monthly pension to which she would have been entitled as a surviving partner and/or spouse had the member died subsequent to his retirement date, in the same manner and under the same conditions as may be provided in any City Pension Plan or its equivalent application to members of the Police Service in existence at the date that the member would have retired from the employ of The City had the member not been killed.
10. In the event a member is disabled under circumstances set out in Section 2, The City shall pay to the member bi-weekly subject to the deductions set out in Section 6, the full pay that he would have received from The City had he not been disabled until such time as the member dies or the date that the member would have been required to retire from the employ of The City, whichever is the earlier, PROVIDED THAT if the member fully recovers and is capable of being employed by The Police Service at a salary which is equal to or in excess of the member's full pay, then The City's obligation herein shall cease.
11. Where a disabled member partially recovers and The City finds alternative

employment for the member within The City or any of its Associated Boards, Commissions, Authorities or Agencies which the member is capable of performing, the full pay which the member is entitled to receive shall be reduced by the bi-weekly salary received from such employment.

12. A disabled member may earn from employment, other than employment with The City or any of its Associated Boards, Commissions, Authorities or Agencies, up to twenty percent (20%) of his annual full pay without any reduction in the member's full pay but any monies earned by the member from such employment in excess thereof shall be deducted from the member's full pay.
13. The provisions of this Appendix shall be administered by Human Resources of The City of Calgary.
14. Affidavits in a form and containing such information as may be prescribed by The City shall be filed annually with and on a date to be specified by Human Resources of The City of Calgary by the following persons:
 - (a) surviving partner and/or spouse;
 - (b) guardians of dependent children under the age of eighteen (18) years;
 - (c) dependent children over eighteen (18) years of age;
 - (d) disabled members.
15. Throughout this Appendix, where the term "member" is used and where a term reflecting male and/or female gender is used, it shall be considered that either the feminine or masculine have been used where the context of the application so required. The terms "surviving partner and/or spouse" shall apply to both same-sex and opposite-sex relationships.

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

RE: RETENTION OF EXPERIENCED POLICE OFFICERS

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

In order to assist with the retention of experienced police officers, the Calgary Police Service is prepared to provide an additional index pay of three percent (3%) above the base index pay for members who are in the classifications of 1st Class Constables – 5th year up to and including Staff Sergeants. The additional index pay will only be applicable to those members of the Calgary Police Association (CPA) in the above-noted classifications with rank who have completed 25 years of City service and are currently working in their 26th year or more. This additional index pay will become effective no later than the second pay period following the ratification of the Memorandum of Settlement by both parties (to become effective 2006 July 24).

This Letter of Understanding (LOU) shall become null and void effective 2011 January 2, unless the City of Calgary and the Calgary Police Association mutually agree to an extension. Failing an agreement to extend the LOU, those members who become eligible during the life of this collective agreement to receive this additional index pay of three percent (3%) will continue to receive this payment until the member either retires, resigns or is terminated, but no other members would become eligible following the expiration of the LOU on 2011 January 2.

Signed this _____ day of _____, **2009.**

FOR THE CITY OF CALGARY

FOR THE CALGARY POLICE
ASSOCIATION

Manager, Labour Relations

President

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

RE: SCHEDULE A (5th Class Constable) RECRUITMENT STRATEGY

When the Calgary Police Service experiences difficulty in recruiting Constables due to the rate of pay required by the market place, the Calgary Police Service (CPS) shall have the right to authorize the placement of new hires at an Index of 69% of the Constable 1st Class - 5th Year rate.

Existing 5th Class Constables – 1st Year at an Index of 65% shall not be paid less than the market adjustment paid to a new hire. When a current 5th Class Constable – 1st Year is adjusted upward for this reason, the salary anniversary date will not be adjusted. All 5th Class Constables – 1st Year shall be notified of their pay adjustment where applicable. This Letter of Understanding (LOU) will become effective the first pay period in September of 2006 (to become effective 2006 September 5).

This Letter of Understanding shall become null and void effective 2011 January 2, unless the City of Calgary and the Calgary Police Association mutually agree to an extension. Failing an agreement to extend the LOU, those members who become eligible during the life of this collective agreement to receive this additional index pay of four percent (4%) will continue to receive this payment until the member is reclassified to a 4th Class Constable – 2nd Year rate at the existing Index of 73% of the Constable 1st Class – 5th Year rate. No new 5th Class Constables – 1st Year rate entering the CPS after 2011 January 2 would become eligible for this additional index pay.

Signed this _____ day of _____, **2009**.

FOR THE CITY OF CALGARY

FOR THE CALGARY POLICE
ASSOCIATION

Manager, Labour Relations

President

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

RE: Working Conditions (Community Team Constables)

The regular workweek for Community Team Constables shall be the “Hybrid Shift Schedule”.

The Hybrid Shift Schedule is a ten (10) week rotation which includes twenty-eight (28) reliefs of twelve (12) hours each, four (4) reliefs of ten (10) hours each and three (3) reliefs of eight (8) hours.

Community Team Constables only refers to members who are front-line patrol constables currently working in a “call-response capacity” in a District Office.

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

This Letter of Understanding will remain in effect during the term of the current Collective Agreement.

Signed this _____ day of _____, 2009.

FOR THE CITY OF CALGARY

FOR THE CALGARY POLICE
ASSOCIATION

Manager, Labour Relations

President

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

RE: REGIMENTAL SERGEANT MAJOR

The parties agree that a Regimental Sergeant Major position has been developed for the purpose of trialing for the life of the Collective Agreement.

This position is solely appointed by the Chief of Police and currently Mike Inglis was appointed December 7, 2008 and is paid at Index 132.

If the parties determine this Letter of Understanding is not subject for renewal or the position will no longer exist, current incumbent Mike Inglis will return to his former rank within the Calgary Police Service.

Signed this _____ day of _____, **2009.**

FOR THE CITY OF CALGARY

FOR THE CALGARY POLICE
ASSOCIATION

Manager, Labour Relations

President

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

RE: ARTICLE 2.01 (c)

The parties have agreed to trial new language in paragraph 3 of Article 2.01(c) as follows:

If a member has accumulated in excess of the **two hundred and forty (240) hours** maximum bank as of **December 31** of a calendar year, the member shall be paid out in **January of the following** year at the member's **previous year's** salary.

The parties will meet to review the impacts of the changed language prior to the end of the term of the collective agreement in order to determine whether the language should be permanently embedded in the collective agreement. This letter of understanding will become null and void at the end of the term.

Signed this _____ day of _____, **2009**.

FOR THE CITY OF CALGARY

FOR THE CALGARY POLICE
ASSOCIATION

Manager, Labour Relations

President

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