



AGREEMENT

BETWEEN

**THE CORPORATION OF
THE CITY OF CALGARY**

AND THE

CALGARY POLICE ASSOCIATION

2018-2021

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COLLECTIVE AGREEMENT signed this 22 day of January, A.D., 2021

BETWEEN:

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

OF THE FIRST PART

and

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

OF THE SECOND PART

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

1.00 COVERAGE AND DEFINITIONS

1.01 Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"LTD" shall mean Long Term Disability.

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

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

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

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

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

"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.

“SFPP” shall mean the Special Forces Pension Plan.

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

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

“The City” shall mean The City of Calgary.

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

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

“WCB” shall mean the Workers Compensation Board.

1.02 Purpose and Coverage

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

1.03 Recognition

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

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

1.04 Term of Agreement

This Agreement shall be in full force and effect and shall be binding upon The City and the **CPA** and their respective successors and assigns during the period from **2018 January 6 to 2021 January 3**, and from year to year thereafter, unless either party at any time not less than thirty (30) days and not more than ninety (90) days preceding the expiry of the term of the Collective Agreement, or in any succeeding year, gives notice in writing requiring the other party to meet and bargain collectively and in good faith as provided for in the Police Officers Collective Bargaining Act.

1.05 Plural or Feminine Terms May Apply

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.

2.00 CPA AND MEMBER RIGHTS

2.01 Check-Off

The City shall deduct and forward to the **CPA** 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.

2.02 Discrimination

The City agrees that there shall be no discrimination against any Member because of his being a Member of the **CPA**. The Commission, the Chief of Police or supervisory staff shall not make notations on the personal record of any Member concerning **CPA** 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 **CPA**.

2.03 Harassment

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

2.04 Discipline

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

2.05 CPA Representation

Any Member who is going to be reduced in Rank, suspended or dismissed shall be advised that he has the right to have a representative of the **CPA** present when he is given reason for such action. Members shall be entitled to a hearing before the Chief of Police.

2.06 Personnel File Review

- (a) 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 **Services** Section of the **CPS**. Members may have copies of any information in their file addressed to them personally, after payment of any copying charge.
- (b) Provided permission is granted by the Member, and provided the **CPA** is representing the Member in a disciplinary matter, a representative of the Board of Directors of the **CPA** may accompany such Member when reviewing the personnel file.

2.07 Ride Alongs

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

2.08 Occupational Injury Compensation

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

2.09 Police Work

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

2.10 Transportation

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

2.11 Collective Agreement Printing

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

3.00 GRIEVANCES

3.01 Grievance Procedure

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

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

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

(a) STEP 1

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

(b) STEP 2

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

(c) STEP 3 - ARBITRATION

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

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

3.02 Policy Grievance

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

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

3.03 Grievance Timelines

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

4.00 PLACEMENT OF MEMBERS

4.01 Promotions and Reductions in Rank

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

4.02 Promotions

- (a) 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.
- (b) 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.
- (c) No Member shall be promoted to any Rank through any process other than that which is outlined in **Article 4.00** of this Agreement.
- (d) No vacancies shall be filled, or promotions made, from outside the Members covered by the scope of this Agreement provided that such Members **have** the ability to perform the work, other than in the case of new recruits of Constable, or in the case of rehires pursuant to **Clause 4.05**.

4.03 Promotional Application Criteria

- (a) To be eligible to apply for promotion to any Rank, any Member must:
 - (1) Write and pass examinations within four years of the application, as set by the Chief of Police and,
 - (2) Have two and one half (2 1/2) years **Continuous Service** with the **CPS** (including any time credited under **Clause 4.05 Rejoining**) and,
 - (3) Be confirmed in his present Rank;
- (b) To be eligible to write the examinations referred to in **Clause 4.03 (a)**, a Member must have at the time of writing the examination five (5) or more years of **Continuous Service** with a Police Service and be confirmed in his present Rank.
- (c) The object of any examination will be to test the educational and theoretical knowledge of the Member, but the fact that any Member has written the examinations does not entitle him to promotion, or to promotion before another Member who has written the examination at a later date.

4.04 Acting

- (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.
- (b) Any Member covering a higher established Rank must have successfully passed the promotional examination for that Rank.

4.05 Rejoining

- (a) Any Member who leaves the **CPS** may, within two (2) years of leaving and subject to the approval of the **CPS**, be re-hired in the **CPS** at the Rank that the Member left provided the Member has the ability to perform the work and provided that a Position is vacant such that the Member rejoining does not displace someone who has filled the Position or is on probation.
- (b) Any former **CPS** Member who is rehired to the **CPS** within one (1) year of departure shall be credited with their prior service for the purposes of annual leave and seniority. This prior service will be deemed to be **Continuous Service** for the purposes of **Clauses 4.03 (a), 4.03 (b) and 6.02 (a) and (b)**.

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

4.06 Layoff and Recall Procedures

In case of a reduction of the establishment or layoff affecting the Ranks of Staff Sergeant, Acting Staff Sergeant, Patrol Sergeant, Acting Patrol Sergeant, Detective or 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 Member 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.

5.00 HOURS OF WORK, OVERTIME AND COURT TIME

5.01 Schedules of Work

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

It is understood that the provision of work schedules, other than a five (5) Reliefs of eight (8) hours work schedule, is on the basis of "no loss, no gain" to the parties.
- (d) Except where days off on a Shift are Sunday and Saturday, and except where a Member agrees to change 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.

5.02 Rest Period

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.

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

5.03 Shift Change

- (a) 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.

- (b) 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.
- (c) Subject to the needs of the **CPS**, Duty Rosters will be posted at least eight (8) weeks in advance of being worked.
- (d) Duty Rosters shall not be changed merely to avoid the payment of call-out, overtime, statutory holiday entitlement or Court Time.

5.04 Rest Period between Shifts

All Members shall be entitled to receive a minimum of eight (8) hours off duty between the time they have completed one (1) scheduled Relief and the time they commence another scheduled Relief. In the event that a Member is scheduled or re-scheduled to work a Relief which does not allow for the minimum off time period of eight (8) hours, and 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.

OVERTIME

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 **5.01**.

5.05 Overtime

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

5.06 Call-Out

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

5.07 Special Duties Roster

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

5.08 Banked Time Credits

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

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

5.09 Standby Time

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

COURT TIME

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

5.10 Court Attendance

- (a) **DAY OFF** - When a Member is required to attend Court on an off duty day, 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.
- (b) **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.
- (c) **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.
- (d) Every reasonable effort shall be made to give a Member eight (8) hours' notice of a cancellation or change in a Court appearance. In the event that a Member does not receive eight (8) hours' notice 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.

5.11 Court Attendance – Prior to Relief

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

5.12 Court Attendance – When on Relief

When a Member who is assigned to a Relief which commences between 2:00 p.m. (1400 hours) and 9:00 p.m. (2100 hours) attends both Morning and Afternoon Court of the same day, 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 **CPS** permit, completion of his required attendance in Court shall be deemed to be his work Relief for that day.

5.13 Court Attendance – Swing Relief

When a Member is assigned to work a Relief known as a "**swing relief**" and 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.

5.14 Court Attendance – When on Accumulated Time

- (a) When a requested accumulated time off and a Court appearance fall on the same day, a Member shall have the option of cancelling 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.
- (b) This applies only if the accumulated time taken falls during hours of Court. If accumulated time taken falls outside of regular Court hours, then hours earned will be based on the Shift the Member would have worked.

5.15 Court Attendance – When on Vacation

- (a) If a Member is brought back for duty during 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.
- (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 **5.14 (a)**, an additional eight (8) Time Credits per day of travel, provided that it is necessary for the Member to travel on a day or days other than those on which his attendance is required pursuant to this clause.
- (c) All necessary and reasonable travel expenses, including food and lodging actually incurred by a Member in returning from vacation to undertake any duty required of him during annual vacation shall be paid by the **CPS**, and including, where applicable, all such expenses in returning to the place from which such Member had to return to undertake such duty provided, however, that in order to qualify for such allowances, a Member must advise 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.

5.16 Court Attendance – When on Approved Sick Leave

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

5.17 Court Attendance – When on a Leave of Absence or Retired

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 **CPS**, he shall receive six (6) Time Credits or its cash equivalent for one (1) Court appearance, either at Morning Court or Afternoon Court, and not less than eight (8) Time Credits for Court appearances at both Morning Court and Afternoon Court. Subject to Clause **5.08**, a Member shall have a choice of whether to receive Time Credits or its cash equivalent. A retired Member will receive the cash equivalent to the Time Credits.

6.00 REMUNERATION, PREMIUMS AND ALLOWANCES

6.01 Classifications

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

6.02 Senior Constable Classifications

(a) Senior Constable I

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

(b) Senior Constable II

After completing three (3) continuous years of service as a Senior Constable I, passing the Senior Constable Classification examination with the required marks and receiving the recommendation of the Member's immediate supervisor, the Member may progress to the second level of the Senior Constable Classification. In the event a Member does not receive the recommendation of 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 **CPS** in order to qualify for, or maintain, a Senior Constable Classification.

6.03 Shift Differential

Shift differential shall be paid as follows:

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

6.04 Specialty Unit Premium

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

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

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

6.05 Officer Coach Premium

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

6.06 Canine Unit Allowance

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

6.07 Clothing Issue

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

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

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

(a) Plain Clothes Allowance

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

(b) Dry Cleaning Allowance

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

(c) Clothing Allowance Documentation

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

(d) Clothing and Dry Cleaning Allowance while on Leave

No Member shall forfeit any portion of 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.

(e) Allowances while on Temporary Assignment

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

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

(f) Return or Repayment of Clothing

- (1) **All** clothing issued will become the sole property of the Member at the time of issue. Members who receive an annual allotment of clothing and do not complete that years' service shall be required to repay the **CPS** the cost of the clothing on a pro-rata basis. It is understood that all motorcycle helmets will remain the property of the **CPS** and will be coded as to ownership and date of issue. Notwithstanding the foregoing, Members who are retired shall be allowed to retain all clothing in their possession at the time of their retirement.
- (2) The City shall be entitled to recover, by pay deductions, any clothing allowance or dry cleaning allowance paid to any Member over and above the amount to which said Member is entitled pursuant to these provisions. Such pay deductions shall be based upon a pro-rata adjustment according to the number of Reliefs worked in plainclothes and the amount paid in clothing allowance. Deductions for dry cleaning allowance shall be based upon a pro-rata adjustment according to the number of Reliefs worked and the amount of dry cleaning allowance paid.

6.08 Wellness Account

A four hundred-dollar (\$400) Wellness Account shall be available for each Member **on January 1** of each year of the Collective Agreement **as** set out in **Clause 1.04**. The four hundred dollars (\$400) can be designated by each Member into non-taxable or taxable categories. Expenditures rules are those governed by the Canada Revenue Agency (CRA).

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

6.09 Meal Allowance

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

6.10 Pensions

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

7.00 VACATION, HOLIDAY AND SERVICE ENTITLEMENTS

7.01 Vacation Entitlement

Vacation entitlement is as follows:

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

* Service for vacation for those Members who rejoin or are hired as experienced officers to the CPS shall continue to be calculated in accordance with the provisions of Clause 4.05.

7.02 Prorated Vacation Entitlement

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

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

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

7.03 Common Vacation Base Date

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

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

7.04 Vacation Pay Upon Termination

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

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

7.05 Banking and Payout of Vacation

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

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

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

7.06 Vacation Entitlement While on Medical Leave

A Member, who is in receipt of full LTD or WCB benefits shall **continue to** accrue vacation entitlement as if they were working full-time **for a period of up to twelve (12) months following the commencement of their absence. No vacation entitlement shall accrue after this period.**

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

7.07 Vacation Entitlement While on Job Protected Leave

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

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

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

7.08 Statutory Holidays

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

7.09 Statutory Holiday Entitlement

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

7.10 Statutory Holiday Premium

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

7.11 Christmas Eve and New Years Eve Premium

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

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

7.12 Statutory Holiday on Day Off

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

7.13 Statutory Holiday Pay During Vacation

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

7.14 Statutory Holiday Pay During Absence From Work

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

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

7.15 Statutory Holiday Pay While on Job Protected Leave

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

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

7.16 Scheduling of Shifts On Statutory Holidays

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

7.17 Service Pay

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

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

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

8.00 LEAVES OF ABSENCE

8.01 Leave of Absence Administration

When a Member is on leave of absence without pay, the Member shall not be entitled to any remuneration from The City including wages, vacation accumulation, statutory holiday entitlement, clothing, or any other entitlements under this Agreement for the period of his **or her** 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 **or her** own share of MEBAC benefit premiums and any other levies normally in force had such leave of absence not been granted. Service will accrue during such leaves.

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

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

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

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

8.02 General Leave of Absence

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

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

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

8.03 Maternity Leave

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

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

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

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

8.04 Supplemental Unemployment Benefit Plan (SUB Plan)

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

8.05 Parental Leave

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

8.06 Birth/Custody Leave

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

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

8.07 Bereavement Leave

When a death occurs in the Member's immediate family, upon request, **a** leave of absence with pay of up to seven (7) consecutive days will be granted by the Member's District/Section Commander or designate. For the purposes of **bereavement** leave, immediate family is defined as current partner or spouse, parent, spouse's parent, step-parent, spouse's step-parent, child, step-child, foster child, ward, guardian, brother, sister, step-brother, step-sister, grandparent, or grandchild.

A leave of absence with pay of up to seven (7) consecutive days may be granted at the discretion of the Member's District/Section Commander, or designate, to address the demise of the brother or sister of the Member's current spouse or partner, current spouse of Member's brother or sister, aunt, uncle or related **dependent** living in the same household.

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 **Manager, Human Resources Services Section**.

8.08 CPA Leave

- (a) When it is necessary for a Member to make application for leave of absence to perform duties of any office of the **CPA**, such requests shall have priority over all other applications.
- (b) If requested by the **CPA**, the **CPA President, the Vice President of Administration and one other Member of the board of the CPA** shall be granted an indefinite leave of absence for **CPA** duties. A Member granted such leave for **CPA** duties shall continue to be paid by The City and subsequently, the **CPA** shall reimburse The City.
- (c) While the particular Member(s) are on special full-time leave of absence to attend to **CPA** duties they shall be allowed to accumulate seniority rights with the only restriction that upon return to active duty with the **CPS** they are not allowed to 'bump' other Members from Positions that were filled prior to such return to duty.

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.

The above should not be construed to mean that a Member on such full time leave of absence for **CPA** business is precluded from entering into competition for promotions to the Senior Officer Ranks or other City of Calgary '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 from the **CPA** Office and terminating the special leave of absence.

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

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

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

8.09 Public Complaints Investigator Leave

The **CPA** may request 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 **CPA** duties shall continue to be paid by The City and subsequently, the **CPA** shall reimburse The City.

8.10 Leave for Meetings

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

- (1) When a Member is on duty 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.
- (2) 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 **CPA** on a straight time basis, that is, no premiums, penalties or interest to be paid.
- (3) If a Member is not on duty the **CPA** will be credited for the time required by the off duty Member at said meeting(s) on a straight time basis, that is, no premiums, penalties or interest to be paid.

- (4) The **CPA** will from time to time, request Members be placed on special leave, subject to it being granted, to attend to the business affairs of the **CPA**. To ensure that the Member will suffer no loss in regular earnings and fringe benefits, The City will pay the Member his regular salary on a straight time basis. The City will invoice the **CPA** on a quarterly basis, for the regular earnings and fringe benefits of the Member(s) in excess of 500 hours being the all inclusive group total per Calendar Year, and subsequently, the **CPA** will reimburse The City. **The hours of the Public Complaint Investigator may be included in the five hundred (500) hour all-inclusive group total. The hours of the CPA representatives granted indefinite leave for CPA duties in accordance with Clause 8.08 (b) are not to be included in the five hundred (500) hour all-inclusive group total.**

9.00 LEGAL EXPENSES & INDEMNIFICATION

The City shall indemnify and save harmless any Member from any action, claim, cause or demand whatsoever that may be made or arises out of the Member carrying out the duties of a Police Officer except where the action of the Member constitutes a gross disregard or neglect of his/her duties as a Police Officer.

9.01 Legal Expenses and Indemnification Eligibility

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

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

9.02 Criminal Investigation Legal Expenses and Indemnification

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

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

9.03 Legal Counsel for Fatality Inquiry Board Hearings

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

9.04 Legal Expenses and Indemnification for Retired Members

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

9.05 Discipline

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

9.06 Taxing Accounts

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

9.07 Compensation for Damages

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

10.00 JOB SHARING

Any two (2) Members of the **CPS** 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 **CPS** 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 **CPS** 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.

10.01 Benefits and Entitlements

The participants will be eligible for the entitlements and benefits contained in the Collective Agreement except as outlined in this Article. Where any differences arise, the provision of Article 10 shall apply to all Members participating in a Job Share.

- (a) With respect to **Clause 7.01**, vacation entitlement and pay will be as follows:
- (1) After one (1) Calendar Years' 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.
 - (2) 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.
 - (3) 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.

10.02 Statutory Holidays

With respect to **Clauses 7.08, 7.11, 7.12, 7.13, 7.14, 7.15** pertaining to statutory holidays and Christmas and New Year's Eve, The City 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).

10.03 Hours and Days of Work

Clause 5.01 (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.

10.04 Service-Related Entitlements

Clauses 4.03 (a), 4.03 (b), 6.02 (a), 6.02 (b) and 7.17 all refer 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.

10.05 Acting

Clause 4.04 (a) refers to "six (6) consecutive months of appointment..." In order for **Clause 4.04 (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.

10.06 Overtime

For the purpose of a job sharing arrangement, overtime shall be paid when daily hours exceed the regular scheduled hours per Relief **outlined in Clause 5.01 or exceed** an average of eighty (80) hours over a four (4) week cycle.

10.07 Court Attendance

Clauses 2.04 (b), and 5.10 to 5.17 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 in relation to Court attendance.

10.08 Clothing

The contractual entitlement to clothing issue (as per **Clause 6.07**), a dry cleaning allowance (as per **Clauses 6.07 (b), (d) and (e)**) and/or allowance for purchasing plainclothes as per **Clause 6.07 (a), (d) and (e)**, shall be divided between the two (2) participants in such a way that the total cost to The City does not exceed what would have been issued/paid to one regular full time Member.


10.09 Ending Job Share Arrangement

Job sharing arrangements shall be subject to an initial 1-year trial period. In the event that The City 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 and at the expiry of the thirty (30) days the terms and conditions of employment for each participant shall be as they were prior to the commencement of the trial period.

SIGNED ON BEHALF OF THE
CORPORATION OF THE
CITY OF CALGARY


D. Duckworth
CITY MANAGER

SIGNED ON BEHALF OF THE
CALGARY POLICE ASSOCIATION


J. Orr
PRESIDENT
J. Fraser
CITY CLERK

Jeremy Fraser
Acting City Clerk


M. Baker
VICE-PRESIDENT

JAN 22 2021

APPROVED	
As to Content	
Human Resources	
As To Forfeiture Solicitors	

SCHEDULE A – SALARY SCHEDULE

POLICE ASSOCIATION SCHEDULE A

2020 January 6, 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 (4 th year)	135	11,749.41	67.53	5,402.03	140,992.92
Staff Sergeant I	132	11,488.32	66.02	5,281.99	137,859.84
Sergeant II (4 th year)	122	10,617.99	61.02	4,881.83	127,415.88
Sergeant I	120	10,443.92	60.02	4,801.80	125,327.04
Detective II (4 th year)	122	10,617.99	61.02	4,881.83	127,415.88
Detective I	120	10,443.92	60.02	4,801.80	125,327.04
Senior Constable - Level II	109	9,486.56	54.52	4,361.64	113,838.72
Senior Constable - Level I	107	9,312.50	53.52	4,281.61	111,750.00
Constable 1st Class - 5th year	100	8,703.27	50.02	4,001.50	104,439.24
Constable 2nd Class - 4th year	93	8,094.04	46.52	3,721.40	97,128.48
Constable 3rd Class - 3rd year	85	7,397.78	42.52	3,401.28	88,773.36
Constable 4th Class - 2nd year	73	6,353.39	36.51	2,921.10	76,240.68
Constable 5th Class - 1st year	65	5,657.13	32.51	2,600.98	67,885.56

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

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

SCHEDULE B – STANDARD CLOTHING SCHEDULE

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

ITEM	ISSUE	DEPRECIATION SCHEDULE
Tunics & Cloth Belts	As required	

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 premiums, Employment Insurance Commission premiums, **extended health and dental premiums** 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 the Member 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.
 - (h) when a Member "would have retired" or "would have been required to retire" will be interpreted to mean the earlier of (a) when the Member would have attained thirty-five years of service or (b) the first day of the month coincident with or the next following the Member's attainment of the age of sixty-five (65) years of age. This includes, but is not limited to, those references contained within sections 3, 4(a), 9 and 10 of this Appendix.
2. Where a Member is disabled or killed in the course and scope of his employment with the **CPS**, 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 **extended health and dental premiums** 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.
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 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 **CPS** is prepared to recognize the value of retaining experienced police officers that are prepared to commit to continued service beyond 25 years.

In order to assist with the retention of experienced police officers, the **CPS** is prepared to provide an additional index pay of three percent (3%) above the base index pay for Members who are in the Classifications of 1st Class Constables – 5th year up to and including Staff Sergeants. The additional index pay will only be applicable to those Members of the **CPA** in the above-noted Classifications with Rank who have completed 25 years of City service and are currently working in their 26th year or more.

This Letter of Understanding (LOU) shall become null and void effective **2021 January 3**, unless The City and the **CPA** 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 **2021 January 3**.

Signed this 22 day of January, 2021

FOR THE CITY OF CALGARY

FOR THE CALGARY POLICE ASSOCIATION



Manager, Labour Relations



President



Vice-President

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

RE: REGIMENTAL SERGEANT MAJOR

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

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

Signed this 22 day of January, 2021

FOR THE CITY OF CALGARY

FOR THE CALGARY POLICE ASSOCIATION



Manager, Labour Relations



President



Vice-President

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

RE: RECOVERY OF OVERPAYMENTS

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

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

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

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

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

Signed this 22 day of January, 2021.

FOR THE CITY OF CALGARY


Manager, Labour Relations

FOR THE CALGARY POLICE ASSOCIATION


President


Vice-President

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

RE: WORKING CONDITIONS

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

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

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

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

Signed this 22 day of January, 2021.

FOR THE CITY OF CALGARY

FOR THE CALGARY POLICE ASSOCIATION



Manager, Labour Relations



President



Vice-President

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

RE: VOLUNTARY FLEXIBLE WORK OPTIONS

In an effort to respond to the changing needs of Members and to promote flexibility in the workplace, the Parties commit to supporting a flexible work options, including non-standard schedules, and telework.

The parties agree Members working a voluntary flexible work option shall be eligible for all entitlements and benefits contained in the Collective Agreement unless otherwise addressed herein. The parties further agree to substitute this Letter of Understanding for Article **10.00** Job Sharing.

Eligibility and Application

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

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

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

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

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

Non-standard Schedule

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

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

1. Service and Seniority

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

2. Vacation Entitlement

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

3. Statutory Holidays

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

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

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

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

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

4. Overtime

A Member working a non-standard schedule shall be paid overtime when their authorized hours worked exceed the daily or weekly standard hours for the Position (as defined in Clause 5.01 (a), in accordance with Clause 5.01 (b), and Letter of Understanding **Re: Working Conditions**).

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

Where operationally feasible, the **CPS** shall endeavour to avoid requiring Members working non-standard schedules from working overtime.

5. Clothing

A Member who works a non-standard schedule will receive a pro-rated amount of the plainclothes allowance and dry-cleaning allowance as outlined in Clauses 6.07 (a), (b) and (e). A Member who works a non-standard schedule averaging thirty (30) hours per week shall receive no less than seventy-five percent (75%) of the entitlement provided to a Member working a standard schedule. A Member who works a non-standard schedule averaging twenty (20) hours per week shall receive no less than fifty percent (50%) of the entitlement provided to a Member working a standard schedule.

Telework

"Telework" means an arrangement where a Member works away from the **CPS** workspace. It takes place at a designated workspace (typically a home office) that meets The City's guidelines for occupational health and safety. Telework participants may work a standard or a non-standard schedule.

Where telework arrangements have been layered with a non-standard **schedule**, these flexible work options shall be reviewed as part of a single application.

1. **Shift differential shall continue to be paid for those Members whose regular schedule incurs this premium and who continue to work the same schedule from home.**

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

2. During their scheduled telework hours, Members are expected to be working as they would at their applicable CPS place of work.
3. The Member's workspace must be set up to ensure that confidential documents are safely stored and are inaccessible by other individuals.
4. **Members in a telework arrangement shall not be entitled to the meal allowance as referenced in Clause 6.09.**

This Letter of Understanding may be terminated by either party with three (3) months written notice. In this event, the parties shall revert back to the terms outlined in the Collective Agreement and all Members working a Flexible Work Option shall be returned to the standard terms and conditions of employment.

Signed this 22 day of January, 2021

FOR THE CITY OF CALGARY



Manager, Labour Relations

FOR THE CALGARY POLICE ASSOCIATION



President



Vice-President

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

RE: EXTERNAL CARRIERS

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

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

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

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

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

Signed this 22 day of January, 2021

FOR THE CITY OF CALGARY



Manager, Labour Relations

FOR THE CALGARY POLICE ASSOCIATION



President



Vice-President