AGREEMENT

BETWEEN

THE CORPORATION OF THE CITY OF CALGARY

AND

THE CALGARY POLICE SENIOR OFFICERS' ASSOCIATION

2021 - 2023

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COLLECTIVE AGREEMENT BETWEEN:

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

OF THE FIRST PART

and

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

OF THE SECOND PART

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

DEFINITIONS

All words that have an associated definition in the collective agreement shall be capitalized.

"Association" or "SOA" shall mean the Calgary Police Senior Officers' Association.

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

"Calgary Police Service" or "CPS" shall mean The City of Calgary's municipal police service.

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

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

"LTD" shall mean Long Term Disability.

"MEBAC" shall mean the Municipal Employees Benefit Association of Calgary, 2021

"Member" shall mean any person covered under the scope of this Agreement who is promoted or appointed to a classification outlined in Article 7.01.

"S&A" shall mean Sickness and Accident benefits.

"SFPP" shall mean the Special Forces Pension Plan.

"WCB" shall mean the Workers' Compensation Board.

TERM OF AGREEMENT

1.01 This Agreement shall be in full force and effect and shall be binding upon The City of Calgary and the Association and their respective successors and assigns during the period from **2021 January 4**, and shall continue in full force and effect to **2024 January 1**, and from year to year thereafter, unless either party at any time not less than thirty (30) days and not more than ninety (90) days in any succeeding year, requires by notice in writing the other party to meet and bargain collectively and in good faith as provided for in the Police Officers Collective Bargaining Act.

RECOGNITION

- 2.01 (a) The City recognizes the Association as the sole bargaining agent for, and on behalf of, all Members covered under the scope of this Agreement.
- 2.02 (b) The Association recognizes that it is the function of the Chief to exercise the regular and customary functions of management, to direct the work and deploy staffing resources of the CPS, subject however to the terms of this Agreement.

VACATIONS

3.01 (a) All Members covered by this Agreement shall be entitled to a prorated vacation entitlement for their first calendar year of service. A Member's vacation entitlements shall be calculated according to the length of continuous employment during their first calendar year 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. 15 – Dec. 16	, 1	8

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

- 3.01 (b) In order to establish a standard January 1 vacation base date, following receipt of the first year's prorated entitlement as referenced in 3.01 (a), 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 3.01 (c) and a Member's hours of annual vacation shall be deposited in their vacation bank on January 1 of each calendar year.
 - (i) With the exception of Members of the Calgary Police Association, any City employee who moves into a position that falls within the jurisdiction of the SOA, 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.
 - (ii) Service for vacation for those Members who join/rejoin the CPS under the provisions of Clauses 7.05 shall be calculated in accordance with those provisions.

3.01 (c) Annual vacation entitlements are as follows:

SERVICE FOR VACATION	HOURS OF ANNUAL VACATION
First (1st) January 1, following year of hire	Prorated as per Clause 3.01(a)
Second (2 nd) January 1, following year of hire	120
Seventh (7 th) January 1, following year of hire	160
Sixteenth (16th) January 1, following year of hire	200
Twenty-third (23 rd) January 1, following year of hire	240
Thirtieth (30 th) January 1, following year of hire	280

3.02 (a) A Member shall not request leave which conflicts with a known Court appearance or for any other matter they are legally compelled to attend. In the event that a requirement to return arises after the vacation has been scheduled, the Member may opt to cancel their vacation. Alternatively, if they return to work during their vacation period, they shall be entitled to sixteen (16) hours for each day, or portion thereof.

- 3.02 (b) The CPS shall pay all necessary and reasonable travel expenses, including food and lodging, incurred by a Member who returns from vacation in order to undertake a required duty. The CPS shall also pay all such expenses incurred in order to return to the place which said Member left in order to undertake such duty.
- 3.03 If employment is terminated and proper notice given, a Member covered by this Agreement shall be entitled to vacation pay on the following pro rata calculation:

120 hours entitlement - 6%

160 hours entitlement - 8%

200 hours entitlement - 10%

240 hours entitlement - 12%

280 hours entitlement - 14%

3.04 Members, upon being entitled to one hundred and sixty (160) hours of annual vacation shall be entitled, upon written request, 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. Such deferred vacation shall only be taken subject to the needs of the CPS and shall be paid at the Member's prevailing salary when taken.

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

3.05 A Member, who is in receipt of full LTD or WCB benefits shall continue to accrue vacation entitlements as outlined in Clause 3.06.

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

3.06 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 Leaves 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 3.01(c). 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.

WORKING CONDITIONS

HOURS OF WORK

- 4.01 The regular workweek shall be five (5) work reliefs of eight (8) hours each and the regular workday shall be a work relief of eight (8) hours.
- 4.02 Where the needs of the CPS permit, Members may work an alternate schedule. All schedules shall average eighty (80) hours biweekly with the exception of the hybrid schedule which shall average eighty hours biweekly over four (4) weeks.

A Member working an alternate schedule may be required to revert to the regular hours of work, as outlined in 4.01. Reasonable notice will be given by the applicable Deputy Chief.

Any appeal concerning an alternate schedule shall be in writing to the Chief, whose decision shall be final and binding and shall be communicated to the appellant party.

(a) The only alternate schedule which provides an Earned Day Off (EDO) is as follows:

A schedule which consists of alternating five (5) and four (4) day weeks while maintaining eighty (80) hours worked biweekly. This biweekly schedule shall consist of the following:

Week One - 44 hours worked - Four (4) days X nine (9) hours (paid at eight (8) hours per day since, one hour of pay per nine (9) hour day is accrued toward an EDO)

One (1) day x eight (8) hours

Week Two - 36 hours worked - Four (4) days x nine (9) hours (paid at eight (8) hours per day since, one hour of pay per day is accrued toward an EDO).

One (1) EDO x eight (8) hours

- i. It is understood that the provision of a 5/4 workweek schedule, is on the basis of "no loss, no gain" to the parties.
- ii. Under extenuating circumstances for work related reasons, if a Member is unable to take their EDO hours in Week Two of the 5/4 workweek, such EDO hours may be rescheduled to a subsequent 2-week cycle. Prior approval to reschedule the EDO hours shall be obtained from the Immediate Supervisor.
- iii. The banking of EDO hours for a future date outside the appropriate cycle is not normally permitted and requires the approval of the Deputy Chief. Banked EDO hours must be taken prior to the end of the calendar year in which they were earned or they will be forfeited, with the exception of EDO hours banked in December, which can be carried over to the next calendar year.
- iv. All days including sickness and accident days, statutory holidays, and working days will be considered as nine (9) hour days. Vacation days shall be

considered as eight (8) hour days.

(b) The hybrid shift schedule shall consist of a combination twelve (12), ten (10) and/or eight (8) hour shifts over a defined period of weeks.

STATUTORY HOLIDAYS

- 5.01 (a) The following days shall be recognized as statutory holidays, namely: New Year's Day, Family Day, Good Friday, Easter Sunday, Victoria Day, Canada Day, August Civic Holiday, Labour Day, **Truth and Reconciliation Day**, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day (shall be December 26th) and any other day proclaimed to be a Holiday by Federal, Provincial or Municipal Governments.
- 5.01 (b) In addition to the foregoing, any Member working on Christmas Eve, where the major portion of the shift falls between 5:00 p.m. (1700 hours) and 5:00 a.m. (0500 hours) Christmas Day shall be entitled to five (5) hours pay, in addition to their regular salary.
- 5.01 (c) In addition to the foregoing, any Member working on New Year's Eve, where the major portion of the shift 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) hours pay, in addition to their regular salary.
- 5.02 All Members shall become entitled to all of the statutory holidays herein before 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 they are eligible.

5.03 If a statutory holiday falls on a Member's regular day off they shall be entitled to receive eight (8) hours straight time in lieu of the statutory holiday.

A Member who is in receipt of full or LTD or WCB benefits, shall be entitled to receive eight (8) hours straight time in lieu of the statutory holiday, as outlined in Clause 5.06.

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 will receive eight (8) hours straight time in lieu of the statutory holiday. The scheduled day off will be determined from the Member's pre-disability work schedule and will be subject to payout in accordance with Article 5.07(a) or 5.07 (b).

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 Article 5.07 (a) or 5.07 (b).

5.05 Duty Inspectors assigned to the Real Time Operation Centre, who have been scheduled to work on a statutory holiday shall be entitled to receive, in addition to their regular salary, two (2X) times their regular wage for each hour worked.

- 5.06 If a Member is on annual vacation, and one of the foregoing statutory holidays falls on what would have been their scheduled day off, the Member shall be entitled to receive accumulated time in lieu of that statutory holiday.
- 5.07 (a) Accumulated time in lieu of statutory holidays may be banked. The total number of hours banked may not exceed one hundred and sixty (160) hours and any accumulation of hours above one hundred and sixty (160) hours will be paid out to the Member. Accumulated time may be taken off at the mutual convenience of the Member and their Immediate Supervisor.
- 5.07 (b) Upon termination of employment, retirement, or request by a Member, accumulated time may be paid out.

GRIEVANCE PROCEDURE

- 6.01 (a) The City and The Association jointly recognize the desirability of resolving conflicts through the use of good judgement, communications and clear directives by all parties.
- 6.01 (b) Either party to this Agreement may lodge a grievance in writing 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.
- 6.01 (c) The Association shall present its grievance in writing to the Chief. The City or the CPS shall present its grievance in writing to the President of the SOA or their designate. The parties will meet to discuss the grievance within fifteen (15) working days of receipt of the written grievance. The Chief or the SOA President or their designate, after hearing the grievance, shall render a decision in writing within thirty (30) working days.
- 6.01 (d) Where the parties agree, if the subject of the grievance arises from a corporate policy or program of The City, the grievance will be heard by the Chief Human Resources Officer of The City.
- 6.01 (e) If a settlement satisfactory to the Association or The City has not been reached, either of the parties may notify the other party, in writing, within twenty (20) working days, of its intent to submit the grievance to an Arbitration Board in accordance with the Police Officers Collective Bargaining Act.

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

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

6.02 Grievances not submitted within thirty (30) days after the circumstances giving rise to such grievance occurred or should reasonably have been known, shall not be considered, and forever abandoned. Upon mutual agreement of the parties, the time limits may be extended.

APPOINTMENTS AND PROMOTIONS

- 7.01 All promotions shall be made by the Chief.
- 7.02 (a) All promotions shall be made from among the Members of the CPS best qualified to fill the vacancies and shall take into consideration each person's suitability, experience, ability, education, and training.

In addition to the above, only people assessed as having good conduct shall be considered for promotion.

- 7.02 (b) With the exception of promotions to the rank of Inspector, where two or more people are deemed by the CPS to be relatively equal, seniority shall be the determining factor.
- 7.03 No person shall be eligible for appointment or promotion unless they have completed ten (10) years of general police duties provided, however, that this provision shall not apply to specialists being appointed or promoted in any specialized area of the CPS.

OUTSIDE APPOINTMENTS

- 7.04 (a) The Chief may make appointments from outside the CPS to fill vacancies provided it does not displace another Member if, in the opinion of the Chief, no Member of the CPS is qualified to fill any vacancy, which exists in the SOA. The Chief or designate will discuss any such appointments from outside the Service, with the President of the SOA prior to an offer of appointment being extended to the person.
- 7.04 (b) In the event a person is appointed from outside of the CPS at the discretion of the Chief, their rate of pay will be consistent with their complete years of experience, but no higher than the second highest step of the applicable rank.
- 7.04 (c) A person's complete years of service will also be considered when determining annual leave allotments to a maximum of two hundred and forty (240) hours.
- 7.04 (d) The CPS will endeavor to limit appointments from outside the CPS to no more than ten percent (10%) of the total authorized strength of the SOA.

The Chief will advise the President of the SOA of the terms of such appointments.

REJOINING

7.05 Any Member who resigns or retires from the SOA may be appointed to their former rank and step, provided that the Member returns within two (2) years of leaving and has the ability to perform the work, and provided that such rejoining does not displace another Member. In such cases, the Member shall be credited with their prior service for the purposes of annual leave and seniority.

CLOTHING AND/OR DRY CLEANING ALLOWANCE

- 8.01 The City shall on, or before the 31st day of March in each year, pay each Member of the CPS with the rank of Inspector or Superintendent, two thousand and twenty (\$2,020) dollars for annual clothing and/or dry cleaning allowance, or a prorated portion thereof for any period of service less than one year's duration; and The City shall be entitled to recover by pay deduction, if the CPS deems it necessary, any overpayment of clothing and/or dry cleaning allowance to any Member of the CPS with the rank of Inspector or Superintendent. Clothing and/or dry cleaning expenses are to be reported by November 30 of each year and receipts are to be retained by the Member. Any expenses that are not supported by receipts will be declared taxable income.
- No Member shall forfeit any portion of their clothing and/or dry cleaning allowance when absence is due to illness except where such absence exceeds one hundred and nineteen (119) calendar days. Such forfeiture shall be prorated after one hundred and nineteen (119) calendar days.

LEAVE OF ABSENCE

- 9.01 Any Member desiring leave of absence for any period shall apply to the Chief, whose decision shall be final.
- 9.02 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 the Member's 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, the Member's 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, the Member 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 MEBAC.

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

MATERNITY LEAVE

9.03 (a) 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 their 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 9.03 (b).

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

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

- 9.03 (b) A pregnant Member who is deemed unfit to work by the Member's physician, shall be eligible to apply for benefits under the MEBAC plan. When a Member returns from S&A and/or LTD, their maternity leave shall commence the earlier of either the leave date originally specified by the Member or the birth of the child.
- 9.03 (c) A Member returning to work from maternity leave shall give the CPS two (2) weeks' notice in writing of the day on which they intend to resume employment and shall be reinstated to the position held at the time maternity leave commenced or assigned alternate work of a comparable nature.
- 9.03 (d) Members shall also be eligible for the City's Supplemental Unemployment Benefit Plan (SUB Plan) outlined in 9.06, provided the Member meets the plan criteria.

PARENTAL LEAVE

9.04 (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.

- 9.04 (b) When a Member has been granted parental leave, the Member will be required to pay Association dues and their own share of premiums for the applicable benefits under the MEBAC plan in order to maintain benefit coverage. Association dues and benefit premiums are to be paid in advance. The City will also continue to pay its share of the benefit premiums.
- 9.04 (c) A Member returning to work from parental leave shall give the CPS two (2) weeks' notice in writing of the day on which they intend to resume employment and shall be reinstated to the position held at the time parental leave commenced or assigned alternate work of a comparable nature.

BIRTH/CUSTODY LEAVE

- 9.05 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:
- a) for attending the delivery of the child; or,
- b) for attending to the release from hospital of the spouse or partner who has given birth; or,
- on the day of first obtaining custody of a child who has been legally adopted.

SUPPLEMENTAL UNEMPLOYMENT BENEFIT PLAN (SUB PLAN)

- 9.06 (a) Birth mothers who are eligible for Maternity Leave as provided for in 9.03(a), 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.
- 9.06 (b) The SUB plan shall not exceed the seventeen (17) week period outlined in 9.03(a).
- 9.06 (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.
- 9.06 (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.

BEREAVEMENT LEAVE

9.07 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 **Chief People Officer**, Bureau of People and Organizational Development, 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.

Leave of absence with pay of up to seven (7) consecutive days may be granted at the discretion of the **Chief People Officer**, Bureau of People and Organizational Development, 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, a Member may request additional days of leave of absence and such additional days may be granted at the discretion of the **Chief People Officer**, Bureau of People and Organizational Development, or designate.

REMUNERATION

10.01 Any Member shall be paid the annual salary applicable to their classification according to the following schedule, and fully retroactive to the date indicated:

Inspector (04455)	January 4, 2021 Annual Rate 2% Increase Based on 26 pp	January 4, 2021 Hourly Rate
Step I	\$163,563.57	\$78.64
Step II - 5% above Step I	\$171,741.75	\$82.57
Step III - 10% above Step I	\$179,919.93	\$86.50
Step IV - 15% above Step I	\$188,098.11	\$90.43

Movement between steps will be after completion of one (1) year at each step and based on satisfactory performance as determined by the Chief.

Superintendent	January 4, 2021 Annual Rate 2% Increase Based on 26 pp	January 4, 2021 Hourly Rate
Step I	\$193,741.05	\$93.14
Step II - 3% above Step I	\$199,384.00	\$95.86
Step III - 6% above Step I	\$205,026.94	\$98.57

Inspector (04455)	January 3, 2022	January 3, 2022	
	Annual Rate	Hourly Rate	
	3% Increase		
	Based on 26 pp		
Step I	\$168,470.48	\$81.00	
Step II	\$176,894.00	\$85.05	
Step III	\$185,317.53	\$89.09	
Step IV	\$193,741.05	\$93.14	
Superintendent	January 3, 2022	January 3, 2022	
	Annual Rate	Hourly Rate	
	3% Increase		
	Based on 26 pp		
Step I	\$199,553.28	\$95.94	
Step II	\$205,365.51	\$98.73	
Step III	\$211,177.74	\$101.53	
Inspector (04455)	January 2, 2023	January 2, 2023	
	Annual Rate	Hourly Rate	
	3%Increase		
	Based on 26 pp		
Step I	\$173,524.59	\$83.43	
Step II	\$182,200.82	\$87.60	
Step III	\$190,877.05	\$91.77	
Step IV	\$199,553.28	\$95.94	
Superintendent	January 2, 2023	January 2, 2023	
Superintendent	Annual Rate	Hourly Rate	
	3%Increase	riodity Nate	
Cton I	Based on 26 pp	¢00.00	
Step I	\$205,539.88	\$98.82	
Step II	\$211,526.48	\$101.70	
Step II	\$217,513.08	\$104.57	

Movement between steps will be after completion of one (1) year at each step based on satisfactory performance as determined by the Chief.

- 10.02 The foregoing classification system will enable Members to advance to higher pay steps on the basis of:
- (a) experience gained through seniority in the rank.
- (b) responsibility and experience gained through specific assignments.
- (c) knowledge and ability gained through education, i.e. in-service and outside management related courses.

Each Member will be classified by the Chief based on satisfactory performance, established criteria, personal experience, assignment, and qualifications.

10.03 Such annual salary shall be paid regularly in equal biweekly instalments.

COURT ATTENDANCE

11.01 A retired Member of the SOA shall be compensated when they are obliged to attend court to represent the CPS on a matter arising from their former role as a Member of the CPS.

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 the CPS General Counsel.

Such retired Member shall be entitled to pay for each hour spent appearing at Court, to a daily maximum of eight (8) hours. The hourly pay rate shall be based on the classification and the step that the retired Member was being paid at the time of their retirement.

LEGAL EXPENSES AND INDEMNIFICATION

GENERAL

- 12.01 Pursuant to the terms of this Article, The City will indemnify and save harmless any Member from any action, claim, cause or demand whatsoever that may be made or arise out of the Member carrying out the duties of a Police Officer, except where the action of the Member constitutes a gross disregard or neglect of their duty as a Police Officer.
- 12.02 For the purposes of this Article, "all reasonable expenses and costs" means the amount of fees and disbursements charged by legal counsel retained on behalf of the Member that are appropriate and reasonable having regard to the nature of the action or actions of the Member within the scope of their duties and the nature of the proceedings taken, with the exception of punitive damage awards.

The City and/or the CPS reserves the right to review all accounts in accordance with the Alberta Rules of Court, and the Member agrees to cooperate as needed in such review.

- 12.03 The provisions of this Article shall apply to a former Member who incurs costs and expenses in respect to actions they undertook while engaged in the execution of their duties as a Police Officer.
- 12.04 A Member shall be covered by the scope of this Agreement if, in the sole judgement of the Chief, said Member was required to act in the lawful execution of their sworn duties as a Police Officer during their off duty hours. In the event the coverage is denied, the Chief shall provide reasons in writing for the denial to the President of the SOA.
- 12.05 If a Member suffers property damage or loss of property and if, in the sole judgement of the Chief, such damage is a result of the Member's employment as a Police Officer, they shall receive reasonable compensation for such damage or loss. In the event the coverage is denied, the Chief shall provide reasons in writing for the denial to the President of the SOA.

CRIMINAL

- 12.06 The CPS shall pay all reasonable expenses and costs with respect to any criminal investigation taken against or in respect of a Member provided that:
- (a) such investigation arises out of the Member's action while engaged in their duties as a Police Officer:
- (b) the action taken by the Member did not constitute a gross disregard or neglect of their duties as a Police Officer; and,
- the Member has been first Chartered and Cautioned in the criminal investigation or, in the Chief's opinion, failure to do so constituted a Charter breach.
- 12.07 The CPS shall pay all reasonable expenses and costs with respect to any criminal action taken against or in respect of a Member, provided that:
- (a) such action arises out of the Member's action while engaged in their duties as a Police Officer:
- (b) such action taken by the Member did not constitute a gross disregard or neglect of their duties as a Police Officer; and,
- (c) such action did not result in the Member being convicted on any criminal charges or any lesser criminal offenses.

CIVIL AND ADMINISTRATIVE CLAIMS

- 12.08 Excluding claims outlined in Clause 12.09, when any civil action or administrative claim is taken against, or in respect to, a Member, The City shall either:
- (a) appoint counsel from The City Law Department to act on behalf of the Member; or

(b) if The City, in its sole discretion, decides that due to a conflict or other reasons the Member is to be represented by external counsel, The City will retain external counsel for that Member and pay all reasonable expenses and costs related to the defense of the Member in the civil action or administrative claim.

Indemnification in accordance with (a) or (b) above is subject to the following conditions:

- (i) such civil action or administrative claim arises out of the Member's actions while engaged in their duties as a Police Officer; and
- (ii) such action taken by the Member does not constitute a gross disregard or neglect of their duties as a Police Officer.

FATALITY INQUIRY

12.09 When a Member is subpoenaed to attend a Fatality Inquiry Board hearing, the Member shall be represented by counsel appointed to represent the CPS except as provided for in this clause. Where counsel for the CPS determines there is a conflict between the interests of the CPS and the interests of the Member, the CPS shall retain and pay reasonable expenses and costs for separate counsel to act on behalf of the Member. The CPS shall notify the Member in writing as soon as practicable if any conflicts have been identified and the identity of any counsel retained on behalf of the subpoenaed Member.

POLICE ACT / POLICE SERVICE REGULATIONS

12.10 A Member may be personally disciplined pursuant to the Police Act and/or the Police Service Regulations. Where a question arises whether such discipline is in accordance with the Police Act and/or the Police Service Regulations, the matter should follow the appeal procedure as outlined in the said act and regulations. In the event that a Court judgement or Law Enforcement Review Board (LERB) decision is obtained which rules that the matter referred is not in accordance with the Police Act and/or the Police Service Regulations, the CPS shall be liable for all legal costs, fees or expenses. In all other cases, the Member shall be responsible for all their attendant costs.

PENSIONS

- 13.01 Pension benefits and terms and conditions relative thereto are as set forth in the SFPP within the Public Sector Pensions Plan Act and Regulations.
- 13.02 The City shall pay 1.1% of the rate contribution. The remainder of the contribution rate as set forth in the Special Forces Pension Act and Regulations made thereunder shall be shared equally between the Members and The City.

OCCUPATIONAL INJURY COMPENSATION

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

SUPPLEMENTATION OF COMPENSATION

15.01 The attached Appendix "A" forms a part of this Agreement.

WELLNESS ACCOUNT

16.01 **Effective January 1, 2023**, a **six** hundred-dollar (\$600) Wellness Account shall be available for each Member on January 1 of each year of the Collective Agreement set out in Article 1.01. The **six** hundred dollars (\$600) can be designated by each Member into non-taxable or taxable categories. Expenditures rules are those governed by the Canada Revenue Agency (CRA).

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

Signed this	17	day of	OCTOBER	, 2023 in the	City	of	Calgary
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SIGNED ON BEHALF OF THE CORPORATION OF THE CITY OF CALGARY

D. Duckworth CITY MANAGER G. Francois PRESIDENT

SIGNED ON BEHALF OF

OFFICERS' ASSOCIATION

THE CALGARY POLICE SENIOR

K. Martin CITY CLERK

OCT 17 2023

Katarzyna Martin City Clerk

APPROVED

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Solicitors

C. O'Brien VICE PRESIDENT

APPENDIX A

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 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 they reached eighteen (18) years of age; or
 - (iii) is 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 they 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 biweekly basic salary that the Member was entitled to receive at the time the Member was disabled or killed. Regular biweekly 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 the Member 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 the Member was killed; or
 - (ii) the annual career progression to that level which the Member would have automatically progressed only by reason of time in the classification or rank

had the Member 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 the Member was disabled or killed; and

- (iii) any economic or salary changes negotiated from time to time in accordance with the Collective Agreement, and deducting therefrom 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 biweekly basic salary of the Member, in the normal course of events had the Member not been disabled or killed; and, without limiting the generality of the foregoing, shall include any and all deductions for Federal and Provincial Income Tax according to the Member's exemption at the time the Member was disabled or killed, or in the case of a Member who had been killed, according to the exemptions of their surviving partner and/or spouse and children, contributions to any City Pension Plan and Canada Pension Plan, Association dues (applicable in disabled cases only), Employment Insurance Commission premiums, Group Life 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 they were 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 next following, the Member's attainment of sixty-five (65) years of age. This includes, but is not limited to, those references contained within sections 3, 4(a), 9 and 10of this Appendix.
- 2. Where a Member is disabled or killed in the course and scope of the Member's employment with the Calgary Police Service as a direct result of the performance of the Member's sworn duties as a Police Officer, which include:

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

The City shall pay to the Member, if disabled, or to the Member's surviving partner and/or spouse or dependent children, if killed, the Member's full pay under the terms and conditions hereinafter set out PROVIDED that the disability or death of the Member was not due to the Member's own gross disregard or neglect of the Member's 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 biweekly, 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) biweekly a sum equal to twenty percent (20%) of 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 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 is survived by 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 their 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 Plan (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 plan and the Alberta Hospitals Act or any replacement, extension or substitution thereof in Alberta, PROVIDED the surviving partner and/or spouse or any dependent child at all times remains eligible for such coverage.
- 9. On the date that the Member would have retired from the employ of The City, had the Member not been killed as set out in Section 2, The City shall pay to the surviving partner and/or spouse, if alive, each month an amount equal to the monthly pension to which they would have been entitled as a surviving partner and/or spouse had the Member died subsequent to the Member's 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 Calgary 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 biweekly 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 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 Calgary 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 biweekly 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 the Member's annual full pay without any reduction in the Member's full pay but any monies earned by the Member from such employment in excess thereof shall be deducted from the Member's full pay.
- 13. The provisions of this Appendix shall be administered by Human Resources of The City of Calgary.

- 14. Affidavits in a form and containing such information as may be prescribed by The City shall be filed annually with and on a date to be specified by Human Resources of The City 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 has 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.

APPENDIX B

Standard Clothing Schedule

All Members of the SOA will be entitled to the following clothing items:

ITEM ISSUE		DEPRECIATION SCHEDULE
All Weather Jackets	As required, but not more than one (1) every four (4) years	4 years
All Weather Pants	As required, but not more than one (1) pair every three (3) years	
Shirts	As required, but not more than three (3) per year	
Sweaters	As required, but not more than one (1) per vear	
Trousers or Slacks	As required, but not more than two (2) per year	
T-shirts (summer dress requirement)	As required, but not more than once per year, one (1) of the following options: Two (2) mock neck t-shirts	
1 *	or Four (4) t-shirts or One (1) mock neck t-shirt and two (2) t-shirts	1 1
Forage Cap and Hat Badqe	As required, but not more than one (1) every five (5) years	5 years
Boots or Shoes	As required, but not to exceed one (1) pair every six (6) months	
Rubbers or Toe Rubbers	As required	-
Socks	As required, but not to exceed twelve (12) per year	43.19
Shoulder Epaulets	As required, but not more than one (1) every five (5) years	5 years
Burberries	As required	
Winter Hats	As required	
Gloves (hatch and winter)	As required, but not more than one (1) pair each per year	
Ties	As required	1
Tie Clips	As required	
Mess Dress Uniform	As required	1
Wellinqtons	Once	
No. 1 Standard Dress High Collar Tunic, Cloth Belt and Trousers	As required	
No. 1a Standard Dress Administrative Tunic, Cloth Belt and Trousers	As required	

LETTER OF UNDERSTANDING

BETWEEN

THE CALGARY POLICE SENIOR OFFICERS' ASSOCIATION

AND

THE CITY OF CALGARY

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 an 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.
- adjustments to annual leave credits carried forward from one year to another, to reflect the rate of pay at which the annual leave was earned.

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 (1) 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:

LETTER OF UNDERSTANDING

BETWEEN

THE CALGARY POLICE SENIOR OFFICERS' ASSOCIATION

AND

THE CITY OF CALGARY

RE: RELIEF OR TEMPORARY ASSIGNMENTS

Signed this 10 day of 0 chober

When a Member accepts a relief or temporary assignment within the CPS, but outside the bargaining unit, the Member shall retain all past and accruing service and seniority for up to twenty-four (24) months. The City agrees that, when such a Member is temporarily assigned as Chief or Deputy Chief, they shall receive the same level of indemnification as the Chief or Deputy Chief for the duration of their temporary assignment. At the conclusion of the relief or temporary assignment, it is agreed that the Member shall revert to a position within their former rank.

. 2023.

FOR THE CITY OF CALGARY	FOR THE ASSOCIATION
FOR THE CITY OF CALGARY	FOR THE ASSOCIATION
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Dm Hamittan	——————————————————————————————————————
Manager, Labour Relations	Calgary Police Senlor Officers' Association

- provide written authorization to proceed with the recovery of the overpayment, a.
- provide notification of their intent to dispute the validity of the overpayment b. 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; or
 - c. If the Member resigns, retires or is terminated, from their final pay cheque or other funds due on termination.
- 6. If the Member disputes the validity or the amount of the overpayment, the parties will, within twenty-one (21) calendar days meet and attempt to resolve the issue. If it remains unresolved, the following will be set out in writing and forwarded to a single arbitrator for summary adjudication:
 - a. The Finance Services Division will provide the facts said to give rise to the overpayment; and

b. The Member will provide documentation supporting their position.

Signed this day of	, 2023.
FOR THE CITY OF CALGARY	FOR THE ASSOCIATION
Dm Damilton. Manager, Labour Relations	Calgary Police Senior Officers' Association

LETTER OF UNDERSTANDING

BETWEEN

THE CALGARY POLICE SENIOR OFFICERS' ASSOCIATION

AND

THE CITY OF CALGARY

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This letter confirms the understanding between The City and the SOA concerning the payment of overtime for the duration of the Collective Agreement.

The parties recognize that there are ongoing requirements for Members to work additional hours as part of their regular duties and responsibilities and that their annual salary reflects those additional hours.

Consideration may be given to payment of overtime when Members return to duty to serve as an Incident Commander at a Level 2 call or when Members work additional hours as a result of extraordinary major events or exceptional circumstances. What constitutes an "extraordinary major event" or an "exceptional circumstance" is determined at the sole discretion of confirmed Deputy Chiefs or the Chief. Their determination shall be final and binding.

An overtime request may be submitted prior to, or after, the event in question. Such request shall be submitted by the Member to their immediate supervisor, who will then present it to the confirmed Deputy Chief of their Bureau, or the Chief for approval. If approved, all overtime hours shall be paid out at double time (2x) the Member's regular hourly rate of pay.

Signed this day of day of	, 2023.
FOR THE CITY OF CALGARY	FOR THE ASSOCIATION
	AMA
Dm Hamilton	
Manager, Labour Relations	Calgary Police Senior Officers' Association

LETTER OF UNDERSTANDING

BETWEEN

THE CALGARY POLICE SENIOR OFFICERS' ASSOCIATION

AND

THE CITY OF CALGARY

RE: DUTY INSPECTORS PERMANENTLY ASSIGNED TO THE REAL TIME OPERATIONS CENTRE (RTOC)

The parties recognize the unique scheduling requirements for Duty Inspectors permanently assigned full time to the Real Time Operations Centre (RTOC).

To ensure continuity of leadership and decision-making within the RTOC teams and to allow for better alignment with the support units they work with, Duty Inspectors permanently assigned full time to the RTOC will work a schedule that meets the following criteria:

- a. Shall be a four (4) week schedule consisting of twelve (12), twelve (12) hour reliefs and two (2), eight (8) hour reliefs, averaging forty (40) hours per week over the four (4) week schedule; and,
- b. The two (2), eight (8) hour reliefs shall occur on Thursdays. The additional four (4) hours worked on Thursdays shall be considered overtime and paid out at double time (2x) the Member's regular hourly rate; and,
- c. All days including sickness and accident days, statutory holidays, vacation and working days shall be considered as twelve (12) hour days and eight (8) hour days respectively.

The terms and conditions of this Letter of Understanding apply only to Inspectors who are promoted to the rank and assigned to the RTOC on a permanent basis. Inspectors seconded into the RTOC for twenty-eight (28) consecutive days or more shall also be entitled to the provisions outlined in this Letter of Understanding.

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.

	4				
Signed this	10	day of	October	, 2	2023.

FOR THE CITY OF CALGARY

FOR THE ASSOCIATION

Manager, Labour Relations

Dm Hamilton

Calgary Police Senior Officers' Association

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