

Without Prejudice

This is a one-time offer which is open for acceptance until 4:30pm Friday, November 4, 2016. If this Memorandum is not signed by both parties by that date and time, it will be automatically revoked. The parties will commence collective bargaining for a revised agreement to the 2014-2016 collective agreement on February 3, 2017 as requested by the CPA in correspondence dated September 28, 2016 and agreed upon by The City in correspondence dated October 3, 2016. This offer will not be construed as an "opening position" and proposals and discussions related to this offer shall not be relied on by either party in future bargaining.

FINAL OFFER

MEMORANDUM OF SETTLEMENT

BETWEEN

THE CITY OF CALGARY

AND

CALGARY POLICE ASSOCIATION

(Contract expires 2016 December 25th)

The parties herein agree to the terms of this Memorandum as constituting full settlement of all issues between the parties. Unless otherwise specified, changes to terms and conditions will be effective December 26th 2016.

The Undersigned representatives of the parties do hereby agree to present and support, as the best offer, to their respective principals the following changes to the 2014 – 2016 Collective Agreement:

TERM OF AGREEMENT

1.01 This Agreement shall be in full force and effect and shall be binding upon The City of Calgary and the Association and their respective successors and assigns during the period from **2016 December 26 to January 5, 2018**, 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.

ACCUMULATION OF ANNUAL VACATION

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

- (i) full LTD benefits; or
- (ii) full WCB benefits after 119 calendar days;

shall not accrue vacation entitlement.

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

STATUTORY HOLIDAYS

2.03 All Members shall become entitled to all of the statutory holidays hereinbefore set forth without loss of pay after the completion of thirty (30) calendar days of service except when on leave of absence. ~~No benefit shall be granted to any Member for any statutory holiday, if the Member is absent the working day immediately before and/or immediately following the holiday, unless he has prior permission for purposes of receiving Statutory Holiday pay, medical documentation from a doctor or a licensed nurse confirming the employee was unable to attend work due to illness or injury. Where a Member works his regularly scheduled Shift on the statutory holiday, but is absent the working day before and/or after the statutory holiday, the Member is not required to produce medical documentation.~~ If a statutory holiday falls during a period of approved sick leave, the Member shall receive only his regular S & A pay for which he is eligible.

CLOTHING

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

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

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

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

12.04 (b) The City of Calgary 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.

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).

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.

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

12.04 (b) (i) The City of Calgary 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 Article 12.04(b). 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 Calgary Police Service 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.**

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

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

MATERNITY LEAVE

13.03 (i)

- (a) A ~~permanent employee~~ **pregnant Member who is confirmed in employment or who has twelve (12) months Continuous Service** is pregnant shall be entitled to maternity leave ~~without pay~~ for a period not to exceed ~~fifteen (15)~~ **seventeen (17) weeks, which includes any health-related portion and the two (2) week Employment Insurance waiting period.** During the first six (6) months of her pregnancy a ~~permanent employee~~ **the Member** shall apply in writing for maternity leave, including advice to her ~~Business Unit~~ **the Human Resources Operating Section** of the estimated delivery date and her date of commencement of maternity leave. Maternity leave shall commence at the time designated by the ~~employee~~ **Member**, within twelve (12) weeks of the estimated delivery date, except under circumstances in 13.03(i)(b).

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

When an ~~employee~~ **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 Municipal Employees Benefit Association of Calgary (**MEBAC**) plan in order to maintain benefit coverage. **Union dues and Bbenefit** premiums are to be paid in advance and shall be based on the ~~employee's~~ **Member's** average earnings over a period of six (6) months immediately preceding the date of such maternity leave.

- (b) A ~~permanent employee~~ **Member** who is pregnant **and is deemed unfit to work** shall ~~not continue in her Position following such time as,~~ in the opinion of the ~~City Medical Officer and in consultation with her personal physician,~~ her ability to carry out her assignments is limited by her pregnancy (including premature birth). At this time the employee shall be **eligible to apply for S&A benefits under the MEBAC plan** commence maternity leave if she is within twelve (12) weeks of the estimated delivery date.
- (c) A ~~permanent employee~~ **Member** returning to work from maternity leave shall give the **City Calgary Police Service** two (2) weeks notice in writing of the day on which she intends to resume employment and shall be reinstated to the Position held at the time maternity leave commenced or **with assigned** alternate work of a comparable nature. At the **City's Calgary Police Service's** request, the ~~employee~~ **Member** returning to work will provide a medical certificate indicating that the resumption of work by the ~~employee~~ **Member** will not endanger her health.
- (d) An ~~employee~~ **A Member** who is **not confirmed in employment** ~~has not yet attained permanent status,~~ but who has completed six (6) months or

~~more consecutive service~~ **Continuous Service** may apply, and at the discretion of ~~management the Inspector, Human Resources Operations Section~~, be granted maternity leave ~~without pay~~ on the same conditions as a permanent employee **Member confirmed in employment**. If granted maternity leave, and upon returning to work from such leave, the employee **Member** shall be provided **assigned with** work of a comparable nature at not less than the same salary and other benefits that had accrued to the employee **Member** prior to commencing maternity leave. **At the Calgary Police Service's 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.**

- (e) **Female Members shall also be eligible for the City of Calgary's Supplemental Unemployment Benefit Plan (Sub Plan) outlined in 13.03 (l), provided the Member meets the plan criteria.**

PARENTAL LEAVE

13.03 (j)

- (a) A natural or adoptive parent, who is a Member confirmed in employment or who has twelve (12) months ~~cumulative service~~ **Continuous Service** is entitled to an unpaid parental leave of up to thirty-seven (37) 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 of Calgary employs both parents, they may share the leave, with the total not to exceed thirty-seven (37) weeks. **Members eligible for both maternity leave and parental leave shall not exceed fifty two (52) 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) A natural or adoptive parent who is a Member who is not confirmed in employment **but who has completed six (6) months or more and has less than twelve (12) months cumulative service** **Continuous Service** may apply, and at the discretion of ~~management the Inspector, Human Resources Operations Section~~, be granted parental leave without pay on the same conditions as the confirmed Member.
- (c) 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 Municipal Employees Benefit Association of Calgary plan in order to maintain benefit coverage. **Union dues and Bbenefit** premiums are to be paid in advance and shall be based on the Member's average earnings over a period of six months immediately preceding the date of such parental leave. The City of Calgary will also continue to pay its share of the benefit premiums.

- (d) A Member returning to work from parental leave shall give the ~~City of Calgary~~ **Calgary Police Service** 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 ~~with~~ **assigned** alternate work of a comparable nature.

SUPPLEMENTAL UNEMPLOYMENT BENEFIT PLAN (SUB PLAN)

13.03 (l)

The City of Calgary agrees to implement a Supplemental Unemployment Benefit Plan (SUB) which shall take effect December 26th, 2016 and apply to maternity leaves which commence on or after that date. The terms of the SUB plan shall be as follows:

- a) Birth mothers who are eligible for Maternity Leave as provided for in 13.03 (i) (a), 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 13.03 (i).
- c) The SUB plan shall provide a 5% top-up to the health-related portion of the Maternity Leave, provided for by MEBAC, of the Member's bi-weekly gross earnings, less Employment Insurance benefits and any other earnings received by the Member.
- d) Following the conclusion of the health-related portion of the Maternity Leave provided for by MEBAC, the SUB plan payments shall be ninety-five percent (95%) of the Member's bi-weekly gross earnings, less Employment Insurance benefits and any other earnings received by the Member for the balance of the seventeen (17) week Maternity leave period.
- e) A Medical Certificate advising the date the baby was born and the method of delivery must be submitted to the City of Calgary's Benefit Liaison for approval of both the health-related portion of the Maternity Leave and the SUB plan.

Renumber Compassionate Leave to 13.03 (m).

WAGES

- **2.5% increase effective December 26, 2016**

LETTERS OF UNDERSTANDING

Incorporate New Letter of Understanding:

- **RE: FLEXIBLE WORK OPTIONS (attached)**

Renew the following Letter of Understanding with amendments:

- **RE: WORKING CONDITIONS - DISTRICT 5 (attached)**
- **RE: RETENTION OF EXPERIENCED POLICE OFFICERS (attached)**
- **RE: WORKING CONDITIONS – DISTRICT 2 (attached)**

Renew the following Letters of Understanding:

- **RE: WORKING CONDITIONS**
- **RE: SCHEDULE A (5th Class Constable) RECRUITMENT STRATEGY**
- **RE: REGIMENTAL SERGEANT MAJOR**
- **RE: RECOVERY OF OVERPAYMENTS**
- **RE: AUXILIARY CADET TRAINING PREMIUM**

Delete the following Letters of Understanding:

- **RE: TELEWORK**

*** Renumber Letters of Understanding as required**

LETTER OF INTENT

- **Letter of Intent regarding calculation of pensionable hours**

**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 number of flexible work options, including non-standard schedules, job sharing 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 24.00 Job Sharing.

Eligibility and Application

A Member of the Calgary Police Service (CPS) who is confirmed in employment 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 Inspector, Human Resources Operations 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 Calgary Police Association shall be notified of each application for a flexible work option and its outcome.

For a six (6) month trial period after 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 or job share position back to standard hours;
- b) subject to availability, transfer the Member from a non-standard position or a job share 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 less than an average of forty (40) hours per week, but maintains an average schedule of at least thirty (30) hours a week, based on the unit's schedule. This minimum thirty (30) hour per week schedule ensures the Member remains eligible to participate in the Special Forces Pension Plan (SFPP) and for benefits under the Municipal Employees Benefit Association of Calgary (MEBAC) Agreement.

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-ration 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 2.01(b) shall be pro-rated based on hours worked and Clause 2.01 (e) shall apply.

3. Statutory Holidays

If a statutory holiday falls on a regular day off of a Member who works a non-standard schedule, that Member shall be entitled to receive six (6) time credits. A Member who is in receipt of full long term disability (LTD) benefits or full Workers Compensation Board (WCB) benefits shall not be entitled to any time credits. However, a Member who is in receipt of partial LTD or WCB benefits shall be entitled to receive six (6) time credits.

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 2.02 (b) and (c).

4. Court Time

A Member working a non-standard schedule shall receive three-quarters (3/4) of the Time Credits stipulated in the Collective Agreement (to the nearest whole Time Credit) in relation to Court attendance, on an off duty day.

5. 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 3.01 (a), in accordance with Clause 3.01(c), and Letter of Understanding 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 Service shall endeavour to avoid requiring Members working non-standard schedules from working overtime.

6. Clothing

The entitlement of a Member working a non-standard schedule to a plainclothes allowance and/or dry cleaning allowance in accordance with Clause 12.04 (b) and 12.04 (b) (i), shall be pro-rated according to their actual hours worked. Notwithstanding this pro-ration, no Member working a non-standard schedule shall receive less than seventy-five percent (75%) of the entitlement provided to a Member working a standard schedule.

Job Sharing

A job share arrangement is whereby two (2) Members of the Calgary Police Service share the pay, allowances and hours of work of a single, full-time position. Both Members must qualify for the position they share. A job share participant must maintain a weekly schedule which averages twenty (20) hours to remain eligible to participate in the SFPP and in MEBAC. As a result of working fewer weekly and biweekly hours or days, a Member's pay, allowances and hours are pro-rated as set out in this Section. The Member's service based entitlements shall be pro-rated based on twenty (20) hours a week and the pro-ration is calculated based on the standard two thousand eighty-eight (2088) annual hours.

1. Service and Seniority

A Member shall continue to accrue both service and seniority when working in a job share arrangement.

2. Vacation Entitlement

For the duration of the job-sharing arrangement, the Member's annual vacation entitlement as addressed in Clause 2.01(b) shall be pro-rated based on hours worked and Clause 2.01 (e) shall apply.

3. Statutory Holidays

With respect to Clause 2.02 pertaining to statutory holidays and Christmas and New Year's Eve, the City of Calgary will not assume additional costs in statutory holiday pay or holiday premiums beyond that which would be paid to one (1) full-time Position. However, if for whatever reason the CPS schedules both Members to work, they shall each receive compensation in accordance with the Clause 2.02.

If a statutory holiday falls on a regular day off of a Member working a job share, that Member shall be entitled to receive four (4) time credits. A Member who is in receipt of full LTD benefits or full WCB benefits shall not be entitled to any time credits. However, a Member who is in receipt of partial LTD or WCB benefits shall be entitled to receive four (4) time credits.

A Member who works a job share 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.

4. Court Time

A Member working a job share arrangement shall receive half (1/2) of the Time Credits stipulated in the Collective Agreement (to the nearest whole Time Credit) in relation to Court attendance, on an off duty day.

5. Overtime

A Member working a job share shall be paid overtime when their daily hours worked exceed the regularly scheduled hours per relief (ranging from eight (8) to twelve (12) hours) or when the hours exceed an average of eighty (80) hours over a four (4) week cycle.

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 Service shall endeavour to avoid requiring Members working in job share arrangement from working overtime.

6. Clothing

The entitlement of a Member working a job share arrangement to a plainclothes allowance and/or dry cleaning allowance in accordance with Clause 12.04 (b) and 12.04 (b) (i), shall be divided between the two (2) participants in such a way that the total cost does not exceed what would have been issued/paid to one (1) Member working a standard schedule.

Telework

“Telework” means an arrangement where a Member works away from the Calgary Police Service 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 or may also participate in a job share.

Where telework arrangements have been layered with either non-standard or job-share, 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.**

Members who request an alternate shift that regularly incurs shift differential shall not be entitled where the alternate schedule differs from the regular schedule. In the event that 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 work space 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 2.08.**

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 _____ day of _____, 2016.

FOR THE CITY OF CALGARY

FOR THE ASSOCIATION

Manager, Labour Relations

President, Calgary Police Association

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

RE: WORKING CONDITIONS - DISTRICT 2

Notwithstanding Article 3.01 (a), the parties agree that for the duration of the Collective Agreement, Members working in District 2 shall be subject to the following conditions:

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

- (i) four (4) Reliefs of ten (10) hours each; or
- (ii) as is common and past practice at the sole discretion of the Chief of Police, five (5) Reliefs of eight (8) hours each for training courses, major and/or special events, Stampede Week, etc.; or
- (iii) 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 sixteen (16) 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 _____ day of _____, 2016.

FOR THE CITY OF CALGARY

FOR THE ASSOCIATION

Manager, Labour Relations

President, Calgary Police Association

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

RE: WORKING CONDITIONS – District 5

Notwithstanding Article 3.01 (a), the parties agree that for the duration of the Collective Agreement, Members working in District 5 shall be subject to the following conditions:

- The Regular work week shall be comprised of an eight (8) week schedule that includes two (2) days, two (2) nights and four (4) days off.
- The Reliefs shall consist of twelve (12) hour dayshifts, eleven and a half (11 ½) hour night shifts, one (1) day shift scheduled off every eight weeks and two (2) nine (9) hour training days per year.

If either party wishes to terminate this Letter of Understanding, they may do so with eight (8) weeks written notice.

Signed this _____ day of _____, 2016.

FOR THE CITY OF CALGARY

FOR THE ASSOCIATION

Manager, Labour Relations

President, Calgary Police Association

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

RE: RETENTION OF EXPERIENCED POLICE OFFICERS

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

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

This Letter of Understanding (LOU) shall become null and void effective **January 5, 2018** unless the City of Calgary and the Calgary Police Association mutually agree to an extension. Failing an agreement to extend the LOU, those Members who become eligible during the life of this collective agreement to receive this additional index pay of three percent (3%) will continue to receive this payment until the Member either retires, resigns or is terminated, but no other Members would become eligible following the expiration of the LOU on **January 5, 2018**.

Signed this _____ day of _____, **2016**

FOR THE CITY OF CALGARY

FOR THE CALGARY POLICE ASSOCIATION

Manager, Labour Relations

President

LETTER OF INTENT #1

(To form part of the Memorandum of Settlement but not part of the Collective Agreement)

November 3rd, 2016

Mr. Howard Burns

President

Calgary Police Association

Dear Sir:

The parties have agreed to a Letter of Understanding Re Voluntary Flexible Work Options. This Letter acknowledges that Members working non-standard schedules may be required to work additional, unscheduled hours. Although these hours are additional to the Member's non-standard schedule, they do not exceed the standard daily or weekly hours for the Member's position and therefore are paid at straight time. Such extra unscheduled hours shall be included in the calculation of the Member's service for the purpose of prorating their contractual entitlements to annual leave and the plainclothes allowance.

Additionally, in the absence of a legislative or regulatory prohibition, The City of Calgary intends to include these additional hours as pensionable earnings when submitting the records of pensionable hours worked by such Members to the Administrator of the Special Forces Pension Plan. The City will notify the Calgary Police Association in the event that the Administrator rejects the inclusion of these hours in the Member's pensionable earnings.

Yours truly,



A.M. Montanaro

Labour Relations Leader

Thursday November 3rd 2016

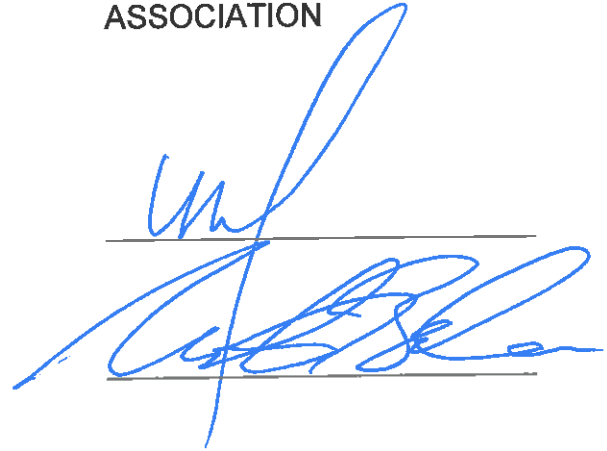
Signed the 3rd day of November 2016

FOR THE CORPORATION OF

FOR THE CALGARY POLICE
ASSOCIATION

THE CITY OF CALGARY





unflood

