

COLLECTIVE AGREEMENT

between

THE CITY OF EDMONTON

A Municipal Corporation
(hereinafter called the "City")

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 30 (EDMONTON CIVIC EMPLOYEES)
THE AMALGAMATED TRANSIT UNION LOCAL NO. 569
THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 1007 (CIVIC UNIT)
(hereinafter called the "Association")

Duration: January 21, 2007 to December 20, 2008

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LETTERS OF UNDERSTANDING

- Letter #1 Supplementary Health Care Plan
- Letter #2 Benefits Plans
- * Letter #3 Dependent Group Life
- * Letter #4 Supplementary Health Care Plan, Article 11

NOTES:

1. An asterisk (*) designates a clause that existed in the previous Agreement which has been reworded.
2. A double asterisk (**) designates a new clause.

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between

THE CITY OF EDMONTON

A Municipal Corporation
(hereinafter called the "City")

Of The First Part

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 30 (EDMONTON CIVIC EMPLOYEES)
THE AMALGAMATED TRANSIT UNION LOCAL NO. 569
THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 1007 (CIVIC UNIT)
(hereinafter called the "Association")

Of The Second Part

1. AMENDMENT AND TERMINATION

1.01. WITNESS that this Agreement shall be in force and effect from the first day of the pay period following ratification by the parties to December 20, 2008, and shall continue in force and effect beyond the expiration date from year to year thereafter, unless terminated by written notice from either party to the other not more than one hundred and twenty (120) days, nor less than sixty (60) days, prior to the expiration date. In the event that this Agreement is not terminated in accordance with the preceding, it may be terminated by written notice from either party to the other not more than one hundred and twenty (120) days, nor less than sixty (60) days, prior to its anniversary date thereafter. If amendment is desired, the existing Agreement shall remain in force until the process of bargaining has been completed. Changes in this Agreement agreed upon by the parties hereto, however, may be made at any time, provided that such changes are properly finalized in writing and executed by the authorized representatives of the parties to the Agreement.

1.02. Notwithstanding 1.01., if notice is given to terminate this Agreement, the terms and conditions of employment set forth in this Agreement, shall then be deemed to become a part of the respective Local Agreement(s) of the Association affiliates, until the expiration of the said Local Agreement(s) or the entering into of a new Association Agreement, whichever first shall occur. Upon entering into of a new Association Agreement, the new terms and conditions set out therein shall then be in full force and effect.

Notwithstanding any of the foregoing, in the event of a strike or lockout, involving any of the affiliates and the City of Edmonton, this Agreement shall be null and void for the affiliate involved in the strike or lockout effective upon the date of the strike or lockout.

1.03. It is understood that some Local Agreements contain provisions relating to some of the subject matter covered by this Agreement. Except as otherwise specifically provided for in this Agreement, in the event of conflict between the respective provisions, the Association Agreement provisions shall govern. The specific provisions contained in the Local Agreements for Community Service Operators and Disabled Adult Transit Service (DATS) Drivers will determine the eligibility for benefits for these groups of employees. There shall be no pyramiding of benefits under this Agreement on top of similar benefits in the Local Agreements (for example, two sets of vacation benefits).

- 1.03. During the term of this Agreement, no affiliate or the City shall be allowed to amend any of the provisions within this Agreement except as provided in Article 1.01. In addition, during the term of this Agreement, affiliates or the City shall not amend any local agreement in such a manner so as to provide Statutory Holiday, Vacation Leave, Income Protection, Long Term Disability, Alberta Health Care, Group Life, Supplementary Health Care, Dental or Supplementation of Compensation benefits which are beyond those specifically provided for in this Agreement unless the affiliate is exempt from the specific provisions within this Agreement.
- 1.04. Notwithstanding 1.01., one (1) or more affiliates may withdraw from this Agreement by providing written notice to the City and the Association at least sixty (60) days prior to the date of withdrawal.
- 1.04.01. On the day immediately following the effective date of withdrawal, the terms and conditions set forth in this Agreement shall then be deemed to become part of the Local Agreement(s) of the affiliate(s) who withdrew from the Association.
- 1.04.02. On the day immediately following the effective date of withdrawal, all premium, claim and expense accounting, for the affiliate(s) withdrawing, shall be separated from the Association accounts and shall be accounted for separately in newly established account(s) of the affiliate(s).

2. DEFINITIONS

2.01. Affiliate

The word "affiliate" when used in this Agreement shall mean any of the following:

Canadian Union of Public Employees Local 30 (Edmonton Civic Employees)
Amalgamated Transit Union Local No. 569
The International Brotherhood of Electrical Workers, Local 1007 (Civic Unit)

2.02. Calendar Year

The words "calendar year" when used in this Agreement shall mean a period of twelve (12) calendar months, commencing with the first day of January to December 31.

2.03. Class

The word "class" when used in this Agreement shall mean a group of positions having sufficiently similar duties, responsibilities, authority and required qualifications that a common descriptive title may be used.

2.04. Continuous Employment

The words "continuous employment" when used in this Agreement shall mean continuous permanent or probationary employment with the City.

2.05. Employee

The word "employee" when used in this Agreement shall mean a person assigned to a position coming within the scope of a Local Agreement.

2.06. Life Event

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The words "Life Event" when used in this agreement shall mean:

- Marriage or cohabitation with a common-law spouse for a continuous two-year period;
- Birth, adoption or change in custody of a dependent child;
- Divorce;
- Legal separation or the ending of a common-law relationship;
- Death of a spouse or dependent child;
- Loss of a spouse's or dependent child's coverage under the spouse's employer's plan;
- Dependent no longer qualifies as a dependent under the plan; or,
- Spouse becomes eligible for benefits that are at least equivalent to the coverage provided under the City's plans.

2.07. Local Agreement

The words "Local Agreement" when used in this Agreement shall mean a Collective Agreement negotiated between a Union Local affiliate of the Edmonton Association of Civic Employees and the City of Edmonton.

2.08. Member

The word "member" when used in this Agreement, in reference to a specific Plan contained herein, shall mean an individual who, through the individual's employment with the City, has entered into participation in such Plan in accordance with the requirements of such Plan and has continued to participate in such Plan.

2.09. Monthly Salary

The words "monthly salary" when used in this Agreement shall mean:

Bi-weekly pay at regular rate of pay $\frac{X_{26.1}}{12}$ = Monthly Salary.

2.10. Normal Retirement Age

The words "normal retirement age" when used in this Agreement shall mean sixty-five (65) years of age.

2.11. Part-Time Employee

The words "part-time employee" when used in this Agreement shall mean an employee who is a part-time employee in accordance with the terms and conditions of the applicable Local Agreement.

2.12. Permanent Employee

The words "permanent employee" when used in this Agreement shall mean an employee who is a permanent employee in accordance with the terms and conditions of the applicable Local Agreement.

2.13. Position

The word "position" when used in this Agreement shall mean a specific set of duties and conditions developed for the purpose of assignment to a single incumbent.

2.14. Probationary Employee

The words "probationary employee" when used in this Agreement shall mean an employee who is a probationary employee in accordance with the terms and conditions of the applicable Local Agreement.

2.15. Provisional Employee

The words "provisional employee" when used in this Agreement shall mean an employee who is a provisional employee in accordance with the terms and conditions of the applicable Local Agreement.

2.16. Regular Rate of Pay

The words "regular rate of pay" when used in this Agreement shall mean the rate of pay assigned to a permanent/probationary employee/member for the position to which the employee/member is permanently appointed or serving the required probationary period or trial term thereof; or the rate of pay assigned to a temporary or provisional employee/member for the position to which he/she is staff formed.

2.17. Temporary Employee

The words "temporary employee" when used in this Agreement shall mean an employee who is a temporary employee in accordance with the terms and conditions of the applicable Local Agreement.

2.18. Trial Term

The words "trial term" when used in this Agreement shall mean the trial period of employment of an employee in a permanent position coming within the scope of the applicable Local Agreement.

3. STATUTORY HOLIDAYS

3.01. The provisions under this section do not represent all of the provisions governing Statutory Holidays for affiliate Locals and further provisions may be included in each applicable Local Agreement.

3.02. For employees coming within the jurisdiction of I.B.E.W. Local 1007, C.U.P.E. Local 30 and A.T.U. Local 569, the following days shall be recognized as statutory holidays for the purpose of this Agreement, and all permanent, provisional and probationary employees shall be entitled to the holidays specified, provided they meet the terms and conditions set out in the Local Agreement which applies to them:

New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day (July 1), Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day (December 26), and any other holiday which the City allows employees as a whole.

- 3.03. Temporary employees who have completed thirty (30) calendar days of continuous service immediately prior to the statutory holiday or have completed thirty (30) working days with the City in the preceding twelve (12) months shall be entitled to receive such statutory holidays as are set forth in section 1(1)(g) of the Employment Standards Code (S.A. 1996 c.E-10.3), or as follows (whichever is more favourable), provided they meet the terms and conditions set out in the Local Agreement which applies to them:

New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Remembrance Day and Christmas Day.

- 3.04. Part-time employees shall be entitled to statutory holidays commensurate with their status as temporary, provisional, probationary or permanent and shall be paid at their regular rate of pay for hours which shall be determined by dividing the average weekly number of hours worked by the employee in the nine (9) weeks preceding the statutory holiday by five (5).

4. ANNUAL VACATION LEAVE

- 4.01. The provisions under this section do not represent all of the provisions governing annual vacation leave for affiliate Locals and further provisions may be included in each applicable Local Agreement.
- 4.02. A permanent or probationary employee shall be eligible for paid vacation leave in accordance with the provisions of Appendix I.
- 4.03. A provisional or temporary employee shall be eligible for paid vacation leave in accordance with the provisions of Appendix II.
- 4.04. An employee shall be entitled to vacation credits commensurate with the employee's status as temporary, provisional, probationary or permanent and the employee's vacation pay shall be his/her regular rate of pay. Part-time employees shall be paid vacation credits to which they are entitled at the regular rate of pay for hours which shall be determined by dividing the average weekly number of hours worked by the employee in the eight (8) weeks preceding the scheduled vacation by five (5). This provision respecting part-time employees shall not apply to employees coming within the jurisdiction of the A.T.U. Local No. 569.
- 4.05. When a full-time temporary or provisional employee is appointed to the permanent staff, the employee's length of service for vacation leave entitlement purposes shall be established by adding together the total number of pay periods employed with the City as a full-time provisional or temporary employee and dividing by twenty-six point one (26.1). The result thus obtained shall constitute the years of service and these, added to subsequent continuous years of service, shall constitute the years of continuous service for vacation entitlement purposes as provided in the vacation leave Appendices. However, the months employed as a temporary or provisional employee which occur prior to a break in employment of twelve (12) continuous months will not be used in ascertaining years of service for vacation leave purposes.

- 4.06. When a part-time employee is appointed to a full-time position, the employee's length of service for vacation leave entitlement purposes shall be established by adding together the total number of straight time hours employed with the City as a part-time employee in a calendar year and dividing by the yearly number of hours worked by full-time employees in similar positions. The result thus obtained shall constitute the years of service and these added to subsequent years of continuous service shall constitute the years of continuous service for vacation entitlement purposes as provided in the vacation leave Appendices. However, part-time employment which occurred prior to a break in employment of twelve (12) continuous months will not be used in ascertaining years of service for vacation leave purposes.
- 4.07. An employee shall receive annual paid vacation leave in any vacation year, in an unbroken period, unless otherwise mutually agreed upon by the employee and the City.
- 4.08. Subject to City Policy, an employee may be permitted to carry over vacation to the next vacation year.
- 4.09. On termination of employment, for whatever reason, an employee shall be paid out for any unused vacation credits at the employee's regular rate of pay. In case of death, payment shall be made to the employee's estate. The City shall recover any vacation leave advanced to the employee from any monies which are owed to the employee.
- 4.10. If a recognized holiday, for which an employee is eligible, occurs during a period of annual vacation leave of that employee, the employee shall receive equal time off, with pay, or pay in lieu thereof, at the discretion of the City.
- 4.11. An employee who has been absent from work without pay shall cease to earn vacation credits commencing with the first (1st) complete pay period of such absence and continuing until the employee returns to work.
- 4.12. A permanent or probationary employee absent because of occupational or non-occupational disability shall earn vacation credits in accordance with the following:
- 4.12.01. A permanent or probationary employee absent because of occupational disability for a period in excess of one hundred and eighty (180) consecutive calendar days, shall cease to earn vacation credits after the one hundred and eightieth (180th) calendar day until the employee returns to work.
- 4.12.02. A permanent or probationary employee who is in receipt of Income Protection benefits shall continue to earn vacation credits.
- 4.12.03. A permanent or probationary employee who is in receipt of Long Term Disability benefits shall cease to earn vacation credits until the employee returns to work for the City in any form of remunerated employment.

- 4.13. If an employee produces evidence within twenty-four (24) hours of his/her return to work, satisfactory to the City, proving that he/she was incapacitated to the extent which required the employee to be confined to residence or hospitalized, through non-occupational sickness and/or injury for a period of three (3) working days or more during his/her annual vacation, such whole period shall not be included in the employee's annual vacation entitlement, but shall be charged to the employee's sick pay entitlement, subject to the agreement of the City. The conversion of vacation to income protection will only be considered if the employee had reported the disability to the City during the period of confinement. Decisions on an employee request to convert vacation to Income Protection shall be copied to the Union.

NOTE: Such evidence must have been obtained during the period of disability and indicate the nature of the incapacitation and also why and how such incapacitation would require confinement.

- 4.14. A permanent or probationary employee on annual vacation shall be eligible for bereavement leave in accordance with the applicable bereavement leave provisions.
- 4.15. Insofar as the efficient operation of a department will permit, an employee shall have the right to choose the period of vacation according to seniority standing and in accordance with the provisions contained in the applicable Local Agreement.
- 4.16. The vacation year for employees within the jurisdiction of C.U.P.E Local 30 and Local 1007 I.B.E.W. shall be the period between the day after the last full pay ending in April and the final day of the last full pay ending in April of the following year inclusive. The vacation year for A.T.U. Local 569 shall be the period between the day after the last full pay ending in December and the final day of the last full pay ending in December of the following year.
- 4.17. An employee may be allowed to take vacation leave to the maximum of his/her earned vacation leave. During the vacation year in which the employee is eligible for increased vacation entitlement, and thereafter, the employee may use such increased vacation entitlement prior to his/her anniversary date. In the event that such increased vacation entitlement is used prior to his/her anniversary date and the employee leaves the service of the City prior to the employee's anniversary date the provisions for recovery of advanced vacation credits as found in this Agreement shall apply.
- 4.18. In the event that a full-time employee's normal daily hours vary, vacation leave shall be paid in accordance with the applicable Local Agreement.

5. LEAVE OF ABSENCE

5.01. The provisions under this section of the Agreement which apply to leave of absence do not represent all of the provisions which apply to leave of absence and further provisions may be included in the applicable Local Agreement.

5.02. Leave of absence without pay may be granted to the employee at the discretion of the City.

5.02.01. Employees may be approved to utilize vacation credits or banked time to attend to short-term emergent family situations.

5.03. An employee engaged in other employment for gain without the express written consent of the City while on leave of absence shall be deemed to have automatically terminated his/her service with the City.

5.04. Bereavement Leave

A permanent or probationary employee shall be granted time off with pay, at the regular rate of pay, for the position to which such employee is permanently appointed or serving a required trial term thereof, for the purpose of making arrangements for, or attending, a funeral in accordance with the following:

5.04.01. * When death occurs in the employee's immediate family - that is, current spouse, child/ward, parents, on request, shall be excused for up to any five (5) regularly scheduled consecutive working days without loss of pay at the employee's regular rate of pay, provided the employee attends the funeral. Such leave shall extend past the day of the funeral if there is a demonstrated need for the leave. However, in no event shall such leave exceed the five (5) working days.

5.04.02. * Three (3) days' leave with pay to attend funeral services of persons related as follows: grandchild, guardian, parent of current spouse, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or a related dependent of the employee. The employee, on request, shall be excused for up to any three (3) regularly scheduled consecutive working days without loss of pay at the employee's regular rate of pay, provided the employee attends the funeral. Such leave shall extend past the day of the funeral if there is a demonstrated need for the leave. However, in no event shall such leave exceed the three (3) working days.

5.04.03. One (1) day's leave with pay to attend funeral services of persons related as follows: grandparent or grandparent of current spouse. The employee, on request, shall be excused for up to one (1) regularly scheduled working day without loss of pay at the employee's regular rate of pay, provided the employee attends the funeral.

5.04.04. One-half (½) day's leave with pay to attend funeral services of persons related more distantly than those listed in 5.04.01., 5.04.02., or 5.04.03. above shall be granted upon request. Upon demonstrating the need for additional time due to extenuating circumstances, this leave shall be extended up to one (1) day.

5.04.05. The word "funeral" when used in respect of bereavement leave shall include the initial memorial service which is held in conjunction with a cremation.

- 5.04.06. The term "extenuating circumstances" may include travelling time, shift schedule conflicts, or such other reasons which may be applicable to the individual circumstance.
- 5.04.07. A permanent or probationary employee on leave of absence other than annual vacation leave shall not be eligible for bereavement leave.
- 5.04.08. Should additional time be required due to extenuating circumstances, employees may be approved to utilize vacation credits or banked time, or be granted leave without pay, upon request.

5.05. Compensation for Witness and Jury Duty

An employee who has been subpoenaed to appear in Court as a witness or juror on a working day, during the employee's regular hours of work, shall be allowed the required time off without loss of pay at the employee's regular rate of pay, provided that any witness fees or jury fees paid to the employee for this appearance are given to the City.

5.06. Maternity/Parental Leave

Maternity leave, which is the voluntary leave relating to the birth of a child, shall be granted by the City in accordance with the following:

- 5.06.01. To a pregnant female employee who is either permanent or has been employed with the City for a period of at least twelve (12) consecutive months, upon her application to her Department Head. Except where otherwise specified in the Employment Standards Code, the City will be under no obligation to provide future employment if:
- the employee fails to make an application for maternity leave; and
 - the employee fails to report for work, and
 - the City is unable to reach the employee, or does not receive a satisfactory explanation for the absence.
- * 5.06.02. Maternity leave shall be without salary but eligible employees may receive benefits as stipulated below. Employees on such leave will not lose seniority.
- 5.06.03. Employees who are members of the City's Disability Plans and provide medical evidence satisfactory to the City to substantiate their disability for the valid, health-related portion of their pregnancy may qualify for Supplemental Unemployment (SUB PLAN) benefits for the duration of the valid, health-related period, subject to the terms of the SUB PLAN. In any event, receipt of SUB PLAN benefits will begin no sooner than the date of delivery, subject to the provisions contained in the SUB PLAN. Such employees who do not meet the conditions for eligibility for SUB PLAN benefits during the valid, health-related portion of their pregnancy will be governed by the terms of the City's Disability Plans.

Note: For the purposes of this Section, the City's Disability Plans shall include the Income Protection Plan, Supplementary Unemployment Benefit Plan and Long Term Disability Plan.

"Valid health-related portion" shall mean that period of an eligible employee's pregnancy prior to and following childbirth, during which she is disabled (in accordance with the terms of the City's Disability Plans) and such disability is substantiated by medical evidence satisfactory to the City.

- 5.06.04. Maternity leave shall be applied for in writing, at the earliest possible date, but not less than six (6) weeks prior to the date upon which maternity leave is to commence. Such leave shall commence at any time up to twelve (12) weeks prior to the estimated date of delivery. If the employee is unable to perform the duties of her position or such alternative position which may be available, for which she is qualified, and in the absence of any valid, health-related disability attributable to the pregnancy, the employee shall be required to immediately commence maternity leave in accordance with applicable provisions of the Employment Standards Code.
- 5.06.05. Maternity leave shall be in accordance with the provisions in the Employment Standards Code which is up to fifteen (15) weeks in duration, including any valid, health-related portion that may be encompassed during this period. Birth mothers shall be granted up to thirty-seven (37) additional weeks of unpaid parental leave, for a combined total of fifty-two (52) weeks leave. Employees may be eligible for parental benefits from Employment Insurance during the parental leave period.
- 5.06.06. An employee who is a member of the City's Disability Plans and who subsequently experiences a maternity complication related to the valid, health-related portion of her pregnancy after the conclusion of the maximum period during which SUB PLAN benefits may be available, shall be entitled to receive the balance of disability benefits paid at the applicable level.
- 5.06.07. Whenever the employee is absent for more than the approved period of maternity and/or parental leave, unless the absence is due to unforeseen or unpreventable circumstances the employee shall automatically be deemed to have terminated employment when the said period expires.
- 5.06.08. An employee returning from maternity and/or parental leave within the approved period shall be given the same position, if available, or a comparable position, at the employee's former rate of pay, provided notice of return to work is given to the City. As much notice as possible should be given, but in any event, the notice period shall not be less than four (4) weeks.
- 5.06.09. Parental leave of up to thirty-seven (37) weeks in duration for fathers or adoptive parents will be granted in accordance with the provisions of the Employment Standards Code. Employees on such approved leave will not lose seniority.
- 5.07. Participation in Benefit Plans While on Leave of Absence

Employees granted leave of absence without pay for a period of one (1) complete pay period or more shall, before their leave of absence commences, choose one of the following options:

- (1) make appropriate arrangements through the payroll section of their department to pay both the City and employee portions of the Group Life Insurance, Supplementary Health Care, and Dental Plans prior to commencing their leave of absence. Employees shall be responsible for the full costs of maintaining coverage in the Alberta Health Care Plan. Employees shall also pay the required Long Term Disability Plan contributions for the duration of the leave of absence and shall make appropriate arrangements to pay such required contributions prior to commencing the leave of absence. Such employees shall not be eligible to receive benefits from the Income Protection Plan or the Long Term Disability Plan until the period of approved leave has expired. Employees are required to submit union dues and charitable donations directly to the Union during the leave period.

- (2) make arrangements through the payroll section of their department to sign a declaration which provides that the employee will not continue his/her membership in the Group Life Insurance, Supplementary Health Care, Dental Care and Long Term Disability Plans during the period of leave of absence. Employees who sign such declaration shall not be eligible to receive benefits from such Plans until such time as they return to work following the period of leave of absence. Employees who become disabled during the period of leave of absence shall not be eligible to receive Income Protection Plan or Long Term Disability Plan benefits, upon completion of the period of leave of absence, until such time as they return to work for at least ten (10) consecutive work days. In addition, employees selecting this option shall, upon re-entry into the Dental Care Plan, have benefits limited in accordance with Article 12.04. Employees are required to submit union dues and charitable donations directly to the Union during the leave period.
- 5.07.01. An employee who does not undertake one of the options provided for in Article 5.07. shall, for all benefit plan purposes, be considered to have selected option number two and will be bound by the conditions therein.
- 5.07.02. It is specifically provided that employees who elect to continue benefit plan coverage during a period of leave of absence shall be obligated to continue coverage in all of those plans of which the employee was a member immediately prior to the commencement of the leave of absence.
- 5.07.03. The provisions of Article 5.07. shall apply to an employee who has been granted maternity leave except when such employee is eligible for Supplemental Unemployment Benefits or Income Protection or Long Term Disability Benefits as provided for in accordance with Article 5.06., Maternity/Parental Leave.

6. INCOME PROTECTION PLAN

6.01. Waiting Period

- A probationary employee who has completed ninety (90) calendar days of continuous civic employment since the last date the employee commenced employment as a probationary employee with the City, or a permanent employee, shall be a member of the Income Protection Plan. However, an employee who is absent from work on the date that he/she would have been eligible to participate in the Income Protection Plan shall not be eligible to participate in the Plan until he/she has returned to work for the City for a period of at least ten (10) consecutive working days.
- 6.01.01. An employee who is absent from work due to personal disability (as defined in the Income Protection Plan), for one (1) complete pay period or more, during the ninety (90) calendar day waiting period shall have the waiting period extended by the number of working days the employee was absent due to such disability.
- 6.01.02. An employee who is on approved leave of absence without pay during the waiting period, for a period of one (1) complete pay period or more, shall have the waiting period extended by the number of working days the employee was absent due to such leave.

6.02. The cost of the Income Protection Plan shall be paid by the City and the Income Protection Plan shall be administered by the City.

6.03. Benefits

Except as otherwise provided in this Agreement, when a member is unable to perform the duties of his/her regular position due to personal non-occupational disability, such member shall be entitled to receive benefits from the Income Protection Plan for each period of absence from work in accordance with the following provisions.

Benefits shall be based on regular rate of pay immediately prior to the commencement of such disability, subject to the provisions of Article 6.04.

LENGTH OF CONTINUOUS SERVICE	INCOME PROTECTION BENEFITS AT 100% OF THE REGULAR RATE OF PAY (the lesser of the following)	INCOME PROTECTION BENEFITS AT 90% OF THE REGULAR RATE OF PAY (the lesser of the following)
Less than 90 calendar days	0 working days or 0 hours	0 working days or 0 hours
90 calendar days or more but less than 1 calendar year	0 working days or 0 hours	85 working days or 680 hours
One calendar year or more	85 working days or 680 hours	0 working days or 0 hours

* The benefit duration will not be less than 15 weeks or 75 working days for members who receive Income Protection based on 680 hours.

A member who has received the lesser of eighty-five (85) working days or six hundred and eighty (680) hours of Income Protection benefits at one hundred (100) percent of the regular rate of pay in any payroll year shall receive all subsequent Income Protection benefits in the payroll year at the rate of ninety (90) percent of the member's regular rate of pay upon his/her return to work.

If such member is in receipt of benefits at ninety (90) percent of the regular rate of pay on the last day in a payroll year, the member shall not qualify for Income Protection benefits at one hundred (100) percent of the regular rate of pay until he/she returns to work for ten (10) consecutive working days.

A member who has received the lesser of eighty-five (85) working days or six hundred and eighty (680) hours of Income Protection benefits at ninety (90) percent of the regular rate of pay in any payroll year shall receive all subsequent Income Protection benefits in the payroll year at the rate of seventy-five (75) percent of the member's regular rate of pay upon his/her return to work.

If such member is in receipt of benefits at seventy-five (75) percent of the regular rate of pay on the last day in a payroll year, the member shall not qualify for Income Protection benefits at ninety (90) percent or one hundred (100) percent of the regular rate of pay until he/she returns to work for ten (10) consecutive working days.

The term "payroll year" shall mean the pay periods used by the City to determine gross earnings for the purposes of producing yearly earnings statements for income tax purposes.

The working days of Income Protection entitlement for part-time members shall be pro-rated based on the average weekly number of hours worked by the member in the eight (8) weeks preceding the absence divided by five (5), compared with those hours worked by full-time members.

A member who is in receipt of Long Term Disability benefits and who is engaged in approved alternative employment with the City in accordance with Article 7.12. and is unable to perform the duties of the alternative position due to personal non-occupational disability shall be entitled to receive Income Protection Benefits for each period of absence from work. Such members shall receive an entitlement equal to the lesser of ten (10) working days or eighty (80) hours of benefits in a payroll year and shall be paid for such benefits at one hundred (100) percent of the regular rate of pay of the alternative position.

- 6.03.01. If a member is absent from work due to personal non-occupational disability on the first scheduled working day for which the member would otherwise be eligible for increased Income Protection benefit entitlement, the member shall not become eligible for such increased entitlement until he/she returns to work for the City for a period of at least ten (10) consecutive working days. Periods of leave of absence without pay in excess of one (1) complete pay period, shall not be considered as continuous employment for the purpose of determining Income Protection benefit entitlement. For creditation purposes, a member's anniversary date shall be adjusted by the number of days of leave of absence without pay.
- 6.03.02. If a member is unable to perform the duties of his/her regular position but is capable of performing modified or alternative duties for the City, the City may require that the member perform such modified or alternative duties until the member is again capable of performing the duties of his/her regular position.
- 6.03.03. A member's eligibility for Income Protection benefits, including his/her ability to perform alternative employment shall be determined by the Plan Adjudicator and shall be based on medical evidence. The Plan Adjudicator shall be appointed by the City.
- 6.03.04. When a question arises as to whether a member's disability is occupational and the disability is under review by the Workers' Compensation Board, the member shall receive Income Protection benefits in accordance with the member's entitlement until the claim is adjudicated by the Workers' Compensation Board, provided the member validates his/her claim in accordance with the provisions of Article 14.03., to substantiate his/her disability. In the event that the Workers' Compensation Board determines that the disability is occupational, the member shall reimburse the Income Protection Plan, from any monies which may be owed to the member, for the period of absence for which the claim is considered occupational and for which the member received benefits under the Income Protection Plan.
- 6.03.05. Except as otherwise provided in this Agreement, the monetary value of Income Protection Plan benefits payable under this Plan shall be reduced by any amounts the member may be entitled to from the sources set out as follows, whether or not such amounts are provided for the disability for which benefits are being claimed:
 - 6.03.05.01. Benefits from the Canada Pension Plan and/or Quebec Pension Plan, except those Canada Pension Plan and/or Quebec Pension Plan disability benefits payable on behalf of the member's dependents.

- 6.03.05.02. Any monthly income payable as a result of the member's disability from any Plan not personally contracted for by the member including those plans for which the member has made contributions as a result of Provincial or Federal legislation.
- 6.03.05.03. Any other disability benefits payable to the member as a result of Provincial or Federal legislation, subject to 14.02.02.
*
- 6.03.05.04. Any monies received from the Crimes Compensation Board which are specifically provided for loss of income.
- 6.03.05.05. Any monies received from the Workers' Compensation Board (excluding Non-Economic Loss Payments) either directly or by way of lump sum payments or disability pensions in respect of a disability for which benefits are claimed under this Plan.
- 6.04. In the event that an adjustment to the regular rate of pay occurs during the period of time that a member is in receipt of Income Protection benefits, such member shall receive the adjusted rate of pay effective from the date of adjustment.
- 6.05. Employees shall schedule medical and dental appointments outside of work hours whenever possible.
*
However, if a permanent or probationary employee is compelled to arrange a personal medical or dental appointment during working hours, such employee shall be allowed to meet such appointment on City time and without loss of pay, provided that the employee is absent from work for a period of three (3) hours or less. Such employee shall not be required to make up the time spent away from work to keep the appointment.

Medical and dental appointments which require the employee to be absent from work for longer than three (3) hours shall be deducted from the employee's accumulated Income Protection benefits.

However, an employee whose absence exceeds three (3) hours for a medical or dental appointment may use banked overtime or vacation credits as applicable for the hours or portion thereof in excess of three (3) hours in order to avoid having the absence counted as an incident of absence.
- 6.06. Each period of absence from work due to non-occupational disability which exceeds three (3) hours, shall be counted as one (1) incident of absence for the purposes of this Plan.

On the fourth (4th) and each subsequent incident of absence in a payroll year, Income Protection benefits shall be payable at seventy-five (75) percent of the member's regular rate of pay. However, if a member had three (3) or less incidents of absence in the previous payroll year, Income Protection benefits shall be payable at seventy-five (75) percent of the member's regular rate of pay on the fifth (5th) and each subsequent incident of absence in a payroll year. Upon the recommendation of a Department Head, the Plan Administrator shall have the discretion to waive the benefit reduction.

Subject to approval by the Plan Administrator, a member who is receiving ongoing therapeutic treatment for a life threatening disability, and as a result is absent from work for periods in excess of three (3) hours to undergo such treatment sessions, may have the entire number of such treatment sessions considered as one (1) incident of absence in any payroll year.

6.07. Recurring Disabilities

6.07.01. If a member returns to work after a period of disability and becomes disabled again within thirty (30) calendar days of his/her return to work due to causes related to the earlier disability, then the second period of disability shall be considered as an extension of the earlier period of disability. This is for the purpose of serving the eighty-five (85) day eligibility period for the Long Term Disability Plan, and does not reduce the number of incidents as outlined in Article 6.06. Only the balance of Income Protection benefits remaining from the earlier disability shall be payable.

6.07.02. If a member returns to work after a period of disability and becomes disabled again within ten (10) calendar days of his/her return to work due to causes unrelated to the earlier disability, then the second period of disability shall be considered as an extension of the earlier period of disability. This is for the purpose of serving the eighty-five (85) day eligibility period for the Long Term Disability Plan, and does not reduce the number of incidents as outlined in Article 6.06. Only the balance of Income Protection benefits remaining from the earlier disability shall be payable.

6.08. Other Benefits While Disabled

A member who is in receipt of Income Protection benefits shall continue to be covered under all City benefit plans for which the member is eligible based on the member's regular rate of pay. A member shall continue to pay applicable member contributions and the City will continue to pay its share of the cost of applicable City benefit plans.

6.09. Duration of Benefits

Eligibility for Income Protection benefits will cease upon the earliest of the following dates:

6.09.01. The date the member is no longer disabled from performing the duties of his/her regular position, or any alternative employment made available to the member by the City.

6.09.02. The date the member's Income Protection benefits have been expended.

6.09.03. The date the member dies.

6.09.04. In the case of a member who is laid off from the City, the date such layoff becomes effective. This clause shall not apply when the period of disability commences prior to the notice of layoff and continues beyond the date such layoff becomes effective.

6.10. Alternative Employment with the City

6.10.01. If, while in receipt of Income Protection benefits, a member remains unable, due to personal non-occupational disability, to perform the duties of his/her regular position, but is capable of performing alternative duties for the City, and the member engages in such alternative City employment then the Income Protection benefits payable shall be the difference between the member's regular rate of pay and the regular rate of pay of the alternative employment.

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- 6.10.02 Such reduced benefits will continue until the member has been unable to perform the duties of his/her regular position for a maximum period of 85 working days in any one payroll year, commencing from the first day of disability. The maximum period of 85 days will normally be consecutive working days, subject to article 6.07 where the maximum period of 85 days will be cumulative.
- *

Graduated Return to Work (Regular Duties)

Where an approved rehabilitation plan involves the employee's return to regular duties on a part-time basis, Income Protection benefits payable shall be reduced to the number of hours the employee is unable to work. Only in such graduated return to work situations, Income Protection benefits expire once the employee has exhausted a maximum of 680 hours during the period of disability.

- 6.10.03 Failure to Accept Alternate Employment

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- If, while in receipt of Income Protection benefits, a member remains unable, due to personal non-occupational disability, to perform the duties of his/her regular position but is capable of performing alternative duties and such alternative employment is offered to the member by the City and the member does not accept such alternative employment, then Income Protection benefits will cease on the date the member would otherwise have commenced the alternative employment.

- 6.10.04 Recurrence of Disability While Engaged in Alternative Employment

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- If, while in receipt of Income Protection benefits, a member engages in alternative employment with the City and becomes unable due to personal non-occupational disability to perform the duties of such alternative employment, the member will receive Income Protection benefits based on his/her original regular rate of pay while such disability lasts, until the member has been unable to perform the duties of his/her regular position for a maximum period of 85 working days in any one payroll year, commencing from the first day of disability. The maximum period of 85 days will normally be consecutive working days, subject to Article 6.07 where the maximum period of 85 days will be cumulative.

- 6.11. Alternate Employment With an Employer Other Than the City

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- If, while in receipt of Income Protection benefits, a member remains unable to perform the duties of his/her regular position due to personal non-occupational disability but engages in employment for gain, then such member shall be granted Income Protection benefits equal to the amount by which the member's regular rate of pay exceeds the income from such outside employment. Such benefits shall be payable for a maximum period of 85 working days in any one payroll year, commencing from the first day of disability. The maximum period of 85 days will normally be consecutive working days, subject to Article 6.07 where the maximum period of 85 days will be cumulative.

- 6.12. Unapproved Employment for Gain

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- If, while in receipt of Income Protection benefits, a member engages in employment for gain and the Plan Adjudicator has not provided prior approval to the member for such employment, then the member's eligibility for Income Protection benefits shall cease on the date the member commenced such employment for gain and no further benefits shall be payable to such member from the Income Protection Plan for such disability. In addition, the member will be subject to discipline up to and including dismissal.

7. LONG TERM DISABILITY PLAN

7.01. Waiting Period

A permanent or probationary employee who has not attained his/her normal retirement age and who has completed ninety (90) calendar days of continuous civic employment since the last date he/she commenced employment as a permanent or probationary employee with the City shall be a member of the Long Term Disability Plan. However, an employee who is absent from work on the date that he/she would have been eligible to participate in the Long Term Disability Plan shall not be eligible to participate in the Plan until he/she has returned to work for the City for a period of at least ten (10) consecutive working days.

7.01.01. When an employee is absent from work during the waiting period due to personal disability for one (1) complete pay period or more, the employee shall have his/her waiting period extended by the number of working days he/she was absent due to such disability. When the waiting period is so extended the employee may be required to undergo a medical assessment prior to joining the Long Term Disability Plan in order that any pre-existing conditions might be documented.

7.01.02. When an employee is on approved leave of absence without pay during the waiting period for one (1) complete pay period or more, the employee shall have his/her waiting period extended by the number of working days he/she was absent due to such leave.

7.02. Contributions

The cost of the Long Term Disability Plan shall be paid by members of the Plan through payroll deduction effective upon the date of membership in the Plan. For members who are receiving Long Term Disability benefits and who are not engaged in alternative employment, contributions to the Long Term Disability Plan will be waived. Employees, who are members of the Plan, but unable to receive benefits because their disability arises from a pre-existing condition as per the terms of Article 7.15.02. shall continue to contribute premiums to the Long Term Disability Plan.

7.03. Eligibility for Benefits

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A member will not be eligible to receive Long Term Disability benefits until the elimination period has expired.

The elimination period ends after the member has been totally disabled for an uninterrupted period of 85 working days.

7.03.01. The City shall administer the Long Term Disability Plan.

A member's eligibility for Long Term Disability benefits, including his/her ability to perform alternative employment shall be determined by the Plan Adjudicator. The costs of the Plan Adjudicator shall be borne by the Long Term Disability Plan. The Plan Adjudicator shall be appointed by the City.

7.03.01. In the event of a dispute based on medical evidence between the member and the Plan Adjudicator concerning such member's eligibility for Long Term Disability benefits, or the member's ability to perform alternative employment, the same shall be settled by referring the dispute to a review panel comprised of the Plan Adjudicator, the physician representing the member and an independent physician selected jointly by the City and the Association. If the City and the Association cannot agree upon the selection of an independent physician within fourteen (14) calendar days, the selection shall be made by the Alberta College of Physicians and Surgeons. The review panel shall be chaired by a representative of the City of Edmonton. The decision of the majority of the review panel members shall be final and binding on the member, the City, the Association and its affiliate Unions. The City appointed chairman shall not be a voting participant in the decision making process of the review panel. The cost of the review panel shall be borne by the Long Term Disability Plan. The review panel's decision must be consistent with the provisions of Article 14.02.

7.04. **For Long Term Disability claims commencing before September 2, 2007:**

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Except as otherwise provided in this Agreement, upon expiration of the member's Income Protection benefits, and during the following twenty-four (24) month period, a member is eligible to receive Long Term Disability benefits if, due to personal non-occupational disability, he/she is completely unable to perform the duties of his/her regular position. For Long Term Disability claims commencing before September 2, 2007, all references to the "own occupation period of disability" or the "initial 12 month period", in the balance of this Agreement shall mean a period of "24 months".

For Long Term Disability claims commencing on or after September 2, 2007:

Except as otherwise provided in this Agreement, upon expiration of the member's Income Protection benefits, and during the following twelve (12) month period, a member is eligible to receive Long Term Disability benefits if, due to personal non-occupational disability, he/she is completely unable to perform the duties of his/her regular position.

"Completely unable to perform the duties of his/her regular position" when used in reference to the Long Term Disability Plan shall mean that a member is unable to perform those duties of his/her regular position which regularly occupy sixty (60) percent of the member's work day.

7.05. Except as otherwise provided in this Agreement, Long Term Disability benefits will continue to be paid after the initial twelve (12) month period only if the disability prevents the member from engaging in an occupation for compensation or profit for which the member is reasonably suited by reason of training, education and experience. If the disability does not prevent the member from engaging in an occupation for compensation or profit for which the member is reasonably suited by reason of training, education and experience, and such member is not engaged in rehabilitative employment or training which has been approved by the Plan Adjudicator, then Long Term Disability benefits to such member will cease upon expiration of the initial twelve (12) month period.

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"Initial twelve (12) month period" when used in reference to the Long Term Disability Plan shall mean a twelve (12) month period beginning on the date a member commences receiving Long Term Disability benefits and during which time the member is continuously disabled from the duties of his/her regular position including any period of time defined in 7.12., 7.13. and 7.14.

In accordance with the terms of Article 7.12. the period of rehabilitative employment and/or training may be extended beyond twelve (12) months and this extension shall be included as part of the definition of "initial twelve (12) month period".

"An occupation for compensation or profit for which the member is reasonably suited by reason of training, education and experience" when used in reference to the Long Term Disability Plan shall mean an occupation which provides the member with minimum gross earnings equal to fifty percent (50%) of his/her regular rate of pay. The regular rate of pay shall be adjusted each January 1 by the percentage change in the Consumer Price Index for the Edmonton region during the twelve (12) month period ending on the previous November 30.

7.06. Duration of Benefits

Eligibility for Long Term Disability benefits will cease upon the earliest of the following dates:

- 7.06.01. The date prior to the day the member attains normal retirement age.
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- 7.06.02. The date the member is no longer disabled as defined by the terms of this Plan.
- 7.06.03. The date the member dies.
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- 7.06.04. In the case of a member who is laid off from the City, the date such layoff becomes effective. This clause shall not apply when the period of disability commences and the employee was eligible to receive Income Protection or Long Term Disability benefits, prior to the notice of layoff and the disability has continued beyond the date such layoff becomes effective.
- 7.06.05. The date the member is terminated from the employ of the City unless the member is engaged in approved rehabilitative employment with another employer.

7.07. Level of Benefits Provided

Unless otherwise provided in this Agreement, the Long Term Disability benefit shall be an amount equal to a percentage of the annualized regular rate of pay of the position to which the member was permanently appointed or serving the required probationary period or trial term thereof on the date he/she was first eligible for Long Term Disability benefits. The annualized regular rate of pay for full-time members shall be calculated by multiplying the hourly regular rate of pay times the scheduled hours of work or, if the member's regular rate of pay is a bi-weekly rate, then multiplying the bi-weekly rate times twenty-six point one (26.1).

For part-time members, the regular rate of pay shall be applied to the average weekly hours worked by the member in the preceding eight (8) weeks and multiplying this result by fifty-two point two (52.2).

The percentage of annualized regular rate of pay which is paid as the Long Term Disability benefit shall be in accordance with the following:

Annualized Regular Rate of Pay	Long Term Disability Benefit (Percentage of Annualized Regular Rate of Pay)
Up to \$45,000	60%
45,001 to 50,000	58%
50,001 to 60,000	56%
60,001 to 70,000	54%
70,001 to 75,000	52%
75,001 and over	51%

The maximum monthly benefit payable shall not exceed four thousand (\$4,000) dollars. The Long Term Disability benefit payable shall be paid monthly, in arrears, and shall be determined by dividing the annual benefit payable by twelve (12).

The amount determined above shall be reduced by any amounts the member may be entitled to from the sources set out as follows:

- 7.07.01. Benefits to which the member is entitled as a result of his/her disability from the Canada Pension Plan and/or Quebec Pension Plan, except those Canada Pension Plan and/or Quebec Pension Plan disability benefits payable on behalf of the member's dependents. Any cost of living increases to Canada Pension Plan and/or Quebec Pension Plan disability benefits after commencement of Long Term Disability benefits will not affect the amount of Long Term Disability benefit payable.
- 7.07.02. Any monthly income payable as a result of the member's disability from any plan:
- *
- including those plans for which the member has made contributions as a result of Provincial or Federal legislation, but
 - excluding other insurance which has been personally contracted for.
- 7.07.03. Any other disability benefits payable to the member as a result of the Provincial or Federal legislation.
- 7.07.04. Any monies received from the Crimes Compensation Board but only if related to the disability for which benefits are claimed under this Plan.
- 7.07.05. Any monies received from self employment income unless the employment was part of an approved rehabilitation program wherein the provisions of Article 7.13. and 7.14. would apply.

7.08. Lump Sum Settlements

In the event that a member receives a lump sum payment for loss of income from any source not personally contracted for by the member, including a civil suit arising from the accident or illness giving rise to Long Term Disability benefits, the member shall have one (1) of the following options:

- 7.08.01. The lump sum payment shall be actuarially equated by a qualified actuary appointed by the Plan Adjudicator to a monthly amount based on pro-rating the lump sum payment over the remaining service life of the member to normal retirement age, and such monthly amounts shall be deducted from the amount of the monthly Long Term Disability benefit payable under this Plan. In calculating the monthly amounts to which the lump sum payment is actuarially equated, the actuary will assume that, on January 1 of each year, such monthly amount will be increased by the lesser of the percentage increase in the Consumer Price Index for the Edmonton region during the twelve (12) month period ending on the previous November 30, or five percent (5%).
- Where such monthly amounts exceed the monthly Long Term Disability benefit, the member, in accepting the lump sum payment, shall automatically release the City and the Association from any and all obligations to the member under this Plan.
- 7.08.02. The member may irrevocably assign the lump sum payment to the Long Term Disability Plan and the Plan shall then be obligated to continue Long Term Disability benefits to the member in accordance with the provisions of this Plan.

7.09. Coverage Under Other Benefit Plans While Disabled

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For Long Term Disability claims commencing before September 2, 2007:

During the initial twenty-four (24) month period, a member who is receiving Long Term Disability benefits will continue to participate in the City's Group Life Insurance Plan, Dental Plan, Supplementary Health Care Plan, and Alberta Health Care Plan, in accordance with the terms and conditions of those Plans. Member contributions to such Plans will be paid by the Long Term Disability Plan except that, if the member qualifies for the waiver of premium benefit under the Group Life Insurance Plan, no contributions to the Group Life Insurance Plan will be required while the member so qualifies.

For Long Term Disability claims commencing on or after September 2, 2007:

During the initial twelve (12) month period, a member who is receiving Long Term Disability benefits will continue to participate in the City's Group Life Insurance Plan, Dental Plan, Supplementary Health Care Plan, and Alberta Health Care Plan, in accordance with the terms and conditions of those Plans. Member contributions to such Plans will be paid by the member except that, if the member qualifies for the waiver of premium benefit under the Group Life Insurance Plan, no contributions to the Group Life Insurance Plan will be required while the member so qualifies.

7.10. **For Long Term Disability claims commencing before September 2, 2007:**

*

If after expiration of the initial twenty-four (24) month period the member continues to receive Long Term Disability benefits, coverage under the City's Alberta Health Care Plan, Supplementary Health Care Plan and Dental Plan shall continue if the member opts to continue coverage in accordance with the terms of the Plans in question and member contributions to such plans shall be paid by the Long Term Disability Plan.

For Long Term Disability claims commencing on or after September 2, 2007:

If after expiration of the initial twelve (12) month period the member continues to receive Long Term Disability benefits, coverage under the City's Alberta Health Care Plan, Supplementary Health Care Plan and Dental Plan shall continue if the member opts to continue coverage in accordance with the terms of the Plans in question and member contributions to such plans shall be paid by the Long Term Disability Plan.

7.11. While in receipt of Long Term Disability benefits, a member shall continue to belong to applicable pension plans. Member and City contributions shall continue to be made to such plans based on the rate of pay prescribed under the applicable Government Pension Plan.

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For Long Term Disability claims commencing before September 2, 2007:

Member contributions shall be paid by the Long Term Disability Plan.

For Long Term Disability claims commencing on or after September 2, 2007:

Member contributions shall be paid by the Long Term Disability Plan member.

7.11.01. Regular deductions for union dues shall continue to be made from the Long Term Disability benefit payable to the member.

7.12. Rehabilitative Employment and Training

During the initial twelve (12) month period following commencement of Long Term Disability benefits, members who are in receipt of Long Term Disability benefits may be required to engage in rehabilitative employment and/or training which is approved by the Plan Adjudicator.

Members who refuse to enter into or fully participate in approved rehabilitative employment and/or training shall have their Long Term Disability benefits discontinued effective upon the date they would have commenced such employment and/or training. However, in no case will a member be allowed to participate or be compelled to participate in any rehabilitative employment and/or training without the approval of the Adjudicator, the consent of the member's attending physician and the approval of the City. In the event that these three (3) parties cannot unanimously agree as to the member's ability to engage in rehabilitative training and/or employment, then the matter shall be referred to a review panel for final decision. The review panel shall be comprised of the Plan Adjudicator, the physician representing the member and an independent physician selected by these two parties. If these two parties cannot agree upon the selection of an independent physician within fourteen (14) calendar days, the selection shall be made by the Alberta College of Physicians and Surgeons. The review panel shall be chaired by a representative of the City of Edmonton. The decision of the majority of the review panel members shall be final and binding on the member, the City, and the Association. The City and the Association shall be notified of the meeting of the review panel and shall each have the option of having an observer during the meeting of the review panel. If observers do not attend, the review panel shall not be obligated to reschedule the meeting. The cost of the review panel shall be borne by the Long Term Disability Plan.

Long Term Disability benefits payable in conjunction with an approved program of rehabilitative training and/or employment shall be payable for a maximum period of twelve (12) months, unless an extension of such rehabilitation period is approved by the Plan Adjudicator.

The rehabilitative employment and/or training may include one or more of the following activities:

- 7.12.01. Employment in an occupation which is compatible with the nature of the disability and the medical prognosis or;
- 7.12.02. Participation in a formal secondary, vocational or post-secondary training program or;
- 7.12.03. Such other arrangements which are judged by the City to be in the best interests of the member, the City and the Plan.

7.13. Rehabilitative Employment and/or Training with the City

If, during the initial twelve (12) month period following commencement of Long Term Disability benefits, a member remains unable, due to personal non-occupational disability, to perform the duties of his/her regular position, but is capable of performing rehabilitative employment with the City, and the member engages in such rehabilitative employment, then the Long Term Disability benefits will continue for the balance of the initial twelve (12) month period. However, the Long Term Disability benefits will be reduced to fifty (50) percent of the amount by which the member's regular rate of pay on the date he/she first became eligible to receive Long Term Disability benefits exceeds the regular rate of pay of the rehabilitative employment provided always that the resultant amount is not less than the Long Term Disability benefit the member was receiving prior to engaging in the rehabilitative employment, nor greater than the member's regular rate of pay on the date he/she first became eligible to receive Long Term Disability benefits (adjusted by any negotiated increases).

7.13.01. If, during the initial twelve (12) month period, a member engages in rehabilitative employment and/or training with the City, such member will continue to participate in applicable City benefit plans based on his/her regular rate of pay on the date he/she first became eligible to receive Long Term Disability benefits provided he/she was a member of such Plans upon commencement of the payment of Long Term Disability benefits.

* **For Long Term Disability claims commencing before September 2, 2007:**

Member contributions to other applicable City benefit plans will be paid by the Long Term Disability Plan, except that, if the member qualified for the waiver of premium benefit under the Group Life Insurance Plan, no member contributions to the Group Life Insurance Plan will be required while the member so qualifies. The City shall continue to make the necessary City contributions to all applicable Plans.

For Long Term Disability claims commencing on or after September 2, 2007:

Member contributions to other applicable City benefit plans will be paid by the member, except that, if the member qualified for the waiver of premium benefit under the Group Life Insurance Plan, no member contributions to the Group Life Insurance Plan will be required while the member so qualifies. The City shall continue to make the necessary City contributions to all applicable Plans.

7.13.02. If, during the initial twelve (12) month period, a member engages in rehabilitative employment with the City, and becomes unable due to personal non-occupational disability, to perform the duties of the rehabilitative employment, he/she shall be eligible to receive Income Protection benefits in accordance with the provisions of Article 6.03. based on the regular rate of pay of the rehabilitative employment. Any Long Term Disability benefits payable in accordance with this section will continue during the period for which the member is receiving such Income Protection benefits. If the periods of absence exceed the period of time contemplated in Article 6.03., the member shall receive Long Term Disability benefits for the period in excess of the interval contemplated in Article 6.03. based on his/her regular rate of pay on the date he/she first became eligible for Long Term Disability benefits.

7.14. Rehabilitative Employment and/or Training with an Employer Other than the City

7.14.01. If, during the initial twelve (12) month period, a member remains unable, due to personal non-occupational disability, to perform the duties of his/her regular position but engages in gainful rehabilitative employment with another employer, and such outside rehabilitative employment is approved by the Plan Adjudicator, the Long Term Disability benefits will continue for the balance of the initial twelve (12) month period. However, the Long Term Disability benefits will reduce to fifty (50) percent of the amount by which the member's bi-weekly rate of pay on the date he/she first became eligible for Long Term Disability benefits exceeds the average bi-weekly income from such approved outside rehabilitative employment provided always that the resultant amount is not less than the Long Term disability benefit the member was receiving prior to engaging in rehabilitative employment, nor greater than the member's regular rate of pay on the date he/she first became eligible to receive Long Term Disability benefits (adjusted by any negotiated increases).

7.14.02. A member who is engaged in approved rehabilitative employment with another employer and who is in receipt of Long Term Disability benefits in accordance with this section shall continue his/her participation in the City's Alberta Health Care Plan, Supplementary Health Care Plan, Dental Plan and Group Life Insurance Plan unless he/she has similar coverage under other such plans.

*

For Long Term Disability claims commencing before September 2, 2007:

Member contributions to City plans shall be paid by the Long Term Disability Plan, except that if the member qualifies for the waiver of premium benefit under the Group Life Insurance Plan, no member contributions to the Group Life Insurance Plan shall be required while the member so qualifies. The City shall continue to make the necessary City contributions to all applicable Plans.

For Long Term Disability claims commencing on or after September 2, 2007:

Member contributions to City plans shall be paid by the Long Term Disability Plan member, except that if the member qualifies for the waiver of premium benefit under the Group Life Insurance Plan, no member contributions to the Group Life Insurance Plan shall be required while the member so qualifies. The City shall continue to make the necessary City contributions to all applicable Plans.

7.14.03. A member who is engaged in approved rehabilitative employment with another employer, and who is in receipt of Long Term Disability benefits in accordance with this section shall continue to belong to applicable pension plans provided this is consistent with the regulations of the pension plans.

*

For Long Term Disability claims commencing before September 2, 2007:

Member and City contributions to such plans shall continue to be made based on the rate of pay prescribed under the applicable pension plans. Member contributions shall be paid by the Long Term Disability Plan.

For Long Term Disability claims commencing on or after September 2, 2007:

Member and City contributions to such plans shall continue to be made based on the rate of pay prescribed under the applicable pension plans. Member contributions shall be paid by the member.

7.14.04. When a member's participation in the City's Alberta Health Care Plan, Supplementary Health Care Plan, Dental Plan, Group Life Insurance Plan or applicable pension plans is continued in accordance with this section, it is specifically provided that his/her participation in such plans will cease upon expiration of the initial twelve (12) month period or when the member no longer continues to receive Long Term Disability benefits, whichever occurs first.

7.14.05. When a member engages in employment for gain and such employment has not been approved by the Plan Adjudicator, then the member's eligibility for Long Term Disability benefits shall cease on the date he/she commenced such employment and no further benefits shall be payable to such member from the Long Term Disability Plan. In addition, the member may be subject to discipline up to and including dismissal.

7.15. Limitations and Exclusions

7.15.01. No Long Term Disability benefits will be payable for a period during which the member is not under the care and treatment of a physician or psychiatrist legally licensed to practice medicine. *

If such attending physician or psychiatrist is not legally licensed to practice medicine in Canada, approval from the Plan Adjudicator must be obtained.

7.15.02. No Long Term Disability benefits are payable for a period of disability which commences during the twelve (12) month period following initial membership in the Long Term Disability Plan if such disability results directly or indirectly from an injury or illness for which medical treatment was received or prescribed drugs taken during the one hundred and eighty (180) day period prior to becoming a member of the Long Term Disability Plan. An employee who is ineligible to receive Long Term Disability benefits during such twelve (12) month period shall not be eligible to participate in the Long Term Disability Plan unless he/she returns to work for the City for a period of at least ten (10) consecutive working days commencing on the date following the completion of the twelve (12) month period referred to in this article.

7.16. Cost of Living Increases

Long Term Disability payments will be reviewed annually by the Long Term Disability Advisory Board. The Board shall review and consider an annual actuarial valuation and report and may recommend to the Plan Administrator adjustments to Long Term Disability payments.

7.17. Recurring Disabilities

7.17.01. A member who returns to work for the City after a period of disability during which Long Term Disability benefits were paid and becomes disabled again within one hundred eighty (180) calendar days of his/her return to work due to causes related to the earlier disability, and the second period of disability covers ten (10) working days or more, and the second period of disability is not fully covered by the Income Protection Plan, then the second period of disability shall be considered as an extension of the earlier period of disability and Long Term Disability benefits shall recommence immediately based on the member's regular rate of pay on the date the second period of disability began.

7.17.02. A member who returns to work for the City after a period of disability during which Long Term Disability benefits were paid and becomes disabled again within thirty (30) calendar days of his/her return to work due to causes unrelated to the earlier disability and the second period of disability is not fully covered by the Income Protection Plan, then the second period of disability shall be considered an extension of the earlier period of disability and Long Term Disability benefits shall recommence immediately based on the member's regular rate of pay on the date the second period of disability began.

- 7.17.03. A member who returns to work in approved employment with another employer, after a period of disability during which Long Term Disability benefits were paid, and becomes disabled again within one hundred eighty (180) calendar days of his/her return to work due to causes related to the earlier disability, then the second period of disability shall be considered as an extension of the earlier period of disability and Long Term Disability benefits shall recommence immediately based on the member's regular rate of pay on the date the second period of disability began.
- 7.17.04. A member who returns to work in approved employment with another employer after a period of disability during which Long Term Disability benefits were paid, and becomes disabled again within thirty (30) calendar days of his/her return to work due to causes unrelated to the earlier disability, then the second period of disability shall be considered an extension of the earlier period of disability and Long Term Disability benefits shall recommence immediately based on the member's regular rate of pay on the date the second period of disability began.
- 7.18. Long Term Disability Plan Advisory Board
- A Long Term Disability Plan Advisory Board shall be established to advise the Plan Administrator in accordance with the following:
- 7.18.01. The Board shall have the authority to recommend to the Plan Administrator administrative practices and yearly adjustments to Long Term Disability payments which are in progress.
- 7.18.02. The Board shall be composed of three (3) representatives from the City and three (3) representatives from the Association.

8. WIND-UP OF FORMER INCOME REPLACEMENT PLAN

- 8.01. Effective upon the implementation date of the Income Protection and Long Term Disability plans, all employees eligible for membership in such plans shall cease to make contributions to the Income Replacement Plan and no Income Replacement benefits shall be paid to any such member from the Income Replacement Plan from such day forward, other than lump sum payments as provided for in this Agreement.
- 8.02. Employees, who are not eligible for membership in the Income Protection and Long Term Disability plans, upon the implementation date of these Plans, or who are ineligible to receive Long Term Disability Plan benefits in accordance with 7.15.02., will continue to be members of the Income Replacement Plan until such time as they are eligible for membership in the Income Protection and Long Term Disability Plans or have served the required waiting period for pre-existing disabilities as described in 7.15.02. Such employees shall be governed by the terms and conditions of the Income Replacement Plan which are in effect on the date prior to the implementation of the Income Protection and Long Term Disability Plans. Such terms and conditions shall be considered to form part of this Agreement. If such employees should become eligible for membership in the Income Protection and Long Term Disability Plans they shall have their Income Replacement Banked Entitlement (as provided for in Section 8.03.) further reduced by the amount of Income Replacement benefits paid after the implementation of the Income Protection and Long Term Disability Plans. Employees receiving benefits from the Income Replacement Plan shall pay those premiums which were in force on the last date prior to the implementation of the Income Protection and Long Term Disability Plans.

8.03. Effective on the last day prior to the implementation of the Income Protection and Long Term Disability Plans, each member shall be credited with an Income Replacement Banked Entitlement determined as follows:

$$\text{Income Replacement Banked Entitlement} = \text{Income Replacement Entitlement Balance as of the last day prior to the implementation of the Income Protection and Long Term Disability Plans.}$$

8.03.01. Income Replacement Entitlement Balance as of the last day prior to the implementation of the Income Protection and Long Term Disability Plans, shall be determined in accordance with the following schedules less any reductions provided for under the terms of the Income Replacement Plan or as specifically provided for in this Agreement.

SCHEDULE A

Income Replacement Entitlement

Level	Duration of Continuous Employment Prior to the Implementation Date of the Long Term Disability Plan	Credited (the lesser of the following)	Balance (the lesser of the following)
Level 0	Less than 3 months	0 hours	
Level 1	3 months	20 days or 160 hours	20 days or 160 hours (less reductions)
Level 2	1 year	20 days or 160 hours	40 days or 320 hours (less reductions)
Level 3	2 years	40 days or 320 hours	80 days or 640 hours (less reductions)
Level 4	3 years	80 days or 640 hours	160 days or 1,280 hours (less reductions)
Level 5	4 years	160 days or 1,280 hours	320 days or 2,560 hours (less reductions)
Level 6	5 years	200 days or 1,600 hours	520 days or 4,160 hours (less reductions)

A member who remained in the continuous employment of the City in excess of five (5) years prior to the date of implementation of the Long Term Disability Plan shall, on each anniversary date prior to the date of implementation of the Long Term Disability Plan which follows completion of five (5) years of service, have his/her Income Replacement Entitlement credited with a further amount of Income Replacement Entitlement which shall be determined by subtracting the sick leave taken in one (1) year immediately preceding such anniversary date from the lesser of ten (10) working days or eighty (80) hours and provided that a member shall not be credited with any Income Replacement Entitlement which would result in such member having an Accumulated Income Replacement Entitlement which is in excess of the lesser of five hundred and twenty (520) days or four thousand, one hundred and sixty (4,160) hours. This provision shall not be effective prior to January 1, 1974.

8.04. For those members covered by section 8.01. of this Agreement, the average incidence of sick leave on the last day on which the Income Replacement Plan is in force shall mean the total number of times that the member was absent from work prior to the implementation date of the Long Term Disability Plan due to personal non-occupational disability for a continuous period in excess of three (3) hours divided by the member's years of continuous employment with the City on the last date on which the Income Replacement Plan is in force. The average incidence of sick leave shall not be less than one (1).

Average incidence of sick leave for the period January 1, 1958 to January 1, 1974 for members in the continuous employment of the City as of January 1, 1974 shall be determined in accordance with the following formula:

Number of days of first ten (10) days sick leave between January 1, 1958 and January 1, 1974 during continuous employment with the City immediately preceding January 1, 1974.

$$\frac{\text{Number of days of first ten (10) days sick leave between January 1, 1958 and January 1, 1974 during continuous employment with the City immediately preceding January 1, 1974.}}{\text{Number of years of continuous employment with the City between January 1, 1958 and January 1, 1974.}} \times \frac{1}{2} = \text{Average Incidence of Sick Leave as of January 1, 1974.}$$

8.04.01. Upon retirement to pension immediately following his/her service with the City, or death, members covered by Section 8.01. of this Agreement shall receive a lump sum payment from the City equal to the lesser of the following amounts:

Income Replacement Banked Entitlement at date of retirement	X (.0083)	X	Number of years of continuous employment immediately prior to the date of implementation of the Long Term Disability Plan	X	Bi-weekly pay of the employee at the regular rate of pay of his/her permanent or probationary position on the last date that the Income Replacement Plan was in force
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Average Incidence of Sick Leave on the last day that the Income Replacement Plan was in Force

The lesser of: (10 days or 80 hours)

OR

129

X

Bi-weekly pay of the employee at the regular rate of pay of his permanent or probationary position on the last date that the Income Replacement Plan was in force

The lesser of: (10 days or 80 hours)

8.05. For those members covered by section 8.02. of this Agreement, who become members of the Income Protection and Long Term Disability Plans, the average incidence of sick leave shall mean the total number of times that such member was absent from work, prior to his/her membership in the Income Protection and Long Term Disability Plans, due to personal non-occupational disability for a continuous period in excess of three (3) hours divided by the member's years of continuous employment with the City on the date prior to his/her membership into the Income Protection and Long Term Disability Plans. The average incidence of sick leave shall not be less than one (1).

Average incidence of sick leave for the period of January 1, 1958 to January 1, 1974 for members in the continuous employment of the City as of January 1, 1974 shall be determined in accordance with the following formula:

Number of days of first ten (10) days sick leave between January 1, 1958 and January 1, 1974 during continuous employment with the City immediately preceding January 1, 1974.

$$\frac{\text{Number of days of first ten (10) days sick leave between January 1, 1958 and January 1, 1974 during continuous employment with the City immediately preceding January 1, 1974.}}{\text{Number of years of continuous employment with the City between January 1, 1958 and January 1, 1974.}} \times \frac{1}{2} = \text{Average Incidence of Sick Leave as of January 1, 1974.}$$

8.05.01. Upon retirement to pension immediately following his/her service with the City, or death, members covered by Section 8.02. of this Agreement shall receive a lump sum payment from the City equal to the lesser of the following amounts:

Income Replacement Banked Entitlement at date of retirement	X (.0083)	X	Number of years of continuous employment immediately prior to the date of implementation of the Long Term Disability Plan	X	Bi-weekly pay of the employee at the regular rate of pay of his/her permanent or probationary position on the last date that the Income Replacement Plan was in force
<hr/>					<hr/>
Average Incidence of Sick Leave on the last day that the Income Replacement Plan was in Force					The lesser of: (10 days or 80 hours)

OR

129		X			Bi-weekly pay of the employee at the regular rate of pay of his permanent or probationary position on the last date that the Income Replacement Plan was in force
<hr/>					<hr/>
					The lesser of: (10 days or 80 hours)

- 8.06. Upon resignation, members shall receive a lump sum payment from the City equal to one half (½) the amount they would have received had they retired to pension from the service of the City on the date of their resignation. For the purposes of this section a layoff shall be considered as a resignation. Members terminated for cause shall not be eligible for a lump sum payment.
- 8.07. The Association, its affiliate unions and their respective members relinquish all rights to any monies in the Income Replacement Plan (except as required for lump sum payments under this section), as of the date of implementation of the Long Term Disability Plan and thereafter, and such monies shall be retained by the City.
- 8.08. Layoff shall not affect the member's Income Replacement Entitlement provided that the member is rehired not more than twenty-four (24) months after the date on which such layoff occurred. In instances where a layoff of a member exceeds twenty-four (24) months, such layoff will be deemed to be a resignation for the purposes of this section and the provisions of 8.06. shall apply.
- 8.09. The lump sum payouts which are established for members shall be retained by the City until payment is made to the member. Such lump sum payouts shall be increased annually on January 1 according to the percentage increase in the Consumer Price Index for the Edmonton region during the twelve (12) month period ending on the previous November 30 until such time as payment is made to the member.

9. GROUP LIFE INSURANCE

- 9.01. A probationary employee who has completed ninety (90) calendar days of continuous employment with the City since the last date he/she commenced employment as a probationary employee with the City, or a permanent employee, shall be a member of the Group Life Insurance Plan. The City shall pay fifty (50) percent of the premium and the member shall pay fifty (50) percent of the premium through payroll deduction.
- 9.02. Monies which accrue as a result of favourable experience shall be retained in a fund to be applied to offset costs at a future date. However, if there is no favourable experience fund, costs which accrue as a result of experience under this Plan or which have accrued as a result of experience under a previous plan shall be shared equally by the City and the members of the Plan. In the event of termination of this Group Life Insurance Plan, monies from any favourable experience fund shall be shared equally between the City and those who are members at that time.
- 9.03. All members shall be insured for lump sum benefit amounts based on their declared dependency status, as specified in the following schedule:

With Dependents	Without Dependents
2.5 times the member's basic annualized regular rate of pay	1 times the member's basic annualized regular rate of pay.

- 9.04. A member's Group Life Insurance shall cease thirty-one (31) days after termination of employment.

9.05. Dependents of a member shall be insured for lump sum benefit amounts based on the following:

Spouse of Member	Dependent Children
\$10,000	\$5,000/dependent

The members shall pay for one hundred percent (100%) of the premium costs of such insurance through payroll deduction. The City shall not make contributions in respect to this portion of the Group Life Insurance Plan.

9.06. The Group Life Insurance benefits specified herein shall be subject to the terms and conditions of the insurer's contract.

10. ALBERTA HEALTH CARE

A probationary employee who has completed ninety (90) calendar days of continuous employment with the City since the last date he/she commenced employment as a probationary employee with the City, or a permanent employee, shall be a member of the Alberta Health Care Insurance Plan through the City, unless the employee has coverage by virtue of a spouse's membership in the Plan. The member shall pay fifty (50) percent of the premium by payroll deduction and the City shall pay fifty (50) percent of the premium. The specific provisions of the Alberta Health Care Insurance Plan shall take precedence over any provision under this section.

11. SUPPLEMENTARY HEALTH CARE PLAN

* A probationary employee who has completed ninety (90) calendar days of continuous employment with the City since the last date he/she commenced employment as a probationary employee with the City, or a permanent employee, shall be a member of the Supplementary Health Care Plan unless he/she is covered by a similar plan or the employee has coverage by virtue of a spouse's membership in the Plan.

- such employee is covered by a similar plan or,
- the employee has coverage by virtue of a spouse's membership in the Plan.

* a) Cost Sharing

The City shall pay 60 percent of the cost of this Plan and the member shall pay 40 percent of the cost by payroll deduction, effective December 30, 2001.

Effective December 23, 2007: The City shall pay seventy (70) percent of the cost of this Plan and the member shall pay thirty (30) percent of the cost by payroll deduction, effective December 30, 2001.

* b) Life Event

Employees who are eligible for membership, but do not become members of the Supplementary Health Care Plan as of their eligibility date due to other plan membership, including another City Supplementary Health Care Plan, may only join the plan within 30 days of a Life Event.

Employees who are members of the Supplementary Health Care Plan, and elect to subsequently opt out of the Plan due to membership in another Supplementary Health Care Plan, including another City Supplementary Health Care Plan, may do so only within 30 days of a Life Event.

* c) Retirement – Continued Participation in the Plan

Upon early retirement to a full or partial pension resulting from his/her service with the City, a member may personally contract to continue participation in this Plan by paying the full premiums directly on a monthly basis. Premiums paid by retired and disabled participants shall be retained and administered by the City.

* d) Termination of Participation

Participation in this Plan shall terminate on:

- (i) In the case of a member, the date of termination of employment with the City;
- (ii) In the case of a widowed spouse of a member or a member who retired to a pension from the City, who contracts to continue participation in this Plan, the 91st day after said person ceases to be a resident of the province;
- (iii) In the case of a dependent, the date on which such dependent ceases to fall within the definition of a dependent, as specified herein.

This Plan shall provide benefits to members and eligible dependents of members in accordance with the following:

11.01. Supplementary Hospital Benefits

11.01.01. Hospital benefits shall be provided for a member and/or a member's dependents confined in whole or in part by reason of pregnancy, except in instances where such confinement commenced prior to joining the Plan and continued thereafter and except in instances where the employment of a member terminated prior to such confinement.

11.01.02. Hospital benefits in any calendar year are provided for members and/or dependents of members in respect of charges applicable to voluntary confinements in a mental hospital in the Province of Alberta for a period of up to sixty (60) calendar days commencing on the one hundred and twentieth (120th) calendar day of such confinement and ending on the one hundred and eightieth (180th) calendar day of such confinement. The liability of this Plan under this clause shall be limited to a maximum of the standard ward rate per day for any one confinement in a calendar year.

11.01.03. Hospital charges, in excess of those paid by the Alberta Health Care Insurance Plan, for a hospital located in the Province of Alberta, shall be paid by this Plan provided that no payment shall be made for charges in excess of the semi-private ward rate. A member who is confined in a private ward shall be responsible for any charges for such ward which are in excess of the semi-private ward rate.

11.01.04. Hospital charges, in excess of those paid by the Alberta Health Care Insurance Plan for a hospital not located in the Province of Alberta, shall be paid by this Plan provided that no payment shall be made for charges in excess of the semi-private ward rate or forty dollars (\$40.00) per day, whichever is lower.

11.02. Major Medical Benefits

The member shall pay the first thirty dollars (\$30.00) of eligible major medical expenses incurred in a calendar year and this Plan will pay eighty percent (80%) of the amount in excess of thirty dollars (\$30.00) in such calendar year (unless otherwise specified herein). Eligible expenses may be claimed by a member in accordance with the following:

- 11.02.01. Charges for drugs, medicines, allergy serums, allergy serum extracts, asthmatic drugs and insulin which are purchased on a written prescription of a physician or dentist and dispensed by a licensed pharmacist, except that proprietary or patent medicines or drugs which can be purchased without a prescription will not be covered.
- 11.02.02. For charges of professional ambulance services when required due to illness or injury. This includes air transportation where ground transportation is either not available or not medically recommended. Such charges are limited to those incurred within Canada.
- 11.02.03. The Plan shall pay a maximum of two thousand dollars (\$2,000.00) per calendar year for the usual and reasonable costs of artificial limbs (excepting myo-electric controlled prosthesis), artificial eyes, braces which incorporate a rigid support of metal or plastic, trusses, cervical collars and breast prosthesis as a result of a mastectomy, manufactured according to the specifications on the written order of a physician and necessary repairs or replacement of such appliances if such repairs or replacement are performed on the written order of a physician. All such appliances must be required to treat an existing medical condition. Repair or replacement of a breast prosthesis shall not require a written order of a physician, however, such replacement or repair shall be limited to once in each twenty-four (24) month period.
- 11.02.03.01. The Plan shall pay a maximum of two hundred and fifty dollars (\$250.00) once in each two year period for the usual and reasonable costs of orthopedic appliances, upon the written order of a physician. All such appliances must be required to treat an existing medical condition.
- 11.02.04. The Plan shall pay a maximum total of two thousand dollars (\$2,000.00) per calendar year, for medical care, on the written order of a physician, in the member's home, to a member or a member's dependent, by a practical or registered nurse who is not related to the member or his/her dependents. Homemaking services are not included. This benefit shall be limited to situations where it is medically shown that the person in respect of whom the services rendered is suffering from a chronic and/or debilitating condition.
- 11.02.05. The Plan shall pay a maximum of one thousand dollars (\$1,000.00) per calendar year for the services of a clinical psychologist engaged in the treatment of a mental or emotional illness of a member or his/her dependents. Submitted eligible expenses shall be fifty percent (50%) paid for by the Plan, provided the member has paid the first thirty dollars (\$30.00) as provided in 11.02.
- 11.02.06. The Plan shall pay a maximum of one thousand dollars (\$1,000.00) per calendar year for the usual and reasonable costs on the written order of a physician, for the purchase, repair or rental of:
- 11.02.06.01. Respiratory equipment including oxygen; CPAP machines are limited to one purchase in a lifetime.

- 11.02.06.02. Inhalation devices for the delivery of inhaled asthmatic medication on the written order of a physician;
- 11.02.06.03. Machines for use by diabetics, on the written order of a physician, to monitor glucose, reimbursed at fifty (50) percent and limited to one such machine per employee in each five (5) year period.
- 11.02.06.04. Air cleaning devices, ionizing machines, vaporizers and humidifiers are excluded.
- 11.02.07. Usual and reasonable charges for colostomy, ileostomy, urostomy, and adult incontinence supplies upon written order of a physician.
- Usual and reasonable charges for the supplies required for the administration of insulin (syringes and needles) and testing materials used by diabetics, upon written order of a physician.
- 11.02.08. The Plan shall pay a maximum of one thousand dollars (\$1,000.00) per calendar year for services rendered by a qualified physiotherapist. The Plan shall not make any payment for services rendered that such person is entitled at no cost under the Provincial Community Rehabilitation Program, and until the member/dependent has received treatment amounting to two hundred and fifty dollars (\$250.00) per benefit year as defined by the Alberta Health Authorities (April 1 –March 31).
- 11.02.09. The Plan shall pay a maximum of one thousand dollars (\$1,000.00) per calendar year for services rendered by a licensed chiropractor. The Plan shall not pay for such services until the allowable limits under the Alberta Health Care Plan have been reached. A letter from Alberta Health Care stating the date the maximum was attained shall be submitted with the claim. Submitted eligible expenses shall be seventy-five percent (75%) paid for by the Plan provided the member has paid the first thirty dollars (\$30.00) as provided in 11.02.
- 11.02.10. The Plan shall pay a maximum of five hundred dollars (\$500.00) per calendar year for services rendered by a licensed podiatrist. The Plan shall not pay for such services until the allowable limits under the Alberta Health Care Plan have been reached. A letter from Alberta Health Care stating the date the maximum was attained shall be submitted with the claim.
- 11.02.11. The Plan shall pay a maximum of five hundred dollars (\$500.00) per calendar year for acupuncture services, provided it is administered as a pain reliever or anesthetic by a registered acupuncturist. Submitted eligible expenses shall be fifty percent (50%) paid for by the Plan provided the member has paid the first thirty dollars (\$30.00) as provided in Article 11.02.
- 11.02.12. The Plan shall pay a maximum of five hundred dollars (\$500.00) in any five (5) consecutive calendar year period for the purchase and repair of hearing aids as prescribed by a physician. Maintenance, batteries and recharging devices are excluded. Submitted eligible expenses shall be fifty percent (50%) paid for by the Plan provided the member has paid the first thirty dollars (\$30.00) as provided in Article 11.02.
- 11.02.13. The Plan shall pay fifty dollars (\$50.00) per covered person in any two (2) consecutive calendar year period for eye examination administered by an optometrist or ophthalmologist. Reimbursement shall be based only on amounts not paid by the Alberta Health Care Plan.

11.02.14. The supplies noted in this section will only be provided under this Plan if they are not provided by the Alberta Aids to Daily Living Plan or any similar plan which provides these benefits to members at no cost.

11.02.15. Claims must be received by the Plan Adjudicator no later than April 30 of the calendar year following the year in which the expense was incurred and shall include all receipts, drug names, first and family names of individuals receiving drugs or services and dates when services were provided.

*

Claims received by the Plan Adjudicator on or after May 1 will not be honoured.

11.03. This Plan does not provide payment for any item not specifically provided for as being paid by the Plan in this Agreement.

11.04. For the purposes of this Plan, the following definitions will apply:

11.04.01. Hospital

An institution which is legally constituted as a hospital which is open at all times and is operated primarily for the care and treatment of sick and injured persons as in-patients, which has a staff of one or more licensed physicians available at all times, which continuously provides twenty-four (24) hour nursing service by graduate registered nurses, which provides organized facilities for diagnosis and major surgery, and which is not primarily a clinic, nursing, rest, or convalescent home or similar establishment. An institution which is principally a home for the aged, rest home or nursing home, will not be considered a hospital for the purpose of this Plan. The definition shall include the Glenrose Hospital.

11.04.02. Physician

Only a duly qualified physician who is legally licensed to practice medicine.

11.04.03. Mental Hospital

An accredited psychiatric hospital as recognized by the Alberta Health Care Insurance Commission or, alternatively, a hospital which provides accredited psychiatric services as a part of total patient care and whose psychiatric services are recognized by the Alberta Health Care Insurance Commission.

12. DENTAL PLAN

12.01. A probationary employee who has completed ninety (90) calendar days of continuous employment with the City since the last date he/she commenced employment as a probationary employee with the City, or a permanent employee, shall be a member of the Dental Plan, unless such employee provides satisfactory proof of membership in another Dental Plan or the employee's spouse is a member of this Plan.

12.02. The City shall pay sixty-five percent (65%) and the member shall pay thirty-five percent (35%) of the required premium by payroll deduction.

12.03. Dental Plan Benefits

The Dental Plan shall provide benefits to members and eligible dependents. Members shall be eligible for reimbursement in respect of covered benefits and services rendered in accordance with the following:

- 12.03.01. One hundred (100%) percent reimbursement for diagnostic, preventive, minor restorative and certain oral surgical services, periodontics (treatment of gum diseases), endodontics (root canal work), removable prosthodontics (removable dentures), and the additional services of applicable anesthesia, house/hospital visits and special office visits.
- 12.03.02. Eighty (80%) percent reimbursement for work on existing fixed prosthodontics (crowns and bridges), major restorative and other services (recementing of inlays/onlays and crowns, removal of crowns and inlays/onlays, retentive pre-formed posts).
- 12.03.03. Fifty (50%) percent reimbursement for new fixed prosthodontics (crowns and bridges) and major restorative benefits.
- 12.03.04. Fifty percent (50%) reimbursement for orthodontic services subject to a maximum lifetime payment in respect of any covered person of two thousand dollars (\$2,000.00).
- 12.04. Employees who are eligible for membership but who do not become members of the Dental Plan as of their eligibility date, due to membership in another Dental Plan, may subsequently become members of this Dental Plan subject to the provision that, during the 12 calendar months following the date of joining this Plan, benefits shall be restricted to 100 percent reimbursement for diagnostic, preventive, minor restorative and minor surgical services. Following the completion of the 12 calendar month restricted period, such members shall be eligible for the full benefits as described in Article 12.03.
- *
- a) Employees who are eligible for membership, but do not become members of the Dental Plan as of their eligibility date due to other plan membership, including another City Dental Plan, may only join the plan within 30 days of a Life Event and shall have restricted coverage for the first 12 calendar months, as outlined in 12.04 above.
- b) Employees who are members of the Dental Plan, and elect to subsequently opt out of the Plan due to membership in another Dental Plan, including another City Dental Plan, may do so only within 30 days of a Life Event.
- 12.05. In this Plan, the percentage reimbursement provided in respect of any benefit or service shall, in all cases, be calculated on the basis of the dentist's bill or the applicable fee as described in the current Alberta Blue Cross Usual and Customary Dental Fee Guide, whichever is the lesser.
- 12.06. In the event that the expected cost of treatment or service exceeds five hundred dollars (\$500), the member should submit the proposed treatment or service plan, completed and signed by the dentist, to the administrative agent for review. The member shall then be informed as to the extent of the liability of the Plan and can determine whether or not he/she wishes to proceed with the proposed treatment or service plan. The procedure is for the convenience of the member and shall not be required in the case of emergency treatment where sufficient time is not available to submit such a plan. However, under no circumstances shall the Plan be liable to pay costs, of any dental treatment or service, which exceed the amount of liability as established under Article 12.06.

12.07. Limitations and Exclusions12.07.01. X-Rays

No reimbursement shall be made in respect of charges for a complete series of x-rays where such a series has been taken more than once in a twenty-four (24) calendar month period or in respect of charges for bite-wing films, where such films have been taken more than once in a twelve (12) calendar month period.

12.07.02. Oral Examinations

Complete oral examinations more than once in a twenty-four (24) month period or recall examinations more than once in a twelve (12) month period, shall not be allowed for reimbursement. Recall examinations for dependents under the age of eighteen (18) years shall be covered twice in each twelve (12) month period provided they are at least six (6) months apart.

12.07.03. Cleaning and Fluoride Treatments

Cleaning or scaling of teeth shall be covered only once in a twelve (12) month period except that for dependents under the age of eighteen (18) years cleaning or scaling of teeth and fluoride treatments shall be covered twice in each twelve (12) month period provided they are at least six (6) months apart. Fluoride treatments shall not be covered for members or dependents over the age of eighteen (18) years.

12.07.04. Dentures, Crowns and Bridges

This Plan does not provide reimbursement in respect of the following charges:

12.07.04.01. charges for the replacement of mislaid, lost, or stolen appliances;

12.07.04.02. charges for any crowns, bridges or dentures for which impressions were made prior to the effective date of the member's coverage;

12.07.04.03. charges for the replacement of an existing partial or full removable denture, or fixed bridgework, by a new denture or new bridgework; or charges for the addition of teeth to an existing partial removable denture or to existing bridgework unless:

12.07.04.03.01. the replacement or addition of teeth is required to replace one or more natural teeth extracted while under the Plan; or

12.07.04.03.02. the existing denture or bridgework was installed at least five (5) years prior to a necessary replacement, or the existing denture or bridgework cannot be made serviceable; or

12.07.04.03.03. the existing denture is an immediate temporary denture replacing one or more natural teeth and replacement by a permanent denture is required and takes place within twelve (12) months from the date of installation of the immediate temporary denture.

- 12.07.05. There shall be no coverage or reimbursement under this Plan in respect of the following:
- 12.07.05.01. charges for any treatment or procedure not rendered or prescribed by a dentist or dental therapist who is legally licensed to practice within his/her scope;
 - 12.07.05.02. charges for any treatment or procedure for which a member has coverage under the Workers' Compensation Act or similar law;
 - 12.07.05.03. charges for services or benefits which are unnecessary, payable for by any other source, or are prohibited by legislation;
 - 12.07.05.04. charges for dental treatment required as a result of self-inflicted injury;
 - 12.07.05.05. charges made by a dentist for broken appointments or for completion of claim forms;
 - 12.07.05.06. charges for dental care or treatment which is only for cosmetic purposes;
 - 12.07.05.07. charges for treatment in respect to injuries sustained as a result of committing or attempting to commit an indictable offence;
 - 12.07.05.08. charges for services rendered while not a member of this Plan;
 - 12.07.05.09. charges resulting from orthodontic services or treatment prior to the effective date of the member's coverage for orthodontic benefits;
 - 12.07.05.10. charges resulting from injury due to voluntary participation in a riot or civil insurrection;
 - 12.07.05.11. services or supplies intended for sport or home use, such as mouthguards; and/or
 - 12.07.05.12. charges for which the claim is submitted more than ninety (90) calendar days after the date the charge was incurred;
 - 12.07.05.13. charges for which a claim has already been submitted for reimbursement by a member's spouse;
 - 12.07.05.14. charges for oral hygiene instruction.
- 12.08. In the event of death, retirement or termination of a member, coverage of benefits shall extend thirty (30) calendar days beyond the date of the last premium payment but such coverage shall be limited to the applicable reimbursement for treatments or services which commenced within the ninety (90) calendar day period prior to the date of the last premium payment.
- 12.09. A member who retires prior to his/her normal retirement age may continue participation in the Dental Plan if he/she personally contracts to continue payment of the total premium (City and employee portions) and remits such payment directly to the City on a monthly basis. Retiring members who opt to continue coverage in the Dental Plan must remain members of such plan until the member's sixty-fifth (65th) birthday.
- 12.10. A member who is disabled and who has been in receipt of Long Term Disability benefits in accordance with this Agreement may continue participation in this Plan, and the member's premium shall be paid for by the Long Term Disability Plan.

13. SUPPLEMENTATION OF COMPENSATION AWARD

13.01. * If a permanent employee is prevented from performing his/her work with the City because of an occupational disability that is sustained during the course of his/her work for the City and the disability is recognized by the Workers' Compensation Board as compensable within the meaning of the Workers' Compensation Act, the City will supplement the award made by the Workers' Compensation Board. The award of the Workers' Compensation Board for loss of wages and any other allowances (excluding non-economic loss payment) provided as a result of a compensable disability together with the supplementation by the City will be one hundred (100%) percent of the employee's regular net pay (gross regular straight time pay less statutory deductions, union dues and required benefit plan contributions). Payment shall commence on the date of commencement of the award by the Workers' Compensation Board and shall cease:

- a) on the date the Workers' Compensation Board certifies that the employee is able to return to work to the employee's regular duties; or,
- b) 24 months after the date the Workers' Compensation Board grants a payment under section 56(7) of the Workers' Compensation Act for either total disability or partial disability, whether or not the employee has returned to any work with the City; or,
- c) on the employee's sixty-fifth (65th) birthday; or,
- d) upon termination of the employee's employment with the City;

whichever occurs first.

13.01.01 * The Supplementation of Compensation extension period in 13.01 (b) shall be equal to the period of time outlined in the definition of disability provision described in article 7.04.

13.01.02 * Said supplementation shall not be payable to any permanent employee entitled to compensation after pension age if such an employee is entitled to any pension, or after the employee's sixty fifth (65th) birthday if such an employee is not entitled to a pension.

13.02. If, in the opinion of the City, supplementation of the Workers' Compensation Board award to other employees is justified and approved, it will be made in accordance with the conditions established for permanent employees. In no event, however, shall any period of supplementation for those employees exceed three (3) months without further review and approval by the City.

13.03. Employees who are laid off from the City shall not be eligible to continue receiving supplementation of compensation benefits unless the claim for Workers' Compensation benefits was initiated prior to the notice of layoff and the disability has continued beyond the date such layoff becomes effective. Additionally, the regular rate of pay used in calculating the supplementation of compensation benefits shall be the regular rate of pay of the employee immediately prior to the date of layoff.

14. GENERAL APPLICATION OF PLANS

The following provisions apply to the Supplementation of Compensation Award provisions, Income Protection Plan, the Long Term Disability Plan, the Supplementary Health Care Plan and the Dental Plan, as contained in this Agreement:

14.01. Subrogation Rights

14.01.01. All members covered by plans provided for in this Agreement do hereby on their behalf and on behalf of their dependents assign to the City, in consideration of coverage pursuant to the terms of said plans, all rights or recovery against any person (including the City itself, or any person for whom the City is vicariously liable) whose action caused or contributed to an occurrence giving rise to the plans making payments to any such member or his/her dependents. The City shall thereby subrogate to any rights the member or his/her dependents may have against the responsible party, for any amounts paid pursuant to the said plans or for which the plans have assumed liability. When the net amount recovered is, after deduction of the costs of recovery, not sufficient to provide complete indemnity for the loss suffered, the amount remaining shall be divided between the City and the member in the proportion by which the loss has been borne by them.

14.01.02. The members, on their own and on their dependents' behalf, agree that the said subrogation rights of the City may be exercised by the City bringing action for recovery in the name of the member and/or dependent of the member directly against the responsible party or by the City assigning its rights of subrogation to the member or the member's dependent in care of the solicitor representing such member or member's dependent. Such assignment will be on the basis that the City shall not be obliged to pay, by way of legal fees and costs in connection with collecting monies paid to the member by the plans, an amount exceeding fifteen (15) percent of such claim.

14.02. Limitations and Exclusions

14.02.01. Plans shall not make any payment on account of services rendered to the member or to a dependent of the member to which such person is entitled:

*

- at no cost pursuant to law,
- due to a government operated program, or
- for which there is no cost to the member or his/her dependent because of other insurance against such cost, which has not been personally contracted for by the member.

In all other circumstances, co-ordination shall be done in accordance with the Canadian Life and Health Insurance Association Guidelines.

- 14.02.02. Any provisions of the Plans which require alterations due to Provincial or Federal laws or regulations shall be negotiated between the City and the Association. Employees eligible for benefits under any government plan shall submit claims for reimbursement to the aforementioned Plans first as applicable, prior to submitting claims under any City Plan. Where applicable, Employment Insurance will not be considered the first payer for short term disability benefits.
- *
- 14.02.03. The Income Protection Plan and Long Term Disability Plan shall not make any payment if a disability results directly or indirectly from:
- 14.02.03.01. committing or attempting to commit an indictable offence;
 - 14.02.03.02. intentional self-inflicted injury or illness;
 - 14.02.03.03. participation in a riot or civil insurrection;
 - 14.02.03.04. war, whether declared or undeclared;
 - 14.02.03.05. working for gain other than under an approved rehabilitation program;
 - 14.02.03.06. active duty with any armed force;
 - 14.02.03.07. drug or alcohol abuse unless and only during the time the member is receiving treatment under a rehabilitative program approved by the City;
 - 14.02.03.08. reasons other than personal illness or injury;
 - 14.02.03.09. an occupational illness or injury;
 - 14.02.03.10. injury or illness for which the member is not continuously under the regular care and attendance of a physician legally licensed to practice in Canada.
 - 14.02.03.11. injury or illness for which the member is not fulfilling any treatment process if prescribed by the Plan Adjudicator.
- 14.02.04. No Income Protection benefits or Long Term Disability benefits will be payable during the period a member is on leave of absence without pay, including maternity leave, unless otherwise specified in this Collective Agreement.

14.02.05. For the purposes of all City benefit plans (except pension plans) an eligible dependent must be a resident of Canada or legally able to reside in Canada and defined to be a person in one of the following categories:

- a. Spouse: the definition of spouse will be consistent with Human Rights Legislation, and subject to the provisions of the legislation governing the applicable benefit plans, and
- Either: i) legal spouse of the member or,
ii) common-law spouse who has co-habited with and been publicly represented as the member's spouse for a continuous two (2) year period or,
iii) a divorced spouse, who, as part of a divorce settlement, is dependent on the member for support. Evidence of the dependence of the divorced spouse will be required.

Where a spouse has previously been claimed as a dependent under the plans, a subsequent spouse may be claimed only if the member provides evidence that the second spouse qualifies under either i), ii) or iii) above. In such circumstances the previously claimed spouse shall be deleted.

Under no circumstances will a member be allowed to claim, as dependent, two (2) spouses at the same time.

- b. Dependent Children (Children includes natural, legally adopted or step-children)
- i) Unmarried children under age twenty-one (21) who are chiefly dependent on the member for support;
- ii) Unmarried children under age twenty-five (25) who are attending school full-time and who are chiefly dependent on the member for support. Evidence that the child is in full-time attendance at school will be required;
- iii) Unmarried children of any age who are incapable of self-sustaining employment by reason of mental or physical handicap and who are chiefly dependent on the member for support. Medical evidence of the incapacitation will be required.

A child of a common-law spouse who is not also the member's child may be claimed as a dependent only if:

- i) The common-law spouse satisfies the definition of dependent
and
- ii) Evidence is provided that the child is chiefly dependent on the member for support.

c. Other Dependents

- i) Any person who resides in Canada and is wholly dependent on the member for support and for whom the member is entitled to an income tax deduction. Proof that the person is dependent on the member will be required.

For pension purposes, the definition contained in the applicable pension plan will apply.

14.02.06. Unless otherwise awarded by a grievance arbitration board, no Income Protection benefits or Long Term Disability benefits will be payable after the date on which any member's employment is terminated for cause even if such member had been in receipt of benefits prior to and including the date of termination.

14.03. Validation of Claims

14.03.01. A member shall complete and submit any form, and perform any reasonable obligation required of him/her by the City or the Adjudicator of a plan, to substantiate and/or justify any claim for benefits. In the event that a member refuses to perform obligations required of him/her, any benefits and rights provided by these plans shall be suspended for the period that the member so refuses.

14.03.01.01. When a physician's note is insufficient in the circumstances and therefore the plan adjudicator for the City's disability income protection plans requests more substantive medical documentation for the purpose of validating a claim for disability benefits, the plan adjudicator will authorize reimbursement of reasonable expenses incurred by the employee, up to maximum allowable fees as determined by the City.

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14.03.02. An employee/member who is in receipt of benefits from the Income Protection Plan, Long Term Disability Plan or the Supplementation of Compensation Plan shall ensure that he/she is available at all times during receipt of benefits to perform any reasonable obligations required by the City or a Plan Adjudicator to substantiate and/or justify any claim for benefits. An employee/member who leaves the Edmonton area while in receipt of Income Protection Plan benefits, Long Term Disability benefits, or Workers' Compensation supplementation without obtaining prior approval from the City or the appropriate Plan Adjudicator shall not be entitled to receive such benefits for the whole of the period which the employee is outside of the Edmonton area.

14.03.03. A claim for benefits arising from an illness or injury which occurred outside of the Province of Alberta must be supported by the submission of a medical certificate describing the illness or injury and signed by a licensed physician. Such claims are also subject to validation by one or more of the following processes as may be required by the City:

14.03.03.01. The submission of receipts for drugs prescribed during the illness or injury (such drugs to be subject to verification as appropriate);

- 14.03.03.02. the submission of evidence that the physician from whom treatment was received and/or by whom the medical certificate was signed is a medical practitioner in good standing with the medical authorities in the province, state or country;
- 14.03.03.03. completion of a medical assessment by a medical authority appointed by the City or Plan Adjudicator;
- 14.03.03.04. such other processes as may be necessary to validate the claims.
- 14.03.04. An employee who has been absent from work due to a personal disability may be required to produce a medical certificate signed by a licensed physician which states that such employee is medically fit to return to the duties of his/her position, in order to be eligible to return to work.
- 14.03.05. An employee/member shall be responsible for ensuring the accuracy and validity of all claims.

14.04. Benefit Entitlement During Full-time Employment With The Union

An employee/member who has been granted leave of absence without pay for the purpose of performing full-time Union business shall be responsible for making the employee/member contributions to the Plans, and the Union shall be responsible for making the City contributions to the Plans in respect of such employee/member and the employee/member shall be eligible for benefits in accordance with the terms of the Plans. The regular rate of pay for such employee shall be the rate of pay received by the employee from the applicable Union except that Pension Plan contributions shall be determined by the regular rate of pay prescribed by the applicable pension board.

14.05. Benefit Entitlement During Layoff

Employees who are laid off from the civic service shall cease to be members of any benefit plans commencing on the effective date of layoff, unless specified otherwise in this Agreement.

15. ADMINISTRATION OF PLANS

- 15.01. A separate fund for premium contributions shall be established for each Plan as applicable. Annual statements reporting the experience, interest earnings or losses, and administrative costs of each of these Plans shall be prepared and provided to the Association. Contributions and interest earnings which accrue as a result of favourable experience shall be retained in each respective fund to offset costs, or such other uses which the parties may agree upon, at a future date. Any increase or decrease in respect of member contributions to Plans shall be applied uniformly to all members of the Association.
- 15.02. In the event that a Plan makes a payment to a member which exceeds the amount which the member is entitled to receive according to the Collective Agreement, the City shall deduct from the member's pay cheque a dollar amount equivalent to the dollar amount which the employee received in excess of his/her entitlement and shall allocate such funds to the appropriate Plan.
- 15.03. The parties agree that although benefit entitlements in the Collective Agreement are expressed in days or portions thereof, the City may administer these benefits in hour equivalents provided there is no reduction in benefits as a result.

15.04. An advisory committee shall be formed in respect to each Plan named in this Collective Agreement or the parties may mutually agree to establish one advisory committee to review all plans named in this Collective Agreement. Each committee shall make recommendations to the parties on administrative difficulties, investments and policy changes (excluding the financing of the plans). Each advisory committee shall be composed of three (3) representatives from the Association and three (3) representatives from the City. The advisory committees for the Dental and Supplementary Health Care Plans shall be empowered to adjudicate appeals.

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16. EDMONTON CIVIC EMPLOYEES CHARITABLE ASSISTANCE FUND

A payroll deduction in an amount not to exceed one-half (1/2) of one (1) percent shall be made from the wages of all employees covered by this Agreement. Such deductions shall be on a bi-weekly basis and shall be forwarded to the Secretary Treasurer of the Fund at the end of each pay period together with a list of employees from whom deductions have been made. The Association shall notify the City thirty (30) calendar days prior to the implementation of any change to the amount of the payroll deduction.

17. PENSIONS

Eligible employees shall be members of applicable pension plans in accordance with the provisions of said plans.

SIGNED this 14th day of May, A.D. 2007

ASSOCIATION OF CIVIC EMPLOYEES

CITY OF EDMONTON

Daniel Revega
President of the Association

Stephen Mandel
Mayor

Bill Chahal
President of ATU Local 569

David H. Edey
City Clerk

Dennis Mol
President of CUPE Local 30

Martin Duckworth
Business Manager of IBEW Local 1007

Dina Traynor
Witnessed By:

**Vacation Entitlement for Permanent or Probationary Employees Coming
Within The Jurisdiction of I.B.E.W. Local No. 1007, A.T.U. Local 569, and C.U.P.E. Local 30**

Years of Continuous Employment with the City	Vacation Entitlement (the lesser of the following)
1 or more than 1	15 working days or 120 working hours
8 or more than 8	20 working days or 160 working hours
17 or more than 17	25 working days or 200 working hours
23 or more than 23	30 working days or 240 working hours

A permanent or probationary employee, who has not completed a full year of service with the City prior to the commencement of the vacation year, shall be entitled to receive the portion of his/her earned vacation, which was earned prior to the commencement of the vacation year, in accordance with the following provisions, provided that the employee entering the employ of the City after the fifteenth (15th) day of any month shall be considered to have entered the following month to determine his/her entitlement under these provisions.

Continuous Service Prior to Vacation Year	Pro-Rata Entitlement Permanent and Probationary (the lesser of the following)
12 months	15 working days or 120 working hours
11 months	14 working days or 112 working hours
10 months	13 working days or 104 working hours
9 months	11 working days or 88 working hours
8 months	10 working days or 80 working hours
7 months	9 working days or 72 working hours
6 months	8 working days or 64 working hours
5 months	6 working days or 48 working hours
4 months	5 working days or 40 working hours
3 months	4 working days or 32 working hours
2 months	3 working days or 24 working hours
1 month	1 working days or 8 working hours

It is understood that vacation entitlement shall be paid at the employees regular rate of pay for the position to which the employee is permanently appointed or is serving the required probationary period thereof.

**Vacation Entitlement for Temporary or Provisional Employees Coming
Within The Jurisdiction of I.B.E.W. Local No. 1007, A.T.U. Local 569, and C.U.P.E. Local 30**

A temporary or provisional employee, upon completion of one (1) year of service with the City, shall be eligible for paid vacation leave equal to the lesser of ten (10) working days or eighty (80) working hours. An employee, who is terminated and who has not received any vacation leave, shall receive four (4) percent of his earnings at the regular rate of pay for the period between his/her last date of hire and the termination of employment. An employee who receives vacation leave and who is subsequently terminates shall receive four (4) percent of his/her earnings at the regular rate of pay for the period since the last date of hire less the monetary value of vacation days taken. In the event that vacation leave is granted to such employees, it shall be granted in accordance with the following schedule:

Continuous Service Prior to Vacation Year	Pro-Rata Entitlement Temporary and Provisional (the lesser of the following)
12 months	10 working days or 80 working hours
11 months	9 working days or 72 working hours
10 months	8 working days or 64 working hours
9 months	8 working days or 64 working hours
8 months	7 working days or 56 working hours
7 months	6 working days or 48 working hours
6 months	5 working days or 40 working hours
5 months	4 working days or 32 working hours
4 months	3 working days or 24 working hours
3 months	3 working days or 24 working hours
2 months	2 working days or 16 working hours
1 month	1 working days or 8 working hours

LETTERS OF UNDERSTANDING

between

THE CITY OF EDMONTON
A Municipal Corporation
(hereinafter referred to as the "City")

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 30 (EDMONTON CIVIC EMPLOYEES)
THE AMALGAMATED TRANSIT UNION LOCAL NO. 569
THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 1007 (CIVIC UNIT)
(hereinafter called the "Association")

The following groups of Letters of Understanding to the 2006-2008 collective agreement are individual Letters of Understanding but are grouped together for signing purposes only.

- Letter #1 Supplementary Health Care Plan
- Letter #2 Benefits Plans
- * Letter #3 Dependent Group Life
- * Letter #4 Supplementary Health Care Plan, Article 1

SIGNED this 14th day of May, A.D. 2007

ASSOCIATION OF CIVIC EMPLOYEES

CITY OF EDMONTON

Daniel Revega
President of the Association

Stephen Mandel
Mayor

Bill Chahal
President of ATU Local 569

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City Clerk

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President of CUPE Local 30

Martin Duckworth
President of IBEW Local 1007

Dina Traynor
Witnessed By:

LETTERS OF UNDERSTANDING

between

THE CITY OF EDMONTON
A Municipal Corporation
(hereinafter referred to as the "City")

Of The First Part

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 30 (EDMONTON CIVIC EMPLOYEES)
THE AMALGAMATED TRANSIT UNION LOCAL NO. 569
THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 1007
(hereinafter called the "Association")

Of The Second Part

LETTER #1

SUPPLEMENTARY HEALTH CARE PLAN

The City and the Association agree that they shall jointly review the changes, on an "as required basis," to the provision and delivering of health care benefits, and services in Alberta and identify those areas where government sponsored health care benefits and services have been modified, reduced or eliminated.

The City and the Association shall then forthwith discuss how the Supplementary Health Care Plan can be amended to respond to the foregoing changes and the provision and delivering of health care benefits and services and any required changes shall be subject to negotiation between the parties.

LETTER #2

BENEFITS PLANS

It is agreed between the City of Edmonton and the Association of Civic Employees that any financial losses declared and/or any financial surpluses declared under each of the benefit plans described below shall be shared between the two (2) parties in direct proportion to the premium contribution-sharing arrangement in effect during the period the said financial losses and/or gains accrued:

- Group Life Insurance Plan
- Supplementary Health Care and Major Medical Plan
- Dental Plan

In particular, it is agreed that the City shall have no rights to claim a share of any financial surpluses accruing under the Long Term Disability Plan so long as it is financed entirely by employees' contributions and interest and the Association shall have no rights to claim a share of any financial surpluses accruing under the Income Protection Plan so long as it is financed entirely by City contributions and interest.

It is further agreed that when the financial surplus in a plan at year-end, as reported annually to the Association by the City, exceeds fifteen (15) percent of the annual contributions under that plan, then the surplus contributions shall be paid to the City and the active employees in accordance with the aforesaid surplus-sharing arrangement within ninety (90) days of receipt by the Association of the annual financial statements.

With regard to each of the plans herein referred to, "financial surplus" shall mean the amount of funds remaining at each year-end (if any) after provision has been made for all chargeable claims, expenses and required plan reserves including Rate Stabilization Reserves, funded to industry standards. The Association will be advised of the basis, in terms of the percentage of annual contributions, used for the Rate Stabilization Reserves. The parties also agree to meet with regard to the level of funding for the Rate Stabilization Reserve should a concern be identified.

LETTER #3

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DEPENDENT GROUP LIFE

The City agrees to undertake a review of the Dependent Group Life Plan, upon the request of the Advisory Committee, to determine whether or not the experience warrants a decrease in contributions, or alternatively cost neutral enhancements to the plan.

LETTER #4

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SUPPLEMENTARY HEALTH CARE PLAN, ARTICLE 11

The parties agree to the following changes to the Supplementary Health Care Plan, under Article 11:

- Adoption of a recognized third party drug formulary after agreement between the parties.
- Use of lowest cost alternative drugs
- Maximum dispensing fee reimbursement per prescription as follows:

Drug Cost	Maximum Dispensing Fee
\$0.00 - \$74.99	\$5.00 reimbursement
\$75.00 - \$149.00	\$7.50 reimbursement
\$150.00 or greater	\$10.00 reimbursement

To ensure that the changes are appropriate and cost-effective, the parties also agree to periodically review the plan experience with respect to these changes.

The City will utilize a "pay-direct" method of reimbursement for prescription drugs. Employees that are members of the City's Supplementary Health Care Plan will be provided with a drug card.