

THIS AGREEMENT MADE EFFECTIVE THE 17<sup>th</sup> DAY OF June, 2021

BETWEEN:

**EDMONTON POLICE COMMISSION**  
(the "Commission")

- and -

**DALE MCFEE**  
("McFee")

**WHEREAS** the Commission and McFee entered into an Agreement made effective October 30, 2018;

**AND WHEREAS** the Commission and McFee have agreed to extend the term of the October 30, 2018 agreement to continue the appointment of McFee as Chief of Police of the Edmonton Police Service (the "Service");

**AND WHEREAS** the Commission and McFee intend that, effective June 17, 2021, this Agreement replace the October 30, 2018 Agreement;

**THIS AGREEMENT WITNESSES** that in consideration of the mutual promises set out below, the parties agree as follows:

**1 Appointment**

- 1.1 The Commission continues the appointment of McFee as the Chief of Police (the "Chief") for the Service.
- 1.2 McFee shall carry out the duties and responsibilities conferred upon the Chief by the *Police Act* and the *Police Service Regulation* (the "PSR") and shall respond to such instructions as may, from time to time, be issued by the Commission in respect of its policies for efficient and effective policing, all in a conscientious and diligent manner.

1.3



## **2 Term**

- 2.1 McFee's appointment as Chief shall continue from July 1, 2021 for a period of five years to June 30, 2026, subject to early termination as provided for in paragraphs 6 and 7 of this Agreement.
- 2.2 It is understood that for the purposes of this Agreement, the expiration or termination of McFee's employment in accordance with the terms of this Agreement, or his resignation or retirement from the Service, shall also be deemed to revoke his appointment as Chief.

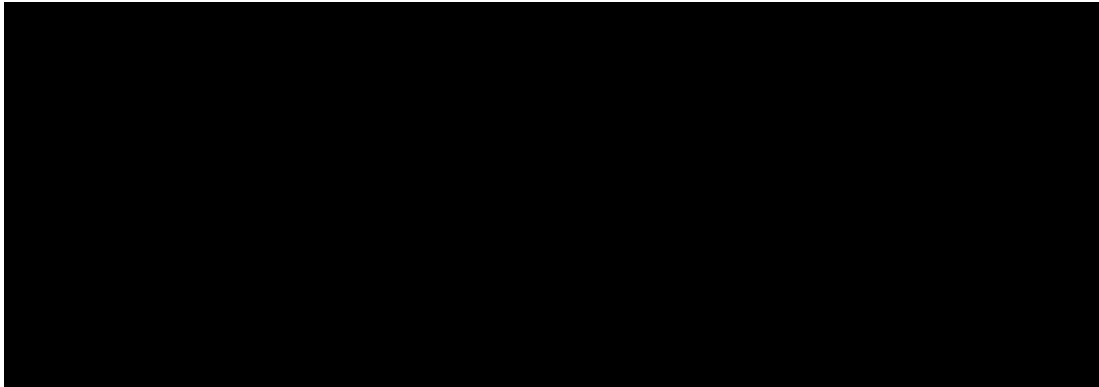
## **3 Renewal**

- 3.1 The Commission and McFee may renew this Agreement, or enter into a new agreement, prior to its expiry on the terms and conditions as agreed between them and as set out in a subsequent written agreement.
- 3.2 In the event that McFee's appointment is not renewed by the Commission, then notwithstanding any other term of this Agreement:
- a. McFee and the Commission each agree they will not have any further obligation to one another subsequent to this Agreement's expiry date and, except for paragraphs 16 (Confidentiality) and 17 (Indemnity) which shall survive the termination of McFee's employment, this Agreement shall be of no further force or effect; and
  - b. McFee acknowledges that his employment with the Service will terminate on the expiry date of this Agreement, without any further obligations by the Commission regarding notice or payment in lieu of notice.

## **4 Full Time and Attention**

- 4.1 McFee agrees to devote his full time and attention to the performance of his duties as Chief and agrees that, without the prior written approval of the Commission, which shall not be unreasonably withheld, he shall not accept any appointment as an employee, officer, director or consultant to any other organization during the term of his appointment or any renewal thereof. Provided however, this restriction will not prevent McFee from seeking or accepting election or appointment to an office in any of the police organizations described in paragraph 14 so long as the prior written approval of the Commission has first been obtained. Such approval will be based on an assessment that holding office in the police organization

will not affect McFee's ability to effectively carry out his duties as Chief and such approval will not be unreasonably withheld.



- 4.2 McFee acknowledges that as the Chief, he is employed in a senior management position with hours of work that will vary based on the needs of the Service and that he is required to be on call twenty four hours a day, seven days a week, except when he is on vacation, or is otherwise absent from Edmonton with the approval of the Commission, and McFee has arranged for the duties of Chief to be temporarily assigned to another police officer during the period of McFee's absence. McFee agrees he is not entitled to and will not be compensated for any additional hours of work that may from time to time be required and the amount of his annual salary takes into account such additional hours of work.

## **5 Performance Reviews**

- 5.1 The Commission and McFee will continue to meet annually, or more frequently as the Commission may reasonably request, to discuss those matters for which McFee is accountable to the Commission, as described in the *Police Act* including section 41(3) thereof.
- 5.2 The reviews under paragraph 5.1 will be based on the Police Chief Profile (attached as Appendix "A" to this Agreement), the initiatives identified from time to time by the Commission in its Strategic Plan, the approved Annual Policing Plan and any other predetermined goals, objectives or projections that may be established from time to time by the Commission.

## **6 Early Termination By McFee**

- 6.1 During the period of McFee's appointment as Chief, or any renewal thereof, McFee may bring about an early termination of his employment with the Commission by providing the Commission with [REDACTED] written notice of his intention to resign as Chief. The notice shall specify the date on which his resignation is to take effect.

- 6.2 The Commission may elect to waive in writing some portion of the notice given pursuant to Article 6.1, in which case McFee's employment will end on the day specified by the Commission, and the Commission will pay to McFee, in a lump sum less necessary deductions, the amount of salary he would have earned between the end date specified by the Commission, and what he would have earned had he been employed [REDACTED] following the date he provided his written notice of resignation.

## **7 Early Termination By The Commission**

- 7.1 The Commission may bring about the early termination of McFee's appointment and employment as Chief at any time without notice or payment in lieu of notice in any one of the following circumstances:
- a. if McFee engages in an act of misconduct contrary to the *Police Act* and the PSR and, following any hearing and right of appeal provided for under the *Police Act* and the PSR, the Commission has determined the appropriate punishment to be imposed is that of dismissal; or
  - b. if McFee should die, or suffer a permanent illness or disability which prevents him from carrying out the duties as Chief for a continuous period of three months, or the illness or disability prevents him from carrying out the duties as Chief for a cumulative period of one hundred and twenty (120) working days in any period of twelve months. (Any such illness or disability shall not affect McFee's entitlement to claim or receive Income Protection benefits or Long Term Disability payments or his entitlement to any other benefit that may be provided under the terms of this Agreement.). The parties agree that continuing to employ McFee for the time periods he is ill or disabled, as stated above, constitutes reasonable accommodation, and McFee will not take any legal action or file any complaints alleging that the Commission discriminated against him on the basis of disability or did not discharge its obligation to take reasonable steps to accommodate any disability.
- 7.2 During the term of this Agreement, the Commission has the right to lawfully terminate this Agreement, and McFee's employment, at any time, without cause, but in that event the Commission shall pay McFee, less lawful deductions:
- 7.2.1 a sum equal to [REDACTED] of his current salary, less lawful deductions, if the termination occurs in the first thirty-six (36) months of the term of this Agreement; or,

- 7.2.2 a sum equal to the lesser of [REDACTED] of his current salary, or the salary he would have earned to the end of the term of this Agreement, if the termination occurs in the last twenty-four (24) months of the term of this Agreement.
- 7.3 McFee agrees that payment to him by the Commission of the sum identified in paragraph 7.2 (less lawful deductions) is reasonable and will constitute final settlement of any and all claims for damages for the early termination of his appointment and of this Agreement.
- 7.4 The Commission may require McFee to execute a written release of all further claims he has against the Commission, the City of Edmonton, and their employees, and Mayor and Council in respect of any further claims, complaints or demands he has relating to his employment or the termination of that employment. Should McFee refuse to sign this release, he will only receive the number of weeks of termination pay he is entitled to under the provisions of the Employment Standards Code.
- 7.5 The provisions of paragraph 7.2 do not apply in those circumstances where McFee resigns from the Service, including a case where the Commission accelerates his resignation pursuant to paragraph 6.2.

## **8 Salary and Expenses**

- 8.1 The Commission will pay, or cause to be paid, to McFee, bi-weekly, an annual salary as set out below, less such deductions as may be required by law:
- 8.1.1 For the period July 1, 2021 to June 30, 2022, \$340,000.00;
- 8.1.2 [REDACTED]
- 8.1.3 [REDACTED]
- 8.1.4 [REDACTED]
- 8.1.5 [REDACTED]
- 8.2 McFee's annual salary shall be increased by the amount of any economic increase that may be approved by the City of Edmonton for its management staff over the course of the term of this Agreement.
- 8.3 McFee will receive an annual clothing allowance of \$1,500.00.
- 8.4 The Commission will reimburse McFee for reasonable incidental expenses incurred in the performance of his duties as Chief in accordance with the policies of the Commission.

## **9 Benefits**

- 9.1 Short and long-term disability benefits will be provided to McFee in accordance with the City of Edmonton's disability policies and City Policy A1123 which are applicable to managerial employees, as amended from time to time. The Commission will cause McFee to be provided with Alberta Health Care, medical, dental, life insurance and accidental death and dismemberment benefits in accordance with those provided to Senior Police Officers in the collective agreement between the City of Edmonton and the Edmonton Police Service Senior Officers Association, as amended from time to time. The Commission agrees it will pay the full cost of benefit premiums, except long-term disability premiums and all life insurance premiums, which McFee will pay.
- 9.2 The Commission confirms McFee's annual entitlement to a Health Care Spending Account in the amount of \$6,600.00 dollars for eligible expenses incurred in each calendar year, and such amount shall be available for his use on the first pay period in January of each year. Unused amounts may be carried over to the next year, but must be used by April 30<sup>th</sup> of that year or they are forfeited. Expenses may be submitted to the Health Care Spending Account only after other sources of reimbursement have been used. At all times the City of Edmonton's rules and policies related to health care spending accounts, which are applicable to the Edmonton Police Service Senior Officers' Association, shall apply.

## **10 Vacations**

- 10.1 McFee shall be entitled to 35 working days' vacation with pay each year during the term of his appointment as Chief. McFee shall use best efforts to take all of these days in each year.
- 10.2 When the exigencies of the Service do not permit taking all of this vacation entitlement in a year, McFee shall be allowed to carry over any unused vacation entitlement for future use, provided the accumulated vacation entitlement carried forward shall not exceed 20 working days. At no time shall vacation carried over and accrued vacation exceed 55 working days. If on any anniversary of the effective date of this Agreement there is owing to McFee more than 20 working days of accrued vacation entitlement, any vacation accrual exceeding such 20 working days shall be paid out to McFee. Upon the termination of McFee's appointment or upon his retirement from the Service, the Commission shall cause to be paid to McFee the outstanding amount of any unused vacation entitlement.

## **11 Pension**

- 11.1 The Commission and McFee both acknowledge that McFee is required to participate in the Special Forces Pension Plan (the "Plan") under the *Public Sector Pension Plans Act*, R.S.A. 2000, c. P-41. The Commission and McFee shall each make their respective contributions to the Plan in such amounts as may from time to time be required thereunder.
- 11.2 The Commission further agrees to provide McFee with a supplemental management retirement plan in a form equivalent to that provided to the City Manager and General Managers within the City of Edmonton.

## **12 Statutory Holidays & Bereavement Leave**

- 12.1 McFee shall receive as paid holidays those days observed as statutory holidays under the terms of the Senior Officers' collective agreement.
- 12.2 McFee shall be entitled to bereavement leave under the same terms and conditions as are provided in the Senior Officers' collective agreement.

## **13 Fitness and Medical Examinations**

- 13.1 McFee acknowledges that his performance of the duties of Chief require that he be and remain physically and mentally fit.
- 13.2 McFee agrees that at the start of each year of the term of this Agreement, he will attend for an annual medical examination by a qualified physician registered to engage in the practice of medicine. McFee shall have the physician advise the Commission if anything changes to McFee's health which may impact his ability to discharge his obligations as Chief.
- 13.3 McFee agrees to execute any necessary forms, releases or other documents which permit the Commission to obtain medical information from any physician who examines McFee under paragraph 13.2. The Commission will pay all costs of obtaining any report from a physician.
- 13.4 The Commission shall keep confidential all medical information relating to McFee.

## **14 Memberships**

- 14.1 During the term of this Agreement, the Commission will cover the cost of McFee's membership fees or participation costs in the following organizations:
  - a. Alberta Association of Chiefs of Police;

- b. Canadian Association of Chiefs of Police;
- c. International Association of Chiefs of Police;
- d. Police Executive Research Forum;
- e. Community Safety Knowledge Alliance;
- f. Leadership in Counter Terrorism; and
- g. Law Enforcement Public Health.

14.2 The Commission also agrees to permit McFee to take professional development courses and attend conferences of his choice up to a maximum cost of \$20,000.00 annually.

## **15 Vehicle**

15.1 The Commission previously provided a new, full-sized vehicle for McFee's use (the "Vehicle"). McFee shall return the Vehicle and obtain the use of a new full-sized vehicle on a three-year cycle beginning from the date the Vehicle was originally provided to McFee.

15.2 At the end of this Agreement, McFee shall have the option of purchasing the vehicle provided for his use at that time at fair market value based on the Canadian Red Book value or returning it to the Commission.

15.3 McFee may use the Vehicle while he is on vacation.

15.4 The Commission will reimburse McFee for all reasonable expenses he incurs to operate the Vehicle, except any expenses for gasoline and oil he incurs while operating the Vehicle while on vacation.

## **16 Confidentiality**

16.1 McFee shall not, without the written permission of the Commission, either during the term of his appointment as Chief or at any time thereafter, disclose (other than as may be required by law or to perform his duties as Chief) to any person, firm or corporation any information concerning the business or affairs of the Commission, the Service or the City of Edmonton, which McFee may have acquired in the course of or incidental to his employment as Chief, whether for his own benefit or to the detriment or intended detriment of the Commission, the Service or the City of Edmonton. McFee will not be in breach of this provision if he discloses



information of the kind described, to his spouse or to his lawyer, provided those persons agree they will not disclose that information to others.

- 16.2 Upon the termination of McFee's appointment as Chief, and unless prior written consent has been obtained from the Commission, McFee shall return to the Commission all property of the Commission in his possession, including confidential information, written and electronic information, documents and any other data pertaining to the activities of the Commission, the Service and the City of Edmonton.

## **17 Indemnity**

- 17.1 Where McFee is charged with and subsequently acquitted of a criminal or other statutory offence, because of any act done or any failure to act or allegations of same, in the attempted performance or performance in good faith of his duties as Chief ("Acts or Omissions"), he shall be indemnified by the Commission for the necessary and reasonable legal costs incurred in the defence of such charges or allegations. There shall be a presumption that Acts or Omissions of McFee were undertaken in good faith unless the contrary is proven. The indemnification as it relates to necessary and reasonable legal costs shall be made as such costs are incurred.
- 17.2 Where a civil or other proceeding is brought against McFee because of any Acts or Omissions, whether directly or indirectly, the Commission shall pay for and indemnify McFee against any and all damages, penalties, interest, costs, and settlement awarded against him in such civil or other proceedings.
- 17.3 Notwithstanding paragraphs 17.1 and 17.2, the Commission shall indemnify McFee prior to a charge being laid or a civil or other proceedings being brought where there is an indication that civil or other proceedings may be commenced against him because of such acts or omissions. This indemnification as it relates to necessary and reasonable legal costs shall be made as such costs are incurred.
- 17.4 Where a civil or other proceeding is brought against McFee because of any Acts or Omissions, or McFee otherwise becomes a party to a proceeding, by or before the Commission, any Board or other tribunal, agency or person established pursuant to the *Police Act* or any other provincial or federal Act, or McFee becomes the subject of an investigation, the Commission agrees to indemnify McFee for the necessary and reasonable legal costs and damages or awards, if any, incurred in the defence or conduct of such civil or other proceeding or advice relating to the investigation and to do so on an ongoing basis and as such legal costs are incurred.

17.5 Notwithstanding the provisions contained in paragraphs 17.1, 17.2, 17.3 and 17.4, McFee shall not be indemnified for damages, awards, judgements, penalties, interest, or costs arising from:

- a. Any act or omission, or any alleged act or omission of McFee in his capacity as a private citizen, unless such act or omission or alleged act or omission resulted directly or indirectly from his status as Chief;
- b. Any act or omission where a determination has been made by a tribunal or court of competent jurisdiction, that McFee did not act in good faith in the performance of his duties; or
- c. Misconduct proceedings under the *Police Act* and the PSR, where such proceedings result in a finding of misconduct and the Commission has determined that the penalty to be imposed is that of dismissal.

Where any payments have been made to, for, or on behalf of, McFee pursuant to paragraphs 17.1, 17.2, 17.3 and 17.4 and it is subsequently determined that the payments were not required to be made pursuant to this paragraph 17.5, McFee shall immediately repay the full amount of those payments to the Commission.

17.6 There shall be no right of subrogation by the Commission against McFee in respect of any loss, damage, cost or expense for which he has been indemnified. The Commission agrees to secure from its insurers a waiver in respect of such insurers' rights of subrogation in respect of any recovery of the Commission against McFee in respect of such loss, damage, cost or expense. Notwithstanding the foregoing, in the event any claim for subrogated rights is advanced by an insurer against McFee, the Commission also agrees to indemnify McFee in respect of such claim including the necessary and reasonable legal costs incurred by McFee in resisting such claim.

17.7 For the purposes of paragraphs 17.1, 17.2, 17.3, 17.4 and 17.6, "necessary and reasonable legal costs" means the amount of reasonable fees and disbursements charged by the lawyer retained by McFee and any other expenses, direct or indirect, reasonably incurred.

17.8 The Commission will reimburse McFee for reasonable legal costs incurred in retaining a lawyer to review this Agreement.

## 18 General

- 18.1 No term or provision of this Agreement shall be interpreted or applied so as to be in conflict with any provision of, or provide a lesser benefit than what is contained in, the *Police Act* and the PSR.
- 18.2 Any term or condition that is in conflict with the *Police Act* or the PSR is void and of no effect, but the remaining provisions of this Agreement shall remain in full force and effect.
- 18.3 The parties agree that any amendments, changes or alterations to this Agreement shall only be made with the mutual consent of the parties and shall be made in writing.
- 18.4 The parties agree that this Agreement shall be governed by the laws of the Province of Alberta.
- 18.5 If either party fails to comply with the terms of this Agreement the other party may waive that failure by a written and signed statement that shall refer to the specific failure to comply and such a waiver shall not have the effect of waiving any subsequent failures to comply.
- 18.6 Any notice required to be given under the terms of this Agreement shall be deemed to have been given if personally delivered to the party to whom it is intended or if sent by fax addressed as follows:

- (a) if to the Commission:

Edmonton Police Commission  
Scotia Place – Tower II  
10060 Jasper Avenue  
Edmonton, AB T5J 3R8  
Fax (780) 414-7511  
Attention: Chairperson

- (b) if to McFee:

Police Headquarters  
9620 – 103A Avenue  
Edmonton, Alberta  
T5H 0H7  
Fax: (780) 421-2211;

or such other address as either of the parties may, from time to time, direct in writing.

- 18.7 Any notice given under paragraph 18.6 shall be deemed to have been received on the date it was personally delivered on or the day after the date on which it was sent by fax.
- 18.8 McFee and the Commission will execute and deliver or cause to be executed and delivered such other documents, and will do or cause to be done such other acts, as may be reasonably required for the purpose of giving effect to this Agreement.
- 18.9 This Agreement is binding on McFee and his successors and heirs, and on the Commission and its successors.
- 18.10 This Agreement constitutes and expresses the whole agreement of the parties hereto with reference to the employment of McFee by the Commission and with reference to any of the matters or things herein provided for, or hereinbefore discussed or mentioned with reference to such employment, and all promises, representations and understandings relative thereto are merged herein. For greater certainty, upon the execution of this Agreement, all contracts of employment of McFee with the Commission and the Service, oral or in writing, are discontinued, terminated and abandoned and are of no further force or effect.
- 18.11 McFee acknowledges that he has signed this Agreement after satisfying himself of the facts by his own knowledge and investigation and after taking as much time and independent advice as thought necessary after time to consider matters.

THIS AGREEMENT has been signed by Dale McFee and witnessed this 28<sup>th</sup> day of July, 2021.

DALE MCFEE

Witness

Justin H. Krikler  
Barrister and Solicitor

THIS AGREEMENT has been signed on behalf of the Edmonton Police Commission this 30 day of July, 2021.

EDMONTON POLICE COMMISSION

MICKI RUTH, CHAIR

Witness

Matt Barker

## **AMENDMENT #1**

BETWEEN:

**EDMONTON POLICE COMMISSION**  
**(the "Commission")**

- and -

**DALE MCFEE**  
**("McFee")**

**WHEREAS** the Commission and McFee entered into an Agreement made effective June 17, 2021 (the "Agreement");

**AND WHEREAS** the Commission and McFee intend to amend section 4.2 of the Agreement;

**THIS AGREEMENT WITNESSES** that the parties agree as follows:

**1. Clause 4.2**

- 1.1 Clause 4.2 of the Agreement shall be amended by changing who may be temporarily assigned the duties of Chief during McFee's absence as follows:

McFee acknowledges that as the Chief, he is employed in a senior management position with hours of work that will vary based on the needs of the Service and that he is required to be on call twenty four hours a day, seven days a week, except when he is on vacation, or is otherwise absent from Edmonton with the approval of the Commission, and McFee has arranged for the duties of Chief to be temporarily assigned to another employee of the Service during the period of McFee's absence. McFee agrees he is not entitled to and will not be compensated for any additional hours of work that may from time to time be required and the amount of his annual salary takes into account such additional hours of work.

**2. No Change to Remaining Terms and Conditions**

- 2.1 The parties agree that this Amendment #1 forms part of the Agreement and that all other terms and conditions of the Agreement remain in full force and effect.

**3. Effective Date**

3.1 This Amendment #1 is effective on the date that it is signed by both parties.

**THIS AMENDMENT #1** has been signed by Dale McFee and witnessed this 24<sup>th</sup> day of September, 2021.

Witness

**DALE MCFEE**

**THIS AMENDMENT #1** has been signed on behalf of the Edmonton Police Commission and witnessed this 27 day of Sept, 2021.

Witness

**MICKI RUTH, Chair  
Edmonton Police Commission**