

2018-2020 COLLECTIVE AGREEMENT
BETWEEN
THE CITY OF CAMROSE
AND
THE CAMROSE POLICE ASSOCIATION

AGREEMENT BETWEEN:

THE CITY OF CAMROSE

- And -

THE CAMROSE POLICE ASSOCIATION

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AGREEMENT

AGREEMENT

THIS AGREEMENT made in duplicate this 18th day of April, A.D. 2018.

BETWEEN:

THE CITY OF CAMROSE
(Hereinafter called "the City")

PARTY OF THE FIRST PART

- AND -

THE CAMROSE POLICE ASSOCIATION
(Hereinafter called "the Association")

PARTY OF THE SECOND PART

PREAMBLE

Whereas the parties hereto are desirous of entering into an Agreement setting forth the wages and working conditions of the Members of the Camrose Police Service in relation to the City of Camrose, with a view to furthering and maintaining a harmonious relationship between the City and the Members of the Association.

There shall be no discrimination against any member of the Association because of their membership or participation in Association activities.

NOW THIS INDENTURE WITNESSETH:

ARTICLE 1 - SCOPE

- A. This Agreement shall cover all sworn members of the Camrose Police Service below the rank of Inspector. The term member or members whenever used in this Agreement shall mean members of the Camrose Police Association.
- B. For the life of this Agreement, the Camrose Police Association shall be the bargaining agent for the police service for the City of Camrose, and the police work of the City shall not be contracted out to any other police service or agency. This clause, however, shall not be interpreted to prevent the City or the present police service from requesting and accepting assistance from other police services or agencies when the normal complement of the service requires reinforcement during an emergency.

ARTICLE 2 - DURATION

- A. This Agreement shall remain in force and effect from January 1, 2018 up to and including December 31, 2020 and shall be renewed from year to year thereafter unless either of the parties to this Agreement is given notice, in writing by the other party of any changes desired, not less than thirty (30) days, or more than ninety (90) days prior to the expiry date of this Agreement or of any subsequent year of the same.
- B. The terms of this Agreement shall continue in force and effect following the expiry date hereof until a new Agreement is established between the parties.

ARTICLE 3 - POLICIES AND PROCEDURES

- A. The policies and procedures of the Camrose Police Service, as adopted by the Camrose Police Commission, and drafted by the Chief of Police in accordance with Section 31 (1) (b) of the Police Act, RSA 2000, Ch. P-17 and amendments thereto, are hereby adopted as the policies and procedures of the Camrose Police Service.
- B. Where there is any conflict between the policies and procedures of the City Police Service and the provisions of this Agreement, then the provisions of this Agreement will prevail.

ARTICLE 4 - LEAVE OF ABSENCE

- A. Leave of Absence without pay shall be granted at the discretion of the Chief of Police.
- B. A request for a Leave of Absence with pay will be granted whenever practicable to not more than two (2) members for the purpose of attending any meeting or performing any duties of the Alberta Federation of Police Association or the Canadian Police Association. The maximum combined Leave of Absence for such purposes shall not exceed ninety-six (96) hours in the aggregate of any one calendar year.
- C. A member appointed as negotiator, or as a member of the Grievance Committee for the Association shall be granted Leave of Absence as required with pay for the purpose of performing any duties of either office.
- D. The member appointed under Clause B. and C. of this Section shall not have his scheduled days off altered in order to perform the duties provided for in Clauses B. and C. of this Section unless mutually agreed upon by the Chief of Police and the member.

ARTICLE 5 - HOURS OF WORK

- A. The regular hours of work for members working general patrol duties shall consist of three (3) - twelve (12) hour days and one (1) - ten (10) hour day worked in the following manner:
- i) Three (3) - twelve (12) hour shifts plus one (1) - ten (10) hour shift including forty-five (45) minutes for lunch.
 - ii) Any member working the above hours shall be referred to as General Patrol for the scope of this Agreement.
- B. For members of other than general patrol, the regular hours of work shall consist of forty (40) hours per week worked in the following manner:
- i) Eight (8) hours per day, including thirty (30) minutes for lunch, five (5) days per week or
 - ii) Ten (10) hours per day, including forty (40) minutes for lunch, four (4) days per week, subject to the needs of the Police Service and the Chief of Police approval.
 - iii) Changes to the regular hours of work, eight (8) or ten (10) hour shifts, shall be mutually agreed upon by the Chief of Police and the Association.
- C. Consistent with the spirit of this Agreement, as far as practicable:
- i) The regular hours shall be consecutive.
 - ii) Days off shall consist of two (2) consecutive calendar days.
- D. Subject to the need of the Police Service, and at the discretion of the Chief of Police, the scheduling of the twelve (12) hour/ten (10) hour shifts may be modified to allow alternative shift schedules to be implemented. Any changes in the twelve (12) hour/ten (10) hour shifts will be mutually agreed upon by the Chief of Police and the Association.
- E. In the event that a member does not receive eight (8) hours off duty between shifts, unless otherwise agreed by members trading shifts, all hours worked during the eight (8) hour off duty period, will be paid at overtime rates.
- F. All members shall receive personal notice of a scheduled shift change a minimum of twenty-four (24) hours prior to the commencement of that shift.

ARTICLE 6 – OVERTIME AND COURT TIME

DEFINITIONS

REGULAR SALARY

The term "Regular Salary" when used in this Agreement shall mean the annual salary paid to a member for regular hours worked, the amount of which is agreed to in Article 18, Remuneration. Any Remuneration for Overtime and/or Court Time on off duty hours, shall be at the rate prescribed in this Agreement and shall be in addition to the members' regular annual salary.

COURT TIME

"Court" shall mean any Federal, Provincial, Municipal or Civic Tribunal acting in the judicial or quasi-judicial capacity and shall include Police Service or Police Commission inquiries or hearings and Court Time shall mean any attendance at any court as a witness arising out of a member's police duties, whether called upon to give evidence or not.

COURT APPEARANCE

For the purposes of this Agreement, appearance in court by a Police Officer in both the forenoon and the afternoon of one day, whether it be the same case or not, shall be considered as two (2) separate appearances except when the same case continues past 12:00 noon without a break.

- A. A member may be called out, or his normal period of duty extended, at the direction of the Chief of Police on any particular day for a specific period, and nothing in this Agreement shall affect the obligation of any member to carry out all lawful orders or to attend to at any time any matter to which it is his duty as a member of the service to attend.
- B. If, because of sickness or any other personal cause, a member reports being unable to attend duties during all or part of his scheduled shift, the Chief of Police may request any other member, when off duty, to report for duty at a time earlier than he is normally scheduled to report for duty. Such earlier reporting shall not constitute overtime, provided that the member so required to report for duty does not exceed the standard work period as a result of such earlier reporting.
- C. Overtime worked immediately following the members shift shall be paid for at the rate of two (2) times the hourly rate of pay.

- D. Overtime shall be paid each member on being called out when off duty on regular working days. Overtime shall be paid at a rate of two (2) times the regular rate of pay. A member shall be paid for not less than three (3) hours for each time he is called to work when off duty.
- E. Overtime shall be paid each member on being called out on his days off. Overtime shall be paid at a rate of two (2) times the regular rate of pay. A member shall be paid for not less than three (3) hours for each time he is called to work on days off.
- F. Court time shall be paid to a member when he is called to appear in court when off duty. Court time shall be paid at the rate of two (2) times the hourly rate of pay. For each court appearance held prior to 12:00 o'clock noon, a member shall be paid for a minimum of four (4) hours and for each court appearance after 12:00 o'clock noon shall be paid for a minimum of two (2) hours. However, if a member's previous shift, the majority portion of which falls after 11:00 P.M., he shall be paid for a minimum of four (4) hours pay. No court time shall be paid for the portion of time in court which may coincide with the members scheduled duty time.
- G. When a member is called to appear in court when off duty, in both the morning and the afternoon of the same date, he shall be paid eight (8) hours overtime at a rate of two (2) times his regular hourly rate.
- H. When a member is called out to work or required to appear in court and is on vacation, he shall be paid for eight (8) hours at a rate of two (2) times his hourly rate of pay. As well, he shall be paid all reasonable costs of lodging, mileage paid as per City Policy, or airfare if more economical and meals actually incurred in travelling to and from Camrose or any other location except outside Canada to attend court. As well, he shall receive an extra day off at the end of his vacation for each day required in court or at work while on vacation at a time mutually agreed between the Chief of Police and the member.
- I.
- i) If a member so wishes, any overtime, statutory holiday pay, court time, etc. may be accumulated and shall be paid to the member on the next scheduled pay run following a request for payment, provided such request is made at least five (5) days in advance. Notwithstanding the above, all accumulated overtime, statutory holiday pay, court time, etc., shall be paid the last pay period in December of each year. For the purposes of this clause, double time earned is double time off.
 - ii) A member who earns court time, overtime, regular work on statutory holidays or during periods of vacation, shall be paid at the appropriate rate of pay, except that a member may elect that such hours may be accumulated in accordance with the following:

- (a) A member may elect to accumulate specific hours up to a maximum balance of ninety-two (92) hours. Time off using accumulated hours may be granted to an annual maximum of ninety-two (92) hours. Any hours not taken will be paid out in the last pay period of the year.
 - (b) A member having accumulated hours, may, upon application by said member, draw any portion of such hours in time off, provided that such time does not conflict or interfere with the efficient operation of the Service. Such time off shall only be approved by the Chief of Police or his designate.
 - (c) Upon termination of employment with the Service, members shall be paid for accumulated hours, at the regular rate of pay of the member at the time such hours were accumulated.
- J. When a member is absent from duty for the purpose of taking time off as provided in Article 4, or as a result of illness or injury for three (3) days or less, the number of hours or days shall not be calculated in a manner which will deprive the member of his regular weekly leave during the week(s) of his absence.
- K. Court time shall be paid to a member when he is called to appear in court as a witness on days off. Court time shall be paid at the rate of two (2) times the hourly rate of pay. A member shall be paid for not less than four (4) hours for each court appearance when on days off.
- L. Any member who is required to appear in court must be given personal notice of the court appearance being cancelled prior to the end of his last regular shift of work or forty-eight (48) hours prior to scheduled court time.
- M. Where a member is required to appear as a witness in court at a location other than Camrose, his travelling time, if in excess of the minimum court time claimed as agreed upon in this Agreement, shall be paid at two (2) times his hourly rate of pay. As well, should a member be required to use his private vehicle for such purposes, he shall be paid mileage as per City policy.

ARTICLE 7 – PROBATION

- A. A new member taken on Force shall be classed as Probationary in whatever rank he is first appointed to for a period of eighteen (18) months. Any member below the rank of First Class Constable shall be eligible for promotion to the next higher rank, on the recommendation of the Chief of Police, after serving in that rank for twelve (12) months.

ARTICLE 8 – PROMOTIONS/LAYOFF

- A.
- i) Any member who leaves the Camrose Police Service voluntarily, shall not be reappointed to the Camrose Police Service in any higher rank than that at which he left, and such members service related benefits and entitlements shall start anew in the case of his re-joining the Service.
 - ii) Members with previous accredited municipal, provincial or national Police Service may at the discretion of the Chief of Police be advanced within the Constable ranks up to and including the rank of first (1st) class constable and receive the applicable rate of pay and benefits. Such member's service related benefits and entitlements shall start anew.
 - iii) Members must have five (5) completed years of continuous service with the Camrose Police Service to apply for promotion to Sergeant or Staff Sergeant.
- B. Members who have completed their probationary period can only have their employment terminated for cause. In the event that the Camrose Police Service initiates a general departmental lay-off, notice shall be given as follows:

Members with less than two (2) years' service - two (2) months.
Members with two (2) years or more service - four (4) months.

The member shall work the term of notice as above or receive the equivalent in pay in lieu thereof unless otherwise mutually agreed. In the event of a general or departmental lay-off, the last member engaged shall be the first laid off. No new members shall be hired until those laid off have been given the opportunity of recall. The terms of recall shall not apply if the member is laid off for a period in excess of twenty four (24) consecutive months.

- C. Any member who is dismissed shall receive notice that he has the right to have a representative from the Association present when the reasons for his dismissal are given.

ARTICLE 9 – SENIORITY

- A. Seniority is the total length of continuous employment with the Employer, commencing with the date the Member is sworn into the City of Camrose Police Service.
- B. Seniority is used as:
- i) the consideration for the right or preference for vacation leaves within a functional unit

- ii) consideration for promotion within the Service unit; lay-off, recall, demotion because of lay-off, and transfer
- C. Seniority will continue to accrue during:
 - i) compassionate leave
 - ii) jury duty or court services
 - iii) vacation leave
 - iv) approved leaves of absence under sixty (60) calendar days
 - v) approved sick leave or approved leave without pay in absence of short-term disability in the event a member is in the waiting period for a long-term disability claim.
 - vi) Workers' Compensation absences under one (1) year
 - vii) Maternity/Paternity Leave
- D. Seniority will not accrue but will be interrupted without loss of accrued seniority during periods of:
 - i) layoff under two (2) years duration
 - ii) Worker's Compensation in excess of one (1) year but not over two (2) years
 - iii) non-paid sick time
 - iv) Long Term Disability of two (2) years duration or less
- E. Seniority will accrue during temporary transfer or promotion outside the Service.
- F. Seniority shall be lost by reason of:
 - i) termination of employment by the member or employers
 - ii) discharge for just cause
 - iii) if the member fails to report for work after lay-off within seven (7) working days of recall after being notified by registered mail.
 - iv) if the member fails to report to work without permission to be absent for a period exceeding three (3) working days.
 - v) on the expiration of two (2) years following a lay-off during which time the member has not been recalled.
 - vi) in cases where the long term disability exceeds two (2) years
 - vii) on retirement

ARTICLE 10 –VACATIONS & STATUTORY HOLIDAYS

- A. Vacations are to be taken at a time approved by the Chief of Police, or his designate, but the vacation schedule shall be mutually agreed upon by the Chief of Police and the Association. Once vacations have been approved, they shall not be changed without mutual consent.
- B. Members will receive annual vacation with pay in accordance with years of continuous employment. Vacation time is earned on a monthly basis and accrued on the last

payroll of the month. The following chart indicates the applicable hours earned per month depending on years of service:

0 - 6 years	10.000 hrs/month X 12 months =	120.00 hrs/yr
7 - 13 years	13.334 hrs/month X 12 months =	160.00 hrs/yr
14 - 20 years	16.669 hrs/month X 12 months =	200.00 hrs/yr
21 years +	20.000 hrs/month X 12 months =	240.00 hrs/yr

C. Statutory Holidays are defined as follows:

New Year's Day	Family Day
Good Friday	Easter Sunday
Victoria Day	Canada Day
Labour Day	Thanksgiving Day
Remembrance Day	Christmas Day
Boxing Day	

and any day declared a Civic Holiday by Federal, Provincial or Municipal officials. If a Statutory Holiday is unproclaimed as a Holiday it shall be deleted from this definition.

D. Members working General Patrol as defined in Article 5 A. shall be paid eleven and one half (11 1/2) hours pay whenever a Statutory Holiday occurs in a pay period and that day is a regular day off.

Members working other than General Patrol as defined in Article 5 B. shall be paid eight (8) hours pay (when designated to work eight (8) hour shifts) or ten (10) hours pay (when designated to work ten (10) hour shifts) whenever a Statutory Holiday occurs in a pay period and that day is a regular day off.

E. A member shall be paid two (2) times his hourly rate in addition to his regular salary for all hours worked on a Statutory Holiday.

i) Members working General Patrol shall receive not less than six (6) hours pay, at double time, for work on a Statutory Holiday.

ii) Members working other than General Patrol shall receive not less than four (4) hours pay, at double time, for work on a Statutory Holiday.

F. When a Statutory Holiday falls on a members' day off, and he is called to work, he shall be paid at the overtime rate for working on regular days off in addition to pay as set out in D. of this Section.

G. When a Statutory Holiday falls on a members' scheduled work day they shall receive at least fourteen (14) days' notice if no work is to be performed on that day.

- H. Any member becoming ill for a minimum of three (3) days while on vacation leave may upon producing a doctor's certificate of such illness receive additional holiday leave for each day of illness, and such hours will be deducted from the members' sick leave bank. Additional vacation leave will be at a time mutually agreed between the Chief of Police and the member.
- I. Regular days off immediately prior to and after scheduled annual vacation leave shall be considered as annual vacation leave when a member is called in to attend Provincial Court.

ARTICLE 11 - GRIEVANCE PROCEDURES

- A. Any member of the Association or the accredited representative of the Association having a grievance arising out of the interpretation, application, operation or alleged violation of this Agreement shall take the matter up with the Association within ten (10) calendar days from the time that the grievance should reasonably have come to the attention of the aggrieved party.
- B. If, after investigation, the Association considers the grievance to be a just one, it shall have the right to be heard by the Chief of Police. An application for a hearing shall be delivered to the Chief of Police within fifteen (15) calendar days of the time the grievance was brought to the Association's attention. The written application shall include an outline of the grievance and the remedy desired.
- C. The hearing shall be given within ten (10) calendar days of the date the application is received. The Chief of Police shall, within ten (10) calendar days following the end of such hearing, give his decision, in writing, to the Association.
- D. The Association shall have the right to appeal the decision of the Chief of Police to the Police Commission and shall concurrently file a written statement of the appeal as well as a copy of the decision and reason of the Chief of Police with the Personnel Department. Such appeal shall be filed within five (5) calendar days following the receipt of the decision of the Chief of Police. The Association shall forthwith advise the Chief of Police of its decision to appeal to the Police Commission.
- E. The appeal shall be heard by the Police Commission within ten (10) calendar days of the receipt of the application, and the Police Commission shall render its decision within twenty (20) calendar days following the conclusion of the hearing.
- F. In the event that the parties are unable to resolve the difference at the stage outlined in E., the Association shall have the right to refer the grievance to an Arbitration Board, provided that the grievance has been properly processed in accordance with this grievance procedure. If the Association chooses to refer the grievance to an Arbitration Board, the grievance shall be referred to the Arbitration Board within twenty (20) calendar days following the receipt of the decision of the Police Commission.

- G. If the Association submits the grievance to Arbitration, it shall do so by a notice in writing, to the Police Commission, naming an appointee to the Arbitration Board.
- H. The Police Commission shall, within seven (7) calendar days of receipt of such notice, inform the Association of the name of its appointee to the Arbitration Board. The two appointees shall, within five (5) calendar days of the Police Commission naming its appointee, appoint a third person who shall be Chairman of the Arbitration Board.
- I. If either member of the Arbitration Board is unable or unwilling to act, a new member shall be appointed by the applicable party within seven (7) calendar days of receipt of notice of inability or unwillingness to act. If the Chairman is unable or unwilling to act, the appointees, shall within five (5) calendar days of receiving notice of the Chairman's decision not to act, appoint a new Chairman.
- J. If the City fails to appoint an Arbitrator in the time limited, if the two (2) appointees fail to agree upon a Chairman within the time limited , or if a party fails to appoint an alternative member, the appointment shall be made by the Minister of Labour upon the request of either party.
- K. The Arbitration Board shall hear and determine the grievance and shall issue an award in writing. The decision of the majority is the award of the Arbitration Board but, if there is no majority, the decision of the Chairman shall be the award of the Arbitration Board. The decision of the Arbitration Board is final and binding upon the parties and any person affected by it, and such parties or persons affected shall do or abstain from doing anything as required by the Arbitration Board.
- L. The Grievance Arbitration Board by its decision, shall not alter, amend or change the terms of the Collective Agreement.
- M. Each party appointing an Arbitrator shall bear the expense of its representative appointee and shall bear one-half (1/2) of the expense of the Chairman of the Arbitration Board.

ARTICLE 12 - PLAINCLOTHES ALLOWANCE

- A. Any member employed in full-time plainclothes duty shall receive an annual clothing allowance of one thousand and two hundred (\$1,200.00) dollars payable in two (2) equal instalments each year on or before January 31 and on or before July 31.
- B. Members working part-time in plainclothes for a period of ten (10) days in any four (4) week period shall receive four dollars and sixty cents (\$4.60) per day for such plainclothes work.

ARTICLE 13 - CLEANING ALLOWANCE

- A. All members shall receive cleaning and alteration expenses to a maximum of one hundred and seventy five (\$175.00) dollars per calendar year. All members shall be required to utilize the cleaning establishment with which the Camrose Police Service has an account.
- B. All full time plainclothes members shall receive cleaning and alteration expenses to a maximum of three hundred (\$300.00) dollars per calendar year.

ARTICLE 14 – AFFILIATIONS

The Camrose Police Service shall not affiliate with any political body.

ARTICLE 15 - POLICE ASSOCIATION

Members of the Camrose Police Service coming under the provisions of this Agreement may form themselves into an Association for mutual benefit. All members of the Camrose Police Service eligible for membership in the Camrose Police Association shall pay dues and assessments, as approved from time to time by the Association. The City of Camrose is authorized to deduct the dues and assessments through payroll deductions and submit payment to the Camrose Police Association.

ARTICLE 16 - SYMPATHY STRIKE

Under no circumstances shall members of the Camrose City Police Service participate in any sympathy strikes.

ARTICLE 17 - STAND-BY PAY

Should a member of the police service be required to remain on stand-by, he will be paid on the basis of one (1) hour for every eight (8) hours on stand-by.

ARTICLE 18 - LEGAL AID

- A. All reasonable expenses and costs with respect to a fatality inquiry, any criminal or civil action taken against or in respect of a member of the Association, arising out of such member's actions, while engaged in his duties as a Police Officer, will be paid by the Commission, provided such actions do not constitute a gross disregard or gross neglect of his duties as a Police Officer.
- B. The City will indemnify and save harmless any member from any action, claim cause or demand whatsoever that may be made, or arise out of the member carrying out the duties of a Police Officer, except where the actions of the member constitutes a gross disregard or gross neglect of his duty as a Police Officer.

- C. Members shall not be assessed cost of damage to Department property, equipment or vehicles.

ARTICLE 19 – REMUNERATION

- A. The salary of a First Class Constable shall be effective as follows:

January 1, 2018:	Ninety-seven thousand two hundred ten dollars (\$98,425.00) Per Annum
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- B. The salaries of all other ranks shall be established on the basis of the percentage differential rates as set out in Schedule "A" (attached), based on the salary of the First Class Constable.
- C. Those members working a shift, the major portion of which falls between the hours of 4:00 P.M. and 8:00 A.M., shall receive a shift differential of one dollar (\$1.00) per hour for each hour worked during that shift.
- D. When a Sergeant assigned to general patrol is away from work for two (2) or more scheduled consecutive shifts, the Chief or his designate shall, unless mutually agreed by the Association, appoint a Temporary Acting Sergeant to that position to fulfill those duties. The member shall receive the Sergeant rate of pay for the full time that he is appointed Temporary Acting Sergeant.
- E. Any member assigned to perform plainclothes duty shall be paid at the rate equivalent with the member's years of service and/or rank within the service.
- F. Senior Constable Level I shall mean a Constable who has completed eight years of Seniority with the Camrose Police Service or a Constable who has completed a minimum of four years of service as a 1st Class Constable with the Camrose Police Service, whichever occurs first. The member must undergo an appraisal process and be approved by the Chief of Police.
- G. Senior Constable Level II shall mean a Constable who has completed four years as a Senior Constable Level I with the Camrose Police Service. The member must undergo an appraisal process and be approved by the Chief of Police.
- H. Any member appointed to the position of Police Training Officer, for the training and evaluation of Police recruits, shall receive two (\$2.00) dollars per hour premium for hours worked in that function.

ARTICLE 20 - SUPPLEMENTATION OF COMPENSATION (DEATH AND DISABILITY BENEFITS)

A. DEFINITIONS

- i) **Child** - means any natural child, whether born before or after the member's death, or legally adopted child of a member.
- ii) **Dependent Child** - means an unmarried child who, at the time the member died, was being supported by the member, and:
 - (a) is less than eighteen (18) years of age;
 - (b) is eighteen (18) years or older, and not more than twenty-one (21) years of age, and is in attendance full time at an accredited school or university, having been in such attendance substantially without interruption since he reached eighteen (18) years of age, or
 - (c) is eighteen (18) years of age and not more than twenty-one (21) years of age and is disabled having been supported due to such disability without interruption since he reached eighteen (18) years of age.
- iii) **Disabled** - shall mean suffering from a severe and prolonged mental or physical disability and for these purposes:
 - (a) a disability is severe only if by reasons thereof a member is incapable of pursuing any substantially gainful occupation, and
 - (b) a disability is prolonged only if it is determined that such disability is likely to be long, continued and of indefinite duration or is likely to result in death.
- iv) **Full Pay** - means the bi-weekly basic salary including service pay that the member was entitled to receive at the time he was disabled or killed and would include any economic or salary changes negotiated from time to time in accordance with the Collective Agreement, and deducting therefrom all normal deductions, provided however that the full pay will never be less than which the member was receiving at the time the member was disabled or killed.
- v) **Widow** - means a woman who has survived a member to whom she was lawfully married and who was being wholly or partially supported by her husband at the time of his death and where there is no lawful wife at the time of death of the member, includes a common-law spouse.
- vi) **Widower** - means a man who has survived a member to whom he was lawfully married and who was being wholly or partially supported by her at the time of her death and where there is no lawful husband at the time of death of the member, includes a common-law spouse.

vii) **Common-Law Spouse** - includes any man or woman who, although not legally married to a member, lives and cohabits with a member as the spouse of that member and has maintained such relationship for a continuous period of five (5) years or more; or has maintained such relationship for a continuous period of two (2) years or more and has borne the child or children of such member; and is generally known as the member's spouse in the community in which they lived at the time of death of the member.

B. Where a member is disabled or killed in the course and scope of his employment with the Camrose Police Service as a direct result of the performance of the member's sworn duties as a peace officer, on duty or off duty, which include:

- i) the preservation of life or property, or
- ii) the pursuit or apprehension of an offender or suspected offender, or
- iii) enforcement of the law or the maintenance of the peace, or
- iv) the detection of a crime, or
- v) while engaged in assigned police training or other courses of training approved or authorized by the Chief of Police or the Police Commission.

The City shall pay to the member, if disabled, or the member's spouse, dependent children, if killed, the member's full pay under the terms of this Agreement, provided that the member's death or disability was not self-inflicted.

C. In the event that a member is killed leaving a widow surviving him under the circumstances set out in Article 19 B., the City shall pay to the widow bi-weekly, the full pay that the member would receive had he not been killed, and such sum until such time as the widow remarries, dies, or the date the member would have reached thirty (30) years of service or sixty (60) years of age whichever would have been achieved first.

D. In the event that a member is killed leaving no widow but leaving a dependent child or children surviving him, the City shall pay to each child equal shares of the full pay. A sum payable by the City pursuant to this Article shall be paid as long as any child of the member remains a dependent child as defined in 19 A. ii).

E. In the event the widow dies subsequent to a member having been killed without having remarried, the provisions shall apply to any dependent child surviving the member and his widow.

- F. In determining the amount to be paid to a widow or dependent child, any benefits payable under any Worker's Compensation, Canada Pension, etc. except for funeral expenses, shall be paid to the City, by the widow or dependent child.
- G. Any sums of money payable by the City to any dependent child under the age of eighteen (18) years may properly be paid by the City to the legal guardian of such child whose receipt shall be sufficient discharge to the City.
- H. On the date that a member would have retired from his employ of the City, had he not been killed, the widow shall receive each month an amount equal to the monthly pension the member would have received had he not been killed.
- I. Where a disabled member partially recovers and the City finds alternative employment for the member within the City or any of its associated Boards, the full pay which the member is entitled to receive shall be reduced by the monthly salary received through such employment.

A member may earn from employment, other than from employment with the City, up to twenty (20%) percent of his full pay without any reduction of his full pay.

- J. Affidavits, in a form prescribed, containing such information as the City requires, shall be filed annually, on a date specified by the City by the following persons:
 - i) Widows/Widowers
 - ii) Guardians of dependent children under the age of eighteen (18) years
 - iii) Dependent children over the age of eighteen (18) years
 - iv) Disabled members.
- K. A member shall be covered by the scope of this Agreement if in the opinion of the Municipal Police Commission for the City of Camrose; the said member was acting in the lawful execution of his duties as a Peace Officer during his off duty period. This clause would also include any death or injury or property damage resulting from any action or retaliation in any form towards the member due to his employment as a Peace Officer.
- L. In the event a member sustains damage to or loss or personal property as specified below as a result of performing his duties as a Peace Officer on or off duty, he shall be reimbursed for such damage or loss, within thirty (30) days of making such claim, in accordance with the following:
 - i) watches to a maximum of one hundred fifty (\$150.00) dollars
 - ii) total cost of replacement or repair of eye glasses

- iii) total cost of replacement or repair of clothing.

ARTICLE 21 - PAID BEREAVEMENT LEAVE

- A. A member shall be entitled to compassionate leave with pay, for serious illness or for the purpose of attending the funeral and/or making funeral arrangements on the death of an immediate relative as follows:
 - i) Parent, Wife, Husband, Child, Common-Law Spouse, Brother or Sister, Sister-in-Law, Brother-in-Law, Mother-in-Law, Father-in-Law, Daughter-In-Law, Son-In-Law, Grandparent or Grandchild:
 - forty-six (46) hours for members working general patrol and forty (40) hours for members other than general patrol.
- B. Where the burial occurs outside the Province such leave shall also include reasonable travelling time not to exceed twenty-four (24) hours and outside Canada and the United States, thirty-six (36) hours.

ARTICLE 22 - TRAINING COURSES

- A. Members attending recruit training outside of the City of Camrose shall be provided with five hundred (\$500.00) dollars per month living allowance in addition to their regular pay. Any portion of a month shall be paid pro-rata.
- B. Members attending training courses (other than recruit) outside the City of Camrose shall receive expenses as follows:
 - i) Meals as per City of Camrose expense policy
 - ii) Where meals are provided by the training facility and a member is not entitled to those meal expenses as outlined in Article 21 B. i) they shall receive a per diem of ten (\$10.00) dollars per day.
- C. Members attending training courses on their regularly scheduled days off shall receive another day off in lieu thereof at a time mutually agreed to between the Chief of Police and the member.
- D. Members on training courses within a three hundred and twenty five (325) kilometre radius of the City shall be allowed to return home for weekends providing that in returning home it does not interfere with the training course. When more than one (1) member is attending the same course, mileage will be paid for one (1) vehicle only. Members required to utilize their private vehicle shall be paid mileage at the current City of Camrose approved rate.
- E. Members attending training courses requiring their absence from Camrose for any period of six (6) weeks or longer shall receive all reasonable expenses incurred in

returning home in accordance with the following: one (1) economy trip payable in advance with receipts to be produced.

F.

- i) Members of the Service attending required service training courses or programs on off-duty hours whether as an instructor, a student or otherwise, shall be paid the regular hourly rate for the period actually attended to a maximum of forty-five (45) hours per calendar year. Members may elect accumulated hours in accordance with Article 6 I. ii). (a) (b) and (c) to a maximum of forty-five (45) hours.

Such hours expended in attending training courses shall not be included as hours of work, nor shall such attendance be considered as "call-out". All training hours shall be paid out as earned.

- ii) Where training is attached to the beginning or end of a regular scheduled shift, such training shall not exceed two (2) hours in length unless mutually agreed otherwise.
- iii) If a member is required to travel to a required training course on the member's weekly leave day, the member shall be credited with accumulated time off at the regular hourly rate for the actual time spent travelling to the training to a maximum of twelve (12) hours.

ARTICLE 23 - MATERNITY AND PARENTAL LEAVE

A. Maternity Leave

- i) Maternity Leave shall be provided to eligible members as outlined in the Alberta Employment Standards Code.
- ii) The City shall pay ninety five percent (95%) of the employee's regular salary for the first two (2) week period. For the remaining portion of maternity leave, the City shall provide supplementary compensation for the employee, which combined with Employment Insurance benefits will equal ninety-five (95%) of the member's regular earnings (fifty five percent (55%) EI and forty percent (40%) City supplementary plan) for a fifteen week period. This supplementary compensation is contingent upon the member receiving Employment Insurance benefits, which the City may require proof of.
- iii) Benefits will continue during maternity leave with the employer and the member each contributing their portion. The member shall provide the City with post-dated cheques to cover the members' portion of benefit costs and to facilitate on-going benefits coverage.

B. Parental Leave

- i) Parental Leave shall be provided to eligible members as outlined in the Alberta Employment Standards Code.
- ii) Benefits will continue during parental leave with the employer and the employee each contributing their portion. The member shall provide the City with post-dated cheques to cover the members' portion of benefit costs and to facilitate on-going benefits coverage.

ARTICLE 24 - HEALTH AND MEDICAL BENEFITS

- A. Each member shall receive a two hundred forty (240) hour bank of sick leave upon commencement of employment. It is understood that should a member resign from the force prior to earning sufficient time to repay any time taken and not earned, the cost shall be deducted from his final cheque. In the event there are insufficient funds available from the member's final cheque, the Association shall pay fifty percent (50%) of the unearned sick leave the City is unable to collect.

B. Sick Leave Provisions

i) Sick Leave Defined

Sick leave means the period of time an employee is absent from work with full pay by virtue of being sick or disabled, exposed to a contagious disease, or under examination or treatment of a physician, chiropractor or dentist, or because of an accident for which compensation is not payable under the Worker's Compensation Act.

ii) Annual Paid Sick Leave

Each member of the City of Camrose shall be eligible for eight (8) hours sick benefit credit for each completed calendar month of employment.

Members may take up to a maximum of 5 days annually, from their accumulated sick leave credits for the use of Personal and Family Responsibility Leave. Personal and Family Responsibility leave will be considered necessary for the health of the employee or for the employee to meet his or her family responsibilities in relation a family member. Definition, eligibility and administration of Personal and Family Responsibility Leave will be in accordance with Alberta Employment Standards Code.

iii) Accumulation of Sick Leave

The unused portion of an employee's sick leave shall accrue to a maximum of one

thousand two hundred (1200) hours. For the purposes of Article 23 B. vii), accumulative sick leave shall not exceed nine hundred sixty (960) hours.

iv) **Deductions from Sick Leave**

An employee who, because of sickness, is unable to continue at his employment, and completes only a portion of his normal duty period or shift in any one (1) day, shall be reported as sick for the uncompleted portion of that duty period or shift. For the purpose of calculating sick credit deductions, the total number of hour's off-duty for sick purposes shall be converted into days by dividing that total by the number of hours normally constituting a day's work period or shift.

v) **Proof of Illness**

In all cases of sickness or non-occupational accident, the employer may, at his discretion, require a medical certificate from the employee, before authorizing any sick payments.

vi) **Sick Leave during Leave of Absence and Lay-Off**

When an employee is laid off on account of lack of work, he shall not receive sick leave credits for the period of such absence, but shall retain his cumulative credits, if any, existing at the time of such lay-off.

vii) **Payment for Unused Sick Leave**

- (a) In the case of severance of employment with the City resulting from death or total disability of the employee, full payment of all accumulated sick credits of that employee shall be paid by the City to the employee or his estate as the case may be.
- (b) All employees appointed to permanent shall be subject to the following provisions and regulations:
 - 1. Payment of accumulated sick credits shall be calculated on the equivalent hourly rate of pay of the employee during the last completed year of employment service with the City of Camrose.
 - 2. After one (1) year of continuous employment service, payment of accumulated sick credits will be made to any member, in the event of severance for any reason, at the rate of five percent (5%) of the accumulated sick credits at the time of severance for each full year of continuous service with the City of Camrose to a maximum of one hundred percent (100%) of the accumulated sick credits.
 - 3. For the purpose of establishing the term of employment of an employee, as it affects payment under Article 23 B. vii), years of employment shall

be calculated from the date of appointment as a permanent employee of the City, but in no case shall the accumulation of sick pay benefits exceed nine hundred sixty (960) hours.

C. Dental Plan

A dental plan shall be maintained and the cost of such plan is to be shared, with the employer paying seventy five percent (75%) of the premium and the member twenty five percent (25%).

D. Extended Health Coverage

The employer shall contribute seventy five percent (75%) and the member twenty five percent (25%) of the premium cost of the extended health group insurance plan, in accordance with City of Camrose Benefit's Policy.

E. Group Life

The employer shall contribute seventy five percent (75%) and the member twenty five percent (25%) of the premium cost of the Group Life Insurance Policy in accordance with the employer's Benefit's policy.

F. Workers' Compensation Pay Supplement

- i) A member prevented from performing his regular work with the Police Service on account of an occupational accident that is recognized by the Workers' Compensation Board as compensable within the meaning of the Workers' Compensation Act, shall receive from the Employer, for a maximum of twelve (12) months, the difference between the amount payable by the Workers' Compensation Board and his regular salary.

ii) Return to Work

The City of Camrose is committed to assisting in Return to Work for all workers who have been injured throughout the regular course of their employment, to their full capacities. In order to achieve our objectives of maintaining healthy meaningful job tasks; we have created a Return to Work program.

- (a) All Members of the Association shall comply with the responsibilities as set out in the Return to Work- WCB Specific Policy.

G. Compassionate Care Leave

- i) The City of Camrose provides unpaid job protected leave of up to eight (8) weeks for members who provide care and support to a family member who is

gravely ill and who has significant risk of death within twenty six (26) weeks. As a pre-requisite of leave, the employee must have completed at least fifty two (52) consecutive weeks of employment with the City of Camrose. While on Compassionate Care Leave, the employee is entitled to receive Employment Insurance.

- ii) Compassionate Care Leave will be governed as per Alberta Employment Standards Code.

ARTICLE 25 - SPECIAL FORCES PENSION PLAN

- A. The City of Camrose and the Association will participate in the Special Forces Pension Plan. The rate of contributions will be as established by the Terms of the Agreement of the Alberta Special Forces Pension Plan.

ARTICLE 26 - SAFETY COMMITTEE

- A. A Safety Committee shall be established to deal with the safety procedures and equipment.

IN WITNESS WHEREOF the Parties hereto have caused these presents to be executed:

THE CITY OF CAMROSE

THE CAMROSE POLICE ASSOCIATION



Mayor



President



Deputy City Manager



Secretary

Schedule "A"

2018 – 2020 Salaries

Position	%	1-Jan-18		1-Jan-19		1-Jan 20		31-Dec-20	
		1.25%		1.25%		1.25%		1.00%	
Staff Sergeant	1.32	\$4,996.96	\$129,921	\$5,059.41	\$131,545	\$5,122.67	\$133,189	\$5,173.89	\$134,521
Sergeant	1.20	\$4,542.69	\$118,110	\$4,599.46	\$119,586	\$4,656.97	\$121,081	\$4,703.54	\$122,292
Senior Constable II	1.09	\$4,126.28	\$107,283	\$4,177.84	\$108,624	\$4,230.08	\$109,982	\$4,272.38	\$111,082
Senior Constable I	1.05	\$3,974.86	\$103,346	\$4,024.53	\$104,638	\$4,074.85	\$105,946	\$4,115.60	\$107,006
1st Class Constable	1.00	\$3,785.58	\$98,425	\$3,832.88	\$99,655	\$3,880.81	\$100,901	\$3,919.62	\$101,910
2nd Class Constable (12 months)	0.90	\$3,407.02	\$88,583	\$3,449.60	\$89,690	\$3,492.73	\$90,811	\$3,527.65	\$91,719
3rd Class Constable (12 months)	0.80	\$3,028.46	\$78,740	\$3,066.31	\$79,724	\$3,104.65	\$80,721	\$3,135.69	\$81,528
4th Class Constable (12 months)	0.70	\$2,649.90	\$68,898	\$2,683.02	\$69,759	\$2,716.57	\$70,631	\$2,743.73	\$71,337
5th Class Constable (12 months)	0.65	\$2,460.63	\$63,976	\$2,491.38	\$64,776	\$2,522.53	\$65,586	\$2,547.75	\$66,242