



TABER POLICE
ASSOCIATION

EMPLOYMENT

&

BENEFIT

TERMS

2019-2021

TABER POLICE ASSOCIATION AGREEMENT

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TABER POLICE ASSOCIATION AGREEMENT

THIS AGREEMENT made and entered into this 16 day of May, 2019.

BETWEEN:

THE TOWN OF TABER
Hereinafter referred to as the "Employer"

OF THE FIRST PART

-AND-

THE TABER POLICE ASSOCIATION

Hereinafter referred to as the "Association"

OF THE SECOND PART

The EMPLOYER and the ASSOCIATION do enter into, establish and agree to the following wage schedules and working conditions of employment.

ARTICLE NO. 1- Term of Agreement

- 1.1 This Agreement will be in force and effect and will be binding upon the Employer and the Association from January 1, 2019 to December 31, 2021 and from any year to year thereafter unless either party to this Agreement gives notice in writing to the other party of any changes desired not less than 30 days and not more than 90 days prior to the expiry date December 31, 2021, or of any subsequent year. Notice of extension of this Agreement must be provided not less than 30 days and not more than 90 days prior to the expiry date of each year of the extension, or Members will be guaranteed one year of employment, or payment in lieu thereof. During negotiations, no notice of termination can be given.
- 1.2 All Members will continue to receive wages and benefits as outlined in this Agreement until a new agreement has been negotiated.
- 1.3 If this Agreement is terminated or not extended due to an outside agency taking over policing duties for the Employer, the Member shall be offered either full-time employment by the outside agency or continued full-time employment by the Employer prior to the expiry of this Agreement.
- 1.4 The Employer will attempt to the best of its ability to ensure that the outside agency offers employment to Members who are in good standing and that such Members be given recognition for the years of service with the Taber Police Service in determining pay and benefits.
- 1.5 If continued employment with the Employer be offered to a Member, it will be in a capacity at the discretion of the Employer taking into consideration the Member's abilities and limitations.

ARTICLE NO. 2 - Scope and Recognition

2.01 The scope of this Agreement shall include all police officers of the Taber Police Service who hold rank lower than that of Inspector. The Employer recognizes that the Taber Police Association shall be the sole bargaining agent for and on behalf of the Members covered under the scope of this Agreement, except as otherwise excluded by the Police Officer's Collective Bargaining Act and any other pertinent legislation. It is understood and agreed that the Employer will not give consideration to contracting out police duties, without discussions with and agreement of the Taber Police Association. This clause, however, will not be interpreted to prevent the Chief of Police, or the person fulfilling a supervisory capacity in his stead, from requesting and accepting assistance from other police services or agencies when the normal complement of the Taber Police Service requires reinforcement during emergencies, or when support agencies are required.

ARTICLE NO. 3 - Definitions and Interpretations

3.1 "Association" means the Members of the Taber Police Association.

3.2 "Call-Back" means the summoning of a Member back to work physically or requiring the Member to be on work related phone calls messages for 30 minutes or more during his or her off duty hours. Article 9.2 does not apply when Call-Back occurs one (1) hour prior to the Member's regular workday, for the purpose of carrying out police duties.

3.3 "Chief of Police" means the person appointed by the Commission with the duties as outlined in the Police Act of Alberta. The Chief of Police may delegate duties and authority as required.

3.4 "Commission" means the Taber Municipal Police Commission established by the By- Law of the Town of Taber and is referred to as "Commission" within this Agreement.

3.5 "Consultation" means the asking advice, consideration or opinion of, or to deliberate together.

3.6 "Continuous Employment" means the continuous period during which a Member is employed and shall include time that the Member may be off duty through illness, injury or suspension, but excludes voluntary leave of absence.

3.7 "Court" means any Federal, Provincial, Municipal, or Civil Tribunal, acting in the judicial or quasi-judicial capacity, and will include Police Service or Commission inquiries or hearings.

3.8 "Day", means a period of 24 hours.

3.9 "Employer" means the Town of Taber and their representatives.

3.10 "Grievance" means any action taken as a result of any difference concerning the interpretation, application, or alleged violation of this Agreement.

ARTICLE NO.3- Definitions and Interpretations (Continued)

- 3.11 "Immediate Relative" means parent, or guardian (where guardian refers to either a person that has passed away who was the Member's guardian for a period of at least six (6) consecutive months at some time during the Member's life, or where the Member was or is the guardian for a period of at least six (6) consecutive months), wife, husband, brother, sister, child, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law of an Association Member or spouse.
- 3.12 "Members" shall mean the members of the Taber Police Association, employed by the Town of Taber, covered under the scope of this Agreement.
- 3.13 "Overtime" means all work, subject to authorization, performed in excess of a Member's normal hours of work, and includes the one (1) hour prior to the Member's regular workday, and also if the Member is at the office after the completion of his regular workday and is called to service. Overtime pay will in all cases be in addition to regular pay.
- 3.14 "Police Service", means the Taber Police Service.
- 3.15 "Probationary Constable", will be defined as in the Police Service Regulations of the Police Act of Alberta.
- 3.16 "Week" means the period of time between Sunday and Saturday of each Calendar week.
- 3.17 Whenever the singular or masculine is used throughout this Agreement, it shall be considered as if plural or feminine has been used where the contexts of the party or parties hereto are required.

ARTICLE NO. 4- No Discrimination

- 4.01 The Employer will not at any time, nor in any manner whatsoever, discriminate against any member of the Taber Police Association because of his participation in Association duties.

ARTICLE NO.5- Members on Association Business

- 5.1 A total of up to (6) six days per year with pay will be awarded to any of the President, Vice-President or the Secretary of the Association to attend meetings of the Alberta Federation of Police Associations, provided at least (2) two weeks' notice is given, and when, in the opinion of the Chief of Police, it will not conflict with other duties of the Member. If this meeting falls on the Member's regular day off, he or she will not receive any additional pay.
- 5.2 Members, to a maximum of two, acting in the capacity of Association negotiators will be granted leave of absences as required with no loss of pay for the purpose of attending a scheduled meeting related to negotiations with the Employer. Members will be required to give one (1) weeks' notice to allow for re-scheduling.

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ARTICLE NO. 5-Members on Association Business (Continued)

- 5.3 Members who are required to replace Members negotiating in Article 5.2, will be re-scheduled and therefore will be entitled to receive their regular rate of pay for the hours worked.

ARTICLE NO. 6- Check Off of Association Dues

- 6.1 All persons eligible for membership in the Association will pay dues levied by the Association. Dues will be deducted by the Town of Taber and will be paid on a monthly basis to the Association. The Association will notify the Employer in writing of any changes to dues being levied.

ARTICLE NO.7- Working Hours

- 7.1 For the purposes of this Agreement, the regular workday will be a work shift of ten (10) consecutive hours. The Chief of Police will monitor the shift schedule, and if in his or her opinion, and with the consultation of the Association, the ten (10) hour shifts are undesirable for the operations, the Chief of Police may change the number of consecutive hours in a workday, upon giving three (3) months' notice.
- 7.2 A regular work week (set of workdays) shall be four (4) work shifts often (10) consecutive hours.
- 7.3 As the organization evolves there may be a need for administrative (e.g. Non- Patrol) functions and for these functions an (8) eight hour shift may be implemented by the Chief of Police after consultation with the members. In this case, the regular work week shall remain (40) forty hours.
- 7.4 The regular workday will include two 15-minute coffee breaks and a thirty (30) minute meal break. Members will be available to answer all calls to service within these coffee and meal break periods, and will not be entitled to leave their regular shift before its normal completion time.
- 7.5 The Chief of Police will make a reasonable effort to ensure that all Members will be entitled to forty-eight (48) hours off following each set of workdays.
- 7.6 The Chief of Police, at his or her discretion, may vary the workdays to suit operational/manpower requirements, however, forty-eight (48) hours' notice must be given to Members affected by a shift change or overtime provisions apply.
- 7.7 In keeping with the philosophy expressed in 7.6 above, Members who wish to vary their scheduled shifts through use of overtime, vacation, sick leave or similar allowances shall provide the Chief of Police with forty-eight (48) hours' notice unless justifiable circumstances are specified by the member and approved based on the discretion of the Chief of Police.

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- 7.8 All Members will be entitled to receive the minimum of ten (10) hours off-duty between the time they have completed one workday and the time they commence another workday. In the event that a Member is scheduled or rescheduled to work a shift, which does not allow for the minimum ten (10) hours off, the Member will receive overtime for such hours in accordance with the overtime provisions of this Agreement (e.g. if called to work after eight (8) hours off-duty, then paid for two (2) hours overtime).
- 7.9 Members shall be allowed to exchange shifts provided that:
- 7.9.1 the shift change is agreed between the two Members in writing and signed by both Members; and
 - 7.9.2 the shift change is approved by the Chief of Police, the Inspector or his or her designate; and
 - 7.9.3 there is no additional cost to the Employer due to overtime.
- 7.10 A shift schedule must be posted at least three months in advance.
- 7.11 All working hours will be recorded on a form approved by the Chief of Police.

ARTICLE NO.8- Overtime

- 8.1 All overtime shall be paid at the rate of two (2) times the regular rate of pay.
- 8.2 Any Member that works in excess of forty (40) hours per week or ten (10) hours per workday will be paid at overtime rates.
- 8.3 When a non-scheduled shift is being covered by a Member due to a shift change or illness, and where that shift change or illness occurs with the Member receiving less than forty-eight (48) hours' notice, the rate of pay will be two times (2 X) the regular rate of pay. The two times (2 X) regular rate of pay will not be paid to the Member in the instance where the shift changes occur under section 7.9 of this Agreement.
- 8.4 The overtime provisions do not apply to seminars, courses and other training related to a Member's occupation/service. At the discretion of the Chief of Police, for the purpose of seminars, courses and other training, a workday shall be eight (8) hours. Where the Employer has approved attendance at a course or seminar, the Member will be paid at the regular rate of pay for each eight (8) hours at the course, or be rescheduled. Members shall be paid at their regular rate of pay for hours traveled to and from courses.
- 8.5 Members that are required to attend meetings with the Employer shall be paid at the Member's regular rate of pay.
- 8.6 A Member may accumulate overtime to a maximum bank of 40 hours. This overtime bank may be replenished to a maximum of 40 hours as the bank becomes depleted. Members may use time banked to a maximum of one hundred and twenty (120) hours per year (January 1 to December 31 each year), subject to the approval of the Chief of Police.

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- 8.7 Training time or overtime may be paid or banked at the discretion of the Member.

ARTICLE NO. 9- Call-Back

- 9.1 In the event a Member of the Service is called back when off duty, they will be paid at two times (2 X) their regular rate of pay for hours worked in connection to the call-back.
- 9.2 Members shall be guaranteed three (3) hours in respect of any call-back.
- 9.3 During the three (3) hours of the callback for which a Member will be paid, he will provide whatever assistance is required, including completion of paperwork, to the Member being assisted.
- 9.4 If a second or subsequent call-back occurs during a period of payment for the preceding three (3) hours, no additional charges will be assessed by the Member.

ARTICLE NO. 10- Shift Differential

- 10.1 Any Member working between the hours of 17:00 hours and 07:00 hours any day of the week shall receive a shift differential of \$1.50 per hour.

ARTICLE NO. 11- Court Attendance

- 11.1 When a Member is required to and does attend court to carry out their duties as a Police Officer, during hours other than those of their regular shifts, they will be paid at two times (2 X) their regular rate of pay, for not less than four (4) hours thereafter, for each attendance in the forenoon (A.M.) deemed to conclude at 13:00 hours, or afternoon (P.M.). If a Member attends court in both the forenoon and the afternoon of the same day they will be paid six (6) hours at double time (2 X).
- 11.2 A Member, when scheduled to appear in Court on a regular day off, must be given at least twelve (12) hours prior notice of any court cancellation. Such notice will be carried out as follows: a telephone call or text message will be placed to the Member's place of residence or cellular telephone to advise them of the cancellation, with this call being recorded at the Police Station. If the Member does not respond to the telephone call or text message, the mere act of leaving a recorded message or text message will be sufficient to consider the Member notified of the cancellation. No notice is required when a Member is scheduled for Court on a regular scheduled day of work.
- 11.3 Once leave has been approved and Police Services Court Detail has been advised, when a Member is on vacation and is called to appear in Court, they will be paid eight (8) hours overtime for the day spent in Court, plus one (1) replacement vacation day will be provided to that Member for that day. For each additional day away from the vacation location, one (1) replacement vacation day will be provided to that Member for that day. All authorized and necessary travel expenses, including food, lodging, fares, etc. (upon receipts being submitted) incurred by a Member of the Police Service in returning from and to vacation to undertake any police duty required of him during vacation leave will be paid by the Town of Taber.

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- 11.4 Shifts may only be changed to accommodate court appearances of more than one (1) day to allow for lengthy trials.

ARTICLE NO. 12- Statutory Holidays

- 12.1 The following shall be paid Statutory Holidays:

New Year's Eve (17:00 hrs – 23:59)
Christmas Eve (17:00 hrs – 23:59)

New Year's Day	Canada Day	Remembrance Day
Alberta Family Day	August Civic Holiday	Christmas Day
Good Friday	Labour Day	Boxing Day
Victoria Day	Thanksgiving Day	Easter Monday

- 12.2 For budgetary purposes, the Chief of Police may direct members whom are scheduled to work on a statutory holiday to take that day off provided at least four (4) members remain scheduled to work on that statutory holiday. If a member is directed not to work on a statutory holiday (commonly referred to as being, "stat.-ed off"), the member shall take the day off and also be paid in full, at his or her regular rate of pay, for the members normal work shift on that day.
- 12.3 With respect to holidays that fall on Saturday or Sunday and are commonly celebrated on the Monday following (when such Monday is declared by the Town of Taber as holiday), the premium pay shall be paid with respect to the Saturday or the Sunday.
- 12.4 When a statutory or declared holiday falls on a Member's day off and the Member does not work, the Member shall be paid for ten (10) hours at his or her regular rate of pay or be entitled to an additional ten (10) hours off at the Member's option, subject to the approval of the Chief of Police, but not both pay and time off subject to any changes as per section 7.1.
- 12.5 When a statutory or declared holiday falls on a member's day off and the member chooses to bank the additional (10) ten hours as allowed in article 12.4, the time in lieu shall be recorded in the member's overtime bank.
- 12.6 When a statutory or declared holiday falls on a Member's regular work day and the Member works, the Member shall be paid for the actual time worked at his or her regular rate of pay per hour, plus ten (10) hours pay at two (2) times his or her regular hourly rate for the holiday. Subject to any changes as per section 7.1.
- 12.7 When a statutory or declared holiday falls on a Member's regular day off and the Member is called to work for a full work day, the Member shall be paid at the rate of two (2) times his or her regular hourly rate of pay for the actual hours worked, plus ten (10) hours pay at his or her regular rate for the holiday. Subject to any changes as per section.
- 12.8 If a statutory or declared holiday falls during the annual vacation of a Member, it shall be recorded as a statutory day off rather than a vacation day off.

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ARTICLE NO. 13 - Annual Vacations

- 13.1 All Members will receive vacation leave with pay as follows (or prorated as required):
 - 13.1.1 From commencement of continuous employment to December 31st of that year, until their anniversary date in the following year, a Member shall accumulate vacation to a maximum of eighty (80) hours vacation for each full year of service or 0.038 hours of entitlement for each regular hour paid, then
 - 13.1.2 to the Members' anniversary date of the Member's sixth (6th) full year of service, a Member shall accumulate vacation to a maximum of one hundred and twenty (120) hours vacation for each full year of service, or 0.058 hours of entitlement for each regular hour paid, then
 - 13.1.3 to the Members' anniversary date of the Member's fourteenth (14th) full year of service, a Member shall accumulate vacation to a maximum of one hundred and sixty (160) hours vacation for each full year of service, or 0.077 hours of entitlement for each regular hour paid, then
 - 13.1.4 to the Members' anniversary date of the Member's twenty-third (23rd) full year of service, the Member shall accumulate vacation to a maximum of two hundred (200) hours vacation for each full year of service, or 0.096 hours of entitlement for each regular hour paid, then
 - 13.1.5 from that date onward, the Member shall accumulate vacation to a maximum of two hundred and forty (240) hours vacation for each full year thereafter or 0.115 hours of entitlement for each regular hour paid.
- 13.2 Annual vacation may be taken as accumulated, with the approval of the Employer, at any time following the first six (6) months of employment. The Chief of Police may approve of the use of accumulated vacation time prior to the completion of six (6) months of employment.
- 13.3 Any Member who is sick for five (5) days or more while on vacation leave may upon producing a Doctor's certificate of such illness receive additional leave for each day of illness, and such hours will be deducted from the Member's sick leave bank.
- 13.4 Members shall fully utilize vacation accrued by their anniversary date in the year following the year it was accrued, unless the Employee applies in writing, and has been given consent in writing by the Department Head. However, no Employee will be denied the time off to fully utilize all accrued vacation time as indicated. Any unused accrued vacation will be paid out in the pay period following the above referenced anniversary date.
- 13.5 Vacation time will not accumulate for any leaves of absence in excess of two (2) pay periods from the commencement of the absence, except for absences for the purpose of illness, accident or Worker's Compensation.
- 13.6 Vacation time while a Member is absent due to illness, accident or Worker's Compensation shall not accumulate after four (4) pay periods from the commencement of the absence.
- 13.7 When a member is hired from another Service their vacation rate from the previous employer may be acknowledged by the Chief of Police.

ARTICLE NO. 14- Wages

- 14.1 Member's wages and overtime shall be paid in accordance with Schedule "A" attached hereto and forming part of this Agreement on a bi-weekly pay period through a "Direct Deposit" payroll system.
- 14.2 Provided that a Member has been subject to a satisfactory evaluation, they will be eligible to attain the wage of a First Class Constable upon satisfactorily completing at least forty-eight (48) months with the Taber Police Service. Any change in classification will have no influence on the evaluation process or outcomes. Notwithstanding the foregoing, it will be required that there be a period of twelve (12) consecutive months between classes from each of the levels Fifth Class, Fourth Class, Third Class, Second Class and First Class, unless otherwise approved by the Chief of Police.
- 14.3 A new Member of the Service shall serve eighteen (18) months' probation or less, as per the Police Act RSA and Regulations.
- 14.4 Members with previous accredited police service may, at the discretion of the Chief of Police, be hired and classified at any classification up to and including First Class Constable.
- 14.5 Members must notify the Chief of Police of eligibility to obtain a higher pay increment classification.

ARTICLE NO. 15- Promotions

- 15.1 Promotions shall be deemed to mean any rank above First Class Constable.
- 15.2 Promotions above the rank of First Class Constable shall be from sworn Members within the Police Service.
- 15.3 A Member must have served as a First Class Constable for a minimum of one (1) year before being eligible for promotion, and shall have served five (5) years with the Police Service, other than indicated in Article 15.6 below.
- 15.4 A Member must have served as a Senior First Class Constable for a minimum of seventy two (72) months with the police service, and be in good standing before being classified as a Senior First Class Constable Level II. The Senior First Class Constable Level II designation is not a rank, but a pay increase.
- 15.5 Promotions shall be made by the Chief of Police, taking into consideration a Member's efficiency, physical fitness, past performance, experience, ability, merit and seniority, and further, the Member must successfully complete any testing procedures as set out by the Chief of Police.

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ARTICLE NO. 15-Promotions (Continued)

- 15.6 Opportunities to fill a vacant Sergeant's position will be provided based upon the following priorities:
- 15.6.1 serving Members of the Taber Police Service who have served for five (5) years or more,
 - 15.6.2 when it is not possible to fill the position from the Members listed in Article 15.6.1, the Chief of Police, in consultation with the Association, may go to other sources.
- 15.7 A Member selected for the position of Sergeant will be subject to a six (6) month probationary period. Upon successful performance in the probationary position of Sergeant, the Member will be confirmed as a full time Sergeant.

ARTICLE NO. 16-Temporary Positions

- 16.1 The Chief of Police at his discretion may appoint a Member of one rank to temporarily act in the position of another higher rank. In this higher rank the member shall be compensated to the level of pay for the acting rank.
- 16.2 A Member, while performing the duties of Designated Recruit Field Training Officer, an assigned duties as a Field Coach, in addition to those regular duties, will be paid at their regular rate of pay plus an additional four percent (4%) while specifically performing these additional duties. This shall only apply to positions below the Senior First Class Constable, at which level the position duties of Senior First Class Constable shall include this responsibility without an increase in pay.
- 16.3 A member, designated as the School Resource Officer will be paid at their regular rate of pay plus an additional four percent (4%) for all duties performed while in this position.
- 16.4 A member, designated to serve in an administrative role outside of the regular patrol function and schedule, will be paid at their regular rate of pay plus an additional four percent (4%) for all duties performed while in this position. Sergeants are exempt from this additional four percent (4%).

ARTICLE NO. 17-Benefits

- 17.1 All Members will notify the office of their absence through sickness prior to the commencement of shift or as soon as possible thereafter. A Doctor's Certificate will be required when a Member misses more than two (2) consecutive shifts.
- 17.2 For non-occupational sickness, illness, hospitalization, dental/medical appointments and accident benefit a Member will be entitled to accumulate eight (8) hours per month casual sick leave to a maximum of two hundred and forty (240) sick leave hours accumulated and used per year.

To provide care in the event of a sickness, illness, hospitalization, dental/medical appointment and accident benefit of a member's child, spouse or parent, a member is entitled to casual sick leave to a maximum of four (4) shifts per calendar year from their accrued sick leave.

- 17.3 All permanent Members will be covered under the Alberta Health Care Insurance Plan, in

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accordance with the terms of the plan Contract on the first day of the month following three (3) months of continuous employment. The Town will contribute seventy-five percent (75%) of the total premium cost of Members enrolled.

- 17.4 All permanent Members will be covered under the AUMA Member Services in accordance with the terms of the plan Contract for the following fringe benefits:
- 17.4.1 Life Insurance at double (2 X) the Employee's regular rate, and Accidental Death & Dismemberment as available through A.M.S.C.;
 - 17.4.2 Weekly Indemnity (Short-term Disability) as available through A.M.S.C.;
 - 17.4.3 Long-term Disability as available through A.M.S.C.;
 - 17.4.4 A.M.S.C. Medical Plan (100% reimbursement);
 - 17.4.5 A.M.S.C. Vision Care; and
 - 17.4.6 A.M.S.C. Dental Plan.
- 17.5 The Employer, in consultation with the Association, may investigate alternative benefit carriers provided that the level of benefits does not decrease.
- 17.6 For the purpose of benefits, a Member will qualify for the benefits in accordance with the A.M.S.C. Plan Contract after completing 4 months of employment, except Weekly Indemnity, which commences after 3 months of employment. The Town will contribute ninety percent (90%) of the total premium cost for all Members.
- 17.7 All permanent Members will be entitled to 1 day off with pay, based on 1 year, that being a full calendar year, provided that within that year, no time was taken off by that Member as sick time.
- 17.8 Health Spending Account: Subject to the terms of the Benefit provider or carrier, the Employer shall provide a health spending account for Full Time Employees in the amount of five hundred dollars (\$500.00) annually.
- 17.9 Wellness account: subject to the terms of the employer's Wellness Account Policy, the employer shall provide a wellness account for members in the amount of five hundred dollars (\$500.00) annually. Refer to Schedule "B".
- 17.10 A member prevented from performing his regular work with the police service on account of an occupational accident or injury that is recognized by the Workers Compensation Board as compensable within the meaning of the Workers Compensation Act, shall receive their regular pay from the employer, for a maximum of (6) six months. During this time, the employer will receive the employee's WCB payments.

ARTICLE NO. 18- Bereavement Leave

- 18.1 All Members covered by this Agreement may be entitled to bereavement leave up to a maximum of three (3) days with pay in cases where the death of an immediate relative has occurred.

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- 18.2 If a Member requires traveling time exceeding the maximum three (3) days covered in this article, the Member may apply to the Chief of Police, for traveling time up to a maximum of three (3) days with pay.
- 18.3 It will be the obligation of the Member to give notification of the necessity to use any bereavement leave to the satisfaction of the Chief of Police, before they will be entitled to bereavement leave as specified.

ARTICLE NO. 19- Leave of Absence

- 19.1 The Employer may grant leave of absence without pay to a Member for reasons satisfactory to the Employer. Request and reasons for such leave of absence shall be in writing, except in cases of emergency, and shall be submitted to the Chief of Police as soon as possible in advance of the commencement of the leave. Such leave shall not be for the purpose of taking employment elsewhere. Unless otherwise mutually agreed, such leave shall not exceed three (3) months. Members who are granted a leave of absence of more than thirty (30) days shall inform the Employer, in writing, two (2) weeks in advance of the date the Member will return to work.
- 19.2 Maternity or Parental Leave and Compassionate Leave - Members will be eligible for maternity or parental leave and Compassionate Leave in accordance with the provisions of the Alberta Employment Standards Code.

ARTICLE NO. 20- Protection

- 20.1 All reasonable expenses and costs with respect to any criminal or civil action taken against or in respect to a Member of the Association arising out of such Member's actions while engaged in their duties as a Police Officer will be paid by the Town of Taber, provided such actions do not constitute a gross disregard or gross neglect of their duties as a Police Officer. If the Member is found not guilty on all charges or the case is dismissed or withdrawn, the Town will reimburse all legal expenses for such actions taken against the Member.
- 20.2 The Town will indemnify and save harmless any Member from any action, claim, cause or demand whatsoever that may be made or arise out of the Member carrying out the duties of a Police Officer, except where the action of the Member constitutes a gross disregard or gross neglect of their duties as a Police Officer.
- 20.3 Notwithstanding anything to the contrary, it will be understood and agreed in regards to the provisions of [Article 20](#) that the Member will notify the Employer, in writing, as to any occasion that may require legal response from the Employer or its insurance agents. Furthermore, no admission of liability will be made in any form.

ARTICLE NO. 21 - Clothing

- 21.1 Every uniformed Member will be issued a uniform and equipment as set out in the Taber Police Service Policy and Procedure manual

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ARTICLE NO. 22 - Conduct

- 22.1 The Police Service Regulation of the Police Act of Alberta, with amendments, shall regulate the conduct of Members.

ARTICLE NO. 23- Pension

- 23.1 All Members will participate in the Special Forces Pension Plan. The Employer and the Employee will make contributions in accordance with the provisions of the Special Forces Pension Plan administered by Alberta Pensions Administration.

ARTICLE NO. 24 - Grievances

- 24.1 When a Member of the Service submits a grievance to the Employer, not more than two Members of the Associations' Grievance Committee, one of which will include the Griever, may attend to hear such a grievance, without a loss of pay.
- 24.2 Grievances between the Employer and the Association, or a grievance between the Employer and a Member of the Association will be processed in the following manner.
- 24.2.1 The Griever will submit their grievance in writing to the Association Grievance Committee with a copy to the Chief of Police within seven (7) calendar days of the act or event-giving rise to the grievance. The Association Grievance Committee will, within seven (7) days, make or deliver a decision with respect of the grievance.
- 24.2.2 Should settlement of the grievance not be reached by the Association Grievance Committee, the Member may within seven (7) calendar days after the decision of the Association Grievance Committee, submit their grievance to the Chief of Police. The Chief of Police will, within seven (7) days, make or deliver a decision with respect of the grievance.
- 24.2.3 Should settlement not be reached under either of the above two provisions, the Member may within seven (7) calendar days after the decision the Chief of Police, submit the grievance to the Commission.
- 24.2.4 Grievances of the Association will be submitted directly to the Chief of Police and if settlement is not reached, the Association may within seven (7) calendar days after the decision of the Chief of Police, which must be within seven (7) calendar days, submit the grievance to the Commission.
- 24.2.5 The time limits fixed in this grievance process may be extended by consent of the parties to this Agreement, and such consent will not unreasonably be withheld.
- 24.2.6 Should settlement not be reached under the provisions above, either party may submit the grievance through a Mediation Committee (where all Committee Members chosen shall not be associated or have any vested interest in either the Town or the Police Services) set up as follows:
- 24.2.6.1 two (2) persons selected by the Association from the Town of Taber at large, and
- 24.2.6.2 two (2) persons selected by the Employer from the Town of Taber at large, and
- 24.2.6.3 one (1) person selected who is agreed upon to both the Association and the Employer from the Town of Taber at large,
- 24.2.6.4 whose decision shall be final and binding on both the Association and the Employer.

TABER POLICE ASSOCIATION AGREEMENT

ARTICLE NO. 25- Management Relationship

- 25.1 Matters on which this Agreement are silent will be determined by Law, Town Policy, Police Commission, or the Chief of Police as befits the case.

ARTICLE NO. 26- Layoff and Recall


- 26.1 In cases of the reduction of the establishment strength through layoffs effecting Members of the police service, the Member with the least amount of seniority shall be the first to be laid off.
- 26.2 A Member who is laid off due to a work shortage will be allowed the first opportunity to fill a vacant position if one becomes available, provided that the position again becomes vacant within one (1) calendar year.

ARTICLE NO. 27- Team Advisory Committee

- 27.1 The parties will establish a Team Advisory Committee to assist in the carrying out of the terms of this Agreement upon such terms and conditions and subject to such procedures as the parties may hereinafter agree upon.
- 27.2 The Committee shall concern itself with matters of the following general nature:
- 27.2.1 improvement of Employee-Employer relations,
 - 27.2.2 increasing operating efficiency by promoting co-operation in effecting economy moves,
 - 27.2.3 improvement of service to the public,
 - 27.2.4 promotion of safety and sanitary practices and the observance of safety rules,
 - 27.2.5 suggestions from Members, questions of working conditions and service (but not grievances concerned with service),
 - 27.2.6 correction of conditions making for grievances and misunderstandings,
 - 27.2.7 promotion of education and training of the Members, and
 - 27.2.8 such other matters of mutual concern as the parties deem properly within their jurisdiction.

TABER POLICE ASSOCIATION AGREEMENT

SIGNED ON BEHALF OF
THE TOWN OF TABER



CHIEF ADMINISTRATIVE OFFICER

May 16, 2019
DATE

SIGNED ON BEHALF OF
THE TABER POLICE ASSOCIATION



PRESIDENT


SECRETARY

SCHEDULE "A"
TABER POLICE
ASSOCIATION
WAGES

The following wages will apply as indicated commencing January 1, 2019 until December 31, 2021.

TABER POLICE ASSOCIATION

		<u>2019</u>	<u>2020</u>	<u>2021</u>
	Index	Annual	Annual	Annual
Sergeant	120%	\$116,850	\$118,895	\$120,975
Senior First Class Constable Level II	109%	\$106,138	\$107,996	\$109,886
Senior First Class Constable Level I	104%	\$101,270	\$103,042	\$104,845
1st Class Constable	100%	\$97,375	\$99,079	\$100,813
2nd Class Constable	90%	\$87,637	\$89,171	\$90,731
3rd Class Constable	80%	\$77,900	\$79,263	\$80,650
4th Class Constable	70%	\$68,162	\$69,355	\$70,569
5th Class Constable	60%	\$58,425	\$59,447	\$60,488

SCHEDULE "B"
TABER POLICE ASSOCIATION WELLNESS ACCOUNT

The Town of Taber and the Taber Police Association are committed to the wellness of its employees and members. As a part of that commitment, the Taber Police Association Wellness Account has been created. The Wellness Account will provide flexibility to accommodate the varied needs of individual members, with respect to their physical and mental wellbeing, by providing an annual allotment to be used by members to pursue those extras that improve morale, motivation, and general quality of life. Healthy members benefit the organization through productivity, reduced absenteeism, and improvements in image, retention and focus.

Operating Guidelines:

1. Each eligible employee shall be allocated up to Five Hundred Dollars {\$500.00} for reimbursement per calendar year, for their individual uses as per the eligible expenses shown under the list of eligible wellness account expenses.
2. Those eligible employees who terminate their employment part way through a calendar year shall receive a pro-rated allocation. If an employee has used more than the pro-rated allocation at the time of termination, they will be responsible for the payment of the balance to the Town.
3. The wellness account will cover goods or services which can enhance your well-being like fitness equipment, fitness services, and fitness related memberships. There are also some self-improvement eligible expenses covered under the list of eligible wellness account expenses.
4. Eligible employees are advised that claims allocated to the wellness account, as per the Federal Income Tax Act, are taxable benefits.
5. Claims on the wellness account shall be paid on a reimbursement basis, and must be accompanied by the appropriate documentation; an original receipt or statement of account that shows the necessary information {cost of service/supply, date provided, to whom provided, address/contact information of provider}.
6. The wellness account can be used for those expenses that are listed under eligible expenses.
7. Due to the fact that the use of the wellness account is a taxable benefit, all claims for the account are to be submitted to payroll, and will be reimbursed through the pay

system with the bi-weekly payroll.

8. Claims must be submitted within the calendar year in which those expenses occurred.
9. Unused allocations cannot be carried forward from year to year.

SCHEDULE "B"

TABER POLICE ASSOCIATION WELLNESS ACCOUNT

LIST OF ELIGIBLE WELLNESS ACCOUNT EXPENSES

Individual or Group Instruction, Activities, Supplies, and Equipment Related to:

Sports and Fitness

- Membership or class fees for activities such as yoga, aerobics, running, and walking.
- Fitness Club Memberships, including passes and locker rentals.
- Fitness Equipment such as treadmills, elliptical trainers, weights, pedometers, GPS watches, heart monitors, bikes, and yoga mats.
- Specialty clothes or footwear worn solely for the fitness activity, such as running or walking shoes, uniforms, skates, etc. (rental and used equipment qualifies).
- Fees associated with playing sports such as baseball, soccer, volleyball, golf, curling, skiing, and hockey.
- Equipment required for the sport, including maintenance and repair, such as bats, skis, racquets, and specialized bikes.
- Safety equipment such as helmets and lifejackets.
- Fees for consultations by personal trainer.
- Vitamins/Supplements

TABER POLICE ASSOCIATION AGREEMENT

Letter of Understanding "A"

Between The Taber Police Association and the Town of Taber

Community Standards Police Officer Position

This letter of agreement is being signed as the Taber Police Association and the Town of Taber wish to enter into a letter of understanding regarding the appointment of a Police Officer, within the Province of Alberta, under the authority of the Police Act, and the Taber Municipal Police Commission, to perform a specific job function within the Taber Police Service; the Community Standards Police Officer.

The Taber Police Association and the Town of Taber agree that the member hired to be the Community Standards Officer will be subject to the terms and conditions as set out in the Letter of Agreement.

The current collective agreement provisions will be used to manage the Community Standards Officer position with the exception of the following amended or added articles.

3.4(a) "Community Standards Police Officer (CSO)" means a member of the Taber Police Association employed to fulfill the role and responsibilities of a Community Standards Police Officer as per Article 15(a).

3.12 "Members" shall mean the members of the Taber Police Association, employed by the Town of Taber, covered under the scope of this Agreement. "Members" shall not include a Community Standards Police Officer if an exclusion is indicated within the article(s) in question or if exclusions are void as per Article 15(a).2 or 15(a).5.

7.3 As the organization evolves there may be a need for administrative (e.g. Non- Patrol) functions and for these functions an (8) eight hour shift may be implemented by the Chief of Police after consultation with the members. In this case, the regular work week shall remain (40) forty hours. This includes a CSO.

12.2 For budgetary purposes, the Chief of Police may direct members whom are scheduled to work on a statutory holiday to take that day off provided at least four (4) members (excluding a CSO) remain scheduled to work on that statutory holiday. If a member is directed not to work on a statutory holiday (commonly referred to as being, "stat.-ed off"), the member shall take the day off and also be paid in full, at his or her regular rate of pay, for the members normal work shift on that day.

14.1 Member's (excluding a CSO unless subject to Article 15(a).2, 15(a).5, or 15(a).6) wages and overtime shall be paid in accordance with Schedule "A" attached hereto and forming part of this Agreement on a bi-weekly pay period through a "Direct Deposit" payroll system. Unless subject to Article 15(a).2, 15(a).5, or 15(a).6 a CSO's wages and overtime shall be paid in accordance with Schedule "C" attached hereto and forming part of this Agreement on a bi-weekly pay period through a "Direct Deposit" payroll system.

14.2 Provided that a Member (excluding a CSO) has been subject to a satisfactory evaluation, they will

be eligible to attain the wage of a First Class Constable upon satisfactorily completing at least forty- eight (48) months with the Taber Police Service. Any change in classification will have no influence on the evaluation process or outcomes. Notwithstanding the foregoing, it will be required that there be a period of twelve (12) consecutive months between classes from each of the levels Fifth Class, Fourth Class, Third Class, Second Class and First Class, unless otherwise approved by the Chief of Police.

ARTICLE NO. 15 - Promotions (excludes a CSO)

ARTICLE NO. 15(a)- Community Standards Police Officer "CSO"

- 15(a).1 A CSO is a Member who's role and responsibilities are not limited to, but are focused on, the enforcement of Municipal Bylaws and/or Provincial Statutes/Regulations, as directed by the Chief of Police. Due to their appointment, a CSO has full authority under the Criminal Code of Canada and applicable Federal Statutes. However, the role and execution of those authorities is guided by policy. The CSO is subject to the Police Service Regulations of Alberta and breaches of policy are subject to discipline. A CSO will not exercise any authority, outside of what is specifically stated within 15(a).3 et al. A CSO may support, but not supplement, the roles of the remaining Members.
- 15(a).2 A Member who is not a CSO can be assigned the role and responsibilities of a CSO in the event there is an absence of the regular CSO due to vacation, disability leave, leave of absence, vacating of the position, or if a layoff occurs causing there to be no CSO. In this case the Member will continue to receive their regular wages as per Schedule "A" and will not be subject to any CSO exclusions within this agreement.
- 15(a).3 Notwithstanding article 15(a).1, The role and responsibilities of a CSO shall not include responding to, investigating, or assisting in any matter that has a reasonable potential to involve the enforcement of a Federal Statute/Regulation or the circumstances make the type of enforcement unknown, except and limited to the following:
- 15(a).3.1 The CSO's immediate action is needed to prevent articulable imminent physical harm to a person.
- 15(a).3.2 The CSO is serving documents (excluding release documents).
- 15(a).3.3 The CSO is assisting a member who is not a CSO with scene containment or preservation.
- 15(a).3.4 The CSO only arrests or detains someone who has a warrant and all other related procedures/processes are handled by a member who is not a CSO.
- 15(a).3.5 The CSO only arrests or detains someone who they happen upon committing an offence and all other related procedures/processes are handled by a member who is not a CSO.

ARTICLE NO. 15.(a)- Community Standards Police Officer "CSO" (Continued)

- 15(a).3.6 The CSO happens upon something or someone and only act as an observer until a member who is not a CSO can attend and deal with the matter.
- 15(a).3.7 The CSO provides reports and/or testimony in court regarding their involvement in the aforementioned limitations.
- 15(a).3.8 The CSO conducts a search of a person who has been arrested or detained.
- 15(a).3.9 The CSO obtains fingerprints/photographs for the purposes of the Identification of Criminals Act.
- 15(a).3.10 The CSO collects samples for DNA analysis as per Section 487.051 of the Criminal Code.
- 15(a).3.11 The CSO is protected by all of the provisions and relevant sections of the Criminal Code, other Federal Statutes/Provincial Legislation/Bylaws etc., as is a regular member.
- 15(a).4 The Chief of Police will be responsible for ensuring that policies, procedures, and resources are in place to prevent a CSO from acting outside of their role regarding the enforcement of Federal Statutes/Regulations as indicated in Article 15(a).3, and that the CSO follows these parameters and does not exercise authorities outside of that role.
- 15(a).5 Notwithstanding Article 14.1 regarding CSO wages as per Schedule "C" or any steps taken regarding Article 15(a).4, if at any time the Chief of Police is assigning the CSO duties outside of their role and responsibilities as indicated in Article 15(a).3, or the CSO is acting outside of their role and responsibilities as indicated in Article 15(a).3 without corrective action being taken by the Chief of Police upon his awareness of such, then the Association can make a complaint. The Association will bring suspected breaches of article 15(a).3 to the notice of the Chief of Police in writing. If not corrected immediately to the satisfaction of the Association, a grievance will ensue to reclassify the CSO to that of a regular member.
- 15(a).6 If it is determined that the CSO has been allowed to act outside of their role and responsibilities as indicated in Article 15(a).3 without appropriate corrective action or if it is determined to be apparent that the CSO cannot be prevented from acting outside of their role and responsibilities as indicated in Article 15(a).3 the CSO will immediately begin to receive wages as per Schedule "A" beginning at a class which does not allow them to receive a lower wage than previously earned. This Member will continue to be entitled to wage increases as per Schedule "A" and will not be subject to any exclusions within this agreement even if they continue in the role of a CSO. This Member shall continue to receive wages as per Schedule "A" permanently regardless of any current and/or future roles and responsibilities. If the discipline process has been initiated for the CSO acting outside of their role and responsibilities, and the behaviour continues,

further discipline of a progressive nature will be deemed as appropriate corrective action in terms of this article. Only if the behaviour is being condoned without progressive corrective action being applied will the Member begin to receive wages as per schedule "A".

15(a).7 If CSO uniform requirements as per Article 21.1 are unable to be met, the CSO will immediately begin to receive wages as per Schedule "A" beginning at a class which does not allow them to receive a lower wage than previously earned. This Member will continue to be entitled to wage increases as per Schedule "A" and will not be subject to any exemptions within this agreement even if they continue in the role of CSO.

21.1 Every uniformed Member will be issued a uniform and equipment as set out in the Taber Police Service Policy and Procedure manual. This manual will include, at a minimum, a requirement that a CSO shall wear a distinctly different colored or distinctly different shade of shirt and upper outer wear than what is worn by other Members who are not CSO's.

**SCHEDULE
"C" TABER
POLICE
ASSOCIATION
WAGES**

**The following wages will apply as indicated commencing
on January 1, 2019 until December 31, 2021.**

**TABER POLICE ASSOCIATION
COMMUNITY STANDARDS OFFICER**

	<u>2019</u>	<u>2020</u>	<u>2021</u>
	<u>Annual</u>	<u>Annual</u>	<u>Annual</u>
Community Standards Officer Start	\$55,415	\$56,385	\$57,372
Community Standards Officer >1 YR	\$61,050	\$62,118	\$63,205
Community Standards Officer >3 YRS	\$66,138	\$67,295	\$68,473
Community Standards Officer >5 YRS	\$71,225	\$72,471	\$73,740

TABER POLICE ASSOCIATION AGREEMENT

Signed this 15 day of April, 2019.

Signed on behalf of the Town of Taber:



Chief Administrative Officer
Association:

Witness

Signed on behalf of the Taber Police





TABER POLICE ASSOCIATION AGREEMENT

Letter of Understanding "B"- Vacation Compensation

Between Town of Taber AND Taber Police Association

This letter of understanding is being signed as the Taber Police Association and the Town of Taber wish to enter into a letter of understanding regarding compensation to Members being called back to work when on approved leave.

Approved leave shall fall into two categories;

Class 1 – shall encompass only those days that have been designated as approved vacation days by the Chief or his/her designate. If a member is called to work on such a day they shall receive double time and a replacement vacation day.

Class 2 - Class 2 will be considered when the member has indicated to the Chief or his/her designate that returning to work will constitute a significant hardship due to the nature of the activity being undertaken during the leave. A Member wishing to have Class 2 leave must indicate the leave as Class 2 and provide additional details regarding the circumstances of the leave. Class 2 can, but may not necessarily, include regular days off directly preceding or following the approved vacation leave.

Approval of class 1 and 2 is subject to the approval of the Chief of Police or his/her designate in consideration of member availability and operational requirements.

If a member is, on approval of the Chief or his/her designate, called back to work or scheduled to work while on Class 2 approved leave, the Member will be paid for not less than ten (10) hours at 3x their regular rate of pay for each affected day of approved leave. All authorized and necessary travel expenses, including lodging, fares, cancellation fees etc. (upon receipts being submitted) incurred by the Member of the Police Service who was required to cancel or returned from a vacation to undertake any police duty required of him during approved leave will be paid by the Town of Taber.

Compensation as it pertains to Article 11.3 within The Taber Police Association Agreement remains unchanged with the exception of cancellation fees being paid for the requirement to return to work for court appearance. Compensation outlined in this letter of understanding does not apply to call-backs involving phone calls and/or electronic messages.

Both parties agree this agreement will be undertaken on a trial basis and will be reviewed in six months for consideration of an extension.

Both parties have agreed to the above noted subject to final ratification to Council and the members of the Taber Police Association this 10 day of May 2019.

Town of Taber

Taber Police Association

