



AGREEMENT

BETWEEN

THE CITY OF LETHBRIDGE

AND

THE LETHBRIDGE POLICE ASSOCIATION

2021-2024



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THIS AGREEMENT MADE AND ENTERED THE 29th DAY OF November, 2022.

BETWEEN

THE CITY OF LETHBRIDGE the Party of the
First Part (hereinafter referred to as the
"Employer")

-and-

THE LETHBRIDGE POLICE ASSOCIATION the
Party of the Second Part (hereinafter referred
to as the "Association")

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

1.00 DEFINITIONS

1.01 Interpretation

In this agreement, unless otherwise indicated in the context, all words in singular shall include the plural and all words in the plural shall include the singular. Words of masculine gender shall be deemed to include the feminine gender, unless otherwise stated in the context.

1.02 "The Commission" means the entity established by By-Law of the City of Lethbridge and is known as the Lethbridge Police Commission.

1.03 "Members" shall mean those members of the Lethbridge Police Association coming within the scope of this agreement.

1.04 (a) "Chief of Police" means the Officer appointed by the Commission to be in charge of the Lethbridge Police Service or the member of the Service acting in **their** stead.

(b) Where "Chief of Police or designate" or "Chief or designate" is referred to in the Collective Agreement, "designate" shall be defined as a Senior Officer holding the rank of Inspector or higher.

1.05 "Continuous employment" shall include time that a member is off-duty through illness or injury.

1.06 "Call-out" shall mean any call to duty on a member's off-duty hours.

1.07 "Accumulated time" shall mean hours accredited to a member in lieu of pay for overtime hours, call-out hours, extension of duties, court time or statutory holidays pursuant to Clause 7.08.

- 1.08 "Permanent employee" means a member coming within the scope of this agreement
- 1.09 Subject to the terms and the conditions of the Police Service Regulations and future amendments, a Probationary Constable under this agreement is a member who has been in the employ of the Lethbridge Police Service for a continuous period of less than 18 months.
- 1.10 "Court" shall mean any Federal, Provincial, Municipal or Civil 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.
- 1.11 "Stand-by" shall mean when a member is designated to be available for duty during those hours other than the member's regularly scheduled shift or on a statutory holiday if the member is off in lieu.
- 1.12 Seniority for a permanent member shall begin from the date on which the member first commences service within the scope of this agreement. Leaves of absences shall not earn seniority for the purposes of this definition. Maternal, paternal and medical leaves are exempt and that member shall accrue seniority during their leave. Members employed in part-time positions shall accrue seniority based on their hours of work in a bi-weekly period.

2.00 TERM OF AGREEMENT

- 2.01 This agreement shall be in force and effect and shall be binding upon the Employer and the Association during the period from **January 1, 2021** and including **December 31, 2024** and from 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 thirty (30) days nor more than ninety (90) days prior to the expiry date **December 31, 2024** or the expiry date of any subsequent year.
- 2.02 The Employer will not alter any terms or conditions of employment, as contained therein, except with the consent of the Association during the period that a new collective agreement is being negotiated.

3.00 POLICY MANUAL

When there is any conflict between the Policy Manual of the Lethbridge Police Service or the standing orders of the Lethbridge Police Service and any provision of this agreement, then the provisions of this agreement will prevail.

4.00

GRIEVANCES

- 4.01 "Grievance" shall mean any difference concerning the interpretation, application, operation or alleged violation of this agreement.
- 4.02 When a member(s) submits a grievance to the Employer, not more than two (2) members of the Association's Grievance Committee may attend to hear such grievance without loss of pay.
- 4.03 Grievances between the Employer and the Association, or grievances between the Employer and a member of the Association, shall be processed in the following manner:

(a) Grievances by a Member

- (i) A grievance shall be submitted in writing to the Association Grievance Committee, with a copy to the Chief of Police, within fourteen (14) calendar days of the act or event giving rise to the grievance **or when the member should have reasonably become aware of the act or event.** The Grievance Committee shall, within fourteen (14) calendar days, make or deliver a decision with respect to the grievance.
- (ii) Should settlement of the grievance not be reached by the Grievance Committee, the member may, within **fourteen (14) calendar days** after the decision of the Grievance Committee, submit the grievance to the Chief of Police **or designate, with a copy sent to the People and Culture Department at the City of Lethbridge. The Chief of Police or designate** shall advise the member of a decision, in writing within fourteen (14) calendar days.

(b) Grievances by the Association

- (i) Grievances of the Association shall be submitted directly to the Chief of Police **or designate** within ninety (90) calendar days of the act or event giving rise to the grievance **or when the Association should have reasonably become aware of the act or event.** The Chief of Police **or designate** shall advise the Association of a decision in writing **with a copy sent to the People and Culture Department at the City of Lethbridge** within **thirty (30) calendar days.**
- 4.04 Should settlement not be reached under the provisions above, either party, within a period of thirty (30) calendar days from the date of the decision of the **Chief of Police**, may submit the grievance to a Board of Arbitration to be established as follows:

- (a) Each party shall appoint one (1) member to the Board. Should either party fail to make an appointment to the Board within **thirty (30) days** from the date notice was received that the grievance is to be submitted to a Board of Arbitration, then the appointee of the party failing to make the appointment shall be made by a request in writing to Mediation Services at Alberta Labour.
- (b) If the parties can agree, they shall name a third (3rd) member to the Board, who shall be Chairman of the Board.
- (c) Should the parties fail to agree upon a Chairman, then the appointee of a Chairman shall be made by a request in writing to Mediation Services at Alberta Labour who will appoint a Chairman.
- (d) The majority decision of the Board of Arbitration shall be binding on both parties to the grievance.
- (e) Each party shall be responsible for the cost of the member appointed to the Board by it, and the cost of the Chairman shall be borne equally by both parties.
- (f) Any party appearing before the Board of Arbitration is entitled to be represented by Counsel at the member's own expense.
- (g) On agreement of both parties, the Board of Arbitration may be replaced by a single arbitrator. If the parties are unable to agree on a person to act as a single Arbitrator within 30 days after the notice requiring that the matter go to arbitration, either party may a request in writing to Mediation Services at Alberta Labour to appoint a single arbitrator. The parties shall share equally the remuneration and expenses of a single arbitrator appointed.

4.05 The time limits referred to in this Article may be extended by mutual written consent between the Association and the Employer.

5.00 DISCRIMINATION

The Employer shall not at any time, nor in any manner whatever, discriminate against any member(s) because of **their** being a member of the Association.

6.00 ASSOCIATION RECOGNITION AND DUES

6.01 The Employer recognizes the Lethbridge Police Association as the exclusive bargaining agent for all members of the Lethbridge Police Service covered by the terms of this agreement.

6.02 All persons eligible for membership in the Lethbridge Police Association shall pay all dues levied by the Association. The dues shall be deducted by the Employer and shall be paid bi-weekly to the Association.

7.00 OVERTIME

7.01 All hours worked by a member(s) in excess of eight (8) hours per day or forty (40) hours per week shall be paid at the rate of two (2) times the member's regular rate of pay.

7.02 In the event that a member(s) is required to work during **their** two (2) days weekly leave off duty, **they** will be paid two (2) times **their** regular rate of pay for all hours worked, but shall in any event, receive a minimum of four (4) hours for each day worked, regardless of the actual time worked.

7.03 (a) CALL-OUT

In the event a member(s) is "called out" to work, **they** shall be paid two (2) times **their** regular rate of pay for all hours worked in connection with the call-out and shall also receive pay for one (1) hour travel in connection with the said call-out. No member(s) shall receive less than two (2) hours pay at overtime rates with respect to any call-out regardless of the actual hours worked. The hours worked on call-out shall not be tacked to the beginning or the end of a shift worked, but must be treated as a separate period of work hours from any regular or normal shift of work. In the event that a member(s) is called out to do duty two (2) or more times within a three (3) hour interval, the payment of overtime shall include the interval period. For clarity the interval shall be calculated from the end of the first call when the Duty Staff Sergeant dismisses the member to the time of the second call.

(b) STANDBY

Members required to remain on standby shall be paid one (1) hour pay at their regular rate of pay for every eight (8) hours or portion thereof the member remains on standby. Members on standby will be required to wear an electronic communication device or advise the Duty Staff Sergeant where they can be contacted.

Members required to remain on standby on a statutory holiday shall be paid one (1) hour pay at their regular rate of pay for every four (4) hours or portion thereof that the member remains on standby.

(c) PAY DUTY

Pay Duty shall be defined as internal or external voluntary work performed by a member that does not form part of their scheduled shift; which they have been given prior notice by way of a posting or invitation but does not include an unexpected return to work due to call out, court

attendance or overtime incurred immediately following the completion of a regular shift. An internal Pay Duty shall be defined as that which is directly compensated from the LPS budget. An external Pay Duty shall be defined as that which is externally billed. An internal Pay Duty will be remunerated at two (2) times the member's regular pay rate. An external Pay Duty will be remunerated at two (2) times the member's regular pay rate plus one hour travelling time and shall not be taken as banked time. All Pay Duty assignments will be approved by the Chief of Police or **their** designate and shall be equally distributed among the members.

(d) CANCELLATION OF PAY DUTY

Where a member is scheduled for a Pay Duty, and is cancelled, notice of the cancellation shall be given a minimum of twenty four (24) hours in advance. If notice of cancellation is not given within a minimum of twenty four (24) hours, the member shall be paid a minimum of one (1) hour pay at the rate of double time. Upon being offered a Pay Duty, members will be required to provide a method of contact (phone number with voice mail or email). The member will be considered to have been duly notified by a message left in the manner requested by the member.

- 7.04 Overtime shall be distributed amongst members as equitably as possible.
- 7.05 All members shall be entitled to receive the minimum of eight (8) hours off-duty between the time they have completed **their shift, including overtime** and the time they commence another scheduled shift of work **without loss of pay**. In the event that a member is scheduled or rescheduled to work a shift which does not allow for the minimum of time off, of eight (8) hours and **the member** works such shift (and unless otherwise agreed by members who exchange shift with prior concurrence of the Chief of Police or designate), the member shall receive overtime premium for such hours in accordance with the overtime provision of this agreement.
- 7.06 All hours worked by a member(s) on Christmas Eve and/or New Years' Eve, between the hours of 4:00 p.m. and 12:00 midnight, shall be paid at the rate of two (2) times **their** regular rate.
- 7.07 When a member is assigned to work overtime which extends three (3) hours **or more** beyond the member's regular shift, the member shall receive a meal allowance of ten (10) dollars.
- 7.08 Members may elect to accumulate up to a maximum of one hundred and sixty (160) hours in an "accumulated time bank". Accumulated time hours may be earned through overtime hours, call-out hours, extension of duties, court time or statutory holidays, which includes the banking of the premium benefit. Upon application, a member having accumulated hours may draw any portion of such accumulated hours in pay or time off. Time off in lieu of

accumulated time must be arranged at times mutually agreeable between the Chief of Police or **their** designate, and the member.

7.09 Overtime worked during declared emergencies where cost recovery is possible, may not be banked.

8.00 STATUTORY HOLIDAYS

8.01 The following days shall be recognized as holidays for the purpose of this agreement:

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

National Day for Truth And Reconciliation

and any other day proclaimed to be a holiday by Federal, Provincial or Municipal Government.

8.02 All members shall be entitled to all holidays set out in this agreement without loss of pay.

8.03 (a) When a Statutory or declared holiday falls on a member's regular work day and **they are** required to work,

- i) the member shall be paid for the actual time worked at the rate of two (2) times **their** regular hourly rate of pay per hour, plus,
- ii) the applicable number of statutory holiday entitlement hours at **their** regular rate. The statutory entitlement is the number of hours the member was scheduled to work on the statutory holiday.
- iii) The member will have the option of banking the premium paid on the hours actually worked on the statutory or declared holiday in their ATO bank.
- iv) If the member is called back in travel time will be paid in accordance with Clause 7.03(a).

(b) When a Statutory or declared holiday falls on a member's regular work day and **they are** not required to work, the member shall be paid the applicable number of statutory holiday entitlement hours at **their** regular rate. The statutory entitlement is the number of hours the member was scheduled to work on the statutory holiday.

8.04 (a) When a Statutory or declared holiday falls on a member's regular day off and **they are** called to work,

- i) **they** shall be paid at the rate of two (2) times **their** regular rate of pay for the actual time worked, plus
- ii) the applicable number of statutory holiday entitlement hours at **their** regular rate. The statutory entitlement is equal to the number of daily hours worked most frequently in the pay period in which the statutory holiday falls.
- iii) The member will have the option of banking the premium paid on the hours actually worked on the statutory or declared holiday in their ATO bank.
- iv) Travel time will be paid in accordance with Clause 7.03(a).

(b) When a Statutory or declared holiday falls on a member's regular day off and **they are** not required to work, the member shall be paid the applicable number of statutory holiday entitlement hours at **their** regular rate or the member may bank the equivalent number of hours. The statutory entitlement is equal to the number of daily hours worked most frequently in the pay period in which the statutory holiday falls.

8.05 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 City as the day in lieu of the Holiday), the premium pay shall be paid with respect to the Monday and not with respect to the Saturday or Sunday. With respect to members working shifts, premium pay shall be paid on the actual holiday and not on the Monday following.

8.06 If a Statutory or declared holiday falls during the annual vacation of a member, **they** shall be entitled to an additional day off at the discretion of and with the approval of the Chief of Police or designate.

8.07 If any Governmental Body, whose authority is binding in these matters proclaims a holiday, it will be recognized as a legal holiday except when replacing a holiday named in this Article, in which case, the proclaimed holiday only shall be recognized.

9.00 ANNUAL VACATIONS

9.01 In the first (1st) calendar year of a member's service in the Lethbridge Police Service, the member shall receive no annual leave.

All members while remaining in the continuous regular employment of the Lethbridge Police Service shall be entitled to annual vacation leave with pay at the regular rate, provided that a member entering the service after the fifteenth (15th) of any month, will be considered for vacation entitlement purposes to have entered the following month.

Month Entering Service

January	120 hours
February	112 hours
March	104 hours
April	88 hours
May	80 hours
June	72 hours
July	64 hours
August	48 hours
September	40 hours
October	32 hours
November	24 hours
December	8 hours

In the second (2nd) calendar year of continuous employment, the member shall receive vacation, in accordance with the above scale for the previous calendar year worked.

Members shall be entitled to:

One hundred twenty (120) hours vacation with pay in the third (3rd) calendar year of continuous employment.

One hundred sixty (160) hours vacation with pay in the seventh (7th) calendar year of continuous employment.

Two hundred (200) hours vacation with pay in the sixteenth (16th) calendar year of continuous employment.

Two hundred forty (240) hours vacation with pay in the twenty-third (23rd) calendar year of continuous employment.

If a member leaves the Lethbridge Police Service prior to completing one (1) year's service with the Lethbridge Police Service (thus entitling **them** to the vacation entitlement referred to above), **they** shall be paid four (4) percent of **their** regular earnings.

9.02

A member may be permitted to accumulate a bank annual leave as follows:

after two (2) years or more of continuous service, one hundred twenty (120) hours;

after ten (10) years or more of continuous service, one hundred sixty (160) hours;

after twenty (20) years or more of continuous service, two hundred (200) hours.

Members can bank up to 48 hours of leave on an annual basis without approval. Requests for banking leave greater than 48 hours in any given year will require the approval of the Chief of Police or designate.

9.03 When requested, annual leave shall be granted as soon as practicable after the end of the first calendar year in which the member commenced **their** service.

9.04 Any member(s) who is detailed for duty for any purpose whatsoever, including any court attendances which arise or are necessary as a result of being a Peace Officer, during **their** annual leave shall be entitled to another full day of leave for each portion thereof that **they are** required to travel to and from as well as perform **their** duties. Weekly leave days immediately prior to or after scheduled annual leave shall be considered as annual leave for the purposes of this Article and Clause 9.05. The annual leave must be approved prior to the service of the court notice upon the member.

9.05 All necessary and reasonable travel expenses including food and lodging actually incurred by a member(s) in returning from vacation to undertake any duty required of him during annual vacation, shall be paid by the Employer and including, when applicable, all such expenses of returning to the place from which the said member had to return to undertake such duty.

10.00 WORKING HOURS

10.01 Other than the attached Letter of Agreement #3 the regular work week shall be five (5) work shifts of eight (8) hours each, and the regular work day shall be a work shift of eight (8) hours provided that each member shall be entitled to a one-half (1/2) hour meal period in each daily work shift, except as otherwise agreed upon by the Police Association and the Lethbridge Police Commission.

10.02 Except as otherwise agreed between the Association and the Employer, all hours a member is authorized to work in excess of forty (40) hours per week or eight (8) hours per day will be either overtime or court time and shall be paid for at the applicable rates set out herein.

10.03 All members shall be entitled to receive two (2) days off duty each week.

11.00 DISABILITY - MEMBERS

11.01 Permanent members are entitled to the benefits provided through the Disability Partnership Plan.

11.02 OCCUPATIONAL DISABILITY

The Employer agrees to pay wages to permanent members covered under this agreement, with three (3) months of continuous service, for absences caused by occupational accident coming within the terms of the Worker's Compensation Act of Alberta under the following conditions:

- (i) 100% of the member's wages for any one absence up to but not exceeding twenty six (26) weeks.
- (ii) Compensation is payable by the Worker's Compensation Act of Alberta for the period of the absence.
- (iii) The member has produced a medical certificate signed by a fully qualified medical practitioner or a fully qualified chiropractor stating that the member was unable to work.
- (iv) Compensation monies received with the exception of "Crimes Compensation Awards" are paid over to the Employer.
- (v) The member has notified the Duty Staff Sergeant of **their** inability to work.

11.03 Where the Employer has reason to doubt the justification for the cause of absence, the employee, after written notification, shall be required to submit medical evidence satisfactory to the Chief of Police or designate for any future absences. This requirement shall extend for a period of six (6) months following the written notification. Failing this, the employee may be requested to terminate **their** employment with the Employer or not be paid any wages for the period of absence in question.

11.04 A member absent by sickness or non-occupational injury will receive pay and benefits as provided for in Clause 11.01.

11.05 A member will be allowed to accumulate up to a maximum of twenty (20) hours in each year of service toward retirement to a lifetime maximum of five hundred (500) hours. This time may only be utilised at retirement, termination, or a period of unpaid leave of absence. The amount of time accumulated will be reduced by five (5) hours for each absence caused by non-occupational sickness or injury in a year to a maximum of twenty (20) hours (4 absences per year).

11.06 If a member has a non-occupational illness or injury for three (3) days or more while on earned vacation, those days shall not be considered vacation, but shall be considered as sick time, if the member produces medical evidence to support the claim.

- 11.07 If the Employer so requests and has reason to doubt justification for the cause of absence, the employee must produce medical evidence satisfactory to the Chief of Police or designate when the working day prior to or following any requested leave period is taken as a sick day.
- 11.08 The provisions of this Article will apply when a member is attending a training course approved and paid by the Lethbridge Police Service, and when the member is in direct route to or from such course, whether or not the member is being paid for travelling time.
- 11.09 An Employer requested medical assessment becomes the property of the Employer.
- 11.10 It is the member's responsibility to notify the Duty Sergeant at least one (1) hour before, but in any case not later than, the member's regular time of starting work or any special time that the member may have been called out if the member is unable to work.

11.11 Continuation of Benefits While Ill or Disabled

- (a) A permanent member who is absent from work because of non-occupational illness or non-occupational disability shall continue to enjoy core Extended Health Care and core Dental Coverage without benefit premium costs until the member has been absent for a period of twelve (12) months.
- (b) A permanent member who is absent from work because of an occupational illness or occupational disability shall continue to enjoy core Extended Health Care and core Group Dental coverage without benefit premium costs until the member reaches thirty (30) years of service.

11.12 Accommodation

The Employer and the Association recognize that there is a joint obligation and responsibility to address accommodation issues as they arise for members.

12.00 PROMOTIONS

- 12.01 In the event that there is a promotion requiring filling from the rank of Constable or any higher rank, then the probationary period required to qualify for such promotion shall not exceed six (6) months from the date that the member is appointed. Promotions will be made within one hundred and eighty (180) calendar days. It is understood that promotions will be automatically confirmed upon the completion of the probationary period. The exception shall be that if in the judgement of the Chief of Police, the

member under probation proves not qualified to fill the promotion, **they** may terminate the period of probation and withdraw the opportunity for promotion. This act of termination must however, be invoked prior to the date that the probationary period terminates and the Chief of Police must, in all cases, give reasons to the member for the withdrawal.

12.02 (a) Promotions shall be filled and made from qualified members in the required or lower rank having the knowledge, skills, ability, seniority and education and the member that is, in the opinion of the Chief of Police and Senior Officers, best qualified, shall be entitled to the promotion.

(b) Temporary Acting Appointments shall not exceed one hundred and eighty (180) calendar days, at which time a promoted member will permanently fill the position/vacancy. A member may be in a Temporary Acting Position beyond one hundred and eighty (180) calendar days when relieving a member who is absent as a result of accident or illness, without the promotion to that rank being confirmed.

12.03 No rank other than Constable, Sergeant or Staff Sergeant shall be created during the life of this agreement except through negotiations with the Association. All members shall hold one of the said listed ranks and shall be paid according to the pay classification set out in Appendix "A", on the basis of the job content and responsibilities assigned and performed that correspond to one of the listed ranks.

12.04 A constable shall not be eligible to participate for promotion until their fifth (5) calendar year of continuous employment with the Lethbridge Police Service.

Newly Created Positions

12.05 When a newly created position is developed members shall be advised to provide a written expression of interest in the position. The selection of a member for filling a newly created position shall be at the discretion of the Chief of Police, or **their** designate.

Transfer Eligibility

12.06 Each new and re-enlisted member shall serve for a minimum of eighteen (18) months in the Patrol Operations Section, Public Service Unit or Traffic Response Unit before being eligible for transfer.

12.07 When position vacancies at the rank of Sergeant or Staff Sergeant, or Constable positions (excluding Patrols) occur, the position shall be posted for members of the same rank to express interest in being included in consideration to fill the vacant position.

Selection to fill the vacancy will remain with the Chief of Police or designate. Selection of a member to fill the vacancy will not be restricted solely to those members who submitted their expression of interest.

In the event that an operational need exists, the Chief of Police or designate may make a selection with or without a posting.

13.00 COURT TIME

13.01 Overtime referred to in this Article, is as defined in Article 7.00 - Overtime.

13.02 (a) 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 shift, **they** shall be allowed a court time credit of a minimum of two (2) hours at overtime rates, for each attendance (morning or afternoon) provided that no member shall be credited for more than one (1) court appearance in the forenoon and one (1) in the afternoon of any one (1) day.

(b) When a member is required to and does attend meetings with the Crown during off duty hours, in relation to a judicial or quasi-judicial matter, arising out of a member's police duties, **they** shall be allowed a credit of a minimum of two (2) hours at overtime rates.

13.03 On a day a member finishes **their** last shift at or between 0200 hours and 0800 hours, the minimum court time credit allowed for one court appearance (a.m. or p.m.) shall be three (3) hours at overtime rates. If a member attends court in both the forenoon and the afternoon of the same off-duty day, they shall be credited with a minimum of six (6) hours at overtime rates.

13.04 On one of a member's off-duty days, the credit allowance for one court appearance (a.m. or p.m.) shall be four (4) hours at overtime rates. If a member attends court in both the forenoon and afternoon of the same off-duty day, **they** shall be credited with a minimum of eight (8) hours at overtime rates.

13.05 When a member is on vacation and is called to appear in court, **they** shall be paid eight (8) hours at overtime rates.

13.06 Any member scheduled to appear in court during hours other than those for which **they are** regularly scheduled to work shall, in the event of the cancellation of the court appearance, be given notice of such cancellation either prior to the end of **their** last regular shift worked or eight (8) hours in advance of the court appearance, whichever is the lesser. Should **they** not be notified of the cancellation, **they** shall be paid at the prescribed rate of court pay. Members who have telephone answering machines, and who have been contacted by the Lethbridge Police Service by having a message

left on the answering machine are considered to be duly notified of a court overtime cancellation by the Employer.

13.07 In the event a member has requested and has received approved accumulated time off, and is subsequently required to attend court, **they** shall have the option of cancelling **their** request for accumulated time off or may receive a court time credit of not less than two (2) hours at overtime rates, for each attendance (morning or afternoon) provided that no member shall be credited more than one (1) court appearance in the forenoon and one in the afternoon of any one (1) day.

13.08 If a member of the Patrol Section is between scheduled night shifts and is required to and does attend Court in both the forenoon and the afternoon, to carry out **their** duties as a Police Officer, the member shall not be required to report to work until 2300 hours that evening. The member will be paid regular pay beginning at their regular shift start time. The member shall still be entitled to all court overtime provisions located within the agreement.

14.00 MEMBERS BENEFITS

14.01 All eligible members shall be eligible for coverage under the Flexible Benefit Plan.

14.02 The benefits provided to members under the plan will be in accordance with the terms and conditions of the benefits plan contracts. The Employer reserves the right to contract employee benefit services with any carrier provided substantially the same benefit coverage is retained.

14.03 The monthly premium costs for core benefits will be paid as follows:

a) Premiums for Core Extended Health Care and Core Dental Care will be 100% paid by the Employer.

b) Premiums for Basic Life Insurance will be 100% paid by members.

14.04 The Employer will contribute flexible credits to eligible members calculated at 100% of the Employer cost reduction resulting from the reallocation of benefit premium costs. The Employer's cost reduction due to reallocation of benefit premium costs will be calculated on an annual basis, and any reduction will be averaged amongst the flexible benefit accounts of all eligible members.

14.05 Eligible members may opt-up, opt-down or opt-out of the Core Extended Health Care Plan in accordance with the terms of the flexible benefit plan. Premium costs for opt-up coverage will be 100% paid by employees participating in the opt-up plans. Flexible credits for opt-out or opt-down coverage will be calculated at 75% of the Employer cost reduction.

14.06 Eligible members may choose to apply for optional life insurance benefits and optional AD&D coverage. The premiums for these voluntary benefits will be 100% paid by members participating in these plans.

14.07 Costs for the administration of the flexible benefit plan will be paid 100% by the members. Member contributions will be deducted from flexible credits on an annual basis.

14.08 The benefit plan year is from January 1 to December 31.

15.00 LEAVE OF ABSENCE

15.01 (a) A request for leave of absence without pay will be granted whenever practicable to not more than four (4) members to attend to Association business or an Association meeting. Such requests are to be submitted to the Chief of Police or designate, if possible, at least two (2) weeks prior to the first (1st) day of requested leave.

(b) It is agreed that the Employer will allow members of the Lethbridge Police Association Board of Directors to request a special leave of absence to conduct Police Association business, subject to operational requirements. Hours will be recorded and approved by the appropriate Supervisor.

Hours recorded to the applicable Time Reporting Code (TRC) for Union Business will be invoiced back to the Association as follows:

To ensure that the Member will suffer no loss in regular earnings and benefits, the City will pay the Member **their** regular salary on a straight time basis.

All Hours recorded to the applicable TRC will be charged the Employee Wellness and Security (EWS) percentage to cover benefit costs and will be reimbursed by the association:

All wages and EWS costs above 300 hours will be invoiced back to the Association.

Any Overtime and EWS costs associated with replacing Association members will also be invoiced back to the Association on a quarterly basis.

15.02 Members, to a maximum of four (4) acting in the capacity of Association negotiators, shall be granted leave of absence as required with no loss in pay for the purpose of appointed meetings with the Employer, Conciliator or Board of Arbitration.

15.03 MATERNITY AND PARENTAL LEAVE

Both the Employer and the Association recognize Maternity and Parental Benefits of the Employment Standards **Code** of Alberta.

- (a) Employees on **maternity and/or parental leave** may elect to continue Core Extended Health Care and Core Group Dental Coverage for the duration of their leave provided that they undertake to pay 50% of all premium costs of these benefits.

Such employees may also elect to continue to contribute to the Special Forces Pension Plan. If such an election is made the Employer will also continue to make the required employer contributions during the period of absence.

Any other benefits the member is entitled to may be continued during this leave at the member's discretion and expense.

- (b) **Maternity and /or Parental Leave** shall be made available to all members **and follow the guidelines in effect as per the Employment Standards Code of Alberta.**
- (c) The member shall advise the Chief of Police or designate as soon as practical of **their** pregnancy and estimated date of delivery. The member shall give at least two weeks' notice in writing of the date the member intends to commence Parental Leave. If the member intends to extend **their** Parental Leave past the fifteen (15) week minimum **they** shall advise the Chief of Police in writing five (5) weeks prior to the expiration of the fifteen (15) week period. The member shall advise the Chief of Police in writing at least two (2) weeks prior to **their** intention to resume normal duties. Upon **their** return to duty the member will supply a medical certificate stating **they are** able to resume **their** normal duties. Upon the member returning to duty **their** benefits will be restored to reflect the current contributions and coverage.
- (d) No member shall lose seniority during **Maternity and /or Parental Leave**. The member will be re-instated at the rank that would have achieved had the member not been on **Maternity and /or Parental Leave**.
- (e) If the Chief of Police is of the opinion the member's pregnancy interferes with the performance of **their** duties, the Chief of Police may in writing advise the member of this opinion and require the member to commence Parental Leave twelve (12) weeks or less than the estimated date of delivery.
- (f) During the first 15 weeks of maternity leave, an employee in receipt of payments from Employment Insurance benefits shall, be paid by the City

the difference between their regular wages and Employment Insurance payments so that the two combined would equal ninety-five percent (95%) of their full **regular** pay. This supplementary compensation is contingent upon the employee receiving Employment Insurance Benefits, which the City may require proof of.

(g) Members shall remain entitled to all benefits of the disability partnership plan prior to the birth of the child and, if required, after the first 15 week period of maternity leave.

(h) PATERNITY LEAVE

Paternity leave shall be granted with pay to all male employees for one working day for either the birth or adoption of **their** child. Paternity leave may be claimed only for the day of the birth/adoption of the child, the day immediately preceding or immediately following the birth/adoption, or the day the child is discharged from the hospital.

15.04 LEAVE

An employee may be granted leave without pay only insofar as the operation of the Lethbridge Police Service will permit at the discretion of the Chief of Police. The maximum leave allowed under the clause is **one (1) year**. Requests for extensions of leave that are requested prior to the expiration of the leave may be considered by the Chief of Police.

15.05 RETURNING FROM LEAVE

A member returning to duty from a leave of absence shall ensure that required training and certifications are updated at the earliest available opportunity. Costs for such training will be paid by the Employer in accordance with Article 27.

16.00 THIS ARTICLE INTENTIONALLY LEFT BLANK

17.00 MANAGEMENT'S RIGHTS

Management of the Employer and the direction of the working force are vested solely and exclusively with the Employer, and shall not in any way be abridged except by specific restrictions as set forth in this agreement.

18.00 COMPASSIONATE LEAVE

18.01 All members covered by this agreement may be entitled to compassionate leave up to a maximum of three (3) days with pay at the rate being paid on the working day prior to going on leave on the death of an immediate relative or spouse's immediate relative as follows: son, daughter, spouse (including common law spouse), mother, father, sister, brother, grandmother, grandfather, and legal guardians or any other relative or step-relative at the discretion of the Chief of Police or designate upon the member providing notification for compassionate leave. Requests for additional time off may be submitted to the Chief of Police for consideration.

18.02 If the member requires travelling time exceeding the maximum of three (3) days covered in this clause, the member may apply to the Chief of Police or designate for travelling time up to a maximum of two (2) days.

18.03 The Chief of Police or **their** designate shall grant the member leave without pay not to exceed **(48) Hours** in any one calendar year under the following rare or emergency circumstances:

- a) To provide for the immediate and temporary care of the sick member of the member's family and to provide the member with time to make alternative care arrangements where the illness is of a longer duration;
- b) To provide for the immediate and temporary care of an elderly member of the member's immediate family;

Following the leave, the member may elect to debit their ATO bank or annual leave on an hour for hour basis.

19.00 SHIFT DIFFERENTIAL

Members who work 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 (\$1.00) dollar per hour.

Payment of shift differential is subject to the following conditions:

- (a) A shift differential shall be paid only for the member's shifts actually worked.
- (b) Shift differential shall not be paid for any hours of work, which are paid on an overtime basis.

20.00 WAGES

20.01 Each member(s) shall be paid a wage or salary at the rate specified in the attached Appendix "A" for the applicable rank and pay classification of such member.

20.02 Wages shall be paid to members bi-weekly.

20.03 Service Pay

Every member shall receive service pay as follows:

In the 20th calendar year of continuous service \$750 per annum.

20.04 (a) When a member above the rank of Constable is away on annual vacation, sick leave, weekly leave, accumulated time off, or special leave for (4) hours or more, the Chief of Police or **their** designate must appoint forthwith, a member to relieve this member **if they are** be expected to carry out the majority of duties in the rank **they relieve**. When a member is appointed to relieve on a temporary basis in a senior position within the terms of this agreement, **they** shall be paid the rank immediately above **their** regular rank. However, those ranks which do not have supervisory responsibilities are excluded from this provision.

The Chief of Police will provide a list of excluded positions yearly to the Association upon written request.

(b) When a member above the rank of **Sergeant** in the Criminal Investigation Division is absent for three (3) working days or longer, the Chief of Police or **their** designate will appoint a relief.

(c) A member appointed to relieve in a temporary acting position shall receive the higher rate of pay only for those hours the relieving member actually carried out the duties of the higher rank.

After the member has relieved in the position continuously for 200 hours, the relief member's pay classification will change to the higher classification where the member is reasonably expected to continue the temporary acting position. It is understood that at the conclusion of the temporary acting appointment the member shall revert to the former classification.

Continuous relief shall mean only those hours the relief member was scheduled to work and did work in the relief position, and shall include up to 48 hours absence for any reason during the first 200 continuous hours.

- 20.05 All members shall attain the pay classification of First Class Constable upon successfully completing fifty-four (54) months service with the Lethbridge Police Service.
- 20.06 Any member who is a trained Field Training Officer (FTO) and is required to assume the duties of a Field Training Officer (F.T.O.) shall be paid an extra \$2.00 per hour for all hours worked as an F.T.O. A Minimum of one (1) hour acting as an FTO working with the recruit must be completed to be eligible for the \$2.00 premium. If the FTO hours are shared between different FTO's, the FTO pay shall not exceed the total recruit shift hours. The selection of FTO shall remain solely with the Chief of Police or **their** designate.
- 20.07 Senior Constable Pay
- The pay classification of Senior Constable I shall be provided to First Class Constables who are in their eight (8th) year of continuous employment with the Lethbridge Police Service.
- 20.08 The pay classification of Senior Constable II shall be provided to members who are at the Senior Constable I pay classification and who are in their eleventh (11th) year of continuous employment with the Lethbridge Police Service.
- 20.09 Active Canine members shall receive an allowance of one hundred (\$100) dollars per month while in the Canine Section.

21.00 EXPERIENCED OFFICER PROGRAM

Experienced Police Officers with a minimum of two (2) full years of experience, including basic training with another Police Service, may be hired at the rate of pay consistent with their complete years of experience, but no higher than the First Class Constable rate of pay or the rank of Constable. Such officers must be eligible for or hold an "honourable discharge" from their previous Police Service. Basic training may be abbreviated. Except for the rate of pay as stated above, all service-related entitlements and requirements under the collective agreement including promotions, transfers and benefits such as seniority and vacation shall commence in the same manner as they do for a new member.

22.00 CLOTHING AND EQUIPMENT

- 22.01 Any member(s) assigned to plainclothes duty shall receive an annual allowance of one thousand two hundred dollars (\$1,200) payable in two (2) equal installments which will be deposited on the pay cheque immediately following January 1st and July 1st. Where a member(s) is absent from duty for three (3) months or more, the annual allowance shall be pro-rated.

- 22.02 In the event that the member has served in plainclothes duty continuously for less than three (3) months, subsequent to the receipt of either payment, the member shall refund one-half (1/2) of the last payment so received.
- 22.03 Any uniformed member(s) assigned to work in plainclothes for a period of thirty (30) days or more in each year, consecutively or otherwise, shall receive a clothing allowance of 1/12th of the allowance as indicated in Clause 22.01 for each thirty (30) days worked in each year but limited to the amount of annual allowance provided in this agreement.
- 22.04 Every uniformed member shall be issued clothing and equipment as required.
- 22.05 The member receiving the clothing allowance is required to keep **their** clothing clean and in good repair and in the event of **their** clothing being damaged in the execution of **their** duties, such clothing may be repaired or replaced at the expense of the Lethbridge Police Service, if authorized by the Chief of Police or designate.
- 22.06 All uniformed members will receive an annual cleaning allowance of two hundred dollars (\$200), for the purpose of cleaning pants, tunics, hats, winter jackets and coats. The cleaning allowance will be payable in two (2) equal instalments which will be deposited on the pay cheque immediately following January 1st and July 1st.

Plain clothes members will continue to receive an annual cleaning allowance of three hundred dollars (\$300).

23.00 DEATH AND DISABILITY BENEFITS

- 23.01 In this part:
- (a) Salary shall mean the **regular** rate of pay as from time to time set forth in the pay schedule forming part of this agreement, and where schedule sets forth pay ranges, it shall refer to the step in the range received by the member at the time of death or disability, but **does not include service pay or premiums.**
 - (b) "Dependent Child" of a member means the child of a member who is an unmarried person under the age of 18 years.
- 23.02 If a member(s) is killed as a direct result of the performance of **their** duties, the following shall apply:
- (a) In the event of the death of a member, the Employer shall guarantee to the spouse or dependent children, an amount equal to the amount of the bi-weekly salary such member would have received if living and continued in the employ of the Employer in the same or equivalent classification in which such member was employed at the time of death.

- (b) In the event the deceased member dies a widower, or upon the subsequent death of **their** spouse, the Employer shall pay to the trustee of **their** estate or the guardian of the deceased member's children, two thirds (2/3) of the amount the spouse and dependent children would have received pursuant to Clause 23.02 (a), which sum shall be reduced proportionately upon each child of the deceased member reaching the age of eighteen (18) unless the payments derived from other sources at that time, e.g. Workers' Compensation, Pension Annuities and Insurances, proves to be greater, in which case the greater benefits shall apply.

23.03 In calculating the amount to be paid by the Employer in any month, the following items shall be deducted from the salary from time to time in effect:

- (a) Any taxes and statutory **deductions** required by law.
- (b) With respect to the portion of any pension, annuity or insurance settlement to which the Employer has contributed to, and in the event of the foregoing benefits taking the form of a lump-sum settlement, rather than a monthly allowance; such settlement shall be spread over a ten (10) year period to determine the monthly amount to be deducted. In the event the member dies prior to the 10 year period being completed, the Employer will only utilize those one-tenth annual portions, for the years the member lived, and the remaining portions of the lump-sum settlement will be forwarded to **their** spouse, children, estate, etc. as befits the case. It shall be the responsibility of the member's estate to apply for every benefit available before taking advantage of the provisions of this clause.

23.04 The Employer's liability hereunder to the spouse shall cease:

- (a) In the event the spouse remarries, the amount payable of the gross applicable salary shall reduce by one-third (1/3).
- (b) In the event the spouse enters into a common-law relationship as defined in the Workers' Compensation Act, the amount payable of the gross applicable salary shall reduce by one-third (1/3).
- (c) In the event of the death of a member leaving no spouse but a dependent child or children, payments shall cease when dependants reach the age of 18 years.
- (d) Payments will not be continued beyond the date the member would have accumulated thirty (30) years of pensionable service under the Special Forces Pension Plan, at which time such deceased member would have been eligible for retirement superannuation benefits from the Employer had the member's death not occurred.

- (e) In the event a spouse abandons or deserts any dependent children, the Employer shall have the right to direct that any payment forthcoming, by virtue of these provisions, shall be paid to any court appointed guardian for the benefit of the children.

23.05 Disablement Benefits

- (a) In the event a member becomes disabled while performing **their** duties as a Police Officer and is unable to perform assigned duties as a member of the Lethbridge Police Service, the Employer shall guarantee to the member any amount equal to the amount of bi-weekly salary such member would have received in the same or equivalent classification in which employed at the time the disability occurred.
- (b) In calculating the amount to be paid by the Employer in any month, the provisions of Clause 23.01 respecting deductions shall apply with the necessary changes.
- (c) In no event shall payment be continued beyond thirty (30) years of service.

23.06 Reduction by Employer of Amount Payable

- (a) In the event that a member recovers from a disability to the extent of being capable of gainful employment, becomes so employed, and receives remuneration therefrom which is less than the entitlement under this agreement, such amount shall be paid, assigned, or delivered to the Employer by the member or such other equivalent arrangements as shall be determined by the Employer.
- (b) In the event that a member recovers from the disability and becomes gainfully employed and received remunerations therefrom which is in excess of what the member would have been entitled to have been paid under this agreement, the responsibility of the Employer for further payments shall cease.
- (c) In the event that the Employer is satisfied that the member is unreasonably refusing to accept gainful employment, which the member is capable of performing, the Employer **shall** discontinue **all** payments **under Article 23.05**.

23.07 In the event of a dispute arising from medical grounds as to the validity of a claim for disability benefits, then, upon the application of either the Employer or the member concerned, the matter shall be referred to an independent medical practitioner whose findings shall be final and binding upon both the Employer and the member.

23.08 The Employer shall not be liable under the provisions of Clause 23.05 under the following conditions:

- (a) In the event of a member securing gainful employment, the remuneration for which exceeds the benefits payable under the provisions of this clause.
- (b) In the event of deliberate self-inflicted injury.
- (c) In the event the disablement resulted from an accident obviously not related to the member's duties and responsibilities as a member of the Lethbridge Police Service.
- (d) In the event the disablement resulted from an illness obviously not contracted by reason of the member's duties and employment as an employee of the Commission.
- (e) On or after the date such member would have reached thirty (30) years of service as per the provisions of the Special Forces Pension Plan.
- (f) In the event and on the date that an Income Continuance Plan is implemented provided the benefits of such plan are at least equal to the provisions of this Clause. However, should such Income Continuance Plan subsequently be terminated, the provisions of this Article shall forthwith be restored.
- (g) On death of the member, in which event the provisions of Clause 23.02 will apply.
- (h) **In the event of a member securing gainful employment, the remuneration for which is less than the benefits payable under the provisions of this clause, refuses or fails to comply with Article 23.06 (a), in which case, the Employer's obligations under Article 23.05 shall permanently cease.**

23.09 The provisions of this Clause will apply when a member is attending a training course, conference or other work related function approved and paid for by the Lethbridge Police Service, and when the member is in direct route to or from such training course, conference or other work related function, whether or not the member is being paid for travelling time.

24.00 STACKING OF PREMIUMS

In instances where more than one (1) premium is provided for work performed, a member shall only be paid the greatest of the premiums. Under no circumstances shall a premium be compounded by the application of another premium in

determining the rate of pay to be paid to a member.

25.00 PROTECTION

- 25.01(a) The Employer shall, in a timely manner, pay all reasonable legal expenses and cost with respect to any criminal or civil action (including Traffic Safety Act charges, Law Enforcement Review Board hearings, Fatality Inquiries and Commissions of Inquiry) taken against or in respect to a member or former member of the association arising out of such member's actions or omissions while engaged in the member's duties as a Police Officer, whether on duty or off duty, and shall indemnify and save harmless such member from any monetary award relating thereto. This shall not apply where the action of such member constitutes a gross disregard or gross neglect of duties as a police officer or in disciplinary matters.
- (b) Any member of the Association becoming aware of any claim or action being taken against the member with respect to such member's duties as a Police Officer shall immediately notify the Chief of Police and the City Solicitor with respect to same.
- (c) The City Solicitor, or designate, and a member of the Lethbridge Police Association will meet to establish a retainer agreement with appropriate Counsel to represent members in criminal actions. The retainer agreement will be reviewed and adjusted annually.
- (d) Any fine imposed by a criminal court or violation of a provincial statute or municipal bylaw is the responsibility of the employee. Any civil judgment or award against an employee will be dealt with as per 25.01 (a).
- 25.02 (a) A Committee, consisting of the Chief of Police or Designate, the City Solicitor, the Human Resources Manager and a member of the Lethbridge Police Association Board and/or their designate shall determine if an action against a member is eligible for protection or indemnification under this Clause. The affected member, or designate, as well as the Chief of Police, shall be afforded an opportunity to present their case to the Committee.
- (b) The Employer reserves the right to tax all accounts.
- 25.03 In the event that a member is partially incapacitated as a result of illness or injury, every effort shall be made to employ such member in the Lethbridge Police Service or elsewhere in the Civic Service, as befits the case.

26.00 CONDUCT

As per the Police Act and Police Services Regulation of Alberta as revised.

27.00 TRAINING

- 27.01(a) Members of the Service attending required service training courses or programs on off-duty hours as a student shall be paid the regular hourly rate for the period actually attended. Such hours expended in attending training courses shall not be included as hours of work, nor shall such attendance be considered as "call-out".
- (b) Where training is attached to the beginning or end of a regularly scheduled shift, such training shall not exceed two (2) hours in length unless mutually agreed otherwise.
- (c) 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 traveling for **in province** training to a maximum of five (5) hours. **Travel to out of province training will be credited to a maximum of 7 hours.**

27.02 Members attending a work related function outside the City of Lethbridge shall be entitled to a per diem expense allowance of ten dollars (\$10) for each night.

27.03 Members, attending training courses for a period of six (6) weeks or greater in duration shall be entitled to a fully paid trip home, for every six (6) weeks of the course. This trip can be used at any time during the course, providing the return of the member does not interrupt participation in the course. The member may elect to purchase air fare for the member's legal spouse in lieu of the member's return home. Upon the trip being completed the Employer will reimburse the member for travel costs of the member's legal spouse only. The cost of travel reimbursement will not exceed the amount paid for the member's travel to and from the course.

28.00 TERMINATION & LAY-OFF

28.01 If the Chief of Police intends to recommend to the Lethbridge Police Commission the dismissal of any Probationary Constable, that Probationary Constable shall be advised in writing of the reasons for such recommendation for dismissal, and further, shall have the right to have a representative of the Lethbridge Police Association present when the reason for the said recommendation for dismissal is given to that Probationary Constable.

Probationary Constables who receive notice of an intention to recommend dismissal shall be entitled to a hearing before the Chief of Police, as their opportunity to respond to the recommendation, to which they are entitled pursuant to s. 4(4)(b) of the *Police Service Regulation*. The process for any such hearing shall be as follows:

- (a) **a hearing before the Chief of Police for these purposes shall be based on written materials only, but the Probationary Constable, Lethbridge Police**

Association and the Lethbridge Police Service each shall have the opportunity for an oral response in addition, if the Probationary Constable chooses to make an oral response;

- (b) at the time of notifying the Probationary Constable of the intended recommendation for dismissal, the Chief of Police also shall set a deadline of fourteen (14) calendar days for the Probationary Constable to advise the Chief of Police whether or not the Probationary Constable will exercise a right to a hearing, including whether the Probationary Constable wishes to make an oral response in addition to filing a written submission;
- (c) if the Probationary Constable elects to request a hearing, then the Chief of Police shall set and advise the Probationary Constable of a deadline of twenty one (21) calendar days for the filing of written submissions, and then a subsequent date for the presentation of any oral response, if required;
- (d) the Probationary Constable will be entitled to bring a member of the Lethbridge Police Association that represents the officer and/or legal counsel;
- (e) after the filing of written submissions, and the presentation of oral submissions, if any, the Chief of Police shall render a written decision within fourteen (14) calendar days.

29.00 LONG TERM DISABILITY

If a member is absent due to sickness or non-occupational or occupational injury for a continuous period of six (6) months or more, **they** shall not be entitled to accumulate vacation and holiday credits, from and after the six (6) months continuous absent date and until they have returned to work.

30.00 SPECIAL FORCES PENSION

The Employer agrees to continue to participate in the Special Forces Pension Plan subject to the terms, conditions and limitations of the Special Forces Pension Act.

30.01 Contribution Rates

Contributions by members and the Employer shall be made in accordance with the agreement now in force between the Special Forces Pension Plan Board and Alberta Treasury. Any changes in future contributions shall be determined through the governance legislation or other regulatory instruments put in place by the Alberta Government and the Special Forces Pension Board.

30.02 Prior Service

Any member now purchasing or who in the future wishes to purchase, as pensionable service, any prior service to which **they** may be entitled shall be solely responsible for the cost of that purchase.

30.03 Retirement

Retirement shall be governed by the Provisions of the Special Forces Pension Act.

30.04 Greater Repayment Arrangements

In the event the Association or any member is able to arrange with the Special Forces Pension Board for a payment scheduled for the payment of any past or current service deficiency more favourable than that provided above, the members concerned may take the advantage of that payment schedule and the Employer agrees to make any necessary payroll deductions to accomplish same.

31.00 INCORRECT PAYCHEQUE


Should the Employer issue an employee with an incorrect paycheque, the Employer shall make the necessary monetary adjustment and/or take such internal administrative action as is necessary to correct such errors at its earliest convenience.

IN WITNESS THEREOF THE PARTIES HAVE SET THEIR HANDS AND SEALS

**LETHBRIDGE POLICE
COMMISSION**

**LETHBRIDGE POLICE
ASSOCIATION**


CHAIR


PRESIDENT


SECRETARY

CITY OF LETHBRIDGE



MAYOR



CITY CLERK


**CITY OF LETHBRIDGE
BARGAINING COMMITTEE**

**LETHBRIDGE POLICE ASSOCIATION
BARGAINING COMMITTEE**


Paul Rocca

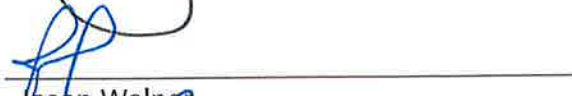

Jason McMillan


Gerald Grobmeier



Marc Gaumont



Jason Dobirstein

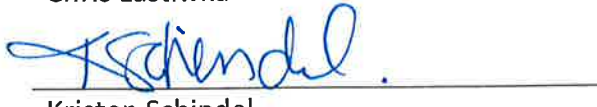

Stewart Kambeitz


Jason Walper


Allistair Koop


Russell Lawrence


Chris Lastiwka


Kristen Schindel

2021 – 2024 Rates

Pay Classification	Job Code	Index	1/1/2021	1/1/2022	1/1/2023	1/1/2024
			2.00%	2.90%	2.50%	2.50%
Acting Inspector	301C	142%	\$73.51	\$75.64	\$77.53	\$79.48
Staff Sergeant	303B	132%	\$68.34	\$70.32	\$72.07	\$73.88
Sergeant	301B	120%	\$62.12	\$63.92	\$65.52	\$67.16
Senior Constable - Level 2	303A	109%	\$56.43	\$58.06	\$59.51	\$61.01
Senior Constable - Level 1	302A	105%	\$54.36	\$55.93	\$57.33	\$58.77
Constable 1st Class	301A	100%	\$51.77	\$53.27	\$54.60	\$55.97
Constable 2nd Class (12 months)		90%	\$46.59	\$47.94	\$49.14	\$50.37
Constable 3rd Class (12 months)		80%	\$41.42	\$42.62	\$43.68	\$44.78
Constable 4th Class (12 months)		70%	\$36.24	\$37.29	\$38.22	\$39.18
Constable 5th Class (18 months)		65%	\$33.65	\$34.63	\$35.49	\$36.38
For annual rates use 2080 hours per year						

LETTER OF AGREEMENT #1
BETWEEN
THE CITY OF LETHBRIDGE
AND
THE LETHBRIDGE POLICE ASSOCIATION

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LETTER OF AGREEMENT #2
BETWEEN
THE CITY OF LETHBRIDGE
AND
THE LETHBRIDGE POLICE ASSOCIATION

RE: VOLUNTARY SEPARATION INCENTIVE OPTION (V.S.I.O)

The City of Lethbridge continues to face a dynamic environment where many of our Operating Units will experience change and reinvention of service delivery approaches. In some cases these changes will impact directly on employees attached to specific Operating Units. This program has been developed to provide an additional option to those already available within collective agreements or other Corporate policy.

Program Application

The Voluntary Separation Incentive Option (VSIO) will be activated by the Lethbridge Police Service to assist individuals affected by specific business change. When it is deemed appropriate by the Lethbridge Police Service to activate this program the Chief of Police, will identify the specific Employee Group eligible to make an application under the VSIO. The relevant Association leaders will be consulted and correspondence will be sent to each eligible employee with copies to the Association. Only the identified employees will be eligible to make application notwithstanding the following exception. Should an eligible employee have access to bumping options under a collective agreement and should such an employee exercise that option then the individual who has been bumped will become eligible to make an application under the VSIO.

Eligibility Criteria

- 1) Applicants must be members of the permanent work force (casual employees are not eligible).
- 2) Applicants must have a minimum of five (5) years continuous service with the City of Lethbridge and a minimum of five years seniority. In case where the applicant has worked continuously, but under two or more collective agreements, seniority will be cumulative for purposes of this policy.

Terms of the VSIO Program

- 1) A separation payment of one and one half (1.5) weeks of regular pay for each year of service up to five (5) years plus two (2) weeks of regular pay for each additional year of service to a maximum of fifty-two (52) weeks pay plus a lump sum payment of \$2,500.00.
- 2) Each year of continuous service with the City of Lethbridge will be counted towards the above calculation.
- 3) Applications must be accompanied by a written resignation date for no later than the date specified by the Chief of Police when the program is activated for the specific employee group.
- 4) Both the Chief of Police and the City Manager must accept the VSIO application before a separation payment is made.

Application Process

- 1) Each applicant will be notified concerning the acceptance or non-acceptance of their application.
- 2) Once the application has been accepted the applicant then must follow through with their resignation on the effective date.
- 3) Separation payments will be made in accordance with the wishes of the applicant and the legal requirements on the City.

Signed this 29th day of November, 2022 at Lethbridge, Alberta.

CITY OF LETHBRIDGE

LETHBRIDGE POLICE ASSOCIATION



Paul Rocca



Jason McMillan



Gerald Grobmeier



Marc Gaumont



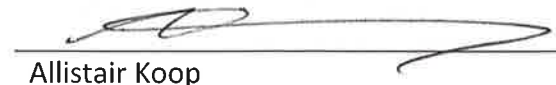
Jason Dobirstein



Stewart Kambeitz



Jason Walper



Allistair Koop



Russell Lawrence



Chris Lastiwka



Kristen Schindel

LETTER OF AGREEMENT #3
BETWEEN
THE CITY OF LETHBRIDGE
AND
THE LETHBRIDGE POLICE ASSOCIATION

PROVISIONS REGARDING COMPRESSED WORK WEEK APPLICABLE TO THE MEMBERS OF THE
LETHBRIDGE POLICE ASSOCIATION

PART A – GENERAL

1. The provisions contained in this letter of agreement apply to all members of the Lethbridge Police Association (“the Association”) working a compressed work week, as negotiated by the Lethbridge Police Association and the Lethbridge Police Executive. The provisions pertaining to compressed work week set out in this Letter of Agreement #3 will supersede the provisions of the Collective Agreement to which this Letter is attached. Where a conflict exists between provisions in the Collective Agreement and this Letter, the provisions of this Letter will apply.
2. All members who are on a compressed work week schedule and who are required to attend training courses shall attempt to have their scheduled days off varied in order that they neither gain nor lose time off as a result of reverting to an eight (8) hour day.
3. Definitions of the work day, the work week and weekly leave for those members on a compressed work week schedule shall be considered to have been revised to conform to the applicable compressed work week schedule. Employees working the compressed work week shall be entitled to annual vacation entitlement and sick leave entitlement based on an hourly conversion of such entitlements as set out in the Collective Agreement. These entitlements shall then be received by the employee on an hourly equivalent basis in application to the compressed work week hours.
4. A joint committee shall be established consisting of two representatives from the Service and two representatives from the Association. This joint committee shall have the purpose of reviewing the operations of the shift schedules contained in this Letter of Agreement #3 on an as-required basis and make recommendations, and to negotiate new shift schedules, without ratification, which shall be approved by both the Executive and the Board of Directors of the Association, except the Patrols Operation Section.

If either party identifies a need for a different or new shift schedule for any Unit/Section/Division within the Service, the Joint Committee shall meet and shall negotiate the shift schedule. These shift schedules shall be determined with genuine and meaningful input from the members working in those respective areas and subject to approval of the Staff Sergeant and Inspector in charge of those divisions. The Shift

Schedules may vary in length, conducive to their duties and responsibilities, taking into account quality of life issues.

Any changes in the shift schedule, excluding shift start times, for the Patrol Operations, outlined in Appendix "B" that have been negotiated with the Association and Executive will require ratification by the General Membership.

There will be a mandatory assessment after one year of implementation for any new or different shift schedules that have been negotiated.

Changes to shift schedules can be negotiated at anytime during the life of the Collective Agreement.

5. As it may relate to members working a 12 hour shift schedule, an Earned Time Off (ETO) Bank shall be created and administered by the City of Lethbridge. The intention of the ETO Bank is to manage the working hours so that the members will have worked 2080 hours per payroll year.
6. All members permitted to a work compressed work week shall be paid at a rate of forty (40) hours per week, together with any shift differential, overtime, or statutory pay, to which the member is entitled or any other earned entitlement, for actual hours worked during that week.
7. For the purpose of this letter of Agreement, a regular workday is defined as the day in which the member starts **their** shift. For clarification, an example is as follows:

Monday – the member begins work at 7:00 AM and finishes at 7:00 PM

Tuesday – the member begins work at 7:00 AM and finishes at 7:00 PM

Wednesday – the member begins work at 7:00 PM and finishes at 7:00 AM on Thursday

Thursday – the member begins work at 7:00 PM and finishes at 7:00 AM on Friday.

Monday, Tuesday, Wednesday and Thursday are considered regular workdays, Friday is considered Weekly Leave (off-duty day).

Shift start times shall be included on the shift schedules, and attached as Appendices.

8. A member required to attend court during the 24-hour rest period between the second day shift and the first night shift shall be paid at a rate as defined in Clause 13.02 of the Collective Agreement.
9. A member required to attend court on the day that **their** first night shift concludes and **their** second night shift begins (Thursday in the above example), shall be paid at a rate as defined in Clause 13.03 of the Collective Agreement.
10. A member required to attend court on the day that **their** second/last night shift concludes, shall be considered Weekly Leave, (Friday in the above example), and shall be paid at a rate as defined in Clause 13.04 of the Collective Agreement.

11. There shall be no training before or after a member's regularly scheduled shift or on a member's first weekly leave day when such training directly follows **their** last night shift.
12. When a member of the Service is required to work on **their** weekly leave (off-duty), the member shall be paid at the rate of two (2) times the member's regular rate of pay for all hours worked.
13. All hours worked by a member in excess of **their** regularly scheduled shift shall be paid at the rate of two (2) times the member's regular rate of pay for all hours in excess thereof.
14. Members required to work on a statutory holiday shall be paid in accordance with section 8 of the collective agreement.
15. Shift Differential shall be paid in accordance with Clause 19.00 of the Collective Agreement.
16. The Chief of Police may retard the start time for any member's dayshift or advance the start time for any member's nightshift without penalty for up to four hours of the scheduled start time in order to supply training for the members. Members shall be notified of the time and date that training is to commence thirty (30) days in advance along with the topic to be covered, to ensure adequate resources.
17. The terms of this Letter of Agreement shall be binding on the Parties and shall not be altered by any party except through negotiation.

PART B - PATROL OPERATIONS SECTION

1. Shifts shall be Twelve (12) continuous hours in length and shall follow the schedule set out in the attached Appendix "B"
2. On January 1 and June 1 of every year, members assigned to the Patrol Operations Section shall be credited half of the projected Earned Time Off (ETO) hours that the member will earn based on their schedule for the year. All Earned Time Off (ETO) shall be used prior to the end of the calendar year in which it was earned, and will be scheduled by the member with the approval of their Sergeant. All Earned time will be scheduled as a complete twelve (12) hour shift, unless otherwise agreed by the member. It is agreed that Accumulated Time Off may be used to make up the necessary time in order to have a completed twelve (12) hour shift off. This will occur in the same manner as Annual Leave and Accumulated Time Off are administered. A member who fails to use all of **their** Earned Time Off (ETO) prior to the end of the calendar year, shall lose entitlement to all remaining hours. The Team Sergeant is ultimately responsible and accountable for the administration of the Earned Time Off (ETO) for each member under **their** supervision and will use **their** best efforts to ensure that each member finishes each calendar year with a zero balance in **their** Earned Time Off (ETO) Bank. Under no circumstances shall Earned Time Off (ETO) be paid out in cash or transferred to another member.

3. Should a circumstance arise where a member used more Earned Time Off (ETO) during a year than **they** earned and is no longer able to earn additional Earned Time Off hours due to, but not limited to, a transfer, training leave, maternity leave, and/or extended illness or injury the member will be liable for the outstanding hours. These outstanding hours can be replaced by the member working the hours, transferring them from their Annual Leave Bank or Accumulated Time Off Bank. Under exigent circumstances the Chief of Police may permit a member to carry over Earned Time Off (ETO) over to the following year due to, but not limited to, a transfer, training leave, maternity leave, and/or extended illness or injury. The Chief of Police may conduct a review of a member's Earned Time Off (ETO) bank and may adjust such bank as necessary when the member is unable to accumulate Earned Time Off (ETO) hours.
4. A member who retires with a negative balance in **their** Earned Time Off (ETO) bank, shall have the outstanding time removed from the members Accumulated Time Off Bank.

PART C - PUBLIC SERVICE UNIT

1. This shift schedule shall be implemented consistent with Appendix "C"

PART D - CANINE SECTION

1. This shift schedule shall be implemented consistent with Appendix "D"

PART E - TRAFFIC RESPONSE UNIT

1. This shift schedule shall be implemented consistent with Appendix "E"

PART F – OTHERS UNITS WITHIN THE SERVICE

1. Subject to the provisions of PART "A" above, The shift schedules shall be implemented consistent with Appendix "F"
2. Any changes to the attached shift schedules, in Appendix "F", which represent the current and past practice must be approved by the Lethbridge Police Association Board of Directors, and shall not be altered by either party except through negotiation.

The undersigned Parties agree that this Letter will be attached to, and form part of the Collective Agreement between the Parties.

Signed this 29th day of November, 2022 at Lethbridge, Alberta.

CITY OF LETHBRIDGE

LETHBRIDGE POLICE ASSOCIATION



Paul Rocca



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LETTER OF AGREEMENT #4
BETWEEN
THE CITY OF LETHBRIDGE
AND
THE LETHBRIDGE POLICE ASSOCIATION

RE: PART TIME EMPLOYMENT

Both parties agree to examine the prospect of part time employment opportunities for interested members of the Service. The underlying principle being that it has to make good business sense from a Service and operations point of view. It is agreed by both parties that part time arrangements may be entered into.

The following principles will apply:

1. The opportunity to work part time will be on a voluntary basis.
2. Each member's request for part time employment will be considered on the basis of the needs of the employer and member.
3. The part time employment arrangement will be reviewed after three months from the start date of the position and as may be necessary thereafter.
4. Either party to this agreement has the option to discontinue the arrangement at any time providing a written notice thirty (30) days in advance. Upon discontinuation of the agreement the member will be returned to the first available fulltime position in Patrol Operations commensurate with the rank of the member.
5. Changes to the hours of work and/or work assignment may be necessary to ensure organizational fit, mutual benefit and economic viability. These changes shall be provided in writing and a minimum thirty (30) days in advance of any changes taking place.
6. Members shall be entitled to all benefits and provisions contained within the collective agreement. Members benefits shall continue to be accumulated based on their calendar years of service.
7. A member's annual leave entitlement for the year shall be pro-rated based on the numbers of hours worked bi-weekly.
8. Any hours worked by a member outside their regularly scheduled shift shall be regarded as overtime. If a member elects to voluntarily work extra shifts on their scheduled days off those hours are not subject to overtime rates (unless it pertains to an extension of duty on that shift).

9. The minimum hours of work eligible under this letter of agreement are 40 hours bi-weekly. No member may voluntarily be scheduled to work more than 40 hours weekly (Monday to Sunday). Any hours worked in one week past 40 hours shall be subject to overtime rates.
10. Part-time members shall only be eligible for pay duty assignments if there are insufficient full-time members volunteering for the pay duty assignments. All hours worked for pay duty assignments shall be paid at overtime rates.
11. All part time members are required to participate in the Special Forces Pension Plan and will be governed by the Special Forces Pension regulation and amendments thereto.
12. The premium for court attendance outside of working hours shall be in accordance with the court overtime provisions of the collective agreement.
13. Each situation of part time employment may mean different work assignments and shifts; the details of each arrangement will be more specifically identified in a memorandum and agreed to by the parties to this agreement.
14. All terms of the collective agreement apply to members on part time employment, except as agreed to in writing by the parties to this agreement.

Signed this 29th day of November, 2022 at Lethbridge, Alberta.

CITY OF LETHBRIDGE

LETHBRIDGE POLICE ASSOCIATION



Paul Rocca



Gerald Grobmeier



Jason Debirstein



Jason Walper



Russell Lawrence



Chris Lastiwka



Kristen Schindel



Jason McMillan



Marc Gaumont



Stewart Kambeitz



Allistair Koop

SHIFT PATTERN APPENDICES

Appendix "B"

Patrol Teams (12hr shifts)

	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
Team A	6	6	18	18					6	6	18	18					6	6	18	18					6	6	18	18
Team A1	7	7	19	19					7	7	19	19					7	7	19	19					7	7	19	19
Team B	18	18					6	6	18	18					6	6	18	18					6	6	18	18		
Team B1	19	19					7	7	19	19					7	7	19	19					7	7	19	19		
Team C					6	6	18	18					6	6	18	18					6	6	18	18				
Team C1					7	7	19	19					7	7	19	19					7	7	19	19				
Team D			6	6	18	18					6	6	18	18					6	6	18	18					6	6
Team D1			7	7	19	19					7	7	19	19					7	7	19	19					7	7
Support 1				8	8	8				8	8	8	8					15	15	15	15					15	15	15
Support 2				15	15	15	15					15	15	15					8	8	8				8	8	8	8

Appendix "C"

Public Service Unit (9hr shifts)

	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
Team 1		7	7	7	7				7	7	7	7	7			7	7	7	7			7
Team 2		7	7	7	7	7				7	7	7	7			7	7	7	7	7		

Appendix "D"

Canine (12hr shifts)

	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
Team A	14	14	19	19					14	14	19	19					14	14	19	19					14	14	19	19
Team B	19	19					14	14	19	19					14	14	19	19					14	14	19	19		
Team C					14	14	19	19					14	14	19	19					14	14	19	19				
Team D			14	14	19	19							14	14	19	19					14	14	19	19				14

Appendix "E"

Traffic Response Unit (10hr shifts)

	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1				14	14	17	17			7	7	7	7					14	14	17	17			7	7	7	7	
2			7	7	7	7					14	14	17	17			7	7	7	7					14	14	17	17
3		7	7	7	7				7	7	7	7				7	7	7	7				7	7	7	7		

Appendix "F"

Downtown Policing Unit (Cst – 12hr shifts; Sgt – 9hr shifts)

	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
Cst		9	9	12	14					9	9	14	14					9	9	14	14					9	9	14
Sgt		7	7	7	7	7			7	7	7	7				7	7	7	7	7			7	7	7	7		

	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
Cst	12					9	9	12	12					9	9	14	14				
Sgt		7	7	7	7	7			7	7	7	7				7	7	7	7	7	

Operational Intelligence Unit (Option #1 – 10hr shifts; Option #2 – 9hrs shifts)

	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
Option 1			7	7	7	7					13	13	13	13			7	7	7	7					13	13	13	13	
Option 2			7	7	7	7					13	13	13	13	13			7	7	7	7					13	13	13	13

CFSEU (10hr shifts)

S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	8	8	8	8					14	14	14	14			8	8	8	8						14	14	14	14

ICE (10hr shifts)

S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	7	7	7	7				7	7	7	7				7	7	7	7				7	7	7	7		

Crime Suppression Team (Days – 9hr shifts; Afternoons – 10hr shifts)

S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	14	14	14	14				8	8	8	8					14	14	14	14	14			8	8	8	8	

S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	14	14	14	14				8	8	8	8					14	14	14	14	14			8	8	8	8	

Economic Crimes Unit, Domestic Crimes Unit (9hr shifts)

S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	7	7	7	7				7	7	7	7	7			7	7	7	7				7	7	7	7	7	

Violent Crime Unit (10hr shifts)

S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	7	7	7	7				13	13	13	13	13			7	7	7	7				7	7	7	7	7	

Property Crimes Unit (9hr shifts)

S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	7	7	7	7				13	13	13	13	13			7	7	7	7				13	13	13	13	13	

NWEST (9hr shifts)

S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	7	7	7	7	7			7	7	7	7				7	7	7	7	7			7	7	7	7		

Forensic Identification Unit (4 Person Rotation)

Days (11hr shifts – 0600-1700hrs)

Afternoons (12hr shifts – 1200-2400hrs; 11hr shifts – 1300-2400hrs)

	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
Sgt (9hrs)		7	7	7	7				7	7	7	7	7			7	7	7	7				7	7	7	7	7	
Cst		6	6	12	13						6	6	12	12	13					6	6	6	12	13				

Forensic Identification Unit (5 Person Rotation)

Days (11hr shifts – 0600-1700hrs; 10hr shifts – 0600-1600hrs)

Afternoons (12hr shifts – 1200-2400hrs; 11hr shifts – 1300-2400hrs)

	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
Sgt (9hrs)		7	7	7	7	7			7	7	7	7				7	7	7	7	7			7	7	7	7	7	
Cst		6	6	12	13						6	6	12	12	13					6	6	6	12	13				

