



**AGREEMENT**

**BETWEEN**

**THE CITY OF LACOMBE**  
(Hereinafter called the "City")

Party of the First Part

and

**THE LACOMBE POLICE ASSOCIATION**  
(Hereinafter called the "Association")

Party of the Second Part

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**PREAMBLE:**

The Association and the City have bargained for the purpose of determining remuneration and working conditions of members of the Association, the Parties now therefore agree with each other as follows:

**DEFINITIONS:**

"ACTIVE GENERAL DUTY" shall mean the duties of a First Class Constable as defined in the Lacombe Police Service (LPS) Policy and Procedure Manual.

"CALL OUT" shall mean the summoning of a member back to their place of work during the member's off duty hours for the purpose of carrying out their Police duties.

"CHIEF OF POLICE" (Chief) shall mean the person appointed by the City of Lacombe with the duties as outlined in the Police Act. The Chief may delegate these duties as required.

"COMPRESSED WORK WEEK" shall mean a shift schedule based on 2080 hours per year with increased daily hours and a reduction in the number of days worked.

"CONTINUOUS EMPLOYMENT" shall mean continuous probationary and permanent employment with LPS and shall include time that a member may be off duty through illness or injury, or as otherwise specified herein.

"COURT" shall mean any Federal, Provincial, Municipal or Civic Tribunal acting in a Judicial or Quasi-judicial capacity and shall include Police Service, Board of Inquiries or hearings and meetings.

"COURT TIME" shall mean any attendance at any court inquiry or hearing by a member while they are not on duty to give evidence whether or not called upon to give evidence provided that the evidence was acquired by the Member in the performance of their duties.

"EARNED TIME OFF" means the method of balancing the annual hours to 2080 for members on a twelve (12) hour shift rotation.

"MEMBER" shall mean a person holding a rank or assigned to a position coming within the scope of this agreement.

"OVERTIME" means work in excess or outside of a member's scheduled hours of work.

"PREMIUM PAY" for the purposes of this agreement shall mean an additional one (1x) a members regular rate of pay for regular scheduled work on a statutory general holiday.

"REGULAR RATE OF PAY" means the rate of pay assigned to a member within the pay range of such position as shown in Schedule 1 of this Agreement.

"SENIORITY" shall mean the period of continuous employment commencing from the current sworn in date with the Lacombe Police Service.

"SERVICE" means the Lacombe Police Service.

"SET" means one (1) block of work. 12 hour shifts = 4 on 4 off; 8 hour shifts = 5 on 2 off

"SHIFT" for the purposes of this agreement, shall be comprised of a twelve (12), ten (10), or eight (8) hour work period.

“STANDARD WORK WEEK” shall mean a shift schedule based on 2080 hours per year – based on five (5) days per week and eight (8) hours per day.

#### **ARTICLE 1: Scope**

The scope of this agreement shall include all sworn members of the Lacombe Police Service who hold any rank below that of Inspector.

#### **ARTICLE 2: Recognition**

The City of Lacombe recognizes the Association through its accredited officers or representatives as the exclusive agent for those members covered by this Agreement for the purpose of collective bargaining with respect to wages, hours, fringe benefits, working conditions, pension or other terms or conditions of employment or service of members of the Association for the life of this Agreement.

#### **ARTICLE 3: Members on Association Business**

- (1) Association Executive Members and/ or Representatives of the Association Executive will be allowed a collective total of six (6) shifts in total off with pay, per year, to attend meetings of the Alberta Federation of Police Associations by giving two (2) weeks' notice and when in the opinion of the Chief, it will not conflict with other duties of the member. If this meeting falls on the member's regular day off, they will not receive any additional pay.
- (2) Members, to a maximum of two, acting in the capacity of Association negotiations will be granted leave of absence as required with no loss of pay for the purpose of attending a scheduled meeting related to negotiations with the City. Members will be required to give one (1) week's notice to allow for rescheduling.

#### **ARTICLE 4: Layoff and Recall**

- (1) In cases of reduction of the established strength through layoffs affecting members, the member with the least amount of seniority shall be the first laid off.
- (2) A member 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 becomes vacant within the two year layoff period.

#### **ARTICLE 5: Security**

- (1) For the life of this Agreement, the Police work of the City of Lacombe shall not be contracted to any outside Force or Agency other than the existing Service without the City having first served at least one hundred and eighty (180) days written notice of such intention upon the Association. Such notice shall be in the form of registered letter.
- (2) In the event Article 5: (1) above is invoked the City agrees to work with members in securing employment with the outside agency; alternatively the City will provide assistance in helping members find other employment solutions.
- (3) This clause, however, shall not be interpreted to prevent the Commission for the present City of Lacombe Police Service from requesting and accepting assistance from other police forces or agencies when the normal complement of the Force requires reinforcement during an emergency or when specialized or technical services are required.

**ARTICLE 6: Duration**

- (1) This agreement takes effect on January 1, 2021 and shall continue to December 31, 2025 and then year to year thereafter until notice to amend or terminate.
- (2) Such notice shall be given in writing not less than thirty (30) days or more than ninety (90) days prior to the expiry date of this Agreement and such notice will contain particulars of all amendments sought. At the first meeting between the parties following notice, the party receiving notice shall give particulars of all amendments it seeks.
- (3) If neither party submits notice as per clause (2), this Agreement shall continue from year to year thereafter until notification of desire to amend or terminate is given within the aforementioned thirty (30) to ninety (90) days in a subsequent year.
- (4) In keeping with the spirit and intent of the parties and desire to continue the terms and conditions of this Agreement, the Agreement will remain in full force during the negotiating for an amended agreement.
- (5) The wording and figures contained in the Articles and Schedules of this Agreement shall not be changed by either party except through mutual agreement.
- (6) No provision in this Agreement shall be retroactive unless specifically provided.

**ARTICLE 7: Rules, Regulations and Discipline**

- (1) Members shall observe all rules and regulations made for the governing of the Service.
- (2) All matters of discipline shall be dealt with in accordance with the Police Act.
- (3) Where there is any conflict between the policy of the Service and the provisions of this Agreement, then the terms of this Agreement shall prevail. Rules and regulations, which enter into the scope of bargaining jurisdiction, shall be negotiated.
- (4) Any Service Policy and any change therein shall be made known, in writing, to each member and the members shall not be held responsible for any alleged breach of policy or changes thereto that are not presented in writing.

**ARTICLE 8: Leave of Absence**

Leave of absence without pay shall be granted at the discretion of the Chief.

**ARTICLE 9: Hours of Work**

- (1) The regular hours of work shall be forty (40) hours per week when averaged over the annual shift schedule.
  - (1.1) The regular shift shall include two fifteen (15) minute coffee breaks and one thirty (30) minute meal break or a combination thereof.
  - (1.2) When changing yearly shift rotation, a minimum of thirty (30) days notice will be given to members affected.
- (2) The Chief shall determine the days worked and length of each shift for each member.

- (2.1) A shift schedule shall be prepared as far in advance as possible and shall be changed only as may be necessary to accommodate absences due to training, vacation, sickness, court appearances, and other reasons to ensure adequate policing strength.
- (2.2) If a member's schedule is adjusted to accommodate court appearances, which directly affects scheduled days off, the member may accept the proposed days off as rescheduled, or may have these affected scheduled days off, added to the overtime bank. These days off, added to the overtime bank due to court appearance dates, must be taken off on a mutually agreed date before the end of the calendar year and cannot be claimed for overtime pay in lieu of time off as per Article 10 (11).
- (3) Rescheduling for court appearances should not have an adverse effect on booked vacation and days off directly prior to or directly following booked vacations.
- (4) Consistent with this Agreement as far as practicable:
- (a) the regular hours of work shall be consecutive.
  - (b) days off shall consist of consecutive days off except for reasons of an emergent nature.
- (5) Members shall receive a minimum of 24 hours notice of a shift change due to operational requirements which impacts the days the member was originally scheduled to work.
- (6) A Compressed Work Week (CWW) may consist of ten (10) or twelve (12) hour shifts. A compressed work week schedule when working twelve (12) hour shifts shall normally consist of two (2) days and two (2) nights, however for operational requirements the Chief may alter the combination of days and nights. Members working Patrol duties shall work a twelve (12) hour shift rotation. Members working assignments other than Patrol may have their shifts scheduled on an eight (8) hour, ten (10) hour or twelve (12) hour rotation as determined by function and the Chief.
- (7) Members working a CWW shall be paid forty (40) hours per week and any shift differential, overtime, or statutory pay, to which a member is entitled or any other earned entitlement, for actual hours worked during that week.
- (8) Members on a CWW will not be paid more than 2080 regular hours per year.
- (9) Members on a twelve (12) hour shift rotation shall have their annual hours balanced to 2080 hours through the following means:

Earned Time Off (ETO) shall accrue on a monthly basis to a maximum of eight (8) hours per month (96 annual hours) and shall be prorated for partial years. To allow for maximum flexibility for members to schedule ETO, members shall be permitted to carry a negative balance of ETO to a maximum of forty-eight (48) hours. It is expected the members ETO balance at December 31 shall be zero. To the extent possible, the ETO hours shall be scheduled off in full sets.

All 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 the Sergeant. A member who fails to use all of his/her ETO prior to the end of the calendar year shall lose entitlement to the remaining hours unless previously approved by the Chief. In the event a member has a negative balance at December 31, arrangements shall be made between the member and the Chief to restore the balance to zero.

- (10) Notwithstanding section (9), should a circumstance arise where a member has used more ETO during a year than earned, and is no longer eligible to earn ETO hours, including but not limited to, a transfer to another Section, maternity or parental leave, extended unpaid leaves, and or extended illness or injury, the member shall be liable

for the outstanding hours. These outstanding hours can be replaced by the member working the hours, or transferring time from other banked time, such as vacation leave or overtime.

Extended illness or injury shall mean an absence that is eligible to be covered by the short term disability plan or a WCB related absence that extends beyond fourteen (14) calendar days.

- (11) A member who retires or resigns with a negative balance in their ETO bank, shall have the outstanding time removed other banks or wages owing.
- (12) The Chief may alter the start time for any member's day shift or advance the start time for any member's nightshift without penalty for up to four (4) hours of the scheduled start time for operational events. Members shall be notified the time and date of the schedule change as soon as possible, with a minimum of twelve (12) hours notice unless otherwise agreed to by the member(s).
- (13) When a member is on Short Term Disability (STD) or Long Term Disability (LTD) the CWW schedule does not apply. The member is deemed to be working a standard forty (40) hour work week, Monday to Friday.

#### **ARTICLE 10: Overtime**

- (1) A member may be called out, or their normal period of duty extended, at the direction of the Chief on any particular day and nothing in this Agreement shall affect the obligations of the member to carry out all lawful orders or to attend at any time to any matter which it is their duty as a member of the Service to attend.
- (2) If because of sickness or any other personal cause a member reports being unable to attend duties for all or part of their scheduled shift, the Chief may reschedule any other member when off duty to report for duty at a time earlier than they are normally scheduled to report for duty. Such earlier reporting shall not constitute overtime provided that the member required to report for duty does not exceed the standard work period as a result of such earlier reporting.
- (3) Overtime worked immediately following a member's shift shall be paid for at a rate of two (2) times the regular hourly rate of pay.
- (4) Overtime worked immediately preceding a member's shift shall be paid for at a rate of two (2) times the regular hourly rate of pay for actual hours worked.
- (5) All necessary and reasonable travel expenses, including food and lodging, actually incurred by a member in returning from vacation to undertake any duty required of him/her during annual leave will be paid by the City and shall include all expenses incurred in returning to the place from which the member had to return from to undertake such duty.
- (6) Not including overtime worked for emergency purposes or court, members shall be entitled to receive no less than eight (8) hours off between the end of a shift and the commencement of another scheduled shift of work. In the event that the member is scheduled or rescheduled to work a shift which does not allow the minimum time off as specified and they work the shift, the member shall receive overtime for the shift as though they were called back as in Article 10 (1).
- (7) When a member is on vacation, they shall not be called in to work for any non-emergency duty (e.g. breathalyser, identification, etc.) unless all other efforts have been exhausted. A member called for duty under this clause shall be paid four (4) hours at two (2) times their regular rate of pay.

- (8) All call back, regardless of reason, will be completed when the reason for call back is completed.
- (9) Off duty members who attend staff meetings shall be paid at regular time rates for such attendance.
- (10) The Chief may approve the accumulation of overtime worked to be used as time off in lieu of overtime worked. This accumulation will be at the applicable overtime rate.
- (11) These accumulated hours will be taken as time off in lieu of overtime payment at a time mutually agreed upon by the Chief and the member. At no time will a member accumulate more than seventy two (72) hours of overtime lieu time.
- (12) Overtime lieu time is not accrued from year to year. Any unused overtime in lieu remaining to the member's credit at December 31 shall be paid out at the member's regular rate of pay.
- (13) At any time within the year overtime is accrued, a member may request all or a portion of that accumulated overtime be paid at the member's regular rate of pay.
- (14) All overtime hours claimed shall be rounded to the closest whole number.
- (15) All other call back that is not subject to Article 11 (2) or Article 10 (7) shall pay three (3) hours at two (2) times the member's regular rate of pay.

#### **ARTICLE 11: Court Attendance**

- (1) Court time shall be paid to a member when they are called to appear in court when off duty. Court time shall be paid at a rate of two (2) times the regular hourly rate of pay. No court time shall be paid for the portion of time in court, which may coincide with the member's scheduled duty time. The minimum number of hours of overtime if a member is called back for court shall be four (4) hours or actual time, whichever is greater.
- (2) When a member is on vacation and is called to appear in court, or for any other duty, they shall be paid eight (8) hours overtime at a rate of two (2) times their hourly rate of pay. When vacation leave has been approved, a member is deemed to be on vacation commencing immediately upon completion of the last scheduled shift of work through the start of the first scheduled shift of work following the leave, inclusive. A member wishing to take leave during a time when court has been previously scheduled and cannot be rescheduled, may have their leave request approved but shall not be entitled to make a claim to fulfill their required attendance at court.
- (3) On a day a member finishes their last shift at or between 2:00 a.m. and 8:00 a.m., the overtime at a rate of two (2) times their regular rate of pay shall be paid for one (1) court appearance, a.m. or p.m., for a minimum of four (4) hours. If a member attends court in the forenoon and afternoon of any given day, they shall be paid six (6) hours overtime at the rate of two (2) times the regular hourly rate of pay.
- (4) When a scheduled court appearance falls on a member's regular day off, the member is entitled to claim overtime in accordance with Article 11 (1) unless the member is provided notice of such cancellation either prior to the end of the member's regular shift worked or twelve (12) hours in advance of the court appearance, whichever is the lesser.
- (5) A member scheduled for court during vacation leave, and intending to make a claim under Article 10 (7), shall notify the Chief upon learning of the scheduled court date. The Chief will correspond with the Chief Crown Prosecutor in an effort to have the case adjourned or the member excluded from court.



**ARTICLE 12: Training**

- (1) Overtime provisions do not apply to seminars, courses and other training related to a member's occupation/service.
- (2) Elective training on a member's day off shall be paid at eight (8) hours of straight time. A member may be re-scheduled from their regular shift rotation to accommodate elective training. When elective training occurs on a regular scheduled shift, the member will receive their regular shift pay.
- (3) When mandatory training, as defined by the Provincial Policing Standards, is scheduled on a member's day off the member will receive a minimum of 8 hours of regular pay plus any travel time that occurs outside of the regular eight (8) hours.
- (4) In the event members are scheduled for mandatory training on a member's day off with less than fourteen (14) days advance notice, they shall receive twelve (12) hours pay at straight time.
- (5) When a member is required to attend elective or mandatory training on a regular scheduled shift, dependant on the length of the training, the member may be required to return to operational duties for the duration of their shift based on operational needs. Members shall be paid at their regular rate of pay for hours travelled to and from courses for travel outside of their scheduled shift. All reasonable efforts will be made to ensure that training occurs on a member's scheduled work time.

**ARTICLE 13: Dismissals and Seniority**

- (1) Any member who leaves the Service voluntarily shall not be reappointed to the Service in a rank higher than that which they left unless the member has received additional Police Training and/or experience. Such member's seniority and pay credits will start anew upon their rejoining the Service.
- (2) Members who have completed their probationary period can only have their employment terminated for cause. One (1) month notice is required when the employment is terminated, whether the termination is initiated by the City or the member, except when the termination is for cause.

**ARTICLE 14: Vacation Leave**

- (1) Vacation leave is to be taken at a time approved by the Chief, but in any event must at least once in a calendar year consist of one (1) unbroken period of one (1) week. Carry-over of vacation shall not exceed what a member is entitled to accumulate in a year. Vacation balances that exceed the one (1) year of entitlement on December 31 shall be paid out at the member's rate of pay in effect at December 31, unless otherwise authorized by the Chief.
- (2) Vacation leave shall accrue at the following rates:
  - Upon commencing continuous employment to the completion of 3 years of continuous service – 120 hours
  - From 4 years to the completion of 10 years of continuous service – 160 hours
  - From 11 to the completion of 20 years of continuous service – 200 hours
  - 21+ years of continuous service and beyond – 240 hours
- (3) Vacation must be earned prior to being taken unless authorized by the Chief of Police in advance.

**ARTICLE 15: Statutory General Holidays**

The City recognizes the following paid Statutory and General Holidays for all eligible members:

New Years Day	Victoria Day	Thanksgiving Day
Family Day	Canada Day	Remembrance Day
Good Friday	Heritage Day	Christmas Day
Easter Monday	Labour Day	Boxing Day

and any other designated holiday which may be prescribed in the future by the Federal, Provincial or Municipal government.

- (1) Except as herein otherwise provided, all members shall be entitled to all Statutory General Holidays set out in this agreement. Members working a standard work week shall receive their shift off in lieu on the day the statutory holiday falls. Statutory holidays that fall on a regularly scheduled day off, shall be observed on the first regularly scheduled shift following the statutory holiday.
- (2) Eligibility for statutory general holidays shall be on the following basis – on active duty and available for work in accordance with their shift preceding, during and following the designated day for observance of the statutory general holiday. Active duty and available for work includes a member on vacation leave or other paid leaves. Members on sick leave or WCB for a period of fourteen (14) calendar days or less are considered on active duty.
- (3) Members working a CWW and eligible for the accumulation of stat time under section (2) shall have the equivalent number of hours based on their shift length placed in a stat bank as the statutory holidays occur throughout the year.
- (4) Members scheduled and required to work on a statutory holiday shall receive their regular rate of pay in addition to premium pay of one (1) times their regular rate of pay. Members working a statutory holiday have the option of receiving the premium pay or banking the equivalent number of hours into a premium bank to be taken as time off at a mutually agreed upon date.
- (5) At no time shall a member accumulate more than seventy two (72) hours in the premium bank as noted in (4) above. Time remaining to the member's credit at December 31 shall be paid out at the member's regular rate of pay.
- (6) The statutory holiday bank as referenced in (3) above, shall be used throughout the year, subject to operational requirements. All attempts will be made to schedule statutory holiday time off proportionately throughout the calendar year and as soon as practicable after a statutory holiday occurs.
- (7) Statutory holiday banks shall not accrue year to year. Any unused statutory holiday time outstanding at December 31 shall be paid out at the member's regular rate of pay in effect December 31.
- (8) Notwithstanding (7), upon approval of the Chief, members on a CWW may carry forward a maximum of twenty-four (24) hours of statutory holiday time to the next calendar year. Statutory Holiday time carried forward must be scheduled off prior to the end of January.
- (9) When a statutory holiday falls on a member's day off and they are called to work, the member shall be paid at the overtime rate of two (2) times their regular rate of pay for the hours worked.

**ARTICLE 16: Bereavement Leave**

- (1) A member shall be entitled to bereavement leave in the event of the death of a spouse, a son, daughter, brother, sister or the wife or husband of any of them; a brother-in-law or sister-in-law, an aunt, uncle, a parent, parent-in-law, grandparent or grandchild.
- (2) A member so bereaved shall be allowed leave with pay for a period of up to:
  - Bereavement leave for the death of a relative as defined in (1) a relative – One (1) work set;
  - Mourners leave for other than a relative – One (1) shift;
  - Pallbearers leave – One (1) shift;
  - Travel time – an extension of up to two (2) shifts may be granted for travel in excess of two hundred (200) kilometers at the discretion and approval of the Chief;
  - Funeral arrangements – an extension of up to two (2) shifts may be granted if the member is required to make funeral arrangements or required to organize the return of a deceased family member from a location more than four hundred (400) kilometers from Lacombe.

**ARTICLE 17: Maternity/Parental Leave**

- (1) A member shall be entitled to maternity and parental leave in accordance with federal and provincial law.
- (2) Every member returning to work from maternity or parental leave shall resume work with no loss of seniority, rate of pay or benefits accrued to the commencement of the maternity, paternity, or adoption leave.
- (3) Notwithstanding anything contained within this Agreement, any member on maternity or parental leave shall not accumulate sick leave or vacation leave during such leave.
- (4) If the member wishes to maintain benefits for the time of the leave they will be required to pay the member's share of the premiums.
- (5) Pension contributions may be suspended during the leave. If the member so chooses, the member will be given the opportunity to purchase the service upon their return to work. Subject to the Plan regulations, should the member choose to continue to pay their portion of the SFPP premiums, they shall provide the City with post-dated cheques for their amount of the contributions.
- (6) Supplementary Unemployment Benefits (SUB) Plan  
The SUB Plan provides supplementary benefits to Employment Insurance Maternity Benefits for the period a physician provides satisfactory documentation of a *health related absence* due to pregnancy.

Provided the member is eligible for Employment Insurance benefits:

- Normally, the SUB Plan benefit will be paid for six (6) weeks, including the two (2) week EI waiting period, commencing no earlier than ten (10) weeks before the estimated date of delivery.
- Upon receipt of satisfactory medical evidence related to the need for an extension of the health related absence, the City shall pay the difference between the Employment Insurance benefits and the benefit the Member would receive on STD for the length of the health related absence up to a maximum of 14 weeks.

A copy of an EI statement showing benefits received must be provided before earnings from the SUB Plan will be paid out.

- (7) All other maternity leave shall be deemed to be a leave of absence without pay.

**ARTICLE 18: Sick Leave**

- (1) Members will accrue Sick Leave (SL) days at a rate of one (1) day (As per normal shift hours 12/10/8) per month to a maximum of twelve (12) days. If a member uses a day, then the next month they will accrue a day to bring the bank back up to a maximum of twelve (12) days. Those members who already have Sick Leave banked in excess of twelve (12) days, will be grandfathered and only re-accrue one (1) day a month (max 12 days) once their SL bank has reduced below twelve (12) days.
- (2) In case of sickness, the SL bank is used for casual illnesses, up to the one (1) Set waiting period before Short Term Disability (STD) benefits commence. In case of injury, STD begins immediately. STD will be for a maximum of fourteen (14) sets, at which time the member may be eligible to apply for LTD benefits.
- (3) A member who reports in sick for more than one (1) day may be asked to obtain a medical certificate from a physician, as outlined in the Lacombe Police Service Policy and Procedure Manual, stating that the member is unable to work and when it will be possible for the member to return to work.
- (4) Maximum two (2) days of Sick Leave per calendar year may be used for the care of a member's spouse, children, parents or parents-in-law, should they become ill or for a family emergency (e.g. school calls and says your child has had an accident and you need to attend).

**ARTICLE 19: Short Term Disability (STD)**

All Members shall participate in the Short-term Disability Plan (STD) provided by the City with the employer paying the premiums and the Member receiving a taxable benefit for these premiums; which then makes the 66 2/3% benefit non-taxable.

While on STD the City will pay the employee's share of Dental, Health and SFPP premiums. The employee will continue to pay the premium on LTD.

**ARTICLE 20: Long Term Disability (LTD)**

Members of the Police Service shall participate in the City of Lacombe's Long Term Disability Plan. Members pay one hundred (100%) percent of the premiums.

**ARTICLE 21: Group, Dependent and Optional Life, AD&D**

All members are eligible to participate in the Group Life Dependent Life, Member and Spousal Optional Life and AD&D insurance programs provided by the City with the City paying one hundred percent (100%) of the Group Life, Dependent Life and AD&D premiums while the members will pay one hundred percent (100%) of the Member and Spousal Optional Life insurance premiums.

Effective January 1, 2018 the Group Life and AD&D coverage shall increase to three (3) times the member's annual salary.

**ARTICLE 22: Extended Health and Dental Care Benefits**

All members are eligible to participate in the Extended Health and Dental Care programs provided by the City with the City paying eighty percent (80%) of the premiums while the members will pay twenty percent (20%) of the insurance premiums.

**ARTICLE 23: Employee and Family Assistance Program**

All members are eligible for coverage under the City’s Employee and Family Assistance Program.

**ARTICLE 24: Special Forces Pension Plan**

The City of Lacombe and members of the Police Service shall participate in the Special Forces Pension Plan. Pension contributions to the plan shall be apportioned as prescribed by the Plan.

**ARTICLE 25: Association Dues**

The City agrees to deduct from the wages of each member covered by this Agreement a single standard amount for Association dues as shall be directed by the Association. This deduction shall be made on the final pay period of each month and shall be forwarded to the Association. The Association will provide the City with pay deduction forms for each member.

**ARTICLE 26: Legal Aid**

- (1) The City, upon the mutual agreement of its insurers and police officers involved, shall appoint legal counsel to defend any 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 and shall indemnify and save harmless such member from any monetary award relating thereto. This shall not apply where the action of such member is outside the normal course and scope of employment or constitutes a gross disregard or neglect of duties as a police officer. Any member of the Association, becoming aware of any claim or action being taken against him, with respect to such member's duties as a police officer, shall immediately notify the Chief.
- (2) All reasonable expenses and costs with respect to any criminal action taken and justifiable grounds for appeals of the same charge against or in respect to a member, arising out of such member’s actions while engaged in their duties as a Police Officer, will be paid by the City, provided such actions do not constitute a gross disregard or neglect of their duty as a Police Officer. The City reserves the right to tax all accounts and legal counsel will be appointed upon the mutual agreement of the City, police officers involved and if necessary the insurers.
- (3) This clause shall not be construed to mean that the City shall pay any cost a member incurred during the Service's Internal Disciplinary proceedings against such member.

**ARTICLE 27: Annual Evaluation**

A written evaluation will be completed for each member at least annually by the Chief or the member’s supervisor.

**ARTICLE 28: Grievance Procedure**

- (1) Any member of the Association, or the accredited representative of the Association, having grievance arising out of the interpretation, application, operation or alleged violation of this Agreement, shall take the matter up with the Association within ten (10) days of the time that the grievance should reasonably have come to the attention of the aggrieved party.
- (2) If, after investigation, the Association considers the grievance to be a just one it shall have the right to be heard by the Chief. In making application for the hearing the Association shall deliver to the Chief within fifteen (15) calendar days of the time the grievance was brought to its attention the application, which shall include in writing an outline of the grievance and the remedy desired.

- (3) The hearing shall be given within fifteen (15) calendar days of the date the application is received. The Chief shall within fifteen (15) calendar days following the end of such hearing give their decision in writing to the Association.
- (4) The Association shall have the right to appeal to the Police Commission the decision of the Chief, within thirty (30) days of receipt of notice of the decision, and in so doing shall file with the Police Commission a written statement of appeal, as well as a copy of the decision of the Chief.
- (5) The Association shall forthwith advise the Chief of its decision to appeal to the Police Commission.
- (6) The appeal shall be heard by the Police Commission within fifteen (15) calendar days of the receipt of the application and the Police Commission shall render its decision within twenty (20) calendar days following the conclusion of the hearing.
- (7) In the event that the parties are unable to resolve the difference at the stage outlined in clause six (6), either of the parties, provided the grievance has been properly processed, may notify the other party in writing within twenty (20) calendar days of its desire to submit the difference to arbitration in accordance with the provisions of the Police Officers Collective Bargaining Act.

#### **ARTICLE 29: Seniority**

- (1) Seniority is the total length of continuous employment with the City, commencing with the date the member is sworn into the Lacombe Police Service.
- (2) Seniority is used as:
  - (a) consideration for right or preference for vacation leaves within a unit, and
  - (b) consideration for promotion within the Service, lay-off, recall, demotion because of lay-off, and transfer.
- (3) Seniority will continue to accrue during:
  - (a) bereavement leave
  - (b) jury duty or court services
  - (c) vacation leave
  - (d) short term disability claim period
  - (e) leaves of absence under sixty (60) calendar days
  - (f) Workers' Compensation absences under one (1) year
  - (g) maternity/parental leave
- (4) Seniority will be maintained and not accrue during periods of:
  - (a) layoff under two (2) years duration
  - (b) Workers' Compensation in excess of one (1) year
  - (c) approved un-paid sick time
  - (d) long term disability of two (2) years duration or less
  - (e) leave of absence over sixty (60) calendar days
- (5) Seniority will accrue during temporary transfer or promotion outside the Service.
- (6) Seniority shall be lost by reason of:
  - (a) resignation of employment by the member
  - (b) discharge for just cause
  - (c) the member failing to report for work within seven (7) working days of recall after being notified by registered mail

- (d) the member failing to report to work and is absent without permission for a period exceeding three (3) working days
  - (e) the expiration of two (2) years following a lay-off during which time the member has not been recalled
  - (f) long term disability exceeding two (2) years and where there is no reasonable prospect of the member returning to work
  - (g) retirement
- (7) The City shall maintain a seniority list showing the date upon which each member's service commenced with the City, and within the Service. An up-to-date seniority list shall be provided to the Secretary of the Association upon request.

**ARTICLE 30: No Lockout, No Strike**

During the life of this Agreement there shall be no illegal strikes or illegal sanctions taken by the Association or its members against the City, nor, shall there be any illegal lockouts or illegal sanctions taken by the City against the Association or its members.

**ARTICLE 31: Advance in Class, Promotions and Acting Status**

- (1) If an appointment is to be made to any vacant or new position within the Service, such vacancy shall be posted and first consideration shall be given to qualified members of the Service.
- (2) All advancement in class within the Lacombe Police Service shall be in accordance with the following criteria:
- (2.1) Fourth Class Constables  
All Constables wishing to qualify for Fourth Class Constable rating shall meet the following:
    - a) minimum of twelve (12) consecutive months service in the rank of Recruit Constable
    - b) annual evaluation to have been completed with a minimum performance appraisal rating of Satisfactory
  - (2.2) Third Class Constables  
All Constables wishing to qualify for Third Class Constable rating shall meet the following:
    - a) minimum of twelve (12) consecutive months service in the rank of Fourth Class Constable
    - b) annual evaluation to have been completed with a minimum performance appraisal rating of Satisfactory
  - (2.3) Second Class Constables  
All Constables wishing to qualify for Second Class Constable rating shall meet the following:
    - a) minimum of twelve (12) consecutive months service in the rank of Third Class Constable
    - b) annual evaluation to have been completed with a minimum performance appraisal rating of Satisfactory
  - (2.4) First Class Constable  
All Constables wishing to qualify for First Class Constable rating shall meet the following:
    - a) minimum of twelve (12) consecutive months service in the rank of Second Class Constable
    - b) annual evaluation to have been completed with a minimum performance appraisal rating of Satisfactory
  - (2.5) Senior First Class Constable I  
A First Class Constable wishing to qualify for Senior First Class Constable I shall have a minimum of forty eight (48) consecutive months in the rank of First Class Constable with the Service.

(2.6) Senior First Class Constable II

A Senior First Class Constable I wishing to qualify for Senior First Class Constable II rating shall have a minimum of forty-eight (48) consecutive months in the rank of Senior First Class Constable I with the Service.

(2.7) Sergeant

A member who has attained the minimum rank of First Class Constable and a minimum of four (4) years continuous employment with the Lacombe Police Service, shall be eligible to participate in the promotional process in accordance with the Lacombe Police Service Policy for the rank of Sergeant provided they have successfully completed the Lacombe Police Service Temporary Acting Sergeant course or equivalent.

When it is not possible to fill a promotional position in accordance with the provisions of this section, the Chief, in consultation with the Association, may look to other members within LPS, who have a minimum of five (5) years police experience within Canada and allow them the opportunity to participate in the Sergeant recruitment process as per Lacombe Police Service Policy. This section will be enacted if only one member or less is eligible for promotion.

Any member of the Service that feels they have been treated unfairly in the administration of the foregoing Promotion Policy may file a grievance in accordance with Article 25: Grievance Procedure.

Every effort will be made to fill the vacant Sergeant position within 90 days. The Chief will advise the association in writing of the reasons for any delay.

(2.8) Staff Sergeant

A member who has attained the minimum rank of Sergeant and a minimum of four (4) years continuous employment with the Lacombe Police Service, shall be eligible to participate in the promotional process for the rank of Staff Sergeant.

Any member of the Service that feels they have been treated unfairly in the administration of the foregoing Promotion Policy may file a grievance in accordance with Article 25: Grievance Procedure.

(2.9) Acting Capacity - Temporary Acting Sergeant

A member who has attained the minimum rank of First Class Constable and has completed their 18 month probation period with the Lacombe Police Service, shall be eligible to participate in the T/A Sergeant process for the designation of T/A Sergeant. To be designated T/A Sergeant, members must first successfully complete the Lacombe Police Service Temporary Acting Sergeant course or equivalent.

The Chief shall appoint a member to occupy a Patrol Sergeant position if the position to be occupied has been vacant or will be vacant for a period of one (1) Set or longer. The appointee will assume the duties and responsibilities of the position being occupied and will be compensated at the rate of pay assigned to the higher ranked position.

Salary paid under this Article will be subject to Special Forces Pension contributions where permitted or required by the Special Forces Pension Plan.

(2.10) Acting Capacity – Temporary Acting Staff Sergeant

A member who has attained the minimum rank of Sergeant and has completed the six (6) month probationary period and is confirmed in the rank of Sergeant is eligible to fill the role as Temporary Acting



Staff Sergeant. The appointee will assume the duties and responsibilities as assigned by the Chief and will be compensated at the rate of pay assigned to the higher ranked position.

Salary paid under this Article will be subject to Special Forces Pension contributions where permitted or required by the Special Forces Pension Plan.

**ARTICLE 32: Probation**

Probation of members shall be governed by the provisions of the Police Service Regulation, Alta Reg 356/1990.

**ARTICLE 33: Training of New Recruits**

Any member assigned to train a recruit member of the Service shall receive a premium of \$1.75 per hour for hours worked in such a capacity.

**ARTICLE 34: Salaries**

The salaries in effect for the duration of the agreement are set out in Schedule 1 attached. Notwithstanding the salary levels set each year, should the Consumer Price Index (CPI) applicable to Central Alberta as determined by Alberta Treasury as at December 31, of the current year be greater than 4% higher than the CPI at December 31, of the previous year, the Parties agree to reconsider the salary levels set out in Schedule 1.

**ARTICLE 35: Shift Differential**

A shift differential shall be paid for each hour worked by a member between 1600 hours and 0800 hours. Where the majority of the shift hours are between 1600 hours and 0800 hours, the member shall receive shift differential for the entire shift.

Effective the date of ratification, the shift differential rate shall be \$1.25 per hour.

**ARTICLE-36: Discrimination**

The City shall not at any time, nor in any manner whatsoever, discriminate against any member because of his or her participation in Association duties. Should there be an alleged incident of discrimination the employee shall follow the steps within the Lacombe Police Service Policy and Procedure manual; Complaint and Grievance procedure before invoking this article.

**ARTICLE 37: Replacement of Watches**

If a watch being worn by a member is damaged or destroyed while the member is engaged in the lawful execution of their duties, such article shall be reimbursed up to one hundred dollars (\$100) for the replacement of the watch.

**ARTICLE 38: Officer Safety / Minimum Staffing**

The City recognizes the inherent dangers of police work and that both officer and public safety is of paramount importance. Through scheduling, a minimum of two active general duty members shall be assigned to work at all times. The Chief shall not be considered an active general duty member.

**ARTICLE 39: Wellness Spending Account**

Members are entitled to a wellness spending account of two hundred (\$200) dollars annually. This is a taxable benefit.

Items to be included, but not limited to, are gym memberships, fitness equipment, any physical activities to keep the member's physical fitness at a reasonable level for policing. Members are required to provide receipts for reimbursement.

Signed on the \_\_\_\_ day of \_\_\_\_\_, 2021.

City of Lacombe

Lacombe Police Association

\_\_\_\_\_  
Grant Creasey, Mayor

\_\_\_\_\_  
President

\_\_\_\_\_  
Matthew Goudy, P. Eng.,  
Chief Administrative Officer

\_\_\_\_\_  
Vice-President

Schedule 1 - Salaries

Expressed in Annual Dollars

EFFECTIVE DATE:		31-Dec-20	01-Jul-21	01-Jan-22 Adjusted	01-Jul-22	01-Jan-23	01-Jan-24	01-Jan-25
RANK	Percent		1.00%	2.2%	removed	1.75%	2.00%	2.00%
Staff Sergeant	132	\$124,141 @125%	\$132,404	\$135,317		\$137,685	\$140,439	\$143,247
Sergeant	120	\$119,176	\$120,367	\$123,015		\$125,168	\$127,671	\$130,225
Senior 1 <sup>st</sup> Class Cst. II	109	\$108,251	\$109,334	\$111,739		\$113,695	\$115,969	\$118,288
Senior 1 <sup>st</sup> Class Cst. I	105	\$104,278	\$105,321	\$107,638		\$109,522	\$111,712	\$113,946
1 <sup>st</sup> Class Constable	100	\$99,313	\$100,306	\$102,513		\$104,307	\$106,393	\$108,521
2 <sup>nd</sup> Class Constable	90	\$89,382	\$90,276	\$92,262		\$93,877	\$95,754	\$97,669
3 <sup>rd</sup> Class Constable	80	\$79,450	\$80,245	\$82,010		\$83,446	\$85,114	\$86,817
4 <sup>th</sup> Class Constable	70	\$69,520	\$70,214	\$71,759		\$73,014	\$74,475	\$75,964
Recruit Constable	60	\$59,587	\$60,184	\$61,508		\$62,584	\$63,836	\$65,113

Updated based on the April 11, 2022 Council decision