## 2023-2025 COLLECTIVE AGREEMENT BETWEEN

THE CITY OF CAMROSE

AND

THE CAMROSE POLICE ASSOCIATION

#### AGREEMENT BETWEEN:

#### THE CITY OF CAMROSE

#### - And -

#### THE CAMROSE POLICE ASSOCIATION

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#### AGREEMENT

THIS AGREEMENT made in duplicate this 14th day of May, A.D. 2024.

**BETWEEN:** 

#### THE CITY OF CAMROSE

(Hereinafter called "the City")

PARTY OF THE FIRST PART

- AND -

#### THE CAMROSE POLICE ASSOCIATION

(Hereinafter called "the Association")

PARTY OF THE SECOND PART

#### PREAMBLE

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

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

#### **NOW THIS INDENTURE WITNESSETH:**

#### **ARTICLE 1 - SCOPE**

- A. This Agreement shall cover all sworn members of the Camrose Police Service below the rank of Inspector. The term member or members whenever used in this Agreement shall mean sworn members of the Camrose Police Association below the rank of Inspector.
- B. For the life of this Agreement, the Camrose Police Association shall be the bargaining agent for the police service for the City of Camrose, and the police work of the City shall not be contracted out to any other police service or agency. This clause,

however, shall not be interpreted to prevent the City or the present police service from requesting and accepting assistance from other police services or agencies when the normal complement of the service requires reinforcement during an emergency.

#### **ARTICLE 2 - DURATION**

- A. This Agreement shall remain in force and effect from January 1, 2023 up to and including December 31, 2025 and shall be renewed from year to year thereafter unless either of the parties to this Agreement is given notice, in writing by the other party of any changes desired, not less than thirty (30) days, or more than ninety (90) days prior to the expiry date of this Agreement or of any subsequent year of the same.
- B. The terms of this Agreement shall continue in force and effect following the expiry date hereof until a new Agreement is established between the parties.

#### **ARTICLE 3 - POLICIES AND PROCEDURES**

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

#### **ARTICLE 4 - LEAVE OF ABSENCE**

- A. Leave of Absence without pay shall be granted at the discretion of the Chief of Police.
- B. A request for a Leave of Absence with pay will be granted whenever practicable for the Camrose Police Association Board Members for the purpose of attending Association related duties and training. The maximum combined Leave of Absence for such purposes shall not exceed two hundred and fifty (250) hours in the aggregate of any one calendar year. Time off must be requested at least two (2) weeks in advance and is granted at the discretion of the Chief.
- C. A member appointed as negotiator, or as a member of the Grievance Committee for the Association shall be granted Leave of Absence as required with pay for the purpose of performing any duties of either office.
  - Not more than two (2) members shall be granted leave with pay for the purpose of

- attending any negotiations or grievances on behalf of the Association. One additional member may be granted leave with pay for the purpose of attending negotiations for succession planning purposes.
- D. The member appointed under Clause B. and C. of this Section shall not have their scheduled days off altered in order to perform the duties provided for in Clauses B. and C. of this Section unless mutually agreed upon by the Chief of Police and the member.

#### **ARTICLE 5 - HOURS OF WORK**

- A. The regular hours of work for members working general patrol duties shall consist of three (3) twelve (12) hour days and one (1) ten (10) hour day worked in the following manner:
  - i) Three (3) twelve (12) hour shifts plus one (1) ten (10) hour shift including forty-five (45) minutes for lunch.
  - ii) Any member working the above hours shall be referred to as General Patrol for the scope of this Agreement.
- B. For members of other than general patrol, the regular hours of work shall consist of forty (40) hours per week worked in the following manner:
  - i) Eight (8) hours per day, including thirty (30) minutes for lunch, five (5) days per week or
  - ii) Ten (10) hours per day, including forty (40) minutes for lunch, four (4) days per week, subject to the needs of the Police Service and the Chief of Police approval.
  - iii) Changes to the regular hours of work, eight (8) or ten (10) hour shifts, shall be made in consultation between the Chief of Police and the Association and shall not be made unreasonably, arbitrarily, in bad faith or for discriminatory reasons.
- C. Consistent with the spirit of this Agreement, as far as practicable:
  - i) The regular hours shall be consecutive.
  - ii) Days off shall consist of two (2) consecutive calendar days.
- D. Subject to the needs of the Police Service, and at the discretion of the Chief of Police, the scheduling of the twelve (12) hour/ten (10) hour shifts may be modified to allow alternative shift schedules to be implemented. Any changes in the twelve (12) hour/ten (10) hour shifts shall be made in consultation between the Chief of Police

and the Association and shall not be made unreasonably, arbitrarily, and in bad faith or for discriminatory reasons.

- E. In the event that a member does not receive eight (8) hours off duty between shifts, unless otherwise agreed by members trading shifts, all hours worked during the eight (8) hour off duty period, will be paid at overtime rates.
- F. All members shall receive personal notice of a scheduled shift change a minimum of twenty-four (24) hours prior to the commencement of that shift.

#### **ARTICLE 6 - OVERTIME AND COURT TIME**

#### **DEFINITIONS**

#### **REGULAR SALARY**

The term "Regular Salary" when used in this Agreement shall mean the annual salary paid to a member for regular hours worked, the amount of which is agreed to in Article 19, Remuneration. The term "Rate of Pay" is the hourly rate paid to a member based on their annual salary.

#### A. OVERTIME

**Overtime** – defined as "duties performed at the end or beginning of a regular shift which exceed the hours for that shift or additional duties performed by a member on a scheduled day off that exceed the hours of their normal work week."

- i) Overtime shall be paid at the rate of two (2) times the hourly rate of pay.
- ii) A member may be requested to work overtime and nothing in this agreement shall affect the obligation of any member to carry out all lawful orders or to attend to at any time any matter to which it is their duty as a member of the service to attend.
- iii) If because of sickness or any other reason a member reports being unable to attend duties during all or part of their schedule shift, the Chief of Police may request any other member, when off duty to report at a time earlier than normally scheduled. 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 earlier reporting.

#### **B. CALL-OUT**

**Call-out** – defined as "a last minute request made by the Chief of Police or designate requiring a member to report for duty when not regularly scheduled. The call-out

typically is mutually agreed upon but in some cases the member may be ordered to report for duty."

- If a member is called-out while on days off to work, that member shall be compensated at the rate of two (2) times the hourly rate of pay. Call-out hours are recorded as overtime hours.
- ii) When a member is called-out they shall be paid for not less than three (3) hours for each time they are called to work. This three (3) hour minimum shall apply even if the regular shift is scheduled to begin within that 3 hour timeframe.
- iii) If a member is on vacation and is called-out, they shall be paid eight (8) hours at a rate of two (2) times the hourly rate or pay. The member shall also receive an extra day off at the end of their vacation or at a time mutually agreed between the member and the Chief of Police.

#### C. COURT ATTENDANCE

**Court time** – defined as "time where a police officer is not actively engaged in a regularly scheduled shift and must attend court."

- i) Court time shall be paid to a member when they are required for court when off duty or on days off. Court time shall be paid at a rate of two (2) times the regular rate of pay.
- ii) A scheduled forenoon or afternoon court appearance shall be paid at a rate of four (4) hours at a rate of two (2) times the hourly rate of pay.
- iii) When a member is scheduled for court in the forenoon and the afternoon of one day, whether the same case or not, it shall be considered as two separate court appearances. For each separate appearance or when a forenoon court appearance has been adjourned until the afternoon, the member shall be paid 4 (four) hours for each the forenoon and afternoon court appearances for a total of eight (8) hours at a rate of two (2) times the hourly rate of pay. This does not apply when a scheduled forenoon court appearance extends past noon without a break.
- iv) Any member who is required to appear in court must be given notice of the court appearance being cancelled prior to the end of their last regular shift of work or forty-eight (48) hours prior to the scheduled court time when on days off. If less notice is provided the member shall be paid four (4) hours at a rate of two (2) times the hourly rate of pay.
- v) If a member is scheduled to work and they have court scheduled in the hours immediately preceding or following their shift, the member shall submit court time for each of the hours worked over their regular shift. A member may opt

- to modify their shift in order to negate the court time if it is mutually agreed upon between the Chief of Police and the member.
- vi) Where a member is required to appear as a witness in court at a location other than Camrose, their travelling time shall be paid at two (2) times the hourly rate of pay if it exceeds the minimum court time as agreed upon in this agreement.
- vii) If a member is on vacation and is required to appear in court, they shall be paid eight (8) hours at a rate of two (2) times the hourly rate of pay. In addition to this they shall be paid all reasonable costs of lodging, mileage or airfare if more economical, as well as meals incurred in traveling to attend court. The member shall also receive an extra day off at the end of their vacation or at a time mutually agreed between the member and the Chief of Police. If the member is required to use their personal vehicle to travel outside of Camrose for court, they shall be paid mileage as per the current City policy.
- viii)Where a member who is retired is required to attend court in relation to their obligations as a member of the Camrose Police, they shall receive compensation for the court attendance. Court time shall be paid the regular rate of pay at which the member retired at, hour for hour.

#### D. ACCUMULATED HOURS

- i) If a member so wishes, any overtime, call-out, court time or statutory holiday hours may be accumulated and paid to the member on the next scheduled pay run following a request for payment, provided such a request is made at least five (5) days in advance. Notwithstanding the above all accumulated hours shall be paid the last pay period in December of each year. For the purposes of this clause, double time earned is double time off.
- ii) A member who accumulates such hours shall do so in accordance with the following:
  - (a) A member may elect to accumulate specific hours up to a maximum balance of ninety-two (92) hours. Time off using accumulated hours may be granted to an annual maximum of ninety-two (92) hours. Any hours not taken will be paid out in the last pay period of the year.
  - (b) A member having accumulated hours may upon application draw any portion of such hours in time off, provided that such time does not conflict or interfere with the efficient operation of the service. Such time off shall only be approved by the Chief of Police or designate.
  - (c) Upon termination of employment with the service, members shall be paid for accumulated hours at their current rate of pay.

#### **ARTICLE 7 - PROBATION**

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

#### **ARTICLE 8 - PROMOTIONS/LAYOFF**

- A. Any member who leaves the Camrose Police Service voluntarily, shall not be reappointed to the Camrose Police Service in any higher rank than that at which they left, and such member's service related benefits and entitlements shall start anew in the case of their re-joining the Service.
- B. Members with previous accredited municipal, provincial or national Police Service may at the discretion of the Chief of Police be advanced within the Constable ranks up to and including the rank of first (1st) class constable and receive the applicable rate of pay and benefits. Such member's service related benefits and entitlements shall start anew.
- C. A Promotional Process Guide will be issued prior to the start of the promotion process outlining the details of the process and the detailed criteria that will be used in the promotional process. This includes the scoring rubric which will be used to evaluate each candidate and determine the successful applicant. The Promotional board shall be convened for all promotional vacancies. Promotions shall include Sergeants, Staff Sergeants and Inspectors. The promotional boards shall consist of members of the Executive and 1 member of the desired rank.
  - (ie. 1 Sergeant on the Sergeants Promotional Board)
  - (ie. 1 Inspector on the Inspector Promotional Board)

A Lateral Process Guide will be issued prior to the start of the lateral movement process outlining the details of the process and the detailed criteria that will be used in the lateral movement process. This includes the scoring rubric which will be used to evaluate each candidate and determine the successful applicant. Lateral movements shall include selection into the following units: Major Crimes Unit Detective & Sergeant position, Police and Crisis Team (PACT), Crime Prevention Officer, Traffic Officer, A.L.E.R.T. and K9. The Lateral movement board shall consist of members of the Executive and identified members of the Association.

D. A Recruitment Guide will be issued prior to the start of the recruitment process outlining the details of the process, timeline and the detailed criteria that will be used in the recruitment process. This includes the scoring rubric which will be used to evaluate each candidate and determine the successful applicant. The Recruitment process and final selection board shall include members of the Executive and selected members of the Association. Members must have five (5) completed years of continuous service with the Camrose Police Service to apply for promotion to Sergeant or Staff Sergeant.

E. Members who have completed their probationary period can only have their employment terminated for cause. Members who have not completed their probationary period may be terminated without cause in accordance with the Police Service Regulation and amendments thereto. In this case the probationary member shall be entitled to only those benefits and such notice of dismissal as required by the Employment Standards Code, as amended and shall not be made unreasonably, arbitrarily, in bad faith or for discriminatory reasons. In the event that the Camrose Police Service initiates a general departmental lay-off, notice shall be given as follows:

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

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

F. Any member who is dismissed shall receive notice that they have the right to have a representative from the Association present when the reasons for their dismissal are given.

#### **ARTICLE 9 - SENIORITY**

- A. Seniority is the total length of continuous employment with the Employer, commencing with the date the Member is sworn into the City of Camrose Police Service.
- B. Seniority is used as:
  - i) the consideration for the right or preference for vacation leaves within a functional unit
  - ii) consideration for promotion within the Service unit; lay-off, recall, demotion because of lay-off, and transfer
- C. Seniority will continue to accrue during:
  - i) compassionate leave
  - ii) jury duty or court services
  - iii) vacation leave
  - iv) approved leaves of absence under sixty (60) calendar days

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

#### **ARTICLE 10 - VACATIONS & STATUTORY HOLIDAYS**

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

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

- C. A member who is absent from work because of an accident or illness which occurred as a result of their employment as a Police Officer with the city and is recognized as compensable by the Worker's Compensation Board shall continue to accrue vacation as if they were actively at work for a cumulative period of up to twelve (12) months per Worker's Compensation Claim. No vacation entitlement shall accrue after this period.
- D. A member who is in receipt of Long-Term Disability benefits shall cease to earn vacation credits until the member returns to work for the City in any form of remunerated employment.
- E. Statutory Holidays are defined as follows:

New Year's Day
Good Friday
Victoria Day
Family Day
Easter Sunday
Canada Day

Heritage Day National Day for Truth and Reconciliation

Labour Day Thanksgiving Day Remembrance Day Christmas Day

Boxing Day

and any other day required to be treated as a Holiday by applicable legislation or by City Council. If a Statutory Holiday is unproclaimed as a Holiday it shall be deleted from this definition.

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

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

- G. A member shall be paid two (2) times their hourly rate in addition to their regular salary for all hours worked on a Statutory Holiday.
  - i) Members working General Patrol shall receive not less than six (6) hours pay, at double time, for work on a Statutory Holiday.
  - ii) Members working other than General Patrol shall receive not less than four (4) hours pay, at double time, for work on a Statutory Holiday.
- H. When a Statutory Holiday falls on a members' day off, and they are called to work, they shall be paid at the overtime rate for working on regular days off in addition to pay as set out in D. of this Section.

- I. When a Statutory Holiday falls on a members' scheduled work day they shall receive at least fourteen (14) days' notice if no work is to be performed on that day.
- J. Any member becoming ill for a minimum of three (3) days while on vacation leave may upon producing a satisfactory doctor's certificate of such illness receive additional holiday leave for each day of illness, and such hours will be deducted from the members' sick leave bank. Additional vacation leave will be at a time mutually agreed between the Chief of Police and the member.
- K. Regular days off immediately prior to and after scheduled annual vacation leave shall be considered as annual vacation leave when a member is called in to attend Provincial Court.

#### **ARTICLE 11 - GRIEVANCE PROCEDURES**

- A. Any member of the Association or the accredited representative of the Association having a grievance arising out of the interpretation, application, operation or alleged violation of this Agreement shall take the matter up with the Association within ten (10) calendar days from the time that the grievance should reasonably have come to the attention of the aggrieved party.
- B. If, after investigation, the Association considers the grievance to be a just one, it shall have the right to be heard by the Chief of Police. An application for a hearing shall be delivered to the Chief of Police within fifteen (15) calendar days of the time the grievance was brought to the Association's attention. The written application shall include an outline of the grievance and the remedy desired.
- C. The hearing shall be given within ten (10) calendar days of the date the application is received. The Chief of Police shall, within ten (10) calendar days following the end of such hearing, give their decision, in writing, to the Association. Any allegation in a grievance that a member was improperly dismissed during their probationary period shall be fully and finally resolved by the decision of the Chief of Police at this Step C and shall not proceed to subsequent steps in the grievance process.
- D. The Association shall have the right to appeal the decision of the Chief of Police to the Police Commission and shall concurrently file a written statement of the appeal as well as a copy of the decision and reason of the Chief of Police with the Human Resources Department. Such appeal shall be filed within five (5) calendar days following the receipt of the decision of the Chief of Police. The Association shall forthwith advise the Chief of Police of its decision to appeal to the Police Commission.
- E. The appeal shall be heard by the Police Commission within ten (10) calendar days of the receipt of the application, and the Police Commission shall render its decision within twenty (20) calendar days following the conclusion of the hearing.

- F. In the event that the parties are unable to resolve the difference at the stage outlined in E., the Association shall have the right to refer the grievance to an Arbitration Board, provided that the grievance has been properly processed in accordance with this grievance procedure. If the Association chooses to refer the grievance to an Arbitration Board, the grievance shall be referred to the Arbitration Board within twenty (20) calendar days following the receipt of the decision of the Police Commission.
- G. If the Association submits the grievance to Arbitration, it shall do so by a notice in writing, to the Police Commission, naming an appointee to the Arbitration Board.
- H. The Police Commission shall, within seven (7) calendar days of receipt of such notice, inform the Association of the name of its appointee to the Arbitration Board. The two appointees shall, within five (5) calendar days of the Police Commission naming its appointee, appoint a third person who shall be Chairman of the Arbitration Board.
- I. If either member of the Arbitration Board is unable or unwilling to act, a new member shall be appointed by the applicable party within seven (7) calendar days of receipt of notice of inability or unwillingness to act. If the Chairman is unable or unwilling to act, the appointees, shall within five (5) calendar days of receiving notice of the Chairman's decision not to act, appoint a new Chairman.
- J. If the City fails to appoint an Arbitrator in the time limit, if the two (2) appointees fail to agree upon a Chairman within the time limit, or if a party fails to appoint an alternative member, the appointment shall be made by the Minister of Labour upon the request of either party.
- K. The Arbitration Board shall hear and determine the grievance and shall issue an award in writing. The decision of the majority is the award of the Arbitration Board but, if there is no majority, the decision of the Chairman shall be the award of the Arbitration Board. The decision of the Arbitration Board is final and binding upon the parties and any person affected by it, and such parties or persons affected shall do or abstain from doing anything as required by the Arbitration Board.
- L. The Grievance Arbitration Board by its decision, shall not alter, amend or change the terms of the Collective Agreement.
- M. Each party appointing an Arbitrator shall bear the expense of its representative appointee and shall bear one-half (1/2) of the expense of the Chairman of the Arbitration Board.
- N. For the purposes of this Article, Calendar days shall be Monday to Friday, exclusive of the day of the act/or event, weekends and statutory holidays.

#### **ARTICLE 12 - PLAINCLOTHES ALLOWANCE**

A. Any member employed in full-time plainclothes duty shall receive an annual clothing allowance of one thousand and two hundred (\$1,200.00) dollars payable in two (2) equal instalments each year on or before January 31 and on or before July 31.

Members working part-time in plainclothes for a period of ten (10) days in any four (4) week period shall receive four dollars and sixty cents (\$4.60) per day for such plainclothes work.

#### **ARTICLE 13 - CLEANING ALLOWANCE**

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

#### **ARTICLE 14 - AFFILIATIONS**

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

#### **ARTICLE 15 - POLICE ASSOCIATION**

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

#### <u>ARTICLE 16 - SYMPATHY STRIKE</u>

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

#### **ARTICLE 17 - STAND-BY PAY**

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

#### **ARTICLE 18 - LEGAL AID**

- A. All reasonable expenses and costs with respect to a fatality inquiry, any criminal or civil action taken against or in respect of a member of the Association, arising out of such member's actions, while engaged in their duties as a Police Officer, will be paid by the Commission, provided such actions do not constitute a gross disregard or gross neglect of their duties as a Police Officer.
- B. The City will indemnify and save harmless any member from any action, claim cause or demand whatsoever that may be made, or arise out of the member carrying out the duties of a Police Officer, except where the actions of the member constitutes a gross disregard or gross neglect of their duty as a Police Officer.
- C. Members shall not be responsible for the cost of damage to Department property, equipment or vehicles provided such actions do not constitute a gross disregard or neglect of their duties as a Police Officer as mutually agreed upon between the Chief of Police and the Association.

#### **ARTICLE 19 - REMUNERATION**

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

January 1, 2023: One hundred nine thousand, two hundred and eight dollars (\$109,208.00) Per Annum

- B. The salaries of all other ranks shall be established on the basis of the percentage differential rates as set out in Schedule "A" (attached), based on the salary of the First Class Constable.
- C. Those members working a shift, the major portion of which falls between the hours of 4:00 P.M. and 8:00 A.M., shall receive a shift differential of one dollar (\$1.50) per hour for each hour worked during that shift.
- D. When a Sergeant assigned to general patrol is away from work for two (2) or more scheduled consecutive shifts, the Chief or their designate shall, unless mutually agreed by the Association, appoint a Temporary Acting Sergeant to that position to fulfill those duties. The member shall receive the Sergeant rate of pay for the full time that they are appointed Temporary Acting Sergeant.
- E. Any member assigned to perform plainclothes duty shall be paid at the rate equivalent with the member's years of service and/or rank within the service.
- F. Senior Constable Level I shall mean a Constable who has completed eight years of Seniority with the Camrose Police Service or a Constable with prior recognized Police

- experience as stated in Article 8 Clause (A.)(ii) who has completed a minimum of four (4) years of service as a 1<sup>st</sup> Class Constable with the Camrose Police Service, whichever occurs first. The member must undergo an appraisal process and be approved by the Chief of Police.
- G. Senior Constable Level II shall mean a Constable who has completed four years as a Senior Constable Level I with the Camrose Police Service. The member must undergo an appraisal process and be approved by the Chief of Police.
- H. Any member appointed to the position of Police Training Officer, for the training and evaluation of Police recruits, shall receive two (\$2.00) dollars per hour premium for hours worked in that function.

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

#### A. **DEFINITIONS**

- i) **Child** means any natural child, whether born before or after the member's death, or legally adopted child of a member.
- ii) **Dependent Child** means an unmarried child who, at the time the member died, was being supported by the member, and:
  - (a) is less than eighteen (18) years of age;
  - (b) is eighteen (18) years or older, and not more than twenty-one (21) years of age, and is in attendance full time at an accredited school or university, having been in such attendance substantially without interruption since they reached eighteen (18) years of age, or
  - (c) is eighteen (18) years of age and not more than twenty-one (21) years of age and is disabled having been supported due to such disability without interruption since they reached eighteen (18) years of age.
- iii) **Disabled** shall mean suffering from a severe and prolonged mental or physical disability and for these purposes:
  - (a) a disability is severe only if by reasons thereof a member is incapable of pursuing any substantially gainful occupation, and
  - (b) a disability is prolonged only if it is determined that such disability is likely to be long, continued and of indefinite duration or is likely to result in death.
- iv) Full Pay means the bi-weekly base salary including service pay that the member was entitled to receive at the time they were disabled or killed and

would include any economic or salary changes negotiated from time to time in accordance with the Collective Agreement, and deducting therefrom all normal deductions, provided however that the full pay will never be less than which the member was receiving at the time the member was disabled or killed.

- v) **Widow** means a woman who has survived a member to whom she was lawfully married and who was being wholly or partially supported by the member at the time of their death and where there is no lawful wife at the time of death of the member, includes a common-law spouse.
- vi) **Widower** means a man who has survived a member to whom he was lawfully married and who was being wholly or partially supported by the member at the time of their death and where there is no lawful husband at the time of death of the member, includes a common-law spouse.
- vii) **Common-Law Spouse** includes any man or woman who, although not legally married to a member, lives and cohabits with a member as the spouse of that member and has maintained such relationship for a continuous period of five (5) years or more; or has maintained such relationship for a continuous period of two (2) years or more and has borne the child or children of such member; and is generally known as the member's spouse in the community in which they lived at the time of death of the member.
- B. Where a member is disabled or killed in the course and scope of their employment with the Camrose Police Service as a direct result of the performance of the member's sworn duties as a peace officer, on duty or off duty, which include:
  - i) the preservation of life or property, or
  - ii) the pursuit or apprehension of an offender or suspected offender, or
  - iii) enforcement of the law or the maintenance of the peace, or
  - iv) the detection of a crime, or
  - v) while engaged in assigned police training or other courses of training, including Association business, approved or authorized by the Chief of Police or the Police Commission.

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

C. In the event that a member is killed leaving a widow/widower surviving them under the circumstances set out in Article 20 B., the City shall pay to the widow/widower biweekly, the full pay that the member would receive had they not been killed, and such

- sum until such time as the widow remarries, dies, or the date the member would have reached thirty (30) years of service or sixty (60) years of age whichever would have been achieved first.
- D. In the event that a member is killed leaving no widow but leaving a dependent child or children surviving them, the City shall pay to each child equal shares of the full pay. A sum payable by the City pursuant to this Article shall be paid as long as any child of the member remains a dependent child as defined in 20 A. ii).
- E. In the event the widow/widower dies subsequent to a member having been killed without having remarried, the provisions shall apply to any dependent child surviving the member and their widow.
- F. In determining the amount to be paid to a widow/widower or dependent child, any benefits payable under any Worker's Compensation, Canada Pension, etc. except for funeral expenses, shall be paid to the City, by the widow or dependent child.
- G. Any sums of money payable by the City to any dependent child under the age of eighteen (18) years may properly be paid by the City to the legal guardian of such child whose receipt shall be sufficient discharge to the City.
- H. On the date that a member would have retired from their employ of the City, had they not been killed, the widow/widower shall receive each month an amount equal to the monthly pension the member would have received had they not been killed.
- I. Where a disabled member partially recovers and the City finds alternative employment for the member within the City or any of its associated Boards, the full pay which the member is entitled to receive shall be reduced by the monthly salary received through such employment.
  - A member may earn from employment, other than from employment with the City, up to twenty (20%) percent of their full pay without any reduction of their full pay.
- J. Affidavits, in a form prescribed, containing such information as the City requires, shall be filed annually, on a date specified by the City by the following persons:
  - i) Widows/Widowers
  - ii) Guardians of dependent children under the age of eighteen (18) years
  - iii) Dependent children over the age of eighteen (18) years
  - iv) Disabled members.
- K. A member shall be covered by the scope of this Agreement if in the opinion of the Municipal Police Commission for the City of Camrose; the said member was acting in the lawful execution of their duties as a Peace Officer during their off duty period. This

clause would also include any death or injury or property damage resulting from any action or retaliation in any form towards the member due to their employment as a Peace Officer.

- L. In the event a member sustains damage to or loss or personal property as specified below as a result of performing their duties as a Peace Officer on or off duty, they shall be reimbursed for such damage or loss, within thirty (30) days of making such claim, in accordance with the following:
  - i) watches to a maximum of one hundred fifty (\$150.00) dollars
  - ii) total cost of replacement or repair of eye glasses
  - iii) total cost of replacement or repair of clothing.

#### **ARTICLE 21 - PAID BEREAVEMENT LEAVE**

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

#### **ARTICLE 22 - TRAINING COURSES**

- A. Members attending recruit training outside of the City of Camrose shall be provided with five hundred (\$500.00) dollars per month living allowance in addition to their regular pay. Any portion of a month shall be paid pro-rata.
- B. Members attending training courses (other than recruit) outside the City of Camrose shall receive expenses as follows:
  - i) Meals as per City of Camrose expense policy

- ii) Where meals are provided by the training facility and a member is not entitled to those meal expenses as outlined in Article 22 B. i) they shall receive a per diem of ten (\$10.00) dollars per day.
- C. Members attending training courses on their regularly scheduled days off shall receive another day off in lieu thereof at a time mutually agreed to between the Chief of Police and the member.
- D. Members on training courses within a three hundred and twenty five (325) kilometre radius of the City shall be allowed to return home for weekends providing that in returning home it does not interfere with the training course. When more than one (1) member is attending the same course, mileage will be paid for one (1) vehicle only. Members required to utilize their private vehicle shall be paid mileage at the current City of Camrose approved rate.
- E. Members attending training courses requiring their absence from Camrose for any period of six (6) weeks or longer shall receive all reasonable expenses incurred in returning home in accordance with the following: one (1) economy trip payable in advance with receipts to be produced.

F.

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

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

- ii) Where training is attached to the beginning or end of a regular scheduled shift, such training shall not exceed two (2) hours in length unless mutually agreed otherwise.
- iii) If a member is required to travel to a required training course on the member's weekly leave day, the member shall be credited with accumulated time off at the regular hourly rate for the actual time spent travelling to the training to a maximum of twelve (12) hours.
- G. The administrator in charge of training shall provide the membership with the annual training course schedule, including the dates of each respective training course. Members of the Camrose Police Association will be permitted to submit an expression of interest memorandum articulating the qualifications they possess relevant to the training course being offered. The selection of the member awarded the training

course is at the discretion of the administrator in charge of training and the training committee.

#### **ARTICLE 23 - MATERNITY AND PARENTAL LEAVE**

#### A. Maternity Leave

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

#### B. Parental Leave

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

#### **ARTICLE 24 - HEALTH AND MEDICAL BENEFITS**

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

#### B. Sick Leave Provisions

#### i) Sick Leave Defined

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

#### ii) Annual Paid Sick Leave

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

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

#### iii) Accumulation of Sick Leave

The unused portion of an employee's sick leave shall accrue to a maximum of one thousand two hundred (1200) hours. For the purposes of Article 24 B. vii), accumulative sick leave shall not exceed nine hundred sixty (960) hours.

#### iv) Deductions from Sick Leave

An employee who, because of sickness, is unable to continue at their employment, and completes only a portion of their normal duty period or shift in any one (1) day, shall be reported as sick for the uncompleted portion of that duty period or shift.

#### v) Proof of Illness

In all cases of sickness or non-occupational accident, the employer may, at their discretion, require a medical certificate from the member which sufficiently specifies the reasons for absence, before authorizing any sick payments.

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

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

#### vii) Payment for Unused Sick Leave

- (a) In the case of severance of employment with the City resulting from death or total disability of the employee, full payment of all accumulated sick credits of that employee shall be paid by the City to the employee or their estate as the case may be.
- (b) All employees appointed to permanent shall be subject to the following provisions and regulations:
  - 1. Payment of accumulated sick credits shall be calculated on the equivalent hourly rate of pay of the employee during the last completed year of employment service with the City of Camrose.
  - 2. After one (1) year of continuous employment service, payment of accumulated sick credits will be made to any member, in the event of severance for any reason, at the rate of five percent (5%) of the accumulated sick credits at the time of severance for each full year of continuous service with the City of Camrose to a maximum of one hundred percent (100%) of the accumulated sick credits.
  - 3. For the purpose of establishing the term of employment of an employee, as it affects payment under Article 24 B. vii), years of employment shall be calculated from the date of appointment as a permanent employee of the City, but in no case shall the accumulation of sick pay benefits exceed nine hundred sixty (960) hours.
- C. Premiums for Extended Health Care and Dental Care will be 80% paid by the Employer and 20% paid by the Employee.
- D. Premiums for Group Life Insurance will be 80% paid by the Employer and 20% paid by the Employee.

#### E. Workers' Compensation Pay Supplement

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

#### ii) Return to Work

The City of Camrose is committed to assisting in Return to Work for all workers who have been injured through the regular course of their employment, to their full

capacities. In order to achieve our objectives of maintaining healthy meaningful job tasks; we have created a Return to Work program.

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

#### F. Compassionate Care Leave

- i) The City of Camrose provides unpaid job protected leave of up to eight (8) weeks for members who provide care and support to a family member who is gravely ill and who has significant risk of death within twenty six (26) weeks. As a pre-requisite of leave, the employee must have completed at least fifty two (52) consecutive weeks of employment with the City of Camrose. While on Compassionate Care Leave, the employee is entitled to receive Employment Insurance.
- ii) Compassionate Care Leave will be governed as per Alberta Employment Standards Code.

#### <u>ARTICLE 25 - SPECIAL FORCES PENSION PLAN</u>

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

#### **ARTICLE 26 - SAFETY COMMITTEE**

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

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

THE CITY OF CAMROSE

Mayor PJ Stasko

City Manager Maleolm Boyd

THE CAMROSE POLICE ASSOCIATION

Director Danton Bennefield

President Ryan Dumontel

Treasurer John Tomaszewski

# Schedule "A"

2023 - 2025 Salaries

		1-T	1-Jan-23		1	1-Jan-24			1-Ja	1-Jan-25	
			3.00%			2.50%		4.41	5.0	2.00%	100
Position	%	Bi-weekly		Annual	Bi-weekly		Annual		Bi-weekly		Annual
Staff Sergeant	1.32	\$ 5,544.41	\$	144,155	\$ 5,683.02	<b>ئ</b>	147,758	\$	5,796.68	\$	150,714
Sergeant	1.20	\$ 5,040.37	\$	131,050	\$ 5,166.38	\$	134,326	\$	5,269.71	\$	137,012
Senior Constable II	1.09	\$ 4,578.33	ş	119,037	\$ 4,692.79	\$	122,013	\$	4,786.65	\$	124,453
Senior Constable I	1.05	\$ 4,410.32	\$	114,668	\$ 4,520.58	\$	117,535	\$	4,610.99	\$	119,886
1st Class Constable	1.00	\$ 4,200.31	\$	109,208	\$ 4,305.31	\$	111,938	\$	4,391.42	\$	114,177
2nd Class Constable (12 months)	0.90	\$ 3,780.28	<b>ئ</b>	98,287	\$ 3,874.78	\$	100,744	\$	3,952.28	\$	102,759
3rd Class Constable (12 months)	0.80	\$ 3,360.25	\$	87,366	\$ 3,444.25	\$	89,551	\$	3,513.14	\$	91,342
4th Class Constable (12 months)	0.70	\$ 2,940.21	\$	76,446	\$ 3,013.72	\$	78,357	\$	3,073.99	Ş	79,924
5th Class Constable (12 months)	0.65	0.65 \$ 2,730.20	\$	70,985	\$ 2,798.45	\$	72,760	\$	2,854.42	Ş	74,215

#### LETTER OF UNDERSTANDING

#### **BETWEEN**

#### THE CITY OF CAMROSE

and

#### THE CAMROSE POLICE ASSOCIATION

#### Effective January 1, 2025

Benefit premiums associated in Article 24 – HEALTH AND MEDICAL BENEFITS clause C and D shall increase to 90% paid by the Employer and 10% paid by the employee as follows:

- C. Premiums for Extended Health Care, and Dental Care will be 90% paid by the Employer and 10% paid by the employee.
- D. Premiums for Group Life Insurance will be 90% paid by the Employer and 10% paid by the employee.

Signed this day of May 14, 2024

SIGNED ON BEHALF OF THE CAMROSE POLICE ASSOCIATION

Rvan Dumontel

**Danton Bennefield** 

John Tomaszewski

SIGNED ON BEHALF OF THE CITY OF CAMROSE

Malcolm Boyd

Chelsi Nowakowski