



# **AGREEMENT**

**BETWEEN**

**THE CITY OF LETHBRIDGE**

**AND**

**THE LETHBRIDGE POLICE  
ASSOCIATION**

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**2006 - 2009**

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THIS AGREEMENT MADE AND ENTERED THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2007.

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

-and-

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

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

1.00 DEFINITIONS

1.01 Interpretation

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

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

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

1.04 "Chief of Police" means the Officer appointed by the Commission to be in charge of the Lethbridge Regional Police Service or the member of the Service acting in his stead.

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

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

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

holidays pursuant to Clause 7.08.

- 1.08 "Permanent employee" means a member coming within the scope of this agreement, except one appointed pursuant to Section 42 of The Police Act, R.S.A. 1988, Chap. P-12.01 or any statutory modification thereof.
- 1.09 "Probationary Constable" is defined as per the Police Act and is paid at 60% of the First Class Constable rate. A probationary member under this agreement is one who has been a member for a continuous period of less than eighteen (18) months.
- 1.10 "Court" shall mean any Federal, Provincial, Municipal or Civic Tribunal acting in the judicial or quasi-judicial capacity and shall include Police Service or Police Commission inquiries or hearings and court time shall mean any attendance at any court as a witness arising out of a member's police duties, whether called upon to give evidence or not.
- 1.11 "Stand-by" shall mean when a member is designated to be available for duty during those hours other than the member's regularly scheduled shift.

2.00 TERM OF AGREEMENT

- 2.01 This agreement shall be in force and effect and shall be binding upon the Employer and the Association during the period from January 1, 2006 and including December 31, 2009 and from year to year thereafter unless either party to this agreement gives notice in writing to the other party of any changes desired not less than thirty (30) days nor more than ninety (90) days prior to the expiry date December 31, 2009 or the expiry date of any subsequent year.
- 2.02 The Employer will not alter any terms or conditions of employment, as contained therein, except with the consent of the Association during the period that a new collective agreement is being negotiated.

3.00 POLICY MANUAL

When there is any conflict between the Policy Manual of the Lethbridge Regional Police Service or the standing orders of the Lethbridge Regional Police Service and any provision

of this agreement, then the provisions of this agreement will prevail.

4.00 GRIEVANCES

4.01 "Grievance" shall mean any difference concerning the interpretation, application, operation or alleged violation of this agreement.

4.02 When a member of the Lethbridge Regional Police Service submits a grievance to the Employer, not more than two (2) members of the Association's Grievance Committee may attend to hear such grievance without loss of pay.

4.03 Grievances between the Employer and the Association, or grievances between the Employer and a member of the Association, shall be processed in the following manner:

(a) Grievances by a Member

(i) A grievance shall be submitted in writing to the Association Grievance Committee, with a copy to the Chief of Police, within fourteen (14) calendar days of the act or event giving rise to the grievance. The Grievance Committee shall, within fourteen (14) calendar days, make or deliver a decision with respect to the grievance.

(ii) Should settlement of the grievance not be reached by the Grievance Committee, the member may, within seven (7) calendar days after the decision of the Grievance Committee, submit the grievance to the Chief of Police, who shall advise the member of a decision, in writing within fourteen (14) calendar days.

(iii) Should settlement not be reached under either of the above two provisions, the member may within seven (7) calendar days after the decision of the Chief of Police, submit the grievance to the Lethbridge Regional Police Commission with a copy sent to the Labour Relations Manager. The Commission shall advise the member of the decision, in writing, within thirty (30) calendar days.

(b) Grievances by the Association

(i) Grievances of the Association shall be submitted directly to the Chief of Police, who shall advise the Association of a decision in writing within fourteen (14) calendar days. If settlement is not reached, the Association may within seven (7) calendar days after the decision of the Chief of Police, submit the grievance to the Lethbridge Regional Police Commission with a copy sent to the Labour Relations Manager. The Commission shall advise the member of the decision, in writing, within thirty (30) calendar days.

4.04 Should settlement not be reached under the provisions above, either party, within a period of thirty (30) calendar days from the date of the decision of the Lethbridge Regional Police Commission, may submit the grievance to a Board of Arbitration to be established as follows:

- (a) Each party shall appoint one (1) member to the Board. Should either party fail to make an appointment to the Board within seven (7) days from the date notice was received that the grievance is to be submitted to a Board of Arbitration, then the appointee of the party failing to make the appointment shall be made by the Minister of Labour of the Province of Alberta.
- (b) If the parties can agree, they shall name a third (3rd) member to the Board, who shall be Chairman of the Board.
- (c) Should the parties fail to agree upon a Chairman, then the appointee of a Chairman shall be made by the Minister of Labour of the Province of Alberta.
- (d) The majority decision of the Board of Arbitration shall be binding on both parties to the grievance.
- (e) Each party shall be responsible for the cost of the member appointed to the Board by it, and the cost of the Chairman shall be borne equally by both parties.
- (f) Any party appearing before the Board of Arbitration is entitled to be represented by Counsel at the

member's own expense.

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

5.00 DISCRIMINATION

The Employer shall not at any time, nor in any manner whatever, discriminate against any member of the Lethbridge Regional Police Service because of his being a member of the Association.

6.00 ASSOCIATION RECOGNITION AND DUES

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

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

7.00 OVERTIME

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

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

7.03 (a) CALL-OUT

In the event a member of the Lethbridge Regional Police Service is "called out" to work, he shall be paid two (2) times his regular rate of pay for all hours worked in connection with the call-out and shall also receive pay for **one (1) hour travel** in connection with the said call-out. No member of the Lethbridge Regional Police Service shall

receive less than two (2) hours pay at overtime rates with respect to any call-out regardless of the actual hours worked. The hours worked on call-out shall not be tacked to the beginning or the end of a shift worked, but must be treated as a separate period of work hours from any regular or normal shift of work. In the event that a member of the Lethbridge Regional Police Service is called out to do duty two (2) or more times within a three (3) hour interval, the payment of overtime shall include the interval period. For clarity the interval shall be calculated from the end of the first call when the Duty Staff Sergeant dismisses the member to the time of the second call.

(b) STANDBY

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

7.04 Overtime shall be distributed amongst members of the Lethbridge Regional Police Service as equitably as possible.

7.05 All members shall be entitled to receive the minimum of eight (8) hours off-duty between the time they have completed one scheduled shift of work and the time they commence another scheduled shift of work. In the event that a member is scheduled or rescheduled to work a shift which does not allow for the minimum of time off, of eight (8) hours and he works such shift (and unless otherwise agreed by members who exchange shift with prior concurrence of the Chief of Police), the member shall receive overtime premium for such hours in accordance with the overtime provision of this agreement. It is understood that overtime worked shall not determine the minimum off-duty period (also refer to Letter of Agreement #5).

7.06 All hours worked by a member of the Lethbridge Regional Police Service on Christmas Eve and/or New Years' Eve, between the hours of 4:00 p.m. and 12:00 midnight, shall be paid at the rate of two (2) times his regular rate.

7.07 When a member is assigned to work overtime which extends three (3) hours beyond the member's regular shift, the member shall receive a meal allowance of **ten (10) dollars.**

7.08 Members may elect to accumulate up to a maximum of one hundred and sixty (160) hours in an "accumulated time bank". Accumulated time hours may be earned through overtime hours, call-out hours, extension of duties, court time or statutory holidays. Once a member has elected to "bank" these hours, the hours must be taken as time off from work. Time off in lieu of accumulated time must be arranged at times mutually agreeable between the Chief of Police, his designate, and the member.

8.00 STATUTORY HOLIDAYS

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

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

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

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

8.03 (a) When a Statutory or declared holiday falls on a member's regular work day and he is required to work, he shall be paid for the actual time worked at the rate of two (2) times his regular hourly rate of pay per hour, plus eight (8) hours pay at his regular rate for the holiday.

(b) **Members who are called out or required to work an extension outside of their regular scheduled shift as per paragraph "a" shall be paid at a rate of two (2) times their regular rate of pay plus the actual time worked.**

8.04 When a Statutory or declared holiday falls on a member's regular day off and he is called to work, he shall be paid at the rate of two (2) times his

regular rate of pay for the actual time worked, plus eight (8) hours pay at his regular rate for the holiday. **Travel time will be paid in accordance with Clause 7.03(a).**

- 8.05 With respect to holidays that fall on Saturday or Sunday and are commonly celebrated on the Monday following (when such Monday is declared by the City as the day in lieu of the Holiday), the premium pay shall be paid with respect to the Monday and not with respect to the Saturday or Sunday. With respect to members working shifts, premium pay shall be paid on the actual holiday and not on the Monday following.
- 8.06 If a Statutory or declared holiday falls during the annual vacation of a member, he shall be entitled to an additional day off at the discretion of and with the approval of the Chief of Police.
- 8.07 When a Statutory or declared holiday falls on a member's day off and he does not work, he shall be paid **eight (8) hours** pay or he may apply for eight (8) hours accumulated time.
- 8.08 If any Governmental Body, whose authority is binding in these matters proclaims a holiday, it will be recognized as a legal holiday except when replacing a holiday named in this Article, in which case, the proclaimed holiday only shall be recognized.

9.00 ANNUAL VACATIONS

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

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

<u>Month Entering Service</u>	
January	120 hours
February	112 hours

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

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

Members shall be entitled to:

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

One hundred sixty (160) hours vacation with pay in the eighth (8th) calendar year of continuous employment.

Two hundred (200) hours vacation with pay in the seventeenth (17th) calendar year of continuous employment.

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

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

9.02 With the approval of the Chief of Police, a member may be permitted to bank annual leave as follows:

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

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

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

- 9.03 When requested, annual leave shall be granted as soon as practicable after the end of the first calendar year in which the member commenced his service.
- 9.04 Any member of the Lethbridge Regional Police Service who is detailed for duty for any purpose whatsoever, including any court attendances which arise or are necessary as a result of being a Peace Officer, during his annual leave shall be entitled to another full day of leave for each portion thereof that he is required to travel to and from as well as perform his duties. Weekly leave days immediately prior to or after scheduled annual leave shall be considered as annual leave for the purposes of this Article and Clause 9.05. The annual leave must be approved prior to the service of the court notice upon the member.
- 9.05 All necessary and reasonable travel expenses including food and lodging actually incurred by a member of the Lethbridge Regional Police Service in returning from vacation to undertake any duty required of him during annual vacation, shall be paid by the Employer and including, when applicable, all such expenses of returning to the place from which the said member had to return to undertake such duty.

10.00 WORKING HOURS

- 10.01 Other than the attached Letter of Agreement #5 the regular work week shall be five (5) work shifts of eight (8) hours each, and the regular work day shall be a work shift of eight (8) hours provided that each member shall be entitled to a one-half (1/2) hour meal period in each daily work shift, except as otherwise agreed upon by the Police Association and the Lethbridge Regional Police Commission.
- 10.02 Except as otherwise agreed between the Association and the Employer, all hours a member is authorized to work in excess of forty (40) hours per week or eight (8) hours per day will be either overtime or court time and shall be paid for at the applicable rates set out herein.
- 10.03 All members of the Lethbridge Regional Police

Service shall be entitled to receive two (2) days off duty each week.

11.00      DISABILITY - MEMBERS

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

11.02      OCCUPATIONAL DISABILITY

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

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

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

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

11.05      A member will be allowed to accumulate up to a maximum of twenty (20) hours in each year of

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

- 11.06 If a member **has a non-occupational illness or injury** for three (3) days or more while on earned vacation, **those** days shall not be considered vacation, but shall be considered as sick time, if the member produces medical evidence **to support the claim.**
- 11.07 If the Employer so requests and has reason to doubt justification for the cause of absence, the employee must produce medical evidence satisfactory to the Chief when the working day prior to or following any requested leave period is taken as a sick day.
- 11.08 The provisions of this Article will apply when a member is attending a training course approved and paid by the Lethbridge Regional Police Service, and when the member is in direct route to or from such course, whether or not the member is being paid for travelling time.
- 11.09 An Employer requested medical assessment becomes the property of the Employer.
- 11.10 It is the member's responsibility to notify the Duty Sergeant at least one (1) hour before, but in any case not later than, the member's regular time of starting work or any special time that the member may have been called out if the member is unable to work.
- 11.11 Continuation of Benefits While Ill or Disabled
- (a) A permanent member who is absent from work because of non-occupational illness or non-occupational disability shall continue to enjoy Alberta Health Care, Extended Health Care and Group Dental Coverage without costs until the member has been absent for a period of twelve (12) months.

- (b) A permanent member who is absent for work because of an occupational illness or occupational disability shall continue to enjoy Alberta Health Care, Extended Health Care and Group Dental Coverage without benefit premium costs until the member reaches thirty (30) years of service.

11.12 Accommodation

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

12.00 PROMOTIONS

12.01 In the event that there is a vacant established position requiring filling from the rank of Constable or any higher rank, then the probationary period required to qualify for such position shall not exceed six (6) months from the date that the member is appointed to such position. Appointments to vacant established positions will be made within one hundred and eighty (180) calendar days. It is understood that promotions will be automatically confirmed upon the completion of the probationary period. The exception shall be that if in the judgement of the Chief of Police, the member under probation proves not qualified to fill the position, he may terminate the period of probation and withdraw the opportunity for promotion. This act of termination must however, be invoked prior to the date that the probationary period terminates and the Chief of Police must, in all cases, give reasons to the member for the withdrawal.

12.02 Any member of the Lethbridge Regional Police Service who is required to write examinations in order to qualify for promotion and who is advised that he has not passed the qualifying examinations, shall be entitled to appear before the Examining Board and be entitled to be advised of his marks on each examination and be entitled to have such examinations remarked.

12.03(a) Regular vacancies and promotions shall be filled and made from qualified members in the required or lower rank having the knowledge, skills, ability, seniority and education and the member that is, in the opinion of the Chief and Inspectors, best

qualified, shall be entitled to the promotion.

- (b) If an appointment is to be made to a temporary acting position and such appointment may provide temporary promotion for any member, such appointment shall be made from amongst the members who have passed the written exam for the rank in which they will be acting within the past three (3) years. Temporary Acting Appointments shall not exceed one hundred and eighty (180) calendar days, at which time a promoted member will permanently fill the position/vacancy. A member may be in a Temporary Acting Position beyond one hundred and eighty (180) calendar days when relieving a member who is absent as a result of accident or illness, without the promotion to that rank being confirmed.

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

12.05(a) A constable shall not be eligible to participate for promotion until writing and passing a qualifying exam. The member is first eligible to write the qualification exam in their fifth (5) calendar year of continuous employment with the Lethbridge Regional Police Service. The exam will be held once every calendar year unless otherwise mutually agreed. The mark necessary to qualify for promotion shall be sixty percent (60%). This mark will be retained for three years. The member will be eligible for promotion after passing the qualification exam and completing five (5) years of actual continuous employment with the Lethbridge Regional Police Service.

- (b) For a member to remain qualified for promotion after three years the examination must be re-written and a mark of sixty percent (60%) achieved, this examination will incorporate the requirements outlined in Clause 12.06, Senior Constable.

- (c) At the discretion of the Chief of Police, a member may be permitted to postpone the writing of a

qualifying exam, however, where such a postponement is granted, the member shall write the exam at the earliest opportunity upon return to work.

- 12.06(a) The **pay classification** of Senior Constable I shall be provided to First Class Constables who are in their eight (8th) year of continuous employment with the Lethbridge Regional Police Service, and who have attained a passing mark on the exam outlined in Clause 12.05. The salary for this **pay classification** shall be three (3) percent above the First Class Constable salary. **The salary for this pay classification shall be five (5) percent above the First Class Constable salary effective December 31, 2008.**
- (b) The **pay classification** of Senior Constable II shall be provided to members who are at the Senior Constable I pay classification and who are in their eleventh (11th) year of continuous employment with the Lethbridge Regional Police Service. **The salary for this pay classification shall be nine (9) percent above the First Class Constable salary.**
- (c) At the discretion of the Chief of Police, a member may be permitted to postpone the writing of a qualifying exam, however, where such a postponement is granted, the member shall write the exam at the earliest opportunity upon return to work.
- 12.07 All permanent vacancies or promotions shall be posted thirty (30) days prior to any appointments or promotions, unless otherwise agreed upon by the Chief of Police and the Lethbridge Police Association. Only members who have qualified and have presented themselves to the interview board shall be eligible for promotion until the interview board next convenes. **The interview board shall assign a weighted score based on the candidate's interview. This score, along with any other score(s) shall be forwarded to the Chief and Inspectors who will determine who shall be promoted.** The interview board shall convene at least once every calendar year unless otherwise mutually agreed.
- 12.08 Members at the Sergeant rank who wish to be considered for promotion to a higher rank will be required to write a qualifying exam. The mark necessary to qualify for promotion shall be sixty

(60) percent. This mark will be retained for three years. For Sergeants to remain qualified for promotion to a higher rank, after three years the examination must be re-written and a mark of 60% achieved.

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

13.00 COURT TIME

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

13.02(a) When a member is required to and does attend court to carry out his duties as a Police Officer during hours other than those of his regular shift, he shall be allowed a court time credit of a minimum of two (2) hours at overtime rates, for each attendance (morning or afternoon) provided that no member shall be credited for more than one (1) court appearance in the forenoon and one (1) in the afternoon of any one (1) day.

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

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

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

- 13.05 When a member is on vacation and is called to appear in court, he shall be paid eight (8) hours at overtime rates.
- 13.06 Any member scheduled to appear in court during hours other than those for which he is regularly scheduled to work shall, in the event of the cancellation of the court appearance, be given notice of such cancellation either prior to the end of his last regular shift worked or eight (8) hours in advance of the court appearance, whichever is the lesser. Should he not be notified of the cancellation, he shall be paid at the prescribed rate of court pay. Members who have telephone answering machines, and who have been contacted by the Lethbridge Regional Police Service by having a message left on the answering machine are considered to be duly notified of a court overtime cancellation by the Employer.
- 13.07 In the event a member has requested and has received approved accumulated time off, and is subsequently required to attend court, he shall have the option of cancelling his request for accumulated time off or may receive a court time credit of not less than two (2) hours at overtime rates, for each attendance (morning or afternoon) provided that no member shall be credited more than one (1) court appearance in the forenoon and one in the afternoon of any one (1) day.

14.00 MEMBERS BENEFITS

- 14.01 All eligible members shall be entitled to be covered under the Alberta Health Care Insurance Commission Plan, in accordance with the terms of the contract.
- The Employer shall contribute One Hundred (100) percent of the total premium cost for members so enrolled.
- 14.02 All eligible members shall be entitled to be covered under the Alberta Blue Cross Plan (Associated Hospitals of Alberta) in accordance with the terms of the contract. The Employer shall contribute One Hundred (100) percent of the total premium cost for members so enrolled.
- 14.03 All eligible members will be covered under a Dental

Plan. The Employer shall contribute One Hundred (100) percent of the total premium cost for members so enrolled. The plan will cover one hundred percent (100%) of the cost.

14.04 The Employer reserves the right to contract employee benefit services with any carrier provided substantially the same benefit coverage is retained.

15.00 LEAVE OF ABSENCE

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

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

15.03 PARENTAL LEAVE

Both the Employer and the Association recognize Maternity Benefits of the Employment Standards Act of Alberta.

(a) During the first fifteen (15) weeks minimum maternity leave provided under the Employment Standards Act of Alberta, the Employer shall:

Contribute fifty (50) percent of the cost to the members benefits. The benefits included are Group Life Insurance, Alberta Health Care, Blue Cross and Dental Coverage.

If the member extends her leave past the fifteen (15) week minimum the contributions may continue at the employees discretion based on 50 (fifty) percent cost shared basis with the Employer, with the exception of the Special Forces Pension Plan. Such employees may elect to purchase back their service in the Special Forces Pension Plan through payroll deductions. If such election is made, the Employer will make the required employee

contributions for the period of absence.

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

- (b) Parental Leave shall be made available to all members. The total leave, to be taken at the member's discretion, shall not exceed fifty-two (52) weeks in the case of birth mothers and shall include the period before and after the estimated date of delivery. The leave shall be taken in one continuous period. Fathers and adoptive parents shall be eligible for up to thirty-seven (37) weeks leave of absence taken at the member's discretion. Parental Leave shall be without pay.
- (c) The member shall advise the Chief of Police as soon as practical of her pregnancy and estimated date of delivery. The member shall give at least two weeks notice in writing of the date the member intends to commence Parental Leave. If the member intends to extend her Parental Leave past the fifteen (15) week minimum she shall advise the Chief of Police in writing five (5) weeks prior to the expiration of the fifteen (15) week period. The member shall advise the Chief of Police in writing at least two (2) weeks prior to her intention to resume normal duties. Upon her return to duty the member will supply a medical certificate stating she is able to resume her normal duties. Upon the member returning to duty her benefits will be restored to reflect the current contributions and coverage.
- (d) No member shall lose seniority during Parental Leave. The member will be re-instated at the rank that would have achieved had the member not been on Parental Leave.
- (e) If the Chief of Police is of the opinion the member's pregnancy interferes with the performance of her duties, the Chief of Police may in writing advise the member of this opinion and require the member to commence Parental Leave twelve (12) weeks or less than the estimated date of delivery.
- (f) PATERNITY LEAVE

Paternity leave shall be granted with pay to all male employees for one working day for either the

birth or adoption of his child. Paternity leave may be claimed only for the day of the birth/adoption of the child, the day immediately preceding or immediately following the birth/adoption, or the day the child is discharged from the hospital.

15.04 EDUCATION LEAVE

An employee may be granted education leave without pay and without loss of seniority only insofar as the operation of the Lethbridge Regional Police Service will permit at the discretion of the Chief of Police. The maximum leave allowed under the clause is two (2) years. Requests for extensions of leave that are requested prior to the expiration of the leave may be considered by the Chief of Police.

15.05 RETURNING FROM LEAVE

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

16.00 THIS ARTICLE INTENTIONALLY LEFT BLANK

17.00 MANAGEMENT'S RIGHTS

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

18.00 COMPASSIONATE LEAVE

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

off may be submitted to the Chief of Police for consideration.

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

18.03 It shall be the obligation of the member to give notification of the necessity to use any compassionate leave to the satisfaction of the Chief of Police, before he shall be entitled to compassionate leave as specified above.

19.00 SHIFT DIFFERENTIAL

Members who work a shift, the major portion of which falls between the hours of 4:00 p.m. and 8:00 a.m. shall receive a shift differential of eighty (.80) cents per hour.

Payment of shift differential is subject to the following conditions:

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

20.00 WAGES

20.01 Each member of the Lethbridge Regional Police Service shall be paid a wage or salary at the rate specified in the attached Appendix "A" for the applicable rank **and pay classification** of such member.

20.02 Wages shall be paid to members of the Lethbridge Regional Police Service bi-weekly.

20.03 Service Pay

Every member shall receive service pay as follows:

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

20.04 (a) When a member above the rank of Constable is away

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

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

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

20.05 All members shall attain the **pay classification** of First Class Constable upon successfully completing fifty-four (54) months service with the Lethbridge Regional Police Service.

21.00 **EXPERIENCED OFFICER PROGRAM**

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

22.00 **CLOTHING AND EQUIPMENT**

22.01 Any member of the Lethbridge Regional Police Service assigned to plainclothes duty shall receive an annual allowance of one thousand one hundred dollars (\$1,100) payable in two (2) equal

installments which will be deposited on the pay cheque immediately following January 1<sup>st</sup> and July 1<sup>st</sup>. Where a member of the Lethbridge Regional Police Service is absent from duty for three (3) months or more, the annual allowance shall be pro-rated.

22.02 In the event that the member has served in plainclothes duty continuously for less than three (3) months, subsequent to the receipt of either payment, the member shall refund one-half (1/2) of the last payment so received.

22.03 Any uniformed member of the Lethbridge Regional Police Service assigned to work in plainclothes for a period of thirty (30) days or more in each year, consecutively or otherwise, shall receive a clothing allowance of ninety-one dollars and sixty-seven cents (\$91.67) for each thirty (30) days worked in each year but limited to the amount of annual allowance provided in this agreement.

22.04 Every uniformed member shall be issued clothing and equipment as required.

22.05 The member receiving the clothing allowance is required to keep his clothing clean and in good repair and in the event of his clothing being damaged in the execution of his duties, such clothing may be repaired or replaced at the expense of the Lethbridge Regional Police Service, if authorized by the Chief of Police.

22.06 All uniformed members will receive an annual cleaning allowance of two hundred dollars (\$200), for the purpose of cleaning pants, tunics, hats, winter jackets and coats. The cleaning allowance will be payable in two (2) equal instalments which will be deposited on the pay cheque immediately following January 1<sup>st</sup> and July 1<sup>st</sup>.

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

23.00 DEATH AND DISABILITY BENEFITS

23.01 In this part:

(a) Salary shall mean the basic rate of pay as from

time to time set forth in the pay schedule forming part of this agreement, and where schedule sets forth pay ranges, it shall refer to the step in the range received by the member at the time of death or disability, but not including service pay.

- (b) "Dependent Child" of a member means the child of a member who is an unmarried person under the age of 18 years.

23.02 If a member of the Lethbridge Regional Police Service is killed or totally disabled as a direct result of the performance of his duties, the following shall apply:

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

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

- (a) Any taxes and statutory reductions required by law.
- (b) With respect to the portion of any pension, annuity or insurance settlement to which the Employer has contributed to, and in the event of the foregoing benefits taking the form of a lump-sum settlement, rather than a monthly allowance; such settlement shall be spread over a ten (10) year period to

determine the monthly amount to be deducted. In the event the member dies prior to the 10 year period being completed, the Employer will only utilize those one-tenth annual portions, for the years the member lived, and the remaining portions of the lump-sum settlement will be forwarded to his spouse, children, estate, etc. as befits the case. It shall be the responsibility of the member's estate to apply for every benefit available before taking advantage of the provisions of this clause.

- 23.04 The Employer's liability hereunder to the spouse shall cease:
- (a) In the event the spouse remarries, the amount payable of the gross applicable salary shall reduce by one-third (1/3).
  - (b) In the event the spouse enters into a common-law relationship as defined in the Workers' Compensation Act, the amount payable of the gross applicable salary shall reduce by one-third (1/3).
  - (c) In the event of the death of a member leaving no spouse but a dependent child or children, payments shall cease when dependants reach the age of 18 years.
  - (d) Payments will not be continued beyond the date the member would have accumulated thirty (30) years of pensionable service under the Special Forces Pension Plan, at which time such deceased member would have been eligible for retirement superannuation benefits from the Employer had the member's death not occurred.
  - (e) In the event a spouse abandons or deserts any dependent children, the **Employer** shall have the right to direct that any payment forthcoming, by virtue of these provisions, shall be paid to the benefits of such children following application by the Official Guardian to the Court pursuant to the provisions of the **Child, Youth and Family Enhancement Act, R.S.A. 2000.**

23.05 Disablement Benefits

- (a) In the event a member becomes disabled while performing his duties as a Police Officer and is unable to perform assigned duties as a member of

the Lethbridge Regional Police Service, the Employer shall guarantee to the member any amount equal to the amount of **bi-weekly** salary such member would have received in the same or equivalent classification in which employed at the time the disability occurred.

- (b) In calculating the amount to be paid by the Employer in any month, the provisions of Clause 23.01 respecting deductions shall apply with the necessary changes.
- (c) In no event shall payment be continued beyond thirty (30) years of service.

23.06      Reduction by Employer of Amount Payable

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

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

23.08      The Commission shall not be liable under the provisions of Clause 23.05 under the following

conditions:

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

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

24.00 STACKING OF PREMIUMS

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

member.

25.00     PROTECTION

25.01(a) The Employer shall, in a timely manner, pay all reasonable legal expenses and cost with respect to any criminal or civil action (including Traffic Safety Act charges, Law Enforcement Review Board hearings, Fatality Inquiries and Commissions of Inquiry) taken against or in respect to a member or former member of the association arising out of such member's actions or omissions while engaged in the member's duties as a Police Officer, whether on duty or off duty, and shall indemnify and save harmless such member from any monetary award relating thereto. This shall not apply where the action of such member constitutes a gross disregard or gross neglect of duties as a police officer or in disciplinary matters.

(b) Any member of the Association becoming aware of any claim or action being taken against the member with respect to such member's duties as a Police Officer shall immediately notify the Chief of Police and the City Solicitor with respect to same.

(c) A Committee, consisting of the Inspector of Administrative Support Division, the City Solicitor, the Human Resources Manager and a member of the Lethbridge Police Association Board and/or their designate shall determine if an action against a member is eligible for protection or indemnification under this Clause. The affected member, or designate, as well as the Chief of Police, shall be afforded an opportunity to present their case to the Committee.

(d) The Employer reserves the right to tax all accounts.

25.02 In the event that a member is partially incapacitated as a result of illness or injury, every effort shall be made to employ such member in the Lethbridge Regional Police Service or elsewhere in the Civic Service, as befits the case.

26.00     CONDUCT

As per the Police Act, Chapter **P-17** Revised Statutes of Alberta and the Police Services Regulation, Alberta

Regulation 356/1990.

27.00 TRAINING

- 27.01(a) 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. Such hours expended in attending training courses shall not be included as hours of work, nor shall such attendance be considered as "call-out".
- (b) Where training is attached to the beginning or end of a regularly scheduled shift, such training shall not exceed two (2) hours in length unless mutually agreed otherwise.
- (c) If a member is required to travel to a required training course on the member's weekly leave day, the member shall be credited with accumulated time off at the regular hourly rate for the actual time spent traveling to the training to a maximum of five (5) hours.

27.02 Members attending Training Courses outside the City of Lethbridge shall be entitled to a per diem expense allowance of ten dollars (\$10) for each day in attendance that requires an overnight stay, excluding travel days to and from the course.

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

28.00 TERMINATION & LAY-OFF

28.01 Any probationary member who is going to be dismissed shall be advised that he has the right to

have a representative of the Lethbridge Police Association present when he is given reason for his dismissal. Probationary members shall be entitled to a hearing before the Chief of Police.

The probationary member may also make application to present his written and oral response to the recommendation to terminate to the Chief of Police. The Chief of Police shall convene a hearing at which time submissions by the Service and the probationary member will be heard. The probationary member will be entitled to bring a member of the Board of Directors of the Lethbridge Police Association that represents the officer and/or legal counsel.

28.02 If the Commission determines that it is necessary to lay off members of the Association, the members shall be laid off in the reverse order to their seniority in the Lethbridge Regional Police Service.

29.00 LONG TERM DISABILITY

If a member is absent due to sickness or non-occupational or occupational injury for a continuous period of one (1) year or more, he shall not be entitled to accumulate vacation and holiday credits, from and after the first anniversary date of his absence and until he has returned to work.

30.00 SPECIAL FORCES PENSION

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

30.01 CONTRIBUTION RATES

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

30.02 PRIOR SERVICE

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

30.03 RETIREMENT

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

30.04 GREATER REPAYMENT ARRANGEMENTS

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

31.00 INCORRECT PAYCHEQUE

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

IN WITNESS THEREOF THE PARTIES HAVE SET THEIR HANDS AND SEALS

CITY OF LETHBRIDGE  
LETHBRIDGE REGIONAL POLICE  
COMMISSION

LETHBRIDGE POLICE  
ASSOCIATION

\_\_\_\_\_  
CHAIRMAN

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
SECRETARY

\_\_\_\_\_  
CITY CLERK

BARGAINING COMMITTEE

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BARGAINING COMMITTEE

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## 2006 - 2009 Rates

### Lethbridge Police Association

Pay Classification	Job Code	Index	1-Jan-06 4%	1-Jan-07 4%	1-Jan-08 4%	1-Jan-09 4%
Acting Inspector	301C	142	\$46.12	\$47.97	\$49.88	\$51.89
Staff Sergeant	303B	132	\$42.87	\$44.59	\$46.37	\$48.23
Sergeant	301B	120	\$38.98	\$40.54	\$42.16	\$43.85
Senior Constable - Level 2	303A	109	\$35.40	\$36.82	\$38.29	\$39.83
Senior Constable - Level 1	302A	103*	\$33.45	\$34.79	\$36.18	\$38.37
Constable 1st Class	301A	100	\$32.48	\$33.78	\$35.13	\$36.54
Constable 2nd Class (12 months)		90	\$29.23	\$30.40	\$31.62	\$32.89
Constable 3rd Class (12 months)		80	\$25.98	\$27.02	\$28.10	\$29.23
Constable 4th Class (12 months)		70	\$22.74	\$23.65	\$24.59	\$25.58
Probationary Constable (18 months)		60**	\$19.49	\$20.27	\$21.78	\$23.75

\* Moves to 105% effective December 31st, 2008

\*\* Moves to 62% effective September 4, 2007 and 65% March 1st, 2008

For annual rates use 2080 hours per year

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

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**RE: TEMPORARY ACTING POSITIONS**

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

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

Continuous relief shall mean only those hours the relief member was scheduled to work and did work in the relief position, and shall include up to 40 hours absence for any reason during the first 200 continuous hours.

It is understood that this letter of agreement shall serve to provide further definition and application to Clause 20.04(a) and it is not intended that Clause 20.04(a) be changed or replaced.

Signed this \_\_\_ day of \_\_\_\_\_, 2007 at Lethbridge,  
Alberta.

CITY OF LETHBRIDGE

LETHBRIDGE POLICE ASSOCIATION

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

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**RE: FLEXIBLE BENEFIT PLAN**

This Letter of Agreement replaces the provisions of Article 14.00.

1. Effective August 1, 2001, a flexible benefit plan will be implemented for all eligible members.
2. The benefits provided to members under the plan will be in accordance with the terms and conditions of the benefit plan contracts. The Employer reserves the right to contract employee benefit services with any carrier provided substantially the same benefit coverage is retained.
3. The monthly premium costs for core benefits will be paid as follows:
  - a) Premiums for Core Extended Health Care and Core Dental Care will be 100% paid by the Employer.
  - b) Premiums for Basic Life Insurance and Alberta Health Care will be 100% paid by members.
4. The Employer will contribute flexible credits to eligible members calculated at 100% of the Employer cost reduction resulting from the reallocation of benefit premium costs. The Employer's cost reduction due to reallocation of benefit premium costs will be calculated on an annual basis, and any reduction will be averaged amongst the flexible benefit accounts of all eligible members.
5. Eligible members may opt-up, opt-down or opt-out of the Core Extended Health Care Plan and the Core Dental Care Plan in accordance with the terms of the flexible benefit plan. Premium costs for opt-up coverage will be 100% paid by employees participating in the opt-up plans. Flexible credits for opt-out or opt-down coverage will be calculated at 75% of the Employer cost reduction.

6. Eligible members may choose to apply for optional life insurance benefits and optional AD & D coverage. The premiums for these voluntary benefits will be 100% paid by members participating in these plans.
7. Costs for the administration of the flexible benefit plan will be paid 100% by the members. Member contributions will be deducted from flexible credits on an annual basis.
8. The following will replace the language in Clause 11.11 during the life of this letter:

Continuation of Benefits While Ill or Disabled

- a) A permanent member who is absent from work because of non-occupational illness or non-occupational disability shall continue to enjoy core Extended Health Care and core Dental Coverage without benefit premium costs until the member has been absent for a period of twelve (12) months.
  - b) A permanent member who is absent for work because of an occupational illness or occupational disability shall continue to enjoy core Extended Health Care and core Group Dental Coverage without benefit premium costs until the member reaches thirty (30) years of service.
9. The following will replace the language in Clause 15.03 (a) during the life of this letter:

Benefits While on Parental Leave

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

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

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

10. The benefit plan year is January 1<sup>st</sup> to December 31<sup>st</sup>.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2007 at Lethbridge,  
Alberta.

CITY OF LETHBRIDGE

LETHBRIDGE POLICE ASSOCIATION

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**LETTER OF UNDERSTANDING #3  
BETWEEN  
THE CITY OF LETHBRIDGE  
REGIONAL POLICE COMMISSION  
AND  
THE LETHBRIDGE POLICE ASSOCIATION**

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

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

Program Application

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

Eligibility Criteria

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

Terms of the VSIO Program

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

Application Process

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

Signed this \_\_\_ day of \_\_\_\_\_, 2007 at Lethbridge, Alberta.

CITY OF LETHBRIDGE

LETHBRIDGE POLICE ASSOCIATION

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

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**RE: SCHEDULE "B"**

**PROVISIONS REGARDING COMPRESSED WORK WEEK APPLICABLE TO THE  
COMMUNITY POLICING DIVISION, THE CRIMINAL INVESTIGATION  
DIVISION, AND THE ADMINISTRATIVE SUPPORT DIVISION.**

**PART A - GENERAL**

1. The provisions contained in SCHEDULE "B", PART "A" apply to all members of the Lethbridge Police Association ("the Association") working a compressed work week including, but not limited to, the Patrol Operations Section (previously referred to as the Uniform Patrol Division), the Public Service Unit, the Canine Unit, the Traffic Response Unit, the Criminal Investigation Division, and the Identification Unit. The provisions pertaining to compressed work week set out in Schedule "B" will supersede the provisions of the Collective Agreement for the term 2006 to 2009 between the Parties to which this Letter is attached. Where a conflict exists between provisions in the Collective Agreement and this Letter, the provisions of this Letter will apply.
2. All members who are on a compressed work week schedule and who are required to attend training courses shall attempt to have their scheduled days off varied in order that they neither gain nor lose time off as a result of reverting to an eight (8) hour day.
3. Definitions of the work day, the work week and weekly leave for those members on a compressed work week schedule shall be considered to have been revised to conform to the applicable compressed work week schedule. Employees working the compressed work week shall be entitled to annual vacation entitlement and sick leave entitlement based on an hourly conversion of such entitlements as set out in the Collective Agreement. These entitlements shall then be received by the employee on an hourly equivalent basis in application to the compressed work week hours.

4. A joint committee shall be established consisting of two representatives from the Service and two representatives from the Association. This joint committee shall have the purpose of reviewing the operations of the shift schedules contained in Schedule "B" on an as-required basis and make recommendations to the Executive. There will be a mandatory assessment conducted one year after implementation of the shift schedules.
5. An Earned Time Off (ETO) Bank shall be created and administered by the City of Lethbridge. The intention of the ETO Bank is to manage the working hours so that the members will have worked 2080 hours per **payroll year**.
6. All members assigned to a compressed work week shall be paid at a rate of forty (40) hours per week, together with any shift differential, overtime, statutory pay, to which the member is entitled or any other earned entitlement, for actual hours worked during that week.
7. For the purpose of this letter of Agreement, a regular workday is defined as the day in which the member starts his/her shift. For clarification, an example is as follows:  
  
Monday - the member begins work at 7:00 AM and finishes at 7:00 PM  
Tuesday - the member begins work at 7:00 AM and finishes at 7:00 PM  
Wednesday - the member begins work at 7:00 PM and finishes at 7:00 AM on Thursday  
Thursday - the member begins work at 7:00 PM and finishes at 7:00 AM on Friday  
Monday, Tuesday, Wednesday and Thursday are considered regular workdays, Friday is considered Weekly Leave (off-duty day).
8. A member required to attend court during the 24-hour rest period between the second day shift and the first night shift shall be paid at a rate as defined in Clause 13.02 of the Collective Agreement. **(2 Double)**
9. A member required to attend court on the day that his/her first night shift concludes and his/her second night shift begins (Thursday in the above example), shall be paid at a rate as defined in Clause 13.03 of the Collective Agreement. **(3 double)**
10. A member required to attend court on the day that his/her second/last night shift concludes, shall be considered Weekly Leave, (Friday in the above example), and shall be paid at a rate as defined in Clause 13.04 of the Collective Agreement. **(4 double)**

11. There shall be no training before or after a member's regularly scheduled shift or on a member's first weekly leave day when such training directly follows his/her last night shift.
12. When a member of the Service is required to work on his/her weekly leave (off-duty), the member shall be paid at the rate of two (2) times the member's regular rate of pay for all hours worked.
13. All hours worked by a member in excess of his/her regularly scheduled shift shall be paid at the rate of two (2) times the member's regular rate of pay for all hours in excess there of.
14. Notwithstanding Part "A" paragraph 12 of this Letter of Agreement, any member who works on a statutory holiday or declared holiday as defined in Article 8 of the Collective Agreement shall be paid at the rate of two (2) times the regular rate of pay for actual hours worked on the statutory holiday or declared holiday plus eight (8) hours pay at the member's regular rate.
15. Shift Differential shall be paid in accordance with Clause 19.00 of the Collective Agreement.
16. The Chief of Police may retard the start time for any member's dayshift or advance the start time for any member's nightshift without penalty for up to four hours of the scheduled start time in order to supply training for the members. Members shall be notified of the time and date that training is to commence thirty (30) days in advance along with the topic to be covered, to ensure adequate resources.
17. The terms of this Letter of Agreement shall be in effect on February 5, 2003, at 12:00 AM, shall be binding on the Parties thereafter, and shall not be altered by any party except through negotiation.

#### **PART B - PATROL OPERATIONS SECTION**

Subject to the provisions of PART "A" above, the parties agree that the compressed work week schedule applicable to the Patrol Operations Section shall have the following specific provisions:

1. Shifts shall be Twelve (12) continuous hours in length and shall follow the schedule set out in the attached Appendix "B"

2. The basic shift schedule for the Patrol Operations Section shall consist of four (4) Teams with members working twelve (12) hour shifts from 07:00 hours to 19:00 hours for two (2) days, with a twenty-four (24) hour rest period, and from 19:00 hours to 07:00 hours for two (2) nights, followed by four (4) days off. This shift schedule shall be implemented consistent with the following example:

	S	M	T	W	R	F	S	S	M	T	W	R	F	S	S	M	T	W	R	F	S				
TEAM A						D	D	N	N					D	D	N	N					D			
TEAM B				D	D	N	N					D	D	N	N							D	D	N	
TEAM C	D	D	N	N						D	D	N	N									D	D	N	N
TEAM D	N	N						D	D	N	N					D	D	N	N						

3. On January 1 and June 1 of every year, members assigned to the Patrol Operations Section shall be credited half of the projected Earned Time Off (ETO) hours that the member will earn based on their schedule for the year. All Earned Time Off (ETO) shall be used prior to the end of the calendar year in which it was earned, and will be scheduled by the member with the approval of their Sergeant. All Earned time will be scheduled as a complete twelve (12) hour shift, unless otherwise agreed by the member. It is agreed that Accumulated Time Off may be used to make up the necessary time in order to have a completed twelve (12) hour shift off. This will occur in the same manner as Annual Leave and Accumulated Time Off are administered. A member who fails to use all of his/her Earned Time Off (ETO) prior to the end of the calendar year, shall lose entitlement to all remaining hours. The Team Sergeant is ultimately responsible and accountable for the administration of the Earned Time Off (ETO) for each member under his/her supervision and will use his/her best efforts to ensure that each member finishes each calendar year with a zero balance in his/her Earned Time Off (ETO) Bank. Under no circumstances shall Earned Time Off (ETO) be paid out in cash or transferred to another member.
4. Should a circumstance arise where a member used more Earned Time Off (ETO) during a year than he/she earned and is no longer able to earn additional Earned Time Off hours due to, but not limited to, a transfer, training leave, maternity leave, and/or extended illness or injury the member will be liable for the outstanding hours. These outstanding hours can be replaced by the member working the hours, transferring them from their Annual Leave Bank or Accumulated Time Off Bank. Under exigent circumstances the Chief of Police may permit a member to carry over Earned Time Off (ETO) over to the following year due to, but not limited to, a transfer, training leave, maternity leave, and/or extended illness or injury. The Chief of Police may conduct a review of a

member's Earned Time Off (ETO) bank and may adjust such bank as necessary when the member is unable to accumulate Earned Time Off (ETO) hours.

5. A member who retires with a negative balance in his/her Earned Time Off (ETO) bank, shall have the outstanding time removed from the members Accumulated Time Off Bank.

#### **PART C - PUBLIC SERVICE UNIT**

Subject to the provisions of PART "A" above, the parties agree that the compressed work week schedule applicable to the Public Service Unit shall have the following specific provisions:

1. The basic shift schedule for the Public Service Unit shall be comprised of two (2) twelve (12) hour day shifts, working 07:00 hours to 19:00 hours for two (2) days, with an nineteen hour (19) rest period and two (2) twelve (12) hour afternoon shifts working 12:00 hours to 24:00 hours, followed by four days off, with exception when working a Sunday Dayshift or a Sunday Afternoon Shift. This shift schedule shall be implemented consistent with the following example in Appendix "C"
2. Dayshift on Sunday will begin at 08:00 hours and conclude at 16:00 hours. Afternoon shift on Sunday will begin at 15:00 hours and conclude at 23:00 hours. The intention of the modified Sunday shifts is to limit the number of ETO hours as close as possible to zero (0) hrs per calendar year, between January 1, and December 31. Any remaining ETO hours will be scheduled off in accordance with Part "B" of this Letter of Agreement.

#### **PART D - CANINE SECTION**

Subject to the provisions of PART "A" above, the parties agree that the compressed work week schedule applicable to the Canine Unit shall have the following specific provisions:

1. The basic shift schedule for the Canine Unit shall be comprised of two (2) twelve (12) hour afternoon shifts, working 14:00 hours to 02:00 hours for two (2) days, with a seventeen (17) hour rest period and two (2) twelve (12) hour night shifts working 19:00 hours to 07:00 hours, followed by four days off, except for scheduled Canine Training Days. This shift schedule shall be implemented consistent with the following example in Appendix "D"

- The Sergeant in charge of the Canine Unit will be responsible and accountable for rescheduling the assigned shifts in order to facilitate training days and to limit the number of hours in each member's Earned Time Off (ETO) Bank to zero (0) prior to the end of each calendar year.

**PART E - TRAFFIC RESPONSE UNIT**

Subject to the provisions of PART "A" above, the parties agree that the compressed work week schedule applicable to the Traffic Response Unit shall have the following specific provisions:

- With the exception of the Sergeant in charge of the Traffic Response Unit, the basic shift schedule for the Traffic Response Unit shall consist of a repeating two (2) week schedule consisting of the following: Two (2) teams with members working Ten (10) hour shifts from 07:00 hours to 17:00 hours for four (4) days, followed by four (4) days off, followed by two (2) afternoon shifts from 1400 hours to 2400 hrs, followed by two (2) afternoon shifts from 1700 hrs to 0300 hours, followed by two (2) days off. This shift schedule shall be implemented consistent with the following example in Appendix "E"

	S	M	T	W	R	F	S	S	M	T	W	R	F	S	S	M	T	W	R	F	S	
TEAM 1		D	D	D	D				A1	A1	A2	A2			D	D	D	D				
TEAM 2				A1	A1	A2	A2			D	D	D	D			A1	A1	A2	A2			

D = Dayshift (0700 - 1700)  
 A1 = Afternoon shift one (1400 - 2400)  
 A2 = Afternoon shift two (1700 - 0300)

**PART F - COMMUNITY POLICING DIVISION, CRIMINAL INVESTIGATION DIVISION, ADMINSTRATIVE SUPPORT DIVISION**

- Subject to the provisions of PART "A" above, excluding those members covered in Part "B" to Part "E" inclusive, members working in the Community Policing Division, Criminal Investigation Division and Administrative Support Division may work a compressed work week consisting of a variety shifts in length conducive to their duties and responsibilities.
- These shift schedules shall be determined with genuine and meaningful input from the members working in those respective areas and subject to approval of the Staff Sergeant and Inspector in charge of those divisions, and to be negotiated with the Lethbridge Police Association Board of Directors.

3. Any changes to the attached shift schedules, in Appendix "F", which represent the current and past practice must be approved by the Lethbridge Police Association Board of Directors, and shall not be altered by either party except through negotiation.

The undersigned Parties agree that this Letter will be attached to the Collective Agreement between the Parties and forms a part thereof a Schedule "B" thereto.

Signed this \_\_\_ day of \_\_\_\_\_, 2007 at Lethbridge, Alberta.

CITY OF LETHBRIDGE

LETHBRIDGE POLICE ASSOCIATION

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