



COLLECTIVE AGREEMENT

BETWEEN

THE CITY OF LETHBRIDGE

AND

LETHBRIDGE POLICE SENIOR OFFICERS

January 1, 2021 to December 31, 2024

THIS AGREEMENT MADE AND ENTERED THE **29** DAY OF **November, 2022**, BETWEEN THE CORPORATION OF THE CITY OF LETHBRIDGE AND THE LETHBRIDGE POLICE SENIOR OFFICERS ASSOCIATION.

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

1.00 TERM OF AGREEMENT

This agreement shall be in force and effect and shall be binding upon the Employer and the Members during the period January 1, **2021** up to and including December 31, **2024**, and from year to year thereafter unless either party to this agreement gives notice in writing to the other party of any changes desired not less than thirty (30) days nor more than ninety (90) days prior to the expiry date December 31, **2024**, or the expiry date of any subsequent year.

The employer will not alter any terms or conditions of employment, as contained herein, except with the consent of the Members during the period that a new Agreement is being negotiated.

2.00 DEFINITIONS

"The Lethbridge Police Commission of the City of Lethbridge" means the Board established by By-law of the City of Lethbridge and is referred to as "the Commission".

"Chief of Police" means the Officer appointed by the Board to be in charge of the Lethbridge Police Service or the member of the Service acting in **their** stead.

"Service" shall mean the City of Lethbridge Police Service.

"Association" shall mean the Lethbridge Police Senior Officer's Association, of the City of Lethbridge in the Province of Alberta.

"Calendar" shall mean a period of twelve (12) consecutive months commencing January 1st, and ending December 31st.

"City" shall mean the Corporation of the City of Lethbridge.

"Member" shall mean a person sworn in as a Police Officer for the Lethbridge Police Service, and, holds the rank of Inspector, or above, but below the rank of Deputy Chief of Police.

3.00 RECOGNITION

3.01 The Commission recognizes the Association as the sole bargaining agent of all members coming within the scope of this agreement.

3.01 Where a member has provided written authorization for the deduction of Association dues to the Employer, dues will be deducted and remitted to the Association. The Association will advise the Employer in writing of the amount of dues to be deducted and shall provide 30 days' advance notice in writing of changes to the membership dues structure.

- 7.06 Eligible members may choose to apply for optional life insurance benefits and optional AD&D coverage. The premiums for these voluntary benefits will be 100% paid by the employees participating in these plans.
- 7.07 Costs for the administration of the Flexible Benefit Plan will be paid 100% by the members. Member contributions will be deducted from flexible credits on an annual basis.
- 7.08 The benefit plan year is from January 1 to December 31.

8.00 SICKNESS AND ACCIDENT

- a) All Members are entitled to the benefits provided through the Disability Partnership Plan.
- b) Continuation of Benefits While Ill or Disabled
A Member who is absent from work because of non-occupational illness or disability shall continue to enjoy core Extended Health and Core Group Dental coverage for as long as the member qualifies for disability benefits through the Disability Partnership.

9.00 DEATH AND DISABILITY BENEFITS

- 9.01 In this part:
 - a) Salary shall mean the **regular** rate of pay as from time to time set forth in the pay schedule forming part of this agreement, and where schedule sets forth pay ranges, it shall refer to the step in the range received by the member at the time of death or disability, but **does not include** service pay **or premiums**.
 - b) "Dependent Child" of a member means the child of a member who is an unmarried person under the age of 18 years.
- 9.02 If a member(s) is killed as a direct result of the performance of **their** duties, the following shall apply:
 - a) In the event of the death of a member, the Employer shall guarantee to the spouse or dependent children, an amount equal to the amount of the bi-weekly salary such member would have received if living and continued in the employ of the Employer in the same or equivalent classification in which such member was employed at the time of death.
 - b) In the event the deceased member dies a widower, or upon the subsequent death of **their** spouse, the Employer shall pay to the trustee of **their** estate or the guardian of the deceased member's children, two thirds (2/3) of the amount the spouse and dependent children would have received pursuant to Clause 9.02 (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.

9.05 Disablement Benefits

- a) In the event a member becomes disabled while performing **their** duties as a Police Officer and is unable to perform assigned duties as a member of the Lethbridge Police Service, the Employer shall guarantee to the member any amount equal to the amount of bi-weekly salary such member would have received in the same or equivalent classification in which employed at the time the disability occurred.
- b) In calculating the amount to be paid by the Employer in any month, the provisions of Clause 23.01 respecting deductions shall apply with the necessary changes.
- c) In no event shall payment be continued beyond thirty (30) years of service if the member had less than thirty (30) years of service at the time of disablement. In no event shall payment be continued beyond thirty-five (35) years of service if the member had more than thirty (30) years of service at the time of the disablement.

9.06 Reduction by Employer of Amount Payable

- a) In the event that a member recovers from a disability to the extent of being capable of gainful employment, becomes so employed, and receives remuneration therefrom which is less than the entitlement under this agreement, such amount shall be paid, assigned, or delivered to the Employer by the member or such other equivalent arrangements as shall be determined by the Employer.
- b) In the event that a member recovers from the disability and becomes gainfully employed and received remunerations therefrom which is in excess of what the member would have been entitled to have been paid under this agreement, the responsibility of the Employer for further payments shall cease.
- c) In the event that the Employer is satisfied that the member is unreasonably refusing to accept gainful employment, which the member is capable of performing, the Employer **shall discontinue all payments under Article 9.05.**

9.07 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.

9.08 The Employer shall not be liable under the provisions of Clause 9.05 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.

10.02 PRIOR SERVICE

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

10.03 RETIREMENT

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

10.04 GREATER REPAYMENT ARRANGEMENTS

In the event the Member is able to arrange with the Special Forces Pension Board for a payment scheduled for 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 City agrees to take any necessary payroll deductions to accomplish same.

11.00 ANNUAL LEAVE

11.01 Members shall be entitled to:

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

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

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

Annual leave shall be approved by the Chief of Police.

11.02 A Member after ten (10) years of service or more may be permitted to accumulate annual leave up to three hundred twenty (320) hours and a member after twenty (20) years of service or more may be permitted to accumulate annual leave up to four hundred (400) hours with the approval of the Chief of Police.

11.03 Any Member of the 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 **their** annual leave shall be entitled to another full day of leave for each day or portion thereof that **they are** detailed for duty as aforesaid.

11.04 All necessary and reasonable travel expenses including food and lodging actually incurred by a Member of the Service in returning from leave to undertake any duty required of him during annual leave, shall be paid by the City and including, when applicable, all such expenses of returning to the place from which the said Member had to return to undertake such duty.

14.00 TRAINING

The Commission and the Members Association recognize that professional development is a mutual responsibility and benefit.

Members attending training courses outside the City of Lethbridge shall receive a per diem expense allowance of 10 dollars for each day in attendance that requires an overnight stay, excluding travel days to and from the course.

Married Members attending training courses for a period of six (6) weeks or greater in duration shall be entitled to a fully paid trip home, or the members spouse may travel to the location of the course, the cost of such travel not to exceed the cost of airfare incurred by the Member to attend the course.

15.00 REMUNERATION

Any member with the rank of Officer shall be paid the annual salary applicable to **their** rank according to the following schedule:

Each Member will be classified and assigned to the rank by the Chief of Police.

Annual salary shall be paid regularly in equal bi-weekly installments.

If a member of the Senior Officers Association is designated to be Acting Chief of Police or Acting Deputy Chief of Police by the Chiet, Deputy Chiet or the Commission, then the member’s salary shall be increased by **ten percent (10%)** for the period so designated. The member shall receive the same level of personal indemnification as the Chief of Police or Deputy Chief of Police for this period. **Effective January 1, 2023.**

Police Inspector

	2.00%	2.90%	2.60%	2.75%	2.50%
	2021	2022	2023	2023-mrkt	2024
effective	1/1/2021	1/1/2022	1/1/2023	1/1/2023	1/1/2024
Level I	\$172,097.94	\$177,088.78	\$181,693.08	\$186,689.64	\$191,356.89
Level II	\$164,839.81	\$169,620.16	\$174,030.29	\$178,816.12	\$183,286.53
Level III	\$157,581.68	\$162,151.55	\$166,367.49	\$170,942.60	\$175,216.16

Level III in the rank of Inspector will be a probationary rank for six (6) months as specified by the Police Act as amended. After the completion of six (6) months the member moves to Level II.

The member remains at Level II in the rank of Inspector for one (1) year. Salary adjustment to Level I in the rank of Inspector will be made upon completion of Level II to the satisfaction of the Chief of Police.

- (e) If the recipient of the notice fails to appoint an arbitrator in the time limits, if the two (2) appointees fail to agree upon a Chairman within the time limits, 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.
- (f) The arbitrator board shall hear and determine the grievance and shall issue an award in writing within sixty (60) calendar days of the hearing. 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.
- (g) The grievance arbitration board, by its decision, shall not alter, amend or change the terms of the Collective Agreement.

- 16.04 Each party appointing an arbitrator shall bear the expenses of its respective appointee and shall bear one-half (1/2) of the expenses of the Chairman of the arbitration board.
- 16.05 For the purposes of the preceding paragraphs, "working days" shall be consecutive days, exclusive of Saturdays, Sundays or holidays recognized by the City.
- 16.06 Where both parties agree, the time limits contained therein may be extended. Such agreement shall be confirmed in writing.
- 16.07 In respect of the time limits prescribed in the grievance procedure under this Agreement, where such time limits have not been met by the Association, or where a grievance has not been advanced to the succeeding step, then the grievance shall be deemed to have been abandoned.

17.00 VACANCIES

When filling a vacancy to a Senior Officer Police position, first consideration will be given to Police member applicants from the Service.

18.00 UNIFORMS AND EQUIPMENT

Members will be issued uniform clothing and equipment on an as needed basis.

A plain clothes allowance of \$1200 annually will be paid to all members covered by this agreement. This payment will be made by regular payroll deposit by January 31 each year. Amounts will not be prorated for members joining or leaving.

19.00 MATERNITY AND PARENTAL LEAVE

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

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

Pauna Costoni

LETHBRIDGE POLICE COMMISSION

[Signature]

LETHBRIDGE POLICE SENIOR OFFICERS' ASSOCIATION

RATIFIED BY LETHBRIDGE CITY COUNCIL ON THE 29 DAY OF November 2022.

CITY OF LETHBRIDGE

[Signature]

MAYOR

[Signature]

CITY CLERK

BARGAINING COMMITTEE FOR
CITY OF LETHBRIDGE

[Signature]

Paul Rocca

[Signature]

Gerald Grobmeier

[Signature]

Chris Lastiwka

BARGAINING COMMITTEE FOR
LETHBRIDGE POLICE SENIOR OFFICERS'
ASSOCIATION

[Signature]

Jason Debrstein

Jason Walper

[Signature]

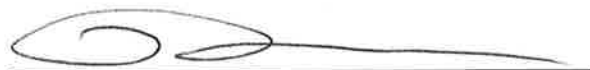
Russell Lawrence

[Signature]

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 **29** day of **November, 2022** at Lethbridge, Alberta.

CITY OF LETHBRIDGE



Paul Rocca



Gerald Grobmeier



Chris Lastiwka

LETHBRIDGE POLICE SENIOR OFFICERS' ASSOCIATION



Jason Dobirstein



Jason Walper



Russell Lawrence

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CITY OF LETHBRIDGE

LETHBRIDGE POLICE SENIOR OFFICERS' ASSOCIATION



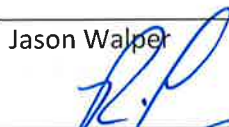
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