

SOURCE	CITY		
EFF.	94	01	01
TERM.	96	12	31
No. OF EMPLOYEES	3		
NO. OF EMPLOYEES	ay		

CITY OF LETHBRIDGE

SENIOR OFFICERS

AGREEMENT

1994 - 1996

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THIS AGREEMENT MADE AND ENTERED THE _____ DAY OF _____, 1995
BETWEEN THE CORPORATION OF THE CITY OF LETHBRIDGE AND THE
LETHBRIDGE CITY POLICE SENIOR OFFICERS.

The EMPLOYER and the SENIOR OFFICERS 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 Senior Officers during the period **January 1, 1994** up to and including **December 31, 1996**, 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, 1996**, 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 Senior Officers during the period that a new Agreement is being negotiated.

2.00 **DEFINITIONS**

"The Lethbridge Municipal 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 Board".

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

"Senior Officers" shall mean those members of the Force holding the rank of Inspector.

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

3.00 **RESIDUAL RIGHTS**

Matters on which this Agreement is silent shall be determined by Law, City Policy, the Police Commission or the Chief of Police, as befits the case.

4.00 **SENIOR OFFICERS**

Senior Officer's may bank up to a maximum of ten (10) days, seventy-five (75) hours of approved overtime. Accumulated overtime shall be earned at straight time.

5.00 **LEGAL EXPENSES AND INDEMNIFICATION**

5.01 All reasonable expenses and costs with respect to any criminal or civil action taken against or in respect to a Senior Officer, arising out of a Senior Officer's actions while engaged in his duties as a Police Officer will be paid by the Board provided such actions do not constitute a gross disregard or neglect of his duty as a Police Officer, or in disciplinary matters.

5.02 The City of Lethbridge will indemnify and save harmless any Senior Officer from any action, claim, cause or demand whatsoever that may be made or arise out of the Senior Officer carrying out the duties of a Police Officer, except where the action of the Senior Officer constitutes a gross disregard or neglect of his duty as a Police Officer, or in disciplinary matters.

6.00 **MEMBER'S BENEFITS**

All Senior Officers shall be entitled to be covered under a Health Care Insurance Plan. The City shall contribute seventy five (75) percent of the total premium cost for members so enrolled.

All Senior Officers shall be entitled to be covered under a Hospital Insurance Plan. The City shall contribute seventy five (75) percent of the total premium cost for members so enrolled.

All Senior Officers will be covered under a Dental Plan. The Employer shall contribute seventy five (75) percent of the total premiums cost for members so enrolled.

SICKNESS AND ACCIDENT

- a) All Senior Officers are entitled to the benefits provided through the STD/LTD Joint Committee Board Plan.
- b) Senior Officers shall provide the Chief of Police with a Medical Certificate signed by a fully qualified medical practitioner, or a fully qualified chiropractor stating the member was unable to work.

- c) **Continuation of Benefits While Ill or Disabled**

A Senior Officer(s) who is absent from work because of non-occupational illness or disability shall continue to enjoy Alberta Health Care, Extended Health Care and Group Dental Coverage without costs until the employee has been absent for a period of twelve (12) months.

A Senior Officer(s) may elect to continue the aforementioned benefits coverage for a further six (6) months provided the employee pays the benefit premiums.

- d) **Retention of Disabled Employee's Position**

Senior Officer(s) who are absent because of non-occupational disability will retain their position for a period of eighteen (18) months from the commencement of disability. After eighteen (18) months of absence, the employee's employment shall terminate.

DEATH AND DISABILITY BENEFITS

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 the 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 Senior Officer means the child of a Senior Officer who is an unmarried person under the age of 18 years.

8.02 **If** a Senior Officer of the Lethbridge 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 Senior Officer, the City shall guarantee to the spouse or dependent children, an amount equal to the amount of the monthly salary such member would have received if living and continued in the employ of the City in the same or equivalent classification in which such member was employed at the time of death.

(b) In the event the deceased Senior Officer dies a widower, or upon the subsequent death of his spouse, the City shall pay to the trustee of his estate or the guardian of the deceased Senior Officer's children, two thirds (2/3) **of** the amount the spouse and dependent children would have received pursuant to Clause 8.02 (a), which sum shall be reduced proportionately upon each child of the deceased Senior Officer reaching the age of eighteen (18) unless the payments derived from the sources at that time, e.g. Workers' Compensation, Pension Annuities and Insurance, proves to be greater, in which case the greater benefits shall apply.

8.03 In calculating the amount to be paid by the City 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) The amount of any pension, annuity or insurance settlement not personally contracted for by such deceased Senior Officer, his spouse or dependent children other wise that by virtue of the employment of such Senior Officer. In the event of the foregoing benefits taking the form of a lump-sum settlement rather than a monthly allowance, such amounts shall be spread over a ten (10) year

period to determine the monthly amount deductible. It shall be the responsibility of the Senior Officer's estate to apply for every benefit available before taking advantage of the provisions of this clause.

8.04 The City's liability hereunder to the spouse shall cease:

- (a) In the event the spouse remarries, the amount payable of the gross applicable salary shall be reduced by one-third (1/3).
- (b) In the event the spouse enters into a common-law relationship as defined in the Worker's 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 Senior Officer leaving no spouse but a dependent child or children, payments shall cease when dependents reach the age of 18 years.
- (d) Payments will not be continued beyond the compulsory retirement date for Police Officers under the Special Forces Pension Act, at which time such deceased Senior Officer would have been eligible for retirement superannuation benefits from the City had the Senior Officer's death not occurred.
- (e) In the event a spouse abandons or deserts any dependent children, the City shall have the right to direct that any payment forthcoming, by virtue of these provisions, shall be paid to the benefit of such children following application by the Official Guardian to the Court pursuant to the provisions of the Child Welfare Act as amended.

8.05 **DISABLEMENT BENEFITS**

- (a) In the event a Senior Officer becomes disabled while performing his duties as a Police Officer and is unable to perform assigned duties as a member of the Lethbridge Police Service, the City shall guarantee to the Senior Officer an amount equal to the amount of monthly salary such Senior Officer

would have received in the same or equivalent classification in which employed at the time disability occurred.

- (b) In calculating the amount to be paid by the City in any month, the provisions of Article 8.01 respecting deductions shall apply with the necessary changes.
- (c) In no event shall payment be continued beyond the earliest date at which such disabled Senior Officer would have been eligible for full and compulsory retirement from the Police Service had disablement not occurred.

8.06

REDUCTION BY CITY OF AMOUNT PAYABLE

- (a) In the event that a Senior Officer 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 City by the Senior Officer or such other equivalent arrangements as shall be determined by the City.
- (b) In the event that a Senior Officer 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 City for further payments shall cease.
- (c) In the event that the City is satisfied that the Senior Officer is unreasonably refusing to accept gainful employment which the Senior Officer is capable of performing, the City may reduce or discontinue any payments.

8.07

- (a) 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 City or the Senior Officer concerned, the matter shall be referred to an independent medical practitioner whose finding shall be final

and binding upon both the City and the Senior Officer.

8.08 The Board shall not be liable under the provisions of Section 8.05 under the following conditions:

- (a) In the event of a Senior Officer 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 his duties and responsibilities of a Senior Officer of the Police Force.
- (d) In the event the disablement resulted from an illness obviously not contracted by reason of his duties and employment as an employee of the Board.
- (e) On and after the date such Senior Officer would have been compulsorily retired under 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 the death of the Senior Officer, in which event the provisions of Section 8.02 will apply.

9.00 **SPECIAL FORCES PENSION**

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

9.01

CONTRIBUTION RATES

Contributions by members and the City shall be made in accordance with the agreement now in force between the Special Forces Pension Plan Board and Alberta Treasury. 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.

9.02

CONTRIBUTION RATE - SPECIAL PAST SERVICE

Special past service shall be defined as that service as an employee of the Lethbridge City Police Service prior to April 1, 1979. In the case of Senior Officers who were employed prior to April 1, 1979, and who were then enrolled under the Local Authorities Pension Plan and who made the require contribution to that plan, the City shall pay to the Special Forces Pension Board an amount equal to one hundred percent (100%) of the cost of the deficiency between the Local Authorities contribution rate and the higher contribution rate as retroactively required by the Special Forces Pension Plan and shall then recover an amount equal to twenty-five percent (25%) of the said deficiency from the employee via payroll deduction. The recovery of this amount shall be made in twenty-four (24) consecutive months payment and shall be without interest. These payments shall commence from he date upon which the amount of his particular deficiency is ascertained, but if his retirement date arises prior to the expiration of such 24 month period, then the balance qualified to retire. However, if the amount which the individual member is to reimburse the City on account of his special past service deficiency is four hundred and twenty dollars (\$420.00) or less than that sum shall be repaid to the City, without interest, over a period of twelve (12) months. If the City is not obliged to pay the entire amount of the special past service deficiency for all members of the Association to the Special Forces Pension Board immediately, then the City's liability to pay shall only arise as and when each of the respective members is qualified to apply for his pension or at such other earlier date or dates as may be established by the Special Forces Pension Board.

9.03

PRIOR SERVICE

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

9.04

RETIREMENT

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

9.05

EATER REPAYMENT ARRANGEMENTS

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

10.00

ANNUAL VACATIONS

Senior Officers shall be entitled to:

Four (4) weeks vacation with pay in the eighth (8th) calendar year of continuous employment.

Five (5) weeks vacation with pay in the seventeenth (17th) calendar year of continuous employment.

Six (6) weeks vacation with pay in the twenty-third (23rd) calendar year of continuous employment.

Annual vacation shall be taken in one period unless otherwise approved by the Chief of Police.

A Senior Officer after ten (10) years of service or more may be permitted to accumulate annual leave up to eight (8) weeks and a member of twenty (20) years of service or more may be permitted to accumulate annual leave up to ten (10) weeks with the approval of the Chief of Police.

Annual leave shall be granted as soon as Practicable after the end of the first calendar year in which the member commenced his service.

Any Senior Officer of the Force 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 day or portion thereof that he is detailed for duty as aforesaid.

All necessary and reasonable travel expenses including food and lodging actually incurred by a Senior Officer of the 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 Senior Officer had to return to undertake such duty.

11.00 **STATUTORY HOLIDAY**

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
Family Day	

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

When a Senior Officer has been designated as the Duty Officer for the period of time which includes a statutory or declared holiday, he shall be entitled to one extra day of Accumulated Time Off over and above administrative leave or the 75 hours of Accumulated Time Off.

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.

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 section, in which case, the proclaimed holiday only shall be recognized.

12.00 **COMPASSIONATE LEAVE**

Senior Officers shall be granted Compassionate Leave at the discretion of the Chief of Police.

13.00 **TRAINING**

The Board and the Senior Officers recognise that professional development is a mutual responsibility and benefit.

Senior Officers attending Training Courses outside the City of Lethbridge in excess of five (5) calendar days shall be entitled to a per diem expense allowance of ten (10) dollars for all days in attendance.

Married Senior Officers 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 Senior Officer to attend the course.

14.00 **SERVICE PAX**

Senior Officer's shall receive service pay as follows:
In the 20th calendar year of continuous service and for each year of service thereafter, \$750.00 per annum.

15.00 **REMUNERATION**

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

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

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

EFFECTIVE JANUARY 1, 1994

Inspector

Level I \$74,118.00
Level II \$71,763.00

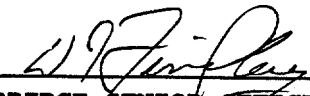
Level II in the rank of Inspector will be a probationary rank for six months as specified by the Police Act as amended.

salary adjustment to Level I in the rank of Inspector will be made upon completion of the probationary period to the satisfaction of the Chief of Police.

Signed at Lethbridge, Alberta this 7th day of December, 1995.



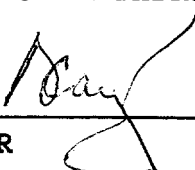
LETHBRIDGE MUNICIPAL POLICE COMMISSION




LETHBRIDGE SENIOR OFFICERS

RATIFIED BY LETHBRIDGE CITY COUNCIL ON THE 4th DAY OF December, 1995.

CITY OF LETHBRIDGE



MAYOR



ASSISTANT CITY CLERK