

SOURCE	Municipality
EFF.	89 01 01
TERM.	90 12 31
No. OF EMPLOYEES	118
NOMBRE D'EMPLOYÉS	O.L.

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1989 - 1990 COLLECTIVE AGREEMENT

BETWEEN:

THE WATERLOO REGIONAL BOARD OF
COMMISSIONERS OF POLICE.

- AND -

THE WATERLOO REGIONAL POLICE
ASSOCIATION

(C I V I L I A N S)

EFFECTIVE JAN.1/89 TO DEC. 31/90

MAR 26 1991

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GLOSSARY:

In this Agreement:

BOARD, means The Waterloo Regional Board of Commissioners of Police.

ASSOCIATION, means The Waterloo Regional Police Association.

MEMBER, means a Civilian Employee of the Waterloo Regional Police Force to whom this Agreement applies.

THIS AGREEMENT made this day of , 1990.

B E T W E E N :

THE WATERLOO REGIONAL BOARD OF COMMISSIONERS OF POLICE,
Hereinafter called the "BOARD",
of the FIRST PART,

- AND -

THE WATERLOO REGIONAL POLICE ASSOCIATION,
Hereinafter called the "ASSOCIATION",
of the SECOND PART,

WHEREAS pursuant to Section 29 of the Police Act, R.S.O. 1980, Chapter 381 and amendments thereto, the parties have agreed to enter into these presents for the purpose of effectively defining, determining and providing for remuneration, pensions, sick leave credits, gratuities, privileges, grievance procedures and working conditions, except such working conditions as are governed by regulations made by the Lieutenant Governor in Council of said Act;

WHEREAS pursuant to Section 23 of the said Act, every person employed in the Police Force of the Waterloo Region is deemed to be a Member of that Force;

WHEREAS the parties hereto have reached an Agreement with respect to the above mentioned matters for the current year relating to the Civilian Employees.

NOW THIS AGREEMENT WITNESSETH that in consideration of the said Agreement, and of the premises, the parties hereto agree as follows:

RECOGNITION AND SCOPE

The Board recognizes the Association as the sole collective bargaining agent for all Members of the Waterloo Regional Police Department, save and except the Chief of Police, and the Deputy Chiefs of Police and persons represented by the Senior Officers' Association.

The Board agrees there will be no discrimination, interference, restrictions Or coercion exercised or practiced by the Board or by any of their representatives with respect to any Member by reason of race, colour, age, sex, marital status, national origin, political or religious affiliation, nor by reason of the Member's membership in the Association.

The Association agrees there will be no discrimination, interference, restrictions or coercion exercised or practiced by the Association or by any of its Members or representatives of the Association with respect to any Member who is not a Member of the Association.

ARTICLE 1 - MANAGEMENT RIGHTS

1.01 The Association and its Members recognize and acknowledge that subject to the provisions of the Police Act and Regulations thereto, it is the exclusive function of the Board to:

- (a) Maintain order, discipline and efficiency;
- (b) Hire, discharge, direct, classify, transfer, promote, demote, and Suspend or otherwise discipline any Member provided that a claim for discriminatory promotion, demotion or transfer or a

that a Member **has** been discharged or disciplined without reasonable cause, may be the subject of a grievance and dealt with as hereinafter provided.

ARTICLE 2 - SALARIES

- 2.01 Job classifications and salaries shall be in accordance with Appendices "A" and "B" hereto.
- 2.02 The Board agrees that the salaries shall be paid to the Members bi-weekly.
- 2.03 Any Member detailed to perform duties in a higher-rated category for which they are qualified shall be paid on the basis of the higher category so relieved from the date of assumption.
- 2.04 Members who are promoted to a higher category will be paid a rate half way between the classification which they are leaving and the classification to which they have been promoted at the same-year level in each case but not less than start rate in the promoted category. Within a sixty (60) day period following promotion, the Member may elect to return to his or her former position, similarly the Board may return the Member to his or her former position. A Member who is returned to his or her former position shall be entitled to a written explanation for the decision on request. Following the completion of a six (6) month probationary period satisfactory to the Board, said Member's salary will be adjusted to the full level of the classification and year level to which they have been promoted.

2.05 — The rate of pay for a Member temporarily assigned for department efficiency, by the Officer-in-Charge, to a lower rated classification will not be changed for the period of the temporary assignment.

ARTICLE 3 - ASSOCIATION DUES

3.01 The amount of the Membership Dues of the Association shall be deducted from the pay of each Member covered by this Agreement to provide for the proper operation of the Association. Such deduction shall be remitted to the Treasurer of the Association. Such deduction shall be made irrespective of whether any Member is or is not a Member of the said Association and shall continue so long as not less than fifty percent (50%) of such Members belong to the said Association.

3.02 Two (2) accredited elected representatives of the Association will each be allowed five (5) consecutive days and essential travel time to attend the annual convention of the Police Association of Ontario. Arrangements will also be made on request to switch duties of another Member so that representatives may attend the convention.

3.03 One Member of the Association shall be paid for such portion of time so spent so as to represent hours that they would normally have been on duty at the expense of the Board and any additional Members who attend shall be so paid and the cost thereof shall be charged to the "bank" established under Article 3.04.

- 3.04 Each Member shall have one (1) hour deducted from his or her accumulated overtime and the value of the time so deducted shall be used to provide the payment to be made to Members under Article 3.07. Whenever this "bank" is exhausted it will be replenished by deducting a further hour from the accumulated overtime of each Member.
- 3.05 This Agreement applies to all permanent full time Members as of the date of permanent employment.
- 3.06 One (1) Member of the Association will be allowed two (2) days and essential travelling time to attend three (3) two-day executive meetings of the Police Association of Ontario. Arrangements will also be made upon request to switch the duties of another Member so he or she may attend three (3) two-day executive meetings of the Police Association of Ontario.
- 3.07 One (1) Member who is appointed or elected to the Board of Directors and Executives of the Association shall be entitled to time off duty to attend regular fortnightly meetings of the Association. Each such Member shall be paid for such part of the time so spent as to represent hours that he or she would normally have been on duty and the cost thereof shall be charged to the "bank" established under Article 3.04.

ARTICLE 4 - HOURS OF DUTY

- 4.01 The normal work week shall consist **of** five (5) eight (8) hour days with one (1) **hour** for a rest or lunch period, from Monday to Friday, inclusive, except as provided for in Article 4.05 (Shift System).
- 4.02 The normal work day for those not on the Shift System will be one in which the majority of the scheduled hours are between 8:00 a.m. and 4:00 p.m.
- 4.03 During the period June 1 to August 31 inclusive, the day shift shall start at 8:00 a.m. and end at 4:00 p.m.
- 4.04 A fifteen (15) minute rest period shall be granted to all Members during each half of their daily shift, with such time at the discretion of the Supervisor.
- 4.05 1. The compressed work week shift system of work referred to in this Article, shall be determined by the 10 hour/35 day schedule and the work week shall average 35 hours as follows:
- (a) DAY SHIFT shall be ten (10) hours in duration (including a one (1) hour unpaid lunch or rest period), in which the majority of scheduled hours fall between seven (7:00) a.m. and five (5:00) p.m. and includes Saturday, Sunday and legal holidays.
 - (b) AFTERNOON SHIFT shall be ten (10) hours in duration (including a one (1) hour unpaid lunch or rest period), in which the majority

of scheduled hours fall between one (1:00) p.m. and eleven (11:00) p.m. and includes Saturday, Sunday and legal holidays.

(c) NIGHT SHIFT shall be eight (8) hours in duration, (including a one (1) hour unpaid lunch or rest period), in which the majority of scheduled hours fall between eleven (11:00) p.m. and seven (7:00) a.m. and includes Saturday, Sunday and legal holidays.

2. This shall not prevent the Board from assigning positions not now on the 10/35 compressed work week to a rotating 8 hour shift routine as follows:

(a) DAY SHIFT shall be one in which the majority of scheduled hours fall between eight (8:00) a.m. and four (4:00) p.m. and includes Saturday, Sunday and legal holidays.

(b) AFTERNOON SHIFT shall be one in which the majority of scheduled hours fall between four (4:00) p.m. and twelve (12:00) midnight and includes Saturday, Sunday and legal holidays.

(c) NIGHT SHIFT shall be one in which the majority of scheduled hours fall between twelve (12:00) midnight and eight (8:00) a.m. and includes Saturday, Sunday and legal holidays.

3. Consecutive days off shall be granted except in

emergencies. The discretion of the Chief of Police shall be absolute in determining the emergency of the situation.

4.06 A Member working the compressed work week shift system shall be required to work ten (10) consecutive hours, with a one (1) hour break for lunch or rest period, or eight (8) consecutive hours with a one (1) hour break, whichever is applicable.

A Member working a rotating eight (8) hour shift system shall be required to work eight (8) consecutive hours with a one (1) hour break for a rest or lunch period, followed by at least sixteen (16) consecutive hours off duty, except when changing shifts when a clear eight (8) hours must be given. This shall not apply to prevent overtime.

4.07 Each Member working the eight (8) hour rotating shift system shall be entitled to eight (8) days off duty out of every twenty-eight (28) day period on the average.

4.08 Any request for changes in days off or shifts must be approved by the Officer-in-Charge of the branch in which the Member is serving.

4.09 Notification of change of shifts shall normally be given to the affected Member at least forty-eight (48) hours prior to such change, unless there is an emergency declared by the Officer-in-Charge.

4.10 Members shall only be required to work one shift change during a fortnight period, subject to the exigencies of the service. Should more frequent shift changes be necessary, the Member shall be compensated at the overtime rate for the following shift.

ARTICLE 5 - SHIFT PREMIUMS

5.01 Members, except Building Maintenance Staff and those detailed to steady day shift, shall be paid in addition to and as part of their regular annual salary, in lieu of shift premium, the sum of Three Hundred and Twenty-Five (\$325.00) Dollars if required to work three (3) shifts and One Hundred and Eighty-Five (\$185.00) Dollars if required to work two (2) shifts in 1989 and the sum of Three Hundred and Fifty (\$350.00) Dollars if required to work three (3) shifts and Two Hundred (\$200.00) Dollars if required to work two (2) shifts in 1990.

5.02 When a Member works overtime as a continuation of the day shift, or is called in outside of his or her regular hours, he or she shall not receive any shift premium.

5.03 Building Maintenance Staff required to work the shift system as provided for in Article 4 shall receive Thirty (30) Cents per hour for evening and Thirty-Five (35) Cents per hour for night shift additional compensation for all hours worked. Payment of the shift premium to each Member shall be paid on a bi-weekly basis.

ARTICLE 6 - OVERTIME - COURT TIME

- 6.01 (a) Overtime shall mean all hours worked in excess of a regular seven (7) hour shift exclusive of the unpaid meal period for Members working the day shift or rotating eight (8) hour shift system.
- (b) Overtime shall mean all hours worked in excess of the regularly scheduled hours as per Article 4.05 1. for Members working the compressed work week shift system.
- (c) Overtime shall include all unpaid lunch hours worked by Members due to the exigencies of the service.
- 6.02 Overtime as per Article 6.01 shall be paid at a rate of time and one-half (1 1/2) the Member's regular hourly rate of pay for all such hours worked.
- 6.03 Where overtime worked by a Member is in excess of twenty (20) minutes, such Member shall be paid for one (1) hour at overtime rate and after the first hour overtime shall be claimed and paid for each quarter (1/4) hour or part of a quarter (1/4) hour worked.
- 6.04 Overtime and premium payments shall not pyramid under any circumstances.
- 6.05 A Member attending court in off time on matters arising from the performance of their departmental duties will receive a minimum credit of three (3) hours at time and one-half (1 1/2). Should a court sitting extend beyond

three (3) hours the additional hour(s) or part thereof shall be payable at time and one-half (1 1/2). Morning and afternoon attendances shall be recorded as separate appearances. Morning court shall be deemed to be any sitting which commences at or after nine (9:00) a.m. and ends at or before one-thirty (1:30) p.m. If morning court extends beyond one-thirty (1:30) p.m. it shall be deemed to be an afternoon appearance. Afternoon court shall be deemed to be any sitting which commences at or after one-thirty (1:30) p.m. and ends at or before five-thirty (5:30) p.m.

6.06 The rate per hour for overtime pay and court time will be calculated on the Member's basic annual salary for fifty-two (52) weeks of thirty-five (35) hours.

6.07 A Member who is required to attend court during his or her annual leave will be paid sixteen (16) hours court time for the first day of attendance and twelve (12) hours for each subsequent consecutive day of attendance during his or her leave. When a Member has booked two (2) or more blocks of duty time as annual leave, days of leave between the blocks as booked will be considered annual leave for this purpose. A Member taking annual leave consisting of a Thursday to Sunday afternoon shift shall have the previous Monday, Tuesday and Wednesday considered annual leave for this purpose.

- 6.08 Any Member charged with an offence under any Federal or provincial Statute during the legal execution of his or her duty shall have his **or** her legal fees paid by the Board at 1.3 times the scale established by the Legal Aid for the appropriate court without abatement.
- 6.09 Any Member of the Force whose conduct in the performance of his or her duties is or may be called into question in an inquiry under Section 58 or Section 59 of the Police Act will be provided with such legal advice and/or counsel as the circumstances require at the expense of the Board. Legal advice and/or counsel in each case will be the subject of discussion between the Board and the Association. Duplication of legal services will not be provided or paid for by the Board and separate solicitors or Counsel will not be provided **for** two or more Members having interests which are not incompatible. So far **as** is reasonably consistent with adequate advice or representation the services of local solicitors or counsel will be **used**.
- A Member who is not satisfied with arrangements made or proposed by the Board in consultation with the Association may make his **or** her own arrangements for a solicitor or counsel at his or her own expense.
- 6.10 All witness fees, exclusive of transportation allowances received by any Member attending either on or off duty any court, shall be paid over to the Administration of

the Waterloo Regional Police Force, where such Member is entitled to payment from the Board for such court appearance.

- 6.11 Members attending court On a day off or after working the late night shift shall be credited with **six** (6) hours per appearance.

ARTICLE 7 - CALL-BACK DUTY

- 7.01 Each Member who is called back to work after having completed his or her regular shift, and after having left the place where his or her regular shift has terminated, shall be paid at overtime rates and in any such event shall be paid not less than three (3) hours pay at time and one-half (1 1/2), provided however, that such Member shall not be entitled to pay where the call-back of such Member has been necessitated by reason of some negligent or improper act or omission on the part of such Member during the course of his or her duty.
- 7.02 A record shall be kept of the hours earned under Article 6. Accumulated hours in excess of twenty-four (24) hours shall automatically be paid monthly.
- 7.03 On request of the Member and at the discretion of the Chief of Police, a Member may be granted casual days or portion thereof off duty. Such casual leave will be debited against any accumulation of court and overtime standing to the Member's credit.

ARTICLE 8 - SICK LEAVE

- 8.01 Each Member covered by this Agreement shall be credited with ten and one-half (10 1/2) hours of accumulated sick leave for every month of continuous service.
- 8.02 Any Member who is off on paid sick leave shall, nevertheless, be deemed to be on continuous service for the purpose of this Article only.
- 8.03 The hours of unused sick leave shall be accumulated.
- 8.04 Each Member covered by this Agreement with less than five (5) years continuous service and having accumulated sick leave who retires at normal retirement date, or after any extension thereof, or who is dismissed by reason of ill health, or resigns for reasons of ill health as certified by the Board's physician in consultation with the Member's physician, shall be granted a leave with pay at the current rate of pay for one-half (1/2) the number of hours then standing to his or her sick leave credit, but payment for such leave shall not exceed one-half (1/2) of his or her yearly salary at the current rate of pay.
- 8.05 After completing five (5) years of continuous service, each Member covered by this Agreement, upon his or her resignation, shall be granted one-half (1/2) of his or her accumulated sick leave at his or her current rate of pay. The pay shall not in any event exceed one-half (1/2) of his or her current yearly salary.

- 8.06 In the case of the death of the Member the payment will be made to his or her estate.
- 8.07 A Member who is **off** work because of illness or non-compensable injury will receive full pay on an hour **for** hour bas s to the extent of his or her unused credits.
- 8.08 The current hourly rate of pay mentioned in the provisions of this Article of the Agreement shall be computed by dividing the amount of the Member's yearly salary in effect at the date of his or her retirement or resignation by one thousand eight hundred and twenty (1820).
- 8.09 Each Member shall contribute seven (7) hours of his or her accumulated sick leave to a central sick leave bank and shall give additional hours **as** required. A Member who continues to be medically unfit for duty after he or she has exhausted his or her sick leave credits may draw from this bank. Before any Member is allowed to draw from the bank, he or she must submit a medical report from **his** or her physician for consideration by the **Association**. The Association will determine eligibility.
- 8.10 A Member who is injured in the course of performing his or her duty within the meaning of the Workers' Compensation Act, will be entitled to his or her basic

salary while he or she is thereby incapacitated up to one (1) year and no deduction will be made from his or her accumulated sick leave.

8.11 A Member absent on Workers' Compensation as a result of an action involving a third party shall notify the Board in writing of his or her decision to take the benefit package of the Workers' Compensation Board or not within 90 days of the accident. No benefits will be paid to the Member beyond the 90 days unless such notice is received. If a Member decides to take action against a third party, such action shall include the recovery of his or her full salary paid to him or her during a period of incapacity. The recovery shall be payable to the Waterloo Regional Board of Commissioners of Police when received.

Upon reimbursement, sick leave hours used shall be restored to the Member's sick leave bank or the central sick leave bank, as the case may be.

8.12 Sick leave may not be used where an accident or injury results in lost time which was caused by a third party unless the Member agrees in writing to permit the Board to subrogate its claim. If the Member sues the third party, recovery of the benefits shall be included in the action and paid over to the Board when received. If the Member elects not to sue, the Board may sue in the name of the Member for its subrogated claim.

Upon reimbursement, sick leave hours used shall be restored to the Member's sick leave bank or the central sick leave bank, as the case may be.

ARTICLE 9 - ANNUAL VACATION

- 9.01 Each Member covered **by** the Agreement shall be granted, during the term of this Agreement, annual vacations with pay at the current rate of pay as follows:
- 9.02 All Members with less than one (1) year of continuous service shall receive Seven (7) hours off for each month of service up to a maximum of seventy (70) hours.
- 9.03 All Members having completed one (1) or more years of continuous service shall receive seventy (70) hours.
- 9.04 All Members having completed four (4) or more years of continuous service shall receive one hundred and five (105) hours.
- 9.05 All Members having completed ten (10) or more years of continuous service shall receive one hundred and forty (140) hours.
- 9.06 All Members having completed sixteen (16) or more years of continuous service shall receive one hundred and seventy-five (175) hours.
- 9.07 All Members having completed twenty-three (23) or more years of continuous service shall receive two hundred and ten (210) hours.

- 9.08 Members on the compressed work week, shall, subject to the exigencies of the service be allowed to schedule annual leave within their respective branches, and whenever reasonably possible within their platoons. The Members in these branches will remain primarily under the direction of their branch Commanders.
- 9.09 A Member who incurs an injury on duty of sufficient seriousness to require absence from work extending into the Member's annual leave or who incurs an accident or sickness which requires hospitalization before and either extending into the Member's annual leave or requiring convalescence such that the Member would not have been able to work on or before the first day of the annual leave, will be permitted to change the annual leave for a time to be mutually agreed on between the Member and his or her Supervisor. All requests will be in writing and supported by a Doctor's certificate.

ARTICLE 10 - STATUTORY HOLIDAYS

- 10.01 Each Member shall be granted twelve (12) statutory or declared holidays with pay as follows:
- | | | |
|----------------|---------------|------------------|
| New Year's Day | Victoria Day | Thanksgiving Day |
| Heritage Day | Dominion Day | Remembrance Day |
| Good Friday | Civic Holiday | Christmas Day |
| Easter Monday | Labour Day | Boxing Day. |

- 10.02 When any **of** the above mentioned statutory **or** declared holidays fall **on** a Saturday **or** Sunday, and are not proclaimed as being observed on some other day, a day **off** In lieu thereof shall be granted.
- 10.03 Members working the shift System as set out in Article 4, shall receive forty-nine (49) hours in the **form** of a salary payable on the **regular** pay date preceding December 1st, plus thirty-five (35) hours **off** with pay.
- 10.04 Members working the straight Monday to Friday day shift who are regularly scheduled to work on a paid statutory holiday shall receive pay for such work at the rate of **time and** one-half (1 1/2) of their regular rate and shall be given a day **off** with pay in lieu **of** such holiday.
- 10.05 In each year in lieu of taking the forty-nine (49) hours referred to in Article 10.03; a Member may take those hours as an additional vacation, and remaining hours **as** casual time off, provided the Member **so** requests in writing and provided the request **is** authorized by the Chief of Police. Casual time off for this purpose shall **not** be less than two (2) hours. Members determining whether to be paid **or** take statutory holidays **off** after December 1st shall submit the request **on or** before October 10th **on** a special request **form** and the Officer in Charge shall make his **or** her determination within three (3) working days.

10.06 If a Member is scheduled to work both Christmas Day and New Year's Day, he or she shall be entitled to exchange one of his or her regular days off for one of those days. This shall not apply to Members working the compressed work week shift system, however, notwithstanding this, the Association and the Administration agree that if the Administration can reasonably schedule these otherwise entitled days, they (the Administration) shall do so.

10.07 If a Member is scheduled to work both Christmas Eve and New Year's Eve, he or she shall be entitled to exchange one of his or her regular days off for one of those days. This shall not apply to Members working the compressed work week shift system, however, notwithstanding this, the Association and the Administration agree, that if the Administration can reasonably schedule these otherwise entitled days, they (the Administration) shall do so.

ARTICLE 11 - MEDICAL, HOSPITAL AND DRUG INSURANCE

11.01 The Board shall pay One Hundred (100%) percent of the current premium costs of 11.02, 11.03 and 11.04 to provide each Member covered by this Agreement with the following:

11.02 All eligible Members shall be covered under the Ontario Health Insurance Plan (Medical and Hospital coverage).

- 11.03 Upon completion of ninety (90) days service, each Member will be covered by Group Life Insurance and Accidental Death and Dismemberment Insurance in the amount equivalent to two times basic annual salary. If twice basic annual salary is not a whole number of thousands of dollars the amount of insurance will be increased to the next thousand.
- 11.04 Upon completion of ninety (90) days service, each Member will be enrolled in the Extended Health Care Plan with no deductible and no co-insurance for such items as drugs, eye glasses (subject to a maximum per person per two year period of \$150.00), semi-private hospital room, ambulance, private duty nursing, artificial eyes and limbs, rental of iron lungs, wheel chairs, crutches, etc. blood, oxygen, etc. This coverage shall include Mutual Life's Medi-Connect benefit or equivalent.
- 11.05 Existing Dental Plan is to be changed to Mutual Life's equivalent of Blue Cross #9 with constant update. This is to be supplied at the Board's expense.
- In addition each eligible Member is to be covered with the equivalent of Blue Cross Riders #2 and #3 at the Member's expense.
- The Board may change the Dental Plan carrier from time to time provided that benefits will be at least equivalent to those provided for above and the cost to the individual Members will not thereby be increased without the Association's consent.

- 11.06 Dependant Life Insurance coverage will be provided in the amount of Fifteen Thousand (\$15,000) Dollars for spouse and Five Thousand (\$5,000) Dollars for each eligible child at the expense of the Board.
- 11.07 Group Life and Accidental Death and Dismemberment coverage for Members who retire on *OK* after June 30, 1987 shall be provided in the amount in effect on the date of retirement, from the date of retirement to the end *of* the month in which the Member attains the age *of* sixty-five (65) years.
- 11.08 Effective January 1, 1990, Members who retire after that date shall be covered under the Extended Health Care Plan to age sixty-five (65) with no deductible and no co-insurance for such items as drugs, eye glasses (subject to a maximum of \$150.00), semi-private hospital room, ambulance, private duty nursing, artificial eyes and limbs, rental of iron lungs, wheel chairs, crutches etc., blood, oxygen, etc. This coverage shall include Mutual Life's Medi-Connect benefit *or* equivalent. The Board will pay one hundred (100%) percent of this expense.
- 11.09 Effective January 1, 1990, the Board will extend to the spouse of a deceased *retirant* who retired after that date, the same benefits as specified in Article 11.08 on the basis of one hundred (100%) percent payment by the Board until the spouse reaches age sixty-five (65) *or* remarries, whichever first occurs.

ARTICLE 12 - PENSION PLAN

12.01 The Board shall provide for all Members the maximum benefits available under the Ontario Municipal Employee's Retirement System (OMERS) Supplementary Plan.

1. That an immediate provision of a supplementary pension payable in full at sixty-five (65) years of age, be implemented to provide that the total pension payable from the OMERS and any former pension plan is equal to two (2%) percent of the employee's highest average sixty (60) consecutive months earnings, multiplied by his or her years of credited service at retirement to a maximum of thirty-five (35) years service. Such "credited service" to include all "true past service" from date of employment with present employer.
2. That an early retirement benefit be provided to permit early retirement without actuarial reduction in benefits within ten (10) years prior to a Member's normal retirement date, when:
 - (a) The Member is declared by the Board to be unable to perform the duties of his or her employment due to mental or physical incapacity (partial disability).
 - (b) The Member has completed thirty (30) years of service with the Board.
3. That all past service costs be paid by the Board.

4. That the contributions of the Member be established at seven (7%) percent maximum of his or her earnings.

12.02 qualified Members are permitted to purchase past services in accordance with OMERS Regulations for war services.

12.03 Interested and qualified Members are allowed to purchase past service in accordance with OMERS Regulations as follows:

- (i) service with any municipality or local Board based in Canada;
- (ii) service with the Civil Service of Canada or of any Province of Canada;
- (iii) service with the staff of any Board, Commission or public institution established under any act of Canada or any Province of Canada.

(1) That effective January 1st of the current bargaining year, any Member may establish "optional service" in the existing pension provisions for all or any part of such service, in accordance with the provisions of the OMERS Act and Regulations, and ;

(2) Further that the payment for such "credited optional service" will be in accordance with the provisions of the OMERS Act and Regulations; and,

- (3) Further that the application for such "credited Optional service will be in accordance with the provisions of the OMERS Act and Regulations."

ARTICLE 13 - LIFE INSURANCE

13.01 *See* Article 11.03.

ARTICLE 14 - MEAL ALLOWANCE

- 14.01 A Member who is on duty or attending court out of the Region over a normal meal period shall be reimbursed for a meal up to the amount of Eight Dollars and Twenty-Five Cents (\$8.25) for 1989 and Eight Dollars and Seventy-Five Cents (\$8.75) for 1990, upon production of an appropriate receipt.
- 14.02 Any Member who is on duty within the Region after working three (3) hours beyond his or her normal shift, shall be allowed the meal allowance specified in Article 14.01 upon production of appropriate receipts.

ARTICLE 15 - COMPASSIONATE LEAVE

- 15.01 Upon request to the Chief of Police a Member shall be granted three (3) days compassionate leave with pay for those days which fall on his or her scheduled working days for the purpose of attending the funeral of a member of his or her immediate family and to attend to family matters concerned with the death of such family member. A member of his or her immediate family shall include father, mother, spouse, sister, brother, son, daughter, father-in-law and mother-in-law. One (1) day

off with pay shall be granted only to attend the funeral of an employee's brother-in-law, sister-in-law, grandparent, aunt or uncle.

- 15.02 At the discretion of the Chief of Police, additional days to those allowed under Article 15.01 **may** be granted pursuant to Articles 9 and 10 to attend the funeral of a brother-in-law, a sister-in-law, grandparent, aunt or uncle and to attend to family matters in connection therewith.

ARTICLE 16 - EDUCATION ALLOWANCE

- 16.01 A Member who attends a Course **of** study approved by the Board shall receive an interest free loan to pay the tuition fee -- which loan will be forgiven on successful completion of the course, or re-paid if the Member does not complete the course **successfully**.
- 16.02 The provisions of Article 16.01 may also, subject to the discretion of the Board, be applied to the cost of text books and materials required for an approved course.
- 16.03 A Member attending classes and required to reside away from his or her usual abode shall receive a Five (\$5.00) Dollar per day **allowance** to a maximum of Twenty-Five (\$25.00) Dollars for each completed week.
- 16.04 Members who use their own automobiles to attend courses of instruction outside the Region which they are required by the Board to attend will receive mileage at the rate then in **effect** for non-union employees **of** the Regional Municipality of Waterloo subject to the following conditions:

- (a) the maximum number of trips to be paid for is the number that the Ministry of the Solicitor General will allow under Ministry Policies; and
- (b) travel allowances provided by the Ministry are to be paid over to the Force in exchange for mileage.

ARTICLE 17 - GRIEVANCE PROCEDURE

17.01 See Appendix "D" following, made part of this Agreement.

ARTICLE 18 - MATERNITY LEAVE

18.01 Maternity leave shall be granted to a Civilian Member of the Waterloo Regional Police Force in accordance with the Employment Standards Act as amended and in accordance with the following provisions:

A Member shall provide the Chief of Police with written notification from her physician concerning her pregnancy. The Member shall then, within the first four (4) months of such pregnancy, submit a written request for leave of absence.

A Member must return to duty immediately following the maternity leave period and must give at least two (2) weeks notice of such return.

The Member shall not lose any seniority or sick leave credits by reason of such maternity leave.

If the Member does not fulfill the requirements set out above then her employment will be ruled to have ended, unless the Chief of Police consents to an additional non-paid leave. The Member will then

receive payment for vacation days owing, not counting any period during her leave of absence, and any other benefits to which she may be entitled similar to other Members terminating their employment with the Force.

The Member's coverage for O.H.I.P., Group Life, and A.D. & D., Extended Health, and Dental shall be continued by the Board during such leave of absence. If the Member fails to return to her employment, as provided herein, the Board may recover, in full, the premiums paid during such absence on the following **pro rata** basis.

- (1) When the Member returns to work for one (1) week, the Board may recover sixteen (16) weeks of premium payments.
- (2) When the Member returns to work for two (2) weeks, the Board may recover fifteen (15) weeks of premium payments.
- (3) This pro rata recovery plan may be repeated for up to seventeen (17) weeks of employment following maternity leave.
- (4) OMERS - maternity leave is an authorized leave of absence for which the employee may pay the required employee and employer contributions and thereby establish credited service for such absence. (OMERS update December 1985).

"Seniority" (Maternity Leave) shall also mean that the employee shall retain her position held in the annual leave signing list and for the purpose of accumulating the required number of years to qualify for extra weeks of annual leave. (i.e. 17 weeks shall not be deducted from these areas.)

18.02 A leave of absence shall be granted to female Members for the purpose of child adoption. This leave shall not exceed six (6) weeks and shall be without loss of benefits or seniority.

If the Member fails to return to work after the leave or fails to return to work for a period equal to the leave the cost of the benefits provided during the leave or a proportionate part thereof shall be recovered and Article 18.01, read with the changes necessary, shall apply.

18.03 A Member who goes on maternity leave which commences on or after January 1, 1990 who elects to pay the required employee and employer contributions to OMERS and thereby establish credited service for the leave will be reimbursed for the employer portion. Reimbursement will be limited to seventeen (17) weeks leave and will not be available until the Member has worked seventeen (17) weeks after the leave.

ARTICLE 19 - RECLASSIFICATION

19.01 See Appendix "C" following, made part of this Agreement.

ARTICLE 20 - SPECIAL DUTY

- 20.01 Whenever a Member is designated to perform duties of a matron or prisoner escort, such Member shall receive in addition to his or her regular salary, an allowance at the rate of Six Hundred (\$600.00) Dollars per annum while so designated, such allowance to be pro-rated quarterly.
- 20.02 When required under this Article, authorized overtime shall be paid on the same basis as outlined in Article 6.02.

ARTICLE 21 - CLOTHING AND FOOTWEAR

- 21.01 Clothing and footwear will be issued to the Maintenance Staff and Property Clerks in accordance with Departmental regulations.
- 21.02 Maintenance Staff uniforms, Process Server's, Identification Lab Technician's and Property Clerk's clothing will be dry cleaned bi-weekly or as required.
- 21.03 Unless provided with a uniform, Process Servers shall be allowed an annual clothing allowance of Four Hundred and Fifty (\$450.00) Dollars for 1989 and Four Hundred and Seventy-Five (\$475.00) Dollars for 1990, such clothing allowance being approved by the Chief of Police.

ARTICLE 22 - SPECIAL LICENSES

- 22.01 Where a Member of the Maintenance Staff holds a valid Ontario Provincial License necessary for the proper performance of his or her duties, he or she will be paid annually the fee necessary to keep his or her license in

good standing whilst in the employ of the Force. Proof of the payment of the annual fee shall be shown to the Chief of Police **prior** to any payment being authorized.

ARTICLE 23 - PROBATIONARY PERIOD

23.01 The Board may dispense with the services of any Member without cause within **six (6)** months of his or her appointment to the Department.

ARTICLE 24 - APPENDICES.

24.01 Appendices "A", "B", "C" and "D" shall be part of this Agreement.

ARTICLE 25 - LAY OFF

25.01 In the event of a lay off, the last Member hired shall be the first laid off and the last Member laid off shall be the first requested to return provided the senior Member already possesses the necessary skill, ability and competence to perform the work available. A senior Member laid off out of sequence or passed over **for** recall shall be entitled to receive an explanation of the choice made on request.

25.02 Where the length of seniority is the same, the alphabetical order of surnames shall apply.

ARTICLE 26 - TRANSFERS

26.01 For the purpose of calculation of vacation entitlement, accumulation of sick leave and entitlement to welfare benefits under this Agreement service includes all continuous full time service with the Department since **last** hire or appointment on a permanent basis.

ARTICLE 27 - COURT REPORTER DUTIES

27.01 Any Member who is designated to perform duties of a court reporter for the purpose of the Police Act Hearings or any official hearing requiring a report, such reporter shall receive in addition to his or her regular salary an allowance of One Dollar and Fifty Cents (\$1.50) per hour.

ARTICLE 28 - DURATION OF AGREEMENT

28.01 This Agreement, except as provided herein, shall take effect on the first day of January, 1989 and continue in effect until the 31st day of December, 1990, and thereafter until replaced by a new Agreement, Decision or Award. If either Party to this Agreement shall desire to amend or otherwise alter or revise any Article, they shall so indicate to the other Party in writing within the period of ninety (90) days before the Agreement ceases to operate, their intention to amend, alter or revise this Agreement. The Agreement shall enure to and be binding upon not only the Parties hereto agreed but also their respective successors and assigns.

Dated and signed at Kitchener, this 6th day of June , 1990.

ON BEHALF OF THE WATERLOO
REGIONAL BOARD OF COMMISSIONERS
OF POLICE

D. V. Cardillo
[Signature]

ON BEHALF OF THE WATERLOO
REGIONAL POLICE ASSOCIATION

[Signature]
[Signature]

A P P E N D I X " A " - 1989

WATERLOO REGIONAL POLICE

CIVILIAN POSITION CLASSIFICATIONS

GRADE ONE

CLERK "A"

GRADE ONE A

JUNIOR SECRETARY

GRADE TWO

CLERK "B"
PROCESS SERVER
DICTA TYPIST

GRADE THREE

CRIMINAL INVESTIGATIONS SECRETARY
COMMUNITY RELATIONS SECRETARY
FINANCE SECRETARY
PERSONNEL SECRETARY

GRADE THREE A

CPIC OPERATOR

GRADE FOUR

ACCOUNTS SECRETARY
BUILDING MAINTENANCE
COMMUNICATOR
PROPERTY/TRANSPORT MAINTENANCE
COMPUTER OPERATOR

GRADE FIVE

HUMAN RELATIONS COUNSELLOR

GRADE SIX

IDENTIFICATION LAB TECHNICIAN
MICRO COMPUTER PROGRAMMER

A P P E N D I X " A " - 1989

WATERLOO REGIONAL POLICE

CIVILIAN POSITION CLASSIFICATIONS

GRADE SEVEN

JUNIOR COMPUTER PROGRAMMER

GRADE SEVEN A

BUILDING MAINTENANCE FOREMAN*

GRADE EIGHT

COMPUTER PROGRAMMER
HUMAN RELATIONS CO-ORDINATOR
RECORDS SUPERVISOR

GRADE NINE'

COMPUTER SYSTEM ANALYST

FOOTNOTE:

* **Incumbent** only. Replacement **would be in** Job Grade 7.

A P P E N D I X "B" -- 1989

SALARIES

JANUARY 1, 1989

<u>GRADE ONE</u>	
Start	\$18,542
1	19,407
2	20,272
3	21,137
Increment	865
<u>GRADE ONE A</u>	
start	19,505
1	20,439
2	21,373
3	22,307
Increment	934
<u>GRADE TWO</u>	
Start	20,904
1	21,866
2	22,828
3	23,790
Increment	962
<u>GRADE THREE</u>	
Start	21,854
1	22,946
2	24,038
3	25,130
Increment	1,092
<u>GRADE THREE A</u>	
Start	22,716
1	23,806
2	24,896
3	25,986
Increment	1,090
<u>GRADE FOUR</u>	
Start	24,038
1	25,239
2	26,440
3	27,641
Increment	1,201

A P P E N D I X "B" - 1989

SALARIES

JANUARY 1, 1989

<u>GRADE FIVE</u>	
Start	\$25,240
1	26,439
2	27,638
3	28,837
Increment	1,199
<u>GRADE SIX</u>	
start	26,441
1	27,765
2	29,089
3	30,413
Increment	1,324
<u>GRADE SEVEN</u>	
Start	28,375
1	29,719
2	31,063
3	32,407
Increment	1,344
<u>GRADE SEVEN A*</u>	33,465
<u>GRADE EIGHT</u>	
Start	36,962
1	38,722
2	40,482
3	42,242
Increment	1,760
<u>GRADE NINE</u>	
start	44,371
1	46,706
2	49,041
3	51,376
Increment	2,335

FOOTNOTE:

Certified Tradesmen, whose services are utilized by the Board will be paid an additional Two Hundred and Fifty (\$250.00) Dollars per year.

*Incumbent Only.

A P P E N D I X " A " - 1990

WATERLOO REGIONAL POLICE

CIVILIAN POSITION CLASSIFICATIONS

GRADE ONE

RECORDS CLERK - PROPERTY
PLANNING & RESEARCH SECRETARY
DIVISION #2 SECRETARY
TRAFFIC SECRETARY
SUMMONS SECRETARY
DICTA TYPISTS

The above **positions** have been adjusted for 1990 by agreement outside that required by the Pay Equity Plan, but in **the** spirit of the Plan.

GRADE TWO

ACCOUNTS SECRETARY
FINANCE SECRETARY - BENEFITS
FINANCE SECRETARY - PAYROLL
PERSONNEL/TRAINING SECRETARY
COMMUNITY RELATIONS SECRETARY
INTELLIGENCE SECRETARY
CRIMINAL INVESTIGATIONS SECRETARY
IDENTIFICATION SECRETARY
COURT SECRETARY
DIVISION #1 - COMMANDERS SECRETARY
DIVISION #1 - DETECTIVES SECRETARY
DIVISION #1 - YOUTH SECRETARY
DIVISION #2 - COMMANDERS SECRETARY
DIVISION #3 - COMMANDERS SECRETARY
RECORDS CLERK - WARRANTS
RECORDS CLERK - OCCURRENCES
RECORDS CLERK - CRIMINAL
RECORDS CLERK - ACCIDENTS
RECORDS CLERK - INSURANCE
RECORDS CLERK - CHARGES
CPIC OPERATORS
PROCESS SERVERS
COMPUTER OPERATORS
BUILDING MAINTENANCE
PROPERTY/TRANSPORT MAINTENANCE
PROPERTY/TRANSPORT PURCHASING

A P P E N D I X " A " - 1990

WATERLOO REGIONAL POLICE

CIVILIAN POSITION CLASSIFICATIONS

GRADE THREE

COMMUNICATORS
SENIOR COMPUTER OPERATOR
MICRO-COMPUTER PROGRAMMER
IDENTIFICATION LAB TECHNICIANS
HUMAN RELATIONS COUNSELLOR

GRADE FOUR

BUILDING MAINTENANCE - FOREPERSON (INCUMBENT ONLY)

GRADE FIVE

SENIOR COMPUTER PROGRAMMER
HUMAN RELATIONS CO-ORDINATOR

GRADE SIX

RECORDS SUPERVISOR

GRADE SEVEN

COMPUTER SYSTEMS ANALYST

FOOTNOTE -

Job classifications and salary schedules hereto are agreed to, to implement the Pay Equity Plan and make other equity adjustments.

The Micro Programmer is to be in Grade 3 provisionally. The job is to be evaluated in June 1990, with retroactivity if warranted, to the date where the full scope of the job commences.

The Junior Computer Programmer position as graded in the 1989 Civilian Collective Agreement, will be evaluated if or when the position is filled.

A P P E N D I X "B" - 1990

SALARIES

JANUARY 1, 1990

<u>GRADE ONE</u>	
Start	\$23,143
1	24,300
2	25,457
3	26,614
Increment	1,157
<u>GRADE TWO</u>	
Start	25,456
1	26,728
2	28,000
3	29,272
Increment	1,272
<u>GRADE THREE</u>	
Start	28,001
1	29,403
2	30,805
3	32,207
Increment	1,402
<u>GRADE FOUR</u> (Incumbent Only)	
Start	31,171
1	32,594
2	34,017
3	35,440
Increment	1,423
<u>GRADE FIVE</u>	
Start	\$39,143
1	41,007
2	42,871
3	44,735
Increment	1,864
<u>GRADE SIX</u>	
Start	39,193
1	41,118
2	43,043
3	44,968
Increment	1,925

A P P E N D I X "B" - 1990

SALARIES

JANUARY 1, 1990

GRADE SEVEN

Start	46,989
1	49,462
2	51,935
3	54,408
Increment	2,473

FOOTNOTE:

Certified Tradesmen, whose services are utilized by the Board will be paid an additional Two Hundred and Fifty (\$250.00) Dollars per year.

A P P E N D I X " C "

RECLASSIFICATION

CLASSIFICATION

1. A Member required to work in a job classification not covered by this Agreement shall be paid at a rate specified by the **board** for a period not to exceed sixty (60) calendar days, during which time the rate of **pay** shall be subject to negotiation by the said Board, and the Association.
2. The Board shall have the right to hire Members for a probationary period of six (6) months. The said Board shall have the right to dismiss such probationary Members, at any time during the probationary period, and such dismissal shall not be the subject of a grievance.
3. For the purpose **of** the provisions of this Agreement, seniority shall be defined as the accredited continuous service acquired by a Member of the Waterloo Regional Police Force, probationary Members shall not be deemed to have acquired any seniority until the probationary period has been completed, and upon such completion of the probationary period their name **shall** be entered on the seniority list according to the date of hiring.
4. All permanent Civilian openings as referred to in Appendix "A" shall be posted **and** only permanent Members **of** the Force shall be allowed to apply. **If** no suitable applications are received, the Board may seek such applications **as** deemed necessary.

A P P E N D I X " D "

COMPLAINT AND GRIEVANCE PROCEDURE

1. When a Member of the bargaining unit has any grievance or complaint, he or she shall forthwith convey to his or her immediate superior, in writing, all facts relative to the grievance or complaint. The Member and the superior shall make every attempt to resolve the problem at this preliminary stage.
2. If the Member of the bargaining unit and the superior fail to resolve the grievance or complaint to the satisfaction of the Member, or if the superior fails to discuss, acknowledge or otherwise deal with the complaint or grievance, the Member may invoke thereafter the following procedure in an attempt to remedy the cause of his or her complaint or grievance.
 - (A) The Member shall communicate his or her complaint or grievance in writing to the official representative of the Association, setting down all matters pertinent to the dispute and if the communication differs in any important aspect from the original complaint, a copy shall be transmitted to the said superior.
 - (B) The Association shall investigate the complaint or grievance and if in the judgment of the Association the complaint or grievance is justified, present such complaint or grievance to the Chief of Police or his or her designee for consideration.

- (C) The Chief of Police shall hear or receive the complaint or grievance and within five (5) working days communicate, in writing to the Association representative, his or her decision relative to the complaint or grievance.
- (D) if dissatisfied with the ruling of the Chief of Police or his or her designee, or if the Chief of Police fails or refuses to deal with the complaint or grievance within the specified time, the Association may file with the Board, the complaint or grievance within the fifteen (15) days of the date the complaint or grievance was submitted to the Chief of Police or his or her designee.
- (E) The Board shall cause the complaint or grievance to be investigated or cause an inquiry to be held between the persons involved in the dispute, and shall within thirty (30) days of the receipt of the complaint or grievance, communicate in writing their decision in the matter. This procedure shall not preclude the Board from referring the complaint to the Ontario Police Commission where, in the opinion of the Board, the matter can be best determined by such a referral.
- (F) If dissatisfied with the decision of the Board, or if the Board fails to acknowledge or act upon the complaint or grievance the Association may:

- (i) Where the differences arise from the interpretation, application or administration of the Agreement, submit the matter for arbitration in accordance with Section 33 of the Police Act, or
 - (ii) Where the differences arise from other causes refer the dispute, grievance or complaint to the Ontario Police Commission for determination.
- (G) Any time limit specified in this procedure may be enlarged or extended, by the consent of the parties then so engaged in the procedure.
- (H) In addition to or instead of the foregoing provisions, where the complaint or grievance involves:
- (i) Questions of the application or interpretation of the provision of this Agreement, or
 - (ii) A group of Members, or
 - (iii) The dismissal of any Member, or group of Members.

The grievance may be submitted by the Chairman of the Association's Grievance Committee directly to the Chief of Police and then Sections "C", "D", "E", "F" and "G" shall be followed.

This complaint and grievance procedure shall be subject to the provisions of the Police Act and Regulations thereto.