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GLOSSARY:

In this Agreement:

BOARD, means The Waterloo Regional Police Services Board.

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 17th day of February , 1993 .

B E T W E E N :

THE WATERLOO REGIONAL POLICE SERVICES BOARD,

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 119 of the Police Services Act, R.S.O. 1990, Chapter 10 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 2 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 Force, 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 Services 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 claim 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** Two **(2)** Members 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 Two (2) Members 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 **Two (2)** Members who are 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 who are required, due to the exigencies of the Force, to work an unscheduled shift change, shall have the overtime rate applied for the following shift worked.

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 Fifty **(\$350.00)** Dollars if required to work three **(3)** shifts and Two Hundred (\$200.00) Dollars if required to work two **(2)** shifts.
- 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 Forty **(40)** Cents per hour for evening and Forty-Five **(45)** 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** Members attending court on a day off or after working the late night shift shall be credited with six (6) hours per appearance.
- 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 off 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 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.
- 6.09 When a Member's scheduled court appearance is cancelled within forty-eight **(48)** hours of his or her scheduled appearance, the Member shall be entitled to a court-time appearance of three **(3)** hours at time and one-half (1 1/2).
- 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.



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 - LEGAL INDEMNIFICATION

- 8.01 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 1.5 times the scale established by the Legal Aid for the appropriate court without abatement.

8.02 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 Part II or Part VI of the Police Services 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.

ARTICLE 9 - SICK LEAVE

9.01 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.

9.02 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.

9.03 The hours of unused sick leave shall be accumulated.

9.04 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.

9.05 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.

- 9.06 In the case of the death of the Member the payment will be made to his or her estate.
- 9.07 A Member who is off work because of illness or non-compensable injury will receive full pay on an hour for hour basis to the extent of his or her unused credits.
- 9.08 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).
- 9.09 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.

9.10 When a Member is absent by reason of illness or injury occasioned by, or as a result of, his or her duties within the meaning of the Workers' Compensation Act, he or she will be entitled to his or her full pay while he or she is thereby incapacitated and there shall be no loss of accumulated sick leave credits. "Full Pay" shall be interpreted **so** as to preclude the possibility of a Member receiving a greater net pay while on Compensation than while working. Pension and benefit calculations are to be based upon the Member's salary as per Appendix "A" and "B".

9.11 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 ninety (90) days of the accident. No benefits will be paid to the Member beyond the Ninety (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 Board 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.

- 9.12 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 10 - ANNUAL VACATION**

- 10.01 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:
- 10.02 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.
- 10.03 All Members having completed one (1) or more years of continuous service shall receive seventy (70) hours.

- 10.04 All Members having completed four **(4)** or more years of continuous service shall receive one hundred and five (105) hours.
- 10.05 All Members having completed ten (10) or more years of continuous service shall receive one hundred and forty **(140)** hours.
- 10.06 All Members having completed sixteen (16) or more years of continuous service shall receive one hundred and seventy-five **(175)** hours.
- 10.07 All Members having completed twenty-three (23) or more years of continuous service shall receive two hundred and ten (210) **hours.**
- 10.08 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.
- 10.09 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 11 - STATUTORY HOLIDAYS

- 11.01 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.      |
- 11.02 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.
- 11.03 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.
- 11.04 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.

11.05 In each year in lieu of taking the forty-nine **(49)** hours referred to in Article 11.05, 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.

11.06 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.

11.07 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 12 - BENEFIT COVERAGE

12.01 Each Member shall be provided with the benefit coverage described in this Article, subject to the terms and conditions of the Health Insurance Act or the applicable insurance policy. The Board may change the insurance carrier for any benefit from time to time provided that the benefits will be at least equivalent to those provided in the previous plans or policy and that the cost to individual Members will not thereby be increased without the Association's consent.

12.02 Provincial Health Plan

The Board will pay the Employer Health Tax on behalf of each Member, to the Province of Ontario.

12.03 Extended Health Care Plan

Each Member, upon completion of ninety **(90)** days service, will be enrolled in the Extended Health Care Plan with no deductible and no co-insurance for such items as:

- prescription drugs;
- vision care subject to a maximum per person per two consecutive calendar year period of Two Hundred (\$200.00) Dollars;
- supplementary hospital benefit; (Semi-private accommodation)
- supplementary health care benefit provided they are prescribed by a physician including:
  - services of a registered nurse limited to Twenty-five (\$25,000) Thousand Dollars in a calendar year,
  - services of a physiotherapist,
  - services of a speech pathologist limited to Two Hundred and Fifty (\$250.00) Dollars in a calendar year,

- rental or purchase (at insurance company's option) of a wheel chair, hospital bed, walker and other durable equipment (approved by company) required for temporary therapeutic use,
- trusses, crutches and braces,
- artificial limbs or eyes or other prosthetic appliances,
- interuterine devices, but not including fees for insertion,
- oxygen,
- diagnostic laboratory and x-ray examination,
- licensed ground ambulance service to the nearest hospital equipped to provide the required treatment,
- emergency air ambulance service,
- services of a dental surgeon required for the treatment of a fractured jaw or for the treatment of accidental injuries to natural teeth if the fracture or injury was caused by external, violent and accidental means, provided the service is performed within thirty six (36) months of accident,

- services of a registered massage therapist limited to Twenty **(20)** treatments in a calendar year,
- services of a chiropractor, provided no portion of a charge is payable under a government plan, limited to Two Hundred and Fifty **(\$250.00)** Dollars in a calendar year,
- services of an osteopath, provided no portion of a charge is payable under a government plan, limited to Two Hundred and Fifty **(\$250.00)** Dollars in a calendar year,
- services of a naturopath, provided no portion of a charge is payable under a government plan, limited to Two Hundred and Fifty **(\$250.00)** Dollars in a calendar year,
- services of a podiatrist, provided no portion of a charge is payable under a government plan, limited to Two Hundred and Fifty **(\$250.00)** Dollars in a calendar year,
- services of a psychologist limited to Seven Hundred and Fifty **(\$750.00)** Dollars in a calendar year,
- hearing aids and repairs to them, excluding

batteries, limited to Five Hundred (\$500.00) Dollars during the five (5) year period ending on the date an eligible expense is incurred,

- orthopedic shoes limited to One Hundred and Fifty (\$150.00) Dollars in a calendar year,
- surgical dressing, pressure bandages and syringes furnished by a physician or surgeon in a doctor's office while traveling outside of Canada,
- expenses related to out-of-province emergency or referral less the amount payable by a government plan,
- Mutual Life's Medi-Connect travel assistance benefit or equivalent.

NOTE: MANY OF THE ABOVE BENEFITS HAVE LIMITS ON THE EXTENT AND APPLICABILITY OF THE COVERAGES. SPECIFIC DETAILS SHOULD BE ACCESSED THROUGH THE FINANCE DIVISION.

12.04 Dental Plan

Each Member, upon completion of ninety (90) days service, will be enrolled in the Dental plan which is to be the equivalent of Blue cross #9 (Basic) plus Riders #2 (Dentures), #3 (Orthodontic), and #4 (Major

Restorative). The fee schedule to be used is the Ontario Dental Association current fee schedule. The basic plan, equivalent to Blue Cross #9, is to be provided at the Board's expense, Riders #2 and #3 or their equivalent will be provided on a fifty percent (50%) premium cost shared basis, Rider #4, at the eighty percent (80%) level or the equivalent will be provided at the Member's expense.

12.05 Group Life and Accidental Death and Dismemberment Insurance

Each Member, upon completion of ninety (90) days service, will be provided both Group Life and Accidental Death and Dismemberment Insurance in an amount equal to two (2) times basic annual salary. If two (2) times basic annual salary is not a whole number of thousands, the amount of insurance will be increased to the next thousand.

12.06 Dependent Life Insurance

Each Member with eligible dependents, upon completion of ninety (90) days service, will be provided, at the expense of the Board, with Dependent Life Insurance coverage, of Fifteen Thousand (\$15,000) Dollars for spouse and Five Thousand (\$5,000) Dollars for each

eligible child.

12.07 Spouse of Deceased Member Coverage

Benefit coverage for the spouse of a deceased Member with twenty (20) or more years service will continue until;

- (a) age sixty-five (65) years, or
- (b) remarriage, or
- (c) eligible for coverage through another Employer.

12.08 Retired Members coverage

All retired Members will be provided with the following benefit coverage:

- (a) Extended Health Care Plan; as provided in Article 12.03, premiums to be borne one hundred percent (100%) by the Board.
- (b) Dental Plan; as provided in Article 12.04, premiums to be borne one hundred percent (100%) by the Retiree. (Post-dated Cheques will be provided in advance and the Plan shall be administered by the Board).
- (c) Group Life and Accidental Death and Dismemberment Insurance; premiums to be borne one hundred percent (100%) by the Board for Members who retire on or after June 30, 1987. Coverage shall be provided in the amount in effect on the date of retirement, from date of



retirement to the end of the month in which the Member attains the age of sixty five **(65)** years.

12.09 Spouse of Deceased Retiree Coverage

The Board will extend to the spouse of a deceased retiree the same benefit coverage as provided for the Retired Member in Articles 12.08 (a) and 12.08 (b), until the age of sixty-five **(65)** years or remarriage, whichever occurs first.

ARTICLE 13 - PENSION PLAN

13.01 The Board shall provide for all Members the maximum benefits available under the Ontario Municipal Employees' 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 six (6%) percent of his or her contributory earnings up to the Y.M.P.E. plus seven and one half (7.5%) percent of contributory earnings above the Y.M.P.E.

- 13.02 Qualified Members are permitted to purchase past services in accordance with OMERS Regulations for war services.
- 13.03 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 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 Nine Dollars and Forty Cents **(\$9.40)** 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: Parent, Step-parent, Spouse, Common-In-Law Spouse, Sibling, Step-Sibling, Child, Step-Child, Parent-In-Law, and Grandparent. One (1) day off with pay shall be granted only to attend the funeral of a Member's Brother-In-Law, Sister-In-Law, 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 10 and 11.

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 of Thirty-Three (.33) Cents per kilometer subject to the following conditions:

(a) one (1) trip to attend course of instruction;

- (b) one (1) additional trip for each five (5) weeks of completed course of instruction;
- (c) travel allowances provided by other levels of government are to be paid over to the Police Force in exchange for mileage.

ARTICLE 17 - GRIEVANCE PROCEDURE

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

ARTICLE 18 - PREGNANCY AND PARENTAL LEAVE

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

- (1) A pregnant Member who started employment with the Force at least thirteen (13) weeks prior to the expected birth date is entitled to a seventeen (17) week unpaid pregnancy leave.
- (2) Every pregnant Member shall provide a letter to the Chief of Police from a qualified medical practitioner verifying her pregnancy and the expected date of delivery, as soon as possible.
- (3) Such Member shall commence pregnancy leave no earlier than seventeen (17) weeks prior to the expected date of delivery.

(4) Every pregnant Member shall provide the Chief of Police with at least two (2) weeks notice in writing of the date her pregnancy leave is to begin. In the spirit of cooperation and in recognition of the time required to address staffing needs, Members are encouraged to provide six (6) weeks notice in addition to the two (2) weeks.

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

- (1) A Member who has been employed with the Force for at least thirteen (13) weeks and who is the parent of a child is entitled to an eighteen (18) week leave of absence without pay following:
  - (a) the birth of the child; or
  - (b) the coming of the child into the custody, care and control of a parent for the first time.

- (2) The parental leave of a Member may begin no more than thirty-five (35) weeks after the day the child is born or comes into the custody, care and control of a parent for the first time; the parental leave of a Member who takes a pregnancy leave, however, must begin when the pregnancy leave ends, unless the child has not yet come into the custody, care and control of a parent for the first time.
- (3) Every Member eligible for a parental leave shall provide the Chief of Police with at least two (2) weeks notice in writing of the date the parental leave is to begin. In the spirit of cooperation and in recognition of the time required to address staffing needs, Members are encouraged to provide six (6) weeks notice in addition to the two (2) weeks.
- (4) Parental leave shall end eighteen (18) weeks after it begins or on an earlier day if a Member gives the employer at least four (4) weeks written notice of that date.



**18.03** If a Member does not return to duty following completion of his or her parental and/or pregnancy leave, his or her employment will be deemed to have ended, unless the Chief of Police consents to an additional unpaid leave of absence. The Member will then receive payment for any benefits to which he or she may be entitled similar to other Members terminating their employment with the Force.

**18.04** Pregnancy and/or parental leave shall be in accordance with the Employment Standards Act of Ontario, except that a Member commencing such leave, who is in receipt of U.I. benefits pursuant to the Unemployment Insurance Act shall be paid a supplementary benefit in the amount of:

- (1) Seventy-five (75%) percent of the Member's regular weekly earnings for the two (2) week unemployment insurance waiting period, and
- (2) The difference between seventy-five (75%) percent of the Member's regular weekly earnings and the sum of the Member's regular weekly unemployment insurance benefits for a maximum period of fifteen (15) weeks after completion of the two (2) week waiting period.

"Regular weekly earnings" shall be one-half (1/2) of the Member's regular gross bi-weekly earnings, on the date the leave commenced.

18.05 While a Member is on a pregnancy and/or parental leave the Board agrees that the following shall apply:

- (1) In accordance with the Employment Standards Act of Ontario, the Board shall continue to pay the premiums normally paid by the Board to maintain those benefits to which the Member is entitled. Where a benefit has been provided at the Member's own expense the Member may elect to continue the coverage.
- (2) Where a Member elects, prior to the commencement of pregnancy and/or parental leave, to continue his or her pension contributions pursuant to Article 13, the Board shall maintain the employer's portion.
- (3) Where a Member elects to continue his or her pension contributions or benefits which are provided at his or her own expense, payments shall be made to the Board by providing post-dated cheques in advance.
- (4) A Member shall continue to accrue sick leave credits during a pregnancy and/or parental leave.

- (5) A Member shall not accrue vacation days during a pregnancy and/or parental leave, nevertheless, such leave shall be included in the years of service for the purpose of moving to the next level of vacation entitlement and position held in the annual leave signing list.
- (6) A Member shall continue to accrue seniority during pregnancy and/or parental leave.
- (7) A Member who has presented the Chief of Police with a letter from a qualified medical practitioner pursuant to Article 18.01 (2) shall be reassigned to station duties.
- (8) Where a Member is reassigned to station duties due to pregnancy, the Member shall be allowed to wear civilian clothing. This clothing shall be dry cleaned in accordance with Article 21.02.
- (9) A Member on pregnancy and/or parental leave who is required to attend court shall be paid in accordance with Article 6.06.
- (10) A Member on pregnancy and/or parental leave who is required to report for duty shall be paid at his or her regular rate of pay subject to a three (3) hour minimum.

18.06 A Member who has taken pregnancy and/or parental leave shall be reinstated with wages that are at least equal to the greater of:

- (1) the wages the Member was most recently paid; or
- (2) the wages that the Member would be earning had the Member worked throughout 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 Seventy-Five (**\$475.00**) Dollars, 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", "D" and "E" 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 Services 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, 1991 and continue in effect until the 31st day of December, 1991, 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 Cambridge, this 17th day of February, 1993.

ON BEHALF OF THE WATERLOO  
REGIONAL POLICE SERVICES BOARD

D. V. Cardillo  
[Signature]

ON BEHALF OF THE WATERLOO  
REGIONAL POLICE ASSOCIATION

[Signature]  
[Signature]

A P P E N D I X " A " - 1991

WATERLOO REGIONAL POLICE

CIVILIAN POSITION CLASSIFICATIONS

GRADE ONE

GRADE TWO

Dicta Typist  
Summons Secretary  
Traffic Secretary  
Division #2 Secretary  
Planning & Research Secretary  
Records Clerk-Property  
Junior Secretary-Courts (1)  
Headquarters Secretary - Reception (1)  
Division #3 Secretary (1)  
Human Resources Secretary (1)  
Physical Education Trainer (1)

GRADE THREE

Identification Secretary  
Division #1 - Youth Secretary  
Division #1 - Detectives Secretary  
Division #1 - Commanders Secretary  
Records Clerk - Occurrences  
Records Clerk - Accidents  
Accounts Secretary  
Records Clerk - Charges  
Building Maintenance  
Records Clerk - Criminal  
Court Secretary  
Community Relations Secretary  
Process Server  
Division #3 - Commanders Secretary  
Division #2 - Commanders Secretary  
Finance Secretary - Payroll  
Property/Transport Maintenance  
Records Clerk - Insurance  
Criminal Investigations Secretary  
Records Clerk - Warrants



A P P E N D I X " A " - 1991  
WATERLOO REGIONAL POLICE  
CIVILIAN POSITION CLASSIFICATIONS

GRADE 4

CPIC Operator  
Finance Secretary ~ Benefits  
Intelligence Secretary  
Property/Transport Purchasing  
Computer Operator  
Personnel/Training Secretary

GRADE 5

Identification Lab Technician  
Victim Services Counsellor  
Senior Computer Operator  
Special Constable ~ Courts (1)  
Driver Trainer (1)

GRADE 6

Switchboard Operator (2)  
Communicator  
Micro-Computer Programmer  
Human Relations Counsellor  
Victim Services Co-ordinator (3)

GRADE 7

Senior Computer Programmer (4)  
Building Maintenance - Foreperson

GRADE 8

Human Relations Co-ordinator  
Records Supervisor (5)

GRADE 9

Computer Systems Analyst

GRADE 10

A P P E N D I X " A " - 1991

WATERLOO REGIONAL POLICE

CIVILIAN POSITION CLASSIFICATIONS

- (1) Positions have been placed but not evaluated
- (2) Positions to remain at salary range of \$28,001 - \$32,207; positions to be submitted for evaluation.
- (3) Position to receive 3% on 1990 range effective January 1, 1991; will move to new scale range December 31/91
- (4) Position to receive 3% on 1990 range effective January 1, 1991; salary will be above range for grade
- (5) Position to receive 3% on 1990 range effective January 1, 1991; will move to new scale range July 1, 91

A P P E N D I X "B" - 1991

SALARIES

	<u>JAN. 1/91</u>	<u>JULY 1/91</u>	<u>DEC. 31/91</u>
<u>GRADE ONE</u>			
Start			
2			
3			
4			
Increment			
<u>GRADE TWO</u>			
Start	\$23,837		
2	25,029		
3	26,221		
4	27,412		
Increment	1,192		
<u>GRADE 3</u>			
Start	26,220		
2	27,530		
3	28,840		
4	30,150		
Increment	1,310		
<u>GRADE 4</u>			
Start	26,220	\$27,830	
2	27,530	29,220	
3	28,840	30,610	
4	30,150	32,000	
Increment	1,310	1,390	
<u>GRADE 5</u>			
Start	28,841	29,994	
2	30,285	31,496	
3	31,729	32,998	
4	33,173	34,500	
Increment	1,444	1,502	

A P P E N D I X "B" - 1991

SALARIES

	<u>JAN. 1/91</u>	<u>JULY 1/91</u>	<u>DEC. 31/91</u>
<u>GRADE 6</u>			
Start	28,841	31,733	\$32,167
2	30,285	33,322	33,778
3	31,729	34,911	35,389
4	33,173	36,500	37,000
Increment	1,444	1,589	1,611
<u>GRADE 7</u>			
Start	32,105	36,939	
2	33,571	38,626	
3	35,037	40,313	
4	36,503	42,000	
Increment	1,466	1,687	
<u>GRADE 8</u>			
Start	40,317	41,812	
2	42,237	43,804	
3	44,157	45,796	
4	46,077	47,788	
Increment	1,920	1,992	
<u>GRADE 9</u>			
Start	48,399		
2	50,946		
3	53,493		
4	56,040		
Increment	2,547		

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 Civilian Commission on Police Services 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 conciliation and/or arbitration in accordance with Part VIII of the Police Services Act.
  - (ii) Where the differences arise from other causes refer the dispute, grievance or complaint to the Ontario Civilian Commission on Police Services 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 Services Act and Regulations thereto.

Appendix "E"  
Temporary Employees

In this Agreement:

- 1.(a) Full-time employee means any person employed by the Board to work in the Police Force on a continuous basis. The hours worked by such an employee should average thirty-five (35) or more hours per week.
- (b) Temporary employee means any person employed by the Board to work in the Police Force on a "full time" basis for an agreed limited period of time.
2. The Board may hire temporary employees to fill vacancies due to illnesses, pregnancy leaves, vacation and other authorized leaves.
3. The period of employment shall not exceed six (6) months unless otherwise authorized by this Agreement. Notwithstanding this six (6) month limit, where a temporary employee has been hired to fill a vacancy due to pregnancy leave, the employee may be hired for a period longer than six (6) months but such period shall not exceed the length of the leave provided in Part XI of the Employment Standards Act of Ontario.

4. Where the Board retains a temporary employee longer than the period of time as provided in #3 above, the temporary employee will become a permanent full-time employee and be subject to all the provisions of this Agreement.
5. Temporary employees shall be paid at the start rate of the classification in which they are employed **as** set out in Appendix "A" and "B",
6. Temporary employees shall be entitled to the provisions of this Agreement with the exception of the discharge provisions of Article 1.01 (b) and Article 17, Articles 3.02 - 3.07, 9, 10, 11, 12, 13, 16.01 - 16.02, 18 and 19 unless otherwise provided by law. Where there are annual allowances for full-time employees these allowances will be pro-rated for temporary employees.
7. The Board agrees that no full-time employee shall be laid off or terminated as a result of the employment of temporary employees.
8. Temporary employees may be required to pay Association membership dues in accordance with Article 3.01.
9. It is understood that when a temporary vacancy occurs only the initial vacant position will be posted.

Notwithstanding the foregoing:

10. Students employed during school vacations, co-operative work terms and persons hired under the auspices of temporary job creation programs funded by other levels of government shall be excluded from the scope of this Agreement. The Association shall be notified of the details of such hirings and it is understood that these positions will not replace positions presently held by permanent full-time employees.
11. If it is not possible or practical to hire a temporary employee to fill a vacancy, agency employees may be used. Agency employees are employees of the agency and the agency pays their remuneration and benefits. No Agency employee will be retained for a period greater than six (6) months.
12. If the Board determines there is a need to hire part-time employees the terms of employment will be negotiated with the Association.