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No. OF EMPLOYEES	140		
NOMBRE D'EMPLOYÉS	88		

1995 COLLECTIVE AGREEMENT

BETWEEN

WATERLOO REGIONAL POLICE SERVICES BOARD

- AND -

THE WATERLOO REGIONAL POLICE ASSOCIATION

CIVILIAN

EFFECTIVE JANUARY 1/95 TO DECEMBER 31/95

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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 Service to whom this Agreement applies.

THIS AGREEMENT made this day of , 1996.

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 Service **of** the Waterloo Region is deemed to be a Member of that Service;

WHEREAS the parties hereto have reached an Agreement with respect to the above mentioned matters for the current year(s) 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 Service, 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 - - 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.
- 2.06 Effective December 31, 1992, Members who are designated Communication Training Personnel, and are required to make recommendation as to the capability of a Communication Trainee, shall receive, while so assigned and engaged in training a new Communication Member, a bonus of Ten (\$10.00) Dollars per day. The training period for a new Member will be determined by the Commander in consultation with the Platoon N.C.O. Such bonus will be paid quarterly.
- For the purpose of this Article, the training bonus is intended to be given to any Communication Member required to train a new, permanent, or temporary employee, who will fill a Communication position for a three month period or longer.

ARTICLE 3 - ASSOCIATION DUES

- 3.01 The annual dues as determined by the Association shall be paid in twenty-six (26) or twenty-seven (27), as the case may be, equal installments deducted from the bi-weekly pay of each Association Member and remitted to the Association Treasurer. Such deduction shall commence upon the employment of the Member and shall be made irrespective of

whether any Member is or is not a Member of the said Association.

The Association agrees to indemnify and save the Board harmless against any claim or liability arising out of the application of this Article except for any claim or liability arising out of an error committed by the Board.

- 3.02 The Board agrees to supply the Association, with a current alphabetical listing of personnel on a bi-annual basis, including address, phone number and postal code. This is not to preclude the current co-operative exchange of information.
- 3.03 Two (2) accredited elected representatives of the Association will each be allowed five (5) consecutive days and essential travel time to attend the **Annual** Conference 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 Conference. The Association may choose to utilize one of these two (2) leaves for attendance at the **Annual** Conference of the Canadian Police Association.
- 3.04 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 3.06.

- 3.05 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 **my** attend three (3) two-day executive meetings of the Police Association of Ontario.
- 3.06 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 3.09. Whenever this "Bank" is exhausted it will be replenished **by** deducting a further hour from the accumulated overtime *of* each Member. The Board will provide to the Association at four month intervals, a statement of the "Bank" which will identify credits, debits and the balance at the end of each period.
- 3.07 This Agreement applies to all Members as of the date *of* permanent or temporary employment.
- 3.08 **A** Member selected by the Association shall be granted leave of absence from his or her duties to act as Association Business Agent with no loss of his or her seniority or fringe benefits. The Association shall reimburse the Board for the full cost of such Member including fringe benefits. However, the Member's unused sick leave credits shall be drawn from the Central Sick Leave Bank as per Article 10.10 and shall be credited to his or her individual Sick Leave

Bank. Sick leave taken shall be reported annually to the Administration. The provisions of this Article shall be interpreted as to allow for a leave of absence for a maximum of two (2) Members irrespective of whether the Member is covered by the provisions of the Civilian or Uniform Agreement.

- 3.09 (1) Members of the Board of Directors and Executives of the Association shall be entitled to time off duty to attend regular fortnightly meetings of the Association; and
- (2) one (1) Member of the Board of Directors and Executives of the Association who is covered by this Agreement having provided two weeks notice shall be entitled to time off duty to attend workshops or seminars which are sanctioned by the Association; and
- (3) additional Members of the Board of Directors and Executives of the Association not covered **by** the provisions of paragraph (2) or those required to attend Committee Meetings sanctioned by the Association may, subject to the exigencies of the Service, be granted time off duty to attend to such Association business.

Each such Member referred to in paragraphs (1) through (3) shall be paid for such part of the time so spent so 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 3.06. Notwithstanding the authority to make these deductions, where Members are required to attend negotiations with the Board or other Joint Management/Association Meetings, no deduction will be made from the "Bank" but such time will be deemed to represent hours that the Member(s) would normally have been on duty and the time applied towards the Members' regularly scheduled shift provided that the shift falls within twenty-four (24) hours of the meeting. In the application of this Article a Member shall not be entitled to overtime and a meeting which exceeds six (6) hours shall be considered a full shift worked.

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) consecutive hours between 0600 and 1800* (including a one (1) hour unpaid lunch or rest period), and includes Saturday, Sunday and legal holidays.
 - (b) EVENING SHIFT shall be ten (10) consecutive hours between 1300 and 0300 (including a one (1) hour unpaid lunch or rest period), and includes Saturday, Sunday and **legal** holidays.
 - (c) NIGHT SHIFT shall be eight (8) consecutive **hours** between 2000 to 0800 (including a one (1) hour unpaid lunch or rest period), 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 eight (8) consecutive hours between 0600 and 1800 (including a one (1) hour unpaid lunch or rest period), and includes Saturday, Sunday and legal holidays.

(b) EVENING SHIFT shall be eight (8) consecutive hours between 1300 and 0300 (including a one (1) hour unpaid lunch or rest period), and includes Saturday, Sunday and legal holidays.

(c) NIGHT SHIFT shall be eight (8) consecutive hours between 2000 to 0800 (including a one (1) hour unpaid lunch or rest period), 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 Service, 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 Four Hundred (\$400.00) Dollars if required to work three (3) shifts and Two Hundred and Fifty (\$250.00) 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-Five (45) Cents per hour for evening and Sixty (60) 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 T

- 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 (1½) 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 (¼) hour or part of a quarter (¼) 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 (1½). Should a court sitting extend beyond three (3) hours the additional hour(s) or part thereof shall be payable at time and one-half (1½). 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 or *any* scheduled shift which extends beyond midnight shall be credited with six (6) hours per appearance. *Any* shift which extends beyond midnight, subject to the exigencies of the service, **shall** be re-scheduled to an earlier start.

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 one (1) or two (2) consecutive blocks of duty time as annual leave, days off which precede, follow or are between the blocks as booked will be considered annual leave for this purpose. On any occasion when two (2) or more consecutive blocks of duty time are booked as annual leave, only the *days* off which precede, follow or are between the first two (2) consecutive blocks will be 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. The salary level for the purpose of this calculation will be the level to which the Member is entitled on the date of the payout.
- 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 (1½).
- 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 Service, 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 (1½), 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.

ARTICLE 8 - PAYMENT FOR OVERTIME, COURT TIME, ETC.

- 8.01 The Board agrees that all hours earned under Articles 6 and 7 will be recorded on a single appropriate form. The form will provide for a Member, at his or her own discretion, to elect to be paid for, or to **bank** the owed time.
- (a) A Member electing to be paid shall have all accumulated time in excess of twenty-four (24) hours paid semi-annually. Such payment shall be made on or before June 1st and December 1st respectively.
 - (b) A Member electing to **bank** the time, **may** apply such time towards casual days or part **days** off duty in accordance with Article 8.02.
 - (c) Notwithstanding clause (b), where a Member continues to have accumulated time standing to his or her credit, he or she will be paid annually on or before the 1st day of December for all remaining time in excess of twenty-four (24) hours.
 - (d) A current account of hours standing to a Member's credit will be posted monthly.
- 8.02 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 9 - LEGAL INDEMNIFICATION

9.01 The Board shall indemnify a Member of the Police Service for reasonable legal costs incurred in the course of his or her employment,

1. In the defence of a civil action for damages because of acts done in the course of employment under the following circumstances only:
 - (a) where the Board is not joined in the action as a party pursuant to Section 50 (1) of the Police Services Act, and the Board does not defend the action on behalf of itself and of the Member as joint tort feorsors at the Board's sole expense;
 - (b) where the Board is joined as a party or elects to defend the action, but the solicitor retained on behalf of the Board and the Member is of the view that it would be improper for him or her to act for both the Board and the Member in that action.
2. In the defence of a criminal prosecution, excluding a criminal prosecution in which the Member is found guilty of a criminal offence.
3. In the defence of a statutory prosecution, excluding a statutory prosecution in which the Member is found guilty.

4. In respect of a proceeding under the Coroner's Act, a hearing, investigation or inquiry under Part II or Part VI of the Police Services Act where a penalty is not imposed or the **Member** is not found guilty of misconduct.

9.02 Where a question arises as to reasonable legal costs, the Board shall indemnify the Member at 1.5 times the scale established by the Legal Aid Plan.

9.03 The provisions of 9.01 shall not restrict the Board from indemnifying a Member whose conduct in the performance of his or her duties is or **may** be called into question in a proceeding or inquiry not specified in Article 9.01. Legal advice and/or counsel in each case will be the subject of discussion between the **Board and the Association**.

9.04 Notwithstanding clause 9.01, the Board **may** refuse payment otherwise authorized under Article 9.01 where the Board can establish that the actions of the Member from which the charges arose amounted to a **gross** dereliction of duties.

ARTICLE 10 - SICK LEAVE

10.01 Each Member covered **by** this Agreement shall be credited with ten and one-half (10½) hours of accumulated sick leave for every month of continuous service.

10.02 **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.

10.03 The hours of unused sick leave shall be accumulated.

- 10.04 A listing of the Member's accumulated sick leave shall be posted on Orders annually.
- 10.05 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 ($\frac{1}{2}$) the number of hours then standing to his or her sick leave credit, but payment for such leave shall not exceed one-half ($\frac{1}{2}$) of his or her yearly salary at the current rate of pay.
- 10.06 After completing five (5) years of continuous service, each Member covered by this Agreement, upon his or her resignation, shall be granted one-half ($\frac{1}{2}$) 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 ($\frac{1}{2}$) of his or her current yearly salary.
- 10.07 In the case of the death of the Member the payment will be made to his or her estate.
- 10.08 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.

- 10.09 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**).
- 10.10 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. The Board will provide to the Association at four month intervals, a statement of the Central Sick Leave Bank which will identify credits, debits and the balance at the end of the period.
- 10.11 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".

- 10.12 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.

- 10.13 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 11 - ANNUAL VACATION

- 11.01 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:
- 11.02 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.
- 11.03 All Members having completed one (1) or more years of continuous service shall receive seventy (70) hours.
- 11.04 All Members having completed three (3) or more years of continuous service shall receive one hundred and five (105) hours.
- 11.05 All Members having completed ten (10) or more years of continuous service shall receive one hundred and forty (140) hours.
- 11.06 All Members having completed sixteen (16) or more years of continuous service shall receive one hundred and seventy-five (175) hours.
- 11.07 All Members having completed twenty-three (23) or more years of continuous service shall receive two hundred and ten (210) hours.

- 11.08 All Members having completed thirty (30) or more years of continuous service shall receive two hundred and forty-five (245) hours.
- 11.09 *Any* Member taking their annual vacation in the months other than June, July, August and September shall receive Three Hundred (\$300.00) Dollars bonus. A Member who *takes* at least seventy-five (75%) percent of, but not all of their vacation outside the months mentioned **shall** receive a proportionate part of the Three Hundred (\$300.00) Dollars. Where Members are assigned to the Compressed Work Week the additional thirty-five (35) hours of time which *may* be taken in lieu of Statutory Holiday, pursuant to 12.03 and 12.05 is **to** be considered vacation for this **purpose**.
- 11.10 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.
- 11.11 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.

11.12 Should any Member be transferred or re-assigned following November 30th, Members will not be required to re-sign any vacation list unless there is mutual consent between both the Member and the Supervisor of the unit.

ARTICLE 12 - STATUTORY HOLIDAYS

12.01 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.

12.02 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.

12.03 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.

12.04 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 (1½) of their regular rate and shall be given a day off with pay in lieu of such holiday.

- 12.05 In each year in lieu of taking the forty-nine (49) hours referred to in Article 12.03, 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*.
- 12.06 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.
- 12.07 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 13 - BENEFIT COVERAG

13.01 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.

13.02 Provincial Health Plan

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

13.03 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,
 - licenced 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 which are part of a brace or specially constructed, 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.

13.04 **Dental Plan**

Each Member, upon completion of ninety (90) days service, shall be provided with a Dental plan which will provide benefits equivalent to Blue Cross #9 (Basic) plus Riders #2 (Dentures), #3 (Orthodontic) and #4 (Major Restorative). 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 premium cost shared basis with the Board bearing seventy-five percent (75%) of the premium cost, Rider #4 or the equivalent will be provided at the Member's expense. The fee schedule to be used is the Ontario Dental Association current fee schedule.

13.05 **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.

13.06 **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.

13.07 **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.

13.08 **Retired Members Coverage**

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

- (a) Extended Health Care Plan; as provided in Article 13.03, premiums to be borne one hundred percent (100%) by the Board.

- (b) Dental Plan; as provided in Article 13.04, 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.

13.09 Spouse of Deceased Retiree Coverage

The Board will extend to the **spouse** of a deceased retirant the same benefit coverage as provided for the Retired Member in Articles 13.08 (a) and 13.08 (b), until the age of sixty-five (65) years or remarriage, whichever occurs first.

ARTICLE 14 . PENSION PLAN

14.01 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 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.

14.02 Qualified Members are permitted to purchase past services in accordance with OMERS Regulations for war services.

14.03 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 15 - MEAL ALLOWANCE

15.01 **A** Member who is out of the Region over a normal meal period on duty or on **a** court attendance arising from the performance of his or her duties shall be reimbursed for a meal up to the amount of Ten (\$10.00) Dollars upon production of the appropriate receipts. A Member who is out of the Region for a full day (three (3) or more contiguous meal periods) on duty or on **a** court attendance arising from the performance of duties shall be provided with Ten (\$10.00) Dollars allowance ~ e meal period without receipts.

15.02 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 15.01 upon production of appropriate receipts.

ARTICLE 16 - COMPASSIONATE LEAVE

16.01 Upon request of 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 family shall include Parent, Step-parent, spouse, Common-law spouse, Sibling, Step-sibling, Child, Step-child, Grandchild, 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, Uncle, Niece or Nephew.

16.02 At the discretion of the Chief of Police, additional days to those allowed under Article 16.01 may be granted pursuant to Articles 11 and 12.

ARTICLE 17 - EDUCATION ALLOWANCE

17.01 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. Where the course is not approved by

the Board, the Member's application shall be returned with a brief explanation.

- 17.02 The Board will provide at its own expense all textbooks or studymaterials relevant to any departmental screening test.
- 17.03 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.
- 17.04 Members who use their **own** automobiles to attend courses of instruction outside the Region which they are required to attend by the Board 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) additional trip(s) for the purpose of attending court or other authorized police duties;
 - (d) travel allowances provided by other levels of government are to be paid over to the Service in exchange for mileage.

ARTICLE 18 - GRIEVANCE PROCEDURE

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

ARTICLE 19 - PREGNANCY AND PARENTAL LEAVE

19.01 Pregnancy leave shall be granted to a Member of the Waterloo Regional Police Service 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 Service 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.

19.02 parental leave shall be granted to a Member of the Waterloo Regional Police Service 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 Service 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 encourage³ 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.

19.03 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 Service.

19.04 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 ($\frac{1}{2}$) of the Member's regular gross bi-weekly earnings, on the date the leave commenced.

19.05 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 14, 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 19.01 (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 22.02.
- (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.

19.06 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 20 - RECLASSIFICATION

20.01 See Appendix "C" following, made part of this Agreement

ARTICLE 21 - SPECIAL DUTY

21.01 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.

21.02 When required under this Article, authorized overtime shall be paid on the same basis as outlined in Article 6.02.

ARTICLE 22 - CLOTHING AND FOOTWEAR

22.01 Clothing and footwear will be issued **to** the Maintenance Staff and Property Clerks in accordance with Departmental regulations.

22.02 Maintenance Staff uniforms, Process Server's, Identification Lab Technician's and Property Clerk's clothing will be *dry* cleaned bi-weekly or **as** required.

22.03 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 23 - SPECIAL LICENCES

23.01 Where a Member *of* the Maintenance Staff holds a valid Ontario Provincial Licence necessary for the proper performance of his or her duties, he or she will be paid annually ~ h fee necessary to keep his er her licence in

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

ARTICLE 24 - PROBATIONARY PERIOD

24.01 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 25 - APPENDICES

25.01 Appendices "A", "B", "C", "D", "E" and "F" shall be part of this Agreement.

ARTICLE 26 - LAY OFF

26.01 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.

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

ARTICLE 27 - TRANSFERS

27.01 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 28 - COURT REPORTER DUTIES

28.01 *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 29 - PURGING OF FILES

29.01 The Board agrees to purge all department files, including a Member's personnel file of:

- a) all incidents, negative or otherwise, after two (2) years (recognizing that the purpose of recording an incident is to assist a Supervisor with an annual performance appraisal);
- b) all negative documentation and admonishments or informal discipline penalties two (2) years after the date of the last negative documentation, admonishment or penalty;
- c) all records of *any* Criminal and/or Provincial Offence in which there was a withdrawal or dismissal of a charge against a Member;
- d) all records of *any* Provincial Offence conviction two (2) years after the date of conviction;
- e) all records of *any* Criminal Offence *five* (5) years after the date of conviction where there was a conditional or absolute discharge;

*

f) all records of any formal discipline or conviction under the Police Services Act two (2) years after the last formal discipline or conviction provided the confirmed penalty (after all appeal procedures have been exhausted) does not exceed the forfeiture of forty (40) or more hours pay or leave, or forty (40) or more hours suspension without pay.

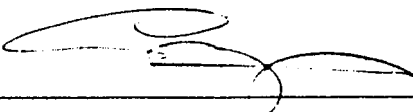
ARTICLE 30 - DURATION OF AGREEMENT

30.01 This Agreement, except as provided herein, shall take effect on the first day of January, 1995 and continue in effect until the 31st day of December, 1995, 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 9th day of July, 1996.

ON BEHALF OF THE WATERLOO REGIONAL POLICE SERVICES BOARD

ON BEHALF OF THE WATERLOO REGIONAL POLICE ASSOCIATION



Ken [unclear]



Steve [unclear]

A P P E N D I X " A " 1995

WATERLOO REGIONAL POLICE

CIVILIAN POSITION CLASSIFICATIONS

GRADE ONE

GRADE TWO

Dicta Typist
Records Clerk - Property
Headquarters Secretary - Reception (1b)

GRADE THREE

Traffic Secretary
Identification Secretary
Division #1 - Youth Secretary
Division #1 - Detectives Secretary
Division #1 - Commanders Secretary
Records Clerk - Occurrences
Records Clerk - Accidents
Records Clerk - Charges
Building Maintenance
Records Clerk - Criminal
Court Secretary
Community Relations Secretary
Process Server
Division #3 - Commanders Secretary
Division #2 - Secretary
Division #2 - Commanders Secretary
Planning & Research Secretary
Summons Secretary
Property/Transport Maintenance
Records Clerk - Insurance
Records Clerk - Warrants
Switchboard Operators (1a)
Junior Secretary-Courts
Division #3 Secretary
Human Resources Secretary
Policing Standards Secretary (3)
Front Desk Clerk
CPIC Operator (1c)

A P P E N D I X " A " 1995

WATERLOO REGIONAL POLICE

CIVILIAN POSITION CLASSIFICATIONS

GRADE FOUR

Finance Secretary - Accounts
Finance Secretary - Payroll
Finance Secretary - Benefits
Intelligence Secretary
Property/Transport Purchasing
Personnel/Training Secretary
Criminal Investigations Secretary
Firearms Clerk (3)

GRADE FIVE

Computer Operator
Special Constable - Courts
Identification Lab Technician
Research Analyst (3)

GRADE SIX

Communicator
Human Relations Counsellor
Human Resources Assistant (3)
Assistant Records Manager (3)
Driver Trainer
victim Services Counsellor
Senior Computer Operator
Micro-Computer Programmer (2)

GRADE SEVEN

Fitness Co-ordinator
Senior Computer Programmer (2)

GRADE EIGHT

Human Relations Co-ordinator
Victim Services Co-ordinator
Building Maintenance - Foreperson

GRADE NINE

Computer Systems Analyst

GRADE TEN

A P P E N D I X " A " 1995

WATERLOO REGIONAL POLICE

CIVILIAN POSITION CLASSIFICATIONS

- (1) As a result of pay equity reviews, encumbent employees are red circled at salary identified:
 - a) at salary range of \$28,001 - \$32,207
(from 1991 Appendix "B")
 - b) at salary range of \$26,615 - \$31,042
(from 1993-94 Appendix "B")
 - c) at salary range of \$28,249 - \$32,947
(from 1993-94 Appendix "B")
- (2) Salary has been negotiated above range for Grade.
- (3) New position subject to pay equity review.

A P P E N D I X "B" 1995
WATERLOO REGIONAL POLICE
SALARIES

JANUARY 1, 1995

GRADE ONE

Start
2
3
4

GRADE TWO

Start	24,195
2	25,406
3	26,616
4	28,223

GRADE THREE

Start	26,615
2	27,944
3	29,274
4	31,042

GRADE FOUR

Start	28,249
2	29,660
3	31,071
4	32,947

GRADE FIVE

Start	30,445
2	31,970
3	33,495
4	35,521

GRADE SIX

Start	32,651
2	34,286
3	35,922
4	38,095

A P P E N D I X "B" 1995

WATERLOO REGIONAL POLICE

SALARIES

JANUARY 1, 1995

GRADE SEVEN

Start		37,495
	2	39,207
	3	40,920
	4	43,243

GRADE EIGHT

Start		42,441
	2	44,463
	3	46,485
	4	49,202

GRADE NINE

Start		49,127
	2	51,713
	3	54,298
	4	57,698

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 Service, 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 who have completed six (6) months service will be eligible to apply. If no suitable applications are received, the Board may seek such applications as deemed necessary through an external job competition. Temporary Members who wish to compete in this competition may apply at this time.
5. A permanent Member who has been successful in an internal job competition for another permanent position will not be eligible to make application in response to a permanent or temporary job posting for sixty (60) days from the date the Member assumed the duties of the first position.
6. A permanent Member who has been successful in an internal job competition for a temporary position will not be eligible to make application in response to another temporary job posting for sixty (60) days from the date the Member assumed the duties of the first position. This provision does not restrict the Member from making application in response to a permanent job posting within the sixty (60) days.

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 **my** 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.

A P P E N D I X " E "

TEMPORARY EMPLOYEES

In this Agreement:

1. (a) Full-time employee means any person employed by the Board to work in the Police Service 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 Service 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 18, Articles 3.03 - 3.09, 10, 11, 12, 13, 14, 17.01 - 17.02, 19 and 20 unless otherwise provided in the Employment Standards Act or other legislation. Where there are annual allowances for full-time employees i.e. Shift premiums, 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 will 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.

A P P E N D I X " F "

VOLUNTEERS

The Board and the Association recognize that volunteers can provide a valuable contribution to the Police Service. The Board and the Association agree that:

- (a) a volunteer is a member of the public who donates time without monetary compensation,
- (b) volunteer usage must be monitored to ensure the professionalism of the Service is not eroded,
- (c) volunteers will not be used to **perform** duties normally provided by Members of the bargaining unit,
- (d) the use of volunteers will not result in the layoff or displacement of any bargaining unit Member,
- (e) the Association **will** be given prior notice of **all** future use of volunteers in the Police Service.