

SOURCE	Municipality		
EFF.	89	01	01
TERM.	90	12	31
No. OF EMPLOYEES	450		
NOMBRE D'EMPLOYÉS	O.S.		

1989-90 COLLECTIVE AGREEMENT

BETWEEN

WATERLOO REGIONAL BOARD OF COMMISSIONERS OF POLICE

-AND-

THE WATERLOO REGIONAL POLICE ASSOCIATION

U N I F O R M

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

MAR 26 1991

0719503

I N D E X

	<u>PAGE(S)</u>	<u>ARTICLE</u>
AIR CONDITIONING.....	37	33
ALLOWANCE FOR ATTENDING CLASSES.....	18	16
ASSOCIATION DUES.....	3	3
ASSOCIATION MEETINGS.....	21 - 22	21
CLOTHING.....	17	15
COMPASSIONATE LEAVE.....	33	27
COURT-TIME PAY.....	9 - 12	10
DEPARTMENTAL BY-LAWS.....	19	18
DURATION.....	38	35
ESTABLISHED COMPLEMENT, ACTING RANKS.....	5	6
EXCHANGE OF SHIFTS.....	14 - 16	13
EXEMPTION FROM FOOT PATROL DUTY.....	35	29
GENERAL PROVISIONS.....	35 - 36	30
GRIEVANCES.....	22	22
HOURS OF WORK.....	12 - 14	12
INJURY ON DUTY.....	19 - 20	19
INSURANCE.....	25 - 27	24
LAYOFF.....	36 - 37	32
LUNCH PERIOD, MEAL ALLOWANCE.....	16	14
MANAGEMENT RIGHTS.....	2	2
MATERNITY LEAVE.....	30 - 33	26
PAY FOR OVERTIME, CALL-OUT AND STAND-BY.....	6 - 8	9

	<u>PAGE(S)</u>	<u>ARTICLE</u>
PAYMENT FOR OVERTIME, COURT-TIME, ETC.....	12	11
PENSIONS.....	23 - 24	23
PROMOTIONS.....	4 - 5	5
PURGING OF FILES.....	37	34
RECOGNITION AND SCOPE.....	1 - 2	1
SALARIES.....	3 - 4	4
SERVICE PAY.....	<i>b</i>	7
SICK LEAVE, SICK LEAVE BANK.....	28 - 30	25
SPECIAL DUTY PAY.....	<i>b</i>	8
STATUTORY HOLIDAYS.....	20 - 21	20
TRANSFERS.....	36	31
TUITION FOR SUPPLEMENTARY EDUCATION.....	18	17
VACATIONS WITH PAY.....	34 - 35	28

THIS AGREEMENT made this day of , 1990.

B E T W E E N :

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

- AND -

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

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

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of **the** premises and the mutual covenants and agreements herein contained the parties hereto covenant and agree as follows:

ARTICLE 1 - RECOGNITION AND SCOPE

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

1.02 The Board and the Association agree that there will be no discrimination, interference, restraint or coercion exercised *or* practised with respect to any Member of the police Force because *of* his or her membership or connection with the Association and that membership in the Association by Members of the Police Force who are eligible to join will not be discouraged.

1.03 This Agreement does not apply to Civilian Employees in respect of which there will be one or more separate agreements, however, Cadets are included in this Agreement for reasons of convenience.

ARTICLE 2 - MANAGEMENT RIGHTS

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

- (a) Maintain order, discipline and efficiency;
- (b) Hire, discharge, direct, classify, transfer, promote, demote and suspend or otherwise discipline any Police Officer provided that *a* claim for discriminatory promotion, demotion *or* transfer *or* a claim that an employee has been discharged *or* disciplined without reasonable cause, may be the subject *of* a grievance and dealt with as hereinafter provided.

ARTICLE 3 - ASSOCIATION DUES

- 3.01 The annual dues as determined by the Association shall be paid in twenty-six (26) installments deducted from the pay of each Association Member and remitted to the Association Treasurer. Such deduction shall commence on the Member becoming a full Member.
- 3.02 All Police Personnel on date of employment shall be deemed to be full Members.

ARTICLE 4 - SALARIES

- 4.01 The salaries of the Members of the Police Force to which this Agreement applies, shall be in accordance with the schedule attached hereto as Appendix "A". First Class Constables who have been Members of the Waterloo Regional Police for at least four (4) years may be transferred to Plainclothes duties in the Detective, Special Assignments, Identification or Youth Bureau Divisions, and shall receive while so assigned, a bonus paid as part of salary equal to one-half the difference between the pay of the First Class Constable and a Sergeant for the first two (2) years of such assignment and thereafter, a bonus paid as part of salary equal to three-quarters of the difference between the pay of the First Class Constable and a Sergeant.
- 4.02 Police Officers and Cadets except those detailed to a steady day shift, shall be paid in addition to and as part of their regular annual salary, in lieu of shift

premium, the sum of Three Hundred and Twenty-Five (\$325.00) **Dollars** in 1989 and Three Hundred and Fifty (\$350.00) **Dollars** in 1990 if required to work three (3) shifts and One Hundred and Eighty-Five (\$185.00) **Dollars** in 1989 and Two Hundred (\$200.00) **Dollars** in 1990 if required to work two (2) shifts.

4.03 Nothing in this Agreement is intended to prevent the Chief of Police from making short term transfers between Divisions to meet the operational exigencies of the Service. Personnel **so** transferred will **be** paid their normal rate of pay for a period not to exceed three (3) months.

ARTICLE 5 - PROMOTIONS

5.01 Promotions from Third to Second Class Constable and from Second to First Class Constable shall be made after twelve (12) months service in the Class unless the Chief of Police shows to the Board why such Member should not be promoted.

5.02 Except as provided above promotions are at the discretion of the Board.

5.03 A Cadet who has attained the age of twenty-one (21) years shall on the recommendation of the Chief of Police be appointed a Fourth Class Constable to fill a vacancy in the established complement. **All** Cadets will receive credit for one (1) months service as a Fourth Class Constable for each two (2) months of service as a Cadet, **to** a maximum of twelve (12) months credit, for the purpose of Clause 4.01 and Appendix **"A"**, only.

- 5.04 A Cadet shall not be eligible to be recommended who is not found qualified and suitable to be appointed a Constable through the normal screening process. If no vacancy exists in established complement when a qualified and suitable Cadet turns twenty-one (21) years, recommendation will be delayed until a vacancy exists. In case more than one Cadet is awaiting appointment for want of vacancy, appointments will be made in the order of their turning twenty-one (21) years, as vacancies occur.
- 5.05 A recruit shall be or remain a Cadet until he or she has successfully completed the Basic Recruit Training Level II course at Aylmer whereupon he or she will be sworn in as a Fourth Class Constable.
- 5.06 The Board may dispense with the services of any Cadet without cause within six (6) months of his or her appointment to the Department.

ARTICLE 6 - ESTABLISHED COMPLEMENT, ACTING RANKS

- 6.01 The Board shall continue to have an established complement, which may be adjusted from time to time by the Board and which shall designate all Officers serving in senior ranks.
- 6.02 In any calendar year in which an Officer above the rank of Second Class Constable is detailed to relieve a Senior officer who is absent from duty due to illness, vacation, course attendance, detached duties, days off, or who has retired, such relieving Officer shall be paid on the basis of the higher rank so relieved from the date of assumption.

ARTICLE 7 - SERVICE PAY

7.01 Each Officer who has five (5) or more years continuous service shall annually on or before the 1st day of December be paid Seventy-Three Dollars and Fifty Cents (\$73.50) for each completed five (5) years of continuous service.

7.02 Each First Class Constable with ten (10) or more years of service will in addition to the sum payable pursuant to Article 7.01 receive the sum of One Hundred (\$100.00) Dollars annually.

ARTICLE 8 - SPECIAL DUTY PAY

8.01 Police Officers who accept special duty assignments on time off (at sports events, etc.) shall be paid at time and one-half (1 1/2) basis. The rate per hour shall be calculated on the Officer's or Cadet's basic annual salary for fifty-two (52) weeks of forty (40) hours. Two (2) hours minimum to apply to all ranks. Special duty assignments will be posted as heretofore.

ARTICLE 9 - PAY FOR OVERTIME, CALL-OUT AND STAND-BY

9.01 Police Officers and Cadets shall be paid for overtime on a time and one-half (1-1/2) basis. The rate per hour shall be calculated on the Officer's or Cadet's basic annual salary for fifty-two (52) weeks of forty (40) hours. Part of an hour will count as one (1) hour. Overtime following a regular shift shall not be claimed unless it is in excess of twenty minutes. If overtime

extends into the Member's next following shift, that shift shall be paid at double time.

Effective July 1, 1989 :

police officers and Cadets shall be paid for overtime at the rate of time and one-half (1-1/2) provided that if any overtime period exceeds ten (10) hours the excess will be paid at double time. The rate per hour shall be calculated on the Officer's or Cadet's basic annual salary for fifty-two (52) weeks of forty (40) hours. Overtime following a regular shift shall not be claimed unless it is in excess of twenty (20) minutes. Part of an hour will count as one (1) hour for the first hour worked. 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.

9.02 Police officers and Cadets who are called out to report for duty at any time that is not within one (1) hour of the commencement of their regular shift, shall be paid at the same rate as for overtime pay with a minimum credit for each call-out of three (3) hours at time and one-half (1 1/2).

An Officer or Cadet who is called out to report for duty during his or her annual leave shall be paid at double time for the first day (minimum sixteen (16) hours pay) and at time and one half (1-1/2) (minimum twelve (12) hours pay) for each subsequent consecutive day of attendance during his or her leave. When an Officer or

Cadet 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. An Officer or Cadet taking an annual leave consisting of a Thursday to Sunday afternoon shift shall have the previous Monday, Tuesday and Wednesday considered annual leave for this purpose.

9.03

When an Officer is required to be on stand-by, he or she is entitled to be paid at his or her hourly rate of pay for one-third of his or her stand-by hours, but where such stand-by is less than eight (8) hours he or she is entitled to three (3) hours pay. Stand-by is a period of time during which in accordance with Administrative procedures established by the Chief of Police, an Officer is ordered to remain at his or her residence and to be available for prompt return to work. Stand-by shall not be credited for any period in which the Officer is paid for court-time, overtime, call-out or special duty. This Article shall not eliminate or prohibit the co-operative practice under which a Member of the Force provides advice to his or her Superior as to his or her proposed whereabouts while off duty.

ARTICLE 10 - COURT-TIME PAY

- 10.01 Officers and Cadets attending court on off hours 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). The hourly rate will be calculated on the Officer's or Cadet's basic annual salary for fifty-two (52) weeks of forty (40) hours. Morning and afternoon attendance shall be recorded as separate appearances. Morning court shall be deemed to be any sitting which commences at or after nine a.m. and ends at or before one-thirty p.m. If morning court extends beyond one-thirty 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 p.m.
- 10.02 An Officer attending a court which commences during his or her regular shift and extending beyond the period of his or her shift will be paid at his or her overtime rate for the period that extends beyond his or her shift. Overtime shall not be claimed unless it is in excess of twenty minutes.
- 10.03 An Officer or Cadet 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 an Officer or

Cadet 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. **An** Officer or Cadet taking an annual leave consisting of a Thursday to Sunday afternoon shift shall have the previous Monday, Tuesday and Wednesday considered annual leave **for** this purpose.

10.04 Attendance at court for this purpose includes attendance as a Prosecutor's Assistant, or as a witness in Provincial, District or Supreme Court or Coroner's Inquest or by Summons to Witness, on matters arising **from** the performance of police duties, but does not include any hearings under the Police Act or any court hearings in which an Officer is charged with an offence. Any court hearing in which an Officer is charged with any offence under Federal or Provincial Statutes during the legal execution of his or her duty, will be allowed to attend court as though it was his or her regular shift, such allowance will be at the discretion of the Officer in Charge. In the event the Officer is not acquitted he or she shall reimburse such time used to the Force.

10.05 Any Officer charged with an offence under any Federal or provincial Statute during the legal execution of his or her duty shall have his legal fees paid by the Board at 1.3 times the scale established by the Legal Aid Plan for the appropriate court without abatement.

10.06 Any Member of the Force whose conduct in the performance of his or her duties is or may be called into question in an inquiry under Section 58 or Section 59 of the Police Act will be provided with such legal advice and/or counsel as the circumstances require at the expense of the Board. Legal advice and/or counsel in each case will be the subject of discussion between the Board and the Association. Duplication of legal services will not be provided or paid for by the Board and separate solicitors or Counsel will not be provided for two or more Members having interests which are not incompatible. So far as is reasonably consistent with adequate advice or representation the services of local solicitors or counsel will be used.

A Member who is not satisfied with arrangements made or proposed by the Board in consultation with the Association may make his or her own arrangements for a solicitor or counsel at his or her own expense.

10.07 An Officer attending court on his or her day off or after working the late night shift shall be credited with six (6) hours per appearance.

10.08 All witness fees, exclusive of transportation allowances received by any Officer or Cadet 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.

10.09 An Officer or Cadet who attends court more than 60 km outside the boundaries of the Regional Municipality of Waterloo while off duty shall be paid one (1) minute for each kilometer travelled for travelling time for travel by motor vehicle to a maximum of eight (8) hours. The present practise of treating air travel time as on duty time, but subject to the stipulation that no overtime will be allowed, will be continued.

ARTICLE 11 - PAYMENT FOR OVERTIME, COURT-TIME, ETC.

11.01 A record shall be kept of the hours earned under Articles 9 and 10. Accumulated hours in excess of twenty-four (24) hours shall automatically be paid monthly.

11.02 On request, and at the discretion of the Chief of police, an Officer may be granted casual days or part days off duty. Such casual leave will be debited against any accumulation of court-time and overtime standing to his or her credit.

ARTICLE 12 - HOURS OF WORK

12.01 The work week shall consist of a five (5) day, forty (40) hour week. 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.

12.02 Notwithstanding Article 12.01 the compressed work week schedule whereby Members work fourteen 10 hour shifts and seven 8 hour shifts in a 35 day cycle shall be continued in the Divisions where it was applicable on January 1, 1988. The work week shall average 40 hours. 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.

12.03 Hours of work for the Identification, Youth, Detective and Traffic Branches who are on the compressed work week shall be as follows:

Day Shift - 0700 - 1700 hours

Evening Shift - 10 consecutive hours between
1200 - 0200 hours

7 day 8 hour stretch - 8 consecutive hours between
0700 - 0300 hours

The hours for the 7 day, 8 hour stretch shall be subject to the exigencies of the Force, but a Member shall work the same 8 continuous hours throughout the 7 days. The Member in charge shall post the work schedule for the evening shift and the 8 hour shift 35 days in advance.

12.04 Members in the Identification, Youth, Traffic or Divisional Detective Branches 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.

- 12.05 A **day** for purposes of a disciplinary penalty under the police Act means 8 hours.
- 12.06 Allotted training days must be completed. Training days falling during a Member's vacation or on days off immediately before or after vacation days will be re-scheduled.

ARTICLE 13 - EXCHANGE OF SHIFTS

- 13.01 Officers shall have the privilege of exchanging duties upon the following terms:
- Upon a request in writing signed by the applicant Officer and the relief Officer and submitted to the Officer in Charge of the shift not less than forty-eight **(48)** hours prior to the pertinent shift an Officer may request a relief for his shift. The request shall be approved provided:
- (a) There are special reasons for the request;
 - (b) The applicant has not made a disproportionate number of such requests in the past months;
 - (c) The Relief Officer is a Member of the same division, has had training for and is capable of assuming the applicant's duties;
 - (d) The relief **will** not thereby work two **(2)** consecutive shifts;
 - (e) The exchange or relief **will** not impair the efficiency or morale of the shift or the Force.
- 13.02 If the Officer in Charge of the shift should refuse the

request he shall forward the application and his reasons to the Officer in Charge of the Division for review. The discretion of the Officer in Charge of the division, when exercised, shall be final and not subject to grievance procedure.

- 13.03 Upon request in writing signed by the Applicant, the Officer in Charge of his or her shift may permit the applicant to switch his or her days off in order to secure a specific day off for a special reason if in the absolute discretion of the Officer in Charge such an arrangement will not impair the overall efficiency or morale of the shifts affected, or the Force.
- 13.04 Where the reasons for requesting an exchange of duties or days off is not deemed adequate by the Chief of Police, the Officer may nevertheless be granted time off at the discretion of the Chief of Police in accordance with Article 11.02.
- 13.05 If an Officer or Cadet 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.
- 13.06 At the request of the Officer, Christmas Eve or New Year's Eve may be granted in lieu of Christmas Day or New Year's Day.

13.07 Article 13.05 and 13.06 do not apply to those on the compressed work week referred to in Article 12.02, however, the Board agrees that if it can reasonably do so it will schedule those otherwise entitled days.

ARTICLE 14 - LUNCH PERIOD, MEAL ALLOWANCE

14.01 A one (1) hour lunch period will be allowed in each eight (8) hour shift between two and one-half (2 1/2) and six and one-half (6 1/2) hours after the commencement of the shift, subject to the exigencies of the service.

A one (1) hour lunch period shall be allowed in each ten (10) hour shift, subject to the exigencies of the service and such lunch period shall be at a reasonable time during each shift.

14.02 An Officer or Cadet 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 Eight Dollars and Twenty-Five Cents (\$8.25) in 1989 and Eight Dollars and Seventy-Five Cents (\$8.75) in 1990, upon production of the appropriate receipts.

14.03 Any Officer 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 14.02 upon production of appropriate receipts.

ARTICLE 15 - CLOTHING

- 15.01 Clothing and footwear will be issued in accordance with the department regulations. Clothing issued will include summer uniforms for uniformed personnel.
- 15.02 Members of the Plainclothes Division shall be entitled to a clothing and footwear allowance of Nine Hundred and Twenty (\$920.00) Dollars per annum in 1989 and Nine Hundred and Seventy-Five (\$975.00) Dollars per annum in 1990.
- 15.03 Clothing which may be purchased with the allowance referred to in Article 15.02 is limited to conventional overcoats, topcoats, hats, suits, shirts, ties and footwear. Invoices for such items will be paid upon presentation of the article and the bill - to the extent of the allowance credited to the Officer. Individual bills of less than Forty (\$40.00) Dollars must be paid by the Officer and the bill submitted.
- 15.04 An Officer's or Cadet's uniform or a Plainclothes Officer's suit and tie will be dry cleaned bi-weekly, or as required.
- 15.05 Constables who are transferred to a Plainclothes Division for a three (3) month period will receive a clothing allowance of Two Hundred and Seventy (\$270.00) Dollars in 1989 and Two Hundred and Eighty-Five (\$285.00) Dollars in 1990.

ARTICLE 16 - ALLOWANCE FOR ATTENDING CLASSES

16.01 An officer or Cadet 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.

16.02 Officers and Cadets who use their own automobiles to attend courses of instruction outside the Region which they are required by the Board to attend will receive mileage at the rate then in effect for non-union employees of the Regional Municipality of Waterloo subject to the following conditions:

(a) the maximum number of trips to be paid for is the number that the Ministry of the Solicitor General will allow under Ministry Policies; and

(b) travel allowances provided by the Ministry are to be paid over to the Force in exchange for mileage.

ARTICLE 17 - TUITION FOR SUPPLEMENTARY EDUCATION

17.01 An Officer or Cadet who attends a course of study approved by the Board shall receive an interest free loan to pay the tuition fee and the cost of necessary textbooks and course materials which loan will be forgiven on successful completion of the course or repaid if the Officer or Cadet does not complete the course successfully.

ARTICLE 18 - DEPARTMENTAL BY-LAWS

18.01 All future by-laws and regulations proposed by the Board for the government of the Force shall be referred to the Association before enactment and the Association shall be given an opportunity to make submission thereon. This provision shall not limit the absolute authority of the Board to enact by-laws and regulations and the enactments shall not be subject to grievance proceedings except insofar as such enactments offend the provisions of this Agreement or the Police Act.

ARTICLE 19 - INJURY ON DUTY

19.01 A Member of the Force who is injured in the course of performing his or her duty within the meaning of the Worker's Compensation Act, will be entitled to his or her basic salary while he or she is thereby incapacitated up to one (1) year and no deduction will be made from his or her accumulated sick leave credits in respect to absence as a result thereof. This provision shall not prevent the Chief of Police from assigning light duties which he or she is capable of performing in spite of the disability of such Officer.

19.02 An Officer or Cadet who incurs an injury on duty of sufficient seriousness to require absence from work extending into the Officer's or Cadet's annual leave or who incurs an accident or sickness which requires hospitalization before and either extending into the Officer's or Cadet's annual leave or requiring

convalescence such that the Officer or Cadet 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 Officer or Cadet and his or her N.C.O. All requests will be in writing and supported by a Doctor's certificate.

ARTICLE 20 - STATUTORY HOLIDAYS

20.01 In each year, each Officer and Cadet will receive twelve (12) days holidays per year in lieu of statutory holidays. Five (5) of these days to be given as a one (1) week winter holiday and seven (7) days to be given in the form of seven (7) days pay on the 1st of December, or on the regular pay day date preceding such date. Officers and Cadets with less than one (1) year's service will receive one (1) day holiday in lieu of statutory holidays, for each completed month's service to a maximum of twelve (12) days.

20.02 In each year, in lieu of taking the seven (7) days referred to in Article 20.01 an Officer may take those days as an additional weeks vacation plus two (2) days or casual days off provided the Officer so requests and provided the Chief of Police consents. Officers or Cadets determining whether to be paid or taking statutory holidays off after November 1st shall submit the request on a Special Request Form by October 15th and the Officer in Charge shall make his or her determination within three (3) working days.

- 20.03 In the case where an Officer or Cadet is working the compressed work week the aforementioned days will be calculated as hours: (1 day = 8 hours).

ARTICLE 21 - ASSOCIATION MEETINGS

- 21.01 Eight Members of the Association will each be allowed five (5) consecutive days and essential travelling time off to attend the Police Association of Ontario Annual Convention without loss of pay for normally scheduled work time. Arrangements will also be made on request to switch duties of two other Members so they may attend the convention.
- 21.02 Four (4) Members of the Association will be allowed two (2) days each 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.
- 21.03 If a Member of the Association is elected or appointed to the Board of Directors of the Police Association of Ontario, such member will be granted time off to attend three (3) two-day executive meetings, annual convention and ten (10) one-day Board of Directors meetings of the police Association of Ontario and be allowed to switch duties to attend such other one-day Board meetings as may be called.

- 21.04 Members of the Board of Directors and Executives of the Waterloo Regional Police **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 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 21.05.
- 21.05 Each Member of the Association shall have one (1) hour deducted from his ~~or~~ her accumulated court-time and overtime and the value of the time so deducted shall be used to pay the payments ~~to~~ be made to executive Members under Article 21.04. Whenever, this "bank" **is** exhausted it will be replenished **by** deducting a further hour from the accumulated court-time and overtime of each Member.
- 21.06 Articles 21.01, 21.02, 21.03, and 21.04 will be applied as written whether the Members involved ~~are~~ scheduled to work 8 hour shifts or 10 hour shifts,
- 21.07 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.

ARTICLE 22 - GRIEVANCES

- 22.01 All complaints or grievances shall be dealt with under **the** provisions of Appendix "B" to this Agreement.

ARTICLE 23 - PENSIONS

23.01 Upon employment, each Officer and Cadet shall be enrolled in the Ontario Municipal Employees Retirement System (OMERS) Plan and 2% OMERS Type I and Type III supplementary Plan, providing for a normal retirement pension in respect of his or her credited service equal to the indicated percentage of his or her best sixty (60) consecutive months average salary multiplied by the number of years of credited service, adjusted for Canada pension Plan and reduced by the normal retirement pension payable to the employee under any other approved pension plan in respect of his or her service and providing an early retirement pension equal to his or her basic pension and supplementary pension without actuarial discount on retirement within ten (10) years before his or her normal retirement date, if he or she is permanently, partially disabled or has completed thirty (30) years of service. All continuous service in municipal Police Forces in Waterloo County prior to January 1st, 1973 as well as any optional service as defined in OMERS regulations the Member may have, shall be included for the purposes of this Article. Each participating Officer or Cadet shall have deducted from his or her salary six and one-half (6 1/2%) percent of his or her covered salary up to the Y.M.P.E. (Year's Maximum Pensionable Earnings) level, plus eight (8%) percent of his or her covered salary above the Y.M.P.E.

level, plus one (1%) percent of his or her total covered salary. Retirement shall take place on the last day of the month in which he or she retires.

23.02 All Officers and Cadets are covered by the Canada pension Plan **as** amended from time to time.

23.03 Qualified Members of the Association are allowed to purchase past service in accordance with OMERS regulations **as follows:**

(I) Service with any municipality or Local Board 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, 1978, any Member of the Force may establish optional service in the existing pension provisions for all or 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 24 - INSURANCE

- 24.01 Each Officer and Cadet 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. Except as otherwise provided in Articles 24.05, 24.06 and 24.07 this is to be at the Board's expense. Except in the case of O.H.I.P. the Board may change the carrier for any benefit from time to time provided that the benefits will be at least equivalent to those in effect on January 1, 1986 and the cost to individual Members will not thereby be increased. without the Association's consent.
- 24.02 All eligible Members shall be covered under the Ontario Health Insurance Plan (Medical and Hospital Insurance Coverage).
- 24.03 Upon completion of ninety (90) days service, each Officer and Cadet will be covered by Group Life Insurance and Accidental Death and Dismemberment Insurance in the amount equivalent to two times basic annual salary. If twice basic annual salary is not a whole number of thousands of dollars, the amount of insurance will be increased to the next thousand.
- 24.04 Upon completion of ninety (90) days service, each officer and Cadet will be enrolled in the Extended Health Care Plan with no deductible and no co-insurance for such items as drugs, eye-glasses (subject to a

maximum per person per two year period of \$150.00), semi-private hospital room, ambulance, private duty nursing, artificial eyes and limbs, rental of iron lungs, wheel chairs, Crutches, etc., blood, oxygen, etc. Effective July 1, 1989, this coverage shall include Mutual Life's Medi-Connect benefit or equivalent.

24.05 Upon completion of ninety (90) days service, each married Officer and Cadet will have deducted monthly from their pay the full amount agreed to for Dependant Life Insurance Coverage of Fifteen Thousand (\$15,000.00) Dollars for spouse and Five Thousand (\$5,000.00) Dollars for each eligible child.

24.06 Existing Dental Plan is to be changed to Mutual Life's equivalent of Blue Cross #9 with constant update. This is to be supplied at the Board's expense.

In addition each eligible Member is to be covered with the equivalent of Blue Cross Riders #2 and #3 at the Member's expense.

24.07 All retired Members shall be covered under the Ontario Health Insurance Plan (Medical and Hospital Insurance Coverage) and shall be enrolled in the Extended Health Care Plan with no deductible and no co-insurance for such items as drugs, eye glasses (subject to a maximum of \$150.00), semi-private hospital room, ambulance, private duty nursing, artificial eyes and limbs, rental of iron lungs, wheel chairs, crutches, etc., blood, oxygen, etc. The Board will pay fifty (50%) percent of

this expense until June 30, 1989, seventy-five (75%) percent thereof from July 1, 1989 to December 31, 1989 and thereafter, one hundred (100%)percent thereof.

Effective July 1, 1989, this coverage shall include Mutual Life's Medi-Connect benefit or equivalent.

Group Life and Accidental Death and Dismemberment coverage for Members who retire on or after June 30, 1987 shall be provided as follows:

1. From date of retirement to the end of the month in which the Member attains the age of sixty (60) years - the amount in effect on the date of retirement.
2. From the end of the month in which Member attains the age of sixty (60) years to the end of the month in which the Member attains the age of sixty-five (65) years - \$5,000.

Effective July 1, 1988 retired Members shall be covered by the Dental plan referred to in Article 24.06 at the expense of the Association.

24.08 The Board will extend to the spouse of a deceased retirant the same benefits as specified in Article 24.07 on the basis that the Board will pay fifty (50%) percent of this expense until June 30, 1989, seventy-five (75%) percent thereof from July 1, 1989 to December 31, 1989, and thereafter, one hundred (100%)percent thereof.

ARTICLE 25 - SICK LEAVE, SICK LEAVE BANK

- 25.01 Each Member covered by this Agreement shall be granted one and one-half (1 1/2) days leave ~~on~~ account of sickness for each and every month of continuous service with full pay at the Member's current rate of pay. The days of unused sick leave shall be accumulated.
- 25.02 An Officer or Cadet to whom Article 25.01 applies who is off work because of illness ~~or~~ non-compensable injury will receive full pay on a hour for hour basis to the extent ~~of~~ his or her unused credits.
- 25.03 Upon termination ~~of~~ employment an Officer or Cadet who has completed five (5) years continuous service shall be eligible to be paid for fifty (50%) percent ~~of~~ his ~~or~~ her unused sick leave credits at his or her current rate of pay at termination, to a maximum of six (6) months pay. This payment may be taken in a lump sum or in bi-weekly payments. In the case of the death of the Officer ~~or~~ Cadet the payment will be made to his or her estate.
- 25.04 Each Member of the Association shall contribute one (1) day of his or her accumulated sick leave to a Central Sick Leave Bank and shall give additional days as required. An Officer or Cadet who continues to be medically unfit ~~for~~ duty after he or she has exhausted his or her sick leave credits may draw ~~from~~ this Central Sick Leave Bank. Before any Officer ~~is~~ allowed to draw

from the Central Sick Leave Bank he or she must submit a medical report from his or her physician for consideration by the Association. The Association will determine eligibility.

25.05 In accordance with Article 25.03 (and especially the maximum of six (6) months pay), a Member may at his or her option elect to retire six (6) months before his or her retirement date and be paid six (6) months pay which would fully discharge the Board's responsibility and the Member's entitlement under the clause. If the Member has less than two hundred and sixty (260) unused sick days to his or her credit the six (6) months shall be reduced to the period for which his or her credits under Article 25.03 will pay.

25.06 In the case where an Officer or Cadet is working the compressed work week the aforementioned days will be calculated as hours: (1 day = 8 hours).

25.07 A Member absent on Workers' Compensation as a result of an action involving a third party shall notify the Workers' Compensation 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 Waterloo Police Board when received.

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

25.08 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 days used shall be restored to the Member's sick leave bank or the central sick leave bank, as the case may be.

ARTICLE 26 - MATERNITY LEAVE

26.01 Maternity 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:

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

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

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

If the Member does not fulfill the requirements set out above then her employment will be ruled to have ended, unless the Chief of Police consents to an additional non-paid leave: The Member will then receive payment for vacation days owing, not counting any period during her leave of absence, and any other benefits to which she may be entitled similar to other Members terminating their employment with the Force.

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

- (1) When the Member returns to work for one (1) week, the Board may recover sixteen (16) weeks of premium payments.
- (2) When the Member returns to work for two (2) weeks, the Board may recover fifteen (15) weeks of premium payments.
- (3) This pro rata recovery plan may be repeated for up to seventeen (17) weeks of employment following maternity leave.

- (4) The Member who has presented the Chief of Police with a Doctor's certificate regarding her pregnancy shall be reassigned to station duties, if they are available.
- (5) The Member who has been assigned to station duties due to pregnancy shall be allowed to wear civilian clothing. This clothing shall be dry cleaned in accordance with Article 15.04.
- (6) The Member on maternity leave who is required in court shall be paid in accordance with Article 10.07.
- (7) The Member on maternity leave who is required to report for duty shall be paid at her regular rate of pay subject to a three hour minimum.
- (8) OMERS - maternity leave is an authorized leave of absence for which the employee may pay the required employee and employer contributions and thereby establish credited service for such absence. (OMERS update December 1985).

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

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

ARTICLE 27 - COMPASSIONATE LEAVE

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

27.02 At the discretion of the Chief of Police additional days to those allowed under Article 27.01 or days to attend the funeral of a brother-in-law, sister-in-law, grandparent, aunt or uncle and to attend to family matters in conjunction therewith, may be granted pursuant to Articles 11.02, 20.01 and 28.01.

ARTICLE 28 - VACATIONS WITH PAY

28.01 Vacations with pay at the Officer's regular rate will be allowed annually as follows:

Officers who have completed one (1) year of service but have not completed five (5) years of service..... •••Two (2) Weeks

Officers who have completed five (5) years of service but have not completed ten (10) years of service.....Three (3) Weeks

Officers who have completed ten (10) years of service but have not completed sixteen (16) years of service.....Four (4) Weeks

Officers who have completed sixteen (16) years of service but have not completed twenty-three (23) years of service.....Five (5) Weeks

Officers who have completed twenty-three (23) years of service.....Six (6) Weeks

28.02 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.

- 28.03 Any Member taking his or her annual vacation in 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, his or her vacation outside the months mentioned shall receive a proportionate part of the Three Hundred (\$300.00) Dollars. Five days of time which may be taken in lieu of Statutory Holidays pursuant to Articles 20.01 and 20.02 is to be considered to be vacation for this purpose.
- 28.04 statutory leave shall be signed after all Officers and Cadets have signed their allotted annual leave.
- 28.05 In the case where an Officer or Cadet is working the compressed work week the aforementioned days will be calculated as hours: (1 day = 8 hours).

ARTICLE 29 - EXEMPTION FROM FOOT PATROL DUTY

- 29.01 If a full medical examination shows some disability no Member shall be assigned to foot patrol duty without his or her consent after he or she has attained his or her fiftieth (50th) birthday.

ARTICLE 30 - GENERAL PROVISIONS

- 30.01 Reference to the Chief of Police herein shall be construed as Acting Chief or Officer in Charge of the Force in the absence or incapacity of the Chief.

30.02 Any Officer who became a Member of the Force on January 1st, 1973 by virtue of the Regional Municipality of Waterloo Act shall be credited with continuous service prior to December 31st, 1972 in the Force of which he or she was a Member on that date.

30.03 Appendices "A", "B", and "C" are part of this Agreement.

ARTICLE 31 - TRANSFERS

31.01 No unnecessary transfers shall be made during the months of November and December.

ARTICLE 32 - LAYOFF

32.01 In the event of a layoff of one or more Cadets or of one or more Officers who have completed the probationary period prescribed by the Police Act, the following shall apply:

(a) The Member with the least seniority shall be the first laid off provided that the senior Member retained has the necessary skills, qualifications, abilities and competence to perform the work available.

(b) Subject to (c) below Members on **layoff**, possessing the necessary skills, qualifications, abilities and competence to perform the work available, shall have right of recall for Cadet or Police Officer job openings, as the case may be, occurring during layoff in reverse order of layoff.

- (c) Right of recall shall cease eighteen (18) months after layoff and employment shall then cease for all purposes.
- (d) The Board will not participate in the cost of a Member's benefits after the month in which the Member is laid off, provided that, subject to the conditions of the carriers, the Member may arrange to have benefits continued at the Member's expense until recall or the expiry of the period mentioned in (c), whichever first occurs, and,
- (e) Seniority shall be calculated from date of the last hire.

ARTICLE 33 - AIR CONDITIONING

33.01 Vehicles ordered for the use of patrol, traffic and detectives after September 9th, 1986, are to be equipped with air conditioning.

ARTICLE 34 - PURGING OF FILES

34.01 All files to be purged, including the personnel file of all negative incidents and negative documentations two years after the date of the last negative incident or negative documentation.

All files to be purged of any record of any Provincial Statute and Criminal offences in which there was a withdrawal or dismissal of the charge against a Member.

All files will be purged of convictions and findings of guilt on minor Police Act charges five (5) years after the date of last conviction or finding of guilt.

ARTICLE 35 - DURATION

35.01 Except as provided herein, the provisions of the Agreement shall have effect from the 1st day of January, 1989 and continue in effect until the 31st day of December, 1990 and thereafter until a new Agreement, Decision or Award takes effect.

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

ON BEHALF OF THE WATERLOO
REGIONAL BOARDS OF COMMISSIONERS
OF POLICE

D. V. Sardella

[Signature]

ON BEHALF OF THE WATERLOO
REGIONAL POLICE ASSOCIATION

[Signature]
[Signature]

APPENDIX 'A'

1989 - 1990 SALARY SCHEDULE FOR WATERLOO REGIONAL POLICE

<u>RANK</u>	<u>Jan. 1/89</u>	<u>July 1/89</u>	<u>Jan.1/90</u>	<u>July 1/90</u>
Staff Sergeant	\$53,255	\$54,267	\$57,784	\$58,881
Sergeant	48,050	48,963	52,005	52,993
Constable:				
First Class	43,205	44,026	46,227	47,105
Second Class	37,984	38,706	40,641	41,413
Third Class	34,559	35,216	36,977	37,680
Fourth Class Cst. (Probationary)				
Second 6 Months	31,118	31,709	33,294	33,927
First 6 Months	27,954	28,485	29,909	30,477
Cadets :				
First Class*	24,275	24,736	25,973	26,466
Second Class	21,106	21,507	22,582	23,011
Third Class	18,078	18,421	19,342	19,709

*Includes recruits until completion of Basic Recruit Training Level II at Aylmer.

APPENDIX "B"

COMPLAINT AND GRIEVANCE PROCEDURE

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

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

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

The grievance may be submitted by the Chairman of the Association's grievance committee directly to the Chief of Police and then Sections (c), (d), (e), (f) and (g) shall be followed.

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

APPENDIX "C"

LETTER OF UNDERSTANDING

B E T W E E N :

THE WATERLOO REGIONAL BOARD OF COMMISSIONERS OF POLICE,

Hereinafter referred to as the "BOARD",

Of the FIRST PART,

- and -

THE WATERLOO REGIONAL POLICE ASSOCIATION,

Hereinafter referred to as the "ASSOCIATION",

of the SECOND PART,

The Parties agree as follows:

1. The complement of Officers with the rank of Sergeant or higher will be established annually on the recommendation of the Chief of Police. The Association will be given at least four (4) weeks advance notice of the Chief's recommendation in order to make submissions thereon to the Commission.
2. The complement of Officers with the rank of Sergeant or higher including Senior Officers except the Chief and Deputy Chiefs is set at at least 128 for the year 1985 and until varied pursuant to paragraph 1.

Dated and signed at Kitchener, this 5th day of November, 1986.

ON BEHALF OF THE WATERLOO
REGIONAL BOARD OF COMMISSIONERS
OF POLICE

"Ernest F. Ritz"

"Jane Kissner"

ON BEHALF OF THE WATERLOO
REGIONAL POLICE ASSOCIATION

*Joseph K. Lederman"

"Ted Thornley"