

SOURCE	Police
EFF.	96/01/01
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No. OF EMPLOYEES	220
NOMBRE D'EMPLOYES	220

1996 - 1999 COLLECTIVE AGREEMENT

BETWEEN

WATERLOO REGIONAL POLICE SERVICES BOARD

- AND -

THE WATERLOO REGIONAL POLICE ASSOCIATION

UNIFORM

EFFECTIVE JANUARY 1/96 TO JUNE 30/99

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THIS AGREEMENT made this 12th day of May, 1997.

3 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 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 Service 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 practiced with respect to any Member of the Police Service because of his or her membership or connection with the Association and that membership in the Association by Members of the Police Service 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.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.01 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 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) 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 All Police Personnel on date of employment shall be deemed to be full Members.
- 3.03 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.

ARTICLE 4 - SALARIES

- 4.01 The salaries of the Members of the Police Service 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 Service 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 ($\frac{1}{2}$) 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 ($\frac{3}{4}$) of the difference between the pay of the First Class Constable and a Sergeant.
- 4.02 Commencing December 31, 1992, a First Class Constable who has completed ten (10) years of service with the Board, shall be paid in addition to and as part of their regular salary a premium equal to two percent (2%) of a First Class Constable's salary annually.

To be eligible for this salary adjustment, a Constable shall:

- (A) Have written the Ontario Police College Promotional Examination and achieved a mark of sixty-five percent (65%) or higher; and to remain qualified.
- (B) Re-write the Ontario Police College Promotional Examination and achieve a mark of sixty-five percent (65%) or higher within five (5) years of the first exam. This does not preclude an Officer whose qualification has expired from writing and requalifying.
- (C) An Officer having written and achieved the mark of sixty-five percent (65%) or higher on two (2) occasions or more will not be required to write a further exam to remain qualified.
- (D) On successful completion of the O.P.C. Examination during the course of the calendar year, be entitled to a retroactive adjustment to January 1st of that year, so long as the Officer has also met the Service requirement effective January 1st. Such adjustment will not otherwise be effective until the date of the Officer's tenth (10th) Anniversary.
- (E) Officers who were qualified prior to December 31, 1992 and who continued to be qualified as of that date, will be "grandfathered" for the purpose of the expiry date of their qualification. An Officer to whom this provision applies will be required to requalify before the expiry of the next five (5) years to have uninterrupted, continuous entitlement to this salary adjustment.
- (F) Officers who at any time prior to December 31, 1992 met the qualifications with respect to the O.P.C. Examination will be "grandfathered" for the purpose of receiving one credit

towards the permanent qualification referred to in clause (c).

(G) Be free of a discipline conviction under the Police Services Act in the preceding two (2) years for which;

(i) the confirmed penalty was the forfeiture of forty (40) or more hours pay or leave, or forty (40) or more hours suspension without pay, and

(ii) if an appeal is initiated and the conviction upheld, the two (2) years shall be counted from the disposition of the appeal.

(H) This allowance shall not pyramid with nor increase by other premiums under this Agreement excluding those of Articles 10 and 11. It is understood that when an Officer is otherwise eligible to receive an additional premium, the Officer will receive the greater of the two.

4.03 Police Officers 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 Fifty (\$350.00) Dollars if required to work three (3) shifts and Two Hundred (\$200.00) Dollars if required to work two (2) shifts.

4.04 (a) Officers who are designated as Training Officers or the equivalent shall receive, while so assigned, a bonus paid as part of salary equal to one-half (½) of the difference between the pay of a First Class Constable and a Sergeant.

(b) Officers who are qualified as Explosive Disposal Technicians shall receive, while so assigned, a bonus paid as part of salary equal to one-half (½) of the difference between the pay of a First Class Constable and a Sergeant.

- (c) officers who are designated Members of the Waterloo Regional Police Service Diving Team shall receive, while so assigned, a bonus paid as part of salary equal to one-half ($\frac{1}{2}$) of the difference between the pay of a First Class Constable and a Sergeant. (L
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- (d) Officers who are designated Emergency Response Team Leaders shall receive, while so assigned, a bonus paid as part of salary equal to that of a Sergeant.
- (e) For the purpose of this Article "while so assigned" shall be restricted to the time actually spent performing the duties of the specified task. This shall include an Emergency Response Team Leader while engaged in training activities when not under the direct supervision of the Emergency Response Sergeant and Diving Team personnel who are involved in work related search and recovery operations during a scheduled training day.

4.05 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

2(2) 5.01 A Member shall be appointed to the rank of Fourth Class Constable on the date of their hire. Where a Member has not completed the prescribed Police Recruit Training program the "Constable in Training" status shall apply only for the purpose of determining salary. The "Constable in Training" status will remain in effect until the Member has successfully completed the Basic Recruit Training Level II Course at Aylmer or for a maximum of six (6) months, whichever first occurs. The Member's

- salary will then be adjusted to the appropriate Fourth Class level pursuant to Appendix "A".
- 5.02 Promotions from Fourth to Third Class Constable, from Third to Second Class Constable and from Second to First Class Constable shall be made after twelve (12) months service in each Class unless the Chief of Police shows to the Board why such Member should not be promoted.
- 5.03 Except as provided above promotions are at the discretion of the Board.
- 5.04 The Board, upon request, shall grant an Officer a loan for those expenses charged to that Officer while attending the prescribed Recruit Training Program. The loan shall be repaid over a maximum period of three (3) years by direct payroll deduction. Interest charges shall not exceed one (1%) percent above the prime rate.

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.

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 (1½) basis. The rate per hour shall be calculated on the Officer'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

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9.01 Police Officers shall be paid for overtime at the rate of time and one-half (1½) provided that if any overtime period exceeds ten (10) hours the excess will be paid at double time. If overtime extends into the Member's next following shift, that shift shall be paid at double time. The rate per hour shall be calculated on the Officer'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 (¼) hour or part of a quarter (¼) hour worked.

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9.02 Police Officers 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 (1½).

9.03 Police Officers who are required to start their shift within one (1) hour of the commencement of their regular shift will be deemed to have completed their shift when they have worked the regularly scheduled number of hours calculated from the actual start time of that shift. Where there is a requirement for an

Officer to work beyond the new end of shift, overtime provisions will apply.

9.04 An Officer 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 (1½) (minimum twelve (12) hours pay) for each subsequent consecutive day of attendance during his or her leave. When an Officer 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 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.

9.05 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 (⅓) 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) hour's 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 Service provides advice to his or her Superior as to his or her proposed whereabouts while off duty.

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ARTICLE 10 - COURT-TIME PAY

- 10.01 Officers attending court on off hours 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). The hourly rate will be calculated on the Officer'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 (20) minutes.
- 10.03 An Officer 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 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.

- 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 Services 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 Service.
- 10.05 An Officer attending court on his or her 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.
- 10.06 When an Officer's scheduled Court appearance is cancelled within forty-eight (48) hours of his or her scheduled appearance, the Officer shall be entitled to a court-time appearance of three (3) hours at time and one half (1½). When an Officer is on vacation and is scheduled to appear in court and that appearance is cancelled within forty-eight (48) hours of the scheduled appearance the Officer shall be entitled to a court-time appearance at sixteen (16) hours.

- 10.07 A former Officer who has retired on pension and who is required to attend court on matters *arising* from the performance of his or her duties while an active Member of the Service, shall receive a payment of Seventy-Five (\$75.00) Dollars for each day of required court appearance in addition to the regular court witness fee. Payment to the retired Officer shall be made by cheque within six (6) weeks of the scheduled appearance.
- 10.08 All witness fees, exclusive of transportation allowances received by any Officer 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.
- 10.09 An Officer 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 practice 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 The Board agrees that all hours earned under Articles 9, 10 and 15.01 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) An Officer 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.

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(b) An Officer electing to bank the time, may apply such time towards casual days or part days off duty in accordance with Article 11.02.

(c) Notwithstanding clause (b), where an Officer 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 an Officer's credit will be posted 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 - LEGAL INDEMNIFICATION

12.01 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 the Police Services Act involving a Public Complaint or the Ontario Civilian Commission on Police Services, where a penalty is not imposed or the Member is not found guilty of misconduct.

12.02 The Board agrees that legal counsel(s), as determined by the Association, may be provided, at the Board's expense, to a Member(s) who, as a result of police duties, may be directly or indirectly involved in an occurrence investigated by the Special Investigations Unit subject to the condition that the Association consult with and receive the consent of the Chief or Deputy Chief of Police. Such consent shall not be unreasonably withheld. The benefit afforded the Member(s) shall include counsel immediately after the occurrence and during the investigative period, for the purpose of providing legal advice and guidance to the Member(s) involved during the period of the investigation. The benefit afforded the Member(s) under this clause ceases upon completion of the SIU investigation. This does not preclude coverage under other clauses of this Article.

12.03 The Officer in Charge shall be required to give an active Association Board Member immediate notification of any investigation involving the Special Investigation Unit.

- 12.04 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.
- 12.05 The provisions of 12.01 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 12.01. Legal advice and/or counsel in each case will be the subject of discussion between the Board and the Association.
- 12.06 Notwithstanding clause 12.01, the Board may refuse payment otherwise authorized under Article 12.01 where the Board can establish that the actions of the Member from which the charges arose amounted to a gross dereliction of duty or deliberate abuse of his or her powers as a Police Officer.

ARTICLE 13 - HOURS OF WORK

13.01 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.

13.02 Notwithstanding Article 13.01 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.

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13.03 Hours of work for Uniform Patrol personnel, who are on the Compressed Work Week described in Article 13.02 shall be as follows:

Day Shift - 10 consecutive hours between
0600 - 1800 hours

Evening Shift - 10 consecutive hours between
1300 - 0300 hours

Night Shift - 8 consecutive hours between
2000 - 0800 hours

The hours for any block of working shifts shall be subject to the exigencies of the Service but a Member shall work the same continuous hours throughout any one (1) block of shifts. The Member in charge shall post the work schedule thirty-five (35) days in advance.

13.04 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 Service, 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.

13.05 Members in the Identification, Youth, Traffic, Divisional Detective and Uniform Patrol 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.

13.06 A day for purposes of a disciplinary penalty under the Police Services Act means 8 hours.

13.07 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 14 - EXCHANGE OF SHIFTS

14.01 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 Service.

14.02 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.

- 14.03 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 Service.
- 14.04 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.
- 14.05 If an Officer 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.
- 14.06 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.
- 14.07 Article 14.05 and 14.06 do not apply to those on the Compressed Work Week referred to in Article 13.02, however, the Board agrees that if it can reasonably do so it will schedule those otherwise entitled days.

ARTICLE 15 - LUNCH PERIOD, MEAL ALLOWANCE

- 15.01 A Member shall be assigned a paid one (1) hour lunch period to commence after the completion of two and one-half (2½) hours duty and be completed a minimum of two (2) hours preceding the end of the shift. When the requirements of the Service do not permit the taking of an assigned lunch period, the Member and the Member's supervisory Officer may agree upon some other period during the said tour, or the Member shall be credited with one (1) hour straight time which shall be recorded on the appropriate form in accordance with the provisions of Article 11.01.

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15.02 An Officer 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. An Officer 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 per meal period without receipts.

15.03 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 15.02 upon production of appropriate receipts.

ARTICLE 16 - CLOTHING

16.01 Clothing and footwear will be issued in accordance with the department regulations. Clothing issued will include summer uniforms for uniformed personnel.

16.02 Members of the Plainclothes Division shall be entitled to a clothing and footwear allowance of One Thousand (\$1,000.00) Dollars per annum.

16.03 Clothing which may be purchased with the allowance referred to in Article 16.02 and 16.05 is limited to conventional overcoats, topcoats, hats, suits, shirts, ties and footwear. Where an Officer is assigned to the Intelligence, Surveillance or Drug Unit, the type of clothing purchased will not be limited to the above but will be appropriate to the duties performed. Invoices for such items will be paid upon the 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.

16.04 An Officer's uniform or a Plainclothes Officer's suit and tie will be dry cleaned bi-weekly, or as required.

16.05 Constables who are transferred to a Plainclothes Division for a three (3) month period will receive a clothing allowance of Two Hundred and Eighty-Five (\$285.00) Dollars.

ARTICLE 17 - ALLOWANCE FOR ATTENDING CLASSES

17.01 An Officer 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.

17.02 Officers 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 including recruit training;
- (b) one (1) additional trip for each five (5) weeks of completed course of instruction excluding recruit training;
- (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 - TUITION FOR SUPPLEMENTARY EDUCATION

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18.01 An Officer 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 the successful completion of the course, or repaid if the Officer does not complete the course successfully. Where the course is not approved by the Board, the

Officer's application shall be returned with a brief explanation.

- 18.02 The Board will provide at its own expense all textbooks or study materials relevant to the O.P.C. Promotional Exam or any other departmental screening test.

ARTICLE 19 - DEPARTMENTAL BY-LAWS

- 19.01 All future by-laws and regulations proposed by the Board for the government of the Service 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 Services Act.

ARTICLE 20 - INJURY ON DUTY

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20.01 When a Member of the Service 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". 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.

- 20.02 An Officer who incurs an injury on duty of sufficient seriousness to require absence from work extending into the Officer's annual leave or who incurs an accident or sickness

which requires hospitalization before and either extending into the Officer's annual leave or requiring convalescence such that the Officer 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 and his or her N.C.O. All requests will be in writing and supported by a Doctor's certificate.

ARTICLE 21 - STATUTORY HOLIDAYS

21.01 In each year, each Officer 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, two (2) days to-be taken as casual time off during the year and five (5) days to be given in the form of five (5) days pay on the 1st of December, or on the regular pay date preceding such date. Officers 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, The two (2) days of casual time off must be submitted on a Special Request Form to the Officer-in-Charge who shall make a determination within three (3) working days.

21.02 In each year, in lieu of taking the five (5) days referred to in Article 21.01 an Officer may take those days as an additional week's vacation or casual days off provided the Officer so requests and provided the Chief of Police consents. Officers 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.

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21.03 In the case where an Officer is working the Compressed Work Week the aforementioned days will be calculated as hours: (1 day = 8 hours).

ARTICLE 22 - ASSOCIATION MEETINGS

(3) 22.01 Eight (8) Members of the Association will each be allowed five (5) consecutive days and essential travelling time off to attend the Annual Police Association of Ontario Conference without loss of pay for normally scheduled work time. Arrangements will also be made on request to switch duties of two (2) other Members so they may attend the Conference. The Association may choose to utilize one (1) of these eight (8) leaves for attendance at the Annual Conference of the Canadian Police Association.

22.02 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.

22.03 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.

22.04 (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) a maximum of two (2) Members of the Board of Directors and Executives of the Association 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 22.05. 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 Member's 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.

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22.05 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 22.04. Whenever, this "Bank" is exhausted it will be replenished by deducting a further hour from the accumulated court-time and overtime of each Member. 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 the period.

22.06 Articles 22.01, 22.02, 22.03, and 22.04 will be applied as written whether the Members involved are scheduled to work 8 hour shifts or 10 hour shifts.

22.07 One (1) or Two (2) Members 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(s) including fringe benefits. However, the Member's unused sick leave credits shall be drawn from the Central Sick Leave Bank as per Article 26.04 and shall be credited to his or her individual Sick Leave Bank. Sick leave taken shall be reported annually to the Administration.

ARTICLE 23 - GRIEVANCES

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

ARTICLE 24 - PENSIONS

24.01 Upon employment, each Officer 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

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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 shall have deducted from his or her salary seven (7%) percent of his or her covered salary up to the Y.M.P.E. (Year's Maximum Pensionable Earnings) level, plus eight and one half (8.5%) percent of his or her covered salary above the Y.M.P.E. level. Retirement shall take place on the last day of the month in which he or she retires.

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24.02 All Officers are covered by the Canada Pension Plan as amended from time to time.

24.03 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 Service 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,

- (2.1 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 25 - BENEFIT COVERAGE

25.01 Each Officer 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 plan or policy and that the cost to individual Officers will not thereby be increased without the Association's consent.

25.02 Provincial Health Plan

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

25.03 Extended Health Care Plan

Each Officer, 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:

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prescription drugs; the drug plan will provide for a drug benefit card, "positive enrolment", i.e. a listing of all covered family members; and will require the insurance carrier to ensure that the confidentiality provisions of the current claim form apply to the carrier and any contractor they utilize for provision of service. The

prescription drug plan will have a dispensing fee cap of Eight (\$8.00) Dollars per prescription.

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vision care subject to a maximum per person per two consecutive calendar year period of Two Hundred and Twenty-Five (\$225.00) Dollars;

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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 insurance company), required for temporary therapeutic use, trusses, crutches and braces, artificial limbs or eyes or other prosthetic appliances, intrauterine 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,

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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 services are performed within 36 months of the accident,

- services of a registered massage therapist limited to nine (9) treatments in a calendar year plus an additional six (6) treatments subject to a qualified medical practitioner's referral; payments under the plan are limited to a maximum of Fifty (\$50.00) Dollars per treatment,
 - 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,

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- 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.

25.04 Dental Coverage

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Each Officer, 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. Routine dental checkups are to be provided once in each nine (9) month

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period. The fee schedule to be used is the Ontario Dental Association current fee schedule.

25.05 Group Life and Accidental Death and Dismemberment Insurance

Each Officer, 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 times basic annual salary is not a whole number of thousands, the amount of insurance will be increased to the next thousand.

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25.06 Dependent Life Insurance

Each Officer with eligible dependents, upon completion of ninety (90) days service, will have monthly deductions from their pay, for the full premium agreed to for dependent life insurance coverage of Fifteen Thousand (\$15,000.00) Dollars for spouse and Five Thousand (\$5,000.00) Dollars for each eligible child.

25.07 Spouse of Deceased Member

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

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

25.08 Retired Members Coverage

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

- (a) Extended Health Care Plan; as provided in Article 25.03, premiums to be borne one hundred percent (100%) by the Board.
- (b) Dental Plan; as provided in Article 25.04, 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) Members who retired prior to June 1, 1997 shall be provided with benefit coverage (Extended Health Care and Dental) as it existed in the 1995 Collective Agreement.

Members retiring June 1, 1997 or later shall be provided with benefit coverage (Extended Health Care and Dental) as modified in the 1996-1999 Collective Agreement.

(d) Group Life and Accidental Death and Dismemberment Insurance; premiums to be borne one hundred percent (100%) by the Board, as provided below for Members who retire on or after June 30, 1987: ✓

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 the 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 - Five Thousand (\$5,000.00) Dollars.

25.09 Spouse of Deceased Retiree

The Board will extend to the spouse of a deceased retirant the same benefit coverage as provided for the Retired Member in Articles 25.08 (a) and 25.08 (b), subject to the provision of clause (c), until the age of sixty-five, or remarriage.

ARTICLE 26 - SICK LEAVE, SICK LEAVE BANK

26.01 Each Member covered by this Agreement shall be granted one and one-half (1½) days leave on account of sickness for each and every month of continuous service with full pay at the Member's

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current rate of pay. The days of unused sick leave shall be accumulated. A listing of the Member's accumulated sick leave shall be posted on orders annually.

26.02 An Officer to whom Article 26.01 applies 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.

26.03 Upon termination of employment an Officer 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 the -payment will be made to his or her estate.

26.04 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 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 an 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. 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.

26.05 In accordance with Article 26.03 (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 26.03 will pay.

26.06 In the case where an Officer is working the Compressed Work Week the aforementioned days will be calculated as hours: (1 day = 8 hours).

26.07 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 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.

26.08 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 27 - PREGNANCY AND PARENTAL LEAVE

27.01 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:

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- (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.

27.02 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:

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- (a) the birth of the child; or
 - (b) the coming of the child into the custody, care and control of a parent for the first time.
 - (2) The parental leave of a Member may begin no more than thirty-five (35) weeks after the day the child is born or comes into the custody, care and control of a parent for the first time; the parental leave of a Member who takes a pregnancy leave, however, must begin when the pregnancy leave ends, unless the child has not yet come into the custody, care and control of a parent for the first time.
 - (3) Every Member eligible for a parental leave shall provide the Chief of Police with at least two (2) weeks notice in writing of the date the parental leave is to begin. In the spirit of cooperation and in recognition of the time required to address staffing needs, Members are encouraged to provide six (6) weeks notice in addition to the two (2) weeks.
 - (4) Parental leave shall end eighteen (18) weeks after it begins or on an earlier day if a Member gives the employer at least four (4) weeks written notice of that date.
- 27.03 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.

27.04 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

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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 (½) of the Member's regular gross bi-weekly earnings, on the date the leave commenced.

27.05 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 24, 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 27.01 (2) shall have the option of being reassigned to station duties during the first two trimesters. The Member shall be reassigned to station duties during the third trimester.
- (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 16.04.
- (9) A Member on pregnancy and/or parental leave who is required to attend court shall be paid in accordance with Article 10.05.
- (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.

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

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- (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 28 - BEREAVEMENT LEAVE

28.01 Upon request to the Chief of Police, an Officer shall be granted three (3) days bereavement 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.

28.02 At the discretion of the Chief of Police, additional days to those allowed under Article 28.01 may be granted pursuant to Articles 11.02, 21.01 and 30.01.

ARTICLE 29 - PERSONAL LEAVE

29.01 The Chief of Police may grant a leave of absence without pay to a Member for a legitimate personal reason. Such leave shall be at the sole discretion of the Chief. Where a leave is granted pursuant to this Article all benefits normally accrued under this Agreement will be continued and the cost of those benefits shall be borne by the Member on the following basis:

- (a) a leave of absence of one (1) month or less - the Member shall be responsible for costs normally paid by the Member;
- (b) a leave of absence greater than one (1) month - the Member shall be responsible for costs normally paid by the Employer and the Member;

(c) a leave of absence greater than three (3) months - the Member shall be responsible for costs normally paid by the Employer and the Member, the Member shall not accrue sick leave credits or vacation entitlement.

Benefit costs, for the purpose of this Article, shall include among other contractual benefits, Association dues and OMERS Pension contributions. Payments shall be made by the Member in the form of post-dated cheques submitted to the Finance Branch.

ARTICLE 30 - VACATIONS WITH PAY

30.01 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 three (3) years of service.....Two (2) Weeks

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Officers who have completed three

(3) years of service but have not completed ten (10) years of service.....Three (3) Weeks

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Officers who have completed ten

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

4/10

Officers who have completed

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

5/16

Officers who have completed

twenty-three (23) years of service but have not completed thirty (30) year of service.....Six (6) Weeks

6/23

Officers who have completed thirty

(30) years of service.....Seven (7) Weeks

7/30

- 30.02 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.
- 30.03 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 21.01 and 21.02 is to be considered to be vacation for this purpose.
- 30.04 statutory leave shall be signed after all Officers have signed their allotted annual leave.
- 30.05 In the case where an Officer is working the Compressed Work Week the aforementioned days will be calculated as hours: (1 day = 8 hours).
- 30.06 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 31 - EXEMPTION FROM FOOT PATROL DUTY

- 31.01 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 32 - GENERAL PROVISIONS

32.01 Reference to the Chief of Police herein shall be construed as Acting Chief or Officer in Charge of the Service in the absence or incapacity of the chief.

32.02 Any Officer who became a Member of the Service 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 Service of which he or she was a Member on that date.

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

ARTICLE 33 - TRANSFERS

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

ARTICLE 34 - SENIORITY

34.01 Seniority in this Agreement shall be defined as the length of a Member's full-time accumulated service with the Board within the bargaining unit. The term "bargaining unit" shall be interpreted to mean any group of employees covered by a separate Collective Agreement, notwithstanding that two or more bargaining units may be represented by the same bargaining agent. Calculation of seniority shall be based on the elapsed time from the date the Member was first employed within the specific bargaining unit with the Board, unless their service was broken, in which event, such calculation shall be from the date they returned to work following the last break in their service.

34.02 A Member shall be deemed to have broken service where:

- (a) the Member is discharged for just cause;
- (b) the Member voluntarily terminates their employment;

(c) the Member takes a Personal Leave pursuant to Article 29 that exceeds three (3) months; any other contractual leave will not constitute broken service;

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(d) the Member is laid off for a period which exceeds eighteen (18) months.

34.03 For the purpose of determining vacation entitlement, sick leave credits and insured benefits under this Agreement, service includes all continuous full-time service with the Board since the date of hire regardless of bargaining unit membership, but not including period(s) of broken service.

34.04 The Board will keep a seniority list up to date at all times, and whenever the Association raises a question of seniority, shall make the seniority list available for inspection for the purpose of settling the question. A current seniority list will be posted on orders annually, and a list bearing the seniority of the affected Members shall be attached to all vacation signing schedules.

ARTICLE 35 - LAYOFF

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

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(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.

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(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 Police Officer job openings, as the case may be, occurring during layoff in reverse order of layoff.

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18

- (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), which ever first occurs, and,
- (e) Seniority shall be calculated from date of the last hire.

ARTICLE 36 - AIR CONDITIONING

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

ARTICLE 37 - PURGING OF FILES

37.01 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 the charge against a Member;
- (d) all records of any Provincial Offence conviction five (5) years after the date of the 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 discipline conviction under the Police Services Act two (2) years after the last discipline 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.

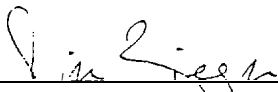
ARTICLE 38 - DURATION

38.01 Except as provided herein, the provisions of the Agreement shall have effect from the 1st day of January, 1996 and continue in effect until the 30th day of June, 1999 and thereafter until a new Agreement, Decision or Award takes effect.

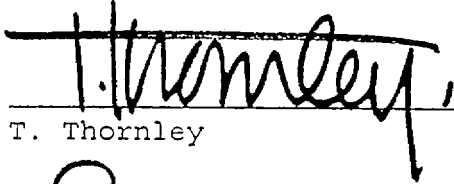
Dated and signed at Cambridge, this **23rd** day of **JUNE**, 1998.

ON BEHALF OF THE WATERLOO
REGIONAL POLICE SERVICES BOARD


ON BEHALF OF THE WATERLOO
REGIONAL POLICE ASSOCIATION




J. Ziegler



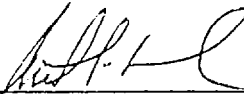
T. Thornley



G. Bairos



F. Dawe



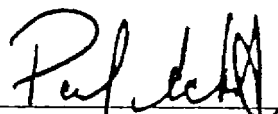
R. Brock



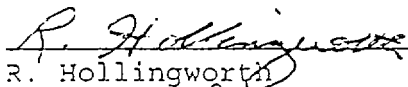
S. Dickin



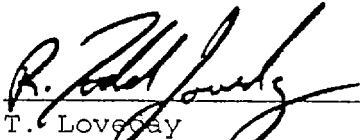
M. Rivera




P. Eckest



R. Hollingworth



T. Lovejoy



C. Lowe//



L. Pappas

APPENDIX "A"

1996 - 1999 SALARY SCHEDULE FOR WATERLOO REGIONAL POLICE

(JANUARY 1, 1996 - June 30, 1999)

<u>RANK</u>	<u>Apr 1/96</u>	<u>Jul 1/96</u>	<u>Jan 1/97</u>	<u>Jul 1/97</u>
Staff Sergeant	\$65,341	\$65,994	\$66,654	\$67,320
Sergeant	\$58,807	\$59,395	\$59,989	\$60,589
Constables:				
Senior	\$53,318	\$53,852	\$54,390	\$54,934
First Class	\$52,273	\$52,796	\$53,324	\$53,857
Second Class	\$45,308	\$45,761	\$46,219	\$46,681
Third Class	\$41,223	\$41,635	\$42,051	\$42,472
Fourth Class	\$36,772	\$37,140	\$37,511	\$37,886
*In-Training	\$28,085	\$28,366	\$28,650	\$28,937

<u>RANK</u>	<u>Jan 1/98</u>	<u>Apr 1/98</u>	<u>Sep 1/98</u>	<u>Jan 1/99</u>
Staff Sergeant	\$67,993	\$68,673	\$69,119	\$70,157
Sergeant	\$61,195	\$61,807	\$62,209	\$63,142
Constables:				
Senior	\$55,484	\$56,039	\$56,403	\$57,248
First Class	\$54,396	\$54,940	\$55,297	\$56,125
Second Class	\$47,148	\$47,619	\$47,929	\$48,647
Third Class	\$42,897	\$43,326	\$43,608	\$44,262
Fourth Class	\$38,265	\$38,648	\$38,899	\$39,483
*In-Training	\$29,226	\$29,518	\$29,710	\$30,155

* This salary level is applicable only to a Fourth Class Constable who has not completed the Basic Recruit Training Level II at Aylmer or for a maximum of six (6) months, whichever first occurs, pursuant to Article 5.01.

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 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:
- (1) 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, or
 - (2) 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:

(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 Services Act and regulations thereto.

APPENDIX "C"

LETTER OF UNDERSTANDING

BETWEEN :

THE WATERLOO REGIONAL POLICE SERVICES BOARD,
Hereinafter referred to as the "BOARD",
of the FIRST PART,

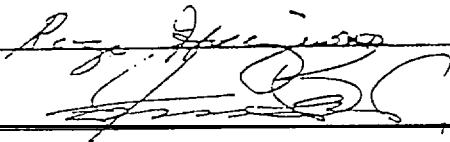
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THE WATERLOO REGIONAL POLICE ASSOCIATION,
Hereinafter referred to as the "ASSOCIATION",
of the SECOND PART,

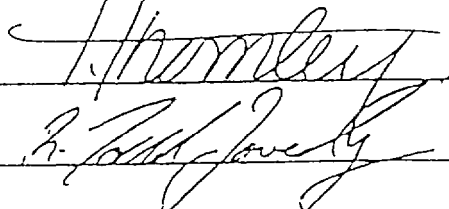
The Parties agree as follows:

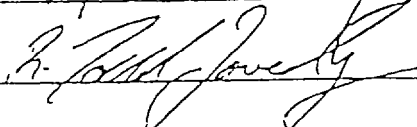
1. The complement of Officers with the rank of Sergeant or Staff Sergeant will be established annually on the recommendation of the Chief of Police. The Association will be given at least four (4) weeks advance notice of the Chiefs recommendation in order to make submissions thereon to the Board.
2. The complement of Officers with the rank of Sergeant or Staff Sergeant is set at a minimum of 105 for the year 1996 and until varied pursuant to paragraph 1.

OH BEHALF OF THE POLICE SERVICES BOARD



ON BEHALF OF THE POLICE ASSOCIATION





APPENDIX "D"

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.