

MEMORANDUM OF AGREEMENT

-- B E T W E E N --

The Waterloo Regional Police Services Board

-- A N D --

The Waterloo Regional Police Association

January 1, 2002 - December 31, 2004 UNIFORM COLLECTIVE AGREEMENT

ENTERED
07195(08)

The parties hereto agree to recommend to their respective principles that a Collective Agreement be entered into for Uniform Personnel for the period of January 1, 2002 - December 31, 2004 in the form of the Uniform Collective Agreement of July 1, 1999 to December 31, 2001 with the following amendments,

ARTICLE 4 - SALARIES

4.02 Amend to read as follows:

Commencing January 1, 2003 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 salary a premium equal to two (2) percent of a **First Class Constable's** salary annually.

(1) **To be eligible for this salary adjustment, a Constable shall:**

(a) Have written the Ontario Police College Promotional exam and achieved a mark of sixty-five (65%) percent or higher during the year prior to or following their 10th year anniversary, and to remain qualified;

(b) Have written the Waterloo Regional Police Service, Rules and Regulations exam, achieving a passing mark within five (5) years of the Ontario Police College Promotional exam. This does not preclude an Officer whose qualification has expired from writing and requalifying.

(2) (a) On successful completion of the Ontario Police College 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.

- (b) Officers who were **qualified** prior to **December 31, 2002** and who continued to be qualified as of that date, will be "**grandfathered**" for the purpose of the **expiry** date of their qualification.
- (c) **Officers** who at any time prior to **December 31, 2002** met the qualifications referred to in clause **4.02 1.(a)** will be "**grandfathered**" and will be **required** to meet the qualification referred to in **Article 4.02 1.(b)**.
- (d) Officers must 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 of **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.
- (e) This allowance shall not pyramid **with** nor increase by other premiums under this Agreement excluding those of **Articles 4.04 (a), 4.04(c), 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 Amend to read as follows:

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 Four Hundred (\$400.00) Dollars if required to work three (3) shifts and Two Hundred and Fifty (\$250.00) Dollars if required to work two (2) shifts.

4.04 (a) Change reference to "Training Officer" with "Coach Officer".

4.04 (c) Delete existing clause and replace with the following:

Officers assigned to the Traffic Branch who are qualified as Collision Reconstructionist Officers (Level III and IV) shall receive, while so assigned, a bonus paid as part of salary equal to two percent (2%) of a First Class Constable salary for the first two (2) years of such assignment and thereafter, a bonus paid as part of salary equal to four percent (4%) of a First Class Constable salary.

4.04 (e) Delete the following words:

"and Diving Team personnel who are involved in work related search and recovery operations during a scheduled training day".

ARTICLE 5 - PROMOTIONS

5.01 Amend to read as follows:

A member shall be hired as a "Constable-in-Training". The "Constable-in-Training" status will remain in effect until the member has successfully

completed **the Basic Recruit Training Level II Course at Aylmer. Upon successful completion of the prescribed Police Recruit Training program the member shall be appointed to the rank of Fourth Class Constable. The member's salary will then be adjusted to the appropriate Fourth Class level pursuant to Appendix "A".**

ARTICLE 10 - COURT-TIME PAY

10.07 Amend as follows:

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 payment in accordance with Article 10.01 using a First (1st) Class Constable's rate of pay. Payment to the retired Officer shall be made by cheque within six (6) weeks of the scheduled appearance.

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

Amend Article 11.01 to read as follows:

The Board agrees that all hours earned under Articles 9, 10 and 15.01 will be recorded on a single appropriate form.

- (a) An Officer shall have all accumulated time in excess of twenty-four(24) hours paid quarterly.**
- (b) Notwithstanding clause (a), an Officer may apply time towards casual days or part days off duty in accordance with Article 11.02.**
- (c) A current account of hours standing to an Officer's credit will be individually distributed monthly.**

ARTICLE 16 - CLOTHING

16.05 Amend to read as follows:

Constables who are assigned to a Plainclothes Division for a period in excess of thirty five (35) calendar days will receive a pro-rated clothing allowance for the period of their assignment.

ARTICLE 25 - BENEFIT COVERAGE

25.03 Amend the following benefits read as follows:

- vision care subject to a ~~maximum~~ per person per **two** consecutive calendar year period of **Two Hundred and Fifty (\$250.00) Dollars in 2003 and Two Hundred and Seventy-Five (\$275.00) Dollars in 2004;**
- services of a speech pathologist limited to **Seven Hundred and Fifty (\$750.00) Dollars in a calendar year;**
- 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 Sixty (\$60.00) Dollars per treatment;**

Add the following:

- Services of **an Audiologist limited to Seventy-Five (\$75.00) Dollars per three (3) consecutive calendar years;**

25.06 Amend to read as follows:

Each Officer with eligible dependents, upon completion of **ninety (90) days service,**

will be provided, at the expense of the Board, with Dependent Life Insurance coverage, of Twenty Thousand (\$20,000.00) Dollars for spouse and Ten Thousand (\$10,000.00) Dollars for each eligible child.

ARTICLE 26 - SICK LEAVE _____

26.01 Amend to read as follows:

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. A current account of hours standing to a Member's credit will be distributed annually.

ARTICLE 27 - PREGNANCY AND PARENTAL LEAVE

Amend 27.02 (1), (2) and (4) to read as follows:

27.02 (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 up to a thirty-five (35) week leave of absence in the case of birth mothers or a thirty-seven (37) week leave of absence for all other parents, without pay following:

- (a) the birth of a child; or
- (b) the coming of the child into the custody, care and control of a parent for the first time.

27.02 (2) The parental leave of a Member may begin no more than fifty-two (52) weeks after the day.....

27.02 (4) Parental leave shall end thirty-five (35) weeks, in the case of birth mothers, or

thirty-seven (37) weeks for all other parents, after it begins or on an earlier date if the member gives the employer at least four (4) weeks written notice of that date.

ARTICLE 31 - BEREAVEMENT LEAVE

Amend 31.01 to read as follows:

31.01 An Officer shall be granted bereavement leave with pay, as per the following schedule and family relationships, 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 a family member:

5 Days Spouse, Child, Parent (includes step- and common-law relationships)

3 Days Sibling, Grandchild, Grandparent, Parent-in-law, Child-in-law, Sibling-in-law (includes step-relationships)

1 Day Aunt, Uncle, Niece, Nephew, Spouse's Grandparent

ARTICLE 41 - DURATION

Amend the dates to reflect a duration of January 1, 2002 to December 31, 2004.

APPENDIX A - SALARIES

Amend as follows for all ranks:

January 1, 2002 3.38%

January 1, 2003 3.22%

January 1, 2004 1.72%

July 1, 2004 1.53%

Delete * and accompanying note.

GENERAL PROVISIONS

The following provisions shall be **binding upon** the parties but will not **form** part of the Collective Agreement.

1. The parties agree that the following amendments are to be **effective January 1, 2003**:

Article 4.03 (shift premiums)

Article 11 (overtime payments)

Article **16.05** (clothing **allowance**)

Article 25.03 (benefit coverage }

Article 25.06 (benefit coverage)

2. **ARTICLE 5 PROMOTIONS**

The parties ~~agree~~ that the amendment to 5.01 will **only** apply to those hired ~~after~~ the date of ratification.

3. **HOURS OF WORK**

The parties **agree to** renew the Letter of Understanding signed **April 11, 2001** for the **Sworn Members** Shift Schedule for the duration of this Agreement. **Further**, the parties agree to meet and review all current and existing Letters of Understanding related to **Uniform** Shift Schedules and incorporate the agreed to language in the next collective agreement.

4. **BENEFITS**

The Police Service will prepare a Letter of understanding confirming that where a member dies and has been pre-deceased by their spouse, dependant children will **have** benefit coverage until age 22.

5. **JOB SHARE**

The **Board** and the **Association** agree to strike a committee comprised of three (3) representatives each to explore the ~~feasibility~~ of job share,

ON BEHALF OF THE
POLICE SERVICES BOARD

Cheryl Howe

[Signature]

Michael S. Mason

[Signature]

ON BEHALF OF THE
POLICE ASSOCIATION

[Signature]

BOB REAY

[Signature]

CAREY JANZEN

[Signature]

MICHAEL SULLIVAN

[Signature]

ROGER GOULARD

[Signature]

LYNNE PAPPAS

DATED THIS 31st DAY OF OCTOBER, 2002.