
2005 - 2006 COLLECTIVE AGREEMENT

BETWEEN

WATERLOO REGIONAL POLICE SERVICES BOARD

- AND -

THE WATERLOO REGIONAL POLICE ASSOCIATION

UNIFORM

EFFECTIVE JANUARY 1, 2005 TO DECEMBER 31, 2006

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THIS AGREEMENT made this 9th day of August, 2005.

B E T W E E N :

THE WATERLOO REGIONAL POLICE SERVICES BOARD,

Hereinafter called the 'BOARD',

of the FIRST PART,

- AND -

THE WATERLOO REGIONAL POLICE ASSOCIATION,

Hereinafter called the "ASSOCIATION",

of the SECOND PART,

WHEREAS pursuant to Section 119 of the Police Services Act, R.S.O. 1990, Chapter 10 and amendments thereto, the parties have agreed to enter into these presents for the purpose of 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 their 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 Member provided that a claim for discriminatory and/or bad faith promotion, demotion or transfer or a claim that an employee has been discharged or disciplined without just 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 two (2) years may be transferred to Plainclothes duties in the Detective, Special Assignments, Identification or Youth Bureau Divisions, and shall receive while assigned, a bonus paid as part of salary equal to one hundred and six percent (106%) percent of the pay of the First Class Constable for the first two (2) years of such assignment and thereafter, a bonus paid as part of salary equal to one hundred and nine (109%) percent of the pay of the First Class Constable.
- 4.02 In addition to any other entitlement pursuant to this Agreement, the Board shall pay to each Member covered by this Agreement an experience allowance which shall be in the amount set out below and which shall be subject to the following terms and conditions:
- (a) The experience allowance shall be paid bi-weekly as a bonus, and shall be taken into account when calculating overtime, court-time pay, acting pay, call-out, on-call pay, stand-by duty pay, sick leave (but excluding sick leave gratuities paid on retirement), pregnancy supplementary benefit, annual leave and statutory holiday pay, pension contributions and special duty pay.
 - (b) Subsequent to the date of ratification, for the purpose of this Article, years of service means years of continuous service completed from the date of hire in this bargaining unit with the Waterloo Regional Police Service.
 - (c) In order to be entitled to the experience allowance, a Member must be free of a disciplinary conviction for which the confirmed penalty was the forfeiture of forty (40) hours or more of pay or leave. The experience allowance will be reduced by one (1) level and will be reinstated two (2) years from date of conviction, provided there is

no further conviction for which the confirmed penalty is the forfeiture of forty (40) hours or more of pay or leave.

- (d) The experience allowance shall take effect on January 1, 2005 and shall be calculated based on the years of completed service commencing from the date of hire within this bargaining unit and the percentages as follows:

3-15 years of service - three (3%) percent of First Class Constable

16-22 years of service - six (6%) percent of First Class Constable

23 or more years of service - nine (9%) percent of First Class Constable

- (e) Members employed by the Board on or before the date of ratification of this agreement shall have their prior service as a Sworn Officer with any other Canadian Police Service recognized pursuant to Article 31.09. For the purpose of this Article, the date the Member is sworn as a Police Officer shall be the date used for determination of the experience allowance.

4.03 Members 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. For the purpose of this Article, shift premiums are payable to those Members with less than eight (8) years of completed service.

- 4.04 (a) Members who are designated as Coach Officers or the equivalent shall receive, while so assigned, a bonus paid as part of salary equal to one-half (2) of the difference between the pay of a First Class Constable and a Sergeant.
- (b) Members 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) Members assigned to the Traffic Branch, collision reconstruction, who are qualified as Collision Reconstructionists (Level III and/or

IV) shall receive, 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.

(d) Members 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.

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

5.01 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".

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 a Member a loan for those expenses charged to that Member while attending the prescribed Recruit Training Program. The loan shall be repaid over a maximum period of five (5) 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, annual leave, 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 - SPECIAL DUTY PAY

- 7.01 A Member who accepts 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 Member's basic annual salary for fifty-two (52) weeks of forty (40) hours. Two (2) hours minimum to apply to all ranks. Where a special duty assignment is cancelled within forty-eight (48) hours, the Member shall be entitled to a payment of two (2) hours at time and one-half (1½). Special duty assignments will be posted as heretofore.

ARTICLE 8 - PAY FOR OVERTIME, CALL-OUT, STAND-BY AND ON-CALL

- 8.01 Members shall be paid for overtime at the rate of time and one-half (1½) provided that if the overtime period exceeds ten (10) cumulative hours the excess will be paid at double time. If overtime beyond the ten (10) cumulative hours 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 Member'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. For the purpose of this Article, cumulative shall be hours worked immediately before and after the Member's regular scheduled shift.

- 8.02 Members 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). Members shall not be entitled to pay where the call-out of such Member has been necessitated by reason of neglect or improper act on the part of such Member during the course of their duty.
- 8.03 Members 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 a Member to work beyond the new end of shift, overtime provisions will apply.
- 8.04 A Member who is called out to report for duty during their annual leave and/or block of statutory holiday leave (a minimum of thirty (30) hours) 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 their leave. For the purpose of this Article, annual leave shall include days off which precede, follow or are between the block(s) as booked.
- 8.05 When a Member is required to be on stand-by, they are entitled to be paid at their hourly rate of pay for one-third (⅓) of their stand-by hours, but where such stand-by is less than eight (8) hours they are 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, a Member is ordered to remain at their residence and to be available for prompt return to work. Stand-by shall not be credited for any period in which the Member 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 their Superior as to their proposed whereabouts while off duty.

- 8.06 A Member who is assigned to on-call duty, as designated by their Supervisor, shall be paid at the rate of one-quarter ($\frac{1}{4}$) the Member's regular rate of pay while on-call. In the event the Member is recalled to active duty the Member shall be paid at the call-out rate, or the overtime rate, as applicable. "On-call" duty means that the Member is reasonably available at the Member's home or elsewhere to be called back to active duty. It is the responsibility of the Member performing on-call duty to assure that the Member may be contacted in order to be able to report for active duty within a reasonable period of time, being no ~~more~~ than one (1) hour.

ARTICLE 9 - COURT-TIME PAY

- 9.01 Members attending court on off hours will receive a minimum credit of three (3) hours at time and one-half ($1\frac{1}{2}$). Should a court sitting extend beyond three (3) hours the additional hour(s) or part thereof shall be payable at time and one-half ($1\frac{1}{2}$). The hourly rate will be calculated on the Member'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.
- 9.02 A Member attending a court which commences during their regular shift and extending beyond the period of their shift will be paid at their overtime rate for the period that extends beyond their shift. Overtime shall not be claimed unless it is in excess of twenty (20) minutes.
- 9.03 A Member who is required to attend court during their annual leave and/or block of statutory holiday leave (a minimum of thirty (30) hours) 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

their leave. For the purpose of this Article, annual leave shall include days off which precede, follow or are between the block(s) as booked.

- 9.04 For this purpose, attendance at court or any proceeding relating to a Municipal, Provincial or Federal Statute including 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 a Member is charged with an offence. Any court hearing in which a Member is charged with any offence under Federal or Provincial Statutes during the legal execution of their duty, will be allowed to attend court as though it was their regular shift, such allowance will be at the discretion of the Officer-in-Charge. In the event the Member is not acquitted, they shall reimburse such time used to the Service.
- 9.05 A Member attending court on their 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.
- 9.06 When a Member's scheduled Court appearance is cancelled within forty-eight (48) hours of their scheduled appearance, the Member shall be entitled to a court-time appearance of three (3) hours at time and one-half (1½). When a Member is on annual leave and is scheduled to appear in court and that appearance is cancelled within forty-eight (48) hours of the scheduled appearance the Member shall be entitled to a court-time appearance at sixteen (16) hours.
- 9.07 A former Member who has retired on pension and who is required to attend court on matters arising from the performance of their duties while an active Member of the Service, shall receive payment in accordance with Article 9.01 using a First (1st) Class Constable's rate of pay. Payment to the retired Member shall be made by cheque within six (6) weeks of the scheduled appearance.

- 9.08 All witness fees, exclusive of transportation allowances received by any Member attending either on or off duty any court, shall be paid over to the Administration of the Waterloo Regional Police Service, where such Member is entitled to payment from the Board for such court appearance.
- 9.09 A Member who attends court more than 50 km outside the boundaries of the Regional Municipality of Waterloo while off duty shall be paid one (1) minute for each kilometer travelled from Headquarters 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 10 - PAYMENT FOR OVERTIME, COURT-TIME, ETC.

- 10.01 The Board agrees that all hours earned under Articles 8, 9 and 14.01 will be recorded on a single appropriate form.
- (a) A Member shall have all accumulated time in excess of twenty-four (24) hours paid quarterly.
 - (b) Notwithstanding clause (a), a Member may apply time towards casual days or part days off duty in accordance with Article 10.02.
 - (c) A current account of hours standing to a Member's credit will be individually distributed monthly.
- 10.02 On request, and at the discretion of the Chief of Police, a Member 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 their credit.

ARTICLE 11 - LEGAL INDEMNIFICATION

- 11.01 The Board shall indemnify a Member of the Police Service **for** reasonable legal costs incurred in the course of their 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 tortfeasors 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 any proceeding relating to a Municipal, Provincial or Federal Statute or 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, including that which may arise as a result of the assignment of the Member to duties outside Ontario, whether the proceeding occurs in Ontario or outside Ontario, where a penalty is not imposed or the Member is not found guilty of misconduct.
- 11.02 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.
- 11.03 The Officer in Charge shall be required to give an active Association Board Member immediate notification of any investigation involving the special Investigations Unit.

- 11.04 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.
- 11.05 The provisions of 11.01 shall not restrict the Board from indemnifying a Member whose conduct in the performance of their duties is or may be called into question in a proceeding or inquiry not specified in Article 11.01. Legal advice and/or counsel in each case will be the subject of discussion between the Board and the Association.
- 11.06 Notwithstanding clause 11.01, the Board may refuse payment otherwise authorized under Article 11.01 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 their powers as a Police Officer.

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 Uniform Patrol personnel, who are on the Compressed work week described in Article 12.02 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.

12.04 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.

12.05 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.

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

12.07 Allotted training days must be completed. Training days falling during a Member's annual leave or on days off immediately before or after annual leave days will be re-scheduled.

ARTICLE 13 - EXCHANGE OF SHIFTS

13.01 Members shall have the privilege of exchanging duties upon the following terms:

Upon a request in writing signed by the applicant Member and the relief Member and submitted to the Officer in Charge of the shift not less than forty-eight (48) hours prior to the pertinent shift a Member may request a relief for their 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 Member 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.
- 13.02 If the Officer in Charge of the shift should refuse the request they shall forward the application and their 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 their shift may permit the applicant to switch their 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.
- 13.04 Where the reasons for requesting an exchange of duties or days off is not deemed adequate by the Chief of Police, the Member may nevertheless be granted time off at the discretion of the Chief of Police in accordance with Article 10.02.
- 13.05 If a Member is scheduled to work both Christmas Day and New Year's Day, they shall be entitled to exchange one of their regular days off for one of those days.
- 13.06 At the request of the Member, Christmas We 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 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 10.01.

14.02 A Member who is out of the Region over a normal meal period on duty or on a court attendance arising from the performance of their duties shall be reimbursed for a meal up to the amount of Fifteen (\$15.00) Dollars upon production of the appropriate receipts. A Member who is out of the Region for a full day (three (3) or more consecutive meal periods) on duty or on a court attendance arising from the performance of duties shall be provided with Fifty (\$50.00) Dollars allowance per day upon production of appropriate receipts.

14.03 A Member who is on duty within the Region three (3) hours prior to the start of their normal shift and/or three (3) hours beyond their normal shift, shall be allowed the meal allowance specified in Article 14.02. If due to the exigencies of the Service, a Member works a full eight (8) hours beyond their normal shift, a second overtime meal allowance will be provided. Payment of a meal allowance requires the 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 One Thousand (\$1,000.00) Dollars per annum.

15.03 Clothing which may be purchased with the allowance referred to in Article 15.02 and 15.05 is limited to clothing suitable for court attendance. Where a Member 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 production of an itemized paid bill to the extent of the allowance credited to the Member.

15.04 A Member's uniform or a Plainclothes Member's clothing suitable for court attendance, will be dry cleaned bi-weekly, or as required.

15.05 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.

15.06 Members shall be issued with body armour that:

- (i) is tailored to each individual Member;
- (ii) is replaced every five (5) years or earlier if required;
- (iii) has vest holders replaced every two (2) years or as required;
- (iv) is the best quality body armour available on the market at the time of issue for protection, comfort and fit, as defined by the Provincial Soft Body Armour Committee and the Waterloo Regional Police Service standards.

A Member shall be exempt from wearing body armour for a medical condition verified in writing by a physician.

ARTICLE 16 - ALLOWANCE FOR ATTENDING CLASSES

16.01 A Member attending classes and required to reside away from their usual abode shall receive a Ten (\$10.00) Dollar per day allowance to a maximum of Fifty (\$50.00) Dollars for each completed week.

16.02 Members who use their own automobiles to attend courses of instruction outside the Region which they are required to attend by the Board will receive mileage at the Regional Municipality of Waterloo mileage rate, 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 17 - TUITION FOR SUPPLEMENTARY EDUCATION

- 17.01 A Member who attends a course of study relevant to police work as 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 Member does not complete the course successfully. Where the course is not approved by the Board, the Member's application shall be returned with a brief explanation.
- 17.02 The Board will provide at its own expense all textbooks or study materials relevant to the O.P.C. Promotional Exam or any other departmental screening test.

ARTICLE 18 - DEPARTMENTAL BY-LAWS

- 18.01 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 19 - INJURY ON DUTY

- 19.01 when a Member of the Service is absent by reason of illness or injury occasioned by, or as a result of, their duties within the meaning of the Workplace Safety and Insurance Act, they will be entitled to their full pay while they are 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 they are capable of performing in spite of the disability of such Member.
- 19.02 A Member who incurs an injury on duty of sufficient seriousness to require absence from work extending into the Member's annual leave or who incurs an accident or sickness which requires hospitalization before and either extending into the Member's annual leave or requiring convalescence such

that the Member would not have been able to work on or before the first day of the annual leave will be permitted to change the annual leave for a time to be mutually agreed on between the Member and their N.C.O. All requests will be in writing and supported by a Doctor's certificate.

ARTICLE 20 - STATUTORY HOLIDAYS

20.01 Each Member shall be granted twelve (12) statutory or declared holidays with pay as follows:

New Year's Day	Victoria Day	Thanksgiving Day
Heritage Day	Canada Day	Remembrance Day
Good Friday	Civic Holiday	Christmas Day
Easter Monday	Labour Day	Boxing Day

20.02 In each year, a Member will receive twelve (12) days or ninety-six (96) hours holidays in lieu of statutory holidays as provided in Article 20.01. Five (5) days or forty (40) hours to be given in the form of pay on the 1st of December, or on the regular pay date preceding December 1st. Seven (7) days or fifty-six (56) hours will be taken in time off in a block of thirty (30), forty (40) or fifty-six (56) hours. The remaining time, if any, will be taken as casual time off during the year. This 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. Members with less than one (1) year's service will receive one (1) day or eight (8) hours for each completed month's service to a maximum of twelve (12) days or ninety-six (96) hours, in lieu of statutory holiday.

20.03 In each year, in lieu of taking the five (5) days (40 hours maximum) referred to in Article 20.02 a Member may take those days as a block of statutory holiday leave or casual days off provided the Member so requests and provided the Chief of Police consents. Members 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 a determination within three (3) working days.

20.04 Effective January 1, 2006, a Member required to work on a statutory holiday referred to in Article 20.01, shall be paid at the rate of one and

one-quarter (1/4) times the regular rate of pay for all hours worked on such day.

20.05 In the case where a Member 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 (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 Professional Police Association.

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 they 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 (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 they would normally have been on duty and the cost thereof shall be charged to the "Bank" established under Article 21.05. 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.

- 21.05 Each Member of the Association shall have one (1) hour deducted from their 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. 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.
- 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 One (1) or Two (2) Members selected by the Association shall be granted leave of absence from their duties to act as Association Business Agent with no loss of their 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 25.04 and shall be

credited to their individual Sick Leave Bank. Sick leave taken shall be reported annually to the Administration.

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 Member 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 their credited service equal to the indicated percentage of their 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 their service and providing an early retirement pension equal to their basic pension and supplementary pension without actuarial discount on retirement within ten (10) years before their normal retirement date, if they are 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 Member shall have deducted from their salary the amount to be contributed by the Member required by the OMERS Act and Regulations.

23.02 All Members 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 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.) 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 - BENEFIT COVERAGE

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

24.02 Provincial Health Plan

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

24.03 Extended Health Care Plan

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

- 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.

vision care subject to a maximum per person per two (2) consecutive calendar year period of Two Hundred and Seventy-Five (\$275.00) Dollars; supplementary hospital benefit; (semi-private accommodation):

supplementary health care benefit provided they are prescribed by a physician including:

- services of a registered nurse limited to Twenty-five (\$25,000) Thousand Dollars in a calendar year,
- services of a physiotherapist,
- services of a speech pathologist limited to Seven Hundred and Fifty (\$750.00) 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,
- 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 Sixty (\$60.00) 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,
- hearing aids and repairs to them, excluding batteries, limited to Seven Hundred and Fifty (\$750.00) Dollars during the three (3) 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;
- services of an Audiologist limited to Seventy-Five (\$75.00) Dollars per three (3) consecutive calendar years;
- Sun Life's Medi-Passport 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.

24.04 Dental Coverage

Each Member, upon completion of ninety (90) days service, shall be provided with a Dental Plan which will provide coverage for the Member and their eligible dependents equivalent to the applicable provision of Sun Life Policy #2000. Coverage shall be provided as follows:

Part	Benefits	Deductible per Family Unit	Reimbursement	Maximum
A	Basic, Endodontic, Periodontic Services and Denture Repairs	none	100%	none
B	Dentures	none	50%	none
C	Orthodontic Services	none	50%	\$2000*
D	Crowns and Bridges	none	80%	none

*The maximum lifetime amount payable applies to the eligible expenses incurred under Part C for the Member and for each insured dependant.

Routine dental checkups are to be provided once in each nine (9) month period. The fee schedule to be used is the Ontario Dental Association current fee schedule. Benefits as detailed above shall be premium cost shared on the following basis:

- PART A 100% Board
- PART B 75% Board and 25% Member
- PART C 75% Board and 25% Member
- PART D 100% Member

24.05 Group Life and Accidental Death and Dismemberment Insurance

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

24.06 Dependent Life Insurance

Each Member with eligible dependents, upon completion of ninety (90) days service, will be provided, at the expense of the Board, with Dependent Life

Insurance coverage, of Twenty Thousand (\$20,000.00) Dollars for spouse and Ten Thousand (\$10,000.00) Dollars for each eligible child.

24.07 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.

Benefit coverage for the spouse of a deceased Member with less than twenty (20) years service will continue for twenty-four (24) months.

24.08 Retired Members Coverage

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

- (a) Extended Health Care Plan; as provided in Article 24.03, premiums to be borne one hundred percent (100%) by the Board.
- (b) Dental Plan; as provided in Article 24.04, 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.

24.09 Spouse of Deceased Retiree

The Board will extend to the spouse of a deceased retiree the same benefit coverage as provided for the Retired Member in Articles 24.08 (a) and 24.08 (b), subject to the provision of clause (c), until the age of sixty-five, or remarriage.

24.10 The ninety (90) day waiting period as required in the above benefit coverage shall be waived for an Officer who is hired directly from another Canadian Municipal or Provincial Police Service, the Royal Canadian Mounted Police, the Canadian Military Police or Railway Police.

24.11 A Member has the right of access to all the Member's health information held by the Board, including the right to submit corrections supported by additional medical documentation or a notation of the Member's objection.

24.12 The Board shall not reveal any health information concerning a present or former Member to a third party, unless otherwise required by law, without the consent of the Member. For the purpose of this Article, a third party will not include the Regional Municipality of Waterloo Human Resources Department where the information is provided for a bona fide administrative purpose. The Region of Waterloo will be bound by the same terms of confidentiality as the Board.

ARTICLE 25 - SICK LEAVE, SICK LEAVE BANK

25.01 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 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.

25.02 A Member to whom Article 25.01 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 their unused credits.

25.03 Upon termination of employment a Member who has completed five (5) years continuous service shall be eligible to be paid for fifty (50%) percent of their unused sick leave credits at their 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 Member the payment will be made to their estate. The accumulated sick leave payout will not apply to Members hired after date of ratification.

- 25.04** Each Member of the Association shall contribute one (1) day of their accumulated sick leave to a Central Sick Leave Bank and shall give additional days as required. The number of accumulated sick leave days contributed by a Member to the Central Sick Leave Bank shall not exceed one-half (½) day per month or six (6) days in a given year, thereby allowing a Member to retain a minimum of one (1) day per month for the Member's own personal use. A Member who continues to be medically unfit for duty after they have exhausted their sick leave credits may draw from this Central Sick Leave Bank. Before a Member is allowed to draw from the Central Sick Leave Bank they must submit a medical report from their 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.
- 25.05** In accordance with Article 25.03 a Member may at their option elect to take the unused sick leave credits (fifty (50%) percent to a maximum of six (6) months) in bi-weekly payments prior to their retirement date which would fully discharge the Board's responsibility and the Member's entitlement under the clause. In the event the Member chooses to take their sick leave in bi-weekly payments, they will no longer be eligible to accrue sick leave credits, annual or statutory leaves. If the Member has less than two hundred and sixty (260) unused sick days to their credit the six (6) months shall be reduced to the period for which their credits under Article 25.03 will pay.
- 25.06** In the case where a Member 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 Workplace Safety and Insurance Board in writing of their decision to take the benefit package of the Workplace

Safety and Insurance 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 their full salary paid to them 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.

- 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 - PREGNANCY AND PARENTAL LEAVE

- 26.01 Pregnancy leave **shall** be granted to a Member of the Waterloo Regional Police service in accordance with the Employment standards Act as amended and in accordance with the following provisions;

- (1) A pregnant Member who started employment with the Service at least thirteen (13) weeks prior to the expected birth date is entitled to a seventeen (17) week unpaid pregnancy leave.
- (2) Every pregnant Member shall provide a letter to the Chief of Police from a qualified medical practitioner verifying her pregnancy and the expected date of delivery, as soon as possible.
- (3) Such Member shall commence pregnancy leave no earlier than seventeen (17) weeks prior to the expected date of delivery.
- (4) Every pregnant Member shall provide the Chief of Police with at least two (2) weeks notice in writing of the date her pregnancy leave is to begin. In the spirit of cooperation and in recognition of the time required to address staffing needs, Members are encouraged to provide six (6) weeks notice in addition to the two (2) weeks.

26.02 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 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 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 fifty-two (52) 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 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.

26.03 If a Member does not return to duty following completion of their parental and/or pregnancy leave, their 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 they may be entitled similar to other Members terminating their employment with the Service.

26.04 Pregnancy leave shall be in accordance with the Employment Standards Act of Ontario, except that a Member commencing such leave, who is in receipt of Employment Insurance benefits pursuant to the Employment 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 employment insurance waiting period, and
- (2) The difference between seventy-five (75%) percent of the Member's regular weekly earnings and the sum of the Member's regular weekly employment 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.

26.05 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 their pension contributions pursuant to Article 23, the Board shall maintain the employer's portion.
- (3) Where a Member elects to continue their pension contributions or benefits which are provided at their 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 accrue annual leave days during a pregnancy and/or parental leave, such leave shall be included in the years of service for the purpose of moving to the next level of annual leave entitlement and position 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 26.01 (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 15.04.
- (9) A Member on pregnancy and/or parental leave who is required to attend court shall be paid in accordance with Article 9.03. Court-time shall be banked until such time the Member returns to work.
- (10) A Member on pregnancy and/or parental leave who is required to report for duty shall be paid at time and one half (1½) of their regular rate of pay and subject to a three (3) hour minimum. Overtime shall be banked until such time the Member returns to work.

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

- (1) the wages the Member was most recently paid; or
- (2) the wages that the Member would be earning had the Member worked throughout the leave.

26.07 A Member shall be granted up to two (2) days leave of absence without loss of seniority or benefits for the birth of their child. Payment for such leave will be debited against the Member's Court/Overtime, Statutory Holidays or Annual Leave.

ARTICLE 27 - ADOPTION LEAVE

27.01 A Member who does **not** take parental leave as provided in Article 26 shall be granted up to two (2) days leave of absence without loss of seniority or benefits to attend to the needs directly related to the adoption of a child. Payment for such leave will be debited against the Member's Court/Overtime, Statutory Holidays or Annual Leave.

ARTICLE 28 - MARRIAGE LEAVE

28.01 A Member shall be allowed a leave of absence without loss of seniority or benefits as follows:

- (a) Member's marriage - up to three (3) working days at the discretion of the Member,
- (b) Marriage of a Member's child, brother or sister - the day of the wedding. For the purposes of this benefit, a Member who is a step-parent, step-child or step-sibling of the person being married shall be allowed the leave specified, where there is a close personal relationship.

Payment for such leave will be debited against the Member's Court/Overtime, Statutory Holidays or Annual Leave.

ARTICLE 29 - BEREAVEMENT LEAVE

29.01 A Member shall be granted bereavement leave with pay, as per the following schedule and family relationships, for those days which fall on their scheduled working days for the purpose of attending the funeral of a member of their immediate family and to attend to family matters concerned with the death of a family member:

- | | |
|----------------|---|
| Five (5) Days | Spouse, Child, Parent (includes step- and common-law relationships) |
| Three (3) Days | sibling, grandchild, grandparent, Parent-in-law, Child-in-law, Sibling-in-law (includes step-relationships) |
| One (1) Day | Aunt, Uncle, Niece, Nephew, Spouse's Grandparent |

29.02 At the discretion of the Chief of Police, additional days to those allowed under Article 29.01 may be granted pursuant to Articles 10.02, 20.02 and 31.01.

ARTICLE 30 - PERSONAL LEAVE

30.01 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 annual leave 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 31 - ANNUAL LEAVE

31.01 Annual leave with pay at the Member's regular rate will be allowed annually as follows:

Members hired on or after January 1, 2006 with less than one year of continuous service shall receive one (1) day off for each month of continuous service up to a maximum of ten (10) days.

Members who have completed one

(1) year of service but have not
completed three (3) years of service.....Two (2) Weeks

Members who have completed three

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

Members who have completed ten

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

Members who have completed

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

Members who have completed
twenty-three (23) years of service
but have not completed thirty (30)
years of serviceSix (6) Weeks

Members who have completed thirty
(30) years of serviceSeven (7) Weeks

- 31.02 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.
- 31.03 Any Member taking their annual leave 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, their annual leave 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 20.02 and 20.03 is to be considered to be annual leave for this purpose.
- 31.04 Statutory leave referred to in Article 20.03, shall be signed as blocks of statutory leave after all Members have signed their allotted annual leave.
- 31.05 In the case where a Member is working the Compressed Work Week the aforementioned days will be calculated as hours: (1 day = 8 hours).
- 31.06 Should any Member be transferred or re-assigned following November 30th, Members will not be required to re-sign any annual leave list unless there is mutual consent between both the Member and the Supervisor of the unit.
- 31.07 A list bearing the seniority of the affected Members shall be attached to all annual leave signing schedules.
- 31.08 Members shall sign annual leave entitlements by seniority within rank and based on the exigencies of the work unit, pursuant to Article 35.03.
- 31.09 Effective **January 1, 2006**, a Member who is hired directly from another Canadian Municipal or Provincial Police Service, the Royal Canadian Mounted Police, the Canadian Military Police or Railway Police, shall have their prior years of service recognized for the purpose of determining annual

leave entitlement. The Member will be required to submit satisfactory documentation of the prior police service as a Sworn Officer.

ARTICLE 32 - EXEMPTION FROM FOOT PATROL DUTY

32.01 If a full medical examination shows some disability no Member shall be assigned to foot patrol duty without their consent after they have attained their fiftieth (50th) birthday.

ARTICLE 33 - GENERAL PROVISIONS

33.01 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.

33.02 Any Member 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 they were a Member on that date.

33.03 Appendices "A", "B", "C", "D", "E", and "F" are part of this Agreement.

ARTICLE 34 - TRANSFERS

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

ARTICLE 35 - SENIORITY

35.01 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.

35.02 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 30 that exceeds three (3) months; any other contractual leave will not constitute broken service;
 - (d) the Member is laid off for a period which exceeds eighteen (18) months.
- 35.03 For the purpose of determining annual leave 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.
- 35.04 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 annual leave signing schedules.

ARTICLE 36 - LAYOFF

- 36.01 In the event of a layoff of one or more Members who have completed the probationary period prescribed by the Police Services 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 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), which ever first occurs, and,
- (e) Seniority shall be calculated from date of the last hire.

ARTICLE 37 - AIR CONDITIONING

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

ARTICLE 38 - PURGING OF FILES

38.01 The Board agrees to purge all Service 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 two (2) 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 39 - DURATION

39.01 Except as provided herein, the provisions of the Agreement shall have effect from the 1st day of January, 2005 and continue in effect until the 31st day of December, 2006 and thereafter until a new Agreement, Decision or Award takes effect.

Dated and signed at Cambridge, this **7th** day of **FEBRUARY**, 2006.

ON BEHALF OF THE WATERLOO
REGIONAL POLICE SERVICES BOARD

Grace Sudden
Grace Sudden

Patti Haskell
Patti Haskell

Cheryl Lowe
Cheryl Lowe

M. Mann
Michael Mann

ON BEHALF OF THE WATERLOO
REGIONAL POLICE ASSOCIATION

Todd Lovejoy
Todd Lovejoy

Peter Pisarchuk
Peter Pisarchuk

Michael Sullivan
Michael Sullivan

Steven Schmelzle
Steven Schmelzle

Manny Baiorte
Manny Baiorte

Paul Eckert
Paul Eckert

Lynne Pappas
Lynne Pappas

APPENDIX "A"

SALARY SCHEDULE FOR WATERLOO REGIONAL POLICE

(January 1, 2005 - December 31, 2006)

<u>RANK</u>	<u>January 1, 2005</u>	<u>January 1, 2006</u>
Staff Sergeant	\$86,409	\$89,217
sergeant	\$77,767	\$80,294
Detective Constable I	\$75,346	\$77,795
Detective Constable II	\$73,273	\$75,654
Constables:		
First Class	\$69,125	\$71,372
Second Class	\$59,916	\$61,863
Third Class	\$54,516	\$56,288
Fourth Class	\$48,629	\$50,209
In-Training	\$37,141	\$38,348

APPENDIX "B"

COMPLAINT AND GRIEVANCE PROCEDURE

1. When a Member of the bargaining unit has any grievance or complaint, they shall forthwith convey to their 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 their complaint or grievance.
 - (a) The Member shall communicate their 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 their 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, their decision relative to the complaint or grievance.
 - (d) If dissatisfied with the ruling of the Chief of Police or their 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 their 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

B E T W E E N :

THE WATERLOO REGIONAL POLICE SERVICES BOARD,
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 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 Chief's 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.

ON BEHALF OF THE WATERLOO
REGIONAL POLICE SERVICES BOARD

Roger Hollingworth

ON BEHALF OF THE WATERLOO
REGIONAL POLICE ASSOCIATION

T. Thornley

R. Todd Loveday

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.

APPENDIX "E"
LETTER OF UNDERSTANDING
JOB SHARING PROGRAM

Between:

The Waterloo Regional Police Services Board

-AND-

The Waterloo Regional Police Association

The Parties agree as follows:

NOTWITHSTANDING certain provisions in the Uniform Collective Agreement the following Job Sharing Program shall take affect on date of signing, as outlined below.

1.0 STATEMENT OF PRINCIPLE

1.1 Job sharing arrangements will be available for a limited number of qualified full-time Members. It may be necessary to limit the permissible number of job sharing arrangements and to identify certain positions, which are ineligible for job sharing. Such limitations will be determined after consultation between the Chief of Police and the President of the Association. If no agreement is reached, the Chief of Police will make the final determination.

2.0 ELIGIBILITY OF JOB SEARING

2.1 Job sharing arrangements will be for an initial six (6) month period and may be renewed by mutual agreement, in writing, between the job sharing Members, subject to the Chief's approval.

2.2 Applicants must be of the same rank and employed in the same position, having at least three (3) years seniority with the Service. Job sharing partners must share the regular hours associated with the position being shared, and must work an average of forty (40) hours bi-weekly at the Division determined by the Chief. Regular hours of work per week will be construed to mean one half (1/2) of the normal scheduled hours of the shared position. Applicants must select a predefined job sharing schedule.

2.3 Job sharing allows for two (2) qualified full-time Members to share one full-time job for which they are each qualified to perform so that the pay, benefits and hours of work for a job are, shared approximately equally by the two (2) Members, without reducing the efficiency or productivity of the position.

3.0 PROCEDURE TO APPLY

- 3.1 Requests for job sharing will be made on the prescribed form and then submitted to the Chief of Police or designate, through Human Resources, for consideration. Requests for job sharing must be made jointly by Members and will be considered on an individual basis by the Chief of Police. Any job sharing arrangements approved by the Chief of Police, together with the required joint and individual agreements signed by the Members, will be subject to and governed by the terms of this Agreement. Arrangements may start on either January 1st or July 1st of each year. Applications for January 1st job sharing arrangements, must be received by September 1st and will be approved no later than September 30th each year. Similarly, July 1st job sharing arrangement applications must be received no later than April 1st of each year and will be approved no later than April 30th each year.
- 3.2 When a job sharing request has been approved, a written document confirming the arrangement and identifying the terms of the job sharing program will be prepared and signed by the employer, the Association and the two job sharing Members.
- 3.3 In this written document, each Member will be required to specify their relationship to the job; their hours of work, benefits, job duties and the process used to monitor the successfulness of the arrangement.
- 3.4 Full-time positions that become vacant due to an approved job sharing arrangement will be filled, on a full-time basis, through the normal external recruitment process.

4.0 CONDITIONS OF JOB SHARING ARRANGEMENTS

- 4.1 Job sharing arrangements will not expire prior to the end of the six (6) month term and will only be terminated in accordance with this Article, unless the Chief exercises his/her discretion to grant early termination in exigent circumstances. In the event of early termination, the job sharing partners will be dealt with in accordance with 4.2, 4.3 and 4.4 below.
- 4.2 In the event one job sharing partner wishes not to renew the job sharing arrangement, such partner will provide no less than thirty (30) days written notice prior to the end of the six (6) month term to the job sharing partner, the Human Resources Branch, the Chief of Police and the President, of the Association. Subject to 4.3 below, the shared position will revert to full-time status, to be retained by the job sharing partner with the most seniority. The more junior partner will be returned to the position occupied by the Member prior to the commencement of the job sharing, provided such position remains vacant. In the event such position is no longer vacant, the Member will be considered for any vacancies for which they are qualified. There is no guarantee that the junior Member will be returned to their pre-job sharing platoon, Division, shift and/or assignment.
- 4.3 If the job sharing arrangement terminates as a result of the transfer, promotion, retirement or termination of one job sharing partner, but the Chief of Police and the remaining job sharing partner agree to continue the arrangement, the available half of the position will be posted. If a new qualified candidate is chosen, the arrangement will continue. If a qualified candidate is not found, the remaining job sharing partner will be given thirty (30) days notice that the position is reverting to a full-time

position to be retained by the remaining job sharing partner or, if necessary, filled in accordance with the Collective Agreement.

- 4.4 When a vacancy occurs from a Member taking maternity or parental leave, or a leave of absence of more than one month in length, the arrangement will continue if a Member can be found to replace the Member on leave.

The following shall apply:

- i) The remaining job sharing partner will be offered the opportunity to assume full-time hours of the position for the remainder of the maternity or parental leave of the arrangement, whichever ends first; or,
 - ii) The remaining Member may locate another Member and jointly make a written request to complete the remainder of the maternity or parental leave of the job sharing arrangement, whichever is shorter. A request in writing must be received by the Human Resources Director within ten (10) days of the notice of vacancy. In the event a request is not received or approved, the Human Resources Branch will post the vacancy to seek an applicant, to complete the remainder of the job sharing arrangement. If the remaining job sharing position is not filled, the arrangement will be terminated.
- 4.5 The Divisional Commander will evaluate the job sharing program on a continuous basis to ensure that work unit productivity does not deteriorate. If necessary, the Divisional Commander will resolve productivity concerns.
- 4.6 Job sharing arrangements are subject to adjustment or termination as requirements of the Service may dictate. Management will provide thirty (30) days written notification of such adjustment or termination to each job sharing Member, except under exigent circumstances.
- 4.7 Where in conflict, the terms of this Letter of Understanding will supersede the relevant articles in the Collective Agreement. In all other cases the Members are fully covered under the terms and conditions of the Collective Agreement.
- 4.8 The job sharing Members may vary the days worked, within their assigned shifts or block, on one (1) week's written notice and upon consent of their immediate supervisor. Job sharing Members are not eligible for split shifts.

5.0 JOB SHARING SALARY

- 5.1 Each Member will receive gross bi-weekly salary equal to fifty percent (50%) of the amount payable to a full-time Member at the same rank/classification, provided they work fifty percent (50%) of the time worked by a full-time Member of the same rank/classification.
- 5.2 The reconciliation of actual versus required hours worked will be conducted by Finance Payroll for all job sharing Members every six (6) months. Any required adjustment of hours will be made to/from the Member's annual leave, overtime, court time, statutory holidays or sick bank time, on a straight time basis. If there are insufficient hours in these banks, any overpayment will be recovered by deduction from the Member's bi-weekly

salary, which deductions the job sharing partner hereby authorizes as a condition of participating in job sharing.

6.0 PRO-RATING OF BENEFITS AND PERQUISITES

6.1 The job sharing Member will receive fifty percent (50%) of the Shift Premium, Experience Allowance, Clothing Allowance, Sick Time Credits, and Summer Leave Bonus that would otherwise be applicable had the Member not participated in the job sharing arrangement.

7.0 W.S.I.B.

7.1 For the purpose of W.S.I.B. claims, compensation will be fifty percent (50%) of the job sharing Member's pay had they been working on a full-time basis.

8.0 SERVICE

8.1 Service accumulation for seniority shall be pro-rated at fifty percent (50%) for each job sharing participant, such that the Member earns a maximum of six (6) months credited service for each year of service in the job sharing arrangement. The Member understands and acknowledges this will have the effect of lowering the Member's level of benefit, time eligible for the benefit, seniority in the organization and signing provisions for annual leave.

9.0 OVERTIME

9.1 Job sharing Members working beyond their full tour of duty will be entitled to overtime as per the Collective Agreement.

10.0 CALL BACK

10.1 In the event that a call back situation occurs, job share Members shall not be excluded. This shall be done in a fair and equitable rotational system to be paid as per the Collective Agreement.

11.0 COURT ATTENDANCE

11.1 Members who are required to attend court shall be paid in accordance with the Collective Agreement.

12.0 STATUTORY HOLIDAY CREDITS

12.1 Job sharing Members working the compressed work week schedule shall be entitled to fifty percent (50%) of the statutory holiday credits that would have been received by a full-time Member during the job sharing arrangement, as per the Collective Agreement.

13.0 ANNUAL LEAVE

13.1 Members are entitled to earn annual leave at a rate of fifty percent (50%) of their normal entitlement.

13.2 When an Member commences an arrangement after the signing of their annual leave, the Member will relinquish fifty percent (50%) of their entitlement for the period of the arrangement.

- 13.3 A Member whose arrangement ends December 31st in a given year shall be allowed to sign their full annual leave entitlement for the following year with their respective platoon and/or work unit.
- 13.4 When an Member terminates the arrangement, they must sign any additional annual leave entitlement at that time. This will be selected from any vacant time on the existing annual leave list.
- 13.5 The Member whose position is being shared or the Member, who remains within their original platoon and/or work unit, will be allowed to sign annual leave in accordance with the Member's individual seniority and the Collective Agreement.
- 13.6 where a second Member comes from another platoon and/or work unit, they will sign after all other employees of the platoon or in the work unit. If annual leave signing space becomes available during the term of the arrangement, (i.e. time relinquished by the job sharing partner), the second Member will be allowed to sign the newly available annual leave spaces with the Member of the new platoon and/or work unit. This shall be done in accordance with the individual seniority and the Collective Agreement.
- 13.7 Members working the compressed work week schedule shall apply statutory holidays as annual leave.
- 13.8 Members who over sign their annual leave entitlement, shall reimburse the police service by debiting their personal bank time (i.e. court time, overtime, statutory holiday pay time etc.).

14.0 PENSION

- 14.1 Pension contributions and credits will be adjusted in accordance with the O.M.E.R.S. Act and Regulations. Members will make contributions based on job sharing salary. Members are not eligible to buy back service through O.M.E.R.S. for Job Sharing periods of time.

15.0 SICK TIME

- 15.1 Sick time will be deducted on a per hour basis from the individual's accumulated bank time. Sick time from the central sick leave bank will be processed as per practice via Association request.

16.0 LIFE INSURANCE

- 16.1 Group Life and Accidental Death and Dismemberment Insurance are payable at fifty percent (50%) of the rate of a regular full-time Member. The principle sum shall be two times the job sharing salary.

17.0 BENEFIT COVERAGE

- 17.1 Benefit eligibility and entitlement is subject to the Rules and Regulations of the benefit plans and the benefit contract between the Regional Municipality of Waterloo, the Board and the Carrier.
- 17.2 Members are required to continue to maintain extended health care benefits and dental plans and shall pay the additional 50% of the premium paid by the Board.

18.0 ASSOCIATION DUES

18.1 Association dues and assessments payable by each job sharing participant will be paid at the rate of one hundred percent (100%) of the regular dues paid by full-time Members.

19.0 TRAINING

19.1 Job Sharing Members will be required to attend mandatory training days as scheduled with their assigned platoon.

20.0 OTHER

20.1 Any other benefit afforded to Members under the Uniform Collective Agreement and not addressed herein, shall be pro-rated for Members in job sharing arrangements.

Dated this 7th day of FEBRUARY, 2006.

ON BEHALF OF THE WATERLOO
REGIONAL POLICE SERVICES BOARD

Grace E. Sudden
Cheryl Howe
M. Mason

ON BEHALF OF THE WATERLOO
REGIONAL POLICE ASSOCIATION

[Signature]
[Signature]
R. Kelly Jowley

APPENDIX "F"
SHIFT SCHEDULES - UNIFORM

BETWEEN:

The Waterloo Regional Police Services Board, hereinafter referred to as the "Board" of the FIRST PART,

-AND-

The Waterloo Regional Police Association, hereafter referred to as the "Association" of the SECOND PART.

The Parties agree as follows;

NOTWITHSTANDING certain provisions in the Uniform Collective Agreement, which pertain to "Shift Schedules" or "Hours of Work", the following shall take effect on date of signing, as outlined below:

- I. Where a Branch has identified a need to work an alternate shift schedule, approved by the Chief or designate and the Association, the alternate shift shall include consecutive days worked and days off. A member shall work the same (10) ten continuous hours per shift in each working block. The work week shall average (40) forty hours. The defined alternate shift schedule shall include the definition of days, afternoons, and/or night shifts.
- II. Each newly agreed to work schedule shall be implemented on a trial basis pending an evaluation of its effectiveness after a (6) six month period. This evaluation shall be reviewed by the Chief of Police or designate and the Association, to determine the continuation of the schedule. Where multiple shifts are required, i.e. days, afternoons and/or nights, both parties shall agree upon the shift definition. **The agreed to definition of this shift will be documented in Human Resources.**
- III. Members may be permitted to work (10) ten hour shifts for (4) four consecutive days as approved by the Chief of Police or designate, subject to the exigencies of the service/branch.
- IV. The supervisor in charge of the Branch will ensure at all times that the schedule is posted at least (35) thirty-five days in advance.
- V. Employees will be entitled to all benefits and bonuses otherwise provided for in the Collective Agreement.

Dated this 11th day of February, 2004.

ON BEHALF OF THE WATERLOO
REGIONAL POLICE SERVICES BOARD

T. Galloway

J.E. Kissner

ON BEHALF OF THE WATERLOO
REGIONAL POLICE ASSOCIATION

Roger Goulard

R. Todd Loveday

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