

2005 - 2006 COLLECTIVE AGREEMENT

BETWEEN

WATERLOO REGIONAL POLICE SERVICES BOARD

- AND -

THE WATERLOO REGIONAL POLICE ASSOCIATION

CIVILIAN

EFFECTIVE JANUARY 1, 2005 TO DECEMBER 31, 2006

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GLOSSARY:

In this Agreement:

BOARD, means **The** Waterloo Regional Police Services Board.

ASSOCIATION, means The Waterloo Regional Police Association.

MEMBER, means a Civilian Employee of the Waterloo Regional Police Service to whom this Agreement applies.

THIS AGREEMENT made this 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 effectively defining, determining and providing for remuneration, pensions, sick leave credits, gratuities, privileges, grievance procedures and working conditions, except such working conditions as are governed by regulations made by the Lieutenant Governor in Council of said Act;

WHEREAS pursuant to Section 2 of the said Act, every person employed in the Police Service of the Waterloo Region is deemed to be a Member of that Service;

WHEREAS the parties hereto have reached an Agreement with respect to the above mentioned matters for the current year(s) relating to the Civilian Employees.

NOW THIS AGREEMENT WITNESSETH that in consideration of the said Agreement, and of the premises, the parties hereto agree as follows:

RECOGNITION AND SCOPE

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

The Board agrees there will be no discrimination, interference, restrictions or coercion exercised or practiced by the Board or by any of their representatives with respect to any Member by reason of race, colour, age, sex, marital status, national origin, political or religious affiliation, nor by reason of the Member's membership in the Association.

The Association agrees there will be no discrimination, interference, restrictions or coercion exercised or practiced by the Association or by any of its Members or representatives of the Association with respect to any Member who is not a Member of the Association.

ARTICLE 1 - MANAGEMENT RIGHTS

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

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

ARTICLE 2 - SALARIES

- 2.01** Job classifications and salaries shall be in accordance with Appendix "A" hereto.
- 2.02** The Board agrees that the salaries shall be paid to the Members bi-weekly.
- 2.03** Any Member detailed to perform duties in a higher-rated category for which they are qualified shall be paid on the basis of the higher category so relieved from the date of assumption.
- 2.04** Members who are promoted to a higher category (either on a temporary or permanent assignment) will be paid a rate half way between the classification which they are leaving and the classification to which they have been promoted at the same year level in each case but not less than start rate in the promoted category. Within a sixty (60) day period following promotion, the Member may elect to return to their former

position, similarly the Board may return the Member to their former position. A Member who is returned to their former position shall be entitled to a written explanation for the decision on request. Following the completion of a six (6) month probationary period satisfactory to the Board, said Member's salary will be adjusted to the full level of the classification and year level to which they have been promoted. For purposes of job postings, an eligibility list will remain in effect for three (3) months, without re-posting, using the next highest ranked applicant on the eligibility list.

- 2.05 The rate of pay for a Member temporarily assigned for Service efficiency, by the Officer-in-Charge. to a lower rated classification will not be changed for the period of the temporary assignment.
- 2.06 Members who are designated and assigned by the Branch Commander as Training Personnel and are required to train, assess and provide written recommendations on the performance, capability or continued employment/ reclassification for a permanent or temporary employee shall receive, while so assigned and engaged, a bonus of Fifteen (\$15.00) Dollars per day. Such bonus will be paid quarterly. For the purpose of this Article, the training bonus is intended to be given to any Member required to train a new, permanent, or temporary employee, who will fill a position for a three month period or longer.

ARTICLE 3 - SERVICE PAY

- 3.01 Each Member who has five (5) or more years continuous service shall annually on or before the 1st day of December be paid Eight-five (\$85.00) Dollars for each completed five (5) years of continuous service.

ARTICLE 4 - ASSOCIATION DUES

- 4.01 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.

- 4.02 The Board agrees to supply the Association, with a current alphabetical listing of personnel on a bi-annual basis, including address, phone number and postal code. This is not to preclude the current co-operative exchange of information.
- 4.03 Two (2) accredited elected representatives of the Association will each be allowed five (5) consecutive days and essential travel time to attend the Annual conference of the Police Association of Ontario. Arrangements will also be made on request to switch duties of another Member so that representatives may attend the Conference. The Association may choose to utilize one of these two (2) leaves for attendance at the Annual Conference of the Canadian Professional Police Association.
- 4.04 Two (2) Members of the Association shall be paid for such portion of time so spent so as to represent hours that they would normally have been on duty at the expense of the Board and any additional Members who attend shall be so paid and the cost thereof shall be charged to the "Bank" established under Article 4.06.
- 4.05 Two (2) Members of the Association will be allowed two (2) days and essential travelling time to attend three (3) two-day executive meetings of the Police Association of Ontario. Arrangements will also be made upon request to switch the duties of another Member so he or she may attend three (3) two-day executive meetings of the Police Association of Ontario.
- 4.06 Each Member shall have one (1) hour deducted from their accumulated overtime and the value of the time so deducted shall be used to provide the payment to be made to Members under Article 4.09. Whenever this "Bank" is exhausted it will be replenished by deducting a further hour from the accumulated overtime of each Member. The Board will provide to the Association at four month intervals, a statement of the "Bank" which will identify credits, debits and the balance at the end of each period.
- 4.07 This Agreement applies to all Members as of the date of permanent or temporary employment.

4.08 A Member 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 including fringe benefits. However, the Member's unused sick leave credits shall be drawn from the Central Sick Leave Bank as per Article 15.10 and shall be credited to their individual Sick Leave Bank. Sick leave taken shall be reported annually to the Administration. The provisions of this Article shall be interpreted as to allow for a leave of absence for a maximum of two (2) Members irrespective of whether the Member is covered by the provisions of the Civilian or Uniform Agreement.

- 4.09
- (1) Members of the Board of Directors and Executives of the Association shall be entitled to time off duty to attend regular fortnightly meetings of the Association; and
 - (2) one (1) Member of the Board of Directors and Executives of the Association who is covered by this Agreement having provided two weeks notice shall be entitled to time off duty to attend workshops or seminars which are sanctioned by the Association; and
 - (3) additional Members of the Board of Directors and Executives of the Association not covered by the provisions of paragraph (2) or those required to attend Committee Meetings sanctioned by the Association may, subject to the exigencies of the Service, be granted time off duty to attend to such Association business.

Each such Member referred to in paragraphs (1) through (3) shall be paid for such part of the time so spent so as to represent hours that he or she would normally have been on duty and the cost thereof shall be charged to the "Bank" established under Article 4.06. Notwithstanding the authority to make these deductions, where Members are required to attend negotiations with the Board or other Joint Management/Association Meetings, no deduction will be made from the "Bank" but such time will be deemed to represent hours that the Member(s) would normally have been on duty and the time applied towards the Members' regularly scheduled shift provided that the shift falls within twenty-four (24) hours of the meeting. In the application of this Article a Member shall not be

entitled to overtime and a meeting which exceeds six (6) hours shall be considered a full shift worked.

ARTICLE 5 - HOURS OF WORK

- 5.01 The normal work week shall consist of five (5) eight (8) hour days with one (1) hour **for** a rest or lunch period, from Monday to Friday, inclusive, except as provided for in Article 5.05 (Shift System).
- 5.02 The normal work day for those not on the Shift system or the shift identified in Appendix "F" will be one in which eight (8) consecutive hours are scheduled between 7:00 a.m. and 6:00 p.m. Where a Member is working the day shift in months other than those identified in Article 5.03 the Supervisor in charge shall date and post the schedule 35 days in advance.
- 5.03 During the period June 1 to August 31 inclusive, the day shift shall start at 8:00 a.m. and end at 4:00 p.m.
- 5.04 A fifteen (15) minute rest period shall be granted to all Members during each half of their daily shift, with such time at the discretion of the Supervisor.
- 5.05 1. The Compressed Work Week shift system of work referred to in this Article, shall be determined by the 10 hour/35 day schedule and the work week shall average 35 hours as follows:
- (a) DAY SHIFT shall be ten (10) consecutive hours between 0600 and 1800 (including a one (1) hour unpaid lunch or rest period), and includes Saturday, Sunday and legal holidays.
 - (b) EVENING SHIFT shall be ten (10) consecutive hours between 1300 and 0300 (including a one (1) hour unpaid lunch or rest period), and includes Saturday, Sunday and legal holidays.
 - (c) NIGHT SHIFT shall be eight (8) consecutive hours between 2000 and 0800 (including a one (1) hour unpaid lunch or rest period), and includes Saturday, Sunday and legal holidays.
2. This shall not prevent the Board from assigning positions not now on the 10/35 Compressed Work Week to a rotating 8 hour shift routine as follows:

- (a) DAY SHIFT shall be eight (8) consecutive hours between 0600 and 1800 (including a one (1) hour unpaid lunch or rest period), and includes Saturday, Sunday and legal holidays.
 - (b) EVENING SHIFT shall be eight (8) consecutive hours between 1300 and 0300 (including a one (1) hour unpaid lunch or rest period), and includes Saturday, Sunday and legal holidays.
 - (c) NIGHT SHIFT shall be eight (8) consecutive hours between 2000 and 0800 (including a one (1) hour unpaid lunch or rest period), and includes Saturday, Sunday and legal holidays.
3. Consecutive days off shall be granted except in emergencies. The discretion of the Chief of Police shall be absolute in determining the emergency of the situation.
- 5.06 A Member working the Compressed Work Week shift system shall be required to work ten (10) consecutive hours, with a one (1) hour break for lunch or rest period, or eight (8) consecutive hours with a one (1) hour break, whichever is applicable.
- A Member working a rotating eight (8) hour shift system shall be required to work eight (8) consecutive hours with a one (1) hour break for a rest or lunch period, followed by at least sixteen (16) consecutive hours off duty, except when changing shifts when a clear eight (8) hours must be given. This shall not apply to prevent overtime.
- 5.07 Each Member working the eight (8) hour rotating shift system shall be entitled to eight (8) days off duty out of every twenty-eight (28) day period on the average.
- 5.08 Any **request** for changes in days off or shifts must be approved by the Officer-in-Charge of the branch in which the Member is serving.
- 5.09 Notification of change of shifts shall normally be given to the affected Member at least forty-eight (48) hours prior to such change, unless there is an emergency declared by the Officer-in-Charge. Such notification shall not preclude the Member from entitlement to the overtime provision of Article 5.10.
- 5.10 Members who are required, due to the exigencies of the Service, to work an unscheduled shift change, shall have the overtime rate applied for the following shift worked.

- 5.11 The Board and the Association may by mutual agreement implement shift schedules other than those provided in this Article. Such agreement shall be in writing and included as Appendix "F".

ARTICLE 6 - SHIFT PREMIUMS

- 6.01 Members, except Building Maintenance Staff and those detailed to steady day shift, shall be paid in addition to and as part of their regular annual salary, in lieu of shift premium, the sum of Four Hundred (\$400.00) Dollars if required to work three (3) shifts and Two Hundred and Fifty (\$250.00) Dollars if required to work two (2) shifts.
- 6.02 When a Member works overtime as a continuation of the day shift, or is called in outside of their regular hours, he or she shall not receive any shift premium.
- 6.03 Building Maintenance Staff required to work the shift system as provided for in Article 5 shall receive Forty-Five (45) Cents per hour for evening and Sixty (60) Cents per hour for night shift additional compensation for all hours worked. Payment of the shift premium to each Member shall be paid on a bi-weekly basis.

ARTICLE 7 - OVERTIME - COURT TIME

- 7.01 (a) Overtime shall mean all hours worked in excess of a regular seven (7) hour shift exclusive of the unpaid meal period for Members working the day shift or rotating eight (8) hour shift system.
- (b) Overtime shall mean all hours worked in excess of the regularly scheduled hours as per Article 5.05 1. for Members working the Compressed Work Week shift system.
- (c) Overtime shall include all unpaid lunch hours worked by Members due to the exigencies of the Service.
- 7.02 Overtime as per Article 7.01 shall be paid at a rate of time and one-half (1½) the Member's regular hourly rate of pay for all such hours worked, provided that if any overtime period exceeds nine (9) cumulative hours, the excess will be paid at double time. If overtime beyond the nine (9) cumulative hours extends into the Member's next following shift, that shift shall be paid at double time. For the purpose of this Article, cumulative shall be hours worked immediately before and after the Member's regular scheduled shift.

- 7.03 Where overtime worked by a Member is in excess of twenty (20) minutes, such Member shall be paid for one (1) hour at overtime rate and after the first hour overtime shall be claimed and paid for each quarter (¼) hour or part of a quarter (¼) hour worked.
- 7.04 Overtime and premium payments shall not pyramid under any circumstances.
- 7.05 A Member attending court in off time on matters arising from the performance of their departmental duties will receive a minimum credit of three (3) hours at time and one-half (1½). Should a court sitting extend beyond three (3) hours the additional hour(s) or part thereof shall be payable at time and one-half (1½). Morning and afternoon attendances shall be recorded as separate appearances. Morning court **shall** be deemed to be any sitting which commences at or after nine (9:00) a.m. and ends at or before one-thirty (1:30) p.m. If morning court extends beyond one-thirty (1:30) p.m. it shall be deemed to be an afternoon appearance. Afternoon court shall be deemed to be any sitting which commences at or after one-thirty (1:30) p.m. and ends at or before five-thirty (5:30) p.m.
- 7.06 Members attending court on a day off or after working the late night shift or any scheduled shift which extends beyond midnight shall be credited with six (6) hours per appearance. Any shift which extends beyond midnight, subject to the exigencies of the Service, shall be re-scheduled to an earlier start.
- 7.07 A Member who is required to attend court during their annual leave and/or block of statutory holiday leave (a minimum of twenty-seven (27) 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.
- 7.08 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 their 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.

- 7.09 The rate per hour for overtime pay and court-time will be calculated on the Member's basic annual salary for fifty-two (52) weeks of thirty-five (35) hours. The salary level for the purpose of this calculation will be the level to which the Member is entitled on the date of the payout.
- 7.10 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).
- 7.11 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.
- 7.12 A Member who attends court more than 60 km outside the boundaries of the Regional Municipality of Waterloo while off duty shall be paid one (1) minute for each kilometre travelled from Headquarters for travelling time for travel by motor vehicle to a maximum of eight (8) hours. Air travel time will be treated as on duty time, subject to the stipulation that no overtime will be allowed.

ARTICLE a - CALL-om, STAND-BY AND ON-CALL

- 8.01 Members who are called out to report for duty at any time that is not within one (1) hour of 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 negligent or improper act on the part of such Member during the course of their duty.
- 8.02 A Member who is called out to report for duty during their annual leave and/or block of statutory holiday leave (a minimum of twenty-seven (27)

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.

8.03 When a Member is required to be on stand-by, he or she is 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 he or she is entitled to three (3) hour's pay. Stand-by is a period of time during which in accordance with Administrative procedures established by the Chief of Police, 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, or call-out. 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.

8.04 A Member who is assigned to on-call duty, as designated by their Supervisor, shall be paid at the rate of one-quarter (¼) 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 - PAYMENT FOR OVERTIME, COURT-TIME, ETC.

9.01 The Board agrees that all hours earned under Articles 7 and 8 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 9.02.

(c) A current account of hours standing to a Member's credit will be individually distributed monthly.

- 9.02 On request of the Member and at the discretion of the Chief of Police, a Member may be granted casual days or portion thereof off duty. Such casual leave will be debited against any accumulation of court and overtime standing to the Member's credit.
- 9.03 Where a Member transfers from the civilian bargaining unit to the uniform bargaining unit, overtime accrued to the date of transfer will be paid out at the time of transfer.

ARTICLE 10 - LEGAL INDEMNIFICATION

- 10.01 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 tort feasons 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 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.

- 10.02 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.
- 10.03 The Officer-in-Charge shall be required to give an active Association Board Member immediate notification of any investigation involving the Special Investigations Unit.
- 10.04 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.
- 10.05 The provisions of 10.01 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 10.01. Legal advice and/or counsel in each case will be the subject of discussion between the Board and the Association.
- 10.06 Notwithstanding clause 10.01, the Board may refuse payment otherwise authorized under Article 10.01 where the Board can establish that the actions of the Member from which the charges arose amounted to a gross dereliction of duties.

ARTICLE 11 - MEAL ALLOWANCE

- 11.01 A Member who is out of the Region over a normal meal period on duty or on a court attendance arising from the performance of 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.

- 11.02 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 11.01. If due to the exigencies of the Service, a Member works a full seven (7) 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 12 - EDUCATION ALLOWANCE

- 12.01 A Member who attends a course of study relevant to the Police Service approved by the Board shall receive an interest free loan to pay the tuition fee, which loan will be forgiven on successful completion of the course, or 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.
- 12.02 The Board will provide at its **own** expense all textbooks or study materials relevant to any Service screening test.
- 12.03 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.
- 12.04 Members who use their **own** automobiles to attend courses of instruction outside the Region which they are required to attend by the Board will receive mileage at the Regional Municipality of Waterloo mileage rate, subject to the following conditions:
- (a) one (1) trip to attend course of instruction;
 - (b) one (1) additional trip for each five (5) weeks of completed course of instruction;
 - (c) additional trip(s) for the purpose of attending court or other authorized police duties;
 - (d) travel allowances provided by other levels of government are to be paid over to the Service in exchange for mileage.

ARTICLE 13 - BENEFIT COVERAGE

13.01 Each Member shall be provided with the benefit coverage described in this Article, subject to the terms and conditions of the Health Insurance Act or the applicable insurance policy. The Board may change the insurance carrier for any benefit from time to time provided that the benefits will be at least equivalent to those provided in the previous 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.

13.02 **Provincial Health Plan**

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

13.03 **Extended Health Care Plan**

Each Member, upon completion of ninety (90) days service, will be enrolled in the Extended Health Care Plan 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 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 company) required for temporary therapeutic use,
- **trusses, crutches and braces,**
- artificial limbs or eyes or other **prosthetic appliances,**
- **interuterine devices,** but not including fees for insertion.
- **oxygen,**
- diagnostic laboratory and x-ray **examination,**
- licenced ground **ambulance** service to the nearest hospital equipped to provide the required treatment,
- emergency **air ambulance** service,
- services of a **dental surgeon** required for the treatment of a fractured jaw or for the treatment of accidental injuries to natural teeth if the fracture or injury was caused by external, violent and accidental means, provided the service is performed within thirty six (36) months of accident,
- services of a **registered massage therapist** limited to 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.
- services of an **Audiologist** limited to Seventy-Five (\$75.00) Dollars per three (3) consecutive calendar years,
- **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,
- 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.

13.04 Dental Plan

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 82000. 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 dependent.

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

13.05 Group Life and Accidental Death and Dismemberment Insurance

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

13.06 Dependent Life Insurance

Each Member with eligible dependents, upon completion of ninety (90) days service, will be provided, at the expense of the Board, with Dependent Life Insurance coverage, of Twenty Thousand (\$20,000) Dollars for spouse and Ten Thousand (\$10,000) Dollars for each eligible child.

13.07 Spouse of Deceased ~~Member~~ Coverage

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

- (a) age sixty-five (65), 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.

13.08 Retired Members Coverage

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

- (a) Extended Health Care Plan; as provided in Article 13.03, premiums to be borne one hundred percent (100%) by the Board.
- (b) Dental Plan; as provided in Article 13.04, premiums to be borne one hundred percent (100%) by the Retiree. (Post-dated Cheques will be provided in advance and the Plan shall be administered by the Board).

(c) 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 for Members who retire on or after June 30, 1987. Coverage shall be provided in the amount in effect on the date of retirement, from date of retirement to the end of the month in which the Member attains the age of sixty five (65) years.

13.09 Spouse of Deceased Retiree Coverage

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

13.10 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.

13.11 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 14 - PENSION PLAN

14.01 The Board shall provide for all Members the maximum benefits available under the Ontario Municipal Employee's Retirement System (OMERS) Supplementary Plan.

1. That an immediate provision of a supplementary pension payable in full at sixty-five (65) years of age, be implemented to provide that the total pension payable from the OMERS and any former pension plan

is equal to two (2%) percent of the employee's highest average sixty (60) consecutive months earnings, multiplied by their years of credited service at retirement to a maximum of thirty-five (35) years service. Such "credited service" to include all "true past service" from date of employment with present employer.

2. That an early retirement benefit be provided to permit early retirement without actuarial reduction in benefits within ten (10) years prior to a Member's normal retirement date, when:
 - (a) The Member is declared by the Board to be unable to perform the duties of their employment due to mental or physical incapacity (partial disability).
 - (b) The Member has completed thirty (30) years of service with the Board.
3. That all past service costs be paid by the Board.
4. Each participating Member shall have deducted from their salary the amount required by the OMERS Act and Regulations to be contributed by the Member.

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

14.03 Interested and qualified Members are allowed to purchase past service in accordance with OMERS Regulations as follows:

- (i) service with any municipality or local Board based in Canada;
- (ii) service with the Civil Service of Canada or of any Province of Canada;
- (iii) service with the staff of any Board, Commission or public institution established under any act of Canada or any Province of Canada.

- (1) That effective January 1st of the current bargaining year, any Member may establish "optional service" in the existing pension provisions for all or any part of such service, in accordance with the provisions of the OMERS Act and Regulations; and,

- (2) Further that the payment for such "credited optional service" will be in accordance with the provisions of the OMERS Act and Regulations; and,
- (3) Further that the application for such "credited optional service" will be in accordance with the provisions of the OMERS Act and Regulations."

ARTICLE 15 - SICK LEAVE, SICK LEAVE BANK

- 15.01 Each Member covered by this Agreement shall be credited with ten and one-half (10½) hours of accumulated sick leave for every month of continuous service.
- 15.02 Any Member who is off on paid sick leave shall, nevertheless, be deemed to be on continuous service for the purpose of this Article only.
- 15.03 The hours of unused sick leave shall be accumulated.
- 15.04 A current account of hours standing to a Member's credit will be distributed annually.
- 15.05 Each Member covered by this Agreement with less than five (5) years continuous service and having accumulated sick leave who retires at normal retirement date, or after any extension thereof, or who is dismissed by reason of ill health, or resigns for reasons of ill health as certified by the Board's physician in consultation with the Member's physician, shall be granted a leave with pay at the current rate of pay for one-half (½) the number of hours then standing to their sick leave credit, but payment for such leave shall not exceed one-half (½) of their yearly salary at the current rate of pay.
- 15.06 After completing five (5) years of continuous service, each Member covered by this Agreement, upon their resignation, shall be granted one-half (½) of their accumulated sick leave at their current rate of pay. The pay shall not in any event exceed one-half (½) of their current yearly salary. The accumulated sick leave payout will not apply to Members hired after date of ratification.
- 15.07 In the case of the death of the Member the payment will be made to their estate.

- 15.08 A Member who is off work because of illness or non-compensable injury will receive full pay on an hour for hour basis to the extent of their unused credits.
- 15.09 The current hourly rate of pay mentioned in the provisions of this Article of the Agreement shall be computed by dividing the amount of the Member's yearly salary in effect at the date of their retirement or resignation by one thousand eight hundred **and** twenty (1820).
- 15.10 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 he or she has 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**, he or she 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.
- 15.11 When a Member 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, he or she will be entitled to their full pay while he or she is thereby incapacitated and there shall be no **loss** of accumulated sick leave credits. "Full Pay" shall be interpreted so as to preclude the possibility of a Member receiving a greater net pay while on Compensation than while working. Pension and benefit calculations are to be based upon the Member's salary as per Appendix "A".
- 15.12 A Member absent on Workers' Compensation as a result of an action involving a third party shall notify the 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 him or her during a period of incapacity. The recovery shall be payable to the Board when received.

Upon reimbursement, sick leave hours used shall be restored to the Member's Sick Leave Bank or the Central Sick Leave Bank, as the case may be.

- 15.13 Sick leave may not be used where an accident or injury results in lost time which was caused by a third party unless the Member agrees in writing to permit the Board to subrogate its claim. If the Member sues the third party, recovery of the benefits shall be included in the action and paid over to the Board when received. If the Member elects not to sue, the Board may sue in the name of the Member for its subrogated claim.

Upon reimbursement, sick leave hours used shall be restored to the Member's Sick Leave Bank or the Central Sick Leave Bank, as the case may be.

ARTICLE 16 - PREGNANCY AND PARENTAL LEAVE

- 16.01 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.

16.02 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.

16.03 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 he or she may be entitled similar to other Members terminating their employment with the Service.

- 16.04 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.

- 16.05 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 14, 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 16.01 (2) shall be reassigned to station duties.
- (8) Where a Member is reassigned to station duties due to pregnancy, the Member shall be allowed to wear civilian clothing. This clothing shall be dry cleaned in accordance with Article 24.02.
- (9) A Member on pregnancy and/or parental leave who is required to attend court shall be paid in accordance with Article 7.07. 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) 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.

16.06 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.

16.07 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 17 - ADOPTION LEAVE

17.01 A Member who does not take parental leave as provided in Article 16 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 18 - MARRIAGE LEAVE

18.01 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 purpose 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 19 - BEREAVEMENT LEAVE

19.01 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

19.02 At the discretion of the Chief of Police, additional days to those allowed under Article 19.01 may be granted pursuant to Articles 21 and 22.

ARTICLE 20 - PERSONAL LEAVE

20.01 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 21 - ANNUAL LEAVE

- 21.01 Each Member covered by the Agreement shall be granted, during the term of this Agreement, annual vacations with pay at the current rate of pay as follows:
- 21.02 All Members with less than one (1) year of continuous service shall receive seven (7) hours off **for** each month of service up to a maximum of seventy (70) hours.
- 21.03 All Members having completed one (1) or more years of continuous service shall receive seventy (70) hours.
- 21.04 All Members having completed three (3) or more years of continuous service shall receive one hundred and five (105) hours.
- 21.05 All Members having completed ten (10) or more years of continuous service shall receive one hundred and forty (140) hours.
- 21.06 All Members having completed sixteen (16) or more years of continuous service shall receive one hundred and seventy-five (175) hours.
- 21.07 All Members having completed twenty-three (23) or more years of continuous service shall receive two hundred and ten (210) hours.
- 21.08 All Members having completed thirty (30) or more years of continuous service shall receive two hundred and forty-five (245) hours.
- 21.09 Any Member taking their annual leave in the months other than June, July, August and September shall receive Three Hundred (\$300.00) Dollars bonus. A Member who takes at least seventy-five (75%) percent of, but

not all of their annual leave outside the months mentioned shall receive a proportionate part of the Three Hundred (\$300.00) Dollars. Where Members are assigned to the Compressed Work Week the additional thirty-five (35) hours of time which may be taken in lieu of Statutory Holiday, pursuant to 22.05 and 22.06 is to be considered annual leave for this purpose. To qualify the Member must have completed one (1) year service with the Waterloo Regional Police Service.

- 21.10 statutory leave referred to in Article 22.05, shall be signed as blocks of Statutory leave after all Members have signed their allotted annual leave.
- 22.11 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.
- 21.12 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 Supervisor. All requests will be in writing and supported by a Doctor's certificate.
- 21.13 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.
- 21.14 A list bearing the seniority of the affected Members shall be attached to all annual leave signing schedules.
- 21.15 Members shall sign annual leave entitlements by seniority and based on the exigencies of the work unit, pursuant to Article 28.04.

ARTICLE 22 - STATUTORY HOLIDAYS

- 22.01** 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 |
- 22.02** A Member not working the shift schedule identified in Article 5.01 and who is required to work on a statutory holiday shall be paid at the rate of one and one-half (1½) times the regular rate of pay for all hours worked on such day.
- 22.03** Members working the straight Monday to Friday day shift who are regularly scheduled to work on a paid statutory holiday shall receive pay for such work at the rate of time and one-half (1½) of their regular rate and shall be given a day off with pay in lieu of such holiday, as provided in 22.01.
- 22.04** When any of the above mentioned statutory or declared holidays fall on a Saturday or Sunday, and are not proclaimed as being observed on some other day, a day off in lieu thereof shall be granted.
- 22.05** Members working the shift system as set out in Article 5, will receive twelve (12) days or eighty-four (84) hours holidays, in lieu of statutory holidays as provided in 22.01. Five (5) days or thirty-five (35) 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 forty-nine (49) hours will be taken in time off in a block of twenty-seven (27), thirty-six (36) or forty-nine (49) 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 their Supervisor who shall make a determination within three (3) working days.
- 22.06** In each year in lieu of taking the thirty-five (35) hours referred to in Article 22.05, a Member may take those hours as a block of statutory holiday leave or casual time off, provided the Member so requests in writing and provided the request is authorized by the Chief of Police. Casual time off for this purpose shall not be less than two (2) hours.

Members determining whether to be paid or take statutory holidays off after November 1st shall submit the request on or before October 15th on a Special Request Form and their Supervisor shall make a determination within three (3) working days.

- 22.07 Members, excluding Civilian Court Staff, working the straight Monday to Friday day shift may request in writing to be granted time off in lieu of Heritage Day, Easter Monday or Remembrance Day. Casual time will be granted in lieu of one or more of these days, at a time mutually agreeable between the supervisor and the Member. Casual time for this purpose shall not be less than two (2) hours. When a Member makes **such** a request, that Member will forfeit the benefit provided in Article 22.03 for the particular day which is the subject of the request.
- 22.08 If a Member is scheduled to work both Christmas Day and New Year's Day, he or she shall be entitled to exchange one of their regular days off for one of those days. This shall not apply to Members working the Compressed Work Week shift system. however, notwithstanding this, the Association and the Administration agree that if the Administration can reasonably schedule these otherwise entitled days, they (the Administration) shall do so.
- 22.09 If a Member is scheduled to work both Christmas Eve and New Year's Eve, he or she shall be entitled to exchange one of their regular days off for one of those days. This shall not apply to Members working the Compressed Work Week shift system, however, notwithstanding this, the Association and the Administration agree, that if the Administration can reasonably schedule these otherwise entitled days, they (the Administration) shall do so.

ARTICLE 23 - SPECIAL DUTY

- 23.01 Whenever a Member is designated to perform duties of a matron or prisoner escort, such Member shall receive in addition to their regular salary, an allowance at the rate of Six Hundred (\$600.00) Dollars per annum while so designated, such allowance to be pro-rated quarterly.
- 23.02 When required under this Article, authorized overtime shall be paid on the same basis as outlined in Article 7.02.

ARTICLE 24 - CLOTHING AND FOOTWEAR

- 24.01 Clothing and footwear will be issued to the Maintenance Staff, Property Clerks and Special Constables in accordance with Service regulations.
- 24.02 Special Constable's and Maintenance Staff uniforms will be dry cleaned bi-weekly or as required; Identification Lab Technician's and Property Clerk's clothing will be *dry* cleaned bi-weekly or as required.

ARTICLE 25 - SPECIAL LICENCES

- 25.01 Where a Member of the Maintenance Staff holds a valid Ontario Provincial Licence necessary for the proper performance of their duties, he or she will be paid annually the fee necessary to keep their licence in good standing whilst in the employ of the Service. Proof of the payment of the annual fee shall be shown to the Chief of Police prior to any payment being authorized.

ARTICLE 26 - PROBATIONARY PERIOD

- 26.01 The Board may dispense with the services of any Member without cause within six (6) months of their appointment to the Service.
- 26.02 When a Temporary employee is hired on a permanent basis, the time worked during the temporary position shall be considered the probationary period provided that the permanent position is the same as the temporary position.

ARTICLE 27 - LAY OFF

- 27.01 In the event of a lay off, the last Member hired shall be the first laid off and the last Member laid off shall be the first requested to return provided the senior Member already possesses the necessary skill, ability and competence to perform the work available. A senior Member laid off out of sequence or passed over for recall shall be entitled to receive an explanation of the choice made on request.
- 27.02 Where the length of seniority is the same, the alphabetical order of surnames shall apply.

ARTICLE 28 - SENIORITY

- 28.01 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.

28.02 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 20 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.

28.03 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.

28.04 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 29 - COURT REPORTER DUTIES

29.01 No Member of the Police Service will be required to perform duties of a court reporter for the purpose of any proceeding under the Police Services Act or any other official hearing requiring a report.

ARTICLE 30 - PURGING OF FILES

- 30.01 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 a charge against a Member;
 - d) all records of any Provincial Offence conviction two (2) years after the date of conviction;
 - e) all records of any Criminal Offence five (5) years after the date of conviction where there was a conditional or absolute discharge;
 - f) all records of any formal discipline or conviction under the Police Services Act two (2) years after the last formal discipline or conviction provided the confirmed penalty (after all appeal procedures have been exhausted) does not exceed the forfeiture of forty (40) or more hours pay or leave, or forty (40) or more hours suspension without pay.

ARTICLE 31 - RECLASSIFICATION

31.01 See Appendix "B" following, made part of this Agreement.

ARTICLE 32 - APPENDICES

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

ARTICLE 33 - GRIEVANCE PROCEDURE

33.01 See Appendix "C" following, made part of this Agreement.

ARTICLE 34 - DURATION OF AGREEMENT

34.01 This Agreement, except as provided herein, shall take effect on the 1st day of January, 2005 and continue in effect until the 31st day of December, 2006, and thereafter until replaced by a new Agreement, Decision or Award. If either Party to this Agreement shall desire to amend or otherwise alter or revise any Article, they shall so indicate to the other Party in writing within the period of ninety (90) days before the Agreement ceases to operate,

their intention to amend, alter or revise this Agreement. The Agreement shall enure to and be binding upon not only the Parties hereto agreed but also their respective successors and assigns.

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

ON BEHALF OF THE WATERLOO
REGIONAL POLICE SERVICES BOARD

Grace E. Sudden
Grace Sudden

Patti Haskell
Patti Haskell

Cheryl Lowe
Cheryl Lowe

M. Mann
Michael Mann

ON BEHALF OF THE WATERLOO
REGIONAL POLICE ASSOCIATION

R. Todd Loveday
Todd Loveday

Peter Pisarchuk
Peter Pisarchuk

Michael Sullivan
Michael Sullivan

Steven Schmelzle
Steven Schmelzle

Manny Baiorte
Manny Baiorte

Paul Eckert
Paul Eckert

Lynne Pappas
Lynne Pappas

A P P E N D I X " A "

WATERLOO REGIONAL POLICE

CIVILIAN POSITION CLASSIFICATIONS

<u>GRADE</u>		<u>Jan 1/05</u>	<u>Jan 1/06</u>	
A	step 1	\$28,298	\$29,218	
	step 2	\$29,963	\$30,937	
	step 3	\$31,627	\$32,655	
	step 4	\$33,292	\$34,374	
B	Clerk, Major Case Unit	step 1	\$31,908	\$32,945
	Dictatypist	step 2	\$33,785	\$34,883
	Records Clerk, Reader/Coder	step 3	\$35,662	\$36,821
	Records Clerk, Charges	step 4	\$37,539	\$38,759
	Secretary, Research & Planning			
	Secretary, Youth Division #1			
	secretary, Detectives Division #1			
Secretary, Court Case Management				
C	Audio-Visual Technician Assistant	step 1	\$35,983	\$37,153
	Building Maintenance	step 2	\$38,100	\$39,338
	Clerk, Alarms Information	step 3	\$40,216	\$41,524
	Clerk, Collision Reports	step 4	\$42,333	\$43,709
	Clerk, Fleet/Inventory			
	Clerk, Headquarters Reception			
	Clerk, Purchasing			
	Clerk, Supplies/Inventory			
	CPIC Operator			
	Crime Stoppers Assistant			
	Records Clerk			
	Records Clerk, Criminal			
	Records clerk, Insurance			
	Records Clerk, Warrants			
	Secretary, Community Resources			
	Secretary, Detectives Division #2			
	Secretary, Detectives Division #3			
	Secretary, Forensic Identification			
	Secretary, Fraud			
	Secretary, Human Resources Reception			
	secretary, Investigative Services			
	Secretary, Investigative Services (Drugs)			
	Secretary, POA Court			
	Secretary, Policing Standards/Quality Assurance			
	Secretary, Support			
	Secretary, Traffic Services			
	Secretary, Training			
	Operator			

A P P E N D I X " A "

WATERLOO REGIONAL POLICE

CIVILIAN POSITION CLASSIFICATIONS

<u>GRADE</u>		<u>Jan 1/05</u>	<u>Jan 1/06</u>
<u>D</u>			
Access to Information Assistant	Step 1	\$40,574	\$41,892
Accounts Assistant	Step 2	\$42,961	\$44,357
Audio-visual Technician - Producer	step 3	\$45,347	\$46,821
Benefits Assistant	step 4	\$47,734	\$49,285
Clerk, Front Desk			
Computer Operator			
Crime Analyst			
Divisional Administrative Assistant			
Evidence Management Assistant			
Human Resources Assistant			
Intelligence Analyst/Assistant			
Job Analyst			
PC Support Technician			
Payroll Assistant			
Secretary, Criminal Court			
Secretary, Legal Services			
senior Computer Operator			
Victim Services Counsellor			
ViCLAS/sex Offender Registry/High Risk Offender Assistant			
<u>E</u>			
Communicator	step 1	\$45,749	\$47,235
Driver Trainer	step 2	\$48,440	\$50,014
Forensic Identification Technician	Step 3	\$51,131	\$52,792
IT Programmer Analyst	step 4	\$53,822	\$55,571
Recruiter/Analyst			
Special Constable			
Special Events Co-ordinator			
<u>F</u>			
Assistant Manager, Records & Archives	step 1	\$51,576	\$53,253
Data Security Analyst	step 2	\$54,610	\$56,385
Fitness & Wellness Co-ordinator	step 3	\$57,644	\$59,518
IT Micro Computer Programmer	step 4	\$60,678	\$62,650
Mobile Workstation Technician			
Public Affairs Co-ordinator			
Research Analyst Planner			
<u>G</u>			
HR Assistant, RTW Co-ordinator, WSIB	Step 1	\$58,144	\$60,034
PRIDE Micro computer Network Analyst	step 2	\$61,565	\$63,565
	step 3	\$64,985	\$67,097
	step 4	\$68,405	\$70,628
<u>H</u>			
IT Systems Analyst	step 1	\$65,554	\$67,685
	step 2	\$69,410	\$71,666
	Step 3	\$73,266	\$75,648
	step 4	\$77,122	\$79,629

A P P E N D I X " B "

RECLASSIFICATION

CLASSIFICATION

1. A Member required to work in a job classification not covered by this Agreement shall be paid at a rate specified by the Board for a period not to exceed sixty (60) calendar days, during which time the rate of pay shall be subject to negotiation by the said Board, and the Association.
2. The Board shall have the right to hire Members for a probationary period of six (6) months. The said Board shall have the right to dismiss such probationary Members, at any time during the probationary period, and such dismissal shall not be the subject of a grievance.
3. For the purpose of the provisions of this Agreement, seniority shall be defined as the accredited continuous service acquired by a Member of the Waterloo Regional Police Service, probationary Members shall not be deemed to have acquired any seniority until the probationary period has been completed, and upon such completion of the probationary period their name shall be entered on the seniority list according to the date of hiring.
4. All permanent and initial temporary Civilian openings as referred to in Appendix "A" shall be posted and only permanent Members who have completed six (6) months service will be eligible to apply. Where vacancies regularly occur for a particular position the Board may determine that postings will be done on a single bi-annual basis only, at which time the above said Members may apply. If no suitable applications are received, the Board may seek such applications as deemed necessary through an external job competition. Temporary Members who wish to compete in this competition may apply at this time.
5. A permanent Member who has been successful in an internal job competition for another permanent or temporary position will not be eligible to make application in response to another permanent or temporary posting for three (3) months from the date the Member assumed the duties of the first position. A Member may apply in writing to the Deputy Chief of Administration for an exemption in special circumstances.

A P P E N D I X " C "

COMPLAINT AND GRIEVANCE PROCEDURE

1. When a Member of the bargaining unit has any grievance or complaint, he or she 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:

(i) Where the differences arise from the interpretation, application or administration of the Agreement, submit the matter for conciliation and/or arbitration in accordance with Part VIII of the Police services Act.

(ii) Where the differences arise from other causes refer the dispute, grievance or complaint to the Ontario Civilian Commission on Police Services for determination.

(G) Any time limit specified in this procedure may be enlarged or extended, by the consent of the parties then so engaged in the procedure.

(H) In addition to or instead of the foregoing provisions, where the complaint or grievance involves:

(i) Questions of the application or interpretation of the provision of this Agreement, or

(ii) A group of Members, or

(iii) The dismissal of any Member, or group of Members.

The grievance may be submitted by the Chairman of the Association's Grievance Committee directly to the Chief of Police and then Sections "C", "D", "E", "F" and "G" shall be followed.

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

A P P E N D I X " D "

TEMPORARY EMPLOYEES

In this Agreement:

1. (a) Full-time employee means any person employed by the Board to work in the Police Service on a continuous basis. The hours worked by such an employee should average thirty-five (35) or more hours per week.
(b) Temporary employee means any person employed by the Board to work in the Police Service on a "full time" basis for an agreed limited period of time.
2. The Board may hire temporary employees to fill vacancies due to illnesses, pregnancy leaves, annual leave and other authorized leaves.
3. The period of employment shall not exceed six (6) months unless otherwise authorized by this Agreement. In cases where a temporary employee is hired to fill a vacancy due to reclassification, secondment, illness or accommodation, they may be hired for the full duration of the permanent employee's absence from their permanent position. where these vacancies are anticipated to be more than six (6) months in length, then a Letter of understanding shall be signed between the Board and the Association outlining the terms of such extended vacancy. Notwithstanding this six (6) month limit, where a temporary employee has been hired to fill a vacancy due to pregnancy leave, the employee may be hired for a period longer than six (6) months but such period shall not exceed the length of the leave provided in Part XI of the Employment Standards Act of Ontario.
4. where the Board retains a temporary employee longer than the period of time as provided in #3 above, the temporary employee will become a permanent full-time employee and be subject to all the provisions of this Agreement.
5. Temporary employees shall be paid at the start rate of the classification in which they are employed as set out in Appendix "A".
6. Temporary employees shall be entitled to the provisions of this Agreement with the exception of the discharge provisions of Article 1.01 (b) and Article 33, Articles 4.03 - 4.09, 12.01 - 12.02, 13, 14, 15, 16, 21, 22 and 31 unless otherwise provided in the Employment Standards Act or other

legislation. Where there are annual allowances for full-time employees i.e. Shift premiums, these allowances will be pro-rated for temporary employees.

7. The Board agrees that no full-time employee shall be laid off or terminated as a result of the employment of temporary employees.
8. Temporary employees will be required to pay Association membership dues in accordance with Article 4.01.
9. It is understood that when a temporary vacancy occurs only the initial vacant position will be posted.

Notwithstanding the foregoing:

10. Students employed during school vacations, co-operative work terms and persons hired under the auspices of temporary job creation programs funded by other levels of government shall be excluded from the scope of this Agreement. The Association shall be notified of the details of such hirings and it is understood that these positions will not replace positions presently held by permanent full-time employees.
11. If it is not possible or practical to hire a temporary employee to fill a vacancy, agency employees may be used. Agency employees are employees of the agency and the agency pays their remuneration and benefits. No Agency employee will be retained for a period greater than three (3) months.
12. If the Board determines there is a need to hire part-time employees the terms of employment will be negotiated with the Association.

A P P E N D I X " E "

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.

A P P E N D I X " F "
LETTER OF UNDERSTANDING
SHIFT SCHEDULES - CIVILIAN

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 Civilian Collective Agreement, which pertain to "Hours of Work/Duty", 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 continuous hours per shift in each working block. The work week shall average (35) thirty-five 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 a compressed work week consisting of (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

A P P E N D I X " F "

LETTER OF UNDERSTANDING

SHIFT SCHEDULES - CIVILIAN

Shift Schedules for the below-listed civilian positions can be viewed in Human Resources or at Waterloo Regional Police Association.

ASSISTANT RECORDS MANAGER
BUILDING MAINTENANCE
COMPUTER OPERATOR
HEADQUARTERS - RECEPTION
IDENTIFICATION LAB TECHNICIAN
SPECIAL CONSTABLE/COURTS
SPECIAL CONSTABLE/PROCESS SERVER

A P P E N D I X "G"
LETTER OF UNDERSTANDING
JOB SHARE PROGRAM

BETWEEN:

The Waterloo Regional Police Services Board

-AND-

The Waterloo Regional Police Association

The Parties agree as follows:

NOTWITHSTANDING certain provisions in the Civilian Collective Agreement the following Job Share program shall take affect on date of signing, on a trial basis, as outlined below:

1.0 Statement of Principal

All permanent civilian members of the Waterloo Regional Police Service have the option of requesting to enter into a job sharing arrangement with another member. Job sharing is a voluntary arrangement between two members to share equally one full time position.

The purpose of job sharing is to provide members the opportunity to enjoy improved quality and balance in their working lives. It will allow permanent civilian members to equally share the duties and responsibilities of one full time position without reducing the efficiency or productivity of the position.

2.0 Agreement

- 2.1 Unless otherwise provided in this job sharing agreement ("agreement"), members will be entitled to the provisions of the civilian collective agreement.
- 2.2 This agreement shall take effect upon the date of signing.

3.0 Eligibility of Job Sharing

- 3.1 This agreement applies to permanent civilian members of the Waterloo Regional Police Service covered by the civilian collective agreement.
- 3.2 Only non-probationary members may participate in a job sharing arrangement. For the purposes of this agreement, probationary includes:
- i) members who have not completed the six month new employee probation period, and
 - ii) members who have been reclassified & have not completed their sixty day reclassification probation period.
- 3.3 It is the responsibility of the member to locate another job sharer and jointly request an arrangement.
- 3.4 A member shall only job share with another member who holds a permanent position within the same job salary or lower grade and meets the essential competencies required to perform the job (i.e. skills, abilities, knowledge testing and interview required for the position).

4.0 Procedure to Apply

- 4.1 Qualified members will submit an application on the prescribed form to the Human Resources Director. Final approval for the arrangement rests solely with the Chief of Police or designate and is not subject to a grievance, save and except when a claim of discrimination may be proven. Applications for July 1 job share arrangements must be received no later than April 1 each year **and** will be approved no later than April 30 each year. Similarly, for January 1 job share arrangements, the deadline dates will be September 1, for submission and September 30, for approval, of each year.
- 4.2 Approvals for arrangements shall not be unreasonably withheld. however may be restricted depending on the overall effect on the work unit.
Annual leave schedules will be arranged, as per article 14.0 of this agreement, prior to making application for an arrangement.
- 4.3 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 affected members.
- 4.4 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.

4.5 Members will work the scheduled hours for the position, they will select a work schedule from an approved list of sharing schedules. (Attached)

5.0 Conditions of Job Sharing Arrangements

5.1 The position which is job shared shall be determined by either:

- i) agreement between both **job** sharers or if not in agreement;
- ii) by seniority

5.2 Participation in job sharing is completely voluntary. Members are not required or responsible to cover for their partners during sick leave, or vacation.

5.3 Arrangements shall be six (6) months in length. The members shall, 30 days prior to the expiry of the six month evaluation period elect to:

- i) renew the job sharing arrangement for further six (6) months up to a maximum of **four** consecutive terms; subject to a renewal of this job sharing agreement and any of its terms; or
- ii) be reassigned to their original positions.

5.4 Arrangements may start on either January 1, or July 1.

5.5 Members shall request, in writing to the Human Resources Director, any deviations in the terms of the original arrangement. Any amendments to the original arrangement must be signed by all four parties referred to in article 4.3.

5.6 Members may only make application to a permanent internal competition within the last sixty days of an arrangement.

6.0 Terminating Job Sharing Arrangements

6.1 Members may only terminate an arrangement prior to the six (6) month period by:

- i) termination of employment; or
- ii) compassionate grounds - members will submit a request, with supporting rationale to the Human Resources Director. The request will then be forwarded to the Chief of Police for consideration.

- 6.2 The remaining job sharing member will be offered the opportunity to assume full time hours for the position for the duration of the job sharing arrangement, or locate another member and jointly make a written request to complete the remainder of the arrangement.
- 6.3 A request in writing must be received by the Human Resources Director within (10) ten days of vacancy in the **job** sharing arrangement. In the event a request is not received or approved, the Human Resources Branch will conduct an internal competition only, for a member to complete the remainder of the arrangement.
- 6.4 If the remaining vacancy in the job sharing arrangement is not filled, the arrangement will be terminated.

7.0 Association Dues

Association dues payable by the members shall be one hundred percent (100%) of the regular dues paid by full time employees and shall be remitted in accordance with the civilian collective agreement.

8.0 Life Insurance

Members are required to maintain Group, Life and Accidental Death and Dismemberment Insurance, in accordance with the Waterloo Regional Police civilian collective agreement. The principal **sum** shall be two times the salary for the position held under the agreement.

9.0 Extended Health Care

Members shall continue to maintain extended health care benefits and dental plans and shall pay an additional 50% of the premium borne by the Board.

10.0 Shift Differential

Members shall be entitled to 50% of the appropriate shift differential for the position, in accordance with the civilian collective agreement.

11.0 Overtime

Members will be paid overtime at the overtime rate of pay level as established in the collective agreement as if the member were working full time hours.

12.0 Pension

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

13.0 Seniority

Service accumulation for seniority shall be prorated at fifty percent (50%) for each member, such that the member earns a maximum of six months credit for each year of service in the arrangement. The member understands and acknowledges this will have the effect of lowering the member's level of benefit, time eligible for benefit, seniority in the organization and signing provisions for annual leave.

14.0 Annual Leave

- 14.1 Members are entitled to earn annual leave at a rate of fifty percent (50%) of their normal entitlement.
- 14.2 When a 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.
- 14.3 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.
- 14.4 When a member terminates the arrangement as per article 6.0, 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.
- 14.5 The member whose position is being shared (in accordance with article 5.1), 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 applicable collective agreement.
- 14.6 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 share partner), the second member will be allowed to sign the newly available annual leave spaces with the members of the new platoon and/or work unit. This shall be done in accordance with the individual seniority and the applicable collective agreement.

14.7 Members working the compressed work schedule shall treat signed statutory holidays as annual leave.

14.8 Members **who** oversubscribe to their eligible vacation, shall reimburse the police service through debiting their eligible personal bank time, i.e. court time, over time, statutory holiday pay time, etc.

15.0 Statutory Holidays

15.1 Members with compressed shifts shall be entitled to 50% of the statutory holiday credits normally received.

15.2 Members who work day shift, shall be entitled to the statutory holiday credits received by a full time member and will take those days off as they fall within their schedule.

16.0 Maternity/Parental or Other Leave

16.1 Members shall continue to accumulate prorated seniority while on maternity or parental leave. Members shall receive top up for maternity leave as per the civilian collective agreement at the rate of their job share salary.

16.2 When a vacancy occurs from a member taking maternity or parental leave, or a leave of absence 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 sharer will be offered the opportunity to assume full time hours of the position for the remainder of the maternity or parental leave or 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 (10) ten days.

16.3 In the event a request is not received or approved, the Human Resources Branch will conduct an internal competition for the position only, as per the civilian collective agreement, to complete the remainder of the job share arrangement.

16.4 If the remaining **job** sharing position is not filled, the arrangement will be terminated.

17.0 Salary

Each member shall receive a gross biweekly pay equal to fifty percent (50%) of the amount payable to a full time member at the same salary grade. Seniority will accrue at **50%**, with increments in salary occurring upon the earning of **100%** of the seniority required.

18.0 Sick Time

Members shall be entitled to fifty percent (50%) of sick credits allowed under the civilian collective agreement.

19.0 Other

Any other benefit afforded members under the civilian collective agreement and not addressed herein, shall be pro-rated for members in arrangements.

20.0 Duration and terms of the Trial Period of the Job Share Agreement

- 20.1 The job sharing program will be introduced on a (12) twelve month trial basis. During this specified period the efficiency and effectiveness of the program will be monitored and assessed by the Waterloo Regional Police Job Sharing Committee at six (6), and eleven (11) month intervals.
- 20.2 Where an external temporary member is hired to fill a vacancy created from an arrangement, Appendix "D" of the civilian collective agreement will apply.
- 20.3 In the event that a member or an external temporary employee is hired to fill a vacancy due to a job share arrangement and vacates the position prior to its completion, Appendix "E", section 9., of the Civilian Collective Agreement will be waived.
- 20.4 Upon expiry of the job share trial period, the members will revert to their original permanent positions on a full time basis under the current applicable working agreement, unless a new job sharing agreement has been entered into.
- 20.5 Where a member of a job share arrangement breaches any terms of this agreement or fails to fulfill their obligations under this agreement, the arrangement may be terminated by the Chief of Police.

Dated this 19th DAY OF November, 2001.

ON BEHALF OF THE WATERLOO
REGIONAL POLICE SERVICES BOARD

ON BEHALF OF THE WATERLOO
REGIONAL POLICE ASSOCIATION

"Ken Seiling"

Roger Goulard

J.E. Kissner

Debbie Matthews

JOB SHARING PROGRAM

SCHEDULES FOR COMPRESSED WORK WEEK SHIFT SYSTEM

A = AFTERNOONS D = DAYS N = NIGHTS

SCHEDULE 1	# OF SHIFTS	MEMBER
4A + 3D	7	A
3A + 4D	7	B
N	7	A
4A + 3D	7	B
3A + 4D	7	A
--	7	B

SCHEDULE 2	# OF SHIFTS	MEMBER
4A	4	A
3D	3	B
3A	3	A
4D	4	B
N	7	A
4A	4	B
3D	3	A
3A	3	B
4D	4	A

SCHEDULE 3	# OF SHIFTS	MEMBER
4A	4	A
3D	3	B
3A	3	A
4D	4	B
N	3	B
N	4	A
4A	4	B
3D	3	A
3A	3	B
4D	4	A
N	3	A

SCHEDULES FOR DAY WORKERS

SCHEDULE 1	1 WEEK ON	1 WEEK OFF
SCHEDULE 2	MON, TUES, WED THURS, FRI MON, TUES, WED THURS, FRI	MEMBER A MEMBER B MEMBER B MEMBER A
SCHEDULE 3	MON, TUES WED, THURS, FRI MON, TUES WED, THURS, FRI	MEMBER A MEMBER B MEMBER B MEMBER A

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