

Memorandum of Agreement

CIVILIAN PERSONNEL

- B E T W E E N -

The Waterloo Regional Police Services Board

- A N D -

The Waterloo Regional Police Association

July 2007

The Parties hereby agree to recommend to their respective principles that a Collective Agreement be entered into for Civilian personnel for the period of January 1, 2007 to December 31, 2009 in the form of the Civilian Collective Agreement January 1, 2005 to December 31, 2006 with the following amendments:

Article 1 – Management Rights (New)

1.02 There shall be no discrimination practiced by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, same-sex partnership status, family status or handicap, as defined in section 10(I) of the Ontario Human Rights Code(OHRC).

Article 2 – Salaries

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~~ ninety (90) 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~~, one (1) year without re-posting, using the next highest ranked applicant on the eligibility list.

Article 3 – Service Pay

3.01

Each Member ~~who has five (5) or more continuous service~~ shall annually on or before the 1^a day of December be paid ~~Eighty five (\$85.00) Dollars for each completed five (5) years of continuous service for~~ continuous service as follows;

After five (5) completed years of service	\$100
After ten (10) completed years of service	\$300
After fifteen (15) completed years of service	\$600
After twenty (20) completed years of service	\$900
After twenty five (25) completed years of service	\$1,100
After thirty (30) completed ears of service	\$1,300
After thirty (35) completed years of service	\$1,500

Article 4 – Association Dues

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.

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 Six~~ **Six Hundred (\$600.00)** Dollars if ~~required to work three (3) shifts~~ and ~~Two~~ **Three hundred and seventy five Hundred and Fifty (\$375.00)** Dollars if *required to work two* (2) shifts.

Article 7 - Overtime - Court Time

7.12 A Member who **attends** court more than 60 km ~~outside the boundaries of the Regional Municipality of Waterloo~~ **from Police Headquarters** while **off duty** shall be paid one (1) minute for each kilometer traveled 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 13 - Benefit Coverage

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)~~ **Ten (\$10.00)** Dollars per prescription; for the purpose of this Article, **prescribed drugs to treat erectile dysfunction**

- shall **be** covered by the drug plan, to a maximum Five Hundred (\$500.00) per annum;
- **vision cure** subject to a maximum per person per two (2) consecutive calendar year period of ~~Two Hundred and Seventy Five (\$275.00) Dollar~~ ; Three Hundred (\$300.00) Dollars in 2007; Three Hundred and Twenty-Five (\$325.00) Dollars in 2008; and Three Hundred and Fifty (\$350.00) in 2009. Laser eye surgery is included in the overall vision maximums,
 - 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;~~ a yearly maximum benefit per person of One Thousand Dollars (\$1,000.00),
 - 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,

13.04 Dental Coverage

Each Member, upon completion of ninety (90) days service, shall be provided with a **Dental** Plan which will provide coverage for the Member and their eligible dependents equivalent to the applicable provision of Sun Life Policy 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* \$2,500*
D	Crowns and Bridges	None	80%	None

13.08 Retired Members Coverage

~~(e) 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.

Article 15 - Sick Leave. Sick Leave Bank

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~~, August 15, **2005**.

15.07 (New)

In accordance with Article ~~15.06~~ a Member may at their option elect to take the unused sick leave credits (~~fifty (50%)~~ percent to a maximum of ~~six (6)~~ months) in ~~bi-weekly~~ payments prior to their retirement date which would fully discharge the Board's responsibility and the Member's entitlement under the clause. In ~~the~~ event the Member chooses to take their sick leave ~~in~~ ~~bi-weekly~~ payments, they will no longer be eligible to accrue sick leave credits, annual or statutory leaves. If the Member has ~~less~~ than **two** hundred and ~~sixty (260)~~ unused sick days to their credit the ~~six (6)~~ months shall be reduced to the period for which their credits under Article ~~15.06~~ will pay.

Renumber ~~existing~~ Articles **15.08 – 15.13** accordingly.

Article - Family Leave (New)

16.01 Thirty-five (35) hours per calendar year are available to facilitate/attend to emergent primary care for ill dependents or family members. A dependent or family member shall include spouse (as defined by the Ontario Government), sibling, child, parent, grandchild and grandparent, including step relationships. This time will be deducted from the Member's sick bank and will not result in any adjustment to seniority and service. A Member must qualify for sick time and have enough time accumulated in their personal bank to cover the period of absence. These days cannot be accumulated from year to year. Additional leave time required for special needs or unique situations, in excess of five days may be granted upon special request to the Chief of Police. Circumstances excluded are; care for those other than dependent or family members as defined, care for dependents or family members in the care of a health care facility (save and except extenuating circumstances), planned medical appointments (excluding life concerning events), unless there is no other means of care giving and all other means have been explored, and emergency child care situations.

Renumber Existing Articles **16-34** accordingly.

Article 16 – Pregnancy and Parental Leave

16.04 Pregnancy and Parental leave shall be in accordance with the Employment Standards Act of Ontario, except that a Member commencing such leave, who is in receipt of 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, for Pregnancy Leave, and
- (3) 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 ten (10) weeks after completion of the two (2) week waiting period, for Parental Leave.

"Regular weekly earnings" shall be one-half ($\frac{1}{2}$) of the Member's regular gross bi-weekly earnings, on the date the leave commenced.

10

Article 21 – Jury Duty (New)

21.01 A Member **who is** called to serve as a juror in a legal proceeding:

- (a) shall be granted leave of absence for such purpose, provided that upon completion of their jury service, such Member shall present to their Supervisor a satisfactory certificate showing the period of such service.
- (b) Shall be paid their regular rate of pay for the period of such jury service provided that their full amount of compensation received for such service is paid over to the Administration of the Waterloo Regional Police Service, it being understood that the full amount does not include monies received on days other than their regularly scheduled work day with the Service or any monies received for meal or travelling allowances; and
- (c) Shall upon being released from jury service in the forenoon of any scheduled working day, shall report to work if scheduled.

Renumber Articles **21-34** accordingly.

Article 21 - Annual Leave

- 21.01** **Effective January 1, 2008, 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)~~ **three (3)** or more years of continuous service shall receive one hundred and five (105) hours.
- 21.05** All Members **having** completed ~~ten (10)~~ **eight (8)** or ~~more~~ years of **continuous** service shall receive one hundred and forty (140) hours.
- 21.06** All Members having completed ~~sixteen (16)~~ **fifteen (15)** 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.
- 21.10 (New)**
Thirty five (35) hours of **an employee's allotted annual leave** may be taken at the Member's discretion as a **block of annual** leave or causal **time off**, provided the Member so requests in **writing** and provided the **request** is **authorized by** their **supervisor**. Causal time off for this purpose shall not **be** less than two (2) hours. Members requesting causal time **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)~~ **three (3)** working days.
- 21.11 (New)**
Any unused annual leave requested as time off pursuant to 21.10, held in excess after original signing is to be treated as casual time off and granted based only on the exigencies of the police service. Every member recognizes the requested casual time off can be denied based on staffing

needs **as** determined by the supervisor. Any unused **annual** leave remaining at December 31st of each year is forfeited by the member.

21.16 (New)

~~Effective~~ January 1, 2007, a ~~Special Constable~~ or Communicator who ~~is hired~~ directly from another Canadian Municipal or Provincial Police Service, the Royal Canadian Mounted Police, the Military Police or Railway Police, **shall** have their prior **years** of service **recognized** for the purpose of determining annual leave entitlement. ~~The~~ Member will be required to submit ~~satisfactory~~ documentation of the prior **police** service as a ~~Special Constable~~ or Communicator.

Renumber existing Articles 21.10 – 21.15 accordingly.

Article 22 – Statutory and Declared Holidays

22.02 A Member not working the **shift** schedule identified in Article 5.01 and who is required to **work** on a statutory or **declared** 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.

Article 30 – Purging of Files

30.01 Except as set out in **30.02**, ~~t~~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, **including performance tracking, two (2)** years after the date of the last negative documentation;
- (c) all records of any **Criminal** and/or Provincial Offence in which there was a **withdrawal** or **dismissal** of the charge **against a Member**, **except as may be required for a related Police Services Act hearing; upon completion of the Police Services Act matter such records shall be purged;**
- (d) all records of any Provincial Offence conviction **two (2) years** after the **date** of the conviction;
- (e) **all** records of any **Criminal** Offence **five (5)** years after the date of conviction where there was a **conditional** or absolute **discharge**;
- (f) all records of any **informal discipline, disposition without a hearing or discipline conviction** under the Police Services Act **two (2)** years after the last discipline 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**.

30.02 (New)

The retention and **purging** of **files** regarding **complaints** and investigations involving harassment and/or **discrimination** shall **be in** accordance with the Service's **procedure** on Harassment and Discrimination (current year plus seven **(7)**years) but **only** for the purposes set out in that Procedure.

Article 33 - General Provisions (New)

33.04 **No** current serving member of the Board of Directors of the Association shall be assigned to investigate a Member of the Police Service through a public complaint and/or **Chief's** complaint **as** defined within Part V, Complaints of the **Ontario** Police Services Act.

Article 34 - Mileage Reimbursement for use of Personal Vehicle (New)

34.01 Members who are **required** to use their own automobiles for police business will receive **mileage** at the **Regional** Municipality of Waterloo mileage rate from their **assigned** Division.

Appendix "A"

Effective **January 1, 2007 – 3.2%** across the **board** for all grades

Effective **January 1, 2008 – 3.2%** across the **board** for all grades

Effective **January 1, 2009 – 3.2%** across the **board** for all grades

Appendix "B" - Reclassification/Classification

4. All permanent **and** initial temporary Civilian openings **as** referred to **in** Appendix "A" shall be **posted** for no less than ten **(10)** days **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.

Appendix "C" - Grievance Procedure

COMPLAINT AND GRIEVANCE PROCEDURE

It is the **mutual** desire of the parties hereto that **complaints** of Members shall be adjusted **as** quickly **as** possible. Such complaints shall be **acted** upon in the **following** manner and sequence:

1. When a Member of the **bargaining** unit **has** any **grievance** or complaint, ~~he or she~~ they shall forthwith (but in any event, **no** later than twenty one **(21)** days) convey to their immediate Superior, in writing, all **facts** relative to the grievance or complaint. The Member, with Association representation **if** requested, and the Superior shall make every attempt to resolve the problem **at** **this** preliminary stage.

2. If, after an **additional fourteen (14) days**, 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**, the **Association President or designee shall, within fourteen (14) days**, present such complaint or grievance to the **Chief of Police Deputy Chief of Administration or** their designee for consideration.
- (C) The **Deputy Chief of Police** shall hear or receive the complaint or grievance and within **five (5) seven (7) days communicate**, in writing to the Association **President or designee**, their decision relative to the complaint or grievance.
- (D) If **dissatisfied** with the **ruling** of the Deputy Chief **of Police** or their designee, or if the Deputy Chief **of Police fails or refuses to deal with the** complaint or grievance within the **specified** time, the Association may file with the **Chief of Police with a copy sent to** the Board, the complaint or grievance within the **fifteen (15) days** of the **date** the complaint or grievance **was submitted to the Deputy Chief of Police** or their designee.
- (E) The Chief **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 (after consulting with the Chief) 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 **Chief Board**, or if the **Chief Board** fails to acknowledge or act upon the complaint or grievance the Association **may**:

(1) Where the differences **arise from** the interpretation, application or administration of the Agreement submit the matter for conciliation and/or arbitration in accordance with Part VIII of the Police **Services** Act (or **any succession provisions thereof**), or

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

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

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

(1) A **Policy grievance regarding a q** Question of the application or interpretation of the provision of **this** Agreement, or

(2) A **group** of members, or

(3) The **dismissal** of any member, or group of members:

The grievance **may** be **submitted, within fourteen (14) days** by the **President of the Association or designee directly** to the **Deputy Chief of Police** and then **Sections (c), (d), (e), (f) and (g)** shall be followed.

3. In all of the steps where time limits are named as days only, it is agreed that Saturdays, Sundays and statutory/declared holidays are excluded.

4. Replies to grievance shall be in writing at all stages.

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

Dated this 26th day of July, 2007 in the Region of Waterloo.

ON BEHALF OF THE WATERLOO
REGIONAL POLICE SERVICES BOARD

ON BEHALF OF THE WATERLOO
REGIONAL POLICE ASSOCIATION

Cheryl Lowe
Cheryl Lowe

Todd Loveday
Todd Loveday

Grace E. Sudden
Grace Sudden

Michael Sullivan
Michael Sullivan

P. Haskell
Patti Haskell

Steven Schmelzle
Steven Schmelzle

Brian Heggie
Brian Heggie

Manny Baiorte
Manny Baiorte

Matt Torigian
Matt Torigian

Mike Williams
Mike Williams

Penny Smiley
Penny Smiley

Paul Eckert
Paul Eckert

Pat Rivett
Pat Rivett

Lynne Pappas
Lynne Pappas

19