

2020 - 2024 COLLECTIVE AGREEMENT

BETWEEN

WATERLOO REGIONAL POLICE SERVICES BOARD

- AND -

THE WATERLOO REGIONAL POLICE ASSOCIATION

UNIFORM

EFFECTIVE JANUARY 1, 2020 TO DECEMBER 31, 2024

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THIS AGREEMENT made this 27th day of September 2021.

BETWEEN:

THE WATERLOO REGIONAL POLICE SERVICES BOARD,

Hereinafter called the "**BOARD**",

of the FIRST PART,

- AND -

THE WATERLOO REGIONAL POLICE ASSOCIATION,

Hereinafter called the "**ASSOCIATION**",

of the SECOND PART,

WHEREAS pursuant to Section 119 of the Police Services Act, R.S.O. 1990, Chapter 10 and amendments thereto, the parties have agreed to enter into these presents for the purpose of defining, and providing for remuneration and pensions, sick leave credits, grievance procedures and working conditions, except such working conditions as are governed by regulations made by the Lieutenant Governor in Council of said Act;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the mutual covenants and agreements herein contained the parties hereto covenant and agree as follows:

ARTICLE 1 - RECOGNITION AND SCOPE

- 1.01 The Board recognizes the Association as the sole collective bargaining agent for all Members of the Police Service for the Regional Municipality of Waterloo, save and except the Chief of Police, the Deputy Chiefs and Members represented by the Senior Officers' Association.
- 1.02 The Board and the Association agree that there will be no discrimination, interference, restraint or coercion exercised or practiced with respect to any Member of the Police Service because of their membership or connection with the Association and that

membership in the Association by Members of the Police Service who are eligible to join will not be discouraged.

- 1.03 This Agreement does not apply to Civilian Employees in respect of which there will be one or more separate agreements.

ARTICLE 2 - MANAGEMENT RIGHTS

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

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

- 2.02 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, gender identity, gender expression, family status or disability, as defined in Section 1 of the Ontario Human Rights Code (OHRC).

ARTICLE 3 – ASSOCIATION REPRESENTATION

- 3.01 A Member may request and receive the representation of the Association at any meeting where a formal notice of investigation is to be or has been served, subject to the representative being available within a reasonable time.

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 All Police Personnel on date of employment shall be deemed to be full Members.
- 4.03 The Board agrees to supply the Association, with a current alphabetical listing of personnel on a bi-annual basis, including address, phone number and postal code. This is not to preclude the current co-operative exchange of information.

ARTICLE 5 - SALARIES

- 5.01 The salaries of the Members of the Police Service, to which this Agreement applies, shall be in accordance with the schedule attached hereto as Appendix "A" as follows:
 - (a) First Class Constables who have been Members of the Waterloo Regional Police Service for at least two (2) years may be transferred to Plainclothes duties in the Detective, Forensic Identification, Major Crime, Property and Financial Crime, Special Victims, Intimate Partner Violence, Criminal Intelligence Cybercrime and Investigative Support, Professional Standards, or Drug and Firearms Branches and shall receive while assigned, a premium paid as part of salary equal to six percent (6%) of the pay of the First Class Constable for the first two (2) years of such assignment and thereafter, a premium paid as part of salary equal to nine percent (9%) of the pay of the First Class Constable. If a Member is assigned to a plainclothes branch for a minimum of three (3) years and the Member is transferred to Uniform detail, except as a result of performance or disciplinary reasons, that Member's rate of pay shall remain unchanged and will remain at that rate of pay until other Members' salaries are increased to the same rate as that of the transferred Member.
 - (b) Effective September 27, 2021, Sergeants assigned to Detective Plainclothes duties, including Professional Standards and/or Staff Sergeants within Investigative Services Division or Professional Standards, shall receive, while assigned, a premium paid as part of salary equal to three percent (3%) of the pay of a First Class Constable.

5.02 In addition to any other entitlement pursuant to this Agreement, the Board shall pay to each Member covered by this Agreement an experience allowance which shall be in the amount set out below and which shall be subject to the following terms and conditions:

- (a) The experience allowance shall be paid bi-weekly as a bonus, and shall be taken into account when calculating overtime, court-time pay, acting pay, call-out, on-call pay, stand-by duty pay, sick leave (but excluding sick leave gratuities paid on retirement, resignation or termination of employment), pregnancy and parental supplementary benefit, annual leave and statutory holiday pay, pension contributions, and life insurance benefit pay out.
- (b) Subsequent to the date of ratification August 15, 2005, for the purpose of this Article, years of service means years of continuous service completed from the date of hire in this bargaining unit with the Waterloo Regional Police Service.
- (c) In order to be entitled to the experience allowance, a Member must be free of a disciplinary conviction for which the confirmed penalty was the forfeiture of forty (40) hours or more of pay or leave. The experience allowance will be reduced by one (1) level and will be reinstated two (2) years from date of conviction, provided there is no further conviction for which the confirmed penalty is the forfeiture of forty (40) hours or more of pay or leave.
- (d) The experience allowance shall take effect on January 1, 2005 and shall be calculated based on the years of completed service commencing from the date of hire within this bargaining unit and the percentages as follows:

8–15 years of service - three percent (3%) of First Class Constable

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

23 or more years of service – nine percent (9%) of First Class Constable
- (e) Members employed by the Board on or before the August 15, 2005 of this agreement shall have their prior service as a Sworn Officer with any other Canadian Police Service recognized pursuant to Article 33.16. For the purpose of this Article, the date the Member is sworn as a Police Officer shall be the date used for determination of the experience allowance.

- 5.03 Members except those detailed to a steady day shift, shall be paid in addition to and as part of their regular annual salary, the sum of Six Hundred Dollars (\$600.00) if required to work both day shift and night shift or Three Hundred and Seventy-five Dollars (\$375.00) if required to work day shift and the modified night shift that concludes not later than 3:30 a.m. The above sums shall be prorated to that portion of the year the Member works the combination of shifts outlined.
- 5.04 (a) Members who are designated as Field Development Officers (formerly known as Coach Officers) or the equivalent shall receive, while so assigned, a premium paid as part of salary equal to one-half ($\frac{1}{2}$) of the difference between the pay of a First Class Constable and a Sergeant.
- (b) Members who are qualified as Explosive Disposal Technicians shall receive, while so assigned, a premium paid as part of salary equal to one-half ($\frac{1}{2}$) of the difference between the pay of a First Class Constable and a Sergeant.
- (c) Members assigned to the Traffic Branch, collision reconstruction, who are qualified as Collision Reconstructionists (Level III and/or IV) shall receive, a premium paid as part of salary equal to two percent (2%) of a First Class Constable salary for the first two (2) years of such assignment and thereafter, a premium paid as part of salary equal to four percent (4%) of a First Class Constable salary.
- (d) Members who are designated Emergency Response Team Leaders shall receive, while so assigned, a premium paid as part of salary equal to that of a Sergeant.
- (e) Members who are assigned to the Emergency Response Unit shall receive, a premium paid as part of salary equal to two percent (2%) of a First Class Constable salary for the first two (2) years of such assignment and thereafter, a premium paid as part of salary equal to four percent (4%) of a First Class Constable salary.
- (f) For the purpose of this Article "while so assigned" shall be restricted to the time actually spent performing the duties of the specified task. This shall include an Emergency Response Team Leader while engaged in training activities when not under the direct supervision of the Emergency Response Sergeant.
- (g) Members who are certified as a Breath Technician or Drug Recognition Expert Officer shall receive a premium paid as a lump sum in the amount of Seven Hundred Fifty Dollars (\$750.00), less deductions, per calendar year provided they

are on the Board's designated list and available for deployment. This premium shall not be prorated in respect of any period of unavailability. The premium will be effective January 1, 2022 and shall be paid in December of each year.

- (h) Members who are assigned to the Training and Education Branch, including Members seconded to Ontario Police College (OPC), shall receive a premium in the amount of Five Hundred Dollars (\$500.00), less deductions, per calendar year, paid bi-weekly and prorated to the time spent in the Training and Education Branch and/or OPC in each year. This premium will be effective January 1, 2022. Effective January 1, 2024, this premium will increase to Seven Hundred Fifty Dollars (\$750.00) per calendar year.
- 5.05 Each Member of the Service who is a Member of the Canine Unit shall receive the sum of One Hundred and Twenty-five Dollars (\$125.00) per month for care, maintenance and housing of the animal in such Member's care.
- 5.06 Nothing in this Agreement is intended to prevent the Chief of Police from making short term transfers between Divisions to meet the operational exigencies of the Service. Personnel so transferred will be paid their normal rate of pay for a period not to exceed three (3) months.
- 5.07 The salaries of the Members of the Police Service, to which this Agreement applies, shall be in accordance with the schedule attached hereto as Appendix "A". First Class Constables, Sergeants and Staff Sergeants who are assigned to and actively working in Neighbourhood Policing Frontline Patrol, and are required to work both days and full night shifts, shall receive a premium paid as part of salary equal to three percent (3%) of the pay of the First Class Constable. Members will be entitled to receive this premium beginning on the first day of January in the year in which the Member completes five (5) years of service (which shall include prior service with other policing services as defined in Article 33.16). This premium will be calculated as a percentage of First Class Constable base salary, and will be introduced on the following schedule: effective January 1, 2022 - one percent (1%); January 1, 2023 - two percent (2%); January 1, 2024 - three percent (3%).

ARTICLE 6 - PROMOTIONS

- 6.01 A Member shall be hired as a "Constable-in-Training". The "Constable-in-Training" status will remain in effect until the Member has successfully completed the Basic Recruit

Training Level II Course at Aylmer. Upon successful completion of the prescribed Police Recruit Training Program the Member shall be appointed to the rank of Fourth Class Constable. The Member's salary will be adjusted, effective the date of appointment, to the appropriate Fourth Class level pursuant to Appendix "A".

- 6.02 Promotions from Fourth to Third Class Constable, from Third to Second Class Constable and from Second to First Class Constable shall be made after fourteen (14) month's service in each Class unless the Chief of Police shows to the Board why such Member should not be promoted.
- 6.03 Except as provided above promotions are at the discretion of the Chief.
- 6.04 The Board, upon request, shall grant a Member a loan for those expenses charged to that Member while attending the prescribed Recruit Training Program. The loan shall be repaid over a maximum period of five (5) years by direct payroll deduction. This shall be an interest free loan.

ARTICLE 7 - ESTABLISHED COMPLEMENT, ACTING RANKS

- 7.01 The Board shall continue to have an established complement, which may be adjusted from time to time by the Board and which shall designate all Officers serving in senior ranks.
- 7.02 In any calendar year in which an Officer above the rank of Second Class Constable is detailed to relieve a Senior Officer who is absent from duty due to illness, annual leave, course attendance, detached duties, days off, or who has retired, such relieving Officer shall be paid on the basis of the higher rank so relieved from the date of assumption.
- 7.03 If a Member is in a temporary acting position for three (3) months or longer, the Member's Annual Leave, Statutory Holiday Leave, Signed Accrued Time, Overtime and Court Time shall be paid at the higher rate for the period so assigned.

ARTICLE 8 - PAID DUTY PAY

- 8.01 A Member who accepts paid duty assignments on time off (at sports events, etc.) shall be paid at time and one-half (1½) basis, the Member's current rate of pay. If the Member is a Sergeant or Staff Sergeant, the Member shall be paid at time and one-half (1½) their current rank rate. Three (3) hours minimum to apply to all ranks. Where a paid duty assignment is cancelled within forty-eight (48) hours, the Member shall be entitled to a

payment of three (3) hours at time and one-half (1½). Paid duty assignments will be posted and awarded in a fair and equitable manner.

ARTICLE 9 - PAY FOR OVERTIME, CALL-OUT, STAND-BY AND ON-CALL

- 9.01 Members shall be paid for overtime at the rate of time and one-half (1½) provided that if the overtime period exceeds ten (10) cumulative hours the excess will be paid at double time. If overtime beyond the ten (10) cumulative hours extends into the Member's next following shift, that shift shall be paid at double time. The rate per hour shall be calculated on the Member's basic annual salary for fifty-two (52) weeks of forty (40) hours. Overtime following a regular shift shall not be claimed unless it is in excess of twenty (20) minutes. Part of an hour will count as one (1) hour for the first hour worked. After the first hour, overtime shall be claimed and paid for each quarter (¼) hour or part of a quarter (¼) hour worked. For the purpose of this Article, cumulative shall be hours worked immediately before and after the Member's regular scheduled shift.
- 9.02 Members who are called out to report for duty or to report for mandatory management meetings at any time that is not within one (1) hour of the commencement of their regular shift, shall be paid at the same rate as for overtime pay with a minimum credit for each call-out of three (3) hours at time and one-half (1½). Members shall be entitled to payment from the time the call is received only if required to report immediately for duty. Members shall not be entitled to pay where the call-out of such Member has been necessitated by reason of neglect or improper act on the part of such Member during the course of their duty.
- 9.03 Members who are required to start their shift within one (1) hour of the commencement of their regular shift will be deemed to have completed their shift when they have worked the regularly scheduled number of hours calculated from the actual start time of that shift. Where there is a requirement for a Member to work beyond the new end of shift, overtime provisions will apply.
- 9.04 A Member who is called out to report for duty during their annual leave and/or block of statutory holiday leave (a minimum of thirty (30) hours) shall be paid at double time for the first day (minimum sixteen (16) hours pay) and at time and one-half (1½) (minimum twelve (12) hours pay) for each subsequent consecutive day of attendance during their leave.

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

- 9.05 When a Member is required to be on stand-by, they are entitled to be paid at their hourly rate of pay for one-third ($\frac{1}{3}$) of their stand-by hours, but where such stand-by is less than eight (8) hours they are entitled to three (3) hours pay. Stand-by is a period of time during which in accordance with Administrative procedures established by the Chief of Police, a Member is ordered to remain at their residence and to be available for prompt return to work. Stand-by shall not be credited for any period in which the Member is paid for court-time, overtime, call-out or special duty. This Article shall not eliminate or prohibit the co-operative practice under which a Member of the Service provides advice to their Superior as to their proposed whereabouts while off duty.
- 9.06 A Member who is assigned to on-call duty, as designated by their Supervisor, shall be paid at the rate of one-quarter ($\frac{1}{4}$) the Member's regular rate of pay while on-call. In the event the Member is recalled to active duty the Member shall be paid at the call-out rate, or the overtime rate, as applicable. "On-call" duty means that the Member is reasonably available at the Member's home or elsewhere to be called back to active duty. It is the responsibility of the Member performing on-call duty to assure that the Member may be contacted in order to be able to report for active duty within a reasonable period of time, being no more than one (1) hour.

ARTICLE 10 - COURT-TIME PAY

- 10.01 Members attending court on off hours will receive a minimum credit of three (3) hours at time and one-half ($1\frac{1}{2}$). Should a court sitting extend beyond three (3) hours the additional hour(s) or part thereof shall be payable at time and one-half ($1\frac{1}{2}$). The hourly rate will be calculated on the Member's basic annual salary for fifty-two (52) weeks of forty (40) hours. Morning and afternoon attendance shall be recorded as separate appearances. Morning court shall be deemed to be any sitting which commences at or after nine a.m. and ends at or before one-thirty p.m. If morning court extends beyond one-thirty p.m., it shall be deemed to be an afternoon appearance. Afternoon court shall be deemed to be any sitting which commences at or after one-thirty p.m.
- 10.02 A Member attending a court which commences during their regular shift and extending beyond the period of their shift will be paid at their overtime rate for the period that extends

beyond their shift. Overtime shall not be claimed unless it is in excess of twenty (20) minutes.

- 10.03 A Member who is required to attend court during their annual leave and/or block of statutory holiday leave (a minimum of thirty (30) hours) will be paid sixteen (16) hours court-time for each 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.
- 10.04 For this purpose, attendance at court or any proceeding relating to a Municipal, Provincial or Federal Statute including attendance as a Prosecutor's Assistant, or as a witness in Provincial, District or Supreme Court or Coroner's Inquest or by Summons to Witness, on matters arising from the performance of police duties, but does not include any hearings under the Police Services Act or any court hearings in which a Member is charged with an offence. Any court hearing in which a Member is charged with any offence under Federal or Provincial Statutes during the legal execution of their duty, will be allowed to attend court as though it was their regular shift, such allowance will be at the discretion of the Officer in Charge. In the event the Member is not acquitted, they shall reimburse such time used to the Service.
- 10.05 A Member attending court on their day off or after working the late night shift or any scheduled shift which extends beyond midnight shall be credited with six (6) hours per appearance. Any shift which extends beyond midnight, subject to the exigencies of the Service, shall be re-scheduled to an earlier start.
- 10.06 When a Member's scheduled Court appearance is cancelled within forty-eight (48) hours of their scheduled appearance, the Member shall be entitled to a court-time appearance of three (3) hours at time and one-half (1½) per scheduled day. When a Member is on annual leave and is scheduled to appear in court and that appearance is cancelled within forty-eight (48) hours of the scheduled appearance the Member shall be entitled to a court-time appearance at sixteen (16) hours, and twelve (12) hours court-time for any appearance that would have otherwise occurred within forty-eight (48) hours of the cancellation notification.
- 10.07 Any former Member who is required to attend court on matters arising from the performance of their duties while an active Member of the Service, shall receive payment

in accordance with Article 10.01 using a First (1st) Class Constable's rate of pay. In addition to the time in court attendance, such Member shall be reimbursed up to a maximum of ten (10) hours for court preparation duties, with the prior approval of the Chief or designate. Payment to the retired Member shall be made within six (6) weeks of the scheduled appearance.

- 10.08 All witness fees, exclusive of transportation allowances received by any Member attending either on or off duty any court, shall be paid over to the Administration of the Waterloo Regional Police Service, where such Member is entitled to payment from the Board for such court appearance.
- 10.09 A Member who attends court more than sixty (60) km from Police Headquarters while off duty shall be paid one (1) minute for each kilometer travelled from Headquarters and return to, for travelling time by motor vehicle to a maximum of eight (8) hours. The present practice of treating air travel time as on duty time, but subject to the stipulation that no overtime will be allowed, will be continued.
- 10.10 For the purposes of this Article 10, 'attending court' means any court appearance, whether in person or virtually.

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

- 11.01 The Board agrees that all hours earned under Articles 9, 10 and 15.01 will be recorded using the appropriate format.
- (a) A Member must maintain and bank a minimum of twenty (20) hours. Any accumulated time in excess of twenty (20) hours, not taken by the first pay in June and December, shall be paid out. At any time, a Member may submit an electronic request, through the Service's electronic time management system, to have hours in excess of twenty (20) hours paid out on the next suitable pay period.
 - (b) Notwithstanding clause (a), a Member may apply time towards casual days or part days off duty in accordance with Article 11.02.
 - (c) Members will be able to access a record of their current accumulation of hours through TAMS.

11.02 On request, and at the discretion of the Chief of Police, a Member may be granted casual days or part days off duty. Such casual leave will be debited against any accumulation of the Member's twenty (20) hour court-time and overtime standing to their credit.

ARTICLE 12 - LEGAL INDEMNIFICATION

12.01 The Board shall indemnify a Member of the Police Service for reasonable legal costs incurred in the course of their employment;

- (a) In the defence of a civil action for damages because of acts done in the course of employment under the following circumstances only:
 - (i) where the Board is not joined in the action as a party pursuant to Section 50 (1) of the Police Services Act, and the Board does not defend the action on behalf of itself and of the Member as joint tort feorsors at the Board's sole expense.
 - (ii) 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.
- (b) In the defence of a criminal prosecution, excluding a criminal prosecution in which the Member is found guilty of a criminal offence.
- (c) In the defence of a statutory prosecution, excluding a statutory prosecution in which the Member is found guilty.
- (d) In respect of any proceeding relating to a Municipal, Provincial or Federal Statute or a proceeding under the Coroner's Act, a hearing, investigation or inquiry under the Police Services Act involving a Public Complaint or the Ontario Civilian Police Commission (OCPC), 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.

12.02 The Board agrees that legal counsel(s), as determined by the Association, may be provided, at the Board's expense, to a Member(s) who, as a result of police duties, may be directly or indirectly involved in an occurrence investigated by the Special

Investigations Unit subject to the condition that the Association consult with and receive the consent of the Chief or Deputy Chief. Such consent shall not be unreasonably withheld. The benefit afforded the Member(s) shall include counsel immediately after the occurrence and during the investigative period, for the purpose of providing legal advice and guidance to the Member(s) involved during the period of the investigation. The benefit afforded the Member(s) under this clause ceases upon completion of the SIU investigation. This does not preclude coverage under other clauses of this Article.

- 12.03 The Officer in Charge shall be required to give an active Association Board Member immediate notification of any investigation involving the Special Investigations Unit.
- 12.04 Where a question arises as to reasonable legal costs, the Board shall indemnify the Member at 1.5 times the scale established by the Legal Aid Plan.
- 12.05 The provisions of 12.01 shall not restrict the Board from indemnifying a Member whose conduct in the performance of their duties is or may be called into question in a proceeding or inquiry not specified in Article 12.01. Legal advice and/or counsel in each case will be the subject of discussion between the Board and the Association.
- 12.06 Notwithstanding clause 12.01, the Board may refuse payment otherwise authorized under Article 12.01 where the Board can establish that the actions of the Member from which the charges arose amounted to a gross dereliction of duty or deliberate abuse of their powers as a Police Officer.

ARTICLE 13 - HOURS OF WORK

- 13.01 The work week shall consist of a five (5) day, forty (40) hour week. Consecutive days off shall be granted except in emergencies. The discretion of the Chief of Police shall be absolute in determining the emergency of the situation.
- 13.02 Notwithstanding Article 13.01 the Compressed Work Week schedule whereby Members work fourteen 10 hour shifts and seven 8 hour shifts in a 35 day cycle shall be continued in the Divisions where it was applicable on January 1, 1988. The work week shall average 40 hours. Consecutive days off shall be granted except in emergencies. The discretion of the Chief of Police shall be absolute in determining the emergency of the situation.
- 13.03 Hours of work for Uniform Patrol and Traffic Branch personnel, who are on the Compressed Work Week described in Article 13.02 shall be as follows:

Day Shift	-	10 consecutive hours between 0600 - 1800 hours
Evening Shift	-	10 consecutive hours between 1300 - 0300 hours
Night Shift	-	8 consecutive hours between 2000 - 0800 hours

The hours for any block of working shifts shall be subject to the exigencies of the Service but a Member shall work the same continuous hours throughout any one (1) block of shifts.

The Member in charge shall post the work schedule thirty-five (35) days in advance.

13.04 Hours of work for the Identification, Youth, and Detective Branches who are on the Compressed Work Week shall be as follows:

Day Shift	-	0700 - 1700 hours
Evening Shift	-	10 consecutive hours between 1200 - 0200 hours
7 day 8 hour stretch	-	8 consecutive hours between 0700 - 0300 hours

The hours for the 7 day, 8 hour stretch shall be subject to the exigencies of the Service, but a Member shall work the same 8 continuous hours throughout the 7 days. The Member in charge shall post the work schedule for the evening shift and the 8 hour shift 35 days in advance.

13.05 Hours of work for the Emergency Response Unit, shall be as follows:

Day Shift	-	10 consecutive hours between 0600 - 1800 hours
Evening Shift	-	10 consecutive hours between 1300 - 0300 hours

The hours of work shall consist of a three platoon system comprised of four (4) ten (10) hour days, five (5) days off, five (5) ten (10) hour afternoon shifts, two (2) days off, three (3) ten (10) hour afternoon shifts and two (2) days off. Each Wednesday shall be a day shift for Training purposes.

13.06 Members in the Identification, Youth, Traffic, Divisional Detective and Uniform Patrol Branches who are required, due to the exigencies of the Service, to work an unscheduled shift change, shall have the overtime rate applied for the following shift worked.

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

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

13.09 (a) When Daylight Saving Time ends, Members who are scheduled to work a shift which encompasses the time change will accrue one (1) hour of overtime upon completing their regular scheduled shift.

(b) When Daylight Saving Time begins, Members who are scheduled to work a shift which encompasses the time change will have a shortfall of one (1) hour upon completing their regular scheduled shift. Such shortfall will be drawn (or borrowed if necessary) from the full time Member's overtime bank.

ARTICLE 14 - EXCHANGE OF SHIFTS

14.01 A Member may request to be relieved of their shift through an exchange of shifts by submitting a request utilizing the appropriate format by both the Applicant Member and the Relief Member to the Applicant Member's Officer in Charge and the Relief Member's Officer in Charge not less than forty-eight (48) hours prior to the relevant shift.

The request shall be approved provided:

- (a) The Applicant Member has not made a disproportionate number of such requests in the past;
- (b) The Relief Member has had training for and is capable of assuming the Applicant Member's duties. If the Applicant Member and Relief Member work in different Divisions, they shall report to the other Member's home Division in uniform and ready for assignment in time to attend the involved Member's shift briefing;
- (c) The involved Members will not thereby work two (2) consecutive shifts;
- (d) The exchange or relief will not impair the efficiency or morale of the shift or the Service;
- (e) The request shall specify both the dates to be worked by the Applicant Member and Relief Member.

14.02 If the Officer in Charge of the shift should refuse the request they shall forward the application and their reasons to the Officer in Charge of the Division for review. The

discretion of the Officer in Charge of the division, when exercised, shall be final and not subject to grievance procedure.

- 14.03 Upon request in writing signed by the Applicant, the Officer in Charge of their shift may permit the applicant to switch their days off in order to secure a specific day off for a special reason if in the absolute discretion of the Officer in Charge such an arrangement will not impair the overall efficiency or morale of the shifts affected, or the Service.
- 14.04 Where the reasons for requesting an exchange of duties or days off is not deemed adequate by the Chief of Police, the Member may nevertheless be granted time off at the discretion of the Chief of Police in accordance with Article 11.02.
- 14.05 If a Member is scheduled to work both Christmas Day and New Year's Day of the same holiday season, they shall be entitled to exchange one of their regular days off for one of those days.
- 14.06 At the request of the Member, Christmas Eve or New Year's Eve may be granted in lieu of Christmas Day or New Year's Day.
- 14.07 Article 14.05 and 14.06 do not apply to those on the Compressed Work Week referred to in Article 13.02, however, the Board agrees that if it can reasonably do so it will schedule those otherwise entitled days.

ARTICLE 15 - LUNCH PERIOD, MEAL ALLOWANCE

- 15.01 A Member shall be assigned a paid one (1) hour lunch period to commence after the completion of two and one-half (2½) hours duty and be completed a minimum of two (2) hours preceding the end of the shift. When the requirements of the Service do not permit the taking of an assigned lunch period, the Member and the Member's supervisory Officer may agree upon some other period during the said tour, or the Member shall be credited with one (1) hour straight time which shall be recorded on the appropriate form in accordance with the provisions of Article 11.01.
- 15.02 A Member who is out of the Region over a normal meal period on duty or on a court attendance arising from the performance of their duties shall be reimbursed for a meal(s) as per the schedule below, provided the Member was not provided with the meal(s).

Breakfast: Ten Dollars (\$10.00)

Lunch: Twenty Dollars (\$20.00)

Dinner: Thirty Dollars (\$30.00)

- 15.03 A Member who is on duty within the Region three (3) hours prior to the start of their normal shift and/or three (3) hours beyond their normal shift, shall be allowed the meal allowance of Sixteen (\$16.00) Dollars and no receipt shall be required. If, due to the exigencies of the Service, a Member works a full eight (8) hours beyond their normal shift, a second overtime meal allowance will be provided. Payment of this meal allowance shall be automatically made on the following pay period after the overtime is worked.
- 15.04 When a Member works an overtime shift of eight (8) or more hours, the Member shall receive the lunch period(s) associated with the shift, and should the requirements of the Service not permit the taking of the lunch period(s), the Member shall be credited with the duration of the missed lunch period(s) at straight time.

ARTICLE 16 - CLOTHING

- 16.01 Clothing and footwear will be issued in accordance with the department regulations. Clothing issued will include summer uniforms for uniformed personnel.
- 16.02 Members of the Plainclothes Branches shall be entitled to a clothing and footwear allowance of One Thousand Two Hundred Dollars (\$1,200.00).
- 16.03 Invoices for such items referred to in Articles 16.02 and 16.05, will be paid upon the production of an itemized paid bill - to the extent of the allowance credited to the Member.
- 16.04 A Member's uniform or a Plainclothes Member's clothing suitable for court attendance, will be dry cleaned bi-weekly, or as required, except for the following exclusions:
- Summer hats
 - Police pants, except where soiled or damaged due to work-related biohazards, as approved by a supervisor
 - Police shirts and police sweaters by exception only with approval from Stores Fleet Manager through Stores at Police Headquarters
 - Sweatshirts
 - Silk dresses and blouses
 - Leather clothing
 - Suede clothing

- Toques
 - T-Shirts
 - Fur and otherwise trimmed garments
- 16.05 Constables who are assigned to a Plainclothes Division for a period in excess of thirty-five (35) calendar days will receive a prorated clothing allowance for the period of their assignment.
- 16.06 Members shall be issued with body armour that:
- (a) is sized and measured to fit each individual Member;
 - (b) is replaced every five (5) years or earlier if damaged or if the fit changes with the approval of the Manager, Materials Management and Fleet or designate;
 - (c) has vest holders replaced every two (2) years or as required with the approval of the Manager, Materials Management and Fleet or designate;
 - (d) is the best quality body armour available on the market at the time of issue for protection, comfort and fit, as defined by the National Institute of Justice and the Waterloo Regional Police Service standards.

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

ARTICLE 17 - ALLOWANCE FOR ATTENDING CLASSES

- 17.01 A Member attending classes or attending to police business away from their usual abode shall receive a Ten Dollar (\$10.00) per day allowance per night away, including Saturday and/or Sunday night.
- 17.02 Members who use their own automobiles to attend courses of instruction outside the Region which they are required to attend by the Board will receive mileage at the Regional Municipality of Waterloo mileage rate, subject to the following conditions:
- (a) one (1) trip to attend course of instruction including recruit training;
 - (b) one (1) additional trip for each five (5) weeks of completed course of instruction excluding recruit training;

- (c) additional trip(s) for the purpose of attending court or other authorized police duties;
- (d) travel allowances provided by other levels of government are to be paid over to the Service in exchange for mileage.

17.03 When a Member attends a work-related course, conference or meeting, (exclusive of Article 18) outside of the Regional Municipality of Waterloo, more than sixty (60) km from Police Headquarters, in which off duty time is spent in travel, the Member shall be paid one (1) minute for each kilometer traveled from Headquarters and return to, for travelling time by motor vehicle, to a maximum of eight (8) hours. When travel occurs during both off and on duty hours, Members may claim for kilometers travelled during their off duty hours only. Air travel time shall be treated as on duty time, which includes airport check in time, as specified by the carrier, air flight time to destination and travel time directly from airport to place of final accommodation or business.

17.04 Members authorized for overnight accommodation while attending a training course or training opportunity shall not be required to share a room.

ARTICLE 18 - TUITION FOR SUPPLEMENTARY EDUCATION

18.01 A Member who attends a course of study relevant to police work as approved by the Board shall receive an interest free loan to pay the tuition fee, which loan will be forgiven on the successful completion of the course, or repaid if the Member does not complete the course successfully. Where the course is not approved by the Board, the Member's application shall be returned with a brief explanation. Should the Member leave the employment of the Waterloo Regional Police Service within two years of completing the course (except for medical reasons) the full amount of the loan will be repayable to the Board.

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

ARTICLE 19 - DEPARTMENTAL BY-LAWS

19.01 All future by-laws and regulations proposed by the Board for the government of the Service shall be referred to the Association before enactment and the Association shall be given an opportunity to make submission thereon. This provision shall not limit the absolute authority of the Board to enact by-laws and regulations and the enactments shall not be subject to grievance proceedings except insofar as such enactments offend the provisions of this Agreement or the Police Services Act.

ARTICLE 20 - INJURY ON DUTY

20.01 When a Member of the Service is absent by reason of illness or injury occasioned by, or as a result of, their duties within the meaning of the *Workplace Safety and Insurance Act*, they will be entitled to their full pay while they are thereby incapacitated and there shall be no loss of accumulated sick leave credits. "Full pay" shall be interpreted so as to preclude the possibility of a Member receiving a greater net pay while on Compensation than while working. Pension and benefit calculations are to be based upon the Member's salary as per Appendix "A". This provision shall not prevent the Chief of Police from assigning light duties which they are capable of performing in spite of the disability of such Member.

20.02 A Member who incurs an injury on duty of sufficient seriousness to require absence from work extending into the Member's annual leave or who incurs an accident or sickness which requires hospitalization before and either extending into the Member's annual leave or requiring convalescence such that the Member would not have been able to work on or before the first day of the annual leave will be permitted to change the annual leave for a time to be mutually agreed on between the Member and their N.C.O. All such requests must be made prior to the commencement of this leave. All requests will be in writing and supported by a Doctor's certificate.

ARTICLE 21 - STATUTORY OR DECLARED HOLIDAYS

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

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

- 21.02 In each year, a Member will receive twelve (12) days or ninety-six (96) hours holidays in lieu of statutory holidays as provided in Article 21.01. Five (5) days or forty (40) hours to be given in the form of pay on the 1st of December, or on the regular pay date preceding December 1st. Seven (7) days or fifty-six (56) hours will be taken in time off in a block of thirty (30), forty (40) or fifty-six (56) hours. The remaining time, if any, will be taken as casual time off during the year. This time off must be submitted by request to the Officer in Charge or designate who shall make a determination within three (3) working days of receiving the request. Members with less than one (1) year of service will receive one (1) day or eight (8) hours for each completed month of service to a maximum of twelve (12) days or ninety-six (96) hours, in lieu of statutory holiday.
- 21.03 In each year, in lieu of taking the five (5) days (40 hours maximum) referred to in Article 21.02 a Member may take those days as a block of statutory holiday leave or casual days off provided the Member so requests and provided the Chief of Police consents. Members determining whether to be paid or taking statutory holidays off after November 1st shall submit the request by October 15th and the Officer in Charge or designate shall make a determination within three (3) working days of receiving the request. Members requesting time off after November 1st for dates other than Christmas Eve, Christmas Day, Boxing Day, New Year's Eve and New Year's Day, shall submit the request before October 15th. Their Supervisor shall make a determination within three (3) working days of receiving the request. Members requesting time off for Christmas Eve, Christmas Day, Boxing Day, New Year's Eve and New Year's Day, shall submit the request on or before October 15th. Their Supervisor shall make a determination on these requests based on a seniority basis by October 22nd.
- 21.04 A Member required to work on a statutory or declared holiday referred to in Article 21.01, 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. Unless required to work by a Supervisor, Members working a Monday to Friday day shift schedule shall only be paid at their regular rate of pay on all worked statutory and declared holidays.
- 21.05 In the case where a Member is working the Compressed Work Week the aforementioned days will be calculated as hours: (1 day = 8 hours).

ARTICLE 22 - ASSOCIATION MEETINGS

- 22.01 Eight (8) Members of the Association will each be allowed five (5) consecutive days and essential travelling time off to attend the Annual Police Association of Ontario Conference without loss of pay for normally scheduled work time. Arrangements will also be made on request to switch duties of two (2) other Members so they may attend the Conference. The Association may choose to utilize one (1) of these eight (8) leaves for attendance at the Annual Conference of the Canadian Police Association.
- 22.02 Four (4) Members of the Association will be allowed two (2) days each and essential travelling time to attend three (3) two-day Member meetings of the Police Association of Ontario. Arrangements will also be made upon request to switch the duties of another Member so they may attend three (3) two-day Member meetings of the Police Association of Ontario.
- 22.03 If a Member of the Association is elected or appointed to the Board of Directors of the Police Association of Ontario or the Canadian Police Association, such Member will be granted time off to attend three (3) two-day Member meetings, annual conference and ten (10) one-day Member meetings of the Police Association of Ontario or the Canadian Police Association and be allowed to switch duties to attend such other one-day Board meetings as may be called.
- 22.04 (a) 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
- (b) a maximum of two (2) Members of the Board of Directors and Executives of the Association having provided two weeks notice shall be entitled to time off duty to attend workshops or seminars which are sanctioned by the Association; and
- (c) 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 (a) through (c) shall be paid for such part of the time so spent so as to represent hours that they would normally have been on duty

and the cost thereof shall be charged to the "Bank" established under Article 22.05. Notwithstanding the authority to make these deductions, where Members are required to attend negotiations with the Board or other Joint Management/Association Meetings, no deduction will be made from the "Bank" but such time will be deemed to represent hours that the Member(s) would normally have been on duty and the time applied towards the Member's regularly scheduled shift provided that the shift falls within twenty-four (24) hours of the meeting. In the application of this Article a Member shall not be entitled to overtime and a meeting which exceeds six (6) hours shall be considered a full shift worked.

- 22.05 Each Member of the Association shall have one (1) hour deducted from their accumulated court-time and overtime and the value of the time so deducted shall be used to pay the payments to be made to Executive Members under Article 22.04. Whenever, this "Bank" is exhausted it will be replenished by deducting a further hour from the accumulated court-time and overtime of each Member. The Board will provide to the Association at four month intervals, a statement of the "Bank" which will identify credits, debits and the balance at the end of the period.
- 22.06 Articles 22.01, 22.02, 22.03, and 22.04 will be applied as written whether the Members involved are scheduled to work 8-hour shifts or 10 hour shifts.
- 22.07 One (1) or two (2) Members selected by the Association shall be granted leave of absence from their duties to act as Association Business Agent with no loss of their seniority or fringe benefits. The Association shall reimburse the Board for the full cost of such Member(s) including fringe benefits. However, the Member(s) shall continue to accrue sick leave credits as per Article 26.01 and shall be credited to their individual Sick Leave Bank. Sick leave taken shall be reported annually to the Administration.

ARTICLE 23 – GRIEVANCES, COMPLAINT AND GRIEVANCE PROCEDURES

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

- 23.01 When a Member of the Bargaining Unit has any grievance or complaint, they shall forthwith (but in any event, no later than twenty-one days) convey to their immediate Supervisor, in writing, all facts relative to the grievance or complaint. The Member, with Association representation if requested, and the Supervisor shall make every attempt to resolve the problem at this preliminary stage.

23.02 If, after an additional fourteen (14) days, the Member of the Bargaining Unit and the Supervisor fail to resolve the grievance or complaint to the satisfaction of the Member, or if the Supervisor 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 Supervisor.
- (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 Deputy Chief or their designee for consideration.
- (c) The Deputy Chief shall hear or receive the complaint or grievance and within 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 or their designee, or if the Deputy Chief 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 or their designee.
- (e) The Chief 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 on the matter.

This procedure shall not preclude the Board (after consulting with the Chief) from referring the complaint to the Ontario Civilian Police Commission (OCPC) 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, or if the Chief 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 (or any succession provisions thereof), or
 - (ii) Where the differences arise from other causes refer the dispute, grievance or complaint to the Ontario Civilian Police Commission (OCPD) 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) A Policy grievance regarding a question of the application or interpretation of the provision of this Agreement, or
 - (ii) A group of employees, or
 - (iii) The dismissal of any employee, or group of employees;

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

23.03 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.

23.04 Replies to grievances shall be in writing at all stages.

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

ARTICLE 24 - PENSIONS

24.01 Upon employment, each Member shall be enrolled in the Ontario Municipal Employees Retirement System (OMERS) Plan and 2% OMERS Type I and Type III Supplementary Plan, providing for a normal retirement pension in respect of their credited service equal to the indicated percentage of their best sixty (60) consecutive months average salary

multiplied by the number of years of credited service, adjusted for Canada Pension Plan and reduced by the normal retirement pension payable to the employee under any other approved pension plan in respect of their service and providing an early retirement pension equal to their basic pension and supplementary pension without actuarial discount on retirement within ten (10) years before their normal retirement date, if they are permanently, partially disabled or has completed thirty (30) years of service. All continuous service in municipal Police Forces in Waterloo County prior to January 1st, 1973 as well as any optional service as defined in OMERS regulations the Member may have, shall be included for the purposes of this Article. Each participating Member shall have deducted from their salary the amount to be contributed by the Member required by the OMERS Act and Regulations.

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

24.03 Qualified Members of the Association are allowed to purchase past service in accordance with OMERS regulations as follows:

- (a) Service with any municipality or Local Board in Canada.
- (b) Service with the Civil Service of Canada or of any Province of Canada.
- (c) Service with the staff of any Board, Commission or public institution established under any Act of Canada or any Province of Canada.
 - (i) That effective January 1st, 1978, any Member of the Service may establish optional service in the existing pension provisions for all or part of such service in accordance with the provisions of the OMERS Act and regulations, and,
 - (ii) Further that the payment for such credited optional service will be in accordance with the provisions of the OMERS Act and regulations, and,
 - (iii) Further that the application for such credited optional service will be in accordance with the provisions of the OMERS Act and regulations.

ARTICLE 25 - BENEFIT COVERAGE

25.01 Each 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 by the Police Service as they are received by the provider and any changes made to the master plan and/or policies will be forwarded to the Association forthwith or upon request. In the case of a dispute with the provider, at the request of a Member, the Police Service will make inquiries in support of the Member to ensure that they receive their full benefit entitlement. The Police Service responsibility shall be limited solely to the proper payment of the premiums.

25.02 Provincial Health Plan

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

25.03 Extended Health Care Plan

Each Member, on the first day of the month following their date of being taken on strength, 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 Ten Dollars (\$10.00) per prescription. For the purposes of this Article, prescribed drugs to treat erectile dysfunction shall be covered by the drug plan, to a maximum of: Five Hundred Dollars (\$500.00) per year, increased to Five Hundred and Fifty Dollars (\$550.00) per year effective January 1, 2023 and Six Hundred Dollars (\$600.00) per year effective January 1, 2024;
- **vision care** subject to a maximum per person per two (2) consecutive calendar year period of: Four Hundred Dollars (\$400.00) in 2020; Four Hundred and Fifty Dollars (\$450.00) effective January 1, 2022 and Four Hundred and Seventy-five Dollars (\$475.00) effective January 1, 2023. Laser eye surgery is included in the overall vision maximums;

- supplementary hospital benefit; (**semi-private accommodation**);
- supplementary health care benefit provided they are prescribed by a physician including:
 - services of a **registered nurse and/or registered practical nurse** limited to Twenty-five Thousand Dollars (\$25,000.00) in a calendar year,
 - services of a **physiotherapist**,
 - services of a **speech pathologist** limited to Seven Hundred and Fifty Dollars (\$750.00) in a calendar year,
 - **rental or purchase** (at insurance company's option), of a wheel chair, hospital bed, walker and other durable equipment (approved by insurance company), required for temporary therapeutic use,
 - **trusses, crutches and braces**,
 - artificial limbs or eyes or other **prosthetic appliances**,
 - **intrauterine devices**, but not including fees for insertion,
 - **oxygen and oxygen delivery equipment**,
 - diagnostic laboratory and x-ray **examination**,
 - licenced **ground ambulance** service to the nearest hospital equipped to provide the required treatment,
 - emergency **air ambulance** service,
 - services of a **dental surgeon** required for the treatment of a fractured jaw or for the treatment of accidental injuries to natural teeth if the fracture or injury was caused by external, violent and accidental means provided the services are performed within 36 months of the accident,
 - Services of a **registered massage therapist**, limited to a yearly maximum benefit per person of One Thousand Dollars (\$1,000.00). Effective January 1, 2022, included in this maximum, the services of an **acupuncturist** practicing in

compliance with the College of Traditional Chinese Medicine Practitioners and Acupuncturist of Ontario, the governing body for Acupuncturists.

- services of a **chiropractor**, limited to Five Hundred Dollars (\$500.00) in a calendar year,
- services of an **osteopath**, limited to Five Hundred Dollars (\$500.00) in a calendar year,
- services of a **naturopath**, limited to Five Hundred Dollars (\$500.00) in a calendar year,
- services of a **podiatrist**, limited to Five Hundred Dollars (\$500.00) in a calendar year,
- services of a **registered psychologist, registered psychiatrist, registered psychotherapist, or registered social worker or a therapist who is licensed by their provincial regulatory agency or is a registered member of a professional association as recognized by the insurance carrier** limited to Ten Thousand Dollars (\$10,000.00) per Member and Four Thousand Dollars (\$4,000.00) for each dependent in a calendar year. These increases are effective as of September 27, 2021.
- **Continuous Glucose Monitoring (CGM) Systems**, receivers, transmitters or sensors, for persons diagnosed with Type 1 diabetes, up to a combined maximum of Seven Thousand, Five Hundred Dollars (\$7,500.00) per person, per benefit year. Sunlife must be provided with a doctor's note confirming the diagnoses,
- **hearing aids** and repairs to them, excluding batteries, limited to Seven Hundred and Fifty Dollars (\$750.00) during the three (3) year period ending on the date an eligible expense is incurred,
- services of an **Audiologist** limited to Seventy-Five Dollars (\$75.00) per three (3) consecutive calendar years;
- **orthopedic shoes** which are part of a brace or specially constructed, limited to One Hundred and Fifty Dollars (\$150.00) 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,
- wigs or hair pieces limited to Three Hundred and Fifty Dollars (\$350.00) per calendar year when prescribed by a doctor or Five Hundred Dollars (\$500.00) per person per lifetime.

NOTE: MANY OF THE ABOVE BENEFITS HAVE LIMITS ON THE EXTENT AND APPLICABILITY OF THE COVERAGES. SPECIFIC DETAILS SHOULD BE ACCESSED THROUGH THE HUMAN RESOURCES BRANCH.

25.04 Dental Coverage

Each Member, on the first day of the month following their date of being taken on strength, 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%	\$3,000* Jan 1, 2020 \$3,250* Jan 1, 2022 \$3,500* Jan 1, 2023
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.**

****Dental implants will only be covered if the procedure is an alternative procedure to crowns and bridges, as recommended by the Member's dentist, and with a monetary limit equal to coverage for alternative crowns or bridge procedure. In order to be eligible for coverage, the Member will ensure that an estimate for the crown or bridge is submitted with the dental implant estimate.**

Routine dental checkups are to be provided once in each nine (9) month period and six (6) months for dependents aged 16 and under. 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

25.05 Group Life and Accidental Death and Dismemberment Insurance

Each Member, on the first day of the month following their date of being taken on strength, will be provided both Group Life and Accidental Death and Dismemberment Insurance in an amount equal to two (2) times basic annual salary, until the end of the month in which the Member turns age 70. 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.

25.06 Dependent Life Insurance

Each Member with eligible dependents, on the first day of the month following their date of being taken on strength, will be provided, at the expense of the Board, with Dependent Life Insurance coverage, of Twenty Thousand Dollars (\$20,000.00) for spouse and Ten Thousand Dollars (\$10,000.00) for each eligible child, until the end of the month in which the Member turns age 70.

25.07 Spouse of Deceased Member

- (a) Benefit coverage for the spouse of a deceased Member with fifteen (15) or more years service will continue until;

- (i) age 65, or
 - (ii) remarriage, or
 - (iii) eligible for coverage through another Employer.
- (b) Benefit coverage for the spouse of a deceased Member with less than fifteen (15) years service will continue for twenty-four (24) months.
- (c) After the age of sixty-five (65), if not remarried, the spouse of a deceased Member may opt to pay the premium of the group plan in order to maintain the same benefit coverage. This must occur within sixty (60) days of the deceased Member's spouse attaining the age of sixty-five (65). If the spouse of the deceased Member is above the age of sixty-five (65) upon the death of the Member, the spouse may opt within sixty (60) days of the death of the Member to pay the premium of the group plan in order to maintain coverage.
- (d) The surviving partner of a Member killed in the line of duty shall have continued family benefit coverage pursuant to Article 25.01. This coverage shall continue until remarriage or eligible for coverage through another Employer. Eligible dependents are defined by our existing benefit plan.

25.08 Retired Members Coverage

- (a) All Retired Members hired on or after September 28, 2021, will be provided the following benefit coverage:
 - (i) Extended Health Care Plan and Dental coverage as provided in Articles 25.03 and 25.04 until the Member attains the age sixty-five (65); premiums to be borne one hundred percent (100%) by the Board. Members shall be limited to services of a psychologist to Four Thousand Dollars (\$4,000.00) per calendar year.
 - (ii) After the age of sixty-five (65) until the Member attains the age of seventy-five (75), a Health Care Spending account limited to Three Thousand, Five Hundred Dollars (\$3,500.00) per calendar year.
- (b) All Retired Members hired on or before September 27, 2021, shall be provided with the following benefit coverage:
 - (i) Extended Health Care Plan; as provided in Article 25.03, premiums to be

borne one hundred percent (100%) by the Board. Retired Members shall be limited to services of a **registered psychologist, registered psychiatrist, registered psychotherapist, or a registered social worker or a therapist who is licensed by their provincial regulatory agency or is a registered member of a professional association as recognized by the insurance carrier** limited to:

- (a) Members who retired prior to January 1, 2015, limited to Two Thousand Dollars (\$2,000.00) per calendar year.
- (b) Effective as of September 27, 2021, Members who retired on and after January 1, 2015, limited to Four Thousand Dollars (\$4,000.00) for each retired Member and for each dependent in a calendar year.
- (ii) Dental Plan; as provided in Article 25.04, premiums to be borne one hundred percent (100%) by the Retiree. (Post-dated cheques will be provided in advance and the Plan shall be administered by the Board.)
- (c) Members who retired prior to June 1, 1997, shall be provided with benefit coverage (Extended Health Care and Dental) as it existed in the 1995 Collective Agreement. Members retiring June 1, 1997, or later shall be provided with benefit coverage (Extended Health Care and Dental) as modified in the 1996 - 1999 Collective Agreement.
- (d) Group Life and Accidental Death and Dismemberment Insurance; premiums to be borne one hundred percent (100%) by the Board, as provided below for Members who retire on or after June 30, 1987:
 - 1. From date of retirement to the end of the month in which the Member attains the age of sixty (60) years - the amount in effect on the date of retirement.
 - 2. From the end of the month in which the Member attains the age of sixty (60) years to the end of the month in which the Member attains the age of sixty-five (65) years - Twenty Thousand Dollars (\$20,000.00).

25.09 Spouse of Deceased Retiree

The Board will extend to the spouse of a deceased retiree the same benefit coverage as provided for the Retired Member in Articles 25.08 (a) and 25.08 (b), subject to the provision

of clause (c), until the age of sixty-five (65), or remarriage. After the age of sixty-five (65), if not remarried, the spouse of the deceased retiree may opt to pay the premium of the group plan in order to maintain coverage. This must occur within sixty (60) days of the deceased retiree's spouse attaining the age of sixty-five (65). If the spouse of the deceased retiree is above the age of sixty-five (65) upon the death of the retiree, the spouse may opt within sixty (60) days of the death of the retiree to pay the premium of the group plan in order to maintain coverage.

- 25.10 The ninety (90) day waiting period as required in the above benefit coverage shall be waived for an Officer who is hired directly from another Canadian Municipal or Provincial Police Service, the Royal Canadian Mounted Police, the Canadian Military Police or Railway Police.
- 25.11 A Member has the right of access to all the Member's health information held by the Board, including the right to submit corrections supported by additional medical documentation or a notation of the Member's objection.
- 25.12 The Board shall not reveal any health information concerning a present or former Member to a third party, unless otherwise required by law, without the consent of the Member. For the purpose of this Article, a third party will not include the Regional Municipality of Waterloo Human Resources Department where the information is provided for a bona fide administrative purpose. The Region of Waterloo will be bound by the same terms of confidentiality as the Board.

ARTICLE 26 - SICK LEAVE

Note: Article 26 was amended as of June 25, 2019, July 22, 2019 and October 6, 2021. Refer to Appendix H.

- 26.01 Each Member covered by this Agreement shall be granted one and one-half days (1 ½) leave on account of sickness for each and every month of continuous service with full pay at the Member's current rate of pay. The days of unused sick leave shall be accumulated. A current account of hours standing to a Member's credit shall be recorded on TAMS or other electronic means. Should a Member not have access to their attendance record, the information shall be provided upon request.

- 26.02 A Member to whom Article 26.01 applies who is off work because of illness or non-compensable injury will receive full pay on an hour for hour basis to the extent of their unused credits.
- 26.03 Upon termination of employment a Member who has completed five (5) years of continuous service shall be eligible to be paid for fifty percent (50%) of their unused sick leave credit at their current rate of pay at termination, to a maximum of six (6) months pay. This payment may be taken in a lump sum or in bi-weekly payments. In the case of the death of the Member the payment will be made to their estate. The accumulated sick leave payout will not apply to Members hired after August 15, 2005.
- 26.04 Each Member of the Association shall contribute one (1) day of their accumulated sick leave to a Central Sick Leave Bank and shall give additional days as required. The number of accumulated sick leave days contributed by a Member to the Central Sick Leave Bank shall not exceed one-half ($\frac{1}{2}$) day per month or six (6) days in a given year, thereby allowing a Member to retain a minimum of one (1) day per month for the Member's own personal use. A Member who continues to be medically unfit for duty after they have exhausted their sick leave credits may draw from this Central Sick Leave Bank. Before a Member is allowed to draw from the Central Sick Leave Bank they must submit a medical report from their physician for consideration by the Association. The Association will determine eligibility. The Board will provide to the Association at four month intervals, a statement of the Central Sick Leave Bank which will identify credits, debits and the balance at the end of the period.
- 26.05 In accordance with Article 26.03, a Member may at their option elect to take the unused sick leave credits (fifty percent (50%) 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 26.03 will pay.
- 26.06 In the case where a Member is working the Compressed Work Week the aforementioned days will be calculated as hours: (1 day = 8 hours).

- 26.07 A Member absent on Workers' Compensation as a result of an action involving a third party shall notify the Workplace Safety and Insurance Board in writing of their decision to take the benefit package of the Workplace Safety and Insurance Board or not within ninety (90) days of the accident. No benefits will be paid to the Member beyond the ninety (90) days unless such notice is received. If a Member decides to take action against a third party, such action shall include the recovery of their full salary paid to the Member during a period of incapacity. The recovery shall be payable to the Board when received. Upon reimbursement, sick leave days used shall be restored to the Member's Sick Leave Bank or the Central Sick Leave Bank, as the case may be.
- 26.08 Sick leave may not be used where an accident or injury results in lost time which was caused by a third party unless the Member agrees in writing to permit the Board to subrogate its claim. If the Member sues the third party, recovery of the benefits shall be included in the action and paid over to the Board when received. If the Member elects not to sue, the Board may sue in the name of the Member for its subrogated claim. Upon reimbursement, sick leave days used shall be restored to the Member's Sick Leave Bank or the Central Sick Leave Bank, as the case may be.

ARTICLE 27 – FAMILY SICK LEAVE AND FAMILY CARE LEAVE

27.01 Family Sick Leave

Forty (40) 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, grandparent, and grandchild, 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 (5) days may be granted upon special request to the Chief of Police.

27.02 Family Care Leave

- (a) Family care leave shall be defined as an absence from employment for the purposes of:

- (i) child care
 - (ii) elder care
 - (iii) other family care requirements
- (b) Subject to the exigencies of the Service, Members may request the use of annual leave, accrued or overtime bank, at the Member's discretion, for emergency purpose only, for a period of up to five (5) days for family care leave purposes, in each calendar year. Those Members who have exhausted the aforementioned leaves banks may request non-paid leave. Leave days may be taken individually or consecutively.
- (c) Leave requests shall not be unreasonably denied.

ARTICLE 28 - PREGNANCY AND PARENTAL LEAVE

28.01 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:

- (a) 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. Pregnancy leave shall end seventeen (17) weeks after it begins or on an earlier date if the Member gives the employer at least four (4) weeks' written notice of that date.
- (b) Every pregnant Member shall provide a letter to the Chief of Police from a qualified medical practitioner verifying their pregnancy and the expected date of delivery, as soon as possible.
- (c) Such Member shall commence pregnancy leave no earlier than seventeen (17) weeks prior to the expected date of delivery and no later than the date of birth or the due date, whichever is earlier.
- (d) Every pregnant Member shall provide the Chief of Police with at least two (2) weeks' notice in writing of the date their pregnancy leave is to begin. The pregnant Member is entitled to change this start date by providing the Chief of Police with new written notice at least two (2) weeks before the new date. 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.

- (e) A Member who has a miscarriage or stillbirth within the seventeen (17) week period preceding the expected birth date is also entitled to a pregnancy leave commencing, at the latest, the date of the miscarriage or stillbirth. The pregnancy leave of a Member who has a miscarriage or stillbirth ends on the date that is the latter of:
 - (i) seventeen (17) weeks after the leave began; or
 - (ii) twelve (12) weeks after the stillbirth or miscarriage.
- (f) A Member who stops working earlier than expected because of a birth, stillbirth, miscarriage, or complications relating to the pregnancy has two (2) weeks after they have stopped working to provide the Chief of Police with written notice of the day the pregnancy leave began or will begin. If requested, a Member will be required to provide a certificate from a legally qualified medical practitioner in accordance with the *Employment Standards Act*.

28.02 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:

- (a) 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 sixty-one (61) week leave of absence in the case of birth parents having taken a pregnancy leave or a sixty-three (63) week leave of absence for all other parents, without pay following:
 - (i) the birth of the child; or
 - (ii) the coming of the child into the custody, care and control of a parent for the first time.
- (b) The parental leave of a Member may begin no more than seventy-eight (78) 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.

- (c) 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. The Member is entitled to change this start date by providing the Chief of Police with new written notice at least two (2) weeks before the new date. 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.
- (d) A Member who stops working earlier than expected because a child is born or comes into the Member's custody, care and control for the first time earlier than expected has two (2) weeks after they have stopped working to provide the Chief of Police with written notice that they are taking parental leave. The parental leave will begin on the day the Member stops working.
- (e) Parental leave shall end sixty-one (61) weeks, in the case of birth parents, or sixty-three (63) 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.

28.03 If a Member does not return to duty following completion of their parental and/or pregnancy leave, their employment will be deemed to have ended, unless the Chief of Police consents to an additional unpaid leave of absence. The Member will then receive payment for any benefits to which they may be entitled similar to other Members terminating their employment with the Service.

28.04 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 as outlined below:

- (1) A Member who elects to receive EI benefits over a twelve (12) month period (at a rate of 55% up to the maximum insurable earnings) shall be paid the following supplementary benefits:
 - (a) Eighty percent (80%) of the Member's regular weekly earnings for the one (1) week employment insurance waiting period if the Member is required to serve such a one (1) week waiting period;

- (b) For pregnancy leave, if applicable, the difference between eighty percent (80%) 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;
 - (c) For parental leave, if applicable, the difference between eighty percent (80%) 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; and
 - (d) Eighty percent (80%) of the Member's regular weekly earnings for the final one (1) week of the Member's leave of absence, be it pregnancy leave or parental leave as the case may be, provided that the Member takes the full leave afforded to them under the *Employment Standards Act*.
- (2) A Member who elects to receive EI benefits over an eighteen (18) month period (at a rate of 33% up to the maximum insurable earnings) shall be paid the following supplementary benefits:
 - (a) Eighty percent (80%) of the Member's regular weekly earnings for the one (1) week employment insurance waiting period if the Member is required to serve such a one (1) week waiting period;
 - (b) For pregnancy leave, if applicable, the difference between eighty percent (80%) 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;
 - (c) For parental leave, if applicable, the difference between eighty percent (80%) of the Member's regular weekly earnings and the sum of the Member's weekly Employment Insurance benefits that would have been payable to the Member if they had elected to receive Employment Insurance benefits over twelve (12) months for a maximum period of ten (10) weeks; and
 - (d) Eighty percent (80%) of the Member's regular weekly earnings for the final one (1) week of the Member's leave of absence, be it pregnancy leave or

parental leave as the case may be, provided that the Member takes the full leave afforded to them under the *Employment Standards Act*.

"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.

28.05 While a Member is on a pregnancy and/or parental leave the Board agrees that the following shall apply:

- (a) 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.
- (b) Where a Member elects, prior to the commencement of pregnancy and/or parental leave, to continue their pension contributions pursuant to Article 24, the Board shall maintain the employer's portion.
- (c) 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 at the end of their leave.
- (d) A Member shall continue to accrue sick leave credits during a pregnancy and/or parental leave.
- (e) 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.
- (f) A Member shall continue to accrue seniority during pregnancy and/or parental leave.
- (g) A Member who has presented the Chief of Police with a letter from a qualified medical practitioner pursuant to Article 28.01 (b) shall have the option of being reassigned to station duties during the first two trimesters. The Member shall be reassigned to station duties during the third trimester.

- (h) Where a Member is reassigned to station duties due to pregnancy, the Member shall be allowed to wear civilian clothing.
- (i) A Member on pregnancy and/or parental leave who is required to attend court shall be paid in accordance with Article 10.03. Court-time shall be banked until such time the Member returns to work.
- (j) A Member on pregnancy and/or parental leave who is required to report for duty shall be paid at time and one-half (1½) of their regular rate of pay and subject to a three (3) hour minimum. Overtime shall be banked until such time the Member returns to work.

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

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

28.07 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 29 - ADOPTION LEAVE

29.01 A Member who does not take parental leave as provided in Article 28 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 30 - MARRIAGE LEAVE

30.01 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, parent or sibling* - the day of the wedding. For the purposes of this benefit, a Member who is a step-parent, step-child or step-sibling of the person being married shall be allowed the leave specified.

A Member requesting Marriage Leave shall make the request utilizing the appropriate format to the Officer in Charge no less than thirty (30) days before the date of absence.

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

ARTICLE 31 - BEREAVEMENT LEAVE

31.01 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

31.02 At the discretion of the Chief of Police, additional days to those allowed under Article 31.01 may be granted pursuant to Articles 11.02, 21.02 and 33.01.

ARTICLE 32 - PERSONAL LEAVE

32.01 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) *during a leave of absence of one (1) month or less* - the Member shall be responsible for costs normally paid by the Member;

- (b) during the second and third month of *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) during *a leave of absence greater than three (3) months and the subsequent period of absence* - 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 33 – ANNUAL LEAVE

- 33.01 Effective January 1, 2008, annual leave with pay at the Member's regular rate will be allowed annually as follows:
- 33.02 All Members with less than one year of continuous service shall receive one (1) day off for each month of continuous service up to a maximum of ten (10) days.
- 33.03 All Members who have completed one (1) year of service but have not completed three (3) years of service shall receive eighty (80) hours.
- 33.04 All Members who have completed three (3) years of service but have not completed eight (8) years of service shall receive one hundred and twenty (120) hours.
- 33.05 All Members who have completed eight (8) years of service but have not completed fifteen (15) years of service shall receive one hundred and sixty (160) hours.
- 33.06 All Members who have completed fifteen (15) years of service but have not completed twenty-three (23) years of service shall receive two hundred (200) hours.
- 33.07 All Members who have completed twenty-three (23) years of service but have not completed twenty-eight (28) years of service shall receive two hundred and forty (240) hours.
- 33.08 All Members who have completed twenty-eight (28) years of service shall receive two hundred and eighty (280) hours

- 33.09 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.
- 33.10 Any Member taking their annual leave in months other than June 15-30, July, August and September 01-15 shall receive Three Hundred Dollars (\$300.00) bonus. Five (5) days of time which may be taken in lieu of Statutory Holidays pursuant to Articles 21.02 and 21.03 is to be considered to be annual leave for this purpose.
- 33.11 Statutory leave referred to in Article 21.03, shall be signed as blocks of statutory leave after all Members have signed their allotted annual leave.
- 33.12 In the case where a Member is working the Compressed Work Week the aforementioned days will be calculated as hours: (1 day = 8 hours).
- 33.13 Should any Member be transferred or re-assigned following October 31st, Members may 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. (Members may be required to re-sign any annual leave list without requiring mutual consent when the transfer is made after October 31st if it was done to accommodate a Member or at the Member's request).
- 33.14 A list bearing the seniority of the affected Members shall be attached to all annual leave signing schedules.
- 33.15 Members shall sign annual leave by seniority within rank and based on the exigencies of the work unit, pursuant to Article 37.03. If a Member is hired on the same start date as another Member they shall sign based on the alphabetical order of surname on date of hire. Any unused annual leave remaining at December 31st of each year is forfeited by the Member, unless otherwise approved by the Chief, due to operational exigencies.
- 33.16 A Member who is hired directly from another Canadian Municipal or Provincial Police Service, the Royal Canadian Mounted Police, the Canadian Military Police or Railway Police, shall have their prior years of service recognized for the purpose of determining annual leave entitlement. A Member who is hired directly from a University Police Service, who has successfully completed the O.P.C. Basic Constable Recruit Training Course, shall have their prior years of service recognized for the purpose of determining annual

leave entitlement effective January 1, 2007. The Member will be required to submit satisfactory documentation of the prior police service as a Sworn Officer.

ARTICLE 34 - EXEMPTION FROM FOOT PATROL DUTY

34.01 No Member shall be assigned to foot patrol duty without their consent after they have attained their fiftieth (50th) birthday.

ARTICLE 35 - GENERAL PROVISIONS

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

35.02 Any Member who became a Member of the Service on January 1st, 1973 by virtue of the Regional Municipality of Waterloo Act shall be credited with continuous service prior to December 31st, 1972 in the Service of which they were a Member on that date.

35.03 Appendices form part of this Agreement.

35.04 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 36 - TRANSFERS

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

ARTICLE 37 - SENIORITY

37.01 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.

37.02 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 32 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.

37.03 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.

37.04 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. If a Member is hired on the same start date as another Member seniority shall be based on the alphabetical order of surname on date of hire.

ARTICLE 38 – LAYOFF

38.01 Notice of Layoff

- (a) In the case of a layoff affecting any classification, the Member with the least seniority in that classification shall be laid off first, except that temporary Members in the classification shall be laid off before any part time Members and part time Members in the classification shall be laid off prior to any full-time Members.
- (b) The Chief of Police or designate shall notify every Member to be laid off, and the Association, at least three (3) months prior to the effective date thereof, or award pay in lieu thereof. This notice to a Member shall be deemed notice to any Member laid off from employment as a result of displacement rights granted under this provision.

38.02 Displacement

- (a) A Member who is subject to layoff shall have the right to either:
 - i. accept the layoff;
 - ii. displace any Member who has lesser bargaining unit seniority and who is the least senior Member in a lower or identical graded classification in the bargaining unit if the Member originally subject to layoff has the qualifications, knowledge, skills and abilities to meet the normal

requirements of the job in the lower or identical graded classification without requiring more than a three (3) month familiarization period. Such Member so displaced shall be laid off. Any person displaced through the bumping procedure shall be entitled to utilize the procedure. The final Member so displaced shall be laid off; or

- iii. where a Member is subject to layoff has previously been employed in a higher paying classification, the Member may displace any Member who has lesser bargaining unit seniority and who is the least senior Member in that higher graded classification, if the Member originally subject to the layoff has the qualifications, knowledge, skills and abilities to meet the normal requirement of the Members' former job in the higher graded classification without requiring more than a three (3) month familiarization period. Such Member so displaced shall be laid off. Any person displaced through the bumping procedure shall be entitled to utilize the procedure.

The final Member so displaced shall be laid off.

- (b) The decision of the Member to choose (i), (ii), or (iii) above shall be given in writing to the Chief or designate within fourteen (14) calendar days following the notification of layoff; Members failing to do so will be deemed to have accepted layoff.
- (c) If at the conclusion of the three (3) months of familiarization noted in (a) (ii) above the Member is not able to perform the duties of the position, the Member will be deemed to accept the layoff and be placed on the recall list. The Member may elect to accept the layoff and return to the recall list at any time during the three (3) months of familiarization.

38.03 Recall

- (a) A Member shall have opportunity of recall from a layoff to an available opening, in order of seniority, provided the Member has the qualifications, knowledge, skills and abilities to perform the work, before such opening is filled on a regular basis under a job posting procedure. A familiarization period of three (3) months will be utilized to determine suitability. Should the Member be unsuitable for the position, they will be returned to layoff/recall list. The Member may elect to return to the layoff/recall list during the familiarization period.

- (b) The Chief of Police or designate shall give notice of recall by registered mail to the last recorded address of the Member. The Member shall keep the Chief of Police or designate informed at all times of the Member's current address.
- (c) It is the sole responsibility of the Member who has been laid off to notify the Chief, or designate, of the Members' intention to return to work within fourteen (14) calendar days after being notified to do so by registered mail, and to return to work within twenty-one (21) calendar days after being notified. The notification shall state the job to which the Member is eligible to be recalled and the date and time at which the Member shall report for work.
- (d) Members on layoff or notice of layoff shall be given preference for temporary vacancies which are expected to exceed fourteen (14) calendar days. A Member who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.
- (e) A laid off Member shall retain the right of recall for a period of twenty-four (24) months from the date of layoff.

38.04 Benefits on Layoff

In the event of a temporary layoff of a full-time Member, the Board shall pay its share of insured benefits premium up to six (6) months, from the end of the month in which the layoff occurs or until the laid off Member is employed elsewhere, whichever occurs first. Should the Member remain on layoff beyond six (6) months and not be employed elsewhere, the Member shall have the right to continue coverage by making direct payments to the Service for the benefit premium for a further period of six (6) months.

38.05 Police Services Act

The parties agree that permanent layoffs are subject to the *Police Services Act* and the Association and the Board shall meet within thirty (30) days of the notice of layoffs to negotiate an agreement dealing with severance. If the parties are unable to make an agreement, the parties shall comply with the obligations set out in section 40 of the *Police Services Act*.

38.06 Where the length of seniority is the same, the alphabetical order of surnames shall apply.

38.07 A Member on layoff shall be compensated for Court attendance required as a result of the performance of their duties, at the rate of pay they were receiving at the time of layoff.

ARTICLE 39 - AIR CONDITIONING

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

ARTICLE 40 - PURGING OF FILES

40.01 Except as set out in Article 40.02, 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 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.

40.02 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 41 – MILEAGE REIMBURSEMENT FOR USE OF PERSONAL VEHICLE

41.01 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.

ARTICLE 42 – JOB SHARING PROGRAM

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

42.01 Statement of Principle

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

42.02 Eligibility of Job Sharing

- (a) Job sharing arrangements will be for an initial six (6) month period and may be renewed by mutual agreement, in writing, between the job sharing Members, subject to the Chief's approval.
- (b) Applicants must be of the same rank and employed in the same position, having at least three (3) years seniority with the Service. Job sharing partners must share the regular hours associated with the position being shared, and must work an average of forty (40) hours bi-weekly at the Division determined by the Chief. Regular hours of work per week will be construed to mean one-half (1/2) of the normal scheduled hours of the shared position. Applicants must select a predefined job sharing schedule.
- (c) Job sharing allows for two (2) qualified full-time Members to share one full-time job for which they are each qualified to perform so that the pay, benefits and hours of

work for a job are, shared approximately equally by the two (2) Members, without reducing the efficiency or productivity of the position.

42.03 Procedure to Apply

- (a) Requests for job sharing will be made on the prescribed form and then submitted to the Chief of Police or designate, through Human Resources, for consideration. Requests for job sharing must be made jointly by Members and will be considered on an individual basis by the Chief of Police. Any job sharing arrangements approved by the Chief of Police, together with the required joint and individual agreements signed by the Members, will be subject to and governed by the terms of this Agreement.
- (b) When a job sharing request has been approved, a written document confirming the arrangement and identifying the terms of the job sharing program will be prepared and signed by the employer, the Association and the two job sharing Members.
- (c) 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.
- (d) Full-time positions that become vacant due to an approved job sharing arrangement will be filled, on a full-time basis, through the normal external recruitment process.

42.04 Conditions of Job Sharing Arrangements

- (a) Job sharing arrangements will not expire prior to the end of the initial six (6) month term and will only be terminated in accordance with this Article, unless the Chief exercises his/her discretion to grant early termination in exigent circumstances. In the event of early termination, the job sharing partners will be dealt with in accordance with 42.04(b), (c) and (d) below. Following the initial term, job sharing arrangements shall be renewable for one year terms.
- (b) In the event one job sharing partner wishes not to renew the job sharing arrangement, such partner will provide no less than thirty (30) days written notice prior to the end of the six (6) month term to the job sharing partner, the Human

Resources Branch, the Chief of Police and the President of the Association. Subject to 42.04(c) below, the shared position will revert to full-time status, to be retained by the job sharing partner with the most seniority. The more junior partner will be returned to the position occupied by the Member prior to the commencement of the job sharing, provided such position remains vacant. In the event such position is no longer vacant, the Member will be considered for any vacancies for which they are qualified. There is no guarantee that the junior Member will be returned to their pre-job sharing platoon, Division, shift and/or assignment.

- (c) If the job sharing arrangement terminates as a result of the transfer, promotion, retirement or termination of one job sharing partner, but the Chief of Police and the remaining job sharing partner agree to continue the arrangement, the available half of the position will be posted. If a new qualified candidate is chosen, the arrangement will continue. If a qualified candidate is not found, the remaining job sharing partner will be given thirty (30) days notice that the position is reverting to a full-time position to be retained by the remaining job sharing partner or, if necessary, filled in accordance with the Collective Agreement.
- (d) When a vacancy occurs from a Member taking maternity or parental leave, or a leave of absence of more than one month in length, the arrangement will continue if a Member can be found to replace the Member on leave.

The following shall apply:

- (i) The remaining job sharing partner will be offered the opportunity to assume full-time hours of the position for the remainder of the maternity or parental leave of the arrangement, whichever ends first; or,
- (ii) The remaining Member may locate another Member and jointly make a written request to complete the remainder of the maternity or parental leave of the job sharing arrangement, whichever is shorter. A request in writing must be received by the Human Resources Director within ten (10) days of the notice of vacancy. In the event a request is not received or approved, the Human Resources Branch will post the vacancy to seek an applicant,

to complete the reminder of the job sharing arrangement. If the remaining job sharing position is not filled, the arrangement will be terminated.

- (e) The Divisional Commander will evaluate the job sharing program on a continuous basis to ensure that work unit productivity does not deteriorate. If necessary, the Divisional Commander will resolve productivity concerns.
- (f) Job sharing arrangements are subject to adjustment or termination as requirements of the Service may dictate. Management will provide thirty (30) days written notification of such adjustment or termination to each job sharing Member, except under exigent circumstances.
- (g) Where in conflict, the terms of this Letter of Understanding will supersede the relevant articles in the Collective Agreement. In all other cases the Members are fully covered under the terms and conditions of the Collective Agreement.
- (h) The job sharing Members may vary the days worked, within their assigned shifts or block, on one (1) week's written notice and upon consent of their immediate supervisor. Job sharing Members are not eligible for split shifts.

42.05 Job Sharing Salary

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

42.06 Pro-Rating of Benefits and Perquisites

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

42.07 W.S.I.B.

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

42.08 Service

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

42.09 Overtime

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

42.10 Call Back

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

42.11 Court Attendance

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

42.12 Statutory Holiday Credits

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

42.13 Annual Leave

- (a) Members are entitled to earn annual leave at a rate of fifty percent (50%) of their normal entitlement.
- (b) 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.
- (c) 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.
- (d) When a Member terminates the arrangement, they must sign any additional annual leave entitlement at that time. This will be selected from any vacant time on the existing annual leave list.
- (e) The Member whose position is being shared or the Member, who remains within their original platoon and/or work unit, will be allowed to sign annual leave in accordance with the Member's individual seniority and the Collective Agreement.
- (f) Where a second Member comes from another platoon and/or work unit, they will sign with all other employees of that platoon or work unit in accordance with their individual seniority and applicable Collective Agreement.
- (g) Members working the Compressed Work Week schedule shall apply statutory holidays as annual leave.
- (h) Members who over sign their annual leave entitlement, shall reimburse the police service by debiting their personal bank time (i.e. court time, overtime, statutory holiday pay time etc.).

42.14 Pension

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

42.15 Sick Leave

Sick time will be deducted on a per hour basis from the individual's accumulated bank time.

42.16 Life Insurance

Group Life and Accidental Death and Dismemberment Insurance are payable at one hundred percent (100%) of the rate of a regular full-time Member. The principle sum shall be two times the regular salary of a full-time Member.

42.17 Benefit Coverage

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

42.18 Association Dues

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

42.19 Training

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

42.20 Other

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

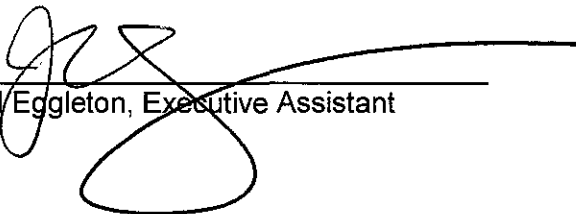
ARTICLE 43 - DURATION

- 43.01 Except as provided herein, the provisions of the Agreement shall have effect from the 1st day of January, 2020 and continue in effect until the 31st day of December, 2024 and thereafter until a new Agreement, Decision or Award takes effect.


Dated and signed at Cambridge, this 11 day of August, 2022.

ON BEHALF OF THE WATERLOO
REGIONAL POLICE SERVICES BOARD

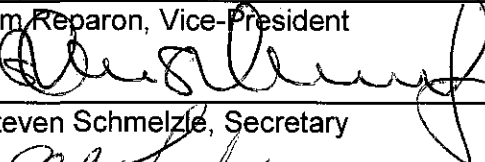

Karen Redman, Chair



Jill Eggleton, Executive Assistant

ON BEHALF OF THE WATERLOO
REGIONAL POLICE ASSOCIATION


Mark Eggers, President


Tim Reparon, Vice-President


Steven Schmelzle, Secretary


John Foster, Treasurer


Samantha Jefkins, Communications
Director


Brian Macdonald, Uniform Director


Mark James, Uniform Director


Teresa Dawson, Civilian Director


Bev Walker, Civilian Director

APPENDIX A: SALARY SCHEDULE FOR WATERLOO REGIONAL POLICE**(January 1, 2020 – December 31, 2022)**

<u>Rank</u>	<u>Jan. 1, 2020</u>	<u>Jan. 1, 2021</u>	<u>Jan. 1, 2022</u>
Detective Staff Sergeant I (12 months plus)		\$135,601.11 (effective Sep 27/21)	\$138,448.73
Detective Staff Sergeant II (0-12 months)		\$134,529.30 (effective Sep 27/21)	\$137,354.41
Staff Sergeant I (12 months plus)	\$129,723.95	\$132,448.15	\$135,229.56
Staff Sergeant II (0-12 months)	\$128,674.18	\$131,376.34	\$134,135.24
Detective Sergeant I (12 months plus)		\$122,461.57 (effective Sep 27/21)	\$125,033.26
Detective Sergeant II (0-12 months)		\$121,389.76 (effective Sep 27/21)	\$123,938.94
Sergeant I (12 months plus)	\$116,854.66	\$119,308.61	\$121,814.09
Sergeant II (0-12 months)	\$115,804.90	\$118,236.80	\$120,719.77
Detective Constable I	\$112,201.36	\$114,557.59	\$116,963.30
Detective Constable II	\$109,113.25	\$111,404.63	\$113,744.13
Collision Reconstruction I	\$107,054.51	\$109,302.66	\$111,598.01
Collision Reconstruction II	\$104,995.77	\$107,200.68	\$109,451.90
Constables:			
First Class	\$102,937.03	\$105,098.71	\$107,305.78
Second Class	\$ 89,222.58	\$ 91,096.25	\$ 93,009.27
Third Class	\$ 81,182.00	\$ 82,886.82	\$ 84,627.44
Fourth Class	\$ 72,414.51	\$ 73,935.21	\$ 75,487.85
In-Training	\$ 55,307.82	\$ 56,469.28	\$ 57,655.13

*Acting Pay shall be calculated at the salary level of Sergeant II and Staff Sergeant II.

APPENDIX A: SALARY SCHEDULE FOR WATERLOO REGIONAL POLICE
(January 1, 2023 – December 31, 2024)

<u>Rank</u>	<u>Jan. 1, 2023</u>	<u>Jan. 1, 2024</u>
Detective Staff Sergeant I (12 months plus)	\$141,217.71	\$144,042.06
Detective Staff Sergeant II (0 – 12 months)	\$140,101.50	\$142,903.53
Staff Sergeant I (12 months plus)	\$137,934.15	\$140,692.83
Staff Sergeant II (0-12 months)	\$136,817.94	\$139,554.30
Detective Sergeant I (12 months plus)	\$127,533.93	\$130,084.61
Detective Sergeant II (0 – 12 months)	\$126,417.73	\$128,946.08
Sergeant I (12 months plus)	\$124,250.37	\$126,735.38
Sergeant II (0-12 months)	\$123,134.17	\$125,596.85
Detective Constable I	\$119,302.57	\$121,688.62
Detective Constable II	\$116,019.01	\$118,339.40
Collision Reconstruction I	\$113,829.98	\$116,106.58
Collision Reconstruction II	\$111,640.94	\$113,873.76
Constables:		
First Class	\$109,451.90	\$111,640.94
Second Class	\$ 94,869.46	\$ 96,766.85
Third Class	\$ 86,319.99	\$ 88,046.39
Fourth Class	\$ 76,997.61	\$ 78,537.56
In-Training	\$ 58,808.23	\$ 59,984.39

*Acting Pay shall be calculated at the salary level of Sergeant II and Staff Sergeant II.

APPENDIX A: SALARY SCHEDULE FOR WATERLOO REGIONAL POLICE

(January 1, 2022 - December 31, 2024)

Neighbourhood Policing Frontline Patrol

<u>Rank</u>	<u>Jan. 1, 2022</u>	<u>Jan. 1, 2023</u>	<u>Jan. 1, 2024</u>
Frontline Patrol Staff Sergeant I (12 months plus)	\$136,302.62	\$140,123.19	\$144,042.06
Frontline Patrol Staff Sergeant II (0-12 months)	\$135,208.30	\$139,006.98	\$142,903.53
Frontline Patrol Sergeant I (12 months plus)	\$122,887.15	\$126,439.41	\$130,084.61
Frontline Patrol Sergeant II (0-12 months)	\$121,792.83	\$125,323.21	\$128,946.08
Frontline Patrol First Class Constable	\$108,378.84	\$111,640.94	\$114,990.17

*Salary levels for Frontline Patrol ranks shall be applied after five (5) years service.

APPENDIX B: LETTER OF UNDERSTANDING: COMPLEMENT

BETWEEN:

THE WATERLOO REGIONAL POLICE SERVICES BOARD,

Hereinafter referred to as the "**BOARD**",

of the **FIRST PART**,

- and -

THE WATERLOO REGIONAL POLICE ASSOCIATION,

Hereinafter referred to as the "**ASSOCIATION**",

of the **SECOND PART**,

The Parties agree as follows:

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

ON BEHALF OF THE WATERLOO
REGIONAL POLICE SERVICES BOARD

Roger Hollingworth

ON BEHALF OF THE WATERLOO
REGIONAL POLICE ASSOCIATION

T. Thornley

R. Todd Loveday

APPENDIX C: VOLUNTEERS

The Board and the Association recognize that volunteers can provide a valuable contribution to the Police Service. The Board and the Association agree that:

- (a) A volunteer is a member of the public who donates time without monetary compensation;
- (b) Volunteer usage must be monitored to ensure the professionalism of the Service is not eroded;
- (c) Volunteers will not be used to perform duties normally provided by Members of the Bargaining Unit;
- (d) The use of volunteers will not result in the layoff or displacement of any Bargaining Unit Member;
- (e) The Association will be given prior notice of all future use of volunteers in the Police Service.

APPENDIX D: LETTER OF UNDERSTANDING: SHIFT SCHEDULE – 10-35
DAY/AFTERNOON/NIGHT

BETWEEN:

The Waterloo Regional Police Services Board

- AND -

The Waterloo Regional Police Association

The goal of this Letter of Understanding is to define the terms of implementation for a new shift schedule, in accordance with the Joint Shift Schedule Committee Terms of Reference, dated May 6, 2015, which is attached to this Letter of Understanding as Appendix "A".

The 10-35 Day/Afternoon/Night Shift Schedule rotation, in graphic form, is attached to this Letter of Understanding as Appendix "B".

The following terms relate to all Divisions, Branches and Units where sworn members are working the aforementioned 10-35 Schedule, unless otherwise specified.

Staffing Complement

The minimum Neighbourhood Policing Patrol staffing complement as of and after January 3, 2016, will be 346 fully deployable officers, comprised of 288 Constables, 43 Sergeants and 15 Staff Sergeants.

Should an absence cause the number of deployable officers to fall under 346 and the absence is expected to or known to exceed 90 calendar days, the Chief shall ensure that this absence is filled within 90 calendar days of the start date of the absence. If an absence is of unknown duration and has reached 55 calendar days in length, the Chief shall make arrangements to ensure that the absence is filled within 90 calendar days of the start date of the absence.

Any member temporarily transferred to Neighbourhood Policing Patrol to maintain the aforementioned minimum complement shall be entitled to continue to receive any applicable bonus, as per Article 5 of the Uniform Collective Agreement.

The President of the WRPA shall receive on or about the beginning of each month an updated copy of the Service's Neighbourhood Policing Patrol arena list.

Shift Hours

Dayshifts and afternoon shifts shall be ten hours in length. Nightshifts (or the corresponding 7 shifts of dayshift for Branches that do not work nightshifts) shall be 8.5 hours in length.

Shifts for Patrol constables shall be:

Day Shift	06:00 – 16:00
Day Shift	07:00 – 17:00
Afternoon Shift	13:30 – 23:30
Afternoon Shift	17:00 – 03:00
Night Shift	20:00 – 04:30
Night Shift	22:30 – 07:00

Shifts for Patrol Sergeants shall be:

Day Shift	06:00 – 16:00
Day Shift	07:00 – 17:00
Afternoon Shift	13:00 – 23:00
Afternoon Shift	16:30 – 02:30
Night Shift	20:00 – 04:30
Night Shift	22:00 – 06:30

Shifts for Patrol Staff Sergeants shall be:

Day Shift	06:00 – 16:00
Afternoon Shift	12:30 – 22:30
Night Shift	22:00 – 06:30

Lunch Periods

Lunch periods shall be in accordance with Article 15.01 of the Uniform Collective Agreement with the following amendment:

Members working the 10-35 schedule will be allowed a 75-minute lunch period per shift. This amendment shall also apply to members of the Core teams.

Annual Leave and Statutory Leave Time

North and South Division Patrol Staff Sergeants and Sergeants shall sign annual leave and statutory leave time together in one column per platoon.

The Central Division Patrol Staff Sergeant and the designated Cellblock Sergeant shall sign annual and statutory leave together in one column per platoon. The remaining Central Division Patrol Sergeants shall sign together in one column per platoon.

Constables shall sign annual leave and statutory leave time within their divisional platoon using the ratio of one column per seven officers assigned.

The block of 7 nightshifts (or 7 dayshifts for those branches that do not work nightshifts) shall be broken into two consecutive blocks for holiday signing purposes as follows:

Thursday-Sunday	34 hours
Monday-Wednesday	25.5 hours

In order to accommodate the signing of blocks of 8.5 hour shifts, wherever Article 21.02 of the Uniform Collective Agreement references the use of 56 hours, this shall be deemed to mean 59.6 hours. These hours will be taken as time off in a block, as per the terms of this Article.

In-Service Training

The Training Branch shall develop a schedule that avoids unnecessary in-service training during the months of June through September. This training shall be delivered during regularly scheduled shifts.

Court Attendance

When a member is required to attend court between consecutively scheduled shifts, and the member's hours of work conclude beyond 03:20 hours, the member shall be entitled to 8 consecutive rest hours (Court Break) after the conclusion of the court appearance before reporting for duty.

When a member is required to attend an afternoon court appearance, as defined in Article 10.01 of the Uniform Collective Agreement, and is scheduled to work the first night shift of a block on the same date, the members shall be entitled to 6 consecutive rest hours (Court Break) after the conclusion of the court appearance before reporting for duty.

Court Break hours shall not be debited from a member's annual leave, statutory holiday, overtime or sick bank.

A member who is entitled to a Court Break shall attend and work the remainder of their scheduled shift following the Court Break. A member who does not report for duty for this shift, either due to illness or approved time off, shall be debited hours from the appropriate bank equivalent to the full schedule shift.

Court Break provisions shall apply to members of the Core Teams.

The Court Break provisions contained herein shall supersede the provisions of Article 10.05 of the Uniform Collective Agreement.

The provisions of this Letter of Understanding shall be binding on the parties and enforceable through grievance and arbitration under the Uniform Collective Agreement.

Dated this 9th day of September 2015, in the City of Cambridge.

**ON BEHALF OF THE WATERLOO
REGIONAL POLICE ASSOCIATION**

Paul Perchaluk, President

Tim Reparon, Vice President

**ON BEHALF OF THE WATERLOO
REGIONAL POLICE SERVICES BOARD**

Tom Galloway, Chair

Madeliene Widmeyer, Executive Assistant

Joint Shift Schedule Committee

Terms of Reference

GOAL

The goal of the Joint Shift Schedule Committee (JSSC) is to recommend three potential patrol shift schedules to be presented to the Waterloo Regional Police Association (WRPA) membership, with one permanent schedule to be selected through an elimination vote process.

GUIDING PRINCIPLES

Any recommended schedule should:

- Provide an adequate and safe level of staffing at all times;
- Include all Neighbourhood Policing Staff Sergeants, Sergeants and Constables;
- Recognize the importance of platoon members being able to work together as a team;
- Provide reasonable hours of work and lunch periods appropriate for the length of shift being worked;
- Provide a means for rotating days off;
- Allow members a sufficient amount of time off between each shift including court breaks;
- Provide training days within scheduled working hours; and
- Average approximately 2080 hours of work in a calendar year;

COMMITTEE MEMBERSHIP

Four Waterloo Regional Police Service (WRPS) members selected by the Chief

Four members selected by the WRPA President

PROCESS

1. The Committee members will be seconded on a full-time basis for an initial period of three weeks beginning May 4, 2015. Any potential extension of the secondment will be evaluated thereafter.
2. The Committee will develop and evaluate shift schedule options and best practices.
3. The Committee will select three shift schedule options for consideration.
4. The Committee will present the three shift schedule options to the Senior Leadership Team and the Executive of the WRPA for approval.
5. Upon approval of the recommended three shift schedule options, there will be a service-wide communication of the options. The parties agree to develop, implement and support a comprehensive joint communication strategy, which will assure that all members will be given the opportunity for a full and complete understanding of the three shift schedule options.
6. The three shift schedule options will be presented by the WRPA Executive to all members who are governed by the Uniform Collective Agreement for an elimination vote process which shall be completed prior to the end of June 2015. The first round of voting will eliminate the shift option that has garnered the least amount of support.

The second and final round of voting will determine which of the two schedules shall be adopted.

7. The WRPS and WRPA will agree upon a percentage of votes that must be cast in favour of one of the schedules to be considered sufficient for ratification. This percentage shall be greater than just a simple majority (ie. a greater percentage than just a single vote more than half of the votes cast).
8. The ratified shift schedule will be presented by the Chief to the Police Services Board for consideration and approval.
9. Should the agreed upon threshold percentage of votes required for ratification not be reached, the WRPS Executive Leadership Team and WRPA Executive will meet to consider an appropriate course of action.
10. The Committee will make recommendations on annual leave signing practices with particular consideration to how the length of any recommended shift may affect members' abilities to effectively maximize the selection of annual leave in full blocks.
11. Once ratified, the approved shift schedule shall be formally adopted through the completion of a Letter of Understanding.
12. The approved schedule shall be implemented in January 2016.

Dated this 6th day of May, 2015 in the City of Cambridge.

ON BEHALF OF THE WATERLOO
REGIONAL POLICE SERVICE

ON BEHALF OF THE WATERLOO
REGIONAL POLICE ASSOCIATION

ON BEHALF OF THE
WATERLOO REGIONAL
POLICE SERVICES BOARD

Bryan M. Larkin
Chief of Police

Paul Perchaluk
President

Tom Galloway
Chair

Tim Reparon
Vice President

Madeliene Widmeyer
Executive Assistant

10-35 DAN 8/10 Hour Schedule 2016 WRPS PATROL SHIFTS

(Appendix B)

10-35 DAN	8/10 Hour	2016	2017

DECEMBER	2016	20	21	22	23	24	25	26	27	28	29	30	31																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																							
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SHIFT HOURS:

Patrol Constable	
0600-1600	
0700-1700	
1330-2330	
1700-0300	
2000-0430	
2230-0700	

Patrol Sergeant	
0600-1600	
0700-1700	
1300-2300	
1630-0230	
2000-0430	
2200-0630	

Patrol Staff Sergeant	
0600-1600	
1230-2230	
2200-0630	

APPENDIX E: MEMORANDUM OF AGREEMENT: 12-HOUR SHIFT SCHEDULE

COMMITTEE

WHEREAS the parties previously agreed, on July 22, 2019, to a three year pilot project of the 12-hour shift schedule;

AND WHEREAS the parties agree that the 12-hour shift schedule has been successful and, therefore, they both wish to bring the pilot project to a conclusion as soon as possible and implement the 12-hour shift schedule on a permanent basis;

NOW THEREFORE THE PARTIES AGREE:

1. The 12-hour shift schedule pilot project shall be concluded and the schedule shall be made permanent through its inclusion in the Agreements.
2. The parties shall meet immediately following the ratification of this Memorandum of Agreement in order to negotiate and agree upon the changes to the Agreement (including any appendices to the Agreement) arising from the implementation of the 12-hour shift schedule.
3. The Association's proposals, in respect of amendments to Appendix D (see WRPA proposal, August 17, 2021, p.8) and the Proposals set out in the "12-hour shift schedule Memorandum of Understanding" proposed on August 17, 2021 are referred to the parties for negotiation, along with any proposals that the Board may make.
4. If the parties are unable to reach an agreement by December 31, 2021 (or such earlier time as the parties may agree) with respect to the necessary amendments to the Agreements, then either party may refer outstanding matters to interest arbitration, for amendment to and inclusion in the 2020-2024 collective agreements.
5. The parties confirm that Arbitrator Kaplan will be seized of this matter and shall have all the authority and jurisdiction of an interest arbitrator under section 122 of the *Police Services Act*. Should Arbitrator Kaplan declare that he is unavailable or decline the appointment for any reason, the parties will agree on a replacement interest arbitrator. If they are unable to agree upon such replacement, Arbitrator Kaplan will appoint the replacement after receiving brief submissions from the parties.

Dated this 20th day of August 2021, in the City of Cambridge.

**ON BEHALF OF THE WATERLOO
REGIONAL POLICE SERVICES BOARD**

Karen Redman, Chair

Jill Eggleton, Executive Assistant

**ON BEHALF OF THE WATERLOO
REGIONAL POLICE ASSOCIATION**

Mark Egers, President

Tim Reparon, Vice-President

APPENDIX F: SHIFT SCHEDULES - UNIFORM

BETWEEN:

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

-AND-

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

The Parties agree as follows:

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

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

Dated this 11th day of February, 2004.

ON BEHALF OF THE WATERLOO
REGIONAL POLICE SERVICES BOARD

T. Galloway

J.E. Kissner

ON BEHALF OF THE WATERLOO
REGIONAL POLICE ASSOCIATION

Roger Goulard

R. Todd Loveday

APPENDIX G: MEMORANDUM OF AGREEMENT: ANNUAL LEAVE SIGNING / RESIGNING

BETWEEN:

THE WATERLOO REGIONAL POLICE SERVICES BOARD,

Hereinafter referred to as the "**BOARD**",

of the **FIRST PART**,

- and -

THE WATERLOO REGIONAL POLICE ASSOCIATION,

Hereinafter referred to as the "**ASSOCIATION**",

of the **SECOND PART**,

The Parties agree as follows:

1. The parties agree to strike a Joint Sub-Committee within ninety (90) days of completion of ratification. The Members of the Joint Sub-Committee will make every reasonable effort to agree upon clear guidelines for the signing and re-signing Annual Leave in the event that a Member leaves the employ of the Service, or is otherwise transferred to another Branch or Unit within the Service, and their pre-signed leave becomes available to other Members.
2. In the event that the Joint Sub-Committee cannot reach agreement upon clear guidelines, either party may request the assistance of Arbitrator Jesse Nyman, who will then meet with the parties in an effort to facilitate agreement on guidelines.

Dated this 20th day of August, 2021, in the City of Cambridge.

ON BEHALF OF THE WATERLOO
REGIONAL POLICE SERVICES BOARD

ON BEHALF OF THE WATERLOO
REGIONAL POLICE ASSOCIATION

Karen Redman, Chair

Mark Egers, President

Jill Eggleton, Executive Assistant

Tim Reparon, Vice-President

APPENDIX H: MEMORANDUM OF UNDERSTANDING: SICK LEAVE: AMENDMENTS TO
ARTICLE 26

B E T W E E N :

THE WATERLOO REGIONAL POLICE SERVICES BOARD,

Hereinafter referred to as the "**BOARD**",

of the **FIRST PART**,

- and -

THE WATERLOO REGIONAL POLICE ASSOCIATION,

Hereinafter referred to as the "**ASSOCIATION**",

of the **SECOND PART**,

A. On June 25, 2019, the parties entered a Memorandum of Understanding which amended Article 26 of the Uniform Collective Agreement, as follows:

1. Elimination of the Central Sick Leave Bank and introduction of long-term and Short-term disability plans, in replacement of the existing individual sick bank arrangements. Articles 26.03 and 26.05 will remain for those who qualify. Grandparenting of the Sick Time Retirement benefit will continue for every qualifying member.
2. Introduction of an insured long-term disability plan, including the following terms:
 - a. Elimination period of twenty (20) weeks or the exhausting of your personal sick bank, whichever is greater;
 - b. Benefits of not less than seventy percent (70%) of total salary (e.g. including all amounts, such as 3/6/9, etc.)
 - c. Monthly caps of 10K*/15K on LTD as set out by the LTD plan
 - d. Benefits payable where a Member is disabled and unable to perform the duties of the Member's own occupation for a period of twenty-four (24) months and thereafter if they are disabled from performing the duties of any occupation for

which Member is reasonably suited by virtue of education, training and experience; as per the conditions of the LTD Plan.

- e. LTD benefits to remain available to earliest date of unreduced pension should the employee continue to qualify for benefits to that point
- f. All costs of the plan are to be borne by the Employer.

*The Employer undertakes to make every best effort to have the \$10K cap eliminated by the LTD insurer

3. Short Term Disability Plan (sick bank)

- a. The twelve (12) hours per month, one hundred percent (100%) benefit, sick bank is to continue and current balances maintained, subject to the below.
- b. Short Term will be paid at one hundred percent (100%) benefit up to a maximum of twenty (20) weeks or balance available in personal sick bank, whichever is greater.
- c. Every new member and members who do not have adequate sick time in their bank, will be given a loan of up to eight hundred (800) hours to their sick bank. This time can only be accessed if approved by a third-party adjudicator with supporting medical documentation and be for an illness or injury of greater than two (2) weeks up to qualifying for LTD. Any hours used from this loan (until fully repaid) will be paid at seventy percent (70%) salary. This loan will be repaid at one hundred percent (100%) (i.e. eight (8) hours per day) through the natural accumulation of sick time of one (1) day per month allowing a member to retain a minimum of one-half ($\frac{1}{2}$) day per month for the Member's own personal use and to ensure personal bank development and must be repaid in full if used or upon resignation or retirement.

4. There will be no interruption of health benefits including during unpaid status periods.

B. On July 22, 2019, the Parties further agreed to the following:

- 1. Only those Members currently in receipt of benefits from the CSLB as of July 22, 2019 will continue to be eligible for CSLB benefits, at the Employer's cost, until the earliest of the following:
 - (i) The Member's employment ends, whether due to retirement, resignation, termination of employment, or otherwise;

- (j) The Member returns to active employment, whether on a work-hardening basis or otherwise, for fourteen (14) consecutive shifts or twenty-one (21) shifts in any rolling two-month period, in which case the Member's participation in the CSLB irrevocably ends; or
- (iii) The date that the Member first becomes eligible for an unreduced OMERS Pension, in which case the Member's participation in the CSLB irrevocably ends.

After implementation of the new LTD plan, these Members' continued eligibility for benefits equivalent to what they currently receive from the CSLB will be adjudicated by the LTD carrier.

- 2. All Members who are or become disabled but are not in receipt of CSLB benefits as of July 22, 2019, and/or Members who return to active employment in accordance with paragraph 1 (ii) above, will be subject to the new LTD plan introduced pursuant to this MOU. If any of these Members are not eligible for coverage under the new LTD plan, they will be adjudicated by the LTD carrier subject to and in accordance with the terms of the LTD plan. Any benefits determined to be payable will be paid by the Employer as a self-insurer.
 - 3. The Parties will meet to discuss a transition and an implementation program. Within ten (10) days of July 22, 2019, the Parties will meet and finalize the list of current Members in receipt of CSLB benefits in accordance with paragraph 1 above.
- C. On October 6, 2021, the parties entered a Letter of Understanding with respect to the sick leave loan program, as follows:
- 1. A Member who is eligible to participate in the sick leave loan program will continue to be automatically enrolled in the program in accordance with the terms and conditions of the June 25, 2019 agreement. A Member who wishes to not be enrolled in the program must notify the abilities management team, in writing, within seven (7) calendar days from confirmation of their date of enrolment.
 - 2. Effective as of the date of this agreement, following their automatic enrolment a Member may elect to opt out of the sick leave loan program, with the provision of four

(4) weeks written notice (the "Notice Period") to the Abilities Management team of the Human Resources Branch of the Service.

3. Once a Member opts out, they will be ineligible to re-enroll in the sick leave loan program.
4. Such Member will be responsible for repaying the benefits extended under the sick leave loan program during the notice period in accordance with the terms outlined in the June 25, 2019 agreement.
5. All other provisions of the June 25, 2019 agreement remain unchanged.
6. The Parties reserve their respective rights to engage in further discussions around the revision of the notice period as provided for in #2, following a change to payroll deadlines resulting from the elimination of the pay in advance system, which is expected to occur on March 27, 2022.

Dated this 27th day of September, 2021, in the City of Cambridge.

ON BEHALF OF THE WATERLOO
REGIONAL POLICE SERVICES BOARD

Karen Redman, Chair

Jill Eggleton, Executive Assistant

ON BEHALF OF THE WATERLOO
REGIONAL POLICE ASSOCIATION

Mark Egers, President

Tim Reparon, Vice-President