

# **MEMORANDUM OF UNDERSTANDING**

## **BETWEEN**

### **The WINDSOR POLICE SERVICE and a CONTRACT DUTY EMPLOYER**

Each section **MUST** be initialled, indicating you have read, understand and agree to the statement therein.

- \_\_\_\_\_ 1. All Contract Duty policing is subject to the current Windsor Police Association - *Unit "A" Collective Agreement*, the Windsor Police Service - *Contract Duty Employment - Directive 791-05* and to the terms and conditions outlined in this Memorandum of Understanding (MOU), any or all of which may be amended at the sole discretion of the Windsor Police Service at any time.
- \_\_\_\_\_ 2. Contract Duty policing is also subject to the provisions of the *Police Services Act*.
- \_\_\_\_\_ 3. For the purposes of this MOU, "Employer" means a person, entity or enterprise, who/which has requested this service and agrees to the payment of all wages, charges and fees to the Windsor Police Service (through the City of Windsor) in return for the performance of specific police duties by a police officer and/or the use of police vehicles.
- \_\_\_\_\_ 4. Requests for officers and police vehicles are to be received in writing by the Windsor Police Service - *Payroll and Contract Duty Clerk*, **at least seven (7) days prior** to the event. Requests received within seven (7) of the event may be rejected.
- \_\_\_\_\_ 5. On-duty officers cannot work a contract duty. The Windsor Police Service and/or the Windsor Police Services Board have no authority to order it's officers to work in their off duty hours. As such, the Windsor Police Service and the Windsor Police Services Board does not assume or accept liability for any non-staffing of contract duty requests. The Windsor Police Service will make every reasonable effort to have qualified police officer(s) fulfil a request for a contract duty made by a MOU holder. In the event the Windsor Police Service is unable to provide contract duty officer(s), the Employer will be notified as soon as is practical.
- \_\_\_\_\_ 6. Contract Duty requests shall include:
  - a) The nature or type of event or function the employer is engaged in;
  - b) The location and size of area to be policed;
  - c) The nature of the duties required;
  - d) The date(s) and number of officers required;
  - e) The specific hours required (minimum three (3) hours);
  - f) Confirmation whether or not liquor will be served at the event;
  - g) The number of people the employer anticipates will attend the event; and
  - h) The number of chaperones, staff or other security officials also attending the event.
- \_\_\_\_\_ 7. The Employer shall direct all requests for officers to work in a contract duty capacity, directly to the *Payroll and Contract Duty Clerk* only and NOT through an individual officer.
- \_\_\_\_\_ 8. Approved requests for Contract Duty services are entered into a database, which will randomly select an available and qualified officer(s) to fill the request.
- \_\_\_\_\_ 9. Unless otherwise agreed to in writing by the Chief of Police or designate, all officers working in a Contract Duty capacity shall be attired in a regular - Uniform Patrol Branch issued uniform.

- \_\_\_\_\_ 10. Based on the history, nature and size of the event or similar events the Windsor Police Service reserves the right to alter or increase the number of officers, supervisors, and/or vehicles required, the number of hours an officer is to be on site, their duties to be performed, and the right to cancel or refuse the Contract Duty all together. The following criteria will be considered but is not limited to:
- a) The nature of the event;
  - b) The availability or service of alcohol or drugs;
  - c) The estimated number of people in attendance (for events with alcohol service, the number given on the *Special Occasion Permit* shall be used as the minimum basis for staffing);
  - d) Event history (e.g. problems with previous event by this employer or similar events);
  - e) Other security arrangements (i.e. private security, volunteers on hand and chaperones);
  - f) Whether the Employer has outstanding or unpaid invoices for Contract Duty services;
  - g) The location, size and visibility of the area to be policed including hindrances to normal communications (e.g. amplified music); and,
  - h) Public and officer safety concerns.
- \_\_\_\_\_ 11. Contract Duty events requiring four (4) or more officers must also have one (1) uniformed Sergeant assigned and an additional Sergeant for every four (4) officers thereafter (excluding the Sergeant).
- \_\_\_\_\_ 12. An Employer who wishes to cancel a Contract Duty event must notify the Windsor Police Service at least **twenty-four (24) hours in advance** of the scheduled start time of the event as follows:
- 8:00 a.m. to 4:00 p.m., Monday to Friday – by contacting the *Payroll and Contract Duty Clerk* at (519) 255-6700 extension 4202.
  - 4:00 p.m. to 8:00 a.m. Monday to Friday, and all day Saturday, Sunday and Holidays - contact the **Patrol Staff Sergeant**, Station #1 at (519) 255-6700 extension 4230.
- \_\_\_\_\_ 13. An Administration Fee equivalent to **16.3%** of the total of the officer(s) wages will be added to the invoice for this service in accordance with the current Fee Schedule.
- \_\_\_\_\_ 14. Contract Duty cancellations received within **twenty-four (24) hours** of the scheduled start time of the event are subject to a three (3) hour minimum charge for each officer scheduled, the Administration Fee and applicable taxes.
- \_\_\_\_\_ 15. Where the Employer has requested a police vehicle for use by an officer during this Contract Duty event, the Employer agrees to pay an hourly per vehicle fee in accordance with the current Fee Schedule.
- \_\_\_\_\_ 16. The Employer agrees to pay all Contract Duty charges, fees and applicable taxes at the rate(s) specified in the current Fee Schedule or otherwise by law.
- \_\_\_\_\_ 17. On completion of the Contract Duty, the Employer will be invoiced by the City of Windsor for the officer(s) wages, Administration Fee (16.3%), vehicle fees (if applicable) and applicable taxes. In accordance with City of Windsor policy, compound interest will be added to **unpaid accounts** after 30 days at rate of 2% per month (annual rate 26.8%).

- \_\_\_\_\_ 18. The Employer shall submit payment to The City of Windsor for the total invoiced amount in accordance with the terms specified on the invoice. An outstanding account older than 30 days may give rise to a suspension of Contract Duty services.
- \_\_\_\_\_ 19. The Windsor Police Service may suspend an Employer’s Contract Duty service privileges if (but is not limited to):
- a) The employer fails to comply with this Memorandum of Understanding;
  - b) There is a charge(s) pending against a licensed premise which may result in the suspension of the liquor license;
  - c) The employer is in default of payment to the City of Windsor;
  - d) The interests of the employer are in conflict with those of the Windsor Police Service.
- \_\_\_\_\_ 20. The Windsor Police Service **WILL NOT** provide contract duty services if:
- a) The officer is required to act as a doorman or bouncer;
  - b) The officer is to provide security during a labour dispute;
  - c) The Employer’s establishment is licensed by the City of Windsor as an “*Adult Entertainment Parlour*”;
  - d) The Employer’s - Contract Duty privileges have been suspended for failure to comply with this Memorandum of Understanding including being in default of payment;
  - e) The Employer’s – license to serve liquor has been suspended, or;
  - f) The interests of the Employer conflict with those of the Windsor Police Service.
- \_\_\_\_\_ 21. The Windsor Police Service reserves the right to withdraw officers from a Contract Duty event, at the discretion of the Chief of Police or designate, without compensation to the Employer.
- \_\_\_\_\_ 22. The Employer understands and agrees that the Windsor Police Service, the Windsor Police Services Board, its members and/or employees shall not be held liable for any loss or damage in or by any manner whatsoever, including loss of income or revenue, due to the absence or removal of an officer or officers from a Contract Duty event.

**Please place your initials beside EACH section indicating you have read, understand and agree to the statement contained therein.**

Name of Employer: \_\_\_\_\_

Address/Postal Code of Employer: \_\_\_\_\_

Phone / Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

(Print) Name of Authorized Person: \_\_\_\_\_

**By signing below I hereby agree to abide by the conditions and restrictions included in this Memorandum of Understanding, and certify that I am authorized to enter into this agreement.**

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_, at the City of Windsor, in the County of Essex, and the Province of Ontario.

**X** \_\_\_\_\_  
(Signature of authorized person)