



This form is used to respond to various types of requests made before the HRTO (see list in sections 2 and 3 below).

**Follow these steps to respond to the request:**

1. Fill out this form.
2. All documents you are relying on must be included with the Form 11.
3. Deliver a copy of the Form 11 to any party, person, or organization named in the Request and, if required, to any named trade union or occupational or professional organization identified in the Application or any other person or organization identified as an affected person in the Response.
4. Complete a Statement of Delivery (Form 23).
5. File the Form 11 and Form 23 with the Tribunal within the prescribed deadlines as set out in the Rules.

For any requests listed in Section 2 of the Request for an Order During Proceedings (Form 10) – excluding requests for an extension or an adjournment – you must file a completed Response to Request for an Order (Form 11) no later than **fourteen (14) days** after receiving Form 10.

If the request is for an extension or an adjournment, you may respond by filing Form 11 and serving a copy on the other parties within **seven (7) days** of receiving the request.

You must file a completed Form 11 no later than **twenty-one (21) days** after the Request to Intervene (Form 5) was delivered to you.

You may respond to the Request for Summary Hearing (Form 26) by filing Form 11 no later than **fourteen (14) days** after the Request for Summary Hearing was delivered to you. The HRTO may direct that a Response to the Request for Summary Hearing is required.

You must file a completed Form 11 no later than **two (2) days** after the Request to Withdraw (Form 9) was delivered to you.

Download forms from the Tribunal's web site  
accessible format, contact us:

If you need a paper copy or

Human Rights Tribunal of Ontario  
15 Grosvenor Street, Ground Floor  
Toronto, ON M7A 2G6

Phone: 416-326-1312 Toll-free: 1-866-598-0322  
TTY: Call the Bell Relay Service at 1-800-855-0511  
Email:



**Application Information**

Tribunal File Number:		
Name of Applicant:		
Name of Each Respondent:		

**1. Your contact information (person or organization responding to the Request)**

First Name	Last (or Family) Name	Organization (if applicable)
Street Number	Street Name	Apt/Suite
City/Town	Province	Postal Code
Email	Phone	Other

If you are filing this as the Representative (e.g. lawyer) of one of the parties please indicate:

Name of party you act for and are filing this on behalf of:  LSO No. (if applicable)

What is the best way to send information to you?  Email  Mail

If you check email, you are consenting to the delivery of documents by email.

Check off whether you are (or are filing on behalf of) the:

Applicant  Respondent  Ontario Human Rights Commission

Other - describe:

**2. What / Which request are you responding to?**

- Request for Dismissal without full response, Form 2
- Request to Intervene, Form 5
- Request to Withdraw, Form 9
- Request for Summary Hearing, Form 26
- Request for an Order During a Proceeding, Form 10 (if yes, go to Question 3)

**3. What are you Responding to? Please check the box that corresponds to what was requested.**

- Request that applications be consolidated or heard together
- Request to re-activate deferred Application
- Request to add a party
- Request for production of documents
- Request to adjourn
- Request for an exemption from mandatory mediation
- Request to amend Application or Response
- Other, please explain:
- Request to defer
- Request extension of time
- Request to reschedule

**4. What is your position on the Request?**

**5. What is your position on the manner in which the Request for Order should be dealt with?**

**6. What is your position on the Request, including any facts relied on and representations in support of your Response?**

**7. Indicate here whether you rely on any additional facts in your Response.**

**8. If you are relying on any documentary evidence in this Response please list below and attach. You must include with this Response all the documents you are relying on.**

## 9. Signature

By signing my name, I declare that, to the best of my knowledge, the information that is found in this form is complete and accurate.

Name:

Signature:

Date: (dd/mm/yyyy)

Please check this box if you are filing your response electronically. This represents your signature. You must fill in the date, above.

### Collection of Information:

The Human Rights Tribunal of Ontario (HRTO) has the right under the *Human Rights Code* and the *Statutory Powers Procedure Act* to collect the information requested on this form to fulfill its legislative mandate. After you file the form, all information related to the proceeding may become publicly available in a tribunal decision, order, or other document, in accordance with Tribunals Ontario's *Access to Records Policy* and the *Tribunal Adjudicative Records Act, 2019*. Parties wanting records or information to remain confidential must seek a confidentiality order from an adjudicator. If you have questions about confidentiality orders or access to records, please contact us by email at [HRTO.registrar@ontario.ca](mailto:HRTO.registrar@ontario.ca) or at 416-326-1312 or 1-866-598-0322 (toll-free).

## **Schedule A to the Applicant's Form 11**

For the purposes of this Form 11, the following terms will be used:

Application: 2018-33503-S

Applicant – Kelly Donovan

Individual respondent – Bryan Larkin (Larkin)

Organizational respondent – The Regional Municipality of Waterloo Police Services Board (Board)

This submission is in response to the RFOP filed by the respondents to remove Bryan Larkin as individual respondent made on January 23, 2026.

### **Relevant facts to this request**

1. All parties agree with the following facts (see the respondents' Form 18, at paras. 5 to 12):
  - a. In May, 2016, the applicant made an unprotected disclosure to the organizational respondent that she believed the personal respondent, Bryan Larkin, was misusing his discretion when members were accused of domestic related criminal offences;
  - b. As a result of the applicant's disclosure, Larkin retaliated against her and placed her under investigation for 8 charges of misconduct, changed her working conditions, and placed her on a no-contact order with members of the board;
  - c. Prior to her 2016 disclosure, the applicant had received several positive documentations in her personnel file, she had been named a Woman of Distinction by the YWCA in 2015, and was promoted to Use of Force Instructor in 2015;
  - d. The only reason for the conduct listed at para. b was the applicant's disclosure to the organizational respondent, she had not been accused of wrongdoing prior to her May, 2016, disclosure;
  - e. The original application filed in 2018 included Bryan Larkin as a personal respondent.

2. The resignation agreement was signed on the 8<sup>th</sup> of June, 2017, by Larkin. It is reasonably expected that Larkin read the agreement before he signed it. Attached at **Tab 1** is the redacted resignation agreement, as provided by the respondents in 2018.
3. Prior to the alleged contravention of settlement, Larkin had made his knowledge and understanding of first responders suffering from PTSD publicly known by participating in the following media interviews:
  - a. On January 6, 2016, the individual respondent was interviewed by CBC News about how PTSD in first responders can be prevented with proper care. Attached at **Tab 2** is the CBC article titled “Support to prevent PTSD in police needed, says Chief Larkin;”
  - b. On July 17, 2017, the individual respondent was again interviewed by CBC News about the board’s new PTSD Prevention Plan. Attached at **Tab 3** is the CBC article titled “‘It’s OK to talk about it:’ Waterloo Police on new PTSD plan.”
4. The respondents filed a full answer and defence to the application on January 24, 2023, over 3 years ago, and did not raise their objection to Larkin being personally named in the application.
5. The fact that almost 8 years have transpired since the filing of the application, the inclusion of Larkin as an individual respondent will not unnecessarily complicate this matter, quite the opposite is true.
6. A request of this nature being raised at this point in the proceeding is what is unnecessarily complicating the matter. At a time when the adjudicator has been clear the matter will move to a final hearing for adjudication on the merits of both applications, this request is untimely and frustrating.
7. Instead of preparing her submissions as ordered on January 15, 2026, the applicant has had to devote time to responding to this RFOP.
8. The applicant’s position is that both Larkin and the Board proceeded unlawfully in appealing her WSIB claim no. 30505408, and bringing their application in June, 2018, as means to retaliate against her for making her 2016 delegation, and for filing her civil claim against them both. This action was not within Larkin’s responsibilities as chief of police, and he was not acting in an official capacity.

### **Larkin acting on personal motive out of retaliation**

9. The applicant's position is that Larkin was acting outside of the scope of his employment in pursuing the applicant the way he has beyond her resignation.
10. Taking into account Larkin's public displays of understanding that first responders suffering from PTSD require the proper medical healthcare and support to survive, (above at para. 3), it is the applicant's position that he deliberately took actions against the applicant to cause her further harm and impede her post-employment recovery from her PTSD.
11. The applicant believes that Larkin authorized the WSIB appeal as payback because she reported him to the Board in 2016. Said another way, the applicant expects a police services board to respect the terms of a legal contract. Had it not been for the personal animosity existing between the applicant and Larkin, as a result of her 2016 disclosure to the Board, the Board would not have contravened the settlement.
12. Without the employer's authorization, signed by Larkin, the Board could not proceed with their WSIB appeal, and it is the applicant's position that the Board would not be motivated to appeal her WSIB without Larkin.
13. Larkin knew or ought to have known that the applicant was suffering from PTSD because the organizational respondent completed an Employer's Report for WSIB on May 23, 2017, indicating "Employee states she is experiencing psychological trauma (PTSD) – panic attacks, nightmares, flashbacks, depression, anxiety – relating back to traumatic incident at OPC on 24 Feb 2011 when fellow recruit standing directly beside K. Donovan shot himself in the leg." Attached at **Tab 4** is the Employer's Report for WSIB dated May 23, 2017.
14. The individual respondent knew or ought to have known that the applicant was suffering from PTSD because the organizational respondent received a copy of her approval notice from WSIB. Attached at **Tab 5** is the July 12, 2017, approval of the applicant's claim, indicating that her claim was approved for "Posttraumatic Stress Disorder (PTSD)."
15. The applicant takes the position that Larkin knew his actions would breach the resignation agreement, yet he signed the employer's authorization to appeal the applicant's WSIB claim to cause her further injury and suffering by removing her only medical care for her

PTSD. The applicant believes he did this to get back at her for reporting him to his employer, the Board. Attached at **Tab 6** is the Employer's Direction of Authorization for the WSIB appeal dated January 10, 2018.

16. Alternatively, if the individual respondent had no knowledge of the forms at **Tabs 4 and 5**, he has a duty to conduct himself lawfully as a police officer, and he ought to have investigated the issue prior to initiating an appeal that would harm the applicant. The applicant has already alleged that Larkin did not behave lawfully in authorizing the WSIB appeal.
17. The applicant takes the position that Larkin knew the appeal would contravene paragraph 11 of the resignation agreement, and he knew it would cause harm to the applicant. Put plainly, the applicant asserts that Larkin signed the Authorization knowing his conduct was unlawful, or he ought to have known it was unlawful.
18. The applicant believes Larkin signed the Authorization to retaliate against her for reporting his conduct to the board. Larkin's authority is central to the issue, as he authorized the appeal on behalf of the Board.
19. The applicant has faced what is referred to as "whistleblower retaliation" since her unprotected disclosure to the organizational respondent in 2016, despite being responsible for law changes which would now protect other police officers who make disclosures of wrongdoing.
20. At para. 21 of the application, the applicant claims that Larkin signed the resignation agreement on behalf of the organizational respondent, and he had personal knowledge that the agreement contained a clause restricting them from filing an appeal against her. Despite his personal knowledge of the terms of the agreement, he authorized the WSIB appeal and ongoing discipline she has faced.

## Legal Issues

21. The Board and Larkin claim to be proceeding lawfully. The only legal authorization that pertains to this matter may be that they were disciplining a member, (the applicant), by appealing her WSIB claim and filing an application for contravention of settlement against her.

22. The organizational respondent does not have legal authority to discipline members, only the chief has that authority, and the applicant asserts that Larkin acted the way he did unlawfully, with the intention of retaliating against the applicant for reporting him to the Board.

23. The [Community Safety and Policing Act, 2019, S.O. 2019, c. 1, Sched. 1, section 37\(1\)](#), (the “*Act*”) states:

**Police service board duties**

**37** (1) A police service board shall,

- (a) ensure that adequate and effective policing is provided in the area for which it has policing responsibility as required by section 10;
- (b) employ members of the police service;
- (c) appoint members of the police service as police officers;
- (d) recruit and appoint the chief of police and any deputy chief of police and determine their remuneration and working conditions, taking their submissions into account;
- (e) prepare and adopt a diversity plan to ensure that the members of the police service reflect the diversity of the area for which the board has policing responsibility;
- (f) monitor the chief of police’s performance;
- (g) conduct a review of the chief of police’s performance at least annually in accordance with the regulations made by the Minister, if any;
- (h) monitor the chief of police’s decisions regarding the restrictions on secondary activities set out in section 89 and review the reports from the chief of police on those decisions;
- (i) **monitor the chief of police’s handling of discipline within the police service**;
- (j) ensure that any police facilities, including police lock-ups, used by the board comply with the prescribed standards, if any; and
- (k) perform such other duties as are assigned to it by or under this or any other Act, including any prescribed duties. 2019, c. 1, Sched. 1, s. 37 (1); 2023, c. 12, Sched. 1, s. 16.

**[emphasis added]**

24. Likewise, the duties of the chief of police are as follows:

**Duties of chief of police**

**79** (1) A chief of police shall manage the members of the police service to ensure that they carry out their duties in accordance with this Act and the regulations and in a manner that reflects the needs of the community.

**Same, Commissioner**

(2) The Commissioner shall,

- (a) administer the Ontario Provincial Police and oversee its operation in accordance with the Minister's policies and strategic plan;
- (b) comply with any investigations conducted by the Complaints Director or the SIU Director and any inspections conducted by the Inspector General; and
- (c) comply with the Minister's lawful directions.

**Same, other chief of police**

(3) A chief of police of a police service maintained by a police service board shall,

- (a) administer the police service and oversee its operation in accordance with the board's policies and strategic plan;
- (b) comply with any investigations conducted by the Complaints Director or the SIU Director and any inspections conducted by the Inspector General; and
- (c) comply with the lawful directions of the board.

25. For Larkin to be successfully removed from the application, he would have to prove that he was complying with the lawful directions of the Board.

26. However, the Board cannot legally direct the chief of police to discipline a member. At section 40 of the *Act*, it states the board cannot direct the chief to discipline a member.

**No directions for certain matters**

**40** (4) The police service board shall not direct the chief of police with respect to specific investigations, the conduct of specific operations, the discipline of specific police officers, the day-to-day operation of the police service or other prescribed matters. 2019, c. 1, Sched. 1, s. 40 (4); 2023, c. 12, Sched. 1, s. 18 (2).

27. The Board has to trust that Larkin is disciplining members ethically and according to law, but they also have a duty to monitor his performance. In this case, had the Board effectively monitored Larkin's performance, the past 8 years could have been avoided, and the \$800,000.00 of public funds spent on legal counsel by the board could have been avoided.

28. The facts of this case make Larkin remaining as a individual respondent a matter of public interest.

29. The statute makes it very clear that internal matters involving members are at the chief's sole discretion and authority, not the Board's.

30. Without 37(1)(i), the organizational respondent has no legal authority to take legal action against the applicant. It is under the chief's authority to discipline the applicant that their application 2018-33237-S was filed at all.
31. The fact that the organizational respondent is also liable for the conduct of the individual respondent is not a basis upon which to insulate Larkin from personal liability for his own conduct that violates the *Code*.<sup>1</sup>
32. The applicant has alleged that Larkin acted *ultra vires* in attempting to cause harm to the applicant; that it was not within his authority as chief of police, he was acting on personal motive of revenge.
33. Unlawful behaviour by a police chief, against a former member who reported that chief for alleged abuses of power, needs to be sanctioned accordingly to deter others from doing the same in his position. A remedy ordered against the Board alone, does not address the behaviour which breaches the *Code*.
34. Larkin resigned from his employment with the Board in 2022, yet the Board continued to defend the application on his behalf. Should the Board be left to remedy this issue alone, then Larkin effectively violated the *Code* with no repercussions.
35. For the reasons set out above, the applicant submits that Larkin's conduct is the central issue in the application, and that he was not following organizational practices or policies when he authorized the contravention of settlement. There is nothing in the *Act* that authorizes a police chief or police services board to continue to harass and psychologically torture a former member.
36. Similar cases have existed in the province, namely at Durham Regional Police Service. A relevant excerpt from a recent decision follows:

“The Commission’s preliminary review has revealed a deep sense of mistrust in the judgment, integrity, and capacity of the Service’s leadership and the Board’s oversight abilities. This sense of mistrust is widespread within both the sworn officers and the civilian employees of the Service. The most commonly expressed reasons for mistrust are allegations of cronyism manifested as favoritism with respect to a variety of decisions made by the senior administration of the Service. Included are allegations that the senior administration allowed, tolerated, encouraged,

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<sup>1</sup> *Sigrist and Carson v. London District Catholic School Board et al*, [2008 HRTO 14](#), para. 40.

participated in, and/or was willfully blind to workplace harassment of all kinds, intimidation of subordinates, retaliatory discipline, and potential alleged criminal conduct and/or misconduct under the PSA.”<sup>2</sup>

37. It was after the preliminary review, outlined at para. 36, that a 6-year investigation was conducted and many allegations were founded. Attached at **Tab 7**, is the CBC News article titled “Durham Regional Police Service ran a ‘poisoned’ workplace, years-long investigation finds.”

### **Order requested**

38. The applicant requests that the respondents request to remove Larkin as a personal respondent be dismissed, for all reasons stated throughout this Schedule A, and to ensure the most fair, just and expeditious resolution of all matters.

Submitted this 1<sup>st</sup> day of February, 2026.

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<sup>2</sup> *Durham Regional Police Service and Durham Regional Police Services Board (Re)*, [2019 ONCPC 3 \(CanLII\)](#), para. 9.

**Tab 1**

Dated June 8, 2017

**RESIGNATION AGREEMENT**

**BETWEEN:**

The Regional Municipality of Waterloo Police Services Board

(the "Board")

-and-

The Waterloo Regional Police Association

(the "Association")

-and-

Kelly Donovan

("Donovan")

WHEREAS Donovan and the Board currently have an employer-employee relationship;

AND WHEREAS Donovan has notified the Board that she will be resigning her employment with the Board effective on or about June 25, 2017;

AND WHEREAS the Board wishes to recognize the past service and contributions of Donovan upon her resignation from the Board;

AND WHEREAS Donovan and the Board wish to fully resolve and settle the two outstanding matters between them, namely: (a) the application filed by Donovan with the Human Rights Tribunal of Ontario ("HRTO") on or about June 6, 2016 and having HRTO File No. 2016-24566-I (the "Application"); and (b) the Board's investigation into whether Donovan engaged in misconduct in or about May 2016 sufficient to warrant formal charges against Donovan under the *Police Services Act* (the "Potential PSA Charges");

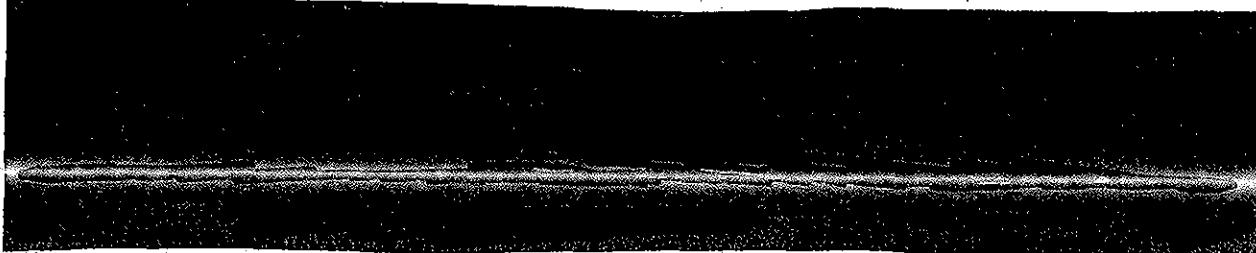
NOW THEREFORE IN CONSIDERATION OF the above and the mutual covenants outlined below, the parties agree as follows in full and final settlement of all matters related to Donovan's

employment with or cessation of employment with the Board, and all other outstanding matters between them:

1. Donovan hereby confirms that she is freely and voluntarily resigning her employment with the Board effective on or about June 25, 2017. Donovan acknowledges and agrees that this employment resignation decision is irrevocable. Accordingly, without limiting the generality of the foregoing, the parties acknowledge and confirm that effective June 25, 2017, Donovan will cease to be an employee of the Board for any and all purposes at law whatsoever. Donovan further waives any and all seniority and recall rights she may have under the applicable Uniform Collective Agreement between the Board and the Association.
2. [REDACTED]
3. By no later than July 15, 2017, the Board will pay to Donovan all outstanding Annual Leave pay, Statutory Holiday pay and Overtime pay, if any, accrued and still owing to Donovan as of the date of her employment resignation.
4. Donovan hereby withdraws and discontinues her Application. Donovan further undertakes to forthwith file with the HRTO any documentation necessary for the HRTO to close its file in respect of the Application.
5. The Board hereby confirms that, as a result of Donovan's employment resignation effective June 25, 2017 and consistent with section 90(1) of the *Police Services Act*, it will take no further action in respect of the Potential PSA Charges.
6. Subject to the terms herein, this Resignation Agreement is without prejudice or precedent in any other matter. Further, this Resignation Agreement is entered into by the Board without admission of any contravention of the Uniform Collective Agreement or any

statute (including, without limitation, the *Police Services Act* and/or the *Human Rights Code*), and all such allegations are specifically denied.

7.



8.



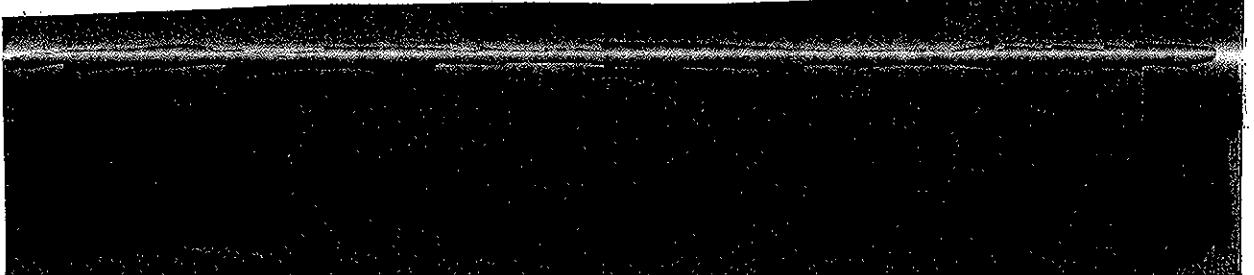
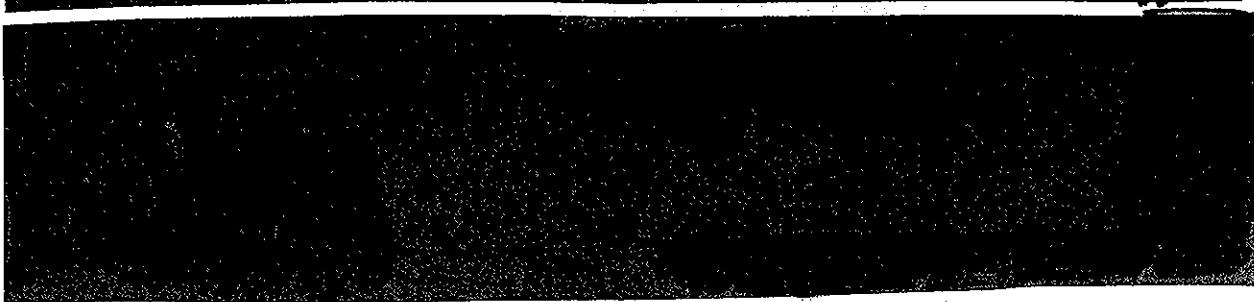
9.



10. Donovan will execute and return to the Board a Full and Final Release in the form of the attached Appendix "A" to this Resignation Agreement. Without limiting the generality of the foregoing, Donovan also undertakes and confirms, without time limitation, that she will not commence any future proceeding against the Board of any kind whatsoever (whether by way of human rights application, grievance, OCPC or OIPRD complaint under the *Police Services Act*, or otherwise) that in any way relates to or arises out of the period prior to June 26, 2017.
11. The Board will execute and return to Donovan a full and final Release in the form of the attached Appendix "B" to this Resignation Agreement. Without limiting the generality of the foregoing, the Board also undertakes and confirms, without time limitation, that it will not commence any future proceeding against Donovan of any kind whatsoever that in any way relates to or arises out of the period prior to June 26, 2017, except where such proceeding relates to the prohibited and/or unlawful disclosure of operational police information acquired by Donovan in the course of her employment.

12. Without limiting the generality of the foregoing, Donovan also undertakes and confirms, without time limitation, that she will not commence any future proceeding against the Association of any kind whatsoever (whether by human rights application, grievance, OCPC, or OIFRD complaint under the *Police Services Act*, or otherwise) that in any way relates to or arises out of the period prior to June 26, 2017.

13.

14.

15. If any undertaking, provision or clause contained in this Resignation Agreement is found to be void or unenforceable, in whole or in part, it shall not affect or impair the validity or enforceability of any other undertaking, provision or clause contained herein.
16. Except where disclosure is required by law, or where disclosure is to Donovan's immediate family members or to persons providing professional financial/legal advice (all of whom agree to be bound by this non-disclosure and confidentiality clause), the parties undertake and agree that they will keep the terms and existence of this Resignation Agreement in absolute and strict confidence at all times, without time limitation, and not disclose its contents to any third party, person or entity. For added certainty, and without limiting the generality of the foregoing, the parties undertake and agree that they will not publicize, discuss, disclose or communicate in any way with any person, entity or organization, in any form whatsoever, the contents or terms of all or any part of this Resignation Agreement. If asked, the parties (and anyone subject to the terms

of this non-disclosure and confidentiality clause) will indicate only that all outstanding matters between the parties were settled to their mutual satisfaction, the terms of which settlement are strictly confidential.

DATED at the City/Town of Guelph, Ontario this 8<sup>th</sup> day of June, 2017.

SIGNED AND WITNESSED  
in the presence of:

M. Kimpel

Witness Signature

Print Name: Molly Kimpel

Kelly Donovan

KELLY DONOVAN

DATED at the City/Town of Cambridge, Ontario this 8<sup>th</sup> day of June, 2017.

SIGNED AND WITNESSED  
in the presence of:

Gary V. Melanson

Witness Signature

Print Name: GARY V. MELANSON

Bryan Larkin

THE REGIONAL MUNICIPALITY OF  
WATERLOO POLICE SERVICES BOARD

Per: Bryan Larkin, Chief of Police

DATED at the City/Town of Ontario this day of June, 2017.

SIGNED AND WITNESSED  
in the presence of:

Tim Reardon

Witness Signature

Print Name: Tim Reardon U.P.

Mark Egers

THE WATERLOO REGIONAL POLICE  
ASSOCIATION

Per: Mark Egers, President

**APPENDIX "A"**  
**FULL AND FINAL RELEASE**

I, KELLY DONOVAN, in consideration of the terms and conditions set out in the attached Resignation Agreement dated June 8<sup>th</sup> 2017, do hereby release and forever discharge THE REGIONAL MUNICIPALITY OF WATERLOO POLICE SERVICES BOARD and the WATERLOO REGIONAL POLICE ASSOCIATION, its and their officers, agents, directors, commissioners, servants, employees, attorneys, related and affiliated entities, parent and subsidiary entities, predecessors, successors and assigns (the "Releasees") from any and all actions, causes of action, complaints, applications, including, without limitation, Human Rights Tribunal of Ontario ("HRTO") Application No. 2016-24566-I filed on or about June 6, 2016, appeals, requests, covenants, contracts, claims, grievances, under any terms of employment, whether express or implied, and demands whatsoever, whether arising at common law, by contract, including pursuant to the applicable Uniform Collective Agreement between THE REGIONAL MUNICIPALITY OF WATERLOO POLICE SERVICES BOARD and THE WATERLOO REGIONAL POLICE ASSOCIATION, by statute, including without limitation, the *Human Rights Code*, R.S.O. 1990, c. H.19, the *Labour Relations Act, 1995*, S.O. 1995, c. 1, Sch. A, the *Occupational Health and Safety Act*, R.S.O. 1990, c. O.1, the *Pension Benefits Act*, R.S.O. 1990, c. P.8, the *Police Services Act*, R.S.O. 1990, c. P. 15 or the *Employment Standards Act, 2000*, S.O. 2000, c. 41, and any amended or successor statutes and sections, or otherwise, which I have ever had, now have or which my heirs, executors, administrators and assigns, or any of them hereafter can, shall or may have by reason of my employment with or the resignation of my employment with THE REGIONAL MUNICIPALITY OF WATERLOO POLICE SERVICES BOARD effective on or about June 25, 2017, or which arises out of or in any way relates to the matters giving rise to my HRTO Application No. 2016-24566-I.

AND FOR THE SAID CONSIDERATION, I further agree not to commence, maintain, or continue any action, cause of action, claim, request, complaint, demand or other proceeding, against any person, corporation or entity in which any claim could arise against the Releasees or any one of them for contribution or indemnity.

AND IT IS FURTHER AGREED that, while I do not retract my allegations pursuant to the Ontario *Human Rights Code*, in the event that I should hereafter make any claim or demand or commence or threaten to commence any action, claim or proceeding, or make any complaint against the Releasees or anyone connected with the Releasees for or by reason of any cause, matter or thing, including the matters arising out of or in any way relating to my HRTO Application No. 2016-24566-I, this document may be raised as an estoppel and complete bar to any such claim, demand, action, proceeding or complaint. Further, I acknowledge and agree that, in light of this settlement, any complaint filed under the *Human Rights Code*, the *Police Services Act* or *Employment Standards Act, 2000*, or any other legislation, which in any way relates to my employment would be frivolous, vexatious and an abuse of process. Subject to the terms of the attached Resignation Agreement, I further agree that I have no claim for disability benefits and I will not institute any action against any carrier or the Releasees which relates to said benefits. I further agree that this settlement can be relied upon as a complete bar to any such action or complaint.

AND IT IS FURTHER AGREED that for the aforesaid consideration, I will pay the appropriate authorities any taxes or any Employment Insurance repayments or any interest, fines, penalties or other charges of any kind whatsoever under any statutory provision, federal or provincial, that may be claimed or levied against me as a result of the payment of the amounts referred to in the attached Resignation Agreement dated June 8<sup>th</sup>, 2017, and I hereby agree to indemnify and save harmless the Releasees from any and all claims or demands under the *Income Tax Act* of Canada, the *Employment Insurance Act* of Canada, and/or the *Income Tax Act* of the Province of Ontario, and/or under any other statute, federal or provincial, for or in respect of any failure on the part of the Releasees to withhold income tax, or any other source deductions, or remit Employment Insurance repayments from all or any part of the said consideration and any interest or penalties relating thereto and any costs or expenses incurred in defending such claims and demands.

AND I HEREBY DECLARE that I fully understand the terms of settlement as set out in the attached Resignation Agreement dated June 8<sup>th</sup>, 2017, that the terms thereof constitute the sole consideration for this Release and that I voluntarily accept the amounts stated therein for the purpose of making full and final compromise, adjustment and settlement of all claims aforesaid.

AND I HEREBY CONFIRM that I have obtained independent legal advice with respect to the details of the attached Resignation Agreement dated June 8<sup>th</sup>, 2017, and this Release, and I confirm that I am executing this Release freely and voluntarily.

IN WITNESS WHEREOF I have hereunto set my hand and seal this 8<sup>th</sup> day of June, 2017, in the City of CAMBRIE, Ontario.

SIGNED AND WITNESSED

in the presence of:

M. Kimpel

Witness Signature

Print Name: Molly Kimpel

Kelly Donovan

**APPENDIX "B"**  
**FULL AND FINAL RELEASE**

THE REGIONAL MUNICIPALITY OF WATERLOO POLICE SERVICES BOARD, in consideration of the terms and conditions set out in the attached Resignation Agreement dated June 8<sup>th</sup> 2017, does hereby release and forever discharge KELLY DONOVAN ("DONOVAN") from any and all actions, causes of action, complaints, applications, appeals, requests covenants, contracts, claims, grievances, under any terms of employment, whether express or implied, and demands whatsoever, whether arising at common law, by contract, including pursuant to the applicable Uniform Collective Agreement between THE REGIONAL MUNICIPALITY OF WATERLOO POLICE SERVICES BOARD and THE WATERLOO REGIONAL POLICE ASSOCIATION, by statute, including without limitation, the *Human Rights Code*, R.S.O. 1990, c. H.19, the *Labour Relations Act*, 1995, S.O. 1995, c. 1, Sch. A, the *Occupational Health and Safety Act*, R.S.O. 1990, c.O.1, the *Pension Benefits Act*, R.S.O. 1990, c. P.8, the *Police Services Act*, R.S.O. 1990, C. P.15 or the *Employment Standards Act*, 2000, S.O. 2000, c. 41, and any amended or successor statutes and sections, or otherwise, which it has ever had, now has or which it hereafter can, shall or may have reason of DONOVAN's employment with or the resignation of her employment with THE REGIONAL MUNICIPALITY OF WATERLOO POLICE SERVICES BOARD effective on or about June 25, 2017, or which arises out of or in any way relates to the matters giving rise to DONOVAN'S HRTO Application No. 2016-24566-I.

AND FOR THE SAID CONSIDERATION, THE REGIONAL MUNICIPALITY OF WATERLOO POLICE SERVICES BOARD further agrees not to commence, maintain, or continue any action, cause of action or claim, request, complaint, demand or other proceeding, against any person, corporation or entity in which any claim could arise against DONOVAN for contribution or indemnity.

AND IT IS FURTHER AGREED that, in the event that THE REGIONAL MUNICIPALITY OF WATERLOO POLICE SERVICES BOARD should hereafter make any claim or demand or commence or threaten to commence any action, claim or proceeding, or make any complaint against DONOVAN for or by reason of any cause, matter or thing relating to DONOVAN'S

employment or resignation, including the matters arising out of or in any way relating to DONOVAN'S HRTO Application No. 2016-24566-I, this document may be raised as an estoppel and complete bar to any such claim, demand, action, proceeding or complaint. Further, THE REGIONAL MUNICIPALITY OF WATERLOO POLICE SERVICES BOARD agrees that, in light of this settlement, any complaint filed under the *Human Rights Code*, the *Police Services Act*, or *Employment Standards Act, 2000*, or any other legislation, which in any way relates to DONOVAN'S employment would be frivolous, vexatious and an abuse of process.

THE REGIONAL MUNICIPALITY OF WATERLOO POLICE SERVICES BOARD further declares that it fully understands the terms of settlement as set out in the attached Resignation Agreement dated June 8<sup>th</sup>, 2017, that the terms thereof constitute the sole consideration for this Release and that THE REGIONAL MUNICIPALITY OF WATERLOO POLICE SERVICES BOARD voluntarily accepts the terms therein for the purpose of making full and final compromise, adjustment and settlement of all claims aforesaid.

IN WITNESS WHEREOF THE REGIONAL MUNICIPALITY OF WATERLOO POLICE SERVICES BOARD have hereunto set their hand and seal this 8<sup>th</sup> day of June 2017, in the City of Cambridge, Ontario.

SIGNED AND WITNESSED  
in the presence of:

Gary V. Melanson

Witness Signature

Print Name: GARY V. MELANSON

Bryan Larkin  
THE REGIONAL MUNICIPALITY  
OF WATERLOO POLICE  
SERVICES BOARD  
Per: Bryan Larkin, Chief of Police

**Tab 2**

Kitchener-Waterloo

## Support to prevent PTSD in police needed, says Chief Larkin



It is key police address mental health before there are problems, Waterloo Region police chief says

CBC News · Posted: Jan 06, 2016 12:08 PM ET | Last Updated: January 6, 2016



(Colin Butler/CBC)

[comments](#) 

More can be done to prevent first responders from getting post-traumatic stress disorder, rather than waiting until treatment is necessary, Waterloo Regional Police Chief Bryan Larkin says.

"I think the tragedy in much of this for me is that when somebody is in some form of crisis within our organization or finds themselves mentally ill or something terrible happens, the water cooler talk or the talk in the boardroom is, 'Well, we could see this coming,'" Larkin said in an interview Wednesday morning with *The Morning Edition* host Craig Norris.

"I think when we hear those comments, we have failed," he said. "If the behaviour is predictable, it's preventable."

- [Ontario could recognize PTSD as workplace-related illness for first responders](#)
- [PTSD taking its toll on Canada's prison guards](#)

Proposed legislation from Toronto NDP MPP Cheri DiNovo would see Ontario recognize post-traumatic stress disorder (PTSD) as a workplace-related illness. The private member's bill, which has been introduced five times, will come up for debate in the legislature in February. If passed, Bill 2 would assume a first responder developed PTSD through their work and allow them to take medical leave, instead of requiring the employee to prove how they got it.

**“If behaviour is predictable, it's preventable.”**

*- Waterloo Region Police Chief Bryan Larkin*

"I think it's both insulting and inaccurate to think that people will fake this any more than they would any physical illness," DiNovo told CBC News recently. "You can do everything you can to prevent it but it will still happen to a few — and we have to protect those few."

### Local police get training

Alberta has had similar legislation since 2012 and a new law surrounding mental health and first-responders came into effect in Manitoba on Jan. 1.

Larkin said the introduction of the legislation has sparked some great discussion about what is needed, but the focus needs to be more on what can be done to mentally support police officers and other first responders in their jobs every day.

"The larger discussion for me is around prevention awareness and resiliency and how do we prevent individuals and first responders from getting to the point where legislation has to be enacted," Larkin said.

He said legislation could lay the groundwork for mandatory resiliency training, wellness plans and peer support, although police in Ontario are already working to train all officers with the Road to Mental Readiness, a program developed by the Canadian Armed Forces.

"A lot of (the training program) is around peer recognition and supervisor recognition ... in the sense that, there's signs of distress, there's signs of challenges in people, that can go noticed but generally in the past have gone unchecked or we didn't provide our workplace members or supervisors the tools to notice or recognize them," Larkin said.

Mid-to-senior level managers within the Waterloo Region Police force have already received the training, he said, while the remaining members will start the program next week.

Much of the training will be erasing the stigma that police officers have to don a superhero costume, Larkin said.

"I think we're humanizing the profession. I think we're showing that we're normal people," Larkin said of recent efforts to deal with mental health in the force. "We have normal people doing an abnormal job."

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**Tab 3**

**AUDIO****'It's OK to talk about it:' Waterloo Police on new PTSD plan**

Waterloo Regional Police's new plan hopes to show how awareness can help minimize PTSD

CBC News · Posted: Jul 17, 2017 1:31 PM ET | Last Updated: July 17, 2017



Waterloo Regional Police are looking at new approaches to dealing with and preventing PTSD among officers. (Colin Butler/CBC)

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The Waterloo Regional Police Service is taking new steps to ensure the mental and psychological wellbeing of its officers.

The service's new PTSD prevention plan looks at ways of preventing and helping treat PTSD among officers. It's based on a similar model used by the Armed Forces.

"Our members deal with traumatic incidents daily," Staff Sgt. Dean Smith told *The Morning Edition's* Craig Norris. "We want to make sure that they have the resources available to address those."

- **Support to prevent PTSD in police needed, says Chief Larkin**
- **PTSD an unseen but real workplace injury, Cambridge woman says**

For the WRPS's wellness unit, the big focus is on preventing the illness, and being open about some of the warning signs.

"We want them to feel comfortable talking to people about this," Smith said.

The project is already underway within the service and for Smith and his colleagues, the hope is that this will foster more open and honest dialogue about mental health in their police service.

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**Tab 4**



**Mail To:** 200 Front Street West  
Toronto ON M5V 3J1

**Please PRINT in black ink**

**A. Worker Information**

**B. Employer Information**

B. Employer Information		#10 envelope		
Trade and Legal Name (if different provide both) <b>WATERLOO REGIONAL POLICE SERVICE</b>		Check one:	<input checked="" type="checkbox"/> Firm Number	<input type="checkbox"/> OR
			Account Number	Provide Number <b>855826</b>
Mailing Address: <b>200 MAPLE GROVE ROAD</b>		Rate Group Number <b>999</b>	Classification Unit Code <b>9 9 9 0 0 0</b>	
City/Town <b>CAMBRIDGE</b>	Province <b>ON</b>	Postal Code <b>N3H 5M1</b>	Telephone ( 519 ) 570	3000
Description of Business Activity <b>POLICE SERVICE</b>		Does your firm have 20 or more workers? <input checked="" type="checkbox"/> yes <input type="checkbox"/> no	FAX Number ( 519 ) 650	8551
Branch Address where worker is based (if different from mailing address - no abbreviations) <b>WATERLOO REGIONAL POLICE SERVICE</b>				
City/Town	Province	Postal Code	Alternate Telephone ( ) ) ) ) ) )	

**C. Accident/Illness Dates and Details**

1. Date and hour of accident/Awareness of illness			dd mm yy	AM PM	2. Who was the accident/illness reported to? (Name & Position) <b>REPORTED INITIALLY TO WSIB DIRECTLY BY EMPLOYEE</b>		
			27 02 17				
Data and hour reported to employer			dd mm yy	AM PM	Telephone ( ) Ext.		
			10 05 17				
3. Was the accident/illness:				4. Type of accident/illness: (Please check all that apply)			
<input type="checkbox"/> Sudden Specific Event/Occurrence <input checked="" type="checkbox"/> Gradually Occurring Over Time <input type="checkbox"/> Occupational Disease <input type="checkbox"/> Fatality				<input type="checkbox"/> Struck/Caught <input type="checkbox"/> Overexertion <input type="checkbox"/> Repetition <input type="checkbox"/> Fire/Explosion	<input type="checkbox"/> Fall <input type="checkbox"/> Harmful Substances/Environmental <input type="checkbox"/> Assault <input type="checkbox"/> Other	<input type="checkbox"/> Slip/Trip <input type="checkbox"/> Motor Vehicle Incident	
5. Area of Injury (Body Part) - (Please check all that apply)							
<input type="checkbox"/> Head <input type="checkbox"/> Face <input type="checkbox"/> Eye(s) <input type="checkbox"/> Ear(s)	<input type="checkbox"/> Teeth <input type="checkbox"/> Neck <input type="checkbox"/> Chest	<input type="checkbox"/> Upperback <input type="checkbox"/> Lower back <input type="checkbox"/> Abdomen <input type="checkbox"/> Pelvis	<input type="checkbox"/> Left <input type="checkbox"/> Shoulder <input type="checkbox"/> Arm <input type="checkbox"/> Elbow <input type="checkbox"/> Forearm	<input type="checkbox"/> Right <input type="checkbox"/> Hand <input type="checkbox"/> Finger(s)	<input type="checkbox"/> Left <input type="checkbox"/> Wrist <input type="checkbox"/> Hand <input type="checkbox"/> Finger(s)	<input type="checkbox"/> Right <input type="checkbox"/> Hip <input type="checkbox"/> Thigh <input type="checkbox"/> Knee <input type="checkbox"/> Lower Leg	<input type="checkbox"/> Left <input type="checkbox"/> Ankle <input type="checkbox"/> Foot <input type="checkbox"/> Toe(s)
<input type="checkbox"/> Other PSYCHOLOGICAL							
6. Describe what happened to cause the accident/illness and what the worker was doing at the time (lifting a 50 lb. box, slipped on wet floor, repetitive movements, etc...). Include what the injury is and any details of equipment, materials, environmental conditions (work area, temperature, noise, chemical, gas, fumes, other person) that may have contributed. <b>For a condition that occurred gradually over time, please attach a description of the physical activity required to do the work.</b>							
Non-Physical Response <b>EMPLOYEE STATES SHE IS EXPERIENCING PSYCHOLOGICAL TRAUMA (PTSD) - PANIC ATTACKS, NIGHTMARES, FLASHBACKS, DEPRESSION, ANXIETY -</b> <b>RELATING BACK TO TRAUMATIC INCIDENT AT OPC ON 24 FEB 2011 WHEN FELLOW RECRUIT STANDING DIRECTLY BESIDE K. DONOVAN SHOT HIMSELF IN THE LEG</b>							

MAY-23-2017 10:02 FROM-WATERLOO REGIONAL POLICE HR

+519 650 8587

T-215 P.004/007 F-576



Please PRINT in black ink

7

Employer's Report  
of Injury/Disease (Form 7)Claim Number  
30505408

Worker Name DONOVAN, KELLY	Social Insurance Number 509 516 027
-------------------------------	--

## C. Accident/Illness Dates and Details (Continued)

7. Did the accident/illness happen on the employer's premises (owned, leased or maintained)?	Specify where (shop floor, warehouse, client/customer site, parking lot, etc.). <input type="checkbox"/> yes <input type="checkbox"/> no
8. Did the accident/illness happen outside the Province of Ontario?	If yes, where (city, province/state, country). <input type="checkbox"/> yes <input type="checkbox"/> no
9. Are you aware of any witnesses or other employees involved in this accident/illness?	If yes, provide name(s), position(s), and work phone number(s). <input type="checkbox"/> yes <input type="checkbox"/> no
1. OTHER MEMBERS OF RECRUIT CLASS	
2.	
10. Was any individual, who does not work for your firm, partially or totally responsible for this accident/illness?	If yes, please provide name and work phone number <input type="checkbox"/> yes <input type="checkbox"/> no
11. Are you aware of any prior similar or related problem, injury or condition?	If yes, please explain <input type="checkbox"/> yes <input type="checkbox"/> no
12. If you have concerns about this claim, attach a written submission to this form.	<input type="checkbox"/> submission attached

## D. Health Care

1. Did the worker receive health care for this injury? <input checked="" type="checkbox"/> yes <input type="checkbox"/> no	dd mm yy	2. When did the employer learn that the worker received health care? If yes, when:  <input type="checkbox"/> 11 05 17
3. Where was the worker treated for this injury? (Please check all that apply) <input type="checkbox"/> On-site health care <input type="checkbox"/> Ambulance <input checked="" type="checkbox"/> Emergency department <input type="checkbox"/> Admitted to hospital <input checked="" type="checkbox"/> Health professional office <input type="checkbox"/> Clinic <input type="checkbox"/> Other:		
Name, address and phone number of health professional or facility who treated this worker (if known) PER FORM 6: U/K FAMILY PHYSICIAN; BRANTFORD GENERAL HOSPITAL; DR. BOOK (PSYCHIATRIST)		

## E. Lost Time - No Lost Time

1. Please choose one of the following indicators. After the day of accident/awareness of illness, this worker: <input type="checkbox"/> Returned to his/her regular job and has not lost any time and/or earnings. (Complete sections G and J). <input type="checkbox"/> Returned to modified work and has not lost any time and/or earnings. (Complete sections F, G, and J). <input checked="" type="checkbox"/> Has lost time and/or earnings. (Complete ALL remaining sections).	
dd mm yy Provide date worker first lost time 27 02 17	dd mm yy Date worker returned to work (if known) dd mm yy Telephone (519) 650 8500 Ext. 8706
<input type="checkbox"/> regular work <input type="checkbox"/> modified work	
2. This Lost Time - No Lost Time - Modified Work information was confirmed by: <input checked="" type="checkbox"/> Myself <input type="checkbox"/> Other Name HEATHER HENNING	

1. Have you been provided with work limitations for this worker's injury? <input type="checkbox"/> yes <input type="checkbox"/> no	2. Has modified work been discussed with this worker? <input type="checkbox"/> yes <input type="checkbox"/> no	3. Has modified work been offered to this worker? <input type="checkbox"/> yes <input type="checkbox"/> no	If yes, was it <input type="checkbox"/> Accepted <input type="checkbox"/> Declined If Declined please attach a copy of the written offer given to the worker.
4. Who is responsible for arranging worker's return to work <input checked="" type="checkbox"/> Myself <input type="checkbox"/> Other Name HEATHER HENNING			

MAY-23-2017 10:02 FROM-WATERLOO REGIONAL POLICE HR

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7

Employer's Report  
of Injury/Disease (Form 7)Claim Number  
30505408Social Insurance Number  
509 | 516 | 027Worker Name  
DONOVAN, KELLY

## G. Base Wage/Employment Information - (Do not include overtime here)

## 1. Is this worker (Please check all that apply)

<input checked="" type="checkbox"/> Permanent Full Time	<input type="checkbox"/> Casual/Irregular	<input type="checkbox"/> Student	<input type="checkbox"/> Registered Apprentice	<input type="checkbox"/> Owner Operator or (Sub) Contractor
<input type="checkbox"/> Permanent Part Time	<input type="checkbox"/> Seasonal	<input type="checkbox"/> Unpaid/Trainee	<input type="checkbox"/> Optional Insurance	
<input type="checkbox"/> Temporary Full Time	<input type="checkbox"/> Contract	<input type="checkbox"/> Other		
<input type="checkbox"/> Temporary Part Time				

2. Regular rate of pay \$ 46.48 per  hour  day  week  other PAID 40 HOURS PER WEEK

## H. Additional Wage Information

1. Net Claim Code or Amount Federal 11635 Provincial 10171 2. Vacation pay - on each cheque?  yes  no Provide percentage %

3. Date and hour last worked dd mm yy 4. Normal working hours on last day worked From To 5. Actual earnings for last day worked 6. Normal earnings for last day worked

23 02 17

05:00  AM  PM07:00  AM  PM05:00  AM  PM

\$ 464.80

\$ 464.80

7. Advances on wages: Is the worker being paid while he/she recovers?  yes  no If yes, indicate  Full/Regular  Other

## 8. Other Earnings (Not Regular Wages): Provide the total of additional earnings for each week for the 4 weeks before the accident/illness.

\* For Rotational Shift workers - If the shift cycle exceeds 4 weeks, please attach the earnings information for the last complete shift cycle prior to the date of accident/illness.

Use these spaces for any other earnings  
▼ (indicate Commission, Differentials, Premiums, Bonus, Tips, In Lieu %, etc.).

Period	From Date (dd/mm/yy)	To Date (dd/mm/yy)	Mandatory Overtime Pay	Voluntary Overtime Pay				
Week 1			\$	\$	\$	\$	\$	\$
Week 2			\$	\$	\$	\$	\$	\$
Week 3			\$	\$	\$	\$	\$	\$
Week 4			\$	\$	\$	\$	\$	\$

## I. Work Schedule (Complete either A, B or C. Do not include overtime shifts)

## A. Regular Schedule - Indicate normal work days and hours.

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
10.00	10.00	10.00	10.00	10.00		

or,

► Example: Monday to Friday, 40 hours

S	M	T	W	T	F	S
8	8	8	8	8		

## B. Repeating Rotational Shift Worker - Provide

NUMBER OF DAYS ON	NUMBER OF DAYS OFF	HOURS PER SHIFT(S)	NUMBER OF WEEKS IN CYCLE

or,

► Example: 4 days on, 4 days off, 12 hours per shift, 8 weeks in cycle.

## C. Varied or Irregular Work Schedule - Provide the total number of regular hours and shifts for each week for the 4 weeks prior to the accident/illness. (Do not include overtime hours or shifts here).

From/To Dates (dd/mm/yy)	Week 1	Week 2	Week 3	Week 4
Total Hours Worked				
Total Shifts Worked				

## J. It is an offence to deliberately make false statements to the Workplace Safety and Insurance Board.

I declare that all of the information provided on pages 1, 2, and 3 is true.

Name of person completing this report (please print)

HEATHER HENNING

Official title

RTW COORDINATOR

Signature

Telephone

( 519 )

650

8500

8706

Ext.

Date

dd

mm

yy

23

05

17

THE WORKPLACE SAFETY AND INSURANCE ACT REQUIRES YOU GIVE A COPY OF THIS FORM TO YOUR WORKER

0007A (01/11)

Page 3 of 3

**Tab 5**



Workplace Safety  
& Insurance Board  
Commission de la sécurité  
professionnelle et de l'assurance  
contre les accidents du travail

**Head Office:**  
200 Front Street West  
Toronto, Ontario  
Canada M5V 3J1

**Siège social :**  
200, rue Front Ouest  
Toronto, Ontario  
Canada M5V 3J1

**Telephone / Téléphone :**  
416-344-1000  
1-800-387-0750  
TTY / ATS : 1-800-387-0050

**Fax / Télécopieur :**  
416-344-4684  
1-888-313-7373

July 12, 2017

KELLY DONOVAN  
11 DANIEL PL  
BRANTFORD ON N3R 1K6  
CANADA

Claim No.:	30505408
Worker Name:	KELLY DONOVAN
Date of Injury/Illness:	01/Febr/2017
Injury/Illness:	Psychological Trauma

Dear Ms. Donovan,

**Subject:** Initial Entitlement (Eligibility to Benefits)

I am writing to confirm the allowance of your claim for Posttraumatic Stress Disorder (PTSD) as verbally communicated to you on July 12, 2017.

**Details of the Case:**

Your claim was established in April 2017 when we received your Worker's Report of Injury/Disease, as well as an Employer's Report of Injury/Disease. You were employed as a police officer with Waterloo Regional Police Service from December 19, 2010 until you resigned effective June 25, 2017. You are claiming you developed posttraumatic stress disorder as a result of your workplace duties, and you have been off work since February 27, 2017 due to your PTSD symptoms. A June 22, 2017 assessment report from your psychologist confirmed a diagnosis of PTSD.

**Criteria:**

The Workplace Safety and Insurance Act (WSIA) was amended as of April 6, 2016 and new provisions were introduced which establish presumptive entitlement to benefits for first responders and other designated workers diagnosed with PTSD. Operational Policy Manual (OPM) document 15-03-13 titled, Posttraumatic Stress Disorder in First Responders and Other Designated Workers, guides decision makers in the implementation of these legislative changes.

The policy provides that if a first responder or other designated worker is diagnosed with PTSD by a psychiatrist or psychologist, and if certain criteria have been met, the PTSD is presumed to have arisen out of and in the course of the first responder's or other designated worker's employment, unless the contrary is shown.

**Decision:**

The information in your claim has been carefully considered. It is confirmed you are a first responder as defined in OPM 15-03-13 and you were diagnosed with PTSD by a psychologist on June 22, 2017. Therefore, your claim for PTSD is allowed by presumption and considered to have arisen out of and in

the course of your employment noting the criteria under the policy have been satisfied. Your claim is allowed for healthcare benefits. This would include 12 initial counselling sessions.

The medical information on file supports that you were unable to work in any capacity; and were clinically authorized off work. As a result, you are entitled to full loss of earnings (LOE) benefits from February 27, 2017 up to June 24, 2017. I understand you received advances from your employer, which will be reimbursed to the employer by the WSIB.

Also, your WSIB Nurse Consultant, Missa Canave, may contact you in the future, to facilitate the recommended treatment with your psychologist.

I have made this decision based on the information available to me. If you do not understand the decision, or if you do not agree with the conclusions reached, please call me. I would be pleased to discuss your concerns.

It is important to know that the Workplace Safety and Insurance Act (the Act) imposes time limits on objections. If you want to object to my decision, the Act requires that you notify me in writing no later than January 12, 2018.

To submit this written appeal notice, please go to our website at [www.wsib.on.ca](http://www.wsib.on.ca) and complete the Intent to Object Form. There is an instruction sheet included on the site which also lists organizations that can provide free representation. You can access the form and instruction sheet by typing "appeal" into the search box on the website and accessing the Worker Appeals or Employer Appeals page. They are also available in the "Forms" section of the website. If you do not have access to our website, you may call our toll free number at 1-800-387-0750 and request the form be mailed to you.

Yours sincerely,

Jane Drake, TMS EA / STCM  
Case Manager  
Traumatic Mental Stress Program

Tel: 416-344-5205 or 1-800-387-0750

Copy To: Waterloo Regional Police

# Tab 6

# Filion Wakely LLP Thorup Angeletti

management labour and employment law



Reply to Donald B. Jarvis  
Toronto Office  
tel 416.408.5516 | email djarvis@filion.on.ca

January 11, 2018

**HAND DELIVERED**

Workplace Safety & Insurance Board  
200 Front Street West  
Toronto, ON M5V 3J1

Dear Sir/Madam:

**Re: Kelly Donovan, WSIB Claim No. 30505408**

We represent The Regional Municipality of Waterloo Police Services Board with respect to the above matter. Enclosed, please find the Employer's Direction of Authorization Form, the Employer's Intent to Object Form; and the Employer's supporting submissions and documents.

Please do not hesitate to contact the undersigned if you have any questions regarding the enclosed documents.

Yours very truly,

Donald B. Jarvis  
DBJ/ca

Enclosure

## NOT VALID FOR ACCESS TO CLAIM FILE INFORMATION



Send the completed & signed form to:  
 Workplace Safety & Insurance Board  
 200 Front Street West,  
 Toronto, Ontario M5V 3J1

OR fax to:  
 416-344-4684  
 1-888-313-7373

Employer's Direction  
of Authorization

For this form to be valid, it must be **completed in full** (Parts A through E) and **signed** by an Authorized Officer of the company. An authorization is needed for each account number. **Before completing, be sure to read the information on page 2.**

When submitting by fax, please **transmit using only an original form.**

## Part A - Employer Information

Legal Name of Company <b>The Regional Municipality of Waterloo Police Services Board</b>		Account No.	Firm No. (optional) <b>855826</b>
Address <b>200 Maple Grove Road</b>			
City/Town <b>Cambridge, Ontario</b>	Postal Code <b>N3H 5M1</b>	Telephone <b>(519) 650-8532</b>	Fax (if available) <b>(519) 650-1793</b>

## Part B - Representative Information

* Name of Person to be Authorized <b>Donald B. Jarvis</b>		LSUC or Application ID No. <b>28483C</b>	
I am exempt from paralegal licensing requirement (Please check the exemption that applies to you):			
<input type="checkbox"/> In-house legal services provider or paralegal <input type="checkbox"/> Office of the Employer Adviser <input type="checkbox"/> Articling Student <input type="checkbox"/> Student legal aid services societies <input type="checkbox"/> Constituency assistants <input type="checkbox"/> Legal clinics <input checked="" type="checkbox"/> Other profession or occupation (please specify): <b>Lawyer</b>			
If you are unsure about your exemption status, please contact the Law Society of Upper Canada.			
Address <b>333 Bay Street, Suite 2500</b>		Postal Code <b>M5H 2R2</b>	Telephone <b>(416) 408-5516</b>
City/Town <b>Toronto, Ontario</b>		Fax (if available) <b>(416) 408-4814</b>	

\* This indicates who will have authorization as set out on this form. If you identify an individual, only that person will have authorization. After October 31, 2007, the WSIB will only accept representatives who have applied for licensing by the Law Society of Upper Canada and whose names are included on the Paralegal Candidate Directory, or those who are exempt from the licensing requirement. For further information, please consult the Law Society's website at [www.lsuc.ca](http://www.lsuc.ca). After October 31, 2007, the WSIB will require all representatives to provide information about their licensing status in order to represent parties before the Board.

## Part C - Identify the Type of Authorization That You Want the Representative to Have

The representative named above is authorized to represent the employer and access **all** of the WSIB **information** that the employer would normally have access to, otherwise list any **restrictions** to the authorization here:

If you are authorizing a representative for more than one WSIB employer account, you may:

- (i) complete a separate form for each account **OR**
- (ii) list the additional account numbers and names in the space provided **OR**
- (iii) reference a separate list in the space provided.

The legal name for each account must be provided. Additional pages attached to this document must also be signed by the Authorized Officer.

## Part D - Validity Period

In this box, indicate the expiry date of this authorization to a **maximum of 2 years** from the Effective Date of Authorization:

Authorization Expiry Date	(mm/dd/yyyy) <b>01/10/2020</b>
------------------------------	-----------------------------------

If no expiry date is provided, then the default validity period will be 6 months from the Effective Date of Authorization, indicated at the bottom of this page.

## Part E - Approval by Authorized Officer of the Company

The undersigned confirms that he or she is an Authorized Officer of the company, as set out in the WSIB's Policy 21-01-02 *Authorization of Employer Representatives Regarding Employer Information* and is in a position to commit the organization on a corporate level or **normally has access to and control of the information to be released** (see page 2).

By signing below on behalf of the employer/company named in PART A, I authorize the person or company named in PART B, as indicated above on this Employer's Direction of Authorization.

Name (print) <b>Bryan Larkin</b>	Signature 
Title (print) <b>Chief of Police</b>	Date (mm/dd/yyyy) <b>01/10/2018</b>

**Cancelling or changing an authorization**

It is the responsibility of the employer to ensure that authorization is properly managed. As such, amendment, rescindment or cancellation of any authorization is the responsibility of the employer.

The authorization expires automatically after the period of time that you have indicated in *Part D - Validity Period*, on the front (to a maximum of 2 years) or after 6 months from the date on the authorization if no expiry date is indicated.

To **change** an authorization, a new *Employer's Direction of Authorization* form must be completed.

To **cancel** an authorization at any time, telephone the Workplace Safety & Insurance Board (WSIB) at 1-800-387-0750 with your request or FAX a request to 416-344-4684 or 1-888-313-7373. A letter confirming the cancellation will be sent to you and a copy will be sent to the representative.

**Authorized officers**

Refer to policy 21-01-02 *Authorization of Employer Representatives Regarding Employer Information* for additional information, which includes the definition of an authorized officer of the company as follows:

An authorized officer is defined as an individual within the company who is in a position to commit the organization on a corporate level, or who would normally have access to, and control of, the information to be released. Examples of such individuals are sole proprietors, partners, presidents, vice-presidents, general managers, chief financial officers, controllers, directors of finance, safety officers, and individuals in other positions in which access to confidential employer information is typical.

Spouses, same-sex partners (in decisions made on or after March 1, 2000), or family members are not entitled to access, or to authorize the release of, confidential information unless the person in question is an owner, partner, executive officer, or authorized officer of the company, or an authorized representative of the company.

**Ongoing issues under appeal**

For issues under appeal, authorization is extended until the WSIB makes a final decision on the appeal (at which time the authorization is automatically terminated for that representative if the authorization has expired) or until the employer rescinds the authorization of the representative, whichever comes first. The issue under appeal must be identified to the WSIB.\* Access to information is issued to the representative provided that the request relates to the issue under appeal.

\* In most cases the original decision maker.

**Representation & access to claim/worker information**

In addition to policies 21-01-01 *Access to Employer Information* and 21-01-02 *Authorization of Employer Representatives Regarding Employer Information*, claim-related policies regarding worker information also apply, including policy 21-02-04, *Disclosure of Claim File Information to Worker or Employer Representatives*, which requires that a copy of the authorization must be provided for each claim file to which access is requested.

**Additional Information**

If additional space is needed for information (for example, in *PART C*), please add a note on page 1 to indicate that there are additional pages and attach them to this form.

When submitting by fax, please transmit using only original documents.

This is not a request form. It is used solely to provide authorization for employer representation and access to employer-related information.

If you need more information, contact the WSIB at 1-800-387-0750 or by fax at 416-344-4684 or 1-888-313-7373.

**To avoid delays, please complete in full, and print in black ink.**

**Send the completed & signed form to:**

Workplace Safety & Insurance Board  
200 Front Street West,  
Toronto, Ontario M5V 3J1

**Tab 7**

Toronto

# Durham Regional Police Service ran a 'poisoned' workplace, years-long investigation finds

Ontario Civilian Police Commission says police service, board obstructed investigation

Stephen Davis · CBC News · Posted: Nov 11, 2025 6:57 PM EST | Last Updated: November 12, 2025



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## Durham police ran a 'poisoned' workplace, years-long investigation finds

► November 12, 2025 | 2:58

A report outlining a six-year long investigation into the Durham Regional police paints a picture of a toxic workplace, including failures to address harassment and mental health concerns.

The Durham Regional Police Service (DRPS) in southern Ontario was a toxic workplace where officials failed to adequately address harassment and management aggressively fought officers seeking mental health support, according to newly released records.

The findings by investigators are included in the Ontario Civilian Police Commission's (OCPC) report into the workplace culture, policies and procedures of the DRPS and its board. The report and a summary of the document were obtained by CBC News through a freedom of information request.

Investigators substantiated allegations that "a poisoned work environment was created at the DRPS," according to the report. Workplace harassment investigations, though guided by "sound" policies, were marred by bias and shoddy record-keeping, it says.

Peter Brauti, a lawyer for current and former DRPS members whose complaints sparked the investigation, said he was disappointed in the lack of detail in the heavily censored report.

"These were multiple people within the organization that literally had their lives ruined by certain individuals [who] weren't held accountable," Brauti told CBC News. "I'm sure that they're sitting there thinking, 'Why did I bother coming forward at all?'"

## Board says it's taken steps to address concerns

The DRPS is headquartered in Whitby and serves several municipalities in Durham Region just east of Toronto.

According to the OCPC report, in November 2018, Brauti wrote to the deputy minister of community safety and correctional services, and made allegations of "favouritism, cronyism, reprisals and criminal activity at the highest levels" of the DRPS.

He included letters from four complainants, all current or former members of the police service.

The OCPC launched its investigation in May 2019 and interviewed about 80 witnesses. The commission finished its report in July. Since then, the document has remained secret and the OCPC has dissolved in accordance with new provincial policing legislation.



Durham police's chief says he and the board have urged the OCPC to release its findings. (CBC News)

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CBC News [previously reported](#) the OCPC shared its findings with only the DRPS, the service's board and the province's solicitor general.

In a prepared statement, DRPS Chief Peter Moreira said he and the board have urged the OCPC to release its findings.

"While the OCPC report focused on a period of time under a completely different leadership team, my command team and I are committed to learning from the report and its recommendations," he said.

The board said in a statement it has taken several steps to ensure accountability and transparency.

"The investigation covered by this report began seven years ago. The allegations in many cases go back a decade. Much has changed at the DRPS and the board over this period of time."

## **'Perceived favouritism, cronyism' impacted operations**

The report and an executive summary describe investigators' findings and the beliefs of DRPS members about their workplace.

The findings in the executive summary include:

- The DRPS board failed to adequately scrutinize the hiring of senior officers.
- Investigations of workplace harassment, violence and sexual harassment or misconduct "lacked independence and thoroughness."
- There was "evidence of intimidation, divisiveness and dismissive attitudes toward mental health concerns."
- Investigators found "perceived favouritism, cronyism, and/or paybacks" impacted DRPS operations.

The Ministry of the Solicitor General, which released the records to CBC News, said in a letter that the deletions were necessary for several reasons, including the protection of personal information.

Despite redactions to the report, it contains references to serious misconduct, including someone, whose identity was withheld, who did not inform the Special Investigations Unit (SIU) that one member had sexually assaulted another.





The DRPS is headquartered in Whitby, Ont. (Doug Ives/The Canadian Press)

A section of the summary dealing with the claim of a poisoned work environment notes that DRPS members "described humiliation and ostracism after raising concerns." Witnesses also alleged interference in professional standards investigations, described a strong belief that promotions within the service were not based on merit, and said workplace harassment investigations included invasive and irrelevant questions.

Reached by phone Tuesday, police association president Andrew Tummonds declined to comment.

"We're still dealing with our lawyers to see where we're gonna go," Tummonds said.

## **PTSD claims fought by service, report says**

The report describes [2016 legislation](#) intended to grant first responders experiencing mental health problems faster access to support and treatment by establishing a presumption that their post-traumatic stress disorder (PTSD) is job-related.

The report notes that while employers supported the legislation, "the commission heard considerable evidence that the service took the opposite stance and vigorously opposed virtually every application to the WSIB for presumptive PTSD."

"If a finding of PTSD was made, the service appealed it," the report claims.

The report accuses both the DRPS and the board of obstructing the OCPC by refusing to co-operate with investigators and bogging the commission down in court.

It highlights one instance of a justice ordering the service to pay \$65,000 to the OCPC, adding that the expense was ultimately covered by taxpayers. The report also blames the board for declining to grant the OCPC prompt access to documentation.

[After previous reporting](#) by CBC News that the DRPS and the board had spent about \$2 million on legal expenses since the OCPC investigation began, the report blames the board and the DRPS "for an unjustified significant expenditure of taxpayer funds in resisting and obstructing a lawful investigation."

## **Lawyer for complainants yet to see full report**

The report lists 33 recommendations, including that the board and chief ensure members know they can "report misconduct without fear of reprisal," that the board create a new policy to maintain the integrity of promotions, and that interviews