

UNIFORM



COLLECTIVE AGREEMENT

JANUARY 1, 2025 TO DECEMBER 31, 2029

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**THIS COLLECTIVE AGREEMENT WAS RATIFIED ON
THE 25th DAY OF APRIL 2025**

BETWEEN

TORONTO POLICE SERVICE BOARD
hereinafter called “**the Board**”

OF THE FIRST PART,

-and-

TORONTO POLICE ASSOCIATION
hereinafter called “**the Association**”

OF THE SECOND PART.

Whereas the Parties have mutually agreed to enter into and execute this Collective Agreement defining, determining and providing for remuneration, benefits, pensions and working conditions of the members of the Toronto Police Service coming within the Uniform Branch as set out in Schedule A hereto;

Now, therefore, this Collective Agreement witnesseth that in consideration of the premises the Board and the Association hereby mutually agree and covenant as follows:

ARTICLE 1 – SCOPE, RECOGNITION AND DUES

- 1.01 This Collective Agreement shall apply only to those members of the Toronto Police Service as set out in Schedule A hereto.
- 1.02 Provided at least 50% of the members of the Service belong to the Association, the Board shall recognize the Association as the sole and exclusive bargaining agent for all members of the Service save and except the Chief, the Deputy Chiefs, and senior officers (as defined in s.217 of the *Community Safety and Policing Act, 2019*) represented by the Toronto Police Senior Officers' Organization.
- 1.03 A member shall be obliged to pay the prescribed dues to the Association as a condition of employment but shall not be obliged to pay any assessments levied by the Association on any of its members which may be in excess of the prescribed dues unless they become a member of the Association.
- 1.04 The Board will deduct from the regular pay of each member of the Association such dues and assessments as the Association may, from time to time, levy in accordance with the By-laws of the Association and continue to make such deductions until this Collective Agreement is terminated or the member ceases to be a member of the Association, whichever occurs first.
- 1.05 Within a reasonable time after the making of each such deduction, the Board will pay to the Association the sum so deducted.
- 1.06 The actual costs to the Board, from time to time, during the currency of this Collective Agreement of carrying out such arrangements shall be paid by the Association to the said Board upon receipt of accounts therefor from the Board.

ARTICLE 2 - DEFINITIONS

- 2.01 Except where a contrary intention appears,
- (a) "Association" means the Toronto Police Association.
 - (b) "Board" means the Toronto Police Service Board.
 - (c) "Chief of Police" means the Chief of Police, from time to time, of the Toronto Police Service.
 - (d) "Member" means a person holding a rank or classification as set out in Schedule A to this Collective Agreement.
 - (e) "Service" means the Toronto Police Service.

- (f) "Service with" or "length of service" shall include service with the Toronto Police Service as well as with the former Municipality of Metropolitan Toronto Police Force.

2.02 Wherever applicable in this Collective Agreement, the singular number shall include the plural.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 (a) The Association and its members recognize and acknowledge that, subject to the provisions of the *Community Safety and Policing Act, 2019*, and the Regulations thereto, it is the exclusive function of the Board to:
- (i) maintain order, discipline and efficiency;
 - (ii) discharge, direct, classify, transfer, promote, demote or suspend, or otherwise discipline any member;
 - (iii) hire.
- (b) If a member claims that the Board has exercised any of the functions outlined in paragraph (a) (ii) in a discriminatory manner or without reasonable cause, then such a claim may be the subject of a grievance under the provisions of the grievance procedure outlined in this Collective Agreement or dealt with under procedures, as prescribed by the *Community Safety and Policing Act, 2019*.
- (c) The Board agrees that it will not exercise any of the functions set out in this Article in a manner inconsistent with the provisions of this Collective Agreement or the *Community Safety and Policing Act, 2019*, and the Regulations thereto.
- 3.02 Nothing in this Collective Agreement shall be construed as imposing any personal liability upon an individual who, from time to time, is a member of the Board.

ARTICLE 4 – PROBATIONARY PERIOD – SERGEANTS

- 4.01 A member promoted to the rank of sergeant shall serve a probationary period of one year from the date of such appointment.

ARTICLE 5 - DISCIPLINE

- 5.01 Except for charges, complaints or other actions taken in respect of a member under the *Community Safety and Policing Act, 2019*, or any other legislation or regulation, a member shall be notified of any disciplinary action taken against the member by way of documentation (currently TPS 930) and has the right to respond thereto in writing within 10 working days.
- 5.02 If the issuance of a TPS 930 is being considered and the member is requested to respond to a Unit Commander or their designate, the member shall have the opportunity to have the Divisional steward or Association representative present at such a meeting and, where practicable, without cost or loss of service to the Board. Representatives of the Board and the Association shall arrange for such meetings with the minimum disruption of police duties by the utilization of available personnel within the Unit or a full-time Association representative.
- 5.03 A copy of the Personnel Documentation Form TPS 930 will be given to the member when the documentation is made and in accordance with the provision on the Form, reports will be purged after two years, unless further reports are received, in which case the report will stay on file until two full years have passed without further reports.

ARTICLE 6 - GRIEVANCE PROCEDURE

- 6.01 Any difference concerning the interpretation, application, administration or alleged violation of the provisions of this Collective Agreement, including any question as to whether a matter is arbitrable, will be dealt with in the following manner:

STEP 1

An aggrieved member, accompanied and represented by an Association Steward or Director, may present their grievance, in writing, to their Unit Commander or designate and the grievance shall be discussed with a view to reaching a settlement. The Unit Commander shall render a written decision within five working days of the discussion. Any settlement of the grievance reached at this Step will be considered applicable to the case in question only and will not establish a precedent for future cases.

STEP 2

Failing satisfactory settlement at Step 1, the Association may, within 20 working days, submit the grievance to the Chief of Police or their designate for further discussion with a view to reaching a settlement. To facilitate settlement, a meeting shall be held at which the Board may be represented by such persons as the Board deems necessary and at which the Association may be represented by such

persons as the Association deems necessary. The Chief of Police or their designate shall render a written decision within seven working days of the Step 2 meeting.

- 6.02 Either party to this Collective Agreement may lodge a grievance in writing with the other party on any difference between the Parties concerning an interpretation, application or administration of the Collective Agreement, including any question as to whether a matter is arbitrable and such grievance shall commence at Step 2.
- 6.03 A grievance is to be commenced within 25 working days of the incident which gave rise to the grievance, unless the grievor, Association or Board is unaware that grounds exist for a grievance, in which case, the grievance is to be commenced within 25 working days of the time at which the grievor, Association or Board became aware that grounds for a grievance existed.
- 6.04 (a) Failing satisfactory settlement at Step 2 of the Grievance Procedure either party, within 10 working days, may refer the grievance to conciliation pursuant to the provisions of s. 228 of the *Community Safety and Policing Act, 2019*.
- (b) Failing satisfactory settlement at conciliation, either party, within 90 calendar days following the date of the letter from the Solicitor General under s. 228(5) of the *Community Safety and Policing Act, 2019*, may refer the grievance to arbitration under s. 229 of the *Community Safety and Policing Act, 2019*.
- 6.05 For the purposes of this Article, "working days" shall mean Monday to Friday, exclusive of statutory holidays falling on or designated to be taken on any one of the days from Monday to Friday, inclusive.
- 6.06 An arbitrator may extend the time for the taking of any step in the grievance procedure under a Collective Agreement, notwithstanding the expiration of such time, where the arbitrator is satisfied that there are reasonable grounds for the extension and that the opposite party will not be substantially prejudiced by the extension.

ARTICLE 7 - HOURS OF WORK

- 7.01 A regular tour of duty shall consist of eight consecutive hours of work. Where a member on such regular tour of duty is required by their supervisory officer to terminate their tour of duty before the completion of eight hours they shall receive no less than eight hours of pay for such tour.
- 7.02 Each member shall report for duty at least 15 minutes prior to the commencement of their tour of duty, which time shall not be included in computing the duration of such period.

- 7.03 Each member's normal week shall consist of five tours of duty and two days off which shall, subject to the requirements of the Service (which said requirements shall be subject to question in any grievance procedure) be consecutive.
- 7.04 Each member shall be assigned a lunch period to commence after the completion of two and one-half hours of duty and be completed before the completion of six hours of duty. When the requirements of the Service do not permit the taking of an assigned lunch period, the member and their supervisory officer may agree upon some other period during the said tour or the member shall be credited with one hour at straight time.
- 7.05 Where the requirements of the Service only permit a member to take one-half hour or less for lunch, the member shall be credited with one-half hour at straight time.
- 7.06 A member who is granted permission to be excused from duty in accordance with the lieu time provisions of the Collective Agreement after having completed four hours of duty shall have lieu time debited for four hours and shall be credited with one hour at straight time for the lunch hour not taken.
- 7.07 Subject to the requirements of the Service, in the discretion of the Chief of Police:

- (a) The normal tours of duty will be as follows:

First Tour	12:01 a.m.	-	8:00 a.m.
Second Tour	8:00 a.m.	-	4:00 p.m.
Third Tour	4:00 p.m.	-	12:00 midnight,

provided that the Chief of Police shall continue to have the right to change the starting time of a tour of duty.

- (b) A member assigned to rotating shifts shall regularly rotate from one shift to another so that an equal amount of time will be spent by a member on each shift, providing, however, that by mutual agreement between a member and the Officer in Charge of their Unit of command, a member may spend more time on one shift than any other.

- 7.08 All uniform patrol cars, except those assigned to traffic duties, shall be staffed by two fully trained and armed police officers while on patrol between the hours of 4:00 p.m. one day and 4:00 a.m. the following day or during such other continuous period of twelve hours per day as shall be designated by the Board to coincide with the period of peak patrol activity.
- 7.09 Notwithstanding Article 7.08, where an emergent situation occurs during or extends into the period of peak patrol activity and all other means of staffing patrol cars by on-duty personnel have been exhausted, the Chief of Police or their designate in

their discretion, may authorize the deployment of the required number of one-officer patrol cars.

- 7.10 An "emergent situation" includes disasters (such as hurricane, flood, fire, explosion) or other major disruptive events (such as utility malfunctions, police tactical occurrences, multiple fatalities).
- 7.11 Other circumstances may occur which will be foreseen and planned, which may justify the suspension of Article 7.08. No such suspension will occur, except on the basis acceptable to representatives of the Association and the Board after a meeting to review the circumstances of any proposed suspension.
- 7.12 Where the Parties agree that public and officer safety will not be compromised, they may mutually agree to modify or waive the application of the two-officer patrol car requirement in order to improve the capacity of the Service to more flexibly meet operational demands, including through scheduling changes.

ARTICLE 8 – SALARY, ALLOWANCES AND PAID DUTY

- 8.01 Subject to the exceptions set out below, the salary to be paid to each member shall be in accordance with the rate of pay for each rank as set forth in Schedule A annexed hereto and forming part of this Collective Agreement, such salaries being in accordance with the differentials set out in the said schedule.
- 8.02 (a) Electronic Pay Advices shall be made available through Employee Self-Service to all members on pay day.
- (b) Compensation shall be paid by means of electronic bank deposits to the financial institution(s) of the member's choice provided the institution(s) is a member of the Canadian Payment Association.
- 8.03 Specialty Pay
- (a) A constable who:
- (i) has been designated as a criminal investigator as defined by the Investigations Regulation to the *Community Safety and Policing Act, 2019* as of the date hereof, or a specialist criminal investigator as defined in the Criminal Investigation Management Plan as of the date hereof and who is assigned by the Chief of Police to perform duties as a criminal or specialist investigator on a full-time basis; or
- (ii) is a Training Constable, or a constable assigned to classroom instruction duties at the Toronto Police College, a Crime Analyst or a

Field Intelligence Officer, if assigned to those duties on a full-time basis; or

- (iii) is assigned to a position that may be designated from time to time by the Chief of Police as eligible for specialist pay, providing it is an investigative function, performed on a full-time basis and requires accredited training or a special skill set

shall receive a salary of their rank plus 6.75% of the salary of a First Class Constable as set out in Schedule A for the period of time during which they are so assigned and such salary shall be used for computing premium pay such as overtime and callback.

- (b) Effective January 1, 2026, members in the rank of Detective and Detective Sergeant will be included in the scope of eligibility for 6.75% of the salary of a First Class Constable as set out in Schedule A.

Effective January 1, 2026, members of the Police Dog Services (PDS) unit and members in the rank of Sergeant and Staff Sergeant within the Emergency Task Force (ETF) unit will be included in the scope of eligibility for 6.75%.

- (c) A member in receipt of salary as provided in (a) above shall receive such salary when on annual vacation, sick pay, paid holidays or on paid lieu time. In calculating net pay under Article 17 or for Central Sick Bank under Article 16 and for entitlements under Article 19, such 6.75% payment will be taken into account. Assignments will not be varied for the purpose of avoiding obligations under this sub clause.

- 8.04
- (a) The Parties realize that on occasion a member who is unable to perform all of their regular police duties because of injury, illness or other physical or mental disability may be assigned to plainclothes duty and will not be entitled to clothing and plainclothes expense reimbursement payments.
 - (b) When a member is assigned to plainclothes duty because of injury, illness or other physical or mental disability, a Consent Form will be prepared which the member will sign acknowledging that they will not be entitled to plainclothes allowance and clothing expense reimbursement. The Consent Form will describe the functional or other limitations, and the estimated time before the member is expected to return to their regular duty.
 - (c) The Consent Form shall be renewed at least once every 60 work days, unless the Parties and the member concerned agree on a longer period. Copies of Consent Forms will be sent to the Association.

(d) The aforementioned procedure will apply to any member assigned to plainclothes duty for reasons of injury, illness or other physical or mental disability.

8.05 Each member to whom a dog is assigned and who has continuous off duty responsibilities for the care and maintenance of the dog in their custody in accordance with the requirements of the Board shall receive an allowance of \$75.00 per month. A member assigned such responsibilities for less than a month shall receive a pro rata amount in respect of such lesser period.

8.06 A constable who is assigned to coach a recruit during the first 10 weeks of the recruit's initial field assignment shall receive, in addition to their regular salary, 4% of the constable's salary during the time when the constable is coaching the recruit.

8.07 The rate to be paid to each member for special services requested of the Service for control of crowds or for any other reason, shall be determined by the Association. The Association shall provide the Board with 30 days' notice and a rationale in writing of the said rate when determined or of any change therein.

8.08 PRU Patrol Allowance

In recognition of the nature of the Priority Response Units' duties in urban policing within the City of Toronto, any member (constable, sergeant or staff sergeant) with more than five years of service with the Board and who is assigned to the PRU (District/Divisional Priority Response Units, Priority Response Group and Traffic Services Uniform platoons, excluding Training Constables) shall receive commencing on September 1, 2019 an allowance of 3% of their basic salary paid on all hours worked in active service in the PRU.

As part of their role as a multi-function support unit to frontline policing, effective January 1, 2026, members of the PSRT will engage in mentoring and training of other officers who may consider joining the PSRT. This mentoring and training function is included in the 3% PRU allowance provided to members of the PSRT.

For clarity, the PRU allowance applies to annual vacation, sick pay, paid holidays and paid lieu time. However, the allowance is not provided to members assigned to the CISU or where a member has not been performing PRU duties continuously for more than 30 calendar days. No member shall be simultaneously eligible for the PRU Patrol Allowance and Specialty Pay as defined in Articles 8.03 and 8.04.

8.09 Civilian Members Becoming Cadets-in-Training (Red-Circling)

A member of the Civilian Branch who is appointed as a Cadet-in-Training for the purposes of becoming a Police Constable in the Uniform Branch but whose current salary exceeds the salary rates for Cadet-in-Training and Police Constable shall continue to receive their current salary, which shall not exceed the First Class

Constable Salary under the operative Collective Agreement, until such time as the salary rate for the Cadet-in-Training and/or Police Constable classification into which the member has been appointed exceeds their current salary.

ARTICLE 9 – PREMIUM PAY PROVISIONS

9.01 When a member is required to be on duty one-quarter hour or more in excess of such member's daily tour of duty, such member shall receive lieu time as provided in Article 9.03, or pay calculated at the rate of one and one-half times the member's rate of pay for time worked in excess of such daily tour.

9.02 (a) For the purpose of this Article, "callback" is defined as the callback of a member after they have reported off duty and before their next following tour of duty, and shall include the attendance of a member:

- (1) (i) at courts during their off duty hours including lieu time hours, or
- (ii) on an overtime assignment separated by time off from their regular tour.

Such member shall be granted lieu time, as provided in Article 9.03, or pay calculated at the rate of one and one-half times the member's rate of pay for all hours of duty in such callback with a minimum of 3 hours' pay or time off in lieu thereof at the time and one-half rate for each such callback.

- (2) (i) at courts during their regularly scheduled days off, or
- (ii) performing duty on regularly scheduled days off.

Such member shall be granted lieu time, as provided in Article 9.03, or pay calculated at the rate of one and one-half times the member's rate of pay for all hours of duty in such callback with a minimum of 4 hours' pay or time off in lieu thereof at the time and one-half rate for each such callback.

- (b) (i) An appearance under subpoena at a Workplace Safety and Insurance Board (WSIB) hearing, Criminal Injury Compensation Board hearing, *Public Inquiries Act* hearing and Coroner's Inquest, or at an administrative tribunal hearing where the testimony they are required to give relates to the performance by the member of their duties as a police officer shall be deemed to be an appearance in court.
- (ii) For purposes of this Article, an administrative tribunal hearing does not include arbitration under this collective agreement, the *Community*

Safety and Policing Act, 2019, or any hearing under Part XII of the Community Safety and Policing Act, 2019.

- (iii) There is no intent in this Article to alter the compensation practices of officers attending disciplinary hearings or public complaint hearings.
- (c) With the consent of the Chief of Police and by the mutual consent of the member and their Unit Commander, a member may be excused from duty on the first tour of duty when they have been required to make two or more appearances in Court immediately preceding the first tour of duty.
- (d) (i) A member who is required to attend court during their vacation shall be granted two days off for each day or part thereof spent in Court. This Article shall apply only if the member's Unit Commander has approved, in advance, the member's attendance at court.
- (ii) If such appearance is outside of the City of Toronto, this Article will only apply if the member has notified their Unit Commander as soon as possible after being made aware of such required court attendance.
- (iii) In addition, when the member must travel to court from a place other than their normal place of residence on a day other than the day of court attendance, they shall be granted equivalent time off to a maximum of eight hours for each day spent travelling. The member shall be reimbursed for any reasonable travelling expenses, except where the trip is made to or from the normal place of residence.
- (iv) The provision of this Article shall not apply where a member schedules their vacation or by agreement with their Unit Commander amends their vacation period after the member is aware that they will or may be required to attend court during such period. Such court appearance will be deemed to be an appearance at court during their regular days off. However, if in scheduling the initial vacation a member cannot select a one week period during which they have no court appearance during the months of June, July or August, provided the member has enough seniority to so select, the provisions of this Article will still apply.
- (e) (i) In the event that a scheduled court appearance is cancelled after 2300 hours of the day preceding the scheduled court appearance, the officer shall be entitled to one-half of the callback allowance that would otherwise be payable.
- (ii) A member who is not notified of the cancellation of their scheduled court appearance and who attends at their unit immediately prior to

the court appearance or at court shall be entitled to the appropriate court attendance allowance under this Article 9.02.

- (f) A court appearance by a member on Pregnancy Leave or Parental Leave is to be treated as a court appearance on a regularly scheduled day off and the member can elect cash or lieu time in respect thereof except where the court appearance is made during a period in respect of which a supplemental unemployment insurance benefit applies. In such cases, members shall be credited with lieu time for use following their return to work. If a member does not return to work, the lieu time credit shall be paid out in cash.

9.03 A member may elect lieu time instead of payment for overtime, including callbacks, in accordance with the following procedure:

- (a) Upon completion of such overtime worked by a member, such member shall indicate to their Officer in Charge whether the member elects to be paid for such overtime or to take time off in lieu thereof. The Officer in Charge shall enter the member's election in the records provided therefor.
- (b) Periods of overtime for which a member elects to be paid shall be accumulated for one calendar month and the total so accumulated shall be paid for during the next following calendar month.
- (c) Periods of overtime which the member has elected to take as lieu time off shall be allowed to accumulate, and for every one hour of lieu time so accumulated, the member shall be entitled to take one and one-half hours off, provided that such time must be taken at a time agreed upon between the member and the Unit Commander. Lieu time may be taken as part of a day or a whole day.

9.04 (a) All lieu time shall be recorded in the member's lieu time register. The Parties agree that lieu time should be used as soon as practicable after the time is accumulated. Lieu time to the credit of any member which exceeds 80 hours of accumulation on the last day of the month of February, May, August and November shall be paid on the pay day nearest the end of the following month. For the purpose of this Article, lieu time includes all time accumulated under Article 17.05 for lunch hours worked, Article 9.03 for overtime and callbacks, and Article 14.04 for Statutory Holidays worked.

- (b) Members may elect to reduce their lieu time balance to 20 hours or to zero hours on the last day of November of each year.

9.05 All witness fees, exclusive of transportation allowance, received by any member attending, either on or off duty, any court shall be forfeited to the Treasurer of the City of Toronto where such member is entitled to payment from the Board for such court appearance.

- 9.06 (a) A member who is assigned to perform all the regular duties of a higher rank for a temporary period of not less than one full tour of duty in each assignment, shall receive salary at the corresponding rate of such higher rank for the entire period they are so assigned. A member who is authorized to work through the lunch hour and to leave an hour before the normal end of duty is nevertheless entitled to the higher rate.
- (b) The foregoing acting pay provision shall apply to periods during which the member is absent on paid leave, on sick pay, on paid holidays, or on annual vacation, provided such member has been continuously paid at such acting pay rate for at least two (2) months immediately prior to such absence on paid leave. Such acting pay rate will be paid only to the extent that it would have been paid had the member remained at work. Absences of not more than five (5) working days shall not break the period of continuous acting rank assignment for purposes of this Article.

9.07 A member shall receive:

- (a) An additional allowance of \$0.35 per hour for all hours worked during a shift which commences after 10:00 a.m. and at or before 6:00 p.m.
- (b) An additional allowance of \$0.60 per hour for all hours worked during a shift which commences after 6:00 p.m. on one day and at or before 4:30 a.m. on the following day.
- (c) The payment of any shift premium shall be in addition to any overtime payment entitlement, but it shall not be included for the purpose of calculating overtime pay.

9.08 For the purpose of calculating overtime and callback payments or lieu time, such calculations shall be taken to the nearest half hour, that is:

Time Worked	Time Credited
0 - 14	Nil
15 - 44	30 minutes
45 - 1 hour 14 min	1 hour etc.

9.09 No deduction will be made from pay and no overtime payment will be made for the short tour worked or the additional hour worked as a result of the changeover to Daylight Savings from Standard Time, and vice versa.

ARTICLE 10 - CLOTHING REIMBURSEMENT AND CLEANING ALLOWANCE

- 10.01 (a) On the submission of appropriate receipts for clothing required for the performance of their duty, each member who is required to perform police duties in plainclothes shall be reimbursed for such expenditure not to exceed \$1,500.00 per annum if they perform such duties for a full calendar year. If they perform such duties for less than a calendar year but for 30 days (or 240 hours if that occurs first) or more in that year, they shall receive a proportionate part of the aforesaid reimbursement in the same ratio that their time so spent bears to the calendar year.
- (b) A member who purchases plainclothes for an amount greater than that which they can claim in a calendar year, may carry over the balance and claim it in either of the next two succeeding calendar years provided the total amount in the succeeding calendar year does not exceed the annual maximum allowed for that year.
- 10.02 The clothing expense reimbursement to be paid to a member as provided in Article 10.01 above shall be paid in one installment by March 31 of each year covering the period of January to December of the previous year.
- 10.03 Each member who is not in receipt of a clothing expense reimbursement shall be issued two pairs of either boots or shoes which shall be replaced by the Board when necessary. The issuance of either boots or shoes shall be in accordance with the determination of the member's superior officer as to what is adequate or required by the particular duty of the member.
- 10.04 Each member required to perform police duties shall be provided with one payment every six months of one hundred and fifty dollars (\$150.00). These payments shall be made on the pay period including January 31 and July 31 of each year and will be prorated for employees who were not actively at work for in excess of one month in any six month period.

ARTICLE 11 - TRANSPORTATION ALLOWANCES

- 11.01 A member who is requested to use their car in the performance of police duty and who agrees to do so, shall be paid an allowance of \$0.45 per kilometre, increased to \$0.66 per kilometre effective June 1, 2025, for all mileage travelled in the performance of such duties.
- 11.02 Any damage to a member's car resulting from its use in the performance of duty as provided in Article 11.01 shall be repaired in the garage of the Service at no cost to the member.

- 11.03 No member shall be allowed to use their car pursuant to Article 11.01 unless and until they provide satisfactory evidence of public liability and property damage insurance.
- 11.04 Each member who attends a course at the Ontario Police College in Aylmer shall be granted a transportation allowance in the amount of \$40.00 for each week of attendance at such College.
- 11.05 (a) Members travelling to and/or from the Ontario Police College in Aylmer during off-duty hours will receive a four hour lieu time credit for each course.
- (b) Members travelling to and/or from the Canadian Police College in Ottawa during off-duty hours will receive an eight hour lieu credit for each course.
- (c) This credit will not apply to attendance in respect of the Probationary Constables Course or its equivalent, nor to a member seconded to the College.

ARTICLE 12 - LEGAL INDEMNIFICATION

- 12.01 (a) Subject to the other provisions of this Article, a member charged with but not found guilty of a criminal or statutory offence, because of acts done in the attempted performance in good faith of their duties as a police officer, shall be indemnified for the necessary and reasonable legal costs incurred by the member during the investigation of the incident that resulted in those charges being laid and for the necessary and reasonable legal costs incurred by the member in the defence of such charges.
- (b) Subject to the other provisions of this Article, a member who is not charged with a criminal or statutory offence but who has been the subject of a criminal investigation because of acts done in the attempted performance in good faith of their duties as a police officer shall be indemnified for the necessary and reasonable legal costs incurred by the member during that investigation unless, arising from or as a result of such investigation, the member becomes the subject of a hearing under the *Community Safety and Policing Act, 2019*, and their conduct is found to constitute misconduct or unsatisfactory work performance, in which event the member shall not be eligible for indemnification hereunder.
- (c) Paragraph (b) hereof also applies to officers who, although not the subject of a criminal investigation, have incurred legal costs for any interview during the course of an investigation by SIU. It is understood that the legal costs of one counsel for each officer identified as a Subject Official will be indemnified. For Witness Officials, the legal costs of one counsel shall be indemnified. Furthermore, if there are:

- (i) more than eight Witness Officials, or
- (ii) interviews are being conducted concurrently at multiple locations

the legal costs of up to two additional counsel shall be indemnified.

12.02 Notwithstanding paragraphs 12.01 (a), (b) and (c), the Board may refuse payment otherwise authorized under paragraphs 12.01 (a), (b) or (c) where the actions of the member from which the charges or investigation arose amounted to a gross dereliction of duty or deliberate abuse of their powers as a police officer.

12.03 Where a member is a defendant in a civil action for damages or a respondent in a complaint made to the HRTO, because of acts done in the attempted performance in good faith of their duties as a police officer, they shall be indemnified for the necessary and reasonable legal costs incurred in the defence of such an action in the following circumstances only:

- (a) Where neither the Chief of Police nor the Board is joined in the action as a party pursuant to s. 47 of the *Community Safety and Policing Act, 2019*, and neither the Chief of Police or the Board defends the action on behalf of themselves and of the member as joint tortfeasors at the Board's sole expense.
- (b) Where the Chief of Police and/or the Board are joined as a party or elect(s) to defend the action, but the solicitor retained on behalf of the Chief of Police and/or the Board and the member is of the view that it would be improper for them to act for both the Chief of Police and/or the Board and the member in that action.
- (c) Where the Board's or the City of Toronto's insurer denies legal representation based upon any exclusion(s) in the applicable insurance contracts.

12.04 A member whose conduct is called into question in the course of an inquiry under the *Coroners Act* because of acts done in the attempted performance in good faith of their duties as a police officer shall be indemnified for the necessary and reasonable legal costs incurred in representing their interests in any such inquest or hearing in the following circumstances only:

- (a) Where the Chief of Police and/or the Board does not provide counsel to represent the member at the inquest or hearing at the Board's expense; or
- (b) Where the counsel provided by the Chief of Police or the Board to represent either or both of them along with the member is of the opinion that it would be improper for them to act for both the Chief of Police or the Board and the member in that action.

- 12.05 (a) Where a complaint made by a member of the public against a member results because of the member's conduct as a police officer in the member's exoneration, but has then been referred to the Law Enforcement Complaints Agency ("LECA") under Part VIII of the *Community Safety and Policing Act, 2019* ("CSPA") for review, the member shall be indemnified for their necessary and reasonable legal costs incurred in respect of the review by LECA or designates, the TPS, and/or such other service other than the Toronto Police Service to which LECA may assign the review or investigation of the complaint (the "review") and, if the matter does proceed to a hearing, incurred in respect of the review and the hearing provided the complaint is in respect of acts done in the attempted performance in good faith of the member's duties as a police officer and, in the case of a review and hearing, provided the officer is not found guilty of misconduct or unsatisfactory work performance.
- (b) Where a complaint is made against a member by the public as defined at part X of the *CSPA* and LECA, its designates or the TPS retains the complaint for investigation or refers the complaint to a service other than the TPS for investigation, the member shall be indemnified for their necessary and reasonable legal costs incurred in respect of any hearing provided the complaint is in respect of acts done in the attempted performance in good faith of the member's duties as a police officer and provided the officer is not found guilty of misconduct or unsatisfactory work performance.
- (c) A member who is the subject of a review, or of a review and a hearing under Article 12.05 (a) or (b), in relation to acts done in their capacity as a private citizen shall be entitled to indemnification, in the case of a review, where the matter does not proceed to a hearing and, in the case of a review and a hearing, where they are not found guilty of misconduct or unsatisfactory work performance.
- (d) A member's necessary and reasonable legal costs incurred in respect of a hearing under Article 12.05 (a), (b), or (c) above, include legal costs incurred in respect of all related appeals provided the member is ultimately not found guilty of misconduct or unsatisfactory work performance.
- (e) All indemnifications listed under Article 12.05 shall also apply to matters arising out of OCCPS/OCPC/IPRD investigations and hearings.
- 12.06 (a) Where a member intends to apply to the Board for indemnification hereunder, the member shall, within 30 days of being charged or receiving notice of other legal proceedings covered herein, or receiving notice that they will not be represented by counsel retained by the Chief of Police and/or the Board, apply in writing to the Chief of Police or to the officer designated by the Chief of Police to deal with such applications for approval to retain counsel and approval of the counsel to be so retained. In the event of any dispute concerning the counsel to be retained, the matter shall be resolved by an

officer designated by the Chief and a member of the Association Executive designated for that purpose.

- (b) When a member advises their Unit Commander, in accordance with the Regulations of the Service, that they have been charged, or have received notice of other proceedings, the Unit Commander will advise the member in writing of the requirement to apply for indemnification within 30 days.

12.07 Where the Chief of Police, pursuant to Board policy, elects to provide legal counsel to defend a member in any legal proceeding covered by this provision, the cost of such counsel is the Board's responsibility irrespective of the outcome of the proceedings and neither the member nor the Board may rely upon the other provisions of this policy.

12.08 The Board shall provide legal counsel to represent the member in respect of any attempt during a legal proceeding, where the member is a witness because of actions of the member in the attempted performance in good faith of the member's duties with the Toronto Police Service, to obtain access to the personnel or other records of the member maintained on a confidential and restricted basis by the Toronto Police Service provided that adequate notice of the attempted access is given by the member in accordance with Service procedures and provided that the person designated by the Chief to appoint or designate such legal counsel is satisfied that, unless legal representation is provided, access to such personnel record may be ordered by the Court or other tribunal.

12.09 For greater certainty, members shall not be indemnified for legal costs arising from:

- (a) grievances or complaints under the Collective Agreement between the Board and the Association or under the *Community Safety and Policing Act, 2019*;
- (b) the actions or omissions of members acting in their capacity as private citizens;
- (c) subject to Article 12.05, discipline charges under the *Community Safety and Policing Act, 2019* and regulations thereunder.

12.10 For the purpose of Article 12.01 (a), a member:

- (a) shall be deemed to have been "not found guilty" where they are finally acquitted, where the charges are withdrawn or where they are discharged following a preliminary inquiry; and
- (b) shall be deemed to have been "found guilty" where the member is given an absolute or conditional discharge or where, if as a result of charges laid, they are subsequently found guilty of, or plead guilty to, other charges arising out of the same incident or incidents.

- 12.11 For the purpose of this provision, "necessary and reasonable legal costs" shall be based on the account rendered by the solicitor performing the work, subject initially to the approval of the City of Toronto Solicitor and, if there is a dispute between the solicitor doing the work and the City of Toronto Solicitor, the matter will be resolved by the referral of the issues to an independent lawyer agreed upon by the Parties ("the "Assessor"). If the Parties are unable to agree on an Assessor, they will request Mr. William Kaplan to appoint one.
- 12.12 For the purposes of this Article, a reference to any Act shall be deemed to include any Act that in the future is enacted in place of the Act referred to in this Article.
- 12.13 For the purposes of this Article:
- (a) the necessary and reasonable legal costs incurred by a member for which provision of legal indemnification is made shall be deemed to have been incurred by the member themselves notwithstanding that the member may have received financial assistance in respect thereof from the Association;
 - (b) a member shall include a former member where the charges arose out of a situation that occurred while the former member was still an active member of the Service; and
 - (c) the hourly rates matrix, as set out in Schedule B, shall be applied in the administration of legal indemnification.

ARTICLE 13 - VACATIONS

- 13.01 (a) A member shall be eligible for vacation on the following basis:
- (i) following the completion of 1 year of service - 3 weeks' vacation;
 - (ii) following the completion of 9 years of service - 4 weeks' vacation;
 - (iii) following the completion of 15 years of service - 5 weeks' vacation;
 - (iv) following the completion of 21 years of service - 6 weeks' vacation;
 - (v) following the completion of 27 years of service - 7 weeks' vacation.
- (b) A member who is eligible for three weeks' vacation entitlement under Article 13.01 (a)(i) shall thereafter as of January 1 of each year be entitled to receive vacation for which they will be eligible during the year provided that in any year such member ceases employment with the Service prior to their anniversary date (other than by retirement on pension for those hired on or before December 31, 2015) their vacation pay will be readjusted on the basis

of the amount of time employed in the twelve months prior to such anniversary date in accordance with Article 13.04.

- 13.02 For the purpose of determining entitlement in Article 13.01, absence without pay in excess of 40 work days in a calendar year shall reduce the vacation entitlement. The entitlement will be the result of a fraction of the days paid over the normal work days in a calendar year times the vacation entitlement provided in Article 13.01 rounded to the nearest full day.
- 13.03 The vacation pay provisions of this Article shall be no less than the vacation pay provisions of the Ontario *Employment Standards Act, 2000*. For the purpose of this Article, the vacation payment provisions of the Ontario *Employment Standards Act, 2000* shall be calculated on a calendar year basis.
- 13.04 (a) Where a member leaves the Service after their anniversary date in that calendar year and prior to receiving their vacation entitlement, such member shall be given vacation pay on account of such service in accordance with Article 13.01.
- (b) Where a member leaves the Service prior to their anniversary date, such member shall be entitled to receive vacation pay for the period of service between their previous anniversary date and the date employment ceases on the following basis:
- (i) If less than one year's service on date of leaving, one day's pay for each completed 36 calendar day period of service.
 - (ii) If entitled to three weeks' vacation on the previous anniversary date, one day's pay for each completed 24 calendar day period of service.
 - (iii) If entitled to four weeks' vacation on the previous anniversary date, one day's pay for each completed 18 calendar day period of service.
 - (iv) If entitled to five weeks' vacation on the previous anniversary date, one day's pay for each completed 14 calendar day period of service.
 - (v) If entitled to six weeks' vacation on the previous anniversary date, one day's pay for each completed 12 calendar day period of service.
 - (vi) If entitled to seven weeks' vacation on the previous anniversary date, one day's pay for each completed 10 calendar day period of service.
- (c) If a member dies prior to their anniversary date, such member shall have paid to their estate an amount equivalent to the appropriate pro rata entitlement under (i), (ii), (iii), (iv), (v), (vi) or (vii).

- (d) Any amount of vacation overpayment shall be deducted from any monies owing to the member or their estate.

Article 13.04 (e) and (f) do not apply to members hired on or after January 1, 2016.

- (e) A member who retires on pension shall, in the calendar year in which they retire, be entitled to the vacation benefits set out below in lieu of the provisions of Articles 13.04 (a) and (b) above:
 - (i) the vacation benefit to which their years of service entitle them according to the schedule set out in Article 13.01 (a), and for that purpose their years of service shall be calculated to their anniversary date in the year of their retirement regardless of whether they retire before or after the anniversary date;
 - (ii) in addition to the vacation benefit specified in Article (i) above, a vacation accrual based on the pro rata formula set out in Article 13.04 (b), provided, however, that such accrual shall be calculated from January 1 of their retirement year to the date of their retirement.

The benefits provided in (i) and (ii) above shall be granted as pay or time off at the discretion of the Chief of Police.

- (f) A member who leaves the Service and who commenced employment with the Service as a Uniform member during the period June 7, 1976 to December 31, 1978 inclusive shall be entitled to the greater of the vacation termination benefits set out above or:
 - (i) the vacation benefit to which their years of service entitle them according to the schedule set out in Article 13.01 (a), and for that purpose their years of service shall be calculated to their anniversary date in the year of their retirement regardless of whether they leave before or after the anniversary date. However, when a member terminates before their anniversary date, such calculation shall not apply for the purpose of entitling the member to an additional week of vacation for the year of their retirement;
 - (ii) in addition to the vacation benefits specified in Article (i) above, a vacation accrual based on the pro rata formula set out in Article 13.04 (b), provided, however, that such accrual shall be calculated from January 1 of the year in which they are terminating to the date of their termination.
- 13.05 (a) A member shall be permitted to divide their vacation entitlement into one week periods provided each such period shall be considered a vacation draw.

- (b) A member who is assigned to a function where the opportunity to accumulate lieu time is restricted and who is eligible for three or more weeks of vacation may elect to assign two weeks of vacation eligibility to lieu time, which time shall be utilized in accordance with the lieu time Articles of the Collective Agreement.

13.06 Vacations shall be taken by members in each rank in order of seniority based on the total length of service.

13.07 (a) A member who is hospitalized or confined to their residence as a result of an illness, injury, or other physical or mental disability (other than one occasioned by or as a result of their duty, as provided under Article 17 hereof), at the time of commencement of their scheduled vacation shall have their vacation re-scheduled, provided the vacation as re-scheduled is taken before March 31 of the next calendar year.

- (b) If a member does not return from their sick leave prior to the said period, the sick leave will be interrupted in order that the vacation may be completed before the aforesaid March 31.

ARTICLE 14 - STATUTORY HOLIDAYS

14.01 (a) Every member shall be entitled to the following statutory holidays:

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

- (b) In addition to the holidays provided in (a) above, every member who has completed six months' service on June 1 of any year shall, on that date, have credited to their lieu time bank one day's credit at straight time (i.e. eight hours) and every member who has completed six months' service on October 1 of any year shall, on that date, have credited to their lieu bank one day's credit at straight time similarly calculated, such time in each case to be used in accordance with the lieu time provisions of the Collective Agreement.

- (c) A member, to qualify for payment of a holiday in (a) and (b) above, must be in receipt of some salary including sick pay under Article 15.06 in respect to the two clear calendar months immediately preceding such holiday.

14.02 When any of the above holidays fall on a Saturday or Sunday, the Friday preceding or the Monday succeeding such holiday shall be designated by the Board as the day

of observance of such holiday, and it is agreed that any premium payable for working on such designated holiday shall not apply to such Saturday or Sunday.

- 14.03 Each member who is not required to work on a day so designated as a holiday shall be entitled to and shall be paid by the Board their regular rate of pay for each designated holiday not so worked.
- 14.04 When a member is required to be on duty on a Statutory Holiday or on a day designated for the observance of a Statutory Holiday, they shall be entitled to receive a day's pay in lieu of the Statutory Holiday and in addition they shall be granted lieu time as provided in Article 9.03 or pay calculated at the rate of one and one-half times the member's rate of pay for all hours worked on such day.
- 14.05 A member who is entitled to overtime pay or time off in lieu thereof, as a result of working overtime in the same week they have been assigned to work on a Statutory Holiday, shall be entitled to receive both the payments or time off in lieu as provided in Article 14.04, and the payments or time off in lieu for overtime as provided in Article 9 of the Collective Agreement, whether the overtime has been caused by working on the Statutory Holiday or otherwise.
- 14.06 Subject to the requirements of the Service, when scheduling members for duty on a Statutory Holiday, preference shall be given to those members required to be on duty both the day before and the day after such holiday.

ARTICLE 15 - SICK LEAVE

- 15.01 Each member shall receive a gross credit of one and one-half days for each unbroken month of service with the Service, such credit to be cumulative. For the purpose of this Article, service shall not be broken by a member's absence from duty caused by illness, except as provided in Article 15.02, hereof or by injury or accident occurring while on duty or by holidays, vacations or days off or by leave of absence while on military service as provided in Article 18.07 or by disciplinary suspension provided the member has worked some portion of said month. Service shall also not be broken by a member's absence from duty due to pregnancy leave.
- 15.02 Where a member is absent on account of illness and their cumulative sick pay credit has been exhausted, they shall not receive sick pay credits for the month in which they were so absent.
- 15.03 Sick pay credits shall be cumulative as from the beginning of the first complete calendar month after the commencement of duties.
- 15.04 A member shall not be entitled to receive sick pay in advance of any credit they may earn in the current month; such credit becomes available only on or after the first day of the following month.

- 15.05 Every member, on the first of the month following completion of six months of service shall be eligible to receive sick pay, at full salary, for any time lost by reason of illness or injury to the full extent of sick pay credits available to them at the time of each absence, except where an award is made under the WSIB.
- 15.06 (a) The number of days for which a member receives sick pay shall be deducted from their cumulative sick pay credit, but no deduction shall be made on account of any day on which a member would normally be entitled to be off work. Absence on account of illness for less than a full day shall be deducted on a straight hourly basis to the nearest 15 minutes.
- (b) For any time lost by reason of having to care, because of an urgent situation where no reasonable alternative is available, for an ill or injured dependent a member may use a maximum of 30 hours per calendar year of sick pay credits (part days to be calculated as under Article 15.06 (a)) provided sick pay credits are available to them at the time. A member who makes use of this provision has an obligation to make other arrangements for the care of the dependent at the earliest reasonable opportunity. "Dependent" means a member of the member's immediate family who, by reason of age or infirmity, is dependent upon the member for daily care and supervision.
- 15.07 If any member resigns from the Service or is discharged for cause and later returns to the Service, they shall be considered a new member for the purposes of the cumulative sick pay credit plan.
- 15.08 Every member who is unable to report for duty by reason of sickness shall immediately cause their Station or Division office to be so notified.
- 15.09 (a) The Medical Advisor shall have medical charge of every member who, on account of illness, injury or other physical or mental disability, is unable to do their police duties, provided that any member who wishes to be attended by their family physician may do so at their own expense. The Medical Advisor or a physician or nurse appointed to assist them, shall have the right to visit the sick member at least once a day and the Medical Advisor or a physician appointed to assist them shall have the sole right to determine when the member shall resume duty.
- (b) If, after examining medical reports and/or reports of a registered psychologist, and making such investigations including consultation with the member's physician and/or registered psychologist as the Medical Advisor deems appropriate, the Medical Advisor disagrees with the member's physician or registered psychologist on the medical or psychological diagnosis or prognosis of the member, the member shall be referred to an independent medical consultant (as may be agreed by the Parties from time to time) whose opinion on the diagnosis or prognosis of the member's condition shall govern unless there is a material change in the member's condition following such

examination. Should the opinion of the consultant as to the diagnosis or prognosis of the member be materially different from that of the Medical Advisor, the Board shall pay the consultant's fee. Otherwise, the consultant's fee shall be paid by the member.

- (c) Apart from issues concerning diagnosis or prognosis to be resolved pursuant to Article 15.09 (b), the Medical Advisor shall determine a member's fitness to perform their duties provided such determination is not made in bad faith or in an arbitrary manner.
- (d) A referral to an independent medical consultant shall be made in the following manner:
 - (i) When the Medical Advisor disagrees with a member's physician or registered psychologist under Article 15.09 (b), they shall immediately notify the other members of the Medical Committee and a meeting of the Committee shall be convened as soon as is practicable.
 - (ii) At the meeting referred to in paragraph (i) above, the Committee shall discuss the member's situation, agree upon the independent medical consultant to whom the member is to be referred and draft a letter of referral to the independent medical consultant which shall be sent to them over the signatures of the Medical Advisor and a representative of the Association.
 - (iii) The letter of referral shall, *inter alia*, direct the independent medical consultant to send to both signatories of the letter of referral any report or correspondence concerning the member or concerning any matter arising out of the referral.
 - (iv) The Medical Committee shall consist of two representatives of the Association and two representatives of the Board.
- (e) The procedure under Article 15.09 (b) shall not apply to determination(s) under the *Community Safety and Policing Act, 2019*, or Regulations pursuant thereto.
- (f) Whenever the Board requires a member to furnish a medical report on its prescribed form, the Board will reimburse the member as follows:
 - (i) Medical information requested or required by the Board on its prescribed forms will be reimbursed up to \$60.00; and
 - (ii) Any further detailed medical report requested or required by the Board will be reimbursed up to \$200.00. Reimbursement will be provided to a member via payroll direct deposit (non-taxable, subject to Canada

Revenue Agency rules) and will be made within two pay periods of the employer receiving the report.

- (iii) For clarity, reimbursement for a medical practitioner's charge as outlined in this Article does not apply where medical information is obtained by the member or the Association seeking to dispute a decision made by the Board, Medical Advisor, or insurer, as applicable, or for the purposes of an internal review or appeal.

15.10 Where a member, who is not absent from work for sickness or otherwise, is ordered to attend Medical Advisory outside their scheduled duty hours, the member,

- (a) if their attendance immediately precedes or immediately follows their scheduled duty hours, shall be paid at time and one-half for the time of their attendance (including any necessary travel time outside their scheduled duty hours to and from their regular place of work); or
- (b) otherwise, shall be paid three hours at time and one-half their straight time hourly rate or time off in lieu thereof.

For the purpose of this Article, a member scheduled to work the day of attendance at the Medical Advisory is not absent from work for sickness or otherwise during such day.

15.11 A member absent from duty because of disability resulting from other employment not associated with duties as a member of the Service shall not receive benefits under Article 15 for such absence to the extent these are received from the WSIB or other insurance plans at such place of employment.

This clause shall not apply to persons with disabilities who are members of the Association's Board of Directors when the "other employment" is with the Association.

ARTICLE 16 – CENTRAL SICK LEAVE BANK

16.01 Eligibility

A member is eligible for benefits under the plan where:

- (a) the member is absent due to disability which would entitle the member to sick leave but their sick leave credits are exhausted. The member may submit, and the Board may rely on, the opinion of a registered psychologist provided that the Board may require medical evidence of disability. For the purpose of this Bank, "disability" is in addition more particularly defined to mean:

- (i) for the first 30 months of disability as the inability to perform the regular duties of a police officer and the inability to perform the essential duties of any available position with the Service with compensation equal to or greater than 66 2/3% of the current salary payable to the rank they held at the commencement of their disability; and
 - (ii) after the first 30 months as the inability to perform any gainful occupation or employment for which the member is reasonably suited by education, training or experience;
- (b) the member has been absent because of such disability for six continuous months or an aggregate of 1,044 working hours within a 9-month period (on the recommendation of the Board/Association Committee, the Board may waive part of the aforesaid waiting period where the member no longer has sick leave credits available because the member has attempted to return to duty during earlier periods of such disability); and
 - (c) at the commencement of the absence because of illness or injury the member had at least one year's service with the Service.

16.02 Benefits

The benefits to be provided under the Bank are as follows:

- (a) Payment to an eligible member under the Bank shall be made on a bi-weekly basis and shall be the greater of a 75% benefit based on the officer's salary at the time of disability or a 60% benefit based on the salary for the rank held by the officer at the time of disability as it is increased from time to time.
- (b) During a period of benefit payment from the Bank, the required premiums under Articles 19.02, 19.03, 19.04 and 19.06 shall be paid by the Board.

16.03 Reduction of Benefits

Payments will be reduced by benefits, if any, to which the member is entitled under any government plans or other plans to which the Board has contributed, in whole or in part, on their behalf except the Toronto Police Benefit Fund and OMERS (unless the member is in receipt of pension from the Fund or OMERS in which event the benefits hereunder would be reduced by the amount of such pension), provided, however, that in the case of WSIB there will be no reduction in respect of:

- (a) permanent partial awards relating to a prior disability or accident, or
- (b) allowances for expenses other than for lost time,

subject to the overriding condition that the payment under the Bank together with any other payment payable on account of disability of the member under any Board plan, any group insurance contract or any plan of any government shall not exceed either 75% of the rate at the time of disability or 60% of the current rate for the position, based on whichever level of CSLB the member is in receipt of.

The member, in order to receive benefits hereunder, must make timely and proper application for any disability or other benefits for which they may be eligible under any government or private plan, including the WSIB and the Canada Pension Plan benefits but excluding the Toronto Police Benefit Fund or OMERS, and until the amount of such disability benefits has been established, the Board reserves the right to make the reductions above described on the basis of an estimate of such disability benefits. The member shall be obliged to disclose to the Board all such payments, application for payment of any other benefit, changes in their status in respect of any other benefits and any other information reasonably required to determine their entitlement under this Bank.

Members in receipt of CSLB benefits shall apply for an OMERS waiver of contributions once it becomes available pursuant to OMERS rules, and a Life Insurance waiver of contributions once it becomes available pursuant to the carrier's rules. If any changes to the waiver rules, its effect or administration are made by OMERS, the Parties agree to meet to discuss the effect of those changes to this provision.

16.04 Benefit Duration

Such payments shall continue to be made by the Board during such disability so long as the member remains eligible for benefits provided that:

(a) No member shall be entitled to draw benefits under this Bank after they have attained the tenure or age that would entitle them to an OMERS pension without actuarial reduction or to an unreduced pension under the Metropolitan Toronto Police Benefit Fund.

(b) Rehabilitative Employment:

If a member engages in Rehabilitative Employment directly following any period of disability for which benefits have been paid from the Bank, the Board in respect of each pay period will pay the member at the then current hourly rate for the job performed for all hours worked on rehabilitative employment and shall continue to pay the member from the Bank at their CSB rate calculated under Article 16.02 (a) in respect of those hours the member does not work during the pay period. "Rehabilitative Employment" means any occupation, employment or undertaking for wages or profit, approved by the Board and undertaken by the member while unable because of sickness or

injury to engage in any occupation or work on a full time basis or unable to fully perform the essential duties of any available position on the Service.

- (c) Should the member recover and return to work, the monthly benefits will cease and regular salary will resume.
- (d) Should there be a recurrence of the same or causally related disability within six months of the member's return to work, their salary will cease and benefits will resume immediately.

16.05 The Association on behalf of its members agrees that the members' portion of the EI Rebate may be retained by the Board to offset the cost of providing disability benefits hereunder.

ARTICLE 17 - WORKPLACE SAFETY AND INSURANCE

17.01 When a member is absent by reason of an illness or injury occasioned by or as a result of their duty and where an award is made by the Workplace Safety and Insurance Board they shall, in addition to the WSIB Award(s), receive such further amount so as to provide that the total payment to the member shall approximate but not exceed the net pay such member might otherwise have received had they not been absent.

Note: Other WSIB Award(s) for disabilities not related to the current disability or absence will not be considered.

- 17.02 (a) A member absent on WSIB is deemed to be at work and so shall accrue vacation credits during their absence.
- (b) If the WSIB absence causes the member to miss vacation time scheduled during the balance of the year in which the injury/illness occurs, such vacation time may be retained for use no later than June 30th of the year following the year in which the member returns to work.
- (c) A member absent for a full calendar year will be deemed to have taken that year's vacation during that year.
- (d) In the year that the member returns to work, in addition to any vacation entitlement retained under Article 17.02 (b) above, the member shall be entitled to all vacation time accrued during the year preceding the year in which they return to work. Such vacation time must be used no later than June 30th of the year following the year in which the member returns to work.

17.03 Members in receipt of WSIB benefits shall apply for an OMERS waiver of contributions once it becomes available pursuant to OMERS rules, for all new claims

after April 25, 2025, and a Life Insurance waiver of contributions once it becomes available pursuant to the carrier's rules. If any changes to the waiver rules, its effect or administration are made by OMERS, the Parties agree to meet to discuss the effect of those changes to this provision.

- 17.04 Members shall, if hospitalized or confined to their residence prior to the actual date of a statutory holiday, accumulate such statutory holidays in equal lieu time as they might otherwise receive. For the purpose of this Article, a member shall be considered "confined to residence" notwithstanding that the member is required to attend an appointment with their physician or to attend an appointment for the purpose of rehabilitative therapy.
- 17.05 For the purpose of this Article, net pay shall be the pay for the rank of the member as shown in Schedule A, less those deductions required under Government Statutes, pension contributions, and other deductions under this Collective Agreement.
- 17.06 A member when on WSIB absence shall be deemed to be on the Day Shift tour of duty and on a Monday to Friday work week.
- 17.07 No member shall be entitled to draw benefits under Article 17.02 or 17.04 while such member is entitled to receive a Disability Pension from the Canada Pension Plan.
- 17.08 A member who, as a result of an injury on duty, is required to remain on duty beyond the end of their regular tour of duty for hospital treatment shall receive lieu time as provided in Article 9.03 of the Collective Agreement or pay calculated at the rate of one and one-half times the member's rate of pay while in hospital, but in no event shall such payment exceed three hours' pay or time off in lieu thereof at the time and one-half rate, nor shall such period of extra pay extend beyond midnight of the day on which the member is injured.
- 17.09 A member who is injured on duty in circumstances where no action for such injuries would lie against a third person and who is unable to work as a result of such injury, shall, while they are off work as aforesaid, be eligible to access sick pay pursuant to Article 15 until such time as a ruling has been made by the WSIB upon their claim and the member has exhausted all internal WSIB appeals (but not WSIAT appeals), provided that if and when the WSIB rules in favour of their claim, the sick pay credits so used shall be restored.
- 17.10 Where a member who is injured in circumstances in which they might be entitled to compensation under WSIB (assuming timely and proper application is made) elects instead to claim against a third party they shall, as a condition of receiving sick pay benefits, undertake in writing to reimburse the City of Toronto out of the proceeds of any settlement or judgment upon such claim, the amount of money equivalent to the value of such sick pay benefits and upon their return having made such reimbursement their accumulated sick pay credits shall be restored accordingly.

ARTICLE 18 - LEAVE OF ABSENCE

18.01 (a) A member, on application to their Unit Commander, shall be granted up to three days' leave of absence with full pay for the purpose of getting married. The three days' leave of absence will represent the day before, the day of and the day after the marriage ceremony. If such leave of absence includes their regular days off (which days off shall not be altered), these days will form part of the leave of absence.

(b) A member whose annual leave coincides with their marriage shall not be entitled to more than one day's paid leave under this provision.

18.02 (a) On request to the Unit Commander, leave of absence shall be granted to a member because of the death of their:

(i) father, mother, son, daughter, brother, sister, spouse, grandparent, grandchild, pregnancy loss.

For the purpose of this Article, pregnancy loss is between medical confirmation of pregnancy and eligibility for Pregnancy Leave and EI benefits.

Time so lost from the member's regular schedule, during the four calendar days immediately following such death, shall be compensated at the member's regular rate of pay up to a maximum of four days/shifts, regardless of the length of the scheduled shift.

(ii) father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law of the member.

Time so lost from the member's regular schedule, during the three calendar days immediately following such death, shall be compensated at the member's regular rate of pay up to a maximum of three days/shifts, regardless of the length of the scheduled shift.

(b) Days off are not to be altered to form part of the four or three days mentioned above.

(c) For the purpose of this Article, a member who is a step-parent, step-child or step-sibling of a deceased will be considered for such leave where it is established that there is a continuing close personal relationship.

(d) Where a member was not brought up by their natural or adoptive parents or step-parents but was brought up by one or two other adults, a member will be considered for leave under this Article in the event of death of such adult where it is established there is a continuing close relationship.

- (e) In this Article, the word “spouse” shall mean the person designated by the member, in accordance with the contract with the insurer, as their spouse for purposes of health care benefits. Similarly, for the purposes of this Article, in-law relationships are to be founded upon spousal relationships as defined in this paragraph.
 - (f) Where the member is attending the funeral but does not wish to commence their bereavement leave on the calendar day immediately following the death due to the exigencies of the Service, at the request of the member (with Unit Commander approval), the member may remain on duty and commence bereavement leave at a later date, provided that the bereavement leave is completed not more than 10 calendar days after the date of the death, and the member receives no greater bereavement leave entitlement than they would have been entitled to, had the leave commenced on the calendar day immediately following the day of death.
 - (g) A member may request the deferral of bereavement leave, based on personal circumstances, including but not limited to a delay in funeral, memorial, and/or burial arrangements and/or necessary travel arrangements. Such request will not be unreasonably denied.
- 18.03 (a) (i) Pregnancy Leave without pay shall be in accordance with Part XIV of the Ontario *Employment Standards Act, 2000*, except that a member commencing such leave who is in receipt of EI pregnancy benefits pursuant to s. 22 of the *Employment Insurance Act*, shall be paid a supplemental unemployment insurance benefit in an amount which with their EI pregnancy benefit brings their compensation to 80% of their regular weekly earnings. Such payment shall commence following completion of the employment insurance waiting period and shall continue while the member is absent on Pregnancy Leave and is in receipt of such EI benefit for a maximum period of 15 weeks. In respect of the remaining two weeks of Pregnancy Leave without pay for which EI benefits are not payable, the member shall be paid 80% of their regular weekly earnings at the beginning of the Pregnancy Leave for those two weeks.

For leaves commencing after April 25, 2025:

Members on pregnancy leave who are in receipt of EI pregnancy benefits shall be paid a supplemental employment insurance benefit in an amount which, with their EI pregnancy benefits, bring their compensation to 95% of their regular weekly earnings for the seventeen (17) week leave period, which includes the EI waiting period.

- (ii) Pregnancy Leave for any member who does not qualify under Part XIV of the said Act shall be at the discretion of the Chief of Police, as shall any requested extension thereof.
 - (iii) Seniority shall continue to accrue during the 17 weeks of Pregnancy Leave.
 - (iv) Except as specifically provided, Pregnancy Leave shall be at no cost to the Board.
 - (v) A member's anniversary date, for an increment or for vacation entitlement, shall not be affected as a result of any Pregnancy Leave.
 - (vi) A member may buy credited service in the OMERS Pension Plan for the period of a Pregnancy or Parental Leave if they make the normal employee contribution in respect of the period by the end of the year following the year in which the leave ended. Where a member makes the election and purchase in a timely fashion, the employer will make its normal share of contributions in respect of the period purchased as credited service.
- (b) Pregnancy Leave granted under Article 18.03 (a)(i) above shall not result in any reduction in annual leave entitlement.
- (c) (i) Parental Leave without pay shall be in accordance with Part XIV of the Ontario *Employment Standards Act, 2000*, except that, effective January 1, 2007, a member commencing such leave who is in receipt of EI parental benefits pursuant to the *Employment Insurance Act* shall be paid a supplemental unemployment insurance benefit in an amount which with their EI parental benefit brings their compensation to 75% of their regular weekly earnings. Such payment shall commence following completion of the employment insurance waiting period, if any, and shall continue for a maximum period of 15 weeks while the member is absent on Parental Leave and is in receipt of EI benefits.
- (ii) A member's anniversary date, for an increment or for vacation entitlement, shall not be affected as a result of any Parental Leave granted pursuant to this paragraph, nor shall such a Parental Leave result in any reduction in annual leave entitlement.
 - (iii) Seniority shall continue to accrue during a Parental Leave granted pursuant to this paragraph. However, the period of Parental Leave does not count towards reclassification.
 - (iv) Except as specifically provided, Parental Leave shall be at no cost to the Board.

- (d) For purposes of this Article, "regular weekly earnings" shall be determined by multiplying a member's regular hourly rate on the last day worked prior to the commencement of the leave times their normal weekly hours. For the purposes of the Pregnancy and Parental Leave top-ups, regular weekly earnings shall be based on the member's permanent rank or position but will be based on acting rank or position provided the member has been in the acting rank or position for a period of one year or more.
- 18.04 (a) Elected members of the Board of Directors of the Association shall, on at least two weeks' written notice, be granted leave of absence from their duties for their term of office. During the tenure of their leaves of absence, such members shall be paid by the Association and shall not be paid by the Board. The Association shall be responsible for all source deductions and remittances in respect of such members except as set out herein. The Board shall continue to provide welfare and group insurance benefits in respect of such members as though they had not been granted the leave of absence. The Association shall remit required pension contributions (member and employer) on a monthly basis to the Board which shall promptly remit same to the applicable pension plans, provided, however, that the Board shall be fully indemnified by the Association in respect of any loss or expense incurred by the Board as a result of the Association's calculation of the required pension contributions or the Association's failure to remit the correct amounts in a timely fashion to the Board. The Association will reimburse the Board the full cost of non-pension benefits provided by the Board during such leave of absence for such members. No more than nine members of the service may be on leave of absence at any one time.
- (b) The Association agrees to release the Board and the Chief of Police from any and all liability with respect to any acts performed by, or omissions of, a member in the performance of their duties on behalf of the Association during such leave of absence.
- (c) Upon their return, the time spent on a leave of absence as an elected member of the Association Board of Directors shall be included for the purposes of calculating seniority and service-based benefits and entitlements under the Collective Agreement.
- 18.05 Subject to the requirements of the Service which cannot be foreseen or planned in advance, the Board shall allow the Directors and/or Stewards of the Association sufficient time off duty without pay to attend local, Provincial, National and International Police Association meetings or other authorized Association business. Such time off shall only be granted with the permission of the Chief of Police upon written request by the President of the Association.
- 18.06 (a) Subject to the requirements of the Service, a member shall be allowed a leave of absence without pay for a period not to exceed 30 working days for

compassionate reasons acceptable to the Director of People & Culture. If, while on such leave of absence, the member engages in or applies for other employment without the consent of the Chief of Police, or if a member on such leave fails to report for work without lawful reason at the beginning of their regular tour of duty after the termination of such leave, such member shall be considered as having quit without notice and shall be terminated from employment.

- (b) Members shall be entitled to Family Medical Leave in accordance with s. 49.1 of the Ontario *Employment Standards Act, 2000*.
- 18.07 (a) Subject to the requirements of the Service, a member shall be allowed a leave of absence for a period not to exceed two calendar weeks for military training with the Canadian Armed Forces Reserve. The leave of absence shall be without pay but the member may elect to use accumulated lieu time for all or a part of the duration of the leave of absence.
- (b) When, at the time of making their vacation selection, a member is aware of the dates of their military training, they shall submit a written request for such leave to their Unit Commander when making their vacation selection. In all other cases, a member shall submit a written request for such leave to their Unit Commander no later than four months prior to the commencement of the military training.
 - (d) All written requests for military leave shall indicate whether or not the member wishes to use accumulated lieu time for all or a part of the leave of absence and shall be accompanied by written substantiation of the military training exercise from the appropriate Armed Forces personnel.
- 18.08 Subject to the requirements of the Service, a Unit Commander shall permit a member holding the position of Steward in the Association lieu time off on a tour of duty to attend an Association meeting.

ARTICLE 19 - BENEFITS AND LIFE INSURANCE

- 19.01 Every member shall be entitled to the benefits of this Article from the date of hire until the end of the month in which employment terminates in the case of OHIP and Supplementary Hospital coverage, and until midnight on the day on which a member's employment terminates in all other cases.
- 19.02 The Board shall pay 100% of the Single Premium or the Family Premium, as the case may be, for any such member who is eligible for and entitled to receive insured services under the Ontario Health Insurance Plan, established pursuant to the *Health Services Insurance Act* and with respect to whom the Board is required to remit a premium pursuant to the provisions of such Act.

- 19.03 The Board shall continue to contract with an insurance carrier for the purpose of supplementing the insured services referred to in Article 19.02 by providing accommodation at the semi-private ward level for any member including a member on WSIB benefits to whom such Article is applicable and the Board shall pay 100% of the Single Premium or the Family Premium, as the case may be, for such plan.
- 19.04 The Board shall continue to contract with an insurance carrier to provide a comprehensive medical insurance plan with a \$10.00/\$20.00 deductible provision and the Board shall pay 100% of the Single Premium or the Family Premium, as the case may be, for such plan.
- 19.05 (a) The Board shall provide every member, by contract with an insurer licensed under the Ontario *Insurance Act* and selected by the Board, with group life insurance in an amount equal to two times the annual salary of each member, for the member's rank in effect at the time of death, such amount of insurance to be rounded to the nearest \$1,000.00.
- (b) The Board shall provide every member with the normal provisions relating to coverage for accidental death and dismemberment.
- (c) The Board shall pay 100% of the premium for such group life insurance and accidental death and dismemberment coverage.
- 19.06 (a) The Board shall continue to contract with an insurance carrier to provide a dental plan providing for the payment of benefits and procedures as negotiated by the Parties. The plan shall provide for the dental procedures to be paid in accordance with the Ontario Fee Guide for Dental Practitioners in effect at the time the service is rendered.
- (b) The Board shall pay 100% of the Single Premium or the Family Premium, as the case may be, for such plan.
- (c) The plan shall be mandatory for every eligible member.
- 19.07 The insurance policies for coverage provided in Articles 19.03, 19.04 and 19.06 will provide for "over-age" dependent insurance.

An "over-age" dependent is defined as an unmarried child of a member, over the age of 21, who is a full-time student attending an educational institution or on vacation therefrom and who is dependent for support on such member, excluding always:

- (a) any person who is otherwise covered for benefits under the Policies; and

- (b) any person whose evidence of insurability furnished in accordance with the provisions of the Policy is not accepted as satisfactory to the Insurance Company.

An over-age dependent shall become eligible to be insured on the attainment of 21 years of age, or on the date of enrolment as a student at an educational institution, if such dependent be over 21 years of age on that date. If application is not made for Over-Age Dependent Insurance within 31 days of the date of becoming eligible, evidence of insurability satisfactory to the Insurance Company will be required.

- 19.08 The Board may, at any time, substitute another carrier for any benefits in Article 19 (other than OHIP) provided that the benefits afforded thereby are not decreased. Such substitution will not occur on less than 60 days' notice to the Association.
- 19.09 The Board shall pay the premium and be responsible for maintenance of insurance coverages in accordance with the provisions of the Ontario *Employment Standards Act, 2000* for members on Pregnancy or Parental Leave provided the member has completed their probation period.
- 19.10 The Employer will make available an electronic copy of the revised Benefit Plan Document(s) to all members, and any formal documents setting out the general terms and conditions applicable to members of the Association will be provided to the Association.

ARTICLE 20 - SICK PAY GRATUITY

This Article does not apply to members hired or re-hired on or after May 1, 2015.

- 20.01 In this Article, the words "termination of employment" shall mean separation from employment with the Service by retirement on pension, or by resignation, but shall not include dismissal.
- 20.02 Upon termination of employment with the Service:
- (a) there shall be paid to every member who has been in the employment of the Board for an aggregate period of at least 10 years; and
 - (b) there shall be paid to the estate of a member who dies while in the employment of the Board, having completed at least 10 years of service,

the whole or part of such amount as is equal to one-half the cumulative sick pay credits of the member, but in no case shall such amount exceed the aggregate amount of the member's salary or other remuneration for the period corresponding to the service requirement set forth below:

SERVICE REQUIREMENT	PERIOD
At least 10 years and less than 15 years	3 calendar months (522 hrs.' pay)
At least 15 years and less than 20 years	4 calendar months (696 hrs.' pay)
At least 20 years and less than 25 years	5 calendar months (870 hrs.' pay)
At least 25 years and less than 30 years	6 calendar months (1044 hrs.' pay)
At least 30 years and less than 32.5 years	7 calendar months (1218 hrs.' pay)
At least 32.5 years and less than 35 years	8 calendar months (1392 hrs.' pay)
At least 35 years	9 calendar months (1566 hrs.' pay)

For members hired or re-hired on or after January 1, 2012, Articles 20.01 and 20.02 shall be amended to read as follows:

20.01 In this Article, the words "termination of employment" shall mean separation from employment with the Service by retirement on pension, or by resignation after the completion of 25 years' service, but shall not include dismissal.

20.02 Upon termination of employment with the Service:

- (a) there shall be paid to every member who has been in the employment of the Board for an aggregate period of at least 10 years; and
- (b) there shall be paid to the estate of a member who dies while in the employment of the Board, having completed at least 10 years of service,

the whole or part of such amount as is equal to one-half the cumulative sick pay credits of the member, but in no case shall such amount exceed the aggregate amount of the member's salary or other remuneration for the period corresponding to the service requirement set forth below:

SERVICE REQUIREMENT	PERIOD
At least 10 years and less than 15 years	3 calendar months (522 hrs.' pay)
At least 15 years and less than 20 years	4 calendar months (696 hrs.' pay)
At least 20 years and less than 25 years	5 calendar months (870 hrs.' pay)
At least 25 years	6 calendar months (1044 hrs.' pay)

20.03 For the purpose of meeting the service requirements set out in the above schedule, the following shall be included:

- (a) All time worked with the Service from the most recent date of hire and with the former Metropolitan Toronto Police Force prior to entering the service of the Service;

- (b) All time lost on account of absence for reason of illness where the member was paid for such absence or was considered as being on sick leave without pay;
- (c) All time lost on account of absence by reason of Pregnancy Leave without pay for a period or periods not exceeding six months.

20.04 In the event of the death of a member, the amount payable under this section shall be paid to the member's estate.

20.05 In no case shall an award made by the WSIB be deducted from any authorized grant to a member or their dependents.

ARTICLE 21 – PENSIONS AND RETIREMENT BENEFITS

21.01 (a) Each member who joined the Service prior to July 1, 1968, shall be entitled, on their retirement, or their dependents on their death, to the benefits as set forth in the By-law of the City of Toronto consisting of By-law 181-81 of the former Municipality of Metropolitan Toronto, as amended, being a By-law to provide pensions and death benefits to members of the Toronto Police Service.

- (b) The benefits provided under By-law 181-81 as amended to the date of this Agreement, form part of this Agreement and are to continue to apply to and be in force and effect with respect to the Members covered by the said by-law during the term of this Agreement, and if such By-law is amended or repealed, without the consent of the Association, during the term of this Agreement so as to alter, reduce or discontinue the benefits provided thereunder, the Board is to continue such benefits and pay such benefits as if such amending or repealing By-law had not been enacted.

21.02 Each member who joined the Service on or after July 1, 1968, shall be entitled, on their retirement, or their dependents on their death, to the basic benefits for normal retirement at age 60 set forth in the Ontario Municipal Employees Retirement System plus the following additional benefits:

- (a) An earned pension without actuarial reduction upon completion of 30 years of service as a Police Officer; or
- (b) An earned pension without actuarial reduction if they are declared by the Board to be unable to perform the duties of their employment due to mental or physical incapacity within 10 years of normal retirement age;
- (c) The regular contribution for the provision (a) and (b) above is to be met equally by the member and the Board.

21.03 The Board and the Association will determine the rules and regulations surrounding the payment of survivor income benefits by the Board to dependents of member's killed on duty, but the overall objective is to provide a supplement to existing governmental payments (CPP, WSIB) and pension plan payments (OMERS, Toronto Police Benefit Fund, Toronto Pension Plan) due to such dependents on the member's death, so that the disposable after tax income of the surviving dependents will be approximately 100% of the disposable after tax income of the deceased member, based on the salary for the deceased member at the time the payments are made. The Board and the Association will have the right to adjust the amount depending on the circumstances of the individual case from time to time.

21.04 Medi-Pak

- (a) Effective January 1, 2000, the benefit coverage under this Article shall only be furnished provided:
- (i) such benefit coverage is not provided at the retired member's or their spouse's place of employment. Upon termination of a period of ineligibility resulting from the fact that some or all of the coverage has been provided at the retired member's or their spouse's place of employment, the retired member may apply or re-apply for all or the remainder of the benefits under Article 21.04, to which they are entitled;
 - (ii) benefit coverage shall apply to the member's spouse, to the member's child(ren) under the age of 21 and to the member's disabled dependent child(ren) (as defined in the applicable insurance contract) and provided that the member or spouse remains covered under the terms of this Article and provided such benefits are not available to the disabled dependent child(ren) from another source without cost to the member;
 - (iii) benefit coverage shall cease when the member attains age 65. If the retired member dies or receives such benefits (i.e. has coverage hereunder) until age 65 and dies thereafter, their surviving spouse, surviving child(ren) under the age of 21 and surviving disabled dependent child(ren), will be eligible for such coverage until the earlier of such surviving spouse attaining age 65 or the coverage to the member and surviving spouse has continued for a total of 120 months;
 - (iv) the retired member (or spouse) resides in Canada but, if resident outside Ontario, the member or dependent shall be entitled to the insured benefits only to the extent that equivalent benefits are not available to the member or dependent under the provincial/territorial Medicare plan in the province/territory in which the member or their

dependent resides. This requirement shall be waived with respect to the \$5,000.00 paid up life insurance policy; and

- (v) 90 days prior to the commencement of the coverage the member must make written application to the Board for this coverage.
- (b) A member retiring on an unreduced pension (including a disability pension in which case there is no minimum age and/or service restriction) shall be provided with the following benefits:
 - (i) the Board will pay 100% of the cost of premiums for semi-private hospital insurance (Article 19.03), comprehensive medical insurance (Article 19.04), and dental insurance (Article 19.06); and
 - (ii) the Board will provide the member (but not their spouse or other dependent) with a \$5,000.00 paid up life insurance policy (any existing life insurance provided by the Board and continued after retirement shall be reduced by such \$5,000.00).
- (c) Retired members or their surviving spouses who are otherwise entitled to Medi-Pak under Article 21.04 (a) and who reside outside Ontario but elsewhere in Canada shall be reimbursed by the Board for the premium cost, if any, paid by them to obtain provincial/territorial Medicare coverage but the amount of such reimbursement shall not exceed \$60.00 per month for family coverage.

Note: A member who retires on or after January 1, 2028, will have Medi-Pak benefits coverage continue until age 75.

21.05 Health Care Spending Account

- (a) The Board shall provide members retiring on an unreduced pension with a non-cumulative health care spending account of \$3,000.00 per year provided that the Canada Revenue Agency's definitions regarding eligible expenses are met. The non-cumulative health care spending account shall run for 10 years, commencing on the date upon which a member reaches age 65. Members who have a minimum of 25 years of service with the Board and who opt for a commuted value transfer instead of an early retirement pension will also qualify for coverage.
- (b) The health care spending account shall be per member regardless of single or family status. If the member dies, then the member's surviving spouse shall be able to access the health care spending account until the member would have reached age 75. Coverage will include the eligible expenses of a member's dependent children.

Note: A member who retires on or after January 1, 2028, will not be eligible for the retiree Health Care Spending Account.

ARTICLE 22 - SEPARATIONS, LAY-OFF AND TRANSFER

22.01 For payroll purposes, a member separating from the Service at any point during the day will be deemed to have separated at midnight that day.

22.02 In the event of a reduction in the Service, the Board will determine the number of members to be laid off or reduced in rank and will select the individual members to be laid off or reduced in rank in the following order:

(a) If reduction in the rank of constable occurs:

subject to the special needs of the Service which will require the retention of officers who have special skills or qualifications or who are engaged on special assignment which it is not in the interest of the Service to disrupt, those constables with the least seniority will be the first to be laid off.

(b) If reduction in the rank of sergeant occurs:

subject to the special needs of the Service which will require the retention of officers who have special skills or qualifications or who are engaged on special assignment which it is not in the interest of the Service to disrupt, those sergeants with the least seniority in rank will be the first to be reduced to the rank of constable.

(c) If reduction in the rank of staff sergeant occurs:

subject to the special needs of the Service which will require the retention of officers who have special skills or qualifications or who are engaged on special assignment which it is not in the interest of the Service to disrupt, those staff sergeants with the least seniority in the rank will be the first to be reduced to the rank of sergeant.

(d) Constables will be recalled in reverse order subject to having the qualifications to do the tasks required.

(e) When vacancies occur in the rank of sergeant and staff sergeant, members previously demoted in accordance with the provisions of (b) and (c) respectively shall be returned to their former position and rank when the vacancy occurs.

(f) (i) A constable selected for recall shall be informed of their re-employment by written notice. This notice shall be considered

received by the member when mailed, Registered Mail, to the last known address of the member as shown on the record of the Service. It shall be the responsibility of each member on lay-off to keep the Service advised of their current address. Within 10 calendar days after a member receives notice of re-employment, they must advise the Service in writing that they accept re-employment and will be able to commence employment on the date specified in the notice. Any and all re-employment rights granted to a member shall terminate upon such member's failure to accept the recall within 10 calendar days or their failure to return to duty on the date specified.

- (ii) A member shall retain their right to re-employment after a lay-off for a period of two years commencing with the effective date of the lay-off.
- (iii) During the period of lay-off, a member on lay-off shall not be entitled to any of the provisions of the collective agreement except the right to recall as provided above.

(g) For the purposes of the above lay-off and recall provision:

- (i) "Seniority" means service in the Service as a police officer;
- (ii) "Seniority in the rank" means the period of service in the specific rank.

(h) If two or more members have the same "seniority" or "seniority in the rank" date, the Board shall determine which member or members are the least senior for the purpose of lay-off or demotion.

(i) These provisions will not bind the Board if the Ontario Civilian Police Commission directs that an officer or officers be retained who would otherwise be released under these provisions. In such event, another officer may be released in accordance with the provisions found herein.

22.03 (a) A member of the Civilian Branch who is transferred to the Uniform Branch will continue to have their service with the Civilian Branch counted on such transfer for the calculation of vacation benefits, sick pay, sick pay gratuities and welfare benefits only.

(b) A member of the Uniform Branch who is transferred to the Civilian Branch will continue to have their service with the Uniform Branch counted on such transfer for the calculation of vacation benefits, sick pay, sick pay gratuities, welfare benefits and retention/service pay.

22.04 The assignment of services previously performed predominantly by members of the Uniform Branch to members of other Bargaining Units shall not result in the lay-off of uniform members.

- 22.05 (a) The Board will notify the Association of its intent to permanently assign services previously predominantly performed by police officers to persons not in the employ of the Board or to persons covered by the Unit A, B, C, D or E collective agreements between the Association and the Board, and the Association may, within 15 days, request a meeting with representatives of the Board through the Joint Association/Board Committee to discuss the implications of any such assignments, including any adverse effects on members and including the application of Article 22.04.
- (b) In this Article "permanently assign" means an assignment in excess of 90 days.

ARTICLE 23 – TERM AND COLLECTIVE BARGAINING

- 23.01 The terms and conditions herein contained shall remain in full force and effect for the period extending from January 1, 2025, until December 31, 2029, and thereafter, until replaced by a new collective agreement, decision or award. Either party may give notice to the other party at any time after 90 days before December 31, 2029 that it desires to bargain for a new collective agreement or amendments to the existing collective agreement. Within 15 days from the service of such notice, each party shall provide to the other party a list of the changes to the collective agreement it desires.
- 23.02 (a) The Parties agree that the process set out below shall constitute the means by which Collective Agreements are hereafter reached under ss. 223, 224 and 225 of the *Community Safety and Policing Act, 2019*. The Parties further agree not to invoke the conciliation and arbitration procedures provided for under ss. 226, 227 and 232 of the *Community Safety and Policing Act, 2019*.
- (b) A Collective Agreement or award hereunder shall be for a term of one year from the date on which the existing Collective Agreement expires, unless the Parties otherwise agree.
- (c) For greater clarity, "days", as used herein, means calendar days.
- 23.03 (a) Following the giving of notice under s. 224 of the *Community Safety and Policing Act, 2019*, either party may refer outstanding issues to mediation by notice to the other party requesting agreement to a mediator.
- (b) The procedure for appointing the mediator shall be as follows:
- (i) If the Parties are unable to agree upon a Mediator within five days from the date of the referral to mediation, the appointment shall be made within a further seven days by a Selector, agreed upon by both Parties;

- (ii) If the Parties fail to agree upon a Selector and/or the Selector fails to appoint a mediator within the aforesaid seven days, the Parties agree that the Chief Justice of Ontario or, in their absence, the Associate Chief Justice of Ontario, shall be asked to make the appointment upon the application of either party.
 - (c) Within seven days after the appointment of the Mediator, each party shall give written notice to the Mediator and to the other party, setting out the matters that the Parties have agreed upon for inclusion in an agreement, the outstanding issues, and the positions of the Parties with respect to each outstanding issue.
 - (d) The Mediator shall meet with the Parties and endeavour to effect an agreement on the outstanding issues. The fees and expenses of the Mediator and the Selector shall be borne equally by the Parties.
 - (e) The discussions and positions taken by the Parties during negotiations and mediation shall be without prejudice to the proceedings before and shall not be revealed to the Dispute Resolution Board.
- 23.04 (a) Failing agreement within 35 days following appointment of the Mediator, or such longer period as the Parties agree to, or upon the Mediator advising the Parties in writing that an impasse exists, whichever occurs first, all outstanding issues may be referred by either party on notice to the other to a Dispute Resolution Board. The Dispute Resolution Board shall be composed of three members, one member selected by each of the Parties, and the third member, who shall be the chairperson.
- (b) The procedure for appointing the Dispute Resolution Board shall be as follows:
 - (i) The party referring the outstanding issues to the Dispute Resolution Board shall, in its notice of referral, advise the other party of the name of its nominee to the Dispute Resolution Board;
 - (ii) The recipient of the notice shall appoint its nominee to the Dispute Resolution Board within five days of being notified by the other party of the name of its nominee;
 - (iii) If a party fails to appoint a nominee, or a nominee is unwilling or unable to act, or if the two nominees fail to agree upon a chairperson within 15 days from the naming of the nominee referred to in (ii) above, or the chairperson is unable or unwilling to act, the appointment of a nominee or a chairperson shall be made within seven days by a Selector agreed upon by both Parties;

- (iv) If the Parties fail to agree upon a Selector and/or the Selector fails to appoint a nominee or a chairperson within the said seven days, the Parties agree that the Chief Justice of Ontario or, in their absence, the Associate Chief Justice of Ontario shall be asked to make the appointment upon the application of either party.
- (c) The Mediator shall not be eligible to serve as a member or chairperson of the Dispute Resolution Board unless the Parties agree.

It is understood that nominees for the Parties may include counsel for the Parties, but not officers or employees of either party nor members of the Toronto Police Service Board.

- (d) Before preparing an award, the Dispute Resolution Board shall commence a hearing within 30 days after the appointment of the chairperson, or such longer period as the Parties may agree upon. The Dispute Resolution Board shall determine its own procedure, but shall allow each party an opportunity to present evidence and make representations. The award of the Dispute Resolution Board shall be issued to the Parties within 60 days after commencement of the proceedings before the Board.
- (e) The decision of the majority of the Dispute Resolution Board shall be the decision of the Board. In the absence of a majority, the decision of the chairperson shall be the decision of the Board. The fees and expenses of the chairperson of the Dispute Resolution Board shall be borne equally by the Parties.

23.05 Within seven days following an award hereunder, the Parties shall incorporate the matters agreed upon and the terms of the award in a Collective Agreement, failing which the existing Collective Agreement, as amended by the matters agreed upon and the terms of the award, shall be deemed to constitute the Collective Agreement between the Parties. The said Collective Agreement shall constitute the Collective Agreement of the Parties for the purposes of s. 224 of the *Community Safety and Policing Act, 2019*.

Executed at Toronto this _____ 20th _____ day of _____ November _____ 2025.

**TORONTO POLICE
ASSOCIATION**

C Campbell

B - Col

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**TORONTO POLICE
SERVICE BOARD**

[Signature]

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MEMORANDA OF UNDERSTANDING

1. PROBATIONARY CONSTABLES

- (1) Where a recommendation is made to dispense with the services of a Probationary Constable during their probationary period as defined in the *Community Safety and Policing Act, 2019*, the following procedure shall be used:
 - (a) The recommendation shall be discussed with the Probationary Constable and they shall be given 72 hours (exclusive of Saturday or Sunday) during which time they may confer with an Association representative and dispute the recommendation and they shall be so informed in writing. During that time an Association representative may also meet with the appropriate senior official to discuss the matter. If the Probationary Constable decides not to dispute the recommendation, it shall be forwarded in the ordinary course to the Board to be acted upon as the Board deems appropriate. The above time limit may be extended by written agreement of the Parties.
 - (b) If the Probationary Constable disputes the recommendation, they shall so notify the Association and the Probationary Constable's Unit Commander.
 - (c) A Committee shall be formed known as the Standing Committee on Probationary Constables (SCPC) and shall be comprised of three members selected by the Chief of Police and three members selected by the Association, two of whom shall be members in a full-time office of the Association.
 - (d) In those cases where a Probationary Constable disputes the recommendation made to terminate their services, the entire employment record of the Constable shall be placed before the SCPC which shall consider whether there was a reasonable and proper basis for the recommendation to terminate. If a majority of the SCPC is satisfied that there is a reasonable and proper basis for the recommendation for termination of the Probationary Constable, no further action shall be taken by the Association on behalf of the Constable. If a majority of the SCPC is not so satisfied, then no further action shall be taken to terminate the Probationary Constable. However, the SCPC may review its decision upon new or additional information becoming available.
 - (e) In the event the Committee is unable to reach a majority decision, the respective positions of the SCPC members shall be forwarded to the Board and be considered by it when the recommendation to terminate

the Probationary Constable is placed before the Board for its determination. In addition, the Probationary Constable and/or their representatives may make oral (in addition to written, if the Association wishes) representations to the Board according to the Board's procedures prior to the Board making its decision.

- (f) The Chief of Police may provide information or other assistance to the SCPC in addition to the Constable's employment record.

2. CONSTABLE RECLASSIFICATION

- (1) In cases of unsatisfactory work performance or criminal charges, misconduct, or potential misconduct, the Standing Committee on Probationary Constables (SCPC) is responsible for determining whether there is a reasonable and proper basis for the withholding of a reclassification.
- (2) Reclassification will automatically be withheld by the SCPC if a constable is the subject of criminal charges or under investigation for serious misconduct, for which the Service may seek a penalty of demotion or dismissal.
- (3) In all other cases, the SCPC retains the discretion to withhold a reclassification where there is a reasonable and proper basis to do so in the totality of the circumstances.
- (4) Any reclassification which is being withheld will be deferred, the Constable will be counselled and the reclassification will be reconsidered in a further 90 days.
- (5) During the term of this Collective Agreement, the Association undertakes that the withholding of a reclassification within the Constable rank will not be taken to arbitration.

3. UNIFORM DISCIPLINE

- (1) For the purposes of uniform discipline, a member upon whom a penalty of "forfeiture of days or hours off" is imposed, may arrange with their Unit Commander to serve the penalty by working a regular day off, forfeiting lieu time, if available, or forfeiting annual leave, if available. If the member and their Unit Commander cannot agree on how the penalty is to be served, the Unit Commander shall decide.
- (2) Where a penalty of more than one day's forfeiture of pay or days off is imposed, it shall be deemed to mean the forfeiture of not more than one day's pay or day off in each pay period until the full penalty has been paid. Nothing in this paragraph prevents a member and their Unit Commander from mutually agreeing to a different schedule of forfeiture. Where the person

convicted leaves the Police Service, the whole amount of the forfeiture of pay then remaining may be deducted from any pay then due.

4. COMPRESSED WORK WEEK AND REVISED SHIFT SCHEDULES

The following Accords on Compressed Work Week and Revised Shift Schedules, including all written amendments thereto made in accordance with such Accords or by the Parties hereto, heretofore or hereafter agreed upon, are binding upon the Toronto Police Service Board and the Toronto Police Association.

- (1) Accord on Compressed Work Week – Division and Traffic Personnel (see Appendix A);
- (2) Accord on Compressed Work Week – Mounted Unit (March 12, 1992);
- (3) Accord on Compressed Work Week – Forensic Identification Services, Uniform Members (February 12, 1987);
- (4) Accord on Revised Shift Schedule – Emergency Task Force (June 8, 1989);
- (5) Accord on Revised Shift Schedule – Financial Crimes Unit (June 8, 1989).

5. MEDICAL INSURANCE

The following benefit changes will be implemented:

- (a) Effective January 1, 2024, increase annual cap in Psychological benefit coverage from \$5,000.00 to \$10,000.00 for members and their dependents.
- (b) Effective January 1, 2024, six-month waiting period removed for benefits.
- (c) Effective December 16, 2024, prescription sunglasses added under vision care.
- (d) Remove obligation for doctors' referral/note for reimbursement of Psychological or Family Counselling (consistent with existing agreement between the Parties).
- (e) Increase vision care benefit cap from \$450.00 of coverage every 24 consecutive months to:

Effective January 1, 2025	-	\$500.00
Effective January 1, 2026	-	\$550.00
Effective January 1, 2027	-	\$600.00
Effective January 1, 2028	-	\$650.00
Effective January 1, 2029	-	\$700.00

Effective January 1, 2025, coverage increase for an eye exam from \$80.00 to \$150.00 of coverage every 24 months.

- (f) Effective January 1, 2025, eliminate the per visit cap, which will be subject to the plan text, for Massage Therapy and increase the annual cap from \$750.00 per year of coverage to:

Effective January 1, 2026	-	\$1,000.00
Effective January 1, 2028	-	\$1,250.00

- (g) Effective January 1, 2025, increase the annual maximum coverage for physiotherapy from \$4,000.00 to \$4,500.00 total per year.

- (h) Effective January 1, 2026, introduce a Health Care Spending Account of \$250.00 total per year for active members, with an increase to the total annual amount as follows:

Effective January 1, 2027	-	\$500.00 total per year
Effective January 1, 2028	-	\$750.00 total per year
Effective January 1, 2029	-	\$1,000.00 total per year

- (i) Post Retirement Benefits (Medi-Pak)

A member who retires on or after January 1, 2028, will have Medi-Pak benefits coverage continue until age 75 (uniform Article 21,04, civilian Articles 15.05 and equivalents).

A member who retires on or after January 1, 2028, will not be eligible for the retiree Health Care Spending Account (uniform Article 21.05 and civilian Articles 15.06 and equivalents).

6. BENEFITS - SURVIVING SPOUSE/DEPENDENTS

The Parties agree that participation in Service Benefits Plans (Semi-Private, Dental and Major Medical) shall be available for surviving spouses and dependents as follows:

- (a) If a member is killed in the performance of the member’s duty, the member’s surviving spouse, common-law spouse, or surviving same sex partner (“the survivor”) shall be entitled to Semi-Private, Dental and Major Medical coverage until the survivor reaches the age of 65. The member’s dependents shall be entitled to benefits until they reach the age of 21, unless they qualify for coverage as “over-age dependents.”

- (b) If a member dies of natural causes/non-work-related accident, the survivor shall be eligible for the above noted benefits for one year from the date of such death, unless the member's dependents have not yet reached the age of 21 years, in which case the survivor shall be eligible for the above noted benefits for so long as the dependents remain eligible.
- (c) To the extent that the survivor or the dependents become entitled to benefits from any other source ("the other benefit plan"), the survivor shall submit their claim to the other benefit plan first and then, if necessary, make a claim under the Service plan for any outstanding claims. The obligation of the Service shall be to provide benefits such that the entitlement of the survivor and the dependents is not less than it would have been under the Service Plan in respect of all benefits covered by the Service Plan. For clarity, the Service remains fully responsible where the survivor or dependents have no coverage under another benefit plan.

7. EMPLOYMENT INSURANCE REBATE

- (a) The members' full share of the Employment Insurance Commission premium rebates (which the Association on behalf of its members hereby agrees should be directed to the Board) shall be fully utilized to provide in part the cost of the orthodontic and improvement in the vision care benefits.
- (b) The remaining costs of the above benefits not met by paragraph (a) hereof shall be paid from the members' Employment Insurance premium rebate balance held in the Central Sick Leave Bank Article 16.05 (a)(ii) and such provision shall be amended to so provide.

8. MEMBERSHIP COMMUNICATIONS

- (1) The Chief and the Board jointly and severally agree that Association Executive members may conduct "platoon meetings" (i.e. meetings held at police facilities during training sessions), subject to the following conditions;
 - (a) The permission of the Unit Commander must first be obtained, provided such permission shall not be unreasonably withheld or withdrawn during the meeting;
 - (b) The platoon meeting shall be conducted in a professional fashion. Matters of disagreement between management and the Association may be discussed provided that Association representatives shall not undermine the ability of either the Chief or the Board to exercise their acknowledged functions under the collective agreements and *CSPA or PSA*;

- (c) The Unit Commander may be present at any time during and throughout any platoon meeting and may, in their discretion, terminate the meeting provided that this power shall not be exercised unreasonably.
- (2) In addition to any representation rights specifically addressed in the collective agreements and subject to the exigencies of the Service the Parties jointly and severally agree that:
 - (a) The Association may conduct spur-of-the-moment meetings regarding matters referred to in Article 6, and SIU and internal investigations, with all members in police facilities, in accordance with the procedure set out in Memorandum of Understanding 3 - Association Representation, appended to the Civilian collective agreements; and
 - (b) Association stewards may continue the current practice of communicating with individual Association members regarding Association matters, as the Unit Commander may permit (provided that such permission shall not be unreasonably withheld or withdrawn), or as required by Article 6.
- (3) The Parties jointly and severally agree that the Association may continue the practice of posting bulletins on Association bulletin boards or Association digital message boards located in police facilities subject to the following:
 - (a) All such communications shall be authorized in advance by the Association President;
 - (b) Such postings may deal with matters of disagreement between management and the Association. They shall be professional in their content and shall not undermine the ability of either the Chief or the Board to exercise their acknowledged functions under the collective agreements and *CSPA or PSA*, as applicable.
- (4) The Parties jointly and severally agree that the Association may continue the practice of using the police internal mail system to send and receive professionally worded communications without charge.
- (5) The Parties jointly and severally agree that communications by management to Association members shall be worded and delivered in a professional manner.
- (6) This Memorandum is entirely without prejudice to,
 - (a) any rights the Association or its Executive may have concerning communications to its members outside the workplace; and

- (b) any position the Board or the Chief may take in future proceedings regarding their respective roles and areas of statutory jurisdiction.
- (7) (a) Where the Chief, the Board, the Association or the Association Executive believes that a provision of this Memorandum has been violated, it shall notify the other Parties concerned by email forthwith. Failing immediate resolution by the Parties, a complaint may be initiated by notifying the Parties involved and the Arbitrator by email. The Notice of Complaint shall include a written submission (maximum 1,000 words) setting out the reason why it is believed that the Memorandum has been violated. Affected Parties shall have until the end of the next following business day to provide a written response (maximum 1,000 words) to the complaining party and to the Arbitrator. The complaining party may deliver a reply (maximum 500 words) in the same fashion before the end of the next following business day.
- (b) After receiving the representations of the Parties in accordance with the foregoing procedure, the Arbitrator, in their discretion, may convene a meeting of the Parties (which may be by conference or video call). Following such meeting (or following receipt of the Parties' written submissions, if the Arbitrator decides that no meeting is necessary) a decision will be issued promptly directing what actions, if any, should be taken with respect to the alleged breach. The Arbitrator may issue such further directions to the Parties and may award such compensation or such other relief as in their discretion they deem appropriate.
 - (c) The Parties shall endeavour to agree to jointly appoint one person as an Arbitrator to hear any such complaint. If the Parties fail to agree to an Arbitrator, the Arbitrator shall be William Kaplan. If William Kaplan is unable or unwilling to deal with the matter, he shall assign an Arbitrator to hear the matter.
 - (d) The fees and disbursements of the Arbitrator shall be shared equally by the Parties to the Agreement.
 - (e) Written communications under these procedures shall be given in writing to the President of the Association and to the Chief, the Executive Director of the Board, and the Manager of Labour Relations.

9. ASSOCIATION ACCESS TO THE BOARD'S INTRANET SITE

- (1) The Service will work with the Association to provide one intranet access terminal at the Association's Headquarters. All costs associated with the installation and operation of the terminal will be paid by the Association. The terminal will only be accessible and accessed by the Association Directors

and the Association's in-house legal counsel on an individual password basis. The timing for this installation will depend on security, access and technology issues being resolved to the satisfaction of the Board.

- (2) The Association may only use the Service e-mail system in order to send messages to their members for the purpose of advising members to view the Association's website. These e-mail messages will not contain any text in the body of the message. The subject line for each e-mail shall be: "Please view the Association's website for information", with no other text included therein.

10. LEAVE OF ABSENCE – POLICE ASSOCIATION OF ONTARIO

The Board shall provide for a leave of absence with pay for a total of 10 duly elected delegates from the Association to attend the Annual Conference of the Police Association of Ontario (10 delegates in total under all Collective Agreements).

11. LEGAL INDEMNIFICATION – CIVIL ACTIONS

- (1) If a civil suit is commenced against a member(s) and the Board is informed that the legal representation has been denied, the Board will request additional information from the Service. The Board will provide this information to the City of Toronto for re-consideration of the issue of legal representation.
- (2) If the claim is still denied, the Board will determine whether, in its opinion, it appears unlikely that clause 12.03 will apply upon the conclusion of the litigation [i.e. whether the acts allegedly done which constitute the basis for the lawsuit were done, or not done, in the attempted performance in good faith of the member(s') duty as a police officer].
- (3) The Board will not conclude that 12.03 is unlikely to apply based solely on the allegations contained in the plaintiff(s') statement of claim unless clause 12.09 applies.
- (4) If, however, the Board after the commencement of the lawsuit is unable to form the opinion that 12.03 is unlikely to apply upon the conclusion of the litigation, then the member shall either:
 - (a) be provided with legal representation by the Board; or
 - (b) be indemnified for the necessary and reasonable legal costs incurred in defence of the action to the date specified below in this clause;

until the earlier of the date when,

- (i) the Board is able to form an opinion that 12.03 is unlikely to apply; or
- (ii) the determination described in paragraph 6 occurs;

but, if neither (i) or (ii) occurs, until the conclusion of the litigation.

- (5) When the Board is awaiting information from the Toronto Police Service so that it can make its determination under paragraph 4, legal counsel will be provided by the Board so that any statement of defence required to be filed by a member whose on-duty actions have given rise to the lawsuit, may be filed in a timely manner.
- (6) (a) When coverage under 4 (a) or 4 (b) is provided, the following shall apply where a member is a defendant in a civil action and, arising out of the same set of circumstances, the member is also an accused in concurrent criminal proceedings or is charged under the *Community Safety and Policing Act, 2019*, with misconduct;
 - (i) where the Board has provided the member with counsel under 4(a) above, the Board's obligation to provide counsel in the civil action shall cease upon the date on which either a finding of guilt is registered against the officer in the criminal proceedings or a determination of misconduct has been made in respect of the officer under the *Community Safety and Policing Act, 2019*.
 - (ii) where the Board in lieu of providing the member with counsel has undertaken to indemnify the member for their reasonable and necessary legal costs incurred by the member in the defence of a civil action, the Board's obligation to indemnify the member in respect of the member's costs in the civil action shall extend only to such costs incurred up to the date on which either a finding of guilt is made against the member or a determination of misconduct has been made in respect of the member under the *Community Safety and Policing Act, 2019*.
- (b) If the finding of guilt or finding or misconduct referred to in sub-clause 6(a) occurs, the Board may extend the benefits of sub-clause 4 (a) or 4(b) until such time as it considers appropriate and warranted and shall extend the benefits of the sub-clause 4 (a) or 4 (b) where the Board is of the opinion that the member was acting in good faith performance of their duty, notwithstanding the finding of guilt or finding of misconduct.

- (7) Where there is an ongoing criminal investigation and the information regarding the investigation cannot or should not be released by the Service, the Chief or the Chief's designate will make a recommendation to the Board.
- (8) Where the Board has decided not to provide legal counsel or indemnify the member pursuant to paragraph 4 of this process and where requested by the Association no later than 15 working days after the Association is informed of the Board's decision, the Board decision shall be reviewed by the Reviewer appointed under paragraph 11 who will determine whether the Board's decision is in conformity with this process and whether, based on the information available, the decision is reasonable. The Reviewer shall have access to all the information made available to the Board and shall consult with the person(s) designated by the Board to represent it. The Association shall also have the right to consult with and provide information to the Reviewer. The Reviewer, while under no obligation to do so, may request either party to comment on information made available to the Reviewer by the other party. The Reviewer's decision shall be in writing without reasons and shall be deemed to be the Board's decision pursuant to paragraph 4 of this Process. The Reviewer's decision is final and binding on the Parties.
- (9) The Process shall not alter the legal rights and responsibilities of the Parties under Article 12.
- (10) This Process shall be applicable to civil litigation currently before the Courts where no trial has yet occurred nor settlement reached and to civil litigation arising hereafter.
- (11) It is the Parties' intention that the Reviewer be a retired judge. If the Parties cannot agree on a Reviewer, William Kaplan shall be requested to name the Reviewer.

12. ASSOCIATION/BOARD COMMITTEE

To resolve any problem or differences, including any alleged change in established working conditions not covered by the Collective Agreement, other than matters in negotiations or before standing committees which may arise and to consider and make suggestions or recommendations for their solution to the respective Parties, the Parties shall establish a joint committee comprised of two appointees representing the Association, at least one of whom shall be a seconded member, and two representing the Board, at least one of whom shall be a member of the Board, to meet to discuss matters of mutual concern. Seven days prior to such meeting the representatives of the Board and the Association shall advise each other in writing of the matters which they wish to place on the agenda for discussion. Time spent by appointees in attendance at such meetings shall not result in loss of regular pay.

The Board will give the Association 30 days' notice of any changes the Board intends to make to working conditions, where the Board is aware of such conditions.

13. COLLECTIVE AGREEMENT COMMITTEE

The Parties shall continue the committee to redraft and simplify the collective agreements. The Committee shall report to the Parties upon completion of the project.

14. COMPRESSED WORK WEEK COMMITTEE

The Parties shall jointly inquire into the uniform agreement compressed workweek and shift schedules, having regard to increased effectiveness and efficiencies and to individual members' needs. The Board will disclose such documents and information as is reasonably requested by the Association. If the Parties are unable to reach agreement, they agree to defer the issue, if either party raises it, to the next round of collective bargaining.

In negotiations for the 2025 – 2029 Collective Agreement, the Parties agreed to align any of the outstanding CIB units in each division working the CWW shift schedule to the schedule being worked by the PRU in that division. The implementation will be referred to the Joint Shift Schedule Committee to administer this alignment process by the end of the first shift schedule cycle in January 2026

If the Parties do not reach mutual agreement within four months of the initial meeting of the joint committee, either party may within 30 days refer the issue to mediation/arbitration before William Kaplan who will determine whether a) the status quo should continue in effect with further study of this issue leading up to the next round of collective bargaining; or b) whether the Board's proposal in its entirety as set out above should be awarded. The Parties agree, following ratification of this Memorandum of Settlement, to arrange dates(s) with Mr. Kaplan, for a hearing if that proves necessary. In the event that the Parties reach agreement on any aspect of this matter, they will identify those matters to the arbitrator for inclusion in the arbitrator's award.

15. BENEFITS ADMINISTRATION & MONITORING COMMITTEE

A Joint Benefits Committee shall be established consisting of up to two representatives from each of the Association and the Board. This Committee shall be jointly chaired with alternating responsibility.

The objective of the Committee will be to address issues of concern arising out of the administration of the benefit plan including the review of any special circumstances where employees incur extraordinary expenses within the parameters of the plan. Where the Committee considers it appropriate it may make

joint recommendations regarding the plan to the Board so as to ensure that it meets the needs of the Association and the Board.

16. LEGAL INDEMNIFICATION

The Parties will meet and discuss the definition and the assessment of what are “necessary and reasonable legal costs” in 12.11 with the aim of providing appropriate direction to both the City Solicitor and legal counsel around expectations of legal efficiency.

In negotiations for the 2024 Collective Agreement, the Parties agreed to establish a joint committee with responsibility for housekeeping the language and addressing the necessary amendments, additions to Article 12 as well as MOU 11, 16 and Board Policy 17 arising from the coming into force of the *Community Safety and Policing Act, 2019*. The committee will complete its work no later than January 1, 2025. Any remaining disputes not resolved by the committee are subject to interest arbitration on an expedited basis.

17. SICK LEAVE AND DISABILITY PLANS JOINT COMMITTEE

The Parties agree to establish a Joint Committee no later than sixty (60) days after Arbitrator Mark Wright’s interest arbitration award to engage in a review of the existing sick leave and disability plans and to discuss a new plan design. The joint committee will be jointly co-chaired by one designate of the Association and one designate of the Board.

Failing resolution by December 31, 2025 (or such other date as may be agreed upon by the Parties), either party may refer the matter to mediation and interest arbitration before William Kaplan (the “Arbitrator”). The cost of the Arbitrator will be shared equally by both Parties. The Parties agree that an arbitration will be conducted in an efficient and expeditious manner, including the use of briefs. The arbitrator shall conduct his own process with full consideration to his own principles of undertaking this process.

The Joint Committee will discuss any issues related to plan design and administration of sick leave/disability management including the following topics:

- (1) A sick leave and disability plan design with 3 separate and distinct components:
 - (i) Sick Leave, including dependent sick leave;
 - (ii) Short Term Disability benefits;
 - (iii) Central Sick Leave Bank benefits or Long Term Disability benefits;

- (2) The role of the Medical Advisor and the standards by which fitness for duty is assessed in accordance with generally recognized principles of Occupational Medicine;
- (3) The requirements for medical documentation for substantiation of absences;
- (4) Improving disability duration and controls and providing active and consistent support for all absences;
- (5) Alignment to the Parties' values, including supporting attendance and early and safe returns to work, providing proactive member support and early intervention, income protection, and supporting overall member wellbeing.
- (6) The salary rates of members accommodated outside of their home positions;
- (7) Consideration for the elimination of the 12x attendance management program to be replaced with modernized attendance support for all members, uniform and civilian;
- (8) The jurisdiction of a rights arbitrator for any disputes under an amended plan;
- (9) Transition provisions from the current Sick Leave program to any new sick leave and disability plan including the preservation of existing sick pay and sick pay gratuity entitlements of existing members; and
- (10) In completing its work, the committee can also make a recommendation to maintain or not to change or modify any of the current sick leave/CSLB programs, in whole or in part.

The Parties agree that until such time as the sick leave and disability plan design work as set out above has been completed, the Parties will continue to operate in accordance with the existing language as set out in Article 15 and 16 of the Collective Agreement.

18. WSIB ADMINISTRATION AND NET PAY TOP-UP JOINT COMMITTEE

In order to ensure that a member in receipt of WSIB benefits receives such further amount from the Board (the "top-up amount") so as to approximate but not exceed the net pay such member would otherwise have received had they not been absent, the following changes to WSIB administration and net pay top-up practices for WSIB claims will be implemented:

- (1) Commencing on January 1, 2026, for any new or existing WSIB claim, income tax and payroll deductions will be administered for WSIB benefits and any top-up amount in a manner consistent with CRA guidance for Workers'

Compensation Claims, and the calculation of any top-up amount will account for WSIB benefits being non-taxable;

- (2) Commencing on January 1, 2026, for any WSIB claim made on or after that date, no member shall be entitled to receive any top-up amount from the Board after they have attained the tenure and age that entitles them to an OMERS unreduced pension; and
- (3) Commencing on August 1, 2026, for any WSIB claim made on or before December 31, 2025, no member shall be entitled to receive any top-up amount from the Board after they have attained the tenure and age that entitles them to an OMERS unreduced pension.

The Parties agree to establish a Joint Committee no later than 30 days after the date of this Memorandum of Understanding to review and discuss implementation details of the above-noted changes, as well as necessary amendment to the collective agreements, which shall be included in the next collective agreements.

19. REMOTE WORK

The Parties agree to consult and discuss any material changes to the current remote work/telecommuting procedures should any be considered by the Board.

20. STANDBY PAY COMMITTEE

The Parties shall jointly inquire into the collective agreement and the operational necessity and circumstances for which a member is required to be on standby, taking into consideration the unit and/or location of work a member is assigned. The Parties under the scope of this committee have the authority to pilot a model of standby for a fixed duration, subject to mutual agreement, without prejudice to any position in the next round of bargaining.

21. ADMINISTRATIVE INFORMATION AND DATA SHARING

On September 5, 2025, a Memorandum of Agreement titled “Administrative information and Data Sharing” was signed and executed by the Parties, which ensures that the data and information outlined and requested by either party will be shared within a reasonable amount of time upon request.

22. OUTSTANDING ISSUES FROM 2025 BARGAINING

The Parties agree to continue to meet in good faith to continue dialogue on the following proposals/issues:

- (1) CSPA Regulations and any impact on investigations pertaining to Special Constables and other related matters.

For clarity, all other Board and Association non-monetary and monetary proposals are withdrawn on a without prejudice basis.

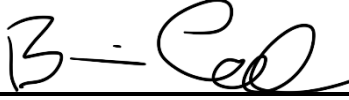
All housekeeping matters shall be put forward to the Collective Agreement Committee, and any unresolved housekeeping matters will be referred to Arbitrator William Kaplan.

If the Parties do not reach mutual agreement within six months of ratification of this Memorandum of Settlement, either party may at any point in the three months following refer one or more of these outstanding issues to mediation/arbitration before Arbitrator William Kaplan who will have all the powers of an interest arbitrator under the collective agreement save that he may not issue an award with any retroactive application or costs

Executed at Toronto this 20th day of November 2025.

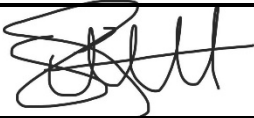
**TORONTO POLICE
ASSOCIATION**



















**TORONTO POLICE
SERVICE BOARD**





BOARD POLICIES

The Board advises the Toronto Police Association of its policies on the following matters not intended to be covered by the Collective Agreement:

1. ANNUAL EVALUATIONS

If a member so requests, they shall, when counselled, be shown their Annual Evaluation including the Counsellor's comments.

The member, within 10 days of being counselled, may respond in writing to such evaluation.

Where a member responds to such evaluation, the response is to be attached to the said evaluation.

Upon request, members shall be given a copy of their annual evaluations and a copy of any other performance appraisals that are completed. Copies are to be furnished following discussion of the evaluation/appraisal with the Unit Commander/Supervisor.

2. PERSONNEL FILES

The member's Divisional file will be made available to the member for reviewing prior to being counselled and on special request, not to exceed once per year, through the Unit Commander.

3. RESIGNATIONS

A member, within 48 hours (excluding Saturday or Sunday) of submitting a written resignation, may request the Chief of Police, either directly or through the Association, to withdraw said resignation. The Chief of Police, after investigation, will determine the matter.

4. VACATION DRAW

A court appearance on scheduled days off prior to and following the vacation period shall not be considered as vacation for the purpose of Article 9.02 (d) of the Collective Agreement.

Where the Monday Tour of Duty during the third week of the Compressed Work Week Cycle is taken as an assigned day off, it shall be deemed to be a scheduled day off for the purposes hereof.

Members designated to attend Minor Traffic Court during the member's scheduled days off prior to and following said vacation period may request of their Unit

Commander that they be exempted from such appearance. Should the exemption not be granted, the Unit Commander's determination may be appealed to the Chief of Police through the appropriate Deputy Chief.

5. EDUCATION LEAVE

Leave of absence without pay and benefits and without loss of seniority which the member held at the commencement of the leave, may be provided to any member for the purpose of obtaining a university degree provided that:

- (i) the member has obtained some of the credits for the degree during their off duty hours;
- (ii) the degree can be obtained in no more than two years of full-time study;
- (iii) there is no obligation to provide and no restriction on providing employment to the member during such leave of absence;
- (iv) the degree would, in the opinion of the Board, be of value to their future police work;
- (v) such leave to obtain any one degree may only be requested once during an officer's career; and
- (vi) the educational costs to be borne by the member.

6. WORKPLACE SAFETY AND INSURANCE

The Board would take the position that any member who is injured while performing their duty as a police officer off shift should be covered by WSIB.

7. BENEFIT CONTRACTS

The Board will provide the Association with a copy of all benefit contracts and policies within three months of a change being made thereto resulting from negotiations or arbitration and within three months of a change of carrier.

8. DENTAL PLAN – INDIVIDUAL CONSIDERATION CODES

- (a) Where a dental procedure which was, as of January 1, 1987, an eligible expense under the Service's Dental Plan, is designated by the Ontario Dental Association as an Individual Consideration (IC) Code, (and therefore, an ineligible expense under the Service's Dental Plan), the Board will reimburse a member who has undergone the procedure. The amount of the reimbursement shall equal the lesser of the actual expense to the member or an amount equal to the result of applying to the most recent Ontario Dental

Association Schedule rate for the procedure the annual, general increases to the Ontario Dental Association Schedule since the year in which the procedure was designated as an IC Code.

- (b) The Board will undertake to describe in the Service's group benefits booklet those Ontario Dental Association Fee Guide codes which are eligible expenses under the current dental plan agreement.

9. SICK PAY GRATUITY

A member may use up to six months of their sick pay gratuities in time rather than in pay, immediately prior to retirement.

Definitions

For the purpose of this policy, the last day worked is understood to be the day that the member has utilized all outstanding vacation, floating holidays, lieu time or any other type of leave, but immediately prior to utilizing their sick pay gratuity as pre-retirement leave.

The date of retirement is understood to mean the last day that the member is on pre-retirement leave.

Eligible Number of Work Days

The number of months will be reduced to work days as follows:

1 month	-	22 work days
2 months	-	43 work days
3 months	-	65 work days
4 months	-	87 work days
5 months	-	109 work days
6 months	-	130 work days

The member may also decide to take a portion of their sick pay gratuity in time and the remainder in a lump sum payment.

Benefit Entitlements

- (1) Vacation, floating holidays and lieu time must be utilized prior to using sick pay gratuity as pre-retirement leave.
- (2) Accrual of vacation and sick bank ceases on the last day worked.
- (3) Employees are entitled to retirement accrual days while on pre-retirement leave. For those employees whose extension period takes them into a new

calendar year, the member will continue to accumulate retirement accrual days. The retirement accrual days will be paid out after the date of retirement.

- (4) Statutory holidays which fall during the extended period are not applied to reduce the pre-retirement leave.
- (5) Any outstanding sick pay gratuity amount will be paid out after the member retires.
- (6) A member on pre-retirement leave does not qualify for WSIB or Central Sick Bank.
- (7) A member is entitled to the benefits of an active member of the Service up to and including the date of retirement.
- (8) The Board and the member will each pay their respective contributions to the pension fund up to and including the date of retirement.

Wage Increases

Increases which are effective during the period a member is on Sick Pay Gratuity leave are not to be applied to the salary of the retiring member.

Increases during such period which are retroactive to a date prior to the member on such leave are to be applied to the salary of the retiring member.

10. PAID-UP LIFE INSURANCE

A uniform member who retires under the N.R.A. 60 rule or later and who does not qualify for paid-up life insurance under the provision of the Collective Agreement shall receive a paid-up life insurance policy as follows:

If 10 years of service but less than 15	-	\$1,500.00
If 15 years of service but less than 20	-	\$2,500.00
If more than 20 years of service	-	\$3,500.00

11. UNIFORMS AND EQUIPMENT

Uniforms and equipment will be the subject of continuing study by the Clothing and Equipment Committee.

Where the Board or the Service intends to purchase new items of uniform issue or protective equipment for Uniform or Civilian members, or provide existing items of uniform issue or protective equipment to members who have not previously received it, the proposed purchase or issuance shall be discussed at the Clothing and Equipment Committee prior to the proposed purchase.

Where the Board, acting upon the recommendation of the Chief of Police, intends to approve a clothing or equipment purchase which is different from the recommendation of the Clothing and Equipment Committee, then the Association shall be provided with an opportunity to send written submissions to the Board prior to the Board meeting where the Board approves the clothing and equipment purchase. The Association must provide any written submissions it intends to make to the Board within three days of being advised by the Board.

12. LOCKER INSPECTION

A member shall be given a reasonable opportunity to be present during the routine inspection of their locker.

13. FACILITIES

The concerns of the Association regarding parking, rest areas, lockers, showers, and physical fitness facilities will be referred to a committee of two representatives of Management and two representatives of the Association, in an effort to develop general criteria for future facilities for the guidance of Toronto Parks and Property.

14. FITNESS FACILITIES

To offset the cost of equipment for fitness facilities, the Board will endeavour to obtain the maximum amount of government funding possible. The balance of the cost will be shared according to the Board's current policy: $\frac{1}{3}$ payable by the Board, $\frac{1}{3}$ payable by the Toronto Police Amateur Athletic Association (T.P.A.A.A.) (assuming the T.P.A.A.A. agrees), and $\frac{1}{3}$ payable by the members.

15. COURT ATTENDANCE BY FORMER MEMBERS

The Board will pay to a former member of this Service who is required by summons to attend court in connection with their duties as a member of this Service (but not where such individual is the person charged) the sum of \$75.00 for each day of required court appearance as a supplement to the regular court witness fee.

16. WITNESSES AT DISCIPLINE HEARINGS

A member charged with misconduct pursuant to the *Police Services Act* may inform the presiding officer, in writing, of the names of the members of the Service whom they desire to give evidence at the hearing and the Chief of Police shall order those members to be present at the hearing except that if the penalty to be requested is less than dismissal or demotion, the member charged may name no more than two members of the Service to be ordered to be present as character witnesses.

17. LEGAL INDEMNIFICATION

- (1) The Board has adopted a policy which permits a member who may be eligible for indemnification under Article 12 of the Collective Agreement to apply for funds to provide their counsel with a retainer, if one is required, which application may be made on the following basis:
 - (a) where the need for legal counsel arises because a criminal charge has been laid against the member after the arrest and/or charging of someone in connection with acts leading to that arrest and/or charge, or where the need for legal counsel arises under Article 12.05 (b) of the Collective Agreement;
 - (b) the funds applied for do not exceed the greater of \$2,000.00 or 25% of the retainer based on the necessary and reasonable legal costs, which in the event of a dispute shall be determined by the City of Toronto Solicitor (if the retainer increases over time, the member may apply for additional funds within the terms of this Policy);
 - (c) where the actions of the member do not appear to be covered by Article 12.02 of the Collective Agreement; and
 - (d) where the member undertakes to indemnify the Board for such funds if the member is not entitled to indemnification under Article 12 in a manner and form satisfactory to the City of Toronto Solicitor.
- (2) If the Chief or Chief's delegate recommends to the Board that the retainer provided in 1 (b) not be provided, the Association shall be informed so that they may make written representations to the Board before a final decision is made.

18. ORIENTATION PROGRAM

The Chief of Police will direct the Employment Office to ensure that in any orientation program for members, the Association shall be afforded the opportunity to participate in such program.

SCHEDULE A
2025 - 2029 UNIFORM SALARY RATES

Position/Rank	Service Completed	Per Cent	2025.01.01	2025.07.01	2026.01.01	2026.07.01	2027.01.01	2027.07.01	2028.01.01	2028.07.01	2029.01.01	2029.07.01
			3.95%	0.50%	2.72%	0.39%	1.75%	1.75%	1.63%	1.25%	1.25%	1.25%
			Annual	Annual	Annual	Annual	Annual	Annual	Annual	Annual	Annual	Annual
4th Class Constable	Base rate	70	\$83,534.616	\$83,952.216	\$86,236.488	\$86,572.656	\$88,088.544	\$89,629.488	\$91,091.088	\$92,229.048	\$93,381.624	\$94,548.816
3rd Class Constable¹	Base rate	80	\$95,480.064	\$95,958.216	\$98,568.216	\$98,952.408	\$100,683.360	\$102,445.632	\$104,116.032	\$105,416.856	\$106,734.384	\$108,068.616
2nd Class Constable²	Base rate	90	\$107,412.984	\$107,949.600	\$110,885.328	\$111,317.544	\$113,265.648	\$115,247.160	\$117,126.360	\$118,590.048	\$120,072.528	\$121,573.800
1st Class Constable³	Base rate	100	\$119,339.640	\$119,936.808	\$123,198.264	\$123,678.504	\$125,843.760	\$128,046.600	\$130,134.600	\$131,761.152	\$133,408.584	\$135,076.896
1st Class Constable	8 yrs (incl. 3% PC1 rate)		\$122,920.560	\$123,534.432	\$126,894.024	\$127,388.880	\$129,618.864	\$131,886.432	\$134,037.072	\$135,711.648	\$137,407.104	\$139,125.528
1st Class Constable	17 yrs (incl. 6% PC1 rate)		\$126,507.744	\$127,140.408	\$130,598.136	\$131,107.608	\$133,402.320	\$135,736.704	\$137,949.984	\$139,674.672	\$141,420.240	\$143,188.776
1st Class Constable	23 yrs (incl. 9% PC1 rate)		\$130,086.576	\$130,738.032	\$134,293.896	\$134,817.984	\$137,177.424	\$139,578.624	\$141,854.544	\$143,627.256	\$145,422.936	\$147,241.584
Sergeant/Detective	Base rate	114.5	\$136,640.808	\$137,323.584	\$141,059.016	\$141,608.160	\$144,086.616	\$146,608.920	\$148,999.680	\$150,862.176	\$152,747.640	\$154,656.072
Sergeant/Detective	8 yrs (incl. 3% PC1 rate)		\$140,219.640	\$140,921.208	\$144,754.776	\$145,318.536	\$147,861.720	\$150,448.752	\$152,900.064	\$154,810.584	\$156,746.160	\$158,704.704
Sergeant/Detective	17 yrs (incl. 6% PC1 rate)		\$143,798.472	\$144,516.744	\$148,448.448	\$149,026.824	\$151,634.736	\$154,288.584	\$156,802.536	\$158,763.168	\$160,746.768	\$162,755.424
Sergeant/Detective	23 yrs (incl. 9% PC1 rate)		\$147,379.392	\$148,116.456	\$152,144.208	\$152,737.200	\$155,409.840	\$158,130.504	\$160,707.096	\$162,715.752	\$164,749.464	\$166,808.232
Staff/Detective Sgt	Base rate	126.5	\$150,964.488	\$151,720.344	\$155,846.232	\$156,453.840	\$159,191.208	\$161,976.600	\$164,615.832	\$166,672.512	\$168,756.336	\$170,865.216
Staff/Detective Sgt	8 yrs (incl. 3% PC1 rate)		\$154,541.232	\$155,313.792	\$159,537.816	\$160,160.040	\$162,962.136	\$165,814.344	\$168,516.216	\$170,623.008	\$172,754.856	\$174,913.848
Staff/Detective Sgt	17 yrs (incl. 6% PC1 rate)		\$158,128.416	\$158,919.768	\$163,241.928	\$163,878.768	\$166,747.680	\$169,666.704	\$172,433.304	\$174,588.120	\$176,770.080	\$178,979.184
Staff/Detective Sgt	23 yrs (incl. 9% PC1 rate)		\$161,705.160	\$162,513.216	\$166,933.512	\$167,584.968	\$170,518.608	\$173,502.360	\$176,329.512	\$178,534.440	\$180,766.512	\$183,025.728

¹ For members hired or re-hired after May 1, 2015, for the first two months at the rank of 3rd Class Constable, a Constable will receive the 4th Class Constable rate.

² For members hired or re-hired after May 1, 2015, for the first four months at the rank of 2nd Class Constable, a Constable will receive the 3rd Class Constable rate.

³ For members hired or re-hired after May 1, 2015, for the first six months at the rank of 1st Class Constable, a Constable will receive the 2nd Class Constable rate.

SCHEDULE A RETENTION & SERVICE PAY

Each member shall be eligible for Retention/Service Pay in accordance with the following:

Upon the completion of 8 years of service and until the completion of the 17 th year of service	3% of the 1 st Class Constable Rate
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Upon the completion of 17 years of service and until the completion of the 23 rd year of service	6% of the 1 st Class Constable Rate
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Upon the completion of 23 years of service and thereafter	9% of the 1 st Class Constable Rate
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Retention/Service Pay forms part of basic salary and shall be paid bi-weekly to members, including those on any leave of absence in the collective agreement who are accruing service/seniority while on the leave of absence (WSIB, CSLB, maternity and parental leave, etc.). Thus, in calculating overtime, call-back pay, vacation pay, sick pay, statutory holiday pay, paid lieu time, sick pay gratuity, maternity and parental leave, pension contributions, etc., and in calculating net pay under Article 17 or for Central Sick Leave Bank under Article 16 and for entitlements under Article 19, Retention/Service Pay will be taken into account.

**SCHEDULE B
LEGAL INDEMNIFICATION HOURLY RATES MATRIX**

	SIU Simple (1)	SIU Complex (2)	Criminal Simple (3)	Criminal Complex (4)	Inquests Witness Officer (5)	Inquests Subject Officer (6)	3rd Records App.	Art. 12.05 Issues (7)
Counsel Retained by Member								
Senior Counsel (8)	\$325.00	\$400.00	\$325.00	\$450.00	\$325.00	\$450.00	\$325.00	\$325.00
Intermediate Counsel (9)	\$275.00	\$325.00	\$275.00	\$375.00	\$275.00	\$375.00	\$275.00	\$225.00
Junior Counsel (10)	\$200.00	\$250.00	\$200.00	\$275.00	\$200.00	\$275.00	\$200.00	\$200.00
Support Staff								
Students-at-Law	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
Law Clerks	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00

- (1) Any SIU where the injury is transient or trifling.
- (2) Any SIU involving an injury that is more than transient or trifling.
- (3) Client charged with summary conviction offence(s) only or Crown elects to proceed summarily.
- (4) Client charged with at least one indictable offence or Crown elects to proceed by way of indictment.
- (5) Client who was previously designated as a Witness Official in an SIU investigation or where there is no significant foreseeable risk to personal reputation.
- (6) Client who was previously designated as a Subject Official in an SIU investigation and where there is significant foreseeable risk to personal reputation.
- (7) A review of a complaint or a disciplinary hearing ordered by LECA as provided for in Article 12.05 of the Uniform collective agreement.
- (8) Twelve or more years since call to the bar.
- (9) Four or more but less than twelve years since call to the bar.
- (10) Less than four years since call to the bar.

SCHEDULE C

TPA AND TPSB – SUPPORTING EXCELLENCE IN POLICING LETTER



TORONTO POLICE ASSOCIATION

200 – 2075 Kennedy Road
Toronto, Ontario
Canada, M1T 3V3

Telephone
(416) 491-4301
Facsimile
(416) 494-4948

Clayton Campbell
President

Brian Callanan
Vice President

Derek Gregoris
*Director
Administrative Services*

Pete Grande
*Director
Member Benefits*

Kevin Corrigan
*Director
Civilian Field Services*

Mike Harris
*Director
Civilian Field Services*

Andrew Nanton
*Director
Uniform Field Services*

Sean Stockwell
*Director
Uniform Field Services*

Ron Tait
*Director
Uniform Field Services*

April 11, 2025

Shelley Carroll, Chair
Toronto Police Services Board
40 College Street
Toronto, ON M5G 2J3

Dear Chair Carroll,

Re: TPA and TPSB – Supporting Excellence in Policing

Toronto is a vibrant and diverse city, and its residents, businesses and visitors deserve policing that reflects this. The Toronto Police Association (Association), the Toronto Police Service Board (Board), along with the Toronto Police Service (Service), jointly share the goal of improving community safety, improving the safety and well-being of our members, and ensuring that the Service is recognized as a world leader in policing. The Parties are also committed to supporting initiatives that increase the diversity of the Service, and promote equity and inclusion for the Service and the Toronto community as a whole.

Through the course of bargaining our 2025-2029 collective agreement, we have had much discussion regarding the future of the Service, and how best to address the requirements of Toronto's evolving policing environment and the need for an efficient, professional, and modernized Service.

The Association recognizes the Board's need to strive for efficiency and the Service's focus on the effective operation of the complex needs of policing in Canada's largest city. The Association is pleased to see these come with a renewed investment in both the number of members of the Service and their compensation.

The Board has made significant investments in policing in Toronto over the past several years that resulted in the Service being able to increase its complement by more than 700 new officer positions since 2018. In bargaining for the renewal agreement in 2025, the parties have worked together to build upon this and to further improve service to and in the community. This increase in complement and investment supports a healthy workplace and allows the Service to reduce its overtime call backs and off shift work and, while this may impact premium pay opportunities for some members, the

WE PROTECT THOSE WHO PROTECT OTHERS

parties jointly recognize the need for sustainable, safe, and effective staffing practices.

We are also focused on improving the well-being of Association members in other ways, such as improved access to health benefits for active members, extended health coverage for retirees, and increased supports for pregnancy leave.

We are also pleased that the Parties discussed enhancing support for the career and leadership development for officers having regard to the changing demographics of the Service and the City of Toronto. During the life of this Collective Agreement, the Association welcomes the opportunity to provide input to the Service and the Board as they develop and build upon training and development programs including, without limitation, the General Constable Development Program and career path planning. The Parties are also committed to promoting fairness, transparency, and equity in the process of career development within the Service.

These are just some of the examples of the results that can come from the joint partnership between the Association, the Board, and the Service. The parties have also continued to work to bring about considerable improvements to shift schedules, while maximizing the ability for the Service to be where the public needs it the most; ensuring a clear understanding around those circumstances which necessitate the use of two officer cars; and the Association's management of paid duty.

The Association, the Board, and the Service are dedicated to strengthening confidence in policing in the City of Toronto. These types of joint efforts have resulted in improved service for Toronto, including improvements in response times. The Parties have worked together to ensure that changes and improvements to community safety services also address the safety, needs and well-being of our members.

I am writing to confirm the Association's ongoing commitment to partnering with the Board and the Service to bring about improved delivery and effectiveness of policing services, so long as this does not compromise public safety, or the safety of our members. These modernizing steps, in order to work, must also be based on reliable evidence and data.

The more than 8,000 members of the Association play a critical role in the frontline delivery of policing in Toronto, and are important to the success of the Service. As the voice of the front line, the Association, where appropriate, will work with the Service and Board to educate our members and promote those improvements and efficiencies that make sense.

As always, the Association will continue to advocate for the preservation of reasonable and fair compensation and working conditions for our members who we believe must be seen as leaders in policing. We look forward to continuing our constructive working relationship with the Service and the Board.

Yours truly,

TORONTO POLICE ASSOCIATION

A handwritten signature in black ink that reads "CCampbell". The signature is written in a cursive, flowing style with a period at the end.

Clayton Campbell

President

APPENDIX A SHIFT SCHEDULES

The Parties agree to adopt the 5/4 (12-hour shift) and 7&7 pilot shift schedule accords currently in operation for Divisional and Traffic Services Uniform members into Appendix "A" of the Uniform Collective Agreement.

The alignment of the outstanding CIBs to the PRU shift schedules, in each division, will be referred to the Joint Shift Schedule Committee to address by the end of the first shift schedule cycle in January 2026.

The Parties agree to renew and update existing MOUs pertaining to Compressed Work Week and Revised Shift Schedules to include civilian and specialized unit pilot shift accords currently in operation.