Uniform Collective Agreement
2025 - 2029

FINAL 7AUG2025

THIS AGREEMENT made on the 19th of February, 2025; and ratified on March 28, 2025.

BETWEEN:

THE REGIONAL MUNICIPALITY OF DURHAM POLICE SERVICE BOARD
(hereinafter called the "Board")

OF THE FIRST PART

- AND -

THE DURHAM REGIONAL POLICE ASSOCIATION, on behalf of the Uniform Members of the Durham Regional Police Service
(hereinafter called the "Association")

OF THE SECOND PART

WHEREAS it is desirable that an agreement be entered into by the parties embodying the terms and conditions of employment with respect to sworn Members, of the Region of Durham **commencing January 1, 2025 and ending December 31, 2029.**

I N T R O D U C T I O N

NOW THEREFORE THIS AGREEMENT WITNESSETH:

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ARTICLE 1 - DURATION OF AGREEMENT

1.01 This Agreement is effective January 1, 2025, and will remain in force until December 31, 2029, and thereafter until replaced by a new collective agreement. If either party to this Agreement wishes to amend or otherwise alter or revise any Article, it will so indicate to the other party in writing not more than ninety (90) days and not less than thirty (30) days prior to the expiry date of the Agreement, its intention to amend, alter or revise the Agreement. This Agreement will inure and be binding upon not only the parties hereto, but also their respective successors and assigns, except as expressly noted herein.

ARTICLE 2 - DEFINITIONS

2.01 Except where a contrary intention appears, the following definitions will be:

(a) "Association" means the Durham Regional Police Association.

(b) "Board" means the Regional Municipality of Durham Police Service Board.

(c) "calendar year" means a period of twelve (12) consecutive months commencing January 1st and ending December 31st.

(d) "Chief" means the Chief of Police of the Durham Regional Police Service.

(e) *Community Safety and Policing Act"* means the *Community Safety and Policing Act,* 2019, S.O. 2019, c. 1, Sched. 1, as amended from time to time, together with the Regulations thereto, as amended from time to time.

(f) "Active Service" includes pregnancy/parental leave, secondments, leave due to sickness or injury.

(g) "Divisional Commander" means the first Senior Officer in the Member's chain of command.

(h) "fully qualified Member" means a fully trained Member approved for independent patrol after having successfully completed the applicable coaching program with a Qualified Coach Officer. A fully trained constable having prior police experience with an accredited Police Service will be deemed to be a fully qualified Member, unless deemed otherwise by the Chief.

(i) "fully trained" means a Member who has successfully completed and graduated from the Recruit Training Course at the Ontario Police College (Aylmer), or equivalent, and has been sworn in as a Durham Regional Police Constable.

(j) "Member" means a Police Officer of the Durham Regional Police Service, save and except the Chief of Police, Deputy Chiefs of Police, and Senior Officers.

(k) "Pay Duty" means any Police service undertaken for any private individual or corporation apart from regular Police duty.

(l) "Personnel File" means all documentation within the possession or control of

the Chief of Police or the Regional Municipality of Durham Police Service Board, which directly relates to a Member.

(m) "*Police Services Act*" means the *Police Services Act*, R.S.O. 1990, c. P.15, as amended from time to time, together with the Regulations thereto, as amended from time to time.

(n) "Regional Corporation" means the Regional Municipality of Durham as set out in Bill 162.

(o) "regular rate of pay" means the rate of pay specified for the classification of such position in Article 17.

(p) "Retiree" means a Member who is eligible and exercises the right to receive a pension under the *Ontario Municipal Employees Retirement Act*, and regulations thereunder ("OMERS").

(q) "Senior officer" is as defined under the *Community Safety and Policing Act,* 2019, as amended, (i.e., a Member of a police force who has the rank of inspector or higher or is employed in a supervisory or confidential capacity).

(r) "Seniority" and "service" means the period of service which a Member has acquired from their last date of hiring as a Member either with the Durham Regional Police Service or any Service which has been amalgamated into and now comprises part of the Durham Regional Police Service. For the purposes of Article 39.02 (Service Badge) and Article 27 (Annual Leave), cadet and civilian time, including full time and part time, is recognized as continuous service from first date of hiring.

(s) "Service" means the Durham Regional Police Service.

(t) For purposes of Article 22.03 and Article 15, "Continuous Active Service" will be defined as the number of years of service starting from the sworn date of hire as a constable. Active service includes pregnancy/parental leave, secondments, leave due to sickness or injury. Continuous Active Service does not include time while on leave of absence (other than time granted by the Board in accordance with Article 8.04(a)), unauthorized or unpaid leave, time a member is absent while on long-term disability, previous time served in the capacity of a civilian or special constable.

ARTICLE 3 - RECOGNITION AND SCOPE

3.01 All Members are covered by this Agreement.

3.02 Wherever the singular or masculine is used in this Agreement it will be considered as if the plural or feminine has been used where the context so requires.

3.03 Wherever references to the Chief of Police appear in this Agreement, the Chief's right to delegate his/her responsibilities to a designate is presumed.

ARTICLE 4 - RELATIONSHIP

4.01 The parties agree that any eligible Member of the Service, who is not otherwise excluded in accordance with the *Community Safety and Policing Act*, will become a Member of the Association provided that the Association will not, at any time through any of its Members or representatives exercise or practice upon Members of the Service any intimidation, interference, restraint or coercion.

4.02 All terms and conditions of this Agreement apply to all Members who are subject to this Agreement.

4.03 There will be no discrimination, interference, restraint or coercion exercised or practiced by the Board or any of its representatives with respect to any Members because of their relationship with or connection with the Association, and the Board will not discourage Membership in the Association for those Members who are eligible to join it.

4.04 The amount of the Membership dues to the Association will be deducted from the pay of each Member of the Service covered by this Agreement, to provide for the proper operation of the Association. Such deduction will be remitted along with a list of Members and amounts so deducted to the Secretary Treasurer of the Association. The amount deducted shall be determined by the Constitution of the Association and the Association shall advise the Board of said amount and any changes made thereto. Such deduction will be made irrespective of whether any Member is or is not a Member of the Association and will continue so long as not less than fifty percent (50%) of such Members belong to the said Association, provided that the Board will not incur any liability to any Member for having made such deductions unless satisfactory evidence has been delivered to the Secretary of the Board proving that less than fifty percent (50%) of the Members of the Service are Members of the Association.

4.05 A member may request the representation of the Association at any meeting where discipline may be imposed, during a workplace investigation meeting and/or an attendance management program meeting. Management will provide the Association with at least 48 hours' notice of the meeting and the onus will be on the Association to have a representative available for the meeting as scheduled by Management.

4.06 An Association representative will be allowed a two-hour period, inclusive of a one-hour lunch period, with new recruits during the orientation course to discuss workings of the Association. It is understood that a member of the senior leadership team may attend the Association's orientation period.

ARTICLE 5 - MANAGEMENT RIGHTS

5.01 (a) The Association and its Members recognize and acknowledge that, subject to the provisions of the *Community Safety and Policing Act*, 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, arbitrary or capricious manner then such a claim may be the subject of a grievance under the provisions of the grievance procedure outlined in this Agreement or dealt with under procedures within the exclusive jurisdiction of the Ontario Police Arbitration and Adjudication Commission, as prescribed by the *Community Safety and Policing Act.*

(c) The Board will not exercise any of the functions set out in this Article in a manner inconsistent with the provisions of this Agreement or the *Community Safety and Policing Act.*

5.02 Nothing in this Agreement will be construed as imposing any personal liability upon an individual who, from time to time, is a Member of the Board.

ARTICLE 6 - COMPLAINTS AND GRIEVANCE PROCEDURE

6.01 The parties agree that complaints and grievances relating to this Agreement or working conditions generally will be adjusted as quickly as possible.

6.02 Subject to the rights and procedures provided by and under the *Community Safety and Policing Act* the parties agree to the complaint and grievance procedure set out below where:

a) a difference arises between the parties relating to the interpretation, application or administration of this Agreement or of a decision or award of an arbitrator or Board of Arbitration; or

b) an allegation is made that such agreement or decision or award has been violated.

STEP 1

When a Member has a complaint regarding an alleged breach of the collective agreement, the Member will within thirty (30) days of such occurrence convey to their immediate supervisor a written statement setting out the facts relevant to the complaint. The Member and the immediate supervisor will make every attempt to resolve the problem at this step. The immediate supervisor will, after consultation with the Divisional Commander, render and deliver to the Member a written decision within twenty-one (21) days.

STEP 2

Failing satisfactory settlement under Step 1, the Member will within twenty-one (21) days of receiving the Immediate Supervisor's decision communicate his or her complaint in writing to the fulltime representative of the Association and advise as to his or her wishes with respect to the handling of the complaint.

STEP 3

If in the opinion of the Association the complaint is warranted, it will, within twenty-one (21) days of such communication, present a grievance to the Chief. The Chief will, within twenty-one (21) days of receiving such grievance, render a decision in writing to the Association.

STEP 4

Failing satisfactory settlement under Step 3 the Association may, within twenty-one (21) days, present such grievance to the Board for consideration at its next meeting, provided that the grievance is submitted ten (10) days prior to that meeting. If this timeline is not met, the Board may, at its discretion, decline to consider the grievance at its meeting, and instead consider it at its next regular meeting. The Board will, within ten (10) days of such meeting, communicate its written decision in respect of the matter to the Association.

STEP 5

The Association may, within fifteen (15) days, after receipt of the written decision of the Board or Chief, require that the grievance be submitted to a single Arbitrator by notifying the Board in writing of its desire to do so. If the Board and the Association do not, within twenty-one (21) days, agree upon a single arbitrator, the appointment of a single arbitrator will be made by the Solicitor General of Ontario upon request by either party. The decision of the arbitrator is final and binding upon the parties. An Arbitrator set up under Step 5 of the Grievance Procedure will not have power to add to, subtract from, alter, modify or amend any part of this Agreement, nor otherwise make any decision inconsistent with this Agreement.

Policy Grievance

The Board or Association may lodge a grievance in writing with the other party on any difference between the parties concerning the general interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable. Any such issue will be dealt with under the provisions of the *Community Safety and Policing Act*.

Any grievance which may be filed as an individual grievance will not be filed as a policy grievance hereunder.

6.03 The aggrieved Member is entitled through the Complaints and Grievance Procedure herein, to have present on his or her behalf an Association representative or Counsel at any time.

ARTICLE 7 - LEGAL INDEMNIFICATION

7.01 Where a Member of the Service is charged with a criminal or statutory offence flowing from his or her police duties and is subsequently acquitted of such charges, the Member will be reimbursed for any reasonable and necessary legal expenses incurred as a result of acts done in good faith performance of his/her duties.

7.02 With the approval of the Chief, a Member who is a subject of an S.I.U. investigation will be provided with a lawyer for the initial investigation.

7.03 Payment for legal counsel shall be subject to the following maximum amounts:

- Senior Counsel - $500/hour
- Intermediate Counsel - $300/hour
- Junior Counsel - $200/hour
- Students-at-law - $100/hour
- Law Clerks - $75/hour

For the purpose of the indemnification items, "reasonable legal costs" means the amount of fees and disbursements charged by the solicitor retained by a Member provided that the Board may require that the legal account be assessed by a solicitor designated by the Chief who will review the reasonableness of the legal costs in accordance with the provisions of the *Solicitor's Act,* c. S.15.

ARTICLE 8 - ASSOCIATION LEAVE

8.01 (a) Executive Members of the Association will be allowed a total of thirty-five (35) days off (to a maximum of 420 hours) each year to attend the Police Association of Ontario and Canadian Police Association's meetings. No more than seven (7) Members will be absent for this reason at any one time. Any time required in excess of thirty-five (35) days will be allowed, subject to the needs of the Service, and the Board will be reimbursed by the Association at the rate of pay for the respective rank.

(b) At the discretion of the Chief additional days off without loss of pay may be granted for the purpose of travel.

8.02 Any Member who is elected to the Board of Directors of the Police Association of Ontario or Canadian Police Association will be granted, if required, twenty-four (24) working days (to a maximum of 288 hours) each year to attend such meetings of the board. This Article is applicable to one (1) Member of the Association and will not exceed five (5) days off (or 60 hours) in any calendar month.

8.03 Members of the Bargaining Committee, Executive Council, and the Board of Directors of the Association will be permitted time off to attend their respective meetings to a maximum of eight hundred and fifty (850) hours per calendar year, provided the time off does not restrict the operation of the Service. The time allocated by the Association to attending Joint committees, bargaining sessions, promotional panels, committees required by legislation, and any other committee to which the Association is invited by the Service shall not count toward the eight hundred and fifty (850) maximum hours. Such time off may be granted by the Chief on reasonable notice being given, and will be granted only to Members who are on duty or scheduled for duty at the time of the meeting for which the Members' presence is required, and such Members will return to complete their scheduled tour of duty upon the completion of the meeting for which their presence was required. Reconciled reports on the number of hours of Association leave will be provided monthly to the Office of the Chief of Police.

8.04 (a) The Board will grant a leave of absence from the Service for up to three (3) Members selected by the Association. This leave of absence will be without pay and the Member so selected will be considered a full time Member of the Service and entitled to the accumulation and debits of his or her sick leave credits, seniority rights, and all other benefits under the Agreement. As such, he or she will receive remuneration, based on the salary structure assigned by the Association, from the Board and the Board will invoice the Association on a monthly basis for all costs.

(b) The parties understand that Members do not accrue statutory or vacation leave credits while on Association leaves. Any liabilities for such time are between the Member and the Association.

8.05 The leave time allowed under this Article will be a global maximum to be allocated between Civilian and Uniform bargaining units as determined by the Association, subject to the needs of the Service. Any leave time taken by a Member under the civilian collective agreement will be deducted from that available under this Agreement, and vice-a-versa.

8.06 Time off allowed under this Article will be interpreted in accordance with the Member's regularly scheduled shift, be it eight, ten or twelve hours.

ARTICLE 9 - BARGAINING COMMITTEE

9.01 The Board acknowledges the right of the Association to appoint or otherwise select a Bargaining Committee of not more than five (5) Police Officers who are Members of the Service (referred to in the Agreement as the "Bargaining Committee") and will recognize and deal with this committee with respect to any matter arising from time to time during the term of this Agreement. A representative or agent of the Association may participate in such negotiations, but only in an advisory capacity, and if requested to do so by either party.

9.02 It is clearly understood that the Bargaining Committee will deal with only such matters as are properly the subject of negotiations, including proposals for the renewal or modification of this Agreement, at the proper time.

9.03 When the Members of the Bargaining Committee are meeting with the Board and scheduled for a shift other than day shift, the Members of the Bargaining Committee will be rescheduled to work day shift on that day and time off be allowed to meet with the Board for any negotiations, arbitration or other functions between the Board and the Association.

ARTICLE 10 - BENEFITS

10.01 The Board will make the following coverages available to each Member consistent with the rules and regulations of the various benefit plans. It is recognized that the cost to the Board, for providing Members with deceased Members' benefits, pregnancy and parental leave benefits, and retired Members' deceased benefits is in excess of their share of the premium rebate from the Employment Insurance Commission for having a sick leave plan. The full premium rebate allowed by the Employment Insurance Commission will therefore be retained by the Board.

The Board will pay one hundred percent (100%) of the premium cost of the benefit plans as set out in Article 10.01 for all active Members.

(a) **Dental**

A non-deductible dental care plan including an annual maximum for basic and restorative expenses of three thousand dollars ($3,000) and subject to the following:

(i) The plan will provide that adult and children age 12 and over recall examinations will be covered once every nine (9) months. The recall period for child dependents under age 12 will be covered once every six (6) months.

(ii) Effective January 1, 2024, restorative dental services will be reimbursed on an eighty/twenty (employer/member) co-insured basis.

(iii) Orthodontia coverage for dependent children will be on a fifty/fifty basis to a lifetime maximum of three thousand dollars ($3,000). Orthodontia coverage for the Member and spouse will be on a fifty/fifty basis to a lifetime maximum of three thousand dollars ($3,000).

(iv) Specialist's fees for the extraction of wisdom teeth are covered.

(v) The plan will reimburse in accordance with the current ODA fee guide for general practitioners.

(vi) Dental coverage will include coverage for dental implants.

(b) **Extended Health Care**

Extended health care under the current Canada Life insurance program or equivalent plan as it may change from time to time, subject to the following:

(i) Vision care coverage will be provided to a maximum of four hundred and twenty-five dollars ($425) once every two years. This coverage can be applied to laser eye surgery. Vision care coverage may be applied for the cost of eye examination. Effective January 1, 2026, increase to a maximum of four hundred and fifty dollars ($450) once every two years.

Effective January 1, 2027, increase to a maximum of five-hundred dollars ($500) every two years.

Effective January 1, 2028, increase to a maximum of five hundred and twenty-five dollars ($525) every two years.

(ii) Semi-private hospital coverage. In the unique situations where treatment will be expedited with private care coverage, Members can make application to the Board for consideration.

(iii) Chiropractic, naturopathic, osteopathic, and podiatrist coverage will be fifty ($50) dollars per visit to a maximum of four hundred and fifty ($450) dollars per medical specialist listed, per calendar year. Effective January 1, 2026, increase per visit coverage to seventy-five ($75) dollars.

Therapeutic massage coverage will be $75 per visit to a maximum of seven-hundred ($700) dollars per year. Effective January 1, 2026, increase per visit coverage to one-hundred ($100) dollars.

Physiotherapy coverage will be a maximum of three thousand dollars ($3000) per calendar year. Physiotherapy required as a result of a WSIB claim will not count toward the three thousand dollars ($3,000) maximum.

(iv) Specialist's coverage for emergencies outside of the province is included.

(v) Hearing aid coverage will be provided to a maximum of five hundred dollars ($500) every five years.

(vi) The plan will provide for the mandatory dispensing of generic drugs whenever such drugs are available unless the prescribing doctor provides written instructions against generic substitution. Those written instructions must clearly indicate that the generic substitution is not suitable based on medical necessity and not Member and/or doctor preference.

(vii) The plan will provide for a maximum drug dispensing fee of ten dollars ($10) per prescription.

(viii) The Board undertakes to maintain a preferred provider network within the Region in respect of professional pharmacists' fees.

(ix) Every member shall receive a Health Care Spending Account in the amount of three-hundred and twenty-five ($325) dollars per year which may be utilized to supplement medical expenses in accordance with the existing health care Benefit plan and/or in accordance with the Canada Revenue Agency Medical and Dental eligible expenses. Such Health Care Spending Account shall not be cumulative from year to year.

Effective January 1, 2026, increase health care spending account to $500.

Effective January 1, 2027, increase health care spending account to $600.

Effective January 1, 2028, increase health care spending account to $750

(x) Orthotics coverage will be a maximum of five hundred and fifty dollars ($550) every two years for adults.

(xi) Private nursing shall be provided with a fifty thousand dollars ($50,000) lifetime maximum.

(xii) The Psychology benefit shall include psychotherapist, social worker and occupational therapist (when related to mental health/support treatment only).

(xiii) Effective January 1, 2022, payment for continuous glucose monitor for the member and dependents. Coverage includes Flash Glucose monitoring ("FGM"), however, Members and/or their dependents can only make a claim for one of these devices, not both, given the devices serve the same underlying purpose. For clarity, if a member or their dependent has received coverage for a continuous glucose monitor ("CGM"), they cannot also make a claim for FGM and vice versa, until such time that the dependent would be eligible to receive a new monitor, at which point they could be prescribed one or the other, but not both.

(c) **Liability Insurance**

The Board will provide and pay the full premium cost of liability insurance to cover awards for both property damage, and personal injury damage which may be

assessed against any Member, including partial indemnity costs, within the meaning of the *Rules of Civil Procedure*, in any civil action against such Member while in the good faith performance of his or her duties.

(d) **Life Insurance**

(i) A group life insurance plan that will give each Member two times basic annual earnings rounded to the next higher one thousand dollars ($1,000) to a maximum of two hundred and fifty thousand dollars ($250,000). Accidental death and dismemberment provision based on six times the Member's basic annual earnings rounded to the next higher one thousand ($1,000) dollars to a maximum of seven hundred thousand and fifty thousand ($750,000) dollars.

(ii) Coverage will be as described in an appendix to this Agreement, and the Board will pay the entire cost of such coverage.

(iii) For clarity purposes, the parties agree that if a Member dies from natural causes the group life insurance plan will provide two times base salary. In the event of the accidental death of a Member, on or off duty, the group life insurance plan will provide six times the Member's basic annual earnings. Life insurance and Accidental Death provisions cover all active members regardless of age.

(iv) Members will have the option to purchase additional life insurance coverage through the Board's insurance carrier for as long as the carrier provides such an option, upon the terms, conditions and limitations set by the carrier. It is understood that coverage is based on units of $10,000 to a maximum of $200,000. Rates and terms and conditions are subject to change. For the purpose of clarity, the Member shall bear the entire cost of premiums for any optional life insurance and shall make payment through payroll deduction. Optional Life Insurance coverage terminates the earlier of the insured member's age (65) or the member's retirement.

(e) **Long Term Disability**

(i) A long term disability plan providing a monthly benefit after the waiting period of 180 consecutive calendar days, in the amount of sixty-six and two-thirds (66 2/3%) percent of monthly salary to a maximum monthly benefit that is equivalent to 66 2/3% of the Staff Sergeant's monthly salary as of December 31, 2024, subject to the following:

(ii) Long Term Disability benefits will be based on the Member's salary at time of disability, except if there is a salary increase for the Member's rank within six months of the Member commencing disability in which case the long term disability benefit will be based on the increased salary for the Member's rank.

(iii) Subject to the requirements of the Human Rights Code, Members on long term disability will cease to accumulate vacation pay credits or statutory holiday payments, so long as such Member remains on long term disability.

(iv) Cost of living increases are not included in the Long-Term Disability Plan.

(f) **Ontario Health Insurance Coverage**

10.02 The benefits under Article 10.01 will not be reduced without the Association's prior written consent. The identity of the benefits carrier may be changed provided the Board consults with the Association prior to the change.

10.03 The Board will provide copies of the master contracts to the extended health care plan, long term disability plan, group life insurance plan and dental care plan to the Association. Any changes in these policies will be forwarded to the Association as soon as is practicable.

10.04 In the event any insurance company alters the out-of-province coverage the parties agree to open negotiations regarding this matter.

ARTICLE 11 - PREGNANCY AND PARENTAL LEAVE

11.01 Members will be entitled to pregnancy and parental leave in accordance with the provisions of the *Employment Standards Act*. A Member intending to receive such benefits must notify the Service in writing two weeks prior to the commencement date of the intended leave. A Member on pregnancy or parental leave will receive benefits provided under Article 11.02. Notwithstanding the provisions of the *Employment Standards Act*, Members will receive further benefits set out in Article 11.04 for the entire period of the pregnancy or parental leave.

11.02 During pregnancy and parental leave, the Board will provide a supplementary employment insurance benefit (SEB) plan (the "SEB Plan"), as follows:

(a) During the first 1 week of the E.I. waiting period, the Member will be paid 75% of the Member's regular rate of pay;

(b) In the case of pregnancy leave, during the following 15 weeks, or shorter period if the Member returns to work, the Member will be paid at a rate of pay equivalent to the difference between the maximum E.I. pregnancy benefits available to the Member during the 15-week period and 75% of the Member's rate of pay;

(c) In the case of parental leave, during 35 weeks or shorter period if the Member returns to work, the Member will be paid at a rate of pay equivalent to the difference between the maximum E.I. parental benefits available to the Member during the 35-week period and 75% of the Member's regular rate of pay.

(d) The combined weekly payments received from the SEB Plan and the weekly rate of E.I. benefits will not exceed 75% of the Member's weekly earnings. Where a member is permitted by legislation to extend their pregnancy and/or parental leaves beyond the time frames set out in this Article, the member shall not receive any SEB top-ups for such extended periods.

(e) Members must provide proof of a letter of approval for E.I. benefits in order to receive payment under the SEB Plan, unless serving the one-week E.I. waiting period. Members must provide to Human Resources the original/copy E.I. benefit stub.

(f) During the last week of the Member's leave, the Member will be paid 75% of the Member's regular rate of pay.

11.03 Parental leave will be granted to Members in accordance with the *Employment Standards Act.*

11.04 While on pregnancy or parental leave a Member will continue to accumulate seniority and credit for service for the purposes of salary and other increments. The Board will continue to provide the Member with insurance, medical, dental, pension, police seniority premium and all other benefits specified by this Agreement, with the exception of annual leave. Upon the completion of a full year of leave the Member shall be entitled to a maximum of ninety-six hours (96) vacation, which shall be prorated in the event the leave is less than one year.

11.05 The Board will accommodate a Member who provides a certificate furnished by the Service to the Member, and completed by a legally qualified medical practitioner, requesting that the Member be offered modified duties owing to pregnancy. The certificate will provide, but may not be limited to, information that the Member is pregnant, and the restrictions and limitations the Member demonstrates with respect to her current position. If modification of her current position is not appropriate, having regard to her medical restrictions and limitations, the Member will be accommodated in a position for which she is qualified. The Member will continue to receive salary and benefits in accordance with the Agreement and consistent with statutory requirements under the *Employment Standards Act.*

ARTICLE 12 - SURVIVOR'S BENEFITS

12.01 (a) The Board will pay one hundred percent (100%) of the premium costs for Ontario health insurance coverage, extended health care and dental care for the dependents of a Member who has died, for a period of twenty-four (24) months from the Member's death.

(b) The Board will continue to pay one hundred percent (100%) of the premium costs of Ontario Health Insurance Plan and extended health care, which includes semi-private and vision care but excludes dental benefits, for the family of the Member who has died unless the spouse of the deceased Member remarries or enters into a common law relationship, or the benefits are provided by some other means or the surviving spouse reaches the age of sixty-five. Effective January 1, 2026, this entitlement will extend to age seventy-five (75) for their surviving spouse.

12.02 Where a Member dies prior to receiving his or her annual vacation in that year, the Member's estate will be paid an amount equal to the salary that would have been paid to that Member on account of annual vacation entitlement.

ARTICLE 13 - SICK LEAVE RETIREMENT BENEFIT

13.01 (a) At the time of retirement, a Member will be entitled to receive a cash payment equal to the Member's accumulated sick leave credits (in hours) multiplied by one-half of the Member's regular hourly wage rate in effect at the time of the Member's retirement. For Members joining after October 1st, 2012, the maximum payout under this provision shall be six (6) months' of the Member's salary at the time of retirement. For members hired after May 1, 2016, this article will no longer apply.

(b) In addition, provided that the Member has provided at least 90 days advance written notice of his or her retirement date to the Chief, the Member will also be entitled to cash payment equal to the Member's accumulated sick leave credits (in hours) accumulated in the last thirty-six full calendar months immediately prior to retirement multiplied by one-half of the Member's regular hourly wage rate in effect at the time of the Member's retirement. For members hired after May 1, 2016, this article will no longer apply.

Effective January 1, 2022:

In addition, provided that the Member has provided at least one hundred and twenty (120) days advance written notice of his or her retirement date to the Chief, the Member will also be entitled to cash payment equal to the Member's accumulated sick leave credits (in hours) accumulated in the last thirty-six full calendar months immediately prior to retirement multiplied by one-half of the Member's regular hourly wage rate in effect at the time of the Member's retirement. For members hired after May 1, 2016, this article will no longer apply.

ARTICLE 14 - PENSIONS

14.01 All Members will participate in the OMERS pension plan.

ARTICLE 15 - RETIREE BENEFITS

15.01 The Board will pay one hundred percent (100%) of the premium costs for Ontario health insurance coverage and extended health care for all Retirees, from the time of their retirement until age sixty-five (65).

Effective January 1, 2026, extend entitlements to age seventy (70) for those who have 10 years of Continuous Active Service with the Durham Regional Police Service. Those who are entitled to this extended premium to age 70 will be entitled to the Health Care Spending Account (at article 15.03) from age 70 to age 75.

Effective January 1, 2028, extend entitlements to age seventy-five (75) for those who have 10 years of Continuous Active Service with the Durham Regional Police Service. Any Retiree who is entitled to this extended premium to age 75 shall not be entitled to the Health Care Spending Account at Article 15.05.

For clarity: Members who retire with more than ten years of Continuous Active Service with the Durham Regional Police Service are eligible for benefits to age 70 or 75 per the above. Members who retire with less than ten years of Continuous Active Service with the Durham Regional Police Service, but with more than ten years of paid employment with a recognized Canadian Police Service, are entitled to the Health Care Spending Account set out below.

For the purposes of this Article only, Continuous Active Service spent as a full time civilian Member of the Durham Regional Police Service shall be included.

15.02 Retirees shall receive a prorated entitlement of their annual leave, as per Article 27, in the year in which they retire.

15.03 (a) Retirees with ten years of paid employment with a recognized Canadian Police Service will be eligible for an individual health care spending account ("H.S.A."). The H.S.A. will be used to reimburse Retirees for medical or dental expenses which meet Revenue Canada's definition of an allowable deductible medical or dental expense.

(b) Where the Retiree is in receipt of the H.S.A. , the amount of the H.S.A. will be to a maximum of three thousand ($3,000) dollars per year (which cannot be carried over) for each individual eligible Retiree and will be limited to the ten years immediately following the Retiree's 65th birthday. Eligibility for the H.S.A. survives the Retiree, where the Retiree was in receipt of HSA. The eligible expenses of the Retiree's eligible spouse may also be claimed against the three thousand ($3,000) dollar annual H.S.A. In order to receive reimbursement from the H.S.A. for eligible medical or dental expenses, the Retiree will be required to submit original receipts. H.S.A. is to be available for the purchase of premiums for a private Extended Health Care Insurance Plan.

Effective January 1, 2022, the H.S.A. shall be subject to annual increases equal to the Consumer Price Index (CPI). The amount of the increase will be determined in January of each year based on the previous year's CPI increase.

(c) The administration of the H.S.A. may be in accordance with the plan entered into between the Board and the plan provider. The Association will be provided with a copy of the plan, if applicable.

ARTICLE 16 - COMPASSIONATE LEAVE

16.01 (a) A Member will be allowed seven (7) calendar days off without loss of pay upon the death of the Member's spouse or child (inclusive of miscarriage), father, mother, step-father or step-mother.

(b) A Member will be allowed three (3) calendar days off without loss of pay upon the death of the following extended family Members: aunt, uncle, father-in-law, mother-in-law, sister, brother, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild, and spouse's grandparent.

(c) At the discretion of the Chief, additional time under paragraphs (a) or (b) may be granted.

(d) Upon the Member's declaration, a common-law relationship will be recognized for the purpose of granting compassionate leave.

(e) Where the death occurs during a Member's annual vacation, the Member will be entitled to three (3) calendar days of additional vacation time.

(f) Where the location of the funeral is at a distance exceeding two hundred and fifty kilometres (250) from the Member's residence, additional time off may be granted at the discretion of the Chief.

(g) In the event the day of the funeral is beyond the seven (7) calendar days or the three (3) calendar days, one of those days can be used to attend the funeral.

16.02 A Member may be granted, at the Chief's discretion, compassionate leave without loss of pay not exceeding one (1) day for persons not included in the definition of "extended family".

16.03 Time allowed off under Articles 16.01 and 16.02 will be interpreted in accordance with the Member's regularly scheduled shift, be it eight, ten or twelve hours.

ARTICLE 17 - SALARIES

17.01 Rank differentials for Members of the Bargaining Unit hired prior to January 1, 2022 will be as follows:

Staff Sergeant	125.5% of a First Class Constable's salary
Sergeant	113.5% of a First Class Constable's salary
PC 2nd Class	90% of a First Class Constable's salary
PC 3rd Class	80% of a First Class Constable's salary
PC 4th Class	72% of a First Class Constable's salary
Constable in Training	65% of a First Class Constable's salary
Cadet Class 1	50% of a First Class Constable's salary
Cadet Class 2	45% of a First Class Constable's salary

Rank differentials for Members hired on/after January 1, 2022, will be as follows:

Staff Sergeant	125.5% of a First Class Constable's salary
Sergeant	113.5% of a First Class Constable's salary
PC 2nd Class	88% of a First Class Constable's salary
PC 3rd Class	78% of a First Class Constable's salary
PC 4th Class	68% of a First Class Constable's salary
Constable in Training	55% of a First Class Constable's salary

Rank differentials for Members hired on/after May 1, 2025, will be as follows:

Staff Sergeant	125.5% of a First Class Constable's salary
Sergeant	113.5% of a First Class Constable's salary
PC 2nd Class	85% of a First Class Constable's salary
PC 3rd Class	75% of a First Class Constable's salary
PC 4th Class	65% of a First Class Constable's salary
Constable in Training	50% of a First Class Constable's salary

The annual salary of each Member of the Bargaining Unit is set forth below:

LEVEL	Jan 1st, 2025		July 1st, 2025		Jan 1st, 2026		July 1st, 2026	
	3.000%	Hrly Rate	3.500%	Hrly Rate	2.000%	Hrly Rate	2.000%	Hrly Rate
Hired Before Jan 01 2022								
PC4	$82,506.00	39.53	$85,394.00	40.91	$87,102.00	41.73	$88,844.00	42.57
PC3	$91,674.00	43.92	$94,882.00	45.46	$96,780.00	46.37	$98,716.00	47.30
PC2	$103,133.00	49.41	$106,743.00	51.14	$108,878.00	52.16	$111,056.00	53.21
PC1	$114,592.00	54.90	$118,603.00	56.82	$120,975.00	57.96	$123,395.00	59.12
SGT/DET	$130,062.00	62.31	$134,614.00	64.50	$137,307.00	65.79	$140,053.00	67.10
S/SGT D/SGT	$143,813.00	68.90	$148,847.00	71.31	$151,824.00	72.74	$154,861.00	74.20
Hired After Jan 01 2022 but before May 01 2025								
CIT	$63,026.00	30.20	$65,232.00	31.25	$66,536.00	31.88	$67,867.00	32.52
PC4	$77,923.00	37.33	$80,650.00	38.64	$82,263.00	39.41	$83,909.00	40.20
PC3	$89,382.00	42.82	$92,510.00	44.32	$94,361.00	45.21	$96,248.00	46.11
PC2	$100,841.00	48.31	$104,371.00	50.01	$106,458.00	51.01	$108,588.00	52.03
PC1	$114,592.00	54.90	$118,603.00	56.82	$120,975.00	57.96	$123,395.00	59.12
SGT/DET	$130,062.00	62.31	$134,614.00	64.50	$137,307.00	65.79	$140,053.00	67.10
S/SGT D/SGT	$143,813.00	68.90	$148,847.00	71.31	$151,824.00	72.74	$154,861.00	74.20
Hired After May 01 2025								
CIT	$57,296.00	27.45	$59,302.00	28.41	$60,488.00	28.98	$61,698.00	29.56
PC4	$74,485.00	35.69	$77,092.00	36.94	$78,634.00	37.67	$80,207.00	38.43
PC3	$85,944.00	41.18	$88,952.00	42.62	$90,731.00	43.47	$92,546.00	44.34
PC2	$97,403.00	46.67	$100,813.00	48.30	$102,829.00	49.27	$104,886.00	50.25
PC1	$114,592.00	54.90	$118,603.00	56.82	$120,975.00	57.96	$123,395.00	59.12
SGT/DET	$130,062.00	62.31	$134,614.00	64.50	$137,307.00	65.79	$140,053.00	67.10
S/SGT D/SGT	$143,813.00	68.90	$148,847.00	71.31	$151,824.00	72.74	$154,861.00	74.20

LEVEL	Jan 1st, 2027		July 1st, 2027		Jan 1st, 2028		July 1st, 2028	
	1.750%	Hrly Rate	1.750%	Hrly Rate	1.500%	Hrly Rate	1.500%	Hrly Rate
Hired Before Jan 01 2022								
PC4	$90,399.00	43.31	$91,981.00	44.07	$93,360.00	44.73	$94,761.00	45.40
PC3	$100,443.00	48.12	$102,201.00	48.97	$103,734.00	49.70	$105,290.00	50.45
PC2	$112,999.00	54.14	$114,976.00	55.09	$116,700.00	55.91	$118,451.00	56.75
PC1	$125,554.00	60.15	$127,751.00	61.21	$129,667.00	62.12	$131,612.00	63.06
SGT/DET	$142,504.00	68.28	$144,997.00	69.47	$147,172.00	70.51	$149,380.00	71.57
S/SGT D/SGT	$157,570.00	75.49	$160,328.00	76.81	$162,732.00	77.97	$165,173.00	79.14
Hired After Jan 01 2022 but before May 01 2025								
CIT	$69,055.00	33.08	$70,263.00	33.66	$71,317.00	34.17	$72,387.00	34.68
PC4	$85,377.00	40.91	$86,871.00	41.62	$88,174.00	42.25	$89,496.00	42.88
PC3	$97,932.00	46.92	$99,646.00	47.74	$101,140.00	48.46	$102,657.00	49.18
PC2	$110,488.00	52.94	$112,421.00	53.86	$114,107.00	54.67	$115,819.00	55.49
PC1	$125,554.00	60.15	$127,751.00	61.21	$129,667.00	62.12	$131,612.00	63.06
SGT/DET	$142,504.00	68.28	$144,997.00	69.47	$147,172.00	70.51	$149,380.00	71.57
S/SGT D/SGT	$157,570.00	75.49	$160,328.00	76.81	$162,732.00	77.97	$165,173.00	79.14
Hired After May 01 2025								
CIT	$62,777.00	30.08	$63,876.00	30.60	$64,834.00	31.06	$65,806.00	31.53
PC4	$81,610.00	39.10	$83,038.00	39.78	$84,284.00	40.38	$85,548.00	40.99
PC3	$94,166.00	45.12	$95,813.00	45.91	$97,250.00	46.59	$98,709.00	47.29
PC2	$106,721.00	51.13	$108,588.00	52.03	$110,217.00	52.81	$111,870.00	53.60
PC1	$125,554.00	60.15	$127,751.00	61.21	$129,667.00	62.12	$131,612.00	63.06
SGT/DET	$142,504.00	68.28	$144,997.00	69.47	$147,172.00	70.51	$149,380.00	71.57
S/SGT D/SGT	$157,570.00	75.49	$160,328.00	76.81	$162,732.00	77.97	$165,173.00	79.14

LEVEL	Jan 1st, 2029		July 1st, 2029	
	1.250%	Hrly Rate	1.250%	Hrly Rate
Hired Before Jan 01 2022				
PC4	$95,945.00	45.97	$97,145.00	46.54
PC3	$106,606.00	51.08	$107,938.00	51.71
PC2	$119,931.00	57.46	$121,431.00	58.18
PC1	$133,257.00	63.84	$134,923.00	64.64
SGT/DET	$151,247.00	72.46	$153,138.00	73.37
S/SGT D/SGT	$167,238.00	80.13	$169,328.00	81.13
Hired After Jan 01 2022 but before May 01 2025				
CIT	$73,291.00	35.11	$74,208.00	35.55
PC4	$90,615.00	43.41	$91,748.00	43.96
PC3	$103,940.00	49.80	$105,240.00	50.42
PC2	$117,266.00	56.18	$118,732.00	56.89
PC1	$133,257.00	63.84	$134,923.00	64.64
SGT/DET	$151,247.00	72.46	$153,138.00	73.37
S/SGT D/SGT	$167,238.00	80.13	$169,328.00	81.13
Hired After May 01 2025				
CIT	$66,629.00	31.92	$67,462.00	32.32
PC4	$86,617.00	41.50	$87,700.00	42.02
PC3	$99,943.00	47.88	$101,192.00	48.48
PC2	$113,268.00	54.27	$114,685.00	54.95
PC1	$133,257.00	63.84	$134,923.00	64.64
SGT/DET	$151,247.00	72.46	$153,138.00	73.37
S/SGT D/SGT	$167,238.00	80.13	$169,328.00	81.13

Where a Special Constable employed by the Service for three (3) or more years of Active Service obtains employment with the Service as a Police Constable, they shall maintain their Special Constable rate of pay. This rate shall be red circled until such time as the rate of pay as a Police Constable surpasses their frozen Special Constable rate of pay.

17.02 (a) Annual increments will be paid sufficient to advance Fourth Class Constable to Third Class Constable on completion of fourteen (14) months of service with the Service; Third Class Constable to Second Class Constable on completion of twenty-eight (28) months of service; Second Class Constable to First Class Constable on completion of forty-two (42) months of service. For Members hired after May 1, 2025, annual increments will be paid to advance Fourth Class Constable to Third Class Constable on completion of sixteen (16) months of service; Third Class Constable to Second Class Constable on completion of thirty-two (32) months of service: Second Class Constable to First Class Constable on completion of forty-eight (48) months of service.

(b) An annual increment will be paid sufficient to advance Cadet Second Class to Cadet First Class on completion of one (1) year of service

(c) Nothing in this Agreement will limit or restrict the power of the Board to promote or

demote a Member, consistent with the provisions of the *Community Safety and Policing Act*, including the promotion or demotion from one class to another at any time for sufficient cause.

17.03 Recruits who are hired to attend the Ontario Police College will be Constables in Training until such time as they have successfully completed Basic Constable Training at the Ontario Police College, completed all applicable Durham Regional Police Recruit Training and have been sworn in as 4th class constables.

17.04 The salaries of Members will be paid bi-weekly by Direct Deposit to a Financial Institution of the Member's choice, every other Thursday. Deductions slips showing the salary and deductions will be accessible to the Members in the same week that their pay is deposited in a financial institution. For new Members hired after January 1, 2020, the bi-weekly payment shall be made in arrears.

ARTICLE 18 - HOURS OF WORK

18.01 (a) Subject to subparagraph 18(d) below, the normal weekly period of duty that a Member is required to perform will be of five (5) consecutive days duration and each daily tour of duty will consist of eight (8) consecutive hours, including a forty-five (45) minute lunch period where the requirements of the service permit. Where the requirements of the service do not permit a lunch period, lost time will be credited to overtime at straight time rates

(b) A tour of duty will mean the eight, ten or twelve hour shifts the Member is normally scheduled to work.

(c) Lunch periods will be: 45 minutes for 8-hour shifts
55 minutes for 10-hour shifts
70 minutes for 12-hour shifts

(d) It is agreed between the parties that the compressed work week will continue for the term of this agreement.

18.02 Members will receive two (2) consecutive days off each week, unless otherwise stipulated in a shift schedule as mutually agreed upon. The Chief will use his/her best efforts, subject to the needs of the Service, to schedule Members at least one (1) weekend off in three (3).

18.03 Members will not be required to work on stand-by basis; this prohibition does not apply to members assigned to the specialty units identified in Article 22.06.

18.04 For the purpose of computing entitlements under this Collective Agreement, the hours of a shift are deemed to fall on the day the shift commences.

18.05 The scheduling of Members to attend Mandatory Block Training will allow the Member twenty-four (24) hours off, at minimum, immediately prior to or immediately following this training. The total number of hours a Member is required to attend Mandatory Block Training will not exceed the total number of hours the Member was scheduled to work on his or her normal shift schedule, without the benefit of overtime, if any, which will be determined in accordance with the Member's regular shift schedule.

ARTICLE 19 - STAFFING

19.01 (a) Units deployed for uniform patrol function will be staffed, at minimum, by one fully qualified Member. A minimum of thirty-eight (38) such units will be deployed from the Day Shift complement.

(b) Units deployed for two-Member uniform patrol function will be staffed, at minimum, by one fully qualified Member and one fully trained Member who has completed a minimum of eight (8) shifts with a Qualified Coach Officer. A minimum of nineteen (19) such units will be deployed from the Night Shift complement between the hours of 2000 hours and 0400 hours.

It is understood that changeover from night to day minimum is 0400 and days to nights is 1900.

CONSTABLE DEPLOYMENT

	DAYS	NIGHTS	2 OFFICER UNITS
	0600-1800 0700-1900	1600-0400 1900-0700	**From Night Shift Complement** 2000-0400
Clarington	6	8	3
Oshawa	12	18	6
Whitby	6	8	3
Ajax/Pickering	8	12	4
N. Durham	6	8	3
REGION:	38	54	19

19.02 (a) All prisoner escorts of adults outside the Region, done by a Court Security Officer, shall be accompanied by an armed police officer.

(b) Adult prisoner escorts within the Regional Municipality of Durham will consist of two (2) Court Security Officers. Fully trained uniform Members may be substituted.

(c) Young Offender escorts, whether inside or outside the Regional Municipality of Durham, will consist of two (2) Court Security Officers. Fully trained uniform Members may be substituted.

(d) Where the escort presents a risk to Member safety, such escorts will be performed by two (2) fully trained uniform Members.

19.03 (a) Shift schedules for ninety (90) day periods, which apply to the Members herein, will be posted electronically and will be available to Members when required by such individual Member. It is understood that management may reasonably change the posted schedule from time to time as a result of operational need. Any members impacted by such a change will be provided with as much reasonable notice as possible in the circumstances. If a change to the posted schedule results in a Member being transferred to a new Unit or Platoon on other than a temporary basis, the Service will endeavour to provide at least thirty (30) calendar day notice to the impacted member(s).

(b) This posting requirement will not apply to Members working any mutually

implemented shift schedule.

19.04 Breathalyzer Officers, upon the completion of five (5) years' service, may apply to be relieved of the duties relevant to the Breathalyzer Officer. The Chief, subject to the needs of the Service, will grant the request.

ARTICLE 20 - LAY OFF & RECALL

20.01 Lay-offs will be made in reverse order of seniority. For the purpose of this section, seniority is defined as the length of service of a Member with the Service commencing from the date of hiring of a Member, and includes any leaves of absence, long term disability or extended sick leaves. Recalls will be on a seniority basis. Probationary Members and Members laid off for more than two (2) years will have no recall rights.

ARTICLE 21 - OVERTIME & RECALL TO DUTY

21.01 Any Member required to work over the regularly scheduled hours of his or her normally scheduled shift in one day, or required to work on off-duty days, will be granted time and one-half (1 ½) for any hour or part thereof so worked. Such overtime will be taken as time off or pay in lieu thereof, at the discretion of the Member, subject to the needs of the Service.

All overtime balances will be fully cleared out on or around July 1st and December 31st of each year and no carry over of those balances shall be permitted into the following year. Such balances shall be paid out at the rate of pay at the time the overtime was earned.

21.02 (a) Any Member who completes his or her normally scheduled tour of duty without being required to continue working, and is thereafter directed by management to travel to a physical location to perform duties while off-duty will be paid at the rate of time and one-half, and in any case will receive not less than five (5) hours at straight time rates. Additional or successive recalls commencing and concluding within the five (5) hour recall period shall be regarded as part of the original recall.

Any Member who is recalled to duty by management while off duty, but is not required to travel, will be paid at the rate of time and one-half (1 ½), and in any case will not receive less than two (2) hours of straight time rates for the recall. Additional or successive recalls commencing and concluding within the two (2) hour recall period shall be regarded as part of the original recall. Such Members will be required to formally log any such remote work forthwith.

(b) This overtime rate will commence from the time the Member is ordered to report to duty, provided such Member reports to duty immediately or as soon as is practicable after being ordered to report to duty. When the Member is not ordered to report to duty immediately, the rate will commence when the Member arrives at the assigned location.

21.03 All Members will be given at least eight (8) hours off between tours of duty, except in cases of emergency. If a Member is not given eight (8) hours off between tours of duty, then such Member will receive a credit of two (2) hours at straight time.

21.04 Members who are transferred, promoted, or otherwise experience a change in their

annual salary, will immediately have their overtime bank valued in accordance with such new rate. The valuation of hours will result in an adjustment in the time accrued, with the adjusted balance being payable at the new rate or used as time off as per existing contract. The total monetary value of previously accrued time will not change upon transfer, promotion or other form of salary change.

21.05 If a Member has booked off a scheduled shift, for whatever reason, they shall be removed from the overtime call out list for 12 hours following the shift and shall not be called in for overtime during that period unless management deems it operationally necessary.

ARTICLE 22 - SPECIAL PAY - CLOTHING ALLOWANCES - POLICE SENIORITY PREMIUM

22.01 (a) All plain-clothes Members, including detectives, for the benefit of the Member and as required in the course of their duties, will receive an annual clothing allowance up to the amount of one thousand and one hundred dollars ($1,100.00). Effective January 1, 2026, increase the amount to twelve hundred and fifty ($1,250) dollars. Effective January 1, 2028, increase this amount to fifteen hundred ($1,500) dollars. Effective January 1, 2026, members will be required to provide receipts to support their purchases within the calendar year. This amount shall be pro-rated wherein the assignment, commencement or cessation of plain clothing duties is less than one calendar year.

(b) This allowance shall not apply wherein a uniform is being provided.

(c) Reimbursements for submitted receipts shall be paid twice yearly, in January and July.

22.02 A Member assigned to perform the regular duties of a higher rank will receive the salary of such higher rank for the entire period assigned. This amount will be paid on or before the fifteenth (15th) of November each year.

22.03 The Police Seniority Premium will apply to all uniform classifications while meeting the following criteria:

(a) Be of the rank of First Class Constable or higher and completed at least 8 years Continuous Active Service as a sworn member with the Board, from the date of their oath of office. Members in the Board's employ, before August 5, 2004, shall receive full credit for previous service as a sworn member of an accredited municipal or provincial police service and/or RCMP. Thereafter, new members shall only be credited for Continuous Active Service with the Board.

(b) A criminal conviction or finding of guilt under the provisions of the Criminal Code or the Controlled Drugs and Substances Act shall result in an automatic loss of one seniority grid step (3% of PC1) for a period of two (2) consecutive years from the date of conviction or finding of guilt as the case may be.

(c) Provided the foregoing qualifiers are satisfied, the member shall be entitled to receive the following Police Seniority Premium as follows:

8 years of Continuous Active Service	3% of PC1 salary
17 years of Continuous Active Service	6% of PC1 salary
23 years of Continuous Active Service	9% of PC1 salary

(d) The Police Seniority Premium will be additional to, but not pyramided by or with, any other premiums under this Agreement.

(e) The Police Seniority Premium shall qualify as pensionable earnings and be included in computing, statutory holiday pay, pregnancy/parental leave entitlements, sick leave pay, WSIB, and secondment. The *Police Seniority Premium* shall not be included in calculating the hourly wage rate for the purposes of 1) overtime, (2) the sick leave retirement gratuity payable under Article 13.01 (a) or (b).

(f) The Police Seniority Premium shall form part of the member's regular bi-weekly pay.

22.04 The Board may award a merit badge to any Member for outstanding service at any time. A Member who is the holder of a merit badge will be entitled, in addition to any other remuneration under this Agreement, to an additional sum of ten dollars ($10.00) per month for each merit badge awarded. The Member will also be entitled to six months (6) seniority at the time the merit badge is awarded.

22.05 Coach Officers, appointed by the Chief, will receive five dollars ($5.00) per hour while performing coaching duties.

22.06 Constables, Detectives, and Detective Sergeants assigned, for periods in excess of thirty (30) consecutive days to:

(i) the Homicide, Robbery, Financial Crimes, Sexual Assault, Intimate Partner Violence, Special Victims, Forensic Identification, Electronic Crime, Offender Management and Human Trafficking Units;

(ii) the Gang Enforcement Unit, Mobile Surveillance, Drug Enforcement, Technical Support, standing Provincial and Federal Joint Forces Operations, and General Assignment Criminal Intelligence Officers within the Intelligence Services Branch;

(iii) the Criminal Investigations Branch and

(iv) Professional Standards Bureau;

(v) the Collision Investigation Unit within the Traffic Services Branch;

(vi) Current incumbents in the Tactical Support Unit; the Canine Unit; and, the Air Support Unit; Divisional Investigative Crime Teams

(vii) Warrant Liaison and Polygraph Units within the Crime Administration Branch;

(viii) Emergency and Labour Liaison within Field Support (only for the Members who occupy the position upon ratification of the 2025 Collective Agreement and this premium shall not apply to future assignments to these positions);

and who perform the duties reasonably necessary in such Branches will accumulate time and receive, in addition to (but not pyramided with) any other remuneration, the following:

0-12 months	Nil
12-24 months	4% of a First Class Constable's Salary
after 24 months	8% of a First Class Constable's Salary

Effective January 1, 2023:

0-24 months	3% of a First Class Constable's Salary
after 24 months	7% of a First Class Constable's Salary

It is understood that these decreases will not apply to Members who are in receipt of 4% and 8% respectively, as of January 1, 2023. However, a Member in receipt of the 4% specialty unit premium as of January 1, 2023 will only be entitled to the 7% premium if they continue in that unit after 24 months. This grand-parented 8% premium will also be lost if one of these Members moves to another unit.

(ix) On or after ratification of the 2025 Collective Agreement by both parties, any Constables, Sergeants or Staff Sergeants assigned, for periods in excess of thirty (30) consecutive days, to the Canine Unit, the Tactical Unit, and Air Support Unit shall be entitled to an annual stipend of $4,000 for 0-24 months of Active Service in these units and an annual stipend of $6,000 for active service in these units in excess of 24 months. This stipend shall be payable bi-weekly and is subject to proration for any partial years of active service in these Units. For clarity, the stipend replaces the premium set out in Article 22.06 for all Members so assigned after ratification.

22.07 Each Member who works a full calendar year on a three-shift or more rotation basis, or on the 12 Hour Platoon Shift Schedule, will receive four hundred and twenty-five dollars ($425.00). For Members who worked the full calendar year on a two-shift basis, the payment will be two hundred and sixty dollars ($260.00). Such payments will be made in the first pay of December in each respective year. Members who work less than the full year as above will receive a pro-rated portion.

22.08 Frontline Response Premium

(a) Any Member who has completed five (5) years of service with DRPS and is assigned to a frontline response unit, as defined in paragraph (b) below, shall be entitled to a frontline response premium based on the following incremental increases to a maximum of 3% of the PC1 base salary rate by July 1, 2024:

January 1, 2023	0.75% PC1
July 1, 2023	1.50% PC1
January 1, 2024	2.25% PC1
July 1, 2024	3.0% PC1

(b) This premium shall only apply to those Members, including Staff Sergeants and Sergeants, who are actively performing frontline response duties on a uniform patrol platoon (hereinafter referred to as "Active Duties") and Traffic (enforcement).

(c) The premium shall not apply to, without limitation: Members in a specialty unit pursuant to Article 22.06, Community Resource Unit, Central Alternate Response Unit and any other unit that does not perform Active Duties as defined in paragraph (b) above.

(d) The premium will be suspended for any Member who is not performing Active Duties for more than thirty days (e.g. WSIB, LTD and other leaves of absences) and will be reinstated when the Member returns to Active Duties.

(e) It is understood that the premium will apply during a Member's annual leave as per Article 27 provided the Member returns to Active Duties.

(f) This premium shall be applied to the PC1 base salary rate and shall not pyramid with the police seniority premium in Article 22.03.

(g) Pursuant to Article 13 and Article 26, the Frontline Response Premium in not included in the sick leave cash payments and statutory holiday payments.

ARTICLE 23 - COURT ATTENDANCE

23.01 (a) Any Member required to attend court or any judicial or quasi-judicial proceeding, in the Member's capacity as a police officer during what would otherwise be off duty hours will be paid at the rate of time and one-half but in any case, will not receive less than five (5) hours at straight time for each morning, afternoon and evening appearance.

(b) The noon recess for lunch will determine the time for the end of the morning session and the evening lunch recess will determine the time for the end of afternoon session.

(c) Notwithstanding the foregoing, where the Member's court appearance occurs within two hours of end of the Member's shift, the overtime provision in 21.01(a) will apply to such time instead of the guarantee in (a) above.

23.02 Any Member required to attend court in the capacity of a Police Officer during what would otherwise be the Member's regular day off will be paid at the rate of time and one-half but in no case will receive less than seven (7) hours at straight time for the first appearance.

23.03 These court attendance rates will apply wherever a Member is required to attend under subpoena, as directed by the court call sheet, or higher ranking officer. When a Member is requested to attend by a Crown Attorney the Member will seek prior approval for such attendance from their Divisional Commander.

23.04 These court attendance rates will apply whether or not the Member is called to the witness box to give evidence.

23.05 (a) These court attendance rates will apply not only to prosecutions but also to all proceedings in any court having criminal, quasi-criminal, or civil jurisdiction, and will also apply to coroner's inquests, and hearings before any public boards or tribunals constituted under the laws of Canada or Ontario, or any by-law of the Regional Municipality of Durham.

(b) Members who are required to attend court, while not on duty, at a court outside the Regional Municipality of Durham will be entitled to overtime for such travel in accordance with Article 21.01(a). The accrual of travel time for this purpose will be calculated from the Member's assigned workplace to the court. If the court is a lesser distance from the Member's residence than from the assigned workplace, such Member will be reimbursed from the Member's residence.

The duration of such travel to and from court will be included as hours in attendance for the purpose of determining appearance time within the meaning of Article 23.01 and 23.02 respectively. The entitlement to compensation for any attendance less than or equal to the applicable guarantee, inclusive of travel time, will be capped at 5 or 7 hours straight time respectively. Hours in attendance, inclusive of travel time, which is in excess of the applicable guarantee, will be compensated as overtime under Article 21.01(a). The Member's departure time must be reasonably related to the time normally required to arrive on time for such attendance.

23.06 Court attendance rates so accumulated as a witness will be taken by the Member as time off duty or by accepting pay in lieu thereof at the option of the Member, subject to the needs of the Service. All balances will be cleared by November 30th each year.

23.07 The Service will endeavour where practicable to provide forty-eight (48) hours' notice to each Member prior to that Member being required to attend in court.

23.08 When a Member attends court after the night shift and remains in court past 3:00 p.m., subject to the requirements of the Service, the Member may have the night shift off or at least every effort will be made to give the Member six (6) hours off between shifts. The time off granted under this clause will be deducted from the Member's accumulated credits.

23.09 Members who have either resigned or retired from their employment with the Board and are required to attend court or a tribunal as a result of their employment, will be paid time and a half (1 ½) for the duration of their attendance, but no less than three (3) hours of regular pay for any daily appearance. Such appearance pay shall be calculated based on the former Member's hourly rate of pay at the time of their resignation or retirement.

They shall also be compensated for reasonable preparation time in advance of court appearances, and/or for time spent in the role as advisor to the Crown. The compensation shall be at the hourly rate received by the Member at the time of their resignation or retirement. Such preparation time must be approved in advance by the Branch Superintendent.

23.10 If a Member is required to appear before a court and/or tribunal as a result of employment related misconduct and/or charges under the *Police Services Act*, or the *Community Safety and Policing Act* management will facilitate moving them to a day shift at least thirty (30) days from the appearance date. However, the Member shall not be entitled to any overtime and/or premiums arising from the appearance.

ARTICLE 24 - TRAVEL, MEAL & ACCOMMODATION ALLOWANCES

24.01 The following assignments, attendances and scheduling require prior approval from the Member's immediate supervisor or Divisional Commander to qualify for the allowances and/or reimbursements set out hereafter.

24.02 Members assigned by the Board to attend courses held at the Ontario Police College and the Canadian Police College will be entitled to an allowance of seventy dollars ($70.00) per week, or part thereof. Members who are required to provide their own transportation will also be reimbursed for mileage for one round trip, for each five weeks, or part thereof, pursuant to Article 24.06 (d).

24.03 Members scheduled to work the day prior to the commencement of any police course or course of instruction at the Ontario Police College or the Canadian Police College will be granted, subject to the needs of the Service, one (1) clear calendar day off in advance of the course.

24.04 Members will be entitled to mileage rates as set out in Article 24.06 (d). Any monies received from Court by members, including witness fees or mileage, will be returned to the Board.

24.05 (a) Members assigned by the Board to provide escorts outside the Regional Municipality of Durham which interfere with their assigned lunch period will be entitled to the lunch allowance stipulated in Article 24.06 (a).

(b) Members assigned by the Board to investigations, other police duties or courses outside the Regional Municipality of Durham which last for two consecutive days or less, will receive the appropriate meal allowances in Article 24.06 (a) but will not receive any allowance for ancillary expenses. Where required and approved the Member will also be provided accommodation and travel as set out in Articles 24.06 (b) and 24.06 (d).

24.06 Members assigned by the Board to other police duties, other than joint forces secondments, or to attend training courses, workshops, learning opportunities, police courses, conferences or conventions outside of the Regional Municipality of Durham that exceed two consecutive days, will be entitled as follows:

(a) **MEALS**: Where meals are not provided on such assignments or attendance the Member will receive seventy-five dollars ($75.00) per day (payable in currency appropriate in the circumstances) for meals and ancillary expenses, including telephone calls and gratuities, with receipts as follows:

Breakfast	$10.00
Lunch	$18.00
Dinner	$32.00
Other Ancillary Expenses	$15.00
(Including telephone calls and Gratuities)	
(Not applicable for Attendance at courses at the Ontario Police College or Canadian Police College)	
TOTAL	**$75.00**

If the circumstances are such that the daily maximum is clearly insufficient, the Board will reimburse the Member's actual meal expenses upon the provision of

receipts.

(b) **ACCOMMODATION**: Members will be reimbursed for accommodation under the following circumstances, and subject to the prior approval of the Chief.

i) The assignment or attendance takes place outside of the Regional Municipality of Durham, is not at a police facility and it is unreasonable for the Member to commute.

ii) The assignment or attendance concludes at a time which will not permit the Member to arrive home in a reasonable fashion.

iii) There are extraordinary circumstances, such as weather related hazards impacting on transportation, preventing the Member from returning home.

iv) Where the Member is attending a specific event the accommodation will be provided, if available, at the site of the event. If such accommodation is not available, the accommodation will be provided at the nearest suitable motel or hotel.

v) The reimbursement will be at the single-room rate, except where such accommodation is not available.

(c) **TRANSPORTATION:** The Board will provide or reimburse the Member for the cost of transportation subject to the prior approval of the Chief as follows:

(i) by providing a Service vehicle and all expenses related to the operation thereof;

(ii) by Rail at the economy fare, if available, plus transportation to and from the rail terminal and related expenses;

(iii) by Air at the economy fare, if available, plus transportation to and from the Airport and related expenses; or

(iv) by requiring the Member to provide and operate a private motor vehicle as set out in Article 24.06 (d).

(d) Where Members are directed to provide and operate a private motor vehicle by the Board for training courses, workshops, learning opportunities, police courses, conferences or conventions , they will be reimbursed for the distance traveled at the mileage rates as per the Region of Durham Employees mileage policy, parking and toll expenses.

(e) All expenses or allowances under this Article, excluding mileage, will be paid in advance where feasible. Otherwise such expenses or allowances will be paid, including mileage, as soon as practicable, corresponding to regular pay periods. Reimbursement for costs incurred shall occur within thirty (30) days.

24.07 All Members required to work more than three (3) hours past their normal quitting time will be provided with a meal allowance of nine dollars ($9.00). A further meal allowance will be provided on the same basis for each additional consecutive five (5) hours so

worked, unless the police service provides the member with a meal.

ARTICLE 25 - PAY DUTIES

25.01 Pay duties are voluntary and are not part of the normal requirements of the Service. Pay Duties are not covered by any other sections of this collective agreement, save this article.

25.02 The rates for pay duties will be paid at one and a half (1 ½) times a First Class Constable's hourly rate and in no event will be less than three (3) hours at the overtime rate as herein established and such rate will be rounded to the nearest dollar.

25.03 The rate for pay duties on New Year's Eve Day, New Year's Day, Christmas Eve Day and Christmas Day will be two (2) times the applicable pay duty rate.

25.04 Members on pay duty will be covered by W.S.I.B., consistent with WSIB correspondence.

25.05 When more than three (3) Members are assigned to pay duty, a Non Commissioned Officer will also be assigned and paid one and a half (1 ½) a Sergeant's hourly rate. The amounts paid will be as per Service Policy by the party responsible for hiring the Member for pay duty.

ARTICLE 26 - STATUTORY HOLIDAYS

26.01 In lieu of fourteen (14) statutory holidays each Member will receive an additional fourteen (14) days pay or time off per year, at the rate of time and one-quarter (1 ¼), at the option of the Member. The option as pay or time off must be made by December 1st of the selecting year for the selected year. All days in lieu to be scheduled as time off must be declared, in writing, before October 15th of the selected year and utilized before December 31st of that year. If the Member requests time off the choice of the day will be at the sole discretion of the Member, subject to the needs of the Service.

26.02 (a) Members working the 12 Hour Platoon Shift Schedule, will receive, in lieu of fourteen (14) statutory holidays, one hundred and forty hours (140) pay or time off each year, at the option of the Member. The option as to choice of pay or time off must be made by December 1st of the selecting year for the selected year. All such days to be scheduled as time off must be declared, in writing, before October 15th of the selected year, and utilized before December 31st of that year. If a Member requests time off, the choice of the day will be at the sole discretion of the Member, subject to the needs of the Service.

(b) Members who commence employment as a constable-in-training prior to April 1, but after the December 1st selection deadline, shall be permitted to exercise their choice of pay or time off, as set out in Article 26.02 (a). Effective January 1, 2020, members who commence employment as a constable-in-training, or as an experienced officer, on or after April 1 shall receive their statutory holiday entitlement under Article 26.02 (a) in pay only, on a prorated basis, and shall not have the option to take any portion of the noted allotment in time off prior to the end of their first calendar year as members.

(c) Members who commence employment as a constable-in-training on or after April 1st shall receive their statutory holiday entitlement under Article 26.02 (a) in pay only and shall not have the option to take any portion of the noted allotment in time off prior to the end of their first calendar year as members.

(d) Despite Article 26.01 and 26.02, Members who are on a paid leave of absence of 30 days or more will be automatically assigned to an 8-hour day shift and shall receive paid time off on the day in which the statutory holiday is observed. The Member shall not be entitled to bank the holiday for future use or receive additional pay out for the holiday.

(e) Effective January 1, 2026, despite Article 26.01 and 26.02, Members who are on a regular Monday to Friday shift schedule shall receive paid time off on the day on which the statutory holiday is observed and shall not be entitled to bank the holiday for future use or receive additional pay out for the holiday. If the statutory holiday falls on a weekend, the Member will receive the next scheduled business day off.

26.03 The Statutory Holidays are:

New Year's Day	Canada Day	Half day Christmas Eve
Family Day	Civic Holiday	Christmas Day
Good Friday	Labour Day	Boxing Day
Easter Monday	Remembrance Day	Half day New Year's Eve
Victoria Day	Thanksgiving Day	National Day for Truth and Reconciliation

and any other holiday declared or proclaimed by law as a national or provincial (Ontario) holiday.

26.04 Statutory Holiday pay in lieu will be paid on or before November 15th of each year.

ARTICLE 27 - ANNUAL LEAVE

27.01 (a) All Members will be entitled to an annual leave with pay as set out below. In the calculation of such leave, regular days off will not be included. Each day of annual leave will be interpreted to mean an eight (8) hour day.

(b) Upon request made no later than two (2) weeks prior to the pay period immediately preceding the commencement of their vacation leave, a Member will receive their normal pay for such vacation period in advance.

Years of Service	Annual Leave Days/ Hours Allocated	Years of Service	Annual Leave Days/ Hours Allocated
Less than 1 year:	1 working day for each full month of service up to a maximum of ten (10) working days		
1 year	10 days / 80 hours	**16 years**	24 days / 192 hours
2 years	10 days / 80 hours	**17 years**	24 days / 192 hours
3 years	13 days / 104 hours	**18 years**	26 days / 208 hours
4 years	13 days / 104 hours	**19 years**	26 days / 208 hours
5 years	15 days / 120 hours	**20 years**	26 days / 208 hours

6 years	15 days / 120 hours	**21 years**	26 days / 208 hours
7 years	18 days / 144 hours	**22 years**	26 days / 208 hours
8 years	18 days / 144 hours	**23 years**	30 days / 240 hours
9 years	20 days / 160 hours	**24 years**	30 days / 240 hours
10 years	20 days / 160 hours	**25 years**	30 days / 240 hours
11 years	20 days / 160 hours	**26 years**	30 days / 240 hours
12 years	22 days / 176 hours	**27 years**	31 days / 248 hours
13 years	22 days / 176 hours	**28 years**	31 days / 248 hours
14 years	23 days / 184 hours	**29 years**	31 days / 248 hours
15 years	23 days / 184 hours	**30 years or more**	35 days / 280 hours

31 years	36 days / 288 hours
32 years	37 days / 296 hours
33 years	38 days / 304 hours
34 years	39 days / 312 hours
35 yrs or more	40 days / 320 hours

Effective January 1, 2026:

Increase annual leave entitlement as follows:

Years of Service	Annual Leave Days/ Hours Allocated
0 - 6 years	15 days / 120 hours
7 - 8 years	20 days / 160 hours

27.02 For the purpose of annual leave entitlement, a Member's service will be the total of all service with the Durham Regional Police Service plus all service as a police officer/civilian Member with another accredited police service in Canada.

27.03 A Member will become entitled to the above scheduled increases of annual leave only after the first day of January in the year in which the Member completes the required years of service (the Member's "anniversary date").

27.04 (a) Except in cases of emergency, each Member will be allowed a full shift off on either Christmas Day or New Year's Day.

(b) Christmas Day and New Year's Day will be deemed contiguous and fall within a single selection year for the purpose of selecting vacation leave.

27.05 The number of Members allowed to book time off on the Holiday Selection charts, will be in accordance with the table below:

UNIT SIZE	ALLOWED OFF	UNIT SIZE	ALLOWED OFF
1 - 5	1	21 - 25	5
6 - 10	2	26 - 30	6
11 - 15	3	31 - 35	7
16 - 20	4	36 - 40	8

27.06 The following constitutes the Holiday Selection Chart System :

(i) *Prime Time* will be defined as June 15th to September 15th inclusive.

(ii) *Week or Block* will be defined in accordance with the Member's eight, ten or twelve hour shift schedule.

(iii) *Vacation Leave* will be defined as annual leave, statutory leave and bank time so long as it is declared and approved before December 31st of the selecting year.

(a) The Board will post an electronic Holiday Selection Chart (the "Chart") to each unit by November 1st of each year. The Chart will list the Members of the Unit in vacation selection order as determined by the seniority provisions of this collective agreement. If Members share a sworn date, an annual draw will determine seniority order. The Member's annual leave, statutory holiday and banked time entitlements will be stipulated on the Chart. The Chart will also indicate the number of Members eligible to book credits simultaneously. Once this stipulated number is reached, no other Members may select the same week/block. Once the Chart is posted as per this article, the number of Members allowed to book credits off will be fixed for that year.

(b) Members who have bank time and/or may receive pay in lieu of statutory time off, will be required to book 100% of their annual leave entitlement. The balance of such time will be exhausted in the calendar year to which the Chart applies.

(c) Each Member will declare on the Chart the number of statutory hours the Member wishes to bank for time off and the number of statutory hours the Member wishes to receive in payment. Once declared, the decision is final and cannot be altered.

(d) Each Member working the 12 Hour Platoon Shift Schedule will indicate on the chart the number of banked hours the Member wishes to book as vacation leave. The remaining banked hours will be exhausted in the calendar year to which the Chart applies.

(e) Commencing on December 1st of each year, Members will indicate on the Chart those weeks/blocks they wish for his or her hours to be booked in order of seniority. Seniority will be determined in accordance with the Member's sworn date with the Service, and applied within the Division, Branch, Platoon or Unit.

Picking Rounds:

i. Round 1: The first round shall commence on December 1st, where Members of the Unit shall select two blocks/weeks during prime time using their Vacation Leave banks in order of seniority.

a. Members will be prepared to make their selections and upon being notified that it is their turn, Members will make their selections forthwith. Members not making their selections forthwith will forfeit their selection opportunity and the unit leader will proceed down the list. Once the skipped Member is ready to select, he or she will be allowed to pick next.

ii. Round 2: Once picking round 1 is complete, a second round shall commence wherein all remaining Vacation Leave time shall be booked in full block increments, save and except the Member can reserve up to 4

days to use in full shift increments during Round 2. Where a member has less than a full block remaining in their bank after booking their blocks and assigning their 4 reserve days, they must book those days consecutively.

iii. Reserved Time: Any remaining Vacation Leave the Member is permitted, pursuant to this Article, to reserve in their banks after the December 31st picking process is complete ("Reserved Time") must be scheduled by the member no later than October 15th of the following year. Such requests will be approved in accordance with Article 27.05 on a first come, first serve basis and seniority will not apply to such requests submitted after December 31st of the selecting year, unless specified otherwise herein.

(f) Unit leaders will monitor and approve selections on an ongoing basis and will complete the confirmation process by December 31st of the selecting year. The Chart selections are final once confirmed by the Unit Leader. Upon approval and confirmation of their selections, Members are entitled to the vacation leave as selected, even upon transfer to another unit. Members may request changes to their selections upon transfer to another unit where the alternative selection accords with the shift schedule of that unit. Members who transfer from a unit where they are entitled to the 104 hours banked time to a unit where they are not so entitled, or vice versa, will have their entitlements adjusted accordingly. Should a Member have used all of their credits, any negative balance will be carried forward to the following year and reduced by their entitlements in that year, as declared in writing by the Member.

(g) Each Member will complete all requests inclusive of Statutory Holiday declaration, Annual Leave and Bank Time, which will be submitted to the Unit Leader at the time of selection. After confirmation of selections, the Unit Leader will process all such requests by December 31st of the selecting year.

(h) Where there is one supervisor in a unit the Board will determine whether or not the supervisor will select with the other Members of the unit or not, no later than November 1st of the selecting year. Where the Board determines that the supervisor will select with the Members, all of the Members will select in order of seniority. Otherwise the supervisor will be placed by the Board on a separate System Chart with other supervisors and select according to System rules.

(i) Where there are two or more supervisors in a unit, they will be placed on a separate Chart, by the Board and the System rules will apply.

(j) Where Members wish to select a week/block that is not available, and they therefore take a different selection, they may indicate their request for consideration should the week/block in question become available. Where a previously selected week/block is vacated, the Unit Leader will review the requests and make every reasonable effort to offer the vacated week/block to the Member having so requested consideration in order of seniority. Where there are no such requests on file, the Unit Leader will provide eight (8) days' notice to all Members of the unit and the Member with the highest seniority requesting such time will be granted the vacated week/block. It is understood that a Member is not permitted to reserve more than their annual leave entitlement.

(k) A Member who is absent and does not participate in the selection process while on

pregnancy or parental leave, sick leave, WSIB or other leaves of absences, will have his or her vacation leave selected by the Unit Leader in accordance with this Article, and based on the Member's selection in the preceding year where possible. Members who are on pregnancy or parental leave will have the option to take any accrued vacation at the end of their prospective leaves.

(l) Vacation leave blocks selected by a Member who is later absent in the selected year on pregnancy or parental leave, sick leave, WSIB or other leaves of absence, will not be considered "vacated" for the purposes of this article, unless, in the discretion of the Unit Leader, the resources of the Service allows otherwise.

27.07 After the selections are confirmed, special requests may be submitted in writing by the Member to the Unit Leader for the following purposes:

(i) immediately rescheduling confirmed vacation leave within available time in the year i.e. the confirmed vacation leave must be cancelled and rescheduled in the same transaction; or

(ii) cancelling and banking confirmed vacation leave for future use as bank time or statutory leave where there are reasonable prospects that the Member would be able to observe the time off in the year. Once cancelled, the banked vacation is no longer confirmed and will not draw a premium pursuant to Article 27.09 if the Member is called to work on the cancelled date.

27.08 (a) Members who select vacation leave for which they have one or more court call sheets are not entitled to the provisions of Article 27.09.

(b) Members who have confirmed vacation leave or have rescheduled such leave in accordance with Article 27.07(i), or while on annual leave, and who subsequently receive one or more court call sheets will notify their Unit Leader and submit a request for adjournment. If the request for adjournment is not granted, the Member will attend court and will submit their claim under Article 27.09 accompanied by the request for adjournment and the court call sheet.

27.09 (a) Irrespective of seniority, a Member will only be recalled from confirmed vacation leave where management deems it operationally necessary and other staffing options have been exhausted. When recalled, the Member's overtime bank will be credited with two (2) days at straight time, calculated in accordance with their regularly scheduled shift, for each day or part day thereof for which the Member is recalled.

(b) In such circumstances, and provided the recall has been approved in advance by the Chief, Members will also be reimbursed for travelling expenses and any related costs upon presentation of receipts to the Chief.

(c) For the purposes of this article, confirmed vacation leave shall include no more than four (4) regular days off before or after a Member's confirmed vacation block/week, , provided the Member specifies days off when choosing vacation time in accordance with this System.

27.10 Any Member who is scheduled to start confirmed vacation leave, special request time off or time off carried over from the previous year, and is ill, may elect not to commence

such leave until his or her period of illness has passed, and the Member may re-schedule their such leave upon request to the Chief. The Member may be required to furnish proof of illness to the Chief.

27.11 A maximum of eighteen (18) Members per year may request that their annual leave be deferred to the following year. Requests must be made by June 30th of the prior year. The Chief may also authorize the carryover of confirmed vacation leave where such leave has been cancelled for operational reasons. In both cases the deferred credits will be added to that Member's vacation leave for selection in the following year. These credits will not be eligible for additional deferral.

ARTICLE 28 - SICK LEAVE AND WORKERS SAFETY & INSURANCE ACT

28.01 Members will accumulate sick leave credits at the rate of twelve (12) hours for each month's service, to a total of one hundred and forty-four (144) hours for each year's service to be added to the credits already accumulated.

28.02 All unused sick leave will be accumulated at the rate as set out in Article 28.01 without a maximum amount, and, on termination of their service, other than termination for misconduct or just cause, or pensionable retirement under Article 13, after ten (10) years of continuous service, a Member will be entitled to an amount equal to this salary for one- half (1/2) the number of days standing to their credit, but not in excess of the amount of one-half (1/2) year's earnings at the rate received by them immediately prior to termination of their service. Members eligible for such payments may defer such payments, without escalation, until January of the next succeeding year. If the Member dies, such accumulated sick leave credits will be payable to the estate of the deceased Member, to the amount provided above. For members hired after May 1, 2016, this article will no longer apply.

28.03 In cases where absence is caused by accident or illness for which the Member is receiving W.S.I.B. compensation, the Member's accumulated sick leave credits will not be affected. The Board will make up the difference between W.S.I.B. Compensation and the regular net pay for the duration of such accident or illness. Effective January 1, 2026, the Board will make up the difference between W.S.I.B. Compensation and the regular net pay for no more than 72 months throughout the Member's entire employment with the Service. Effective January 1, 2026, this top-up shall be offset by any secondary employment income not already being received at the time of injury and the top-up shall automatically end at the Member's unreduced OMERS retirement date.

Members who are off on W.S.I.B. will not accrue vacation or sick leave credits for the duration of the leave. Any unused accrued vacation or sick leave credits are locked in at the end of 2024 rate.

When the amount under this provision is exempt from income tax, the total amount paid to the member for the pay period shall not be more than their normal salary or wages in the pay period, less the proportionate amount of income tax.

For all amounts which the Board or the Region, as the case may be, pays pursuant to Article 28.03 of this Agreement, then for such amounts the Board shall be subrogated to all rights or recovery and chooses-in-action to which the member is or is about to become entitled against any person, group or company and may pursue any and all necessary legal remedies in the name of the member to enforce those rights and to effect recovery of such amounts.

28.04 The Board will provide semi-private hospital coverage for Members confined to hospital who are injured and receiving WS.I.B. benefits.

28.05 Members may use up to eight (8) hours per year out of their sick leave bank for the purposes of attending doctor or dental appointments, subject to the approval of the Chief or designee.

Effective the 2021 calendar year, Members may use up to sixteen (16) hours per year out of their sick leave bank for the purpose of attending doctor or dental appointments, subject to the approval of the Chief or designee, and subject to Employment Insurance Commission approval. This time is not to be considered as sick time when subject to the Service's attendance management program.

28.06 Members may use sick leave for the purposes of caring for their sick children under the age of seventeen (17) years, spouse or common-law partner, or providing elder care of their parents, subject to the needs of the Service, to a maximum fifty-six (56) hours annually. Under special circumstances, the Member may apply in writing to the Chief where this provision is not sufficient. This section is subject to Employment Insurance Commission approval and if any part of this Article is deemed non-compliant with the *Employment Insurance Act* or its Regulations and/or could compromise the Employment Insurance Premium Reduction Program, the parties shall interpret this provision in a manner that complies with the legislation and does not compromise the Program.

28.07 Medical Examination - A Member off duty as a result of sickness or injury will undergo such medical examination as may be required by the Medical Officer of the Service, who will have sole responsibility to determine the length of time the Member will remain absent due to sickness or injury and to determine their fitness to return to duty. Any such medical examination shall be paid for by the Board.

28.08 Personal Physician - Nothing contained herein will deny a Member the right to consult with a physician of his or her own choice, provided that such physician is neither the Medical Officer of the Service, nor retained as a consultant of the Service. A Member exercising this right is required to provide the name, address and telephone number of his or her physician to the Medical Officer of the Service, who will continue to retain sole jurisdiction of the case while a Member remains absent due to sickness or injury.

28.09 Definition of Medical Officer – "Medical Officer of the Service" means any qualified medical practitioner approved by the Chief for the purpose of these regulations.

28.10 (a) Central Sick Leave Bank: Membership in the Central Sick Leave Bank ("CSLB") is voluntary. Only Members who have joined may apply for sick time from the CSLB. Applications to join are to be made to Human Resources.

(b) Contributions by the Members will be voluntary and will be in the amount of eight (8) hours. Members whose sick leave has expired may apply for sick leave from such bank to facilitate them over the period of illness or until eligibility for long-term disability to a maximum of 1040 hours, which can be replenished once they have paid 520 hours back. A joint committee of Association and Management representatives will determine the eligibility of such Member requests, subject to Employment Insurance Commission approval.

(c) Any active Member of the Durham Regional Police Association or Senior Officers' Association may join within ten (10) years from the date of commencing employment with the Service and after having accumulated a minimum one hundred and fifty two (152) hours (i.e., 144 hours in Member's personal bank plus eight hours to donate to the CSLB). Any Member joining the DRPS after July 14, 2008, will be automatically enrolled once they accumulate one hundred and fifty two (152) hours of sick credits.

(d) Where the total number of hours in the CSLB drops below 1200 hours, all participants will be required to donate an equal amount of additional hours.

(e) Members may apply, through Human Resources, for CSLB sick credits for any medical condition which precludes the Member from working at their present position, or any alternative position offered by the Service. CSLB sick credits may only be used in the following circumstances:

(i) to facilitate the Member over the period of a prolonged illness; or

(ii) until the Member qualifies for long-term disability as provided by the insurer.

(f) Once the Member returns to full hours, all of the sick hours granted will be repaid, through any time bank, at least 6 hours per month until all time granted has been returned. Where the total number of hours drops below 1500 hours, all participants will be required to donate 8 hours. Members may use any of their time banks to pay back the time used from the CSLB. If a Member leaves the employ of the Service with an outstanding CSLB re-payment, the Service will automatically claw back any time owing to the Member on cessation of employment and re-pay those monies to the CSLB.

(g) If the Member, prior to commencing sick leave, has requested statutory leave credits in pay, the Member is not required to change such request. However, if the waiting period required to begin long-term disability goes into the next calendar year, the Member will take all statutory holiday credits as time off.

(h) When a Member receives a retroactive award respecting a period of illness for which time was donated from the CSLB, such donated time/monies will be returned to the CSLB. An authorization to this effect will be signed when the Member submits the request to the CSLB.

(i) The CSLB committee will review all requests for time from the CSLB, and may:

(i) approve the application for time requested;

(ii) approve the application in part by providing a percentage (%) of time requested; or

(iii) deny the application for time with a written explanation.

(j) By signed consent, all Members seeking time from the CSLB will co-operate as required with the CSLB Committee and Human Resources.

28.11 In instances where a Member off sick does not have sufficient sick days to the Member's credit to fulfil the waiting time for long term disability, such information may be filed with the Chief and Members will be advised that they may make a voluntary individual contribution in such cases, on the understanding that the decision to contribute is the responsibility of the individual Member. Each Member will be limited to a maximum monthly contribution of eight (8) hours, up to a maximum of forty eight (48) hours per year, of his or her accumulated sick leave for use by the insured person. Such contributions will be made in accordance with the *Employment Insurance Act*, as amended.

28.12 Upon returning to work, the Member may be required by the Chief to provide a medical certificate substantiating his or her period of illness.

28.13 Any Member who is unable to work as a result of disability for four or more consecutive months must apply for a disability waiver with OMERS in accordance with OMERS rules and regulations, as may be amended from time to time.

ARTICLE 29 - LEAVE OF ABSENCE

29.01 Subject to the Chief's discretion, a Member may be granted a leave of absence, in accordance with the following:

(a) All leaves of absence covered by this Article will be without pay.

(b) Members may continue with benefits during the leave of absence provided they reimburse the Service on a monthly basis for the cost of such benefits.

(c) Members will not accumulate sick leave while on a leave of absence.

(d) Members will not be covered by W.S.I.B. protection as funded by the Board while on a leave of absence and not engaging in police duties or while employed elsewhere.

(e) Members may make pension contributions (both employee and employer) for the period of the leave of absence and must pay in accordance with the Act and Regulations governing such. For those Members who continue to pay Pension contributions to OMERS, seniority for pension purposes will accumulate.

(f) Members will not accumulate seniority but, upon return to duty at the completion of the leave of absence, will continue with the seniority established at the commencement of the leave.

(g) Service pay, dry cleaning allowance, annual leave and all benefits and allowances under the agreement unless paid for by the Member will cease during the leave of absence.

ARTICLE 30 - UNIFORMS AND EQUIPMENT

30.01 (a) Uniform and issued equipment will be replaced as required.

(b) New Members will be supplied with two (2) complete uniforms.

(c) One complete uniform will consist of:

one (1) tunic, two (2) pairs of trousers, five (5) shirts, one (1) pair of winter boots and summer shoes, two (2) ties and one (1) pair of mitts/gloves.

(d) The following will be supplied to Members as required:

one (1) pair of overshoes or half rubbers, one (1) fall and winter reefer coat, one (1) raincoat and one (1) fur hat or one (1) uniform hat.

ARTICLE 31 - DRY CLEANING

31.01 All Members will be entitled to have uniform trousers and tunic and shirts, or suit of clothes and shirts, as the case may be, dry-cleaned forty (40) times per year.

31.02 Members issued provincial wash and wear uniforms will be entitled to fifty (50) cleaning vouchers per year. All other Members will be entitled to one hundred twenty (120) cleaning vouchers per year until being issued provincial wash and wear uniforms.

31.03 Cleaning vouchers will be utilized in accordance with the following table:

UNIFORM ITEMS	TICKETS	PLAIN CLOTHES ITEMS	TICKETS
1 Pair Uniform pants	1	1 Pair Suit/dress pants	1
1 Tunic	2	1 Suit Jacket or Blazer	2
2 Uniform Shirts	1	1 Suit Vest	1
1 Sweater	1	2 Dress shirts	1
2 Ties	1	2 Ties	1
1 Patrol Jacket	2	1 Raincoat	3
1 Lining (patrol jacket)	1	1 Overcoat	3
1 Fur Hat	1	1 Plain blouse	2
1 Vest Cover	1	1 Silk blouse	2
1 Winter Jacket	2	1 Plain skirt	2
1 Raincoat	2	1 Pleated skirt	3
1 Cloth Overcoat	2	1 Suede skirt	10
		1 Dress	3
		1 Sweater, regular	1
		1 Sweater, cashmere	2

ARTICLE 32 - POSTINGS AND PROMOTIONAL LISTS

32.01 All positions within the Service will be posted and Members interested in such positions will be entitled to apply.

32.02 The names of Members eligible to be considered for promotion will be posted in alphabetical order.

ARTICLE 33 - RESIGNATIONS

33.01 The Board will allow a Member forty-eight (48) hours, excluding Saturday, Sunday or Statutory Holiday, in which to withdraw a previously submitted resignation form.

33.02 The Board will allow a Member five (5) business days in which to withdraw a previously submitted retirement form.

ARTICLE 34 - PERSONNEL FILE

34.01 Members will be entitled to examine their personnel file during the Human Resources Department's normal hours of operation.

ARTICLE 35 - WEDDING

35.01 Members who would otherwise commence their shifts on the day of their wedding will be allowed the day off to attend the ceremony without loss of pay.

ARTICLE 36 - PARKING

36. 01 The Service will take all reasonable steps to provide parking for Members while on duty.

ARTICLE 37 - WORDING ERRORS AND OMISSIONS

37.01 In the event there is an error or omission respecting the Collective Agreement, the error or omission will be corrected and form part of the Collective Agreement.

37.02 The parties agree to reword sections providing the intent of the section is not changed.

ARTICLE 38 - COMMUNITY SAFETY AND POLICING ACT

38.01 The *Community Safety and Policing Act* will be available for viewing on the Service's intranet.

ARTICLE 39 - RECOGNITION BADGES

39.01 (a) Members eligible for classification as a Senior Constable will receive a single Chevron. To be eligible and remain eligible for this classification a Constable will:

(i) be a First Class Constable who has completed ten (10) years' service, as a Police Officer, with this Service;

(ii) be free of discipline conviction under the *Police Services Act* and/or *the Community Safety and Policing Act* in the preceding two (2) years for which:

(a) the confirmed penalty was forfeiture in excess of forty (40) or more hours pay or leave, or in excess of forty (40) or more hours suspension without pay, and

(b) if an appeal is initiated and conviction upheld, the two years will be counted from the disposition of the appeal.

39.02 Service Badge will be granted to a Member for each five (5) year period of employment, as follows:

Years of Service	Service Badge
5	1
10	2
15	3
20	4
25	5
30	6
35	7

ARTICLE 40 - JOB SHARE

40.01 Job sharing arrangements will be available for a limited number of qualified full time Members. It may be necessary to limit the permissible number of job share arrangements and to identify certain positions, which are ineligible for job sharing. Such limitations will be determined after consultation with the Staff Deployment Committee.

40.02 Job sharing arrangements will be for an initial one (1) year period and may be renewed by mutual agreement, in writing, between the job sharers, subject to the Chief's approval.

40.03 Applicants must be of the same rank and employed in the same position, having at least three (3) years' seniority with the Service. Job share partners must share the regular hours associated with the position being shared, and must work a minimum of forty (40) hours bi-weekly. Regular hours of work per week will be construed to mean one half of the normal scheduled hours of the shared position.

40.04 Job sharing allows for two (2) qualified full time Members to share one full-time job for which they are each qualified to perform so that the pay, benefits and hours of work for a job are shared approximately equally by the two (2) Members, without reducing the efficiency or productivity of the position.

40.05 Requests to job share will be made on the prescribed form, submitted to the Members' Divisional Commander and, if approved, forwarded to the Staff Deployment Committee for consideration. Requests to job share must be made jointly by Members and may be made at any time and will be considered on an individual basis by the Staff Deployment Committee. Any job share arrangements approved by the Staff Deployment Committee, together with the required joint and individual agreements signed by the participants, will be subject to and governed by the terms of this Article.

40.06 Full-time positions that become vacant due to an approved job sharing arrangement will be filled, on a full-time basis, through the normal posting and recruitment process.

40.07 (a) Job share arrangements will not expire prior to the end of the one year term and will

only be terminated in accordance with this Article, unless the Chief exercises his/her discretion to grant early termination in exigent circumstances. In the event of early termination, the job share partners will be dealt with in accordance with (b) and (c) below.

(b) In the event one job share partner wishes not to renew the job share arrangement, such partner will provide no less than ninety (90) days' written notice prior to the end of the one (1) year term to the job share partner, the Service, the Staff Deployment Committee and the Association. Subject to (c) below, the shared position will revert to full-time status, to be retained by the most senior job share partner. The more junior partner will be returned to the position occupied by the Member prior to the commencement of the job share, provided such position remains vacant. In the event such position is no longer vacant, the Member will be considered for any vacancies for which they are qualified. In the case of civilian Members, there is no guarantee that the junior Member will be returned to their pre-job share salary level, position, shift and/or location. In the case of uniform Members, there is no guarantee that the junior Member will be returned to their pre-job share platoon, division, shift and/or assignment.

(c) If the job share arrangement terminates as a result of the transfer, promotion, retirement or termination of one partner, but the Service, Staff Deployment Committee and the remaining job share partner agree to continue the arrangement, the available half of the position will be posted. If a new qualified candidate is chosen, the arrangement will continue. If a qualified candidate is not found, the remaining job share partner will be given ninety (90) days' notice that the position is reverting to a full-time position to be retained by the remaining job share partner or, if necessary, filled in accordance with the collective agreement.

40.08 During extended periods of absence (pregnancy/parental, illness etc.) the job share partner will work full time to cover the extended absence unless a replacement is obtained by the remaining job share partner.

40.09 The Divisional Commander will evaluate the job sharing program on an annual basis to ensure that work unit productivity does not deteriorate. A written report will be submitted to the Chief if workplace performance standards are not being met. If necessary, the Chief will resolve productivity concerns in consultation with the Staff Deployment Committee.

40.10 Job sharing arrangements are subject to adjustment or termination as requirements of the Service may dictate. Management will provide ninety (90) days written notification of such adjustment or termination to each job share participant.

40.11 Where in conflict, the terms of this Article will supersede the relevant articles in the Collective Agreement. In all other cases the participant is fully covered under the terms and conditions of the Collective Agreement.

40.12 (a) Each Member will receive gross bi-weekly salary equal to fifty per cent (50%) of the amount payable to a full time Member at the same rank/classification, provided they work fifty per cent (50%) of the time worked by a full time Member of the same rank/classification.

(b) The reconciliation of actual versus required hours worked will be conducted by Human Resources for all job share participants on an annual basis. Any required adjustment of hours will be made from or to the Member's vacation, overtime, court time, statutory or bank time, on a straight time basis. If there are insufficient hours in these banks, any overpayment will be recovered by deduction from the Member's bi-

weekly salary, which deductions the job share partner hereby authorizes as a condition of participating in job share.

40.13 The job share participants will receive fifty per cent (50%) of the Shift Differential, Clothing Allowance, Bank Time, Police Seniority Premium, Sick Time Credits, and Cleaning Vouchers that would otherwise be applicable had the Member not participated in the job sharing arrangement.

40.14 Net pay for the purpose of W.S.I.B. Compensation will be fifty per cent (50%) of the job share participant's net pay had they been working on a full-time basis.

40.15 Service accumulation is pro-rated at fifty percent (50%) for each job share participant, such that the Member earns a maximum of six (6) months credited service for each year of service in the job sharing arrangement. Continuous Active Service for purposes of Article 22.03 will be calculated in the same manner.

40.16 The job share participants may vary the days worked on one (1) week's written notice and upon consent of the Divisional Commander. Job share participants are not eligible for split shifts.

40.17 Job share participants working beyond their full tour of duty will be entitled to overtime as per the collective agreement.

40.18 If a call back situation arises, all job share participants are eligible for such callbacks in a fair and equitable rotational system.

40.19 The court attendance premium will be paid in accordance with the collective agreement.

40.20 Job share participants working a rotating shift will be entitled to fifty percent (50%) of the statutory holiday credits that would have been received by a full time Member during the job share arrangement, as per the collective agreement. Day shift civilian Members will receive fifty percent (50%) of the yearly allotment of statutory holiday credits to be taken as time off in the calendar year.

40.21 Job share participants will earn annual leave at the rate of fifty per cent (50%) of the Member's normal entitlement, according to seniority with the Service, pro-rated in accordance with actual period worked in the job sharing arrangement.

40.22 Job share partners are eligible for only one week or one block of vacation leave during prime time. All other vacation leave requests will be made in accordance with the Holiday Selection Chart System provided in the collective agreement.

40.23 Pension contributions and credits will be adjusted in accordance with OMERS regulations.

40.24 Eligibility for Long Term Disability benefits will be determined in accordance with the rules and regulations applicable to the LTD benefit plan.

40.25 Group Life and Accidental Death and Dismemberment Insurance are payable at fifty percent (50%) of the rate of a regular full time Member.

40.26 (a) Benefit eligibility and entitlement is subject to the rules and regulations of the benefit plans and the benefit contract between the Regional Municipality of Durham, the Board and the carrier.

(b) Extended Health Care and Dental Plans are payable at fifty percent (50%) of the rate of a regular full time Member. Members will have the option to purchase full coverage for Extended Health Care and Dental while on a job share.

(c) Subject to restrictions in the benefit contracts, if either Member wishes to purchase coverage for the benefit they do not receive, they may do so by paying the premium for the year in a lump sum.

40.27 Association dues and assessments payable by the job share participants will be paid at the rate of one hundred percent (100%) of the regular dues paid by full time Member.

As agreed to at Whitby, on this 28th day of March, 2025.

FOR THE ASSOCIATION:

Aug 7 2025

Andrew Tummonds, President

Aug 7 2025

Jay Shaddick, Vice President

FOR THE BOARD:

AUG 7, 2025

Shaun Collier, Chair

APPENDIX 'A' – JOINT COMMITTEES

Where applicable, a committee established under the terms of this appendix to the Uniform or Civilian Collective Agreement may consider analogous issues under the other Collective Agreement and will satisfy that Collective Agreement's requirement to establish a similar committee.

Disability Committee – Joint committee comprised of three (3) representatives of the Association and three (3) representatives of the Board. The Committee will examine alternatives to the existing sick leave plan and make recommendations to provide adequate protection in the event of short-term and long-term disability.

Posting Committee – Joint committee comprised of two (2) representatives of the Association and two (2) representatives of the Board. The committee will review the process and definition of the posting Article and make recommendations to the Chief.

Part time Employee Committee – Joint committee comprised of representatives of the Association and of the Board. The committee will review and recommend the possible inclusion of part-time Member definitions in the collective agreement.

Holiday Selection System Review Committee – Joint committee comprised of four (4) representatives of the Association and four (4) representatives of the Board. The Committee will review and discuss the implementation and operation of the holiday selection system in Article 27.

Wordsmithing Committee – Joint committee comprised of Association and Board representatives. The Committee will review and recommend changes to the present wording of the Collective Agreement for clarification purposes only.

Equipment Committee – Joint committee comprised of Association and Board representatives. The Committee will meet to study matters of mutual concern relating to equipment and will make recommendations to the Chief who will consider such recommendations in good faith.

Staff Deployment Committee – Joint committee comprised of three (3) Members named by the Association and three (3) Members named by the Board and will meet whenever requested by any Member of the SDC to consult on any future changes to the shift schedule and on deployment of Members, particularly relating to two Member patrol cars. The Member seeking the meeting will provide a brief agenda in advance and in writing of subjects to be discussed. The SDC will strive to reach a consensus. The SDC will provide input to the Chief either on its own initiative or when requested by the Chief. The SDC will also offer recommendations to the Chief regarding minimum staffing.

Central Sick Leave Bank Committee – Joint committee comprised of three (3) representatives of the Association (two uniform and one civilian) and at least (1) representative of the Board. The Committee will review and administer all requests for time from the CSLB.

Miscellaneous -- Prior to the expiration of this agreement, if any change in the existing policy of the Ontario Police College, or the Canadian Police College results in a cost to the Member such costs will be the matter of review and discussion between the two parties to this agreement.

Communications Centre Committee – Joint committee comprised of two (2) representatives of the Association and two (2) representatives of the Board. The committee will review strategies for respite in the Communications Centre including the use of part-time staff and plans to find short-term respite from front line duties in the communications centre.

Letter of Understanding – Investigator Reports

WHEREAS the parties agree to abide by the following terms in accordance with the Respect in the Workplace Directive HR-02-11 ("the Directive"), as may be amended from time to time;

AND WHEREAS the parties agree that this Letter of Understanding will be affixed as an appendix to the Uniform and Civilian Collective Agreements, but shall not be deemed expressly incorporated into the Collective Agreements;

NOW THEREFORE the parties agree as follows:

a. Following the completion of an investigation under the Directive relating to a complaint filed by an Association member, the Board shall provide forthwith to the Association, a full copy of an investigator's report ("the Report"), which shall include but not be limited to all documents and other evidence (including notes or transcripts of witness interviews) considered as well as the conclusions of the investigator.

b. The Association shall use the Report only for the purpose of representing its members said issue and shall disclose the contents of the report solely for this purpose. This report will only be viewed by the President, Vice President and full-time employees of the Association, including their legal counsel.

c. Where there are reasonable grounds to believe that disclosure of a Report to the Association may adversely impact Members' free and full participation in an investigation, the Parties may agree to disclosure of a redacted version of the Report, but such redaction shall only be to the extent necessary to reasonably protect the privacy of any affected Member.

d. It is understood that a violation of the terms of this Letter of Understanding shall result in irreparable harm to the Board and the Board may file a policy grievance on the same.

This Letter of Understanding shall expire with the Collective Agreement and shall only be renewed on mutual agreement between the parties.

Letter of Understanding – Member's Medical Information

WHEREAS the parties are jointly committed to ensuring the appropriate handling of members' medical information;

AND WHEREAS the parties seek to clarify the process for the handling of medical information;

AND WHEREAS it is in the interest of the parties to expand the scope of the Service's Health and Wellness Unit and their shared access to information to ensure consistent and efficient services to the Members;

AND WHEREAS the parties agree that this Letter of Understanding will be affixed as an appendix to the Uniform and Civilian Collective Agreements, but shall not be deemed expressly incorporated into the Collective Agreements;

NOW THEREFORE the parties agree as follows:

1. Where the Board requests medical information relating to a member, it shall be provided to designated Members of the Health and Wellness Unit ("HWU"). These designated Members shall use such medical information in a manner that is consistent with the purpose for which the information was disclosed and in accordance with any relevant privacy legislation or law. Further, designated HWU Members will not disclose such information without the Member's consent except:

    a. as authorized or required by law, which includes, without limitation, the Board's obligation to maintain a safe and harassment free workplace in accordance with the Occupational Health and Safety Act and the Human Rights Cod;.

    b. to external professionals where disclosure is consistent with the purpose for which the medical information was disclosed; or

    c. to legal counsel as part of grievance or litigation process wherein the medical information is arguably relevant.

2. Any requests for medical information will be made directly to the member. The member is

responsible for responding to such requests in a timely and thorough manner.

This Letter of Understanding shall expire with the Collective Agreement and shall only be renewed on mutual agreement between the parties.

Letter of Understanding – Policy on Legal Indemnification

The parties shall meet within 90 days of ratification of the Collective Agreement to discuss the terms and implementation of a policy on Legal Indemnification. It is understood that while the Association will be consulted and provide input on the policy, the final terms of the policy remain within the Employer's discretion.