UNIFORM COLLECTIVE AGREEMENT

between

THE HALTON REGIONAL POLICE SERVICES BOARD

and

THE HALTON REGIONAL POLICE ASSOCIATION

January 1, 2024 - December 31, 2027

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B E T W E E N

THE HALTON REGIONAL POLICE SERVICES BOARD
hereinafter called the "BOARD"

OF THE FIRST PART

- and -

THE HALTON REGIONAL POLICE ASSOCIATION
hereinafter called the "ASSOCIATION"

OF THE SECOND PART

WITNESSETH THAT IN consideration of the mutual covenants and agreements hereinafter contained, the parties hereto have agreed as follows:

ARTICLE 1 - PURPOSE

1.01 The Purpose of the Agreement is to comply with the Community Safety and Policing Act, 2019, and the Regulations as amended from time to time and to maintain a harmonious relationship between the Board and the Association members and to provide an orderly and amicable method of settling differences or grievances which may arise between the parties.

ARTICLE 2 - RECOGNITION AND DEFINITION

2.01 The Board recognizes the Association as the exclusive bargaining agent for members covered by this agreement.

2.02 For the purpose of the Agreement:

(a) "Member" means a Police Constable, other Police Officer or Cadet of the Halton Regional Police Service save and except the Chief of Police, Deputy Chief and Senior Officers.

(b) "Association" means the Halton Regional Police Association;

(c) "Board" means the Halton Regional Police Services Board;

(d) "Chief" means the Chief of Police of the Halton Regional Police Services;

(e) "Service" means the length of continuous service with the Halton Regional Police Service.

(f) "Spouse" means either of two people:

(i) who are married to each other; or

(ii) are not married to each other and are living together in a conjugal (marriage-like) relationship continuously for at least one year, or in a conjugal (marriage-like) relationship of some permanence if they are the natural or adoptive parents of a child (sometimes referred to as "common-law spouse").

(g) Wherever applicable, the singular number shall include the plural and the masculine gender shall include the feminine.

(h) "Mutatis Mutandis" means "with the necessary changes in detail, meaning that matters or things generally the same, but are to be altered when necessary."

(i) "Court Time" means the required attendance of a member for the purpose of giving evidence at Ontario Court, Provincial Offences Court or at any other judicial proceeding in the capacity of a witness concerning matters arising out of the course of official duties.

(j) "Loco Parentis" means "in the place of a parent, [a person] charged with a parent's rights and duties."

(k) "Region" means the Regional Municipality of Halton.

(l) "Seniority" means the length of continuous service as a police officer with the Halton Regional Police Service.

(m) "Volunteer" means a member of the public who donates time without monetary compensation.

(n) "Rotating Shift" refers to the process of changing shifts on a regularly scheduled basis. This shall include shift schedules defined in Articles 8 and 26.02.

(o) "Sign or Signing" (Ref: 12.03 to 12.09, 26.07(l) to (r)) means the selection of vacation time by a member, from their respective District/Unit/platoon vacation roster.

(p) "Harassment" and "Workplace Violence" shall be defined as per the Ontario Human Rights Code and the Occupational Health and Safety Act, RSO, 1990, C.01.

2.03 It is hereby confirmed that the members of the Police Services Board shall not be liable personally for any action or any other proceeding which may arise from the application or administration of the Collective Agreement.

ARTICLE 3 - RIGHTS OF THE BOARD

3.01 The Association and its members recognize and acknowledge that, subject to the provisions of the Community Safety and Policing Act, 2019 and the Regulations thereto; it is the exclusive function of the Board to:

(a) Maintain order and efficiency;

(b) Hire, discharge, classify, promote or demote any member of the Police Service;

(c) Without limiting the generality of the above, generally to supervise and administer the affairs of the Service.

3.02 If a member claims that the Board has exercised any of the functions outlined in Article 3.01 paragraph (b) and (c) unfairly or unjustly or in a discriminatory manner without reasonable cause, 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 Commission as prescribed by the Community Safety and Policing Act, 2019.

ARTICLE 4 - ASSOCIATION MEMBERSHIP

4.01 All members shall be eligible for membership in the Association in accordance with the provisions of the Community Safety and Policing Act, 2019, and Regulation as amended from time to time. Membership in the Association shall not be a condition of employment.

4.02 All members shall as a condition of employment, pay an amount that shall be equal to a fixed amount prescribed by the Association for monthly dues.

4.03 During the term of this Agreement, the Board shall ensure the Regional Treasurer deducts an amount equal to the amount prescribed by the Association for the monthly dues from every bi-weekly pay of each member. A list shall be prepared, in accordance with the payroll deduction of such dues providing the Association with the names, addresses and classifications of the members from whose pay such deductions have been made, together with the names, address and classification of any members who have, since a last payment, ceased to be employed by the Board. Such list shall be forwarded to the Association together with the sums deducted from each pay within one (1) week of each such deduction.

4.04 The Board shall not be liable for any actions or any other proceedings which may arise from the application of this Article.

4.05 For administrative purposes, the Association shall be notified of all contractual employees hired by the Police Service and shall be provided with the title of the position, details regarding the duration of each contract, the hours of employment, and the contractual expiry date. Such information shall be provided to the Association within one (1) week of the end of the month containing the employee's first day of employment.

4.06 The Board or its designate will advise the Association member of their rights to representation in all cases related to any disciplinary actions, performance related issues and/or any workplace investigations.

4.07 On a quarterly basis, the Association shall be provided with an updated list of current members, including the following information:

- Name
- Address
- Employee ID
- Phone number(s)
- Position
- Bureau/District
- Union code (civilian/uniform)
- Pay status
- Rank or grid/step
- Email address

ARTICLE 5 - NO DISCRIMINATION

5.01 The Board agrees that there will be no discrimination, interference, restraint or coercion exercised or practiced by the Board, or its representatives, with respect to any members because of their membership in, or connection with the Association, and further agrees that membership in the Association by members who are eligible to join the Association will not be discouraged.

5.02 The Association agrees there will be no discrimination, interference, restraint or coercion exercised or practiced by the Association, or by any member or representative of the Association, with respect to any member who is not a member of the Association.

ARTICLE 6 - ASSOCIATION REPRESENTATION

6.01 The Association shall name, appoint or otherwise select a Negotiating Committee. The Committee shall consist of a maximum of eight (8) Members to represent the entire membership.

6.02 The Board shall recognize and deal with the said Committee with respect to negotiations.

6.03 The Association and the Board shall recognize and deal with each other with respect to any matter which properly arises from time to time and agree to cooperate with one another in the administration of this Agreement.

ARTICLE 7 - GRIEVANCE PROCEDURE

7.01 Subject to those matters governed by the Community Safety and Policing Act, 2019, any difference between the parties concerning the interpretation, application, administration or alleged violation of the provision of this Agreement, shall be dealt with in accordance with the following articles listed below.

7.02

(a) When a member has a complaint or alleges there has been a violation of the collective agreement, they shall forthwith convey to their immediate supervisor and/or manager, if appropriate, orally or in writing, all facts relative to the complaint. At the request of the member, an Association representative may attend at this stage. The member and the supervisor shall make every attempt to resolve the problem at this preliminary stage. The supervisor and/or manager shall respond to the member's complaint within ten (10) days. The Association shall also be notified of this response, if the complaint is resolved. The member shall have no right of procedure unless the member has first attempted to resolve the difference by this preliminary procedure, subject to Article 7.08.

(b) Where in the opinion of the member, it would be inappropriate for the immediate supervisor to deal with the said complaint referred to in 7.02(a) above, the member may contact the supervisor's immediate supervisor to deal with the complaint. The member may be accompanied by a representative of the Association in this instance.

7.03 If the member and the member's supervisor fail to resolve the complaint to the satisfaction of the member, or if the supervisor fails to discuss, acknowledge, or otherwise deal with the complaint, the member may invoke the following procedure in an attempt to remedy the grievance.

Step 1 The Association shall reduce the member's complaint to writing using the Grievance Form and shall submit it to the Senior Officer and/or Manager in charge of the Division or Unit within sixty (60) working days of the alleged violation or of the date issue was first brought to the attention of the Association.

When a policy issue is brought to the attention of the Association, a complaint on the issue shall be reduced to writing using the Grievance Form and shall be submitted to the Senior Officer and/or Manager in charge of the Division or Unit within sixty (60) working days of the date the issue was first brought to the attention of the Association.

A Senior Officer and/or Manager shall meet with the aggrieved member(s) who may be accompanied by a representative of the Association at this step or shall meet with the Association in the case of a policy grievance. The Senior Officer and/or Manager shall render a written decision within ten (10) days following such meeting.

Step 2(a) If no satisfactory settlement is reached to the written grievance, at Step 1, the aggrieved member(s) or an Association representative may within ten (10) days of receipt of the response at Step 1, submit the grievance to the Chief of Police (or designate), or to the Board. The Chief (or designate), or the Board as the case may be, shall fix a time within the next five (5) weeks, at which time the Chief of Police (or designate), or the Board, shall convene a meeting with the grievor, an Association representative(s) and a management representative(s) to hear the submission in an attempt to resolve the grievance. The Chief of Police (or designate), or the Board, shall render a written decision within ten (10) days following such meeting. The Board may exercise its right to direct the Chief of Police (or designate), to hear the grievance.

Step 2(b) The following information relative to Step 1, if requested, shall be provided by the Association to the Chief of Police (or designate), or the Board, prior to the meeting.

(i) All relevant documentation from previous steps;
(ii) Decisions from previous steps;
(iii) Synopsis of the issue in dispute.

Step 3(a) If no settlement is reached at Step 2 of the grievance procedure, either party may notify in writing, of its intention to submit the grievance to conciliation as provided by the Community Safety and Policing Act, 2019, within twenty (20) days of receipt of the written decision of the Chief of Police or the Board, as the case may be.

Step 3(b) If no settlement is reached via conciliation, either party may notify the other in writing, of its intention to submit the grievance to arbitration within twenty (20) days of receipt of the conciliation officer's report, verifying no agreement was reached via conciliation.

The notice shall include:

(i) the statement of the grievance and the settlement desired;
(ii) submission on whether the grievance shall be heard by one Arbitrator, or a three person Board of Arbitration;
(iii) the names of one or more proposed arbitrators.

Step 3(c) The Board shall indicate whether it accepts the Association's submission on whether a single or three person board shall be used.

Step 3(d) If the parties agree to use a three person board, but cannot agree on a Chair, the parties shall request the Solicitor General to appoint the Chair.

Step 3(e) If the parties agree to use a single Arbitrator, but are unable to agree on a joint appointment, the parties shall request the Solicitor General to appoint the Arbitrator.

7.04 The decision at each step above shall be final and binding upon the Board and the Association and upon the aggrieved member affected by it, unless a subsequent Step is taken within the times herein limited.

7.05 No matter may be submitted to arbitration which has not been properly processed through all previous steps of the grievance procedure. However, the parties may at any stage agree to omit one or more stages of the grievance procedure, as long as such omission does not contravene the Community Safety and Policing Act, 2019. The Chief of Police (or designate), or the Board may waive Step 2 of the grievance procedure, if so desired.

7.06 Any time limit herein contained may be extended by mutual consent.

7.07 The word "days" in this article means Calendar days, exclusive of Saturdays, Sundays, Statutory holidays and the period of the grievor's vacation.

7.08 (a) Either party to this Agreement may lodge a grievance in writing, where a difference between the parties concerns the interpretation, application or administration of this Agreement, or where an alleged violation affects:

(i) more than one member; or,
(ii) the interests of either party to this Agreement.

(b) The grievance process may be initiated by either party on behalf of the aggrieved member(s) or the party concerned, as the case may be.

7.09 An arbitrator shall be appointed pursuant to the provisions of the Community Safety and Policing Act, 2019, as amended.

7.10 Each of the parties shall pay one-half (½) of the remuneration and expenses of the arbitrator(s).

ARTICLE 8 - HOURS OF WORK

8.01 (a) The hours of work shall be (i) forty (40) hours per week (either five (5), eight (8)-hour days or four (4), ten (10)-hour days ("Regular"), (ii) twelve (12) hours per day, with two (2) consecutive day shifts and two (2) consecutive night shifts ("Compressed"), or (iii) as agreed to by the Association and the Chief of Police. The Chief of Police may implement new shift schedule arrangements after consultation and discussion with the Association.

(b) A Regular 8-hour day shall include a one (1) hour lunch period to be taken midway in the work period, subject to the exigencies of the service. The place at which the lunch period is to be taken shall be agreed between the Chief of Police and the Association.

(c) No deduction for pay or overtime payment shall be made for the short tour worked or the additional hour worked as the result of changeover to Daylight Saving from Standard Time and vice versa.

(d) The typical Regular shift shall be as follows:

First 12:01 a.m. to 8:00 a.m. (11:00 p.m. to 7:00 a.m.);
Second 8:00 a.m. to 4:00 p.m. (7:00 a.m. to 3:00 p.m.);
Third 4:00 p.m. to 12:00 midnight (3:00 p.m. to 11:00 p.m.); or
Four (4), ten (10)-hour days with start and end times implemented by the Chief of Police after consultation and discussion with the Association.

In brackets are covering shifts as the Chief of Police deems necessary. The 7:00 p.m. to 3:00 a.m. shift may be required from time to time at the discretion of the Chief of Police. The 7:00 p.m. to 3:00 a.m. shift would be substituted for the first shift, and such shift may be advanced or delayed to a maximum of one (1) hour at the Chief's discretion.

(e) Members assigned to rotating shifts shall regularly rotate from one shift to another so that a reasonably equal amount of time will be spent by a member on each shift. Subject to the

requirements of the service and at the discretion of the Chief of Police, such other temporary shifts may be required as exigencies of the service dictate.

Compressed Work Schedule

(f) In addition to the following provisions, other articles of this agreement are intended to operate with necessary modification to apply to members working the Compressed schedule (e.g. Designated Holidays, Sick Leave Credit Plan, Annual Vacations, Bereavement Leave) in a manner that achieves the same substantive rights and obligations.

i. The typical Compressed shift shall be as follows:

Day Shift - 6:00 a.m. to 6:00 p.m. (7:00 a.m. to 7:00 p.m.)
Night Shift - 6:00 p.m. to 6:00 a.m. (7:00 p.m. to 7:00 a.m.)

The times in brackets are covering shifts as the Chief of Police deems necessary. In addition, a portion of the platoon may be scheduled to work a 3:00 p.m. to 3:00 a.m. in lieu of the night shift, and such may be advanced or delayed to a maximum of one (1) hour at the Chief's discretion.

ii. Due to the fact that under the 12-hour shift system, a member works an average of 42 hours per calendar week, a bank of 104 hours of "Accrued Time" is earned over the period of a year. This Accrued Time must be taken as time off by December 31. For the purpose of controlling this Accrued Time, the year shall be divided into quarters, with 26 hours to be taken as the time off in each quarter by agreement between the member and their supervisor. Any time not accounted for by the 15th of the third month in the quarter shall be taken off prior to the end of each quarter at a time designated by the supervisor and time so designated shall be in a minimum of four hour blocks. A member assigned to a training course of one week or more shall revert to an 8 hour per day, 40 hour week.

iii. For those members transferred at any time during the calendar year, the hours of accumulated time shall be calculated on an individual basis.

iv. Starting times shall be adjusted so that the night shift and day shift work an equal number of hours on the changeover to Daylight Saving from Standard Time and vice versa.

8.02 Members who, because of the exigencies of the service, do not receive all or any portion of their lunch period as specified in Clause 8.01 shall be paid for time lost at straight time at their prorated hourly rate.

8.03 Changes to shift schedule arrangements subsequent to those referred to in Article 8.01 shall be agreed between the Chief of Police and the Association Executive, subject to the exigencies of the service.

8.04 Days off shall be consecutive, subject to the exigencies of the service.

8.05 Subject to the exigencies of the service, shifts scheduled shall not be changed unless forty-eight (48) hours' notice is given or unless agreed to by the member(s) affected and the Chief of Police or a Deputy Chief or the Senior Officer then in charge of the Service.

8.06 Members shall report at the office to which they are assigned in time to be in all respects prepared for duty at the commencement of the shift.

8.07 A member seconded to a Police College or such other facility or on special assignment approved by the Board shall be subject to the working conditions or conditions of service the member is seconded to, and shall not be subject to any penalty or any other benefit in this Agreement.

8.08 Members may voluntarily exchange shifts or days off member for member, subject to the exigencies of the service. The substitution of Regular shifts for one another shall not exceed one double shift in a forty-eight (48) hour period. Compressed shifts shall not be exchanged to result in double shifts (i.e. twenty four hours). The reciprocal arrangement shall be approved by the Sergeant of each member, and approval does not include overtime pay for the other member's normal hours of work.

ARTICLE 9 - OVERTIME/COURT TIME

Overtime

9.01 Authorized overtime shall be paid at the rate of time and one-half (1½) the member's regular prorated hourly rate on the following system:

(a) If the member works thirty (30) minutes to one (1) hour following the normal daily shift, they will receive an overtime credit of one (1) hour. No credit will be granted for less than thirty (30) minutes work.

(b) A credit of one (1) hour shall be made for each additional hour or part thereof, in excess of fifteen (15) minutes, worked after the first completed hour of overtime worked as set out in (a) above.

9.02 All overtime shall be computed and paid bi-weekly, except as set out in (a) below.

(a) A member, at their option, may elect to accept compensation for overtime worked by taking time off from regular duty on a time and one-half (1 ½) basis provided that the total number of accumulated banked hours for both overtime and court time shall not exceed fifty-two and one-half (60) hours in total. The time off from regular duty shall be at a time approved by the Chief of Police or designate. Accumulated hours not taken as time off regular duty by November 30 of that year shall be paid at time and one half (1 ½).

(b) A member may elect to have their accumulated banked hours as described in 9.02 (a), converted to pay at any time during the year.

9.03 When a member is called out for duty from off-duty hours or prior to the commencement of their regular shift, they shall be granted a minimum of four (4) hours pay at time and one-half (1½) the regular prorated hourly rate.

9.04 When a member is recalled to duty from their annual vacation, they shall be credited with a minimum eight (8) hours at the rate of double their regular prorated hourly rate, and an additional credit of one (1) hour for every additional hour or part thereof of attendance in excess of the minimum eight (8) hours.

Court Time – Members

9.05 When a member is required to attend Court during off-duty hours, they shall receive a credit of four (4) hours minimum overtime for each attendance, and an additional credit of one (1) hour overtime for every additional hour or part thereof of attendance in excess of the minimum four (4) hours.

9.06 Normal reporting time shall be one-half (½) hour before the start of Criminal Court and the court starting time for other Courts.

9.07 Court time after night shift shall commence upon completion of the night shift which terminates at 0700 hours and will continue to the completion of Court, for a minimum of four (4) hours.

9.08 A member who is required to attend Court on a day that falls on a night shift shall be switched to a day shift when requested, subject to the exigencies of the Service.

9.09 All court time shall be computed and paid monthly, except as set out in (a) below.

(a) A member, at their option, may elect to accept compensation for court time worked by taking time off from regular duty on a time and one-half (1½) basis provided that the total number of accumulated banked hours for both overtime and court time shall not exceed sixty (60) hours in total. The time off from regular duty shall be at a time approved by the Chief of Police or designate. Accumulated hours not taken as time off regular duty by November 30 of that year shall be paid at time and one half (1½).

(b) A member may elect to have their accumulated banked hours as described in 9.09 (a) converted to pay at any time during the year.

9.10 Travel compensation for members who are required to attend Court outside the boundaries of the Region of Halton will be paid at the rate of one minute per kilometer from point of destination and return, provided that travel compensation is not already provided by the Court. Mileage shall be paid at the established Regional rate unless the member is reimbursed by the Courts.

9.11 All witness fees, excluding expenses awarded to a witness, received by a member attending Court during either on or off duty hours shall be forfeited to the Halton Regional Police Service.

9.12 When a member is recalled from their annual vacation to attend Court, they shall be credited with a minimum of eight (8) hours at the rate of double their regular prorated hourly rate, and an additional credit of one (1) hour for every additional hour or part thereof of attendance in excess of the minimum eight (8) hours.

9.13 Members recalled from annual vacation to attend Court, shall be paid at the current Regional rate for return mileage from point of departure.

Court Time - Retired Members

9.14 A member who has retired from the Halton Regional Police Service, is in immediate receipt of the member's OMERS pension and is required to attend Court as a result of former duties as a member of the Service, shall be compensated for a minimum of four (4) hours at the current hourly base rate of pay for the rank held by the member at the time of their retirement.

9.15 Travel compensation for retired members who are required to attend Court within the boundaries of the Region of Halton and who no longer reside within the Region of Halton will be paid at the rate of one minute per kilometer, for the rank held by the member at the time of their retirement, from point of destination to the Court and return provided that travel compensation is not already provided by the Court.

9.16 Mileage shall be paid at the established Regional rate unless the retired member is reimbursed by the Courts.

9.17 All witness fees, excluding expenses awarded to a witness, received by a retired member attending Court in connection with the retired member's duties while a member of the Service shall be forfeited to the Halton Regional Police Service.

ARTICLE 10 - DESIGNATED HOLIDAYS

10.01 Members, except in Article 10.06, are entitled to a day from duty for each designated holiday outlined in Article 10.02. Such day(s) from duty shall be scheduled by the Chief of Police in conjunction with other normal days from duty wherever possible. Members shall be paid a normal day's pay for each day so scheduled from duty as set out herein. Members not working a rotating shift shall take their day off on the day the designated holiday falls, subject to the exigencies of the Service. If the designated holiday otherwise falls on a member's non-working day, the member shall receive credit for alternate time off.

If any of these days fall on a Saturday or Sunday, the Friday preceding or the Monday following shall be designated as the holiday.

10.02 For the purpose of this Article, designated holidays mean:

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

Notwithstanding Section 10.03(ii), "Unnamed Day" is not included in the calculation of the twelve (12) days and must be taken as time off at a mutually agreeable time.

10.03 A member assigned to rotating shifts shall have the option of working these days from duty, provided they notify the Chief of Police, in writing, of their intentions prior to January 1st of the calendar year.

(i) The Member who exercises the option and works the days shall be paid twelve (12) days' pay in addition to their normal pay for working these days which shall be paid on the first pay in December.

(ii) A Member may exercise the option and take six (6) days off as designated holidays with pay and six (6) days pay in addition to normal pay, which shall be paid on the first pay in December.

10.04 A Member may exercise the option outlined in Article 10.03 and accumulate designated holidays for days off, in a time period not to conflict with summer annual vacation (July 1st to August 31st) or after December 15. Such accumulation shall not exceed twenty-four (24) hours of designated holiday time in each year.

10.05 Article 10 shall be granted, subject to the exigencies of the Service and when necessary, Article 18, Seniority, shall apply.

10.06 A Member appointed after January 1st shall be eligible for a proportionate number of days provided in Clause 10.02 related to the number of completed calendar months of service in the year, in which the employee receives pay for at least eighty (80) days in that month), i.e. one day (1) for each completed month of service.

10.07 Compensation in time or pay for statutory holidays during bereavement leave, annual leave or worker's compensation, may be granted at the sole discretion of the Chief of Police.

10.08 In the event the Government of Canada, the Province of Ontario or Municipal Government proclaims another statutory holiday, it shall replace the "Unnamed Day" contained in Article 10.02.

10.09 Notwithstanding Article 10.01, members not working a rotating shift shall have the option of accumulating designated holiday time to any of Good Friday, Easter Monday and/or Christmas Day to be replaced with days off at a mutually agreeable time. Such accumulation shall not exceed twenty-four (24) hours of designated holiday time in each year. To exercise this option the member must notify the Chief of Police, in writing, of their intentions prior to January 1 of the calendar year.

10.10 A member working a Compressed schedule who elects to take Statutory Holidays as time from duty shall have the number of days so elected converted to hours at the rate of eight (8) hours per Statutory Holiday, to be applied.

ARTICLE 11 - SICK LEAVE CREDIT PLAN

11.01

(a) On occasion of a bona fide illness or accident (non-compensable) of any member who has been employed in an authorized position for at least three (3) continuous months, leave of absence up to fifteen (15) continuous weeks (or 600 continuous hours for Compressed-schedule members) with full pay will be granted to such member.

(b) Members with five (5) years of service or more will be granted leave of absence up to twenty (20) continuous weeks (or 800 continuous hours for Compressed-schedule

members). Thereafter, one (1) continuous week of leave of absence (or 40 continuous hours for Compressed-schedule members) will be added for each year of continuous service, to a maximum of forty-five (45) continuous weeks (or 1800 continuous hours for Compressed-schedule members) for members with thirty (30) continuous years of service or more. A Compressed-schedule member on sick leave shall have "Float Time" credited at the rate of two (2) hours per calendar week during the duration of the illness.

(c) For calculation of the above, successive periods of illness or non-compensable accident shall be considered as one period of disability unless the Member returns to work and completes at least six (6) weeks (or 240 hours for Compressed-schedule members) of active, full-time, employment before commencement of the later period unless the later disability is due to causes wholly different from those of the prior disability.

(d) Absence from work because of disability shall be reported to the immediate supervisor by the member immediately upon the commencement of absence.

(e) When a member has had four (4) incidents of sick leave in any twelve (12) month period, payment for subsequent occasions of disability will be withheld for the first two (2) days (or 16 hours for Compressed-schedule members) of such occasion if the member has not adequately substantiated their sickness as being bona fide. On occasions when a member works more than a half shift before leaving work because of illness, such instance will not be counted as an "incident" within the meaning of the paragraph.

11.02

(a) The Chief of Police or designate may require a doctor's report regarding a member's sickness at any time. In any case, a member who is absent from work for more than three (3) consecutive working days shall provide their immediate supervisor with a certificate satisfactory to the Service not later than seven (7) days after the commencement of their sickness or upon return to work, whichever occurs first.

When such a note is required, the note shall be dated on or during the employee's absence when practical to do so. The note must adequately confirm the member's absence as bona fide and must be signed by the treating licensed medical professional(s).

Reference to licensed medical professional means an individual licensed to practice medicine by the Ontario College of Physicians and Surgeons or any other licensed medical practitioner as referred by the member's doctor.

In the event a member is required to seek medical treatment outside the Province of Ontario, such treatment shall be confirmed by the member's doctor as bona fide and the subsequent medical certificate shall qualify for the purposes of this article.

Reference to Doctor/Physician/Specialist means an individual licensed to practice medicine by the Ontario College of Physicians and Surgeons.

(b) Where any period of illness or disability is more than seven (7) consecutive scheduled work days, a certificate from the Member's personal physician, reporting the duration or probable duration of the sickness shall be provided within the first fifteen (15) days. Notwithstanding the foregoing, the Chief of Police may in their sole discretion, extend the

time frame in which a Member must provide a medical certificate to such period of time as the Chief of Police deems appropriate.

(c) For Compressed-schedule members, where any period of sickness is more than one hundred and twenty (120) consecutive working hours, a certificate from the member's personal physician, reporting the duration or probable duration of the sickness with the first and most recent dates of attendance of the member, shall be provided within the first one hundred and twenty (120) hours of absence and every subsequent one hundred and twenty (120) hours of absence there from. Notwithstanding the foregoing, the Chief of Police may, in their sole discretion, extend the time frame in which a Member must provide a medical certificate to such period of time as the Chief of Police deems appropriate.

(d) When a Member is required to provide a medical certificate, the cost of such shall be reimbursed to the Member by the Board.

11.03 Where a member is absent from duty by reason of a WSIB-compensable injury or illness occurring in the course of employment, the Board shall make payment such that, when combined with the applicable WSIB loss-of-earnings ("LOE") benefit, the member receives total compensation equivalent to 100% of their regular net salary until the earlier of (i) the end of the WSIB LOE claim, (ii) the member's earliest eligibility for an unreduced pension in accordance with the OMERS plan, or (ii) the member's Normal Retirement Age ("NRA") in accordance with the OMERS plan.

For greater clarity, all premiums based upon attendance at work, including but not limited to, overtime, shift premiums, assignment premiums, and clothing or cleaning allowances, shall not be considered part of the member's regular net salary under this part.

The provisions of this clause do not apply in the case of pensionable injury. Except as otherwise provided in 11.04, no sick leave shall be paid in cases where the member is eligible for WSIB compensation.

The benefit under this part is conditional on the member receiving an LOE benefit, remaining in the employ of the Service and not receiving any other income-indemnity, disability benefit, pension, wages, salary, remuneration, compensation or income from any other employment or self-employment. The member must immediately disclose receipt of any such amounts to the Service.

In no circumstances shall the member receive more net compensation while on a WSIB claim than the regular net salary they would have received while working.

11.04 For all amounts which the Board or the Region, as the case may be, pays pursuant to Article 11.03 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.

11.05 Employees may not claim benefits under the provisions of Article 11.01 if any of their absences result from illness or injury for which the employee is entitled to Workplace Safety and Insurance

benefits, arising out of the performance of work for gain for any other employer.

11.06 Notwithstanding any other provisions contained in this Collective Agreement, "Continuous Service" for the purposes of calculating sick leave credits shall not be deemed to be broken by pregnancy leave, parental leave or any other leave of absence granted or recognized by the Board or Chief of Police.

11.07 Notwithstanding any provision contained in this Collective Agreement at no time shall a Member's net pay while on a sick leave or other such leave, exceed their regular, pre-injury/illness, net pay.

ARTICLE 12 - ANNUAL VACATIONS

12.01 The vacation year shall be from January 1st to December 31st of each calendar year, inclusive. A Member will become entitled to the scheduled increase in annual vacation after the first day of January in the year which the Member completes the required years of service.

12.02 A Member shall earn vacation leave credits with pay at the following rate for each month during which the employee receives pay for at least eighty (80) hours:

(a) With less than one year of continuous service – Hours will be prorated per month for each month of continuous service up to a maximum of One Hundred and Twenty (120) hours.

(b) One (1) year of continuous service – One Hundred and Twenty (120) hours;

(c) Five (5) years of continuous service – One Hundred and Fifty-two (152) hours;

(d) Ten (10) years of continuous service – One Hundred and Sixty-eight (168) Hours;

(e) Fifteen (15) years of continuous service – Two Hundred and Eight (208) hours;

(f) Twenty (20) years of continuous service – Two Hundred and Forty-eight (248) hours;

(g) Twenty-five (25) years of continuous service – Two Hundred and Eighty (280) hours;

(h) Thirty (30) years of continuous service – Three Hundred and Four (304) hours.

(i) With more than Thirty (30) years of continuous service – Three Hundred and Four (304) hours, plus an additional Eight (8) hours per further year of continuous service, up to a maximum of Three Hundred and Sixty (360) hours.

For members working a compressed work schedule, annual vacation with pay shall be deducted from the vacation bank at the rate of twelve (12) hours per shift. Annual vacation shall be defined as starting when a member commences an absence from duty due to hours being deducted from their vacation bank and continuing until the member returns to active duty.

12.03 Members will sign for their annual vacation entitlements on or before January 31 of the vacation year, in accordance with the provisions of 12.03 to 12.11 and Article 18. During the vacation draw,

members must draw vacation in full blocks (either all four (12) hour shifts or all five (8) hour shifts). Members are not required to sign for all of their annual vacation during the vacation draw, but any unsigned vacation time not signed by January 31st cannot be used to bump another Member with less seniority.

12.04 Members will be allowed to reschedule their vacation for an available time or with another member who is willing to change with them after January 31st of a vacation year. This request shall have a rationale and shall be submitted for approval to the District/Unit Commander or Manager.

12.05 In September of each year, an audit will be conducted to determine if any signed for vacation periods have not been taken. Members will be advised of any outstanding vacation time by October 1 of the entitlement year, and the member advised that the outstanding time must be signed for by November 1 of the same year, or it will be allocated by the Chief of Police or designate.

12.06 Notwithstanding any of the rights otherwise conferred by this Article 12, special circumstances in relation to vacation draw may be considered for approval by the Chief of Police or designate. All exceptions to Article 12.03 to 12.08 shall only be made upon approval of the Chief of Police or designate, who shall have first regard for the exigencies of the Service and second, the circumstances of the request.

12.07 When a member retires consistent with the terms of OMERS, regardless of the date of retirement within the year, the member will receive full annual vacation entitlement for the calendar year in which the member retires.

12.08 Vacation periods shall be allocated by the Chief of Police or designate and in so doing, the Chief of Police or designate shall have regard for the exigencies of the Service, then to the wishes of the member. Article 18 – Seniority shall be the governing factor.

In the event that two or more members with the same hire date apply for the same annual vacation time, the District/Unit Commander or Manager shall attempt to accommodate the request of such members, subject to the exigencies of the Service, and if the issue cannot be resolved to the affected members' satisfaction, the issue shall be resolved by a coin toss by the District/Unit Commander or Manager in the presence of the affected members.

12.09 A member who is or becomes totally disabled 2 days immediately prior to or 2 days immediately after their scheduled vacation commences and such total disability is reported on a Confidential Employee Medical Report, completed by the members treating practitioner, the member may have their vacation rescheduled to a date which, if possible, shall be satisfactory to the Member. Alternatively, the Member may defer the vacation entitlement to a mutually agreeable date to be used within the first three months following the date of their actual return.

12.10 Those Members employed by the Board on or before February 16th, 2004 and who are not covered under the Memorandum of Understanding attached dated October 13th, 1999, shall have 50% of their prior service as a Sworn Officer with any other Canadian Police Service recognized for the purpose of calculating vacation entitlement in Article 12.02 above, provided there is no unbroken service for a period beyond 90 days. The Member shall be required to submit satisfactory documentation of the prior service as a Sworn Officer. This recognition does not affect Article 2.02(l) or Article 18.

All Members covered by the Uniform Collective Agreement shall have their prior service as a Sworn Officer with any other Canadian Police Service recognized for the purpose of calculating vacation entitlement in Article 12.02 above, provided there is no break in service for a period beyond 120 days. If the break exceeds 120 days, or if the service is outside Canada, the Chief has discretion to recognize it. The Member shall be required to submit satisfactory documentation of the prior service as a Sworn Officer. This recognition does not affect Article 2.02(l) or Article 18.

12.11 If a Member transfers from the civilian collective agreement to this agreement, any vacation credits afforded to that member shall be recognized. This recognition does not affect Article 18 – Seniority.

ARTICLE 13 - BEREAVEMENT LEAVE

13.01

(a) In the event of a death in the immediate family of a member and upon notice to the Chief of Police, a member shall be granted leave of absence with pay for a period of five (5) days (or 48 hours for Compressed-schedule members). For the purpose of this Article, the immediate family means, wife, husband, common-law-spouse, daughter, son, foster-child, former foster-child, foster-parent, former foster-parent, a still-born, mother, father, mother-in-law, father-in- law, sister, brother, or person *in loco parentis*.

(b) In the event of the death of a member's child-in-law, sibling-in-law, grandfather or grandmother, three (3) days (or 24 hours for Compressed-schedule members) shall be granted for attendance at the funeral.

(c) In the event of the death of a member's aunt, uncle, niece, nephew or spouse's grandparent, one (1) day (or 8 hours for Compressed-schedule members) shall be granted for attendance at the funeral.

13.02 A Member will receive an additional one (1) day (or 8 hours for Compressed-schedule members) leave of absence with pay if the funeral of a relative indicated in Article 13.01 is over 500km from the Member's residence, or two (2) days (or 16 hours for Compressed-Schedule members) if the distance exceeds 1000km.

13.03 The Chief of Police may require evidence reasonable in the circumstances to substantiate bereavement leave entitlement. The Chief of Police may extend the time provided herein.

ARTICLE 14 - LEAVE OF ABSENCE - ASSOCIATION BUSINESS, PREGNANCY, PARENTAL AND OTHER

14.01 (a) **Leave of Absence for President of Association**

The Board shall grant a Leave of Absence to the Member elected as President of the Association with pay to conduct the affairs of the Association, subject to the following conditions:

(i) The Association will bear all expenses associated with the leave. The details of this condition are as follows:

1. The Association shall reimburse the Halton Regional Police Services Board for all salary, benefit and allowance expenses upon receipt of an invoice from the Board on a monthly basis.

2. The Board will maintain all benefits to which the member is entitled pursuant to the provisions of the applicable Collective Agreement. However, unless the Board determines otherwise, the Association shall reimburse the Service for the cost of the maintenance of such benefits.

3. The President shall make pension contributions for the period of time of the Leave in accordance with the OMERS Act and Regulations governing and the Association will be invoiced, as applicable, for the employer's share of the contributions.

4. During the leave period, no entitlement to vacation, designated/statutory holidays, bereavement leave or accrued time will accrue.

5. During the period of leave, the Board will not be responsible for costs associated with sick leave.

6. In the event the President is required to attend court in connection with his duties as a member of the Service, the member shall be reimbursed at the Board's expense, in accordance with Article 9.05 of the applicable Collective Agreement.

(ii) The President will accumulate seniority during the Leave. Upon returning to employment following this Leave, the member shall return to the same classification/rank as the member held at the time the Leave commenced provided any legislative and re-qualification requirements are complied with. If a Member is President for a period longer than six (6) years, any costs to meet legislative and re-qualification requirements are to be borne by the Association. Any required training required following a leave shall be conducted prior to the Member returning to duty.

(iii) The Association agrees to indemnify the Board with respect to any liabilities, charges, increases in premiums, etc. the Board may incur in respect of the President or any actions the President may take in their capacity as Association President while on leave of absence. This would include (but would not be limited to) such matters as premiums, charges etc. under the *Workplace Safety and Insurance Act* and liabilities arising from civil action. This condition is intended to ensure that the Association assumes total financial responsibility for any liabilities attributable to the President's actions on its behalf.

(b) At the request of the Association Executive, a Member may be seconded to the Association in the event the President of the Association is unable to perform the member's duties for a period of two (2) consecutive months. Approval of such member and the duration of the secondment shall be subject to the operational needs of the

Service. The Association shall be responsible for all associated costs of such a secondment in the identical manner to that of the Full-time President.

14.02 Subject to the needs of the Service and the approval of the Chief of Police or their designate, any Member who is an Association Director or Committee member is entitled to draw upon a bank not to exceed six hundred and fifty (650) hours for time off for any Association purpose, provided that the Association has provided written notification to the Chief of Police or their designate, at least ten (10) days in advance of the date of the time off. This pool of six hundred and fifty (650) hours is a total pool to be split as necessary between Uniform and Civilian Directors or Committee members.

14.03 Members of the Bargaining Committee shall be granted such time off without loss of salary as is required to carry out their bargaining respecting negotiations, conciliation or arbitration.

14.04 Any time off requested regarding this Article where a Member is scheduled to work, shall be made through the Chief or designate and shall be recorded on a time sheet exemption form.

Pregnancy Leave:

14.05

(a) A member who makes written application to and supplies the Board with the Certificate of a legally qualified medical practitioner stating that the member is pregnant and giving the estimated date of delivery, shall be given pregnancy leave, without loss of seniority, in accordance with the following provisions:

(b) Pregnancy leave shall be administered in accordance with the Employment Standards Act, 2000 (ESA). A member commencing such leave who is in receipt of E.I. pregnancy benefits pursuant to the Employment Insurance Act (E.I.) shall be paid a supplemental benefit in an amount which with the member's E.I. pregnancy benefit brings the member's compensation to 75% of the member's regular weekly earnings. Regular weekly earnings shall be determined by multiplying the member's regular hourly rate including the Retention Incentive premium if applicable at the time of the member's departure, but exclusive of all other premiums on the member's last day worked prior to the commencement of the leave, times the member's normal weekly hours. Such payment shall commence following completion of the 1 week employment insurance waiting period and shall continue while the employee is absent on Pregnancy Leave and is in receipt of such E.I. benefit for a maximum period of 16 weeks. In respect to the one (1) week E.I. waiting period, the member shall be paid 75% percent of the member's regular weekly earnings. To determine entitlement for supplemental benefits, the employer will verify that the employee is in receipt of E.I. benefits by requesting the employee to submit a copy of the Member's benefit entitlements.

(c) During the Pregnancy leave, the Board shall continue to pay all premiums normally payable by the Board to maintain all benefits to which the member is entitled pursuant to the term of this Agreement;

(d) For the purpose of the OMERS plan, pregnancy leave is an authorized leave of absence for which the employee may pay the required employee contributions and thereby establish credited service for such absence. The employer shall pay the employer share of

OMERS contributions unless the member gives written notice prior to the leave that the member will not pay the employee's share.

(e) Seniority shall continue to accrue during pregnancy leave;

(f) A member's anniversary date, for the purposes of calculating any pay increments and for the purposes of sick leave and vacation credit accumulation and entitlement, shall not be affected as a result of Pregnancy leave.

(g) Where a pregnant member and the member's Doctor determine that the member, by virtue of the member's condition, is unable to perform the member's regular duties during the period prior to the estimated delivery date, the Service shall where possible provide the member with alternative employment without reduction of wages or benefits.

(h) Pregnancy Leave, for any member who does not qualify pursuant to the provision of the Employment Standards Act, 2000, shall be at the discretion of the Chief of Police, as shall any requested extension thereof.

Parental Leave:

14.06

(a) A Member who makes written application to and supplies the Board with written proof that they are the parent of a newly born child or the parent of a child which has been placed with the member for adoption, shall be given parental leave, without loss of seniority, in accordance with the following provisions:

(b) Parental Leave without pay shall be granted in accordance with the Employment Standards Act, 2000 (ESA), except that a member commencing such leave who is in receipt of Employment Insurance (E.I.) benefits pursuant to the Employment Insurance Act (E.I.) shall receive a supplemental benefit in an amount which with the E.I. benefit brings the member's compensation to 75% of the member's regular weekly earnings. Such payment shall commence immediately following the expiration of the Pregnancy Leave where a combined leave is taken, or upon completion of the 1 week E.I. waiting period where applicable, and shall continue while the member is absent on parental leave and is in receipt of such E.I. benefits for a maximum period of 10 weeks. To determine entitlement for supplemental benefits, the employer will verify that the employee is in receipt of E.I. benefits by requesting the employee to submit a copy of the member's benefit entitlements.

(c) Seniority shall continue to accrue during parental leave.

(d) During the Parental leave, the Board shall continue to pay all premiums normally payable by the Board to maintain all benefits to which the member is entitled pursuant to the term of this Agreement.

Extended Parental Leave:

14.07

(a) An extension of parental leave beyond the minimum requirements of the Employment Standards Act may be granted to members subject to the exigencies of the Service. Such

period of leave shall not exceed one (1) year including the initial period of pregnancy and parental leave.

(b) An extension of parental leave beyond the minimum requirements of the Employment Standards Act shall be at no cost to the Board.

(c) Seniority shall continue to accrue during extended parental leave.

(d) Where a Member elects to receive parental leave benefits for greater than thirty-five (35) weeks, the amount of any supplemental benefit payable by the Board, as described in 14.05 and 14.06, will be no greater than what would have been payable had the Member elected to receive the parental leave benefit for the thirty-five (35) week period. For clarity, where a member elects greater than thirty-five (35) weeks the Board will maintain the supplemental benefit at the seventy-five percent (75%) as described in 14.05 and 14.06 but will reduce the total number of weeks for which the benefit is received.

14.08 Members on Parental Leave or Extended Parental Leave may make pension contributions for the period of time of their leave of absence in accordance with the OMERS Act and Regulations.

14.09 A member on pregnancy leave, parental leave or extended parental leave shall not receive sick leave pay in accordance with the terms of the Collective Agreement during the period of such leave, but shall accumulate sick leave at the prevailing rate during that period of time for the purposes of calculation of "continuous service." Pregnancy leave, parental leave, and extended parental leave shall not be considered to result in "broken service."

14.10 Any member who adopts a child (or children) shall be subject to the same rights and obligations, mutatis mutandis, as those specified above in 14.05, except that, the period of leave of absence shall commence when the child (or children) is received.

Leave of Absence:

14.11 An Extended Leave of Absence may be granted by the Board for purposes not addressed elsewhere in the Agreement, for a period not to exceed one year. It is understood that such Leaves of Absence must not be for the purposes of starting a business or the commencement of alternative employment, unless authorized by the Board.

(i) All Leave of Absences shall be without pay.

(ii) The Board will maintain all benefits to which the member is entitled pursuant to the provisions of the Collective Agreement. However, unless the Board determines otherwise, the member shall reimburse the Service for the cost of maintenance of such benefits.

(iii) The Member may make pension contributions for the period of time of the Leave of Absence in accordance with the OMERS Act and Regulations governing.

(iv) A Member shall not accumulate seniority while on Leave of Absence, but upon return to work at the completion of said Leave, shall continue with the seniority as accumulated at the commencement of the Leave of Absence and shall be eligible to receive all benefits for such seniority.

(v) Such Leave of Absence shall be granted subject to the exigencies of the Service.

(vi) A member returning to employment following a Leave of Absence shall return to the same classification/rank held by the member at the time of the Leave commenced.

ARTICLE 15 - SALARY RATES AND SHIFT PREMIUMS

15.01

(a) The annual salary for each member of the Service, for the current year, shall be in accordance with Schedule "A". The annual salary described above shall be deemed to be the base rate of pay used for the calculation of all premiums, overtime and court time included in this agreement.

(b) It is agreed that all members will be paid bi-weekly, and the bi-weekly, daily and hourly rates will be computed as follows:

Bi-Weekly Rate = The annual rate shall be divided into equal pays using the divisor 26.0

Daily Rate = The daily rate shall be determined by dividing the bi-weekly rate by 10.

Hourly Rate = The hourly rate shall be determined by dividing the daily rate by eight hours for uniform members.

It is agreed that the daily and hourly rates are not to be used for calculating the regular weekly salary, except for members who start or end their employment during a bi-weekly period. The daily and hourly rates will be utilized only for determining the payment amount of entitlements that are paid on a daily or hourly basis, such as statutory holidays, overtime, court-time, missed lunches, pay duties, etc.

Members who commence their employment during a bi-weekly pay period shall be paid, on their first pay date, the number of actual days worked during that period multiplied by the daily rate.

15.02 Effective January 1, 2025, the following Members shall receive the following flat rate payments, payable on the first pay day in December, in respect of the preceding twelve (12) months:

1. Members holding the rank of 1st Class Constable, or higher, working in a Uniform or Plain Clothes Capacity, assigned to regularly work 10-hour or 12-hour shifts that regularly include the hours of 11:00 p.m. to 2:00 a.m., and who are required to change from one shift to another on a regular basis, shall receive $500.00
2. Members holding the rank of 1st Class Constable, or higher, working in a Uniform or Plain Clothes Capacity, assigned to regularly work 10-hour or 12-hour shifts that regularly include the hours of 2:00 a.m. to 4:00 a.m., and who are required to change from one shift to another on a regular basis, shall receive $1,000.00; or
3. Members holding the rank of 1st Class Constable, or higher, working in a Uniform Capacity, assigned to regularly work 12-hour shifts that regularly include the hours of 4:00 a.m. to 6:00 a.m., and who are required to change from one shift to another on a regular basis, shall receive

$3,200.00

Such payments do not form part of a Member's regular hourly rate. Members meeting the criteria in one of (1)-(3), above, for part of a year shall receive a pro-rated payment. The payments are not cumulative. Eligible Members in a job-sharing arrangement receive 50% of the applicable payment.

Current Members who received $275 under the previous Article 15.02 (2023 Collective Agreement), who do not qualify for any payment above and who continue to meet the eligibility criteria under the previous Article 15.02, shall continue to be eligible for such payment.

15.03 Except as otherwise provided in Article 15, a member authorized by the Chief of Police as a temporary replacement for a member holding the rank of Sergeant or higher shall receive the regular rate for the rank in which they are placed, provided that in no case shall the member be paid more than the salary rank immediately above such member's confirmed rank.

When at the direction of the Chief the acting rank will exceed ("thirty") 30 consecutive days, then the member will be moved to the bi-weekly pay status for the rank in which they are placed, provided that in no case shall the member be paid more than the salary rank immediately above such member's confirmed rank.

15.04 A Uniform Constable assigned to the Criminal Investigation Division shall be designated as a "Detective Constable" and shall have added to their salary an amount equal to one-half (1/2) of the differential between the current salary of a First Class Constable and the current salary of a First Class Sergeant

(a) A Uniform Constable assigned to the Criminal Investigation Division shall be designated as a "Detective Constable" and shall have added to their salary an amount equal to one quarter (1/4) of the differential between the current salary of a First Class Constable and a First Class Sergeant for the first year of the assignment and one-half (1/2) of the differential between the current salary of a First Class Constable and the current salary of a First Class Sergeant after the completion of first year of the assignment.

(b) Where a member is designated and acts as a Detective Constable for a continuous period in excess of 60 calendar days, a record of that time shall be maintained. Once a member has accumulated 2080 hours as a Detective Constable, the member shall be advanced to the next step of the salary grid.

If a member is re-assigned to a Detective Constable function after having previously qualified for the 1st Level of the Detective Constable rate, the member does not need to re-qualify.

15.05 A Uniform Constable other than one that has been designated as a "Detective Constable", who is assigned to special plain clothes f or a period exceeding five (5) days, shall be paid $4.00 per day in addition to their normal rate of pay.

15.06 In order to further clarify Article 15.04 and 15.05 of the Uniform Collective Agreement, and how such articles are applied to Street Crime Units/Taskforces, training positions within District CIB units and other specialized units, the parties agree to the following:

(i) A member assigned to a Street Crime Unit or Task Force which reports to a uniform supervisor, shall be compensated in accordance with article 15.05.

(ii) A member assigned to a District CIB training position shall be compensated in accordance with Article 15.05 until they have accumulated twelve (12) months of service in the position. Once the member has served the required accumulated twelve months, he/she shall be compensated as per Article 15.04.

(iii) A member assigned to either the Regional CIB or Intelligence Unit training position, shall be compensated as per Article 15.05 until the member has accumulated twelve (12) months of service in each of these units. Once the member has served the required accumulated twelve months in each of these units, the member shall be compensated as per Article 15.04.

Any member who has previously served for an accumulated period of twelve (12) months in either a Regional CIB or Intelligence Unit training position, prior to the signing of this Letter of Understanding, shall be compensated as per Article 15.04 of the Uniform Collective Agreement.

(iv) A member assigned to either the Surveillance Bureau or Drug Unit, shall be compensated as per Article 15.05 until the member has accumulated twelve (12) months of service in one of these units. Once the member has served the required accumulated twelve (12) months in either one of these units, the member shall be compensated as per Article 15.04 of the Uniform Collective Agreement.

(v) A member who has previously served for an accumulated period of twelve (12) months in either the Surveillance or Drug Unit, prior to May 22, 1997, shall be compensated as per Article 15.04 of the Uniform Collective Agreement.

(vi) Service in the assignments outlined in (ii), (iii) and (iv) does not accumulate during periods of approved leaves of absence.

15.07 (a) A member who is assigned to the Identification Bureau and who has graduated from a recognized identification course shall be paid at a rate equal to that of "Detective Constable" as defined above.

(b) A member who is assigned to the position of Accident Reconstruction Officer shall be paid at a rate equal to that of "Detective Constable" as defined in Schedule A of this Agreement.

15.08 (a) Members who qualify under the criteria outlined in Article 15.08(b) shall receive a retention incentive premium as set out in Schedule "A".

It is understood that Members shall continue to receive the retention incentive premium when in an "Acting" position of a "temporary" nature. Temporary is defined as "acting" for the purposes of replacing a confirmed rank. The sum shall be added to the Member's bi-weekly salary, and shall not exceed the amounts set out Schedule "A".

(b) To be eligible and to remain eligible for the retention incentive premium, a Member shall meet the following criteria:

i) Has completed at least 8, 17 or 23 years of Police Service as a Sworn Officer with the Halton Regional Police Services Board;

ii) The Member must be free of a disciplinary conviction for which the confirmed penalty was the forfeiture of forty (40) or more hours pay or leave, or forty (40) or more hours suspension without pay, imposed in the previous twelve (12) months.

Where a disciplinary conviction for which the confirmed penalty was the forfeiture of forty (40) or more hours pay or leave, or forty (40) or more hours suspension without pay is assessed against a Member, the premium payable shall be reduced by one incentive level. This reduction in one incentive level shall be in place for a twelve month period following the confirmation of penalty.

iii) Members who are not in receipt of their regular weekly wages shall not be eligible for the retention incentive premium identified in Article 15.08(a) above, with the exception of Members who are absent due to pregnancy leave, sick leave, WSIB and secondments.

(c) Those Members employed by the Board on or before February 16th, 2004, shall have their prior service as a Sworn Officer with any other Canadian Police Service recognized for the purpose of calculating years of service required in Article 15.08(b)(i) above, provided there is no unbroken service for a period beyond 90 days. All other requirements in Article 15.08 (b) remain applicable. The Member shall be required to submit satisfactory documentation of the prior service as a Sworn Officer.

(d) For the purposes of this Article, the date the Member is sworn as a Police Officer shall be the date used for determination of the Retention Incentive Premium.

15.09 (a) Subject to paragraph (b), a constable assigned to the duties of a Coach Officer shall receive 4%, TRU shall receive 6%, K9 officer shall receive 4%, and Scenes of Crime Officer, Breathalyzer Officer, EDU Officer or Commercial Vehicle Inspection Officer shall receive 2% of a first class constable's base salary while so designated and actively performing the duties of that designation, regardless of the constable's number of years with the Service. A constable designated and actively performing the duties of more than one of the above noted duties shall be entitled to a 1% premium in respect of each additional assignment. Eligibility for this premium is not dependent upon qualifying for the Retention Incentive Premium.

Crisis Negotiators and Drug Recognition Officers shall be added to the list of eligible designations entitled to receive the premium as provided for in this sub-article.

(b) A constable who is not in receipt of their regular bi-weekly wages shall not be eligible for a salary premium as identified in Article 15.09 (a).

(c) The payment is payable on the first pay in December.

15.10 (a) Members of the Canine Unit shall be compensated at the rate of $1,300 per annum to be paid on the 1st pay in December.

(b) Notwithstanding Articles 15.10(a), the allowance shall be pro-rated for those Members who are either transferred in or out of the Unit during the year.

(c) Such payment is partial compensation for the care of the Police dog during off-duty time.

(d) Upon retirement of a service animal its handler is entitled to $800.00 per annum as compensation for the care of the animal.

15.11 (a) Members, who as part of the duties of their position are required by the Chief of Police or designate to be on-call when normally off duty and required to be reasonably available to return to work to perform their duties, shall be paid a premium rate of $4.00 per hour while scheduled to on-call duty.

(b) Members who are called infrequently for information as a result of their position and expertise where there is no expectation of being called in to work shall be paid an annual amount of 1% of their salary as compensation while so designated by the Chief or designate.

(c) Notwithstanding Articles 15.11 (a) and (b), a Member shall not receive additional compensation while they are on duty.

ARTICLE 16 - GROUP BENEFITS AND INSURANCE

Member Benefits:

16.01 The Board shall make the following plans available to members consistent with the rules and regulations of the respective plans. If a member is authorized to work beyond age 65, the Health Care Benefits provided in this collective agreement with the exception of those benefits provided for in Article 16.01(e) will continue until the member retires, with the Ontario Drug Plan being the first payer for benefits.

(a) An Extended Health Plan covering mandatory use of generic drugs with an appeal process as per the plan and a dispensing fee cap of $8.00, Private Nursing Care to a maximum of $30,000 every 3 years, hospital expenses, ambulance service and supplies, accidental dental and emergency treatment, etc., with a deductible of $26.00 per year per member shall be provided. The $26.00 deductible shall be deducted from the member's pay at the rate of $1.00 per pay.

(b) Life Insurance coverage will be maintained at two (2) times the members annual salary, plus an identical amount for accidental death and dismemberment benefit as per schedule. The Board will also pay two (2) times the difference between salary at the time

of leaving work and salary at the time of death, the amount of salary that is currently not covered by our life insurance policy that is held by the Region.

(c) Dental – Dental Plan as generally described below with single or family coverage.

a) The most current O.D.A. fee schedule in effect at the time of treatment.
b) The recall period for adults will be 9 months.
c) Level I – Basic Services
d) Level II – Supplementary Basic Services
e) Level III – Dentures; on an 80% reimbursement basis
f) Level IV – Major Restorative Services; on an 80% reimbursement basis
g) Level V – Orthodontics; on a 50% reimbursement basis

Benefit Maximums:
$2,000 per calendar year combined for Levels I, II and III
$2,000 per calendar year for Level IV
$3,000 per lifetime for Level V

(d) Vision Care for members, members' spouse, and their dependents and may be applied toward the purchase of new or replacement eyeglasses or contact lenses, the payment of the eye examination and laser surgery, to a maximum of:

Effective January 1, 2019, the coverage will be $450 per 24 month period;
Effective January 10, 2024, the coverage will increase to $500 per 24 month period;
Effective January 1, 2026, the coverage will increase to $525 per 24 month period;
Effective January 1, 2027, the coverage will increase to $550 per 24 month period;
Effective November 1, 2024, members will be reimbursed up to $2,500 (lifetime) for laser eye correction.

(e) A long term disability plan will be provided that ensures 66.66% salary coverage after seventeen (17) weeks of disability to a maximum of nine thousand, one hundred and thirty six dollars and ninety six cents ($9,136.96) per month. The member will provide two medical certificates at two (2) years disability, one of these being from a physician of the employer's choice, in addition to any other certificates required by the plan.

The Benefits outlined in this sub-article shall be paid in accordance with the plan's terms and conditions until the member attains the age of sixty-five (65).

For Members hired on or after January 1, 2018, the benefits outlined in this sub-article shall be paid in accordance with the plan's terms and conditions until the Member's normal retirement age (NRA) as per the pension plan.

(f) Paramedical Services

The services of the following licensed, certified or registered practitioners shall be provided based on the limits as outlined. If the per visit maximum is less than the $50.00 the remaining balance is carried forward until the maximum allowance is exhausted, i.e. if the per visit amount is $25.00, then 20 visits would be covered ($25 x 20 visits = $500) unless otherwise specified, the benefits apply to the member, spouse and eligible dependents:

Physiotherapist	$90 per visit to a maximum of $900 annually Effective January 10, 2024, $100 per visit to a maximum of $1,200 annually; Effective January 1, 2027, $110 per visit to a maximum of $1,200 annually.
Massage Therapist	$90 per visit to a maximum of $900 annually Effective January 1, 2025, $90 per visit to a maximum of $1,050 annually; Effective January 1, 2026, $100 per visit to a maximum of $1,150 annually; Effective January 1, 2027, $110 per visit to a maximum of $1,250 annually.
Chiropractor	$90 per visit to a maximum of $900 annually Effective January 1, 2025, $90 per visit to a maximum of $950 annually; Effective January 1, 2026, $100 per visit to a maximum of $1,000 annually; Effective January 1, 2027, $110 per visit to a maximum of $1,050 annually.
Speech Therapist	$65 per visit to a maximum of $600 annually
Psychological/Counselling	$24,000.00 per member per year and $2,000.00 per year for each family member. With scope of service providers to include services of a registered psychologist, registered psychotherapist, or counsellor with an Masters in Social Work (MSW) practicing in compliance with the Social Work and Social Service Work Act, 1998, or a therapist who is licensed by their provincial regulatory agency or is a registered member of a professional association as recognized by the insurance carrier.
Alternative Medicine - (Osteopath, Chiropodist, Podiatrist Naturopath, Acupuncture	$250 per year Effective January 1, 2025, $500 per year; Effective January 1, 2026, $600 per year; Effective January 1, 2027, $700 per year.
Hearing Aids	$1,000 every three (3) years Effective November 1, 2024, $1,200 every three (3) years
Diabetic Equipment	Up to a $2,500 lifetime maximum after Provincial coverage is exhausted. Effective November 1, 2024, up to a $2,500 yearly maximum after Provincial coverage is exhausted.
Sleep Apnea Equipment	$500 every 5 years after OHIP coverage exhausted.

The coverage for orthotics will be one pair per year at a maximum amount of $375.

Effective January 1, 2025, coverage for orthotics will be one pair per year at a maximum of $500

(g) An Active Members Health Care Spending Account will be established on the following basis:

- The account is non-cumulative,

- The account can be used to subsidize and/or provide additional health care benefits for which members are currently eligible for up to the annual maximum incurred by the member, spouse or dependent.
- The maximum amount of the Active Members Health Care Spending account shall be $225 per member ($525 effective January 1, 2025; $625 effective January 1, 2026; $725 effective January 1, 2027)
- Job Share participants will be eligible for half of the amount.
- The maximum amount of the Active Members Health Care Spending account shall be $225 per member.
- Effective January 1, 2025, the maximum amount of the Active Members Health Care Spending account shall be $525 per member.
- Effective January 1, 2026, the maximum amount of the Active Members Health Care Spending account shall be $625 per member.
- Effective January 1, 2027, the maximum amount of the Active Members Health Care Spending account shall be $725 per member.

16.02 Members shall, as a condition of employment, enroll in the Group Insurance Plan, in accordance with its provisions.

16.03

(a) The Board will pay the total premiums for the benefits outlined in 16.01(a), (b), (c), (d), (e) and (f) above. In the event of the modification of any of the plans set out herein, by legislation of either Provincial Legislature or the Federal Parliament which reduces the premium(s), the reduction shall be applied to the Board's share of premium costs.

(b) The employee's share of the Employment Insurance Premium Reduction Program will be retained by the employer towards offsetting the current and continuing costs of benefits provided under this Agreement.

16.04 A Survivor's Pension will be provided to the survivor of a member who dies as a result of the performance of their duties. This pension will provide one hundred percent (100%) of the member's gross salary at the time of death. The Survivor's Benefits will include other benefits received such as OMERS pension and Workers' Safety and Insurance benefits. The pension will be provided for a maximum period of ten (10) years or until the survivor remarries or the equivalent.

16.05 Effective with the signing of this agreement, benefits under 16.01 (a), (c), (d) and (f) will be provided to a member's spouse and dependents for a period of one (1) year following the members death.

Effective as of July 23, 2009, the benefit coverage provided in this sub-section shall be provided to the member's spouse and dependents for a period of two (2) years following the member's death.

Retiree Benefits:

16.06 (a) Extended Health Care Benefits

(i) For those Members who retire on or after January 1, 2006 consistent with the terms of OMERS and have completed at least ten (10) years of unbroken service as a Continuing Full-time member with the Halton Regional Police Service will be provided with extended health care benefits in effect on the date of their retirement. The annual deduction of $26.00 shall also be applicable to retired members and shall be deducted from their first claim each year. Benefits for dental, vision and deluxe travel insurance are clarified in Article 16.06 (b) below. This coverage shall commence on the first day of the month following the member's retirement and shall continue to the end of the month in which the member reaches age 65 or for a period of fifteen (15) years, whichever occurs first. The coverage shall apply to the member, their spouse and dependent children. The full cost of the premiums will be borne by the Board.

(ii) Should the member die before the expiration of the eligible period outlined above, the surviving spouse and dependent children will continue to receive health care benefits in accordance with the provisions of this Article until the end of the month in which the deceased member would have reached age sixty-five (65) or the expiration of the fifteen (15) year limit as applicable, or until the surviving spouse remarries or equivalent, whichever occurs first.

(b) Dental, and Vision and Deluxe Travel Benefits

(i) For those Members who retire on or after January 1, 2006 consistent with the terms of OMERS and have completed at least ten (10) years of unbroken service as a Continuing Full-time member with the Halton Regional Police Service will be provided with dental, vision care and deluxe travel insurance benefits in effect on the date of their retirement. This coverage shall commence on the first day of the month following the member's retirement and shall continue to the end of the month in which the member reaches age 65 or for a period of fifteen (15) years, whichever occurs first. The coverage shall apply to the member, their spouse and dependent children. The full cost of the premiums will be borne by the Board.

(ii) Should the member die before the expiration of the eligible period outlined above, the surviving spouse and dependent children will continue to receive benefits in accordance with the provisions of this Article until the end of the month in which the deceased member would have reached age sixty-five (65) or the expiration of the fifteen (15) year limit as applicable, or until the surviving spouse remarries, whichever occurs first.

Post 65 Benefits

16.07 (a) Effective as of March 29, 2007, members retiring on or after January 1st, 2006, and meeting the following eligibility criteria will be eligible for a Health Care Expense Account ("HCSA") in the total amount of Two Thousand Five Hundred dollars ($2,500) in each year immediately following the member's sixty-fifth (65th) birthday for a period of five (5) years:

Effective for members retiring on or after January 1, 2012, and meeting the following eligibility criteria will be eligible for a Health Care Expense Account in the total amount of $2,500 in each year immediately following the member's sixty-fifth (65th) birthday for a period of ten (10) years:
For Members retiring on or after January 1, 2015 and meeting the necessary eligibility criteria will be eligible for a Health Care Expense Account in the total amount of $3,000 in each year immediately following the Member's sixty-fifth (65th) birthday for a period of ten (10) years.

Members retiring on or after January 1, 2025, and meeting the necessary eligibility criteria, will be eligible for a HCSA in the total amount of $3,300 in each year immediately following the Member's sixty-fifth (65th) birthday for a period of ten (10) years.

Members retiring on or after January 1, 2026, and meeting the necessary eligibility criteria, will be eligible for a HCSA in the total amount of $3,500 in each year immediately following the Member's sixty-fifth (65th) birthday for a period of ten (10) years.

To be eligible for any HCSA:

- The member must be qualified to receive an unreduced pension at the time of retirement in accordance with the terms of OMERS; and
- The member must be in receipt of an unreduced pension; and
- The member must have had at least ten (10) years of unbroken service as a Continuing Full-Time member with the Halton Regional Police Service immediately prior to their time of retirement.

The Health Care Expense Account benefit is subject to the following terms and conditions:

- Claims for reimbursement must be made first through the Ontario Health Insurance Plan (OHIP) or such other public or Provincial insurance plan as may be applicable. Reimbursement will only be provided for medical or dental expenses to the extent those expenses exceed the coverage available under OHIP or another applicable public insurance plan.

- The total cost of reimbursement from OHIP and the Health Care Expense Account shall not exceed the extent of coverage provided for under the collective agreement and insurance plans in place at the time the retiree reaches the age of 65. Without limiting the generality of the foregoing, reimbursement is subject to any applicable caps or co-insurance or deductibles as specified in the collective agreement or insurance plans in effect at the time the retiree reaches the age of 65.

- Out-of-Province Travel Insurance premiums may be submitted for reimbursement for the member, spouse and eligible dependents to the maximum amount of the coverage under this plan.

- The Health Care Expense Account shall be provided on a "per member" basis regardless of single/family coverage. The member may claim eligible medical and

dental expenses for them-self, their spouse and eligible dependents against the account as specified in the plans in place at the time the retiree reaches the age of 65.

- The Health Care Expense Account is non-cumulative. In the event that a member does not exhaust the member's maximum entitlement for the year, the balance may not be carried over into the subsequent year.

- Effective March 29, 2007, for members retiring on or after January 1, 2006, should the retired member die before the expiry of five (5) years from the first day of the month following his/her sixty-fifth (65th) birthday, the surviving spouse will continue to be eligible for the Health Care Expense Allowance until the expiry of this five (5) year period or until the surviving spouse remarries or equivalent, whichever occurs first.

- For members retiring on or after January 1, 2012, should the retired member die before the expiry of ten (10) years from the first day of the month following his/her sixty-fifth (65th) birthday, the surviving spouse will continue to be eligible for the Health Care Expense Allowance until the expiry of this ten (10) year period or until the surviving spouse remarries or equivalent, whichever occurs first.

(b) A member who retires for medical reasons before qualifying for retiree benefits as outlined in Article 16.07 (a) above will be eligible for such benefits provided that the member had at least twenty-five (25) credited years of unbroken service with the Halton Regional Police as a Continuing Full-Time Member at the time of retirement.

(c) A member who retired prior to January 1, 2006 shall not be eligible for the retiree benefits outlined in Articles 16.07 (a) and (b) above, nor shall any member who retires during the currency of this collective agreement be entitled to any future enhancement of retiree benefits under Articles 16.07 (a) and (b) above unless such enhancement is specifically negotiated by the parties.

(d) Notwithstanding Article 16.07 (a) Members who retired between January 1, 2006 and March 29, 2007, who are eligible for the Health Care Expense Account and who turned 65 prior to ratification shall only be entitled to a pro-rated monthly amount from March 29, 2007 to their next birthday. The Health Care Expense Account ceases on the member's 70th birthday.

16.08 The Board agrees to provide the Association with the benefits claims history and group benefit booklets.

ARTICLE 17 - PENSIONS

17.01 All members shall participate in the Ontario Municipal Employees Retirement System (OMERS) basic pension plan (NRA 60) which shall be administered consistent OMERS rules and regulations. The Board and each member shall contribute the amount required under the OMERS legislation and regulations. Eligible earnings shall not include overtime or court time.

17.02 (a) Supplementary OMERS plans previously in effect shall continue. The Board will pay the full cost of all past service for all members of the police service and shall pay the remainder of the cost for future service. Effective December 31, 1979, OMERS Type III plan shall be implemented, providing an early retirement benefit without actuarial reduction in benefits -/within 10 years prior to the member's normal retirement date, when

(i) The member has completed thirty (30) years of service with the employer.

(ii) Retirement because of permanent partial disability as determined by the employer.

17.03 The Police Services Board will support the principle of the member's purchase of Optional Service at no cost or liability to the Board.

17.04 The new basic OMERS and Supplementary OMERS plans referred to shall be administered consistent with the rules and regulations of the OMERS pension plan.

17.05 When OMERS announces changes to the Pension Plan that may have an impact on Member benefits, the Board and the Association shall notify each other within 30 days of such announcement and, if required, shall commence negotiations within 6 months of the announced changes.

ARTICLE 18 - SENIORITY, LAYOFF & RECALL

18.01 Insofar as the members covered by the Agreement are concerned, seniority provisions are solely for the purpose of determining a member's position for the drawing of designated holidays and vacations and for the purposes of layoff and recall.

18.02 Seniority within each unit, bureau, platoon, division, etc., shall be a governing factor. Each rank shall draw and be allocated separate from each other.

18.03 All classification of constables shall be one rank: constable. Schedule "A" designates other ranks covered by this Agreement.

18.04 If the Chief of Police designates ranks above constables to substitute one for another during the vacation periods for administrative coverage, and the members involved fail to resolve their draw and allocation among themselves, the Chief of Police may exercise Section 18.01 and allocate the vacation periods and the highest rank involved shall be considered held by the members for the duration of the substitute coverage.

18.05 In determining the length of service for the purpose of seniority, continuous service shall not be considered interrupted if absence from the service is due to the leave of absence granted and recognized by the Board or the Chief of Police.

18.06 Where the Board has made a decision to reduce the complement of the service and such reduction of personnel cannot be accommodated through attrition where such action is not in contravention of the Community Safety and Policing Act, 2019, the lay-off of members shall occur by reverse order of seniority, subject to the exigencies of the Service. When a vacancy in the complement of the service exists, the members on lay-off shall be recalled in order of seniority, subject to the exigencies of the service.

18.07 Where the Board has made a decision to reduce the complement of the Service or creates redundancies and such reduction of personnel or redundancy cannot be accommodated through attrition and where such action is not in contravention of the Community Safety and Policing Act, 2019, the layoff of members shall occur in the following order:

(i) temporary members and then

(ii) permanent members.

18.08 Prior to issuing any notice of layoff to members, the Board and/or Chief shall endeavor to give as much notice and no less than forty-five (45) days to the affected members concerning the layoffs.

18.09 The layoff of permanent members shall occur by reverse order of seniority provided the member has the sufficient skill or ability and qualifications to perform the available work.

18.10 A member declared surplus to the needs of the Service in one classification or section will be given the opportunity of displacing a member with less seniority in a position at an equivalent or lower salary rate provided the senior member has sufficient ability and qualifications to perform the other position.

18.11 Any member displaced in this way will, in turn, be given the opportunity to displace another member with less seniority in the same manner.

Failing any further ability to displace another member under this process, a member will be laid off.

18.12 A member intending on exercising displacement rights above must notify the Manager of Human Resources in writing no later than one (1) week following the date the member received their notification. A member who does not provide such written notification shall be deemed to have given up his or her right to displace.

ARTICLE 19 - PERSONNEL FILES

19.01 A member may inspect the member's own personnel file on reasonable notice to the Chief of Police or designate. In the case of a District/Unit file, the request is to the District/Unit Commander.

19.02 The expunging of discipline from an employee's personnel file shall be in accordance with the Act.

19.03 For the purposes of any penalty imposed under the Act, a day shall be eight (8) hours, unless otherwise required by statute.

ARTICLE 20 - MEAL ALLOWANCE

20.01 A Member shall be paid a meal allowance upon presentation of receipts where the Member:

(a) works more than three (3) hours beyond the tour of duty, in the course of their duties. A Member shall also be paid a meal allowance for each four (4) continuous hours of duty thereafter.

(b) is required to be out of the Region because of their duties at such hours as to reasonably prohibit their presence at normal meals hours.

(c) is required to attend an authorized training event outside of the Region, that does not necessitate an overnight stay and only partial or no meals are provided as part of the training event.

20.02 The meal allowance paid to Members eligible under Article 20.01 above shall be as follows:–

Breakfast - $15.00; Lunch - $25.00; Dinner - $35.00.

ARTICLE 21 - CLEANING ALLOWANCE

21.01 The Board will supply forty (40) cleaning chits per year for the cleaning of uniforms or business suits, if applicable, and two (2) chits per year for the cleaning of parkas or overcoats, if applicable. A cleaning outlet designated by the Board shall accept each chit as payment.

21.02 Those Members assigned to wear casual plainclothes for investigative or surveillance duties shall be entitled to 25 cleaning chits per year.

21.03 The allowance chits shall be issued in January of each year for all allowance entitlements. The amount shall be prorated for a member with less than twelve (12) months of service in the year. If a Member is transferred from uniform to plainclothes during the year, the issuance of cleaning chits shall also be pro-rated.

ARTICLE 22 - SPECIAL ALLOWANCE

22.01 When a Member is required to attend an authorized Training Event which necessitates a stay at the location where the event is being held, the Member shall be paid an allowance to cover expenses incurred while representing the Service at the event. The payment will be authorized based on actual training days and does not include travel days. The allowances shall be calculated as follows:

(a) a daily per diem allowance at the current rate per policy ($75.00) if meals are not provided;
(b) if partial meals are provided for as part of the training event or hotel stay, no per diem shall be paid, but a meal allowance as per Article 20 will be paid for any meals not provided;
(c) if not receiving a per diem, a daily training allowance of $15.00 for other expenses and incidentals shall be provided.

For the purpose of this Article, a "Training Event" is defined as an approved (on-duty) course of instruction, conference, seminar, workshop, including all Ontario Police College courses and Canadian Police College courses.

No receipts are required for pre-approved allowances identified in this Article.

ARTICLE 23 - CLOTHING REIMBURSEMENT

Article 23.01 does not apply to temporary members.

23.01 All members of the Police Service required to work in Plain clothes, other than recruits awaiting the issue of uniforms prior to attending the Ontario Police College, shall be reimbursed for expenses incurred in the purchase of such clothing. All employees will be required to attest to the fact that they have spent the amount being reimbursed on clothing related to their employment at the Halton Regional Police Service. Such reimbursement shall be in an amount not to exceed $950.00 dollars per annum or $3.50 per day or any part thereof, in the case of uniform members who are placed in plain clothes details for training and special assignments.

(a) All Members of the Police Service required to work in business dress, other than recruits awaiting the issue of uniforms prior to attending the Ontario Police College, shall be reimbursed for expenses incurred in the purchase of such clothing. All employees will be required to attest to the fact that they have spent the amount being reimbursed on clothing related to their employment at the Halton Regional Police Service and if requested will provide receipts to demonstrate this. Such reimbursement shall be in an amount not to exceed $1,100 dollars per annum or $4.00 per day or any part thereof, in the case of uniform members who are placed in plain clothes details for training and special assignments.

The reimbursement shall be in an amount not to exceed $1,150 per annum.

(b) All Members of the Service required to work in casual plainclothes for investigative duties as defined by the Chief shall be reimbursed for expenses incurred in the purchase of such clothing. All employees will be required to attest to the fact that they have spent the amount being reimbursed on clothing related to their employment at the Halton Regional Police Service. Such reimbursement shall be in an amount not to exceed $800 dollars per annum.

23.02 When, in the opinion of the Chief of Police, a member's uniform becomes unnecessarily soiled or damaged in the performance of their duties, the Chief may direct that the uniform be dry cleaned and or repaired and the Board shall bear the cost of same.

ARTICLE 24 – PROMOTION AND JOB SELECTION

24.01 Every member shall be on probation for a period set out in the Act, amended from time to time, from date of appointment to rank of Constable. A member will be reclassified successfully to Third Class Constable, Second Class Constable and First Class Constable with a corresponding increase in salary in accordance with Schedule A on completion of each twelve (12) months of service from the date of employment to the classification, provided their performance and efficiency have proved satisfactory to the Chief of Police and only upon the recommendation of the Chief of Police.

24.02 In the event that a member of the Police Service is not reclassified within thirty (30) days after the date upon which they became eligible for reclassification, they shall be notified in writing by the Chief of Police of the reason thereof.

24.03 If at the discretion of the Chief of Police, a member has shown outstanding or meritorious service in accordance the Community Safety and Policing Act, 2019, the Chief of Police may advance the member before the member has served the member's required time for reclassification.

24.04 When a job assignment is posted, a notice thereof shall be posted for a minimum of fourteen (14) calendar days electronically within the Service. The job assignment posting will indicate the following information, as applicable:

(a) Nature and title of the job assignment;
(b) The work location;
(c) Hours of work;
(d) The contact person for the posting;
(e) The closing date for the applications;
(f) The posting number; and
(g) The documentation and/or information required to be submitted with the application.

24.05 Candidates shall be selected using the following criteria:

(a) Skill and ability;
(b) Qualification;
(c) Experience.

When conducted, an interview shall be only one means of evaluating these criteria. Where two (2) or more individuals are tied in the evaluation of the above by the Service, seniority will be the deciding factor.

24.06 Successful applicants for any job posting shall not be allowed to apply for any additional posted positions for a period of six (6) months from the date of the member's successful application to a performant job, without the consent of the Chief of Police.

24.07 Where there is only one (1) candidate with the necessary skills, ability, qualifications and experience they may be appointed without an interview.

24.08 The Chief of Police retains the ability to fill vacancies to meet the exigencies of the Service.

ARTICLE 25 - PHYSICAL EXAMINATION

25.01 (a) All members of the Service shall be required to have an annual medical examination conducted by a qualified medical practitioner designated by the Board. The medical examination shall be arranged and paid by the Board. Members of the Service shall not suffer any loss of pay as a result of having to attend for a medical examination during normal hours of duty.

(b) Each member who attends for a medical examination shall be provided with a copy of the doctor's medical report pertaining to the examination and a copy shall also be sent to a designated representative of the Board. If the member is not satisfied with the medical report, they may, at their own expenses, present medical evidence from another doctor of their choice.

(c) The Board shall endeavour to find alternative employment for any member of the Service who is found to be medically unfit for active police duty.

ARTICLE 26 - LEGAL INDEMNIFICATION

26.01 Subject to the other provisions of this Article and in accordance with the Police Services Act, or the Community Safety and Policing Act, 2019, S.O. 2019, c. 1 ("CSPA"), a member charged with and finally acquitted of a criminal or statutory offence, because of acts done in the attempted performance in good faith of the members duties as a police officer, shall be indemnified for the necessary and reasonable legal costs incurred in the defense of such charge.

26.02 Notwithstanding Clause 27.01, the Board may authorize payment necessary and reasonable legal costs of a member pleading or being found guilty of an offence described in Clause 27.01, where the court, instead of convicting the accused, grants the member an absolute discharge, provided that the Board accepts the recommendation of the Chief of Police, or an officer designated by the Chief of Police to make such a recommendation, that the member's actions as a police officer in the course of performing police duties were motivated by an intent to do lawful duty, that such actions do not constitute any of the actions described in Clause 27.03 hereof, and that such indemnification will not in the opinion of the Board reduce respect for law enforcement in Halton Region.

26.03 Notwithstanding clause 27.01, the Board may refuse payment otherwise authorized under clause 27.01 where the actions of the officer from which the charges arose amounted to a gross dereliction of duty or deliberate abuse of the member's powers as a police officer.

26.04 Where a member is a defendant in a civil action, or application alleging a breach of section 1 (Services) of the *Human Rights Code*, for damages because of acts done in the attempted performance in good faith of the member's duties as a police officer the member shall be indemnified for the necessary and reasonable legal costs incurred in the defense of such an action in the following circumstances only:

(a) Where the Chief of Police is not joined in the action/application as a party and the Chief of Police does not defend the action on behalf of the Chief and of the member as joint tortfeasors/respondents at the Board's sole expense.

(b) Where the Chief of Police is joined as a party or elects to defend the action/application, but the solicitor retained on behalf of the Chief of Police and the member is of the view that it would be improper for the solicitor to act for both the Chief of Police and the member in that action/application.

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

(a) Where the Chief of Police and/or the Board does not provide counsel to represent the member at the inquest at the Board's expense;

OR:

(b) Where the counsel provided by the Chief of Police or the Board to represent either or both of them along with the member is of the opinion that it would be improper for the counsel to act for both the Chief of Police or the Board and the member in that action.

26.06 A member who is subject to a complaint pursuant to Part V of the Police Services Act because of acts done in the attempted performance in good faith of the member's duties as a police officer may be indemnified for the necessary and reasonable legal costs incurred in respect of that hearing only where a hearing into the matter has been ordered pursuant to sections 25, 66(3), 68(5), 76(9) or 78 of the Police Services Act and the officer is found not guilty of misconduct or unsatisfactory work performance under the PSA.

26.07 A member who requests a hearing under section 201(6) of the Community Safety and Policing Act, 2019, S.O. 2019, c. 1 ("CSPA") as a result of a disciplinary measure imposed under section 200(1) of CSPA, and who is found not guilty of misconduct or unsatisfactory work performance, and is therefore successful in having that disciplinary measure overturned, may be indemnified for the necessary and reasonable legal costs incurred in respect of that hearing.

26.08 A member who subject to an investigation under section 198 or Part X of CSPA wherein a hearing is held by virtue of section 202 who is found not guilty of misconduct or unsatisfactory work performance, may be indemnified for the necessary and reasonable legal costs incurred in respect of that hearing.

26.09 Where a hearing is held as a result of an application by the Chief of Police under section 207(4) to retain disciplinary record for longer than five years and where the member successfully contests the application, the member will be indemnified for the necessary and reasonable legal costs incurred in respect of that hearing.

26.10 Where a hearing is held into suspension without pay under section 210(10) of CSPA, and an adjudicator overturns the decision of the Chief of Police. Amongst the other remedies contained with section 210(17) of CSPA, the member will be indemnified the necessary and reasonable legal costs incurred in respect of that hearing.

26.11 Where a member intends to apply to the Board for indemnification hereunder, the member shall, within thirty days of being charged or receiving notice of other legal proceedings covered herein, or receiving notice that the member will not be represented by counsel retained by the Chief of Police and/or the Board, apply in writing to the Chief of Police or to the Officer designated by the Chief of Police to deal with such applications for approval to retain counsel and approval of the counsel to be so retained. In the event of any dispute concerning the counsel to be retained, the matter shall be resolved by an officer designated by the Chief of Police and a member of the Association Executive designated for that purpose.

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

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

(a) grievances or complaints under the collective agreement between the Board and the Association or under the Police Services Act or CSPA; and

(b) the actions or omissions of members acting in their capacity as private citizens.

26.14 For the purposes of this provision, a member shall not be deemed to be "finally acquitted" if as a result of charges laid the member is subsequently found guilty or, or pleads guilty to, other charges arising out of the same incident or incidents, but nothing in this clause will disentitle the member to consideration under clause 27.02 hereof.

26.15 For the purposes of this provision, "necessary and reasonable legal costs" shall be based on the account rendered by the solicitor performing the work, subject initially to the approval of the Board's Solicitor and, in the case of dispute between the solicitor doing the work and the Board's Solicitor, Assessment on a solicitor and client basis by the Assessment Officer.

26.16 (a) Subject to the other provisions in this Article, when an investigation is commenced pursuant to section 15 of the Special Investigations Unit Act, S.O. 2019, c. 1 Sched. 5 by the Special Investigations Unit ("SIU"), and it appears to the Chief of Police that a member requires the assistance of legal counsel to respond to inquiries from SIU Investigators, the Chief of Police may grant the member permission to retain legal counsel to provide the member with legal advice and representation at the expense of the Board on such terms as the Chief of Police deems appropriate.

(b) Where the Chief of Police grants a member permission to retain legal counsel under the circumstances set out in Article 27.16 (a), the member shall be indemnified by the Board for all necessary and reasonable legal costs incurred until the completion of the SIU investigation, or the member is charged with a criminal or statutory offence, at which time Article 27.01 of this Agreement shall apply.

(c) As soon as is practical, the Chief of Police shall bring their actions under this Article to the attention of the Board for its information.

ARTICLE 27 - TECHNOLOGICAL CHANGES

27.01 In the event that the Board intends to transfer any position(s) between the Uniform and Civilian bargaining units or implement significant technological changes affecting members under this Agreement, the Chief of Police will:

(a) provide the Association with notice and reasonable information as soon as possible, but not less than three (3) months before the changes are implemented; and

(b) consider, in discussion with the Board, recommendations made by the Association prior to making any decision to implement any such changes. Such recommendation shall be provided to the Chief of Police not less than 2 months before the anticipated date the changes are to be implemented.

ARTICLE 28 - ASSOCIATION NOTICES

28.01 The Association may post notices regarding Association business in all police buildings, however, notices may be subject to the approval of the Chief of Police.

ARTICLE 29 - JOB SHARING

29.01 The parties agree that Job Sharing shall be administered in accordance with the terms and conditions of this Article.

29.02 Subject to approval by the Chief of Police or designate and the exigencies of the Service, two continuing members who are at the rank of 1st Class Constable, may enter into an agreement to share the duties of one full-time continuing position.

29.03 A job share agreement shall be considered terminated by:

(a) one of the job share partners accepting an offer of appointment to another position within the Service;

(b) resignation or termination of one of the job share partners;

(c) approval of a leave of absence (excluding pregnancy/parental leaves), for one of the job share partners;

(d) the Chief of Police or designate upon ninety (90) days' notice.

29.04 Hours of work for a position shall be shared equally by each job sharer. The average hours over a bi-weekly pay period will be 20 hours per job share member. (8.01)

29.05 Each job share partner shall receive gross bi-weekly pay based on 50% of the annual salary amount payable to a full-time member at the same classification (Article 15) and shall accrue overtime and court time entitlements in accordance with Article 9 of this Agreement. Job share employees will be eligible to bank overtime and court time to a maximum of 50% of the allowable bank maximum for a continuing full-time member (30 hours – Uniform).

29.06 Where applicable, premiums shall be paid at 50% of the premium entitlement amounts payable to continuing full-time members. (15.02 - 15.09)

29.07 Designated holidays shall be accrued at 50% of the total hours of designated holiday entitlement time for continuing full-time members. (10.01)

29.08 Sick leave entitlement and vacation entitlement shall be accrued at 50% of the overall entitlement. Overall entitlement shall be determined by years of continuous service, which will not be pro- rated. (11.02, 12.02)

Vacation shall be selected jointly by the job share partners until the less senior partner has exhausted the member's vacation entitlement. Special circumstances may be considered for approval by the Chief of Police or their designate.

29.09 Seniority entitlement shall be pro-rated according to the reduced hours of work. (18.01).

29.10 Benefit eligibility and entitlement is subject to the rules and regulations of the applicable benefit plans and the benefit contract between the Regional Municipality of Halton and the Halton

Regional Police Services Board and the carrier.

29.11 All Group Benefits premium costs, including insurance, shall be cost shared 50-50 by the employee and the employer. (16.0).

29.12 Pension contributions and credits shall be adjusted in accordance with OMERS regulations. (17.0).

29.13 Job share employees shall remain members of the Halton Regional Police Association and accordingly shall pay full dues.

29.14 When a job share member is required to attend mandatory in-house training outside their normal job share hours, the member shall be paid at the member's regular hourly rate.

29.15 Job share employees shall not be permitted to engage in outside employment.

29.16 A vacancy to authorized strength created as a result of a job share arrangement shall be filled via posting or hiring as soon as possible.

ARTICLE 30 – SELF-FUNDED LEAVE

30.01 Self-funded leave is an unpaid leave of absence for educational or sabbatical purposes financed by an employee through the personal deferral of income from previous years.

30.02 A self-funded leave of absence may be granted by the Board for purposes not addressed elsewhere in this Agreement for a period of either six or twelve months. It is understood that such leaves of absence will be for the purposes specified in 31.01 above.

30.03 All self-funded leaves of absence shall be without cost to the Board.

30.04 The Board will maintain all benefits to which the member is entitled pursuant to the provisions of this collective agreement; however, the member shall reimburse the Service for all costs for the maintenance of such benefits.

30.05 The member may make pension contributions for the leave of absence period in accordance with OMERS provisions.

30.06 A member shall not accumulate seniority while on a self-funded leave but upon return to work at the completion of said leave shall continue with the seniority as accumulated at the commencement of the leave and shall be eligible to receive all benefits for such seniority.

30.07 A self-funded leave of absence shall be granted subject to the exigencies of the Service.

30.08 A member returning to employment following a period of self-funded leave shall be reinstated to the position the employee held, if it still exists, or to a comparable position if it does not, at no less than the wages earned at the time the leave of absence began.

ARTICLE 31 - DURATION

31.01 This Agreement shall be deemed to have become effective on the first day of January, 2024 and to have remained in force until the 31st day of December, 2027 and thereafter until replaced by a new agreement.

If either party to this Agreement shall desire to amend or otherwise alter or revise any part of this Agreement, they shall so indicate to the other party in writing not more than ninety (90) days and not less than thirty (30) days previous to the expiry date of the said Agreement, or subsequent anniversary dates, their intentions to amend, alter or revise the Agreement.

31.02 The date of October 23, 2024 represents the date of ratification of this Agreement.

ARTICLE 32 – PLURAL/SINGULAR AND MASCULINE/FEMININE GENDER

32.01 The Board and the Association agree that wherever applicable in this Agreement, the singular number shall include the plural and the masculine gender shall include the feminine and vice versa.

IN WITNESS WHEREOF the respective parties hereto have hereunto set their respective hands and seals on the day and year set out below.

SIGNED, SEALED AND DELIVERED)
)
)
Electronically.)
)
)
)
)
)
)

HALTON REGIONAL POLICE SERVICES BOARD

Ingrid Hann
Ingrid Hann (Jun 12, 2025 12:00 EDT)

VICE-CHAIR

Curt Allen (Jun 11, 2025 08:39 EDT)

MEMBER

HALTON REGIONAL POLICE ASSOCIATION

)
)
)
)
)
)
)
)
)
)

PRESIDENT

george gasbarrino
George gasbarrino (Jun 9, 2025 16:52 EDT)

CAO/Labour Relations Officer

SCHEDULE "A" - SALARY RATES AND RETENTION INCENTIVE PREMIUM

Effective January 1, 2024 — 3.500%

Rank	4th Class	3rd Class	2nd Class	1st Class
Cadet				54,882
Recruit-in-Training				66,096
Constable	79,617	88,629	100,648	114,256
D/Constable			118,019	121,781
Sergeant			126,410	129,305
Staff Sergeant			138,641	146,776

Effective January 1, 2025 — 2.250%

Rank	4th Class	3rd Class	2nd Class	1st Class
Cadet				56,117
Recruit-in-Training				67,583
Constable	81,408	90,623	102,912	116,827
D/Constable			120,674	124,521
Sergeant			129,254	132,214
Staff Sergeant			141,760	150,078

Effective July 1, 2025 — 2.250%

Rank	4th Class	3rd Class	2nd Class	1st Class
Cadet				57,379
Recruit-in-Training				69,104
Constable	83,240	92,662	105,228	119,456
D/Constable			123,389	127,322
Sergeant			132,162	135,189
Staff Sergeant			144,950	153,455

Effective January 1, 2026 — 1.750%

Rank	4th Class	3rd Class	2nd Class	1st Class
Cadet				58,384
Recruit-in-Training				70,313
Constable	84,697	94,284	107,069	121,546
D/Constable			125,548	129,551
Sergeant			134,475	137,555
Staff Sergeant			147,486	156,140

Effective July 1, 2026 — 1.750%

Rank	4th Class	3rd Class	2nd Class	1st Class
Cadet				59,405
Recruit-in-Training				71,543
Constable	86,179	95,934	108,943	123,673

D/Constable			127,746	131,818
Sergeant			136,828	139,962
Staff Sergeant			150,067	158,873

Effective January 1, 2027 1.750%

Rank	4th Class	3rd Class	2nd Class	1st Class
Cadet				60,445
Recruit-in-Training				72,795
Constable	87,687	97,612	110,850	125,838
D/Constable			129,981	134,125
Sergeant			139,223	142,412
Staff Sergeant			152,693	161,653

Effective July 1, 2027 1.750%

Rank	4th Class	3rd Class	2nd Class	1st Class
Cadet				61,503
Recruit-in-Training				74,069
Constable	89,221	99,321	112,789	128,040
D/Constable			132,256	136,472
Sergeant			141,659	144,904
Staff Sergeant			155,365	164,482

Salaries are subject to rounding

Retention Incentive Premium

Effective January 1, 2024

8 years at 3%	17 years at 6%	23 years at 9%
3,428	6,855	10,283

Effective January 1, 2025

8 years at 3%	17 years at 6%	23 years at 9%
3,505	7,010	10,514

Effective July 1, 2025

8 years at 3%	17 years at 6%	23 years at 9%
3,584	7,167	10,751

Effective January 1, 2026

8 years at 3%	17 years at 6%	23 years at 9%
3,646	7,293	10,939

Effective July 1, 2026

8 years at 3%	17 years at 6%	23 years at 9%
3,710	7,420	11,131

Effective January 1, 2027

8 years at 3%	17 years at 6%	23 years at 9%
3,775	7,550	11,325

Effective July 1, 2027

8 years at 3%	17 years at 6%	23 years at 9%
3,841	7,682	11,524

The Retention Incentive Premium rate is a percentage of the First Class Constable annual salary.

LETTER OF UNDERSTANDING - MONITORING OF INTERVIEWS
(Continued)

A Member of the Board of Directors of the Association or their designate, shall be permitted to monitor the interview process carried out in accordance with the promotional procedure, with the understanding that any such participation shall not result in any additional costs to the Board above the Member's regular salary. The Association will endeavour to staff their participation wherever possible with off duty personnel.

Halton Regional Police Services Board:	Halton Regional Police Association:
"Original signed"	"Original signed"
CHAIRMAN	PRESIDENT
"Original signed"	"Original signed"
VICE CHAIRMAN	DIRECTOR

LETTER OF UNDERSTANDING - PART-TIME EMPLOYEES
(Continued)

Categories of employment with the Halton Regional Police Service shall be as follows:

1. Continuing Full-Time Employees: This category includes all regular full-time employees.

2. Continuing Part-Time Employees: This category consists primarily of members involved in job sharing.

3. Temporary Full-Time Employees: This category consists of members who are employed by the Police Service on a contractual basis for a determined number of hours equal to or greater than forty (40) hours per week.

4. Temporary Part-Time Employees: This category consists of employees who are employed by the Police Service on a contractual basis for a determined number of hours or less than forty (40) hours per week.

The following dues structure and benefits coverage apply:

Category 1: Regular Association dues at applicable uniform or civilian rates. Regular benefits.

Category 2: Regular "full-time" Association dues will be collected at the applicable civilian or uniform rate. Regular benefits, but benefits are half-paid by employees involved in job sharing.

Category 3: Employees shall be required to pay regular Association dues based on the applicable uniform or civilian rate. Statutory Benefits in accordance with the applicable terms of the *Employment Standards Act*.

Category 4: Association dues will be calculated on an hourly basis, based on the applicable uniform or civilian rate. Statutory Benefits in accordance with the *Employment Standards Act*.

All provisions of the collective agreement shall apply to those employees classified in Category 1 and 2.

No provisions of the HRPS Uniform Collective Agreement, other than those included and listed in this Memorandum, shall apply to temporary employees of the Halton Regional Police Service described as Category 3 and 4.

SALARIES: Salaries for Categories 3 & 4 shall be paid at an hourly rate consistent with the member's classification as indicated in the applicable working agreement.

HOURS OF WORK: Contractual provisions regarding overtime shall not apply to Temporary Employees – Category 3 & 4. The applicable sections of the *Employment Standards Act*, S.O. 2000, c.41 (hereinafter referenced as "ESA") will be followed.

Temporary Employees will be paid only for hours worked.

VACATIONS: Effective August 1, 2008, the Board shall pay vacation pay to Temporary employees in accordance with the applicable sections of the ESA.

STATUTORY HOLIDAYS: Effective August 1, 2008, statutory holidays shall be paid to Temporary Employees in accordance with the ESA.

The following Articles of the Uniform Collective Agreement shall also apply to temporary employees of the Halton Regional Police Service:

Article 1	Purpose
Article 2	Recognition and Definitions
Article 3	Rights of the Board
Article 4	Association Membership
Article 5	No Discrimination
Article 6	Association Representation
Article 7	Grievance Procedure
Article 8	Hours of Work
Article 19	Personnel Files
Article 21	Cleaning Allowance – proportionate to the period of employment.
Article 2	Legal Indemnification

Notwithstanding the above amendments to the Collective Agreement and the parties' intent to support the proposed Police Cadet program being initiated as soon as possible, it is agreed that the terms drafted herein shall be reviewed in the next round of collective bargaining to ensure accuracy, remove duplication and review the appropriate application of any other terms of the collective agreement to this employee classification.

Dated at the Town of Oakville, this 25th day of September, 2008.

Halton Regional Police Services Board: **Halton Regional Police Association:**

"Original signed by Robert S. Maich" "Original signed by Robert Waller"

"Original signed by Richard Burgess" "Original signed by Paul LaCourse"

MEMORANDUM OF UNDERSTANDING CONCERNING ARTICLE 12 - ANNUAL VACATIONS OF THE UNIFORM COLLECTIVE AGREEMENT

BE IT RESOLVED THAT the Halton Regional Police Services Board ("the Board") and the Halton Regional Police Association ("the Association") agree to recognize, for constables hired by the board directly from another police service, the years of continuous (unbroken) service from the officer's immediately preceding police service, for the purpose of calculating annual vacation with pay, as set out in Article 12.01 of the Uniform Collective Agreement between the parties.

Such extension of vacation entitlement shall be applied as follows:

1. Those constables hired directly from another police service shall have their length of continuous (unbroken) service as a sworn officer recognized by the parties and added to their length of continuous service with the Halton Regional Police Service only for the purpose of calculating the amount of annual vacation with pay. Written documentation from the previous police service shall be provided to support the length of continuous service as a sworn officer.

2. This Memorandum of Understanding shall not affect seniority as defined under the Uniform Collective Agreement between the parties. For greater clarity, those constables hired directly from another police service shall have their seniority as a member of the Halton Regional Police Service determined only by the length of service with Halton Regional Police Service according to Article 18 of the Uniform Collective Agreement between the parties.

3. This recognition of vacation entitlement for sworn officers hired from another police service shall be effective from the date of signing this Memorandum of Understanding only, and shall not apply to members hired before such date.

4. This Memorandum of Understanding shall cease to be in effect at the conclusion of the Provincial Government's C.P.P. Program unless the parties agree in writing to its continuance by way of an addendum to this Memorandum.

5. The parties shall meet prior to the conclusion of the C.P.P. Program to discuss the extension of the terms of this Memorandum.

6. Notwithstanding the expiry of this Memorandum, members who have received this recognition while this memorandum or any Addendum is in effect shall continue to receive the benefit.

Signed this xx day of October 1999.

For the Halton Regional Police Association	For the Halton Regional Police Services Board
"Original signed"	"Original signed"
"Original signed" "Original	"Original signed"

LETTER OF UNDERSTANDING – JOINT LANGUAGE COMMITTEE

Between:

The Halton Regional Police Services Board (the "Board")

- and –

The Halton Regional Police Association

1. The parties agree to establish a Joint Committee comprised of representatives from the Halton Regional Police Association, the Halton Regional Police Service and a representative of the Board to discuss language issues for clarification and to harmonize wording and the numbering of articles where possible.

Dated this 20th day of January, 2004.

HALTON REGIONAL POLICE SERVICES BOARD	HALTON REGIONAL POLICE ASSOCIATION
"Original signed by J. Brewer"	"Original signed by D. Atkinson"
"Original signed K. Bird"	"Original signed P. LaCourse"

MEMORANDUM OF UNDERSTANDING - Military Service

Between:

The Halton Regional Police Services Board (the "Board")

- and –

The Halton Regional Police Association (The "Association")

In order to address the outstanding grievance on credit for Military Police Service for the following member:

- Staff Sergent Ryan Snow

The Board agrees to recognize their service as a military police officer with the Armed Forces for those contractual areas relative to the retention incentive and vacation entitlement, namely Articles 15.08(c) to resolve this outstanding grievance. The Board hereby will provide service entitlements effective from January 1, 2006.

In agreeing to this settlement, the Association hereby agrees that this issue shall not be the subject of any future grievance and further that future members with Canadian Military Police service shall not receive the entitlements offered to this member

Dated this 10th day of January, 2024.

HALTON REGIONAL POLICE SERVICES BOARD	HALTON REGIONAL POLICE ASSOCIATION
"Original signed K. Musgrave"	"Original signed by D. Atkinson"
"Original signed by R. Maich"	"Original signed P. LaCourse"

MEMORANDUM OF UNDERSTANDING – PRIOR UNITED KINGDOM POLICE SERVICE

Between:

The Halton Regional Police Services Board (the "Board")

- and –

The Halton Regional Police Association (The "Association")

Effective as of January 1, 2010, for those Members of the Service hired by the Board prior to ratification of this agreement [July 23, 2009], the Board agrees to recognize 50% of the prior service as a Sworn Officer of a Police Service in the United Kingdom for vacation entitlement purposes only, subject to there being no break in service beyond 180 days and those Members providing satisfactory proof of their service.

In agreeing to this settlement, the Association hereby agrees that this issue shall not be the subject of any future grievance, and further that any future members with United Kingdom Police service shall not receive the entitlements offered in this Memorandum of Understanding.

Dated this 8th day of July, 2009.

HALTON REGIONAL POLICE SERVICES BOARD

"Original signed by Robert S. Maich"

"Original signed by Richard Burgess"

HALTON REGIONAL POLICE ASSOCIATION

"Original signed by Robert Waller"

"Original signed Paul LaCourse"

HALTON REGIONAL POLICE SERVICES BOARD

HALTON REGIONAL POLICE ASSOCIATION

MEMORANDUM OF UNDERSTANDING - DRY CLEANING OF WOMEN'S BLOUSES

Between:

The Halton Regional Police Services Board (the "Board")

- and –

The Halton Regional Police Association (The "Association")

Effective as of ratification of this agreement, in order to address the issue of more dry cleaning chits required to clean women's plain blouses, the Board agrees that Management will issue additional cleaning chits to Unit Commanders for distribution to effected members, and further

The Board also undertakes that this matter will be further addressed at the time the current dry cleaning contracts expire.

Dated this 8th day of July, 2009.

HALTON REGIONAL POLICE SERVICES BOARD

"Original signed by Robert S. Maich"

"Original signed by Richard Burgess"

HALTON REGIONAL POLICE ASSOCIATION

"Original signed by Robert Waller"

"Original signed by Paul LaCourse"

TERMS OF REFERENCE – WORKPLACE HARASSMENT REPORTS

Between:

The Halton Regional Police Services Board (the "Board")

- and –

The Halton Regional Police Association (the "Association)

- and –

The Halton Regional Police Senior Officers Association (the "SOA")

(hereinafter referred to as "the Parties")

WHEREAS the Parties wish to establish terms under which workplace harassment investigation reports will be produced by HRPS to HRPA and/or SOA pending the disposition of a complaint by HRPS and prior to any invocation of the grievance procedure by HRPA and/or SOA under the respective Uniform, Civilian, and Senior Officers Collective Agreements between the Halton Regional Police Services Board, HRPA and SOA;

NOW THEREFORE, the parties agree as follows:

1. After the completion of an investigation into a complaint of workplace harassment by or against members of HRPA and/or SOA ("a Complaint"), and within thirty (3) days of a final investigation report being delivered by the Chief of Police by the investigator ("a Report"), an anonymized[1] copy of the Report will be produced by HRPS to HRPA's and/or SOA's designated legal counsel(s)[2] (as applicable) on a strictly confidential basis so that they can provide advice to the HRPA and/or SOA Presidents.

2. For greater certainty, the contents of a Report shall remain strictly confidential as between legal counsel and their respective Presidents and shall not be disclosed to any member, including any complainant(s) or respondent(s) without the written consent of the Chief of Police.

3. Notwithstanding any provision of these Terms of Reference, the Chief of Police reserves the right to withhold and not produce some or all of the contents of a Report in his/her sole discretion.

1. Notwithstanding paragraph (3), the Chief will not unreasonably withhold the investigative report from the Association(s).

2. Upon the final resolution of a Complaint, the applicable Report shall be promptly destroyed by HRPA and/or SOA legal counsel.

[1] Anonymized refers to substituting the name of witnesses with letters, for example, Witness A,B,C etc.

[2] In the case of the HRPA, designated counsel refers to the lawyer nominated by the HRPA to receive the report.

3. A Report produced to HRPA and/or SOA legal counsel shall be subject to an implied undertaking that the Report and its contents shall not be used for any other purpose or in any other proceeding before any court or tribunal, other than in an interest grievance proceeding, including arbitration, arising out of the same facts and findings set out in the Report.

Dated January 24th, 2023.

Originally signed by:

Chief S. Tanner
Ellie Bale
Glenn Mannella