

Expiry: June 30, 1999

THIS AGREEMENT made on the 16 Day of September, 1997

BETWEEN:

THE REGIONAL MUNICIPALITY OF DURHAM POLICE SERVICES BOARD
(hereinafter called the "Durham Police Board")

OF THE FIRST PART

AND:

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

OF THE SECOND PART

WHEREAS it is desirable that an agreement be entered into by the parties embodying the terms and conditions of employment with respect to Police Officers, of the Region of Durham commencing January 1, 1996 and ending June 30, 1999.

INTRODUCTION

NOW THEREFORE THIS AGREEMENT WITNESSETH:

ARTICLE 1 - DURATION OF AGREEMENT

1.01 This Agreement shall be deemed to have become effective on the First Day of January, 1996 (as required under the Interest Arbitration sections of the Police Services Act), and to remain in force until the Thirtieth Day of June, 1999 and thereafter until replaced by a new Agreement. If either party to this Agreement shall desire to amend or otherwise alter or revise any Article, 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, their intention to amend, alter or revise the Agreement. This Agreement shall inure and be binding upon not only the parties hereto agreed, but also their respective successors and assigns, except as expressly noted herein.

ARTICLE 2 - RECOGNITION AND SCOPE

- 2.01 All members of the Durham Regional Police Service except the Chief of Police, Deputy Chiefs of Police and Senior Officers shall be covered by this Agreement. The term “Member” wherever used in this agreement, unless the context requires otherwise, shall mean and include Police Officers, Police Women, and Cadets of the Police Service of the Durham Region, but shall exclude civilian staff, other than Cadets.
- 2.02 Wherever the singular or masculine is used in this Agreement it shall be considered as if the plural or feminine has been used where the context of the party or parties hereto so requires.
- 2.03 Wherever references to the Chief of Police appear in this Agreement, the Chief’s right to delegate his responsibilities is presumed.

ARTICLE 3 - DEFINITIONS

- 3.01 Except where a contrary intention appears, the following definitions shall be:
- a) “Association” means the Durham Regional Police Association.
 - b) “Board” means the Regional Municipality of Durham Police Services Board.
 - c) “Chief” means the Chief of Police of the Durham Regional Police Service.
 - d) “Service” means the Durham Regional Police Service.
 - e) “Member” means a Police Officer and/or Cadet of the Durham Regional Police Service, save and except the Chief of Police, Deputy Chiefs of Police, and Senior Officers.
 - f) “Regional Corporation” means the Regional Municipality of Durham as set out in Bill 162.
 - g) “Calendar Year” shall mean a period of twelve (12) consecutive months commencing January 1st and ending December 31st.
 - h) “Continuous Employment” shall include time that a member is off duty through illness or injury

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or as otherwise specified herein.

3.01 - contd. -

- i) "Regular Rate of Pay" shall mean the rate of pay specified for the classification of such position in Appendix "A" and "A.1".
 - j) "Special Duty" shall mean any Police service undertaken for any private individual or corporation apart from regular Police duty.
 - k) "Seniority" and "Service" shall mean the period of service which a member has acquired from his last date of hiring as a member either with the Durham Regional Police Service or any Service which has been amalgamated into and now comprises part of the Durham Regional Police Service. For the purposes of Article 30.03 and Article 35 excluding Article 35.06 continuous cadet and civilian time is recognized as continuous service from first date of hiring.
 - l) "Personal File" shall mean all documentation within the possession or control of the Chief of Police or the Regional Municipality of Durham Police Services Board which directly relates to a member.
- "Divisional Commander" shall mean the Officer in Charge of a Division.
- n) "Weekend" shall mean a Saturday, Sunday or a Saturday, Sunday, Monday, Tuesday.
 - o) "Senior Officers" shall mean all Police Officers from the rank of Inspector and above.

ARTICLE 4 - RELATIONSHIP

4.01 The parties hereto mutually agree that any eligible member of the Durham Regional Police Service may become a member of the Durham Regional Police Association provided that the Durham Regional Police Association shall not, at any time through any of its members or representatives exercise or practise upon Police Officers of the Durham Regional Police Service any intimidation, interference, restraint or coercion.

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4.02 All terms and conditions of this Agreement apply to all Police Officers who are subject to the provisions thereof.

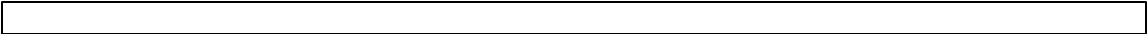
4.03 The Board agrees that there will be no discrimination, interference, restraint or coercion exercised or practised by the Board or any of its representatives with respect to any Police Officer because of his relationship with or connection with the Association, and that membership in the Association on the part of its Police Officers who are eligible to join will not be discouraged. The amount of the membership dues to the Durham Regional Police Association shall be deducted from the pay of each member of the Durham Regional Police Service covered by this Agreement to provide for the proper operation of the Association. Such deduction shall be remitted along with a list of members and amounts so deducted to the Treasurer of the Durham Regional Police Association. Such deduction shall be made irrespective of whether any member is or is not a member of the said Association and shall continue so long as not less than fifty percent (50%) of such members belong to the said Association, provided that the Regional Municipality of Durham Police Services Board shall not incur any liability to any member for having made such deductions unless satisfactory evidence has been delivered to the Secretary of the Board proving that less than fifty percent (50%) of the members of the Durham Regional Police Service are members of the said Association.

ARTICLE 5 - RESERVATION OF ADMINISTRATIVE RIGHTS

5.01 The Association acknowledges that it is the exclusive function of the Board to:

Maintain order and discipline, promote, demote or discipline members, provided that a claim of discriminatory promotion or demotion, or a claim that a member has been discharged or disciplined without reasonable cause, may be subject to an inquiry in accordance with the Police Services Act and amendments thereto, supervise and administer the affairs of the Durham Regional Police Service.

TERMS



ARTICLE 6 - ASSOCIATION LEAVE

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

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

6.02 Any member who is elected to the Board of Directors of the Police Association of Ontario shall be granted, if required, twenty-four (24) working days each year to attend such meetings of the Board. This article is applicable to one (1) member of the Association and shall not exceed five (5) days off in any calendar month.

6.03 Members of the Bargaining Committee, Executive Council, and the Board of Directors of the Association shall be permitted time off to attend their respective meetings so long as the number of total requests remain within reason, and time off does not restrict the operation of the Service. Such time off may be granted by the Chief of Police on reasonable notice being given, and shall be granted only to members who are on duty or scheduled for duty at the time of the meeting for which the member's presence is required, and such member shall return to complete his scheduled tour of duty upon the completion of the meeting for which his presence was required.



6.04 a) The Board shall grant a leave of absence from the Police Service to a member selected by the Association. The said leave of absence shall be without pay and the member so selected shall be considered a full time member of the Durham Regional Police Service and entitled to the accumulation and debits of his sick leave credits, seniority rights, and all other benefits of the Agreement. As such, he shall receive his normal remuneration from the Board and the Board shall invoice the Association on a monthly basis for all costs.

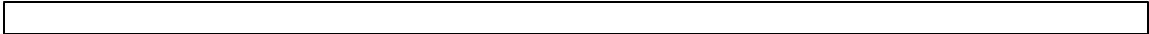
(b) The Board shall allow a leave of absence for a second person of the Association in accordance with Article 6.04(a), provided that such leave of absence is full time.

6.05 When the members of the Bargaining Committee are meeting with the Police Services Board and scheduled for a shift other than day shift, the Board agrees that the members of the Bargaining Committee be rescheduled to work day shift on that day and time off be allowed to meet with the Board for any negotiations, arbitrations or other functions between the Board and the Association.

6.06 In the event that a member of the Association Bargaining Committee is scheduled to work the midnight shift immediately prior to the afore-mentioned meetings, he will receive eight (8) hours off before the commencement of such meetings without loss of pay.

ARTICLE 7 - BARGAINING COMMITTEE

7.01 The Board acknowledges the right of the Association to appoint or otherwise select a Bargaining Committee of not more than five (5) Police Officers who are members of the Durham Regional Police Service (referred to in the Agreement as the “Bargaining Committee”) and will recognize and deal with the said Committee with respect to any matter arising from time to time during the



7.01 contd.

term of this Agreement. A representative or agent of the Association may participate in such negotiations, but only in an advisory capacity and if requested to do so by either party.

7.02 The Bargaining Committee will co-operate with the Board in the administration of this agreement.

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

ARTICLE 8 - BENEFITS

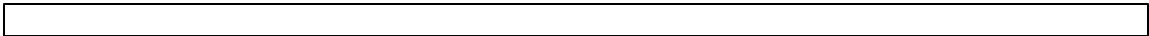
8.01 The Board shall make the following coverages available to each member covered by this agreement consistent with the rules and regulations of the various Plans. It is recognized that the cost to the Board, for providing members with deceased member' benefits, maternity benefits and retired members deceased benefits is in excess of their share of the premium rebate from the Unemployment Insurance Commission for having a sick leave plan. The full premium rebate allowed by the Unemployment Insurance Commission will therefore be retained by the Board.

a) **Dental**

A non-deductible dental care plan proposed by London Life Insurance similar in coverage to Blue Cross Number 9.

An additional rider is added to provide coverage for dentures, crowns, bridges and orthodontia. The additional coverage will be on a fifty/fifty co-insurance basis.

Dental Coverage will include fissure sealant as described in the Dental Plan.



8.01 contd.

Orthodontia coverage for dependent children is a maximum of one thousand eight hundred dollars (\$1,800.00) yearly and/or life-time for each dependent child.

Orthodontia coverage for the member and spouse will be on a fifty/fifty basis to a maximum of one thousand eight hundred dollars (\$1,800.00) yearly and/or lifetime.

Specialist's Fees for the extraction of wisdom teeth to be covered.

b) **Extended Health Care**

- (i) Extended Health Care under the current London Life Insurance program or equivalent plan, with vision care coverage to a maximum of two hundred dollars (\$200.00) once every two years, and semi-private hospital coverage.
- (ii) Chiropractic, Naturopathic, Osteopathic and Podiatrist coverage shall be fifteen (\$15.00) dollars per visit.
- (iii) Specialist's coverage for emergencies outside of the province.

c) **Liability Insurance**

The Board shall provide and pay the full premium cost of liability insurance to cover awards for both property damage, and personal injury damage which may be assessed against any member, including party and party costs, in any civil action against such member while in the performance of his duties.



8.01 contd.

d) **Life Insurance**

A Group Life Insurance Plan that will give each member two times basic annual earnings rounded to the next higher one thousand dollars (\$1,000.00) to a maximum of one hundred and fifty thousand dollars (\$150,000.00).

- (i) In addition to the Group Life Insurance Plan, an Accidental Death and Dismemberment provision shall be provided based on four times the member's basic annual earnings rounded to the next higher One Thousand (\$1,000.00) Dollars to a maximum of Five Hundred Thousand (\$500,000.00) Dollars.

Coverage shall be as described in an appendix to this Agreement, and the cost

of such coverage shall be one hundred (100%) percent paid by the Board.

- (iii) Retired members shall be provided with a paid-up insurance policy in the amount of Eight Thousand (\$8,000.00) Dollars.

e) **Long Term Disability**

- (i) A Long Term Disability Plan providing a monthly benefit after the waiting period, in the amount of sixty-six and two-thirds (66 2/3%) percent of monthly salary to a maximum benefit of three thousand six hundred dollars (\$3,600.00) per month.

- (ii) Long Term Disability Benefits shall be increased up to three percent (3%) per

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year based on the consumer price index in the preceding twelve months.

8.01 contd.

- (iii) Long Term Disability benefits shall be based on the member's salary at time of disability, except if there is a salary increase for the member's rank within six months of the member commencing disability in which case the long term disability benefit will be based on the increased salary for the member's rank.
- (iv) Members on long term disability shall cease to accumulate vacation pay credits or statutory holiday payments, so long as such member remains on long term disability.

f) **O.H.I.P.**

Ontario Health Insurance Plan.

8.02 The Board shall pay one hundred percent (100%) of the current premium cost of the plans as set out in Article 8.01 herein for all members.

8.03 Benefits under Article 8 shall not be changed without consultation.

ARTICLE 9 - COMPASSIONATE

9.01 A member shall be allowed three (3) calendar days off without loss of pay when a death occurs in his immediate family. Immediate family shall mean spouse, father, mother, father-in-law, mother-in-law, sister, brother, brother-in-law, sister-in-law, son, daughter, son-in-law, daughter-in-law, grandparent and grandchild. Upon member declaration, common-law relationships are recognized also.

The leave of absence shall not extend beyond the date of the funeral and in order to receive the leave of absence, the member must attend the funeral. In the event the death occurs during a member's annual

[Redacted]

vacation, he shall be entitled to three (3) calendar days off additional vacation. In the event the location of the funeral is at a distance exceeding two hundred and fifty

9.01 contd.

kilometres(250) from the member's residence, additional time may be granted at the discretion of the Chief of Police.

9.02 At the discretion of the Chief of Police, a member may be granted compassionate leave without loss of pay not exceeding one (1) day for persons not included in the definition of "immediate family".

ARTICLE 10 - COURT ATTENDANCE

10.01 Any member required to attend court, in his capacity as a police officer during what would otherwise be off duty hours, shall be paid at the rate of time and one-half (1 ½) but in any case, shall not receive less than five (5) hours at straight time for each morning, afternoon and evening appearance. The noon recess for lunch shall determine the time for the end of the morning session and the evening lunch recess shall determine the time for the end of afternoon session.

10.02 Any member required to attend court in the capacity of a Police Officer during what would otherwise be the members regular day off shall be paid at the rate of time and one-half (1 ½) but in no case shall receive less than seven (7) hours for the first appearance.

10.03 Such credit shall apply wherever a member is required to attend under subpoena or by order of a Superior Officer or a Crown Attorney.

10.04 Such credits shall apply whether or not the member is called to the witness box to give evidence.

10.04 Such credits shall apply not only to prosecutions but also to all proceedings in any court having criminal, quasi-criminal, or civil jurisdiction, and shall also apply to coroner's inquests, and hearings before any

[Redacted]

public boards or tribunals constituted under the law of Canada or Ontario, or any by-law

10.05 contd.

of the Regional Municipality of Durham. All funds received as witness fees shall be turned over to the Police Service except mileage at court rates, which shall be retained by the members.

10.06

Time credits so accumulated as a witness shall be taken by an officer as time off duty or by accepting pay in lieu thereof, which shall be at the option of the officer, subject to the needs of the Service. All balances shall be cleared by November 30th each year.

10.07

All members required to attend court and hearings pursuant to The Bail Reform Act at other than regular duty hours shall be paid for such attendance as per Article 10.01, but there shall be no compounding of the minimum allowance resulting from (2) appearances within the same minimum time period.

10.08

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

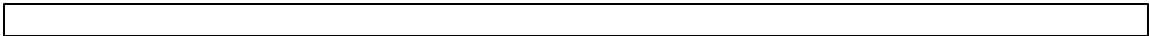
ARTICLE 11 - DECEASED BENEFITS

11.01 a)

The Board shall pay one hundred percent (100%) for the premium costs for O.H.I.P., Extended Health Care and Dental for the family of a member who has died, for a period of six months after death of the member.

b)

The Board shall continue to pay one hundred percent (100%) for the premium costs of O.H.I.P. and Extended Health Care for the family of the member who has died unless the spouse of the deceased member remarries or enters into a common-law relationship or the benefits are provided by some other means. (Does not include Dental Benefits).



ARTICLE 12 - DRY CLEANING

- 12.01 All members shall be entitled to have uniform trousers and tunic and shirts, or suit of clothes and shirts, as the case may be, dry-cleaned forty (40) times per year.
- 12.02 Cleaning vouchers for all eligible members will be reduced from 180 to 120 a year as of January 1, 1998.
- 12.03 Uniform personnel upon being issued with the proposed provincial wash and wear uniform will subsequently be reduced to the issuance of 50 cleaning vouchers per year.
- 12.04 Appendix "D.2" - Description of the provisions of the usage of the cleaning vouchers.

ARTICLE 13 - GRIEVANCE AND COMPLAINTS

- 13.01 The parties agree that complaints and grievances relative to this Agreement or working conditions generally shall be adjusted as quickly as possible.
- 13.02 Subject to the provision of Section 35 of The Police Services Act; of the procedure to be followed where:
 - a) a difference arises between the parties relating to the interpretation, application or administration of this agreement or of a decision or award of an arbitrator or Board of Arbitration; oran allegation is made that such agreement or decision or award has been violated; shall be as in Appendix "C" annexed hereto, and shall form part of this Agreement.

ARTICLE 14 - HOURS OF WORK

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14.01 The normal weekly period of duty which a member is required to perform shall be of five (5) consecutive days duration and each daily tour of duty shall consist of eight (8) consecutive hours,

14.01 contd. including a forty-five (45) minute lunch period where the requirements of the service permit. When the requirements of the service do not permit a forty-five (45) minute lunch period, lost time shall be credited to overtime at straight time rates.

14.02 Police Officers shall receive two (2) consecutive days off each week. The Chief of Police shall use his best efforts, subject to the needs of the Service, to schedule for its members at least one (1) weekend off in three (3).

- 14.03
- a) Except in cases of emergency, each member shall be allowed a full shift off on either Christmas Day or New Year's Day.
 - b) It is noted that Officers will not be required to work on stand-by basis.

ARTICLE 15 - LAY OFFS

15.01 Lay-offs shall be made in reverse seniority and for the purpose of this section, seniority is defined as the length of service of a member with the Police Service commencing from the date of hiring of a member and to include any leaves of absence, long term disability or extended sick leave.

Recalls shall be on a seniority basis. Probationary members and members laid off for more than two (2) years shall have no recall rights.

ARTICLE 16 - LEAVE OF ABSENCE

16.01 Subject to the discretion of the Chief of Police a member may be granted a leave of absence without pay:

All leaves of absence covered by this Policy will be without pay.

16.01 contd.

Members who wish to continue with benefits will be allowed to but shall reimburse the Service on a monthly basis for the cost of such benefits. -

The member shall not accumulate sick leave while on a leave of absence.

- d) The member shall not be covered by Workers Compensation protection as offered by the Service while on a leave of absence.
- e) The member may make pension contributions (both employee and employer) for the period of the leave of absence and must pay in accordance with the Act and Regulations governing such. For those members who continue to pay Pension contributions to O.M.E.R.S., seniority for pension purposes shall accumulate.
- f) Seniority while on leave of absence: The member shall not accumulate any seniority but, upon return to duty at the completion of the leave of absence, shall continue with the seniority established at the commencement of the leave.

Service pay, dry cleaning allowance, annual leave and all benefits and allowances under the agreement unless paid for by the member shall cease during the period of the leave of absence.

ARTICLE 17 - LEGAL INDEMNIFICATION

17.01 Where a member of the Service is charged with a criminal or statutory offence flowing from his police duties and is subsequently acquitted of such charges, the member shall be reimbursed for any reasonable legal expenses incurred as a result of such charges.



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

ARTICLE 18 - MATERNITY

18.01 Maternity leave of absence will be in accordance with the Employment Standards Act and the member has at least one (1) year of service. A member on maternity leave shall not lose any seniority during such leave, but the maximum duration of leave shall be nine (9) months. A member while on maternity leave shall not accrue annual leave and statutory leave.

18.02 The Board shall provide benefits the same as provided under the Employment Standards Act.

18.03 A member on maternity leave will receive a top up of the Unemployment Insurance Benefits to 75% of her wages for 17 weeks.

18.04 Female members who adopt a child shall receive a top-up of Unemployment Insurance Parental Benefits to 75% of her wages for twelve (12) weeks.

ARTICLE 19 - OVERTIME

19.01 (a) Except as provided in sub-clause (b) hereafter, any member required to work over eight (8) hours in one day, or required to work on off-duty days, shall be granted time and one-half (1 ½) for any hour or part thereof so worked.

Such overtime shall be taken as time off or pay in lieu thereof, which shall be at the discretion of the member, subject to the needs of the Service. All overtime balances shall be cleared as of November 30th each year except that members may carry a maximum of two shifts overtime to the following year.

(b) When a member is required to work overtime as a result of an event at the Mosport Race Track, the member shall be granted double time for any hour or part thereof so worked.

19.02 Any officer who completes his eight (8) hours tour without being required to continue to work, and who is thereafter recalled to duty during off-duty hours shall be paid at the rate of time and one-half(1 ½) but, in any case, he shall receive not less than five (5) hours at straight time rates for each such recall.

19.03 All Officers shall be given at least eight (8) hours off between shifts, except in cases of emergency; if an officer is not given an eight (8) hours period of time between shifts, then such officer shall receive credit of two (2) hours at straight time for each such time as he is not given the said eight (8) hour period of off time.

ARTICLE 20 - PAY DUTIES

- 20.01 a) It is noted that special duties are voluntary and are not part of the normal requirements of the Service, and are not covered by any other sections of this Collective Agreement; save this subsection herein.
- b) The rates for special duties shall be paid at the overtime rate of a First Class Constable's salary and in no event shall be less than three (3) hours at the overtime rate as herein established and such rate shall be rounded to the nearest dollar.
- c) The pay rate for services on New Year's Eve Day, New Year's Day, Christmas Eve Day and Christmas Day shall be double the rates contained in subsection (b) above.

ARTICLE 21 - PENSIONS

21.01 All members shall participate in the new final average earnings O.M.E.R.S. pension plan. The Regional

Municipality of Durham Police Services Board shall contribute eight and one half percent (8 ½%) of applicable earnings and the individual member shall pay eight and one half percent (8 ½%)

21.01 contd.

during the calendar year. Applicable earnings shall not include overtime and court time. Earnings below the CPP maximum are considered at a premium rate one and a half percent (1 ½%) below that for earnings above the CPP maximum for the Board and individual member. The pension benefit is two percent (2%) of final average earnings for each year of credited service integrated with CPP. Credited service is continuous service since date of joining O.M.E.R.S. to retirement date.

21.02 The current Type I and Type III plans will be continued as previously but benefits for credited service prior to entry into O.M.E.R.S. shall be two percent (2%).

21.03 The O.M.E.R.S. Basic and Types I and III shall be administered consistent with the rules and regulations of the O.M.E.R.S. Act and Regulations and Supplementary Benefit provisions.

21.04 The Regional Municipality of Durham Police Services Board will support the principle of the member's purchase of Optional Service provided that there is no cost or liability to the Board.

21.05 Retirement Leave - Regarding the accrued sick time for the Durham Regional Police Uniform Officers hereinafter referred to as the 'member'.

Objective - To develop a system of dissolving the retiring members sick pay credits to the benefit of the member who accrued them and in so doing reducing the liability of the Police Services Board and also minimizing the financial impact on the Police Services Board. At the time of entering into retirement leave, a member must declare which retirement leave schedule he/she wishes to use. A member may chose only schedule one (1) or schedule two (2). A mixture of 21.05 contd.

both schedules is not allowed. If a member has already entered into a schedule one (1) retirement leave on or before the 13th of October, 1995, that member may elect to convert the remaining retirement leave from an agreed date, to a schedule two (2) retirement leave.

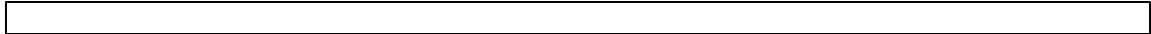
Schedule 1

In the event that the member's sick time credits total one (1) working year or less the member may take either the total amount of the credits as time off or fifty percent (50%) of the total hours in pay to a maximum of six (6) working months. If the member elects to take pay the balance of the sick credits shall remit to the Police Services Board. In the event that the member's sick time credits are greater than one (1) working year and the member is not required to use them due to illness, the member shall be, in addition to any other accrued vacation or lieu time, entitled to take no greater than one (1) working year as time off with the full benefits of employment. The balance remaining shall be divided in half and the member paid for half the credits to a maximum of six (6) working months and the balance shall remit to the Police Services Board. Members are not entitled to dry cleaning, clothing allowance and shift differential while on retirement leave. The member agrees that during the time off due to accumulated sick leave credits he or she will not seek or accept any employment offered without the knowledge and permission of the Police Services Board.

Schedule 2

A member who is eligible to receive a pension subject to O.M.E.R.S. regulations may choose to waive the benefits that he or she is entitled to under Schedule 1 and receive a cash payout, thereby proceeding to O.M.E.R.S. pension on the date specified. The cash payout will be based on the

21.05 contd.



member receiving fifty percent (50%) of what the member would have been entitled to under Schedule 1 and subject to the limitations of such schedule. No interpretation of this article will allow a member more than fifty percent (50%) of what the member would have been entitled to, had the member chosen to receive his or her earned benefits and salary, pursuant to Schedule 1.

Medical Examination - A member off duty as a result of sickness or injury shall undergo such medical examination as may be required by the Medical Officer of the Durham Regional Police Service, who will have sole responsibility to determine the length of time the member will remain absent due to sickness or injury and to determine his fitness to return to duty.

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

Definition of Medical Officer - Medical Officer of the Durham Regional Police Service means any qualified medical practitioner approved by the Chief of Police for the purpose of these regulations.

ARTICLE 22 - PERSONAL FILE

22.01 All members shall be entitled to examine all documentation and information contained in their personal file upon giving a minimum of thirty (30) minutes notice of such a request to the Chief of

22.01 contd.

[REDACTED]

Police, but not more than once per year.

ARTICLE 23 - POLICE ACT

23.01 All members shall be supplied with a copy of The Police Services Act as of the next printing thereof and all members shall receive copies of the said Police Services Act and amendments thereto made from time to time every five (5) years thereafter.

ARTICLE 24 - POSTINGS

24.01 All positions within the Service shall be posted in all divisions and members interested in such positions shall be entitled to apply for such positions.

ARTICLE 25 - RESIGNATIONS

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

ARTICLE 26 - RETIREE BENEFITS

- 26.01
- a) The Board shall pay one hundred percent (100%) of the premium costs for O.H.I.P. and Extended Health Care for all members who retire, from the time of their retirement until age sixty-five (65).
 - b) In the event of the death of a retired member, the spouse shall be provided with O.H.I.P. and Extended Health Care coverage until sixty-five (65) unless otherwise provided for. Such benefits do not include dental and shall cease upon remarriage. The surviving spouse shall make application for such benefit upon the death of the retiree and shall reapply at the beginning of each year thereafter.
 - c) Court time for members who retire and are recalled to court. Payments shall be made in

26.01 contd.



accordance with Article 10.01(a).

ARTICLE 27 - REVOLVERS BADGE

27.01 Every member who has successfully qualified for a Crossed Revolvers' badge shall be required to qualify for such badge each year.

ARTICLE 28 - SALARIES

28.01 The Board agrees that in accordance with this Agreement, the annual salary of each member of the Bargaining Unit is set forth hereto in "A" and "A.1" made part of this Agreement.

28.02 a) Annual increments shall be paid sufficient to advance Fourth Class Constable to Third Class Constable on completion of one (1) year of service with the Police Service; Third Class Constable to Second Class Constable on completion of two (2) years of service; Second Class Constable to First Class Constable on completion of three (3) years of service.

Annual increments shall be paid sufficient to advance Third Class Cadet to Second Class Cadet on completion of one (1) year of service with the Police Service; Second Class Cadet to First Class Cadet on completion of two (2) years of Service provided however that nothing in this Agreement contained shall limit or restrict the power of the Board to promote or demote, consistent with the provisions of The Police Services Act, a Police Officer including the promotion or demotion from one class to another at any time for sufficient cause.

b)(i) A Cadet, hired before April 4, 1989, on obtaining twenty-one (21) years of age and provided he has two (2) years of service with the Service, shall on acceptance of his application, be promoted to the Class of a Third Class Constable, provided that he fulfils

28.02 contd.



the requirements pursuant to the Police Services Act.

- (ii) A Cadet hired after April 4, 1989, on obtaining twenty-one (21) years of age and provided he has two (2) years of service with the Service shall, on acceptance of his application, be promoted to the rank of a Fourth Class Constable, Category "A" Appendix "A.1" provided that he fulfills the requirements pursuant to the Police Services Act.

- (iii) A Cadet hired after July 1, 1991, on obtaining twenty-one (21) years of age and provided he has two (2) years of service with the Service shall, on acceptance of his application, be promoted to the rank of a Fourth Class Constable, Category "A" Appendix "A.1" provided that he fulfills the requirements pursuant to the Police Services Act.

Salaries for new officers hired after January 1, 1996 shall be in accordance with Appendix "A.1" provided that he fulfills the requirements pursuant to the Police Services Act.

- c) New Constables hired after January 1, 1998 will remain at the same starting salary grid for fourth, third, second class constable as contained in Appendix A.1 of this agreement.

28.03 The salaries of members shall be paid bi-weekly by Direct Deposit to a Financial Institution of the member's choice every other Thursday. Deductions slips showing the salary and deductions shall be circulated to the members in the same week that their pay is deposited in a financial institution.

28.04 All members shall receive their normal pay for vacation periods prior to the commencement of



28.04 contd.

vacation, on request two (2) weeks prior to vacation.

28.05 As of April 4th, 1989, new recruits that are being hired to attend the Ontario Police College will be hired as First Class Cadets until such time as they have successfully completed the Recruit training Course at the Ontario Police College. Upon completion of this course the member shall be reclassified as a Fourth Class Constable Category "B Appendix "A.1".

28.06 As of July 1st, 1991, new recruits that are being hired to attend the Ontario Police College will be hired as First class Cadets until such time as they have successfully completed the Recruit Training Course at the Ontario Police College. Upon the completion of this course the member shall be reclassified as a Fourth Class Constable Category "B start" pursuant to Appendix "A".

28.07 Officers eligible for classification as a Senior Constable shall receive a premium of Two (2) percent of the salary for First Class Constable.

To be eligible and remain eligible for this classification a Constable shall:

1. Be a First Class Constable who has completed ten (10) years service, as a Police Officer, with this Service.
2. Pass the examination of the Ontario Police College (Level I, Constable to Sergeant).

Be free of discipline conviction under the Police Services Act in the preceding two (2) years for which:

the confirmed penalty was forfeiture in excess of forty (40) or more hours pay or

28.07 contd.

leave, or in excess of forty (40) or more hours suspension without pay, and

- (ii) if an appeal is initiated and conviction upheld, the two years shall be counted from the disposition of the appeal

.A member who has written and passed the Ontario Police College examination twice shall remain qualified as a Senior Constable. Members who qualified by passing the examination once must pass the examination a second time within five years of August 1st, 1991. Members who have not qualified will be required to pass the examination before being eligible and must pass the second time within five years of first qualifying.

This allowance shall not be pyramided with nor increased by other premiums under this Agreement with the exception of training Constable premium. Specifically there shall be no pyramiding of this benefit for anyone receiving special pay pursuant to Article 30.08 (a) (b) of the Collective Agreement.

This provision shall not apply to the overtime and court time provisions of the Agreement.

ARTICLE 29 - SICK LEAVE AND WORKERS COMPENSATION

29.01 All members shall accumulate sick leave credits at the rate of one and one-half (1 ½) days for each month's service, to a total of eighteen (18) days for each year's service to be added to the credits already accumulated.

29.02 All unused sick leave shall be accumulated at the rate as set out in Article 29.01 without a maximum amount, and, on termination of his service after four (4) years of continuous service, a member shall be entitled to an amount equal to this salary for one-half (1/2) the number of days standing to his credit, but not in excess of the amount of one-half (1/2) year's earnings at the rate

29.02 contd.

[Redacted]

received by him immediately prior to termination of his service. Members eligible for such payments may defer such payments, without escalation, until January of the next succeeding year. In the event of death, such accumulated sick leave credits shall be payable to the estate of the deceased member to the amount provided above.

29.03 The parties agree to establish a Disability Committee consisting of three (3) representatives from each party. The Committee will examine alternatives to the existing sick leave plan and make recommendations to provide adequate protection in the event of short-term and long-term disability.

29.04 In cases where absence is caused by accident or illness for which the employee is receiving Workers Compensation, the employee's accumulated sick leave credits shall not be affected. The Board shall make up the difference between Workers Compensation and the regular rate of pay for the duration of such accident or illness.

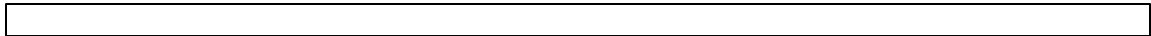
29.05 Officers on special duty shall be covered by Workers Compensation consistent with Compensation Board correspondence.

29.06 The Board shall provide semi-private hospital coverage for members who are injured and receiving Workers Compensation benefits.

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

29.08 When a member is off as a result of a non-work related motor vehicle collision; members have the

29.08 contd. option of using either their Car Insurance Accident benefit or leave from their sick bank. This



section is subject to Unemployment Insurance Commission approval.

29.09 On approval of the Chief of Police or his designee, members may use sick leave for the purposes of caring for their sick child or elder care of their parents. This section is subject to Unemployment Insurance Commission approval.

29.10 A Central Sick Leave Bank to be established. Contributions by the members shall be voluntary and shall be in the amount of eight (8) hours. A member whose sick leave has expired may apply for sick leave from such bank to facilitate them over the period of illness or until eligibility for long term disability. A joint committee of Association and Management representatives will determine the eligibility of such member's request. This section is subject to Unemployment Insurance Commission approval.

NOTE: Regulations covering the use will also be prepared and circulated prior to any request for members' contributions of sick leave.

ARTICLE 30 - SPECIAL PAY

- 30.01 a) All plain clothes officers and detectives shall receive, in addition to the amount specified in Article 28.01 a reimbursement in the sum of one thousand dollars (\$1,000.00).
- b) Uniformed Police Officers who are assigned to plain clothes duty on a temporary basis in excess of thirty (30) days in a calendar year shall be paid a pro-rated portion of the annual clothing allowance.
- c) This allowance shall be paid twice yearly, namely in January and July.

30.02

- _____
- a) A member who is assigned to perform all the regular duties of a higher rank shall receive the salary of such higher rank for the entire period he is so assigned. This amount shall be paid on or before the fifteenth (15th) of November each year.
 - b) When a member is assigned a permanent acting position, upon confirmation in the rank the acting time will be included for the time served in his/her new rank.
 - c) When a Constable is assigned to C.I.B., Youth Bureau, Intelligence or Identification, once promoted, all time spent in excess of six (6) months in the position will be included for the time of the new rank.

30.03

A Service Badge shall be granted to a member for each five (5) year period of employment, and such member shall be paid Ten Dollars (\$10.00) per month for each such service badge to which he is entitled.

Eligibility - such payment shall commence for the first pay period following the appropriate anniversary date. This amount to be made payable once yearly on or before November 15th.

30.04

The Board may award a merit badge to any member for outstanding service at any time. A member who is the holder of a merit badge shall be entitled, in addition to any other remuneration called for by this Agreement, to an additional sum of Ten Dollars (\$10.00) per month for each merit badge which has been awarded to him and shall also be entitled to six months (6) seniority at the time the merit badge is awarded.

30.05

A monthly clothing allowance shall be paid a new member, the amount to be pro-rated on a Yearly allowance received by a detective, until a new uniform is provided.



30.06 All members required to work more than three (3) hours past their normal quitting time shall be provided with a meal allowance of six dollars (\$6.00). A further meal allowance shall be provided on the same basis for each additional consecutive five (5) hours so worked.

30.07 Training Officers shall be appointed by the Chief of Police or his designate. They shall receive one dollar (\$1.00) per hour for their services while performing this function.

30.08 a) All Constables assigned to the Adult Criminal Investigation Branch, Youth Bureau, Intelligence Branch and Drug Enforcement Unit shall receive, in addition to any other remuneration, the following:

First 6 months	Nil
6-18 months	\$2.00 per day
18-24 months	\$3.00 per day
24 months and over	\$113% of a First Class Constable's Salary

This provision shall exclude Constables expressly performing duties as Bail Reform Hearing Officers and Drug Exhibit Officers.

b) All Constables assigned to the Identification Branch shall receive, in addition to any other remuneration, the following:

First 6 months	Nil
6 - 18 months	\$2.00 per day
18 - 24 months	\$3.00 per day
24 months and over	113% of a First Class Constable's Salary

30.08 contd.

All Constables of the Identification Branch in order to qualify for any extra remuneration must first have successfully passed the necessary courses.

A member transferred from the Identification Branch to the Adult C.I.B., Youth Bureau or Intelligence Branch shall not have such time spent in the Identification Branch credited for the purposes of Section "a".

A member transferred from either the Adult C.I.B., Youth Bureau or Intelligence Branch to the Identification Branch shall not have such time spent in these branches credited for the purposes of Section "b".

30.09

Each member who works a full calendar year on a three-shift or more rotation basis shall receive Three hundred and sixty-seven dollars and fifty cents (\$367.50). Members permanently assigned to the overriding shift shall be regarded as qualifying for this payment.

For members who worked the full year on a two-shift basis, the payment shall be Two hundred and thirty-six dollars and twenty-five cents (\$236.25). Such payments shall be made in the first pay of December in each respective year. Members who work less than the full year as above shall receive a pro-rated portion.

Members who are working twelve (12) hour shifts shall qualify for the three-shift shift differential.

30.10

Any member of the Tactical Support Unit required to work during what would otherwise be off-duty hours, shall be paid at the rate of time and one half (1 ½) commencing from the time the member is ordered to report for duty.

30.11

Members of the Tactical Support Unit, when called out on off duty time, shall be paid mileage at the rate of fifty cents (50 cents) per kilometre, one way, from the member's residence to the destination required on a call-out.

ARTICLE 31 - STAFFING

31.01

All uniform patrol cars, except those assigned to traffic duty shall be manned by two (2) fully trained and armed police officers while on patrol between the hours of 7:00 p.m. one (1) day and 3:00 a.m. the following day. The use of two man patrol cars for the period of 3:00 a.m. to 7:00 a.m. shall be at the discretion of the Chief of Police.

The Staff Deployment Committee shall provide input to the Chief of Police either on its own initiative or when requested by him.

31.02

When a prisoner is to be escorted out of, or in to the Region of Durham, all escorts shall consist of two (2) armed Officers.

31.03

A Staff Deployment Committee shall be formed consisting of three (3) members named by the Association and three (3) members named by the Police Services Board. The Committee shall meet whenever requested by any member of the Committee to consult on any future changes to the shift schedule and on deployment of Officers, particularly relating to two-person patrol cars. The member seeking the meeting shall provide a brief agenda in advance and in writing of subjects to be discussed. The Committee will strive to reach a consensus.

[REDACTED]

31.04 Shift schedules for ninety (90) day periods, which apply to the members herein, shall be posted in an accessible place throughout all Divisions and shall be available to members when required by such individual member.

ARTICLE 32 - STATUTORY HOLIDAYS

32.01 In lieu of twelve (12) statutory holidays each member shall receive an additional twelve (12) days pay or time off per year, at the rate of time and one-quarter (1 ¼) at the option of the member. The option as to choice of pay or time off must be made by January 31st each year. All days in lieu must be requested, in writing, before October 15th each year and utilized before December 31st. If the member requests time off the choice of the day shall be at the sole discretion of the member, subject to the needs of the Service.

32.02 a) The Statutory Holidays shall be namely:-

- | | |
|----------------|------------------------|
| New Year's Day | Thanksgiving Day |
| Good Friday | Remembrance Day |
| Easter Monday | Christmas Day |
| Victoria Day | Boxing Day |
| Dominion Day | Half day Christmas Eve |
| Civic Holiday | Half day New Years Eve |
| Labour Day | |

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

b) Statutory holidays, when used as time off continuous to vacation time, shall be classed for purposes of court call back as vacation time, provided the member so specifies at least sixty (60) days in advance of the time off requested.

32.03 The Board agrees the Statutory Holiday pay in lieu shall be paid on or before the fifteenth of 32.03

[REDACTED]

contd. November (15th) each year.

ARTICLE 33 - TRAVEL ALLOWANCE

- 33.01 Any member required by the Board to attend a properly accredited Police course shall be paid, in addition to his actual initial and terminal travelling expenses, a special allowance of Forty-five dollars (\$45.00) per week or part thereof.
- Such allowances may be paid by the Board in advance or in instalments corresponding to regular pay periods. The Board shall also grant similar travel allowances with respect to any other course a member may be required to attend.
- 33.02 A member may be granted the day off prior to the commencement of any police course or course of instruction, at the discretion of the Chief of Police.
- 33.03 All members of the Service who were hired before April 30th, 1973 on Services which now comprise Durham Regional Police Service, and who have been involuntarily transferred to a division, detachment or bureau which is a further distance from their residences than the division, detachment or bureau to which they formerly reported for work, shall be paid the sum of sixty-four cents (\$0.64) per kilometre one way for the additional mileage they are required to drive to report to work, provided a cheaper means of transportation is not reasonably available, in which case a proportional adjustment of the one-way fare is to be allowed.
- 33.04 A member assigned to 26 Division, who is required on off duty hours to attend court outside of 26 Division shall be paid sixty-four (\$0.64) cents a kilometre, one (1) way travel from the member's residence to the Court less the first ten kilometres travelled within the Region of Durham unless alternative transportation is provided.

33.04 contd.

- a) Where two or more members travel together only one claim may be made for the travel allowance.
- b) Payment to the member shall be made annually.

33.05

A member who is required to attend, in his capacity as a police officer, at a court outside the jurisdiction of the Regional Municipality of Durham, shall be paid travelling time at the rate of one minute of time for each kilometre travelled. Such travelling time shall be calculated from the members division to the Court. In the event that the Court is a lesser distance from the members residence than from the division such member shall not be eligible.

33.06

A member shall be eligible for mileage allowance for one round trip to the Ontario Police College or any other facility in which the Ontario Police College course is held for each course taken unless transportation is provided by the Service. If the facility is lesser distance than Ontario Police College mileage will be paid to the facility and not the Ontario Police College.

ARTICLE 34 - UNIFORMS AND EQUIPMENT

34.01

- a) Uniform articles will be replaced as required. Articles replaced will be returned to the Police Service upon receipt of the replacement save and except shirts and ties.
 - b) New Officers shall be supplied with two (2) complete uniforms.
 - c) One complete uniform shall consist of:- One (1) tunic, two (2) pairs of trousers, five (5) shirts, one (1) pair of boots or shoes, two (2) ties and one (1) pair of mitts/gloves.
- The following shall be supplied as required:

[REDACTED]

One (1) pair of overshoes or half rubbers, one (1) fall and winter reefer coat, one (1)

34.01 contd. raincoat, and one (1) fur hat or uniform hat.

ARTICLE 35 - VACATIONS

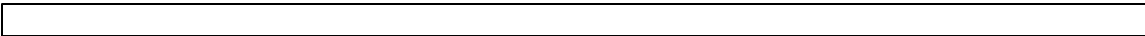
35.01 All members shall be entitled to vacation with pay as set forth hereto in Appendix “B” and made part of this Agreement and in the calculation of such vacations, regular days off shall not be included.

35.02 A member shall become entitled to increased vacation after the first day of January in the year in which the anniversary of the requisite period of service falls, unless the member resigns prior to his anniversary date.

35.03 In the event that a member is recalled from his vacation for any reason, he shall be granted two (2) days additional leave in compensation for each day or part day thereof for which he is recalled, plus travelling expenses. A member’s regular day off when taken in conjunction with vacation days, shall for the purpose of this section be classified as regular vacation, provided that employees specify days off when originally choosing vacation days within existing policy.

35.04 Any employee who is scheduled to start annual leave and is taken ill and can furnish proof to the Chief of Police or his designee, shall not commence his annual leave until his period of illness has passed and then he may re-schedule his leave upon request to the Chief of Police or his designee.

35.05 Members may request that annual leave be deferred for one (1) year to a maximum of six (6) members per year. Requests must be made by June 30th of the prior year.



35.06 Vacation scheduling shall be on a seniority basis. Requests must be made prior to February 15th and seniority shall be applied only within Division and Branch. Vacation requests that are not made prior to February 15th must be applied for by October 15th, but seniority only applies to vacation requested prior to the fifteenth (15) of February. For the purposes of this article (35.06) previous cadet or civilian time is not included.

35.07 The member shall be entitled to his entire year's annual leave in the year in which he retires as per his seniority per Appendix "B".

35.08 Where in any year, a member dies prior to receiving annual vacation in that year, there shall be paid to his estate an amount equal to the salary that would have been paid to him on account of his normal vacation.

ARTICLE 36 - WEDDING

36.01 A member shall be allowed one (1) day off without loss of pay to attend his/her wedding.

ARTICLE 37 - WORDING ERRORS AND OMISSIONS

37.01 In the event there is an error or omission from the Collective Agreement, it is agreed that the part that was inadvertently left out or had an error in it will be corrected and form part of the Collective Agreement.

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

In witness whereof the parties hereto have executed this Agreement in duplicate this 4th day of November, 1997 in the City of Oshawa, in the Regional Municipality of Durham, Province of Ontario:

**SIGNED, SEALED AND DELIVERED
THE POLICE SERVICES BOARD
OF THE REGIONAL MUNICIPALITY
OF DURHAM:**

**IN THE PRESENCE OF
THE MEMBERS OF THE DURHAM
REGIONAL POLICE SERVICE
REPRESENTED BY THEIR
BARGAINING COMMITTEE:**

PRINT

SIGN

PRINT

SIGN

WITNESS

WITNESS

WITNESS TO THE ABOVE

DURHAM REGIONAL POLICE SERVICE

UNIFORM AGREEMENT

January 1, 1996 - June 30, 1999

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APPENDIX "A"

ANNUAL SALARY

Members hired after July 1, 1991

<u>Class</u>	<u>Apr 1/96</u>	<u>Jul 1/96</u>	<u>Jan 1/97</u>	<u>Jul 1/97</u>	<u>Jan 1/98</u>	<u>Jul 1/98</u>	<u>Jan 1/99</u>
S/Sgt/D/Sgt	64987	65637	66293	66956	67960	68979	70152
Sgt/Det	58749	59336	59929	60528	61436	62358	63418
Senior PC	53029	53559	54095	54636	55456	56288	57245
PC1	51990	52510	53035	53565	54368	55184	56122
PC2	45751	46209	46671	47138	47845	48563	49389
PC3	40555	40961	41371	41785	42412	43048	43780
PC4							
CAT. A	36913	37282	37655	38032	38602	39181	39847
B (6months)	34313	34656	35003	35353	35883	36421	37040
B (start)	33272	33605	33941	34280	34794	35316	35916

NOTE: Rank differential shall be as follows:

Staff Sergeant	- 125% of a First Class Constable's salary
Sergeant	- 113% of a First Class Constable's salary
Senior Constable	- 102% of a First Class Constable's salary
P.C. 2nd Class	- 88% of a First Class Constable's salary
P.C. 3rd Class	- 78% of a First Class Constable's salary
P.C. 4th Category A	- 71% of a First Class Constable's salary
P.C. 4th Category B (6 months)	- 66% of a First Class Constable's salary
P.C. 4th Category B (start)	- 64% of a First Class Constable's salary
Cadet 1st Class	- 55% of a First Class Constable's salary
Cadet 2nd Class	- 50% of a First Class Constable's salary
Cadet 3rd Class	- 45% of a First Class Constable's salary

4th Class Constable Category A is as defined in Article 28.02(b) (iii)

4th Class Constable Category B is as defined in Article 28.06

**APPENDIX "A.1"
ANNUAL SALARY**

(1995) Members hired after January 1, 1996

<u>Class</u>	<u>January 1, 1996</u>
S/Sgt. D/Sgt.	\$64,344
Sgt/Det.	\$58,167
Senior Pc	\$52,504
PC1	\$51,475
PC2	\$43,858
PC3	\$38,058
PC4 - Category A	\$36,548
PC4 - Category B (start)	\$30,000
Cadet 1 st class	\$28,312
Cadet 2 nd class	\$25,738
Cadet 3 rd class	\$23,163

4th Class Constable Category A is as defined in Article 28.02(b) (iii)

4th Class Constable Category B is as defined in Article 28.06

Members hired after January 1, 1996

<u>Class</u>	<u>Apr 1/96</u>	<u>Jul 1/96</u>	<u>Jan 1/97</u>	<u>Jul 1/97</u>	<u>Jan 1/98</u>	<u>Jul 1/98</u>	<u>Jan 1/99</u>
S/Sgt/D/Sgt	64987	65637	66293	66956	67960	68979	70152
Sgt/Det	58749	59336	59929	60528	61436	62358	63418
Senior PC	53029	53559	54095	54636	55456	56288	57245
PC1	51990	52510	53035	53656	54368	55184	56122
PC2	44297	44740	45187	45639	46324	47019	47818
PC3	38439	38823	39211	39603	40197	40800	41494
PC4							
CAT. A	36913	37282	37655	38032	38602	39181	39847
B (start)	30300	30603	30909	31218	31686	32161	32708
CDT1	28595	28881	29170	29462	29904	30353	30869
CDT2	25995	26255	26518	26783	27185	27593	28062
CDT3	23395	23629	23865	24104	24466	24833	25255

New Constables hired after January 1, 1998 will remain at the same starting salary grid for fourth, third, second class constables as per starting salaries for members hired after January 1, 1996.

4th Class Constable Category A is as defined in Article 28.02(b) (iii)

4th Class Constable Category B is as defined in Article 28.06

APPENDIX "B"

ANNUAL VACATION

YEARS OF SERVICE

VACATION DAYS ALLOTTED

Less than 1 year

1 working day for each full
month of service up to a
maximum of ten (10) working
days

1 year	10 days
2 years	10 days
3 years	13 days
4 years	13 days
5 years	15 days
6 years	15 days
7 years	18 days
8 years	18 days
9 years	20 days
10 years	20 days
11 years	20 days
12 years	22 days
13 years	22 days
14 years	23 days
15 years	23 days
16 years	24 days
17 years	24 days
18 years	26 days
19 years	26 days
20 years	26 days
21 years	26 days
22 years	26 days
23 years	30 days
24 years	30 days
25 years	30 days

26 years	30 days
27 years	31 days
28 years	31 days
29 years	31 days
30 years and more	35 days

APPENDIX "C"

COMPLAINT AND GRIEVANCE PROCEDURE

Subject to the rights and procedures provided by and under the Police Services Act the parties hereto agree to the following complaint and grievance procedure.

STEP 1

When a member has a complaint or grievance, he shall within twenty-one (21) days of such occurrence convey to his Divisional Commander in writing all facts relative to the complaint and/or grievance. The member and the Divisional Commander shall make every attempt to resolve the problem at this step. The Divisional Commander shall render a written decision within five (5) working days.

STEP 2

Failing satisfactory settlement under Step 1, the member shall within twenty-one (21) days communicate his complaint and/or grievance in writing to the official representatives of the Association and advise as to his wishes with respect to the handling of the grievance.

STEP 3

If in the opinion of the Association the complaint and/or grievance is justified, they shall present such complaint and/or grievance to the Chief of Police within twenty-one (21) days who shall within five (5) working days of receiving the complaint and/or grievance, render his decision in writing to the Association.

APPENDIX "C" - cont'd -

STEP 4

Failing satisfactory settlement under Step 3 the Association may within twenty-one (21) days, present such complaint and/or grievance to the Board who shall within fifteen (15) working days of receipt of the complaint and/or grievance communicate in writing its decision in the matter.

STEP 5

The Association, may after receipt of the written decision of the Board, require that the complaint and/or grievance be submitted to a single Arbitrator by notifying the Board in writing of its desire to do so. If the Board and the Association do not, within ten (10) days, agree upon a single arbitrator, the appointment of a single arbitrator shall be made by the Solicitor General of Ontario upon request by either party. The decision of the arbitrator is final and binding upon the parties. An Arbitrator set up under Step 5 of the Grievance Procedure shall not have power to add to, subtract from, alter, modify or amend any part of this Agreement, nor otherwise make any decision inconsistent with this Agreement. Either party to this Agreement may lodge a grievance in writing with the other party on any difference between the parties concerning the interpretation, application or administration of this Agreement, including any question as to

APPENDIX "C" - contd. -

whether a matter is arbitrable and such grievance shall commence at Step 4 and the said Step 4 and Step 5 shall apply mutatis mutandis to such Grievance. The aggrieved member is entitled through the Complaint and Grievance Procedure herein, to have present on his behalf an Association representative or Counsel at any time.

APPENDIX "D"

Mr. Brian Curtis, President
Durham Regional Police Association,
65 Kenneth Street,
Oshawa, Ontario, L1G 5N3

Dear Sir:

LETTER OF UNDERSTANDING

With reference to the collective agreement between The Regional Municipality of Durham Police Services Board and the Durham Regional Police Association, dated this 16th day of September, 1997 it is agreed and understood that:

- (1) An Association representative shall be allowed facilities of the orientation course for one hour subsequent to course time to discuss workings of the Association with interested members.
- (2) The Parties are agreed to continue a special joint committee (called the Equipment Committee) to study matters of mutual concern relating to equipment.
- (3) The Board agrees to provide copies of the master contracts to the Extended Health Care Plan, Long Term Disability Plan, Group Life Insurance Plan and Dental Care Plan to the Association. Any changes in these policies will be forwarded to the Association as soon as is practicable.
- (4) Article 31.02 - Staffing - "When a Youthful Offender is transferred either to or from Court, the escort shall consist of at least one armed Police Officer and another person who is either a Court Security Officer, a Cadet or an Officer-in-Training."
- (5) In instances where a member off sick does not have sufficient sick days to his credit to fulfil the waiting time for long term disability, such information may be filed with the Chief and members will be advised that they may make a voluntary individual contribution in such cases, on the understanding that the decision to contribute is the responsibility of the individual member. A maximum of one (1) day per month of accumulated sick leave by each member is to be used only in the insured persons illness or injury.
- (6) The Compressed Work Weeks that are being worked within the Service shall be as per a letter of understanding (Appendix D1).

APPENDIX "D" - cont'd -

Mr. Brian Curtis

- Page 2 -

- (7) Police College Expenses: Prior to the expiration of this agreement, if any change in the existing policy of the Ontario Police College, or the Canadian Police College results in a cost to the member such costs shall be the matter of review and discussion between the two parties to this agreement.
- (8) In the event there is a change in the location or the administration of the Court Systems within the Regional Municipality of Durham, both parties agree to open negotiations regarding this matter.
- (9) In the event, and prior to the expiration of this agreement, an O.M.E.R.S. (25 year) pension plan is established, the parties agree to open negotiations regarding this matter.
- (10) The Breathalyzer Officers upon the completion of five (5) years service may apply to be relieved of the duties relevant to the Breathalyzer Officer. The Chief of Police, subject to the needs of the Service, shall grant the request.
- (11) A Joint Committee consisting of two representatives of the Association and two representatives of the Board shall be established to offer recommendations to the Chief of Police regarding minimum manpower presently on duty in each unit, division or branch. The Chief of Police shall retain the right of final decision. This Committee shall be known as the Staffing Committee.
- (12) A Committee shall be established consisting of two representatives of the Association and two representatives of the Board to review involuntary transfers. A member who is
the subject of an involuntary transfer may make application for a Committee review, such application is to be made within
five (5) days of notification. The Committee may make recommendations but the Chief of Police retains the right of final decision.
- (13) The existing practice of granting annual leave shall remain in effect.
- (14) The Durham Regional Police Service will take all reasonable steps to provide parking for members of the Service while on duty.
- (15) When more than three (3) officers are assigned to an extra duty, an N.C.O. shall also be assigned and paid at the rate of a Sergeants salary. Such salary shall be paid as per

APPENDIX "D" - cont'd -

Mr. Brian Curtis

- Page 3 -

Service Policy by the organization responsible for hiring the extra duty officer.

- (16) Article 24.01 - Postings - The process and definition of this Article are to be referred to a Committee consisting of two representatives of the Association and two representatives of the Board. Such Committee shall review and make recommendations to the Chief of Police.
- (17) The top twenty-five (25) on the promotional list, subject to the provisions of the Freedom of Information and Privacy Act, shall be posted in alphabetical order.
- (18) Tactical Support Unit: All equipment issued to the Tactical Support Unit shall be replaced as required.
- (19) When a member attends court after the midnight shift and remains in court past 3:00 p.m., subject to the requirements of the Service, the member may have the night shift off or at least every effort shall be made to give the member six (6) hours off between shifts. Such time will be used from the member's own time.
- (20) In the event the Insurance company alters the Out-Of-Province coverage both parties agree to open negotiations regarding this matter.
- (21) In the event that the Social Contract Act is rescinded, the parties agree that bargaining, pursuant to the Police Services Act, may begin any time after January 1, 1994.
- (22) A committee to be established to look at having lunch outside the station.
- (23) Rules and Regulations - Requirement for a Doctor's letter upon return to work shall be changed from mandatory to "required only when asked".
- (24) A joint committee to be established to examine job sharing.
- (25) A conflict between Uniform Article 31.02 and Civilian Article 29.03 be referred to Staffing Committee for clarification.

Articles not amended or altered shall form part of the 1996 Uniform Agreement.

A joint committee to be established to review and recommend changes to the present wording of the Collective Agreement for clarification purposes only. Time frame for this joint review to be within the duration of this contract.

APPENDIX "D" - cont'd -

Mr. Brian Curtis

- Page 4 -

(28) A joint committee to be established to review and recommend the possible inclusion of part-time employee definitions in the collective agreements. Time frame for this joint review to be within the duration of this contract.

Yours very truly,

THE POLICE SERVICES BOARD OF THE REGIONAL MUNICIPALITY OF DURHAM

James Witty
Chair

Witness
Kevin McAlpine, Chief of Police

Acknowledged on behalf of the Association

Brian Curtis
President

APPENDIX "D1"

**LETTER OF UNDERSTANDING IN REGARDS TO
THE COMPRESSED WORK WEEK BETWEEN THE
DURHAM REGIONAL POLICE ASSOCIATION AND
THE REGIONAL MUNICIPALITY OF DURHAM
POLICE SERVICES BOARD**

It is agreed between the parties that the COMPRESSED WORK WEEK will continue for the term of this agreement.

The compressed work weeks shall be as an appendix attached to this letter of understanding.

It is also agreed that new compressed work weeks may be implemented on a trial basis, upon first being reviewed by the Staff Deployment Committee, and upon its recommendation, with the approval of the Chief of Police.

The Staff Deployment Committee shall continue to monitor all shift schedules within the Service and, if it has concerns, should express such concerns to both parties in writing.

The Staff Deployment Committee may, by a majority decision, and with the approval of the Chief of Police, make changes to the proposed schedules.

It is understood that the purpose of the compressed work week is not to increase the premium pay of members nor reduce the regular salary, but to rearrange their working schedule and reduce the number of days worked during any scheduled period; to eliminate short changeovers and to provide more weekends off, without decreasing the level or quality of service provided, and without changing the hourly or weekly rate of pay.

For the purpose of the units working the compressed work week, the tour of duty shall be either eight, ten or twelve hours, as slated in the proposed schedule.

To that end, this letter of understanding will interpret the Collective Agreement between the parties for the members working the compressed work week as follows:

contd.....

APPENDIX "D1"

ARTICLE 6 ASSOCIATION LEAVE

6.01 (a) 6.01 (b)
& 6.02

These articles shall be interpreted as "a day is a day", be it eight, ten or twelve hours.

ARTICLE 9 COMPASSIONATE LEAVE

9.01 & 9.02

These articles shall be interpreted as "a day is a day", be it eight, ten or twelve hours.

ARTICLE 14 HOURS OF WORK

14.01

A tour of duty shall mean an eight, ten or twelve hours of the shift the member is normally scheduled to work.

Lunch periods shall be:

45 minutes for 8 hour shifts;
55 minutes for 10 hour shifts;
70 minutes for 12 hour shifts.

ARTICLE 14.02

Shall mean ...

Days off shall be in accordance with the shift schedule as mutually agreed upon.

ARTICLE 19.01 (a) OVERTIME

Shall mean ...

Except as provided in sub-section (b), any member required to work over the regularly scheduled hours of his or her normally scheduled shift in one day, or required to work on off-duty days, shall

be granted time and one-half (1 1/2) for
any hour or part thereof so worked.

contd.....

APPENDIX "D1"

ARTICLE 19.02 Shall be interpreted as ...

Any member who completes his or her normally scheduled tour of duty without being required to continue working, and is thereafter recalled to duty during off-duty hours, shall be paid at the rate of time and one-half (1 1/2), in any case, shall receive not less than five (5) hours at straight time rates for each such recall.

ARTICLE 29 SICK LEAVE AND WORKERS COMPENSATION

29.01 One and one-half (1 1/2) days for each month's service.

Shall mean ...
Twelve hours for each month's service.

Eighteen days (18) for each year's service.

Shall mean ...
One hundred and forty-four (144) hours for each year's service.

ARTICLE 31 STAFFING

31.01 Shall mean ...

7:00 P.M. to 3:00 A.M. shall mean 8:00 P.M. to 4:00 A.M.

In regards to this article, it is understood that because of allowing for accrued time, statutory holidays and annual leave, it may be difficult to fully implement this article between the hours of 8:00 P.M. and 9:00 P.M. The parties therefore, agree that for the term of this agreement, that between these hours the best effort will be made

to fulfill the provisions of this

APPENDIX "D1"

31.01 - cont'd -

article. It is also understood that because of insufficient manpower, it will not always be practicable to fulfill this requirement between the hours of 8:00 P.M. and 9:00 P.M.

ARTICLE 31.04

This section shall be waived during any mutually implemented shift schedule for the implementation period.

ARTICLE 32 -

STATUTORY HOLIDAYS

32.01

Shall mean ...

Members working a compressed work week in lieu of twelve statutory holidays shall receive one hundred and twenty hours pay or time off each year at the option of the member. The option as to choice of pay or time off must be made by January 31st of each year. Members shall make their request in writing before November 15th each year, and take all time off before December 31st. If a member requests time off, the choice of the day shall be at the sole discretion of the member, subject to the needs of the Service.

ARTICLE 35 -

VACATIONS

35.03

Shall mean ...

When a member is recalled under this provision, the two days should be 16 hours on an eight hour shift, 20 hours on a ten hour shift and 24 hours on a twelve hour shift.

ANNUAL VACATION

APPENDIX "B"

Shall mean ...

Each day shall mean an eight (8) hour
day.