

**OPPA UNIFORM MEMORANDUM OF UNDERSTANDING**

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**OPPA**

**UNIFORM MEMORANDUM OF UNDERSTANDING**

By and Between:

Her Majesty The Queen In Right of the Province of Ontario  
(hereinafter called the "Employer")  
Of The First Part

and

Ontario Provincial Police Association, Incorporated  
(hereinafter called the "Association")  
Of The Second Part

**January 1, 2003 to December 31, 2005**

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### ARTICLE 1 - RECOGNITION

- 1.01 The Employer recognizes the Association as the exclusive bargaining agent with respect to matters pursuant to the *Public Service Act* or matters arising under this Memorandum of Understanding for all employees of the Employer classified as Cadets, Probationary Constables, Constables, Senior Constables, Sergeants, Staff Sergeants and Sergeants Major.

For the purpose of this Memorandum of Understanding, the classification of Sergeant shall include Detective Sergeant; Traffic Sergeant and Identification Sergeant. Staff Sergeant shall include, in addition to the position of Staff Sergeant, the positions of Detective Staff Sergeant, Traffic Staff Sergeant and Identification Staff Sergeant.

It is agreed that there will be no intimidation, discrimination, or coercion exercised or practiced by either of the parties to this Memorandum or their representatives because employees are, or are not, members of the Association, or because such employees exercise a right under the Memorandum.

#### DEFINITIONS

- 1.02 The term "employees" whenever herein used shall mean only those employees coming within the bargaining unit as described above.
- 1.03 The term "Commissioner" whenever herein used shall mean Commissioner of the Ontario Provincial Police.
- 1.04 Wherever applicable in this Memorandum, the singular shall include the plural.
- 1.05 The term "OPP" whenever herein used shall mean the Ontario Provincial Police.

### ARTICLE 2 - DURATION

- 2.01 The Memorandum of Understanding which is effective on and from January 1, 2003, shall continue in effect until the 31st day of December, 2005, and during negotiation or arbitration for its renewal or revision.

### ARTICLE 3 - THE ONTARIO PROVINCIAL POLICE NEGOTIATING AND ARBITRATION BOARD

- 3.01 Negotiations for the amendment or renewal of matters pursuant to the *Public Service Act* or matters arising under this Memorandum of Understanding shall continue to be conducted through the Ontario Provincial Police Negotiating Committee pursuant to the *Public Service Act*. Any such matters not resolved by negotiation may be submitted to the Arbitration Board.

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- 3.02 The decision of the Arbitration Board on all such matters referred to it shall be final and binding upon the parties hereto.

### ARTICLE 4 - GRIEVANCE PROCEDURE

#### DEFINITIONS

- 4.01
- (a) "Association" means the Ontario Provincial Police Association.
  - (b) "Employee Representative" means a person selected by the Board of Directors of the Association, nominated to act on behalf of that person in respect to a grievance.
  - (c) "Grievance" means a personal complaint of an employee, made in writing, concerning a working condition or term of employment which is applicable to employees covered by this Memorandum of Understanding and which is set out in the Memorandum, the Regulations under the *Public Service Act* or the *Police Services Act*, the Manual of Administration, or the Management Board of Cabinet Directives and Guidelines. Matters which arise pursuant to the *Police Services Act* and the Code of Offences thereunder, other than a working condition or term of employment, shall not be the subject of a grievance under this Memorandum of Understanding.
  - (d) "Grievor" means an employee, who has been continuously employed for six (6) months, who has a grievance.
  - (e) "Board" means the Ontario Provincial Police Grievance Board.

#### BOARD COMPOSITION

- 4.02 There shall be an Ontario Provincial Police Grievance Board composed of:
- (a) a Chair who shall be agreed to by the parties for a renewable term of two years, and who shall not be a member of a Police Services Board,
  - (b) one member designated from time to time upon the recommendation of the Ontario Provincial Police Association,
  - (c) one member designated from time to time upon the recommendation of the Minister of Public Safety and Security.

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### PROCEDURE

- 4.03 Questions arising between the OPP and the OPP Association concerning interpretations of the Memorandum of Understanding will be initially referred to the Police Negotiating Committee, which will attempt to resolve such questions. If the Committee is unable to satisfactorily resolve the matter, it may be dealt with as an individual employee grievance pursuant to the provisions of this Article.
- 4.04 A grievor may present a grievance personally or may be represented or assisted by an employee representative.
- 4.05 (a) An employee who has a complaint shall first discuss the complaint with his/her supervisor within fourteen (14) days of first becoming aware of the complaint.
- (b) When the complaint cannot be resolved by the employee's supervisor within seven (7) days of the discussion, the complaint shall be discussed with the Detachment Commander or the Section Manager.
- (c) Failing resolution under (b) herein, and within seven (7) further days, the employee may file a grievance in writing to his/her Regional or Bureau Commander (with a copy to his/her Detachment Commander or Section Manager.
- Regional or Bureau Commanders shall give their decision in writing within seven (7) days of receipt of the written grievance (with a copy to the Detachment Commander or Section Manager.
- The written grievance shall specify the section or sections of the Memorandum of Understanding, Regulation under the *Public Service Act* or the *Police Services Act* or Manual of Administration that is alleged to have been violated or misapplied.
- (d) If the grievor is not satisfied with the reply of the Regional or Bureau Commander under (c) above, the grievor may forward the grievance to the Commissioner within twenty (20) days of the date of reply in (c) above. The Commissioner or the Commissioner's designee shall give the grievor the decision in writing within twenty (20) days of receipt of the grievance.

### TIME LIMITS

- 4.06 (a) Where a grievance is not processed within the time prescribed, it shall be deemed to have been withdrawn.
- (b) In this Article, days shall include all days exclusive of Saturdays, Sundays and statutory holidays.
- (c) At any stage of the grievance procedure, the time limits imposed upon either party may be extended by mutual agreement.

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- 4.07 (a) The provisions of this Section shall apply to a grievance concerning the interpretation, application, administration or alleged violation of this Memorandum of Understanding, including whether or not the matter may be entertained by the Grievance Board hereunder.
- (b) If the Association is not satisfied with the decision given pursuant to the provisions of Section 4.05, or if the Association does not receive a decision within the specified time limit, the Association may apply in writing to the Board within seven (7) days:
- (i) of the date the decision was received or
  - (ii) of the date the time limit expired as the case may be, for a hearing of the grievance.
- (c)
- (i) When an application is made to the Board for the hearing of the grievance the Board shall hold a hearing within one (1) month of the date of receipt of the application, and at least fourteen (14) days before the hearing shall notify the grievor, the employee representative, and the Commissioner of the date, time and place of the hearing.
  - (ii) The Board shall not be authorized to alter, modify or amend any part of the terms of this Memorandum.
  - (iii) The decision of the Board in respect of the hearing shall be communicated in writing within sixty (60) days of the conclusion of the hearing to the grievor, the employee representative, the Commissioner, the Minister of Public Safety and Security and the Deputy Minister, Management Board Secretariat.
  - (iv) The determination of a grievance by the Board pursuant to the terms of this Memorandum is final.

### POLICY GRIEVANCE

- 4.08 Where any difference between the Employer and the Association arises from the interpretation, application administration or alleged contravention of the Memorandum of Understanding the Association shall be entitled to file a policy grievance with the Commissioner provided it does so within thirty (30) days following the occurrence or origination of the circumstance giving rise to the grievance. The grievance shall be signed by one of the signing officers of the Association.

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4.09 Each party shall pay the fees and expenses of its own designated member to the Ontario Provincial Police Grievance Board and one half the fees and expenses of the Chair and of any clerk or stenographer whom the Grievance Board may require.

Except as aforesaid, each party shall bear all expenses incurred by it whether of witnesses, the attendance of witnesses and representatives, exhibits or otherwise.

### ARTICLE 5 - SALARIES

5.01 The Employer agrees to pay and the Association agrees to accept for the term of this Memorandum of Understanding the salaries for the classifications hereafter set forth in Schedule I attached hereto.

#### CLASSIFICATION

5.02 When a classification is changed or a new classification is issued, the salary after being initially fixed by the Civil Service Commission will be immediately open to negotiation.

#### ACTING PAY

5.03 (a) A Regional or Bureau Commander may designate an employee to perform the full duties of another position in an acting capacity. If such designation continues for more than five (5) working days, the person so designated shall be paid as if assigned to the first salary level of the position and the payment shall be retroactive to the first day of such designation.

(b) An employee who has performed the full duties of such designated position in an acting capacity for a period of at least eighteen (18) months, shall receive one month's notice before being reverted to the former position, and failing such notice, the acting salary will be continued for one month after the employee reverts to the former position.

This Section shall not apply where an employee is designated to perform the duties of another employee who is on vacation.

5.04 A Constable who is in charge of a Detachment which is not under the immediate direction of a Sergeant shall be paid at the first pay rate in the salary range for Sergeant.

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### = SHIFT PREMIUM

- 5.05 (a) A shift premium of forty-four (44) cents per hour shall be paid for all hours worked at or after 4:00 p.m. and before 5:00 a.m.
- (b) Shift premium shall be paid only to employees working on a rotating shift or fixed off-shift basis and shall not apply to regular day workers who are required to work overtime.
- (c) Notwithstanding (b) above, shift premium shall not be paid to an employee who, for mutually agreed upon reasons, works a shift for which the employee would otherwise be entitled to a shift premium.
- (d) Shift premium shall not be considered as part of an employee's basic hourly rate.

## ARTICLE 6 - HOURS OF WORK AND OVERTIME

### DEFINITIONS

6.01 For the purposes of this Article:

- (a) "overtime" means a period of work computed to the nearest half hour and,
- (i) performed on a scheduled working day in addition to the scheduled working period and consisting of at least one half hour, or
  - (ii) performed on a day that is not a scheduled working day;
- (b) (i) a normal working week is deemed to be five (5) working days of eight (8) consecutive hours each with a meal time period of forty-five (45) minutes during each eight (8) hour period,
- (ii) if an employee completes a full eight (8) hour working day or any full shift agreed to under Article 6.07 and is required to forego the meal time period due to exigencies of service, the employee shall be paid for such period at the hourly rate of salary.

### OVERTIME AMOUNT

- 6.02 (a) Overtime shall be paid at the rate of one and one-half (1 1/2) times the hourly rate of salary when an employee is required:
- (i) to perform overtime immediately following a scheduled work period;
  - (ii) to report for any period of work prior to a scheduled work period or after leaving the place of employment at the end of a scheduled work period, with a minimum payment of four (4) hours;

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- (iii) to report for any period of work on any day, other than a day during vacation leave period, that is not a scheduled work day, with a minimum payment of four (4) hours;
  - (iv) to report for work while absent on a full day of leave which is deducted from the employee's statutory holiday bank, with a minimum payment of eight (8) hours.
- (b) Overtime shall be paid at the rate of two and one-half (2 1/2) times the hourly rate when an employee is required to report for any period of work on or during the vacation leave period, with a minimum payment of sixteen (16) hours. In addition, the employee shall be granted a compensating day off.

*Note: For the purposes of sub-section 6.02(b) only, a vacation leave period shall consist of a seven (7) consecutive day period free from duty comprised of five (5) vacation days for eight (8) hour schedules, four (4) vacation days for ten (10) hour schedules and three (3) vacation days for twelve (12) hour schedules and regular days off. Any statutory holiday, as outlined in Article 14.01, that occurs within the seven (7) consecutive day period may be counted towards the minimum vacation days required as outlined above.*

*Where an employee uses statutory holiday bank hours during the vacation leave period or as required by Article 14.03, the employee shall be deemed to have taken the statutory holiday benefit and the employee's statutory holiday bank shall be reduced by the corresponding number of hours of the employee's shift schedule.*

- 6.03 Section 6.02 (a) (ii) shall not apply where an employee, on being called in not more than one (1) hour prior to the employee's regular period of work, is given compensating time therefore at the end of that period of work or where the employee attends any training course of two (2) days or more and where the employee is provided with full subsistence.

### OVERTIME PAYMENT

- 6.04 (a) An employee may, at the employee's option, maintain an overtime bank and request a lump sum payment at the rate it was earned for all or any portion of the hours in the employee's overtime bank on a monthly basis. Accumulated hours in excess of one hundred (100) remaining in an employee's overtime bank at December 31 of each year shall be paid out on a lump sum basis at the rate it was earned. The Employer shall pay out all accumulated hours no later than the last pay date of February of the following calendar year.

Failure to make such payments shall not be regarded as a violation of this Memorandum where such failure is due to reasons beyond the control of the employer.

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- (b) The practice of granting casual time off duty, chargeable to the employee's overtime bank, shall be continued. It is understood that the granting of such time off shall be at the discretion of the Detachment Commander or Section Manager.
  - (c) The practice of permitting an employee to change days off with another employee shall be continued. It is understood that such changes shall be at the discretion of the Detachment Commander or Section Manager and the request shall be made in writing. A change will not be permitted if it results in any additional cost to the Employer.
  - (d) The practice of permitting an employee to work for another employee shall be continued. The employee who works shall receive an hour for hour increase assigned to his/her overtime bank or statutory holiday bank for the number of hours worked on the scheduled shift. The employee who is released from duty shall have his/her overtime bank or statutory holiday bank reduced by the number of hours he/she would have worked on his/her scheduled shift. Such a practice shall be on the request of the employees and allowed at the discretion of the Detachment Commander or Section Manager.

### WORK SCHEDULES

- 6.05 (a) In work locations requiring a work schedule the following arrangements shall prevail:

#### General Shift Schedule

- (i) Schedules shall cover a seven (7) day period on any day of the week and shall be posted no later than 4:00 p.m. fifteen (15) days prior to the beginning of the period for which the schedule is intended. Rest days in General Shift Schedules shall be consecutive.

#### Platoon Schedule

- (ii) Schedules shall cover a twenty-eight (28) day period and shall be posted no later than 4:00 p.m. fifteen (15) days prior to the beginning of the period for which the schedule is intended.

Rest days shall be consecutive except in the one shift in a twenty-eight (28) day period where split rest days are required to arrange the platoon schedule.



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= (b) It is the intention to keep changes in shifts and work schedules to a minimum and, therefore, it is agreed that schedules shall be planned so that employees are not required to change shifts between rest periods while on a platoon schedule or between shift changes while on a general shift schedule. The Employer agrees to consult with the Association when planning major event strategies requiring provincial mobilization. Exceptions to the foregoing are permitted only under the following conditions:

- (i) circumstances beyond the Employer's control requiring a shift change;
- (ii) in a situation of emergency where an unusual or unexpected situation occurs;
- (iii) if agreed upon between the employee and Employer;
- (iv) the employee has been notified before 4:00 p.m. six (6) days prior to the change, provided such notification changes the employee's entire shift between rest periods.

In all other cases, the employee shall be paid time and one-half for the first day worked on the amended schedule.

(c) Except in circumstances beyond the Employer's control, the Employer shall not schedule the commencement of a shift within eight (8) hours of the completion of the employee's previous shift provided, however, that if an employee is required to work before the eight (8) hours have elapsed the employee shall be paid time and one-half the hourly rate for those hours that fall within the eight (8) hour period.

### STAND-BY TIME

- 6.06 (a) Stand-by is a period of time during which, in accordance with administrative procedures established by the Commissioner, an employee is ordered to remain at his/her residence or other specified quarters, (as determined by the person authorizing the stand-by) from which the employee shall be ready to proceed to a work location immediately upon receipt of instructions.
- (b) This Article shall not eliminate or prohibit the existing co-operative practice under which a member of the OPP provides advice to his/her supervisor as to his/her proposed whereabouts while off duty but there shall be no restriction on the free time of an employee that is not in accordance with this Memorandum of Understanding.
- (c) Where an employee is required to be on stand-by he/she is entitled to be paid at his/her hourly rate of salary for one-third (1/3) of his/her stand-by time, but where such stand-by time is less than the number of hours in the employee's scheduled working day, the employee is entitled to three (3) hours pay at the hourly rate.

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- (d) The minimum entitlement of four (4) hours pay pursuant to sub-section 6.02(a)(ii) and 6.02(a)(iii) shall not apply to an employee who was on stand-by when he/she was required to report for work, and a period of work for which pay is received at one and one-half (1 1/2) times the hourly rate under the provisions of sub-section 6.02(a)(ii) and 6.02(a)(iii) is not included in any stand-by period.
  - (e) The minimum entitlement of sixteen (16) hours pay pursuant to sub-section 6.02 (b) shall apply to an employee who was on stand-by when he/she was required to report for work, and a period of work for which pay is received at two and one-half (2 1/2) times the hourly rate under the provision of sub-section 6.02 (b) is not included in any stand-by period.

### COMPRESSED WORK WEEK

- 6.07 It is understood that other arrangements regarding hours of work and overtime may be entered into between the Commissioner and the Association with respect to compressed work weeks. It is understood that the provisions of a compressed work week agreement are subject to the grievance procedure under this Memorandum.

### NON-PYRAMIDING

- 6.08 There shall be no duplication or pyramiding of any premium payments or compensating leave provided under this Memorandum.

## ARTICLE 7 - SHORT TERM SICKNESS PLAN

### ENTITLEMENT

- 7.01 An employee who is unable to attend to duties due to sickness or injury is entitled to leave-of-absence with pay as follows:
- (i) with regular salary for the first six (6) working days of absence in each calendar year
  - (ii) with 75% of regular salary for an additional one hundred and twenty four (124) working days of absence in each calendar year.
- 7.02 An employee is not entitled to leave-of-absence with pay under Section 7.01 of this Article until after completion of twenty (20) consecutive working days of employment.
- 7.03 An employee who is on leave-of-absence with pay under this Article that commences in one calendar year and continues into the next calendar year is not entitled to leave-of-absence with pay under Section 7.01 of this Article for more than one hundred and thirty (130) working days in the two (2) calendar years until the employee has completed twenty (20) consecutive working days of employment.

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7.04 An employee who has used leave-of-absence with pay for one hundred and thirty (130) working days in a calendar year must complete twenty (20) consecutive working days of employment before the employee is entitled to further leave under Section 7.01 of this Article in the next calendar year.

7.05 The pay of an employee under this Article is subject to deductions for insurance coverage and pension contributions and contributions that would normally be made by the Employer as though the employee was receiving regular salary.

### USE OF ACCUMULATED CREDITS

7.06 An employee who is on leave-of-absence with pay under Section 7.01(ii) of this Article may, at the employee's option, have one quarter (1/4) of a day deducted from the accumulated credits (attendance, vacation, statutory holiday bank or overtime credits) for each day of leave to which Section 7.01(ii) applies and receive regular salary for each such day.

7.07 An employee who is absent from employment due to sickness or injury beyond the total number of days leave-of-absence with pay provided for in Section 7.01 of this Article shall have his/her accumulated attendance credits reduced by a number of days equal to the number of days of such absence and is entitled to leave-of-absence with pay for each such day.

7.08 Section 7.07 does not apply to an employee who qualifies for and elects to receive benefits under the Long Term Income Protection Plan.

### MEDICAL EXAMINATIONS

7.09 (a) If an employee is absent for five consecutive working days due to sickness, no leave with pay shall be allowed unless a certificate of a legally qualified medical practitioner is forwarded to the Commissioner certifying that the employee is unable to attend to official duties.

(b) Notwithstanding the provisions of Section 7.09 (a), the Commissioner or the Commissioner's designee, who shall be a Commissioned Officer, may require an employee to submit the certificate required by Section 7.09 (a) for a period of absence of less than five (5) working days. The cost of the certificate requested shall be borne by the employer.

7.10 While on sick leave or Workplace Safety and Insurance leave, it is the employee's responsibility to report to the supervisor, at the earliest opportunity, any change in the employee's medical situation that would permit the employee to return to full duties or to return to work in a limited capacity and/or estimate their return to work date.

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- = IMPLEMENTATION OF THE SHORT TERM SICKNESS PLAN
- 7.11 An employee appointed prior to April 1, 1979, will be entitled to benefits provided by the Short Term Sickness Plan effective from May 1, 1979.
- 7.12 Notwithstanding Section 7.11 an employee who has qualified for or is receiving benefits provided under the Long Term Income Protection Plan must complete twenty (20) consecutive working days of employment to qualify for benefits under the Short Term Sickness Plan.
- 7.13 Employees appointed on or after April 1, 1979, must complete twenty (20) consecutive working days of employment to qualify for benefits under the Short Term Sickness Plan.
- 7.14 An employee shall have the attendance credits earned and unused to April 30, 1979, from those credits advanced on October 1, 1978, added to the employee's total of accumulated credits. An employee shall retain all credits earned and unused prior to May 1, 1979, for use as specified under Section 7.06 of this Article, or, where the employee is eligible, under Article 8 upon termination.
- 7.15 If an employee has an attendance credit overdraft as of April 20, 1979, such overdraft will be forgiven.
- 7.16 For the purposes of this Article twenty (20) consecutive working days of employment shall not include vacation leave-of-absence or any leave-of-absence without pay, but days worked before and after such leave shall be considered consecutive. Notwithstanding the above, where an employee is unable to work due to sickness or injury, the days worked before and after such absence shall not be considered consecutive.

## OPPA UNIFORM MEMORANDUM OF UNDERSTANDING

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### ARTICLE 8 - TERMINATION PAYMENTS

#### SEVERANCE PAY

- 8.01 An employee who was appointed before the 1st day of January, 1970, and who ceases to be an employee, is entitled to be paid an amount in respect of the employee's accumulated attendance credits for continuous service up to and including the 30th day of April, 1979, in an amount computed by multiplying one-half (1/2) of the number of days of the employee's accumulated attendance credits remaining at the date the employee ceases to be an employee by the employee's annual salary at the date the employee ceases to be an employee and dividing the product by two hundred and sixty-one (261). For the period from May 1, 1979, the benefits described under Section 8.04 shall apply.

#### CESSATION OF EMPLOYMENT

- 8.02 Notwithstanding Section 8.01, an employee who was appointed on or after the 1st day of October, 1965, and before the 1st day of January, 1970, who ceases to be an employee because of,

- (a) death,
  - (b) retirement pursuant to,
    - (i) Section 17 of the *Public Service Act*,
    - (iii) Section 13(4), (8)b, (11) or 14 of the *Public Service Pension Act*,
- or
- (c) release from employment under of Section 22(4) of the *Public Service Act*,

is entitled to receive for continuous service up to and including the 30th day of April, 1979,

- (i) severance pay equal to one-half (1/2) week of salary for each year of continuous service before the 1st day of January, 1970, and one week of salary for each year of continuous service from and including the 1st day of January, 1970, or
- (ii) the amount in respect of the employee's accumulated attendance credits computed in accordance with Section 8.01 of this Article,

whichever is the greater, but the employee is not entitled to receive both of those benefits. For the period from May 1, 1979, benefits described under Section 8.04 shall apply.

## OPPA UNIFORM MEMORANDUM OF UNDERSTANDING

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8.03

An employee who is appointed on or after the 1st day of January, 1970, is entitled to severance pay for each year of continuous service up to and including the 30th day of April, 1979,

(a) where the employee has completed one (1) year of continuous service and ceases to be an employee because of,

- (i) death,
- (ii) retirement pursuant to,
  - 1. Section 17 of the *Public Service Act*,
  - 2. Section 13 (4), (8)b, (11) or 14 of the *Public Service Pension Act*,

or

- (iii) release from employment under sub-section 4 of Section 22 of the *Public Service Act*,

in an amount equal to one (1) week of salary for each year of continuous service, or

(b) where the employee has completed five (5) years of continuous service and ceases to be an employee for any reason other than

- (i) dismissal for cause under Section 22 of the *Public Service Act*, or
- (ii) abandonment of position under Section 20 of the *Public Service Act*,

in an amount equal to one (1) week of salary for each year of continuous service.

8.04

The benefits described under this Section shall apply from May 1, 1979.

An employee,

(a) who has completed a minimum of one (1) year of continuous service and who ceases to be an employee because of,

- (i) death,
- (ii) retirement pursuant to,
  - 1. Section 17 of the *Public Service Act*,
  - 2. Section 13 (4), (8)b, (11) or 14 of the *Public Service Pension Act*,

or

- (iii) release from employment under Section 22(4) of the *Public Service Act*, or

## OPPA UNIFORM MEMORANDUM OF UNDERSTANDING

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- (b) who has completed a minimum of five (5) years of continuous service and who ceases to be an employee for any other reason than,
    - (i) dismissal for cause under Section 22 of the *Public Service Act*, or
    - (ii) abandonment of position under Section 20 of the *Public Service Act*,
- is entitled to severance pay equal to one (1) week of salary for each year of continuous service commencing from May 1, 1979.
- 8.05
- (a) The total of the amount paid to an employee in respect of accumulated attendance credits, severance pay, or both, shall not exceed one-half (1/2) of the annual salary at the date when the employee ceased to be an employee.
  - (b) The calculation related to accumulated attendance credits or severance pay shall be based on the annual salary the employee was receiving when the employee ceases to be an employee.
  - (c) Where a computation for severance pay involves part of a year, the computation of that part shall be made on a monthly basis, and
    - (i) any part of a month that is less than fifteen (15) days shall be disregarded
    - (ii) any part of a month that is fifteen (15) days or more shall be deemed to be a month.
- 8.06
- An employee is not entitled to severance pay in respect of a period when the employee is on leave-of-absence without pay for a period which is greater than thirty (30) days, or for a period which constitutes a hiatus in the employee's service such as:
- (a) Political Activity (*Public Service Act*, 28.6 and Article 28.7(6))
  - (b) Layoff (Article 30)
  - (c) Educational Leave (*Public Service Act*, Reg. 977, 20 and 21).
- 8.07
- An employee may receive only one termination payment for a given period of service.
- 8.08
- Any severance pay to which an employee is entitled under Article 8 shall be reduced by an amount equal to any payment to which the employee is entitled under Section 15.01(b) of Article 15.

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### ARTICLE 9 - LEAVE-OF-ABSENCE

#### 9.01 BEREAVEMENT LEAVE

- 9.01.01 An employee shall be allowed up to three (3) days leave of absence with pay in the event of the death of his or her spouse, common-law spouse, same-sex spouse, mother, father, stepmother, stepfather, mother-in-law, father-in-law, son, daughter, son-in-law, daughter-in-law, stepson, step-daughter, brother, sister, stepbrother, stepsister, brother-in-law, sister-in-law, ward, guardian, step-grandparents, step-grandchildren, grandchildren and the grandparents of the employee and spouse.
- 9.01.02 An employee shall be allowed one (1) day leave of absence with pay in the event of the death of his or her aunt, uncle, niece or nephew.
- 9.01.03 Necessary travelling time may be granted in accordance with Section 9.02 (a) in the event of the death of a relative listed in Articles 9.01.01 or 9.01.02.
- 9.01.04 Bereavement leave will not be pro-rated for an employee in a Compressed Work Week arrangement.

#### 9.02 SPECIAL/COMPASSIONATE LEAVE

- 9.02 (a) The Commissioner, or the Commissioner's designee, who shall be a Commissioned Officer, may grant leave-of-absence with pay to an employee, for not more than three (3) days in any calendar year, upon any special or compassionate ground. Such leave shall not be dependent upon nor charged against accumulated credits of the employee.
- (b) Leave-of-absence without pay and without accumulation of credits may be granted to an employee by the Commissioner.
- (c) Leave-of-absence with pay may be granted for special or compassionate purposes to an employee for a period of
- (i) up to six (6) months with the approval of the Commissioner,
  - (ii) over six (6) months with the approval of the Lieutenant Governor in Council.
- (d) No employee shall be absent from duty on a leave-of-absence provided for in sub-sections 9.02(b) and 9.02(c) unless the employee previously obtained the authorization required by this sub-section.
- (e) An application for leave-of-absence under Section 9.02 shall be in writing and shall set out the reason for the leave-of-absence.



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### 9.03 PREGNANCY LEAVE

9.03.01 The Commissioner shall grant leave of absence without pay to a pregnant employee who has served at least thirteen (13) weeks before the expected birth date including service as a Crown employee, as an employee of a police force which is amalgamated with the OPP or as an employee of an Ontario First Nations Police Service immediately prior to her appointment to the civil service. The leave of absence shall be in accordance with the provisions of the *Employment Standards Act 2000*.

9.03.02 Notwithstanding Article 7 (Short Term Sickness Plan), Article 13 (Vacations and Vacation Credits) and Article 8 (Termination Payment), vacation credits, seniority and service continue to accrue during the pregnancy leave.

9.03.03 An employee entitled to pregnancy leave under this Article, who provides the Employer with proof that she is in receipt of employment insurance pursuant to the *Employment Insurance Act (Canada)*, shall be paid an allowance in accordance with the Supplementary Employment Benefit Plan.

9.03.04 In respect of the period of pregnancy leave, payments made according to the Supplementary Employment Benefit Plan will consist of the following:

(a) for the first two (2) weeks, payments equivalent to ninety-three percent (93%) of the actual weekly rate of pay for her classification, which she was receiving on the last day worked prior to the commencement of the pregnancy leave, but which shall also include her progression on the wage grid and any negotiated or amended wage rates for her classification as they are implemented,

and

(b) up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the sum of the weekly Employment Insurance benefits the employee is eligible to receive and any other earnings received by the employee, and ninety-three percent (93%) of the actual weekly rate of pay for her classification, which she was receiving on the last day worked prior to the commencement of the pregnancy leave, but which shall also include her progression on the wage grid and any negotiated or amended wage rates for her classification as they are implemented.

9.03.05 An employee on pregnancy leave shall have her benefits plan coverage continued unless the employee elects in writing not to do so. In the absence of such election in writing, the Employer and employee shall continue to pay the Employer and employee benefit plan contributions respectively.

## OPPA UNIFORM MEMORANDUM OF UNDERSTANDING

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- 9.03.06 An employee on pregnancy leave is entitled, upon application in writing at least two (2) weeks prior to the expiry of the leave, to a leave of absence without pay but with accumulation of credits for not more than thirty-five (35) weeks in accordance with the provisions of parental leave granted under Article 9.04 (Parental Leave).
- 9.03.07 A female employee returning from a pregnancy leave shall be assigned to her former location and position, if it still exists, or to a comparable position if it does not, and be paid at the step in the salary range that she would have attained had she worked during the leave of absence. If the position does not exist at the original location, the Employer will follow its current staffing practice.
- 9.03.08 In accordance with Articles 9.03.04(a) and 9.03.04(b) the Supplementary Employment Benefit shall be based on the salary the employee was receiving on the last day worked prior to the commencement of the pregnancy leave, including any retroactive salary adjustment to which she may become entitled during the leave.
- 9.03.09 The pregnancy leave of a person who is not entitled to take parental leave ends on the later of the day that is seventeen (17) weeks after the pregnancy leave began or the day that is six (6) weeks after the birth, still birth or miscarriage of the child unless the employee chooses to end the leave earlier and submits a certificate from a legally qualified medical practitioner.
- 9.03.10 Employees shall have no vested right to payments under the Supplementary Employment Benefit Plan with the exception of payments made during a period of unemployment as specified in this Article.
- 9.03.11 Payments in respect of guaranteed annual remuneration, deferred remuneration, or severance pay shall not be reduced or increased by payments received under the Supplementary Employment Benefit Plan.
- 9.04 PARENTAL LEAVE
- 9.04.01 For the purpose of this Section, "Parent" includes a birth parent, a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.
- 9.04.02 The Commissioner shall grant a parental leave of absence without pay to an employee who has served at least thirteen (13) weeks, including service as a Crown employee, as an employee of a police force which is amalgamated with the OPP or as an employee of an Ontario First Nations Police Service immediately prior to his or her appointment to the civil service. The leave of absence shall be in accordance with the provisions of the *Employment Standards Act 2000*.

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- 9.04.03 Notwithstanding Article 7 (Short Term Sickness Plan), Article 13 (Vacations and Vacation Credits) and Article 8 (Termination Payment), vacation credits, seniority and service continue to accrue during the parental leave.
- 9.04.04 Parental leave may begin,
- (a) no earlier than the day the child is born or comes into the custody, care and control of the parent for the first time; and
  - (b) no later than fifty two (52) weeks after the day the child is born or comes into the custody, care and control of the parent for the first time.
- 9.04.05 The parental leave of an employee who takes pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care and control of a parent for the first time.
- 9.04.06 Parental leave shall end thirty five (35) weeks after it begins for an employee who takes pregnancy leave and thirty seven (37) weeks after it begins for an employee who did not take pregnancy leave, or on an earlier date if the person gives the Employer at least four (4) weeks' written notice of that day.
- 9.04.07 An employee on parental leave shall have their benefits coverage continued unless the employee elects in writing not to do so. In the absence of such election in writing, the Employer and employee shall continue to pay the Employer and employee benefit plan contributions respectively.
- 9.04.08 Except for an employee to whom Article 9.03 (Pregnancy Leave) applies, an employee on parental leave is entitled, upon application in writing at least two (2) weeks prior to the expiry of the leave, to a further consecutive leave of absence without pay but with accumulation of credits for not more than six (6) weeks.
- 9.04.09 An employee who is entitled to parental leave and who provides the Employer with proof that he or she is in receipt of employment insurance benefits pursuant to the *Employment Insurance Act* (Canada) shall be paid an allowance in accordance with the Supplementary Employment Benefit Plan.
- 9.04.10 In respect of the period of parental leave, payments made according to the Supplementary Employment Benefit Plan will consist of the following:
- (a) where the employee elects to serve the two week waiting period under the *Employment Insurance Act* (Canada) before receiving benefits under that Act, for the first two (2) weeks, payments equivalent to ninety-three percent (93%) of the actual weekly rate of pay for his or her classification, which he or she was receiving on the last day worked prior to the commencement of the leave,

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- (b) up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the sum of the weekly Employment Insurance benefits the employee is eligible to receive and any other earnings received by the employee, and ninety-three percent (93%) of the actual weekly rate of pay for his or her classification, which he or she was receiving on the last day worked prior to the commencement of the leave.
- 9.04.11 Under Article 9.04.10, the weekly rate of pay will include the employee's progression on the wage grid and any negotiated or amended wage rates for his or her classification as they are implemented.
- 9.04.12 An employee returning from a leave of absence under Articles 9.04.02 and 9.04.08 (Parental Leave) shall be assigned to his or her former location and position, if it still exists, or to a comparable position if it does not, and be paid at the step in the salary range that he or she would have attained had he or she worked during the leave of absence. If the position does not exist at the original location, the Employer will follow its current staffing practice.
- 9.04.13 In accordance with Article 9.04.10 the Supplementary Employment Benefit shall be based on the salary the employee was receiving on the last day worked prior to the commencement of the leave, including any retroactive salary adjustment to which he or she may have been entitled during the leave.
- 9.04.14 Employees shall have no vested right to payments under the Supplementary Employment Benefit Plan with the exception of payments made during a period of unemployment as specified in this Article.
- 9.04.15 Payments in respect of guaranteed annual remuneration, deferred remuneration, or severance pay shall not be reduced or increased by payments received under the Supplementary Employment Benefit Plan.
- 9.05 WORKPLACE SAFETY AND INSURANCE
- 9.05 (a) Where an employee is absent by reason of an injury or an industrial disease for which a claim is made under the Workplace Safety and Insurance Act, 1997, the employee's salary shall continue to be paid for a period not exceeding thirty (30) days. If an award is not made, any payments made under the foregoing provisions in excess of that to which the employee is entitled under Article 7 shall be an amount owed by the employee to the Employer and may be repaid by the employee by having a corresponding deduction made from the employee's bank of accumulated attendance credits.
- (b) Where an employee is absent by reason of an injury or an industrial disease for which an award is made under the Workplace Safety and Insurance Act, 1997, the employee's salary shall continue to be paid without loss of credits for a period not exceeding one hundred and thirty (130) working days. This period may be continuous or an accumulation of several absences.
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- (c) Where the Workplace Safety and Insurance Board makes an award to an employee that is less than the employee's regular salary and where the award continues to apply for longer than the periods set out in 9.05(b) and the employee has accumulated credits, the employee's regular salary may be paid and the difference between the regular salary of the employee and the award shall be converted to its equivalent time and deducted from the employee's accumulated credits.
  - (d) Where the Workplace Safety and Insurance Board makes an award to an employee that is less than the employee's regular salary and where the award continues to apply for longer than the periods set out in 9.05(b) the employee may, at the employee's option, elect to receive benefits under the Short Term Sickness Plan as described in Article 7, including the right to use any accumulated credits to supplement the seventy-five percent (75%) benefit to one hundred percent (100%).

### ARTICLE 10 - COURT WITNESS

- 10.01 Where an employee is absent by reason of a subpoena to serve as a witness, the employee may opt to:
- (a) treat the absence as leave without pay and retain any fee received as a witness;
  - (b) deduct the period of absence from the employee's vacation leave-of-absence credits or overtime credits and retain any fee received as a witness; or
  - (c) treat the absence as leave with pay and pay to the Employer any fee that was received as a witness.

### ARTICLE 11 - AUTHORIZED LEAVE FOR OTHER REASONS

- 11.01 Leave-of-absence with pay and benefits, or, without pay and without accumulation of credits may be granted to an employee for a period of one (1) year or more for the purpose of undertaking employment with a foreign aid program or other public agency. Where the leave-of -absence without pay and without accumulation of credits is granted, the employee at the employee's option, may continue to participate in the group insurance plans in which the employee would have participated if the employee pays the full premiums for the coverage under the plans and pays the employee's contributions and those matching contributions that would be the responsibility of the Employer under the *Public Service Pension Act*.
- 11.02 At the discretion of the Commissioner or the Commissioner's designee, and work duties permitting, an employee may be allowed to attend in-service training lectures held during the employee's tour of duty.

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- 11.03 The Commissioner may grant a leave-of-absence for no more than one (1) week with pay and no more than one (1) week without pay in a fiscal year to an employee for the purpose of taking military, naval, air force, or civil defense training.

### ARTICLE 12 - LEAVE-OF-ABSENCE FOR ASSOCIATION BUSINESS

- 12.01 Any leave under this section shall be granted only upon written application from the member to their Regional or Bureau Commander. Such applications shall describe the type of meeting for which leave of absence is requested. The Association will provide a monthly report to the Employer of days utilized for each of the provisions of this article.

Leave-of-absence for the purpose of traveling to and attending meetings shall be granted without deduction from credits as follows:

- (a) Three (3) delegates from each branch for the purpose of attending two (2) Association Executive Board Meetings each year as follows: a three (3) day meeting in the Spring and a three (3) day meeting in the Fall. In addition to the three (3) days leave, up to two (2) days leave of absence may be granted for necessary traveling time.
- (b) Six (6) members of the Association's Board of Directors to attend meetings for the purpose of conducting the business of the Association, to an aggregate of one hundred and fifty (150) days in any calendar year. For any leave under this Section in excess of one hundred and fifty (150) days, the Association shall reimburse the Province of Ontario for the salary of the member or members concerned.
- (c) Four (4) members of the Association's Board of Directors who are members of the Ontario Provincial Police Negotiating Committee to attend meetings of the Committee as required.

- 12.02 A leave-of-absence with pay may be granted to employees to assume full-time duties as Executive Officers of the Association. The salaries shall be determined by the Association and paid by the Government of Ontario as advised from time to time by the Association. Pension and benefits plans shall be calculated based on the salary for the Executive Officer. The Association shall reimburse the Government of Ontario for the salaries, the Government's share of the superannuation contribution, the premiums for all benefit and insurance plans and the cost of any other employee benefit or premium. All other benefits applicable to the employee so placed on leave shall apply.

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### ARTICLE 13 - VACATIONS AND VACATION CREDITS

#### MINIMUM SERVICE

- 13.01 An employee is entitled to a vacation leave-of-absence after completing no less than six (6) months' service which shall be limited to the period covered by the employee's accumulated vacation credits.
- 13.02 An employee who leaves the service after serving more than a month but less than six (6) months shall receive vacation pay at the rate of four percent (4%) of salary paid to the employee during this period.

#### PAY IN LIEU

- 13.03 Pay in lieu of vacation credits is payable on separation or on death of an employee from the service when an employee has been in the service for six (6) months or more.

#### SCHEDULING OF VACATION

- 13.04 Vacation leave-of-absence must be taken at such time as is designated by the Commissioner or the Commissioner's designee. It is understood that, where practicable, the rescheduling of a previously assigned vacation period will be avoided unless such rescheduling is by mutual agreement.
- 13.05 An employee may accumulate vacation to a maximum of twice the employee's annual credits but shall be required to reduce this accumulation to a maximum of one (1) year's credits by December 31st of each year.

#### PERMISSION TO ACCUMULATE

- 13.06 Where an employee is unable to reduce the vacation accumulation before the end of the year because of:
- (i) sickness,
  - (ii) total disability,
  - (iii) an injury resulting in an award under the *Workplace Safety and Insurance Act, 1997*,
  - (iv) an extraordinary requirement of the Employer,

the Commissioner may extend the time limit in 13.05 above.

A request in writing for carry over of excess leave must be made prior to 31 December of each year. Failure to make a request will result in the loss of any excess vacation credits.

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### = VACATION ENTITLEMENT

13.07 Effective January 1, 1991, employees who have completed six (6) months of service are entitled to annual vacation as follows:

- (a)
  - (i) One and one-quarter (1 1/4) days per month during the first eight (8) years of continuous service.
  - (ii) One and two-thirds (1 2/3) days per month after eight (8) years of continuous service.
  - (iii) Two and one-twelfth (2 1/12) days per month after sixteen (16) years of continuous service.
  - (iv) During the year the employee completes twenty-four (24) years of continuous service and each year thereafter, thirty (30) working days.
- (b) An employee who has completed one (1) year of service will be credited at the beginning of the vacation year with all the days of vacation to which the employee becomes entitled during the year.
- (c) Notwithstanding sub-section (b) above, where an employee separates from the OPP prior to the end of the vacation year, vacation entitlement will be reduced, pro rata, by the number of whole months remaining in the vacation year.
- (d) Where an employee separates from the OPP with a deficit of vacation credits, the value of this deficit will be deducted from any monies owing to the employee.
- (e) In each calendar year an employee may opt to receive one (1) week's pay in lieu of five (5) days [forty (40) hours] vacation leave. An employee opting for pay must give written notice to the Detachment Commander or Section Manager by November 1st.
- (f) For the purpose of this Section "vacation year" shall be the calendar year.

13.08 Vacation credits do not accumulate during any month in which an employee is absent from duty for the entire month for any reason other than vacation leave-of-absence or leave-of-absence with pay.

13.09 An employee is entitled to vacation credits in respect of a month or part thereof in which the employee is at work or on leave-of-absence with pay.

13.10 For the purpose of this Section, an employee's length of "continuous service" will accumulate upon completion of a probationary period of not more than one (1) year and shall commence from the date on which an employee commences a period of unbroken, full-time service in:

- (a) the Ontario Public Service;
- (b) a Police force which is amalgamated with the OPP;
- (c) an Ontario First Nations Police Service.



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- 13.11 Effective January 1, 2004, an employee who is directly hired by the OPP from another police service in Canada (direct hires), shall receive, on an annual basis, an additional one (1) week of vacation for eight (8) or more years of continuous service with the prior police service.

### ARTICLE 14 - STATUTORY HOLIDAYS

- 14.01 An employee shall be entitled to the following statutory holidays each year:

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

Any special holiday as proclaimed by the Governor General or Lieutenant Governor.

- 14.02
- (a) Each member shall be credited with eighty-eight (88) hours in lieu of the eleven (11) statutory holidays contained in Section 14.01. Such hours shall be credited to statutory holiday bank on January 1st in each calendar year.
  - (b) If a member works a scheduled shift on a statutory holiday, the member's statutory holiday bank shall be credited with an additional four (4) hours for working an eight (8) hour shift, or with an additional four and one-half (4 1/2) hours for working a nine (9) hour shift, or with an additional five (5) hours for working a ten (10) hour shift, or with an additional six (6) hours for working a twelve (12) hour shift.
  - (c) A separate shift schedule may be used to cover the Christmas/New Year's holiday period in which members are scheduled to take seven consecutive days off, comprised of 4 rest days and 3 statutory holidays. Under this separate shift schedule, members will be required to remove the corresponding number of hours from their statutory holiday bank (e.g. twenty-four (24), thirty (30), thirty-six (36)).

Except with the mutual agreement of a member and their supervisor, the separate shift schedule covering this holiday period shall be rotated annually to ensure that members receiving the Christmas Day and Boxing Day period off in one (1) year, will receive the New Year's Day period off in the subsequent year.

Members of a workplace may decide in a majority decision to remain on their regular shift rotation. When this occurs members will not be required to take days off during the holiday period other than their regular scheduled rest days, if they deduct twenty-four (24) or more hours from their statutory holiday bank during the calendar year that leads up to that holiday period.

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- (d) Hours accumulated under paragraphs (a) and (b) of this Section, and remaining in the statutory holiday bank following the application of paragraph (c), shall be paid in the month immediately following the calendar year.
- (e) Where an employee uses statutory holiday bank hours during the vacation leave period or as required by Article 14.03, the employee shall be deemed to have taken the statutory holiday benefit and the employee's statutory holiday bank shall be reduced by the corresponding number of hours of the employee's shift schedule.
- (f) Where an employee uses the time in their statutory holiday bank, their bank shall be reduced by the corresponding number of hours of the employee's shift schedule.

14.03 Employees normally working in an administrative position, resulting in their absence on a day that a statutory holiday falls, shall be deemed to have taken that holiday, and their statutory holiday bank shall be reduced by an amount equal to hours normally worked in a shift, and no further compensation shall be granted.

14.04 Special holidays as proclaimed by the Governor General or Lieutenant Governor as referred to in Section 14.01 and which are granted during vacation leave-of-absence shall be computed as part thereof, but no other holidays shall be computed therein.

### ARTICLE 15 - ENTITLEMENT ON DEATH

15.01 Where an employee who has served more than six (6) months dies, there shall be paid to the deceased employee's personal representative or, if there is no personal representative, to such person as the Employer determines, the sum of:

- (a) any regular salary due;
- (b) one-twelfth (1/12) of the deceased employee's annual salary; and
- (c) the deceased employee's salary for the period of vacation, leave-of-absence and overtime credits that have accrued;
- (d) an amount in respect of attendance credits or severance pay computed in the manner and subject to the conditions set out in Article 8, Termination Payments.

15.02 (a) The surviving spouse or dependents of the deceased employee may be paid up to one thousand five hundred dollars (\$1,500.00) of the above without the prior consent of the Provincial Treasurer.

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- (b) Any indebtedness to the Crown on the part of the deceased member, such as overpaid (advance) salary, and overdrawn attendance credits, must be deducted from the above entitlement before payment is made.
  - (c) All net payments are subject to income tax.
- 15.03.1 Where an employee is killed in the line of duty, the Employer will reimburse the employee's surviving spouse or dependents of a deceased employee for funeral/burial expenses up to a maximum amount of \$12,000.
- 15.03.2 Article 15.03.1 comes into effect December 31, 1999.

### ARTICLE 16 - SERVICE BADGES

- 16.01 Pursuant to Regulations made under the *Police Services Act*
- (a) A service badge shall be granted to an employee for each five (5) year period of continuous service.
  - (b) An employee shall be paid an allowance of eight dollars and fifty cents (\$8.50) a month for each service badge to which the employee is entitled.
- 16.02 Payment for such allowance shall be made to an employee prior to, or not later than, the 15th day of December in each calendar year.
- 16.03 The provisions of Article 16 cease to apply effective July 1, 2003.

### ARTICLE 17 - PLAIN CLOTHES EXPENSE

- 17.01 Each employee covered by this Memorandum, who is required to provide and wear ordinary clothing as part of the employee's duties, shall be reimbursed by the Employer for expenses incurred in the purchase of such clothing, to a maximum of one-thousand, one hundred dollars (\$1,100.00) per annum, upon presentation of the necessary receipts. If an employee performs such duties for less than a calendar year, but for a period or periods totaling one calendar month (30 days) or more in that year, the employee shall be entitled to reimbursement of a proportionate part of the expenses in the same ratio that the employee's time so spent bears to that calendar year.
- 17.02 Each employee entitled to the expenses under Section 17.01 shall submit a claim once annually in January for the preceding year to be reimbursed not later than the month of February, next following.

### ARTICLE 18 - MOTORCYCLE ALLOWANCE

- 18.01 Employees operating motorcycles shall receive an allowance of two dollars (\$2.00) per day or any part thereof on which they operate a motorcycle.

## OPPA UNIFORM MEMORANDUM OF UNDERSTANDING

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- 18.02 Payment for motorcycle allowance will be made upon the motorcycle employee completing the necessary forms, covering a three (3) month period ending March 31st, June 30th, September 30th and December 31st.

### ARTICLE 19 - UNIFORM AND EQUIPMENT ISSUE

- 19.01 The issuing of uniforms and equipment necessary for the performance of duty will be upon the same basis as in effect upon the commencement date of this Memorandum of Understanding.
- 19.02 Uniforms or civilian clothing soiled in performing duties under conditions not normally encountered shall be cleaned at the expense of the Employer on authorization by an employee's supervisor.
- 19.03 An employee required to attend a course of instruction necessitating the purchase of gymnastic or special equipment shall be reimbursed an amount not to exceed ninety dollars (\$90.00), upon production of necessary receipts.

### ARTICLE 20 - PAID DUTY

- 20.01 Paid duty may be allowed at the discretion of the Employer on the following basis:
- (a) an employee may make application in writing to the Detachment Commander or Section Manager permission to perform paid duty, however, in emergent situations verbal approval may be given and confirmed afterwards in writing. Paid duty performed on a continuing basis to meet a specific situation occurring on a regular basis need not be approved in each individual instance, and the Detachment Commander or Section Manager may give a standard (or blanket) approval in such situations.
  - (b) while engaged in authorized paid duty, an employee shall be deemed to be in the service of the Employer.
  - (c) paid duty shall be assigned on a fair and equitable basis at each work location, and each employee shall be given an opportunity to work paid duty. The method of assigning on a fair and equitable basis shall be decided at the local level after consultation with the employees.

### ARTICLE 21 - TRANSFER TO OTHER MINISTRY

- 21.01 On transfer of an employee to another Ministry of the Government of Ontario, the provisions of the Ontario *Public Service Act* and Regulations thereto shall apply.

## OPPA UNIFORM MEMORANDUM OF UNDERSTANDING

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### ARTICLE 22 - NOTICE OF TRANSFER

- 22.01 Whenever possible, an employee shall receive at least sixty (60) days prior written notice of the date the transfer within the Ministry is to take effect.
- 22.02 Where an employee was transferred for the convenience of the Employer, resulting in the necessity of relocating the employee's residence at the Employer's expense, during the last five (5) years prior to retirement or death and the employee or surviving spouse apply within one year of the date of retirement or death of the employee for assistance to return to any previous locations of government employment in Ontario or to any other location in Ontario of equal or lesser distance; relocation expenses may be paid, provided the move takes place within two (2) years of the approval of the application.

Only expenses incurred for the realty commission, movement of household effects; and legal fees and disbursements on sale and purchase shall be reimbursed in accordance with the policy on relocation expenses contained in the Management Board of Cabinet Directive 4-2.

### ARTICLE 23 - TEMPORARY POSTINGS

#### DEFINITION

- 23.01 Temporary posting means the transfer of an employee from the employee's regular posting to another posting, on a temporary basis for a period in excess of one week (7 days), the conditions of which preclude the employee from claiming full living and traveling expenses for the duration of the temporary posting.

#### LIVING EXPENSES

- 23.02 In each instance of temporary posting, the employee shall be entitled to full living expenses while establishing necessary and suitable accommodation, but in no case shall this entitlement be for a period in excess of seven (7) consecutive days.

#### ACCOMMODATION

- 23.03 The Regional or Bureau Commander shall be responsible for establishing an equitable per diem allowance for each employee during temporary posting governed by the prevailing rates in the area for:
- (a) meals, if accommodation is supplied at OPP or municipal expense; and
  - (b) boarding house rates prevailing in the area, if no accommodation is supplied;
  - or
  - (c) room and meals if no boarding house accommodation is available.

## OPPA UNIFORM MEMORANDUM OF UNDERSTANDING

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23.04 It will be necessary for the Regional or Bureau Commander to establish the per diem allowance in each area prior to posting the employee.

23.05 The notice of temporary posting sent to the employee by the Regional or Bureau Commander shall state whether or not accommodation is being supplied and the per diem allowance to which the employee is entitled. Accommodation for employees during temporary postings shall, to the extent possible, be such as will adequately meet the needs of the OPP and the employees involved.

### TRAVEL ALLOWANCE

23.06 Travel shall be by the means which in accordance with Government policy, management deems to be most economical and direct, including, where the circumstances so warrant, the use of personally-owned automobiles.

23.07 Each employee on temporary posting shall be entitled to claim travel allowance as follows:

- (a) to the posting at commencement of duties,
- (b) to and from the employee's regular posting,
  - (i) once each week for a distance of 0-200 kilometers;
  - (ii) once every two (2) weeks for distances of 201-400 kilometers;
  - (iii) once every three (3) weeks for distances of 401 kilometers or over; and
- (c) return to the employee's regular posting at cessation of duties.

### SPECIAL CONSIDERATION

23.08 Conditions may exist in an instance of temporary posting which will require special consideration, in which case the matter shall be forwarded to the Bureau Commander, Organizational Development Bureau, for consideration and approval.

23.09 An employee who is required to attend a course or courses which result in the employee being absent from home for six (6) consecutive weeks or more shall be reimbursed for normal travel expenses incurred in making one (1) trip to home and return during that time. It is understood that, except with the approval of the course director, this trip will be taken at midway point in the course.

Travel shall be by the means which in accordance with Government policy is deemed to be the most economical except where due to the distance involved another means of travel, including air travel, is more practical.

## **OPPA UNIFORM MEMORANDUM OF UNDERSTANDING**

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### **ARTICLE 24 - DEDUCTIONS FROM PAY**

24.01 The Employer shall continue to make necessary or approved deductions from an employee's pay for fringe benefits, taxes and other customary purposes and provide the employee with a statement of such deductions with each pay cheque.

### **ARTICLE 25 - USE OF EMPLOYER FACILITIES**

25.01 Notices of Association activities may be posted on designated workplace bulletin boards by Association representatives appointed for this purpose. Such representatives may also receive Association mail addressed in care of the workplace and maintain in the workplace a file for Association correspondence.

### **ARTICLE 26 - INFORMATION TO THE ASSOCIATION**

26.01 A copy of all directives or regulations establishing OPP policy with respect to working conditions or terms of employment of employees in the bargaining unit and all memoranda or instructions modifying such directives and regulations, shall be forwarded promptly to the head office of the Association.

### **ARTICLE 27 - DEDUCTION OF ASSOCIATION DUES**

27.01 The Employer shall deduct Association dues, as authorized from time to time by the Association, from the pay of each employee and transmit the total amount of such deductions to the head office of the Association within a reasonable time after such deductions are made. The Association agrees to indemnify and save the Employer harmless from any liability arising out of the operation of this Article.

27.02 (a) The Employer shall semi-annually provide to the Association a list of names of employees on behalf of whom dues are being deducted. In intervening months the Employer shall provide information to the Association which will permit it to keep such lists up to date.

(b) The Employer shall provide the Association with a list of casual part-time employees on a quarterly basis.

27.03 Subject to the jurisprudence of the Ontario Labour Relations Board and the Association's duty of fair representation, where an employee because of his or her religious conviction or religious belief objects to the paying of dues or other assessments to the Association, an amount equal to any initiation fee, dues or other assessments will be paid by the employee, or remitted by the employer, to a charitable organization mutually agreed by the employee and the Association.

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- 27.04 If a disagreement occurs between the Association and an employee regarding the application of 27.03, the matter will be referred to the OPP Grievance Board for resolution.

### ARTICLE 28 - PERSONNEL FILE

- 28.01 Once a year, upon written request, the Commissioner or the Commissioner's designee shall grant a member permission to examine the member's own personnel file 291-00 at the location where it is maintained.

If it is determined, upon the basis of evidence supplied by the member, that any material contained in the file is incorrect, such material shall be corrected accordingly.

An employee shall be permitted to examine his/her file during off duty hours and shall do so at his/her own personal expense.

- 28.02 The employer agrees to remove from a member's personnel file the following items provided the member's personnel file has been clear of similar documentation/offences/convictions for an equivalent, previous period of time as specifically noted below:

- (a) all negative documentation and admonishments or informal discipline penalties two (2) years after the date of the last noted incident;
- (b) all records of any criminal and/or provincial offence in which there was a withdrawal or dismissal of the charges against the member;
- (c) all records of any provincial offence conviction five (5) years after the date of conviction;
- (d) all records of any criminal offence conviction five (5) years after the date of conviction where there was a conditional or absolute discharge;
- (e) all records of any discipline conviction under the *Police Services Act* five (5) years after the last discipline conviction (after all appeal procedures have been exhausted), provided no other entries have been made with respect to discipline or public complaints and provided the confirmed penalty does not exceed the forfeiture of forty (40) hours pay or leave, or forty (40) hours suspension without pay.

- 28.03 Notwithstanding 28.02, the Commissioner has the discretion to maintain discipline records for a longer or shorter period of time on an exceptional basis.



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### ARTICLE 29 - NEW EMPLOYEES

- 29.01 The Employer agrees to acquaint all new employees entering the bargaining unit with the fact that this Memorandum of Understanding is in effect, and with the conditions of employment set out in the Articles.
- 29.02 The Employer agrees to place a current copy of the Memorandum of Understanding in each Detachment Library and in Volume 3 Police Orders.

### ARTICLE 30 - LAY OFF AND RECALL

#### ADVANCE NOTICE

- 30.01 The Employer and the Association agree that qualifications and length of continuous service as defined in Article 13.10, on a province-wide basis, are the primary considerations in the event that a reduction in the work force should become necessary.
- 30.02 Should a reduction in the work force become necessary, the Employer will give the Association as much advance notice of such reduction as is practicable and will supply, at the earliest opportunity, a list of employees who are to be re-assigned within the OPP or laid off. The Employer agrees to meet with the Association upon request to discuss the manner in which the reduction is to be effected.

#### RE-APPOINTMENT

- 30.03 Where an employee is released and the released employee's former position, or another position within the OPP for which the released employee is qualified becomes vacant within twenty-four (24) months from the date of release, the Employer shall deliver to the former employee a notice of the vacancy at least fourteen (14) days prior to it being filled and the released employee shall be appointed to the vacancy if:
- (i) the released employee agrees thereto; and
  - (ii) no other former employee who has greater qualifications and a greater period of completed service applies.

A copy of the notice of vacancy referred to herein shall be sent to the Association.

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### ARTICLE 31 - ISOLATION PAY

31.01 An employee who is stationed at a work location which receives a total of eight (8) or more points under the factors outlined in sections 31.04 (i) and 31.04 (ii) of this Article shall be paid isolation pay in accordance with the following scale:

	<u>\$ Per Month</u>	<u>\$ Per Week</u>
8 points	28.75	6.61
9-12 points	34.50	7.94
13-16 points	46.00	10.58
17-20 points	57.50	13.23
21-24 points	69.00	15.87
25-28 points	80.50	18.52
29-32 points	92.00	21.16
33-36 points	103.50	23.81
37-40 points	115.00	26.45
41-44 points	126.50	29.10
45-48 points	138.00	31.74

The points allocated shall be based upon the Municipal Directory (Ministry of Municipal Affairs) and be updated in April of each year or upon publication of the directory, to become effective on April 1 of each year.

31.02 For purposes of this Article, "work location" is defined as the address of the working place at which the employee is normally stationed or, in certain special cases, another location designated as headquarters by the Commissioner or the Commissioner's designee.

31.03 This Article shall not apply to employees whose work locations are south of the following boundary lines: border of the State of Minnesota and Ontario, easterly along the northern shore of Lake Superior (inclusive of such islands as Manitoulin) to the French River; French River to Lake Nipissing; Lake Nipissing easterly to Highway 17; Highway 17 to Mattawa.

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- 31.04 (a) Population of the largest center of population within eighty(80) kilometers of the employee's work location:

<u>Population</u>	<u>Points Assigned</u>
1 - 999	14
1,000 - 1,999	12
2,000 - 2,999	10
3,000 - 3,999	8
4,000 - 4,999	6
5,000 - 7,499	4
7,500 - 9,999	2
10,000+	0

- (b) Distance from the employee's work location to a center of population of ten thousand (10,000) or more:

<u>Distance</u>	<u>Travel by Road</u>	<u>Travel Only By Means Other Than Road</u>
80 kilometers or less	0	0
81 - 160 km	6	9
161 - 320 km	12	17
321 - 480 km	18	26
over 480 km	24	34

### ARTICLE 32 - EMPLOYEE BENEFITS CONTRACTS

- 32.01 The Employer shall supply to the Association, and maintain in an up-to-date manner, copies of all current contracts providing benefits for employees covered by this Memorandum of Understanding between Her Majesty the Queen in Right of the Province of Ontario and any Insurance Carrier.
- 32.02 Upon reasonable notice, the Association shall discuss with the Insurance Carrier, through a Joint Insurance Board Review Committee, the interpretation, application and administration of the terms and conditions of any contract providing a benefit for the bargaining unit.

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### ARTICLE 33 - INFORMAL DISCIPLINARY PROCEDURE

- 33.01 Where a Regional or Bureau Commander or designee determines that informal discipline may be appropriate regarding a breach of conduct or an allegation which may result in charges pursuant to the *Police Services Act*, the member shall be notified in writing of a time and date for a meeting with the Regional or Bureau Commander or designee.
- 33.02 The member shall have the option of being accompanied by an Association representative if the member so requests. The Association representative must be available in a reasonable time to attend the meeting.
- 33.03 If the member opts to have an Association representative present, the time spent in such a meeting shall be with no loss of pay for the Association representative provided the representative is on duty at the time of the meeting. The time spent in such a meeting shall be with pay for the member.

### ARTICLE 34 MUNICIPAL AMALGAMATIONS

- 34.01 Where a member of a police service is hired by the Ontario Provincial Police (OPP) and the police service from which the member is hired amalgamates with the OPP anytime within 5 years from the date of hire of the member, the member shall receive the full wages and benefits that the members of the amalgamated service would receive from the OPP.
- 34.02 Where a member was a Sergeant in a police service and is hired by the OPP, and the police service amalgamates with the OPP any time within 5 years from the date of hire of the member, the member shall have the right to make application for rank review by the OPP.

### ARTICLE 35 – DURATION POSTINGS

#### NORTHERN INCENTIVE COMPENSATION ENHANCEMENT (NICE)

- 35.01 It is the intent of the Employer to provide incentives to Employees of the OPP in order to attract and retain qualified personnel to locations designated as "duration postings". All such incentives are contained within this Article. Duration Postings occur when an employee is assigned to a community as listed in Article 35.07.

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### 35.02 NEWLY ASSIGNED TO DURATION POSTING

35.02.01 **Attraction Incentive**- Employees assigned to a Duration Posting with a Term of Two or Three years will qualify for a \$10,000 payment. Employees assigned to a Duration Posting with a Term of Four years will qualify for a \$7,500 payment. Employees assigned to a Duration Posting with a Term of Five or Six years will qualify for a \$5,000 payment. In order to receive this payment in all cases, the employee must report for duty at the respective Duration Posting and live in the community. This payment will be paid out in equal amounts over the course of their first term in the duration location.

As an additional incentive, new recruits hired on or after ratification of the 2003-2005 OPPA Uniform MOU, whose first assignment is to a Duration Posting, will also receive a one-time incentive of two-thousand dollars (\$2000). This incentive, in part, offsets Ontario Police College tuition costs and will be paid at the beginning of the Duration Term.

35.02.02 **Retention Incentive** - Where an employee completes their first Duration Posting and signs up for a subsequent term at the same Duration Posting, the employee will qualify for a further Retention Incentive of \$5,000 regardless of Duration Posting term. This payment will be paid out in equal amounts over the course of their subsequent duration posting term.

35.02.03 **Renewal Incentive** - Employees who complete a Duration Posting and sign up for a subsequent term will also qualify for the Renewal Incentive of \$14,000. This payment will be paid out in equal amounts over the course of their subsequent term.

### 35.03 EMPLOYEES IN FIRST TERM OF DURATION POSTING AS OF RATIFICATION OF THE 2000-2002 OPPA UNIFORM MOU

35.03.01(a) **Retention Incentive** - Employees currently in the first term of a Duration Posting will receive the prorated amount to a maximum of \$5,000 for all terms depending on the number of years remaining in the Duration Posting Term. No incentive will be paid for years already served.

35.03.01(b) An employee who completes their first Duration Posting and signs up for a second term at the same Duration Posting will qualify for a further Retention Incentive of \$5,000 regardless of Duration Posting term. This payment will be paid out in equal amounts over the course of their second Duration Posting term.

35.03.02 **Renewal Incentive** - Employees who complete a Duration Posting and sign up for a second term at the same Duration Posting will qualify for a Renewal Incentive of \$14,000. This payment will be paid out in equal amounts over the course of their second term.

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### EMPLOYEES IN SECOND OR SUBSEQUENT TERM OF DURATION POSTING AS OF RATIFICATION OF THE 2000-2002 OPPA UNIFORM MOU

- 35.04 At the time of the ratification of the 2000-2002 MOU, employees in a second or subsequent term of a Duration Posting, who selected to transfer out of the Duration Posting after completing the term they were in at ratification will receive an amount to a maximum of \$5,000 prorated over the number of years remaining in the second or subsequent Duration Posting term.
- 35.05 GENERAL REQUIREMENTS FOR ALL EMPLOYEES RECEIVING INCENTIVES DESCRIBED IN ARTICLE 35
- 35.05.01 Employees assigned to Duration Postings are entitled to the applicable incentives providing they reside within the assigned duration posting communities as defined in Article 35.07. Exemptions may be granted if circumstances are such that it is not possible for the employee to reside in a location.
- 35.05.02 All Duration Posting terms will be extended by the length of any employee requested leaves of absence beyond thirty days.
- 35.05.03 The Employer retains the right to transfer employees out of Duration Postings where it is deemed to be in the best interests of the OPP.
- 35.05.04 A duration complete employee who chooses to transfer out of a Duration Posting, and whose transfer is delayed for a short period of time, i.e. less than one year, is not eligible for any of the incentive awards. Where an employee transfer is delayed beyond one (1) year and the employee has identified a minimum of 2 areas of preference for transfer for the entire year, the employee is entitled to a temporary renewal allowance of fifty dollars (\$50) for each month or part thereof beyond the one (1) year period that the employee remains at the location to a maximum of five-hundred dollars (\$500).
- 35.05.05 An employee can apply in writing to re-sign for a second or subsequent term as early as six (6) months in advance of their anniversary date/month at the duration posting. The anniversary date will not be effected.
- 35.05.06 An employee who does not apply in writing to re-sign in advance of their anniversary date and subsequently decides to re-sign after they are Duration complete will be eligible for both the Retention and Renewal Incentive. The duration term and incentives will commence on the date they apply to re-sign.

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### IMPLEMENTATION DATE

35.06 This incentive program was implemented January 1, 2001 and will apply to employees on the anniversary date of their transfer date into the Duration Posting. Any changes to the program are effective date of ratification of the 2003-2005 Memorandum of Understanding.

### LISTING OF DURATION POSTINGS

35.07 This Article names, lists and sets out the length of a "Duration Posting".

#### **2 YEAR STATUS**

35.07.01	Armstrong Grassy Narrows	Moosonee Pickle Lake
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#### **3 YEAR STATUS**

35.07.02	Beardmore Gogama Foleyet Hornepayne Killarney	Nakina Northwest Patrol Upsala Virginiatown White River
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#### **4 YEAR STATUS**

35.07.03	Chapleau Ear Falls Greenstone Hearst LongLac Manitouwadge	Marathon Minaki Red Lake Sioux Lookout Sioux Narrows
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#### **5 YEAR STATUS**

35.07.04	Atikokan Elk Lake Ignace Iroquois Falls Little Current Manitouwaning	Matheson Mindemoya/Gore Bay Schreiber Shabaqua Smooth Rock Falls Temagami
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### 6 YEAR STATUS

35.07.05	Blind River Cochrane Dryden Emo/Rainy River Englehart Fort Frances Kapusking Kenora	Kirkland Lake Noelville Nipigon Still River Temiskaming/Haileybury Thessalon Warren Wawa
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### RE-ASSIGNMENT AT EXPIRATION OF DURATION POSTING TERM

- 35.08 To the extent that it does not interfere with the Commissioner's right to assign personnel, the Employer undertakes to reassign an employee at the expiration of the term of the employee's duration posting consistent with the operating requirements of the OPP and the expressed area of preference of the employee. For the purpose of clarity, when an employee re-signs for a subsequent term, the expiration of the term will have occurred after they have completed that subsequent term.

### ARTICLE 36 - LEGAL INDEMNIFICATION

- 36.01 Subject to the other provisions of this Article:
- (a) an employee charged with but found not guilty of a criminal or other federal offence, because of acts done in good faith in the performance of his/her duties as an employee, shall be indemnified for the necessary and reasonable legal costs incurred in the defence of such charges;
  - (b) an employee charged with but found not guilty of a provincial offence, because of acts done in good faith in the performance of his/her duties as an employee, shall be indemnified for up to five-thousand dollars (\$5,000) of the necessary and reasonable legal costs incurred in the defence of such charges;
  - (c) an employee who has been designated as a subject officer in an investigation undertaken by the Special Investigations Unit shall be indemnified for the necessary and reasonable legal costs incurred in seeking advice and representation with respect to the investigation so long as the employee was acting in good faith in the performance of his/her duties. Where the employee is subsequently charged with a statutory offence the provisions of 36.01(a) or (b) shall apply, as applicable;



## OPPA UNIFORM MEMORANDUM OF UNDERSTANDING

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- (d) an employee who has been designated as a witness in an investigation undertaken by the Special Investigations Unit shall be indemnified for the necessary and reasonable legal costs incurred during the initial, on-site investigation by the SIU. Where more than one employee has been designated as a witness with respect to an SIU investigation, necessary and reasonable legal costs will be indemnified for one counsel collectively for all witness employees;
  - (e) where an employee is a defendant in a civil action for damages arising out of acts done in good faith in the performance of his/her duties, and a government lawyer (or in the case of an insured claim, counsel retained by the insurer) determines he/she is unable to act for the employee, the employee shall be indemnified for the necessary and reasonable legal costs incurred in defending the action, if the employee is not found to be liable. Any legal costs which are recovered by the employee in the action shall be deducted from the reimbursement; and
  - (f) where an employee's conduct has been called into question in the course of a Public Inquiry or a Coroner's Inquest and the employee was acting in good faith in the performance of his/her duties and counsel acting on behalf of the Employer determines he/she is unable to act for the employee, the employee shall be indemnified for the necessary and reasonable legal costs incurred in defending the action.

36.02 Employees shall not be indemnified for legal costs arising from:

- (a) grievances or complaints under the Memorandum of Understanding between the Employer and the Association or under the *Public Service Act*;
- (b) the actions or omissions of employees acting in their capacity as private citizens;
- (c) proceedings under Part V of the *Police Services Act*; or
- (d) investigations and complaints under the Employer's Workplace Discrimination and Harassment Prevention policy.

36.03 For the purposes of 36.01(a) and (b), an employee:

- (a) shall be deemed to have been found not guilty where: he/she is finally acquitted; the charges are withdrawn; or he/she is discharged following a preliminary inquiry; and
- (b) shall be deemed to have been found guilty where: he/she is given an absolute or conditional discharge; or he/she subsequently is found guilty of or pleads guilty to other charges arising out of the same incident(s).

## OPPA UNIFORM MEMORANDUM OF UNDERSTANDING

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- 36.04
- (a) Applications for approval for legal indemnification shall be made in writing to the Commissioner or Commissioner's designee, as soon as the employee is aware of a legal proceeding in which he/she requires legal representation.
  - (b) Legal costs incurred prior to approval for legal indemnification will only be reimbursed where the Employer is satisfied that it was not possible in the circumstances for the employee to obtain prior approval and that the application for approval was made at the earliest opportunity.
  - (c) The employee shall enter into a written retainer agreement with counsel retained by the employee. The form and substance of the retainer, including the terms and conditions of the agreement, shall be subject to the approval of the Employer.
  - (d) For the purposes of this Article, "legal costs" shall be the actual costs disclosed on the accounts rendered by the legal counsel performing the work.
  - (e) Any account submitted by counsel retained by the employee is subject to the review and approval of the Employer. In the event the Employer does not approve the actual costs disclosed on the account, the employee may have the account assessed on a solicitor and client basis by a court assessment officer. The Employer will reimburse the employee for the fee charged to the employee for filing a request for an assessment with a court assessment officer.

36.05 For the purposes of this Article:

- (a) The legal costs shall be deemed to have been incurred by the employee notwithstanding that the employee may have received financial assistance from the Association in respect thereof or that the Association paid or incurred the expenses directly; and
- (b) "Employees" shall include a former employee or his/her estate where the charge and/or action arose out of a situation that occurred while the former employee was still an active employee of the Ontario Provincial Police.

## OPPA UNIFORM MEMORANDUM OF UNDERSTANDING

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- 36.06 Any disputes regarding the granting of legal indemnification shall be resolved by way of grievance under Article 4 (Grievance Procedure) subject to the following:
- (a) any finding of guilt in a statutory offence proceeding, or
  - (b) any finding of liability in a civil action for damages, or
  - (c) any finding of misconduct or unsatisfactory work performance in a proceeding under Part V of the *Police Services Act*
- shall be determinative of the issue of guilt, liability, misconduct or unsatisfactory work performance for the purpose of any grievance proceeding in relation to this Article.
- 36.07 For the purposes of this Article, a reference to an Act shall be deemed to include any Act that in the future is enacted in place of the Act referred to in this Article.

### ARTICLE 37 - RELOCATION POLICY

- 37.01 It is understood that the employer determines the community in which a uniformed employee serves and may require him or her to transfer to several different work locations in the province of Ontario during his or her employment. In recognition of these unique operational considerations, a uniformed employee will be entitled to reimbursement of relocation expenses under the employer's written relocation policy as long as:
- (a) the new work location is at least forty (40) kilometres away from the old workplace; and
  - (b) the road distance between the new work location and new residence is at least forty (40) kilometres less than the road distance between the new place of employment and old residence.

**OPPA UNIFORM MEMORANDUM OF UNDERSTANDING**

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Witnessed at Orillia, this 5<sup>th</sup> day of November, 2003

**On behalf of  
THE PROVINCE OF ONTARIO**

**On behalf of  
THE ONTARIO PROVINCIAL POLICE  
ASSOCIATION**

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## OPPA UNIFORM MEMORANDUM OF UNDERSTANDING

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### SCHEDULE I (SALARIES)

(A) ACROSS-THE-BOARD WAGE INCREASES

The salary schedules for Uniformed Officers for January 1, 2003 through to December 31, 2005 are attached.

(B) PROVINCIAL RESPONSIBILITY INCENTIVE (PRI)

Effective July 1, 2003, a new Provincial Responsibility Incentive\* will be introduced for all classifications at the rank of First Class Constable and above structured as follows:

- 3% of the First Class Constable rate for 8 to 16 completed years of continuous service
- 4% of the First Class Constable rate for 17 to 22 completed years of continuous service
- 5% of the First Class Constable rate for 23 or more completed years of continuous service

The PRI will be considered as basic pay for the purposes of pension contributions and premium calculation (e.g. overtime, statutory holidays, vacation). It is not included in base salary for the purposes of calculating annual increases.

Effective July 1, 2004, the PRI will be increased to the following:

- 3% of the First Class Constable rate for 8 to 16 completed years of continuous service
- 6% of the First Class Constable rate for 17 to 22 completed years of continuous service
- 9% of the First Class Constable rate for 23 or more completed years of continuous service

The PRI will be considered as basic pay for the purposes of pension contributions and premium calculation (e.g. overtime, statutory holidays, vacation). It is not included in base salary for the purposes of calculating annual increases.

\* The Provincial Responsibility Incentive is to recognize the contribution made by OPPA members to provincial policing across the province.

Effective July 1, 2003, the rank of Senior Constable, Article 16 – Service Badge and Article RPT7 – Service Badge are eliminated. Employees at the rank of Senior Constable will become First Class Constables and be paid accordingly.

## OPPA UNIFORM MEMORANDUM OF UNDERSTANDING

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Service for the purposes of the Provincial Responsibility Incentive (PRI) only will be calculated as follows:

- for employees hired directly from another police force before the date of ratification of this agreement, service will be comprised of both continuous service with the Ontario Provincial Police and such other police force;
- for employees hired directly from another police force on or after the date of ratification of this agreement, service will be comprised only of continuous service with the Ontario Provincial Police.

### (C) INCREMENTS WITHIN THE SALARY RANGE

The Commissioner may grant a regular increase in salary to a member by advancing the member from one step of the salary range to the next step annually or semi-annually as prescribed by the salary schedule applicable, if the work of the member has been performed satisfactorily.

The Commissioner may grant an accelerated increase to a member by advancing the member two steps of the salary range at the time of a regular increase, or by granting an increase of one step before the time for a regular increase, if,

- (a) the performance of work by the member has been exceptional as established by a performance rating report; and,
- (b) the member has not previously been granted an accelerated increase while in the same salary range.

The granting of an accelerated increase before the time for a regular increase shall not be considered in determining the anniversary date for the purpose of regular increase.

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**OPPA UNIFORM MEMORANDUM OF UNDERSTANDING**

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**SALARY SCHEDULE 2003**

**REGULAR SALARY  
JANUARY 1, 2003 TO DECEMBER 31, 2003**

<b>Rank</b>	<b>Hourly</b>	<b>Weekly</b>	<b>Bi-Weekly</b>	<b>Annual</b>
CS05	\$16.51	\$660.42	\$1,320.84	\$34,460
CS04	\$21.68	\$867.30	\$1,734.60	\$45,254
CS03	\$24.78	\$991.26	\$1,982.52	\$51,723
CS02	\$27.57	\$1,102.78	\$2,205.56	\$57,541
CS01	\$30.98	\$1,239.00	\$2,478.00	\$64,649
SRCS*	\$31.60	\$1,263.82	\$2,527.64	\$65,944
SG02	\$32.52	\$1,300.96	\$2,601.92	\$67,882
SG01	\$35.00	\$1,400.08	\$2,800.16	\$73,054
SS03	\$36.55	\$1,462.07	\$2,924.14	\$76,289
SS02	\$38.41	\$1,536.33	\$3,072.66	\$80,164
SS01	\$39.65	\$1,585.94	\$3,171.88	\$82,752
SM01	\$40.58	\$1,623.10	\$3,246.20	\$84,691
SSDCO2-3	\$38.82	\$1,552.72	\$3,105.44	\$81,019
SSDCO2-2	\$40.79	\$1,631.60	\$3,263.20	\$85,135
SSDCO2-1	\$42.11	\$1,684.27	\$3,368.54	\$87,883
SSDCO1-3	\$39.40	\$1,576.10	\$3,152.20	\$82,239
SSDCO1-2	\$41.40	\$1,656.18	\$3,312.36	\$86,417
SSDCO1-1	\$42.74	\$1,709.65	\$3,419.30	\$89,207

\* rank eliminated as of July 1, 2003

**PROVINCIAL RESPONSIBILITY INCENTIVE  
JULY 1, 2003 TO DECEMBER 31, 2003**

	<b>Hourly</b>	<b>Weekly</b>	<b>Bi-Weekly</b>	<b>Annual</b>
Rank below CSO1	\$0.00	\$0.00	\$0.00	\$0
With less than 8 years' service	\$0.00	\$0.00	\$0.00	\$0
With 8 to 16 years' service	\$0.93	\$37.17	\$74.34	\$1,939
With 17 to 22 years' service	\$1.24	\$49.56	\$99.12	\$2,586
With 23 or more years' service	\$1.55	\$61.95	\$123.90	\$3,232

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**OPPA UNIFORM MEMORANDUM OF UNDERSTANDING**

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**SALARY SCHEDULE 2004**

**REGULAR SALARY  
JANUARY 1, 2004 TO DECEMBER 31, 2004**

<b>Rank</b>	<b>Hourly</b>	<b>Weekly</b>	<b>Bi-Weekly</b>	<b>Annual</b>
CS05	\$17.09	\$683.53	\$1,367.06	\$35,666
CS04	\$22.44	\$897.66	\$1,795.32	\$46,839
CS03	\$25.65	\$1,025.95	\$2,051.90	\$53,533
CS02	\$28.53	\$1,141.38	\$2,282.76	\$59,556
CS01	\$32.06	\$1,282.37	\$2,564.74	\$66,912
SG02	\$33.66	\$1,346.49	\$2,692.98	\$70,258
SG01	\$36.23	\$1,449.08	\$2,898.16	\$75,611
SS03	\$37.83	\$1,513.24	\$3,026.48	\$78,959
SS02	\$39.75	\$1,590.10	\$3,180.20	\$82,969
SS01	\$41.04	\$1,641.45	\$3,282.90	\$85,649
SM01	\$42.00	\$1,679.91	\$3,359.82	\$87,655
SSDCO2-3	\$40.18	\$1,607.07	\$3,214.14	\$83,855
SSDCO2-2	\$42.22	\$1,688.71	\$3,377.42	\$88,114
SSDCO2-1	\$43.58	\$1,743.22	\$3,486.44	\$90,959
SSDCO1-3	\$40.78	\$1,631.26	\$3,262.52	\$85,117
SSDCO1-2	\$42.85	\$1,714.15	\$3,428.30	\$89,442
SSDCO1-1	\$44.24	\$1,769.49	\$3,538.98	\$92,329

**PROVINCIAL RESPONSIBILITY INCENTIVE  
JANUARY 1, 2004 TO JUNE 30, 2004**

	<b>Hourly</b>	<b>Weekly</b>	<b>Bi-Weekly</b>	<b>Annual</b>
Rank below CS01	\$0.00	\$0.00	\$0.00	\$0
With less than 8 years' service	\$0.00	\$0.00	\$0.00	\$0
With 8 to 16 years' service	\$0.96	\$38.47	\$76.94	\$2,007
With 17 to 22 years' service	\$1.28	\$51.29	\$102.58	\$2,676
With 23 or more years' service	\$1.60	\$64.12	\$128.24	\$3,346

**PROVINCIAL RESPONSIBILITY INCENTIVE  
JULY 1, 2004 – DECEMBER 31, 2004**

	<b>Hourly</b>	<b>Weekly</b>	<b>Bi-Weekly</b>	<b>Annual</b>
Rank below CS01	\$0.00	\$0.00	\$0.00	\$0
With less than 8 years' service	\$0.00	\$0.00	\$0.00	\$0
With 8 to 16 years' service	\$0.96	\$38.47	\$76.94	\$2,007
With 17 to 22 years' service	\$1.92	\$76.94	\$153.88	\$4,015
With 23 or more years' service	\$2.89	\$115.41	\$230.82	\$6,022

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**SALARY SCHEDULE 2005**

**REGULAR SALARY  
JANUARY 1, 2005 TO DECEMBER 31, 2005**

<b>Rank</b>	<b>Hourly</b>	<b>Weekly</b>	<b>Bi-Weekly</b>	<b>Annual</b>
CS05	\$17.69	\$707.45	\$1,414.90	\$36,914
CS04	\$23.23	\$929.08	\$1,858.16	\$48,478
CS03	\$26.55	\$1,061.86	\$2,123.72	\$55,406
CS02	\$29.53	\$1,181.33	\$2,362.66	\$61,640
CS01	\$33.18	\$1,327.25	\$2,654.50	\$69,254
SG02	\$34.84	\$1,393.62	\$2,787.24	\$72,717
SG01	\$37.50	\$1,499.80	\$2,999.60	\$78,257
SS03	\$39.16	\$1,566.20	\$3,132.40	\$81,722
SS02	\$41.14	\$1,645.75	\$3,291.50	\$85,873
SS01	\$42.47	\$1,698.90	\$3,397.80	\$88,646
SM01	\$43.47	\$1,738.71	\$3,477.42	\$90,723
SSDCO2-3	\$41.58	\$1,663.32	\$3,326.64	\$86,790
SSDCO2-2	\$43.70	\$1,747.81	\$3,495.62	\$91,198
SSDCO2-1	\$45.11	\$1,804.23	\$3,608.46	\$94,142
SSDCO1-3	\$42.21	\$1,688.35	\$3,376.70	\$88,096
SSDCO1-2	\$44.35	\$1,774.15	\$3,548.30	\$92,573
SSDCO1-1	\$45.79	\$1,831.42	\$3,662.84	\$95,561

**PROVINCIAL RESPONSIBILITY INCENTIVE  
JANUARY 1, 2005 – DECEMBER 31, 2005**

	<b>Hourly</b>	<b>Weekly</b>	<b>Bi-Weekly</b>	<b>Annual</b>
Rank below CSO1	\$0.00	\$0.00	\$0.00	\$0
With less than 8 years' service	\$0.00	\$0.00	\$0.00	\$0
With 8 to 16 years' service	\$1.00	\$39.82	\$76.94	\$2,078
With 17 to 22 years' service	\$1.99	\$79.64	\$159.28	\$4,156
With 23 or more years' service	\$2.99	\$119.45	\$238.90	\$6,233

## OPPA UNIFORM MEMORANDUM OF UNDERSTANDING

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### SCHEDULE II (BENEFITS)

#### SCHEDULE II

##### (A) EMPLOYEES' GROUP INSURANCE

###### Basic Life Coverage

Compulsory basic life insurance for employees will provide a benefit of one hundred percent (100%) of annual salary and the Government will pay one hundred percent (100%) of the premium for this plan. The plan does not include an Accidental Death and Dismemberment Benefit.

###### Supplementary Life Coverage for Employees

Supplementary Life Insurance in the amount of one (1) or two (2) or three (3) times salary will be available to employees on an optional basis. The employee pays the full premium for the coverage.

###### Life Insurance for Dependents

Life insurance of two thousand dollars (\$2,000) on the employee's spouse and one thousand dollars (\$1,000) on each dependent child up to age 21 and will include children between the ages of twenty-one (21) and twenty-five (25) who are in full time attendance at an educational institution or on vacation therefrom, will be available on an optional basis. The employee pays the full premium for this coverage.

##### (B) GROUP LIFE INSURANCE PLAN

Group Insurance Policy G 997 in the amount of twenty-thousand dollars (\$20,000) and administered by the Association will continue as a mandatory policy for all active members, and as an option for retired members. A Joint Committee shall be comprised to resolve any problems which arise with respect to the application of the Plan, variations in premium rates, and the disposition of any surplus or deficit that may arise under this Plan.

The Committee will be composed of one member from each of the following:

- OPP Association
- OPP Commissioned Officers' Association
- OPP Veterans' Association
- Ministry of Public Safety and Security

##### (C) HEALTH INSURANCE

Benefits will be as provided by the Ontario Health Insurance Plan (OHIP).

## OPPA UNIFORM MEMORANDUM OF UNDERSTANDING

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### (D) SUPPLEMENTARY HEALTH AND HOSPITAL INSURANCE

The Plan introduced November 1, 1973, as amended, will continue in effect during the term of this Memorandum.

The Plan provides coverage for eligible medical expenses as listed in the Plan and in addition effective June 1, 2003, will provide coverage of up to two hundred dollars (\$200) per day for hospital accommodation over and above standard ward coverage.

Effective January 1, 1993, the Employer agrees to a drug card program as provided and amended from time to time by the insurance carrier administering the group insurance benefits under this Memorandum of Understanding.

Effective January 1, 1998, the total prescription cost for claims will be comprised of the drug ingredient cost plus up to eight (\$8.00) dollars per prescription for the pharmacies' professional fee (dispensing fee). Effective June 1, 2003, drug coverage under this article is limited to those drugs prescribed by a licensed physician who is legally authorized to prescribe such drugs, and dispensed by a licensed pharmacist or by a physician legally authorized to dispense such drugs (excluding drugs that may be purchased over-the-counter). Provided that a generic drug is listed in the Canadian Pharmaceutical Association Compendium of Pharmaceuticals and Specialties, reimbursement will be at ninety (90%) percent based on the reasonable and customary cost of the generic version. This re-imburement will remain at this level regardless of whether the employee chooses to purchase the generic or the brand-name drug. If no generic equivalent exists, reimbursement will be at ninety (90%) percent of the reasonable and customary cost of the brand name product.

The Employer will continue to pay one hundred percent (100%) of the premium for this Plan.

### (E) LONG TERM INCOME PROTECTION PLAN

- (a) Effective June 1, 2003, the Employer will pay one hundred percent (100%) of the premium for the Long Term Income Protection Plan.
- (b) Effective June 1, 2003, and annually thereafter, the total monthly payment of LTIP under the Plan shall be increased by up to 2% based on the average annual increase in the Ontario Consumer Price Index (CPI) as published by Statistics Canada each January.

The OPPA will have the opportunity to discuss disallowed claims with the Insurance Carrier through a Joint Insurance Benefits Review Committee.

## OPPA UNIFORM MEMORANDUM OF UNDERSTANDING

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### (F) DENTAL PLAN

Effective January 1, 1989, this plan provides for basic dental care equivalent to the Ontario Blue Cross Basic Dental Care Plan 7 and includes such items as examinations, consultations, specific diagnostic procedures, X-rays, preventive services such as scaling, polishing, and fluoride treatments, fillings, extraction's and anaesthesia services, and the application of pit and fissure sealants to primary and permanent teeth surfaces limited to one application per surface per lifetime. This plan also includes benefits equivalent to Rider 1 of the Ontario Blue Cross Basic Dental Care Plan 7 as additions to the basic dental plan and includes such items as periodontal services, endodontic services and surgical services, as well as prosthodontics services necessary for relining, rebasing or repairing an existing appliance (fixed bridge-work, removable partial or complete dentures).

Effective January 1, 1998, Dental Care Plan 7 is modified to the extent that the "preventative services", identified as the "recall oral examination" in the Ontario Dental Association fee guide, shall be exercised no more than once every nine (9) successive months by an eligible employee and each eligible dependent. This modification does not apply to eligible dependent children twelve (12) years of age and under.

Effective June 1, 2003, coverage does not include fluoride treatments for adults. Coverage remains in force for dependent children as defined under the group insurance policies.

The Employer agrees to pay full premiums under this plan on the basis of ninety percent/ten percent (90%/10%) co-insurance. The employee shall pay the cost of dental care directly and the carrier shall reimburse the employee ninety percent (90%) of eligible expenses based on the current Ontario Dental Association Schedule of Fees.

Effective January 1, 1992, the Employer agrees to pay one hundred percent (100%) of the monthly premiums for services relating to dentures, orthodontics and major restorative services, with benefits equivalent to Riders 2, 3, and 4 of the Blue Cross Plan respectively on the basis of sixty percent/forty percent (60%/40%) co-insurance, up to a maximum of two thousand dollars (\$2,000) per family per year.

Eligible dependents covered by the Dental Plan shall include: spouse, unmarried children under twenty-one (21) years of age, unmarried children between twenty-one (21) and twenty-five (25) years of age and in full-time attendance at an educational institution or on vacation therefrom, and children twenty-one (21) years of age and over, mentally or physically infirm and who are dependent.

### G) VISION CARE AND HEARING AIDS

a) Effective January 1, 1992, the Employer agrees to pay one hundred percent (100%) of the monthly premiums for vision care and hearing aid coverage under the Supplementary Health and Hospital Plan. Effective June 1, 2003, this coverage provides for vision care, (maximum three hundred dollars (\$300.00) per

## OPPA UNIFORM MEMORANDUM OF UNDERSTANDING

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- person in any consecutive twenty-four (24) month period) and the purchase and any repair of hearing aids (maximum of up to one thousand dollars (\$1,000.00) in any consecutive three (3) year period) equivalent to the hearing aids component of the Blue Cross Extended Health Care Plan.
- b) Effective January 1, 1991, the plan will provide coverage for the cost of glasses every six (6) months for children age twelve (12) and under when a prescription change is ordered by an optometrist or ophthalmologist.

### (H) EMPLOYMENT INSURANCE REBATE

Effective June 1, 2003, employees agree to waive their right to their annual Employment Insurance (EI) rebate. The total amount of the EI rebate for employees will be directed towards the total cost of the benefit package.

*NOTE: The data contained in this Schedule II is intended as basic information only. Detailed information as to cost and coverage available is set out in the appropriate insurance contract.*

## OPPA UNIFORM MEMORANDUM OF UNDERSTANDING

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### SCHEDULE III

#### CASUAL PART-TIME POLICE

##### ARTICLE C1 - OTHER APPLICABLE ARTICLES

CPT1.01 The only terms of the Memorandum of Understanding that apply to casual part-time employees are those that are set out below.

CPT1.02 The following Articles of the Memorandum of Understanding shall also apply to casual part-time employees:

ARTICLE 1	RECOGNITION
ARTICLE 2	DURATION
ARTICLE 3	THE ONTARIO PROVINCIAL POLICE NEGOTIATING AND ARBITRATION COMMITTEES
ARTICLE 4	GRIEVANCE PROCEDURE
ARTICLE 27	DEDUCTION OF ASSOCIATION DUES
ARTICLE 29	NEW EMPLOYEES
ARTICLE 36	LEGAL INDEMNIFICATION

LETTERS OF INTENT #4 and #8

##### ARTICLE C2 - COURT WITNESS

CPT2.01 Where an employee receives an official notice, and is required by the employer to serve as a witness for an OPP related matter incurred in the carrying out of the employee's duties on behalf of the OPP, the employee will identify the date(s) required to attend. The supervisor will schedule the employee to attend as part of the employee's regular working schedule.

##### ARTICLE C3 - SALARIES

CPT3.01 The Employer agrees to pay and the Association agrees to accept for the term of this Memorandum of Understanding the rate of pay for all casual part-time employees as equivalent to that of the CSO3.

###### SHIFT PREMIUM

CPT3.02 (a) A shift premium of four-four (44) cents per hour shall be paid for all hours worked at or after 4:00 p.m. and before 5:00 a.m.

(b) Shift premium shall not be considered as part of an employee's basic hourly rate.

## OPPA UNIFORM MEMORANDUM OF UNDERSTANDING

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### ARTICLE C4 - HOURS OF WORK AND OVERTIME

- CPT4.01 (a) A casual part-time employee shall be scheduled to work no more than 30 hours in each calendar week.
- (b) A casual part-time employee shall be paid one and one-half (1-1/2) times the basic hourly rate for authorized hours of work (computed to the nearest half hour) in excess of the normal scheduled work day for that location, i.e., 8,9,10, or 12-hour shift.
- (c) The Employer will take all reasonable steps to ensure that any casual part-time officer's hours do not exceed the thirty hour maximum per week unless operationally necessary. The Employer will provide the Association a quarterly report of hours of work and duties for casual part-time officers.

### ARTICLE C5 - VACATION AND STATUTORY HOLIDAY ENTITLEMENT

- CPT5.01 Casual part-time employees will receive four percent (4%) of gross pay added to the employee's regular pay in lieu of vacation leave with pay.
- CPT5.02 Four percent (4%) of gross pay, not including vacation pay, shall be added to the employee's regular pay to compensate for the holidays defined in Article 14.01 of the Memorandum of Understanding. When the employee is required to work on any of these holidays, the employee shall be paid at one and one half (1-1/2) times the basic hourly rate for all hours worked in addition to the four percent (4%).

### ARTICLE C6 - UNIFORM AND EQUIPMENT ISSUE

- CPT6.01 The issuing of uniforms and equipment necessary for the performance of duty will be upon the same basis as in effect upon the commencement date of this Memorandum of Understanding.

### ARTICLE C7 - DEDUCTIONS FROM PAY

- CPT7.01 The Employer shall continue to make necessary or approved deductions from an employee's pay for entitlements, taxes and other customary purposes and provide the employee with a statement of such deductions with each pay cheque.

## OPPA UNIFORM MEMORANDUM OF UNDERSTANDING

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### ARTICLE C8 - PERSONNEL FILE

CPT8.01 Once a year, upon written request, the Detachment Commander or Section Manager shall grant an employee permission to examine the employee's own personnel file at the location where it is maintained.

If it is determined, upon the basis of evidence supplied by an employee, that any material contained in the file is incorrect, such material shall be corrected accordingly.

An employee shall be permitted to examine his/her file during off duty hours and shall do so at his/her own expense.

### ARTICLE C9 - DISCUSSIONS

CPT9.01 There shall be ongoing discussion between the parties to this Memorandum of Understanding on the casual part-time program in areas related to budget allocation, employee qualifications, and work assignments.

CPT9.02 Specific requirements with respect to such things as qualifications, experience, training, and previous job performance shall be as outlined in OPP policy. Changes to the policy will be subject to discussions pursuant to clause C9.01.

CPT9.03 Casual part-time police officers may be utilized in work assignments as designated by the detachment or unit commander, with the understanding that should a situation arise that requires immediate action they will be expected to respond as fully qualified police officers.



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**OPPA UNIFORM MEMORANDUM OF UNDERSTANDING**

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**SCHEDULE IV**

**REGULAR PART-TIME UNIFORM MEMBERS**

**ARTICLE RPT1 - APPLICATION OF SCHEDULE IV REGULAR PART-TIME UNIFORM MEMBERS**

RPT1.01 This agreement sets out all the terms as they apply to Regular Part-time Uniform members.

**ARTICLE RPT2 - OTHER APPLICABLE ARTICLES, REGULAR PART-TIME UNIFORM MEMBERS**

RPT2.01 The following Articles of the Memorandum of Understanding shall also apply to regular part-time uniform members:

ARTICLE 1	RECOGNITION
ARTICLE 2	DURATION
ARTICLE 3	NEGOTIATING AND ARBITRATION COMMITTEES
ARTICLE 4	GRIEVANCE PROCEDURE
ARTICLE 5	SALARIES
ARTICLE 6	HOURS OF WORK & OVERTIME
ARTICLE 9	LEAVE-OF-ABSENCE
ARTICLE 10	COURT WITNESS
ARTICLE 11	AUTHORIZED LEAVE FOR OTHER REASONS
ARTICLE 12	LEAVE-OF-ABSENCE FOR ASSOCIATION BUSINESS
ARTICLE 15	ENTITLEMENT ON DEATH
ARTICLE 18	MOTORCYCLE ALLOWANCE
ARTICLE 19	UNIFORM AND EQUIPMENT
ARTICLE 20	PAID DUTY
ARTICLE 21	TRANSFER TO OTHER MINISTRY
ARTICLE 22	NOTICE OF TRANSFER
ARTICLE 23	TEMPORARY POSTINGS
ARTICLE 24	DEDUCTIONS FROM PAY
ARTICLE 26	INFORMATION TO THE ASSOCIATION
ARTICLE 27	DEDUCTION OF ASSOCIATION DUES
ARTICLE 28	PERSONNEL FILE
ARTICLE 30	LAY-OFF AND RECALL
ARTICLE 32	EMPLOYEE BENEFITS CONTRACTS
ARTICLE 33	INFORMAL DISCIPLINE PROCEDURE
ARTICLE 36	LEGAL INDEMNIFICATION

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### ARTICLE RPT3 - SHORT TERM SICKNESS PLAN

#### ENTITLEMENT

RPT3.01 An employee who is unable to attend to his/her duties due to sickness or injury is entitled to leave-of-absence with pay as follows:

- (i) with regular salary for the portion of six (6) working days that the ratio of the employee's weekly hours of work bear to full time employment
- (ii) with 75% of regular salary for an additional period of that portion of one hundred and twenty four (124) working days that the ratio of the employee's weekly hours of work bear to full time employment.

RPT3.02 An employee is not entitled to leave-of-absence with pay under Section RPT3.01 of this Article until after completion of all regularly scheduled hours of work within a period of four (4) consecutive weeks.

RPT3.03 An employee who is on leave-of-absence with pay under this Article that commences in one calendar year and continues into the next calendar year is not entitled to leave-of-absence with pay under Section RPT3.01 of this article for more than the number of days provided in RPT 3.01 in the two (2) calendar years until the employee has completed the service requirement in RPT3.02.

RPT3.04 An employee who has used leave-of-absence with pay for the total number of days provided in RPT3.01 in a calendar year must complete the service requirement of RPT3.02 before the employee is entitled to further leave under Section RPT3.01 of this Article in the next calendar year.

RPT3.05 The pay of an employee under this Article is subject to deductions for insurance coverage and pension contributions and contributions that would normally be made by the Employer as though the employee were receiving his/her regular salary.

#### USE OF ACCUMULATED CREDITS

RPT3.06 An employee who is on leave-of-absence with pay under Section RPT3.01(ii) of the Article may, at the employee's option, have one quarter (1/4) of a day deducted from the employee's accumulated credits (attendance, vacation, statutory holiday bank or overtime credits) for each day of leave to which Section RPT3.01(ii) applies and receive salary for each such day.

RPT3.07 An employee who is absent from employment due to sickness or injury beyond the total number of days leave-of-absence with pay provided for in Section RPT3.01 of this Article shall have his/her accumulated attendance credits reduced by a number of days equal to the number of days of such absence and is entitled to leave-of-absence with pay for each such day.

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RPT3.08 Section RPT3.07 does not apply to an employee who qualifies for and elects to receive benefits under the Long Term Income Protection Plan.

### MEDICAL EXAMINATIONS

RPT3.09 (a) If an employee is absent for more than a calendar week due to sickness, no leave with pay shall be allowed unless a certificate of a legally qualified medical practitioner is forwarded to the Commissioner certifying that the employee is unable to attend to official duties.

(b) Notwithstanding the provisions of Section RPT3.09(a), the Commissioner or the Commissioner's designee, who shall be a Commissioned Officer, may require an employee to submit the certificate required by Section RPT3.09(a) for a period of absence of less than a calendar week. The cost of the certificate requested shall be borne by the employer.

RPT3.10 While on sick leave or Workplace Safety and Insurance leave, it is the employee's responsibility to report to the employee's supervisor, at the earliest opportunity, any change in the employee's medical situation that would permit the employee to return to full duties or return to work in a limited capacity.

### IMPLEMENTATION OF THE SHORT TERM SICKNESS PLAN

RPT3.11 An employee appointed prior to April 1, 1979, will be entitled to benefits provided by the Short Term Sickness Plan effective from May 1, 1979.

RPT3.12 Notwithstanding Section RPT3.11 and an employee who has qualified for or is receiving benefits provided under the Long Term Income Protection Plan must complete the regularly scheduled hours of four (4) consecutive weeks of employment to qualify for benefits under the Short Term Sickness Plan.

RPT3.13 Employees appointed on or after April 1, 1979, must complete the regularly scheduled hours of four (4) consecutive weeks to qualify for benefits under the Short Term Sickness Plan.

RPT3.14 An employee shall have the attendance credits earned and unused to April 30, 1979, from those credits advanced on October 1, 1978, added to the employee's total of accumulated credits. An employee shall retain all credits earned and unused prior to May 1, 1979, for use as specified under Section RPT3.06 of this Article, or, where the member is eligible, under Article RPT4 upon termination.

RPT3.15 For the purposes of this Article the regular scheduled hours of four (4) consecutive weeks shall not include vacation leave-of-absence or any leave-of-absence without pay, but days worked before and after such leave shall be considered consecutive. Notwithstanding the above, where an employee is unable to attend to his/her duties due to sickness or injury, the days worked before and after such absence shall not be considered consecutive.

## OPPA UNIFORM MEMORANDUM OF UNDERSTANDING

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### ARTICLE RPT4 -TERMINATION PAYMENTS

RPT4.01 The benefits described under the Section shall apply from May 1, 1979.

An employee,

- (a) who has completed a minimum of one (1) year of continuous service and who ceases to be an employee because of,
  - (i) death,
  - (ii) retirement pursuant to,
    - 1. Section 17 of the *Public Service Act*,
    - 2. Section 13 (4), (8)b, (11) or 14 of the *Public Service Pension Act*, or
  - (iii) release from employment under Section 22(4) of the *Public Service Act* or
- (b) who has completed a minimum of five (5) years of continuous service and who ceases to be an employee for any other reason than,
  - (i) dismissal for cause under Section 22 of the *Public Service Act*, or
  - (ii) abandonment of position under Section 20 of the *Public Service Act*,

is entitled to severance pay equal to that portion of a week's pay represented by the ratio that the employee's weekly hours of work bear to full-time employment, for each year of service.

- RPT4.02
- (a) The total of the amount paid to an employee in respect of accumulated attendance credits, severance pay, or both, shall not exceed one-half (1/2) of the annual salary of the employee at the date when the employee ceases to be an employee.
  - (b) The calculation related to accumulated attendance credits or severance pay shall be based on the annual salary the employee was receiving when the employee ceases to be an employee.
  - (c) Where a computation for severance pay involves part of a year, the computation of that part shall be made on a monthly basis, and
    - (i) any part of a month that is less than fifteen (15) days shall be disregarded
    - (ii) any part of a month that is fifteen (15) days or more shall be deemed to be a month.

## OPPA UNIFORM MEMORANDUM OF UNDERSTANDING

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- RPT4.03 An employee is not entitled to severance pay in respect of a period,
- (a) when the employee is on leave-of-absence without pay for a period which is greater than thirty (30) days, or for a period which constitutes a hiatus in their service such as:
    - (i) Political Activity (*Public Service Act* 28.6 and 28.7(6))
    - (ii) Layoff (Article 30)
    - (iii) Educational Leave (*Public Service Act* Reg. 977, 20 and 21)
- RPT4.04 An employee may receive only one termination payment for a given period of service.
- RPT4.05 Any severance pay to which an employee is entitled under Article RPT4 shall be reduced by an amount equal to any payment to which the employee is entitled under Section 15.01(b) of Article 15 of this agreement.
- RPT4.06 An employee, upon ceasing to be an employee, shall have any accrued severance pay entitlements from his/her service when covered by Part A of this agreement calculated on the basis of the employee's salary as though the employee were employed full-time.

### ARTICLE RPT5 - VACATIONS AND VACATION CREDITS

#### MINIMUM SERVICE

- RPT5.01 An employee is entitled to a vacation leave-of-absence after the employee has completed no less than six (6) months' service which shall be limited to the period covered by the employee's accumulated vacation credits.
- RPT5.02 An employee who leaves the service after serving more than a month but less than six (6) months shall receive vacation pay at the rate of four percent (4%) of salary paid to the employee during this period.

#### PAY-IN-LIEU

- RPT5.03 Pay-in-lieu of vacation credits is payable on separation or on death of an employee from the service when an employee has been in the service for six (6) months or more.

#### SCHEDULING OF VACATION

- RPT5.04 Vacation leave-of-absence must be taken at such time as is designated by the Commissioner or the Commissioner's designee. It is understood that, where practicable, the rescheduling of a previously assigned vacation period will be avoided unless such rescheduling is by mutual agreement.

## OPPA UNIFORM MEMORANDUM OF UNDERSTANDING

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RPT5.05 An employee may accumulate vacation to a maximum of twice the employee's annual credits but shall be required to reduce this accumulation to a maximum of one (1) year's credits by December 31st of each year.

### PERMISSION TO ACCUMULATE

RPT5.06 Where an employee is unable to reduce the vacation accumulation before the end of the year because of

- (i) sickness,
- (ii) total disability,
- (iii) an injury resulting in an award under the *Workplace Safety and Insurance Act*, or
- (iv) an extraordinary requirement of the Employer,

the Commissioner may extend the time limit in RPT5.05 above.

A request in writing for carry over of excess leave must be made prior to 31 December of each year. Failure to make a request will result in the loss of any excess vacation credits.

### VACATION ENTITLEMENT

RPT5.07 Effective January 1, 1991, an employee shall earn a pro-rated portion of the vacation credits shown below based on the ratio that the employee's weekly hours of work bear to full time employment:

- (a)
  - (i) One and one-quarter (1-1/4) days per month during the first eight (8) years of continuous service.
  - (ii) One and two-thirds (1-2/3) days per month after eight (8) years of continuous service.
  - (iii) Two and one-twelfth (2-1/12) days per month after sixteen (16) years of continuous service.
- (b) An employee who has completed one (1) year of service will be credited at the beginning of the vacation year with all the days of vacation to which the employee becomes entitled during the year.
- (c) Notwithstanding sub-section (b) above, where an employee separates from the OPP prior to the end of the vacation year, vacation entitlement will be reduced, pro rata, by the number of whole months remaining in the vacation year.
- (d) Where an employee separates from the OPP with a deficit of vacation credits, the value of this deficit will be deducted from any monies owing to the employee.

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- (e) In each calendar year an employee may opt to receive one (1) week's pay in lieu of two (2) days (16 hours), three (3) days (24 hours) or four (4) days (32 hours) vacation leave, whichever represents the regularly scheduled weekly hours of work. An employee opting for pay must give written notice to the Detachment Commander or Section Manager by November 1st.
- (f) For the purpose of this Section "vacation year" shall be the calendar year.

RPT5.08 Vacation credits do not accumulate during any month in which an employee is absent from duty for the entire month for any reason other than vacation leave-of-absence or leave-of-absence with pay.

RPT5.09 An employee is entitled to vacation credits in respect of a month or part thereof in which the employee is at work or on leave-of-absence with pay.

RPT5.10 For the purpose of this Section, an employee's length of "continuous service" will accumulate upon completion of a probationary period of not more than one (1) year and shall commence from the date on which an employee commences a period of unbroken, full-time service in:

- (a) the Ontario Public Service
- (b) a police force which is amalgamated with the OPP
- (c) the First Nations Police force.

RPT5.11 Where a member who has been working regular part-time wishes to revert to a full time position, any service as a regular part-time member which forms part of the member's continuous service shall be calculated according to the following formula:

$$\frac{\text{Weekly hrs of work as RPT}}{\text{Full time hrs of work (40)}} \times \text{Years of continuous service as a regular part-time member}$$

The result of the above calculation when added to the years served as a full time member will identify the total years of continuous service.

## OPPA UNIFORM MEMORANDUM OF UNDERSTANDING

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### ARTICLE RPT6 - STATUTORY HOLIDAYS

RPT6.01 An employee shall be entitled to the following statutory holidays each year:

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

Any special holiday as proclaimed by the Governor General or Lieutenant Governor.

- RPT6.02
- (a) Each regular part-time member shall be assigned a statutory holiday bank. A pro-rated percentage of 88 hours, calculated on the ratio that the regularly scheduled hours of work bear to full time employment, will be credited to the bank on January 1st in each calendar year.
  - (b) If a regular part-time member works a regularly scheduled shift on a statutory holiday the regular part-time member shall be credited with one-half of the total number of hours worked to the regular part-time member's statutory holiday bank.
  - (c) One (1), two (2), or three (3) eight (8) hour, nine (9) hour or ten (10) hour periods, depending on the scheduled days of the employee, shall be utilized for the Christmas/New Year schedule pursuant to the letter of intent, dated May 3, 1979, with respect to Christmas and New Year schedules. Other accumulated hours may be taken on request of the employee and at the discretion of the Detachment Commander, having due regard for the known or anticipated work load.
  - (d) Hours accumulated under paragraph (a) and (b) of this Section, and remaining in the statutory holiday bank following the application of paragraph (c), shall be paid in the month immediately following the calendar year.

RPT6.03 An employee normally working in an administrative position, resulting in the employee's absence on a day that a statutory holiday falls, shall be deemed to have taken that holiday, and the employee's statutory holiday bank shall be reduced by an amount equal to hours normally worked in a shift, and no further compensation shall be granted. Should the employee's statutory holiday bank be in a deficit at the year end, the appropriate number of hours shall be transferred from the employee's overtime bank, vacation credits, attendance credits or shall be worked by the employee as compensation.



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RPT6.04 Special holidays as proclaimed by the Governor General or Lieutenant Governor as referred to in Section RPT6.01 and which area granted during vacation leave-of-absence shall be computed as part thereof, but no other holidays shall be computed therein.

### ARTICLE RPT7 - SERVICE BADGES

RPT7.01 Pursuant to Regulations made under the *Police Services Act*

- (a) a service badge shall be granted to an employee for each five (5) year period of continuous service. (refer to RPT5.11 for calculation upon reversion to full time)
- (b) a regular part-time employee shall be paid an allowance of eight dollars and fifty cents (\$8.50) a month, pro-rated based on the ratio that the employee's weekly hours of work bear to full time employment, for each service badge to which the employee is entitled.

RPT7.02 Payment for such allowance shall be made to an employee prior to, or not later than, the 15th day of December in each calendar year.

RPT7.03 The provisions of Article RPT7 cease to apply effective July 1, 2003.

### ARTICLE RPT8 - PLAIN CLOTHES EXPENSE

RPT8.01 Effective January 1, 1990, each employee covered by this Memorandum, who is required to provide and wear ordinary clothing as part of the employee's regular duties, shall be reimbursed by the Employer for expenses incurred in the purchase of such clothing, to a maximum of one thousand, one hundred dollars (\$1,100) per annum, pro-rated by the ratio that the employee's weekly hours of work bear to full-time employment, upon presentation of the necessary receipts. If an employee performs such duties for less than a calendar year, but for a period or periods totaling one calendar month (30 days) or more in that year, the employee shall be entitled to reimbursement of a proportionate part of the expenses in the same ratio that the employee's time so spent bears to that calendar year.

RPT8.02 Each employee entitled to the expenses under Section RPT8.01 shall submit a claim once annually in January for the preceding year to be reimbursed not later than the month of February, next following.

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### ARTICLE RPT9 - ISOLATION PAY

RPT9.01 An employee who is stationed at a work location which receives a total of eight (8) or more points under the factors outlined in sections RPT9.04(i) and RPT9.04(ii) of this Article shall be paid isolation pay pro-rated by the ratio that the employee's weekly hours of work bear to full-time employment in accordance with the following scale:

	<u>\$ Per Month</u>	<u>\$ Per Week</u>
8 points	\$28.75	\$ 6.61
9-12 points	34.50	7.94
13-16 points	46.00	10.58
17-20 points	57.50	13.23
21-24 points	69.00	15.87
25-28 points	80.50	18.52
29-32 points	92.00	21.16
33-36 points	103.50	23.81
37-40 points	115.00	26.45
41-44 points	126.50	29.10
45-48 points	138.00	31.74

The points allocated shall be based upon the Municipal Directory (Ministry of Municipal Affairs) and be updated in April of each year or upon publication of the directory, to become effective on April 1 of each year.

RPT9.02 For the purposes of this Article, "work location" is defined as the address of the working place at which the employee is normally stationed or, in certain special cases, another location designated as headquarters by the Commissioner or the Commissioner's designee.

RPT9.03 This Article shall not apply to employees whose work locations are south of the following boundary lines: border of the State of Minnesota and Ontario, easterly along the northern shore of Lake Superior (inclusive of such islands as Manitoulin) to the French River; French River to Lake Nipissing; Lake Nipissing easterly to Highway 17; Highway 17 to Mattawa.

## OPPA UNIFORM MEMORANDUM OF UNDERSTANDING

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RPT9.04

- (i) Population of the largest centre of population within eighty (80) kilometres of the employee's work location:

<u>Population</u>	<u>Points Assigned</u>
1 – 999	14
1,000 - 1,999	12
2,000 - 2,999	10
3,000 - 3,999	8
4,000 - 4,999	6
5,000 - 7,499	4
7,500 - 9,999	2
10,000	0

- (ii) Distance from the employee's work location to a centre of population of ten thousand (10,000) or more:

<u>Distance</u>	<u>Travel by Road</u>	<u>Travel Only by Means Other Than Road</u>
80 km or less	0	0
81 – 160	6	9
161 – 320	12	17
321 – 480	18	26
over 480	24	34

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### SCHEDULE V

#### REGULAR PART-TIME POLICE

##### (A) EMPLOYEES' GROUP INSURANCE

###### Basic Life Coverage

Compulsory basic life insurance for employees will provide a benefit of one hundred percent (100%) of salary and the Government will pay one hundred percent (100%) of the premium for this plan. The plan does not include Accidental Death and Dismemberment Benefit.

###### Supplementary Life Coverage for Employees

Supplementary Life Insurance in the amount of one (1) or two (2) or three (3) times salary will be available to employees on an optional basis. The employee pays the full premiums for the coverage.

###### Life Insurance for Dependents

Life Insurance of two thousand dollars (\$2,000) on the employee's spouse and one thousand dollars (\$1,000) on each dependent child up to age 21 and will include children between the ages of twenty-one (21) and twenty-five (25) who are in full time attendance at an educational institution or on vacation therefrom, will be available on an optional basis. The employee pays the full premium for this coverage.

##### (B) GROUP LIFE INSURANCE PLAN

Group Insurance Policy G 997 in the amount of twenty-thousand dollars (\$20,000) and administrated by the Association will continue as a mandatory policy for all active members, and as an option for retired members. A Joint Committee shall be comprised to resolve any problems which arise with respect to the application of the Plan, variations in premium rates, and the disposition of any surplus or deficit that may arise under this Plan.

The Committee will be composed of member(s) from each of the following:

- OPP Association
- OPP Commissioned Officers' Association
- OPP Veterans' Association
- Ministry of Public Safety and Security

## OPPA UNIFORM MEMORANDUM OF UNDERSTANDING

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### (C) SUPPLEMENTARY HEALTH AND HOSPITAL INSURANCE

If an employee elects to participate in this plan, the Employer agrees to pay forty percent (40%), fifty percent (50%), sixty percent (60%), seventy percent (70%), or eighty percent (80%) of the monthly premium of each regular part-time employee, whichever is closest to the percentage that the employee's weekly hours of work bear to full time employment. The employee shall pay the balance of the monthly premium through the payroll deduction.

The Plan provides coverage for eligible medical expenses as listed in the Plan and in addition effective September 15, 2000, will provide coverage of up to two hundred dollars (\$200) per day for hospital accommodation over and above standard ward coverage.

Effective January 1, 1998, the total prescription cost for claims will be comprised of the drug ingredient cost plus up to eight (\$8.00) dollars per prescription for the pharmacies' professional fee (dispensing fee). Effective June 1, 2003, drug coverage under this article is limited to those drugs prescribed by a licensed physician who is legally authorized to prescribe such drugs, and dispensed by a licensed pharmacist or by a physician legally authorized to dispense such drugs (excluding drugs that may be purchased over-the-counter). Provided that a generic drug is listed in the Canadian Pharmaceutical Association Compendium of Pharmaceuticals and Specialties, reimbursement will be at ninety (90%) percent based on the reasonable and customary cost of the generic version. This re-imbusement will remain at this level regardless of whether the employee chooses to purchase the generic or the brand-name drug. If no generic equivalent exists, reimbursement will be at ninety (90%) percent of the reasonable and customary cost of the brand name product.

There will be first dollar coverage on all eligible expenses (no deductibles) and a ninety percent/ten percent (90%/10%) co-insurance arrangement on drugs only.

### (D) LONG TERM INCOME PROTECTION PLAN

Effective June 1, 2003, the Employer will pay one hundred percent (100%) of the premium for the Long Term Income Protection Plan.

Effective June 1, 2003, and annually thereafter, the total monthly payment of LTIP under the Plan shall be increased by up to 2% based on the average annual increase in the Ontario Consumer Price Index (CPI) as published by Statistics Canada each January.

The OPPA will have the opportunity to discuss disallowed claims with the Insurance Carrier through a Joint Insurance Benefits Review Committee.

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### (E) DENTAL PLAN

Effective January 1, 1989, this plan provides for basic dental care equivalent to the Ontario Blue Cross Basic Dental Care Plan 7 and includes such items as examinations, consultations, specific diagnostic procedures, X-rays, preventive services such as scaling, polishing, and fluoride treatments, fillings, extractions and anaesthesia services, and the application of pit and fissure sealants to primary and permanent teeth surfaces limited to one application per surface per lifetime. This plan also includes benefits equivalent to Rider 1 of the Ontario Blue Cross Basic Dental Care Plan 7 as additions to basic dental plan and includes such items as periodontal services, endodontic services and surgical services, as well as prosthodontic services necessary for relining, rebasing or repairing an existing appliance (fixed bridgework, removable partial or complete dentures).

Effective January 1, 1998, Dental Care Plan 7 is modified to the extent that the "preventative services", identified as the "recall oral examination" in the Ontario Dental Association fee guide, shall be exercised no more than once every nine (9) successive months by an eligible employee and each eligible dependent. This modification does not apply to eligible dependent children twelve (12) years of age and under.

Effective June 1, 2003, coverage does not include fluoride treatments for adults. Coverage remains in force for dependent children as defined under the group insurance policies.

The Employer agrees to pay forty percent (40%), fifty percent (50%), sixty percent (60%), seventy percent (70%) or eighty percent (80%) of the monthly premium of each regular part-time employee, whichever is closest to the percentage that the employee's weekly hours of work bear to full time employment. The employee shall pay the balance of the monthly premium through payroll deduction. Under this plan, the basis is ninety percent/ten percent (90%/10%) co-insurance. The employee shall pay the cost of dental care directly and the carrier shall reimburse the employee ninety percent (90%) of eligible expenses based on the current Ontario Dental Association Schedule of Fees.

### (F) EMPLOYMENT INSURANCE REBATE

Effective June 1, 2003, employees agree to waive their right to their annual Employment Insurance (EI) rebate. The total amount of the EI rebate for employees will be directed towards the total cost of the benefit package.

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### SCHEDULE VI – CADETS

#### ARTICLE CAD1 - DEFINITION

CAD 1.01 The term “Cadet” whenever herein used shall mean a person appointed to the unclassified service under the parameters set out in the Cadet Program and within this Memorandum.

#### ARTICLE CAD2- APPLICATION OF SCHEDULE VII TO CADETS

CAD 2.01 - This agreement sets out all terms as they apply to Cadet members.

#### ARTICLE CAD 3 - OTHER APPLICABLE ARTICLES, CADET MEMBERS

CAD 3.01 - The following Articles of the Memorandum of Understanding shall also apply to cadet members:

ARTICLE 1	RECOGNITION
ARTICLE 2	DURATION
ARTICLE 3	NEGOTIATING AND ARBITRATION COMMITTEES
ARTICLE 4	GRIEVANCE PROCEDURE
ARTICLE 6.06	STAND BY TIME
ARTICLE 7	SHORT TERM SICKNESS PLAN
ARTICLE 24	DEDUCTIONS FROM PAY
ARTICLE 25	USE OF DETACHMENT FACILITIES
ARTICLE 26	INFORMATION TO THE ASSOCIATION
ARTICLE 27	DEDUCTION OF ASSOCIATION DUES
ARTICLE 29	NEW EMPLOYEES
ARTICLE 36	LEGAL INDEMNIFICATION

#### ARTICLE CAD 4 - SALARIES

CAD 4.01 - The Employer agrees to pay and the Association agrees to accept for the term of this Memorandum of Understanding the salaries for the classifications hereafter set forth in the Cadet Salary Schedule attached hereto as Appendix “A” to this Schedule.

##### CLASSIFICATION

CAD 4.02 When a classification is changed or a new classification is issued, the salary after being initially fixed by the Civil Service Commission, will be immediately open to negotiations.

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### SHIFT PREMIUM

- CAD 4.03
- (a) A shift premium of forty-four (44) cents per hour shall be paid for all hours worked at or after 4:00 p.m. and before 5:00 a.m.
  - (b) Shift premium shall be paid only to employees working on a rotating shift or fixed off-shift basis and shall not apply to regular day workers who are required to work overtime.
  - (c) Notwithstanding (b) above, shift premium shall not be paid to an employee who, for mutually agreed upon reasons, works a shift for which the employee would otherwise be entitled to a shift premium.
  - (d) Shift premium shall not be considered as part of an employee's basic hourly rate.

### ARTICLE CAD 5 - HOURS OF WORK AND OVERTIME

#### DEFINITIONS

- CAD 5.01 For the purposes of this Article -
- (a) "overtime" means a period of work computed to the nearest half hour and,
    - (i) performed on a scheduled working day in addition to the scheduled working period and consisting of at least one half hour.
  - (b)
    - (i) a normal working week is deemed to be five (5) working days of eight (8) consecutive hours each with a meal time period of forty-five (45) minutes during each eight (8) hour period.
    - (ii) if an employee completes a full eight (8) hour working day or any full shift agreed to under Article 5.05 and is required to forego the meal time period due to exigencies of service, the employee shall be paid for such period at the hourly rate of salary.

#### OVERTIME AMOUNT

- CAD 5.02
- (a) Overtime shall be paid at the rate of one and one-half (1 ½) times the hourly rate of salary when an employee is required:
    - (i) to perform overtime immediately following a scheduled work period;
    - (ii) to report for any period of work prior to a scheduled work period or after leaving the place of employment at the end of a scheduled work period, with a minimum payment of four (4) hours;
    - (iii) to report for any period of work on any day, that is not a scheduled work day, with a minimum payment of four (4) hours.
- CAD 5.03 Section 4.02(a)(ii) shall not apply where an employee on being called in not more than one (1) hour prior to the employee's regular period of work, is given compensating time therefore at the end of that period of work or where the employee attends any training course of two (2) days or more and where the employee is provided with full subsistence.



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### WORK SCHEDULES

- CAD 5.04 (a) In work locations requiring a work schedule the following arrangements shall prevail:

General Shift Schedule:

- (i) Schedules shall cover a seven (7) day period on any day of the week and shall be posted no later than 4:00 p.m. fifteen (15) days prior to the beginning of the period for which the schedule is intended. Rest days in General Shift Schedules shall be consecutive.

Platoon Schedule:

- (ii) Schedules shall cover a twenty-eight (28) day period and shall be posted no later than 4:00 p.m. fifteen (15) days prior to the beginning of the period for which the schedule is intended.

Rest days shall be consecutive except in the one shift in a twenty-eight (28) day period where split rest days are required to arrange the platoon schedule.

- (b) It is the intention to keep changes in shifts and work schedules to a minimum and, therefore, it is agreed that schedules shall be planned so that employees are not required to change shifts between rest periods while on a platoon schedule or between shift changes while on a general shift schedule. Exceptions to the foregoing are permitted only under the following conditions:

- (i) circumstances beyond the Employer's control requiring a shift change;
- (ii) in a situation of emergency where an unusual or unexpected situation occurs;
- (iii) if agreed upon between the employee and the Employer;
- (iv) the employee has been notified before 4:00 p.m. six (6) days prior to the change, provided such notification changes the employee's entire shift between rest periods;

In all other cases, the employee shall be paid time and one-half for the first day worked on the amended schedule.

- (c) Except in circumstances beyond the Employer's control, the Employer shall not schedule the commencement of a shift within eight (8) hours of the completion of the employee's previous shift provided, however that if an employee is required to work before the eight (8) hours have elapsed the employee shall be paid time and one-half the hourly rate for those hours that fall within the eight (8) hour period.

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### COMPRESSED WORK WEEK

- CAD 5.05 It is understood that other arrangements regarding hours of work and overtime may be entered into between the Commissioner and the Association with respect to compressed work weeks. It is understood that the provisions of a compressed work week agreement are subject to the grievance procedure under this Memorandum.

### ARTICLE CAD 6- SHORT TERM SICKNESS PLAN

- CAD 6.01 Cadets who work a minimum of forty (40) hours per week shall earn attendance credits of one and one quarter (1 1/4) days for each calendar month of full attendance. Attendance credits shall be used for protection purposes only in the event that an employee is unable to attend to his or her official duties by reason of injury or illness.
- CAD 6.02 After five (5) days of absence caused by sickness, no leave with pay shall be allowed unless a certificate of a legally qualified medical practitioner is forwarded to the cadet's supervisor certifying that the cadet is unable to attend to his or her official duties.
- CAD 6.03 Notwithstanding other sections, the Commissioner or his or her designee may require a cadet to submit a medical certificate for a period of absence of less than five (5) days. The cost of the certificate requested shall be borne by the employer.
- CAD 6.04 Accumulated attendance credits may not be carried over by the cadet should he or she become a member.

### ARTICLE CAD 7 - LEAVES OF ABSENCE

#### BEREAVEMENT LEAVE

- CAD 7.01.01 An employee shall be allowed up to three (3) days leave-of-absence with pay in the event of the death of his or her spouse, common-law spouse, same-sex spouse, mother, father, stepmother, stepfather, mother-in-law, father-in-law, son, daughter, son-in-law, daughter-in-law, stepson, stepdaughter, brother, sister, stepbrother, stepsister, brother-in-law, sister-in-law, ward, guardians, step-grandparents, step-grandchildren, grandchildren and the grandparents of the employee and spouse.
- CAD 7.01.02 An employee shall be allowed one (1) day leave of absence with pay in the event of the death of his or her aunt, uncle, niece or nephew.

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CAD 7.01.03 Bereavement leave will not be pro-rated for an employee in a Compressed Work Week arrangement.

### PREGNANCY LEAVE

CAD 7.02 The Commissioner shall grant leave-of-absence without pay to a pregnant cadet who has served at least thirteen (13) weeks before the expected birth date including service as a Crown employee, as an employee of a Police force which is amalgamated with the OPP or as an employee in the First Nations Police force immediately prior to appointment to the public service the pregnancy leave granted to cadets will be in accordance with the provisions of the Employment Standards Act. Pregnancy leave shall be granted for up to seventeen (17) weeks and may begin no earlier than seventeen (17) weeks before the expected birth date.

### PARENTAL LEAVE

CAD 7.03 The Commissioner shall grant leave-of-absence without pay to an employee who has served at least thirteen (13) weeks including service as a Crown employee, as an employee of a Police force which is amalgamated with the OPP or as an employee in the First National Police force immediately prior to the employee's appointment to the public service and who is a parent of a child following  
(i) the birth of the child; or  
(ii) the coming of the child in the custody, care and control of a parent for the first time.  
The leave of absence shall be in accordance with the provisions of the Employment Standards Act.

### WORKPLACE SAFETY AND INSURANCE

CAD 7.04 Where an employee is absent by reason of an injury or an industrial disease for which a claim is made under the Workplace Safety and Insurance Act, 1997, the provisions of the Act will apply.

## ARTICLE CAD 8 - COURT WITNESS

CAD 8.01 Where a cadet receives an official notice and is required by the employer to serve as a witness for an OPP related matter incurred in the carrying out of the cadet's duties on behalf of the OPP, the employee will identify the date(s) required to attend. The supervisor will schedule the cadet to attend as part of the cadet's regular working schedule.

CAD 8.02 In the event that such court dates(s) occurs after the cadet has ceased to be an employee, payments for attendance at court will be at the same rate as he/she would have received while employed as a cadet.

## **OPPA UNIFORM MEMORANDUM OF UNDERSTANDING**

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### **ARTICLE CAD 9 - VACATIONS AND VACATION CREDITS**

CAD 9.01 Four (4) percent of gross pay shall be added to the cadet's regular pay in lieu of vacation leave with pay.

### **ARTICLE CAD 10 - STATUTORY HOLIDAYS**

CAD 10.01 Four (4) percent of gross pay, not including vacation pay, shall be added to the cadet's regular pay to compensate for the holidays as defined in ARTICLE 14, 14.1, "Statutory Holidays" of the OPPA Memorandum of Understanding. When the cadet is required to work on any of these holidays, he or she shall be paid one and one-half (1½) times the cadet basic hourly rate for all hours worked in addition to the four (4) percent.

### **ARTICLE CAD 11 - ENTITLEMENT OF DEATH**

CAD 11.01 Where an employee who has served more than six (6) months dies, there shall be paid to the deceased employee's personal representative or, if there is no personal representative, to such person as the Employer determines, the sum of:

- (a) any regular salary due;
- (b) one-twelfth (1/12) of the deceased employee's annual salary; and
- (c) the deceased employee's overtime credits that have accrued.

CAD 11.02 (a) The surviving spouse or dependents of the deceased employee may be paid up to one thousand five hundred dollars (\$1,500.00) of the above without the prior consent of the Provincial Treasurer.

(b) Any indebtedness to the Crown on the part of the deceased member, must be deducted from the above entitlement before payment is made.

(c) All net payments are subject to income tax.

### **ARTICLE CAD 12 - UNIFORM AND EQUIPMENT ISSUE**

CAD 12.01 The issuing of uniforms and equipment necessary for the performance of duty will be upon the same basis as in effect for employees covered by the OPPA Memorandum of Understanding.

CAD 12.02 Uniform or civilian clothing soiled in performing duties under conditions not normally encountered shall be cleaned at the expense of the Employer on authorization by an employee's supervisor.

### **ARTICLE CAD 13 - NOTICE OF TRANSFER**

CAD 13.01 Whenever possible, an employee shall receive at least sixty (60) days prior written notice of the date the transfer within the Ministry is to take effect.

## OPPA UNIFORM MEMORANDUM OF UNDERSTANDING

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### ARTICLE CAD 14 - TEMPORARY POSTINGS

#### DEFINITION

CAD 14.01 Temporary posting means the transfer of an employee from the employee's regular posting to another posting, on a temporary basis for a period in excess of one week(7 days), the conditions of which preclude the employee from claiming full living and traveling expenses for the duration of the temporary posting.

#### LIVING EXPENSES

CAD 14.02 In each instance of temporary posting, the employer shall be entitled to full living expenses while establishing necessary and suitable accommodation, but in no case shall this entitlement be for a period in excess of seven (7) consecutive days.

#### ACCOMMODATION

CAD 14.03 The Regional or Bureau Commander shall be responsible for establishing an equitable per diem allowance for each employee during temporary posting governed by the prevailing rates in the area for:

- (a) meals, if accommodation is supplied at OPP. or municipal expense; and
- (b) boarding house rates prevailing in the area, if no accommodation is supplied; or
- (c) room and meals if no boarding house accommodation is available.

CAD 14.04 It will be necessary for the Regional or Bureau Commander to establish the per diem allowance in each area prior to posting the employee.

CAD 14.05 The notice of temporary posting sent to the employee by the Regional or Bureau Commander shall state whether or not accommodation is being supplied and the per diem allowance to which the employee is entitled. Accommodation for employees during temporary postings shall, to the extent possible, be such as will adequately meet the needs of the OPP. and the employees involved.

#### TRAVEL ALLOWANCE

CAD 14.06 Travel shall be by the means which in accordance with Government policy, management deems to be most economical and direct, including, where the circumstances so warrant the use of personally-owned automobiles.

## OPPA UNIFORM MEMORANDUM OF UNDERSTANDING

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- CAD 14.07 Each employee on temporary posting shall be entitled to claim travel allowances as follows:
- (a) to the posting at commencement of duties;
  - (b) to and from the employee's regular posting
    - (i) once each week for a distance of 0-200 kilometers;
    - (ii) once every two (2) weeks for distances of 201-400 kilometers;
    - (iii) once every three (3) weeks for distance of 401 kilometers or over; and
  - (c) return to the employee's regular posting at cessation of duties.

### SPECIAL CONSIDERATION

- CAD 14.08 Conditions may exist in an instance of temporary posting which will require special consideration in which case the matter shall be forwarded to the Bureau Commander Organizational Development Bureau, for consideration and approval.

### ARTICLE CAD 15 - PERSONNEL FILE

- CAD 15.01 Once a year, upon written request, the Commissioner or the Commissioner's designee shall grant a cadet permission to examine the cadet's own personnel file 291-00 at the location where it is maintained.

If it is determined, upon the basis of evidence supplied by the cadet, that any material contained in the file is incorrect, such material shall be corrected accordingly.

A cadet shall be permitted to examine his/her file during off duty hours and shall do so at his/her own personal expense.

### ARTICLE CAD 16 - CADET PAY -IN-LIEU OF BENEFITS

- CAD 16.01 All Cadets shall, upon completion of one (1) month of continuous service, receive in lieu of all employee benefits listed in this Memorandum, save and except holiday and vacation pay, an amount equal to six (6) percent of their basic hourly wage rate for all hours worked exclusive of overtime and other premium payments.

### ARTICLE CAD 17 - INFORMAL DISCIPLINARY PROCEDURE

- CAD 17.01 Where a Regional or Bureau Commander or designee determines that informal discipline may be appropriate, the member shall be notified in writing of a time and date for a meeting with the Regional or Bureau Commander or designee.

## **OPPA UNIFORM MEMORANDUM OF UNDERSTANDING**

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CAD 17.02 The members shall have the option of being accompanied by an Association representative if the member so requests. The Association representative must be available in a reasonable time to attend the meeting.

CAD 17.03 If the member opts to have an Association representative present, if the time spent in such a meeting shall be with no loss of pay for the Association representative provided the representative is on duty at the time of the meeting. The time spent in such a meeting shall be with pay, for the member.

### **ARTICLE 18 – TERMINATION OF CADET**

CAD 18.01 Where a Cadet has not been offered and accepted employment as a Constable with the OPP, the Cadet shall be terminated from the unclassified service two years after his/her entrance into the unclassified service under the Cadet Program.

CAD 18.02 A Cadet can be terminated for cause at any time within the two year Cadet Program.

### **ARTICLE 19 – TRANSITION TO OPP POLICE ACADEMY**

CAD 19.01 During the period where a Cadet has completed the Cadet Program and has been offered and accepted employment as a Constable with the OPP, but is waiting to start the next available session of the OPP Police Academy, he/she shall remain on an unclassified contract and will be paid at the Cadet rate.

CAD 19.02 If the Cadet fails to attend at the next available session of the OPP Police Academy, to which he/she has been scheduled, the Cadet will be terminated from the unclassified service.

### **ARTICLE CAD 20 - CONTINUOUS SERVICE**

CAD 20.01 In the event of a cadet becoming a regular member of the force, length of "continuous service" shall be calculated in accordance with Article 13.10 of the OPPA Memorandum of Understanding.

**OPPA UNIFORM MEMORANDUM OF UNDERSTANDING**

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**APPENDIX "A" TO SCHEDULE VI**

**CADET SALARY SCHEDULE**

**JANUARY 1, 2003 to DECEMBER 31, 2005**

<b>RANK</b>	<b>ANNUAL 2003</b>	<b>ANNUAL 2004</b>	<b>ANNUAL 2005</b>
Cadet	\$27,618	\$28,585	\$29,585



## OPPA UNIFORM MEMORANDUM OF UNDERSTANDING

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### LETTERS OF INTENT

No.1

May 3, 1979

Ontario Provincial Police Association  
119 Ferris Lane  
BARRIE, Ontario

Attention: Mr. D.F. MacDonald

Dear Sir:

This will confirm the understanding between the parties with respect to the Memorandum of Understanding effective April 1, 1979, although not forming a part thereof, that the Association will be consulted if changes are contemplated in plans or allowances which have not been negotiated but which, nevertheless, are applicable to employees covered by this agreement.

Where it is practicable to do so, the contemplated changes will not be made applicable to employees until the current agreement has expired, unless the parties otherwise agree.

J.R. Scott  
On behalf of  
PROVINCE OF ONTARIO

## OPPA UNIFORM MEMORANDUM OF UNDERSTANDING

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### LETTERS OF INTENT

No. 2

June 26, 2000

Ontario Provincial Police Association  
119 Ferris Lane  
BARRIE, Ontario

Attention: Mr. B. Adkin

Dear Sir:

This will confirm the understanding between the parties with respect to the Memorandum of Understanding effective April 1, 1979, although not forming a part thereof, that notwithstanding the provisions of Section 9.05(b) and (c) of the Memorandum of Understanding, where an employee is absent from duty due to injuries arising from the malicious action or negligence of a third party and the he elects to receive benefits from the Workplace Safety and Insurance Board for such injuries, his salary shall continue to be paid without loss of credits for a period not exceeding one year. This period may be continuous or an accumulation of several absences.

S. Crawford  
On behalf of  
PROVINCE OF ONTARIO

## OPPA UNIFORM MEMORANDUM OF UNDERSTANDING

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### LETTERS OF INTENT

No. 3

May 3, 1979

Ontario Provincial Police Association  
119 Ferris Lane  
BARRIE, Ontario

Attention: Mr. D.F. MacDonald

Dear Sir:

This will confirm the understanding between the parties with respect to the Memorandum of Understanding effective April 1, 1979, although not forming a part thereof, concerning Christmas and New Year's holiday period.

Except as otherwise provided herein, and notwithstanding any provision of the Memorandum of Understanding, a separate shift schedule shall be arranged covering the Christmas Day, Boxing Day and New Year's Day holiday period, which provides that one-half, or as close to one-half as is practicable, of the employees in each work location shall receive seven consecutive days off including Christmas Eve, Christmas Day and Boxing Day, and the other one-half, or the remainder of the members in each work location, shall receive seven consecutive days off including New Year's Eve and New Year's Day.

The seven consecutive days off shall consist of four weekly days of rest and three statutory holidays (Christmas Day, Boxing Day and New Year's Day). Those members required to work on Christmas Day, Boxing Day or New Year's Day shall be credited with four hours in the members' overtime bank for each statutory holiday worked.

Except with the mutual agreement of an employee and his supervisor, the separate shift schedule covering this holiday period shall be rotated annually to ensure that employees receiving the Christmas Day and Boxing Day period off in one year, receive the New Year's Day period off in the following year.

Where, due to transfers or assignments, etc., a majority of detachment personnel are entitled through rotation, to the same holiday, the member(s) with the least seniority on the OPP shall change their rotation.

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## OPPA UNIFORM MEMORANDUM OF UNDERSTANDING

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It is not the intention to change any arrangement, presently acceptable to both the member and management, where the member receives both Christmas and New Year's statutory holidays off, but does not take seven consecutive days off.

Examples of such arrangements would be employees who normally work a steady day shift, Monday through Friday and who would normally take the statutory holiday on the day it fell, the Detachment Commanders, Court Officers and officers assigned to the Special Services Division.

J.R. Scott  
On behalf of  
PROVINCE OF ONTARIO

## OPPA UNIFORM MEMORANDUM OF UNDERSTANDING

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### LETTERS OF INTENT

No. 4

June 5, 1984

Ontario Provincial Police Association  
119 Ferris Lane  
Barrie, Ontario

Attention: Mr. J.M. Kingston

Dear Sir:

While specific problems of health and safety are more appropriately resolved by consultation and discussion between the OPPA and OPP Management, this will confirm that general matters of health and safety may be discussed by the Police Negotiating Committee.

Yours very truly,

J.R. Scott  
Assistant Deputy Minister

## OPPA UNIFORM MEMORANDUM OF UNDERSTANDING

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### LETTERS OF INTENT

No. 5

June 10, 1985

Ontario Provincial Police Association  
119 Ferris Lane  
Barrie, Ontario  
L4M 2Y1

Attention: Mr. J.M. Kingston

Dear Sir:

While this letter does not form part of the Memorandum of Understanding, it will serve to confirm the undertaking by the Commissioner to ensure that an NCO, of Sergeant rank or higher, will be on duty in each district covering the 24 hour period in each day.

Yours very truly,

A.N. Chaddock  
Chief Superintendent  
Ontario Provincial Police

## OPPA UNIFORM MEMORANDUM OF UNDERSTANDING

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### LETTERS OF INTENT

No. 6

September 16, 1994

Mr. Robert Hunter  
Chief Executive Officer  
Ontario Provincial Police Association  
119 Ferris Lane  
Barrie, Ontario  
L4N 2Y1

Dear Mr. Hunter:

This will confirm our understanding that on proclamation of the *Budget Measures Act*, pension negotiability will be permitted pursuant to s. 26 of the *Public Service Act*.

It is also understood that the Government and the OPPA will continue discussions/negotiations on the status and governance of the PSPP on proclamation of the *Budget Measures Act*.

Yours truly,

Angelo Pesce  
Chief Negotiator  
Negotiations Secretariat  
Management Board Secretariat

Agreed on behalf of the OPPA:

\_\_\_\_\_  
Robert Hunter, CEO

## OPPA UNIFORM MEMORANDUM OF UNDERSTANDING

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### LETTERS OF INTENT

No.7

May 6, 2003

Ontario Provincial Police Association  
119 Ferris Lane  
Barrie, Ontario  
L4M 2Y1

Attention: Mr. B Adkin, President

Dear Sir:

#### **RE: VACATION ENTITLEMENT PAYOUT**

This will confirm the understanding between the parties with respect to the Memorandum of Understanding effective January 1, 2003, although not forming a part thereof, regarding payout of vacation entitlement.

Vacation entitlement payout under Article 13.07(e) will be made no later than December 31 of the same year, provided that all information regarding employee requests is received by CORPAY by the third week in November.

Yours very truly,

M. Migus  
Lead Negotiator  
Corporate Labour Relations/Negotiations Secretariat



## OPPA UNIFORM MEMORANDUM OF UNDERSTANDING

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### LETTERS OF INTENT

No. 8

Corporate Labour Relations  
Negotiations Secretariat  
Frost Bldg South, Rm 340  
Toronto, Ontario  
M7A 1Z5  
Fax : 325-1483  
Tele : 325-5046

July 21, 1997

Mr. Brian Adkin  
President  
Ontario Provincial Police Association  
119 Ferris Lane  
Barrie, Ontario  
L4M 2Y1

Dear Mr. Adkin :

**Re : Letter of Intent**

While this letter does not form part of the Memorandum of Understanding, it will serve to confirm that the term "surplus employees" as found in the 1996 Relocation Expense Directive 4-2 refers to employees who have been issued notice of layoff.

Sincerely,

Laurie Oudyk  
Corporate Staff Relations Officer  
Negotiations Secretariat, MBS

## OPPA UNIFORM MEMORANDUM OF UNDERSTANDING

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### LETTERS OF INTENT

No. 9

May 6, 2003

Ontario Provincial Police Association  
119 Ferris Lane  
Barrie, Ontario  
L4M 2Y1

Attention: Mr. B. Adkin, President

Dear Sir:

#### **RE: PUBLIC SERVICE PENSION PLAN VALUATION**

This will confirm the understanding between the parties with respect to the Memorandum of Understanding effective January 1, 2003, although not forming a part thereof, regarding pension benefits/entitlements for employees represented by the O.P.P.A.

In recognition of market instability, the need to accurately quantify the surplus and the uncertainty with respect to the financial pressures on the Public Service Pension Plan (PSPP), the parties agree to defer negotiations around further pension improvements until the tri-ennial valuation of the PSPP is received. The period covered by the valuation is the period ending December 31, 2002. At that time, the Employer will negotiate with the O.P.P.A. with respect to the feasibility of any additional benefit/entitlement changes.

Yours truly,

Michele Migus  
Lead Negotiator  
Corporate Labour Relations/Negotiations Secretariat

## OPPA UNIFORM MEMORANDUM OF UNDERSTANDING

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No. 10

May 6, 2003

Ontario Provincial Police Association  
119 Ferris Lane  
Barrie, Ontario  
L4M 2Y1

Attention: Mr. B. Adkin, President

Dear Sir:

### **RE: ENHANCED BENEFIT PACKAGE FOR O.P.P.A. MEMBERS**

This will acknowledge the O.P.P.A.'s commitment and contribution toward enhancing the benefit package for its members.

The employer has agreed to the enhanced benefits package in recognition of the O.P.P.A. having agreed to measures which include the following:

- the elimination of the Senior Constable rank; and
- with the exception of pensions and insured benefit entitlements, the elimination of rights to O.P.P.A. representation for civilians if temporarily assigned to non-bargaining unit positions for a period of more than 30 days.

The employer also recognizes the O.P.P.A.'s carriage of member grievances as a contribution toward this benefit package.

I am pleased that we have been able to reach this mutually beneficial agreement.

Yours truly,

Michele Migus  
Lead Negotiator  
Corporate Labour Relations/Negotiations Secretariat