

**OPPA UNIFORM COLLECTIVE AGREEMENT**

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**OPPA  
UNIFORM COLLECTIVE AGREEMENT**

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, 2009 to December 31, 2011

**06722 (15)**

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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 of Ontario Act, 2006* and *Ontario Provincial Police Collective Bargaining Act* or matters arising under this Collective Agreement for all employees of the Employer classified as Cadets, Recruit Constables, Probationary Constables, Constables, Sergeants, Staff Sergeants, and Sergeants Major.

For the purpose of this Collective Agreement, 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 Collective Agreement or their representatives because employees are, or are not, members of the Association, or because such employees exercise a right under the Collective Agreement.

### 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 Collective Agreement, the singular shall include the plural.

1.05 The term "OPP" whenever herein used shall mean the Ontario Provincial Police.

1.06 "Association" means the Ontario Provincial Police Association.

1.07 The term "regular employee" herein used shall mean a public servant appointed under section 32 of the *Public Service of Ontario Act, 2006* other than for a fixed term.

1.08 The term "regular service" herein used shall mean the part of the public service composed of regular employees.

1.09 The term "fixed term employee" herein used shall mean a public servant appointed under Part III of the *Public Service of Ontario Act, 2006* for a fixed term.



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- 1.10 The term “fixed term service” herein used shall mean the part of the public service composed of fixed term employees.

### ARTICLE 2 - DURATION

- 2.01 The Collective Agreement covers the period from January 1, 2009 until December 31, 2011. The effective date of any provisions under this Collective Agreement shall be the date of ratification, unless otherwise specified herein. This Collective Agreement shall continue in effect until December 31, 2011, and during negotiation or arbitration for its renewal or revision.

- 2.02 Notwithstanding Articles 2.01, 2.02, 5.01 and CAD 4.01, and solely with respect to the issue of across-the-board wage adjustments in Schedule 1 – (A) referenced in Article 5.01 and Appendix “A” to Schedule VI referenced in CAD 4.01, the Association shall have the right to re-open as of January 1, 2011 by delivery of written notice to the Employer no later than September 30, 2010.

If the Association exercises its right to re-open pursuant to this Article, the Parties shall meet and discuss wage adjustments. Failing resolution, the Association can rely on the provisions set out in the Ontario Provincial Police Collective Bargaining Act, limited solely to the issue of general across-the-board wage adjustments.

In the absence of the Association exercising its right pursuant to this Article, Articles 5.01, Schedule 1 – (A), CAD 4.01, and Appendix “A” to Schedule VI, shall remain in full force and effect until December 31, 2011.

- 2.03 Notwithstanding Articles 2.01, 2.02 and the transfer agreement between the Parties dated December 23, 2008 (“the transfer agreement”), and solely with respect to the issue of the Employer’s contributions in Articles 8 and 9 of the transfer agreement, paid to the Association in trust for all the benefits outlined in the transfer agreement, the Association shall have the right to re-open as of January 1, 2011 by delivery of written notice to the Employer no later than September 30, 2010.

If the Association exercises its right to re-open pursuant to this Article, the Parties shall meet and discuss the Employer’s contributions in Articles 8 and 9 of the transfer agreement. Failing resolution, the Association can rely on the provisions set out in the Ontario Provincial Police Collective Bargaining Act, limited solely to the issue of the Employer’s contributions in Articles 8 and 9 of the transfer agreement.

In the absence of the Association exercising its right pursuant to this Article, Articles 8 and 9 of the transfer agreement shall remain in full force and effect until December 31, 2011.

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- 2.04 If the Association exercises its right to re-open pursuant to both 2.02 and 2.03, the Parties shall meet and discuss both wage adjustments and the Employer's contributions in Articles 8 and 9 of the transfer agreement. Failing resolution, the Association can rely on the provisions set out in the *Ontario Provincial Police Collective Bargaining Act*, limited solely to the issue of the wage adjustments and the Employer's contributions in Articles 8 and 9 of the transfer agreement.

### 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 of Ontario Act, 2006* and *Ontario Provincial Police Collective Bargaining Act* or matters arising under this Collective Agreement shall continue to be conducted through the Ontario Provincial Police Negotiating Committee pursuant to the *Ontario Provincial Police Collective Bargaining Act*. Any such matters not resolved by negotiation may be submitted to the Arbitration Board.
- 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) "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.
- (b) "Grievance" means a dispute between the parties made in writing, concerning a working condition or term of employment which is applicable to employees covered by this Collective Agreement and which is set out in the Collective Agreement, the Regulations and Directives under the *Public Service of Ontario Act, 2006*, the *Police Services Act*, the *Ontario Human Rights Code* or Management Board of Cabinet or Public Service Commission Directives and Guidelines. Matters that arise pursuant to the *Police Services Act* and the Code of Offences there under, other than a working condition or term of employment, shall not be the subject of a grievance under this Collective Agreement.
- (c) "Grievor" means an employee, who has been continuously employed for six (6) months, who has a grievance. Probationary employees cannot grieve their dismissal or release of employment.

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### 4.02 SINGLE MEDIATOR/ARBITRATOR

The parties agree that any disputes proceeding to mediation/arbitration shall be adjudicated by a single mediator/arbitrator who is jointly appointed and agreed to by the parties.

### PROCEDURE

4.03 Questions arising between the OPP and the OPP Association concerning interpretations of the Collective Agreement will be initially referred to the designated representative of the OPP and the President/CEO of the OPP Association or his or her designee, who will attempt to resolve such questions. If the representatives are unable to satisfactorily resolve the matter, it may be dealt with as a 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 fifteen (15) days of first becoming aware of the complaint.

(b) When the complaint cannot be resolved by the employee's supervisor within ten (10) days of the discussion, the complaint shall be discussed with the Detachment Commander or the Section Manager, as applicable.

(c) Failing resolution under (b) herein, and within ten (10) further days, the employee may file a grievance in writing through the Association to his/her Regional or Bureau Commander with a copy to his/her Detachment Commander or Section Manager (as applicable).

(d) The Regional or Bureau Commander shall hold a meeting with the Association within fifteen (15) days of receipt of the grievance and shall give his/her decision in writing, with a copy to the Detachment or Section Manager (as applicable), within ten (10) days of the meeting.

(e) The written grievance shall specify the section or sections of the Collective Agreement, Regulations and Directives under the *Public Service of Ontario Act, 2006*, the *Police Services Act*, the *Ontario Human Rights Code*, or Management Board of Cabinet or Public Service Commission Directives and Guidelines that is alleged to have been violated or misapplied.

(f) If the Association is not satisfied with the reply of the individual specified in (d) above, the Association may forward the grievance to the Commissioner or the Commissioner's designee within twenty (20) days of the date of reply in (d) above. The Commissioner or the Commissioner's designee shall give the Association the decision in writing within twenty (20) days of receipt of the grievance.

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- (g) If the matter is still unresolved, the grievance may be forwarded to mediation/arbitration in accordance with this Article.

### TIME LIMITS

- 4.06 (a) In this Article, days shall include all days exclusive of Saturdays, Sundays and statutory holidays.

- (b) At any stage of the grievance procedure, the time limits imposed upon either party may be extended by mutual agreement.

- 4.07 (a) The provisions of this Section shall apply to a grievance concerning the interpretation, application, administration or alleged violation of this Collective Agreement including whether or not the matter may be entertained by the mediator/arbitrator 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 mediator/arbitrator 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) Mediation/arbitration shall be conducted as soon as practicable by an agreed upon mediator/arbitrator.

- (i) The mediator/arbitrator shall not be authorized to alter, modify or amend any part of the terms of this Collective Agreement.

- (ii) The decision of the mediator/arbitrator in respect of the hearing shall be communicated in writing within sixty (60) days of the conclusion of the hearing to the Association representative and the employer representative.

- (iii) The determination of a grievance by the mediator/arbitrator pursuant to the terms of this Collective Agreement is final.

- 4.08 Each party shall pay one-half the fees and expenses of the arbitrator/mediator.

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

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### POLICY GRIEVANCE

- 4.09 Where any difference between the Employer and the Association arises from the interpretation, application administration or alleged contravention of the Collective Agreement the Association shall be entitled to file a policy grievance with the Commissioner or the Commissioner's designee 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.
- 4.10 The Commissioner or the Commissioner's designee shall give the Association a decision in writing within sixty (60) days of receipt of the policy grievance. If the matter is still unresolved, the policy grievance may be forwarded to mediation/arbitration in accordance with this Article.

### ARTICLE 5 - SALARIES

- 5.01 The Employer agrees to pay and the Association agrees to accept for the term of this Collective Agreement 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 Public 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 twelve (12) 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.
- (c) An employee who has successfully completed the duties of a designated position or positions in an acting capacity for a period of eighteen (18) months, which eighteen (18) months may occur in any twenty-four (24)

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month period shall be confirmed in the rank in which the employee was acting.

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.

### SHIFT PREMIUM

- 5.05 (a) Effective January 1<sup>st</sup>, 2009, a shift premium of eighty-eight (88) cents per hour shall be paid for all hours worked at or after 4:00 p.m. and before 5:00 a.m.

Effective January 1<sup>st</sup>, 2010, a shift premium of ninety-three (93) cents per hour shall be paid for all hours worked at or after 4:00 p.m. and before 5:00 a.m.

Effective January 1<sup>st</sup>, 2011, a shift premium of ninety-eight (98) 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;

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- (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 when an employee is required:
- (i) to perform overtime immediately following a scheduled work period at the rate of one and a half (1-1/2) times the employee's rate of salary;
  - (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 to be paid at the rate of one and a half (1-1/2) times the employee's rate of salary;
  - (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 to be paid at the rate of one and a half (1-1/2) times the employee's rate of salary;
  - (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 to be paid at the rate of one and a half (1-1/2) times the employee's rate of salary.
- 6.02 (b) Where an employee is required to attend court between scheduled work periods ending at 3:00 a.m. or thereafter, he/she shall receive overtime at the rate of one and one-half (1 ½) times the hourly rate during their court appearance. In order to ensure the welfare of the member subsequent to such court appearance, he/she shall be entitled to eight (8) consecutive rest hours before returning to his/her next regular scheduled shift. Such rest hours shall not result in the deduction or forfeiture of any credits to the employee.

If for operational purposes the employee is required by supervision to attend work prior to completion of the eight (8) consecutive rest hours, he/she shall be compensated at the rate of two (2) times the regular hourly rate for any of the eight (8) rest hours otherwise worked.

- (c) 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.

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*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 Collective Agreement where such failure is due to reasons beyond the control of the employer.

- (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.



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- (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 minimum 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. 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.

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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

- 6.06.01(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 Collective Agreement.
- (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.
- (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.

### COACH OFFICER PAY

- 6.06.02 A Coach Officer who trains a Probationary Constable shall receive an entitlement of 2% of the First Class Constable rate for the period of time during which they are assigned such duties.

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The Coach Officer Pay will be considered as base salary 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.

This entitlement shall not be compounded with the Provincial Responsibility Incentive.

### 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 Collective Agreement.

### NON-PYRAMIDING

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

## 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 a long term disability plan provided by the Association 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.

## 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.

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### 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 total and permanent disability that entitles him or her to a pension or payment under the *Public Service Pension Plan*,  
or
- (c) dismissal for certain reasons under Section 39 of the *Public Service of Ontario Act, 2006*,

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.

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 total and permanent disability that entitles him or her to a pension or payment under the *Public Service Pension Plan*,  
or
  - (iii) dismissal for certain reasons under Section 39 of the *Public Service of Ontario Act, 2006*,

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

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- (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 under Section 34 of the *Public Service of Ontario Act, 2006*, or
  - (ii) abandonment of position under Section 42 of the *Public Service of Ontario Act, 2006*,in an amount equal to one (1) week of salary for each year of continuous service.

8.04.01 An employee appointed to the regular service between May 1, 1979 and December 31, 2008 shall be entitled to the benefits described under this Article.

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 total and permanent disability that entitles him or her to a pension or payment under the Public Service Pension Planor
  - (iii) dismissal for certain reasons under Section 39 of the *Public Service of Ontario Act, 2006*, 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 under Section 34 of the *Public Service of Ontario Act, 2006*, or
  - (ii) abandonment of position under Section 42 of the *Public Service of Ontario Act, 2006*

is entitled to severance pay equal to one (1) week of salary for each year of continuous service commencing from May 1, 1979.

Notwithstanding Article 8.04.01, an employee who voluntarily resigns is only entitled to termination payments for services accrued up to December 31, 2008.

8.04.02 An employee appointed to the regular service on or after January 1, 2009 shall be entitled to the benefits described under this Article.

An employee,

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- (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 total and permanent disability that entitles him or her to a pension or payment under the Public Service Pension Plan,or
  - (iii) dismissal for certain reasons under Section 39 of the Public Service of Ontario Act, 2006
  
- (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 under Section 34 of the *Public Service of Ontario Act, 2006*,
  - (ii) abandonment of position under Section 42 of the *Public Service of Ontario Act, 2006*, or
  - (iii) a voluntary resignation under Section 41 of the *Public Service of Ontario Act, 2006*. A voluntary resignation does not include a retirement if the employee ceases employment and is entitled to a pension, other than a disability pension, under the Public Service Pension Plan immediately after retiring

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 in respect of accumulated attendance credits, severance pay, or both, to an employee appointed to the regular service on or before December 31, 2008 shall not exceed one-half (26 weeks) of the annual salary at the date when the employee ceased to be an employee pursuant to Article 8.04.01(a).
- (b) The total of the amount paid in respect of accumulated attendance credits, severance pay, or both, to an employee appointed to the regular service on or after January 1, 2009 shall not exceed one-quarter (13 weeks) of the annual salary at the date when the employee ceased to be an employee.
- (c) 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.
- (d) Where a computation for severance pay involves part of a year, the computation of that part shall be made on a monthly basis, and



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- (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 of Ontario Act, 2006, Part V*)
- (b) Layoff (Article 29)
- (c) Educational Leave (*Public Service of Ontario Act, 2006, Public Service Commission Directive on HR Administration, sections 14 and 15*).

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.

### 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, guardians, 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.

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### 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 four (4) 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. And further, leave of absence requests shall not be unreasonably denied.
- (b) Any denial of such leave-of-absence request may be appealed to the Provincial Commander, Corporate Services, or designee.
- (c) Leave-of-absence without pay and without accumulation of credits may be granted to an employee by the Commissioner.
- (d) 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.
- (e) No employee shall be absent from duty on a leave-of-absence provided for in sub-sections 9.02(c) and 9.02(d) unless the employee previously obtained the authorization required by this sub-section.
- (f) 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.

### 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 regular 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.

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- 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 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).
- 9.03.06 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.
- 9.03.07 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.
- 9.03.08 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
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the child unless the employee chooses to end the leave earlier and submits a certificate from a legally qualified medical practitioner.

9.03.09 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.

9.03.10 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 regular service. The leave of absence shall be in accordance with the provisions of the *Employment Standards Act, 2000*.

Every member eligible for a parental leave of absence must provide written notice to their Supervisor not less than six (6) weeks prior to the anticipated commencement of such leave. This notice period may be waived in extenuating circumstances and does not supersede Section 48 of the *Employment Standards Act, 2000*.

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.

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- 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 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.
- 9.04.08 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.
- 9.04.09 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,
  - (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.
- 9.04.10 Under Article 9.04.09, 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.
- 9.04.11 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.
- 9.04.12 In accordance with Article 9.04.09 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.

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9.04.13 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.

9.04.14 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.

(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%).

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### 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.
- 10.02
- (a) An employee attending court as a result of on-duty conduct, excluding a hearing convened pursuant to the *Police Services Act*, and the conduct is in relation to the performance of their duties as an employee, the employee shall be deemed to be on-duty for pay purposes.
  - (b) The employee's Regional or Bureau Commander shall determine whether the employee is on-duty for pay purposes. An employee may appeal that decision to the Regional or Bureau Commander's respective Provincial Commander.
  - (c) When the Employer directs an employee to attend a *Police Services Act* hearing, the employee shall be deemed to be on-duty for pay purposes.

### 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 Canadian Forces Reserve training.
- 11.04 An employee granted a leave of absence pursuant to the Article 11.03 shall accrue credits during such leave.

### 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 to 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.

- 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.
- 12.03 A leave-of-absence with pay shall be granted to seven (7) employees to assume full-time duties as members of the Board of Directors and President of the Association. Their salaries will be determined by the Association in consultation with the Employer 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 of the Board of Directors and the President, and all other benefits applicable to the employees placed on leave shall apply. The Association will reimburse the Government of Ontario the difference between the salary, pension contributions and premiums for their insurance and benefits plans of the Board of Directors and President of the Association and their OPP rank/classification salary, pension contributions and premiums for their insurance and benefit plans.
- 12.04 For clarity, the seven (7) employees identified in the 12.03 shall be a combined total of uniform and civilian members.



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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 (a) Effective January 1, 2009, employees who have completed six (6) months of service are entitled to annual vacation as follows:
- (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 upon completion of eight (8) years of continuous service.
  - (iii) Two and one-twelfth (2-1/12) days per month upon completion of fifteen (15) years of continuous service.
  - (iv) Two and one-half (2-1/2) days per month upon completion of twenty-four (24) years of continuous service.
  - (v) Two and eleven-twelfths (2-11/12) days per month upon completion of thirty (30) years of 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.
- (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;

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- (c) an Ontario First Nations Police Service;
- (d) the Canadian Forces Military Police;
- (e) the Regular Royal Canadian Mounted Police Service;
- (f) any other Canadian Police Service (effective January 1, 2009)

13.11 No employees shall exceed the maximum vacation entitlement as set out in Article 13.07.

### ARTICLE 14 - STATUTORY HOLIDAYS

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

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

Any other public holiday as proclaimed by the Governor General or Lieutenant Governor.

- 14.02
- (a) Each member shall be credited with ninety-six (96) hours in lieu of the twelve (12) 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.

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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.

- (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.

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- 15.02 (a) The surviving spouse or dependents of the deceased employee may be paid up to two thousand dollars (\$2,000.00) of the above without the prior consent of the Provincial Treasurer.
- (b) Any indebtedness to the Crown on the part of the deceased member, 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 - PLAIN CLOTHES EXPENSE**

- 16.01 Each employee covered by this Collective Agreement, who is required to provide and wear a plain clothes uniform 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, two hundred and fifty dollars (\$1,250.00) per annum, inclusive of dry cleaning, 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.
- 16.02 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 17 - MOTORCYCLE ALLOWANCE**

- 17.01 Employees operating motorcycles shall receive an allowance of two dollars (\$2.00) per day or any part thereof on which they operate a motorcycle.
- 17.02 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.

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### ARTICLE 18 - UNIFORM AND EQUIPMENT ISSUE

- 18.01 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 Collective Agreement.
- 18.02 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.
- 18.03 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 19 - PAID DUTY

- 19.01 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 20 - TRANSFER TO OTHER MINISTRY

- 20.01 On transfer of an employee to another Ministry of the Government of Ontario, the provisions of the *Public Service of Ontario Act, 2006*, Regulations and Directives thereto shall apply.

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### ARTICLE 21 - NOTICE OF TRANSFER

- 21.01 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.
- 21.02 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.
- 21.03 The Employer agrees that for the duration of the current Collective Agreement, prior to any changes to the OPP Uniform Staffing Procedure, the Association will be consulted. The Association shall be given no less than ten (10) days notice prior to any such proposed amendments.

### ARTICLE 22 - TEMPORARY POSTINGS

#### DEFINITION

- 22.01 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

- 22.02 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

- 22.03 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

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- (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.

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

22.05 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

22.06 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.

22.07 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

22.08 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.

22.09 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.



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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.

### ARTICLE 23 - DEDUCTIONS FROM PAY

23.01 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 24 - USE OF EMPLOYER FACILITIES

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

24.02 The Association shall be permitted to install an electronic signage terminal in each detachment/unit in a location approved by the Employer to be used solely for communicating Association related business to its membership, as authorized by Association representatives appointed for the purpose of regulating the content of the information displayed on the terminal. The installation and maintenance of the terminal shall be at the expense of the Association.

### ARTICLE 25 - INFORMATION TO THE ASSOCIATION

25.01 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.

25.02 The Employer shall install a computer terminal at the office of the Association for the dedicated purpose of meeting its obligations under Article 25.01.

### ARTICLE 26 - DEDUCTION OF ASSOCIATION DUES

26.01 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 by electronic deposit on each pay. The Association agrees to indemnify and save the Employer harmless from any liability arising out of the operation of this Article.

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- 26.02 The Consolidated Dues/Fees Report shall continue to be submitted on a monthly basis.
- 26.03 (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.
- 26.04 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.
- 26.05 If a disagreement occurs between the Association and an employee regarding the application of 26.03, the matter will be referred to the OPP Grievance Board for resolution.

### ARTICLE 27 - PERSONNEL FILE

- 27.01 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.

- 27.02 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;

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- (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.

27.03 Notwithstanding 27.02, the Commissioner has the discretion to maintain discipline records for a longer or shorter period of time on an exceptional basis.

### ARTICLE 28 - NEW EMPLOYEES

28.01 The Employer agrees to acquaint all new employees entering the bargaining unit with the fact that this Collective Agreement is in effect, and with the conditions of employment set out in the Articles.

28.02 The Employer agrees to place a current copy of the Collective Agreement in each Detachment Library, in the Police Orders, and on the OPP intranet.

28.03 Commencing August 1st, 2008 and thereafter, the probationary period for a Probationary Constable shall commence upon reporting to his/her assigned detachment/home location after the successful conclusion of the initial period of training as a Recruit Constable at the Provincial Police Academy and the Ontario Police College, and the Probationary Constable shall be on probation for a period of one year from that date.

If a Probationary Constable is absent for a period greater than three (3) consecutive calendar weeks during the probationary period, the Employer may extend the employee's probationary period by the length of that absence. A Probationary Constable will be considered to be absent when the constable is unable to perform the essential duties of a Probationary Constable.

A Recruit Constable may be subject to discipline for conduct occurring during the course of the initial period of training.

The Employer will apply this provision in a manner consistent with the *Workplace Safety and Insurance Act, 1997* or the *Ontario Human Rights Code, 1990*.

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**ARTICLE 29 - LAY OFF AND RECALL**

ADVANCE NOTICE

- 29.01 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.
- 29.02 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

- 29.03 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.

**ARTICLE 30 – NORTHERN NON-RESIDENT ALLOWANCE**

- 30.01 An employee who is stationed at one of the following work locations, and who is a non-resident of that location, shall receive an allowance in accordance with the chart below. For clarity, an employee receiving an incentive described in Article 33 shall not be entitled to an allowance pursuant to this Article.

| <b>Location</b>           | <b>Weekly Rate</b> |
|---------------------------|--------------------|
| Armstrong                 | \$45.00            |
| Atikokan                  | \$37.50            |
| Blind River – East Algoma | \$25.00            |
| Chapleau                  | \$37.50            |
| Cochrane                  | \$25.00            |

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|---------------------------|---------|
| Dryden                    | \$20.00 |
| Ear Falls                 | \$40.00 |
| Elliot Lake – East Algoma | \$25.00 |
| Emo                       | \$25.00 |
| Englehart                 | \$25.00 |
| Espanola                  | \$20.00 |
| Foleyet                   | \$40.00 |
| Fort Frances              | \$20.00 |
| Greenstone                | \$37.50 |
| Gogama                    | \$40.00 |
| Gore Bay                  | \$37.50 |
| Hearst                    | \$37.50 |
| Hornepayne                | \$40.00 |
| Ignace                    | \$40.00 |
| Iroquois Falls            | \$20.00 |
| Kapuskasing               | \$25.00 |
| Kenora                    | \$20.00 |
| Killarney                 | \$40.00 |
| Kirkland Lake             | \$25.00 |
| Little Current            | \$37.50 |
| Manitouwadge              | \$40.00 |
| Manitowaning              | \$37.50 |
| Marathon                  | \$37.50 |
| Matheson                  | \$25.00 |
| Minaki                    | \$37.50 |
| Mindemoya                 | \$37.50 |
| Moosonee                  | \$45.00 |
| Nipigon                   | \$25.00 |
| Noelville                 | \$20.00 |
| NW Patrol                 | \$37.50 |
| Pickle Lake               | \$45.00 |
| Rainy River               | \$37.50 |
| Red Lake                  | \$37.50 |
| Schreiber                 | \$37.50 |
| Shabaqua                  | \$25.00 |
| Sioux Lookout             | \$37.50 |
| Sioux Narrows             | \$37.50 |
| Smooth Rock Falls         | \$37.50 |
| Still River               | \$25.00 |
| Temagami                  | \$25.00 |
| Temiskaming               | \$20.00 |
| Thessalon                 | \$25.00 |
| Upsala                    | \$40.00 |
| Warren                    | \$20.00 |
| Wawa                      | \$25.00 |
| White River               | \$40.00 |

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30.02 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.

### ARTICLE 31 - INFORMAL DISCIPLINARY PROCEDURE

31.01 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.

31.02 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.

31.03 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 32 MUNICIPAL AMALGAMATIONS

32.01 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.

32.02 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.

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**ARTICLE 33 – DURATION POSTINGS**

NORTHERN INCENTIVE COMPENSATION ENHANCEMENT (NICE)

33.01 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 33.08.

33.02 NEWLY ASSIGNED TO DURATION POSTING

33.02 Attraction Incentive – Employees assigned to a Duration Posting with a Term of Two years will qualify for a \$30,000 payment. Employees assigned to a Duration Posting with a Term of Three years will qualify for a \$25,000 payment. Employees assigned to a Duration Posting with a Term of Four years will qualify for a \$15,000 payment. Employees assigned to a Duration Posting with a Term of Five years will qualify for a \$10,000 payment. Employees assigned to a Duration Posting with a Term of Six years will qualify for an \$8,000 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 on an annual basis over the course of their first term in the duration location.

New recruits hired on or after January 1, 2009, whose first assignment is to a Duration Posting, will also receive a one-time payment of two-thousand dollars (\$2000) to, in part, offset travel expenses. This payment will be paid at the beginning of the Duration Term.

33.03 OPTIONS FOR DURATION COMPLETE EMPLOYEES

33.03 Renewal Incentive - Where an employee completes their first duration posting and signs up for a subsequent term at the same duration posting length, the employee will qualify for a Renewal Incentive as follows, based on their duration posting length:

2 year - \$23,600  
3 year - \$24,500  
4 year - \$26,350  
5 year - \$24,925  
6 year - \$19,000

33.03.01 Pro-Rated Renewal Incentive – Employees who are due to become duration complete may renew at the same Duration Posting for any period in full-year increments to a maximum of one year less than the full Duration Posting length. Such employees shall receive an incentive payment of \$15,000 pro-rated by the full Duration Posting length. That prorated amount shall be paid out each year of

## OPPA UNIFORM COLLECTIVE AGREEMENT

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their subsequent Duration Posting term. Employees who wish to renew must provide a minimum of three months written notice and must identify the length of the renewal at that time.

- 33.03.02 A duration complete employee who chooses to transfer out of a Duration Posting, and has identified a minimum of two (2) areas of preference for transfer before becoming duration complete, will be entitled to the Pro-Rated Renewal Incentive until they are transferred. For clarity, employees who are duration complete but do not identify a minimum of two (2) areas of preference for transfer will not be entitled to receive any incentive.
- 33.03.03 Employees who are duration complete may sign up for a subsequent term at the same Duration Posting location and be entitled to apply for the Renewal Incentive pursuant to this article regardless of any change in position or rank during the initial term, or a subsequent term.
- 33.04 Employees assigned to Duration Postings may, at any time, apply for, be assigned to, or be promoted into positions within the same Duration Posting location without any impact on the calculation of the length of time served, or to be served.
- 33.04.01 Employees assigned to Duration Postings may, at any time, apply for a position in a Duration Posting location other than their own. The assignment or promotion into such a position shall be on mutual consent of the Employer and the Employee and shall be contingent upon operational requirements. For clarity, employees moving to another duration posting will not carry over their time accrued in their former duration posting. Employees who change Duration Posting locations and who are not duration complete shall, if they had been receiving a Northern Incentive Compensation Enhancement (NICE) payment, receive a prorated payment only for the time spent in that posting. Employees who change Duration Posting locations, whether they are duration complete or not, shall only be entitled to apply for an Attraction Incentive, and not a Renewal Incentive, for the initial term at the new location.
- 33.05 EMPLOYEES IN A DURATION POSTING AS OF JANUARY 1, 2009
- 33.05.01 Where the length of a Duration Posting in which an employee is working on January 1, 2009, has been reduced, the employee shall have all time served in the posting credited to the new duration. Where an employee's accrued time served exceeds the new length of the Duration Posting, they shall be deemed duration complete and shall be entitled to any outstanding incentives owed to them.
- 33.05.02 Where the length of a Duration Posting in which an employee is working on January 1, 2009, has been extended, the employee shall be required to meet the original length of the posting as required in the 2006-08 MOU to be considered duration complete.



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33.05.03 Where an employee is entitled to receive an installment of their Attraction Incentive after January 1, 2009, and where that incentive has been increased since the date upon which the employee was assigned to the posting, the employee shall be eligible to receive a pro-rated incentive based on the new level of incentive for the remaining time required for the employee to be duration complete.

For employees eligible under this section, their original Attraction Incentive shall be prorated for time served up to December 31, 2008.

33.05.04 Employees working in a Duration Posting as defined in the 2006-2008 MOU that no longer qualifies as such under this agreement, shall continue to receive any and all incentives flowing from the previous MOU until such time as they are duration complete.

### 33.06 GENERAL REQUIREMENTS FOR ALL EMPLOYEES RECEIVING INCENTIVES DESCRIBED IN ARTICLE 33

33.06.01 Employees assigned to Duration Postings are entitled to the applicable incentives providing they reside within the assigned duration posting communities as defined in Article 33.08. Exemptions may be granted if circumstances are such that it is not possible for the employee to reside in a location.

33.06.02 All Duration Posting terms will be extended by the length of any employee requested leaves of absence beyond thirty days.

33.06.03 The Employer retains the right to transfer employees where it is deemed to be in the best interests of the OPP.

33.06.04 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.

33.06.05 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 the Renewal Incentive. The duration term and incentives will commence on the date they apply to re-sign

### IMPLEMENTATION DATE

33.07 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.

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

### 2 YEAR STATUS

33.08.01 Armstrong Pickle Lake  
Moosonee

### 3 YEAR STATUS

33.08.02 Ear Falls Killarney  
Foleyet Manitowadge  
Gogama Upsala  
Hornepayne White River  
Ignace

### 4 YEAR STATUS

33.08.03 Atikokan Mindemoya  
Chapleau Northwest Patrol  
Greenstone Rainy River  
Gore Bay Red Lake  
Hearst Schreiber  
Little Current Sioux Lookout  
Manitowaning Sioux Narrows  
Marathon Smooth Rock Falls  
Minaki

### 5 YEAR STATUS

33.08.04 Blind River Matheson  
Cochrane Nipigon  
Elk Lake Shabaqua  
Elliott Lake Still River  
Emo Temagami  
Englehart Thessalon  
Kapusking Wawa  
Kirkland Lake

### 6 YEAR STATUS

33.08.05 Dryden Kenora  
Espanola Noelville  
Fort Frances Temiskaming Shores  
Iroquois Falls Warren

## OPPA UNIFORM COLLECTIVE AGREEMENT

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- 33.09 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.
- 33.10 RED LAKE, EAR FALLS, SIOUX LOOKOUT AND NORTHWEST PATROL STAFFING
- 33.10.01 Commencing January 1, 2009, employees posted to the detachments of Red Lake, Ear Falls, Sioux Lookout and Northwest Patrol, who spend time providing front line policing support in Pikangikum, Weagamow Lake, Big Trout Lake First Nations, and other locations the parties agree to from time to time, will receive double time credit for that time for the purposes of Article 33.
- 33.10.02 To qualify for the double time credit under 33.10.01, employees shall serve a rotation at one or more of these First Nation locations of no less than six months and no greater than two continuous years.
- 33.10.03 The provisions of Article 22, except as modified by section 33.10.07 below, shall apply to any employee serving a rotation.
- 33.10.04 Employees who receive a double time credit as a result of this agreement and who also receive a NICE payment pursuant to Article 33, shall receive their NICE payments at a rate proportionate to the double time credit earned.
- 33.10.05 Employees who are in receipt of NICE and who become duration complete as a result of the language in 33.10.01, will be entitled to the Renewal Incentive pursuant to Article 33 should they sign up for a subsequent term at the same Duration Posting.
- 33.10.06 The provisions of Article 33.06.01, and specifically the requirement to reside within the assigned Duration Posting community, shall not apply to employees while they are serving a rotation at either of these First Nation locations.
- 33.10.07 Employees who serve rotations are not required to stay at the First Nation location on rest days. The Employer shall provide transportation, at its own expense, to the employees so that they can return to their Duration Posting location during their rest days or other blocks of time when they are not scheduled for duty.
- 33.11 No other incentive arrangements beyond those provided in this section are permitted.

## OPPA UNIFORM COLLECTIVE AGREEMENT

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### ARTICLE 34 - LEGAL INDEMNIFICATION

34.01 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 34.01(a) or (b) shall apply, as applicable;
- (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.

## OPPA UNIFORM COLLECTIVE AGREEMENT

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- 34.02 Employees shall not be indemnified for legal costs arising from:
- (a) grievances or complaints under the Collective Agreement between the Employer and the Association or grievances as defined under Article 4.01(c);
  - (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 (WDHP) policy.
- 34.03 For the purposes of 34.01(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).
- 34.04
- (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

## OPPA UNIFORM COLLECTIVE AGREEMENT

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charged to the employee for filing a request for an assessment with a court assessment officer.

34.05

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.

34.06

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.

34.07

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 35 - RELOCATION POLICY

35.01

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 COLLECTIVE AGREEMENT

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### ARTICLE 36 – BROADER PUBLIC SECTOR

- 36.01 For the purposes of this Article, the Broader Public Sector consists of any Government or other public entity.
- 36.02 While in the workplace, secondees from the Broader Public Sector shall not perform duties normally performed by employees in the bargaining unit if it directly results in the lay-off of a bargaining unit employee.
- 36.03 The Employer's use of secondees from the Broader Public Sector to perform bargaining unit work does not constitute a violation of the Collective Agreement provided that, unless the parties otherwise agree, the Broader Public Sector secondee is not seconded for a period of greater than 3 years.
- 36.04 The Employer shall provide the Association every six (6) months with a data file on secondees who perform OPPA bargaining unit work, which shall include the following information fields: Ministry work location; secondee name; start date; institution seconded from; and anticipated termination date.
- 36.05 The Employer will require basic or enhanced security screening checks from the above noted secondees.
- 36.06 It is understood that the above noted secondees are not represented by the Association.

### ARTICLE 37 – POLICE ORDERS, RULES AND REGULATIONS

- 37.01 Confidential disclosure shall be provided to the Association at least 2 weeks before any changes to Police Orders, rules and regulations are announced to employees.

### ARTICLE 38 – NO DISCRIMINATION / WORKPLACE HARASSMENT

- 38.01 There shall be no discrimination or harassment by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status, or handicap, as defined in section 10(1) of the *Ontario Human Rights Code*.

For the purposes of this Article, harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome.

- 38.02 The Association and the Employer jointly recognize and affirm the right of employees to work in an environment that is respectful and free from harassment.

## OPPA UNIFORM COLLECTIVE AGREEMENT

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- 38.03 All employees share in the responsibility to ensure that their workplace is free from harassment.
- 38.04 All complaints regarding workplace harassment or discrimination shall be eligible to be processed as grievances under this Collective Agreement.
- 38.05 Grievances under Article 38.04 shall be limited solely to instances which occur at the workplace involving the Employer's employees. Grievances shall not include alleged discrimination or harassment by a member of the public or individual not employed by the Employer, unless the Employer was reasonably aware that such harassment/discrimination was occurring in the workplace.
- 38.06 Following the filing of a workplace harassment/discrimination grievance, the Employer, where practical, will consult with and seek the consent of the Association and grievor prior to any decision, if any, to remove the grievor from the work location of the alleged harasser.
- 38.07 Where the alleged harasser is the person who would usually deal with any steps in the grievance procedure, the grievance shall be heard by an alternative designee.
- 38.08 The normal exercise of managerial rights including the day-to-day assignment of tasks, attendance management, training, performance management or discipline does not constitute harassment, provided that the employer does not exercise those rights in an oppressive or tyrannical manner.

### ARTICLE 39 – SELF ADMINISTRATION OF BENEFITS

- 39.01 The Parties agree that the Benefit Plans as contained in the Memorandum of Understanding dated January 1, 2006-December 31, 2008 shall remain in full force and effect up to and including June 30, 2009.
- 39.02 The Parties further agree that effective July 1, 2009 the employee health and welfare benefits as specified below shall be administered through the Association for the benefit of its members and pensioners. The Employer will no longer administer these plans.

For greater certainty, these health and welfare benefits are:

Employee's Group Insurance

- Basic Life Coverage
- Supplementary Life Coverage for Employees
- Life Insurance for Dependents

Group Life Insurance Plan

Supplementary Health and Hospital Insurance

Long Term Income Protection Plan

Dental Plan



## OPPA UNIFORM COLLECTIVE AGREEMENT

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### Vision Care and Hearing Aids

- 39.03 The Association agrees to provide health and welfare benefits not less than current health and welfare benefits contained in the Collective Agreement.
- 39.04 Pensioners include retirees, survivors, and deferred members. For the purposes of this Article, a "retiree" is defined as a former member of the Association who is in receipt of a pension from the Public Service Pension Plan and who has met the eligibility criteria to receive post-retirement benefits.
- 39.05 The Association shall provide pensioners with benefits equivalent to benefits provided to active members save and except Long Term Income Protection and Group Life as per current plan provisions.
- 39.06 The Employer shall remit agreed to premiums to the Association on a monthly basis for total active members and pensioners for the purposes of funding these health and welfare benefits.
- 39.07 Premiums for 2009 shall be pro-rated to reflect the July 1, 2009 effective date.
- 39.08 The Employer also agrees to provide funding, as described in the Agreement between the Association and the Employer dated December 23, 2008 to the Association for the self-administration of health and welfare benefits and reserve.
- 39.09 There shall be a transition period from January 1, 2009 to June 30, 2009.
- 39.10 Notwithstanding the self-administration of health and welfare benefits by the Association, the Employer remains fully responsible for providing short term sickness benefits under the Collective Agreement. The Accidental Death Benefit Plan will also be maintained and provided by the Employer.
- 39.11 The Employer agrees to continue to deduct premiums for the voluntary benefits, supplementary life and dependent group life from employees as a payroll deduction and to remit these premiums with reports to the Association benefit provider.
- 39.12 The Employer also agrees to provide to the Association necessary information to permit self-administration of the health and welfare benefit plan.

**OPPA UNIFORM COLLECTIVE AGREEMENT**

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**Witnessed at Barrie, this 23<sup>rd</sup> Day of December, 2009**

**On behalf of  
THE PROVINCE OF ONTARIO**

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

---

Kevin Sawicki  
A/Director, Union/Management Relations

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Karl Walsh  
President/CEO

---

Jamie Bruno  
Corporate Staff Relations Officer, MGS

---

Jim Christie  
Vice President

---

Eric Bourque  
Corporate Staff Relations Analyst, MGS

---

Debbie McKenna  
Chief Administrative Officer

---

Chris Lewis  
Deputy Commissioner, OPP

---

Cindy Bahm  
Director

---

Noreen Alleyne  
Provincial Commander, OPP

---

Martin Bain  
Director

---

Glenn Trivett  
Human Resources Bureau Commander, OPP

---

Kim Williams  
Director

## OPPA UNIFORM COLLECTIVE AGREEMENT

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### SCHEDULE I —SALARIES—

(A) ACROSS-THE-BOARD WAGE INCREASES

The salary schedules for Uniformed Officers for January 1, 2009 through to December 31, 2011 are attached.

(B) PROVINCIAL RESPONSIBILITY INCENTIVE (PRI)

The Provincial Responsibility Incentive shall be applied to 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
- 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

Notwithstanding the rates above, and only for the period between January 1, 2009 and December 31, 2010, the PRI will be increased to the following:

- 4% of the First Class Constable rate for 8 to 16 completed years of continuous service
- 7% of the First Class Constable rate for 17 to 22 completed years of continuous service
- 10% of the First Class Constable rate for 23 or more completed years of continuous service

The parties agree that effective January 1, 2011, the pre-existing PRI rates (3%, 6%, 9%) shall apply.

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.

For employees hired prior to January 1, 2009, service for the purposes of the Provincial Responsibility Incentive (PRI) only will be comprised of both continuous service with the Ontario Provincial Police and previous unbroken, full-time continuous service as a uniform officer with:

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

## OPPA UNIFORM COLLECTIVE AGREEMENT

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- (c) the Canadian Forces Military Police;
- (d) the Regular Royal Canadian Mounted Police Service;
- (e) any other Canadian Police Service.

For all other employees, service will be comprised of only 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.

### (D) CS05 SPECIAL ADJUSTMENT

The rate for CS05 will be increased by a special adjustment of 3% effective January 1, 2007, prior to any across the board increase, and the across the board increase will be compounded on the special adjustment.

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**SCHEDULE I  
—SALARY SCHEDULES—**

| <b>SALARY SCHEDULE 2009</b>                 |                   |                                       |               |               |                  |               |
|---|-------------------|---------------------------------------|---------------|---------------|------------------|---------------|
| <b>REGULAR SALARY</b>                       |                   |                                       |               |               |                  |               |
| <b>JANUARY 1, 2009 TO DECEMBER 31, 2009</b> |                   |                                       |               |               |                  |               |
| <b>Rank</b>                                 | <b>Class Code</b> | <b>Class Title</b>                    | <b>Hourly</b> | <b>Weekly</b> | <b>Bi-Weekly</b> | <b>Annual</b> |
| Cadet                                       | U0134             | Cadet                                 | \$15.90       | \$636.18      | \$1,272.36       | \$33,195      |
| CS05  | 05600             | Constable, 5th Class                  | \$20.44       | \$817.56      | \$1,635.12       | \$42,659      |
| CS04  | 05602             | Constable, 4th Class                  | \$26.06       | \$1,042.41    | \$2,084.82       | \$54,391      |
| CS03  |                   | Constable, 3rd Class                  | \$29.79       | \$1,191.40    | \$2,382.80       | \$62,166      |
| CS02  |                   | Constable, 2nd Class                  | \$33.14       | \$1,325.44    | \$2,650.88       | \$69,160      |
| CS01  |                   | Constable, 1st Class                  | \$37.23       | \$1,489.16    | \$2,978.32       | \$77,702      |
| SG02  | 05604             | Sergeant                              | \$39.09       | \$1,563.63    | \$3,127.26       | \$81,588      |
| SG01  |                   |                                       | \$42.07       | \$1,682.76    | \$3,365.52       | \$87,804      |
| SS03  | 05614             | Staff Sergeant                        | \$43.93       | \$1,757.26    | \$3,514.52       | \$91,691      |
| SS02  |                   |                                       | \$46.16       | \$1,846.51    | \$3,693.02       | \$96,348      |
| SS01  |                   |                                       | \$47.65       | \$1,906.14    | \$3,812.28       | \$99,460      |
| SM01  | 05609             | Sergeant Major                        | \$48.77       | \$1,950.81    | \$3,901.62       | \$101,790     |
| SSDC02-3                                    | 05623             | Staff Sergeant-Detachment Commander 2 | \$46.66       | \$1,866.22    | \$3,732.44       | \$97,377      |
| SSDC02-2                                    |                   |                                       | \$49.03       | \$1,961.03    | \$3,922.06       | \$102,324     |
| SSDC02-1                                    |                   |                                       | \$50.61       | \$2,024.32    | \$4,048.64       | \$105,626     |
| SSDC01-3                                    | 05621             | Staff Sergeant-Detachment Commander 1 | \$47.36       | \$1,894.30    | \$3,788.60       | \$98,842      |
| SSDC01-2                                    |                   |                                       | \$49.76       | \$1,990.57    | \$3,981.14       | \$103,865     |
| SSDC01-1                                    |                   |                                       | \$51.37       | \$2,054.83    | \$4,109.66       | \$107,218     |
| <b>PROVINCIAL RESPONSIBILITY INCENTIVE</b>  |                   |                                       |               |               |                  |               |
| <b>JANUARY 1, 2009 TO DECEMBER 31, 2009</b> |                   |                                       |               |               |                  |               |
| <b>Rank</b>                                 |                   |                                       | <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                 |                   |                                       | \$1.49        | \$59.57       | \$119.14         | \$3,108       |
| With 17 to 22 years' service                |                   |                                       | \$2.61        | \$104.24      | \$208.48         | \$5,439       |
| With 23 or more years' service              |                   |                                       | \$3.72        | \$148.92      | \$297.84         | \$7,770       |

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| <b>SALARY SCHEDULE 2010</b>                 |                   |                                       |               |               |                  |               |
|---|-------------------|---------------------------------------|---------------|---------------|------------------|---------------|
| <b>REGULAR SALARY</b>                       |                   |                                       |               |               |                  |               |
| <b>JANUARY 1, 2010 TO DECEMBER 31, 2010</b> |                   |                                       |               |               |                  |               |
| <b>Rank</b>                                 | <b>Class Code</b> | <b>Class Title</b>                    | <b>Hourly</b> | <b>Weekly</b> | <b>Bi-Weekly</b> | <b>Annual</b> |
| Cadet                                       | U0134             | Cadet                                 | \$16.26       | \$650.49      | \$1,300.98       | \$33,942      |
| CS05  | 05600             | Constable, 5th Class                  | \$20.90       | \$835.96      | \$1,671.92       | \$43,619      |
| CS04  | 05602             | Constable, 4th Class                  | \$26.65       | \$1,065.86    | \$2,131.72       | \$55,615      |
| CS03  |                   | Constable, 3rd Class                  | \$30.46       | \$1,218.21    | \$2,436.42       | \$63,564      |
| CS02  |                   | Constable, 2nd Class                  | \$33.88       | \$1,355.26    | \$2,710.52       | \$70,716      |
| CS01  |                   | Constable, 1st Class                  | \$38.07       | \$1,522.67    | \$3,045.34       | \$79,451      |
| SG02  |                   | 05604                                 | Sergeant      | \$39.97       | \$1,598.81       | \$3,197.62    |
| SG01  |                   |                                       | \$43.02       | \$1,720.62    | \$3,441.24       | \$89,779      |
| SS03  | 05614             | Staff Sergeant                        | \$44.92       | \$1,796.80    | \$3,593.60       | \$93,754      |
| SS02  |                   |                                       | \$47.20       | \$1,888.06    | \$3,776.12       | \$98,516      |
| SS01  |                   |                                       | \$48.73       | \$1,949.03    | \$3,898.06       | \$101,698     |
| SM01  | 05609             | Sergeant Major                        | \$49.87       | \$1,994.70    | \$3,989.40       | \$104,081     |
| SSDC02-3                                    | 05623             | Staff Sergeant-Detachment Commander 2 | \$47.71       | \$1,908.21    | \$3,816.42       | \$99,568      |
| SSDC02-2                                    |                   |                                       | \$50.13       | \$2,005.15    | \$4,010.30       | \$104,626     |
| SSDC02-1                                    |                   |                                       | \$51.75       | \$2,069.87    | \$4,139.74       | \$108,003     |
| SSDC01-3                                    | 05621             | Staff Sergeant-Detachment Commander 1 | \$48.42       | \$1,936.92    | \$3,873.84       | \$101,066     |
| SSDC01-2                                    |                   |                                       | \$50.88       | \$2,035.36    | \$4,070.72       | \$106,202     |
| SSDC01-1                                    |                   |                                       | \$52.53       | \$2,101.06    | \$4,202.12       | \$109,630     |
| <b>PROVINCIAL RESPONSIBILITY INCENTIVE</b>  |                   |                                       |               |               |                  |               |
| <b>JANUARY 1, 2010 TO DECEMBER 31, 2010</b> |                   |                                       |               |               |                  |               |
| <b>Rank</b>                                 |                   |                                       | <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                 |                   |                                       | \$1.52        | \$60.91       | \$121.82         | \$3,178       |
| With 17 to 22 years' service                |                   |                                       | \$2.66        | \$106.59      | \$213.18         | \$5,562       |
| With 23 or more years' service              |                   |                                       | \$3.81        | \$152.27      | \$304.54         | \$7,945       |

**OPPA UNIFORM COLLECTIVE AGREEMENT**

| <b>SALARY SCHEDULE 2011</b>                 |                   |                                       |               |               |                  |               |
|---|-------------------|---------------------------------------|---------------|---------------|------------------|---------------|
| <b>REGULAR SALARY</b>                       |                   |                                       |               |               |                  |               |
| <b>JANUARY 1, 2011 TO DECEMBER 31, 2011</b> |                   |                                       |               |               |                  |               |
| <b>Rank</b>                                 | <b>Class Code</b> | <b>Class Title</b>                    | <b>Hourly</b> | <b>Weekly</b> | <b>Bi-Weekly</b> | <b>Annual</b> |
| Cadet                                       | U0134             | Cadet                                 | \$16.59       | \$663.50      | \$1,327.00       | \$34,620      |
| CS05  | 05600             | Constable, 5th Class                  | \$21.32       | \$852.68      | \$1,705.36       | \$44,492      |
| CS04  | 05602             | Constable, 4th Class                  | \$27.18       | \$1,087.18    | \$2,174.36       | \$56,727      |
| CS03  |                   | Constable, 3rd Class                  | \$31.06       | \$1,242.57    | \$2,485.14       | \$64,836      |
| CS02  |                   | Constable, 2nd Class                  | \$34.56       | \$1,382.37    | \$2,764.74       | \$72,130      |
| CS01  |                   | Constable, 1st Class                  | \$38.83       | \$1,553.12    | \$3,106.24       | \$81,040      |
| SG02  |                   | 05604                                 | Sergeant      | \$40.77       | \$1,630.79       | \$3,261.58    |
| SG01  | \$43.88           |                                       |               | \$1,755.03    | \$3,510.06       | \$91,575      |
| SS03  | 05614             | Staff Sergeant                        | \$45.82       | \$1,832.74    | \$3,665.48       | \$95,630      |
| SS02  |                   |                                       | \$48.15       | \$1,925.82    | \$3,851.64       | \$100,487     |
| SS01  |                   |                                       | \$49.70       | \$1,988.01    | \$3,976.02       | \$103,732     |
| SM01  | 05609             | Sergeant Major                        | \$50.86       | \$2,034.59    | \$4,069.18       | \$106,162     |
| SSDC02-3                                    | 05623             | Staff Sergeant-Detachment Commander 2 | \$48.66       | \$1,946.37    | \$3,892.74       | \$101,559     |
| SSDC02-2                                    |                   |                                       | \$51.13       | \$2,045.25    | \$4,090.50       | \$106,718     |
| SSDC02-1                                    |                   |                                       | \$52.78       | \$2,111.27    | \$4,222.54       | \$110,163     |
| SSDC01-3                                    | 05621             | Staff Sergeant-Detachment Commander 1 | \$49.39       | \$1,975.66    | \$3,951.32       | \$103,087     |
| SSDC01-2                                    |                   |                                       | \$51.90       | \$2,076.07    | \$4,152.14       | \$108,326     |
| SSDC01-1                                    |                   |                                       | \$53.58       | \$2,143.08    | \$4,286.16       | \$111,823     |
| <b>PROVINCIAL RESPONSIBILITY INCENTIVE</b>  |                   |                                       |               |               |                  |               |
| <b>JANUARY 1, 2011 TO DECEMBER 31, 2011</b> |                   |                                       |               |               |                  |               |
| <b>Rank</b>                                 |                   |                                       | <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                 |                   |                                       | \$1.16        | \$46.59       | \$93.18          | \$2,431       |
| With 17 to 22 years' service                |                   |                                       | \$2.33        | \$93.19       | \$186.38         | \$4,863       |
| With 23 or more years' service              |                   |                                       | \$3.49        | \$139.78      | \$279.56         | \$7,294       |

**SCHEDULE II**  
**—CASUAL PART-TIME POLICE—**

**ARTICLE C1 - OTHER APPLICABLE ARTICLES**

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

CPT1.02 The following Articles of the Collective Agreement 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 26 | DEDUCTION OF ASSOCIATION DUES  |
| ARTICLE 28 | NEW EMPLOYEES  |
| ARTICLE 34 | 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 Collective Agreement the rate of pay for all casual part-time employees as equivalent to that of the CSO3.

**SHIFT PREMIUM**

CPT3.02 (a) Effective January 1<sup>st</sup>, 2009, a shift premium of eighty-eight (88) cents per hour shall be paid for all hours worked at or after 4:00 p.m. and before 5:00 a.m.

Effective January 1<sup>st</sup>, 2010, a shift premium of ninety-three (93) cents per hour shall be paid for all hours worked at or after 4:00 p.m. and before 5:00 a.m.



## OPPA UNIFORM COLLECTIVE AGREEMENT

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Effective January 1<sup>st</sup>, 2011, a shift premium of ninety-eight (98) 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.

### 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 4.6% 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 Collective Agreement. 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 4.6%.
- CPT5.03 The entitlements under CPT5.01 and CPT5.02 shall not be compounded.

### 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 Collective Agreement.

## OPPA UNIFORM COLLECTIVE AGREEMENT

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### 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.

### 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 Collective Agreement 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.

**SCHEDULE III**  
**—REGULAR PART-TIME UNIFORM MEMBERS—**

**ARTICLE RPT1 - APPLICATION OF SCHEDULE III 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 Collective Agreement 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 17 | MOTORCYCLE ALLOWANCE                      |
| ARTICLE 18 | UNIFORM AND EQUIPMENT                     |
| ARTICLE 19 | PAID DUTY                                 |
| ARTICLE 20 | TRANSFER TO OTHER MINISTRY                |
| ARTICLE 21 | NOTICE OF TRANSFER                        |
| ARTICLE 22 | TEMPORARY POSTINGS                        |
| ARTICLE 23 | DEDUCTIONS FROM PAY                       |
| ARTICLE 25 | INFORMATION TO THE ASSOCIATION            |
| ARTICLE 26 | DEDUCTION OF ASSOCIATION DUES             |
| ARTICLE 27 | PERSONNEL FILE                            |
| ARTICLE 29 | LAY-OFF AND RECALL                        |
| ARTICLE 31 | INFORMAL DISCIPLINE PROCEDURE             |
| ARTICLE 34 | LEGAL INDEMNIFICATION                     |

## OPPA UNIFORM COLLECTIVE AGREEMENT

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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 a long term disability plan provided by the Association.

### 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 a long term disability plan provided by the Association 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

## OPPA UNIFORM COLLECTIVE AGREEMENT

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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.

### ARTICLE RPT4 -TERMINATION PAYMENTS

RPT4.01.01 An employee appointed to the regular service between May 1, 1979 and December 31, 2008 shall be entitled to the benefits described under this section:

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 total and permanent disability that entitles him or her to a pension or payment under the Public Service Pension Plan,or
  - (iii) dismissal for certain reasons under Section 39 of the *Public Service of Ontario Act, 2006*, 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 under Section 34 of the *Public Service of Ontario Act, 2006*, or
  - (ii) abandonment of position under Section 42 of the *Public Service of Ontario Act, 2006*

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.

Notwithstanding Article RPT4.01.01, an employee who voluntarily resigns is only entitled to termination payments for services accrued up to December 31, 2008.

RPT4.01.02 An employee appointed to the regular service on or after January 1, 2009 shall be entitled to the benefits described under this Article.

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,

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- (ii) retirement pursuant to total and permanent disability that entitles him or her to a pension or payment under the Public Service Pension Plan,  
or
  - (iii) dismissal for certain reasons under Section 39 of the *Public Service of Ontario Act, 2006*, 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 under Section 34 of the *Public Service of Ontario Act, 2006*,
  - (ii) abandonment of position under Section 42 of the *Public Service of Ontario Act, 2006*, or
  - (iii) a voluntary resignation under Section 41 of the *Public Service of Ontario Act, 2006*. A voluntary resignation does not include a retirement if the employee ceases employment and is entitled to a pension, other than a disability pension, under the Public Service Pension Plan immediately after retiring

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 in respect of accumulated attendance credits, severance pay, or both, to an employee appointed to the regular service on or before December 31, 2008 shall not exceed one-half (26 weeks) of the annual salary at the date when the employee ceased to be an employee pursuant to Article RPT4.01.01(a).
  - (b) The total of the amount paid in respect of accumulated attendance credits, severance pay, or both, to an employee appointed to the regular service on or after January 1, 2009 shall not exceed one-quarter (13 weeks) of the annual salary at the date when the employee ceased to be an employee.
  - (c) 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.
  - (d) 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.

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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 of Ontario Act, 2006, Part V*)
  - (ii) Layoff (Article 29)
  - (iii) Educational Leave (*Public Service of Ontario Act, 2006, Public Service Commission Key Directive on HR Administration, sections 14 and 15*)
- 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.



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### 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.
- 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, 1997*, 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, 2009, 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 upon completion of eight (8) years of continuous service.
  - (iii) Two and one-twelfth (2-1/12) days per month upon completion of fifteen (15) years of continuous service.
  - (iv) Two and one-half (2-1/2) days per month upon completion of twenty-four (24) years of continuous service.
  - (v) Two and eleven-twelfths (2-11/12) days per month upon completion of (30) years of continuous service.

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- (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 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;
- (d) the Canadian Forces Military Police;
- (e) the Regular Royal Canadian Mounted Police service;
- (f) any other Canadian Police Service (effective January 1, 2009).

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:

**OPPA UNIFORM COLLECTIVE AGREEMENT**

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

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.

**ARTICLE RPT6 - STATUTORY HOLIDAYS**

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

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

Any other public 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 96 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

**OPPA UNIFORM COLLECTIVE AGREEMENT**

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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.

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 - PLAIN CLOTHES EXPENSE**

RPT7.01 Each employee covered by this Collective Agreement, who is required to provide and wear a plain clothes uniform 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, two-hundred and fifty dollars (\$1,250.00) per annum, inclusive of dry cleaning, 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.

RPT7.02 Each employee entitled to the expenses under Section RPT7.01 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 RPT8 – NORTHERN NON-RESIDENT ALLOWANCE**

An employee who is stationed at one of the following work locations shall receive the Northern Non-Resident Allowance in accordance with the following chart, pro-rated by the ratio that the employee's weekly hours of work bear to full-time employment:

| <b>Location</b>           | <b>Weekly Rate</b> |
|---------------------------|--------------------|
| Armstrong                 | \$45.00            |
| Atikokan                  | \$37.50            |
| Blind River – East Algoma | \$25.00            |
| Chapleau                  | \$37.50            |
| Cochrane                  | \$25.00            |
| Dryden                    | \$20.00            |
| Ear Falls                 | \$40.00            |
| Elliot Lake – East Algoma | \$25.00            |
| Emo                       | \$25.00            |
| Englehart                 | \$25.00            |
| Espanola                  | \$20.00            |

## OPPA UNIFORM COLLECTIVE AGREEMENT

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|                   |         |
|-------------------|---------|
| Foleyet           | \$40.00 |
| Fort Frances      | \$20.00 |
| Greenstone        | \$37.50 |
| Gogama            | \$40.00 |
| Gore Bay          | \$37.50 |
| Hearst            | \$37.50 |
| Hornepayne        | \$40.00 |
| Ignace            | \$40.00 |
| Iroquois Falls    | \$20.00 |
| Kapuskasing       | \$25.00 |
| Kenora            | \$20.00 |
| Killarney         | \$40.00 |
| Kirkland Lake     | \$25.00 |
| Little Current    | \$37.50 |
| Manitouwadge      | \$40.00 |
| Manitowaning      | \$37.50 |
| Marathon          | \$37.50 |
| Matheson          | \$25.00 |
| Minaki            | \$37.50 |
| Mindemoya         | \$37.50 |
| Moosonee          | \$45.00 |
| Nipigon           | \$25.00 |
| Noelville         | \$20.00 |
| N/W Patrol        | \$37.50 |
| Pickle Lake       | \$45.00 |
| Rainy River       | \$37.50 |
| Red Lake          | \$37.50 |
| Schreiber         | \$37.50 |
| Shabaqua          | \$25.00 |
| Sioux Lookout     | \$37.50 |
| Sioux Narrows     | \$37.50 |
| Smooth Rock Falls | \$37.50 |
| Still River       | \$25.00 |
| Temagami          | \$25.00 |
| Temiskaming       | \$20.00 |
| Thessalon         | \$25.00 |
| Upsala            | \$40.00 |
| Warren            | \$20.00 |
| Wawa              | \$25.00 |
| White River       | \$40.00 |

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.

**SCHEDULE IV  
—CADETS—**

**ARTICLE CAD1 - DEFINITION**

CAD 1.01 The term "Cadet" whenever herein used shall mean a person appointed to the Fixed Term service under the parameters set out in the Cadet Program and within this Collective Agreement.

**ARTICLE CAD2- APPLICATION OF SCHEDULE IV 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 Collective Agreement 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 23   | DEDUCTIONS FROM PAY                    |
| ARTICLE 24   | USE OF DETACHMENT FACILITIES           |
| ARTICLE 25   | INFORMATION TO THE ASSOCIATION         |
| ARTICLE 26   | DEDUCTION OF ASSOCIATION DUES          |
| ARTICLE 28   | NEW EMPLOYEES                          |
| ARTICLE 34   | 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 Collective Agreement 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 Management Board of Cabinet, will be immediately open to negotiations.

## OPPA UNIFORM COLLECTIVE AGREEMENT

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### SHIFT PREMIUM

#### CAD4.03

Effective January 1, 2008, a shift premium of eighty-eight (88) cents per hour shall be paid for all hours worked at or after 4:00 p.m. and before 5:00 a.m.

Effective January 1, 2010, a shift premium of ninety-three (93) cents per hour shall be paid for all hours worked at or after 4:00 p.m. and before 5:00 a.m.

Effective January 1, 2011, a shift premium of ninety-eight (98) cents per hour shall be paid for all hours worked at or after 4:00 p.m. and before 5:00 a.m.

- (a) 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.
- (b) 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.
- (c) 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 when an employee is required:
  - (i) to perform overtime immediately following a scheduled work period at the rate of one and a half (1-1/2) times the employee's rate of salary;

## OPPA UNIFORM COLLECTIVE AGREEMENT

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- (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 to be paid at the rate of one and a half (1-1/2) times the employee's rate of salary;
- (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 to be paid at the rate of one and a half (1-1/2) times the employee's rate of salary.

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.

### 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 minimum 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;



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- (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.

### 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 Collective Agreement.

### 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.

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### 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.
- 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, 2000*. 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, 2000*.

## OPPA UNIFORM COLLECTIVE AGREEMENT

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### 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 he 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.

### ARTICLE CAD 9 – VACATIONS AND VACATION CREDITS

- CAD 9.01 Four percent (4) 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 4.6% 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 Collective Agreement. 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 4.6%.
- CAD10.02 The entitlements under CAD 9.01 and CAD 10.01 shall not be compounded.

### ARTICLE CAD 11 - ENTITLEMENT ON 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.

## **OPPA UNIFORM COLLECTIVE AGREEMENT**

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- CAD 11.02 (a) The surviving spouse or dependents of the deceased employee may be paid up to two thousand dollars (\$2,000.00) 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 Collective Agreement.
- 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.

### **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:

## OPPA UNIFORM COLLECTIVE AGREEMENT

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- (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.

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.

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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 Collective Agreement, 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.

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 CAD 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 Fixed Term service two years after his/her entrance into the Fixed Term 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 CAD 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

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waiting to start the next available session of the OPP Police Academy, he/she shall remain on a Fixed Term 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 Fixed Term 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 Collective Agreement.

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APPENDIX "A" TO SCHEDULE IV

CADET SALARY SCHEDULE

JANUARY 1, 2009 TO DECEMBER 31, 2011

| <b>Rank</b> | <b>Class Code</b> | <b>Annual 2009</b> | <b>Annual 2010</b> | <b>Annual 2011</b> |
|-------------|-------------------|--------------------|--------------------|--------------------|
| Cadet       | U0134             | \$33,195           | \$33,942           | \$34,620           |



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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 COLLECTIVE AGREEMENT

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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 COLLECTIVE AGREEMENT

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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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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 COLLECTIVE AGREEMENT

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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 COLLECTIVE AGREEMENT

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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 COLLECTIVE AGREEMENT

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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:

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Robert Hunter, CEO

OPPA UNIFORM COLLECTIVE AGREEMENT

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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 COLLECTIVE AGREEMENT

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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 COLLECTIVE AGREEMENT**

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**LETTERS OF INTENT**

No. 9

**Letter of Understanding**

**between**

**The Crown in Right of Ontario  
(Management Board of Cabinet)  
“the Employer”**

**and**

**Ontario Provincial Police Association  
“the Association”**

**RE: Paid Duty Review Committee**

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The Employer shall establish a Paid Duty Review Committee. The Association shall be permitted to have one (1) Executive Officer and one (1) member on the Committee. As required, the Parties may also be permitted to invite other participants to committee meetings, for example, specialists and consultants.

The functions of the Committee shall be to review and make recommendations to the Commissioner regarding:

- What requests for police service from private organizations are beyond those routinely provided as basic police service responsibility and should therefore be delivered on a “fee-for-service” basis.
- A framework for accepting paid duty requests, assigning officers and equipment appropriately, remunerating those officers at an established rate and subsequently collecting revenue from the requesting organization upon completion.

Signed this 19<sup>th</sup> day of December, 2008.

For the Association:

For the Employer:

\_\_\_\_\_  
Jim Christie  
Vice President, OPPA

\_\_\_\_\_  
Kevin Sawicki  
Director, Union/Management Relations

# OPPA UNIFORM COLLECTIVE AGREEMENT

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## LETTERS OF INTENT

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

OPPA UNIFORM COLLECTIVE AGREEMENT

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LETTERS OF INTENT

No. 11

January 1, 2009

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

Attention: Mr. JIM CHRISTIE, VICE-President

Dear Sir:

RE: MEAL and KILOMETRIC ALLOWANCE

In accordance with the OPP Police Orders (Administration and Infrastructure, Chapter 6.3.12), and without limiting the Employer's discretion under those Orders or the Employer's *Travel, Meal and Hospitality Expenses Directive* ("travel directive"), meal and kilometric allowance shall be paid according to this Letter.

**Meal Allowance**

Reimbursement for meals, including taxes and gratuities, shall be as per the travel directive. However, if an employee is required to travel over a period in which they would be entitled to claim a full-day of meals (breakfast, lunch and dinner), they may elect to be paid a total per diem meal allowance, equivalent to the combined total of the rates for the three meals as outlined in the travel directive, rather than submitting a claim for each individual meal.

To the extent that the current meal allowance provisions of this Letter would be amended by OPS-wide changes to the meal reimbursement amounts found in the travel directive, then the new OPS-wide policy as it relates to those provisions will be applied.

**Kilometric Allowance**

If an employee is authorized to use their own automobile on the Employer's business, the following rates shall be paid effective January 1, 2009:

| <u>Kilometres Driven</u> | <u>Southern Ontario</u> | <u>Northern Ontario</u> |
|--------------------------|-------------------------|-------------------------|
| 0 - 10,700 km            | 40 cents/km             | 41 cents/km             |
| Over 10,700 km           | 24 cents/km             | 25 cents/km             |

Kilometres are accumulated on the basis of a fiscal year (April 1 to March 31, inclusive).

Yours truly,

Kevin Sawicki  
Lead Negotiator  
Employee Relations Division

**OPPA UNIFORM COLLECTIVE AGREEMENT**

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**LETTERS OF INTENT**

No. 12

**The Crown in Right of Ontario  
(Management Board of Cabinet)  
“the Employer”**

**and**

**Ontario Provincial Police Association  
“the Association”**

**RE: OPP Recruitment Initiatives in Diverse Communities**

The Association and the Employer recognize the importance of Police Experience Initiatives that are designed to attract uniform and civilian applicants from diverse communities. The Association recognizes the OPP’s commitment to effective front-line service delivery, while promoting workplace diversity.

The Association acknowledges that OPP programs have received Provincial, National and International recognition for recruitment initiatives and diversity. In 2005 the OPP received the International Association of Chiefs of Police Civil Rights Award and in 2007, a Ministry of Community Safety and Correctional Services Ovation Award for “Fostering Diversity”.

Signed this 19<sup>th</sup> day of December, 2008.

For the Association:

For the Employer:

\_\_\_\_\_  
Jim Christie  
Vice President, OPPA

\_\_\_\_\_  
Kevin Sawicki  
Director, Union/Management Relations

**OPPA UNIFORM COLLECTIVE AGREEMENT**

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**LETTERS OF INTENT**

No. 13

**Letter of Understanding**

**between**

**The Crown in Right of Ontario  
(Management Board of Cabinet)  
“the Employer”**

**and**

**Ontario Provincial Police Association  
“the Association”**

**RE: Joint Working Group - On-Call, Cell Phone/Pager Pay and Recognition Pay**

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The Parties agree to establish a joint working group to establish a forum to examine the issue of on-call, cell phone/pager compensation and recognition pay for both uniform and civilian employees.

The working group will consist of three (3) representatives each from:

- The Ministry of Government Services, Employee Relations Division
- Ontario Provincial Police Association
- Ontario Provincial Police

The Parties agree that the working group will submit a written report, including recommendations on options and implementation strategies, to the Assistant Deputy Minister, Employee Relations Division no later than December 31, 2010. This date may be extended by mutual agreement.

The parties agree to work in good faith in the sharing and exchange of information to assist in the discussions and the completion of the report.

Signed this 19<sup>th</sup> day of December, 2008.

For the Association:

For the Employer:

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Jim Christie  
Vice President, OPPA

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Kevin Sawicki  
Director, Union/Management Relations