

**2000 - 2001 - 2002
Collective Agreement**

between

Ottawa Police Services Board

and

Ottawa Police Association

Police Personnel

Date of Expiry:
December 31, 2002

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INDEX

	<u>ARTICLES</u>	<u>PAGE</u>
GLOSSARY OF TERMS.....		3
RECOGNITION AND SCOPE.....	1	3
MANAGEMENT RIGHTS.....	2	3-4
RELATIONSHIP.....	3	4
ASSOCIATION MEMBERSHIP.....	4	4
ASSOCIATION DUES.....	5	4-5
BARGAINING.....	6	5
ACCIDENT, SICKNESS, MATERNITY/PARENTAL LEAVE.....	7	5-11
TERMINAL ALLOWANCE.....	8	11-12
TERMINAL LEAVE PROVISION FOR LONG SERVICE EMPLOYEES...	9	12-13
RETIREMENT.....	10	13-15
SALARIES/PAYMENT OF SALARIES.....	11	15
HOURS OF WORK.....	12	15
OVERTIME.....	13	15-17
COURT TIME.....	14	17-19
VACATION LEAVE.....	15	19-22
BEREAVEMENT LEAVE, SPECIAL LEAVE.....	16	22
STATUTORY HOLIDAYS.....	17	22-23
LONGEVITY PAY.....	18	23-24
SPECIAL PAY ALLOWANCES.....	19	24-29
Acting Ranks.....		24
Identification Section.....		25
Criminal Investigation Division.....		25
Transfers between Identification Section and Criminal Investigation Division.....		25
Underwater Search and Recovery Squad.....		25
Canine Unit.....		25
Senior Constable designation.....		26
Plain Clothes Allowance.....		26
Dry Cleaning.....		27
Shift Differential.....		27
Police College Allowance.....		27
Requests for Off-Duty Police Officers.....		28
Transportation.....		28
Premium Pay for Training or Coach Officers.....		28
Out-of-town Trips.....		29
MEDICAL PLAN.....	20	29
GROUP LIFE, DENTAL AND LONG TERM DISABILITY INSURANCE.	21	30
ASSOCIATION OFFICERS AND SECONDMENT.....	22	30
ASSOCIATION DELEGATES.....	23	31
EMPLOYEES KILLED ON DUTY.....	24	31
GRIEVANCE PROCEDURE.....	25	32-34
LAY-OFF AND RECALL.....	26	34
LEGAL INDEMNIFICATION.....	27	34-37
DURATION OF AGREEMENT.....	28	37
APPENDIX "A" - SALARY SCHEDULE.....		38-39
APPENDIX "B" - Supplemental Unemployment Benefits		40
LETTERS OF UNDERSTANDING.....		41-

GLOSSARY OF TERMS

- ASSOCIATION** - Means the Ottawa Police Association.
- BOARD** - Means the Ottawa Police Services Board.
- CHIEF** - Means the Chief of Police of the Ottawa Police Service or his/her designee.
- EMPLOYEE** - Means an employee of the Ottawa Police governed by this Collective Agreement and identified in Appendix "A" (Salary Schedules) of the Collective Agreement.
- EMPLOYER** - Means the Ottawa Police Services Board.
- POLICE SERVICE** - Means the Ottawa Police Service.
- SENIORITY** - Means the length of, continuous service with the employer and including prior service recognized with the Gloucester, Nepean, or Ottawa Police Services.

ARTICLE 1 - RECOGNITION AND SCOPE

- 1:01 Pursuant to the Police Services Act, the Board recognizes the Association as the exclusive bargaining agent for all employees coming within the scope of this Agreement.
- 1:02 The Board and the Association agree that the terms of this Agreement shall apply to all employees of the Police Service, save and except those excluded by statute or as set forth in this Agreement, or employees of the Police Service covered by a separate Agreement between the Board and the Association.
- 1:03 The Board and the Association agree that whenever applicable in this Agreement, the singular number shall include the plural and the masculine gender shall include the feminine.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2:01 The Association acknowledges that, subject to the Police Services Act, R.S.O. 1990, as amended, and Regulations made pursuant thereto, it is the function of the Board and it has the exclusive right to:

- (a) .maintain order, discipline and efficiency
- (b) hire, discharge, direct, classify, transfer, promote, demote or suspend or otherwise discipline any employee.

2:02 The Board agrees that no member will be dealt with adversely without reasonable cause, and that it will exercise the function outlined in paragraphs 2:01 (a) and (b) fairly, without discrimination and in a manner consistent with this Agreement, the Police Services Act and the Regulations made thereunder by the Lieutenant Governor in Council.

ARTICLE 3 - RELATIONSHIP

The Board and the Association agree that there will be no discrimination, interference, restraint or coercion exercised or practised by either party because of an employee's membership in the Association. Both parties agree not to intimidate, harass, or coerce members of the Association, or members of the Administration or Police Services Board.

ARTICLE 4 - ASSOCIATION MEMBERSHIP

The Board and the Association mutually agree that any new employee of the Police Service covered by this Agreement shall become a member of the Association, unless for some legitimate reason recognized in law.

ARTICLE 5 - ASSOCIATION DUES

- 5:01 That the Board concurs in the existing arrangement whereby the employer shall effect deductions from the regular salary of members of the Association with respect to their Association fees and dues when the employer has been authorized in writing.
- 5:02 Notwithstanding that a member, while still an employee of the Police Service, decides to withdraw from the Association or is expelled from the Association, in accordance with the provisions of its Constitution, the employer shall continue to deduct and remit to the Association that portion of the member's salary as is to be paid to the Association as dues.
- 5:03 That the employer shall deduct from each biweekly pay, such sums as the Association may levy from time to time upon such member.

- 5:04 The deduction hereby authorized under this Agreement shall continue until such time as this Agreement is terminated or unless otherwise instructed by the Association.
- 5:05 The employer, on a biweekly basis, shall forward to the Treasurer of the Association the deductions which have been made for that most recent period.
- 5:06 The employer shall ensure a check-off authorization form is provided to each new employee at the beginning of his/her employment and any check-off forms which are duly signed shall then be delivered forthwith to the Treasurer of the Association.
- 5:07 In respect of the foregoing, the Association agrees to save the employer harmless for any actions brought by or on behalf of a member in respect of the deductions of any such dues or levies.

ARTICLE 6 - BARGAINING

- 6:01 The Board and the Association agree to bargain in good faith, and further agree that should it be necessary to refer any or all matters in dispute to arbitration it will be done pursuant to the Police Services Act of the Province of Ontario.
- 6:02 The Board and the Association agree, that, in the event of arbitration, each party will assist the other to ensure that witnesses will be present and every reasonable effort will be made to facilitate and ensure their attendance.

ARTICLE 7 - ACCIDENT, SICKNESS, MATERNITY LEAVE

- 7:01 WORKERS' COMPENSATION
- (a) All employees shall be covered by the Workers' Compensation Act (Workplace Safety and Insurance Board effective from January 1998) regardless of rank or assigned duties.
- (b) Where an employee is absent from duty as a result of personal illness or injury arising out of and in the course of his/her duties within the meaning of the Workers' Compensation Act (Workplace Safety and Insurance Board effective from January 1998), the employee shall be provided with free hospitalization and medical care for any treatment

relative to the compensable injury/illness. The Board agrees that the employee will continue to receive full salary for the period of temporary disablement as determined by the Workers' Compensation.

- (c) An employee may apply for a cash-in-lieu of annual leave credits accumulated while receiving Workers' Compensation benefits. The decision to approve or reject this application is at the sole discretion of the Board and shall not be the subject of a grievance.
- (d) Employees absent as a result of a personal injury or accident, as defined in 7:01(b), shall be required to produce a properly completed medical certificate within the first ten (10) days of absence. It shall be required to renew such certificate(s) at the request of the Workers' Compensation Board at its discretion, and a copy of that certificate shall be delivered by the employee to the Chief.

7:02 SICK LEAVE

7:02(i) Applicable to those employees hired prior to October 15, 1995

- (a) Every employee upon joining the Police Service shall be given an advance credit of sixty (60) days leave of absence on account of sickness.
- (b) The employee shall not accumulate any additional leave of absence on account of sickness until the completion of the month following the period required to accumulate sixty (60) days leave of absence on account of sickness, the accumulation being based at the rate of one and one half (1-1/2) days per month for each completed month of service.
- (c) After completing the requirements as set forth in the above paragraph, the rate of accumulation of leave of absence on account of sickness shall be one and one half (1-1/2) days per month for each completed month of service.
- (d) Leave of absence on account of sickness shall be known as "sick leave" and shall be cumulative.
- (e) In January of each year, every employee shall be

notified of the number of days sick leave standing to his/her credit.

- (f) Should an employee be absent on sick leave in excess of six (6) consecutive months, the employee shall not accumulate further leave of any kind until he/she returns to full duty.
- (g) The provisions of Clause 7:02 (i) and Articles 8 and 9 of this Agreement shall not be subject to change in any way without the approval of two-thirds (2/3) of the employees eligible to participate in the provisions therein established.

7:02(ii) INCOME PROTECTION PLAN

Applicable to those employees hired after October 15, 1995

Each employee shall be eligible to receive Income Protection benefits in accordance with the following:

- (a) The Income Protection Plan provides for the continuation of salary in whole and/or in part, for a period of up to six hundred and eighty (680) hours if an employee is absent due to non-occupational illness or accident. The Income Protection benefits provided will be based on the individual employee's length of service, and in accordance with the following schedule:

<u>Length of Service</u>	<u>100% Salary (Hours)</u>	<u>75% Salary (Hours)</u>
Less than 3 months	0	0
3 months but less than 1 year	0	680
1 year but less than 2 years	40	640
2 years but less than 3 years	80	600
3 years but less than 4 years	120	560
4 years but less than 5 years	160	520
5 years but less than 6 years	240	440
6 years but less than 7 years	280	400

7 years but less than 8 years	360	320
8 years but less than 9 years	440	240
9 years but less than 10 years	520	160
10 years but less than 15 years	600	80
15 years and over	680	0

- (b) The Income Protection benefits will be limited in any calendar year to the number of hours specified above and the coverage at 100% or 75% salary shall be based on the anniversary date of the employee.

Employees off on Income Protection benefits who have utilized all of the 680 hours will only be eligible for an additional 680 hours coverage in the same or subsequent year after the employee has returned to active employment for at least 20 working days. It is understood that these additional hours in the same year will be at 75% of salary.

The elimination period for long term disability will be 680 hours in accordance with the LTDI Policy with the carrier company.

- (c) The employer may require the employee to produce a medical certificate after any four individual absences or any one absence or series of absences totalling more than four days in a year. For extended absences the employee will be required to produce a medical certificate within the first ten (10) days of any absence. It will be necessary to renew such certificate every twenty (20) days thereafter,, unless the Chief is satisfied with the initial certificate indicating the total period of absence and probable date of return to work.
- (d) Should an employee be absent on sick leave in excess of 680 hours the employee shall not accumulate further leave of any kind until he/she returns to full duty.
- (e) If an employee is off on Income Protection, returns to work and has a reoccurrence of the same illness/injury within thirty (30) working days, for purposes of eligibility for long term disability

'the date of the initial claim will be the effective date for the waiting period to commence.

- (f) An employee on Income Protection in receipt of 75% salary may utilize any accumulated leave credits (vacation, overtime, court time, statutory holiday) to top up to 100% salary.
- (g) In extenuating circumstances, special consideration may be given by the Chief for long service employees who have historically demonstrated good attendance but who have utilized all of the Income Protection available in a year, have no other accumulated credits available, and who would be without pay while waiting the eligibility period for long term disability.

7:03

MATERNITY LEAVE/PARENTAL LEAVE

- (a) Every employee who becomes pregnant, and has worked continuously for the Police Service for at least thirteen (13) weeks preceding the estimated date of her delivery shall notify the 'Chief, in writing, of her pregnancy, time permitting, no less than five (5) months prior to the expected day of the termination of her pregnancy, which day shall be verified in writing by a qualified medical practitioner, and should be granted leave without pay upon request of the employee.
- (b) A female employee shall be entitled to at least seventeen (17) weeks maternity leave which may commence during the period of eleven (11) weeks immediately preceding the expected day of delivery.
- (c) The Police Service shall not require the female employee to resume her duties for a period of six (6) weeks after the actual day of delivery as confirmed by a statement of a duly qualified medical practitioner.
- (d) The periods mentioned in 7:03 (b) and 7:03 (c) shall be shortened or lengthened if requested by the female employee upon presentation of a statement of a duly qualified medical practitioner in support of such a request or may be shortened or lengthened upon mutual agreement between the Police Service and the female employee for other reasons.
- (e) The maximum length of a maternity leave shall not

exceed one (1) year and shall terminate on a date mutually agreed to by the female employee and the Chief. The return date shall be determined prior to the commencement of leave. If she desires to return to work prior to the determined date, the employee granted maternity leave must give written notice to the Chief at least two (2) full weeks before her return to work. Any employee who fails to return to work on the predetermined day, or to provide written notice as aforesaid, shall be deemed to have terminated her employment.

- (f) Subject to the employee's written request to the contrary, which must be supported by a duly qualified medical practitioner, any pregnant employee shall be assigned to light duties during the term of her pregnancy.
- (g) Upon request, any pregnant employee working with a VDT shall be offered alternate employment during the term of her pregnancy and shall not suffer any reduction in rate of pay or benefits because of such transfer.
- (h) The Board's obligation to reinstate the employee ends at the expiration of seventeen (17) weeks of absence, provided a longer maternity leave has not been granted under 7:03 (e).
- (i) The Board shall continue to pay the premiums normally payable by the Board to maintain those fringe benefits to which the employee is entitled for a period of fifty (50) weeks.
- (j) An employee on maternity leave/parental leave shall not lose seniority standing during such leave period.
- (k) An employee shall not receive sick leave pay in accordance with section 7:02(i)(c) or 7:02(ii)(a) of this Agreement during the period of maternity leave/parental leave.
- (l) Where an employee is granted maternity leave/parental leave, such leave shall be counted for the purpose of calculating any entitlements based on years of service. Time spent on such leave shall also be counted for pay increment purposes.

- (m) Where an employee has been placed with a child or children for the purpose of adoption, leave of absence shall be granted under the same terms and conditions for the term as outlined for maternity leave/parental leave.
- (n) Effective upon approval by the Canada Employment and Immigration Commission, the Board shall provide Supplemental Unemployment Benefits to employees on maternity/parental leave in accordance with the terms and conditions of the Supplemental Unemployment Benefit Plan as described in Appendix "B".

ARTICLE 8 - TERMINAL ALLOWANCE

Applicable only to employees hired prior to October 15, 1995:

8:01 ON SEPARATION OTHER THAN DEATH OR RETIREMENT

- (a) Every employee shall be entitled to a terminal allowance except employees with less than ten (10) years service.
- (b) The terminal allowance shall be fifty percent (50%) of the unused sick leave standing to the employee's credit at the time of separation multiplied by the employee's daily rate of pay at the date of separation.
- (c) In the event an employee has not had sufficient length of service to earn sick leave at the normal rate of accumulation (as defined in 7:02 (i) (b)), and is separated from employment, the employee shall repay the employer that portion which is overdrawn calculated on the daily salary of the employee at the time of separation.
- (d) That in no case shall the number of days terminal allowance at termination exceed the maximum number of days terminal allowance previously available to employees under their respective Collective Agreements with Gloucester, Nepean or Ottawa Police Services Boards as at December 31, 1994.

8:02 ON DEATH

- (a) The estate of an employee shall be paid a terminal allowance on the death of the employee.

- (b) 'On the date 'of death the number of days unused sick leave standing to the employee's credit shall be doubled. The terminal allowance shall be fifty percent (50%) of this number of days multiplied by the employee's daily rate of pay at the date of the employee's death.
- (c) That in no case shall the number of days terminal allowance at termination exceed the maximum number of days terminal allowance previously available to employees under their respective Collective Agreements with Gloucester, Nepean or Ottawa Police Services Boards as at December 31, 1994.

8:03 ON RETIREMENT

- (a) On retirement, as defined in Article 10, an employee shall be entitled to a terminal allowance.
- (b) On the date of retirement, the number of days unused sick leave standing to the employee's credit shall be doubled. The terminal allowance shall be fifty percent (50%) of this number of days multiplied by the employee's daily rate of pay at the date of the employee's retirement.
- (c) That in no case shall the number of days terminal allowance at termination exceed the maximum number of days terminal allowance previously available to employees under their respective Collective Agreements with Gloucester, Nepean or Ottawa Police Services Boards as at December 31, 1994.

ARTICLE 9 - TERMINAL LEAVE PROVISION FOR LONG SERVICE EMPLOYEES

9:01 The terminal leave provisions of this Article will be applicable only to employees of the former Ottawa Police Service who were hired by their former employer prior to January 1, 1984.

Employees who are eligible for this benefit will be entitled to a maximum of two hundred sixty (260) days benefits from their sick leave account and any residual days in excess of two hundred sixty (260) days (to a maximum of one hundred ninety-five (195) days) remaining in their sick leave account will be paid in accordance with the provisions of Article 8:03.

The benefit may be exercised up to one (1) full year prior to reaching retirement.

The employee shall make application for this terminal leave and when the leave is granted the employee's position shall be deemed to have been vacated and the employee shall be deemed to have retired from the payroll and shall only be entitled to such benefits as are set forth herein. The employee shall be allowed to utilize such leave credits to the maximum outlined in paragraph two of this policy (two hundred sixty (260) days, if qualified). The employee shall not be entitled to any other separation allowance except that if on reaching retirement date as defined in Article 10, the employee still has sick leave credits, those sick leave credits will be paid as a terminal allowance as set forth in Article 8:03.

The employee shall be paid for this terminal leave by a biweekly payment which shall equate to one twenty-sixth (1/26) of the employee's annual salary at the time of application for the terminal allowance. This payment shall be charged against the employee's sick leave credits at the rate of ten (10) days for each biweekly payment. At the end of the period, the employee may elect to take the one hundred ninety-five (195.) days standing to the employee's credit as a lump sum payment in terms of the terminal allowance provisions.

The employee may elect either to accept an actuarially adjusted pension after sick leave has been used up, or a deferred pension to be paid at the date of normal retirement.

During the period that the employee is on this special terminal leave, the employee shall accumulate no further sick leave, or annual leave. The employee shall be entitled to the continuance of benefits enjoyed at the time of application for terminal leave. The continuance of insured benefits shall cease when the employee takes a lump sum payment.

ARTICLE 10 - RETIREMENT

10:01 Exclusive of those employees enrolled in the City of Ottawa Superannuation Fund (COSF), all employees shall participate in the new final average earnings OMERS pension plan. The Board and the individual employee shall each contribute an equal percentage of applicable earnings during the calendar year in accordance with the applicable OMERS rules and regulations.

Applicable earnings shall not include overtime and court time. Earnings below the CPP maximum are considered at a premium rate one and one half percent (1 1/2%) below that for earnings above the CPP maximum for the Board and individual member. The pension benefit is two percent (2%) of final average earnings for each year of credited service, in accordance with OMERS or COSF, integrated with CPP. Credited service is continuous service since date of joining OMERS to retirement date.

10:02 The OMERS Basic and Type I and III (including the permanent partial disability provision) shall be administered consistent with the rules and regulations of the OMERS Act and Regulations and Supplementary Benefit provisions.

10:03 The Board will support the principle of the employee's purchase of Optional Service provided that there is no cost or liability to the Board.

10:04 The compulsory age for retirement of all members of the bargaining unit from the Ottawa-Carleton Regional Police Service shall be the first of the month immediately following the member's sixtieth (60th) birthday.

10:05 All earned, purchased or otherwise obtained credited or pensionable service while in the employ of the Ottawa, Gloucester or Nepean Police Services shall be considered credited or pensionable service, as the case may be, with the Ottawa-Carleton Regional Police Services Board effective January 1, 1995.

Applicable only to employees specified in 10:06 and 10:07

10:06 For employees enrolled in the City of Ottawa Superannuation Fund, the Board and the Association mutually agree that each employee or dependants shall be entitled on retirement or death, resignation or dismissal, to the benefits as set forth in By-law 7200 of the Corporation of the City of Ottawa, entitled The Corporation of the City of Ottawa Superannuation By-law number 7200, as amended from time to time.

10:07 Employees who are enrolled in the City of Ottawa Superannuation Fund shall have the same benefits on the same terms as those contained in the OMERS Type III early retirement supplementary plan including the permanent partial disability provision. That is to say that upon application by the employee, the employer may declare the employee to be unable to perform his/her duties due to

mental or physical incapacity so as to enable the employee to become eligible for a pension on the same terms as if covered by OMERS Type III. Full cost of the implementation including all past service costs and all additional future service contributions to be assumed by the Board. The contributions of the employees shall be established at a maximum rate of eight percent (8%) effective January 1, 1985.

Applicable only to employees hired after October 15, 1995

10:08 At retirement with a non actuarially reduced pension, employees with thirty (30) or more years of service will be entitled to a retirement allowance of two (2) days of pay for each completed year of service to a maximum of sixty (60) days.

ARTICLE 11 - SALARIES/PAYMENT OF SALARIES

The parties agree that in accordance with this Agreement, the annual salary of each member of the bargaining unit is as set forth hereto in Appendix "A" and made part of this Agreement.

Payment of salaries shall be on a biweekly basis. Under normal circumstances, pay stubs/cheques will be made available the day prior to the pay day at the employee's Division no later than 8 p.m.

ARTICLE 12 - HOURS OF WORK

The normal hours of work for each employee of the bargaining unit shall be forty (40) hours per week on a five (5) day basis with two (2) consecutive days of rest. Where requirements of the Service permit, each employee shall be allowed one (1) hour for a meal.

Patrol Division Shift Arrangements

The shift schedule and arrangements are as contained in the Letter of Understanding dated October 23, 2000, appended to the Collective Agreement.

ARTICLE 13 - OVERTIME

13:01 Overtime shall be deemed to be any time spent in the service of the employer in excess of an employee's normal tour of duty, excepting such times as is hereinafter defined as court time.

13:02 When an employee is required to be on duty for any period in excess of one-half (1/2) hour after a normal tour of duty, such time shall accumulate, including the first half hour and be credited to the employee as overtime.

13:03 For the purpose of this Agreement, a normal tour of duty shall be defined as the hours of duty assigned to an employee by the regular posting of assignments as determined by the Chief.

The administration may change the tour of duty of an employee from that posted on the following basis:

(a) If notification of the change is given seventy-two (72) hours or more in advance of the starting time of the employee's posted tour of duty, there shall be no premium.

(b) Otherwise, where an employee's tour of duty is changed, in addition to the normal pay or overtime accruing to the employee, the employee shall be entitled to a premium of three-quarter (3/4) of an hour's pay at straight time rate for each hour that the starting time of the employee's tour of duty has been advanced to a maximum of four and one-half (4 1/2) hours.

13:04 For the purpose of this Agreement, a call-back shall be defined as the recall of an employee to duty after the employee's normal tour of duty and before the employee's next tour of duty other than under the conditions set forth in 13:03. Any recall to duty between midnight and 6:00 a.m. other than a recall to a full tour of duty shall be treated as a call-back and remunerated as set forth in the next paragraph.

In the case where the employee is called back, other than immediately prior to the start of his/her regular tour of duty, the employee shall be paid at the rate of one and one-half (1 1/2) times the employee's regular rate of pay for each hour of duty with a minimum guarantee of three (3) hours of duty for the call-back (i.e. a guarantee of 3 hours at one and one-half (1 1/2) times for the call-back).

13:05 That all overtime as presently specified be paid within sixty (60) days at the rate of time and one-half, or granted in lieu time, at one and one-half (1 1/2) hours for each hour so worked.

- 13:06 (a) For the purpose of lieu time, as specified in 13:05, a bank may be established by individual employees for the purpose of time off in lieu to a maximum of one hundred and twenty (120) straight time hours.
- (b) It is recognized that the one hundred and twenty (120) straight time hours for time off in lieu purposes incorporates the Article 14, Court Time, and all references to time off as a result of attending Court. Any "payment" to be received under Court Time will be paid in accordance with the provisions of Article 13, Overtime, with the exception of 14:05 which remains status quo. In the event an employee utilizes the hours accrued the employee may then replenish the hours to the one hundred twenty (120) hours maximum in the future, based on overtime worked.
- 13:07 The regular hourly rate of an employee shall be calculated by dividing the employee's annual salary by 260.88 days, divided by eight (8) hours.
- 13:08 Where an employee is required to work overtime on a statutory holiday, the employee will be entitled to a premium payment of one hour (1) for each hour worked or portion thereof following the employee's normal tour of duty.

ARTICLE 14 - COURT TIME

- 14:01 Court time shall be deemed to be time spent by an employee in off-duty hours in attendance at any court, civil trial, inquest, inquiry or Police trial or hearing (excluding such time required to spend on such tribunal for personal reasons) or any time spent as a result of his/her service to the Police in litigation of any description.
- 14:02 When an employee is required to attend court during the employee's normal tour of duty and is prevented from going off duty at the normal time, time in excess of the normal tour of duty shall be credited at time and one-half to the employee's accumulated court time.
- 14:03 When an employee is required to attend court immediately before the regular tour of duty (1:30 or 2:00 p.m. court, and reports for duty on shift commencing before 5:00 p.m.) the employee shall be paid from the time required

to report to court until the employee reports for duty at the rate of time and one-half.

- 14:04** When an employee is required to attend court in off-duty hours the employee shall receive, in compensation thereof, eight (8) hours court time at straight time for each court appearance (morning, afternoon, or evening). If an employee is required to attend court for more than one court appearance in a calendar day, the employee shall receive in compensation thereof, six hours court time for each appearance.
- 14:05** (i) Exclusive of 14:05(ii) and unless otherwise provided in this Agreement, when an employee is required to attend court on any occasion during a period of annual vacation, the employee shall be granted three (3) extra days leave in compensation thereof for each day, or portion thereof, for which the employee may elect to take pay or time off.
- (ii) Where an employee has received notification prior to the vacation leave draw that he/she will be required for court at a future date and elects to draw vacation during the period that he/she is scheduled for the court appearance(s), then the provisions of article 14:04 would apply for such court appearance(s), not 14:05(i).
- 14:06** Any fee received by the employee shall be turned over to the employer, in lieu of court time as herein defined.
- 14:07** When an employee is required to attend an inquest and when the inquest continues past 12:30 a.m., the employee shall be entitled to an additional four (4) hours' pay at time and one-half over and above the entitlement under 14:04.
- 14:08** Employees shall be reimbursed for any parking expense incurred while attending court, providing they submit proof satisfactory to the employer and in accordance with established procedure.
- 14:09** (a) Notification of cancellation shall be a minimum of twenty-four (24) hours prior to the commencement of regular scheduled days off. Employees on extra days off, (i.e. statutory holidays, overtime, compassionate leave, special leave, court time leave), are required to confirm their court appearance by telephone or by person to the Case Management Section or other personnel as designated

by the Chief, a minimum of twenty-four (24) hours prior to the scheduled court appearance. Failure by the employee to confirm his/her court appearance will result in no payment if court has been cancelled. Failure by the employer to notify an employee as described in this clause will entitle the employee to be compensated in accordance with 14:04.

- (b) Where an employee has scheduled his/her annual vacation, the employee must receive notification of appearance or cancellation a minimum of fourteen (14) days prior to the commencement of his/her annual vacation. Any expenses (including any non-refundable expenses incurred) by the employee as a result of having to attend court during his/her vacation period will be reimbursed by the Board upon application by the employee.

Where the administration fails to provide proper notification as described herein, the employee will be entitled to the provisions of 14:05.

14:10 When a retired employee is required to attend Court, as defined in 14:01, the retired employee shall be compensated pursuant to 14:04 and in accordance with the employee's rate of pay at retirement.

ARTICLE 15 - VACATION LEAVE

15:01 Subject to 15:10, each employee coming within this Agreement shall be entitled to vacation with full pay on the following basis:

- (i) On completion of one (1) year's service, and in each subsequent year the employee shall be granted ten (10) working days.

Each employee who has not completed one (1) year's service shall be entitled to five sixths (5/6) of a day for each completed month of service.

- (ii) In the year an employee completes three (3) years of service, and in each subsequent year the employee shall be granted fifteen (15) working days.

- (iii) In the year an employee completes ten (10) years of service, and in each subsequent year

the employee shall be granted twenty (20) working days.

- (iv) In the year an employee completes fifteen (15) years of service and in each subsequent year the employee shall be granted twenty-five (25) working days.
- (v) In the year an employee completes twenty (20) years of service the employee shall be granted twenty-six (26) working days.
- (vi) In the year an employee completes twenty-one (21) years of service the employee shall be granted twenty-seven (27) working days.
- (vii) In the year an employee completes twenty-two (22) years of service the employee shall be granted twenty-eight (28) working days.
- (viii) In the year an employee completes twenty-three (23) years of service and in each subsequent year the employee shall be granted thirty (30) working days.
- (ix) In the year an employee completes twenty-seven (27) years of service and in each subsequent year thereafter, the employee shall be granted thirty-five (35) working days.

15:02 Where, in any year, an employee leaves the employer prior to receiving annual vacation in that year, the employee shall be given the proportionate amount of vacation earned for that year before the employee's name is removed from the paysheet or before the resignation becomes effective.

15:03 Where, in any year, an employee dies prior to receiving annual vacation in that year, there shall be paid to the estate an amount equal to the salary that would have been paid to the employee on the proportionate amount of vacation earned for that year.

15:04 Annual vacations shall be taken by employees in each rank within a Division, Platoon or Section in order of seniority based on the total length of service with the employer.

Except as otherwise provided in 15:08, an employee shall take annual vacation in one (1) or more draws. The

employee shall make the first draw in the usual manner (in order of seniority) and the subsequent draws (in order of seniority) after the first draw has been completed.

The annual vacation draw shall commence no earlier than the 15th day of October and shall be completed no later than the 31st day of December in each year.

15:05 Should an employee be sick immediately prior to or during annual vacation and should the illness require the employee to be confined to bed for a period of five (5) or more days during the annual vacation period, the employee shall be given the option of charging the time actually sick, either to the annual vacation or to sick leave. The balance of the annual vacation or the total vacation would then be taken outside the normally established vacation schedule and subject to the agreement of the Chief.

15:06 When an employee is required to return to duty for any reason other than court while on annual vacation the employee shall be granted three extra days' pay for each day or portion thereof. This return to duty would only be on the orders of the Chief.

15:07 In the year an employee leaves on retirement with a pension from OMERS or COSF, the employee shall be entitled to full vacation entitlement for that year in either time off or by pay.

15:08 Those employees who, on a regular basis, are not eligible for either overtime, or court time, are to be permitted to utilize up to five (5) days, of their annual leave for the purpose of taking one (1) day leaves throughout the year at the discretion of their supervisor. The provisions of 14:05 (court time) will not apply to any leave taken under this provision.

15:09 The entitlement of an employee to vacation leave/pay in any calendar year shall be reduced on a proportionate basis for time off by the employee during that year on:

(i) sick leave with or without pay and/or Workers' Compensation totalling in excess of six (6) uninterrupted months, either solely or in combination;

(ii) any amount of time off on Long Term Disability Leave;

- (iii) any period of leave without pay in excess of twenty (20) consecutive days or,
- (iv) as otherwise provided in this Agreement.

ARTICLE 16 - BEREAVEMENT LEAVE, SPECIAL LEAVE

BEREAVEMENT LEAVE

An employee shall be granted four (4) working days bereavement leave immediately following the death of a member of the family. For the purpose of this section family means wife, husband, common-law spouse, child, father, mother, brother, sister, person standing in loco parentis, grandparent, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law.

SPECIAL LEAVE

Special leave to a maximum of three (3) days per year, non cumulative, shall be granted an employee for special emergency situations involving the health of an employee's spouse or children. The employee, to be entitled to this leave, would have no other annual or other leave, except sick leave, upon which the employee could draw.

Special leave of four (4) working days shall be granted an employee for the purpose of getting married.

ARTICLE 17 - STATUTORY HOLIDAYS

17:01 All employees coming within this Agreement shall be granted twelve (12) days leave annually in lieu of the statutory and declared holidays as identified in 17:02.

17:02 In addition to those set out in the following paragraph, any day proclaimed by the Governor General in Council or the Lieutenant Governor in Council for the Province of Ontario, or the Council of the Regional Municipality of Ottawa-Carleton shall be a statutory holiday.

New Year's Day	Good Friday
Easter Monday	Victoria Day
Canada Day	Civic Holiday (August)
Labour Day	Thanksgiving Day
Remembrance Day	Christmas Day
Boxing Day	One (1) Floating Day

17:03 Any employee required to work on a statutory holiday, as defined in 17:02, but excluding the "floating day" in addition to their regular salary shall be credited with one-half (1/2) hour at straight time rates for each hour so worked, for which an employee can elect to receive either pay or time off in lieu.

For the purpose of this section, the statutory holiday shall reflect the twenty-four (24) hour period from 12:01 a.m. to 11:59 p.m. the day of the holiday or in the case of platoons, the third relief shift shall be where the majority of hours are worked on the statutory holiday.

17.04 Where an employee was unable to utilize any portion of the statutory holiday credits as specified in 17:02, the employee will be paid, by March 31st of each calendar year, any unused credits at the rate of pay the credits were earned.

17:05 Employees on rotation shifts whose shift schedule requires them to work weekends and statutory holidays, as they fall in accordance with their shift schedule, shall be allowed to choose a cash-in-lieu of statutory holidays for any portion of the annual allotment of statutory holidays. The employee must make his/her intention known in writing prior to the annual leave draw of his/her decision for the following year. The employee will be paid by March 1st in the year in which they are earned.

17:06 In the event of separation from employment, any excess lieu days credited or paid shall be repaid to the employer.

ARTICLE 18 - LONGEVITY PAY

Effective January 1, 2001, the Longevity Pay provisions are no longer applicable and the entire article will be deleted from the subsequent Collective Agreement.

18:01 Each employee qualified by the service requirement shall receive in appreciation of long service the following longevity award annually:

- (a) After five (5) years of service - \$60.00 per year;
- (b) After ten (10) years of service - \$120.00 per year;
- (c) After fifteen (15) years of service - \$180.00 per year;

- (d) .After twenty (20) years of service - \$240.00 per year;
- (e) After twenty-five (25) years of service - \$300.00 per year;
- (f) After thirty (30) years of service - \$360.00 per year;
- (g) After thirty-five (35) years of service - \$420.00 per year;
- (h) After forty (40) years of service - \$480.00 per year;

18:02 In the event that an employee leaves the service prior to retirement, payment of longevity pay shall be paid on a pro rata basis for the portion of the year served.

18:03 That in the event of a employee's death, the Board agrees to pay to the Estate of the employee the full amount of longevity pay for that year.

18:04 In the year in which the employee retires, he/she shall be entitled to receive the full amount of the longevity pay for that year.

18:05 Longevity pay shall be paid on the 1st day of December, or the nearest pay day.

ARTICLE 19 - SPECIAL PAY ALLOWANCES

19:01 ACTING RANKS

Any employee authorized by the Chief to act in the capacity of a higher rank for a continuous period of more than ten (10) days or a total of twenty (20) days in any one (1) calendar year, shall receive the salary of the higher rank during the time the employee acts in that capacity.

19:02 IDENTIFICATION SECTION

(a) All employees attached to the Identification Section who have graduated from a recognized identification and photography course shall be paid the same rate of pay as a sergeant while so employed in the Identification Section.

(b) All employees attached to the Identification

Section who have completed one (1) year's service in the Identification Section shall receive sergeant's pay while so employed.

19:03 CRIMINAL INVESTIGATION DIVISION

A payment of two dollars (\$2.00) per day shall be provided for any constable working in a Criminal Investigation Division for a period in excess of ten (10) working days in any calendar year. After a period of twelve (12) months in a Criminal Investigation Division, a constable shall receive sergeant's pay while in that Division. If the employee leaves and is later returned to a Criminal Investigation Division, the employee shall be paid the salary of the sergeant while in that Division.

19:04 TRANSFERS BETWEEN IDENTIFICATION SECTION AND CRIMINAL INVESTIGATION DIVISION

In the event that a constable completes one (1) year in a Criminal Investigation Division and is subsequently transferred to the Identification Section, the constable shall continue to receive sergeant's salary, after completion of three (3) months in the Identification Section.

In the event that the constable completes one (1) year in the Identification Section and is subsequently transferred to a Criminal Investigation Division, the constable shall continue to receive sergeant's salary, after completion of three (3) months in a Criminal Investigation Division.

19:05 UNDERWATER SEARCH AND RECOVERY SQUAD

Any employee who is a member of the Underwater Search and Recovery Squad who is actually diving shall receive in addition to his/her regular pay, a premium of one (1) additional hour's pay at straight time for each hour of work.

19:06 CANINE UNIT

The Board agrees to pay a premium of one thousand dollars (\$1,000.00) per annum, or a pro rata portion where applicable, to an employee who is a member of the Canine Unit payable on the first day of December, or the nearest pay day.

19:07

SENIOR CONSTABLE DESIGNATION

Qualifications

- (1) The constable must have completed fifteen (15) years of sworn service with the employer.
- (2) The constable must be eligible for promotion to sergeant having passed the provincial exam. To remain qualified for the Senior Constable Designation, the constable need only be eligible for promotion upon completing fifteen (15) years sworn service.

Entitlement

1) Pay

Constables who have qualified for this designation shall receive 102% of a First Class Constable's salary.

2) Term of Entitlement

- (a) Shall commence on the anniversary date of reaching fifteen (15) years service provided all qualifications are satisfied.
- (b) Shall cease on the occurrence date of any one of the following:
 - (i) ceases to be a First Class Constable,
 - (ii) promotion,
 - (iii) receipt of acting pay in accordance with Article 19:01, 19:02, 19:03, or 19:04 of this Agreement.

19:08

PLAIN CLOTHES ALLOWANCE

Each employee covered by this Agreement who is required to provide and wear ordinary clothing to perform his/her duties, shall be reimbursed by the Board for expenses incurred in the purchase of such clothing. Such reimbursement shall be paid quarterly in an amount not to exceed one thousand and twenty-five dollars (\$1,025.00) per annum. Should an employee be required to perform

his/her duties and provide and wear ordinary clothing in excess of thirty (30) days in any one calendar year, the employee shall be reimbursed by the Board on a pro rata basis for the period spent.

19:09 DRY CLEANING ALLOWANCE

- (a) Each employee shall be allowed the sum of three hundred and fifty dollars (\$350.00) per annum, or a pro rata portion where applicable, by way of a dry cleaning allowance, which amount shall include any amount actually paid for cleaning and pressing on an emergency or ad hoc basis; the said sum of three hundred and fifty dollars (\$350.00) to be paid on the first day of December or the nearest pay day in each year.
- (b) In addition, each employee who is a member of the Mounted Unit, shall receive an extra cleaning allowance of two hundred dollars (\$200.00) per annum, or a pro rata portion where applicable to be paid on the first day of December or the nearest pay day in each year.

19:10 SHIFT DIFFERENTIAL

A tour of duty differential in the amount of ten (10) cents an hour shall be paid to all employees for all work performed on a regular or **special** tour of duty in which the majority of hours (four (4) or more hours) are worked after 3:00 p.m. exclusive of overtime, and,

A tour of duty differential in the amount of twenty (20) cents per hour shall be paid to all employees for all work performed on a regular or special tour of duty in which the majority of hours (four (4) or more hours) are worked after 9:00 p.m. exclusive of overtime.

19:11 POLICE COLLEGE ALLOWANCE

- (a) An allowance of sixty dollars (\$60.00) per week shall be paid to each employee attending and residing at a work related training facility.
- (b) Any employee attending and residing at a work related training facility for a continuing period in excess of three (3) weeks shall be paid an additional one hundred dollars (\$100.00) allowance.
- (c) A per diem of fifty dollars (\$50.00) shall be paid to an employee for each day that the employee is

'expected to provide his/her own meals while attending and residing at a work related training facility.

- (d) Any employee required to attend the Ontario Police College in Aylmer, Ontario, will **be** provided with a travel allowance of one hundred seventy-five dollars (\$175.00) for each trip to and from Aylmer. Any employee required to attend any other work related training facility outside of the Region of Ottawa-Carleton shall be paid a travel allowance of thirty-three cents (\$0.33) per kilometre each way.
- (e) Any employee required to attend the Ontario Police College in Aylmer, Ontario, and required to travel in off-duty time shall be provided with eight (8) hours time off in lieu for each trip to or from Aylmer. The employer will only be required to provide such time off for one trip to and from Aylmer for each course/session unless the employee has been ordered to return by the employer and makes such trip in off-duty time.

19:12 REQUESTS FOR OFF-DUTY POLICE OFFICERS

The parties agree that any and all requests for the services of off-duty police officers to work in that capacity must be made to the Chief. The Chief may then enter into a contract, with the approval of the Board, for the remuneration of the employees concerned. Overtime rates in accordance with Article 13 of this Agreement shall apply. That constables assigned to this special provision of services shall be paid at the rate of First Class.

19:13 TRANSPORTATION

Each employee of the bargaining unit shall be entitled to ride free on any of OC Transpo buses while on duty.

19:14 PREMIUM PAY FOR TRAINING OR COACH OFFICERS

The employer agrees to pay a premium of ten dollars (\$10.00) per day for each day or part of a day an employee is required to act as recruit coach officer or recruit training officer for the purpose of training new employees.

OUT-OF-TOWN TRIPS

- (a) When an employee is required to carry out an assignment outside the Regional Municipality of Ottawa-Carleton, off-duty time spent in travel will be reimbursed at the normal overtime rate to be taken in pay or time off.
- (b) Exclusive of trips to Aylmer, Ontario, when an employee is required by the employer to take a course outside of the Regional Municipality of Ottawa-Carleton, off-duty time spent in travel will be reimbursed at the normal overtime rate but can only be taken on a time off in lieu basis.
- (c) When an employee is required to carry out an assignment outside the Regional Municipality of Ottawa-Carleton, such employee shall be entitled to payment for:
 - (1) Meals:

a)	Breakfast	\$10.00
b)	Lunch	\$15.00
c)	Dinner	\$25.00
 - (2) Accommodations: The actual amount paid supported by a receipt.
 - (3) Other expenses directly related to the out-of-town assignment and supported by receipts. Employees required to use their own vehicle to travel outside the Regional Municipality of Ottawa-Carleton shall be reimbursed at the rate of thirty-three cents (\$0.33) per kilometre.

ARTICLE 20 - MEDICAL PLAN

20:01 The employer agrees to pay one hundred percent (100%) of the cost required to fund single or family government medical plan for all employees. Further the employer agrees to contribute towards the premium costs of hospital coverage and extended medical program for each employee on the following basis:

Effective January 1, 2001

Single:	\$ 38.00 per month
Family:	\$108.00 per month

ARTICLE 21 - GROUP LIFE, DENTAL AND LONG TERM DISABILITY INSURANCE

21:01 The employer agrees to pay the following towards purchases of group life insurance and AD&D for each employee.

Life: \$34.65 per month
AD&D: \$ 6.00 per month

21:02 The employer agrees to pay one hundred percent (100%) of the cost of the premium for the long term disability insurance. The long term disability insurance provides a benefit equal to sixty six and two thirds percent (66 2/3%) of an employee's monthly salary, to a maximum benefit of four thousand (4,000) dollars per month.

21:03 The employer agrees to contribute towards the premium cost of the present Dental Plan the following amounts:

Effective January 1, 2001

Single: \$21.99 per month
Family: \$75.64 per month

ARTICLE 22 - ASSOCIATION OFFICERS AND SECONDMENT

FULL-TIME - EXECUTIVE OFFICER(S) OF THE ASSOCIATION

A leave of absence shall be granted for up to three (3) full-time designated Executive Officers for the Association and the Association shall reimburse the employer for costs (including salaries, at the rate designated by the Association, and benefits).

TEMPORARY

At the request of the Association, subject to operational work requirements, a leave of absence may be granted to employees for term secondment(s) to the Association. The Association shall provide the Board not less than thirty (30) days notice prior to the commencement of the proposed secondment(s) and identify the proposed length of the secondment(s). The Association shall reimburse the employer for costs (including salaries and benefits). Requests for such secondment(s) will not be unreasonably denied.

GENERAL

An employee will not be subject to discipline by the Employer, under this Agreement, for activities related to his/her duties on behalf of the Association during the period of such leave.

ARTICLE 23 - ASSOCIATION DELEGATES

The employer agrees to allow a reasonable amount of time off with pay for representatives attending Association business, excluding collective bargaining negotiation meetings with the employer, but including attendance at meetings of the Police Association of Ontario and the Canadian Police Association as well as any other Association meetings. This time off will be provided on the basis that the Association would furnish the names of the delegates to the Chief at least three (3) weeks in advance of the request for time off.

ARTICLE 24 - EMPLOYEES KILLED ON DUTY

To provide that the widow/widower or dependants of an employee who is killed in the course of duty would be eligible for the following considerations:

- (a) The maintenance of the salary of the police officer's rank to the widow/widower or dependant child (as defined by the Workers' Compensation Act) including regular adjustments as negotiated on an annual basis.
- (b) In considering the total income for the purpose of this Article, the amount would be reduced by the amount of any pension from the Workers' Compensation Board, from COSF, OMERS or from any other source to which the employer had contributed in whole or in part.
- (c) If provided to the widow/widower, the arrangement would continue as long as there was a dependant child, as defined by the Workers' Compensation Act or for five (5) years, whichever is longer. In any event, the arrangement would cease at the time when the deceased police officer would have attained normal retirement age.

If not provided to the widow/widower but to the dependant child, the arrangement would continue as long as the child remained a dependant child, as defined by the Workers' Compensation Act. In any event, the arrangement would cease at the time when the deceased police officer would have attained normal retirement age.

ARTICLE 25 - GRIEVANCE PROCEDURE

The Grievance Procedure shall be subject to the rights and procedures of statute and the parties hereto agreed that when a difference of opinion arises between a member or the Association or both, and the Board, as to the meaning or application of a provision of this Agreement, this matter shall be dealt with as follows:

- (a) It is agreed by both parties that for the purposes of this grievance procedure, a grievance shall be a difference of opinion between an employee or the Association or both, and the employer as to the meaning or application of a provision of this Agreement. Those matters of discipline and any other matters regulated by the Police Services Act of Ontario and any regulations pursuant hereto shall not be deemed to constitute a grievance for the purpose of this procedure but shall be dealt with as prescribed by the Police Services Act.
- (b) The Board shall recognize and deal with the Grievance Committee to be appointed by the Ottawa Police Association.
- (c) Any employee covered by the provision of this Agreement shall not file a grievance with the Association's Grievance Committee until such time as she/he has given his/her immediate supervisor an opportunity to adjust his/her complaint. An employee must discuss his/her complaint with his/her immediate Supervisor within ten (10) days after he/she becomes or should have become aware of the occurrence giving rise to the complaint. If the complaint is not resolved within ten (10) days after notification to the Supervisor, he/she may then present his/her grievance in writing to the Chairman of the Association's Grievance Committee. In exceptional circumstances the complaint stage may be bypassed and the employee may submit the grievance directly to the Association within the initial ten (10) day period.
- (d) The Grievance Committee shall investigate the grievance of the employee, and if the Grievance Committee deems it advisable to proceed, it shall present the grievance signed by the grievor to the Chief within seven (7) days of the date upon which the grievance was presented to the Committee by the employee.

- (e) The Chief and the officer or officers directly involved, shall meet the Grievance Committee within seven (7) days from the date upon which the grievance is presented to him by the Grievance Committee, and shall render his decision in writing within three (3) days thereafter.
- (f) If the Chief fails to meet with the Grievance Committee within the said seven (7) days through his default or, if the decision of the Chief is not acceptable to the Grievance Committee, or if the Chief has not rendered his decision within the time prescribed by the preceding paragraph, the Grievance Committee may forward a copy of the employee's grievance to the Secretary of the Board, but shall do so within seven (7) days of the date upon which the Chief has rendered his decision, or if he fails to render any decision within said three (3) day period, or to meet within said seven (7) day period, then within ten (10) days after the expiration of such seven (7) or three (3) day period respectively.
- (g) The Board shall within fifteen (15) days' after service of the copy of the grievance upon the secretary, meet with the Grievance Committee and shall within seven (7) days after meeting with the Grievance Committee notify the said Committee in writing of its decision with regard to the grievance.
- (h) In the event that the decision of the Board is not acceptable to the Grievance Committee, the said Committee may notify the said Board through its Secretary that it desires the grievance to be submitted to arbitration, and the matter shall be dealt with under the provision of the Police Services Act. The decision of the Board of Arbitration shall be final and binding on both parties to the Agreement as well as upon the employee or employees involved in the dispute.
- (i) The Arbitrator shall not have the jurisdiction to alter or change any of the provisions of this Agreement or to substitute any new provision, nor to give any decision inconsistent with the terms and provisions of the Agreement or to deal with any matter not related to the subject matter of this Agreement.

(j) The time limits expressed are calendar days and may be extended by mutual agreement of the parties.

ARTICLE 26 - LAY-OFF AND RECALL

Lay-off(s) shall be made in reverse seniority order and recall(s) shall be on a seniority basis. For the purpose of this Article, seniority is defined as the length of service with the employer commencing from the date of hire and to include any leaves of absence, long term disability, or extended sick leave.

ARTICLE 27 - LEGAL INDEMNIFICATION

27:01 Subject to the other provisions of this Article, an employee charged with and finally acquitted of a criminal or statutory offence, because of acts done in the attempted performance in good faith of his/her duties as a police officer shall be indemnified for the necessary and reasonable legal costs incurred in the defence of such charges.

27:02 Notwithstanding 27:01, the Board may authorize payment of necessary and reasonable legal costs of an employee pleading or being found guilty of an offence described in 27:01, where the court, instead of convicting the accused, grants him/her an absolute discharge, provided that the Board accepts the recommendation of the Chief, or an officer designated by him/her to make such a recommendation that the employee's actions as a police officer in the course of performing his/her duties were motivated by an intent to do his/her lawful duty, that such actions do not constitute any of the actions described in 27:03 hereof, and that such indemnification will not in the opinion of the Board reduce respect for law enforcement in the Regional Municipality of Ottawa-Carleton.

27:03 Notwithstanding 27:01, the Board may refuse payment otherwise authorized under 27:01 where the actions of the officer from which the charges arose amounted to a gross dereliction of duty or deliberate abuse of his/her powers as a police officer.

27:04 Where an employee is a defendant in a civil action for damages because of acts done in the attempted performance in good faith of his/her duties as a police officer he/she shall be indemnified for the necessary and reasonable legal costs incurred in the defence of such an action in the following circumstances only:

- (a) Where the Chief is not joined in the action as a party pursuant to section 50 (1) of the Police Services Act, and the Chief does not defend the action on behalf of himself/herself and of the employee as joint tortfeasers at the Board's sole expense.
- (b) Where the Chief is joined as a party or elects to defend the action, but the solicitor retained on behalf of the Chief and the employee is of the view that it would be improper for him/her to act for both the Chief and the employee in that action.

27:05

An employee whose conduct is called into question in the course of an inquiry under the Coroner's Act because of acts done in the attempted performance in good faith of his/her duties as a police officer shall be indemnified for the necessary and reasonable legal costs incurred in representing his/her interests in any such inquest in the following circumstances only:

- (a) Where the Chief and/or the Board does not provide counsel to represent the employee at the inquest at the Board's expense; or,
- (b) Where the counsel provided by the Chief or the Board to represent either or both of them along with the employee is of the opinion that it would be improper for him/her to act for both the Chief or the Board and the employee in that action.

27:06

Where an employee intends to apply to the Board for indemnification hereunder, the employee shall, within thirty (30) days of being charged or receiving notice of other legal proceedings covered herein, or receiving notice that he/she will not be represented by counsel retained by the Chief and/or the Board, apply in writing to the Chief or to the officer designated by the Chief to deal with such applications for approval to retain counsel and approval of the counsel to be so retained. In the event of any dispute concerning the counsel to be retained, the matter shall be resolved by an officer designated by the Chief and a member of the Association Executive designated for that purpose.

27:07

Where the Chief, pursuant to Board policy, elects to provide legal counsel to defend an employee in any legal proceeding covered by this provision, the cost of such counsel is the Board's responsibility irrespective of the outcome of the proceedings and neither the employee nor

Board may rely upon the other provisions of this the policy.

27:08 For greater certainty, employees shall not be indemnified for legal costs arising from:

- (a) grievances or complaints under the Collective Agreement between the Board and the Association or under the Police Services Act;
- (b) the actions or omissions of employees acting in their capacity as private citizens;
- (c) discipline charges under the Police Services Act and regulations thereunder.

27:09 For the purposes of this provision, an employee shall not be deemed to be "finally acquitted" if as a result of charges laid he/she is subsequently found guilty of, or pleads guilty to, other charges arising out of the same incident or incidents, but nothing in this clause will disentitle the member to consideration under 27:02 hereof.

27:10 For the purposes of this provision, "necessary and reasonable legal costs" shall be based on the account rendered by the solicitor performing the work, subject initially to the approval of the Board and, in the case of dispute between the solicitor doing the work and the Board, assessment on a solicitor and client basis by the assessment officer.

- 27:11**
- (a) An employee who is the subject of a hearing before a board of inquiry established by the Police Complaints Commissioner because of acts done in the attempted performance in good faith of his/her duties as a police officer shall be indemnified for the necessary and reasonable legal costs incurred in respect of that hearing only where the Chief has referred a matter to a board of inquiry, or the Police Complaints Commissioner has ordered a hearing before a board of inquiry pursuant to Part VI of the Police Services Act, and the officer is found not guilty of misconduct under the Act by the board of inquiry or a panel of members thereof.
 - (b) An employee who is the subject of a hearing before a board of inquiry in relation to acts done in his/her capacity as a private citizen shall be entitled to indemnification where he/she is found

'not guilty of misconduct by the board of inquiry pursuant to Part VI of the Police Services Act.

27:12 Where an employee has applied pursuant to 27:06, upon application to the Board by the employee, the Board may provide an advance payment for the employee's necessary and reasonable legal costs as those costs are incurred. Any consideration in this regard would be solely at the discretion of the Board on such conditions and in an amount determined by the Board.

After disposition, if the employee did not meet the criteria for reimbursement as outlined in Article 27 the employee will be required to reimburse the Board for the total amount of any advance payment provided under this clause.

ARTICLE 28 - DURATION OF AGREEMENT

Unless otherwise provided, the terms and conditions of this Agreement shall remain in full force and effect from date of ratification until December 31, 2002 and thereafter until replaced by a new agreement, decision or award. If either party to this Agreement desires to amend or otherwise alter or revise any section, they shall so indicate to the other party in writing not more than ninety (90) days and not less than thirty (30) days previous to the expiry date of the said Agreement, their intention to amend, alter or revise this Agreement.

This Agreement shall be binding upon not only the parties hereto agreed, but also their respective successors and assigns.

Witness the Ottawa Police Services Board, attested to by the hand of its Chair and Vice-Chair, and the Ottawa Police Association, attested to by the hand of its President and Administrator.

SIGNED, SEALED AND DELIVERED in the City of Ottawa, in the Province of Ontario, this _____ day of _____ 2002 in the presence of:

FOR THE BOARD

FOR THE ASSOCIATION

APPENDIX "A"

SALARY SCHEDULE

	Jan. 1/00	March 1/00	Jan. 1/01	July 1/01	Jan. 1/02	July 1/02
4th Class Constable						
Annual	29,609.00	29,757.05	30,352.19	30,655.90	31,520.40	31,835.60
26 pays	29,508.53	29,656.08	30,249.20	30,551.04	31,412.16	31,726.28
2 weeks	1,134.94	1,140.62	1,163.43	1,175.04	1,208.16	1,220.24
Hourly/80 hrs	14.187	14.258	14.543	14.688	15.102	15.253
3rd Class Constable						
Annual	41,603.30	41,811.32	42,647.54	43,074.29	44,288.98	44,731.87
26 pays	41,462.73	41,670.04	42,503.44	42,929.12	44,139.68	44,581.08
2 weeks	1,594.72	1,602.69	1,634.75	1,651.12	1,697.68	1,714.66
Hourly/80 hrs	19.934	20.034	20.434	20.639	21.221	21.433
2nd Class Constable						
Annual	46,222.89	46,454.00	47,383.08	47,857.21	49,206.78	49,698.85
26 pays	46,066.87	46,297.20	47,223.14	47,696.48	49,042.24	49,532.66
2 weeks	1,771.80	1,780.66	1,816.27	1,834.48	1,886.24	1,905.10
Hourly/80 hrs	22.148	22.258	22.703	22.931	23.578	23.814
1st Class Constable						
Annual	57,694.59	57,983.06	59,142.72	59,734.52	61,419.03	62,033.22
26 pays	57,500.76	57,788.26	58,944.03	59,533.76	61,212.32	61,824.44
2 weeks	2,211.57	2,222.63	2,267.08	2,289.76	2,354.32	2,377.86
Hourly/80 hrs	27.645	27.783	28.338	28.622	29.429	29.723

	Jan. 1/00	March 1/00	Jan. 1/01	July 1/01	Jan. 1/02	July 1/02
Senior Constable						
Annual	58,848.48	59,142.72	60,325.58	60,929.21	62,647.41	63,273.89
26 pays	58,651.79	58,945.05	60,123.95	60,725.60	62,437.44	63,061.81
2 weeks	2,255.84	2,267.12	2,312.46	2,335.60	2,401.44	2,425.45
Hourly/80 hrs	28.198	28.339	28.906	29.195	30.018	30.318
Sergeant/Detective						
Annual	65,415.47	65,742.55	67,057.40	67,728.40	69,638.34	70,334.72
26 pays	65,194.85	65,520.83	66,831.24	67,500.16	69,403.36	70,097.39
2 weeks	2,507.49	2,520.03	2,570.43	2,596.16	2,669.36	2,696.05
Hourly/80 hrs	31.344	31.500	32.130	32.452	33.367	33.701
Staff Sergeant						
Annual	71,541.49	71,899.20	73,337.18	74,071.02	76,159.82	76,921.42
26 pays	71,300.43	71,656.93	73,090.07	73,821.28	75,903.36	76,662.39
2 weeks	2,742.32	2,756.04	2,811.16	2,839.28	2,919.36	2,948.55
Hourly/80 hrs	34.279	34.450	35.139	35.491	36.492	36.857

APPENDIX "B"

SUPPLEMENTAL UNEMPLOYMENT BENEFITS (MATERNITY LEAVE)

This appendix contains the terms and conditions of the Supplemental Unemployment Benefits provided for under Article 7:03 of the Collective Agreement.

- (a) The following group of employees are covered by the plan: all members of the Association as defined by Article 1:02 of the Collective Agreement for Police Personnel.
- (b) The plan is to supplement the unemployment insurance benefits received by workers for temporary unemployment caused as follows:
 - 1) for maternity leave for female employees for a period of fifteen (15) weeks; such plan covering the top up only of unemployment benefits,
 - 2) for parental leave for male and female employees for newborn and adoption for a period to ten (10) weeks; such plan covering top up only.
- (c) Employees must prove that they have applied for and are in receipt of unemployment insurance benefits in order to receive payment under this plan.
- (d) The benefit level paid under this plan is set at ninety-three percent (93%) of the employees' regular weekly earnings.

In any week, the total amount of SUB payments and the weekly rate of UI benefits will not exceed ninety-five percent (95%) of the employees' weekly earnings.
- (e)
 - (1) The plan is financed through the employer's general revenues.
 - (2) **SUB** payments will be kept separate from payroll records.
- (f) The duration of the plan is from June 12, 1991 until revised.
- (g) The employer will inform the Canada Employment and Immigration Commission in writing of any changes to the plan within thirty (30) days of the effective date of the change.
- (h) Employees do not have a right to SUB payments except for supplementation of UI benefits for the unemployment period as specified in the plan.
- (i) Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits will not be reduced or increased by payments received under the plan.

MEMORANDUM OF UNDERSTANDING

WHEREAS a surplus has developed in the O.M.E.R.S. Type III account;

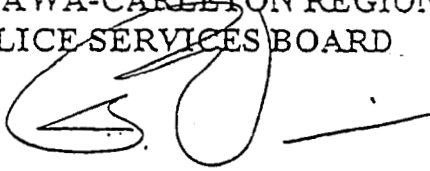
AND WHEREAS the signatories hereto are desirous of obtaining a pay-out of that surplus and dividing it equitably between them.

By this Memorandum of Understanding, the parties covenant and agree that application will be made to O.M.E.R.S. for a pay-out of the Type III surplus and any monies so received shall be distributed as follows:

- i) 50% to the Ottawa-Cadeton Regional Police Services Board; **and,**
- ii) 50% to the employee members of the signatory association to be paid to the association for distribution to its members, less any proportionate payment made or owing to the Ottawa-Carleton Regional Police Senior Officers' Association under a similar Memorandum of Understanding.

All funds so received by the Ottawa-Carleton Regional Police Services Board shall be utilized by the Board for matters relating to policing.

OTTAWA-CARLETON REGIONAL
POLICE SERVICES BOARD

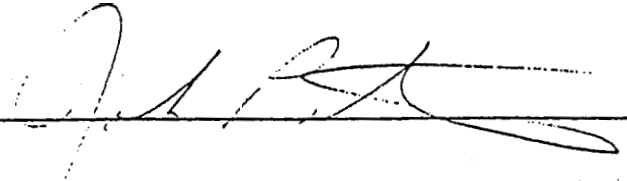


Per: _____

Dec. 22, 1997

Date

OTTAWA-CARLETON REGIONAL
POLICE ASSOCIATION



Per: _____

10/1/97

Date

LETTER OF UNDERSTANDING TO BE INCORPORATED IN
COLLECTIVE AGREEMENT

**Re: Article 11 of the Police Personnel Collective Agreement
Salaries/Payment of Salaries**

Effective December 10, 1997, civilian members of the Ottawa-Carleton Regional Police Service who become 4th class constables shall retain their civilian salary for the first year or the salary of a 4th class constable, whichever is higher.

FOR THE EMPLOYER

FOR THE ASSOCIATION



DATE

8/Jan/98

LETTER OF UNDERSTANDING TO BE INCORPORATED IN
COLLECTIVE AGREEMENT

Re: Article 13:04 of the Police Personnel Collective Agreement

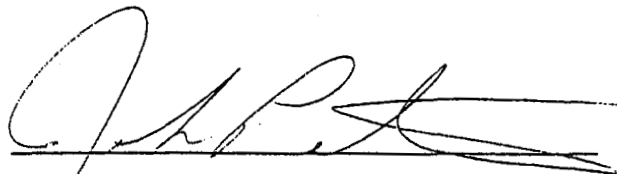
It is recognized that there may be circumstances when an employee would be placed on call by the Chief, or persons designated by the Chief, for a defined period of time during his/her off-duty hours. During the entire period the officer is designated to be on call, he/she must be available for work, immediately reachable by phone for discussion and, if required, must immediately return to work.

An employee placed on call by the Chief/designate will receive 1/3 of an hour's pay for each hour on call and, if required by the employer to return to work, would be subject to the provisions of article 13:04 while at work, not the 1/3 of an hour's pay. However, it is understood that the three (3) hour guarantee for each call back provided in 13:04 would only be applicable once during any 24-hour period of on call and would not apply if the employee is required to return to work more than once during the 24-hour period.

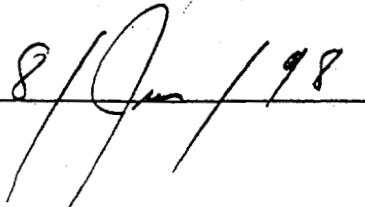
The above provisions in no way alter the fact that employees not placed on call are also required to return to work when called, subject to the applicable overtime and/or call-back provisions of the Collective Agreement, not these on-call provisions.

FOR THE EMPLOYER

FOR THE ASSOCIATION



DATE



**LETTER OF UNDERSTANDING TO BE INCORPORATED IN
COLLECTIVE AGREEMENT**

**Re: Article 19:03 of the Police Personnel Collective Agreement
Clarification - Criminal Investigator Pay**

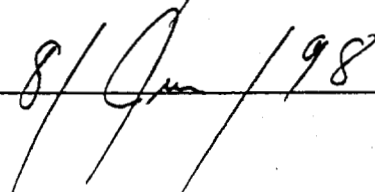
The parties agree to strike a joint committee for the purpose of making recommendations pertaining to the definition and understanding of what constitutes a criminal investigator and what positions would fall into that category. No change to the current provision will be made without agreement between the Association and the Board.

FOR THE EMPLOYER

FOR THE ASSOCIATION

 _____  _____

DATE

 _____

LETTER OF UNDERSTANDING

Between the

OTTAWA-CARLETON REGIONAL POLICE SERVICES BOARD
(hereafter called “the Employer”)

and the

OTTAWA-CARLETON REGIONAL POLICE ASSOCIATION
(hereafter called “the Association”)

SHIFT SCHEDULE PATROL DIVISION

PREFACE

In an effort to identify a patrol shift schedule to meet the needs of the policing service and the employees working such shifts, the parties, through the collective bargaining process for the 1995 – 1996 Police Personnel Collective Agreement, identified in Article 12 of the Police Personnel Collective Agreement a process mandating the creation of a Joint Shift Schedule Committee. The Committee was tasked with researching and studying shift schedules and making recommendations regarding the shifts and shift schedules. This Joint Shift Schedule Committee recommended the shift schedule that was known as the “42 Day Uniform Platoon Shift Schedule”. This shift schedule, approved by both parties in December of 1996, was implemented January 5, 1997.

Incorporated into the terms and conditions relative to the implementation of that shift schedule was a process to modify, amend or change the shift schedule or the applicable provisions. In accordance with those terms and conditions, on or about March 29th of 2000 the employer gave formal notice to the Association of its intention to implement the process to change the shift. In October of 2000, the parties agreed on a revised shift schedule which would be implemented January 1, 2001. Because of concerns about the effectiveness of this shift schedule it is agreed that this shift schedule will be reviewed during that year in accordance with the process to amend, modify or change the shift as outlined in the following terms and conditions.

The Revised 42 Day Shift Schedule is as outlined in appendix A and the parties do hereby agree as follows:

TERMS AND CONDITIONS

1. All of the terms and conditions of the Police Personnel Collective Agreement shall apply except as varied below to accommodate the Revised 42 Day Uniform Platoon Shift Schedule.

2. Duration of Shifts and Deployment of Personnel

All uniform police personnel assigned to platoons will be deployed in accordance with the Revised 42 Day Uniform Platoon Shift Schedule. The shift rotation shall consist of a six (6) platoon system identified in appendix A. Each platoon will follow this rotation and the schedule will repeat every forty-two (42) days. Personnel will be required to attend eight training days each calendar year. Personnel will work the following number of shifts in each 42-day rotation.

Shift Schedule:

Day Shift – seven (7) shifts of ten and one quarter (10 ¼) hours from 0645 – 1700 hours;

Afternoon Shift – five (5) shifts (Tuesday – Saturday) of twelve (12) hours from 1200 – 2400 hours or from 1600 – 0400 hours. Two (2) shifts (Sunday and Monday) of ten and one quarter (10 ¼) hours from 1600 – 0215 or 1145 – 2200 hours. The shift from 1200 – 2400 will at first be on a voluntary basis, but if the number of volunteers is insufficient, then the employer may assign no greater than one half (1/2) of the personnel assigned to the afternoon shift to commence at 1200 hours.

Night Shift – seven (7) shifts of ten and one quarter (10 ¼) hours from 2115 – 0730 hours;

Training Days for Patrol Shift Schedule – as scheduled – starting and finishing times to be identified. There shall be eight (8) training days per calendar year:

- seven (7) training days at 8 hours each
- one (1) training day at 10 hours each to meet requirements for “use of force” re-qualifications.

The “use of force” re-qualification training day (10 hours) will be scheduled by the employee, through the Professional Development Section, on the date of the employee's choice, during the month of the employee's birth date, and is to be used for the purposes of re-qualifying in “use of force”. This “training day” is to be scheduled for an employee's regularly scheduled day off. If the month of birth of the employee is July, the employee will schedule a date to be held in June, and if the month of birth is in August, the employee shall schedule a date to be held in September.

3. Evaluation Period

The Revised 42 Day Uniform Platoon Shift Schedule shall be implemented commencing January 1, 2001 and the period until June 30, 2001 shall be known as the evaluation period.

4. Notice of Desire to Modify or Amend During the Evaluation Period

By mutual agreement of the parties, modifications may be made to the Revised 42 Day Uniform Platoon Shift Schedule at any time during the evaluation period.

5. Notice of Desire to Modify, Amend or Change Following the Evaluation Period

At any time following the evaluation period, if the Revised 42 Day Uniform Platoon Shift Schedule or the provisions contained in this Letter of Understanding are no longer acceptable, notice must be given to the other party at least six (6) months prior to the proposed effective date for any change. The parties will meet within two (2) weeks of such notification to see if agreement can be reached. If an agreement cannot be reached within a one month period from the date of the initial meeting, the matter may be immediately referred to a third party for resolution. If the parties cannot agree on a third party, the selection of the third party will be made pursuant to 122(2) of the Police Services Act and said third party shall facilitate a meeting with the parties and render a decision in a timely fashion.

Until the parties mutually agree or a decision is rendered by the third party, the revised 42 Day Uniform Platoon Shift Schedule will remain in place.

6. Leave Credits

Exclusive of statutory holiday, bereavement and marriage leave taken during the year, leave will be credited, deducted and recorded in hours so that the hours available for leave will be on the basis of one day equating to eight (8) hours.

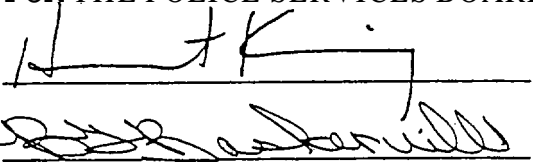
Statutory holiday, bereavement and marriage leave will be deducted as one day for each work day taken. However, when employees are provided payment in lieu of statutory holidays, the payment will be eight (8) hours for each statutory holiday.

It is agreed that for the purpose of the annual vacation draw, as set out in Article 15:04 of the Police Personnel Collective Agreement, the draw will be conducted in hours and time taken in each draw must be consecutive.

7. This Letter of Understanding will be attached to the Collective Agreement but it is agreed that if the revised 42 Day Uniform Platoon Shift Schedule is no longer acceptable, the process for change is as outlined in the Letter of Understanding as per #5 above.

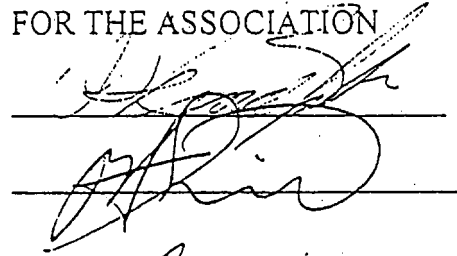
Attachment: Revised 42 Day Uniform Platoon shift Schedule; Appendix A

FOR THE POLICE SERVICES BOARD



Date 23 October 2000

FOR THE ASSOCIATION



Date Jan 2/01

OTTAWA CARLETON REGIONAL POLICE

2001 PATROL OFFICER SCHEDULE - APPENDIX A

Revised 00/10

Platoon																																																													
A			A	A			A	A	A			A	A			N	N			N	N	N			N	N			D	D			D	D	D			D	D																						
B			D	D			D	D	D			D	D			A	A			A	A	A			A	A			N	N			N	N	N			N	N																						
D			N	N			N	N	N			N	N			D	D			D	D	D			D	D			A	A			A	A	A			A	A																						
C	A	A			A	A					N	N			N	N	N			N	N			D	D			D	D	D			D	D			A	A			A																				
E	D	D			D	D				A	A			A	A	A			A	A			N	N			N	N	N			N	N			D	D			D																					
F	N	N			N	N				D	D			D	D	D			D	D			D	D			A	A			A	A	A			A	A			N	N			N																	
S																																																													
JAN	27	28	29	30	31											1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26																				
FEB						1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28																												
MAR	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31																																							
APR	21	22	23	24	25	26	27	28	29	30																																																			
MAY																																																													
JUN																																																													
JUL	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30																																
AUG	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31																																											
SEP	25	26	27	28	29	30	31																																																						
OCT																																																													
NOV	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31																																			
DEC	17	18	19	20	21	22	23	24	25	26	27	28	29	30																																															
JAN 2002	29	30	31																																																										

DAYS = 06:45 - 17:00

AFTERNOONS = Tues to Sat 16:00 - 04:00 or 12:00 to 24:00

Sun and Monday 16:00 - 02:15 or 11:45 to 22:00

NIGHTS = 21:15 - 07:30

Lunch = 60 minutes

Training days = 8 hours

49

LETTERS OF UNDERSTANDING

between the

OTTAWA-CARLETON REGIONAL POLICE SERVICES BOARD

and the

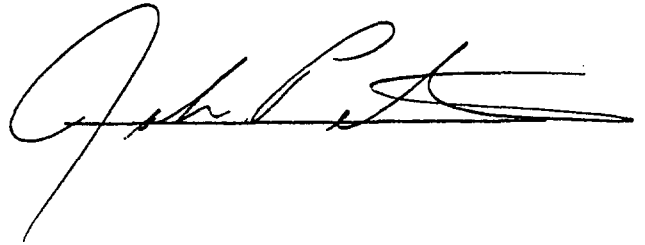
OTTAWA-CARLETON REGIONAL POLICE ASSOCIATION

While the parties agree that these letters of understanding will not be attached to the Collective Agreement they are considered to be Appendices to the Collective Agreement and form part of the Agreement.

FOR THE EMPLOYER

A handwritten signature in cursive script, appearing to read "Marion Dewar", written over a horizontal line.

FOR THE ASSOCIATION

A handwritten signature in cursive script, appearing to read "John P. H.", written over a horizontal line.

DATE: November 14, 1995

LETTER OF UNDERSTANDING

between the

OTTAWA-CARLETON REGIONAL POLICE SERVICES BOARD

and the

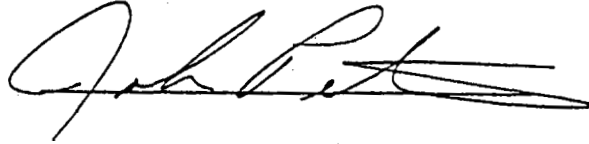
OTTAWA-CARLETON REGIONAL POLICE ASSOCIATION

It is agreed that effective October 15, 1995, all employees hired after that date will waive to the employer any future employee UIC rebate that would otherwise be payable to employees. This rebate is provided to the employer in recognition of the changes made to some of the benefit and collective agreement provisions.

FOR THE EMPLOYER



FOR THE ASSOCIATION



DATE: November 14, 1995

LETTER. OF UNDERSTANDING

between the

OTTAWA-CARLETON REGIONAL POLICE SERVICES BOARD

and the

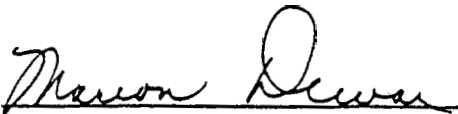
OTTAWA-CARLETON REGIONAL POLICE ASSOCIATION

Transfers of Regional Police employees employed prior to January 1, 1995

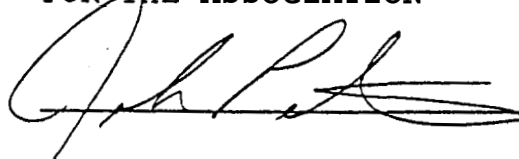
In light of the concerns expressed by the Association regarding future involuntary transfers of employees to work locations a distance greater than the furthest distance between any two Divisions (20 km) and the employee's present work location, the parties agree that the following will apply:

- Exclusive of the transfer of a Division or a section, where the employer is to transfer employees hired prior to January 1, 1995, from their work location as at date of ratification, and the distance of the transfer is greater than the distance between the furthest two Divisions (20km), such transfers shall:
 - (a) First be on a volunteer basis.
 - (b) If additional transfers are required beyond the distance stated above, such transfers shall be in reverse order of seniority by rank and level.

FOR THE EMPLOYER



FOR THE ASSOCIATION



DATE: November 14, 1995

LETTER OF UNDERSTANDING
BETWEEN
THE OTTAWA POLICE SERVICES BOARD
AND
THE OTTAWA POLICE ASSOCIATION

Benefits for Retirees:

The Letter of Understanding dated November 14, 1995, appended to the collective agreement references the retiree benefits available to retirees. In accordance with that Letter of Understanding eligible retirees were provided coverage for extended health (including semi private hospital, vision care, prescription drugs to age 65, and other benefits) and dental coverage on a cost sharing basis. The parties agree that **this** Letter of Understanding replaces the Letter of Understanding dated November 14, 1995 and also the paragraph referencing the payment for retirees in Article 20.01 of the collective agreement will also be deleted.

While the Letter of Understanding of November 14, 1995 will be replaced by this Letter of Understanding, it is acknowledged and agreed that the employees who retired before date of ratification will **maintain** their current coverage(s) on the same cost sharing basis **as** provided through the November 14, 1995 Letter of Understanding. Also employees who are on terminal leave, **as** per article 9 of the collective agreement, at date of ratification may elect the coverage provided under the November 14, 1995 Letter of understanding rather than the coverage provided under **this** Letter of Understanding.

Effective from date of ratification of this Letter of Understanding, for all employees in the bargaining unit at time of their retirement, effective from the date of their retirement from the Ottawa Police Service, instead of the coverage provided in the November 14, 1995 Letter of Understanding, the employer will provide the following coverage, at 100% employer paid, provided that at retirement they are in receipt of a non actuarially reduced pension from OMERS or COSF, and provided that at least 20 of the retiring employee's credited years of service were with the Ottawa Police Service. **This** coverage would also be applicable to employees who at retirement are in receipt of a pension from OMERS, and **(a)** are a minimum of 50 years of age and whose age and years of service total **a minimum** of 80, provided that at least 20 of the credited years of service were with the Ottawa Police Service or **(b)** retire for medical reasons before reaching the required age and years of service criteria, provided they have at least 25 credited years of service with the Ottawa Police Service, in which case they would be eligible for coverage upon attaining the age and years of service criteria if they had continued to work.

- Prescription drugs **as** identified under the formulary of the policy in effect at that time;
- Semi private hospital coverage;
- Vision Care **as** provided in the policy at that time;
- Other Health Benefits **as** specified in the policy;
- Coverage is for eligible retired employees and their eligible dependants. In the event of the death of the retired employee, the employee's spouse and eligible dependants will maintain eligibility for coverage (**as** per the arrangements under the November 14, 1995 Letter of Understanding).
- The coverage for prescription drugs ceases at age 65.

This coverage would be available through the employer **as** soon **as** administratively possible.

For The Association

For The Board

Date: Sept. 28, 2001

LETTER OF UNDERSTANDING
BETWEEN
THE OTTAWA POLICE ASSOCIATION
AND
THE OTTAWA POLICE SERVICES BOARD

So long as the association is responsible for the administration of the extended health and dental plans, the parties agree as follows:

1. The association will review the existing plans on an ongoing basis for the purpose of identifying cost saving measures which could be incorporated into the extended health and dental plans. This will include the administration of the plans on an administrative services only basis.
2. The association will not make any changes to the current plans or arrangements which may result in increased costs for the employer without the agreement of the employer.
3. The association will also consult with the employer before making changes to the plans which will not impact financially on the employer.
4. Every 6 months commencing in July 2001, the employer will be provided a breakdown (monthly and year to date) of the premiums paid in comparison to the claims expenses for the previous six month period for extended health and dental.
5. On the basis that the association has indicated their intent to have the plans administered on an administrative services only basis effective January 1, 2002, and in that the carrier company has indicated that certain guarantees would be required for a two year period for such an arrangement, the following is agreed to on a without prejudice basis.

For the period up to June 30, 2003, in July and January of each year, up to and including July 2003, commencing in July of 2002, the parties will meet to review the premiums paid vs. claims expenses for the extended health and dental plans for the previous full six month period (January to June or July to December) to determine if any adjustment (upward or downward) is required to the premiums. Where the premiums paid are not sufficient to cover claims expenses for the period, a lump sum payment will be provided to cover the employer's portion of the shortfall for the retroactive period and an adjustment will be made to the premiums effective the month of the review. Where the premiums paid are in excess of the claims expenses, the premiums will be adjusted downward effective the month of the review to reflect the difference, unless otherwise mutually agreed.

Also on a without prejudice basis, in January of 2004 the parties will meet to review the premiums paid vs. claims expenses for the extended health and dental plans for the previous full six month period (July to December). If the premiums paid are not sufficient to cover claims expenses for the period, a lump sum payment will be provided to cover the employer's portion of the shortfall for the retroactive period.

FOR THE ASSOCIATION

FOR THE BOARD

DATE. Sept. 28, 2001

LETTER OF UNDERSTANDING

between the

OTTAWA-CARLETON REGIONAL POLICE SERVICES BOARD

and the

OTTAWA-CARLETON REGIONAL POLICE ASSOCIATION

The parties agree that the following understandings and commitments will be effective the date of signing of this Letter of Understanding and will continue in effect unless and until otherwise mutually agreed. The provisions pertaining to the long-term disability plan will be incorporated into the LTD policy and/or procedures

Eligibility for long-term disability

- LTD benefits to eligible employees will cease the earliest of;
 - (a) when the employee no longer qualifies or
 - (b) when the employee reaches normal retirement age or
 - (c) when the employee is eligible to retiree with a non actuarially reduced pension.

Administration of the long-term disability plan

- Prior to formally making application for long-term disability, the employee must meet with the Occupational Health Specialist of the Human Resources Department for an assessment and to determine any restrictions pertaining to reintegration.
- On an regular basis, and as circumstances require, the Occupational Health Specialist of the Human Resources Department will meet with representatives of the Association and the Carrier Company to discuss details surrounding the claims and any return to work options. It is recognized that ongoing communication amongst the parties will be required.

Reports To Be Provided to The Employer

- A one time only report detailing the history of claims with details of all of those who have been on LTD with the current carrier company.
- **An** annual financial report outlining the premiums paid, status of reserves, year to date experience, projections, as well as any other relative information. The initial report will be made available as soon as possible.

- Regular quarterly update reports (including information such as; new claims, decisions on claims, returns to work, active claims, employees no longer eligible, etc). A report format will be developed to ensure all of the required information is included.

Long-term Disability Rates

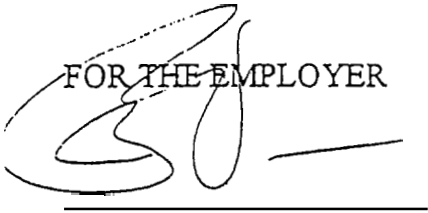
There will be no upward adjustment to the rates unless justified by experience with these changed provisions.

General - Return to work requirements

- Employees on sick leave/TPP or LTD are required to return to work when work is made available which the employee is able to perform, subject to medical confirmation and taking into account any medical restrictions.

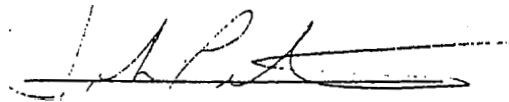
This is not intended to apply for absences of less than two weeks, unless the employee is frequently off work for short durations.

FOR THE EMPLOYER



A handwritten signature in black ink, appearing to be 'S. J.', written over a horizontal line.

FOR THE ASSOCIATION



A handwritten signature in black ink, appearing to be 'J. P. A.', written over a horizontal line.

DATE: 10/22/97

LETTER OF UNDERSTANDING
BETWEEN
THE OTTAWA POLICE SERVICES BOARD
AND
THE OTTAWA POLICE ASSOCIATION

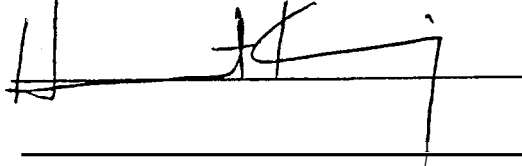
This is further to the Letter of Understanding dated December 10, 1997, outlining the understandings and commitments regarding the Long-term Disability Plan and the Return to Work Requirements for employees on sick-leave/IPP or LTD.

In addition to those understandings and commitments, it is further agreed that, so long as the Association continues to be the policy holder for the Long-term Disability Plan, the following additional understandings and commitments are also applicable regarding any members who have applied for LTD.

- (a) A designated person in the Human Resources Section of the Police Service shall be advised directly by the Association as soon as any application for Long-term disability has been submitted to the carrier company.
- (b) The designated person in the Human resources Section may contact the carrier company at any time and obtain information regarding the status of a claim.
- (c) Any and all forms relative to a disability claim that are to be completed by the employer shall be forwarded to the Director of Human Resources at the Police Service, who will ensure the forms are completed and returned to the Association for processing.

For The Association

For The Board



Date: Sept. 28, 2001

LETTER OF AGREEMENT
BETWEEN
THE OTTAWA POLICE SERVICES BOARD
AND
THE OTTAWA POLICE ASSOCIATION

Sick Leave/TPP

When an employee is off work due to illness/injury and the nature of the illness/injury is such that the employee has been (or potentially could be) off work for a period in excess of 4 weeks, and where the employer needs specific information in order to assess the potential for a return to modified work, the following shall be applicable:

1. The employer shall provide a letter to the employee with a form outlining the information requested from his/her attending physician. The form shall indicate that the purpose of the letter is to identify a potential return to work date and to assess whether the employee could be accommodated in modified duties at an earlier date.
2. The employee is responsible for ensuring that the form is fully completed by the attending physician and returned to the designated employer representative in a timely fashion.
3. If there is a cost for the completion of this form, it will be paid by the employer, if not covered elsewhere.

For The Association

For The Board

Date: Sept. 28, 2001

58

LETTER OF UNDERSTANDING
BETWEEN
THE OTTAWA POLICE SERVICES BOARD
AND
THE OTTAWA POLICE ASSOCIATION

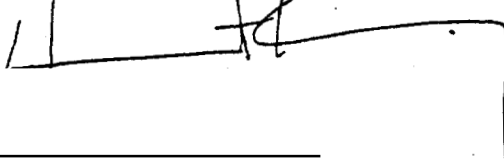
Extended Health Plan and Premiums

It is understood and agreed that effective January 1, 2002, any and all claims and administrative expenses (as well as any other related costs) relative to the 100% employee funded benefit plan improvements which were introduced by the association effective January 1, 1999 (identified below) will be tracked separately **from** the other extended health provisions which are cost shared by the employer.

Benefit Plan Improvements which were introduced effective January 1, 1999

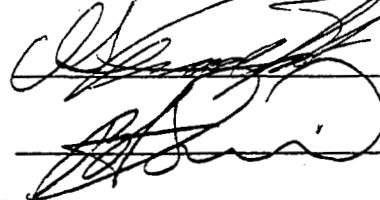
- Hospital coverage was improved from general hospital coverage to private hospital room and board coverage.
- Paramedical Services – The maximum benefits payable for paramedical services was increased from \$500 to \$1,500 per year per insured and the type of services available was also extended
- Chiropractors – The plan provided first dollar reimbursement for chiropractor services. Prior to this change members had to exhaust their provincial hospital coverage maximum prior to being reimbursed.

FOR THE BOARD



A handwritten signature in black ink, appearing to be a stylized 'J' or 'K' followed by a horizontal line, is written over a printed line. The signature is contained within a rectangular box that is partially filled with a vertical line on the left side.

FOR THE ASSOCIATION



Two handwritten signatures in black ink are written over a printed line. The top signature is a cursive name, and the bottom signature is a more stylized, less legible signature.

DATE: *December 4, 2001*

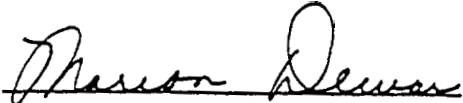
LETTER .OF UNDERSTANDING

between the
OTTAWA-CARLETON REGIONAL POLICE SERVICES BOARD
and the
OTTAWA-CARLETON REGIONAL POLICE ASSOCIATION

Re: Workers' Compensation Article 7:01 (b)

The Parties agree that it is the intent of 7:01 (b) that the employer would continue to provide full salary only for the period the Workers' Compensation Board has approved the claim for payment (including approval of a claim for a reoccurrence of a compensable injury, whether or not in receipt of a permanent partial disability) during the period of temporary disablement and would exclude any periods where payment was denied or only payment of a permanent or partial pension was approved,

FOR THE EMPLOYER



FOR THE ASSOCIATION



DATE: November 14, 1995

LETTER OF UNDERSTANDING

between the

OTTAWA-CARLETON REGIONAL **POLICE** SERVICES BOARD

and the

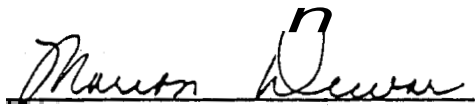
OTTAWA-CARLETON REGIONAL POLICE ASSOCIATION

Re: Article 10:08


In that the parties have agreed to a reduction in the Constable 4 salary, the parties also agree to provide the following retirement allowance to employees hired after October 15, 1995:

"At retirement with a non actuarial reduced pension, employees with thirty (30) or more years of service will be entitled ..to a retirement allowance of two (2) days of pay for each completed year of service to a maximum of sixty (60) days".

FOR THE EMPLOYER



FOR THE ASSOCIATION



DATE: November 14, 1995

LETTER OF UNDERSTANDING

between the

OTTAWA-CARLETON REGIONAL POLICE SERVICES BOARD

and the

OTTAWA-CARLETON REGIONAL POLICE ASSOCIATION

The parties agree to the following arrangement for subsequent Collective Bargaining negotiation meetings held with the employer.

- Time off with pay will be provided to Association representatives for Collective Bargaining meetings with the employer for those employees scheduled to work at the time of the meetings.
- Where possible negotiation meetings will be scheduled for full days.
- Where the employees representing the Association are scheduled to work the day of the negotiation meetings with the employer, they will not be required to work on those days.

FOR THE EMPLOYER

Marion Dewar

FOR THE ASSOCIATION

John P. St...

DATE: November 14, 1995

LETTER OF UNDERSTANDING

between the

OTTAWA-CARLETON REGIONAL POLICE SERVICES BOARD

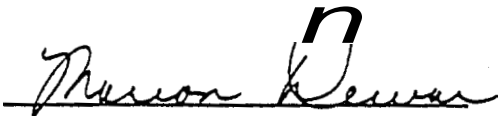
and the

OTTAWA-CARLETON REGIONAL POLICE ASSOCIATION

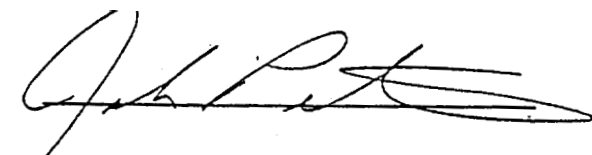
Re: Article 12 (Hours of Work - Meal Break)

Where the requirements of the service do not permit the **employee** to take any meal break, the employee shall be credited with one (1) hour overtime and **where** the employee is able to take one half (1/2) hour for a meal break, a employee shall be credited with one half (1/2) hour overtime.

FOR THE EMPLOYER



FOR THE ASSOCIATION



DATE: November 14, 1995

LETTER OF UNDERSTANDING

between the

OTTAWA-CARLETON REGIONAL POLICE SERVICES BOARD

and the

OTTAWA-CARLETON REGIONAL POLICE ASSOCIATION

The Parties will recognize the following prior understanding and the related policy.

"The Board will develop a policy on extended leave of absence for employees requesting such leave to be on a deferred salary basis, with the details of the Plan to be worked out by the Parties, including: that the principle purpose of the leave will NOT be gainful employment outside the Unit; that the employee prior to such application, must be a First Class Constable or higher rank; that the employee be paid 30% of the basic salary of his/her rank and to forego 20% of the basic salary of his/her rank for each of the 4 years during which he/she is not on leave of absence and that such salary may be 3 years deferred over 4 years, with the appropriate percentage change.


If, during the leave, an employee wishes to undertake secondary employment, he/she will be required to seek permission of the Chief in accordance with the regulations of the Police Service. A leave of absence granted under this policy will not exceed one year (365 calendar days) and at any one time, no more than three (3) employees can be on such leave.

The amount of Income Tax to be deducted is dependent upon the Board receiving a satisfactory ruling from Revenue Canada that the income deferral scheme contemplated hereby is not unlawful and is acceptable to Revenue Canada and that the amount of Income Tax to be deducted may be computed on the actual amount paid to the employee.

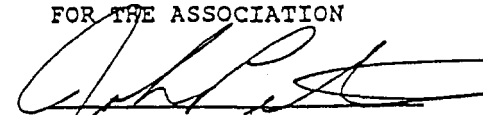
The employee may continue with all current medical, dental, and life insurance coverage during his/her period of absence, by making arrangement to reimburse the Board for the required premium contributions.

The Board conceptually agrees with the Association provided pay during leave does not exceed reserve fund built up by employee so there is no monetary cost to the Board. Establish a joint Board-Association Committee to work out details including number of employees on leave at one time, how reserve fund to be administered including entitlement to interest, criteria for activity during leave, pension calculation system and other matters."

FOR THE EMPLOYER



FOR THE ASSOCIATION



DATE: November 14, 1995

LETTER OF UNDERSTANDING

between the

OTTAWA-CARLETON REGIONAL POLICE SERVICES BOARD


and the

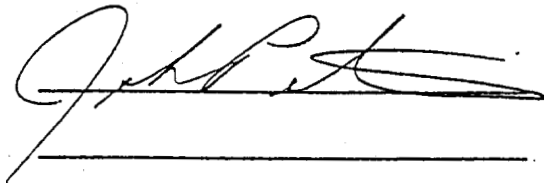
OTTAWA-CARLETON REGIONAL POLICE ASSOCIATION

Pertaining to subsequent collective agreements, in-recognition of the changes made by the parties during negotiations for a new Collective Agreement for 1995 and beyond, the Board will not initiate any changes to Articles 8 and 9 and Clause 7:02 (i) of the Police Personnel Collective Agreement. However, should the Association initiate any changes to any of these provisions or introduce directly related provisions (other than agreed to grammatical or cosmetic changes), the Board would not be precluded from introducing proposals on any or all parts of Articles 8, 9, or clause 7:02(i).

FOR THE EMPLOYER

FOR THE ASSOCIATION





DATE: November 14, 1995

LETTER OF UNDERSTANDING

between the

OTTAWA-CARLETON REGIONAL POLICE SERVICES BOARD

and the

OTTAWA-CARLETON REGIONAL POLICE ASSOCIATION

The Board and the Association agree to establish a joint Committee to study the feasibility of developing a Job Sharing Program.

FOR THE EMPLOYER

Marion Dewar

FOR THE ASSOCIATION

John P. [Signature]

DATE: November 14, 1995

LETTER OF UNDERSTANDING
BETWEEN
THE OTTAWA POLICE ASSOCIATION
THE OTTAWA POLICE SERVICES BOARD

So long as the association is responsible for the administration of the extended health and dental plans, the parties agree as follows:

1. The association will review the existing plans on an ongoing basis for the purpose of identifying cost saving measures which could be incorporated into the extended health and dental plans. This will include the administration of the plans on an administrative services only basis.
2. The association will not make any changes to the current plans or arrangements which may result in increased costs for the employer without the agreement of the employer.
3. The association will also consult with the employer before making changes to the plans which will not impact financially on the employer.
4. Every 6 months commencing in July 2001, the employer will be provided a breakdown (monthly and year to date) of the premiums paid in comparison to the claims expenses for the previous six month period for extended health and dental.
5. On the basis that the association has indicated their intent to have the plans administered on an administrative services only basis effective January 1, 2002, and in that the carrier company has indicated that certain guarantees would be required for a two year period for such an arrangement, the following is agreed to on a without prejudice basis.

For the period up to June 30, 2003, in July and January of each year, up to and including July 2003, commencing in July of 2002, the parties will meet to review the premiums paid vs. claims expenses for the extended health and dental plans for the previous full six month period (January to June or July to December) to determine if any adjustment (upward or downward) is required to the premiums. Where the premiums paid are not sufficient to cover claims expenses for the period, a lump sum payment will be provided to cover the employer's portion of the shortfall for the retroactive period and an adjustment will be made to the premiums effective the month of the review. Where the premiums paid are in excess of the claims expenses, the premiums will be adjusted downward effective the month of the review to reflect the difference, unless otherwise mutually agreed.

Also on a without prejudice basis, in January of 2004 the parties will meet to review the premiums paid vs. claim expenses for the extended health and dental plans for the previous full six month period (July to December). If the premiums paid are not sufficient to cover claims expenses for the period, a lump sum payment will be provided to cover the employer's portion of the shortfall for the retroactive period.

FOR THE ASSOCIATION

FOR THE BOARD

DATE. Sept. 28, 2001

67

LETTER OF UNDERSTANDING
BETWEEN
THE OTTAWA POLICE SERVICES BOARD
AND
THE OTTAWA POLICE ASSOCIATION

This is further to the Letter of Understanding dated December 10, 1997, outlining the understandings and commitments regarding the Long-term Disability Plan and the Return to Work Requirements for employees on sick-leaveDPP or LTD.

In addition to those understandings and commitments, it is further agreed that, so long as the Association continues to be the policy holder for the Long-term Disability Plan, the following additional understandings and commitments are also applicable regarding any members who have applied for LTD.

- (a) A designated person in the Human Resources Section of the Police Service shall be advised directly by the Association as soon as any application for Long-term disability has been submitted to the carrier company.
- (b) The designated person in the Human resources Section may contact the carrier company at any time and obtain information regarding the status of a claim.
- (c) **Any** and all forms relative to a disability claim that are to be completed by the employer shall be forwarded to the Director of Human Resources at the Police Service, who will ensure the forms are completed and returned to the Association for processing.

For The Association

For The Board

Date: Sept. 28, 2001

LETTER OF AGREEMENT
BETWEEN
THE OTTAWA POLICE SERVICES BOARD
AND
THE OTTAWA POLICE ASSOCIATION

Sick Leave/TPP

When an employee is off work due to illness/injury and the nature of the illness/injury is such that the employee has been (or potentially could be) off work for a period in excess of 4 weeks, and where the employer needs specific information in order to assess the potential for a return to modified work, the following shall be applicable:

1. The employer shall provide a letter to the employee with a form outlining the information requested from his/her attending physician. The form shall indicate that the purpose of the letter is to identify a potential return to work date and to assess whether the employee could be accommodated in modified duties at an earlier date.
2. The employee is responsible for ensuring that the form is fully completed by the attending physician and returned to the designated employer representative in a timely fashion.
3. If there is a cost for the completion of this form, it will be paid by the employer, if not covered elsewhere.

For The Association

For The Board

Date: Sept. 28, 2001

69

Request for Medical Information
Ottawa Police Service

The Ottawa Police Service has a policy supporting the re-integration of employees who are absent due to illness or injury. The following information is required to assist in determining a return to work date, if modified work is a viable option and, if so, the degree and nature of any accommodation.

Name of employee	Cadre #	Home telephone
Home Address	Section	Location

I authorize the completion of this form and its release to my employer.
 Signature _____ Date: _____
 If the Police Service Physician requires any additional information related to the accommodation of my illness / injury, I authorize the release of such information to the Police Service Physician that my Physician feels necessary to the accommodation of my illness/injury.
 Signature: _____ Date: _____

Part II -To be completed by a Qualified Medical Practitioner

a) Date current illness/disability commenced _____
 b) Date you commenced treating this patient _____

A description of the employees' job duties and responsibilities and a description of the physical demands of the job has been provided to you and the patient, to assist you in assessing if the employee can perform the duties of the position in the current or modified form.

a) Is employee able to perform all of the duties of his/her position?
 Yes _____ No _____

b) If no, what is the expected return to **work** date?
 Date: _____

c) If unknown indicate date for reassessment
 Date: _____

3. Can the employee return to **work** now if appropriate modifications are made to the job duties?
 Yes _____ No _____

If answered yes in #3, please describe the required modifications, any restrictions, and the anticipated duration that the modifications/restrictions would be required.

I, undersigned, duly qualified medical practitioner licensed to practice in the province of _____, hereby certify that I have been in attendance upon the above named individual.

Please direct all inquires to: Occupational Health Services, 474 Elgin Street, Ottawa, Ontario K2P 2J6
 telephone number 236-1222 extension 5464 or 5853

70

LETTER OF UNDERSTANDING
BETWEEN
THE OTTAWA POLICE SERVICES BOARD
AND
THE OTTAWA POLICE ASSOCIATION

Benefits for Retirees:

The Letter of Understanding dated November 14, 1995, appended to the collective agreement references the retiree benefits available to retirees. In accordance with that Letter of Understanding eligible retirees were provided coverage for extended health (including semi private hospital, vision care, prescription drugs to age 65, and other benefits) and dental coverage on a cost sharing basis. The parties agree that this Letter of Understanding replaces the Letter of Understanding dated November 14, 1995 and also the paragraph referencing the payment for retirees in Article 20.01 of the collective agreement will also be deleted.

While the Letter of Understanding of November 14, 1995 will be replaced by this Letter of Understanding, it is acknowledged and agreed that the employees who retired before date of ratification will maintain their current coverage(s) on the same cost sharing basis as provided through the November 14, 1995 Letter of Understanding. Also employees who are on terminal leave, as per article 9 of the collective agreement, at date of ratification may elect the coverage provided under the November 14, 1995 Letter of understanding rather than the coverage provided under this Letter of Understanding.

Effective from date of ratification of this Letter of Understanding, for all employees in the bargaining unit at time of their retirement, effective from the date of their retirement from the Ottawa Police Service, instead of the coverage provided in the November 14, 1995 Letter of Understanding, the employer will provide the following coverage, at 100% employer paid, provided that at retirement they are in receipt of a non actuarially reduced pension from OMERS or COSF, and provided that at least 20 of the retiring employee's credited years of service were with the Ottawa Police Service. This coverage would also be applicable to employees who at retirement are in receipt of a pension from OMERS, and (a) are a minimum of 50 years of age and whose age and years of service total a minimum of 80, provided that at least 20 of the credited years of service were with the Ottawa Police Service or (b) retire for medical reasons before reaching the required age and years of service criteria, provided they have at least 25 credited years of service with the Ottawa Police Service, in which case they would be eligible for coverage upon attaining the age and years of service criteria if they had continued to work.

- Prescription drugs as identified under the formulary of the policy in effect at that time;
- Semi private hospital coverage;
- Vision Care as provided in the policy at that time;
- Other Health Benefits as specified in the policy;
- Coverage is for eligible retired employees and their eligible dependants. In the event of the death of the retired employee, the employee's spouse and eligible dependants will maintain eligibility for coverage (as per the arrangements under the November 14, 1995 Letter of Understanding).
- The coverage for prescription drugs ceases at age 65.

This coverage would be available through the employer as soon as administratively possible.

For The Association

For The Board

Date: Sept. 28, 2001

LETTER OF UNDERSTANDING

BETWEEN

THE OTTAWA POLICE ASSOCIATION

AND

THE OTTAWA POLICE SERVICES BOARD

Special salary adjustment for sworn officers

Separate from the salary increases agreed to by the parties for the 3 year renewal collective agreement for the period to December 31, 2002, the Board will provide a special adjustment of 1% to the salaries for the sworn officers represented by the Association. This special adjustment of 1%, effective January 1, 2002, is provided solely in consideration of the concerns expressed by the association that the salaries for the sworn officers at Ottawa represented by the Association have generally fallen behind the salaries paid by the 11 other Major Ontario Police Services, and that the reason for the differences is that the sworn officers at Ottawa received no negotiated salary increases for 1996, while all of the major Ontario Police Services received a salary increase that year.

For the Association

For the Board

12

Date: Sept. 28, 2001