



OTTAWA POLICE SERVICE
SERVICE DE POLICE D'OTTAWA

Working together for a safer community
La sécurité de notre communauté, un travail d'équipe



2007

Collective Agreement

between

Ottawa Police Services Board

and

Ottawa Police Association

Police Personnel

Date of expiry:
December 31, 2007
(and thereafter until
replaced by a new Agreement)

10273 (06)

GLOSSARY OF TERMS	1
ARTICLE 1 - RECOGNITION AND SCOPE	1
ARTICLE 2 - MANAGEMENT RIGHTS	1
ARTICLE 3 - RELATIONSHIP	2
ARTICLE 4 - ASSOCIATION MEMBERSHIP	2
ARTICLE 5 - ASSOCIATION DUES	2
ARTICLE 6 - BARGAINING	3
ARTICLE 7 - ACCIDENT, SICKNESS, MATERNITY LEAVE	3
7:01 WORKPLACE SAFETY AND INSURANCE BOARD	3
7:02 SICK LEAVE.....	3
7:03 MATERNITY LEAVE / PARENTAL LEAVE	6
ARTICLE 8 - TERMINAL ALLOWANCE	7
8:01 ON SEPARATION OTHER THAN DEATH OR RETIREMENT	7
8:02 ON DEATH	8
8:03 ON RETIREMENT.....	8
ARTICLE 9 - TERMINAL LEAVE PROVISION FOR LONG SERVICE EMPLOYEES	8
ARTICLE 10 - RETIREMENT	9
ARTICLE 11 – SALARIES / PAYMENT OF SALARIES	10
Responsibility Compensation	11
ARTICLE 12 - HOURS OF WORK	11
ARTICLE 13 - OVERTIME	12
ARTICLE 14 - COURT TIME	13
ARTICLE 15 - VACATION LEAVE	15
ARTICLE 16 - BEREAVEMENT LEAVE / SPECIAL LEAVE	16
ARTICLE 17 - STATUTORY HOLIDAYS	17
ARTICLE 18 - SPECIAL PAY ALLOWANCES	18
18:01 ACTING RANKS	18
18:02 IDENTIFICATION SECTION	18
18:03 CRIMINAL INVESTIGATOR PAY	18

18:04	TRANSFERS BETWEEN IDENTIFICATION SECTION AND CRIMINAL INVESTIGATOR POSITIONS	19
18:05	UNDERWATER SEARCH AND RECOVERY SQUAD.....	19
18:06	CANINE UNIT	19
18:07	PLAIN CLOTHES ALLOWANCE	20
18:08	DRY CLEANING ALLOWANCE	20
18:09	SHIFT DIFFERENTIAL.....	20
18:10	POLICE COLLEGE ALLOWANCE.....	20
18:11	REQUESTS FOR OFF-DUTY POLICE OFFICERS	21
18:12	TRANSPORTATION.....	21
18:13	PREMIUM PAY FOR TRAINING OR COACH OFFICERS	21
18:14	OUT OF TOWN TRIPS	21
ARTICLE 19 - MEDICAL PLAN.....		22
ARTICLE 20 - GROUP LIFE, DENTAL AND LONG TERM DISABILITY INSURANCE.....		22
ARTICLE 21 - ASSOCIATION OFFICERS AND SECONDMENT		23
ARTICLE 22 - ASSOCIATION DELEGATES		23
ARTICLE 23 - EMPLOYEES KILLED ON DUTY.....		23
ARTICLE 24 - GRIEVANCE PROCEDURE		24
ARTICLE 25 - LAY-OFF AND RECALL.....		25
ARTICLE 26 - LEGAL INDEMNIFICATION.....		26
ARTICLE 27 - DURATION OF AGREEMENT		29
APPENDIX "A" - SALARY SCHEDULES		30
APPENDIX "B" - SUPPLEMENTAL UNEMPLOYMENT BENEFITS (MATERNITY LEAVE).....		31
APPENDIX "C" - PLATOON SHIFT SCHEDULE.....		32
APPENDIX "D" - ARTICLE 12 (HOURS OF WORK – MEAL BREAK).....		36
LETTERS OF UNDERSTANDING		38
	O.M.E.R.S. SURPLUS.....	38
	SALARY – CIVILIAN TO POLICE	39
	ON-CALL – ARTICLE 13:04	40
	CRIMINAL INVESTIGATOR PAY – ARTICLE 18:03 (FORMERLY ARTICLE 19:03).....	41
	LETTERS OF UNDERSTANDING AS APPENDICES	42
	UIC REBATE	43
	WORK LOCATION.....	44

BENEFITS FOR RETIREES.....	45
ADMINISTRATION OF HEALTH AND DENTAL PLANS	46
LTD POLICY AND PROCEDURES.....	47
LONG TERM DISABILITY	49
SICK LEAVE / IPP.....	50
EXTENDED HEALTH PLAN AND PREMIUMS	52
WORKPLACE SAFETY AND INSURANCE BOARD – ARTICLE 7:01 (B).....	53
RETIREMENT – ARTICLE 10:08.....	54
COLLECTIVE BARGAINING	55
HOURS OF WORK – ARTICLE 12	56
EXTENDED LEAVE OF ABSENCE	57
CHANGE TO ARTICLES 8 AND 9 AND CLAUSE 7:02.....	58
JOB SHARING PROGRAM	59
ADMINISTRATION AND PAYOUT OF TIME BANKS	60
EXTENDED HEALTH AND DENTAL PREMIUMS FOR 2007	64

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 Service 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 WORKPLACE SAFETY AND INSURANCE BOARD

- (a) All employees shall be covered by the Workplace Safety and Insurance Board 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 Workplace Safety and Insurance Board, the employee shall be provided with free hospitalization and medical care for any treatment relative to the compensable injury/illness. The Police Services Board agrees that the employee will continue to receive full salary for the period of temporary disablement as determined by the Workplace Safety and Insurance Board.
- (c) An employee may apply for a cash-in-lieu of annual leave credits accumulated while receiving Workplace Safety and Insurance Board 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 Workplace Safety and Insurance 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 (1½) 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 (1½) 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 of 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.

INCOME PROTECTION PLAN

7:02 (ii) **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</u> (hours)	<u>75% Salary</u> (hours)
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 of 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 of 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 (1½ %) 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 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 are 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 payday at the employee's Division no later than 8:00 p.m.

Responsibility Compensation

Effective July 1, 2003, the base salary for all uniform members of the bargaining unit will be adjusted as follows:

- (i) In the year an employee completes 8 years of service, on his or her anniversary date, an additional 3% of a 1st Class Constable's salary;
- (ii) In the year an employee completes 17 years of service, on his or her anniversary date, an additional 4% of a 1st Class Constable's salary;
- (iii) In the year an employee completes 23 years of service, on his or her anniversary date, an additional 5% of a 1st Class Constable's salary.

Effective July 1, 2004, the base salary of each member of the bargaining unit will be adjusted as follows:

- (i) In the year an employee completes 8 years of service, on his or her anniversary date, an additional 3% of a 1st Class Constable's salary;
- (ii) In the year an employee completes 17 years of service, on his or her anniversary date, an additional 6% of a 1st Class Constable's salary;
- (iii) In the year an employee completes 23 years of service, on his or her anniversary date, an additional 9% of a 1st Class Constable's salary.

Amounts paid will be added to the members' base salary and will form part of the uniformed member's regular annual salary for the purpose of determining the annual rate. Adjustments, subject to the following, are retroactive. However, only effective the date of this award, will this adjusted rate be used to determine all entitlements under the collective agreement that are presently calculated on the basis of a member's hourly or regular annual salary such as overtime, statutory holiday pay, vacation pay, court time etc. Adjustments to be reflected in calculation of OMERS.

Provision applies only to members of the uniformed bargaining unit as at the date of this award. Length of service shall be understood to mean the length of time a uniformed member spent with this employer as a uniformed member or as a civilian member (who has converted to uniform status). Years of service will also include any time spent with any of the predecessor employers as a police cadet. No direct entry time applicable. To qualify, an officer must attain satisfactory performance in all areas.

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 Appendix “C” and “D” of this 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 (½) 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 normal 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 (¾) of an hour’s pay at straight time rate for each hour that the starting time of the employee’s normal tour of duty has been changed to a maximum payment of four and one-half (4½) 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 (1½) 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 (1½) 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 (1½) 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 up to four hours immediately before or after his/her regular tour of duty, the employee shall be paid from the time required to report to court until the commencement of the employee’s regular shift, or from the completion of the regular shift to the completion of the court appearance at time and one-half.
- 14:04** When an employee is required to attend court in off-duty hours, other than under the provisions of Article 14:03, the employee shall receive in compensation thereof time and one-half for each hour required in court with a minimum payment of four hours at straight time and a maximum payment of eight hours at straight 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 of service, and in each subsequent year the employee shall be granted ten (10) working days.

Each employee who has not completed one (1) year of 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 pay sheet 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 Workplace Safety and Insurance Board benefits 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 (½) 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 - SPECIAL PAY ALLOWANCES

18:01 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.

18:02 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 of service in the Identification Section shall receive sergeant's pay while so employed.

18:03 CRIMINAL INVESTIGATOR PAY

Definition of Criminal Investigator

A position/job shall be designated as a criminal investigator position/job when it is established that the primary function of the position/job is assuming responsibility for detailed follow-up investigations of report occurrences, responsible for but not limited to the following:

- i) Investigating violations of federal, provincial, and municipal status, or any other investigation as designated by the appropriate authority;
- ii) Conducting detailed interviews of involved parties (victims, witnesses and suspects);
- iii) Identifying suspects through the detailed analysis of evidence, leads and other investigative techniques;
- iv) Determining appropriate charge(s) or other suitable resolution;

- v) Preparation and collection of detailed reports and other required documentation (i.e. search warrants, arrest warrants, etc);
- vi) Preparation of Crown briefs and the collection of relevant information required for disclosure purposes;
- vii) Liaison with members of the Crown Attorney's Office throughout the investigation and trial as required; and,
- viii) Liaison with witnesses, victims and members of the Victim Witness Program as required, keeping them informed of the progress of the investigation and court proceedings.

A payment of two dollars (\$2.00) per day shall be provided for any constable working in a position/job designated as criminal investigator for a period in excess of ten (10) working days in any calendar year. After a period of twelve (12) months working in such position/job, a constable shall receive sergeant's pay while in that position/job. If the employee leaves after becoming eligible for the sergeant's pay and is later returned to a criminal investigator position/job, the employee shall be paid the salary of the sergeant while in that position/job.

18:04 TRANSFERS BETWEEN IDENTIFICATION SECTION AND CRIMINAL INVESTIGATOR POSITIONS

In the event that a constable completes one (1) year in a criminal investigator position/job 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 investigator position/job, the constable shall continue to receive sergeant's salary after completion of three (3) months in a criminal investigator position/job.

18:05 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.

18:06 CANINE UNIT

The Board agrees to pay a premium of one thousand dollars (\$1,000) 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.

18:07 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) 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.

18:08 DRY CLEANING ALLOWANCE

- (a) Each employee shall be allowed the sum of three hundred and fifty dollars (\$350) 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) 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) 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.

18:09 SHIFT DIFFERENTIAL

A tour of duty differential in the amount of ten cents (\$0.10) 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 cents (\$0.20) 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.

18:10 POLICE COLLEGE ALLOWANCE

- (a) An allowance of sixty dollars (\$60) 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) allowance.
- (c) A per diem of fifty dollars (\$50) 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) for each trip to and from Aylmer. Any employee required to attend any other work related training facility outside of the City of Ottawa shall be paid a travel allowance of thirty-eight cents (\$0.38) 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.

18:11 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.

18:12 TRANSPORTATION

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

18:13 PREMIUM PAY FOR TRAINING OR COACH OFFICERS

The employer agrees to pay a premium of twenty dollars (\$20) 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.

18:14 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
 b) Lunch \$15
 c) Dinner \$25
- (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-eight cents (\$0.38) per kilometre.

ARTICLE 19 - MEDICAL PLAN

- 19:01** 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, 2007:

Single:	\$ 53.59 per month
Family:	\$ 151.24 per month

ARTICLE 20 - GROUP LIFE, DENTAL AND LONG TERM DISABILITY INSURANCE

- 20:01** 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

- 20:02** 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 five thousand dollars (\$5,000) per month.

- 20:03** The employer agrees to contribute towards the premium cost of the present Dental Plan the following amounts:

Effective January 1, 2007:

Single:	\$25.89 per month
Family:	\$88.98 per month

ARTICLE 21 - 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 22 - 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 23 - 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 Workplace Safety and Insurance Board) 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 Workplace Safety and Insurance 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 Workplace Safety and Insurance Board 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 Workplace Safety and Insurance Board. In any event, the arrangement would cease at the time when the deceased police officer would have attained normal retirement age.

ARTICLE 24 - 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 25 - 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 26 - LEGAL INDEMNIFICATION

- 26:01** 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.
- 26:02** Notwithstanding 26:01, the Board may authorize payment of necessary and reasonable legal costs of an employee pleading or being found guilty of an offence described in 26:01, 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 26:03 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.
- 26:03** Notwithstanding 26:01, the Board may refuse payment otherwise authorized under 26:01 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.
- 26:04** 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 tortfeasors 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.
- 26:05** 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;
 - (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.

- 26:06** 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.
- 26:07** 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.
- 26:08** 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.
- 26:09** 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 26:02 hereof.
- 26:10** 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.
- 26:11**
- (a) An employee who is the subject of a hearing before a board of inquiry established by the Ontario Commission on Police Services 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 OCCOPS and any successor organization, has ordered a hearing before a board of inquiry pursuant to 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 the *Police Services Act*.

26:12 Where an employee has applied pursuant to 26:06, 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 26 the employee will be required to reimburse the Board for the total amount of any advance payment provided under this clause.

ARTICLE 27 - 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, 2007 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 18th day of February, 2010 in the presence of:

OTTAWA POLICE SERVICES BOARD

OTTAWA POLICE ASSOCIATION

Per:



Chair

Per:



President

Member

Director

APPENDIX "A" - SALARY SCHEDULES

Effective January 1, 2007 (3.05 % increase)**4th Class Constable**

Annual	37,780.59
26 Pays	37,653.15
2 Weeks	1,448.20
Hourly / 80 hrs	18.10

3rd Class Constable

Annual	53,085.59
26 Pays	52,906.52
2 Weeks	2,034.87
Hourly / 80 hrs	25.43

2nd Class Constable

Annual	58,983.00
26 Pays	58,784.03
2 Weeks	2,260.92
Hourly / 80 hrs	28.26

1st Class Constable

Annual	73,617.16
26 Pays	73,617.16
2 Weeks	2,821.88
Hourly / 80 hrs	35.27

Sergeant

Annual	83,471.41
26 Pays	83,189.85
2 Weeks	3,199.61
Hourly / 80 hrs	40.00

Staff Sergeant

Annual	91,288.14
26 Pays	90,980.20
2 Weeks	3,499.24
Hourly / 80 hrs	43.74

Responsibility Compensation

3% (8-16 years)	2,200.67
6% (17-22 years)	4,401.31
9% (23 years +)	6,601.95

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.

APPENDIX “C” - PLATOON SHIFT SCHEDULE

PREFACE

Effective January 2004, the Platoon Shift Schedule shall be as outlined in Attachment 1.

TERMS AND CONDITIONS

1. Application

All of the terms and conditions of the Police Personnel Collective Agreement shall apply except as varied below to accommodate the 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 Platoon Shift Schedule to either the Six (6) Platoon Rotation, the Day Shift Rotation, or the Afternoon Shift Rotation, as identified in Attachment 1.

The 6 Platoon Rotation (Days, Afternoons, and Nights) will follow the rotation identified in Attachment 1 and the schedule will repeat every forty-two (42) days.

The Day Shift Rotation will follow the 6-team rotation identified in Attachment 1 and the schedule will repeat every forty-two (42) days. Should the number of personnel assigned by the employer to the Day Shift Rotation change from initial deployment, then the Day Shift Rotation will follow either the 6-team rotation identified in Attachment 1, or either the 8-team or 10-team rotation identified in Attachment 2, and the schedule will repeat every fifty-six (56) days or every seventy (70) days respectively. Notwithstanding the above, the Day Shift Rotation may follow an alternate rotation by mutual agreement of the parties.

The Afternoon Shift Rotation will follow the rotation identified in Attachment 1 and the schedule will repeat every fifty-six (56) days.

To better meet operational requirements, upon approval of the Deputy Chief of Operations, shift starting and finishing times may be adjusted by:

- up to two hours for the Afternoon Shift Rotation and the Afternoon and Night shifts under the 6 Platoon Rotation; and
- up to one hour for the Day shifts under the 6 Platoon Rotation; as long as the length of the adjusted shift is still in accordance with the approved schedule, and provided at least 72 hours advance notice is given.

Shift Schedule:

6 Platoon Rotation (Days-Afternoons-Nights) – In addition to the eight (8) required training days each calendar year, personnel will work the following number of shifts in each 42-day rotation.

Day Shift:

7 shifts of ten and one half (10.5) hours in length from 07:00hrs to 17:30hrs. Meal break of a duration of 50 minutes.

Afternoon Shift:

7 shifts of ten and one half (10.5) hours in length from 12:00hrs to 22:30hrs; or
7 shifts of ten and one half (10.5) hours in length from 17:00hrs to 03:30hrs.

The shift from 12:00hrs to 22:30hrs 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 12:00hrs. Meal break of a duration of 50 minutes.

Night Shift:

7 shifts of ten and one half (10.5) hours in length from 21:00hrs to 07:30hrs. Meal break of a duration of 50 minutes.

Training Days - as scheduled in Attachment 1 – starting and finishing times to be identified. There shall be eight (8) training days per calendar year:

- Seven (7) training days of 8 hours each.
- One (1) training day at 10 hours each to meet the requirements for “Use of Force” re-qualifications.
- Meal breaks for Training Days are of a duration of one (1) hour.

The “Use of Force” re-qualification training day (10 hours) will be scheduled by the employee, through the Professional Development Centre on one of the employee’s scheduled rest days in the sixty-day period preceding their birthday.

Day Shift Rotation - In addition to the one (1) “Use of Force” re-qualification training day each calendar year, personnel will work the following number of shifts in each 42-day rotation.

24 shifts of nine and three quarters (9.75) hours in length from 06:15hrs to 16:00hrs. Meal break of a duration of 60 minutes.

Training Days – all non-Use of Force re-qualification training days to be scheduled on duty – starting and finishing times to be identified. There shall be eight (8) training days per calendar year:

- Seven (7) training days of 8 hours each to be scheduled on duty.
- One (1) training day at 10 hours each to meet the requirements for “Use of Force” re-qualifications.
- Meal breaks for Training Days are of a duration of one (1) hour.

The “Use of Force” re-qualification training day (10 hours) will be scheduled by the employee, through the Professional Development Centre on one of the employee’s scheduled rest days in the sixty-day period preceding their birthday.

Afternoon Shift Rotation - In addition to the eight (8) required training days each calendar year, personnel will work the following number of shifts in each 56-day rotation.

28 shifts of ten and one half (10.5) hours in length from 11:00hrs to 21:30hrs. Meal break of a duration of 50 minutes.

Training Days - as scheduled in Attachment 1 – starting and finishing times to be identified. There shall be eight (8) training days per calendar year:

- Seven (7) training days of 8 hours each.
- One (1) training day at 10 hours each to meet the requirements for “Use of Force” re-qualifications.
- Meal breaks for Training Days are of a duration of one (1) hour.

The “Use of Force” re-qualification training day (10 hours) will be scheduled by the employee, through the Professional Development Centre on one of the employee’s scheduled rest days in the sixty-day period preceding their birthday.

Effective January xx, 2004, on a trial basis, the employer will reduce the number of training days per calendar year as follows:

- Six (6) training days of 6.5 hours each.
- One (1) training day at 10 hours each to meet the requirements for “Use of Force” re-qualifications.
- Meal breaks for Training Days for all shifts are of a duration of one (1) hour.
- Meal breaks for the 6 Platoon Rotation and the Afternoon Shift Rotation will be reduced to 45 minutes, and meal breaks for the Day Shift Rotation shall remain at one (1) hour.

For the 6 Platoon Rotation and the Afternoon Shift Rotation, where the requirements of the service do not permit the employee to take any meal break, the employee shall be credited with forty-five (45) minutes overtime and where the employee is able to take one-half of a meal break, an employee shall be credited with twenty-five (25) minutes overtime. These changes will be reviewed annually, and, at the discretion of management may revert to the training day and lunch hour provisions outlined above in Appendix “C” and Appendix “D”.

3. Notice of Desire to Modify, Amend, or Change

At any time, if the Platoon Shift Schedule or the provisions contained in this Appendix "C" 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 immediately be 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 the third party renders a decision, the Platoon Shift Schedule will remain in place.

Unless otherwise mutually agreed, the parties agree that there will be no activation of this process for change prior to January 1, 2009.

Notwithstanding the above, by mutual agreement of the parties, changes may be made to the provisions contained in this Appendix "C" at any time.

4. Monitoring Committee

For a period of eighteen (18) months, a joint monitoring committee, comprised of an equal number of representatives (2 each) of the Employer, the Association, and front line officers shall be created to review any concerns that may arise regarding initial deployment, the redraft process, and the process for deployment of personnel transferred to the Platoon Shift Schedule. Committee members representing front line officers will be selected based on mutual agreement of the Employer and the Association.

5. 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.

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.

6. This Appendix "C" shall be attached to the Collective Agreement, but if the Platoon Shift Schedule is no longer acceptable, the process for change is as outlined in Appendix "C" as per #3 above.

APPENDIX "D" - ARTICLE 12 (Hours of Work – Meal Break)

APPENDIX "D"

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

For employees not assigned to 6 Platoon Rotation and Afternoon Shift Rotation:

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, an employee shall be credited with one half (1/2) hour overtime.

For employees assigned to 6 Platoon Rotation and Afternoon Shift Rotation:

Where the requirements of the service do not permit the employee to take any meal break, the employee shall be credited with fifty (50) minutes overtime and where the employee is able to take twenty-five (25) minutes for a meal break, an employee shall be credited with twenty-five (25) minutes overtime.

4. The parties are hereby ordered to incorporate these changes to their collective agreement.

Dated at Toronto this 19th day of September, 2003



Paula Knopf – Arbitrator

Attachment 1

6-Platoon Rotation, 42 day cycle

PLT	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S																																	
A	D	D						D	D						A	A											N	N						N	N						N	N																										
B	A	A						A	A						N	N											D	D						D	D						D	D																										
D	N	N						N	N						D	D											D	D						A	A						A	A						A	A																			
C								A	A						A	A											N	N						N	N						N	N						D	D						D	D												
E								N	N						N	N											D	D						D	D						D	D						A	A						A	A												
F								D	D						D	D											D	D						A	A						A	A						A	A						N	N						N	N					

Start times: DAYS: 07:00 - 17:30 AFTERNOONS: 12:00 - 22:30 or 17:00 - 03:30 NIGHTS: 21:00 - 07:30
 Training Days: Six 6.5-hour training days (trial basis) + one 10 hour Use of Force

Dayshift Rotation, 42 day cycle

PLT	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S												
Team 1	D	D	D	D				D	D	D	D				D	D	D	D									D	D	D	D				D	D	D	D				D	D	D	D			
Team 2	D	D						D	D						D	D											D	D						D	D						D	D					
Team 3								D	D						D	D											D	D						D	D						D	D					
Team 4								D	D						D	D											D	D						D	D						D	D					
Team 5								D	D						D	D											D	D						D	D						D	D					
Team 6								D	D						D	D											D	D						D	D						D	D					

Start time: 06:15 - 16:00
 Training Days: Six 6.5-hour training days (on duty - trial basis) + one 10-hour Use of Force (off duty)

Afternoon Shift Rotation, 56 day cycle

PLT	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S												
Team 1	A	A	A	A				A	A	A	A				A	A	A	A									A	A	A	A				A	A	A	A				A	A	A	A			
Team 2								A	A	A	A				A	A	A	A									A	A	A	A				A	A	A	A				A	A	A	A			

Start Time: 11:00 - 21:30
 Training Days: Six 6.5-hour training days (trial basis) + one 10-hour Use of Force

Attachment 2

Day Shift Rotation, 56 day cycle

PLT	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S					
Team 1	D	D	D	D				D	D						D	D											D	D						D	D					
Team 2	D	D						D	D						D	D											D	D						D	D					
Team 3								D	D						D	D											D	D						D	D					
Team 4								D	D						D	D											D	D						D	D					
Team 5								D	D						D	D											D	D						D	D					
Team 6								D	D						D	D											D	D						D	D					
Team 7								D	D						D	D											D	D						D	D					
Team 8								D	D						D	D											D	D						D	D					

Start time: 06:15 - 16:00
 Training Days: Six 6.5-hour training days (on duty - trial basis) + one 10-hour Use of Force (off duty)

Day Shift Rotation, 70 day cycle

PLT	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S					
Team 1	D	D	D	D				D	D						D	D											D	D						D	D					
Team 2	D	D						D	D						D	D											D	D						D	D					
Team 3								D	D						D	D											D	D						D	D					
Team 4								D	D						D	D											D	D						D	D					
Team 5								D	D						D	D											D	D						D	D					
Team 6								D	D						D	D											D	D						D	D					
Team 7								D	D						D	D											D	D						D	D					
Team 8								D	D						D	D											D	D						D	D					
Team 9								D	D						D	D											D	D						D	D					
Team 10								D	D						D	D											D	D						D	D					

Start time: 06:15 - 16:00
 Training Days: Six 6.5-hour training days (on duty - trial basis) + one 10-hour Use of Force (off duty)

LETTERS OF UNDERSTANDING

O.M.E.R.S. Surplus

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-Carleton 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: _____

10/12/97
Date

Salary – Civilian to Police

**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



On-Call – Article 13:04

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

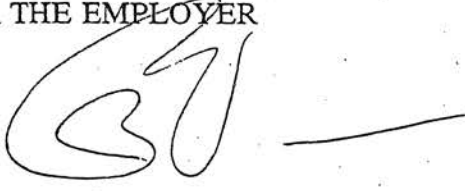
Re: Article 13:04 of the Police Personnel Collective Agreement

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.

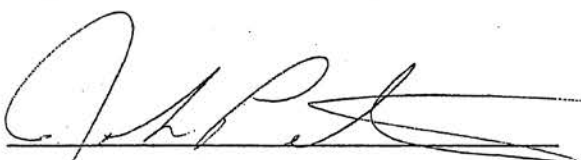
An employee placed on call by the Chief/designate will receive 1/3 of an hour's pay for each hour on call and, if required by the employer to return to work, would be subject to the provisions of article 13:04 while at work, not the 1/3 of an hour's pay. However, it is understood that the three (3) hour 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 8/9/98

Criminal Investigator Pay – Article 18:03 (formerly Article 19:03)

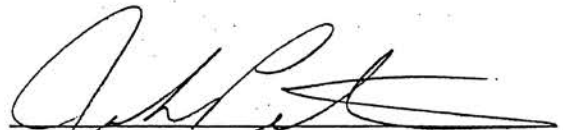
LETTER OF UNDERSTANDING TO BE INCORPORATED IN
COLLECTIVE AGREEMENT

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

8/9/98

Letters of Understanding as Appendices

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



FOR THE ASSOCIATION



DATE: November 14, 1995

UIC Rebate

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

Work Location

LETTER OF UNDERSTANDING

between the

OTTAWA-CARLETON REGIONAL POLICE SERVICES BOARD

and the

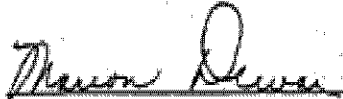
OTTAWA-CARLETON REGIONAL POLICE ASSOCIATION

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

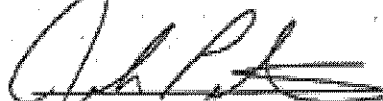
In light of the concerns expressed by the Association regarding future involuntary transfers of employees to work locations a distance greater than the furthest distance between any two Divisions (20 km) and the employee's present work location, the parties agree that the following will apply:

- 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

Benefits for Retirees

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

Administration of Health and Dental Plans

**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

LTD Policy and Procedures

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 retire 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

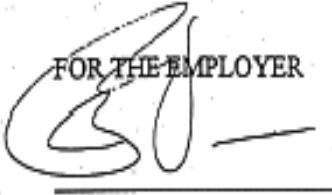
There will be no upward adjustment to the rates unless justified by experience with these changed provisions.

General - Return to work requirements

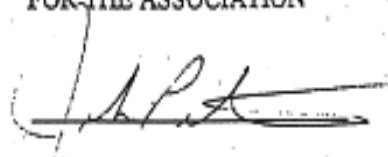
- Employees on sick leave/TPP or LTD are required to return to work when work is made available which the employee is able to perform, subject to medical confirmation and taking into account any medical restrictions.

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



FOR THE ASSOCIATION



DATE: 10/22/97

Long Term Disability

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

Sick Leave / IPP

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

Sick Leave/IPP

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

**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 and/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.

Part I: To be completed by employee (Please Print)

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

1. 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 _____

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

5. 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.

Signature _____ Date _____

Doctor's name (Please Print) _____
 Address _____ Telephone number _____

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

Extended Health Plan and Premiums

LETTER OF UNDERSTANDING

BETWEEN

THE OTTAWA POLICE SERVICES BOARD

AND

THE OTTAWA POLICE ASSOCIATION

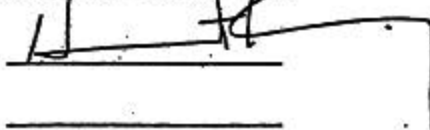
Extended Health Plan and Premiums

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.

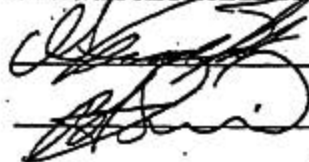
Benefit Plan Improvements which were introduced effective January 1, 1999

- 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



FOR THE ASSOCIATION



DATE: December 4, 2001

Workplace Safety and Insurance Board – Article 7:01 (b)

LETTER OF UNDERSTANDING

between the

OTTAWA-CARLETON REGIONAL POLICE SERVICES BOARD

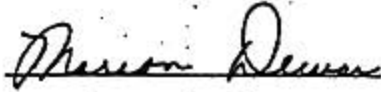
and the

OTTAWA-CARLETON REGIONAL POLICE ASSOCIATION

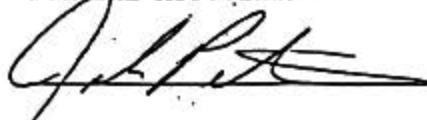
Re: Workers' Compensation Article 7:01 (b)

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

Retirement - Article 10:08

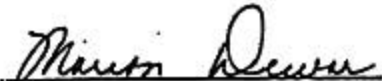
LETTER OF UNDERSTANDING
between the
OTTAWA-CARLETON REGIONAL POLICE SERVICES BOARD
and the
OTTAWA-CARLETON REGIONAL POLICE ASSOCIATION

Re: Article 10:08

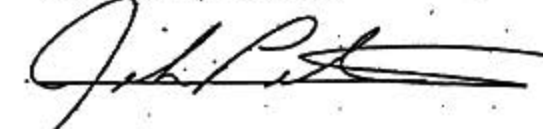
In that the parties have agreed to a reduction in the Constable 4 salary, the parties also agree to provide the following retirement allowance to employees hired after October 15, 1995:

"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

Collective Bargaining

LETTER OF UNDERSTANDING

between the

OTTAWA-CARLETON REGIONAL POLICE SERVICES BOARD

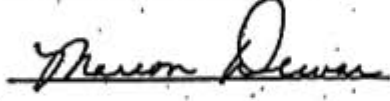
and the

OTTAWA-CARLETON REGIONAL POLICE ASSOCIATION

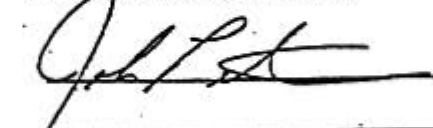
The parties agree to the following arrangement for subsequent Collective Bargaining negotiation meetings held with the employer.

- 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



FOR THE ASSOCIATION



DATE: November 14, 1995

Hours of Work - Article 12

LETTER OF UNDERSTANDING

between the

OTTAWA-CARLETON REGIONAL POLICE SERVICES BOARD

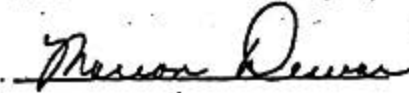
and the

OTTAWA-CARLETON REGIONAL POLICE ASSOCIATION

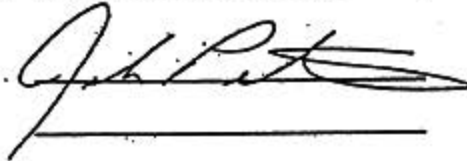
Re: Article 12 (Hours of Work - Meal Break)

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

Extended Leave of Absence

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 80% 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.

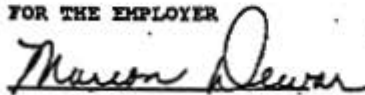
If, during the leave, an employee wishes to undertake secondary employment, he/she will be required to seek permission of the Chief in accordance with the regulations of the Police Service. A leave of absence granted under this policy will not exceed one year (365 calendar days) and at any one time, 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.

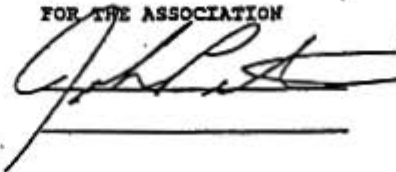
The employee may continue with all current medical, dental, and life insurance coverage during his/her period of absence, by making arrangement to reimburse the Board for the required premium contributions.

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

Change to Articles 8 and 9 and clause 7:02

LETTER OF UNDERSTANDING

between the

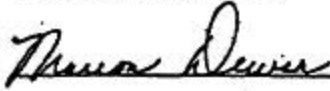
OTTAWA-CARLETON REGIONAL POLICE SERVICES BOARD

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

Job Sharing Program

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

Marcus Dewar

FOR THE ASSOCIATION

John P. [Signature]

DATE: November 14, 1995

Administration and Payout of Time Banks

LETTER OF UNDERSTANDING

Between the
OTTAWA POLICE SERVICE
(hereafter called the "Employer")

and the

OTTAWA POLICE ASSOCIATION
(hereafter called "the Association")

RE: ADMINISTRATION & PAYOUT OF TIME BANKS

PREFACE

Recognizing that:

- there are provisions in the Police Personnel and Civilian Personnel collective agreements regarding the administration and payout of timebanks which have not been strictly adhered to in the past;
- some employees have been permitted to accumulate excess time banks, and grandfathered time banks will be created to eliminate these excess time banks over a multi-year period; and
- these accumulated timebanks have become a significant financial liability to the organization,

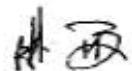
following lengthy discussions between the parties, effective the date of ratification of this Letter of Understanding, the time bank provisions of the collective agreements will be strictly adhered to, and the parties do hereby agree as follows:

TERMS AND CONDITIONS

A) OT & Court Time – Art. 13;06 (Police Personnel) & Art. 10(c) (Civilian):

The consolidated overtime/court time bank will include the following banks, and is restricted to a maximum of 120 straight time hours in accordance with the collective agreement:

- * Bank 28 Overtime- Shift Advance
- * Bank 29 Overtime- Call Back
- * Bank 30 Overtime- On Call
- * Bank 31 Overtime- Straight Time
- * Bank 32 Overtime- Time and a Half
- * Bank 33 Overtime- Statutory Holiday Bonus
- * Bank 44 Court Time
- * Bank AO Attack on America OT
- * Bank AA Attack on America Airport OT



However, for overtime and court time slips entered by Finance starting **(as soon as administratively possible following the effective date of this Letter of Understanding)**, overtime and court time hours will be paid out if they would otherwise result in the sum of the consolidated OT/Court Time banks (plus the grandfathered OT/Court Time bank) exceeding 120 straight time hours.

Hours on any overtime and court time slips entered by Finance prior to **(as soon as administratively possible following the effective date of this Letter of Understanding)** can be banked, and if not otherwise used by the employee for time off or payout purposes in the interim, the hours will be included in the grandfathered OT/Court Time bank when it is created.

B) Statutory Holidays – Art. 17:04 (Police Personnel) & Art. 9(d) (Civilian):

Commencing in 2004, by March 31st (Sworn) and by March 1st (Civilian) of each calendar year, there will be a mandatory payout of the unutilized portion of statutory holiday credits earned in the previous year. For 2003, **as soon as administratively possible following the effective date of this Letter of Understanding**, there will be a mandatory payout of up to 96 hours (Sworn) and up to 84 hours (Civilian) from the GS bank (i.e. the Grandfathered Statutory Holidays Pre-2003 bank).

C) Annual Leave

1. Except as provided below, employees must select all of their annual leave in the leave draw, and all annual leave must be taken as time off in the year it is earned.
2. All employees may be permitted to hold back 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 Article 14:05 (Sworn) and 11(e) (Civilians) will not apply to any leave taken under this provision.

If for operational reasons, and upon management approval, an employee is unable to utilize a portion of his/her five days annual leave that were held back, then it must be exhausted the following year as outlined in item C(4) & C(5) below.

3. If pursuant to Article 15:05 (Police Personnel) or Article 12(f) (Civilian), or due to an injury or illness arising out of and in the course of his/her duties within the meaning of the WSIB Act, an employee is unable to utilize a portion of his/her annual leave in the year it is earned, then it must be exhausted the following year as outlined in item C(4) and C(5) below.



4. An employee must exhaust any carryover of the previous year's annual leave in one of the following ways:
 - a) the employee may request that any portion of the carried over annual leave be taken as time off prior to June 1 of the year following the year in which the credits were earned; or
 - b) the employee may request a voluntary payout of any portion of the carried over annual leave at any time prior to June 1 of the year following the year in which the credits were earned, and such payout will be provided; or
 - c) Upon sufficient notice prior to June 1 of the year following the year in which the credits were earned, the employee may request that any portion of the carried over annual leave be taken as time off on or after June 1st of the year following the year in which the credits were earned.
5. Any unutilized credits remaining in the employee's bank as of June 1st of the year following the year in which the credits were earned will be paid out, excluding those requests which have been approved for time off under 4a) or 4c) above.

D) Rate of Payouts

Payouts of Overtime/Court Time, Statutory Holiday credits and Annual Leave will be at current rates.

E) Grandfathered Banks

1. On January 28, 2003 as part of the year-end process, the OSL feature was used to electronically transfer previous years' annual leave and statutory holiday balances to new "grandfathered" time codes. Those grandfathered time codes are the following:
 - GA – representing grandfathered annual leave from pre-2003; and
 - GS – representing grandfathered statutory holidays from pre-2003.

As soon as administratively possible following the effective date of this Letter of Understanding, the employer will create a grandfathered Overtime/Court Time bank comprised of excess hours above the 120 straight time hour cap. Please note that this grandfathered bank must be created manually (rather than electronically), therefore it may not be created until October 2003.

2. There would be no mandatory payouts from the 3 grandfathered banks until December 31, 2010 at which point all remaining hours will be paid out. The exception is the mandatory payout in 2003 (see item B above) of up to 96 hours (Sworn) and up to 84 hours (Civilian) from the GS bank (i.e. the Grandfathered Statutory Holidays Pre-2003 bank).



3. Employees can request a voluntary payout of any portion of the three grandfathered banks (including the grandfathered Annual Leave bank) at any time prior to December 31, 2010, and such payout will be provided.
4. Employees can request that any portion of the three grandfathered banks be used for time off purposes. Subject to operational and financial considerations, management shall make reasonable efforts to approve requests for time off.
5. Employees with a grandfathered Overtime/Court Time bank must draw down the grandfathered OT/Court Time bank first (for either pay or time off purposes) before accessing the regular OT/Court Time bank which is capped at 120 straight time hours.
6. Payouts of grandfathered Overtime/Court Time, Statutory Holiday and Annual Leave banks will be at current rates.

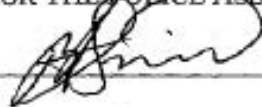
To the degree that the provisions of this Letter of Understanding amend or modify the provisions of the Police Personnel or Civilian Personnel collective agreements, the parties agree to amend the collective agreements accordingly.

FOR THE POLICE SERVICE



Date: 2003-05-01

FOR THE POLICE ASSOCIATION



Date: 01 May 2003

Extended Health and Dental Premiums for 2007

LETTER OF UNDERSTANDING

Re: Extended Health and Dental Premiums for 2007

On a without prejudice basis, for the period from January 1, 2007 to June 30, 2007, in July of 2007 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 2007 – June 2007) 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 premium(s) effective the month of the review. Where the premiums paid are in excess of the claims expenses, the premiums will be adjusted downwards effective the month of the review to reflect the difference, unless otherwise mutually agreed.

Also on a without prejudice basis in January of 2008 the parties will 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 that period, a lump sum payment will be provided to cover the employer's portion of the shortfall for the retroactive period.

FOR THE ASSOCIATION



Date: July 31, 2007

FOR THE BOARD



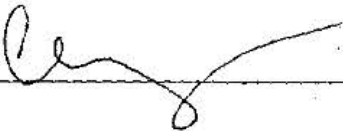
Date: July 24, 2007

LETTER OF UNDERSTANDING

Re: Extended Health and Dental Premiums for 2007

This is to confirm that the premiums paid by the employer and employees for dental coverage will be increased by 5% effective January 1, 2007, and the premiums paid by the employer and employees for extended health coverage will be increased by 15% effective January 1, 2007. These adjustments will be made as soon as administratively possible.

FOR THE ASSOCIATION



Date: July 31, 2007

FOR THE BOARD



Date: July 24, 2007

LETTER OF UNDERSTANDING

between the

OTTAWA POLICE SERVICES BOARD
(hereafter called "the Employer")

and the

OTTAWA POLICE ASSOCIATION
(hereafter called "the Association")

2007 SWORN PERSONNEL COLLECTIVE AGREEMENT

This Agreement represents the terms and conditions of employment for the 2007 Sworn Personnel Collective Agreement. In the event there are any errors or accidental omissions that should have been included by the parties, the error(s) or omission(s) will be considered part of this agreement and the necessary corrections made.

FOR THE POLICE SERVICES BOARD



Chair

FOR THE ASSOCIATION



PRESIDENT

Date: 18 February, 2010

Date: 10 FEB 2010