

MEMORANDUM OF AGREEMENT

Between

THE CROWN IN RIGHT OF ONTARIO

**as represented by MANAGEMENT BOARD OF CABINET
(hereinafter referred to as "the Employer")**

and

**THE ONTARIO PROVINCIAL POLICE ASSOCIATION (OPPA)
(hereinafter referred to as "the Association")**

SOURCE	Union
EFF.	2002 01 03
TERM.	2002 12 31
No. OF EMPLOYEES	2,000
NOMBRE D'EMPLOYÉS	<i>JK</i>

This Memorandum of Agreement applies only to employees in the positions captured in the Representation Certificate issued to the above-noted parties by the Ontario Labour Relations Board on January 3, 2002 (hereinafter referred to as "the OPPA civilian bargaining unit"),

The undersigned herewith agree to recommend to their respective principals the following:

- (1) That Appendix " A" to this Memorandum of Agreement will form the terms of an Interim Agreement between the Employer and the Association, subject to ratification by Management Board of Cabinet.
- (2) The terms of the Interim Agreement will be in effect from January 3, 2002 until the earlier of December 31, 2002 or until a first Collective Agreement regarding the OPPA civilian bargaining unit is concluded and ratified, or an interest arbitration decision is received, as applicable.

Signed at the City of Toronto on this 28th day of February, 2002.

For the Employer:

Michèle Miguès
Gary Lucas
[Signature]
Daphne Kuchanik
Sven Strachan
Jay Hope

For the Association:

[Signature]
[Signature]
[Signature]
[Signature]

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APPENDIX A

ARTICLE 1 - GRIEVANCE PROCEDURE

DEFINITIONS

- 1.01 (a) "Association" means the Ontario Provincial Police Association.
- (b) "Employee Representative" means a person selected by the Board of Directors of the Association, nominated to act on behalf of that employee in respect to a grievance.
- (c) "Grievance" means a personal complaint of an employee, made in writing, concerning a working condition or term of employment which is applicable to employees covered by this Interim Agreement and which is set out in the Interim Agreement, the Regulations under the *Public Service Act*, the Manual of Administration, or the Management Board of Cabinet Directives and Guidelines.
- (d) "Grievor" means an employee, who has been continuously employed for six (6) months, who has a grievance.
- (e) "Board" means the Ontario Provincial Police Grievance Board.

BOARD COMPOSITION

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

PROCEDURE

- 1.03 Questions arising between the Employer and the OPP Association concerning interpretations of the Interim Agreement will be initially referred to the Police Negotiating Committee, which will attempt to resolve such questions. If the Committee is unable to satisfactorily resolve the matter, it may be dealt with as an individual employee grievance pursuant to the provisions of this Article.

- 1.04 A grievor may present a grievance personally or may be represented and assisted by an employee representative.
- 1.05 (a) An employee who has a complaint shall first discuss the complaint with his/her supervisor within fourteen (14) days of first becoming aware of the complaint.
- (b) When the complaint has not been resolved by the employee's supervisor within seven (7) days of the discussion, the complaint shall be discussed with the Detachment Commander or the Section Manager.
- (c) Failing resolution under (b) herein, and within seven (7) further days, the employee may file a grievance in writing to his/her Regional/Bureau Commander, Branch Director or Director of the Ontario Police College as applicable (with a copy to his/her Detachment Commander or Section Manager).
- (d) The Regional/Bureau Commander, Branch Director or Director of the Ontario Police College as applicable shall give his/her decision in writing within seven (7) days of receipt of the written grievance (with a copy to the Detachment Commander or Section Manager).
- (e) The written grievance shall specify the section or sections of the Interim Agreement, Regulation under the *Public Service Act*, or Manual of Administration or Management Board of Cabinet Directives and Guidelines that is alleged to have been violated or misapplied.
- (f) If the grievor is not satisfied with the reply of the individual specified in (d) above, the grievor may forward the grievance to the Commissioner or the Assistant Deputy Minister of Policing Services Division as applicable within twenty (20) days of the date of reply in (d) above. The Commissioner or the Assistant Deputy Minister of Policing Services Division (as applicable) or their designee shall give the grievor the decision in writing with a copy in writing to the Association within twenty (20) days of receipt of the grievance.

TIME LIMITS

- 1.06 (a) Where a grievance is not processed within the time prescribed, it shall be deemed to have been withdrawn.
- (b) In this Article, days shall include all days exclusive of Saturdays, Sundays and statutory holidays.

- (c) At any stage of the grievance procedure, the time limits imposed upon either party may be extended by mutual agreement.
- 1.07
- (a) The provisions of this Section shall apply to a grievance concerning the interpretation, application, administration or alleged violation of this Interim Agreement, including whether or not the matter may be entertained by the Grievance board hereunder.
 - (b) If the Association is not satisfied with the decision given pursuant to the provisions of Section 1.05(f), or if the Association does not receive a decision within the specified time limit, the Association may apply in writing to the Board within seven (7) days
 - (i) of the date the decision was received or
 - (ii) of the date the time limit expired as the case may be, for a hearing of the grievance.
 - (c) When an application is made to the Board for the hearing of the grievance, the Board shall hold a hearing within one (1) month of the date of receipt of the application, and at least fourteen (14) days before the hearing shall notify the grievor, the employee representative, and the Commissioner or the Assistant Deputy Minister of Policing Services Division (**as** applicable) of the date, time and place of the hearing.
 - (d) The Board shall not be authorized to alter, modify or amend any part of the terms of this Agreement.
 - (e) The decision of the Board in respect of the hearing shall be communicated in writing within sixty (60) days of the conclusion of the hearing to the grievor, the employee representative, the Commissioner or the Assistant Deputy Minister of Policing Services Division (**as** applicable), the Solicitor General and the Deputy Minister, Management Board Secretariat.
 - (f) The determination of a grievance by the Board pursuant to the terms of this Agreement is final.

POLICY GRIEVANCE

- 1.08 Where any difference between the Employer and the Association arises from the interpretation, application, administration or alleged contravention of the Interim Agreement, the Association may be entitled to file a policy grievance with the Commissioner or the Assistant Deputy of Policing Services Division (as

applicable) provided the grievance is filed within thirty (30) days following the occurrence or origination of the circumstances giving rise to the grievance. The grievance shall be signed by one of the signing officers of the Association.

- 1.09 Each party shall pay the fees and expenses of its own designated member of the Ontario Provincial Police Grievance Board and one half the fees and expenses of the Chair.
- 1.10 Except as aforesaid, each party shall bear all expenses incurred by it whether of witnesses, the attendance of witnesses and representatives, exhibits or otherwise.

ARTICLE 2 - SURPLUS ENTITLEMENTS

- 2.1 This Article applies to full-time classified employees only.
- 2.2 An employee identified as surplus shall receive six (6) months' written notice of Lay Off. An employee who receives a written Notice of Lay Off may resign and, subject to management approval, receive equivalent pay in lieu of notice. Such employee shall also receive Termination Pay (Severance Pay) in accordance with the applicable Sections of Sections 79 – 87 of Regulation 977 made under the *Public Service Act*
- 2.3 In addition to the severance entitlements set out in 2.2, an additional one week of salary for every completed year of continuous service, with no maximum, shall be paid as enhanced severance to all employees declared surplus.
- 2.4 Where an employee accepts pay in lieu of notice pursuant to this Article, any further entitlements under this Interim Agreement or the Operating Procedure for the Workforce Adjustment of Employees in the Management Compensation Plan and Excluded Category are forfeited. The employee will be eligible to apply to restricted competitions from the last day of work until twenty-four (24) months from the originally projected date of layoff.
- 2.5 Where an employee accepts pay in lieu of notice and is subsequently re-appointed to a position in the Ontario Public Service prior to the originally projected lay-off date, the employee will repay to the ministry a sum of money equal to the amount paid for the period between the date of re-appointment and the original projected lay-off date. In addition, the employee will repay to the ministry all monies received for enhanced severance. For clarity, the employee will not be required to repay any tuition fees already received under this Article.
- 2.6 Where an employee who accepts pay in lieu of notice is re-appointed to a position in the Ontario Public Service after the originally projected lay-off date, and prior to the expiration of a further twenty-four (24) months, the employee will repay to the ministry all monies received as enhanced severance pay. For clarity, the employee will not be required to repay any tuition fees already received under this Article.
- 2.7 Where repayment to the Ministry is required under any of the Articles under this Interim Agreement, any re-appointment to the Ontario Public Service is contingent upon such repayment being made in full not later than the date upon which the employee is re-employed. Where such repayment is not made in accordance with this provision, then any subsequent re-appointment shall be rendered null and void without penalty to the Employer. The termination of employment as a result of the operation of Section 2.7 shall not be grievable.

The onus shall be upon the employee to identify to the hiring manager at the time an offer of employment is being made that they are subject to the repayment obligations.

- 2.8 Where an employee resigns and his or her resignation takes effect within one (1) month after receiving surplus notice, he or she shall be eligible for reimbursement of tuition fees up to a maximum of three thousand dollars (\$3,000). Reimbursement for tuition fees will be made upon production of receipts from an approved educational program within twelve (12) months of resignation.
- 2.9 Where an employee resigns later than one (1) month after receiving surplus notice, **he** or **she** shall be eligible for reimbursement of tuition fees up to a maximum of one thousand two hundred and fifty dollars (\$1,250). Reimbursement for tuition fees will be made upon production of receipts from an approved educational program within twelve (12) months of resignation.

ARTICLE 3 - EXTENSION OF SURPLUS FACTOR 80 AND SURPLUS PENSION BRIDGING

3.0 The Employer is aware that its restructuring initiatives could have a significant effect on employees, some of whom have served for a lengthy period. Accordingly, the Employer shall, until March 31, 2003, make the following entitlements available to eligible classified employees who are declared surplus on or before March 31, 2003:

1. Surplus Factor 80

An employee who receives a Notice of Lay Off on or before March 31, 2003, may apply to retire on an unreduced pension provided all of the following conditions are met:

- (1) The employee's age plus pension credit totals at least 80 years on or before employment ceases; and,
- (2) The employee's age plus pension credit totals at least 80 years on or before March 31, 2003; and,
- (3) The employee ceases employment upon the date of lay off specified in his or her Notice of Lay Off. All or part of the employee's Termination Payments under Sections 79 – 87 of Regulation 977 made under the *Public Service Act* may be converted to and received as paid leave, in order to extend service beyond the employee's lay off date. In such case the employee must cease employment at the end of the paid leave period; and,
- (4) The employee must make his or her written election to retire under this paragraph within thirty (30) days of receiving his or her Notice of Lay Off and the Employer must receive that election within the same thirty (30) days; and,
- (5) The employee must forfeit all other workforce adjustment rights and entitlements under the Interim Agreement and the Operating Procedure for the Workforce Adjustment of Employees in the Management Compensation Plan and Excluded Category, including the right to enhanced severance pay.

2. Surplus Pension Bridging

An employee who receives a Notice of Lay Off on or before March 31, 2003 may take a pension bridging option as a leave of absence without pay but with the accrual of pension credits, if the sum of:

- (1) the six (6) month notice period;
- (2) the number of weeks of paid leave of absence that the employee's Termination Payments can be converted into under the current provisions of Sections 79 – 87 of Regulation 977 made under the *Public Service Act* (excluding attendance credits); plus

(3) a maximum of two **(2)** years leave of absence without pay, but with continued accrual of pension credits,

would bring the employee to the next earliest date on which he or she could exercise an actuarially unreduced pension option under the Public Service Pension Plan.

The maximum amount of leave that an employee can take for the pension bridging option shall be calculated as follows:

- (A1) determine the total amount of time from the date on which the employee receives the Notice of Lay Off that is needed for the individual to reach the next earliest of his or her actuarially unreduced pension options and, from that amount, subtract:
- (i) the employee's six month notice period; and
 - (ii) the number of weeks of paid leave of absence that the employee's Termination Payments can be converted into under the existing provisions of Sections 79 – 87 of Regulation 977 made under the *Public Service Act* (excluding attendance credits).
- (B1) the remainder to the extent that it is no more than two (2) years, shall be available as a leave of absence without pay but with continued accrual of pension credits. During the leave without pay, employees may choose to purchase all benefits coverage with the exception of the Short Term Sickness Plan and the Long-Term Income Protection plan.

The leaves of absence shall commence before the conclusion of the employee's six (6) month notice period and shall be taken as follows:

- (A2) the unpaid leave of absence, the maximum of which is determined in accordance with (B1) above, shall be taken first. During this leave of absence, in lieu of the employee's pension contributions being made directly from the employee, the employee's right to enhanced severance under Article 2 shall be reduced by an equivalent amount, which the Employee shall pay into the pension plan and the Employer contributions shall also be paid into the pension plan;
- (82) the leave of absence with pay equal to the employee's number of weeks of Termination Payments under Sections 79 – 87 of Regulation 977 made under the *Public Service Act* shall be taken after the leave without pay in (A2) above. During this leave of absence, the employee's pension contributions shall be deducted from the employee's bi-weekly payments;

- (C2) at the conclusion of the leave of absence with pay, the employee shall return to complete whatever portion of the six **(6)** month notice period remains. For greater certainty, the requirement to return may be satisfied by the **use** of vacation credits. At the end of this period, the employee:
- (i) shall retire;
 - (ii) shall receive the enhanced severance, reduced by an amount equivalent to his or her pension contributions for the unpaid leave of absence: and
 - (iii) **shall** be entitled to exercise his or her right to an actuarially unreduced pension.

This arrangement is subject to the requirements of the Public Service Pension Plan including compliance with legislation governing the Public Service Pension Plan. This arrangement is contingent on Revenue Canada approval.

Surplus employees who choose pension bridging forfeit all other workforce adjustment rights and entitlements under the Interim Agreement and the Operating Procedure for the Workforce Adjustment of Employees in the Management Compensation Plan and Excluded Category.

ARTICLE 4 - LEAVE-OF-ABSENCE FOR ASSOCIATION BUSINESS

- 4.1 Leave-of-absence for the purpose of traveling to and attending meetings shall be granted without deduction from credits as follows:
- (a) Twenty (20) delegates from the Province for the purpose of attending the Association's two **(2)** Executive Board Meetings each year, a one (1) day meeting in the Spring and a two **(2)** day meeting in the Fall.
 - (b) One (1) member of the Association's Board of Directors to attend meetings for the purpose of conducting the business of the Association, to an aggregate of twenty (20) days in any calendar year. For any leave under this Section in excess of twenty (20) days, the Association shall reimburse the Province of Ontario for the salary of the member concerned.
 - (c) One (1) member of the Association's Board of Directors who is a member of the Ontario Provincial Police Negotiating Committee to attend meetings of the Committee as required.
 - (d) Such leave shall be granted upon written application from the member to the Regional or Bureau Commander. Such applications shall describe the type of meeting for which the leave-of-absence is requested. The Association will provide a monthly report to the Employer of days utilized under this provision.
- 4.2 A leave-of-absence with pay may be granted to employees to assume full-time duties as Executive Officers of the Association. The salaries shall be determined by the Association and paid by the Employer as advised from time to time by the Association. Pension and benefits plans shall be calculated based on the salary for the Executive Officer. The Association shall reimburse the Employer for the salaries, the Employer's share of the superannuation contribution, the premiums for all benefit and insurance plans and the cost of any other employee benefit or premium. All other benefits applicable to the employee ~~so~~ placed on leave shall apply.

ARTICLE 5 - DEDUCTION OF ASSOCIATION DUES

- 5.1 The Employer shall deduct Association dues, as authorized from time to time by the Association, from the pay of each employee and transmit the total amount of such deductions to the head office of the Association within a reasonable time after such deductions are made. The Association agrees to indemnify and save the Employer harmless from any liability arising out of the operation of this Article.
- 5.2 Subject to the jurisprudence of the Ontario Labour Relations Board and the Association's duty of fair representation, where an employee because of his or her religious conviction or religious belief objects to the paying of dues or other assessments to the Association, an amount equal to any initiation fee, dues or other assessments will be paid by the employee, or remitted by the employer, to a charitable organization mutually agreed by the employee and the Association.
- 5.3 If a disagreement occurs between the Association and an employee regarding the application of 5.2, the matter will be referred to the OPP Grievance Board for resolution.
- 5.4 The Employer agrees to deduct dues in accordance with this Article retroactive to January 3, 2002.

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OPPA CIVILIAN MEMORANDUM OF UNDERSTANDING

OPPA

CIVILIAN MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding entered into this 5th day of August 2002

By and Between:

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

And

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

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August 5, 2002

Civilian Memorandum of Understanding

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Civilian Memorandum of Understanding

part a - FULL-TIME CLASSIFIED EMPLOYEES

ARTICLE 1 - RECOGNITION

1.01 The Employer recognizes the Association as the exclusive bargaining agent with respect to matters pursuant to the Public Service Act or matters arising under this Memorandum of Understanding for all civilian employees who are under the supervision of the Commissioner of the Ontario Provincial Police or the Chief Firearms Officer for Ontario and Instructors at the Ontario Police College, save and except for those persons excluded under section 26(2)2 of the *Public Service Act, R.S.O 1990*.

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

DEFINITIONS

1.02 The term "employees" whenever herein used shall mean only those employees within the bargaining unit as described above.

1.03 The term "Association" whenever herein used shall mean the Ontario Provincial Police Association.

1.04 The term "Commissioner" whenever herein used shall mean Commissioner of the Ontario Provincial Police or designee.

1.05 Wherever applicable in this Memorandum, the singular shall include the plural.

1.06 Wherever the feminine pronoun is used in this Memorandum, it includes the masculine pronoun and vice versa, where the context so requires.

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

1.08 The term "Deputy Minister" whenever herein used shall mean the Deputy Minister, Public Safety and Policing Services, or designee.

1.09 The term "Assistant Deputy Minister" whenever herein used shall mean the Assistant Deputy Minister, Policing Services Division, or designee.

OPPA CIVILIAN MEMORANDUM OF UNDERSTANDING

- 1.10 The term "Ministry" whenever herein used shall mean the OPP, Ontario Police College and the Chief Firearms Office within the Ministry of Public Safety and Security.
- 1.11 The term "CTB" whenever herein used shall mean the compensating time bank.
- 1.12 The term "RPT" herein used shall mean Regular Part-Time.

August 5, 2002

OPPA CIVILIAN MEMORANDUM OF UNDERSTANDING

ARTICLE 2 - DURATION

- 2.01 This Memorandum of Understanding covers the period from the 3rd day of January, 2002 until the 31st day of December, 2002. The effective date of any provisions under this Memorandum shall be the date of ratification, unless otherwise specified herein. This Memorandum shall continue in effect until the 31st day of December, 2002, and during negotiation or arbitration for its renewal or revision.

August 5, 2002

OPPA CIVILIAN MEMORANDUM OF UNDERSTANDING

ARTICLE 3 - THE ONTARIO PROVINCIAL POLICE NEGOTIATING AND ARBITRATION BOARD

- 3.01 Negotiations for the amendment or renewal of matters pursuant to the Public Service Act or matters arising under this Memorandum of Understanding shall continue to be conducted through the Ontario Provincial Police Negotiating Committee pursuant to the Public Service Act. Any such matters not resolved by negotiation may be submitted to the Arbitration Board.
- 3.02 The decision of the Arbitration Board on all such matters referred to it shall be final and binding upon the parties hereto.

August 5, 2002

OPPA CIVILIAN MEMORANDUM OF UNDERSTANDING

ARTICLE 4 – GRIEVANCE PROCEDURE

4.01 DEFINITIONS

- (a) "Employee Representative" means a person selected by the Board of Directors of the Association, nominated to act on behalf of that person in respect to a grievance.
- (b) "Grievance" means a personal complaint of an employee, made in writing, concerning a working condition or term of employment under this Memorandum, the Regulations under the Public Service Act, the Manual of Administration, or the Management Board of Cabinet Directives and Guidelines.
- (c) "Grievor" means an employee, who has been continuously employed for six (6) months, who has a grievance.
- (d) "Board" means the Ontario Provincial Police Grievance Board.

4.02 BOARD COMPOSITION

There shall be an Ontario Provincial Police Grievance Board composed of:

- (a) a Chair who shall be agreed to by the parties for a renewable term of two years, and who shall not be a member of a Police Services Board,
- (b) one member designated from time to time upon the recommendation of the Ontario Provincial Police Association,
- (c) one member designated from time to time upon the recommendation of the Solicitor General.

4.03 PROCEDURE

4.03.01 Questions arising between the OPP and the OPP Association concerning interpretations of the Memorandum of Understanding will be initially referred to the Police Negotiating Committee, which will attempt to resolve such questions. If the Committee is unable to satisfactorily resolve the matter, it may be dealt with as an individual employee grievance pursuant to the provisions of this Article.

4.03.02 A grievor may present a grievance personally or may be represented or assisted by an employee representative.

August 5, 2002

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OPPA CIVILIAN MEMORANDUM OF UNDERSTANDING

- 4.03.03
- (a) An employee who has a complaint shall first discuss the complaint with his/her supervisor within fourteen (14) days of first becoming aware of the complaint.
 - (b) When the complaint cannot be resolved by the employee's supervisor within seven (7) days of the discussion, the complaint shall be discussed with the Detachment Commander or the Section Manager (as applicable).
 - (c) Failing resolution under (b) herein, and within seven (7) further days, the employee may file a grievance in writing to his/her Regional/ Bureau Commander, Branch Director or Director of the Ontario Police College (as applicable) with a copy to the Detachment Commander or Section Manager (as applicable).
 - (d) The Regional/Bureau Commander, Branch Director or Director of the Ontario Police College (as applicable), shall give his/her decision in writing within seven (7) days of receipt of the written grievance with a copy to the Detachment Commander or Section Manager (as applicable).
 - (e) The written grievance shall specify the section or sections of this Memorandum, Regulation under the Public Service Act, Manual of Administration or Management Board of Cabinet Directives and Guidelines that is alleged to have been violated or misapplied.
 - (f) If the grievor is not satisfied with the reply of the individual specified in (d) above, the grievor may forward the grievance to the Commissioner or the Assistant Deputy Minister (as applicable) within (20) days of the date of reply in (d) above. The Commissioner or Assistant Deputy Minister (as applicable) shall give the grievor the decision in writing with a copy to the Association within twenty (20) days of receipt of the grievance.

4.04 TIME LIMITS

- 4.04.01
- (a) Where a grievance is not processed within the time prescribed, it shall be deemed to have been withdrawn.
 - (b) In this Article, days shall include all days exclusive of Saturdays, Sundays and statutory holidays.
 - (c) At any stage of the grievance procedure, the time limits imposed upon either party may be extended by mutual agreement.

August 5, 2002

OPPA CIVILIAN MEMORANDUM OF UNDERSTANDING

- 4.04.02
- (a) The provisions of this Article shall apply to a grievance concerning the interpretation, application, administration or alleged violation of this Memorandum, including whether or not the matter may be entertained by the Grievance Board hereunder.
 - (b) If the Association is not satisfied with the decision given pursuant to the provisions of Article 4.03.03 (f), or if the Association does not receive a decision within the specified time limit, the Association may apply in writing to the Board within seven (7) days
 - (i) of the date the decision was received or
 - (ii) of the date the time limit expired as the case may be, for a hearing of the grievance.
 - (c) When an application is made to the Board for the hearing of the grievance, the Board shall hold a hearing within one (1) month of the date of receipt of the application, and at least fourteen (14) days before the hearing shall notify the grievor, the employee representative, the Commissioner or the Assistant Deputy Minister (as applicable) of the date, time and place of the hearing.
 - (d) The Board shall not be authorized to alter, modify or amend any part of the terms of this Memorandum.
 - (e) The decision of the Board in respect of the hearing shall be communicated in writing within sixty (60) days of the conclusion of the hearing to the grievor, the employee representative, the Commissioner or the Assistant Deputy Minister (as applicable), the Solicitor General and the Deputy Minister, Management Board Secretariat.
 - (f) The determination of a grievance by the Board pursuant to the terms of this Memorandum is final.

4.05 POLICY GRIEVANCE

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

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Association.

- 4.05.02 Each party shall pay the fees and expenses of its own designated member to the Ontario Provincial Police Grievance Board and one half the fees and expenses of the Chair.
- 4.05.03 Except as aforesaid, each party shall bear all expenses incurred by it whether of witnesses, the attendance of witnesses and representatives, exhibits or otherwise.

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ARTICLE 5 - PAY ADMINISTRATION

- 5.01 Promotion occurs when the incumbent of a classified position is assigned to another position in a class with a higher maximum salary than the class of his or her former position.
- 5.02 An employee who is promoted shall receive that rate of pay in the salary range of the new classification which is the next higher to his or her present rate of pay, except that:
- (a) where such a change results in an increase of **less** than three percent (3%), he or she shall receive the next higher salary rate, which amount will be considered as a one-step increase;
 - (b) a promotional increase shall not result in the employee's new salary rate exceeding the maximum of the new salary range except where permitted by salary note.
- 5.03 Where an employee:
- (a) at the maximum rate of a salary range is promoted, a new anniversary date is established based upon the date of promotion;
 - (b) at a rate less than the maximum in the salary range is promoted and receives a promotional increase:
 - (i) greater than a one-step increase, a new anniversary date based on the date of promotion **is** established;
 - (ii) of one step or less, the existing anniversary date is retained.
- 5.04 Where the duties of an employee are changed as a result of reorganization or reassignment of duties and the position **is** reclassified to a class with a lower maximum salary, an employee who occupies the position when the reclassification is made is entitled to salary progression based on merit to the maximum salary of the higher classification including any revision of the maximum salary of the higher classification that takes effect during the salary cycle in which the reclassification takes place.
- 5.05 Where a position is reassessed and is reclassified to a class with a lower maximum salary, any employee who occupies the position at the time of the reclassification shall continue to be entitled to salary progression based on merit to the maximum salary of the higher classification, including any revision of the maximum salary of the higher classification that takes effect during the salary cycle in which the reclassification takes

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place.

- 5.06 Where, for reasons of health, an employee is assigned to a position in a classification having a lower maximum salary, he or she shall not receive any salary progression or salary decrease for a period of six (6) months after his or her assignment, and if at the end of that period, he or she is unable to accept employment in his or her former classification, he or she shall be assigned to a classification consistent with his or her condition.
- 5.07 Except as provided above, an employee who is demoted shall be paid at the rate closest to but less than the rate he or she was receiving at the time of demotion, effective from the date of his or her demotion.
- 5.08 It is understood that where an employee is assigned to a position pursuant to Articles 5.06 and 5.07, the provisions of Article 40 (Posting and Filling of Vacancies or New Positions) shall not apply.

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ARTICLE 6 – HOURS OF WORK AND OVERTIME

6.01 HOURS OF WORK

6.01.01 The normal hours of work performed by employees shall be in accordance with Regulation 977 under the *Public Service Act* as follows:

- (a) in Schedule 3, 36¼ hours per week or 7.25 hours a day;
- (b) in Schedule 4, 40 hours per week or 8 hours per day;
- (c) in Schedule 6, shall vary in accordance with the requirements of the position but shall not be less than 36¼ hours per week and 7.25 hours per day.

6.01.02 It is understood that other arrangements regarding hours of work may be entered into between the Commissioner or Assistant Deputy Minister (as applicable) and the President of the Association with respect to compressed work week arrangements (CWW).

- (a) The provisions of a compressed work week arrangement are subject to the grievance procedure under Article 4 (Grievance Procedure).
- (b) Any CWW arrangements not established under Article 6.01.02 may be discontinued following consultation between the parties, with three (3) month's written notice by either party.

6.02 WORK SCHEDULES

6.02.01 Articles 6.02 applies to Schedule 3 and 4 employees only.

6.02.02 In work locations requiring a platoon work schedule the following arrangements shall prevail:

- (a) Schedules shall cover a twenty-eight (28) day period and shall be posted no later than 4:00 p.m. fifteen (15) days prior to the beginning of the period for which the schedule is intended.
- (b) Rest days shall be consecutive except in the one shift in a twenty-eight (28) day period where split rest days are required to arrange the platoon schedule.

6.02.03 It is the intention to keep changes in shifts and work schedules to a

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

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

In all other cases, the employee shall be paid time and one-half for the first eight (8) hours worked on the amended schedule.

6.02.04 Except in circumstances beyond the Employer's control, the Employer shall not schedule the commencement of a shift within eight (8) hours of the completion of the employee's previous shift provided, however, if that employee is required to work before the eight (**8**) hours have elapsed the employee shall be paid time and one-half (1 ½) of his or her basic hourly rate for those hours that fall within the eight (8) hour period. It is understood that the term "shift" does not include any period of time in respect of which an employee is entitled to overtime payments in accordance with Article 6.03 or Article 6.04.

6.02.05 An employee may exchange shifts and/or days off with another employee at the discretion of the Detachment Commander or Section Manager, or Director of the Ontario Police College (as applicable). The request to change days off shall be made in writing by both employees. A change will not be permitted if it results in any additional cost to the Employer.

6.02.06 An employee may be allowed to work for another employee at the discretion of the Detachment Commander, Section Manager or Director of the Ontario Police College (as applicable). This request shall be made in writing by both employees. A change will not be permitted if it results in any additional cost to the Employer.

6.03 OVERTIME – SCHEDULE 3 AND 4 EMPLOYEES

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6.03.01 "Overtime" means an authorized period of work calculated to the nearest half hour and,

- (a) performed on a scheduled working day in addition to the scheduled working period, and consisting of at least one-half ($\frac{1}{2}$) hour more than 7.25 hours, 8 hours or a longer scheduled working period as provided in a Compressed Work Week arrangement (as applicable); or
- (b) performed on a day that is not a scheduled working day.

6.03.02 Overtime shall be earned and credited to the employee's CTB (Compensating Time Bank) at the rate of one and one-half ($1 \frac{1}{2}$) times the basic hourly rate of salary.

6.03.03 Where an employee has completed his or her scheduled work period and left the workplace and is subsequently called in to work prior to his or her next scheduled working period such employee shall earn time and one-half ($1 \frac{1}{2}$) of his/her basic hourly rate for hours worked, with a minimum of four (4) hours ($1 \frac{1}{2}$ times 4 hours) credit to the CTB. For clarity, such premium payment will not be earned or credited for regularly scheduled hours.

Article 6.03.03 shall not apply where an employee on being called in not more than one (1) hour prior to the employee's scheduled working period, is given equivalent compensating time at the end of that period of work.

6.03.04 When an employee is required to perform work under Article 6.03.03 but is not required to physically attend at the workplace, the initial call and subsequent calls during that same four (4) hour period, will be treated as a single call for pay purposes.

6.03.05 An employee who is required to work more than two (2) hours of overtime immediately following his or her scheduled hours of work without notification of the requirement to work such overtime prior to the end of his or her previously scheduled shift, shall be reimbursed for the cost of one (1) meal to six (\$6.00) except where free meals are provided or where the employee is being compensated for meals on some other basis.

In addition, reasonable time with pay shall be allowed to the employee for the meal break either at or adjacent to his or her work place.

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6.04 OVERTIME - SCHEDULE 6 EMPLOYEES

6.04.01 Where the Employer authorizes an employee to work in excess of 7.25 hours on a regularly scheduled work day, the employee shall receive:

- (a) compensating leave of one-half (.5) hour for each hour worked between 36.25 and 48 hours per work week, in respect of the total hours worked during the week on regularly scheduled work days; and
- (b) compensating leave of one (1) hour for each hour worked in excess of 48 hours per work week, in respect of the total hours worked during the week on regularly scheduled work days.

For employees on a Compressed Work Week arrangement, the entitlement to compensating leave under Article 6.04.01 shall be adjusted to reflect the total compressed work week schedule. For clarity, where a compressed work week rotation is spread over a number of weeks e.g. three weeks, compensating leave will not be triggered until all regular CWW hours during that rotation have been completed.

6.04.02 Where the Employer authorizes an employee to work on his or her day off, the employee shall receive compensating leave of one (1) hour for each hour worked.

6.05 ON-CALL DUTY

6.05.01 "On-Call Duty" means a period of time that is not a regular working period, overtime period, or stand-by period during which an employee is required to respond within a reasonable time to a request for:

- (a) recall to the work place, or
- (b) the performance of other work as required.

6.05.02 It is understood that a return to the work place may not be necessary in all situations.

6.05.03 Should recall to the work place be required, the employee is expected to be able to return to the work place within a reasonable time.

6.05.04 No employee shall be required to be on-call unless such on-call duty was authorized in writing by the supervisor prior to the on-call period, except in circumstances beyond the Employer's control.

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- 6.05.05 Where on-call is not previously authorized in writing, payment as per Article 6.05.07 shall only be made where the supervisor has expressly advised the employee that he or she is on-call.
- 6.05.06 It is understood that there shall be no pyramiding of premium payments and where work is performed as outlined in Articles 6.04.01 (a) or (b), overtime pay shall be substituted for the on-call premium.
- 6.05.07 Where an employee is required to be on-call, he or she shall receive one-dollar (\$1.00) per hour for all hours that he or she is required to be on-call.
- 6.06 STAND-BY TIME
- 6.06.01 Article 6.06 applies to Schedule 3 and 4 employees only.
- 6.06.02 Stand-by is a period of time during which, in accordance with administrative procedures established by the Commissioner or Assistant Deputy Minister (as applicable), an employee is ordered to remain at his or her residence or other specified quarters, (as determined by the person authorizing the stand-by) from which the employee shall be ready to proceed to a work location immediately upon receipt of instructions.
- 6.06.03 This Article shall not eliminate or prohibit the existing co-operative practice under which an employee provides advice to his or her supervisor as to his or her proposed whereabouts while off duty but there shall be no restriction on the free time of an employee that is not in accordance with this Memorandum. It is understood that this practice does not trigger an entitlement to stand-by pay.
- 6.06.04 Where an employee is required to be on stand-by he or she is entitled to be paid at his or her hourly rate of salary for one-third (1/3) of his or her stand-by time, but where such stand-by time is less than the number of hours in the employee's scheduled working day, the employee is entitled to three (3) hours pay at the basic hourly rate.
- 6.06.05 The minimum entitlement of four (4) hours overtime credit pursuant to Article 6.03.03 shall not apply to an employee who was on stand-by when he or she was required to report for work, and a period of work for which overtime is earned at one and one-half (1-1/2) times the basic hourly rate under Article 6.03.03, is not included in any stand-by period.

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ARTICLE 7 - WORK ARRANGEMENTS

- 7.01 JOB SHARING
- 7.01.01 Job sharing can occur where there is agreement between the employees who wish to job share, the Association, and the Employer.
- 7.01.02 It is agreed that job sharing results from two employees sharing a full-time classified position and as such, the position shall continue to be identified as a full-time classified position.
- 7.01.03 Employees in a job sharing arrangement must share the same classification and level.
- 7.01.04 The sharing of the hours of work shall be determined by the parties to the sharing agreement but in no case, shall one employee work less than fourteen (14) hours per week.
- 7.01.05 (a) Employees in a job sharing arrangement shall be accorded their entitlements under Part A of this Memorandum (Full-time Classified Employees). However, where applicable, they shall be pro-rated in accordance with the employee's hours of work.
- (b) Part B and Schedule III of this Memorandum (Regular Part-time Classified Employees) shall be used to provide administrative direction for the applicable pro-rating of the working conditions and benefits, and Article RPT17 (Regular Part-time Pay and Benefits Administration) for the purposes of calculating a basic hourly rate.
- 7.01.06 In the event that one employee in the job sharing arrangement leaves that arrangement on a permanent basis for any reason the remaining employee would first be offered the opportunity to assume the position on a full-time basis.
- 7.01.07 If the remaining employee declines the full-time opportunity, the position may be posted and advertised as a job sharing vacancy, subject to the provisions of this Memorandum.
- 7.01.08 Failing successful filling of the job sharing position, the remaining employee will be required to revert to full-time. The employee will be given one month's advance notice of the date upon which he or she will be required to resume the full-time position.
- 7.01.09 The Employer undertakes to notify the President of the Association of all job-sharing arrangements.

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7.02 JOB TRADING

7.02.01 Classified employees who hold full-time or regular part-time positions are eligible to trade jobs, except for those employees who are on notice of layoff pursuant to Article 29 (Surplus Entitlements) of this Memorandum.

7.02.02 An employee can only trade jobs with an employee in the same category (i.e., a full-time employee can only trade jobs with another full-time employee; a regular part-time employee can only trade jobs with another regular part-time employee).

7.02.03 An employee who wishes to trade jobs with another employee must register with the Human Resources Branch or Bureau (as appropriate) and complete the required documentation, which includes the employee portfolio. The employee must also indicate the specific location or locations to which he or she is willing to relocate.

7.02.04 An employee may only trade jobs:

- (a) with another employee who holds a position in the same classification; and
- (b) provided he or she is qualified to perform the normal requirements of the position without training.

7.02.05 Notwithstanding seniority, an employee will be considered for job trading prior to other employees registered for job trading if his or her spouse is also employed in the Ontario Public Service and has relocated to continue such employment at a different headquarters location.

7.02.06 If an employee has registered for job trading and he or she has also offered to be declared surplus pursuant to Article 30 (Voluntary Exit Option) of this Memorandum, his or her rights under that Article will be exercised before any rights under this job trading agreement.

7.02.07 Relocation expenses incurred by employees who trade jobs will not be reimbursed by the Employer.

7.02.08 In the event more than one (1) employee meets the criteria to trade jobs with another employee, the Employer will choose the best qualified employee for the job to be traded. Where the qualifications and skills of two (2) or more employees are relatively equal, seniority will be the deciding factor, subject to Article 7.02.04 above.

7.02.09 Employees cannot trade jobs unless both of their managers approve of

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the trade.

- 7.02.10 Job trading **is** voluntary. Provided an employee has not been matched with another employee's job, he or she may withdraw at any time.
- 7.02.11 **A** job trade is not final until all four **(4)** parties to the trade have confirmed their agreement, in writing, i.e., the trading employees and their managers.
- 7.02.12 Should the employment situation or relocation decision of either employee change after sign-off, the job trade agreement remains binding. For example, if an employee receives surplus notice after a job trade is completed, then he or she will be subject to the appropriate procedures for redeployment.

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ARTICLE 8 – SHIFT PREMIUM

- 8.01 An employee shall receive a shift premium of seventy-eight cents (\$0.78) per hour for all hours worked between 5:00pm and 7:00am. Where more than fifty percent (50%) of the hours worked fall within this period, the premium shall be paid for all hours worked.
- 8.02 Shift premium shall be paid only to employees working on a rotating shift or fixed off-shift basis and shall not apply to regular day workers who are required to work overtime.
- 8.03 Notwithstanding Article 8.02 above, shift premium shall not be paid to an employee who, for mutually agreed upon reasons, works a shift for which the employee would otherwise be entitled to a shift premium.
- 8.04 Shift premium shall not be considered as part of an employee's basic hourly rate.

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ARTICLE 9 -- TIME CREDITS WHILE TRAVELLING

- 9.01 Employees shall be credited with all time spent in transit outside of working hours when authorized by the Ministry.
- 9.02 Travel time will be credited as the hours spent traveling directly from the employee's home or place of employment, and be measured from the time of departure until the employee reaches his or her destination, and from the assigned time of departure from the destination until he or she reaches his or her home or place of employment.
- 9.03 If the means of travel includes sleeping accommodation for the employee, the hours between eleven (11:00) p.m. and the regular starting time of the employee shall not be credited.
- 9.04 When an employee is required to travel on his or her regular day off or a holiday listed in Article 18 (Holidays), he or she shall be credited with a minimum of four (4) hours.
- 9.05 **All** traveling time shall be credited to the employee's CTB at the employee's basic hourly rate.

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ARTICLE 10 – NON-PYRAMIDING

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

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ARTICLE 11 – COMPENSATING TIME BANK (CTB)

11.00 SCHEDULE 3 AND 4 EMPLOYEES

11.01 All overtime hours earned in Article 6 (Overtime), Article 9 (Time Credits While Travelling), and Article 18 (Holidays) will be credited to the employee's CTB.

11.02 The granting of compensating leave, chargeable to the employee's CTB, shall be at the discretion of the Detachment Commander, Section Manager or Director of the Ontario Police College (as applicable).

11.03 An employee may, at the employee's option, request a lump sum payment at the rate it was earned of all or a portion of any accumulated CTB hours on a monthly basis.

11.04 Accumulated hours remaining in an employee's CTB at December 31st of each year shall be paid out on a lump sum basis at the rate it was earned. The Employer shall pay out all accumulated hours no later than the first pay date of February of the following calendar year.

SCHEDULE 6 EMPLOYEES

11.05 Where an employee accumulates compensating leave, such leave shall be taken at a time mutually agreed upon. The Employer will not unreasonably withhold such agreement.

11.06 The employee and manager shall endeavor to agree on the scheduling of such compensating leave in an effort to utilize the compensating leave by December 31st of each year, and neither the Employer nor employee will unreasonably withhold agreement. Failing agreement, the Employer shall reasonably determine the time of the compensating leave.

11.07 Compensating leave accumulated in a calendar year which is not used before December 31st shall be paid, on a lump sum basis, at the rate it was earned. An employee may be paid, on a lump sum basis, for compensating leave prior to December 31st, where the employee and his or her manager so agree. On termination of employment, or on an employee assuming a permanent position outside the bargaining unit, an employee who has not used all of his or her compensating leave earned under this Article shall be paid, on a lump sum basis, for all remaining compensating leave hours.

11.08 It is understood that Article 11.07 (Compensating Time Bank) does not

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apply to employees who earn a compensating day under Article 18.02.01 (Holidays).

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ARTICLE 12 - SHORT TERM SICKNESS PLAN

ENTITLEMENT

- 12.01 (a) An employee who is unable to attend to duties due to sickness or injury is entitled to leave-of-absence with pay as follows:
- (i) with regular salary for the first six (6) working days of absence in each calendar year
 - (ii) with seventy-five percent (75%) of regular salary for an additional one hundred and twenty-four (124) working days of absence in each calendar year.
- (b) An employee on a Compressed Work Week arrangement shall be entitled to full pay for:
- (i) the first forty-three and one-half (43 ½) or forty-eight (**48**) hours (as applicable) of absence due to sickness or injury and
 - (ii) seventy-five percent (75%) for the next 899 or 992 hours (as applicable). The employee may exercise his or her option under Article 12.08 by deducting one-quarter (1/4) of an accumulated credit for each seven and one quarter (7%) or eight (8) hours (as applicable) of absence.
- 12.02 An employee is not entitled to leave-of-absence with pay under Section 12.01 of this Article until after completion of twenty (20) consecutive days of full-time work.
- 12.03 An employee who is on leave-of-absence with pay under this Article that commences in one calendar year and continues into the next calendar year is not entitled to leave-of-absence with pay under Section 12.01 of this Article for more than one hundred and thirty (130) working days in the two (2) calendar years until the employee has completed twenty (20) consecutive working days of full-time work in the second calendar year
- 12.04 An employee who has used leave-of-absence with pay for one hundred and thirty (130) working days in a calendar year must subsequently complete twenty (20) consecutive working days of full-time work before the employee is entitled to further leave under Section 12.01 of this Article in the next calendar year.
- 12.05 An employee returning to work from the Long-Term Income Protection Plan must complete twenty (20) consecutive working days of full-time

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work to qualify for benefits under the Short-Term Sickness Plan.

- 12.06 For the purposes of this Article, twenty (20) consecutive working days of employment shall not include vacation leave-of-absence or any leave-of-absence without pay, but days worked before and after such leave shall be considered consecutive. Notwithstanding the above, where an employee is unable to work due to sickness or injury, the days worked before and after such absence shall not be considered consecutive.
- 12.07 The pay of an employee under this Article is subject to deductions for insurance coverage and pension contributions and other deductions that would normally be made, as though the employee was receiving regular salary.

USE OF ACCUMULATED CREDITS

- 12.08 An employee who is on leave-of-absence with pay under Section 12.01(a)(ii) or 12.01(b)(ii) of this Article may, at the employee's option, have one quarter (1/4) of a day deducted from accumulated credits (attendance, vacation, or CTB) for each day of leave to which Section 12.01(a)(ii) or 12.01(b)(ii) applies and receive regular salary for each such day.
- 12.09 An employee who is absent from employment due to sickness or injury beyond the total number of days leave-of-absence with pay provided for in Section 12.01 of this Article shall have his/her accumulated attendance credits reduced by a number of days equal to the number of days of such absence and is entitled to leave-of absence with pay for each such day.
- 12.10 Article 12.01 does not apply to an employee who qualifies for and elects to receive benefits under the Long Term Income Protection Plan.

MEDICAL EXAMINATIONS

- 12.11 (a) If an employee is absent for five consecutive working days due to sickness, no leave with pay shall be allowed unless a certificate of a legally qualified medical practitioner is forwarded to the Commissioner or Assistant Deputy Minister (as applicable), certifying that the employee is unable to attend to official duties.
- (b) Notwithstanding the provisions of Section 12.11(a), the Commissioner or the Assistant Deputy Minister (as applicable) may require an employee to submit the certificate required by Section 12.11(a) for a period of

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absence of less than five (5) working days. The cost of the certificate requested shall be borne by the Employer.

- (c) Where, for reasons of health, an employee is frequently absent or unable to perform his or her duties, the Commissioner or the Assistant Deputy Minister (as applicable) may, at the expense of the Employer, require him or her to submit to a medical examination and to release the resulting medical report to the Employer

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

IMPLEMENTATION OF THE SHORT-TERM SICKNESS PLAN

- 12.13 An employee shall retain any attendance credits earned and unused prior to April 1, 1978, for use as specified under Article 12.08, or where the employee is eligible, under Article 31 (Termination Payment) upon termination.

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ARTICLE 13 – LEAVES OF ABSENCE

13.01 LEAVE WITHOUT PAY

13.01 An employee may request a leave of absence without pay and without accumulation of credits. A Deputy Minister shall not unreasonably deny such requests.

13.02 BEREAVEMENT LEAVE

13.02.01 An employee shall be allowed up to three (3) days' leave of absence with pay in the event of the death of his or her spouse, same sex-spouse, mother, father, mother-in-law, father-in-law, son, daughter, stepson, step-daughter, brother, sister, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparent, grandchild, ward or guardian.

13.02.02 An employee who would otherwise have been at work shall be allowed one (1) day leave of absence with pay in the event of the death and to attend the funeral of his or her aunt, uncle, niece or nephew.

13.02.03 In addition to the foregoing, an employee shall be allowed up to two (2) days' leave of absence without pay to attend the funeral of a relative listed in Articles 13.02.01 and 13.02.02 if the location of the funeral is greater than eight hundred kilometers (800 km) from the employee's residence.

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

13.03 JURY AND WITNESS LEAVE

13.03 Where an employee is absent by reason of a summons to serve as a juror or subpoena to serve as a witness, the employee shall treat the absence as leave with pay and pay to the Employer any fee that was received as a juror or witness.

13.04 MILITARY SERVICE LEAVE

13.04 The Commissioner or Assistant Deputy Minister (as applicable) may grant a leave-of-absence for no more than one (1) week with pay and no more than one (1) week without pay in a fiscal year to an employee for the purpose of taking Canadian Forces Reserve training.

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13.05 PREGNANCY LEAVE

13.05.01 The Commissioner or Assistant Deputy Minister (as applicable) shall grant leave of absence without pay to a pregnant employee who has served at least thirteen (13) weeks including service as a Crown employee, as an employee of a Police force which is amalgamated with the OPP or as a First Nations Police Constable immediately prior to her appointment to the civil service. The leave of absence shall be in accordance with the provisions of the ***Employment Standards Act 2000***.

13.05.02 Notwithstanding Article 12 (Short Term Sickness Plan), Article 17 (Vacations and Vacation Credits) and Article 31 (Termination Payment), vacation credits, seniority and service continue to accrue during the pregnancy leave.

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

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

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

and

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

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- 13.05.05 Where an employee assigned to a vacancy in accordance with Article 16 (Health and Safety and Video Display Terminals) is eligible to receive an allowance under this Article, and the salary rate she was receiving on the last day worked prior to the pregnancy leave is less than the salary rate she was receiving on the last day worked prior to the assignment, the allowance shall be based on the actual weekly rate of pay for her classification which she was receiving on the last day worked prior to the assignment.
- 13.05.06 An employee on pregnancy leave shall have her benefits plan coverage continued unless the employee elects in writing not to do so. In the absence of such election in writing, the Employer and employee shall continue to pay the Employer and employee benefit plan contributions respectively.
- 13.05.07 An employee on pregnancy leave is entitled, upon application in writing at least *two (2)* weeks prior to the expiry of the leave, to a leave of absence without pay but with accumulation of credits for not more than thirty-five (35) weeks in accordance with the provisions of parental leave granted under Article 13.06 (Parental Leave).
- 13.05.08 A female employee returning from a leave of absence under this Article to the ministry in which she was employed immediately prior to such leave shall be assigned to the position she most recently held if it still exists, or to a comparable position if it does not, and continue to be paid at the step in the salary range that she would have attained had she worked during the leave of absence.
- 13.05.09 An employee who has been assigned in accordance with Article 16 (Health and Safety and Video Display Terminals) and who returns to her former ministry from a leave of absence under this Article, shall be assigned to the position she most recently held prior to the assignment under Article 16.07 (Health and Safety and Video Display Terminals), if it still exists, or to a comparable position, if it does not, and continue to be paid at the step in the salary range that she would have attained had she worked during the leave of absence.
- 13.05.10 In accordance with Articles 13.05.04(a) and 13.05.04(b) and 13.05.05, the Supplementary Employment Benefit shall be based on the salary the employee was receiving on the last day worked prior to the commencement of the pregnancy leave, including any retroactive salary adjustment to which she may become entitled during the leave.
- 13.05.11 The pregnancy leave of a person who is not entitled to take parental leave ends on the later of the day that is seventeen (17) weeks after the

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pregnancy leave began or the day that is six (6) weeks after the birth, still birth or miscarriage of the child unless the employee chooses to end the leave earlier and submits a certificate from a legally qualified medical practitioner.

13.05.12 Employees shall have no vested right to payments under the Supplementary Employment Benefit Plan with the exception of payments made during a period of unemployment as specified in this Article.

13.05.13 Payments in respect of guaranteed annual remuneration, deferred remuneration, or severance pay shall not be reduced or increased by payments received under the Supplementary Employment Benefit Plan

13.06 PARENTAL LEAVE

13.06.01 The Commissioner or Assistant Deputy Minister (as applicable) shall grant a parental leave of absence without pay to an employee who has served at least thirteen (13) weeks, including service **as** a Crown employee immediately prior to his or her appointment to the civil service. The leave of absence shall be in accordance with the provisions of the ***Employment Standards Act 2000***.

13.06.02 Notwithstanding Article 12 (Short Term Sickness Plan), Article 17 (Vacations and Vacation Credits) and Article 31 (Termination Payment), vacation credits, seniority and service continue to accrue during the parental leave.

13.06.03 Parental leave may begin,

- (a) no earlier than the day the child is born or comes into the custody, care and control of the parent for the first time; and
- (b) no later than fifty two (52) weeks after the day the child is born or comes into the custody, care and control of the parent for the first time;

13.06.04 The parental leave of an employee who takes pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care and control of a parent for the first time.

13.06.05 Parental leave shall end thirty five (35) weeks after it begins for an employee who takes pregnancy leave and thirty seven (37) weeks after it begins for an employee who did not take pregnancy leave, or on an earlier date if the person gives the Employer at least four (4) weeks' written notice of that day.

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- 13.06.06 An employee on parental leave shall have their benefits coverage continued unless the employee elects in writing not to do so. In the absence of such election in writing, the Employer and employee shall continue to pay the Employer and employee benefit plan contributions respectively.
- 13.06.07 Except for an employee to whom Article 13.05 (Pregnancy Leave) applies, an employee on parental leave is entitled, upon application in writing at least two (2) weeks prior to the expiry of the leave, to a further consecutive leave of absence without pay but with accumulation of credits for not more than six (6) weeks.
- 13.06.08 An employee who is entitled to parental leave and who provides the Employer with proof that he or she is in receipt of employment insurance benefits pursuant to the *Employment Insurance Act* (Canada) shall be paid an allowance in accordance with the Supplementary Employment Benefit Plan.
- 13.06.09 In respect of the period of parental leave, payments made according to the Supplementary Employment Benefit Plan will consist of the following:
- (a) where the employee elects to serve the two week waiting period under the *Employment Insurance Act* Canada before receiving benefits under that Act, for the first two (2) weeks, payments equivalent to ninety-three percent (93%) of the actual weekly rate of pay for his or her classification, which he or she was receiving on the last day worked prior to the commencement of the leave,
 - (b) up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the sum of the weekly Employment Insurance benefits the employee is eligible to receive and any other earnings received by the employee, and ninety-three percent (93%) of the actual weekly rate of pay for his or her classification, which he or she was receiving on the last day worked prior to the commencement of the leave.
- 13.06.10 Under Article 13.06.09, the weekly rate of pay will include the employee's progression on the wage grid and any negotiated or amended wage rates for his or her classification as they are implemented.
- 13.06.11 An employee returning from a leave of absence under Articles 13.06.01 or 13.06.07 (Parental Leave) to the ministry in which he or she was employed immediately prior to such leave, shall be assigned to the

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position he or she most recently held, if it still exists, or to a comparable position, if it does not, and continue to be paid at the step in the salary range that he or she would have attained had he or she worked during the leave of absence.

13.06.12 In accordance with Article 13.06.09 the Supplementary Employment Benefit shall be based on the salary the employee was receiving on the last day worked prior to the commencement of the leave, including any retroactive salary adjustment to which he or she may have been entitled during the leave.

13.07 SPECIAL/COMPASSIONATE LEAVE

13.07.01 The Commissioner or Assistant Deputy Minister (as applicable) may grant leave-of-absence with pay to an employee, for not more than three (3) days in any calendar year, upon any special or compassionate ground. Such leave shall not be dependent upon nor charged against accumulated credits of the employee.

13.07.02 Leave-of-absence with pay may be granted for special or compassionate purposes to an employee for a period of

- (a) up to six (6) months with the approval of the Commissioner or Assistant Deputy Minister (as applicable),
- (b) over six (6) months with the approval of the Lieutenant Governor in Council.

13.07.03 No employee shall be absent from duty on a leave-of-absence provided for in Articles 13.07.02(a) and 13.07.02(b) unless the employee previously obtained the authorization required by this Article.

13.07.04 An application for leave-of-absence under Articles 13.07.01 and 13.07.02 shall be in writing and shall set out the reason for the leave-of-absence.

13.07.05 Special/Compassionate leave will not be pro-rated for an employee in a Compressed Work Week arrangement.

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- 13.08 SELF-FUNDED LEAVE
- 13.08.01 An employee may apply to the Commissioner or Assistant Deputy Minister (as applicable) to participate in the self-funded leave plan as permitted under the Income Tax Act (Canada) in order to defer pre-tax salary dollars to fund a leave of absence. The deferral period must be at least one (1) year and not more than four (4) years.
- 13.08.02 The funds being deferred will be held in a trust account with the financial institution the Employer selects, with interest being paid annually. The funds will be paid out to the employee on a monthly or lump sum basis during the leave of absence.
- 13.08.03 During the leave the employee's insured benefits will be continued where the employee continues to pay for his or her portion.
- 13.08.04 On return from the leave, an employee shall return to the position held immediately prior to going on leave and shall be paid at the step in the salary range that he or she had attained when the leave commenced. If the position no longer exists the employee shall be assigned to a position at the same class and level.

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ARTICLE 14 – LEAVE OF ABSENCE FOR ASSOCIATION BUSINESS

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

- (a) Twenty (20) delegates from the Province for purpose of attending the Association's two (2) Executive Board Meetings each year, a one (1) day meeting in the Spring and a two (2) day meeting in the Fall.
- (b) One (1) member of the Association's Board of Directors to attend meetings for the purpose of conducting business of the Association, to an aggregate of twenty (20) days in any calendar year. For any leave under this Article in excess of twenty (20) days, the Association shall reimburse the Province of Ontario for the salary of the member concerned.
- (c) One (1) member of the Association's Board of Directors who is a member of the Ontario Provincial Police Negotiating Committee to attend meetings of the Committee as required.
- (d) Such leave shall be granted upon written application from the member to the Regional or Bureau Commander or Director of the Ontario Police College (as applicable). Such applications shall describe the type of meeting for which the leave-of-absence is requested. The Association will provide a monthly report to the Employer of days utilized under this provision.

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

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ARTICLE 15 – WORKPLACE SAFETY AND INSURANCE

- 15.01 Where an employee is absent by reason of an injury or an occupational disease for which a claim is made under the ***Workplace Safety and Insurance Act***, his or her salary shall continue to be paid for a period not exceeding thirty (30) days. If an award is not made, any payments made under the foregoing provisions in excess of that to which the employee is entitled under Articles 12.01 and 12.08 (Short Term Sickness Plan) shall be an amount owing by the employee to the Employer.
- 15.02 Where an employee is absent by reason of an injury or an occupational disease for which an award is made under the ***Workplace Safety and Insurance Act***, his or her salary shall continue to be paid for a period not exceeding three (3) consecutive months or a total of sixty-five (65) working days where such absences are intermittent, following the date of the first absence because of the injury or occupational disease, and any absence in respect of the injury or occupational disease shall not be charged against the employee's credits.
- 15.03 Where an award is made to an employee under the ***Workplace Safety and Insurance Act*** that is less than the employee's regular salary and the award applies for longer than the period set out in Article 15.02 and the employee has accumulated credits, the employee's regular salary may be paid and the difference between the employee's regular salary paid after the period set out in Article 15.02 and the award shall be converted to its equivalent time and deducted from the employee's accumulated credits.
- 15.04 Where an employee receives an award under the ***Workplace Safety and Insurance Act***, the Employer will continue to pay the premiums otherwise payable by the Employer for Basic Life, Long Term Income Protection, Supplementary Health and Hospital and the Dental Plans for the period during which the employee is receiving the award.
- 15.05 Where an employee is absent by reason of an injury or an occupational disease for which an award is made under the ***Workplace Safety and Insurance Act***, the employee shall not be entitled to a leave of absence with pay under Article 12 (Short Term Sickness Plan) as an option following the expiry of the application of Article 15.02

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ARTICLE 16 – HEALTH AND SAFETY AND VIDEO DISPLAY TERMINALS

- 16.01 The Employer shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. It is agreed that both the Employer and the Association shall co-operate to the fullest extent possible in the prevention of accidents and in the reasonable promotion of safety and health of all employees.
- 16.02 The Employer shall provide safety equipment and protective clothing where it requires that such shall be worn by its employees.
- 16.03 The purchase of safety shoes or boots for on-the-job protection of the purchaser shall be subsidized as per the applicable practice in the ministry.

VIDEO DISPLAY TERMINALS (VDT)

- 16.04 After each hour of continuous use of a VDT, a VDT user shall be relieved of such duties for a period of ten (10) minutes.
- 16.05 At the beginning of assignment to a VDT and annually thereafter, a VDT operator who is regularly required to operate a VDT for two (2) hours or more per day shall be required to undergo an eye examination by an optometrist or an ophthalmologist who is qualified to conduct the following tests:
- (a) unaided visual acuity (letter chart test)
 - (b) refractive findings
 - (c) corrected visual acuity
 - (d) amplitude accommodation
 - (e) suppression
 - (f) muscle balance (near, one metre, distant)
 - (g) slit lamp biomicroscopy.

The cost of the eye examination, not to exceed the OHIP fee schedule for such examinations, shall be borne by the Employer, and the VDT user shall authorize release of a copy of the examination report to the Employer.

- 16.06 A pregnant employee may request relief from VDT duties for the remainder of her pregnancy by forwarding a written request to the Employer together with a certificate from a legally qualified medical practitioner certifying that she is pregnant.
- 16.07 Upon receipt of the written request specified in Article 16.06, the Employer

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shall, where practical, accommodate the pregnant employee within her home position. Where not practical the Employer will assign the employee to a ministry vacancy in the civilian bargaining unit, provided that she is able and qualified to perform the required duties and the salary maximum of the vacancy is not greater than the salary maximum of the classification of her position. Where more than one such vacancy is available, the Employer shall assign the employee to the vacancy with the highest salary maximum.

- 16.08 Where an employee is assigned to a vacancy in accordance with 16.07, the provisions of Articles 40 (Posting and Filling of Vacancies or New Positions) and RPT3 (Posting and Filling of RPT Vacancies or New Positions) shall have no application.
- 16.09 Where an employee is assigned, under Article 16.07, to a position in a classification with a lower salary maximum than the salary maximum of the classification of the position from which she was assigned, she shall be paid at the rate within the salary range of the classification of the position to which she has been assigned under Article 16.07, which is closest to but not more than the rate she was receiving immediately prior to the assignment.
- 16.10 Where it is not possible to assign an employee in accordance with Article 16.07 the employee shall, upon written request, be granted a leave of absence without pay to cover the period preceding the date on which she would be entitled to commence pregnancy leave of absence in accordance with Article 13.05 (Pregnancy Leave).
- 16.11 An employee who does not accept an assignment made in accordance with Article 16.07 may elect either to continue work in her original position or request leave of absence in accordance with Article 16.10.
- 16.12 VDT workstations shall be equipped with tables or stands for the terminal to permit it to be at a height appropriate to the circumstances of its use and the seating available for the operator. The chair provided shall have a seat which is adjustable in height, a back rest which is adjustable in height, and a foot rest where necessary to accommodate a particular operator. Where appropriate to the nature of the work, paper stands or work stands shall be provided.

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ARTICLE 17 - VACATIONS AND VACATION CREDITS

- 17.01 An employee shall earn vacation credits at the following rates:
- (a) One and one-quarter (1-1/4) days per month during the first eight (8) years of continuous service;
 - (b) One and two-thirds (1-2/3) days per month after eight (8) years of continuous service;
 - (c) Two and one-twelfth (2-1/12) days per month after fifteen (15) years of continuous service;
 - (d) Two and one-half (2-1/2) days per month after twenty-six (26) years of continuous service.
- 17.02 An employee is entitled to vacation credits under Article 17.01 in respect of a month or part thereof in which he or she is at work or on leave with pay.
- 17.03 An employee is not entitled to vacation credits under Article 17.01 in respect of a whole month in which he or she is absent from duty for any reason other than vacation leave of absence or leave of absence with Pay.
- 17.04 An employee shall be credited with his or her vacation for a calendar year at the commencement of each calendar year.
- 17.05 An employee may accumulate vacation to a maximum of twice his or her annual accrual but shall be required to reduce his or her accumulation to a maximum of one (1) year's accrual by December 31 of each year.
- 17.06 Where an employee is unable to reduce the vacation accumulation before the end of the year because of:
- (a) sickness,
 - (b) total disability,
 - (c) an injury resulting in an award under the Workplace Safety and Insurance Act, 1997,
 - (d) an extraordinary requirement of the Employer,
- and the employee's vacation credits in respect of that vacation are forfeited under 17.05, the Commissioner or Deputy Minister shall, at the employee's request, grant a leave of absence with pay to replace the forfeited vacation days.

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

- 17.07 On commencing employment an employee shall be credited with pro rata vacation for the balance of the calendar year, but shall not be permitted to take vacation until he or she has completed six (6) months of continuous service.
- 17.08 An employee with over six (6) months of continuous service may, with the approval of the Commissioner or the Deputy Minister, take vacation to the extent of his or her vacation entitlement and his or her vacation credits shall be reduced by any such vacation taken. For this purpose, an employee may include any continuous service as an employee in the Public Service of Ontario immediately prior to his or her appointment to the civil service.
- 17.09 In the year an employee completes twenty-five (25) years of continuous service, there shall be added, on that occasion only, five (5) days of vacation to his or her accumulated vacation entitlement.
- 17.10 In the year an employee completes twenty-five (25) years of continuous service on or before the last day of the month in which he or she attains sixty four (64) years of age is entitled to receive five (5) days of pre-retirement leave with pay in the year ending with the end of the month in which he or she attains the age of sixty-five (65) years.
- 17.11 Where an employee leaves the service prior to the completion of six (6) months service as computed in accordance with Article 17.01 (Vacation and Vacation Credits), he or she is entitled to vacation pay at the rate of four percent (4%) of the salary paid during the period of his or her employment.
- 17.12 An employee who has completed six (6) or more months of continuous service shall be paid for any earned and unused vacation standing to his or her credit at the date he or she ceases to be an employee, or at the date he or she qualifies for payments under the Long Term Income Protection plan as defined under Schedule II and any salary paid for unearned vacation used up to that time shall be recovered by the Employer from any monies owing to that employee.
- 17.13 An employee who has completed his or her probationary period shall, upon giving at least two (2) months' written notice receive, before commencing vacation, an advance against the pay cheques that fall due during the vacation period, based upon the following conditions:

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- (a) such an advance shall be provided only where the employee takes at least two (2) consecutive weeks' vacation;
- (b) such an advance shall be in an amount equal to the employee's lowest net regular pay cheque in the two (2) month period immediately preceding commencement of his or her vacation leave, and rounded to the closest ten dollars (\$10) below such net amount;
- (c) where more than two (2) pay cheques are due and payable during the vacation period, in no case will the advance exceed twice the amount set out in (b) above.

Any additional amount due the employee as a result of the application of (b) and (c) above will be paid to the employee in the normal manner.

17.14 For an employee on a Compressed Work Week arrangement, a pro-rated deduction from the employee's vacation credits will be made for each day of approved vacation leave of absence. The pro-rating will be determined by dividing the hours in the employee's Compressed Work Week day by 7.25 hours or 8 hours in a day (as applicable).

A partial day's absence will be pro-rated on the same formula.

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ARTICLE 18 – HOLIDAYS

18.01 SCHEDULE 3 AND 4 EMPLOYEES

18.01.01 An employee shall be entitled to the following paid holidays each year:

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

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

18.01.02 Except as provided in Article 18.01.03 when a holiday specified in Article 18.01.01 falls on a Saturday or Sunday or when any two of them fall on a successive Saturday and Sunday, the regular working day or days next following is a holiday or are holidays, **as** the case may be, in lieu thereof, but when such next following regular working day is also a holiday the next regular working day thereafter is in lieu thereof a holiday.

18.01.03 Those employees whose work schedules are subject to rotating work weeks which include scheduled weekend work on a regular or recurring basis shall have the Canada Day, Remembrance Day, Christmas Day, Boxing Day and New Year's Day holidays designated as July 1st, November 11th, December 25th, December 26th and January 1st, respectively, and Article 18.01.02 shall have no application to these employees in respect of these holidays.

18.01.04 Where an employee works on a holiday included under Article 18.01.01 he or she shall be paid at the rate of two **(2)** times his or her basic hourly rate for all hours worked with a minimum credit of seven and one-quarter ($7\frac{1}{4}$), eight **(8)**, or the number of regularly scheduled hours, as applicable.

18.01.05 In addition to the payment provided by Article 18.01.04, an employee who works on a holiday shall receive either seven and one-quarter (7%) or eight **(8)** hours pay as applicable at his or her basic hourly rate or compensating leave of seven and one-quarter (7%) or eight **(8)** hours **as** applicable, provided the employee opts for compensating leave prior to the holiday.

18.01.06 It is understood that Articles 18.01.04 and 18.01.05 apply to an employee who is authorized to work on the holiday and who actually works on the holiday, and that an employee who, for any reason, does not actually work

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on the holiday shall not be entitled to the payments described herein.

18.01.07 When a holiday included under Article 18.01.01 coincides with an employee's scheduled day off and he or she does not work on that day, the employee shall be entitled to receive another day off.

18.01.08 Hours accumulated under this Article and remaining in the employee's compensating time off bank shall be paid out in the month immediately following the calendar year.

18.01.09 Where an employee on a Compressed Work Week arrangement works on a holiday specified in Article 18.01.01 (Holidays) and opts for compensating leave under Article 18.01.05, he or she may elect, at that time, to receive, in addition to his or her entitlement under Article 18.01.05, further leave equal to the difference between the number of hours in the employee's normal work day and his or her entitlement under Article 18.01.05. Where an employee makes this election, there shall be deducted from the employee's pay for time worked under Article 18.01.04, an amount equal to the number of additional hours of leave granted under this Article.

18.02 SCHEDULE 6 EMPLOYEES

18.02.01 Employees required to work on a holiday included in 18.01.01 (Holidays) shall earn equivalent time off, i.e. one hour for each hour worked, which will be credited to the employee's CTB.

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ARTICLE 19 – ENTITLEMENT ON DEATH

- 19.01 Where an employee who has served more than six (6) months dies, there shall be paid to the deceased employee's personal representative or, if there is no personal representative, to such person as the Employer determines, the sum of:
- (a) any regular salary due;
 - (b) one-twelfth (1/12) of the deceased employee's annual salary; and
 - (c) the deceased employee's salary for the period of vacation, leave-of-absence and overtime credits that have accrued;
 - (d) an amount in respect of attendance credits or severance pay computed in the manner and subject to the conditions set out in Article 31, Termination Payments.
- 19.02
- (a) The surviving spouse or dependents of the deceased employee may be paid up to one thousand five hundred dollars (\$1,500.00) of the above without the prior consent of the Provincial Treasurer.
 - (b) Any indebtedness to the Crown on the part of the deceased member, such as overpaid (advance) salary, and overdrawn attendance credits, must be deducted from the above entitlement before payment is made.
 - (c) All net payments are subject to income tax.
- 19.03 Where an employee is killed in the line of duty, the Employer will reimburse the employee's surviving spouse or dependents of a deceased employee for funeral/burial expenses up to a maximum amount of \$12,000.
- (a) ~~Article 19.03 comes into effect December 31, 1999.~~

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ARTICLE 20 – UNIFORM AND EQUIPMENT

- 20.01 Uniforms will be issued to employees where the Employer determines that such uniforms are necessary in the performance of their duties.
- 20.02 Uniforms or civilian clothing soiled in performing duties under conditions not normally encountered shall be cleaned at the expense of the Employer on authorization by an employee's supervisor.
- 20.03 A tool allowance of one hundred dollars (\$100.00) shall be paid to employees who are in positions classified in the following classes, provided that these employees are required to use their own tool kits and further provided that the employees have been continuously employed for at least one (1) year:
- (a) Air Engineer
 - (b) Mechanic
 - (c) Mechanic Foreman/Woman
 - (d) Maintenance Mechanic

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ARTICLE 21 – PAID DUTY

- 21.01 This Article applies to the classifications of Security Officer 3 and 4 only.
- 21.02 Paid duty may be allowed at the discretion of the Employer on the following basis:
- (a) an employee may make application in writing to the Detachment Commander or Section Manager for permission to perform paid duty, however, in emergent situations verbal approval may be given and confirmed afterwards in writing. Paid duty performed on a continuing basis to meet a specific situation occurring on a regular basis need not be approved in each individual instance, and the Detachment Commander or Section Manager may give a standard (or blanket) approval in such situations.
 - (b) while engaged in authorized paid duty, an employee shall be deemed to be in the service of the Employer.
 - (c) paid duty shall be assigned on a fair and equitable basis at each work location, and each employee shall be given an opportunity to work paid duty. The method of assigning on a fair and equitable basis shall be decided at the local level after consultation with the employees.

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ARTICLE 22 – DEDUCTIONS FROM PAY

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

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ARTICLE 23 – USE OF EMPLOYER FACILITIES

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

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ARTICLE 24 – INFORMATION TO THE ASSOCIATION

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

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ARTICLE 25 – DEDUCTION OF ASSOCIATION DUES

- 25.01 The Employer shall deduct a sum equivalent to Association dues or assessments as authorized from time to time by the Association, from the pay of each employee and transmit the total amount of such deductions to the head office of the Association within a reasonable time after such deductions are made. The Association agrees to indemnify and save harmless the Employer from any liability arising out of the operation of this Article.
- 25.02 Together with each monthly dues payment, the Employer will provide a report to the Association indicating the names of the employees in respect of whom deductions have been made, the employee identification number or social insurance number, ministry, branch, work location description/work location (street address), work city, employment status (active, leave, terminated), jobclass code / abbreviated class title, employee class (unclassified, classified), home position indicator, continuous service date, benefit base salary (annualized payrate used for calculating benefits such as insurance premium) and any such other information as may be agreed. The report will be forwarded in current disk format unless the parties mutually agree to an alternate electronic format.
- 25.03 The Association shall advise the Employer in writing the amount of its dues and assessments. This amount shall continue to be deducted until changed by further written notice by the Association.
- 25.04 Subject to the jurisprudence of the Ontario Labour Relations Board and the Association's duty of fair representation, where an employee because of his or her religious conviction or religious belief objects to the paying of dues or other assessments to the Association, an amount equal to any initiation fee, dues or other assessments will be paid by the employee, or remitted by the Employer, to a charitable organization mutually agreed by the employee and the Association.
- 25.05 If a disagreement occurs between the Association and an employee regarding the application of 25.04, the matter will be referred to the OPP Grievance Board for resolution.
- 25.06 Association dues or assessments, or the equivalent amount, shall be itemized on the annual T-4 slip as annual membership dues for the Association.

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ARTICLE 26 – PERSONNEL FILE

26.01 Once a year, upon written request, the Commissioner or the Assistant Deputy Minister (as applicable) shall grant an employee permission to examine their own personnel file at the location where it is maintained.

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

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

26.02 The Employer agrees to remove from an employee's personnel file the following items provided that as of the date of removal the member's personnel file has been clear of similar documentation/offences for the period of time as specifically noted below:

- (a) All letters of reprimand will be removed two (2) years after the date of the last noted incident;
- (b) **All** records of disciplinary suspension will be removed five (5) years after the date of the last noted incident, provided the suspension does not exceed forty (40) hours.

Any such letter of reprimand or record of disciplinary suspension so removed cannot be used in any subsequent proceedings.

26.03 Notwithstanding 26.02 above, the Commissioner or Assistant Deputy Minister (as applicable) has the discretion to maintain discipline records for a longer or shorter period of time on an exceptional basis.

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ARTICLE 27 – NEW EMPLOYEES

- 27.01 The Employer agrees to provide all new employees entering the bargaining unit with a copy of this Memorandum.
- 27.02 The Employer agrees to place a current copy of this Memorandum in each Detachment Library and the OPP intranet.

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ARTICLE 28 – LAYOFF

28.01 Where employees will be impacted by reorganization, downsizing and/or relocation, the affected employees will be given as much notice as possible of the changes that will be occurring and the probable impact on staff. Such information will be provided no later than two weeks prior to the issuance of the surplus notice.

28.02 Where less than the full complement of positions within an administrative unit or other such work unit are being declared surplus, the employees in the work unit will be offered the opportunity to:

- (a) volunteer their positions for surplus status in accordance with Article 30 (Voluntary Exit Option) and exit the OPS with pay-in-lieu of notice under Article 29 (Surplus Entitlements), and
- (b) to propose work arrangements (such as unpaid leaves, job-sharing, regular part-time)

which may reduce or eliminate the need to issue layoff notices. The employees will have five (5) days from the point the opportunity is offered to either volunteer or propose alternate work arrangements.

If more employees volunteer for surplus status than the number of positions to be reduced, the manager should advise the employees and determine if any employee(s) chooses to withdraw his or her request. If not, management will choose the most senior volunteer (as defined by Article 35 – Seniority), subject to ensuring that organizational requirements are met.

28.03 Where a layoff may occur, the identification of individual(s) to be declared surplus within an administrative unit or other such work unit shall be in accordance with seniority in the position that the Employer has determined is to be reduced or eliminated.

28.04 The surplus notice provided to the employee must include the following information:

- (a) The date when the notice period begins;
- (b) The length of the notice period;
- (c) The layoff date;
- (d) Authority for the release (**Public Service Act, s. 22(4)**); and
- (e) The employee's specific exit, OPS pension or redeployment options.

Within five (5) working days of receiving the surplus notice, the employee

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must advise his or her manager, in writing, of which one of the entitlements under 28.04(e) he or she will select.

If no option is chosen, the surplus employee will be deemed to have selected Redeployment.

28.05 Where the surplus employee opts for (or is deemed to have chosen) redeployment, he or she may be considered for direct assignment to permanent OPPA civilian bargaining unit vacancies during the notice period provided:

- (a) He or she is qualified to perform the work at the entry level without training; for specialized positions, however, the employee must be fully qualified to perform the work;
- (b) The vacancy has a maximum salary of not more than 5 percent above or 15 percent (or as modified by the employee) below:
 - (i) the maximum salary of the employee's surplus position, OR
 - (ii) the maximum salary of the employee's current temporary assignment, if the employee has been performing work other than his or her surplus position for at least two (2) years and when the maximum salary of the current temporary assignment exceeds the maximum of the employee's surplus position; and
- (c) The vacancy is within 40 kilometers of the employee's headquarters unless a broader area-of-search has been specified by the employee.

28.06 Surplus employees may lower the matching limit below 15 percent, by 5 percent increments, with no lower limit. Where different geographic parameters are chosen, relocation expenses will not be paid as a result of a direct assignment.

28.07 Where a surplus employee notifies the Human Resources Branch or Human Resources Bureau in writing of modified salary and/or geographic parameters for matching purposes, the changes will be implemented within five (5) days of receipt of the notice from the employee.

28.08 If an employee is assigned permanently to a vacancy or position with a lower maximum salary than his or her surplus position, the employee's higher salary will be protected for the balance of the original six-month

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notice period. Thereafter, the employee will be placed into the salary range of the position to which he or she was assigned at the rate that is closest to, but not greater than, his or her previous position. In no case, however, shall his or her salary exceed the maximum of the position to which he or she was assigned.

28.09 Where the employee whose salary has been changed pursuant to Article 28.08 identifies a posted vacancy in the bargaining unit at the classification level from which they were **surplussed**, the employee may be placed into the position provided:

- (a) The vacancy arises within two (2) years of the date the employee received his or her surplus notice;
- (b) The employee identifies the vacancy prior to the vacancy's closing date;
- (c) The employee is fully qualified for the position without training; and
- (d) No relocation expenses will be paid.

Placements into vacancies under other parts of this Memorandum, shall have precedence over placements under Article 28.09.

28.10 When a surplus employee refuses:

- (a) To attend an interview for a direct assignment to a permanent vacancy, or
- (b) A job offer to permanent positions within chosen salary and geographic parameters,

he or she will waive any further surplus entitlements except legislated severance payments under Article 31 (Termination Payment).

28.11 A surplus employee who has not been redeployed by the end of his or her notice period will be laid off with the following entitlements:

- (a) Termination payments under Article 31 (Termination Payment);
- (b) An enhanced severance payment as provided under Article 29.02 (Surplus Entitlements); and
- (c) The right to apply to restricted competitions for a period of 24 months from their date of layoff, provided the employee

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falls within the posted area-of-search parameters.

RECALL

28.12 A laid off employee, for 24 months after release, is eligible to be directly assigned to permanent vacancies in the OPPA Civilian bargaining unit, secondary to surplus employees, provided:

- (a) He or she possesses the qualifications to perform the work at the entry level; for specialized positions, however, he or she must be fully qualified to do the duties of the job; and
- (b) The vacancy is within chosen geographic and salary parameters.

28.13 A laid off employee, for 24 months after release:

- (a) Must receive notification from the Ministry of all cleared vacancies that will not appear in OPS-wide posting systems;
- (b) Is eligible to apply to all restricted competitions in the OPS provided he or she is within the posted area-of-search;
- (c) Is not entitled to salary protection or relocation expenses upon direct assignment; and
- (d) Waives all further redeployment entitlements upon refusing a direct assignment interview or direct assignment offer.

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ARTICLE 29 – SURPLUS ENTITLEMENTS

- 29.01 An employee identified as surplus shall receive six (6) months' written notice of layoff. Copies of all such notices shall be provided to the Association. An employee who receives a written notice of layoff may resign and, subject to management approval, receive equivalent pay in lieu of notice. Such employee shall also receive Termination Pay (Severance Pay) in accordance with Article 31.
- 29.02 In addition to the severance entitlements set out in Article 29.01, an additional one (1) week of salary for every completed year of continuous service, with no maximum, shall be paid as enhanced severance to employees declared surplus who are laid off or who take pay-in-lieu of notice.
- 29.03 Where an employee accepts pay in lieu of notice pursuant to Article 29.01 and Article 29.02, any further entitlements are forfeited. The employee will be eligible to apply to restricted competitions from the last day of work until twenty-four (24) months from the originally projected date of layoff.
- 29.04 Where an employee accepts pay in lieu of notice and is subsequently re-appointed to a position in the Ontario Public Service prior to the originally projected layoff date, the employee will repay to the ministry a sum of money equal to the amount paid for the period between the date of re-appointment and the original projected layoff date. In addition, the employee will repay to the ministry all monies received for enhanced severance. For clarity, the employee will not be required to pay any tuition fees already received under this Article. The employee's continuous service, for all purposes except Article 31 (Termination Payment), shall be deemed to include both service up to the last day of active work and the accumulation of service after the date of reappointment. The new service date for purposes of Article 31 (Termination Payment) shall be the date on which the employee recommences work. The employee's continuous service date for all purposes except Article 31 (Termination Payment), shall be deemed to include both service up to the last day of active work and the accumulation of service after the date of re-appointment. The new service date for purposes of Article 31 (Termination Payment) shall be the date on which the employee recommences work.
- 29.05 Where an employee who accepts pay in lieu of notice is re-appointed to a position in the Ontario Public Service after the originally projected layoff date, and prior to the expiration of a further twenty-four (24) months, the employee will repay to the ministry all monies received as enhanced severance pay. For clarity, the employee will not be required to pay any tuition fees already received under this Article.

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- 29.06 Where repayment to the Ministry is required, any re-appointment to the Ontario Public Service is contingent upon such repayment being made in full not later than the date upon which the employee is re-employed. Where such repayment is not made in accordance with this provision, then any subsequent re-appointment shall be rendered null and void without penalty to the Employer. The termination of employment as a result of this Article shall not be grievable. The onus shall be upon the employee to identify to the hiring manager at the time an offer of employment is being made that they are subject to the repayment obligations.
- 29.07 Where an employee resigns and his or her resignation takes effect within one (1) month after receiving surplus notice, he or she shall be eligible for reimbursement of tuition fees up to a maximum of three thousand dollars (\$3,000). Reimbursement for tuition fees will be made upon production of receipts from an approved educational program within twelve (12) months of resignation.
- 29.08 Where an employee resigns later than one (1) month after receiving surplus notice, he or she shall be eligible for reimbursement of tuition fees up to a maximum of one thousand two hundred and fifteen dollars (\$1,250). Reimbursement for tuition fees will be made upon production of receipts from an approved educational program within twelve (12) months of resignation.

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ARTICLE 30 – VOLUNTARY EXIT OPTION

- 30.01 An employee who has not received notice of layoff may offer to be declared surplus and give up his or her job for possible redeployment of an employee who has received notice of layoff within the previous two (2) week period, and whose position is in the same classification. No relocation expenses will be paid.
- 30.02 An employee shall advise the Human Resources Branch or Human Resources Bureau (as applicable), in writing, of his or her desire to make an offer referred to in Article 30.01.
- 30.03 The position of an employee making an offer under Article 30.01 will be considered to be a vacancy for redeployment of a surplus employee, provided the Employer determines the position will continue to be filled.
- 30.04 A non-surplus employee's offer to be declared surplus will not be acted upon by the Employer until such time as a surplus employee is assigned to his or her position.
- 30.05 For the purposes of this Article, a surplus employee will be assigned to the non-surplus employee's position only if he or she is able to perform the normal requirements of the position without training.
- 30.06 Employees who qualify for an actuarially unreduced pension or who could qualify shall not be eligible to utilize this provision.
- 30.07 Notwithstanding anything in any other provision of this Article, the rights specified in Article 30.03 shall be exercised before any redeployment rights.

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ARTICLE 31 – TERMINATION PAYMENT

31.01 An employee who was appointed to the classified service before the 1st day of January, 1970, and who ceases to be an employee, is entitled to be paid an amount in respect of the employee's accumulated attendance credits for continuous service up to and including March 31, 1978, in an amount computed by multiplying one-half (1/2) of the number of days of the employee's accumulated attendance credits remaining at the date the employee ceases to be an employee by the employee's annual salary at the date the employee ceases to be an employee and dividing the product by two hundred and sixty-one (261). For the period from April 1, 1978, the benefits described under Article 31.04 shall apply.

31.02 Notwithstanding Article 31.01, an employee who was appointed to the classified service on or after the 1st day of October, 1965, and before the 1st day of January, 1970, who ceases to be an employee because of,

- (a) death,
- (b) retirement pursuant to,
 - (i) Section 17 of the *Public Service Act*, or
 - (ii) total and permanent disability that entitles him or her to a pension or payment under the Public Service Pension Plan, or
- (c) release from employment under Section 22(4) of the *Public Service Act*,

is entitled to receive, for continuous service up to and including March 31, 1978:

- (d) severance pay equal to one-half (1/2) week of salary for each year of continuous service before the 1st day of January, 1970, and one week of salary for each year of continuous service from and including the 1st day of January, 1970; or
- (e) the amount in respect of the employee's accumulated attendance credits computed in accordance with Article 31.01,

whichever is the greater, but the employee is not entitled to receive both of those benefits.

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For the period from April 1, 1978, benefits described under Article 31.04 shall apply.

31.03

An employee who is appointed to the classified service on or after the 1st day of January, 1970, is entitled to severance pay for each year of continuous service up to and including March 31, 1978,

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

(i) death,

(ii) retirement pursuant to,

(A) Section 17 of the Public Service Act, or

(B) total and permanent disability that entitles him or her to a pension or payment under the Public Service Pension Plan, or

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

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

or

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

(i) dismissal for cause under Section 22 of the Public Service Act, or

(ii) abandonment of position under Section 20 of the Public Service Act,

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

For the period from April 1, 1978, benefits described under Article 31.04 shall apply.

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- 31.04 A classified employee,
- (a) who has completed a minimum of one (1) year of continuous service and who ceases to be an employee because of,
 - (i) death,
 - (ii) retirement pursuant to,
 - (A) Section 17 of the Public Service Act, or
 - (B) total and permanent disability that entitles him or her to a pension or payment under the Public Service Pension Plan; or
 - (iii) release from employment under Section 22(4) of the *Public Service Act*, or
 - (iv) resignation during the surplus notice period; or
 - (b) who has completed a minimum of five (5) years of continuous service and who ceases to be an employee for any reason other than,
 - (i) dismissal for cause under Section 22 of the *Public Service Act*, or
 - (ii) abandonment of position under Section 20 of the *Public Service Act*;
- is entitled to severance pay equal to one (1) week of salary for each year of continuous service commencing from April 1, 1978.
- 31.05 The total of the amount paid to an employee in respect of accumulated attendance credits, severance pay, or both, shall not exceed one-half (1/2) of the annual salary of the employee at the date when he or she ceases to be an employee.
- 31.06 The calculation of severance pay shall be based on the annual salary the employee was receiving at the date when he or she ceases to be an employee.
- 31.07 Where a computation for severance pay involves part of a year, the computation of that part shall be made on a monthly basis, and,
- (a) any part of a month that is less than fifteen (15) days shall be disregarded; and

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- (b) any part of a month that is fifteen (15) days or more shall be deemed to be a month.

31.08 An employee is not entitled to severance pay in respect of a period, when the employee is on leave-of-absence without pay for a period which is greater than thirty (30) days, or for a period which constitutes a hiatus in the employee's service such as:

- (a) Political Activity (**Public Service Act, 28.6** and Article **28.7(6)**)
- (b) Layoff (Article 29 - Surplus Entitlements)
- (c) Educational Leave (**Public Service Act, Reg. 977, 20** and 21).

31.09 An employee may receive only one (1) termination payment for a given period of continuous service.

31.10 Notwithstanding Article 31.09, an employee who has been released in accordance with Article 29 (Surplus Entitlements) and who is subsequently re-appointed in accordance with Article 35.03 (Seniority) may, at his or her option, repay any termination payments received under this Article to the Minister of Finance, and thereby, restore termination pay entitlements for the period of continuous service represented by the payment. For purposes of clarity, the restoration of such service is contingent upon the employee repaying, at the time he or she is re-appointed, the full amount of termination pay received.

31.11 In a case where an employee leaves employment with the Employer and acquires a job with a Crown Agency, the Employer may pay out the termination pay immediately or, by arrangement with the Crown Agency, transfer liability for the termination pay to the Crown Agency, in which case such liability will be assumed by the Crown Agency and the Employer will be relieved from any further obligation in this regard, save and except that where the Crown Agency does not satisfy its obligation, the Employer shall do **so**.

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ARTICLE 32 – EXTENSION OF SURPLUS FACTOR 80 AND SURPLUS PENSION BRIDGING

32.01 The Employer is aware that its restructuring initiatives could have a significant effect on employees, some of whom have served for a lengthy period. Accordingly, the Employer shall, until March 31, 2004, make the following entitlements available to eligible classified employees who are declared surplus on or before March 31, 2004:

32.02 SURPLUS FACTOR 80

32.02.01 An employee who receives a notice of layoff on or before March 31, 2004, may apply to retire on an unreduced pension provided all of the following conditions are met:

- (a) The employee's age plus pension credit totals at least 80 years on or before employment ceases; and,
- (b) The employee's age plus pension credit totals at least 80 years on or before March 31, 2004 and,
- (c) The employee ceases employment upon the date of lay off specified in his or her notice of layoff. All or part of the employee's termination payments under Article 31 (Termination Payment) may be converted to and received as paid leave, in order to extend service beyond the employee's layoff date. In such case the employee must cease employment at the end of the paid leave period; and,
- (d) The employee must make his or her written election to retire under this paragraph within thirty (30) days of receiving his or her notice of layoff and the Employer must receive that election within the same thirty (30) days; and,
- (e) The employee must forfeit all other workforce adjustment rights and entitlements under this Memorandum, including the right to enhanced severance pay.

32.03 SURPLUS PENSION BRIDGING

32.03.1 An employee who receives a notice of layoff on or before December 31, 2003 may take a pension bridging option as leave of absence without pay but with the accrual of pension credits, if the sum of:

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- (a) the six (6) month notice period;
- (b) the number of weeks of paid leave of absence that the employee's Termination Payments can be converted into under the current provisions of Article 31 (Termination Payments) (excluding attendance credits); plus
- (c) a maximum of two (2) years leave of absence without pay, but with continued accrual of pension credits,

would bring the employee to the next earliest date on which he or she could exercise an actuarially unreduced pension option under the Public Service Pension Plan.

32.03.02 The maximum amount of leave that an employee can take for the pension bridging option shall be calculated as follows:

- (a) determine the total amount of time from the date on which the employee receives the Notice of Lay Off that is needed for the individual to reach the next earliest of his or her actuarially unreduced pension options and, from that amount, subtract:
 - (i) the employee's six month notice period; and
 - (ii) the number of weeks of paid leave of absence that the employee's Termination Payments can be converted into under the existing provisions of Article 31 (Termination Payments) (excluding attendance credits).
- (b) the remainder to the extent that it is no more than two (2) years, shall be available as a leave of absence without pay but with continued accrual of pension credits. During the leave without pay, employees may choose to purchase all benefits coverage with the exception of Article 12 (Short Term Sickness Plan) and the Long-Term Income Protection plan (Schedule II).

The leaves of absence shall commence before the conclusion of the employee's six (6) month notice period and shall be taken as follows:

- (c) the unpaid leave of absence, the maximum of which is determined in accordance with (b) above shall be taken first. During this leave of absence, in lieu of the employee's pension contributions being made directly from the

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employee, the employee's right to enhanced severance under Article 29.02 (Surplus Entitlements) shall be reduced by an equivalent amount, which the Employee shall pay into the pension plan and the Employer contributions shall also be paid into the pension plan;

- (d) the leave of absence with pay equal to the employee's number of weeks of Termination Payments under Article 31 (Termination Payments) shall be taken after the leave without pay in (c) above. During this leave of absence, the employee's pension contributions shall be deducted from the employee's bi-weekly payments;
- (e) at the conclusion of the leave of absence with pay, the employee shall return to complete whatever portion of the six (6) month notice period remains. For greater certainty, the requirement to return may be satisfied by the use of vacation credits. At the end of this period, the employee:
 - (i) shall retire;
 - (ii) shall receive the enhanced severance, reduced by an amount equivalent to his or her pension contributions for the unpaid leave of absence; and
 - (iii) shall be entitled to exercise his or her right to an actuarially unreduced pension.

This arrangement is subject to the requirements of the Public Service Pension Plan including compliance with legislation governing the Public Service Pension Plan. This arrangement is contingent on Canada Customs and Revenue Agency approval.

Surplus employees who choose pension bridging forfeit all other workforce adjustment rights and entitlements under this Memorandum.

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ARTICLE 33 – MULTIPLE LAYOFFS

33.01 Where a reorganization, closure or transfer, or the divestment, relocation or contracting-out of an operation in whole or in part will result in fifty (50) or more surplus employees in a ministry,

- (a) Affected employees shall receive six (6) months notice of layoff or pay in lieu thereof **as** provided in Article 29 (Surplus Entitlements), and
- (b) The President of the Association shall be notified of the reorganization, closure, transfer, or the divestment, relocation or contracting-out prior to notification to affected employees, and
- (c) The Association and the Employer shall consult on issues related to layoff, displacement and recall.

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ARTICLE 34 – MUNICIPAL AMALGAMATIONS

- 34.01 Where an employee of a police service is hired by the Ontario Provincial Police (OPP) and the police service from which the employee is hired amalgamates with the OPP anytime within 5 years from the date of hire, the OPP will recognize prior full-time unbroken service with the amalgamating police organization for the purposes of vacation and continuous service. For clarity, changes in vacation entitlements will not be retroactive.

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ARTICLE 35 - SENIORITY

35.01 An employee's length of continuous service will accumulate upon completion of a probationary period of not more than one (1) year and shall commence:

- (a) from the date of appointment to the Classified Service for those employees with no prior service in the Ontario Public Service: or
- (b) from the date established by adding the actual number of full-time weeks worked by a full-time unclassified employee during his or her full-time employment back to the first break in employment which is greater than thirteen (13) weeks; or
- (c) for a regular part-time civil servant, from January 1, 1984 or from the date on which he or she commenced a period of unbroken, part-time employment in the public service, immediately prior to appointment to a regular part-time position in the civil service, whichever is later.

"Unbroken service" is that which is not interrupted by separation from the public service; "full-time" is continuous employment as set out in the Schedules contained in Article 6.01.01 (Hours of Work and Overtime); and "part-time" is continuous employment in accordance with the hours of work specified in Article RPT4.01 (Hours of Work and Overtime).

Any leaves of absence granted for an employee under Article UNC11 (Pregnancy and Parental Leave) shall be included in the calculation of length of continuous service.

35.02 Notwithstanding Article 35.01, where a regular part-time civil servant within the meaning of this Memorandum, becomes a full-time civil servant within this Memorandum, any service as a regular part-time civil servant which forms part of his or her unbroken service in the classified service shall be calculated according to the following formula:

Weekly Hours of Work as a <u>Regular Part-time Civil Servant</u> Full-time hours of work for class (weekly)	X	Years of Continuous Service as a Part-time Civil Servant
--	---	--

Changes in the employee's weekly hours of work shall be taken into account.

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Example:

Weekly hours of work as a regular part-time civil servant = 6 years at 20 hours per week, and 2.5 years at 16 hours per week

Full-time hours of work for class (weekly) = 40 (Schedule 4)

Seniority (Length of Continuous Service) on becoming a full-time civil servant =

$$\left(\frac{20}{40} \times 6 \text{ years}\right) + \left(\frac{16}{40} \times 2.5 \text{ years}\right)$$

$$= 3 \text{ years} + 1 \text{ year} = 4 \text{ years}$$

X35.03 Where an employee has been released in accordance with Article 29 (Surplus Entitlements) and rehired within two (2) years, the period of absence shall not be computed in determining the length of continuous service. The employee's continuous service date for all purposes except Article 31 (Termination Payment), shall be deemed to include both service up to the last day of active work and the accumulation of service after the date of re-appointment. The new service date for purposes of Article 31 (Termination Payment) shall be the date on which the employee recommences work.

35.04 Continuous service shall be deemed to have terminated if:

- (a) an employee resigns or retires; or
- (b) an employee is dismissed unless such dismissal is reversed through the grievance procedure; or
- (c) an employee is absent without leave in excess of ten (10) consecutive working days; or
- (d) an employee is released in accordance with Article 31 (Termination Payment) and remains released for more than two (2) years.

35.05 A list of OPPA Civilian bargaining unit seniority list, including employees' names, social insurance number, date of continuous service, classification and location shall be maintained and provided to the Association twice annually.

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ARTICLE 36 – ISOLATION PAY

36.01 An employee who is stationed at a work location which receives a total of eight (8) or more points under the factors outlined in Articles 36.04 shall be paid an isolation allowance in accordance with the following scale:

<u>Points</u>	<u>Rates</u> (\$ per week)
8	\$3.45
9-12	\$5.18
13-16	\$6.90
17-20	\$8.63
21-24	\$10.35
25-28	\$12.08
29-32	\$13.80
33-36	\$15.53
37-40	\$17.25
41-44	\$18.98
45-48	\$20.70

36.02 For the purposes of this Article, “work location” is defined as the address of the working place at which the employee is normally stationed or, in certain special cases, another location designated as headquarters by the Commissioner or the Assistant Deputy Minister (as applicable).

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

36.04.01 Population of the largest center of population within eighty (80) kilometers of the employee’s work location:

<u>Population</u>	<u>Points Assigned</u>
1-249	14
250-499	12
500-999	10
1000-1999	8
2000-2999	6
3000-3999	4
4000-4999	2
5000 or more	0

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

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

36.05 In establishing the points to be assigned to each location in accordance with Article 36.04.01, population shall be determined by reference to the following publications:

For Incorporated Communities:

The Municipal Directory, published by the Ministry of Municipal Affairs and Housing.

For Unincorporated Communities and Indian Reserves:

Directory, Northern Ontario, published by the Ministry of Northern Development and Mines.

Note: Continued availability of source documents to be confirmed.

36.06 In establishing the points to be assigned to each location in accordance with Article 36.04.02, distance shall be determined by reference to the following publications:

Ontario/Canada Official Road Map, published by the Ministry of Transportation.

Distance Tables, King's Secondary Highways and Tertiary Roads, published by the Ministry of Transportation.

Note: Continued availability of source documents to be confirmed.

36.07 Points assigned to each location in accordance with Article 36.04 shall be reviewed in April of each year.

36.08 Amendments to any isolation allowance entitlement under Article 36.01 resulting from the review shall be implemented effective from April 1 of each year.

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ARTICLE 37 – EMPLOYEE BENEFITS CONTRACTS

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

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ARTICLE 38 – LETTER OR REPRIMAND, DISCIPLINARY SUSPENSION OR DISMISSAL

- 38.01 Where the Employer determines that a letter of reprimand, disciplinary suspension or dismissal may be appropriate regarding the conduct of an employee, the employee shall be notified in writing of a time and date for a meeting with the selected designee of the Employer.
- 38.02 The employee shall have the option of being accompanied by an Association representative if the employee so requests. The Association representative must be available in a reasonable time to attend the meeting.
- 38.03 If the employee opts to have an Association representative present, the time spent in such a meeting shall be with no **loss** of pay for the Association representative provided the representative is on duty at the time of the meeting. The time spent in such a meeting shall be with pay for the employee.

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ARTICLE 39 – DISCIPLINE AND DISMISSAL

- 39.01 It is understood that the right of the Employer to discipline or dismiss employees shall be for just cause. The Employer's right to discipline or dismiss is subject to the right of the employee to grieve such action.
- 39.02 Any employee other than a probationary employee who is dismissed shall be entitled to file a grievance, through the Association in accordance with Article 4 (Grievance Procedure).

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ARTICLE 40 – POSTING AND FILLING OF VACANCIES OR NEW POSITIONS

- 40.01 When a vacancy occurs in the Classified Service for a bargaining unit position or a new classified position is created in the bargaining unit, it shall be advertised for at least ten (10) working days prior to the established closing date. Where practicable, notices of vacancies shall be posted either electronically or on bulletin boards and, upon request, shall be provided in large-sized print or braille where the posting location has the capacity to do so.
- 40.02 Notwithstanding Article 40.01 above, the Employer may hire qualified candidates who previously applied for a similar vacancy or new position in the same classification at the worksite from which the vacancy originates provided that a competition was held during the previous twelve (12) months. The Employer may utilize this provision to fill a vacancy or vacancies at the worksite(s) from which the vacancy or vacancies originate, regardless of the worksite of the applicant. The Employer in these circumstances, is not required to post or advertise the vacancy or new position. The Employer will notify the Association prior to Article 40.02 being invoked.
- 40.03 Where an employee has filled a position on a temporary basis for at least 18 months, the Employer may assign him or her to the position on a permanent basis and Article 40 (Posting and Filling of Vacancies or New Positions) shall not apply.
- 40.04 Where the employee's position is being changed either from full-time to regular part-time or vice versa, with the employee's consent, the Employer may assign him or her to the position on a permanent basis and Article 40 (Posting and Filling of Vacancies or New Positions) shall not apply. Where the employee does not consent, the employee will be given surplus entitlements under Article 29 (Surplus Entitlements) in this Memorandum.
- 40.05 Where there is a known and documented, scarcity of a set of qualifications for a position the provisions of Article 40 (Posting and Filling of Vacancies or New Positions) shall not apply. The Employer shall consult with the Association prior to Article 40.05 being invoked.
- 40.06 The notice of vacancy shall state, where applicable, the nature and title of position, salary, qualifications required, and the hours of work schedule as set out in Hours of Work schedule. Where a position is posted within the Ontario Public Service, the internal notice of vacancy shall also state the work location where the position currently exists, that the position is represented by the Association and the particular bargaining unit which contains the position.

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- 40.07 In filling a vacancy, the Employer shall give primary consideration to qualifications and ability to perform the required duties. Where the qualifications and ability are relatively equal between an OPPA civilian bargaining unit applicant and a non-OPPA civilian bargaining unit applicant, preference will be given to the OPPA civilian bargaining unit applicant.
- 40.08 An applicant who is invited to attend an interview within the civil service shall be granted time off with no loss of pay and with no loss of credits to attend the interview, provided that the time off does not unduly interfere with operating requirements.
- 40.09 Relocation expenses shall be paid in accordance with the provisions of the Employer's policy.
- 40.10 With the agreement of the Association, the employee and the Employer, an employee may be assigned to a vacancy in the ministry where the vacant position is identical to the position occupied by the employee, and the provisions of Articles 40.01 to 40.09 inclusive shall not apply.
- 40.11 The assignment of an employee to a vacancy in accordance with Article 5 (Pay Administration), Article 13.07 (Special/Compassionate Leave), Schedule II (Long Term Income Protection), Article 13.05 (Pregnancy Leave) and Article 13.06 (Parental Leave) shall have priority over any assignment.
- 40.12 Where the duties of a position are modified to accommodate an employee with a disability, the position shall not be considered a vacancy for the purposes of this Article.

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ARTICLE 41 – TEMPORARY ASSIGNMENTS

- 41.01.01 Where an employee is assigned temporarily to perform the duties of a position in a classification with a higher salary maximum for a period in excess of five (5) consecutive working days, he or she shall be paid as if assigned to the first salary level of the higher classification from the day he or she commenced to perform the duties of the higher classification, provided that where such a change results in an increase of less than three percent (3%), he or she shall receive the next higher salary rate again.
- 41.01.02 Acting pay shall not exceed the maximum of the salary range of the higher classification except where permitted by salary note.
- 41.02 When an employee is temporarily assigned to the duties and responsibilities of a position in a classification with a lower salary maximum where there is not work reasonably available for him or her in the position from which he or she was assigned, he or she shall be paid the lower applicable classification rate to which he or she was assigned, after the expiration of ten (10) consecutive working days in such lower classification.
- 41.03 Where an employee requests or competes for a temporary assignment to a position in a classification with a lower salary maximum, he or she shall be paid the lower classification rate immediately upon commencement of the duties of the temporary assignment.
- 41.04 When an employee is temporarily assigned to the duties and responsibilities of a position in a classification with a lower maximum salary where there is work reasonably available for him or her in the position from which he or she was assigned, he or she shall continue to be paid at the rate applicable to the classification from which he or she was assigned.
- 41.05 This Article shall not apply to temporary assignments where an employee is temporarily assigned to perform the duties and responsibilities of another employee who is on vacation.
- 41.06 An employee who has performed the full duties of such designated position in an acting capacity for a period of at least eighteen (18) months, shall receive one (1) month's notice before being reverted to the former position, and failing such notice, the acting salary will be continued for one month after the employee reverts to the former position.

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- 41.07 Article 41.06 shall not apply in cases where the employee:
- (a) has requested to be reverted back to their former position; or
 - (b) is being reverted for reasons of performance or culpable conduct.
- 41.08 Where an employee is temporarily assigned to a position in another bargaining unit for a period of more than thirty (30) days, he or she will on the thirty-first (31st) day commence paying dues and be governed by the terms of the Collective Agreement of the position to which he or she has been assigned except that pensions, insured benefits entitlements, and entitlements under Article 29 (Surplus Entitlements) will continue to be governed by the rules applicable to the employee's position in the OPPA civilian bargaining unit.
- 41.09 When an employee is temporarily assigned to a non-bargaining unit position, he or she shall continue to pay dues to the Association and continue to be covered by this Memorandum for the entire term of the temporary assignment.
- 41.10 In **no** case shall any provision of this Memorandum with respect to the filling of, assignment or appointment to, a vacancy apply to temporary assignments, except **as** provided under Article 41.

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PART B - REGULAR PART-TIME CLASSIFIED EMPLOYEES

- RPT1 Application of Part B, Regular Part-Time Classified Employees
- RPT1.01 The only terms of this Memorandum that apply to employees who are regular part-time civil servants are those that are set out in this Part. No provisions in this Memorandum other than those included in this Part shall apply to civil servants in regular part-time positions.
- RPT2 Other Applicable Articles, Regular Part -Time Classified Employees
- RPT2.01 The following Articles of this Memorandum shall also apply to regular part-time civil servants:
- | | |
|---------------|---|
| Article 1 | Recognition |
| Article 2 | Duration |
| Article 4 | Grievance Procedure |
| Article 6.05 | On-Call Duty |
| Article 8 | Shift Premium |
| Article 9 | Time Credits While Travelling |
| Article 10 | Non-Pyramiding |
| Article 11 | Compensating Time Bank |
| Article 13.01 | Leave Without Pay |
| Article 13.03 | Jury or Witness Leave |
| Article 13.04 | Military Service Leave |
| Article 13.05 | Pregnancy Leave |
| Article 13.06 | Parental Leave |
| Article 14 | Leave of Absence for Association Business |
| Article 16 | Health and Safety and Video Display Terminals |
| Article 20.01 | Uniform and Equipment |
| Article 25 | Deduction of Association Dues |
| Article 26 | Personnel File |
| Article 27 | New Employees |
| Article 33 | Multiple Layoffs |
| Article 35 | Seniority |
| Article 38 | Letter of Reprimand, Disciplinary Suspension or Dismissal |
| Article 39 | Discipline and Dismissal |

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ARTICLE RPT3 – POSTING AND FILLING OF REGULAR PART-TIME (RPT) VACANCIES OR NEW POSITIONS

- RPT3.01 When a vacancy occurs in the Classified Service for a regular part-time position in the bargaining unit or a new regular part-time classified position is created in the bargaining unit, it shall be advertised for at least ten (10) working days prior to the established closing date. Where practicable, notices of vacancies shall be posted either electronically or on bulletin boards and, upon request, shall be provided in large-sized print or braille where the posting location has the capacity to do so.
- RPT3.02 Notwithstanding Article RPT3.01 above, the Employer may hire qualified candidates who previously applied for a similar RPT vacancy or new position in the same classification at the worksite from which the vacancy originates provided that a competition was held during the previous twelve (12) months. The Employer may utilize this provision to fill a vacancy or vacancies at the worksite(s) from which the vacancy or vacancies originate, regardless of the worksite of the applicant. The Employer in these circumstances is not required to post or advertise the RPT vacancy or new position.
- RPT3.03 Where an employee has filled a position on a temporary basis for at least 18 months, the Employer may assign him or her to the position on a permanent basis and Article RPT3 shall not apply.
- RPT3.04 Where the employee's position is being changed either from full-time to RPT or vice versa, with the employee's consent, the Employer may assign him or her to the position on a permanent basis and Article RPT3 (Posting and Filling of Regular Part-Time RPT Vacancies or New Positions) shall not apply. Where the employee does not consent, the employee will be given surplus entitlements under Article 29 (Surplus Entitlements) in this Memorandum.
- RPT3.05 Where there is a known and documented, scarcity of a set of qualifications for a position the provisions of Article RPT3 shall not apply. The Employer shall consult with the Association prior to RPT3.05 being invoked.
- RPT3.06 The notice of vacancy shall state, where applicable, the nature and title of position, the qualifications required, the "weekly hours of work and the "basic hourly rate" or the "weekly rate" of pay as defined in Article RPT17 (Pay and Benefits Administration). Where an RPT position is posted within the Ontario Public Service, the internal notice of vacancy shall also state the work location where the position currently exists and that the position is represented by the Association.

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- RPT3.06 In filling a vacancy, the Employer shall give primary consideration to qualifications and ability to perform the required duties. Where the qualifications and ability are relatively equal between an OPPA civilian bargaining unit applicant and a non-OPPA civilian bargaining unit applicant, preference will be given to the OPPA civilian bargaining unit applicant.
- RPT3.07 An applicant who is invited to attend an interview within the civil service shall be granted time off with no loss of pay and with no loss of credits to attend the interview, provided that the time off does not unduly interfere with operating requirements.
- RPT3.08 With the agreement of the Association, the employee and the Employer, an employee may be assigned to a vacancy in the ministry where the vacant position is identical to the position occupied by the employee, and the provisions of Articles RPT3.01, RPT3.02, RPT3.03, and RPT3.04 shall not apply.
- RPT3.09 The assignment of an employee to a vacancy in accordance with Article RPT11 (Special Leave): Schedule III (Long Term Income Protection); Article 13.05 (Pregnancy Leave) and Article 13.06 (Parental Leave) shall have priority over any assignment.
- RPT3.10 Where the duties of a position are modified to accommodate an employee with a disability, the position shall not be considered a vacancy for the purposes of this Article.

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ARTICLE RPT4 – HOURS OF WORK AND OVERTIME

RPT4.01 HOURS OF WORK

RPT4.01 The regularly scheduled hours of work for a regular part-time position in the Classified Service shall be as determined by the Employer, provided that they are:

- (a) less than thirty-six and one-quarter (36-1/4) or forty (40) hours per week, as applicable to the classification to which the regular part-time position is assigned, but not less than fourteen (14) hours per week; or
- (b) less than twenty (20) full days over a period of four (4) consecutive weeks, but not less than nine (9) full days of seven and one-quarter (7-1/4) or eight (8) hours, as applicable to the classification to which the regular part-time position is assigned.

RPT4.02 OVERTIME – SCHEDULE 3 AND 4 EMPLOYEES

RPT4.02.01 "Overtime" means an authorized period of work calculated to the nearest half hour and,

- (a) performed on a scheduled working day in addition to the scheduled working period, and consisting of at least one-half (1/2) hour more than seven and one-quarter (7.25) hours or eight (8) hours (as applicable); or
- (b) performed on a day that is not a scheduled working day.

RPT4.02.02 Overtime shall be earned and credited to the employee's CTB (Compensating Time Bank) at the rate of one and one-half (1½) times the basic hourly rate of salary.

RPT4.02.03 Where an employee has completed his or her scheduled work period and left the workplace and is subsequently called in to work prior to his or her next scheduled working period such employee shall earn time and one-half (1½) of his/her basic hourly rate for hours worked, with a minimum of four (4) hours (1½ times 4 hours) credit to the CTB. For clarity, such premium payment will not be earned or credited for regularly scheduled hours.

RPT4.02.04 Article RPT4.02.03 shall not apply where an employee on being called in not more than one (1) hour prior to the employee's scheduled working

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period, is given equivalent compensating time at the end of that period of work.

RPT4.02.05 When an employee is required to perform work under Article RPT4.02.03 but is not required to physically attend at the workplace, the initial call and subsequent calls during that same (4) hour period, will be treated as a single call for pay purposes.

RPT4.02.06 An employee who is required to work more than two (2) hours of overtime immediately following his or her scheduled hours of work without notification of the requirement to work such overtime prior to the end of his or her previously scheduled shift, shall be reimbursed for the cost of one (1) meal to six (\$6.00) except where free meals are provided or where the employee is being compensated for meals on some other basis. In addition, reasonable time with pay shall be allowed to the employee for the meal break either at or adjacent to his or her work place.

RPT4.03 OVERTIME - SCHEDULE 6 EMPLOYEES

RPT4.03.01 Where the Employer authorizes an employee to work in excess of 7.25 hours on a regularly scheduled work day, the employee shall receive:

- (a) compensating leave of one-half (.5) hour for each hour worked between thirty-six and one-quarter (36.25) and forty-eight (48) hours per work week, in respect of the total hours worked during the week on regularly scheduled work **days**; and
- (b) compensating leave of one (1) hour for each hour worked in excess of 48 hours per work week, in respect of the total hours worked during the week on regularly scheduled work days.

RPT4.03.02 Where the Employer authorizes an employee to work on his or her day off, the employee shall receive compensating leave of one (1) hour for each hour worked.

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ARTICLE RPT5 - STAND-BY TIME

- RPT5.01 Article RPT5 (Stand-By Time) applies to Schedule 3 and 4 employees only.
- RPT5.02 Stand-by is a period of time during which, in accordance with administrative procedures established by the Commissioner or Assistant Deputy Minister (as applicable), an employee is ordered to remain at his or her residence or other specified quarters, (as determined by the person authorizing the stand-by) from which the employee shall be ready to proceed to a work location immediately upon receipt of instructions.
- RPT5.03 This Article shall not eliminate or prohibit the existing co-operative practice under which an employee provides advice to his or her supervisor as to his or her proposed whereabouts while off duty but there shall be no restriction on the free time of an employee that is not in accordance with this Memorandum. It is understood that this practice does not trigger an entitlement to stand-by pay.
- RPT5.04 Where an employee is required to be on stand-by he or she is entitled to be paid at his or her hourly rate of salary for one-third (1/3) of his or her stand-by time, but where such stand-by time is less than the number of hours in the employee's scheduled working day, the employee is entitled to two (2) hours pay at the basic hourly rate.
- RPT5.05 The minimum entitlement of four (4) hours overtime credit pursuant to Article RPT4.02.03 (Hours of Work and Overtime) shall not apply to an employee who was on stand-by when he or she was required to report for work, and a period of work for which overtime is earned at one and one-half (1-1/2) times the basic hourly rate under Article RPT4.02.03 (Hours of Work and Overtime), is not included in any stand-by period.

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ARTICLE RPT6 – RPT NON-WORKING DAY

RPT6.01 “Non-Working Day” means a day on which the employee is not scheduled to work to complete his or her regularly scheduled hours.

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ARTICLE RPT7 – ISOLATION PAY

RPT7.01 Isolation pay as provided by Article 36 (Full-time Isolation Pay) shall apply: however, it shall be pro-rated based on the proportion of the part-time civil servant's weekly hours of work to the normal hours of work for the class as follows:

$$\frac{\text{Weekly hours of work}}{\text{normal hours of work for class (weekly)}} \quad \times \quad \text{allowance per week for appropriate point rating}$$

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ARTICLE RPT8 – LAYOFF, SURPLUS ENTITLEMENTS, AND EXTENSION OF SURPLUS FACTOR 80 AND SURPLUS PENSION BRIDGING

RPT8.01 The provisions of Article 28 (Layoff), Article 29 (Surplus Entitlements), and Article 32 (Extension of Surplus Factor 80 and Surplus Pension Bridging) shall apply to surplus classified RPT employees with the following modifications:

- (a) Surplus regular part-time employees who elect to be redeployed shall be assigned to RPT vacancies within the OPPA civilian bargaining unit. Surplus RPT employees will be assigned to full-time vacancies with their consent only.
- (b) A surplus regular part-time employee who refuses a direct assignment to a full-time vacancy will lose further consideration for full-time positions but will retain all other workforce adjustment entitlements.
- (c) Reference to “Article 31 (Termination Payment)” shall be replaced with “Article RPT16 (Termination Payment)”

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ARTICLE RPT9 – EMPLOYEE BENEFITS GENERAL

RPT9.01 In Schedule III (Employee Benefits – RPT Classified) and Article RPT12 (Workplace Safety and Insurance), Article RPT14 (Vacations and Vacation Credits), Article RPT15 (Holiday Payment), Article RPT10 (Bereavement Leave), Article RPT11 (Special and Compassionate Leave), Article 13.06 (Parental Leave), Article 13.05 (Pregnancy Leave), Article RPT13 (Short Term Sickness Plan) and Article RPT16 (Termination Payment), salary means earnings from weekly hours of work, exclusive of premium payments.

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ARTICLE RPT10 – BEREAVEMENT LEAVE

- RPT10.01** An employee shall be allowed up to three (3) consecutive calendar days' leave of absence with pay in the event of the death of his or her spouse, same sex-spouse, mother, father, mother-in-law, father-in-law, son, daughter, stepson, step-daughter, brother, sister, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparent, grandchild, ward or guardian.
- RPT10.02** An employee who would otherwise have been at work shall be allowed one (1) day leave of absence with pay in the event of the death and to attend the funeral of his or her aunt, uncle, niece or nephew.
- RPT10.03** In addition to the foregoing, an employee shall be allowed up to two (2) days' leave of absence without pay to attend the funeral of a relative listed in Articles **RPT10.01** and **RPT10.02** if the location of the funeral is greater than eight hundred kilometers (800 km) from the employee's residence.

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ARTICLE RPT11 - SPECIAL/COMPASSIONATE LEAVE

- RPT11.01 The Commissioner or Assistant Deputy Minister (as applicable), may grant leave-of-absence with pay to an employee, for not more than three (3) days in any calendar year, upon any special or compassionate ground. Such leave shall not be dependent upon nor charged against accumulated credits of the employee.
- RPT11.02 An application for leave-of-absence under Article RPT11.01 shall be in writing and shall set out the reason for the leave-of-absence.

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ARTICLE RPT12 – WORKPLACE SAFETY AND INSURANCE

- RPT12.01 Where an employee is absent by reason of an injury or an occupational disease for which a claim is made under the ***Workplace Safety and Insurance Act***, his or her weekly rate of pay shall continue to be paid for a period not exceeding thirty (30) regularly scheduled working days. If an award is not made, any payments made under the foregoing provisions in excess of that to which the employee is entitled under Articles RPT13.01.01 and RPT13.02.01 (Short Term Sickness Plan) shall be an amount owing by the employee to the Employer.
- RPT12.02 Where an employee is absent by reason of an injury or an occupational disease for which an award is made under the ***Workplace Safety and Insurance Act***, his or her weekly rate of pay shall continue to be paid for a period not exceeding three (3) consecutive months or a total of sixty-five (65) regularly scheduled working days where such absences are intermittent, following the date of the first absence because of the injury or occupational disease, and any absence in respect of the injury or occupational disease shall not be charged against the employee's credits.
- RPT12.03 Where an award is made to an employee under the ***Workplace Safety and Insurance Act*** that is less than the employee's weekly rate of pay and the award applies for longer than the period set out in Article RPT12.02 and the employee has accumulated credits, the employee's weekly rate of pay may be paid and the difference between the employee's weekly rate of pay paid after the period set out in Article RPT12.02 and the award shall be converted to its equivalent time and deducted from the employee's accumulated credits.
- RPT12.04 Where an employee receives an award under the ***Workplace Safety and Insurance Act***, the Employer will continue to pay the premiums otherwise payable by the Employer for Basic Life, Long Term Income Protection, Supplementary Health and Hospital and the Dental Plans for the period during which the employee is receiving the award.
- RPT12.05 Where an employee is absent by reason of an injury or an occupational disease for which an award is made under the ***Workplace Safety and Insurance Act***, the employee shall not be entitled to a leave of absence with pay under Article RPT13 (Short Term Sickness Plan) as an option following the expiry of the application of Article RPT12.02

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ARTICLE RPT13 – SHORT TERM SICKNESS PLAN

RPT13.01 ENTITLEMENT

RPT13.01.01 An employee who is unable to attend to his or her duties due to sickness or injury is entitled in each calendar year to leave-of-absence with pay as follows:

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

RPT13.01.02 An employee is not entitled to leave-of-absence with pay under Article RPT13.01.01 of this Article until he or she has completed all of his or her regularly scheduled hours of work within a period of four (4) consecutive weeks.

RPT13.01.03 An employee who on a sick leave of absence which commences on a regularly scheduled working day in one (1) calendar year and continues to include a regularly scheduled working day in the following calendar year, is not entitled to leave of absence with pay under Article RPT13.01.01 for more than the number of days provided in Article RPT13.01.01 in the two (2) years until he or she has returned to work and again completed the service requirement described in Article RPT13.01.02.

RPT13.01.04 An employee who has used leave-of-absence with pay for the total number of days provided in Article RPT13.01.01 in a calendar year must complete the service requirement described in Article RPT13.01.02 before the employee is entitled to further leave under Article RPT13.01.01 in the next calendar year.

RPT13.01.05 Employees returning from Long Term Income Protection plan to resume employment must complete the service requirement described in Article RPT13.01.02 to qualify for benefits under the Short Term Sickness plan.

RPT13.01.06 For the purposes of this Article, the service requirement described in Article 13.01.02 shall not include vacation, leave-of-absence or any leave-of-absence without pay, but days worked before and after such leave shall be considered consecutive. Notwithstanding the above, where an employee is unable to attend to his or her duties due to sickness or injury, the days worked before and after such absence shall not be considered

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consecutive.

RPT13.01.07 The pay of an employee under this Article is subject to deductions for insurance coverage and pension contributions and other deductions that would normally be made, as though the employee was receiving regular salary.

RPT13.02 USE OF ACCUMULATED CREDITS

RPT13.02.01 An employee who is on leave-of absence with pay under Article RPT13.01.01(b) may, at the employee's option, have one quarter (1/4) of a day deducted from accumulated credits (attendance, vacation, or CTB) for each day of leave to which Article RPT13.01.01(b) applies and receive regular salary for each such day.

RPT13.02.02 An employee who is absent from employment due to sickness or injury beyond the total number of days leave-of-absence with pay provided for in Article RPT13.02.01 shall have his/her accumulated attendance credits reduced by a number of days equal to the number of days of such absence and is entitled to leave-of absence with pay for each such day.

RPT13.02.03 Article 13.02.02 does not apply to an employee who qualifies for and elects to receive benefits under the Long Term Income Protection plan.

RPT13.03 MEDICAL EXAMINATIONS

RPT13.03.01 (a) If an employee is absent for more than a calendar week due to sickness, no leave with pay shall be allowed unless a certificate of a legally qualified medical practitioner is forwarded to the Commissioner or Assistant Deputy Minister (as applicable), certifying that the employee is unable to attend to official duties.

(b) Notwithstanding the provisions of Article RPT13.03.01(a), the Commissioner or the Assistant Deputy Minister (as applicable) may require an employee to submit the certificate required by Article RPT13.03.01(a) for a period of absence of less than a calendar week. The cost of the certificate requested shall be borne by the Employer.

(c) Where, for reasons of health, an employee is frequently absent or unable to perform his or her duties, the Commissioner or the Assistant Deputy Minister (as applicable) may, at the expense of the Employer, require

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him or her to submit to a medical examination and to release the resulting medical report to the Employer.

RPT13.03.02 While on sick leave or Workplace Safety and Insurance leave, it is the employee's responsibility to report to the supervisor, at the earliest opportunity, any change in the employee's medical situation that would permit the employee to return to full duties or to return to work in a limited capacity and/or estimate their return to work date.

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ARTICLE 14 – VACATIONS AND VACATION CREDITS

- RPT14.01 An employee shall earn a pro-rated portion of the vacation credits shown below based on the ratio that his or her weekly hours of work bear to full-time employment:
- (a) One and one-quarter (1-1/4) days per month during the first eight (8) years of continuous service;
 - (b) One and two-thirds (1-2/3) days per month after eight (8) years of continuous service;
 - (c) Two and one-twelfth (2-1/12) days per month after fifteen (15) years of continuous service;
 - (d) Two and one-half (2-1/2) days per month after twenty-six (26) years of continuous service.
- RPT14.02 An employee is entitled to vacation credits under Article RPT14.01 in respect of a month or part thereof in which he or she is at work or on leave with pay.
- RPT14.03 An employee is not entitled to vacation credits under Article RPT14.01 in respect of a whole month in which he or she is absent from duty for any reason other than vacation leave of absence or leave of absence with pay.
- RPT14.04 An employee shall be credited with his or her vacation for a calendar year at the commencement of each calendar year.
- RPT14.05 An employee may accumulate vacation to a maximum of twice his or her annual accrual but shall be required to reduce his or her accumulation to a maximum of one (1) year's accrual by December 31 of each year.
- RPT14.06 On commencing employment an employee shall be credited with pro rata vacation for the balance of the calendar year, but shall not be permitted to take vacation until he or she has completed six (6) months of service.
- RPT14.07 An employee with over **six** (6) months of service may, with the approval of the Deputy Minister, take vacation to the extent of his or her vacation entitlement and his or her vacation credits shall be reduced by any such vacation taken. For this purpose, an employee may include any continuous employment as a regular part-time employee, or as a full-time employee, in the Public Service of Ontario immediately prior to his or her appointment to the civil service.

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- RPT14.08 Where an employee has completed twenty-five **(25)** years of service, there shall be added to his or her accumulated vacation, on that occasion only, that portion of five **(5)** days' vacation represented by the ratio his or her weekly hours of work bear to full-time employment.
- RPT14.09 An employee who completes twenty-five (25) years of service on or before the last day of the month in which he or she becomes sixty-four (64) years of age, is entitled to that portion of five **(5)** days pre-retirement leave with pay, represented by the ratio his or her weekly hours of work bear to full-time employment, at the beginning of the month following his or her sixty-fourth (64th) birthday.
- RPT14.10 Where an employee leaves the civil service prior to the completion of six (6) months' service as computed in accordance with Article RPT14.07, he or she is entitled to vacation pay at the rate of four percent (4%) of total earnings paid during the period of his or her employment.
- RPT14.11 An employee who has completed six (6) or more months of service shall be paid for any earned and unused vacation standing to his or her credit at the date he or she ceases to be an employee, or, at the date he or she qualifies for payments under the Long Term Income Protection plan as defined under Schedule III (Long Term Income Protection) and any salary paid for unearned vacation used up to that time shall be recovered by the Employer from any monies owing to that employee.
- RPT14.12 An employee's service shall not include any period when he or she is on leave of absence without pay for more than thirty (30) days or a period which constitutes a hiatus in service, such as:
- (a) Political Activity (Public Service Act (P.S.A), S.28.4(4) and S.28.6)
 - (b) Layoff (Article 62 - Employment Stability)
 - (c) Educational Leave (P.S.A., R.R.O. 1990, Reg. 977, S.20 and S.21)
- RPT14.13 An employee who has completed his or her probationary period shall, upon giving at least two (2) months' written notice, receive before commencing vacation, an advance against the pay cheques that fall due during the vacation period, based upon the following conditions:
- (a) such an advance shall be provided only where the employee takes at least two (2) consecutive weeks' vacation;
 - (b) such an advance shall be in an amount equal to the employee's lowest net regular pay cheque in the two **(2)** month period immediately preceding commencement of his

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or her vacation leave, and rounded to the closest ten dollars (\$10) below such net amount;

- (c) where more than two (2) pay cheques are due and payable during the vacation period, in no case will the advance exceed twice the amount set out in (b) above.

Any additional amount due the employee as a result of the application of (b) and (c) above will be paid to the employee in the normal manner.

RPT14.13 For an employee on a Compressed Work Week arrangement, a pro-rated deduction from the employee's vacation credits will be made for each day of approved vacation leave of absence. The pro-rating will be determined by dividing the hours in the employee's Compressed Work Week day by seven and one-quarter (7-1/4) or eight (8) hours in a day (as applicable).

A partial day's absence will be pro-rated on the same formula.

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ARTICLE RPT15 – HOLIDAY PAYMENT

RPT15.01.01 An employee shall be entitled to a paid holiday each year on each of the following days which fall on a day that is a regularly scheduled work day for the employee:

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

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

RPT15.01.02 An employee shall be compensated for each of the holidays to which he or she is entitled under Article RPT15.01.01. The compensation shall be equivalent to that of his or her regularly scheduled working day, but shall not exceed seven and one-quarter (7-1/4) or eight (8) hours, as applicable.

RPT15.02 When an employee works on a holiday listed in Article RPT15.01.01, in addition to any compensation to which he or she may be entitled under Article RPT15.01.02, the employee shall be paid at the rate of two (2) times the basic hourly rate for all hours worked with a minimum credit of the number of hours in his or her regularly scheduled working day. This Article RPT15.02 does not apply to employees in classifications assigned to Schedule 6.

RPT15.03 In addition to any compensation to which he or she may be entitled under Article RPT15.01.02, an employee in a classification assigned to Schedule 6 shall receive equivalent time off for work on a holiday listed in Article RPT15.01.01.

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ARTICLE RPT16 - TERMINATION PAYMENT

RPT16.01 An employee who has completed a minimum of

- (a) one (1) year of service and who ceases to be an employee because of,
 - (i) death,
 - (ii) retirement pursuant to,
 - (A) section 17 of the Public Service Act (P.S.A.), or
 - (B) total and permanent disability that entitles him or her to a pension or payment under the Public Service Pension Plan, or
 - (iii) release from employment under section 22(4) of the P.S.A.; or,
 - (iv) resignation during the surplus notice period; or
- (b) five (5) years of service and who ceases to be an employee for any reason other than
 - (i) dismissal for cause under section 22 of the P.S.A., or
 - (ii) abandonment of position under section 20 of the P.S.A.,

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

RPT16.02.01 The total of the amount paid to an employee in respect of severance pay shall not exceed one-half (1/2) of the annual full-time salary of the employee at the date when he or she ceases to be an employee.

RPT16.02.02 The calculation of severance pay of an employee shall be based on the annual salary of the employee as though he or she was employed full-time at the date when he or she ceases to be an employee.

RPT16.02.03 Where a computation for severance pay involves a part of a year of the total period under consideration, the computation of that part shall be made on a monthly basis, and,

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- (a) any part of a month that is less than fifteen (15) days shall be disregarded; and
- (b) any part of a month that is fifteen (15) or more days shall be deemed to be a month.

RPT16.03 For purposes of determining qualification for severance pay and the amount of severance pay to which an employee is entitled, an employee's service shall not include any period when he or she is on leave of absence without pay for greater than thirty (30) days or for a period which constitutes a hiatus in his or her service, such as:

- (a) Political Activity (P.S.A., S. 28.4(4) and S. 28.6)
- (b) Layoff (Article 29 – Surplus Entitlements)
- (c) Educational Leave (P.S.A., R.R.O. 1990, Reg. 977, S.20 and S.21).

RPT16.04 An employee may receive only one (1) termination payment for a given period of service.

RPT16.05 Notwithstanding Article RPT16.04, an employee who has been released in accordance with Article 29 (Surplus Entitlement) and who is subsequently re-appointed within two (2) years may, at his or her option, repay any termination payments received under this Article to the Minister of Finance, and, thereby, restore termination pay entitlements for the period of service represented by the payment.

RPT16.06 An employee, when he or she ceases to be an employee, shall have any accrued severance pay entitlements from his or her service when covered under employee benefits for full-time civil servants of this Memorandum calculated on the basis of his or her salary as though he or she was employed full-time.

RPT16.07 In a case where an employee leaves employment with the Employer and acquires a job with a Crown Agency, the Employer may pay out the termination pay immediately or, by arrangement with the Crown Agency, transfer liability for the termination pay to the Crown Agency, in which case such liability will be assumed by the Crown Agency and the Employer will be relieved from any further obligation in this regard, save and except that where the Crown Agency does not satisfy its obligation, the Employer shall do **so**.

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ARTICLE RPT17 - PAY AND BENEFITS ADMINISTRATION

- RPT17.01 The “basic hourly rate” of pay for part-time civil servants is the basic hourly rate for the class, except where the basic hourly rate for the class does not exist in which case it is the weekly rate of the class divided by thirty-six and one-quarter (36%) or forty **(40)** as applicable.
- RPT17.02 The “weekly rate” of pay for part-time civil servants is the basic hourly rate times the applicable weekly hours of work.
- RPT17.03 “Weekly hours of work shall be the average of the regularly scheduled weekly hours of a position calculated over a period of four **(4)** consecutive weeks.

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PART C: UNCLASSIFIED EMPLOYEES

- UNC1 The only terms of this Memorandum that apply to employees who are not civil servants are those that are set out in Part C.
- UNC2 Articles UNC3 to UNC16 apply only to unclassified employees other than students.
- UNC3 OTHER APPLICABLE ARTICLES
- UNC3.01 (a) The following Articles of this Memorandum shall also apply to unclassified employees other than students:
- | | |
|------------------------------|---|
| Article 1 | Recognition |
| Article 2 | Duration |
| Article 3 | New Employees |
| Article 4 | Grievance Procedure |
| Article 6.03.05 | Overtime |
| Article 8 | Shift Premium |
| Article 10 | Non-Pyramiding |
| Article 13.01 | Leave Without Pay |
| Article 13.03 | Jury and Witness Leave |
| Article 13.04 | Military Service Leave |
| Article 16 | Health and Safety and Video Display Terminals |
| Article 20 | Uniform and Equipment |
| Article 25 | Deduction of Association Dues |
| Article 26 | Personnel File |
| Article 35 | Seniority |
| Article 38 | Letter of Reprimand, Disciplinary Suspension or Dismissal |
| Article 39 | Discipline and Dismissal |
| Article 40.03, 40.05, 40.08, | Posting and Filling of Vacancies or New Positions |
- (b) The following Articles of this Memorandum shall apply to unclassified employees other than students with modifications as set out below:
- | | |
|--------------|---|
| Article 6 | <u>Hours of Work and Work Schedules</u>
Only Articles 6.01.01, 6.01.02, 6.02.05 and 6.02.06 apply. |
| Article 6.05 | <u>On-Call Duty</u>
Applies to full-time unclassified employees only. |

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Article 6.06

Stand-by Time

Applies to full-time unclassified employees only.

Article 9

Time Credits While Travelling

Payment will be substituted for compensating leave. Time will not be credited to the CTB.

UNC4

WAGES

UNC4.01

The rate of the equivalent civil service classification shall apply. If there is no equivalent classification, the rate shall be set by the ministry and the Association shall have the right to negotiate the rate during the appropriate salary negotiations.

UNC4.02

A full-time unclassified employee covered by this Memorandum shall be entitled to the same provisions regarding progression through the salary range and retroactivity of salary revisions as those agreed upon for classified employees under this Memorandum.

UNC5

OVERTIME

UNC5.01

One and one-half (1-1/2) times the basic hourly rate shall be paid for authorized hours of work performed:

- (a) in excess of seven and one-quarter (7-1/4) or eight (8) hours per day, as applicable, where an employee works a regular thirty-six and one-quarter (36-1/4) or forty (40) hour work week, as applicable, or
- (b) in excess of the scheduled hours for an employee who works on a regularly scheduled work day exceeding eight (8) hours (compressed work week arrangement), or
- (c) in excess of an employee's regularly scheduled work week, or
- (d) in excess of thirty-six and one-quarter (36-1/4) or forty (40) hours per week where an employee does not have regularly scheduled work days.

UNC5.02

For clarity, the overtime provisions of UNC5.01 do not apply to employees with positions in Schedule 6. Schedule 6 employees shall be governed by

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Article 6.04 (Overtime – Schedule 6 Employees).

UNC6 REPORTING PAY

UNC6.01 Where an employee reports for work at his or her scheduled starting time and work is not available, or is called and reports to duty and work is not available, he or she shall receive two (2) hours' pay at his or her basic hourly rate.

UNC6.02 Notwithstanding Article UNC6.01, where an employee has been scheduled to work for less than two (2) hours, he or she shall receive payment for the hours scheduled.

UNC6.03 Articles UNC6.01 and UNC6.02 shall not apply where the employee has been notified, at least one (1) hour prior to his or her scheduled starting time not to report for work.

UNC7 HOLIDAYS

UNC7.01 Four percent (4%) of gross pay, not including vacation pay, shall be added to the employee's regular pay to compensate for the holidays as defined in Article 18 (Holidays). When the employee is required to work on any of these holidays, he or she shall be paid two (2) times his or her basic hourly rate for all hours worked in addition to the four percent **(4%)**. However, where the employee's equivalent civil service classification is in Schedule 6, the employee shall receive his or her regular day's pay when required to work on such a holiday in addition to the four percent (4%).

UNC8 VACATION PAY

UNC8.01 Four percent **(4%)** of gross pay shall be added to the employee's regular pay in lieu of vacation leave with pay.

UNC9 BENEFITS - PERCENT IN LIEU

UNC9.01 All unclassified employees shall, upon completion of one (1) month of continuous service, receive in lieu of all employee benefits listed in this Memorandum, save and except holiday and vacation pay, an amount equal to six percent (6%) of their basic hourly rate for all hours worked exclusive of overtime and other premium payments.

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UNC10 ATTENDANCE CREDITS AND SICK LEAVE

UNC10.01 Employees who work thirty-six and one-quarter (36-1/4) or forty (40) hours per week shall earn attendance credits of one and one-quarter (1-1/4) days for each calendar month of full attendance or for each calendar month of leave of absence granted under Article UNC11 (Pregnancy and Parental Leave). Attendance credits may be used for protection purposes only in the event that an employee is unable to attend to his or her official duties by reason of illness or injury. For clarity, attendance credits continue to accrue on a monthly basis if an attendance credit is used for reasons of illness or injury, or while on a leave of absence with pay.

UNC10.02 If an employee is absent for five consecutive working days due to sickness, no leave with pay shall be allowed unless a certificate of a legally qualified medical practitioner is forwarded to the Commissioner or Assistant Deputy Minister (as applicable), certifying that the employee is unable to attend to official duties.

UNC10.03 Notwithstanding the provisions of UNC10.02, the Commissioner or the Assistant Deputy Minister (as applicable) may require an employee to submit the certificate required by UNC10.02 for a period of absence of less than five (5) working days. The cost of the certificate requested shall be borne by the Employer.

UNC10.04 Where, for reasons of health, an employee is frequently absent or unable to perform his or her duties, the Commissioner or the Assistant Deputy Minister (as applicable) may, at the expense of the Employer, require him or her to submit to a medical examination and to release the resulting medical report to the Employer.

UNC11 PREGNANCY AND PARENTAL LEAVE

UNC11.01 Pregnancy and parental leaves will be granted to employees under the terms of the ***Employment Standards Act 2000***. Pregnancy leave shall be granted for up to seventeen (17) weeks and may begin no earlier than seventeen (17) weeks before the expected birth date. Parental leaves shall be granted for up to thirty-five (35) weeks.

UNC12 BEREAVEMENT LEAVE

UNC12.01 An employee who is scheduled to work more than twenty-four (24) hours during a week shall be allowed up to three (3) days of leave of absence with pay in the event of the death of his or her spouse, same-sex spouse, mother, father, mother-in-law, father-in-law, son, daughter, brother, sister,

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ward or guardian.

UNC12.02 An employee who would otherwise have been at work shall be allowed one (1) day leave of absence with pay in the event of the death of his or her sister-in-law, son-in-law, daughter-in-law, brother-in-law, grandparent or grandchild.

UNC12.03 Bereavement leave will not be pro-rated for an employee in a Compressed Work Week arrangement.

UNC13 HEALTH AND SAFETY

UNC13.01 The Employer shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. It is agreed that both the Employer and the Association shall co-operate to the fullest extent possible in the prevention of accidents and in the reasonable promotion of safety and health of all employees.

UNC14 TERMINATION OF EMPLOYMENT

UNC14.01 Employment may be terminated by the Employer at any time with two (2) weeks' notice, or pay in lieu thereof.

UNC15 APPOINTMENT TO THE CLASSIFIED SERVICE

UNC15.01 Where an employee is appointed to the Classified Service and has worked more than twenty-four (24) hours per week on a continuous basis immediately prior to appointment to the Classified Service, the time he or she actually worked within the previous year may be considered to be part of his or her probationary period to a maximum of six (6) months.

UNC15.02 Notwithstanding UNC15.01, where an employee is appointed to the Classified Service as a regular part-time civil servant and has worked at least the minimum hours specified in Article RPT4.01 (RPT Hours of Work) on a continuous basis immediately prior to appointment to the Classified Service, the time he or she actually worked within the previous year may be considered to be part of his or her probationary period to a maximum of six (6) months.

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UNC16 **LAYOFF**

UNC16.01 Unclassified employees in the OPPA Civilian bargaining unit who have been employed continuously in the OPS for at least twelve (12) months, will have the right to apply to restricted competitions for twelve (12) months after the expiry of their contracts.

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PART D: STUDENT EMPLOYEES

- SE1.01 A student is an unclassified employee occupying a “student position” during his or her regular school, college or university vacation period, or in an OPS Special Youth and/or Student Employment Program during his or her regular school, college or university session or vacation period or occupying a “co-operative education student position” under a cooperative education program.
- SE1.02 A “regular vacation period” within the meaning of a student position includes summer vacation, inter-semester breaks, academic breaks, December Holidays, the holidays in Article 18.01 (Holidays) and a period of time of six (6) months following completion of the requirements for graduation from an educational institution.
- SE1.03 A “student position” or “co-operative education student position” is an unclassified position with terms and conditions specifically applicable to students.
- SE1.04 A co-operative educational training program within the meaning of “co-operative education student position” is a co-operative education training program in a college, university or other post secondary institution.
- SE1.05 WAGE RATES
- SE1.05.01 Students in post secondary Co-operative Programs will **be** paid a percentage of the entry level of the appropriate classification specified in this Memorandum, as follows:
- | Work Term | Percentage |
|-----------|------------|
| 1 | 60% |
| 2 | 64 |
| 3 | 68 |
| 4 | 72 |
| 5 | 76 |
| 6 | 80 |
- SE1.05.02 Students in Special Employment Programs shall be paid the minimum wage rate of \$6.85 per hour.
- SE1.05.03 Students in the Ontario/Québec Summer Student Job Exchange Program shall be paid \$8.25 per hour.
- SE1.05.04 Students hired into student positions other than those hired under Articles SE1.05.01, SE1.05.02 and SE1.05.03, shall be paid according to a two-level system.

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SE1.05.05 The Employer will determine the level for each student position, taking into account the different skill levels required and types of employment opportunities for students in their employment within the Ontario Public Service.

LEVEL 1

Jobs under Level 1 will reflect work that is routine and limited in complexity. These jobs may require additional supervision (e.g. team lead) and do not require a special skill level.

LEVEL 2

Jobs under Level 2 will involve work that is more varied and complex in nature. The jobs typically require knowledge from a related area of study and increased level of skills. These jobs require limited supervision as students are required to work independently. If the job requires a license or certificate (e.g. first aid certificate, equipment operator's license/certificate), it is automatically assigned to Level 2.

SE1.05.06 During the term of this Memorandum, rates for these two levels are:

	OPS (except GTA)	GTA
Level 1	\$6.85	\$7.85
Level 2	8.50	9.50

For the purpose of this Article, the GTA shall be deemed to comprise the City of Toronto, the Regional Municipality of Peel, the Regional Municipality of York, the Town of Pickering, and the Town of Whitby.

SE1.05.07 A student hired into a position established in the classified service shall be paid according to the classification range for that position. For greater clarity, this includes students backfilling a classified position during the incumbent's leave of absence and students filling a vacant classified position for a limited duration.

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SEI.05.08 The following Articles shall apply to student employees as defined in Article SEI.01:

Article 1	Recognition
Article 2	Duration
Article 4	Grievance Procedure
Article 25	Deduction of Association Dues

SEI.06 No provisions of this Memorandum, other than those included in this Part shall apply to students.

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PART E: TERM CLASSIFIED EMPLOYEES

TC1.01 The following provisions of this Memorandum apply to term classified employees:

Article 1	Recognition
Article 2	Duration
Article 4	Grievance Procedure
Article 25	Deduction of Association Dues

TC1.02 In no case shall any provision of this Memorandum apply to term classified employees except as provided under Article TC1.01 (Term Classified Employees).

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SCHEDULE I

WAGES

(A) ACROSS-THE-BOARD WAGE INCREASES

The following across-the-board increases apply to all employees with the exception of Communications Operators who were in the OPPA bargaining unit on or after January 3, 2002:

Effective January 3, 2002:

- 1.95% plus 1.55% for productivity improvements and efficiencies

In addition, classified employees who were at the maximum as of January 2, 2002, shall be eligible for a 1% merit increase (merit to the maximum) in accordance with Paragraph (C). Progression through the salary range shall be in accordance with normal pay administration rules.

(B) COMMUNICATIONS OPERATORS

For Communications Operators, a new wage grid will be introduced effective January 3, 2002 including two new steps to the top of each of the Communications Operator 1, 2, and 3 classifications. In each of these classifications, classified employees who reach the maximum of the new wage grids and remain there for 12 months will also be eligible for a 1% merit increase based on satisfactory performance (Merit to the Maximum).

The wage grid will be as follows:

(C) MERIT INCREASE TO THE MAXIMUM – PROCESS – ALL EMPLOYEES EXCLUDING CURRENT COMMUNICATIONS OPERATORS

Effective January 3, 2002, an employee who is at the maximum of the salary range for his or her classification shall be eligible for an increase to his or her rate of pay of 1% over the maximum rate of the classification provided:

- Performance has been satisfactory; and
- The employee had been at the maximum of the unadjusted range for twelve (12) months or more on January 2, 2002.

For employees who have been at the maximum of the unadjusted range for less than twelve (12) months on January 2, 2002, the increase shall be effective twelve (12) months after the employee achieves the maximum of the range, based on satisfactory performance.

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SCHEDULE II

FULL-TIME CLASSIFIED EMPLOYEE BENEFITS

(A) EMPLOYEES' GROUP INSURANCE

Basic Life Coverage

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

Supplementary Life Coverage for Employees

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

Life Insurance for Dependents

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

(B) GROUP LIFE INSURANCE PLAN – G997

Group Insurance Policy G997 in the amount of \$15,000 is a mandatory policy required by the Association for all active employees.

The Employer agrees to deduct from each classified employee's gross paycheque an amount specified in writing by the Association for Group Insurance Policy G997. It is understood that this Policy is exclusively provided and administered by the Association.

The Association agrees to indemnify and save harmless the Employer and its agents for deduction amounts required for the G997 Policy in accordance with this Article.

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(C) HEALTH INSURANCE

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

(D) SUPPLEMENTARY HEALTH AND HOSPITAL INSURANCE

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

The Plan provides coverage for eligible medical expenses as listed in the Plan and effective as soon as possible, will provide coverage of up to one hundred and seventy dollars (\$170) per day for hospital accommodation over and above standard ward coverage, for expenses incurred on, or after that date.

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

Effective as soon as possible, the total prescription cost for claims will be comprised of the drug ingredient cost plus up to eight dollars (\$8.00) per prescription for the pharmacies' professional fee (dispensing fee). Drug coverage under this Article is limited to those drugs/medications which can only be obtained by prescription (i.e., excluding drugs that may be purchased over-the-counter). Payment will be at 90% of the total prescription cost.

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

(E) LONG TERM INCOME PROTECTION PLAN

Effective (Insert Applicable Effective Date For This Group), the Employer will pay ninety percent (90%) of the premium for the Long Term Income Protection Plan and the employee will pay the remaining ten percent (10%).

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

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(F) DENTAL PLAN

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

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

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

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

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

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OPPA CIVILIAN MEMORANDUM OF UNDERSTANDING

- (G) VISION CARE AND HEARING AIDS
- (a) Effective as soon as possible, the Employer agrees to pay one hundred percent (100%) of the monthly premiums for vision care and hearing aid coverage under the Supplementary Health and Hospital Plan. This coverage provides for vision care, (maximum two hundred dollars (\$200.00) per person in any twenty-four **(24)** month period) and the purchase and any repair of hearing aids (maximum of up to three hundred dollars (\$300.00) in any consecutive five (5) year period) equivalent to the hearing aids component of the Blue Cross Extended Health Care Plan.
 - (b) Effective as soon as possible, the plan will provide coverage for the cost of glasses every six **(6)** months for children age twelve **(12)** and under when a prescription change is ordered by an optometrist or ophthalmologist.

NOTE:

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

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OPPA CIVILIAN MEMORANDUM OF UNDERSTANDING

SCHEDULE III

REGULAR PART-TIME CLASSIFIED EMPLOYEE BENEFITS

(A) EMPLOYEES' GROUP INSURANCE

Basic Life Coverage

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

Supplementary Life Coverage for Employees

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

Life Insurance for Dependents

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

(B) GROUP LIFE INSURANCE PLAN – G997

Group Insurance Policy G997 in the amount of \$15,000 is a mandatory policy required by the Association for all active employees.

The Employer agrees to deduct from each classified employee's gross paycheque an amount specified in writing by the Association for Group Insurance Policy G997. It is understood that this Policy is exclusively provided and administered by the Association.

The Association agrees to indemnify and save harmless the Employer and its agents for deduction amounts required for the G997 Policy in accordance with this Article.

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OPPA CIVILIAN MEMORANDUM OF UNDERSTANDING

(C) SUPPLEMENTARY HEALTH AND HOSPITAL INSURANCE

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

The Plan provides coverage for eligible medical expenses as listed in the Plan and in addition effective as soon as possible, will provide coverage of up to one hundred and seventy dollars (\$170) per day for hospital accommodation over and above standard ward coverage, for expenses incurred on or after that date.

Effective as soon as possible, the total prescription cost for claims will be comprised of the drug ingredient cost plus up to eight dollars (\$8.00) per prescription for the pharmacies' professional fee (dispensing fee). Drug coverage under this Article is limited to those drugs/medications which can only be obtained by prescription (i.e., excluding drugs that may be purchased over-the-counter). Payment will be at 90% of the total prescription cost.

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

(D) LONG TERM INCOME PROTECTION PLAN

The Employer will continue to pay ninety percent (90%) of the premium for the Long Term Income Protection Plan and the employee will pay the remaining ten percent (10%) in respect of each month the employee continues to receive LTIP benefits under the plan.

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

(E) DENTAL PLAN

Effective as soon as possible, this plan provides for basic dental care equivalent to the Ontario Blue Cross Basic Dental Care Plan 7 and includes such items as examinations, consultations, specific diagnostic procedures, X-rays, preventive services such as scaling, polishing, and fluoride treatments, fillings, extractions and anaesthesia services, and the application of pit and fissure sealants to primary and permanent teeth surfaces limited to one application per surface per lifetime. This plan also includes benefits equivalent to Rider 1 of the Ontario Blue Cross Basic Dental Care Plan 7 as additions to basic dental plan and

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OPPA CIVILIAN MEMORANDUM OF UNDERSTANDING

includes such items as periodontal services, endodontic services and surgical services, as well as prosthodontic services necessary for relining, rebasing or repairing an existing appliance (fixed bridgework, removable partial or complete dentures).

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

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

NOTE:

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

August 5, 2002

OPPA CIVILIAN MEMORANDUM OF UNDERSTANDING

Letter of Understanding Re: The Amalgamation and Consolidation of OPP Communication Centres

Preamble

- 1 The following addresses the amalgamation and consolidation of Communication Centres across the OPP in support of the implementation of the Government Mobile Communication Project (GMCP).
- 2 The provisions herein are designed to recognize the specialized skills and experience of OPP Communication Operators in these work locations while promoting continuity of police service delivery.
- 3 For the purposes of any amalgamation and consolidation of existing Communication Centres into a Provincial Communication Centre under these provisions, Article 40 (Posting and Filling of Vacancies and New Positions) and RPT3 (RPT Posting and Filling of Vacancies and New Positions) of the OPPA Civilian Memorandum of Understanding will not apply.

Filling of Positions - CLASSIFIED EMPLOYEES

- 4 All classified Communications Operators at closing locations will be offered full-time employment as a Communication Operator at the same classification level at the identified consolidated Provincial Communications Centre. The parties will discuss the treatment of employees on extended leaves of absence on a case-by-case basis.
- 5 Affected classified Communications Operators who have declined employment at the identified consolidated Provincial Communication Centre under Paragraph 4 **will** be offered an opportunity to identify interest in Communication Operator vacancies, at the same classification level, at any other Provincial Communication Centre that has completed consolidation. When filling any such vacancies, those with the greatest number of years of experience as an OPP Communications Operator will be offered positions first.
- 6 Where a classified vacancy in the OPPA Civilian bargaining unit is posted during the six (6) month notice period under Article 29 (Surplus Entitlements), an affected classified Communication Operator may request direct assignment to the position. Such placement shall be contingent on the employee meeting the minimum requirements of the position without training.

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OPPA CIVILIAN MEMORANDUM OF UNDERSTANDING

When the position to which the employee is directly assigned has a lower salary maximum, he or she is entitled to continue his or her current salary during the six (6) month notice period. Thereafter, the employee shall be paid the rate of pay in the salary range for the new position closest to, but not less than, the employee's previous rate of pay. In no case shall the employee's salary exceed the maximum of the new position.

Filling of Positions- UNCLASSIFIED EMPLOYEES

7. Unclassified Communications Operators at a closing location will be offered vacant classified Communication Operator positions at the identified consolidated Provincial Communications Centre following the placement of classified Communications Operators affected by the same regional consolidation, provided he or she has a minimum of one (1) year satisfactory experience as an OPP Communications Operator.

Where the number of unclassified Communications Operators exceeds the number of vacancies, positions will be offered on the basis of years of experience as an OPP Communications Operator. For clarity, those with the greatest number of years of experience will be offered positions first.

Notwithstanding the foregoing in Paragraph 7, available positions will be offered in a manner as to ensure that the appropriate skills mix is obtained to address service requirements (e.g. bilingual operators).

8. Unclassified Communications Operators at the closing location who have not been placed according to Paragraph 7 will be offered an opportunity to identify interest in unclassified Communication Operator contracts, at the same classification level at any Provincial Communication Centre that has completed consolidation, subject to the following conditions:
- the filling of any such contracts will be based on years of experience as an OPP Communications Operator; and
 - the employee must have completed a minimum of one (1) year satisfactory experience as an OPP Communications Operator.

For clarity, those with the greatest number of years of experience will be offered contracts first.

Notwithstanding the foregoing in Paragraph 8, available contracts will be offered in a manner as to ensure that the appropriate skills mix is obtained to address service requirements (e.g. bilingual operators).

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OPPA CIVILIAN MEMORANDUM OF UNDERSTANDING

Surplus - CLASSIFIED EMPLOYEES

- 9 Article 29 (Surplus Entitlements) of the OPPA Civilian Memorandum of Understanding applies to classified Communications Operators who do not accept an offer of employment under Paragraph 4 above. It is understood that Article 30 (Voluntary Exit Option) of the Civilian Memorandum of Understanding shall not apply.

Separation Allowance - CLASSIFIED EMPLOYEES

- 10 The following applies to classified Communications Operators who do not accept an offer of employment under Paragraph 4 above and who do not exercise their rights under Article 29.02 (Enhanced Severance):

Article 29.02 shall be substituted with the following:

- a) Where an employee resigns and his or her resignation takes effect within one (1) month after receiving surplus notice, he or she shall be entitled to a separation allowance of two (2) weeks' salary for each year of continuous service to a maximum of twelve (12) weeks' pay.
- b) Where an employee resigns later than one (1) month after receiving surplus notice, he or she shall be entitled to a separation allowance of four (4) weeks' salary.

An employee who resigns under Paragraph 10 (a) or (b) will forfeit all further entitlements, with exceptions as follows:

- (i) The employee will be eligible to apply to restricted competitions from the last day of work until twenty-four (24) months from the originally projected date of layoff;
- (ii) The remainder of Article 29 (Surplus Entitlements) shall continue to apply; and
- (iii) An employee who resigns shall be considered to have taken pay-in-lieu of notice.

Surplus - UNCLASSIFIED EMPLOYEES

- 11 Unclassified Communications Operators who do not accept an offer of employment under Paragraph 7 or 8 above, will be entitled to sixteen (16) weeks notice pursuant to the Regulations made under the ***Employment Standards Act, 2000***.

Where the total number of unclassified Communication Operators

August 5, 2002

OPPA CIVILIAN MEMORANDUM OF UNDERSTANDING

exceeds the number of unclassified positions available at the time of a regional consolidation, the unclassified employees will be offered the opportunity to be released with sixteen (16) weeks notice in place of another unclassified employee. This is subject to ensuring that the appropriate skills mix is obtained to address service requirements (e.g. bilingual operators).

Recall - CLASSIFIED EMPLOYEES

12 A classified Communications Operator who has been laid off under Paragraph 9 will be offered a Communications Operator position that becomes vacant within twenty-four (24) months after his or her layoff provided that:

- he or she has a minimum of one (1) year's satisfactory experience as an OPP Communications Operator; and
- the position has not been filled pursuant to Paragraphs 4, 5, 7 or 8 above.

For clarity, the repayment obligations under Article 29 (Surplus Entitlements) and Article 31 (Termination Payment) of the OPPA Civilian Memorandum of Understanding apply.

13 Recall under Paragraph 12 will be offered on the basis of years of experience as an OPP Communications Operator. For clarity, those with the greatest number of years of experience will be offered positions first.

Recall - UNCLASSIFIED EMPLOYEES

14 An unclassified Communications Operator who has been released under Paragraph 11 will be offered a Communications Operator position that becomes vacant within six (6) months after his or her release, provided that:

- he or she has a minimum of one (1) year's satisfactory experience as an OPP Communications Operator; and
- the position has not been filled pursuant to Paragraphs 4, 5, 7, 8 or 12 above.

15 Recall under Paragraph 14 will be offered on the basis of years of experience as an OPP Communications Operator. For clarity, those with the greatest number of years of experience will be offered positions first.

16 Where an unclassified employee is re-appointed to a position in the Ontario Public Service prior to the expiry of his or her sixteen (16) weeks notice, he or she shall repay the remaining balance of the sixteen week payment.

August 5, 2002

OPPA CIVILIAN MEMORANDUM OF UNDERSTANDING

Relocation

- 17 A classified or unclassified Communications Operator who accepts an offer of employment under Paragraphs 4, 5, and 7 to a position beyond 40 kilometers is eligible for relocation expenses in accordance with the Employer's Relocation Policy.
- 18 Where the Employer has paid relocation expenses pursuant to these provisions, the employee whose expenses were paid must agree to remain at the Ministry location to which they were moved for a period of at least one (1) year. Where the employee does not remain for the one (1) year period, they will be required to repay all expenses paid under the Relocation Policy.
- 19 Where special circumstances exist and with the approval of the Commissioner, the requirements of Paragraph 18 may be waived.

Signed this 5th day of August, 2002, in Barrie, Ontario

Michele Migus
Lead Negotiator

Corporate Labour Relations/Negotiations Secretariat

Brian Adkin
President
Ontario Provincial Police Association

August 5, 2002

OPPA CIVILIAN MEMORANDUM OF UNDERSTANDING

LETTERS OF INTENT No. █

August 5, 2002

Ontario Provincial Police Association
119 Ferris Lane
BARRIE, Ontario

Attention: Mr. B. Adkin, President

Dear Sir:

RE: COMMUNICATIONS OPERATORS AT THE MAXIMUM ON RANGE AS OF JANUARY 2, 2002

For Communications Operators who had been at the maximum of the unadjusted range for at least twelve (12) months as of January 2, 2002, the following special treatment shall apply based on satisfactory performance:

Communications Operator 1

- Effective January 1, 2002 - move to Step 3 in the new range;
- Effective February 1, 2002 - move to Step 4 in the new range;
- Effective December 31, 2002 - eligible for 1% increase as a Merit to the Maximum.

Communications Operator 2 and 3

- Effective January 3, 2002 - move to Step 4 in the new range;
- Effective February 1, 2002 - move to Step 5 in the new range;
- Effective December 31, 2002 - eligible for 1% increase as a Merit to the Maximum.

All other employees below maximum of the unadjusted range as of January 2, 2002 shall progress through the range in accordance with the normal pay administration rules.

Yours truly,

Michele Migus
Lead Negotiator
Corporate Labour Relations/Negotiations Secretariat

August 5, 2002

OPPA CIVILIAN MEMORANDUM OF UNDERSTANDING

LETTERS OF INTENT No. 2

August 5, 2002

Ontario Provincial Police Association
119 Ferris Lane
BARRIE, Ontario

Attention: Mr. B. Adkin, President

Dear Sir:

The Employer and the Association have agreed that the Employer and the Association will undertake a one-time review of the unclassified staff who are currently performing work on a full-time basis and who will not be impacted by the amalgamation/consolidation of a provincial communication centre.

All members who have worked 1732.75 or 1912 non-overtime hours (as applicable, depending on the normal work hours for their Schedule) on a full-time basis in each of the past two (2) years shall have their circumstances considered.

Following the review, the Employer in consultation with the Association will determine whether any existing unclassified staff should be transferred to classified status in the position which they had been filling. In this case, the Employer may assign an Employee to that identified position in accordance with Article 40 (Posting and Filling of Vacancies or New Positions).

Where more than one unclassified employee has been performing the work of an identified permanent vacant classified position, the position will be offered on the basis of years of experience in that position. For clarity, the employee with the greatest number of years of experience in the position will be offered the position first. Notwithstanding the foregoing, available positions will be offered in a manner as to ensure that the appropriate skills mix is obtained to address service requirements (eg. bilingualism).

The parties will meet within 90 days of ratification of the current Memorandum to begin the review. The Employer agrees that OPPA employees working on this evaluation shall be granted time off with no loss of pay and no loss of credits.

Yours truly,

Michele Migus
Lead Negotiator
Corporate Labour Relations/Negotiations Secretariat

August 5, 2002

OPPA CIVILIAN MEMORANDUM OF UNDERSTANDING

LETTERS OF INTENT No. 3

August 5, 2002

Ontario Provincial Police Association
119 Ferris Lane
BARRIE, Ontario

Attention: Mr. B. Adkin, President

Dear Sir:

The Employer and the Association have agreed that by December 31, 2002, the Employer will undertake a review and assess whether there is a need to update the class standards for the OPC instructors within the OPPA civilian bargaining unit. The Employer will discuss the results of this review with the Association. The Employer agrees that OPPA employees working on this review shall be granted time off with no **loss** of pay and no **loss** of credits.

Yours truly,

Michele Migus
Lead Negotiator
Corporate Labour Relations/Negotiations Secretariat

August 5, 2002

OPPA CIVILIAN MEMORANDUM OF UNDERSTANDING

LETTERS OF INTENT No. 4

August 5, 2002

Ontario Provincial Police Association
119 Ferris Lane
BARRIE, Ontario

Attention: Mr. B. Adkin, President

Dear Sir:

The Employer and the Association have agreed that the Employer will undertake a review of the job evaluation system for the OPPA Civilian bargaining unit. The Employer will consult with the Association at key stages of the review. Following the review, the Employer will determine whether the existing job evaluation system should be maintained, reformed, or replaced. Should the decision be made to introduce a new or reformed system, negotiations will take place between the parties with respect to salaries, in the next round of OPPA Civilian bargaining.

The parties will meet within 90 days of ratification of the current Memorandum to attempt to agree on the process and time frames for completion.

It is understood that employees in the OPPA civilian bargaining unit were covered by a Pay Equity Plan that had achieved Pay Equity compliance. It is therefore agreed that prior to i) the completion of the review and any associated implementation, or ii) December 31, 2004, whichever comes first, neither party shall initiate, pursue or support any challenge to pay equity, including the maintenance of pay equity, whether before the Pay Equity Commission and/or the Pay Equity Hearings Tribunal or in any other forum.

The Employer agrees that OPPA employees working on this evaluation shall be granted time off with no **loss** of pay and no **loss** of credits. The parties will bear their own costs for any external resources they retain. Should the parties be unable to agree on process and time frames, the Employer may elect to proceed with the review and any implementation of a reformed or new job evaluation system. During such time, the Employer will continue to make efforts to resolve the points of disagreement.

Yours truly,

Michele Migus
Lead Negotiator
Corporate Labour Relations/Negotiations Secretariat

August 5, 2002

OPPA CIVILIAN MEMORANDUM OF UNDERSTANDING

LETTERS OF INTENT No. 5

August 5, 2002

Ontario Provincial Police Association
119 Ferris Lane
BARRIE, Ontario

Attention: Mr. B. Adkin, President

Dear Sir:

RE: COMPENSATING TIME BANK ADJUSTMENT FOR 2002

The Employer and the Association have agreed that all overtime hours currently earned as of January 3, 2002 as overtime, time credits while travelling, and holidays shall be credited to the employee's Compensating Time Bank (CTB).

An employee may, at the employee's option, request an immediate payment of all or any portion of accumulated hours currently held and eligible for redemption in accordance with Article 11 (Compensating Time Bank) of the OPPA Civilian Memorandum of Understanding.

If an employee does not elect to be paid out, all unused time will be paid out in February 2003 in accordance with Article 11 (Compensating Time Bank) of the OPPA Civilian Memorandum of Understanding.

Yours truly,

Michele Migus
Lead Negotiator
Corporate Labour Relations/Negotiations Secretariat

August 5, 2002

OPPA CIVILIAN MEMORANDUM OF UNDERSTANDING

LETTERS OF INTENT No. 6

August 5, 2002

Ontario Provincial Police Association
119 Ferris Lane
BARRIE, Ontario

Attention: Mr. B. Adkin, President

Dear Sir:

Re: COMPRESSED WORK WEEK AGREEMENT FOR CIVILIAN OPPA EMPLOYEES

The parties agree to meet and attempt to develop a model compressed work week agreement, including introduction, discontinuance, hours of work and scheduling provisions for civilian employees.

Yours truly,

Michele Migus
Lead Negotiator
Corporate Labour Relations/Negotiations Secretariat

August 5, 2002

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OPPA CIVILIAN MEMORANDUM OF UNDERSTANDING

LETTERS OF INTENT No. 7

August 5, 2002

Ontario Provincial Police Association
119 Ferris Lane
BARRIE, Ontario

Attention: Mr. B. Adkin, President

Dear Sir:

RE: EMPLOYER POLICY ON RELOCATION

This will confirm our understanding reached during negotiations that the Employer's relocation policy will apply to the OPPA civilian bargaining unit as follows instead of moving to 125 kilometers for all purposes:

Where the Employer relocates an operation's headquarters to a location beyond 40 kilometers and a classified employee chooses to accept the change in headquarters, the Employer will pay the employee expenses in accordance with the Employer's Relocation Expense Directives and Guidelines.

Moves as a result of competitions will be considered voluntary, not employer requested. Relocation expenses will be paid, however, if the successful candidate is classified, falls within the area of search and moves more than 125 kilometers to accept the position. If the move is less than 125 kilometers as determined by the Directives and Guidelines, the employee will be required to bear his or her own relocation costs.

Yours truly,

Michele Migus
Lead Negotiator
Corporate Labour Relations/Negotiations Secretariat

August 5, 2002

OPPA CIVILIAN MEMORANDUM OF UNDERSTANDING

LETTERS OF INTENT No. 8

August 5, 2002

Ontario Provincial Police Association
119 Ferris Lane
BARRIE, Ontario

Attention: Mr. B. Adkin, President

Dear Sir:

RE: USE OF TERM _____ |

This will confirm our understanding reached during negotiations that the Employer will employ no more than 20 Term Classified employees within the OPPA Civilian bargaining unit at any one time.

The Employer agrees to notify the OPPA when a Term Classified employee has been hired. Benefits for Term Classified will be provided in accordance with the Regulations to the *Public Service Act, R.S.O. 1990*.

Yours truly,

Michele Migus
Lead Negotiator
Corporate Labour Relations/Negotiations Secretariat

August 5, 2002

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