OTTAWA POLICE SERVICE
SERVICE DE POLICE D'OTTAWA

The Trusted Leader in Policing
Le chef de file de confiance dans la police

Professional Police

Protecting People

January 1, 2025 to December 31, 2029

Collective Agreement

between

Ottawa Police Service Board

and the

Ottawa Police Association

Police Personnel

Date of expiry:
December 31, 2029
(and thereafter until
replaced by a new Agreement)

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GLOSSARY OF TERMS

ASSOCIATION	Means the Ottawa Police Association
BOARD	Means the Ottawa Police Service Board
CHIEF	Means the Chief of Police of the Ottawa Police Service or their designee.
DIRECT ENTRY OFFICERS	Any member coming to the Ottawa Police Service, who will be covered by the collective agreement, who has previous policing service in a recognized police organization. This should include any police service, worldwide. This ensures that persons who come to Ottawa from Great Britain, Australia, or the United States (all examples of current members) are treated consistently. It includes First Nations' police services, Canadian military police, and any other service that is sufficiently similar to a municipal service.
EMPLOYEE	Means an employee of the Ottawa Police Service governed by this Collective Agreement and identified in Appendix "A" (Salary Schedules) of the Collective Agreement
EMPLOYER	Means the Ottawa Police Service Board
POLICE SERVICE	Means the Ottawa Police Service
SENIORITY	Means the length of continuous service with the employer and including prior service recognized with the Gloucester, Nepean, Ottawa or amalgamated Ontario Provincial Police Services.

ARTICLE 1 - RECOGNITION AND SCOPE

1:01 Pursuant to the *Community Safety and Policing Act, 2019*, the Board recognizes the Association as the exclusive bargaining agent for all employees coming within the scope of this Agreement.

1:02 The Board and the Association agree that the terms of this Agreement shall apply to all employees of the Police Service, save and except those excluded by statute or as set forth in this Agreement, or employees of the Police Service covered by a separate Agreement between the Board and the Association.

1:03 The Board and the Association agree that whenever applicable in this Agreement, the singular number shall include the plural and the masculine gender shall include the feminine.

ARTICLE 2 - MANAGEMENT RIGHTS

2:01 The Association acknowledges that, subject to the *Community Safety and Policing Act*, S.O. *2019*, as amended, and Regulations made pursuant thereto, it is the function of the Board and it has the exclusive right to:

(a) maintain order, discipline and efficiency;

(b) hire, discharge, direct, classify, transfer, promote, demote or suspend or otherwise discipline any employee.

2:02 The Board agrees that no member will be dealt with adversely without reasonable cause, and that it will exercise the function outlined in paragraphs 2:01 (a) and (b) fairly, without discrimination and in a manner consistent with this Agreement, the *Community Safety and Policing Act, 2019* and the Regulations made thereunder by the Lieutenant Governor in Council.

ARTICLE 3 - RELATIONSHIP

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

ARTICLE 4 - ASSOCIATION MEMBERSHIP

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

ARTICLE 5 - ASSOCIATION DUES

5:01 That the Board concurs in the existing arrangement whereby the employer shall effect deductions from the regular salary of members of the Association with respect to their Association fees and dues when the employer has been authorized in writing.

5:02 Notwithstanding that a member, while still an employee of the Police Service, is expelled by the Association, in accordance with the provisions of its Bylaws, the employer shall continue to deduct and remit to the Association that portion of the member's salary as is to be paid to the Association as dues.

5:03 That the employer shall deduct from each biweekly pay such sums as the Association may levy from time to time upon such member.

5:04 The deduction hereby authorized under this Agreement shall continue until such time as this Agreement is terminated or unless otherwise instructed by the Association.

5:05 The employer, on a biweekly basis, shall forward to the Association the deductions which have been made for that most recent period.

5:06 The employer shall ensure a check-off authorization form is provided to each new employee at the beginning of their employment and any check-off forms which are duly signed shall then be delivered within ten working days to the Association.

5:07 In respect of the foregoing, the Association agrees to save the employer harmless for any actions brought by or on behalf of a member in respect of the deductions of any such dues or levies.

ARTICLE 6 - BARGAINING

6:01 The Board and the Association agree to bargain in good faith and further agree that should it be necessary to refer any or all matters in dispute to arbitration, it will be done pursuant to the *Community Safety and Policing Act, 2019* of the Province of Ontario.

6:02 The Board and the Association agree that in the event of arbitration, each party will assist the other to ensure that witnesses will be present and every reasonable effort will be made to facilitate and ensure their attendance.

ARTICLE 7 - ACCIDENT, SICKNESS, MATERNITY LEAVE

7:01 WORKPLACE SAFETY AND INSURANCE BOARD

(a) All employees shall be covered by the Workplace Safety and Insurance Board regardless of rank or assigned duties.

(b) Prior to January 1, 2022, where an employee is absent from duty as a result of personal illness or injury arising out of and in the course of their duties within the meaning of the Workplace Safety and Insurance Board, the employee shall be provided with free hospitalization and medical care for any treatment relative to the compensable injury/illness. The Police Service Board agrees that the employee will continue to receive full salary for the period of temporary disablement as determined by the Workplace Safety and Insurance Board.

Effective January 1, 2022, for new and already approved claims, where an employee is absent from duty as a result of personal illness or injury arising out of and in the course of their duties within the meaning of the Workplace Safety and Insurance Board, the employee shall be provided with free hospitalization and medical care for any treatment relative to the compensable injury/illness. The Board will make up the difference between W.S.I.B. Compensation and the regular net pay for the duration of such accident or illness.

(c) An employee may apply for a cash-in-lieu of annual leave credits accumulated while receiving Workplace Safety and Insurance Board benefits. The decision to approve or reject this application is at the sole discretion of the Board and shall not be the subject of a grievance.

(d) Employees absent as a result of a personal injury or accident, as defined in 7:01(b), shall be required to produce a properly completed medical certificate within the first ten (10) days of absence. It shall be required to renew such certificate(s) at the request of the Workplace Safety and Insurance Board at its discretion, and a copy of that certificate shall be delivered by the employee to the Chief.

(e) Effective January 1, 2026, any member that is eligible to receive an unreduced OMERS pension will no longer receive any top up from the Ottawa Police Service Board.

(f) Effective January 1, 2026, any member who has received a top up for a total of 72 months per claim will no longer receive any top up from the Ottawa Police Service Board with respect to any such claim.

(g) Any member who stops receiving WSIB top up who resigns from employment with the Ottawa Police Service will be provided active member health and dental benefits until the member reaches age 65. For certainty, this only applies to such members who resign, and not to members who retire.

7:02 SICK LEAVE

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

(a) Every employee upon joining the Police Service shall be given an advance credit of sixty (60) days leave of absence on account of sickness.

(b) The employee shall not accumulate any additional leave of absence on account of sickness until the completion of the month following the period required to accumulate sixty (60) days leave of absence on account of sickness, the accumulation being based at the rate of one and one half (1½) days per month for each completed month of service

(c) After completing the requirements as set forth in the above paragraph, the rate of accumulation of leave of absence on account of sickness shall be one and one half (1½)

days per month for each completed month of service.

(d) Leave of absence on account of sickness shall be known as "sick leave" and shall be cumulative.

(e) In January of each year, every employee shall be notified of the number of days of sick leave standing to their credit.

(f) Should an employee be absent on sick leave in excess of six (6) consecutive months, the employee shall not accumulate further leave of any kind until they returns to full duty.

(g) The provisions of clause 7:02 (i) and Articles 8 and 9 of this Agreement shall not be subject to change in any way without the approval of two-thirds (2/3) of the employees eligible to participate in the provisions therein established.

INCOME PROTECTION PLAN

7:02 (ii) Applicable to those employees hired after October 15, 1995

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

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

Length of Service	100% Salary (hours)	75% Salary (hours)
Less than 3 months	0	0
3 months but less than 1 year	0	680
1 year but less than 2 years	40	640
2 years but less than 3 years	80	600
3 years but less than 4 years	120	560
4 years but less than 5 years	160	520
5 years but less than 6 years	240	440

6 years but less than 7 years	280	400
7 years but less than 8 years	360	320
8 years but less than 9 years	440	240
9 years but less than 10 years	520	160
10 years but less than 15 years	600	80
15 years and over	680	0

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

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

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

(c) The employer may require the employee to produce a medical certificate after any four individual absences or any one absence or series of absences totaling more than four days in a year.

Effective December 13, 2021, for extended absences the employee will be required to produce a medical certificate within the first five (5) days of any absence. It will be necessary to renew such ccr1ificatc every twenty (20) days thereafter, unless the Chief or his designate is satisfied with the initial certificate indicating the total period of absence and probable date of return to work.

(d) Should an employee be absent on sick leave in excess of 680 hours the employee shall not accumulate further leave of any kind until they return to full duty.

(e) If an employee is off on Income Protection, returns to work and has a reoccurrence of the same illness/injury within thirty (30) working days, for purposes of eligibility for long term disability the date of the initial claim will be the effective date for the waiting period to commence.

(f) An employee on Income Protection in receipt of 75% salary may utilize any accumulated leave credits (vacation, overtime, court time, statutory holiday) to top up to 100% salary.

(g) In extenuating circumstances, special consideration may be given by the Chief for long service employees who have historically demonstrated good attendance but who have utilized all of the Income Protection available in a year, have no other accumulated credits available, and who would be without pay while waiting the eligibility period for long term disability.

(h) Should the employer require a certificate or report from a qualified medical practitioner the Board shall reimburse members for costs incurred to provide such medical certificates or reports.

(iii) Applicable to those employees hired after October 15, 1995, effective January 1, 2026:

a) This article replaces article 7.02 (ii) in its entirety.

b) Each member shall receive a sick leave credit of eight (8) hours for each unbroken month of service with the Service, such credit to be cumulative to the maximum described herein. The annual credit of 96 hours shall be provided in accordance with c) below.

c) The annual credit of 96 hours will be deposited in each member's sick leave bank on the first day of January each year. If a member resigns or is terminated part way through a calendar year, a prorated amount equal to eight (8) hours per month remaining in the year will be recovered from the accumulated sick leave time bank or any other time banks. Likewise, a member being appointed during the calendar year will receive a pro rata sick leave bank entitlement.

d) For the purpose of this Article, service shall not be broken by a member's absence from duty caused by illness, except as provided herein or by injury or accident occurring while on duty or by holidays, vacations or scheduled days off. There shall not be any other accumulation of sick leave credits for any periods of leave of absence or inactive service (including any WSIB or LTD absence), either paid or unpaid. Members who are absent from duty due to disciplinary suspension will not have access to their sick leave credits while suspended. Members shall continue to accumulate sick leave credits while on maternity and parental leave.

e) Every member shall be eligible to receive sick pay, at full salary (including 3/6/9 and all other forms of specialty pay) for any time lost by reason of illness or injury to the full extent of sick pay credits available to them at the time of each absence, except where an award is made under the WSIB.

f) Where a member applies for WSIB, they shall continue to be coded as "WSIB pending" while their claim is adjudicated. If a member applies for WSIB and is approved for loss of earnings benefits, there is no deduction from their sick leave bank.

g) If a member applies for WSIB and is denied loss of earnings benefits, they shall use their sick leave bank to repay the employer for the days coded as "WSIB pending". In the event that the member does not have enough hours to cover the WSIB adjudication period, the member shall be permitted to run a deficit sick bank and the funds shall be recovered at a rate of no less than 48 hours per year automatically deducted from their annual allotment of 96 hours, until paid off.

h) In order to receive sick pay, the member must be absent from work because the member is unable to perform their duties due to injury or illness. The parties agree that a member claiming sick pay is attesting that they are unable to perform their duties due to injury or illness and are therefore entitled to sick pay.

i) The number of hours for which a member receives sick pay shall be deducted from their cumulative sick pay credit, but no deduction shall be made on account of any day on which a member would normally be entitled to be off work. Absence on account of illness for less than a full tour of duty shall be deducted to the nearest quarter (1/4) day basis.

j) To a maximum of six hundred and eighty hours per member over the course of their employment (including any breaks in service), the employer will provide loaned sick leave credits in certain circumstances and only up to the point of LTD eligibility. Loaned sick leave credits provide 100% of full pay. Loaned sick leave credits are provided where the member would otherwise qualify for sick leave and the member satisfies the following requirements:

    a. The member has exhausted all of their existing sick leave credits;

    b. The member will be applying for long term disability benefits or the member requires short term disability income protection for an absence that will not exceed the LTD elimination period (680 hours);

    c. Upon receipt of loaned sick leave credits for short term disability income protection, and upon the member's return to work from the absence, the member shall repay their loaned sick leave credits, at a rate of no less than 48 hours per year automatically deducted from their annual allotment of 96 hours, until paid off.

    d. Upon receipt of loaned sick leave credits for service of the elimination period for LTD, if approved for LTD, the loaned sick leave credits shall be forgiven by the employer upon approval of the LTD application. For clarity, if approved for LTD, any loaned sick leave credits shall be forgiven and repayment will not be required.

e. Where a member is not approved for LTD, the member shall repay their loaned sick leave credits, at a rate of no less than 48 hours per year automatically deducted from their annual allotment of 96 hours, until paid off.

f. The loaned sick leave credits create a deficit in the member's sick leave credit bank at the rate of 100% of the loaned sick leave credits.

g. The member agrees in writing, that if the member leaves employment for reasons other than retirement, then the member will reimburse the employer, or allow the employer to set off against any wages or other sources of funds owed to the member, for any deficit of sick leave credits then outstanding.

k) Not more than sixty-four (64) hours of accumulated but unused sick leave credits may be carried forward from the year in which the credits were earned. Any carried forward sick leave credits will be accumulated in the member's sick leave credit bank.

l) The maximum number of hours which a member can accumulate in their sick leave credit bank is 1560 hours.

m) Should an employee be absent on sick leave in excess of 680 hours, the employee shall not accumulate further leave of any kind until they return to full duty.

n) If any member resigns from the Service or is discharged for cause and later returns to the Service, they shall be considered a new member for the purposes of the cumulative sick pay credit plan.

o) Medical notes or other additional evidence of entitlement to sick leave are not normally required. However, where there are reasonable grounds to do so, the employer can require an employee to substantiate their entitlement to sick leave credits, through the provision of a sick note, the completion of a functional abilities form, and/or a medical questionnaire.

p) Provided that a member retires from the Service, is immediately in receipt of an unreduced OMERS pension and the member has accumulated at least twenty (20) years of continuous service as a member of the Ottawa Police Service, then the member shall be paid for the number of hours in their accumulated sick leave credit bank, to a maximum of 1560 hours. The rate of pay shall be the hourly rate of pay for their rank plus 3/6/9, but no other specialty pay shall apply to this cash pay-out.

q) Any member who has a negative balance of sick leave on retirement will have their deficit set-off against their other time banks and cash payouts. Should a deficit remain after set-off and adjustment against other time banks and cash payouts, a member will not be subject to salary set-off.

Transitional Provisions

r) These provisions only apply to members hired after October 15, 1995 and before January 1, 2026 (the "Transitional Members").

s) Effective January 1, 2026, each Transitional Member shall be credited with 96 hours of sick leave credits in their sick leave banks. In addition, Transitional Members will accumulate sick leave credits starting January 1, 2026 in the normal course.

t) Where a Transitional Member otherwise qualifies for the payment of their accumulated sick leave credit bank, the following process will be followed in order to determine how many sick leave credits are in the member's bank:

a. For the period from January 1, 2026 to the date of the Transitional Members retirement, the balance in the bank will be paid out in accordance with the provisions above. This period referred to as the "A" period;

b. For the period starting when a member commenced employment and ending December 31, 2025, an accumulation will be calculated. This is the "B" period and potentially the "C" period. The maximum "B" period is twenty (20) years. For each Transitional Member, the B period begins when the member commenced employment or January 1, 2006, whichever is later.

c. For the B Period, each years' entitlement is calculated based on the available sick leave usage for that year. A maximum of 64 hours can be accumulated for each year. The actual accumulation for each year shall be calculated by deducting the number of hours of the member's actual IPP usage from 96 hours, subject to a maximum potential accumulation of 64 hours per year. For a year where the member used 96 or more IPP hours, no hours will be accumulated for that year.

d. For periods where there is no sick leave data available (prior to January 1, 2006) the member's average sick leave usage in the B period will be applied to the years in question using the above calculations. For the applicable members, this will be the "C" period.

e. The maximum combined A period, B period, and C period is thirty (30) years. Any excess years are deducted from the B period, starting from the commencement of the member's employment. The A period can exceed the thirty (30) year limit.

f. For example, a Transitional Member commenced employment January 1, 2000

and retires December 31, 2030. At the point of retirement the member had an accumulated sick leave credit balance of 320 hours. The A period is from January 1, 2026 to December 31, 2030 and 320 hours are available to be paid out.

g. The B period for this member runs from January 1, 2006 to December 31, 2025. The B period is therefore 20 years and the initial amount is 1280 hours. From the 1280 hours all IPP hours used by the member in the period from January 1, 2006 to December 31, 2025 is deducted (444 hours in this example). As a result, 836 hours are available to be paid out, in addition to the A period amount.

h. The C period for this member runs from January 1, 2000 to December 31, 2005. The C period is therefore 836 hours divided by 20 years, multiplied by 6 years, providing for 250.8 hours available to be paid out.

7:03 MATERNITY, PARENTAL, AND ADOPTION LEAVE

7:03 (a) Maternity, Parental and Adoption Leave

This Article, in four parts, sets out the leave provided for each of maternity, parental and adoption leave as well as the administrative steps for accessing and returning from any of these leaves. This section will also provide details on the Supplemental Employment Leave Benefit top up. It is understood that throughout this article, reference to the Chief of Police may include a designate for this purpose.

Maternity, Parental and Adoption Leave shall be granted in accordance with the Employment Standards Act, 2000 and the All Families are Equal Act, each as amended from time to time.

This Article comes into effect January 1, 2025. Prior to the date of ratification, Article 7:03 of the 2020-2024 Police Personnel Collective Agreement applies.

(b) General Administration

i. Every employee who has worked continuously for the Employer for at least thirteen (13) weeks will be entitled to leave under this section, subject to the provisions of the Article.

ii. Employees are required to advise the Chief of Police of their selection of either the Standard Parental Leave or the Extended Parental Leave no less than twelve weeks prior to the expected start date of their leave.

iii. If, for any reason, an employee accesses maternity leave earlier than expected, she will advise the Chief of Police of her selection of Standard or Extended Parental Leave intentions as soon as practicable, following the commencement of her maternity leave.

(c) Maternity Leave

i. Maternity leave is available to a biological mother, including a surrogate mother, who is pregnant or has recently given birth and lasts for a period of fifteen (15) weeks.

ii. A female employee who becomes pregnant shall notify the Chief of Police, in writing, of her pregnancy, no less than five (5) months prior to the expected day of the conclusion of her pregnancy, which day shall be verified by a qualified medical practitioner.

iii. The employee will be granted leave without pay upon request, subject to the pay provisions set out in this section.

iv. A female employee may commence maternity leave twelve (12) weeks immediately preceding the expected date of delivery and can end as late as 17 weeks after the actual date of birth.

v. The employer shall not require the female employee to resume her duties for a period of twelve (12) months after the actual day of the conclusion of her pregnancy as confirmed by a statement of a duly qualified medical practitioner.

vi. The periods mentioned in 7:03(a)(i) and 7:03(a)(v) shall be shortened or lengthened if requested by the female employee upon presentation of a statement of a duly qualified medical practitioner in support of such a request or by mutual agreement between the Chief of Police and the female employee for other reasons.

vii. It is agreed that the employee can apply sick leave benefits for salary continuation during the one week bridging period before the commencement of El and top-up entitlements.

viii. The employee on maternity leave will provide the Chief of Police notice, in writing, no less than four weeks prior to the conclusion of her maternity leave whether the employee is returning to active duty or will bridge onto parental leave.

ix. For an employee returning to duty following the conclusion of her maternity leave, it is understood that the Employer will reassign her to the same position held at the commencement of the maternity leave. If the employee was on modified duties prior to the commencement of the maternity leave, the employee will be returned to the position held prior to modified duties.

x. Employees who are in receipt of Employment Insurance ("El"? benefits during maternity leave are entitled to a top-up of 93% of regular weekly earnings in the period preceding commencement of the leave, for the fiffeen (15) week duration of the maternity leave. Employees must prove that they have applied for and are in receipt of El benefits in order to receive payment under this plan.

xi. For the purpose of the maternity leave top-ups, regular weekly earnings shall be based on the member's permanent rank or position. If the member has been in an acting position for a continuous period of six (6) months or more in the six (6) months preceding the start of the maternity leave, the regular weekly earnings will include those related to the acting position. For clarity, if a member, as a result of pregnancy, is accommodated in a position that is not at the same acting rank held for a part of a six month period, then it is assumed that the member's acting position would have satisfied this six month threshold.

xii. Pregnancy related accommodations will be provided in accordance with the Equitable Work Environment Policy and the Ontario Human Rights Code.

(d) Parental Leave

i. Every employee who is a resident of Ontario and who eligible for parental leave under this section has two options:

1. Standard Parental Leave – 35-week duration with Employment Insurance benefits paid at 55% of insurable benefits (subject to Employer top up as set out in this section).

2. Extended Parental Leave – 61-week duration with Employment Insurance benefits paid at 33% of insurable benefits (subject to Employer top up as set out in this section).

ii. Every employee who is a resident of Quebec and who is eligible for parental leave has options in accordance with the Quebec Parental Insurance Plan.

iii. An employee on maternity leave who intends to take parental leave contiguous to her maternity leave, will provide notice, in writing, to the Chief of Police not less than four weeks prior to the commencement of the Parental Leave. At that time the employee will make clear to the Chief of Police her selection of either Standard Parental Leave or Extended Parental Leave.

iv. An employee who is a parent of the child, but who is not the parent on maternity leave, can access all or part of the Parental Leave entitlement and will advise the Chief of Police no less than four weeks prior to the commencement of the Parental Leave, including the employee's selection of either Standard or Extended Parental Leave.

v. It is understood that the Parental Leave period, whether Standard or Extended, may be divided between parents, so long as those selecting the Standard Leave option, combined do not exceed thirty-five (35) weeks or those selecting the Extended Leave option, combined, do not exceed sixty-one (61) weeks.

vi. If both parents are employees of the Ottawa Police Service, each will make clear to the

Chief of Police, no less than four weeks prior to the commencement of the Parental Leave, the division of leave between both employees, including the anticipated start and completion dates of the leave accessed.

vii. For any employee on Parental Leave, it is understood that the employee will provide the Chief of Police no less than four weeks written notice of their intention to return to active duty.

viii. It is understood that the Employer will place the returning employee in the position they held at the time of the commencement of the parental leave.

ix. Members who are in receipt of El benefits during such parental leave are entitled to benefits provided under this plan on the following basis:

1. Members must declare the length of leave they have chosen at the time they notify the Chief of Police of their intention to take such leave.

2. Standard Benefits option (at the 55% El benefit rate): The benefit level paid under this plan is set at ninety three percent (93%) of the employees' regular weekly earnings for the amount of weeks that the employee is approved for from EI (or applicable provincial insurance plan) up to a maximum of 35 weeks;;

3. Extended Benefits options (at the 33% El benefit rate): Total value of the benefits under this option does not exceed the total value of the full thirty five (35) week period of the Standard Benefits option.

x. Should an employee fail to return to work following a maternity or parental leave for the duration for which the employee received top-up payments from the employer during the leave, for reasons other than death, lay-off, or disability, the employee shall be indebted to the Employer for the sum of the top-up payments made during the maternity or parental leave, less applicable statutory deductions.

xi. For the purposes of the parental leave top-ups, regular weekly earnings shall be based on the member's permanent rank or position. If the member has been in an acting position for a continuous period of six (6) months or more in the six (6) months preceding the start of the parental leave, the regular weekly earnings will include those related to the acting position.

xii. If parental leave is being divided between two parents, both of whom are employees in the sworn and/or civilian bargaining units, each employee is entitled to a ten-week top-up period.

(e) Adoption Leave

i. Where a child or children has been placed with an employee, for the purpose of adoption, the provisions set out in the parental leave section will apply.

ii. Employees must prove that they have applied for and are in receipt of El benefits in order to receive payment under this plan.

(f) Continuity of Benefits and Accrual of Seniority

i. The Board shall continue to pay the premiums normally payable by the Board to maintain those fringe benefits to which the employee is entitled for the period of leave taken under these sections.

ii. An employee on maternity or parental leave shall not lose seniority accrual and standing during such leave of absence.

iii. An employee shall not receive sick leave, IPP or compassionate leave pay in accordance with the collective agreement during the period of leave benefits under these sections.

iv. An employee shall receive their entire annual leave allotment in accordance with the collective agreement during the period of leave under these sections.

v. An employee shall receive their statutory holiday allotment on a pro-rated basis adjusted on the basis of the period of total absence within the year in accordance with the collective agreement during the period of leave under these sections.

vi. For clarity, an employee on leave under this section, such leave shall be included for the purpose of calculating any and all entitlements based on years of service. For example , time spent on leaves under these sections shall be counted for the purpose of progression through pay increments below first class/ top of band and will be counted for the purpose of determining seniority, service pay or vacation entitlement (no break of seniority accrual for determining any entitlement).

(g) Return to Work

i. In the event that the employee fails to return to work on the date prescribed for the return, and unless there is some adjustment to the duration of a leave of absence, or some requirement for sick leave as supported by a medical certificate, the absent employee will be contacted by the employer to explain their extended absence. Abilities Management to confirm the arrangements for their return to work.

ARTICLE 8 – TERMINAL ALLOWANCE

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

8:01 ON SEPARATION OTHER THAN DEATH OR RETIREMENT

(a) Every employee shall be entitled to a terminal allowance except employees with less than ten (10) years service.

(b) The terminal allowance shall be fifty percent (50%) of the unused sick leave standing to the employee's credit at the time of separation multiplied by the employee's daily rate of pay at the date of separation.

(c) In the event an employee has not had sufficient length of service to earn sick leave at the normal rate of accumulation (as defined in 7:02 (i) (b)), and is separated from employment, the employee shall repay the employer that portion which is overdrawn calculated on the daily salary of the employee at the time of separation.

(d) That in no case shall the number of days terminal allowance at termination exceed the maximum number of days terminal allowance previously available to employees under their respective Collective Agreements with Gloucester, Nepean or Ottawa Police Services Boards as at December 31, 1994.

8:02 ON DEATH

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

(b) On the date of death the number of days of unused sick leave standing to the employee's credit shall be doubled. The terminal allowance shall be fifty percent (50%) of this number of days multiplied by the employee's daily rate of pay at the date of the employee's death.

(c) That in no case shall the number of days terminal allowance at termination exceed the maximum number of days terminal allowance previously available to employees under their respective Collective Agreements with Gloucester, Nepean or Ottawa Police Services Boards as at December 31, 1994.

8:03 ON RETIREMENT

(a) On retirement, as defined in Article 10, an employee shall be entitled to a terminal allowance.

(b) On the date of retirement, the number of days of unused sick leave standing to the employee's credit shall be doubled. The terminal allowance shall be fifty percent (50%) of this number of days multiplied by the employee's daily rate of pay at the date of the employee's retirement.

(c) That in no case shall the number of days terminal allowance at termination exceed the maximum number of days terminal allowance previously available to employees under their respective Collective Agreements with Gloucester, Nepean or Ottawa Police Services Boards as at December 31, 1994.

ARTICLE 9 – TERMINAL LEAVE PROVISION FOR LONG SERVICE EMPLOYEES

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

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

The benefit may be exercised up to one (1) full year prior to reaching retirement. The employee shall make application for this terminal leave and when the leave is granted, the employee's position shall be deemed to have been vacated and the employee shall be deemed to have retired from the payroll and shall only be entitled to such benefits as are set forth herein. The employee shall be allowed to utilize such leave credits to the maximum outlined in paragraph two of this policy (two hundred sixty (260) days, if qualified). The employee shall not be entitled to any other separation allowance except that if on reaching retirement date as defined in Article 10, the employee still has sick leave credits, those sick leave credits will be paid as a terminal allowance as set forth in Article 8:03.

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

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

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

ARTICLE 10 – RETIREMENT

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

Applicable earnings shall not include overtime and court time. Earnings below the CPP maximum are considered at a premium rate one and one half percent (1½ %) below that for earnings above the CPP maximum for the Board and individual member. The pension benefit is two percent (2%) of final average earnings for each year of credited service, in accordance with OMERS or COSF, integrated with CPP. Credited service is continuous service since date of joining OMERS to retirement date.

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

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

10:04 (Deleted)

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

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

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

10:07 Employees who are enrolled in the City of Ottawa Superannuation Fund shall have the same benefits on the same terms as those contained in the OMERS Type III early retirement supplementary plan including the permanent partial disability provision. That is to say that upon application by the employee, the employer may declare the employee to be unable to perform their duties due to mental or physical incapacity so as to enable the employee to become eligible for a pension on the same terms as if covered by OMERS Type III. Full cost of the implementation including all past service costs and all additional future service contributions are to be assumed by the Board. The contributions of the employees shall be established at a

maximum rate of eight percent (8%) effective January 1, 1985.

Applicable only to employees hired after October 15, 1995:

10:08 At retirement with a non actuarially reduced pension, employees with thirty (30) or more years of service will be entitled to a retirement allowance of two (2) days of pay for each completed year of service to a maximum of sixty (60) days. This provision is deleted effective January 1, 2026.

ARTICLE 11 – SALARIES / PAYMENT OF SALARIES

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

Payment of salaries shall be on a biweekly basis. Under normal circumstances, pay stubs/cheques will be made available the day prior to the payday at the employee's Division no later than 8:00 p.m.

RESPONSIBILITY COMPENSATION

The base salary of each member of the bargaining unit will be adjusted as follows:

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

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

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

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

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

For the purposes of progression through classifications below first class constable rate the parties agree to the following, effective for new hires after January 1, 2018. For the purpose of reclassification, and pursuant to Section 84 of the Ontario *Community Safety and Policing Act, 2019*, a probationary police constable will conclude their probationary period upon completion of twelve months of service.

For the purpose of compensation the following applies. For Uniform members hired after January 1, 2018, annual increments will be adjusted to advance a Fourth Class Constable to Third Class Constable on completion of fifteen (15) months of service; a Third Class Constable to Second Class Constable on completion of thirty (30) months of service; a Second Class Constable to First Class Constable on completion of forty-five (45) months of service.

For clarity, persons below first class constable as at December 31, 2017, will continue on the twelve month cycle up to first class constable and will be in receipt of pay pursuant to the amended classification differentials as set out in this memorandum of agreement.

The salary for a Staff Sergeant is not calculated by applying the increment percentage to the previous rate, and is instead calculated as 126% of the salary of a First Class Constable. For clarity, this change is already reflected in Appendix "A" – Salary Schedules.

Any civilian member transferring into the sworn bargaining unit will follow the longer periods (currently 15 months) for the Fourth, Third and Second Class Constable wage rate. Any other civilian member transferring into the sworn bargaining unit will remain on a 12 month period for the Fourth, Third and Second Class Constable wage rate.

FRONTLINE PATROL PREMIUM

Effective January 1, 2025, members of the Frontline Policing Directorate (FLD) who occupy and are actively employed in positions subject to a platoon shift schedule (rotating day, afternoon, night or fixed shift) are eligible for a Frontline Patrol Premium. This premium will be calculated based solely on the accumulated time a member has been actively employed in a FLD position, and not their total number of years of service. A member will only be eligible for this premium when actively performing duties in a FLD position subject to a platoon shift schedule.
The FLD premium is paid per hour and is paid in the same way as Responsibility Compensation, other than the pay out of the member's accumulated sick leave bank at the time of retirement.

A member will be eligible for this premium in the following amounts once they have accumulated the following number of years of FLD service subject to the above provisions:

(i) Once a member has accumulated 6 years of FLD service, they will be eligible for an additional 3% of a 1st Class Constable's salary;

(ii) Once a member has accumulated 12 years of FLD service, they will be eligible for an additional 5% of a 1st Class Constable's salary;

(iii) Once a member has accumulated 18 years of FLD service, they will be eligible for an additional 7% of a 1st Class Constable's salary;

(iv) Once a member has accumulated 25 years of FLD service, they will be eligible for an additional 10% of a 1st Class Constable's salary.

ARTICLE 12 - HOURS OF WORK

12:01 NORMAL HOURS OF WORK

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

Patrol Division Shift Arrangements

The shift schedule and arrangements are as contained below (in Appendix "C" and "D" of this Collective Agreement):

12:02 PLATOON SHIFT SCHEDULE

Effective January 1, 2011 to July 1, 2017, the 6 Platoon / Fixed Shift Schedule shall be as outlined in Attachment #2.

PREFACE

Effective January 1, 2011 the 6 Platoon / Fixed Shift Schedule shall be as outlined in Attachment #2.

1. Application:

All of the terms and conditions of the Police Personnel Collective Agreement shall apply except as varied below to accommodate the 6 Platoon / Fixed Shift Schedule.

2. Duration of Shift and Deployment of Personnel:

All uniform police personnel assigned to Platoons will be deployed in accordance with the 6 Platoon / Fixed Shift Schedule to either the 6 Platoon Rotation or the Fixed Day Shift Rotation or the Fixed Afternoon Shift Rotation.

The 6 Platoon Rotation (Nights, Afternoons, Days) will follow the rotation identified in Attachment #2 and the schedule will repeat every forty two (42) days.

The Fixed Day Shift Rotation will follow the rotation identified in Attachment #2 and the schedule will

repeat every fourteen (14) days.

The Fixed Afternoon Shift Rotation will follow the rotation identified in Attachment #2 and the schedule will repeat every fourteen (14) days.

In order to effectively manage operational exigencies as they arise, upon approval of the Deputy Chief of Operations, shift starting and finishing times may be adjusted by up to two (2) hours for the Fixed Afternoon Shift rotation and the Afternoon and Night shifts under the 6 Platoon Rotation; and up to one (1) hour for the Day Shift Rotation under the 6 Platoon Rotation as long as the length of the adjusted shift is still in accordance with the approved schedule, and provided at least 72 hours advanced notice is given.

For members who are subject to a protected schedule who are not part of a voluntary specialty unit, with the exception of Canada Day, where a member's rest day is cancelled the member shall be entitled to a lieu day added to their time bank. The lieu day will be treated as a separate category of time bank that is required to be used before other time banks. If the lieu day cannot be used during the calendar year, the member will have the lieu day cashed out. The Emergency Services Unit is excluded from this provision. The Chief of Police retains exclusive authority to cancel rest days.

Shift Schedule:

6 Platoon Rotation (Nights-Afternoons-Days):

Personnel assigned to the 6 Platoon Rotation will work the following number of shifts in each 42-day rotation

Day Shift:

- 7 shifts of ten hours and forty five minutes (10:45) in length from 06:45hrs to 17:30hrs.
- Meal breaks of a duration of forty-five (45) minutes.

Afternoon Shift:

- 7 shifts of ten hours and forty five minutes (10:45) in length from 11:00hrs to 21:45hrs or
- 7 shifts of ten hours and forty five minutes (10:45) in length from 16:45hrs to 03:30hrs.
- The shifts from 11:00 to 21:45 will be at first on a voluntary basis, but if the number of volunteers is insufficient, then the employer may assign no greater than one half (1/2) of the personnel assigned to the Platoon Afternoon Shift to commence at 11:00hrs.
- Meal breaks of a duration of forty-five (45) minutes.

Night Shift:

- 7 shifts of ten hours and forty five minutes (10:45) in length from 20:45hrs to 07:30
- Meal breaks of a duration of forty-five (45) minutes.

Fixed Day Shift Rotation:

Personnel assigned to the Fixed Day Shift Rotation will work the following number of shifts in each 14-day rotation.

- 7 shifts of ten hours and forty five minutes (10:45) in length from 06:45hrs to 17:30hrs.
- Meal breaks of a duration of forty-five (45) minutes.

Fixed Afternoon Shift Rotation:

Personnel assigned to the Fixed Afternoon Shift Rotation will work the following number of shifts in each 14-day rotation.

- 7 shifts of ten hours and forty five minutes (10:45) in length from 11:00hrs to 21:45hrs
- Meal breaks of a duration of forty-five (45) minutes.

Block Training:

- Block training will take place on the members regularly scheduled days of work as per Attachment #2
- There shall be three (3) training days per member, per year of a duration of ten hours and forty five (10:45) each, scheduled on Monday, Tuesday and the following Wednesday of the rotation
- The day scheduled for the Use of Force Requalification will be scheduled by the employer through the Professional Development Centre
- Meal breaks for Training Days are of a duration of one (1) hour.

Meal Breaks:

Where the requirements of the Service do not permit the employee to take any meal break, the employee shall be credited with forty-five (45) minutes overtime and where the employee is able to take twenty-five (25) minutes for a meal break; an employee shall be credited with twenty-five (25) minutes overtime.

3. Leave Credits:

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

Statutory holiday, bereavement, and marriage leave will be deducted as one day for each work day taken regardless of shift length. However when employees are provided payment in lieu of statutory holidays,

the payment will be eight (8) hours for each statutory holiday.

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

Annual Leave shall be selected as per the Police Personnel Collective Agreement Article 15:04. For the purposes of the annual leave draw the group of officers assigned to a Fixed Shift Rotation will be interpreted as a "Platoon".

4. Court Shift Adjustment

Members who are in receipt of a work-related subpoena and/or court notification or who are otherwise required to attend court, and who are regularly scheduled to attend work on either late-afternoons or night shifts will be subject to court-shift adjustments pursuant to Appendix C of this Collective Agreement.

While the court-shift schedule is designed on the basis of the shift rotation for patrol division, it is understood that other sections of the OPS that work a three (3) shift rotation will make their best efforts to modify their shifts in keeping with the following language.

5. Deployment Commitments:

Except in extraordinary circumstances beyond the employer's control the Employer will maintain a minimum overall 6 Platoon/ Fixed Shift constable compliment of four hundred and twenty six (426) positions comprised of three hundred and sixty six (366) positions on the 6 Platoons, a minimum of eighteen (18) officers on the Fixed Day Shift and forty two (42) positions on the Fixed Afternoon Shift which will be comprised of a minimum of twenty four (24) officers.

Notwithstanding the above, changes may be made to the minimum complement commitments by mutual agreement of the parties. In the event that an agreement cannot be reached, the parties may refer the matter to arbitration on an expedited basis with Paula Knopf as the preferred arbitrator. In the event that Paula Knopf is not available on a timely basis and if the parties cannot agree to an alternate third party, either party may give the Solicitor General and the other party a written notice referring the dispute to arbitration. The Solicitor General shall appoint an arbitrator, who shall facilitate a meeting with the parties and render a decision in a timely fashion.

Seniority will be the sole factor in the Employer's selection process in determining Fixed Day and Fixed Afternoon Shift personnel from a list of qualified volunteers. In the event that there are not sufficient qualified volunteers, reverse seniority will be the sole factor used to assign personnel to the Fixed Shifts.

Fixed Shift positions will be staffed with officers capable of performing all duties of the position and working all shifts of the 6 Platoon Rotation. If there are not sufficient volunteers to staff the Fixed Shifts, officers not able to work the 6 Platoon Rotation (Nights, Afternoons and Days) may be accommodated provided they can perform all duties of the position.

6. Patrol Car (ERO) Deployment:

Except in extraordinary circumstances beyond the Employer's control and so long as the 6 Platoon / Fixed Shift Schedule, as negotiated remains in effect, the employer will ensure a minimum of 42 police officers (logged on as performing an ERO function) on duty city-wide twenty four (24) hours a day.

In the event that less than 42 police officers are deployed as per this agreement, the Association may refer the event to arbitration on an expedited basis with Paula Knopf named as the preferred arbitrator. In the event that Paula Knopf is not available on a timely basis and if the parties cannot agree to an alternate third party, either party may give the Solicitor General and the other party a written notice referring the dispute to arbitration. The Solicitor General shall appoint an arbitrator, who shall facilitate a meeting with the parties and render a decision in a timely fashion.

7. Monitoring Committee:

For a period of eighteen (18) months, a joint monitoring committee of an equal number of representatives (3 each) of the Employer and the Association shall be created to review any concerns that may arise regarding the terms set out in this Letter of Understanding.

8. Notice of Desire to Modify, Amend or Change:

Unless otherwise mutually agreed, the parties agree that there will be no activation of this process for change to the 6 Platoon/Fixed Shift Schedule prior to July 01, 2017.

If the 6 Platoon / Fixed Shift Schedule or the provisions contained in it are no longer acceptable, notice must be given to the other party at least six (6) months prior to the proposed effective date for any change. The parties will meet within two (2) weeks of such notification to see if agreement can be reached. If an agreement cannot be reached within a one month period from the date of the initial meeting, the matter may immediately be referred to a third party for resolution. If the parties cannot agree on a third party, either party may give the Solicitor General and the other party a written notice referring the dispute to arbitration. The Solicitor General shall appoint an arbitrator, who shall facilitate a meeting with the parties and render a decision in a timely fashion.

Until the parties mutually agree or a decision is rendered by a third party the current 6 Platoon / Fixed Shift Schedule will remain in place.

6 PLATOON / FIXED SHIFTS SCHEDULE 2011

PLTN	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
A	A	A			A	A	A			A	A				N	N			N	N	N			N	N				D	D			D	D	D			D	D			
B	D	D			D	D	D			D	D				A	A			A	A	A			A	A				N	N			N	N	N			N	N			
D	N	N			N	N	N			N	N				D	D			D	D	D			D	D				A	A			A	A	A			A	A			
C			A	A				N	N			N	N	N			N	N				D	D			D	D	D			D	D			A	A			A	A	A
E			D	D				A	A			A	A	A			A	A				N	N			N	N	N			N	N			D	D			D	D	D
F			N	N				D	D			D	D	D			D	D				A	A			A	A	A			A	A			N	N			N	N	N
	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
D1	D	D			D	D	D			D	D				D	D			D	D	D			D	D				D	D			D	D	D			D	D			
D2			D	D				D	D			D	D	D			D	D				D	D			D	D	D			D	D			D	D	D
A1	A	A			A	A	A			A	A				A	A			A	A	A			A	A				A	A			A	A	A			A	A			
A2			A	A				A	A			A	A	A			A	A				A	A			A	A	A			A	A			A	A	A
Jan-11	31												1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
FEB		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28													
MAR	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31											1	2	3	4	5	6	7	8	9	10	11	12	13
APR	25	26	27	28	29	30													1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
MAY							1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31					
JUN	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30										1	2	3	4	5
JUL	18	19	20	21	22	23	24	25	26	27	28	29	30	31												1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
AUG	29	30	31												1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28
SEP				1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30									
OCT	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31										1	2	3	4	5	6	7	8	9
NOV	21	22	23	24	25	26	27	28	29	30													1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
DEC											1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
Jan-12	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31										29	1

Start Times:

6 Platoon: Days 06.45 to 17.30hrs, Afternoons 11.00 to 21.45hrs, or 16.45 to 03.30hrs, Nights 20.45 to 07.30hrs, Meal Break of a duration of 45 minutes

Fixed Days 06.45 to 17.30hrs, Meal Break of a duration of 45 minutes

Fixed Afternoons: 11:00 to 21:45hrs, Meal Break of a duration of 45 minutes

Block Training Days: As per Appendix "C" - 30hrs. - Monday, Tuesday and the following Wednesday of each Rotation, Meal Break of a duration of 1 hour

12:03 HOURS OF WORK – MEAL BREAK

For employees not assigned to 6 Platoon /Fixed Shift Rotation:

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

12:04 JOB SHARE

(a) The purpose of job sharing is to provide full time employees, with special needs, the opportunity to enjoy a flexible work schedule that will meet those needs. Job sharing allows for two (2) qualified full time employees to share one full-time job which they are each qualified to perform without reducing the efficiency or productivity of the position. Job sharing will not be considered for the purpose of obtaining secondary employment.

(b) Applicants must be employed in the same rank and employed in the same position, having at least three (3) years of seniority with the Service. Job share partners must share the regular hours associated with the position being shared, and must work a minimum of forty (40) hours bi-weekly. Requests for other arrangements may be considered and approval shall be subject to operational feasibility.

(c) Job sharing arrangements will be available for a limited number of positions, not to exceed 1% of the total number of full time equivalencies. Job sharing arrangements will be for an initial one (1) year period and may be renewed by mutual agreement, in writing, between the job sharers, subject to the Chief's approval or that of the Chief's designate.

(d) Requests to job share will be submitted to the applicants' immediate supervisor and forwarded through the chain of command to the Chief or Chief's designate for final approval. Approved job shares will be subject to the terms of this Article. Where in conflict, the terms of this Article will supersede the relevant articles in the Collective Agreement. In all other cases the participant is fully covered under the terms and conditions of the Collective Agreement.

(e) Each participant in a job share will receive gross bi-weekly salary based on hours worked in a pay period. The reconciliation of actual versus required hours worked will be conducted by the Service for all job share participants. Any required adjustment of hours will be made from or to the employee's vacation, overtime, court time, statutory or bank time, on a straight time basis. If there are insufficient hours in these banks, any overpayment will be recovered by deduction from the employee's bi-weekly salary, which deductions the job share partner hereby authorizes as a condition of participating in job share.

(f) Job share partners shall provide advance notification of any schedule changes to their supervisor.

(g) Job share participants working beyond their full tour of duty will be entitled to overtime as per the

collective agreement.

(h) If a call back situation arises, all job share participants are eligible for such call backs in a fair and equitable rotational system.

(i) The court time shall be addressed in accordance with the collective agreement.

(j) Annual leave, sick leave, special leave and statutory holidays credits will be prorated based on the percentage of time worked.

(k) Pension contributions and credits will be adjusted in accordance with OMERS regulations.

(l) Eligibility for Long Term Disability benefits will be determined in accordance with the rules and regulations applicable to the LTD benefit plan.

(m) Eligibility and entitlement for health and welfare benefits are subject to the rules and regulations of the benefit plan negotiated by the Association and the Board.

(n) A minimum of thirty (30) days written notification is required prior to any adjustment to the job share arrangement. Either party may terminate this agreement with at least thirty (30) days written notification. The arrangement is null and void unless the remaining partner is able to find a replacement.

(o) In the event one job share partner does not wish to renew the job share arrangement, such partner will provide no less than ninety (90) days written notice prior to the end of the one (1) year term to the job share partner. The shared position will revert to full-time status, to be retained by the substantive holder. The job share partner shall be assigned to a vacant position, for which they are qualified and based on operational needs.

(p) Job sharing arrangements are subject to adjustment or termination as the requirements of the Service may dictate. Management will provide ninety (90) days written notification of such adjustment or termination to each job share participant. Members may not participate in the job share program for more than five (5) years throughout their career with OPS.

(q) Any job sharing position shall form part of a signed agreement.

ARTICLE 13 - OVERTIME

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

13:02 When an employee is required to be on duty for any period in excess of one-half (½) hour after a normal tour of duty, such time shall accumulate, including the first half hour and be credited to

the employee as overtime.

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

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

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

(b) Otherwise, where an employee's normal tour of duty is changed, in addition to the normal pay or overtime accruing to the employee, the employee shall be entitled to a premium of three-quarter (3/4) of an hour's pay at straight time rate for each hour that the starting time of the employee's normal tour of duty has been changed to a maximum payment of four and one-half (4½) hours.

13:04 ON-CALL

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

An employee placed on call by the Chief/designate will receive one quarter (1/4) of an hour's pay for each hour on call and, if required by the employer to return to work, would be subject to the provisions of article 13:05 while at work, not the one quarter (1/4)) of an hour's pay. However, it is understood that the three (3) hour guarantee for each call back provided in 13:05 would only be applicable once during any 24-hour period of on call and would not apply if the employee is required to return to work more than once during the 24-hour period.

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

13:05 For the purpose of this Agreement, a call-back shall be defined as the recall of an employee to duty after the employee's normal tour of duty and before the employee's next tour of duty other than under the conditions set forth in 13:03. Any recall to duty between midnight and 6:00 a.m. other than a recall to a full tour of duty shall be treated as a call-back and remunerated as set forth in the next paragraph.

In the case where the employee is called back, other than immediately prior to the start of their regular tour of duty, the employee shall be paid at the rate of one and one-half (1½) times the

employee's regular rate of pay for each hour of duty with a minimum guarantee of three (3) hours of duty for the call-back (i.e. a guarantee of 3 hours at one and one-half (1½) times for the call-back).

13:06 That all overtime as presently specified be paid within sixty (60) days at the rate of time and one-half, or granted in lieu time, at one and one-half (1½) hours for each hour so worked.

13:07 (a) For the purpose of lieu time, as specified in 13:06, a bank may be established by individual employees for the purpose of time off in lieu to a maximum of one hundred and twenty (120) straight time hours.

(b) It is recognized that the one hundred and twenty (120) straight time hours for time off in lieu purposes incorporates the Article 14, Court Time, and all references to time off as a result of attending Court. Any "payment" to be received under Court Time will be paid in accordance with the provisions of Article 13, Overtime, with the exception of 14:05 which remains status quo. In the event an employee utilizes the hours accrued the employee may then replenish the hours to the one hundred twenty (120) hours maximum in the future, based on overtime worked.

13:08 The regular hourly rate of an employee shall be calculated by dividing the employee's annual salary by 260.88 days, divided by eight (8) hours.

13:09 Where an employee is required to work overtime on a statutory holiday, the employee will be entitled to a premium payment of one hour (1) for each hour worked or portion thereof following the employee's normal tour of duty.

ARTICLE 14 - COURT TIME

14:01 Court time shall be deemed to be time spent by an employee in off-duty hours in attendance at any court, civil trial, inquest, inquiry or Police trial or hearing (excluding such time required to spend on such tribunal for personal reasons) or any time spent as a result of their service to the Police in litigation of any description.

14:02 When an employee is required to attend court during the employee's normal tour of duty and is prevented from going off duty at the normal time, time in excess of the normal tour of duty shall be credited at time and one-half to the employee's accumulated court time.

14:03 When an employee is required to attend court up to four hours immediately before or after their regular tour of duty, the employee shall be paid from the time required to report to court until the commencement of the employee's regular shift, or from the completion of the regular shift to the completion of the court appearance at time and one-half.

14:04 When an employee is required to attend court in off-duty hours, other than under the provisions

of Article 14:03, the employee shall receive in compensation thereof time and one-half for each hour required in court with a minimum payment of four hours at time and one-half.

14:05 (i) Exclusive of 14:05(ii) and unless otherwise provided in this Agreement, when an employee is required to attend court on any occasion during a period of annual vacation, the employee shall be granted three (3) extra days leave in compensation thereof for each day, or portion thereof, for which the employee may elect to take pay or time off.

(ii) Where an employee has received notification prior to the vacation leave draw that they will be required for court at a future date and elects to draw vacation during the period that they are scheduled for the court appearance(s), then the provisions of Article 14:04 would apply for such court appearance(s), not 14:05(i).

14:06 Any fee received by the employee shall be turned over to the employer, in lieu of court time as herein defined.

14:07 When an employee is required to attend an inquest and when the inquest continues past 12:30 a.m., the employee shall be entitled to an additional four (4) hours pay at time and one-half over and above the entitlement under 14:04.

14:08 Employees shall be reimbursed for any parking expense incurred while attending court, providing they submit proof satisfactory to the employer and in accordance with established procedure.

14:09 (a) Notification of cancellation shall be a minimum of 24 hours prior to the commencement of regular scheduled days off.

For employees on extra days off (i.e. statutory holidays, overtime, oompassionate leave, special leave, court time leave) who are scheduled to appear in court on those days and for employees returning from regular days off to work an afternoon or night shift who have a morning court appearance on that day, where the employee was not previously advised of the cancellation, the employer will leave a message on voice mail by 6 p.m. the night before the scheduled court appearance advising of the cancellation. The employee must check after 6 p.m. to see if there has been a cancellation. If the employee was not previously advised of the cancellation and the cancellation is not recorded on the voice mail and the employee is advised of the cancellation by phone in the morning of the court appearance, the employee will be entitled to two (2) hours pay at straight time. If the employee is not notified of the cancellation and attends court, the provisions of 14.04 would apply.

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

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

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

ARTICLE 15 - VACATION LEAVE

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

(i) On completion of one (1) year of service, and in each subsequent year the employee shall be granted fifteen (15) working days.

Each employee who has not completed one (1) year of service shall be entitled to one and one quarter (1 ¼) of a day for each completed month of service.

(iii) In the year an employee completes ten (10) years of service, and in each subsequent year the employee shall be granted twenty (20) working days.

(iv) In the year an employee completes fifteen (15) years of service and in each subsequent year the employee shall be granted twenty-five (25) working days.

(v) In the year an employee completes twenty (20) years of service the employee shall be granted twenty-six (26) working days.

(vi) In the year an employee completes twenty-one (21) years of service the employee shall be granted twenty-seven (27) working days.

(vii) In the year an employee completes twenty-two (22) years of service the employee shall be granted twenty-eight (28) working days.

(viii) In the year an employee completes twenty-three (23) years of service and in each subsequent year the employee shall be granted thirty (30) working days.

(ix) In the year an employee completes twenty-seven (27) years of service and in each subsequent year thereafter, the employee shall be granted thirty-five (35) working days.

(b) Effective December 31, 2012, for the purpose of calculating the allotment of vacation leave, Direct Entry Officers shall be entitled to vacation based on their total years of service as a Police Officer. This vacation allotment entitlement does not apply to Direct Entry Officers who have had a break in service of more than twenty-four (24) months from their previous police service.

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

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

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

Except as otherwise provided in 15:08, an employee shall take annual vacation in one (1) or more draws. The employee shall make the first draw in the usual manner (in order of seniority) and the subsequent draws (in order of seniority) after the first draw has been completed.

The annual vacation draw shall commence no earlier than the 1st day of May and shall be completed no later than the 30th day of June in each year.

(b) Direct Entry Officers will draw vacation in order of seniority earned with this employer. Notwithstanding the member's seniority position in such a draw, the member's total annual leave entitlement, as determined by Article 15:01(b) above, will be treated as if it was earned as an employee of this employer.

15:05 Where an employee's scheduled vacation is interrupted for a period of five days or more due to illness or injury, the period of such illness/injury shall be considered sick leave. The portion of the employee's vacation that is deemed to be sick leave under the above provisions will not be counted against the employee's vacation credits.

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

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

Applicable only to employees hired after January 1, 2020 :
In the year an employee leaves on retirement with a pension from OMERS or COSF, the employee shall only be entitled to the proportionate amount of vacation leave for that year.

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

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

(i) sick leave with or without pay and/or Workplace Safety and Insurance Board benefits totalling in excess of six (6) uninterrupted months, either solely or in combination;
(ii) any amount of time off on Long Term Disability Leave;
(iii) any period of leave without pay in excess of twenty (20) consecutive days; or,
(iv) as otherwise provided in this Agreement.

ARTICLE 16 - OTHER LEAVES

16:01 BEREAVEMENT LEAVE

An employee shall be granted four (4) working days bereavement leave immediately following the death of a member of the family. The four working days will be taken immediately following the death of a relative, except in exceptional circumstances. In the event of an exceptional circumstance, requests shall not be unreasonably denied. For the purpose of this section family means wife, husband, common-law spouse, child, father, mother, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparents, grandchild or a person standing in loco parentis.

Compassionate leave shall be granted to an employee in the amount of one (1) working day immediately following the death of a grandparent of the employee's spouse.

Common-law spouse is defined as two individuals who cohabitate for a minimum of one year.

Grandparents are defined as the grandmother or grandfather of the employee or the parent of a person standing in loco-parentis to the employee.

16:02 SPECIAL LEAVE

On January 1st in each year, members shall be provided up to two (2) days off with pay (non-cumulative) to be used by a member for attending medical appointments, or to care for, the member or the member's spouse, parents or children. The two (2) days may be used in increments of a half of a full shift for purposes of care or appointments.

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

16:03 RESERVIST LEAVE

Upon approval of the Chief or designate, employees who are active members of the Canadian Forces Reserves shall qualify for Reservist leave. Employees on reservist leave will not accrue

sick leave, annual leave or statutory leave. Seniority shall continue to accrue. Request for such a leave shall be made in writing to the Chief of Police with as much notice as reasonable and practicable. The request, where possible, shall include the start and end dates for the leave. A member who wishes to amend the termination date of the leave of absence shall notify the Chief of Police with two (2) weeks written notice.

16:04 DISCRETIONARY LEAVE

Effective January 1, 2025, for all forms of leave as set out in this collective agreement, a member can book discretionary leave not more than one-hundred-twenty (120) days prior to the date(s) requested. Discretionary leave shall not be canceled with less than fourteen (14) days' notice.

ARTICLE 17 - STATUTORY HOLIDAYS

17:01 All employees coming within this Agreement shall be granted thirteen (14) days leave annually in lieu of the statutory and declared holidays as identified in 17:02.

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

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

17:03 Any employee required to work on a statutory holiday, as defined in 17:02, but excluding the "floating day" in addition to their regular salary shall be credited with one-half (½) hour at straight time rates for each hour so worked, for which an employee can elect to receive either pay or time off in lieu.

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

17:04 Where an employee was unable to utilize any portion of the statutory holiday credits as specified in 17:02, the employee will be paid, by March 31st of each calendar year, any unused credits at the rate of pay the credits were earned.

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

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

ARTICLE 18 - SPECIAL PAY ALLOWANCES

18:01 ACTING RANKS

Acting rank pay shall be paid from the first full assigned shift in the acting assignment onward. For the first four (4) continuous months of an acting assignment, members may cash out any time banks or other entitlements at their permanent or substantive rank rate of pay. After four (4) continuous months of an acting assignment, members may cash out any time banks or other entitlements at the acting rank rate of pay. Members promoted to a higher rank will cash out any time banks or other entitlements at the rate of pay for their rank when the payment is made. The foregoing also applies to the payout of time banks at the end of each calendar year.

18:02 IDENTIFICATION SECTION

(a) All employees attached to the Identification Section who have graduated from a recognized identification and photography course shall be paid 108% of the first class constable rate while so employed in the Identification Section.

(b) All employees attached to the Identification Section who have completed one (1) year of service in the Identification Section shall receive 108% of the first class constable rate while so employed.

18:03 CRIMINAL INVESTIGATOR PAY

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

i) Investigating violations of federal, provincial, and municipal status, or any other investigation as designated by the appropriate authority;

ii) Conducting detailed interviews of involved parties (victims, witnesses and suspects);

iii) Identifying suspects through the detailed analysis of evidence, leads and other investigative techniques;

iv) Determining appropriate charge(s) or other suitable resolution;

v) Preparation and collection of detailed reports and other required documentation (i.e. search warrants, arrest warrants, etc);

vi) Preparation of Crown briefs and the collection of relevant information required for disclosure purposes;

vii) Liaison with members of the Crown Attorney's Office throughout the investigation and trial as required; and,

viii) Liaison with witnesses, victims and members of the Victim Witness Program as required, keeping them informed of the progress of the investigation and court proceedings.

A payment of two dollars ($2.00) per day shall be provided for any constable working in a position/job designated as criminal investigator for a period in excess of ten (10) working days in any calendar year. After a period of twelve (12) months working in such position/job, a constable shall receive 108% of the first class constable rate while in that position/job. If the employee leaves after becoming eligible for the 108% and is later returned to a criminal investigator position/job, the employee shall be paid the 108% while in that position/job.

18:04 TRANSFERS BETWEEN IDENTIFICATION SECTION AND CRIMINAL INVESTIGATOR POSITIONS

In the event that a constable completes one (1) year in a criminal investigator position/job and is subsequently transferred to the Identification Section, the constable shall continue to receive 108% of the first class constable rate.

In the event that the constable completes one (1) year in the Identification Section and is subsequently transferred to a criminal investigator position/job, the constable shall continue to receive 108% of the first class salary.

18:05 UNDERWATER SEARCH AND RECOVERY SQUAD

Any employee who is a member of the Underwater Search and Recovery Squad who is actually diving shall receive in addition to their regular pay, a premium while assigned and actively performing duties in the Marine, Dive and Trail Unit:

(i) Effective January 1st 2025, a premium of 2.5% of 1st Class Constable's salary;

(ii) Effective January 1st, 2027, a premium of 3% of 1st Class Constable's salary;

(iii)Effective January 1st, 2028, a premium of 3.5% of 1st Class Constable's salary;

(iv)Effective January 1st, 2029, a premium of 4% of 1st Class Constable's salary.

18:06 CANINE UNIT

The Board agrees to pay a salary premium of 8% of 1st Class Constable's salary per annum, or a pro rata portion where applicable, to an employee who is a member of the Canine Unit payable as a part of the regular pay cycle. Members of the Canine Unit will not be eligible for overtime for the care of their canines.

18:07 PLAIN CLOTHES ALLOWANCE

Each employee covered by this Agreement who is required to provide and wear ordinary clothing to perform their duties, shall be reimbursed by the Board for expenses incurred in the purchase of such clothing.

Such reimbursement shall be paid quarterly in an amount not to exceed one thousand and twenty-five ($1,025.00) per annum.

Effective January 1, 2025, such reimbursement shall be paid quarterly in an amount not to exceed one thousand two hundred and fifty dollars ($1,250.00) per annum.

Effective January 1, 2028, such reimbursement shall be paid quarterly in an amount not to exceed one thousand five hundred dollars ($1,500.00) per annum.

Should an employee be required to perform their duties and provide and wear ordinary clothing in excess of thirty (30) days in any one calendar year, the employee shall be reimbursed by the Board on a pro rata basis for the period spent.

18:08 DRY CLEANING ALLOWANCE

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

(b) In addition, each employee who is a member of the Mounted Unit, shall receive an extra cleaning allowance of two hundred dollars ($200.00) per annum, or a pro rata portion where applicable to be paid on the first day of December or the nearest pay day in each year.

18:09 SHIFT DIFFERENTIAL

A tour of duty differential shall be paid for regularly scheduled (i.e. not overtime, callback, standby, shift extensions) hours actually worked between 1900 and 0700, irrespective of what name the shift is given.

The tour of duty differential will be paid as the following:

Effective January 1st, 2024

6% of the hourly wage rate of a First Class Constable per hour; or

Effective January 1st, 2026, a tour of duty differential shall be paid for regularly scheduled (i.e. not overtime, callback, standby, shift extensions) hours actually worked between 2100 and 0600, irrespective of what name the shift is given.

The tour of duty differential will be paid as the following:

Effective January 1st, 2026

6% of the hourly wage rate of a First Class Constable per hour; or

18:10 POLICE COLLEGE ALLOWANCE

(a) An allowance of sixty dollars ($60.00) per week shall be paid to each employee attending and residing at a work related training facility.

(b) Any employee attending and residing at a work related training facility for a continuing period in excess of three (3) weeks shall be paid an additional one hundred dollars ($100.00) allowance.

(c) A per diem of fifty dollars ($50.00) shall be paid to an employee for each day that the employee is expected to provide their own meals while attending and residing at a work related training facility.

(d) Any employee required to attend the Ontario Police College in Aylmer, Ontario, will be provided with an allowance of two hundred dollars ($200.00) for each trip to and from Aylmer if the member takes their own vehicle.

(e) Any employee required to attend the Ontario Police College in Aylmer, Ontario, and required to travel in off-duty time shall be provided with eight (8) hours time off in lieu for each trip to or from Aylmer. The employer will only be required to provide such time off for one trip to and from Aylmer for each course/session unless the employee has been

ordered to return by the employer and makes such trip in off-duty time.

18:11 REQUESTS FOR OFF-DUTY POLICE OFFICERS

The parties agree that any and all requests for the services of off-duty police officers to work in that capacity must be made to the Chief. The Chief may then enter into a contract, with the approval of the Board, for the remuneration of the employees concerned. Overtime rates in accordance with Article 13 of this Agreement shall apply. That constables assigned to this special provision of services shall be paid at the rate of first class. Sergeants and Staff Sergeants assigned to this special provision of services will be paid at an overtime rate based on their respective rank. Where the cancelation of these services occurs with less than eighteen (18) hours members will receive 4 hours pay at straight time.

18:12 TRANSPORTATION

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

18:13 PREMIUM PAY FOR TRAINING OR COACH OFFICERS

The employer agrees to pay a premium of fifty dollars ($50.00) per day for each day or part of a day an employee is required to act as recruit coach officer or recruit training officer for the purpose of training new employees.

18:14 OUT OF TOWN TRIPS

(a) When an employee is required to carry out an assignment outside the City of Ottawa, off-duty time spent in travel will be reimbursed at the normal overtime rate to be taken in pay or time off.

(b) Exclusive of trips to Aylmer, Ontario, when an employee is required by the employer to take a course outside of the City of Ottawa, off-duty time spent in travel will be reimbursed at the normal overtime rate but can only be taken on a time off in lieu basis.

(c) When an employee is required to carry out an assignment outside a one-hundred (100) kilometre radius of the 474 Elgin Street Police Station, such employee shall be reimbursed for meals during this time away (breakfast, lunch, dinner) which are not otherwise provided, pursuant to the Treasury Board of Canada rates effective January 1 of the calendar year in which the travel occurred.

Where an employee is attending a course or program, the employee may be required to submit the course brochure or agenda in order to substantiate the need for such meal allowance.

i. Accommodations; the actual amount paid supported by a receipt.
ii. Other expenses directly related to the out of town assignment and supported by receipts.

18:15 OUT OF TOWN ESCORTS

(a) An officer will not return from an out-of-town escort if the driving time would require the officer to work more than 15.5 hours in the 24-hour period. Reasonable accommodations will be paid to allow for proper rest (8 hours) before beginning the return trip; and

(b) An officer will not return from an out-of-town escort if the weather conditions would create driving time which would require the officer to work more than 15.5 hours in the 24-hour period. Reasonable accommodations will be paid to allow for proper rest (8 hours) before beginning the return trip.

18:16 PERSONAL VEHICLE USE

When an employee is required to use their personal vehicle for police service business, they will be reimbursed for mileage pursuant to the National Joint Council published rates as amended from time to time.

18:17 EMERGENCY SERVICES UNIT

While an active member of the Emergency Service Unit (ESU) Team, a member will be eligible for the following premium:

(i) Effective January 1, 2025, 1% of a 1st Class Constable's salary;

(ii) Effective January 1, 2026, 1.5% of a 1st Class Constable's salary;

(iii)Effective January 1, 2027, 2% of a 1st Class Constable's salary.

18:18 BREATH TECHNICAN AND DRUG RECOGNITION EVALUATOR

Effective January 1, 2025, the Board agrees to pay a premium of one thousand two hundred and fifty dollars ($1,250.00) per annum, or a pro rata portion where applicable, to a member who is active and currently involved in conducting breath and drug recognition tests, payable on the first day of December or the nearest pay day.

18:19 TACTICAL OFFICER

An employee who is a member of the Tactical Unit and actively performing duties in a Tactical Unit position will receive in addition to their regular pay, a premium while actively assigned to

the Tactical Unit:

(i) Effective January 1st 2025, a premium of 2.5% of 1st Class Constable's salary;

(ii) Effective January 1st, 2027, a premium of 3% of 1st Class Constable's salary;

(iii)Effective January 1st, 2028, a premium of 3.5% of 1st Class Constable's salary;

(iv)Effective January 1st, 2029, a premium of 4% of 1st Class Constable's salary.

ARTICLE 19 - MEDICAL PLAN

19:01 The employer agrees to pay one hundred percent (100%) of the cost required to fund single or family government medical plan for all employees. Further the employer agrees to contribute towards the premium costs of hospital coverage and extended medical program for each employee on the following basis:

	Medical
Employer	96.44%
Employee	3.56%

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

20:01 The employer agrees to pay the following towards purchases of group life insurance and AD&D for each employee:

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

20:02 The employer agrees to pay one hundred percent (100%) of the cost of the premium for the long term disability insurance.

Effective January 1, 2025, for any new claims, the long term disability insurance provides a benefit equal to sixty six and two thirds percent (66 2/3%) of the employee's monthly salary, to a potential maximum benefit of 109% of the prevailing salary of a Staff Sergeant.

Effective January 1, 2025, for any new claims, the long-term disability insurance benefit will be adjusted for a cost-of-living increase annually on the first day of January to the lesser of 3% or

the previous year annual average Consumer Price Index (CPI) Ontario All Items as reported by Statistics Canada. The adjustment will be made no later than 90 days after the release of annual CPI statistics by Statistics Canada.

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

	Dental
Employer	90.25%
Employee	9.75%

ARTICLE 21 - ASSOCIATION OFFICERS AND SECONDMENT

Full-Time - Executive Officer(s) of the Association

A leave of absence shall be granted for up to four (4) full-time designated Executive Officers for the Association and the Association shall reimburse the employer for costs (including salaries, at the rate designated by the Association, and benefits).

Temporary

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

General

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

ARTICLE 22 - ASSOCIATION DELEGATES

22:01 The employer agrees to allow a reasonable amount of time off with pay for representatives attending Association business, excluding collective bargaining negotiation meetings with the employer, but including attendance at meetings of the Police Association of Ontario and the Canadian Police Association as well as any other Association meetings. This time off will be

provided on the basis that the Association would furnish the names of the delegates to the Chief at least three (3) weeks in advance of the request for time off.

22:02 When a Director of the Ottawa Police Association is attending to Association responsibilities in the City of Ottawa as a result of a Special Investigations Unit call-out, the Director will be deemed to be on duty for the purpose of WSIB.

ARTICLE 23 - EMPLOYEES KILLED ON DUTY

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

(a) The maintenance of the salary of the police officer's rank to the widow/widower or dependant child (as defined by the Workplace Safety and Insurance Board) including regular adjustments as negotiated on an annual basis.

(b) In considering the total income for the purpose of this Article, the amount would be reduced by the amount of any pension from the Workplace Safety and Insurance Board, from COSF, OMERS or from any other source to which the employer had contributed in whole or in part.

(c) If provided to the widow/widower, the arrangement would continue as long as there was a dependant child, as defined by the Workplace Safety and Insurance Board or for five (5) years, whichever is longer. In any event, the arrangement would cease at the time when the deceased police officer would have attained normal retirement age.

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

ARTICLE 24 - GRIEVANCE PROCEDURE

It is the mutual desire of the parties hereto that grievances and complaints relative to this Agreement or working conditions generally shall be addressed as quickly as possible.

The Grievance and Complaint Procedure shall be in accordance with Part XII (Labour Relations) of the *Community Safety and Policing Act, 2019* and the parties hereto agree that when a difference arises between the parties hereto, or those they represent in connection with or relative to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable or any decision or award made subsequent thereto, the provisions of the *Community Safety and Policing Act* will be adhered to.

ARTICLE 25 - LAY-OFF AND RECALL

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

ARTICLE 26 - LEGAL INDEMNIFICATION

26:01 Subject to the other provisions of this Article, an employee charged with and finally acquitted of a criminal or statutory offence, because of acts done in the attempted performance in good faith of their duties as a police officer shall be indemnified for the necessary and reasonable legal costs incurred in the defence of such charges.

26:02 Notwithstanding 26:01, the Board may authorize payment of necessary and reasonable legal costs of an employee pleading or being found guilty of an offence described in 26:01, where the court, instead of convicting the accused, grants them an absolute discharge, provided that the Board accepts the recommendation of the Chief, or an officer designated by them to make such a recommendation that the employee's actions as a police officer in the course of performing their duties were motivated by an intent to do their lawful duty, that such actions do not constitute any of the actions described in 26:03 hereof, and that such indemnification will not in the opinion of the Board reduce respect for law enforcement in the Regional Municipality of Ottawa-Carleton.

26:03 Notwithstanding 26:01, the Board may refuse payment otherwise authorized under 26:01 where the actions of the officer from which the charges arose amounted to a gross dereliction of duty or deliberate abuse of their powers as a police officer.

26:04 Where an employee is a defendant in a civil action for damages because of acts done in the attempted performance in good faith of their duties as an employee, they shall be indemnified for the necessary and reasonable legal costs incurred in the defence of such an action in the following circumstances only:

(a) Where the Board is not joined in the action as a party as set out in the *Community Safety and Policing Act, 2019*, and the Board does not defend the action on behalf of itself and of the employee as joint tortfeasors at the Board's sole expense.

(b) Where the Board is joined as a party or elects to defend the action, but the solicitor retained on behalf of the Board and the employee is of the view that it would be improper for them to act for both the Board and the employee in that action.

26:05 An employee whose conduct is called into question in the course of an inquiry under the

Coroner's Act because of acts done in the attempted performance in good faith of their duties as an employee shall be indemnified for the necessary and reasonable legal costs incurred in representing their interests in any such inquest in the following circumstances only:

(a) Where the Board does not provide counsel to represent the employee at the inquest at the Board's expense;

(b) Where the counsel provided by the Board to represent either or both of them along with the employee is of the opinion that it would be improper for them to act for the Board and the employee in that action.

26:06 Where an employee intends to apply to the Board for indemnification hereunder, the employee shall, within thirty (30) days of being charged or receiving notice of other legal proceedings covered herein, or receiving notice that they will not be represented by counsel retained by the Board, apply in writing to the Board or designated to deal with such applications for approval to retain counsel and approval of the counsel to be so retained. In the event of any dispute concerning the counsel to be retained, the matter shall be resolved by an officer designated by the Board and an employee of the Association Executive designated for that purpose.

26:07 Where the Chief of Police, pursuant to Board policy, elects to provide legal counsel to defend an employee in any legal proceeding covered by this provision, the cost of such counsel is the Board's responsibility irrespective of the outcome of the proceedings and neither the employee nor Board may rely upon the other provisions of this the policy.

26:08 For greater certainty, employees shall not be indemnified for legal costs arising from:

(a) grievances or complaints under the Collective Agreement between the Board and the Association or under the *Community Safety and Policing Act, 2019*;
(b) the actions or omissions of employees acting in their capacity as private citizens;
(c) discipline charges under the *Community Safety and Policing Act, 2019* and regulations thereunder.

26:09 For the purposes of this provision, an employee shall not be deemed to be "finally acquitted" if as a result of charges laid they are subsequently found guilty of, or pleads guilty to, other charges arising out of the same incident or incidents, but nothing in this clause will disentitle the member to consideration under 26:02 hereof.

26:10 For the purposes of this provision, "necessary and reasonable legal costs" shall be based on the account rendered by the solicitor performing the work, subject initially to the approval of the Board and, in the case of dispute between the solicitor doing the work and the Board, assessment on a solicitor and client basis by the assessment officer.

26:11 (a) An employee who is the subject of a hearing before a board of inquiry established by the Ontario Commission on Police Services because of acts done in the attempted performance

in good faith of their duties as a police officer shall be indemnified for the necessary and reasonable legal costs incurred in respect of that hearing only where the Chief has referred a matter to a board of inquiry, or OCCOPS and any successor organization, has ordered a hearing before a board of inquiry pursuant to the *Community Safety and Policing Act, 2019*, and the officer is found not guilty of misconduct under the *Act* by the board of inquiry or a panel of members thereof.

(b) An employee who is the subject of a hearing before a board of inquiry in relation to acts done in their capacity as a private citizen shall be entitled to indemnification where they are found not guilty of misconduct by the board of inquiry pursuant to the *Community Safety and Policing Act, 2019*.

26:12 Where an employee has applied pursuant to 26:06, upon application to the Board by the employee, the Board may provide an advance payment for the employee's necessary and reasonable legal costs as those costs are incurred. Any consideration in this regard would be solely at the discretion of the Board on such conditions and in an amount determined by the Board.

After disposition, if the employee did not meet the criteria for reimbursement as outlined in Article 26 the employee will be required to reimburse the Board for the total amount of any advance payment provided under this clause.

ARTICLE 27 - DURATION OF AGREEMENT

Unless otherwise provided, the terms and conditions of this Agreement shall remain in full force and effect from date of ratification until December 31, 2029 and thereafter until replaced by a new agreement, decision or award. If either party to this Agreement desires to amend or otherwise alter or revise any section, they shall so indicate to the other party in writing not more than one hundred and twenty (120) days and not less than thirty (30) days previous to the expiry date of the said Agreement, their intention to amend, alter or revise this Agreement.

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

Witness the Ottawa Police Service Board, attested to by the hand of its Chair and Executive Director, and the Ottawa Police Association, attested to by the hand of its President.

SIGNED, SEALED and DELIVERED in the City of Ottawa, in the Province of Ontario, this 29th day of January, 2025 in the presence of:

FOR THE BOARD

Salim Fakirani, Chair

Habib Sayah, Executive Director

FOR THE ASSOCIATION

Matthew Cox

Matthew Cox, President

APPENDIX "A" - SALARY SCHEDULES

Effective January 1, 2025 (5.1% increase)

4th Class Constable	
Annual	79,734.65
2 Weeks	3,056.37
Hourly/ 80 hours	38.205

3rd Class Constable	
Annual	91,460.34
2 Weeks	3,505.84
Hourly/ 80 hours	43.823

2nd Class Constable	
Annual	103,186.02
2 Weeks	3,955.31
Hourly/ 80 hours	49.441

1st Class Constable	
Annual	117,256.84
2 Weeks	4,494.67
Hourly/ 80 hours	56.183

Sergeant	
Annual	132,950.85
2 Weeks	5,096.25
Hourly/ 80 hours	63.703

Staff Sergeant	
Annual	147,743.62
2 Weeks	5,663.28
Hourly/ 80 hours	70.791

Responsibility Compensation	**Hourly**
3% (8-16 years)	1.685
6% (17-22 years)	3.371
9% (23 + years)	5.056

Effective July 1, 2025 (1.75% increase)

4th Class Constable	
Annual	81,130.00
2 Weeks	3,109.86
Hourly/ 80 hours	38.873

3rd Class Constable	
Annual	93,060.89
2 Weeks	3,567.19
Hourly/ 80 hours	44.590

2nd Class Constable	
Annual	104,991.77
2 Weeks	4,024.52
Hourly/ 80 hours	50.307

1st Class Constable	
Annual	119,308.83
2 Weeks	4,573.32
Hourly/ 80 hours	57.167

Sergeant	
Annual	135,277.49
2 Weeks	5,185.43
Hourly/ 80 hours	64.818

Staff Sergeant	
Annual	150,329.13
2 Weeks	5,762.39
Hourly/ 80 hours	72.030

Responsibility Compensation	**Hourly**
3% (8-16 years)	1.715
6% (17-22 years)	3.430
9% (23 + years)	5.145

Effective January 1, 2026 (1.75% increase)

4th Class Constable	
Annual	82,549.78
2 Weeks	3,164.28
Hourly/ 80 hours	39.554

3rd Class Constable	
Annual	94,689.45
2 Weeks	3,629.62
Hourly/ 80 hours	45.370

2nd Class Constable	
Annual	106,829.12
2 Weeks	4,094.95
Hourly/ 80 hours	51.187

1st Class Constable	
Annual	121,396.73
2 Weeks	4,653.36
Hourly/ 80 hours	58.167

Sergeant	
Annual	137,644.85
2 Weeks	5,276.17
Hourly/ 80 hours	65.952

Staff Sergeant	
Annual	152,959.88
2 Weeks	5,863.23
Hourly/ 80 hours	73.290

Responsibility Compensation	**Hourly**
3% (8-16 years)	1.745
6% (17-22 years)	3.490
9% (23 + years)	5.235

Effective July 1, 2026 (1.75% increase)

4th Class Constable	
Annual	83,994.40
2 Weeks	3,219.66
Hourly/ 80 hours	40.246

3rd Class Constable	
Annual	96,346.51
2 Weeks	3,693.14
Hourly/ 80 hours	46.164

2nd Class Constable	
Annual	108,698.63
2 Weeks	4,166.61
Hourly/ 80 hours	52.083

1st Class Constable	
Annual	123,521.17
2 Weeks	4,734.79
Hourly/ 80 hours	59.185

Sergeant	
Annual	140,053.63
2 Weeks	5,368.51
Hourly/ 80 hours	67.106

Staff Sergeant	
Annual	155,636.67
2 Weeks	5,965.83
Hourly/ 80 hours	74.573

Responsibility Compensation	**Hourly**
3% (8-16 years)	1.776
6% (17-22 years)	3.551
9% (23 + years)	5.327

Effective January 1, 2027 (1.74% increase)

4th Class Constable	
Annual	85,455.90
2 Weeks	3,275.68
Hourly/ 80 hours	40.946

3rd Class Constable	
Annual	98,022.94
2 Weeks	3,757.40
Hourly/ 80 hours	46.968

2nd Class Constable	
Annual	110,589.99
2 Weeks	4,239.11
Hourly/ 80 hours	52.989

1st Class Constable	
Annual	125,670.44
2 Weeks	4,817.17
Hourly/ 80 hours	60.215

Sergeant	
Annual	142,490.56
2 Weeks	5,461.92
Hourly/ 80 hours	68.274

Staff Sergeant	
Annual	158,344.75
2 Weeks	6,069.64
Hourly/ 80 hours	75.871

Responsibility Compensation	**Hourly**
3% (8-16 years)	1.806
6% (17-22 years)	3.613
9% (23 + years)	5.419

Effective July 1, 2027 (1.76% increase)

4th Class Constable	
Annual	86,959.92
2 Weeks	3,333.33
Hourly/ 80 hours	41.667

3rd Class Constable	
Annual	99,748.15
2 Weeks	3,823.53
Hourly/ 80 hours	47.794

2nd Class Constable	
Annual	112,536.37
2 Weeks	4,313.72
Hourly/ 80 hours	53.922

1st Class Constable	
Annual	127,882.24
2 Weeks	4,901.96
Hourly/ 80 hours	61.275

Sergeant	
Annual	144,998.39
2 Weeks	5,558.05
Hourly/ 80 hours	69.476

Staff Sergeant	
Annual	161,131.62
2 Weeks	6,176.47
Hourly/ 80 hours	77.206

Responsibility Compensation	**Hourly**
3% (8-16 years)	1.838
6% (17-22 years)	3.676
9% (23 + years)	5.514

Effective January 1, 2028 (1.75% increase)

4th Class Constable	
Annual	88,481.72
2 Weeks	3,391.66
Hourly/ 80 hours	42.396

3rd Class Constable	
Annual	101,493.74
2 Weeks	3,890.44
Hourly/ 80 hours	48.631

2nd Class Constable	
Annual	114,505.76
2 Weeks	4,389.21
Hourly/ 80 hours	54.865

1st Class Constable	
Annual	130,120.18
2 Weeks	4,987.74
Hourly/ 80 hours	62.347

Sergeant	
Annual	147,535.86
2 Weeks	5,655.32
Hourly/ 80 hours	70.692

Staff Sergeant	
Annual	163,951.43
2 Weeks	6,284.55
Hourly/ 80 hours	78.557

Responsibility Compensation	**Hourly**
3% (8-16 years)	1.870
6% (17-22 years)	3.740
9% (23 + years)	5.611

Effective July 1, 2028 (1.25% increase)

4th Class Constable	
Annual	89,587.74
2 Weeks	3,434.06
Hourly/ 80 hours	42.926

3rd Class Constable	
Annual	102,762.41
2 Weeks	3,939.07
Hourly/ 80 hours	49.238

2nd Class Constable	
Annual	115,937.08
2 Weeks	4,444.08
Hourly/ 80 hours	55.551

1st Class Constable	
Annual	131,746.68
2 Weeks	5,050.09
Hourly/ 80 hours	63.126

Sergeant	
Annual	149,380.06
2 Weeks	5,726.01
Hourly/ 80 hours	71.575

Staff Sergeant	
Annual	166,000.82
2 Weeks	6,363.11
Hourly/ 80 hours	79.539

Responsibility Compensation	**Hourly**
3% (8-16 years)	1.894
6% (17-22 years)	3.787
9% (23 + years)	5.681

Effective January 1, 2029 (1.25% increase)

4th Class Constable	
Annual	90,707.59
2 Weeks	3,476.99
Hourly/ 80 hours	43.462

3rd Class Constable	
Annual	104,046.94
2 Weeks	3,988.31
Hourly/ 80 hours	49.854

2nd Class Constable	
Annual	117,386.29
2 Weeks	4,499.63
Hourly/ 80 hours	56.245

1st Class Constable	
Annual	133,393.51
2 Weeks	5,113.21
Hourly/ 80 hours	63.915

Sergeant	
Annual	151,247.31
2 Weeks	5,797.58
Hourly/ 80 hours	72.470

Staff Sergeant	
Annual	168,075.82
2 Weeks	6,442.65
Hourly/ 80 hours	80.533

Responsibility Compensation	**Hourly**
3% (8-16 years)	1.917
6% (17-22 years)	3.835
9% (23 + years)	5.752

Effective July, 2029 (1.25% increase)

4th Class Constable	
Annual	91,841.43
2 Weeks	3,520.45
Hourly/ 80 hours	44.006

3rd Class Constable	
Annual	105,347.53
2 Weeks	4,038.16
Hourly/ 80 hours	50.477

2nd Class Constable	
Annual	118,853.62
2 Weeks	4,555.87
Hourly/ 80 hours	56.948

1st Class Constable	
Annual	135,060.93
2 Weeks	5,177.13
Hourly/ 80 hours	64.714

Sergeant	
Annual	153,137.90
2 Weeks	5,870.05
Hourly/ 80 hours	73.376

Staff Sergeant	
Annual	170,176.77
2 Weeks	6,523.18
Hourly/ 80 hours	81.540

Responsibility Compensation	**Hourly**
3% (8-16 years)	1.941
6% (17-22 years)	3.883
9% (23 + years)	5.824

APPENDIX "B" - SUPPLEMENTAL UNEMPLOYMENT BENEFITS (MATERNITY LEAVE)

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

(a) The following group of employees are covered by the plan: all members of the Association as defined by Article 1:02 of the Collective Agreement for Police Personnel.

(b) The plan is to supplement the unemployment insurance benefits received by workers for temporary unemployment caused as follows:

(1) for maternity leave for female employees for a period of fifteen (15) weeks; such plan covering the top up only of unemployment benefits;

(2) for parental leave for male and female employees for newborn and adoption for a period to ten (10) weeks; such plan covering top up only.

(c) Employees must prove that they have applied for and are in receipt of unemployment insurance benefits in order to receive payment under this plan.

(d) The benefit level paid under this plan is set at ninety-three percent (93%) of the employees' regular weekly earnings.

For parental leave, the total amount of the top-up does not increase for extended EI benefits. The value of the top-up will remain the same for standard and extended parental leave.

In any week, the total amount of SUB payments and the weekly rate of UI benefits will not exceed ninety-five percent (95%) of the employees' weekly earnings.

(e) (1) The plan is financed through the employer's general revenues;

(2) SUB payments will be kept separate from payroll records.

(f) The duration of the plan is from June 12, 1991 until revised.

(g) The employer will inform the Canada Employment and Immigration Commission in writing of any changes to the plan within thirty (30) days of the effective date of the change.

(h) Employees do not have a right to SUB payments except for supplementation of UI benefits for the unemployment period as specified in the plan.

(i) Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits will not be reduced or increased by payments received under the plan.

APPENDIX "C" – COURT TIME SHIFT ADJUSTMENTS

Members who are in receipt of a work-related subpoena and/or court notification or who are otherwise required to attend court, and who are regularly scheduled to attend work on either late-afternoons or night shifts will be subject to court-shift adjustments pursuant to the following tables.

Section 1: Late Afternoon Shifts

Members attending court while regularly scheduled to work late afternoon shifts, shall have their series of weekday shifts changed to the early afternoon shift (Monday-Tuesday, or Wednesday-Thursday or Friday). For those attending court on their first day off, the series of late afternoon shifts preceding their day off (Friday-Sunday or Wednesday-Thursday) shall be assigned to the early afternoon shift.

Section 2: Night Shift

Court Attendance While Scheduled for Nights (Single Day Attendance)		
Day of Court Attendance	Regular Shift Assignment	Court Shift Adjustment
Monday	Monday and Tuesday	Monday changed to 19:00 hrs to 01:00 hrs next day. Tuesday would be a regular shift.
Tuesday	Monday and Tuesday	Both Monday and Tuesday changed to 19:00 hrs to 01:00 hrs next day.
Wednesday	Wednesday and Thursday	Wednesday night – 19:00 hrs to 01:00 hrs next day. Thursday night shift would remain as scheduled.
Thursday	Wednesday and Thursday	Both Wednesday and Thursday changed to 19:00 hrs to 01:00 hrs next day.
Friday	Friday, Saturday and Sunday.	Friday night changed to 19:00 hrs to 01:00 hrs next day. Saturday and Sunday shifts would remain as scheduled.

Court Attendance While Scheduled for Nights (Multiple Day Attendance)		
Day of Court Attendance	Regular Shift Assignment	Court Shift Adjustment
Monday and Tuesday	Monday and Tuesday	Both Monday and Tuesday changed to 19:00 hrs to 01:00 hrs next day.
Tuesday and Wednesday	Monday and Tuesday	Both Monday and Tuesday changed to 19:00 hrs to 01:00 hrs next day.
Tuesday and Wednesday	Wednesday and Thursday	Wednesday night changed to 19:00 hrs to 01:00 hrs next day. Thursday night shift would remain as scheduled.
Wednesday and Thursday	Monday and Tuesday	Tuesday night changed to 19:00 hrs to 01:00 hrs on the next day. Monday night shift would remain as scheduled.
Wednesday and Thursday	Wednesday and Thursday	Both Wednesday and Thursday changed to 19:00 hrs to 01:00 hrs next day.
Thursday and Friday	Wednesday and Thursday	Both Wednesday and Thursday changed to 19:00 hrs to 01:00 hrs next day.
Thursday and Friday	Friday, Saturday and Sunday	Friday night changed to 19:00 hrs to 01:00 hrs the next day. Saturday and Sunday night shifts would remain as scheduled.

Court after Nights (Single Attendance)		
Day of Court Attendance	Regular Shift Assignment	Court Shift Adjustment
Monday	Friday, Saturday, Sunday	Sunday night changed to 19:00 hrs to 01:00 hrs the next day.
Wednesday	Monday and Tuesday	Tuesday night changed to 19:00 hrs to 01:00 hrs the next day.
Friday	Wednesday and Thursday	Thursday night change to 19:00 hrs to 01:00 hrs the next day.

Section 3: General Rules

1.0 With the movement of members from Late Afternoon shift to Early afternoon shift, members who are normally assigned on the early afternoon shift may be moved to the late shift on a reverse seniority basis.

2.0 The parties agree that in the event a night or weekend court period is created they will, within fourteen days, meet to negotiate the necessary changes to the court-shift in keeping with the court-shift adjustments as set out above and the principles of health and wellness.

3.0 For members who are required to appear more than twice in a week, their shifts will be adjusted pursuant to a combination of the above tables, as applicable.

4.0 If a member receives notification of court cancellation as per Article 14.09, the member will revert back to their regular shift. If a member receives notification of court cancellation within less than 24 hours, the member remains on modified start time for the entire shift, following which the member reverts back to their next regular shift. The member must complete their entire shift.

LETTERS OF UNDERSTANDING

O.M.E.R.S. Surplus

MEMORANDUM OF UNDERSTANDING

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

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

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

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

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

OTTAWA-CARLETON REGIONAL
POLICE SERVICES BOARD

Dec. 22, 1997
Date

Per: _____

OTTAWA-CARLETON REGIONAL
POLICE ASSOCIATION

10 Dec 97
Date

Per: _____

Salary – Civilian to Police

LETTER OF UNDERSTANDING TO BE INCORPORATED IN COLLECTIVE AGREEMENT

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

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

FOR THE EMPLOYER

FOR THE ASSOCIATION

DATE 8/Jun/98

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

LETTER OF UNDERSTANDING TO BE INCORPORATED IN COLLECTIVE AGREEMENT

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

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

FOR THE EMPLOYER

FOR THE ASSOCIATION

DATE 8/Jun/98

Letters of Understanding as Appendices

LETTERS OF UNDERSTANDING

between the

OTTAWA-CARLETON REGIONAL POLICE SERVICES BOARD

and the

OTTAWA-CARLETON REGIONAL POLICE ASSOCIATION

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

FOR THE EMPLOYER

FOR THE ASSOCIATION

DATE: November 14, 1995

UIC Rebate

LETTER OF UNDERSTANDING

between the

OTTAWA-CARLETON REGIONAL POLICE SERVICES BOARD

and the

OTTAWA-CARLETON REGIONAL POLICE ASSOCIATION

It is agreed that effective October 18, 1995, all employees hired after that date will waive to the employer any future employee UIC rebate that would otherwise be payable to employees. This rebate is provided to the employer in recognition of the changes made to some of the benefit and collective agreement provisions.

FOR THE EMPLOYER

FOR THE ASSOCIATION

DATE: November 14, 1995

Work Location

LETTER OF UNDERSTANDING

between the

OTTAWA-CARLETON REGIONAL POLICE SERVICES BOARD

and the

OTTAWA-CARLETON REGIONAL POLICE ASSOCIATION

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

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

- Exclusive of the transfer of a Division or a section, where the employer is to transfer employees hired prior to January 1, 1995, from their work location as at date of ratification, and the distance of the transfer is greater than the distance between the furthest two Divisions (20km), such transfers shall:

  (a) First be on a volunteer basis.

  (b) If additional transfers are required beyond the distance stated above, such transfers shall be in reverse order of seniority by rank and level.

FOR THE EMPLOYER

FOR THE ASSOCIATION

DATE: November 14, 1995

Benefits for Retirees

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

Benefits for Retirees:

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

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

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

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

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

For The Association

For The Board

Date: Sept. 28, 2001

Administration of Health and Dental Plans

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



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

1. The association will review the existing plans on an ongoing basis for the purpose of identifying cost saving measures which could be incorporated into the extended health and dental plans. This will include the administration of the plans on an administrative services only basis.

2. The association will not make any changes to the current plans or arrangements which may result in increased costs for the employer without the agreement of the employer.

3. The association will also consult with the employer before making changes to the plans which will not impact financially on the employer.

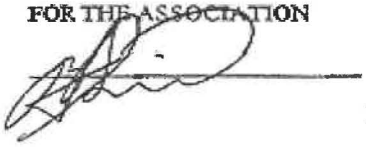
4. Every 6 months commencing in July 2001, the employer will be provided a breakdown (monthly and year to date) of the premiums paid in comparison to the claims expenses for the previous six month period for extended health and dental.

5. On the basis that the association has indicated their intent to have the plans administered on an administrative services only basis effective January 1, 2002, and in that the carrier company has indicated that certain guarantees would be required for a two year period for such an arrangement, the following is agreed to on a without prejudice basis.

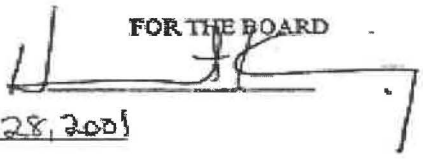
   For the period up to June 30, 2003, in July and January of each year, up to and including July 2003, commencing in July of 2002, the parties will meet to review the premiums paid vs. claims expenses for the extended health and dental plans for the previous full six month period (January to June or July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

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

FOR THE ASSOCIATION



FOR THE BOARD



DATE. Sept. 28, 2001

LTD Policy and Procedures

LETTER OF UNDERSTANDING

between the

OTTAWA-CARLETON REGIONAL POLICE SERVICES BOARD

and the

OTTAWA-CARLETON REGIONAL POLICE ASSOCIATION

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

Eligibility for long-term disability

- LTD benefits to eligible employees will cease the earliest of;

  (a) when the employee no longer qualifies or

  (b) when the employee reaches normal retirement age or

  (c) when the employee is eligible to retiree with a non actuarially reduced pension.

Administration of the long-term disability plan

- Prior to formally making application for long-term disability, the employee must meet with the Occupational Health Specialist of the Human Resources Department for an assessment and to determine any restrictions pertaining to reintegration.

- On an regular basis, and as circumstances require, the Occupational Health Specialist of the Human Resources Department will meet with representatives of the Association and the Carrier Company to discuss details surrounding the claims and any return to work options. It is recognized that ongoing communication amongst the parties will be required.

Reports To Be Provided to The Employer

- A one time only report detailing the history of claims with details of all of those who have been on LTD with the current carrier company.

- An annual financial report outlining the premiums paid, status of reserves, year to date experience, projections, as well as any other relative information. The initial report will be made available as soon as possible.

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

Long-term Disability Rates

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

General - Return to work requirements

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

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

FOR THE EMPLOYER

FOR THE ASSOCIATION

DATE: 10/Dec/97

Long Term Disability

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

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

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

(a) A designated person in the Human Resources Section of the Police Service shall be advised directly by the Association as soon as any application for Long-term disability has been submitted to the carrier company.

(b) The designated person in the Human resources Section may contact the carrier company at any time and obtain information regarding the status of a claim.

(c) Any and all forms relative to a disability claim that are to be completed by the employer shall be forwarded to the Director of Human Resources at the Police Service, who will ensure the forms are completed and returned to the Association for processing.

For The Association

For The Board

Date: Sept. 25, 2001

Sick Leave / IPP

LETTER OF UNDERSTANDING

BETWEEN

THE OTTAWA POLICE SERVICES BOARD

AND

THE OTTAWA POLICE ASSOCIATION

"Police Personnel"

The parties agree that where additional information may be required to support an employee's request for temporary or permanent medical accommodation or workplace modification:

1. the employer shall provide the Ottawa Police Service Functional Abilities Form, attached hereto as Schedule "A", to the employee;

2. the employee is responsible for ensuring that the form is completed by the attending physician and returned to Health, Safety & Lifestyles in a timely manner.

It is understood that individual prognosis and associated limitations/capabilities, concerning employee medical status, support early and safe return to work.

This Letter of Understanding shall, by way of amendment to the current Letter of Agreement, Sick Leave IPP, form part of the Collective Agreement between Ottawa Police Services Board and Ottawa Police Association, Police Personnel.

DATED at Ottawa this 22 day of March, 2010

Ottawa Police Services Board
Chair

Ottawa Police Association
President

OTTAWA POLICE SERVICE FUNCTIONAL ABILITIES FORM

NAME _____ CADRE _____

CONSENT: I hereby authorize my Health Care Professional and the Ottawa Police Service Abilities Management Section, to release to each other medical information required in regards to my current illness/injury for the sole purpose of supporting my absence from work and/or to identify safe and suitable duties upon my return to work.

SIGNATURE _____ DATE _____ _____

- The Ottawa Police Service (OPS) offers accommodated duties to all injured or ill members. This approach extends to members who may be required to attend court during periods of injury or illness. If your patient is totally disabled and unable to participate in accommodated duties, please be prepared to substantiate your patient's absence with objective medical information so our members will not be subjected to a possible loss in pay.

- Once completed please return this form via the Abilities Management Unit confidential fax (613) 760-8052 or via email at AbilitiesManaagement@ottawapolice.ca Alternatively, you can scan and email the form to the Disability Management Specialist assigned to your case. The OPS will provide reasonable reimbursement of any costs associated with the completion of this form.

- I would like to assure both you and your treatment provider that any information you provide will be treated confidentially and only disclosed to the extent necessary to successfully return you to work or to substantiate your continued absence. I look forward to hearing from you to discuss this return to work planning and any other ways that you feel we may be of assistance to you.

A. To be completed by a qualified Health Care Professional:

Date current illness/injury started _____
Date you started treating the patient _____
General Nature of injury/illness _____
Date of assessment _____

B. Use of Force Options includes but is not limited to: OC spray; batons and firearm. When a Police Officer is able carry use of force options, the expectation is the member is fully able to respond/engage as a Police Officer at any given time. It is the duty of members facing a situation to respond in accordance with their training (officer safety, communication and physical control techniques). All sworn members have access to their Use of Force options while at work or off work.

Is the member medically cleared to carry and use their use of force options? Yes / No

Patient can return to work with no restrictions	Patient is capable of returning with restrictions	Patient is medically unable to return to work at this time
☐	☐	☐
If you checked this box, please complete Section F below	If you checked this box, please complete sections C, D, E & F below	If you checked this box, please complete sections C, D, E & F below

C. Return to work status / next appointment: from the date of this assessment, the above will apply for approximately ___ 1 week ____ 2 weeks ___ 3 weeks ____ 4 weeks

Recommended hours of work

- ☐ Full time regular hours
- ☐ Modified hours _____
- ☐ Graduated hours _____

Start Date _____
Date of next appointment to review Abilities and/or Limitations _____

D. Physical restrictions:	Full Abilities	Limitations / Restrictions – please provide details
Walking		
Standing		
Sitting		
Lifting floor to waist		
Lifting waist to shoulder		
Lifting / Work at or above shoulder		
Ability to use hands		
Ability to use arms		
Gripping / Pinching		
Pushing		
Pulling		
Bending / Twisting		
Ability to operate motor vehicle / Police vehicle		
Medication related		
Other		

E. Non-Physical restrictions	Full Abilities	Limitations / Restrictions – please comment
Self - supervision		
Supervision over others		
Deadline pressures		
Attention to detail		
Ability to multi task		
Exposure to distracting stimuli		
Work with others		
Exposure to emotional situations		
Exposure to confrontational situations		
Problem solving / Decision making		
Memory		
Verbal communication		
Reading / Writing		
Computer work		

Additional limitations or comments:

_____

_____

_____

_____

F. Health Care Professional's Name (please print) _____

Signature _____ Date _____

Health Care Professional's Designation

□ Physician □ Physiotherapist □ Chiropractor □ Other _____

Address _____ Telephone _____

Date form was completed _____

Extended Health Plan and Premiums

LETTER OF UNDERSTANDING

BETWEEN

THE OTTAWA POLICE SERVICES BOARD

AND

THE OTTAWA POLICE ASSOCIATION

Extended Health Plan and Premiums

It is understood and agreed that effective January 1, 2002, any and all claims and administrative expenses (as well as any other related costs) relative to the 100% employee funded benefit plan improvements which were introduced by the association effective january1, 1999 (identified below) will be tracked separately from the other extended health provisions which are cost shared by the employer.

Benefit Plan Improvements which were introduced effective January 1, 1999

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

FOR THE BOARD

FOR THE ASSOCIATION

DATE: December 7, 2001

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

LETTER OF UNDERSTANDING

between the

OTTAWA-CARLETON REGIONAL POLICE SERVICES BOARD

and the

OTTAWA-CARLETON REGIONAL POLICE ASSOCIATION

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

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

FOR THE EMPLOYER

FOR THE ASSOCIATION

DATE: November 14, 1995

Retirement – Article 10:08

LETTER OF UNDERSTANDING

between the

OTTAWA-CARLETON REGIONAL POLICE SERVICES BOARD

and the

OTTAWA-CARLETON REGIONAL POLICE ASSOCIATION

Re: Article 10:08

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

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

FOR THE EMPLOYER

FOR THE ASSOCIATION

DATE: November 14, 1995

Collective Bargaining

LETTER OF UNDERSTANDING

between the

OTTAWA-CARLETON REGIONAL POLICE SERVICES BOARD

and the

OTTAWA-CARLETON REGIONAL POLICE ASSOCIATION

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

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

FOR THE EMPLOYER

FOR THE ASSOCIATION

DATE: November 14, 1995

Hours of Work – Article 12

LETTER OF UNDERSTANDING

between the

OTTAWA-CARLETON REGIONAL POLICE SERVICES BOARD

and the

OTTAWA-CARLETON REGIONAL POLICE ASSOCIATION

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

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

FOR THE EMPLOYER

FOR THE ASSOCIATION

DATE: November 14, 1995

Extended Leave of Absence

LETTER OF UNDERSTANDING

between the

OTTAWA-CARLETON REGIONAL POLICE SERVICES BOARD

and the

OTTAWA-CARLETON REGIONAL POLICE ASSOCIATION

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

"The Board will develop a policy on extended leave of absence for employees requesting such leave to be on a deferred salary basis, with the details of the Plan to be worked out by the Parties, including: that the principle purpose of the leave will NOT be gainful employment outside the Unit; that the employee prior to such application, must be a First Class Constable or higher rank; that the employee be paid 80% of the basic salary of his/her rank and to forego 20% of the basic salary of his/her rank for each of the 4 years during which he/she is not on leave of absence and that such salary may be 3 years deferred over 4 years, with the appropriate percentage change.

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

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

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

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

FOR THE EMPLOYER

Marion Dewar

FOR THE ASSOCIATION

DATE: November 14, 1995

Change to Articles 8 and 9 and clause 7:02

LETTER OF UNDERSTANDING

between the

OTTAWA-CARLETON REGIONAL POLICE SERVICES BOARD

and the

OTTAWA-CARLETON REGIONAL POLICE ASSOCIATION

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

FOR THE EMPLOYER

FOR THE ASSOCIATION

DATE: November 14, 1995

Job Sharing Program

LETTER OF UNDERSTANDING

between the

OTTAWA-CARLETON REGIONAL POLICE SERVICES BOARD

and the

OTTAWA-CARLETON REGIONAL POLICE ASSOCIATION

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

FOR THE EMPLOYER

FOR THE ASSOCIATION

DATE: November 14, 1995

Administration and Payout of Time Banks 2003

LETTER OF UNDERSTANDING

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

and the

OTTAWA POLICE ASSOCIATION
(hereafter called "the Association")

RE: ADMINISTRATION & PAYOUT OF TIME BANKS

PREFACE

Recognizing that:

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

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

TERMS AND CONDITIONS

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

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

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

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

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

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

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

C) Annual Leave

1. Except as provided below, employees must select all of their annual leave in the leave draw, and all annual leave must be taken as time off in the year it is earned.

2. All employees may be permitted to hold back up to five (5) days of their annual leave for the purpose of taking one (1) day leaves throughout the year at the discretion of their supervisor. The provisions of Article 14.05 (Sworn) and 11(c) (Civilians) will not apply to any leave taken under this provision.

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

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

4. An employee must exhaust any carryover of the previous year's annual leave in one of the following ways:

   a) the employee may request that any portion of the carried over annual leave be taken as time off prior to June 1 of the year following the year in which the credits were earned; or
   b) the employee may request a voluntary payout of any portion of the carried over annual leave at any time prior to June 1 of the year following the year in which the credits were earned, and such payout will be provided; or
   c) Upon sufficient notice prior to June 1 of the year following the year in which the credits were earned, the employee may request that any portion of the carried over annual leave be taken as time off on or after June 1st of the year following the year in which the credits were earned.

5. Any unutilized credits remaining in the employee's bank as of June 1st of the year following the year in which the credits were earned will be paid out, excluding those requests which have been approved for time off under 4a) or 4c) above.

D) Rate of Payouts

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

E) Grandfathered Banks

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

   - GA – representing grandfathered annual leave from pre-2003; and
   - GS – representing grandfathered statutory holidays from pre-2003.

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

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

3. Employees can request a voluntary payout of any portion of the three grandfathered banks (including the grandfathered Annual Leave bank) at any time prior to December 31, 2010, and such payout will be provided.

4. Employees can request that any portion of the three grandfathered banks be used for time off purposes. Subject to operational and financial considerations, management shall make reasonable efforts to approve requests for time off.

5. Employees with a grandfathered Overtime/Court Time bank must draw down the grandfathered OT/Court Time bank first (for either pay or time off purposes) before accessing the regular OT/Court Time bank which is capped at 120 straight time hours.

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

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

FOR THE POLICE SERVICE

Date: 2003-05-01

FOR THE POLICE ASSOCIATION

Date: 01 May 2003

Annual Leave Draw Pilot Program

LETTER OF UNDERSTANDING

BETWEEN

THE OTTAWA POLICE SERVICES BOARD
(The Employer)

AND

THE OTTAWA POLICE ASSOCIATION
(The Association)

Re: Annual Leave Draw Pilot Program

The parties agree to change the timing of the annual leave draw from October-December to May-June on a two year trial basis. The start of annual leave draw for the 2018 vacation year will remain in October-December, 2017.

The first pilot draw will be for the 2019 vacation year with the draw commencing in May-June, 2018. The draw for 2020 will be held in May-June of 2019.

Representatives of the Employer and the Association will meet to discuss the details regarding implementation of the draw for the 2019 vacation year.

The parties shall, no later than six (6) months following the end of this pilot, review the effectiveness of the change for the purpose of assessing the possibility of continuing this arrangement.

If no agreement can be reached, the vacation draw would revert to October-December in 2020 for the 2021 calendar year.

FOR THE POLICE SERVICES BOARD

Eli El-Chantiry

Date: April 15, 2022

FOR THE ASSOCIATION

Matt Skof

Date: 15 April, 2022

Interpretation – Court time provisions

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

In order to resolve some specific past grievances and some interpretation issues arising from the awarded court time provisions in the arbitration award dated October 5, the parties do hereby agree as follows:

- Resolve outstanding past court time grievances related to 11:00 a.m. and 12:00 p.m. start times by provided 6 hours pay for the 11:00 a.m. starts and 8 hours pay for the 12:00 p.m. starts.

- Change language in awarded article 14.03 to read: "When an employee is required to attend court up to three hours immediately before or after his/her regular tour of duty , the employee shall be paid from the time required to report to court until the commencement of the employee's regular shift, or from the completion of the regular shift to the completion of the court appearance at time and one-half

- change language in awarded article 14.04 to read: "When an employee is required to attend court in off-duty hours, other than under the provisions of article 14.03, the employee shall receive in compensation thereof time and one-half for each hour required in court on that day with a minimum payment of four hours at straight time."

FOR THE ASSOCIATION

FOR THE BOARD

DATE: April 7th, 2005

Joint Committee – Cadet Classification

LETTER OF UNDERSTANDING

BETWEEN

THE OTTAWA POLICE SERVICES BOARD
(The Employer)

AND

THE OTTAWA POLICE ASSOCIATION
(The Association)

Re: CADET CLASSIFICATION JOINT COMMITTEE

The parties agree to form a joint committee for the purpose of discussing the creation of a Cadet classification. The committee will submit its recommendations to the Chief and Association President for consideration, such recommendations to be submitted by May 31, 2014

FOR THE POLICE SERVICES BOARD

FOR THE ASSOCIATION

Date: 07 April 2014

Date: 07 Apr 2014

Joint Committee – Court Time

LETTER OF UNDERSTANDING

BETWEEN

THE OTTAWA POLICE SERVICES BOARD
(The Employer)

AND

THE OTTAWA POLICE ASSOCIATION
(The Association)

Re: JOINT COMMTITEE REVIEW OF COURT TIME- SWORN AND CIVILIAN

The parties agree to form a joint committee for the purpose of discussing methods of addressing member concerns surrounding attendance in court while on night shift, annual vacation, early release of subpoenas and subpoenas with multiple court dates. The committee will make recommendations to the Chief and the President of the Association for consideration, such recommendations to be provided by October 31, 2014:

FOR THE POLICE SERVICES BOARD

Date: 07 April 2014

FOR THE ASSOCIATION

Date: 07 Apr 2014

Joint Committee – Two person patrol cars

LETTER OF UNDERSTANDING

BETWEEN

THE OTTAWA POLICE SERVICES BOARD
(The Employer)

AND

THE OTTAWA POLICE ASSOCIATION
(The Association)

Re: JOINT COMMITTEE ON TWO - PERSON PATROL CARS

The parties shall form a joint committee, comprised of equal members, not to exceed three members representing the Association and three members representing the Service.

The Joint Committee on 2-Person Patrol Cars will meet no later than four (4) months following the release of the Arbitrator's award, at which point the Joint Committee will form its terms of reference at the beginning of the Joint Committee's meetings subject to the approval of the Chief and the President of the Ottawa Police Association

The terms of reference will include, at a minimum:

i. The Joint Committee will consider the need and placement of two-person patrol cars, being mindful of risk and incident volume throughout the city, including times of day and activity levels on different days of the week;

ii. The Joint Committee will review best practices and standard operating procedures for other major police services, including those inside and outside of Ontario;

iii. The Joint Committee will produce a written report to the President of the Ottawa Police Association and the Chief of Police no later than October 31, 2014. A copy of the report will be provided to the Chief of Police.

iv. The parties agree that for the purpose of negotiations of the 2013 collective agreement, that matters unresolved by this Committee, in relation to officer health and safety (2 person cars) may, at the sole discretion of either party, be referred to interest arbitration for a final and binding resolution

Re: JOINT COMMITTEE ON TWO - PERSON PATROL CARS (continued)

FOR THE POLICE SERVICES BOARD

FOR THE ASSOCIATION

Date: 07 April 2014

Date: 07 Apr 2014

Joint Committee – Maternity and Parental Leave

LETTER OF UNDERSTANDING

BETWEEN

THE OTTAWA POLICE SERVICES BOARD
(The Employer)

AND

THE OTTAWA POLICE ASSOCIATION
(The Association)

Re: JOINT COMMITTEE – MATERNITY AND PARENTAL LEAVE

The Association and the Police Services Board agree to form a joint committee, comprised of no less than two members appointed by the Association and two members appointed by the PSB to review and update the language of the Maternity and Parental leave clauses to ensure statutory compliance, comparability in benefit entitlement and ease of reference. The joint committee will report to the Association President and Chair of the PSB within one year of the signing of the collective agreement. In the event there are any changes in administrative procedure, the joint committee will ensure that persons who are presently on maternity or parental leave will be duly notified.

FOR THE POLICE SERVICES BOARD

Eli El-Chantiry

Date: April 15, 2022

FOR THE ASSOCIATION

Matt Skof

Matt Sly

Date: 15 April, 2022

Joint Committee – Early Retirement Incentive

LETTER OF UNDERSTANDING

BETWEEN

THE OTTAWA POLICE SERVICES BOARD
(The Employer)

AND

THE OTTAWA POLICE ASSOCIATION
(The Association)

Re: JOINT COMMITTEE – EARLY RETIRMENT INCENTIVE

The parties agree to refer the Early Retirement incentive to a joint committee comprised of equal number of representatives of the Association and the Board. The parties will endeavour to provide a report to the Chair of the Police Services Board and the President of the Association within one year of the ratification of this Memorandum. This agreement will be set out in a letter of understanding that will be appended to the replacement collective agreement.

FOR THE POLICE SERVICES BOARD

Eli El-Chantiry

Date: April 15, 2022

FOR THE ASSOCIATION

Matt Skof

Date: 15 April, 2022

Joint Committee – Review of documents in Collective Agreements

LETTER OF UNDERSTANDING

BETWEEN

THE OTTAWA POLICE SERVICES BOARD
(The Employer)

AND

THE OTTAWA POLICE ASSOCIATION
(The Association)

Re: JOINT COMMITTEE – REVIEW OF DOCUMENTS IN COLLECTIVE AGREEMENTS

The parties agree to create a joint committee comprised of equal representatives of the Association and the Police Services Board to review all documents forming part of the collective agreement for the purpose of including in the body of the agreements.

This committee will report to the Chair of the Police Services Board and the President of the Ottawa Police Association no later than one-month prior to the commencement of the open-period as defined by the collective agreement.

FOR THE POLICE SERVICES BOARD

Eli El-Chantiry

Date: April 15, 2022

FOR THE ASSOCIATION

Matt Skof

Date: 15 April, 2022

Joint Committee – Shift Schedule

LETTER OF UNDERSTANDING

BETWEEN

THE OTTAWA POLICE SERVICES BOARD
(The "Board")

AND

THE OTTAWA POLICE ASSOCIATION
(The "Association")

(collectively referred to as the "parties")

Re: JOINT COMMITTEE – SHIFT SCHEDULE

Effective December 13, 2021, the parties agree to refer any issues of concern regarding the shift schedule referred to in Article 12:02 to a joint committee comprised of equal number of representatives of the Association and the Board. The parties will endeavour to provide a report to the Chair of the Police Services Board and the President of the Association within one year of the ratification of this Memorandum.

FOR THE POLICE SERVICES BOARD

Eli El-Chantiry

Date: April 15, 2022

FOR THE ASSOCIATION

Matt Skof

Mohamed Aly

Date: 15 April, 2022

Active Member Benefits for Police Retirees

LETTER OF UNDERSTANDING

between the

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

and the

OTTAWA POLICE ASSOCIATION
(hereafter called "the Association")

Active Member Benefits for Police Retirees

The parties agree that effective from the date of ratification this Letter of Understanding replaces the Letter of Understanding dated September 28, 2001. It is acknowledged that all Members who retired prior to the date of ratification will maintain their retirement benefits plan as provided through the Letter of Understanding dated September 28, 2001.

The Letter of Understanding dated September 28, 2001, appended to the collective agreement references the benefits available to retirees of the Ottawa Police Service (OPS). In accordance with that Letter of Understanding, eligible retirees and their eligible dependents were provided coverage for extended health (including semi-private hospital, vision care, prescription drugs to age 65 and other benefits) at a 100% cost basis to OPS. OPS will provide the following coverage provided that upon retirement members are in receipt of a non-actuarily reduced pension from OMERS or COSF and provided that at least 20 years of the retiring member's credited years of service were with OPS. The following coverage will also be provided to Members who at retirement are in receipt of an OMERS pension and are either:

(a) A minimum of 50 years of age and whose age and years of service are total to a minimum of 80 years. Members must also have at least 20 years of their credited years of service with OPS; or

(b) Members who retire for medical reasons before reaching the required age and years of service criteria and have at least 25 years of service with OPS.

Effective January 1, 2025, all Members retiring on or after January 1, 2025 will have active Member health and dental benefits to the age 70. Upon reaching the age of 70 years of age, all Members who retired on or after January 1, 2025 will be subject to the retiree benefits coverage under the Letter of Understanding dated September 28, 2001.

Effective January 1, 2028, all Members retiring on or after January 1, 2028, will have active Member

health and dental benefits to the age 75. Upon reaching the age of 75 years of age, all Members who retired on or after January 1, 2028 will be subject to the retiree benefits coverage under the Letter of Understanding dated September 28, 2001.

FOR THE BOARD

Salim Fakirani, Chair

Habib Sayah, Executive Director

Date: 29 January 2025

FOR THE ASSOCIATION

Matthew Cox

Matthew Cox, President

Date: 29 January 2025

Extended Health Plan and Premiums

LETTER OF UNDERSTANDING

between the

OTTAWA POLICE SERVICES BOARD

(hereinafter called "the Employer")

and the

OTTAWA POLICE ASSOCIATION

(hereinafter called "the Association")

Extended Health Plan and Premiums

The Parties agree to the following active member benefit health plan improvements:

- Vision care coverage – The maximum amount per year per insured for Vision care will be increased in the following amounts on the 1st of January of every second year:
  - $500 in 2025
  - $600 in 2027
  - $700 in 2029

- Paramedical coverage -- Effective January 1, 2025, the maximum benefits payable for paramedical services was increased from $1,500 to $1,800 per year per insured per existing category of paramedic service. The type of services available was extended to include two new categories:
  - Osteopath ($1800 annually) and acupuncture ($1800 annually)

Dental coverage – Effective January 1, 2025, the maximum combined benefit for Basic, Preventative, Orthodontic and Major Dental services per insured was increased from $1,500 to $1,800 per year.

FOR THE BOARD

Salim Fakirani, Chair

Habib Sayah, Executive Director

Date: 29 January 2025

FOR THE ASSOCIATION

Matthew Cox, President

Date: 29 January 2025

2025-2029 Sworn Personnel Collective Agreement

LETTER OF UNDERSTANDING

between the

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

and the

OTTAWA POLICE ASSOCIATION
(hereafter called "the Association")

2025-2029 SWORN PERSONNEL COLLECTIVE AGREEMENT

This Agreement represents the terms and conditions of employment for the 2025-2029 Sworn Personnel Collective Agreement. In the event there are any errors or accidental omissions that should have been included by the parties, the error(s) or omission(s) will be considered part of this agreement and the necessary corrections made.

FOR THE BOARD

Salim Fakirani, Chair

Habib Sayah, Executive Director

Date: 29 January 2025

FOR THE ASSOCIATION

Matthew Cox

Matthew Cox, President

Date: 29 January 2025