

OPPA UNIFORM COLLECTIVE AGREEMENT



UNIFORM COLLECTIVE AGREEMENT

By and Between:

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

and

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

January 1, 2023 to December 31, 2026

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ARTICLE 1 RECOGNITION

- 1.01 The Employer recognizes the Association as the exclusive bargaining agent with respect to matters pursuant to the *Public Service of Ontario Act, 2006* and *Ontario Provincial Police Collective Bargaining Act, 2006* or matters arising under this Collective Agreement for all employees of the Employer classified as Cadets, Recruit Constables, Probationary Constables, Constables, Sergeants, Staff Sergeants, and Sergeants Major.

For the purpose of this Collective Agreement, the classification of Sergeant shall include Detective Sergeant; Traffic Sergeant and Identification Sergeant. Staff Sergeant shall include, in addition to the position of Staff Sergeant, the positions of Detective Staff Sergeant, Traffic Staff Sergeant and Identification Staff Sergeant.

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

MANAGEMENT RIGHTS

- 1.01.01 It is the exclusive function of the Employer to manage, which function, without limiting the generality of the foregoing, includes the right to determine employment, appointment, complement, organization, work methods and procedures, kinds and location of equipment, discipline and termination of employment, assignment, classification, merit system, training and development, appraisal and the principles and standards governing promotion, demotion, transfer, lay-off and reappointment.

The exercise of management rights shall neither be exercised in a discriminatory manner pursuant to Article 2.01 nor be inconsistent with the provisions of the Collective Agreement, and the applicable provisions of the *Ontario Provincial Police Collective Bargaining Act, 2006* the *Community Safety and Policing Act* and regulations thereto, the *Public Service of Ontario Act, 2006* and the Management Board of Cabinet and Public Service Commission Directives and Guidelines.

Subject to the applicable provisions of the *Community Safety and Policing Act*, when exercising its right regarding matters relating to discipline which fall outside of the scope of Part XII of the *Community Safety and Policing Act*, the exercise of such right shall be measured against a standard of just cause.

DEFINITIONS

- 1.02 The term "employees" whenever herein used shall mean only those employees coming within the bargaining unit as described above.
- 1.03 The term "Commissioner" whenever herein used shall mean Commissioner of the Ontario Provincial Police.
- 1.04 Wherever applicable in this Collective Agreement, the singular shall include the plural.
- 1.05 The term "OPP" whenever herein used shall mean the Ontario Provincial Police.
- 1.06 "Association" means the Ontario Provincial Police Association.
- 1.07 The term "regular employee" herein used shall mean a public servant appointed under section 32 of the *Public Service of Ontario Act, 2006* other than for a fixed term.
- 1.08 The term "regular service" herein used shall mean the part of the public service composed of regular employees.
- 1.09 The term "fixed term employee" herein used shall mean a public servant appointed under Part III of the *Public Service of Ontario Act, 2006* for a fixed term.
- 1.10 The term "fixed term service" herein used shall mean the part of the public service composed of fixed term employees.

ARTICLE 2 NO DISCRIMINATION / WORKPLACE HARASSMENT

- 2.01 There shall be no discrimination or harassment by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, marital status, family status, or disability as defined in section 10(1) of the Ontario *Human Rights Code*.
- For the purposes of this Article, harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome.
- 2.02 The parties are committed to a workplace free from workplace harassment, including bullying, by other employees, supervisors, managers, any other person working or providing services to the Employer in the workplace, clients or the public, in accordance with the law. Workplace harassment is engaging in a course of vexatious comment or conduct against an

employee in the workplace that is known or ought reasonably to be known to be unwelcome.

- 2.03 The Association and the Employer jointly recognize and affirm the right of employees to work in an environment that is respectful and free from harassment.
- 2.04 All complaints regarding workplace harassment or discrimination shall be eligible to be processed as grievances under this Collective Agreement.
- 2.05 Grievances under Article 2.04 shall be limited solely to instances which occur at the workplace involving the Employer's employees. Grievances shall not include alleged discrimination or harassment by a member of the public or individual not employed by the Employer, unless the Employer was reasonably aware that such harassment/discrimination was occurring in the workplace.
- 2.06 Following the filing of a workplace harassment/discrimination grievance, the Employer, where practical, will consult with and seek the consent of the Association and grievor prior to any decision, if any, to remove the grievor from the work location of the alleged harasser.
- 2.07 Where the alleged harasser is the person who would usually deal with any steps in the grievance procedure, the grievance shall be heard by an alternative designee.
- 2.08 The normal exercise of managerial rights including the day-to-day assignment of tasks, attendance management, training, performance management or discipline does not constitute harassment, provided that the employer does not exercise those rights in an oppressive or tyrannical manner.

ARTICLE 3 THE ONTARIO PROVINCIAL POLICE NEGOTIATING AND ARBITRATION BOARD

- 3.01 Negotiations for the amendment or renewal of matters pursuant to the *Public Service of Ontario Act, 2006* and *Ontario Provincial Police Collective Bargaining Act, 2006* or matters arising under this Collective Agreement shall continue to be pursuant to the provisions of the *Ontario Provincial Police Collective Bargaining Act, 2006*. Any such matters not resolved by negotiation may be submitted to the Arbitration Board, selected pursuant to the *Ontario Provincial Police Collective Bargaining Act, 2006*.
- 3.02 The decision of the Arbitration Board on all matters referred to it under this Article shall be final and binding upon the parties hereto.

ARTICLE 4 GRIEVANCE PROCEDURE

DEFINITIONS

- 4.00 (a) "Employee Representative" means a person selected by the Board of Directors of the Association, nominated to act on behalf of that person in respect to a grievance.
- (b) "Grievance" means a dispute between the parties made in writing, concerning a working condition or term of employment which is applicable to employees covered by this Collective Agreement and which is set out in the Collective Agreement (i.e. any difference arising from the interpretation, application, administration, or alleged violation of the Collective Agreement), the Regulations and Directives under the *Public Service of Ontario Act, 2006*, the *Community Safety and Policing Act*, the *Ontario Human Rights Code*, Management Board of Cabinet or Public Service Commission Directives and Guidelines, or in other employment-related statutes, despite any conflict between those statutes and the terms of the collective agreement. Matters that arise pursuant to the *Community Safety and Policing Act* and the Code of Offences thereunder, other than a working condition or term of employment, shall not be the subject of a grievance under this Collective Agreement.
- (c) "Grievor" means an employee, who has a grievance. Probationary employees cannot grieve their dismissal or release of employment.
- 4.01 (a) The Employer and the Association acknowledge the importance of resolving differences arising from the interpretation, application, administration or alleged violation of this agreement (hereafter referred to as "grievances"), at an early stage, and, wherever possible, at the local level, in order to foster a harmonious and productive working environment. In this respect, the parties recognize the importance of informal means of resolving employee complaints at the lowest level possible before they become formal grievances under this Article and that nothing in this Article is intended to discourage the ordinary local workplace resolution of employee complaints outside of this grievance procedure.
- (b) The parties further acknowledge the importance of full disclosure of issues and open discussion throughout the process to facilitate mutually acceptable resolutions and agree to fully disclose, at the earliest stage of the grievance procedure, all information on which they rely in support of or in response to a complaint or grievance, including disclosure of any facts relied upon by the Employer in a decision that is subject to a complaint or grievance.

SINGLE MEDIATOR/ARBITRATOR

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

PROCEDURE

- 4.03 Questions arising between the OPP and the OPP Association concerning interpretations of the Collective Agreement will be initially referred to the designated representative of the OPP and the President/CEO of the OPP Association or their designee, who will attempt to resolve such questions. If the representatives are unable to satisfactorily resolve the matter, it may be dealt with as a grievance pursuant to the provisions of this Article.
- 4.04 A grievor may present a grievance personally or may be represented or assisted by an employee representative.
- 4.05
- (a) An employee who has a complaint shall first discuss the complaint with their supervisor within fifteen (15) days of first becoming aware of the complaint.
 - (b) When the complaint cannot be resolved by the employee's supervisor within ten (10) days of the discussion, the complaint shall be discussed with the Detachment Commander or the Section Manager, as applicable.
 - (c) Failing resolution under (b) herein, and within ten (10) further days, the employee may file a grievance in writing through the Association to their Regional or Bureau Commander with a copy to their Detachment Commander or Section Manager (as applicable).
 - (d) The Regional or Bureau Commander shall hold a meeting with the Association within fifteen (15) days of receipt of the grievance and shall give their decision in writing, with a copy to the Detachment or Section Manager (as applicable), within ten (10) days of the meeting.
 - (e) The written grievance shall specify the section or sections of the Collective Agreement, Regulations and Directives under the *Public Service of Ontario Act, 2006*, the *Community Safety and Policing Act*, the *Ontario Human Rights Code*, or Management Board of Cabinet or Public Service Commission Directives and Guidelines that is alleged to have been violated or misapplied.
 - (f) If the Association is not satisfied with the reply of the individual specified in (d) above, the Association may forward the grievance to the Commissioner or the Commissioner's designee within twenty-

eight (28) days of the date of reply in (d) above. The Commissioner or the Commissioner's designee shall give the Association the decision in writing within twenty (20) days of receipt of the grievance.

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

TIME LIMITS

- 4.06
 - (a) In this Article, days shall include all days exclusive of Saturdays, Sundays and statutory holidays.
 - (b) At any stage of the grievance procedure, the time limits imposed upon either party may be extended by mutual agreement.
 - (c) Notwithstanding (b), an arbitrator has the jurisdiction to extend the timelines specified in the collective agreement at all stages of the grievance and arbitration processes, where the arbitrator is satisfied that there are reasonable grounds for the extension and that the opposite party will not be substantially prejudiced by the extension.
- 4.07
 - (a) The provisions of this Section shall apply to a grievance concerning the interpretation, application, administration or alleged violation of this Collective Agreement including whether or not the matter may be entertained by the mediator/arbitrator hereunder.
 - (b) If the Association is not satisfied with the decision given pursuant to the provisions of Section 4.05, or if the Association does not receive a decision within the specified time limit, the Association may apply in writing to the mediator/arbitrator within fifteen (15) days:
 - (i) of the date the decision was received or
 - (ii) of the date the time limit expired as the case may be, for a hearing of the grievance.
 - (c) Mediation/arbitration shall be conducted as soon as practicable by an agreed upon mediator/arbitrator.
 - (i) The mediator/arbitrator shall not be authorized to alter, modify or amend any part of the terms of this Collective Agreement.
 - (ii) The decision of the mediator/arbitrator in respect of the hearing shall be communicated in writing within sixty (60) days of the conclusion of the hearing to the Association representative and the employer representative.
 - (iii) The determination of a grievance by the mediator/arbitrator

pursuant to the terms of this Collective Agreement is final.

- 4.08 Each party shall pay one-half (1/2) the fees and expenses of the arbitrator/mediator.

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

POLICY GRIEVANCE

- 4.09 Where any difference between the Employer and the Association arises from the interpretation, application administration or alleged contravention of the Collective Agreement, the Association shall be entitled to file a policy grievance with the Commissioner or the Commissioner's designee provided it does so within thirty (30) days following the occurrence or origination of the circumstance giving rise to the grievance. The grievance shall be signed by one of the signing officers of the Association.

- 4.10 The Commissioner or the Commissioner's designee shall give the Association a decision in writing within sixty (60) days of receipt of the policy grievance. If the matter is still unresolved, the policy grievance may be forwarded to mediation/arbitration in accordance with this Article.

ARTICLE 5 SALARIES

- 5.01 The Employer agrees to pay and the Association agrees to accept for the term of this Collective Agreement the salaries for the classifications hereafter set forth in Schedule I attached hereto.

CLASSIFICATION

- 5.02 When a classification is changed or a new classification is issued, the salary after being initially fixed by the Public Service Commission will be immediately open to negotiation.

ACTING PAY

- 5.03 (a) A Regional or Bureau Commander may designate an employee to perform the full duties of another position in an acting capacity. If such designation continues for more than five (5) working days, the person so designated shall be paid as if assigned to the first salary level of the position and the payment shall be retroactive to the first day of such designation.

- (b) An employee who has performed the full duties of such designated position in an acting capacity for a period of at least twelve (12) months, shall receive one (1) month's notice before being reverted to the former position, and failing such notice, the acting salary will be continued for one (1) month after the employee reverts to the former position.
- (c) An employee who has successfully completed the duties of a designated position or positions in an acting capacity for a period of eighteen (18) months, which eighteen (18) months may occur in any twenty-four (24) month period shall be confirmed in the rank in which the employee was acting.

This Section shall not apply where an employee is designated to perform the duties of another employee who is on vacation.

- 5.04 A Constable who is in charge of a Detachment which is not under the immediate direction of a Sergeant shall be paid at the first pay rate in the salary range for Sergeant.

SHIFT PREMIUM

- 5.05 (a) Up to and including June 30, 2019, a shift premium of ninety-eight (98) cents per hour shall be paid for all hours worked at or after 4:00 p.m. and before 5:00 a.m.

Effective July 1, 2019, a shift premium of one dollar and fifty cents (\$1.50) per hour shall be paid for all hours worked at or after 4:00 p.m. and before 5:00 a.m.
- (b) Shift premium shall be paid only to employees working on a rotating shift or fixed off-shift basis and shall not apply to regular day workers who are required to work overtime. Also, fixed off-shift in- service training employees will receive the shift premium while participating in block/firearms training.
- (c) Notwithstanding (b) above, shift premium shall not be paid to an employee who, for mutually agreed upon reasons, works a shift for which the employee would otherwise be entitled to a shift premium.
- (d) Shift premium shall not be considered as part of an employee's basic hourly rate.

COACH OFFICER PAY

- 5.06 (a) A Coach Officer who trains a Probationary Constable, Amalgamated Officer, or Experienced Police officer shall receive an

entitlement of two percent (2%) of the First Class Constable rate for the period of time during which they are assigned such duties.

- (b) The Coach Officer Pay will be considered as base salary for the purposes of pension contributions and premium calculation (e.g., overtime, statutory holidays, vacation). It is not included in base salary for the purposes of calculating annual increases.
- (c) This entitlement shall not be compounded with the Provincial Responsibility Incentive.

SPECIALTY PAY

- 5.07
- (a) A First Class Constable, Sergeant or Staff Sergeant who is assigned to one of the following units, branches or positions after January 1, 2012 and up to and including August 31, 2024 shall be entitled to an annual premium at the rate of two percent (2%) of their base rate for the period of zero (0) to twelve (12) months of service in the unit, branch or position and an annual premium at the rate of four percent (4%) of their base rate upon completion of twelve (12) months of service in the unit, branch or position:
 - Detective Constable
 - Detective Sergeant
 - Detective Staff Sergeant
 - Tactics and Rescue Unit
 - Emergency Response Team
 - UCRT/CBRN Response Team Urban Search and Rescue/Chemical, Biological, Radiological, Nuclear and Explosives
 - Canine Handler
 - Traffic Re-constructionist
 - Underwater Search and Recovery Unit
 - Forensic Identification
 - Pilot (Helicopter and Fixed Wing)
 - Explosives Disposal Coordinator
 - (b) A First Class Constable, Sergeant or Staff Sergeant that is assigned to one of the following units, branches, or positions effective September 1, 2024, shall be entitled to an annual premium at the rate of four percent (4%) of their base rate:
 - Detective Constable
 - Detective Sergeant
 - Detective Staff Sergeant
 - Tactics and Rescue Unit
 - Emergency Response Team
 - UCRT/CBRN Response Team – Urban Search and Rescue/Chemical, Biological, Radiological, Nuclear and Explosives

Canine Handler
 Traffic Re-constructionist
 Underwater Search and Recovery Unit
 Forensic Identification
 Pilot (Helicopter and Fixed Wing)
 Explosives Disposal Coordinator
 Remotely Piloted Aircraft Systems Constable (effective January 1, 2025)
 Remotely Piloted Aircraft Systems Sergeant (effective January 1, 2025)
 Tactical Flight Officer (effective January 1, 2025)
 Time Team Sergeants (effective January 1, 2025)
 Justice Officials Protection and Investigation (JOPIS) (effective January 1, 2025)
 Protective Services Section (effective January 1, 2025)
 Witness Protection and Informant Control Section (effective January 1, 2025)

- (c) This premium will not be compounded with the Provincial Responsibility Incentive (PRI). There shall be no pyramiding of this premium among or between the specialties set out above or with the Front-Line Patrol Premium.

FRONT-LINE PATROL PREMIUM – effective September 1, 2024

5.08 Subject to the conditions below, any Uniform member who is a First Class Constable and has completed five (5) years of service and who is assigned to and working front-line duties shall receive, in addition to other remuneration already outlined in the collective agreement, a Front-Line Patrol Premium of 3% of a First-Class Constable base salary rate (for clarity, the Front-Line Patrol Premium is not compounded with the Provincial Responsibility Incentive).

- (a) The Front-Line Patrol Premium shall be applicable to members assigned to and working front line duties responding to calls for service, and who are use of force qualified and working a rotational shift, including uniform General Law Enforcement (GLE) patrol platoons and Highway Safety Division (HSD) Units.

For clarity, the Front-Line Patrol Premium shall be applicable to members who are working a modified shift to meet the service delivery needs (for example, members working 1000-2200 as required by the Employer and agreed upon by the Association) or who are working a modified shift as part of an accommodation, whether due to disability or other prohibited ground of discrimination.

No member shall receive both the Front-Line Patrol Premium and

Specialty Pay in respect of the same hours.

- (b) The Premium shall be applicable to Sergeants in the above units. A Sergeant shall also receive the premium while not directly engaged in front line response duties, provided that the primary responsibilities of their shift involves oversight and/or administrative duties in relation to members assigned to front line duties.
- (c) The Front-Line Patrol Premium shall also be applicable to Sergeants assigned to and working in the PCC.
- (d) In the case where the member has not been performing front line response duties or working in the PCC for more than 30 continuous calendar days, the Front-Line Patrol Premium shall be suspended and shall be reinstated once the member returns to active front-line duties.
- (e) The Front-Line Patrol Premium will be considered as basic pay for the purposes of pension contributions and premium calculation (e.g. overtime, statutory holidays, vacation, insurance and related benefits, etc.). It is not included in base salary for the purposes of calculating annual increases.
- (f) The members assigned to and working in the following roles are not entitled to Front-Line Patrol Premium:

Operations Managers (Staff Sergeants);

Detachment Members who are assigned to administrative duties including community services officer, school resource officer, or media officer within a detachment;

Frontline Support Unit (FSU);

Detachment Members who respond to calls for service on an ad-hoc or infrequent basis.

INTOXILYZER TECHNICIAN AND DRUG RECOGNITION OFFICER PREMIUM

5.09

- (a) Effective January 1, 2025, a Constable or Sergeant who maintains certification as a Qualified Intoxilyzer Technician and/or Drug Recognition Expert, and who attends at a minimum of four (4) Intoxilyzer and/or Drug Recognition Expert tests in a calendar year, shall be entitled to receive an annual lump sum premium of one thousand, two hundred dollars (\$1,200.00).
- (b) In order to receive the premium, eligible employees must submit claims for the premium between January 1st and February 28th of the year following the calendar year for which the premium is payable.

- (c) This premium shall not be considered as part of an employee's basic hourly rate.

2 I/C PREMIUM

- 5.10 Effective January 1, 2025, employees who are designated to backfill short term absences of front-line patrol Sergeants shall be entitled to an additional premium of 3% of the First-Class Constable base salary for complete shifts spent in the backfill role. Such payments shall be treated as base salary for the purpose of pension contributions and premium calculation (e.g. overtime, statutory holidays, vacation). It is not included in base salary for the purposes of calculating annual increases.

ARTICLE 6 HOURS OF WORK AND OVERTIME

DEFINITIONS

- 6.01 For the purposes of this Article:

- (a) "overtime" means a period of work computed to the nearest half hour and,
 - (i) performed on a scheduled working day in addition to the scheduled working period and consisting of at least one half (1/2) hour, or
 - (ii) performed on a day that is not a scheduled working day;
- (b) (i) a normal working week is deemed to be five (5) working days of eight (8) consecutive hours each with a meal time period of forty-five (45) minutes during each eight (8) hour period.

On a compressed work week schedule, meal time periods will be pro-rated. On a compressed work week schedule of ten (10) consecutive hours, the meal time period will be one (1) hour. On a compressed work week schedule of twelve (12) hours, the meal time period will be one (1) hour and fifteen (15) minutes.
- (ii) if an employee completes a full eight (8) hour working day or any full shift agreed to under Article 6.07 and is required to forego the meal time period due to exigencies of service, the employee shall be paid for such period at the hourly rate of salary.

OVERTIME AMOUNT

6.02

- (a) Overtime shall be paid when an employee is required:
 - (i) to perform overtime immediately following a scheduled work period at the rate of one and a half (1-1/2) times the employee's rate of salary;
 - (ii) to report for any period of work prior to a scheduled work period or after leaving the place of employment at the end of a scheduled work period, with a minimum payment of four (4) hours to be paid at the rate of one and a half (1-1/2) times the employee's rate of salary;
 - (iii) to report for any period of work on any day, other than a day during vacation leave period, that is not a scheduled work day, with a minimum payment of four (4) hours to be paid at the rate of one and a half (1-1/2) times the employee's rate of salary;
 - (iv) to report for work while absent on a full day of leave which is deducted from the employee's statutory holiday bank, with a minimum payment of eight (8) hours to be paid at the rate of one and a half (1-1/2) times the employee's rate of salary.
- (b) Where an employee is required to attend court between scheduled work periods ending at 3:00 a.m. or thereafter, they shall receive overtime at the rate of one and one-half (1 ½) times the hourly rate during their court appearance. In order to ensure the welfare of the member subsequent to such court appearance, they shall be entitled to eight (8) consecutive rest hours before returning to their next regular scheduled shift. Such rest hours shall not result in the deduction or forfeiture of any credits to the employee.

If for operational purposes the employee is required by supervision to attend work prior to completion of the eight (8) consecutive rest hours, they shall be compensated at the rate of two (2) times the regular hourly rate for any of the eight (8) rest hours otherwise worked.
- (c) Overtime shall be paid at the rate of two and one-half (2 1/2) times the hourly rate when an employee is required to report for any period of work on or during the vacation leave period, with a minimum payment of sixteen (16) hours. In addition, the employee shall be granted a compensating day off.
- (d) If for operational purposes the employee is required by the Employer to work overtime, an employee shall be entitled to eight (8) consecutive rest hours before commencing their next regular

scheduled shift. Such rest hours shall not result in the deduction or forfeiture of any credits to the employee.

Note: For the purposes of sub-section 6.02(c) only, a vacation leave period shall consist of a seven (7) consecutive day period free from duty composed of five (5) vacation days for eight (8) hour schedules, four (4) vacation days for ten (10) hour schedules and three (3) vacation days for twelve (12) hour schedules and regular days off. Any statutory holiday, as outlined in Article 14.01, that occurs within the seven (7) consecutive day period may be counted towards the minimum vacation days required as outlined above.

Where an employee uses statutory holiday bank hours during the vacation leave period or as required by Article 14.03, the employee shall be deemed to have taken the statutory holiday benefit and the employee's statutory holiday bank shall be reduced by the corresponding number of hours of the employee's shift schedule.

- 6.03 Section 6.02 (a) (ii) shall not apply where an employee, on being called in not more than one (1) hour prior to the employee's regular period of work, is given compensating time therefore at the end of that period of work or where the employee attends any training course of two (2) days or more and where the employee is provided with full subsistence.

OVERTIME PAYMENT

- 6.04 (a) (i) An employee may, at the employee's option, maintain an overtime bank and request a lump sum payment at the rate it was earned for all or any portion of the hours in the employee's overtime bank on a monthly basis. Accumulated hours in excess of one hundred (100) remaining in an employee's overtime bank at December 31 of each year shall be paid out on a lump sum basis at the rate it was earned. The Employer shall pay out all accumulated hours no later than the last pay date of February of the following calendar year.

Failure to make such payments shall not be regarded as a violation of this Collective Agreement where such failure is due to reasons beyond the control of the Employer.

- (ii) Effective January 1, 2017, an employee may, at the employee's option, maintain an overtime bank and request a lump sum payment at the rate it was earned for all or any portion of the hours in the employee's overtime bank on a monthly basis. Accumulated hours in excess of forty (40) remaining in an employee's overtime bank at December 31 of each year shall be paid out on a lump sum basis at the rate it was earned. The Employer shall pay out all accumulated hours no later than the last pay date of February of the following calendar year.

Failure to make such payments shall not be regarded as a violation of this Collective Agreement where such failure is due to reasons beyond the control of the Employer.

- (b) The practice of granting casual time off duty, chargeable to the employee's overtime bank, shall be continued. It is understood that the granting of such time off shall be at the discretion of the Detachment Commander or Section Manager.
- (c) The practice of permitting an employee to change days off with another employee shall be continued. It is understood that such changes shall be at the discretion of the Detachment Commander or Section Manager and the request shall be made in writing. A change will not be permitted if it results in any additional cost to the Employer.
- (d) The practice of permitting an employee to work for another employee shall be continued. The employee who works shall receive an hour for hour increase assigned to their overtime bank or statutory holiday bank for the number of hours worked on the scheduled shift. The employee who is released from duty shall have their overtime bank or statutory holiday bank reduced by the number of hours they would have worked on their scheduled shift. Such a practice shall be on the request of the employees and allowed at the discretion of the Detachment Commander or Section Manager.

WORK SCHEDULES

- 6.05 (a) In work locations requiring a work schedule the following arrangements shall prevail:

General Shift Schedule

- (i) Schedules shall cover a seven (7) day period on any day of the week and shall be posted no later than 4:00 p.m. fifteen (15) days prior to the beginning of the period for which the schedule is intended. Rest days in General Shift Schedules shall be consecutive.

Platoon Schedule

- (ii) Schedules shall cover a minimum twenty-eight (28) day period and shall be posted no later than 4:00 p.m. fifteen (15) days prior to the beginning of the period for which the schedule is intended.

Rest days shall be consecutive except in the one (1) shift in a twenty-eight (28) day period where split rest days are required to arrange the platoon schedule.

- (b) It is the intention to keep changes in shifts and work schedules to a minimum and, therefore, it is agreed that schedules shall be planned so that employees are not required to change shifts between rest periods while on a platoon schedule or between shift changes while on a general shift schedule. The Employer agrees to consult with the Association when planning major event strategies requiring provincial mobilization. Exceptions to the foregoing are permitted only under the following conditions:
 - (i) circumstances beyond the Employer's control requiring a shift change;
 - (ii) in a situation of emergency where an unusual or unexpected situation occurs;
 - (iii) if agreed upon between the employee and Employer;
 - (iv) the employee has been notified before 4:00 p.m. six (6) days prior to the change, provided such notification changes the employee's entire shift between rest periods.

In all other cases, the employee shall be paid time and one-half (1 ½) for the first day worked on the amended schedule.

- (c) Except in circumstances beyond the Employer's control, the Employer shall not schedule the commencement of a shift within eight (8) hours of the completion of the employee's previous shift provided, however, that if an employee is required to work before the eight (8) hours have elapsed the employee shall be paid time and one-half (1 ½) the hourly rate for those hours that fall within the eight (8) hour period.

STAND-BY TIME

- 6.06.01 (a) Stand-by is a period of time during which, in accordance with administrative procedures established by the Commissioner, an employee is ordered to remain at their residence or other specified quarters, (as determined by the person authorizing the stand-by) from which the employee shall be ready to proceed to a work location immediately upon receipt of instructions.
- (b) This Article shall not eliminate or prohibit the existing co-operative practice under which a member of the OPP provides advice to their supervisor as to their proposed whereabouts while off duty but there shall be no restriction on the free time of an employee that is not in accordance with this Collective Agreement.
- (c) Where an employee is required to be on stand-by, they are entitled to be paid at their hourly rate of salary for one-third (1/3) of their stand-by time, but where such stand-by time is less than the number of hours in the employee's scheduled working day, the employee is

entitled to three (3) hours pay at the hourly rate.

- (d) The minimum entitlement of four (4) hours pay pursuant to sub-section 6.02(a)(ii) and 6.02(a)(iii) shall not apply to an employee who was on stand-by when they were required to report for work, and a period of work for which pay is received at one and one-half (1 1/2) times the hourly rate under the provisions of sub-section 6.02(a)(ii) and 6.02(a)(iii) is not included in any stand-by period.
- (e) The minimum entitlement of sixteen (16) hours pay pursuant to sub-section 6.02 (b) shall apply to an employee who was on stand-by when they were required to report for work, and a period of work for which pay is received at two and one-half (2 1/2) times the hourly rate under the provision of sub-section 6.02 (b) is not included in any stand-by period.

ON-CALL

- 6.06.02
- a) “On-Call Duty” means a period of time, between the hours of 4:00 p.m. on Friday and 8:00 a.m. on Monday only, that is not a regular working period, overtime period, or stand-by period during which an employee is required to respond within a reasonable time to a request for:
 - i. recall to the work place, or
 - ii. the performance of other work as required.
 - b) It is understood that a return to the workplace may not be necessary in all situations. Where an employee is required to return to the workplace, they must be able to do so within a reasonable time.
 - c) No employee shall be required to be on-call unless such on-call duty was authorized in writing by the supervisor prior to the on-call period, except in circumstances beyond the Employer’s control.
 - d) Where on-call is not previously authorized in writing, payment as per Article 6.06.02 shall only be made where the supervisor has expressly advised the employee that they are on-call.
 - e) It is understood that there shall be no pyramiding of premium payments and where work is performed as outlined in Articles 6.02, overtime pay shall be substituted for the on-call premium.
 - f) Where an employee is required to perform On-Call Duty, they shall receive one- dollar and forty cents (\$1.40) per hour for all hours that they are required to be on On-Call Duty.

COMPRESSED WORK WEEK

- 6.07 It is understood that other arrangements regarding hours of work and overtime may be entered into between the Commissioner and the Association with respect to compressed work weeks. It is understood that the provisions of a compressed work week agreement are subject to the grievance procedure under this Collective Agreement.

NON-PYRAMIDING

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

ARTICLE 7 SHORT TERM SICKNESS PLAN

ENTITLEMENT

- 7.01 An employee who is unable to attend to duties due to sickness or injury is entitled to leave-of-absence with pay as follows:
- (i) with regular salary for the first six (6) working days of absence in each calendar year
 - (ii) with seventy five percent (75%) of regular salary for an additional one hundred and twenty four (124) working days of absence in each calendar year.
- 7.02 An employee is not entitled to leave-of-absence with pay under Section 7.01 of this Article until after completion of twenty (20) consecutive working days of employment.
- 7.03 An employee who is on leave-of-absence with pay under this Article that commences in one (1) calendar year and continues into the next calendar year is not entitled to leave-of-absence with pay under Section 7.01 of this Article for more than one hundred and thirty (130) working days in the two (2) calendar years until the employee has completed twenty (20) consecutive working days of employment.
- 7.04.01 An employee who has used leave-of-absence with pay for one hundred and thirty (130) working days in a calendar year must complete twenty (20) consecutive working days of employment before the employee is entitled to further leave under Section 7.01 of this Article in the next calendar year.
- 7.04.02 For the purposes of this Article, twenty (20) consecutive working days of employment shall not include vacation leave-of-absence or any leave-of absence without pay, but days worked before and after such leave shall be considered consecutive. Notwithstanding the above, where an employee is unable to work due to sickness or injury, the days worked before and after such absence shall not be considered consecutive.

7.04.03 For the purposes of this Article, where an employee, due to an accommodation measure or a return to work plan, works on a temporarily modified schedule, twenty (20) consecutive working days shall mean twenty (20) consecutive scheduled days of work for that employee.

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

USE OF ACCUMULATED CREDITS

7.06 An employee who is on leave-of-absence with pay under Section 7.01(ii) of this Article may, at the employee's option, have one quarter (1/4) of a day deducted from the accumulated credits (attendance, vacation, statutory holiday bank or overtime credits) for each day of leave to which Section 7.01(ii) applies and receive regular salary for each such day.

7.07 An employee who is absent from employment due to sickness or injury beyond the total number of days leave-of-absence with pay provided for in Section 7.01 of this Article shall have their accumulated attendance credits reduced by a number of days equal to the number of days of such absence and is entitled to leave-of-absence with pay for each such day.

7.08 Section 7.07 does not apply to an employee who qualifies for and elects to receive benefits under the Long Term Income Protection Plan.

MEDICAL EXAMINATIONS

7.09 (a) If an employee is absent for five (5) consecutive working days due to sickness, no leave with pay shall be allowed unless a certificate of a legally qualified medical practitioner (i.e., physician, dentist who is a member of the Royal College of Dental Surgeons, or nurse practitioner, practicing within their respective scope of practice) is forwarded to the Commissioner or, the Commissioner's designee, certifying that the employee is unable to attend to official duties.

(b) Notwithstanding (a) above, the Employer may accept a certificate of a psychologist (i.e. a member of the College of Psychologists of Ontario who holds a certificate of registration for a psychologist authorizing autonomous practice, or an individual who has a similar status in another province or territory of Canada).

(c) Notwithstanding the provisions of Section 7.09 (a), the Commissioner or the Commissioner's designee, who shall be a Commissioned Officer, may require an employee to submit the certificate required by Section 7.09 (a) for a period of absence of less than five (5) working days. The cost of the certificate requested shall be borne by the employer.

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

IMPLEMENTATION OF THE SHORT TERM SICKNESS PLAN

- 7.11 An employee appointed prior to April 1, 1979, will be entitled to benefits provided by the Short Term Sickness Plan effective from May 1, 1979.
- 7.12 Notwithstanding Section 7.11 an employee who has qualified for or is receiving benefits provided under a long term disability plan provided by the Employer must complete twenty (20) consecutive working days of employment to qualify for benefits under the Short Term Sickness Plan.
- 7.13 Employees appointed on or after April 1, 1979, must complete twenty (20) consecutive working days of employment to qualify for benefits under the Short Term Sickness Plan.
- 7.14 An employee shall have the attendance credits earned and unused to April 30, 1979, from those credits advanced on October 1, 1978, added to the employee's total of accumulated credits. An employee shall retain all credits earned and unused prior to May 1, 1979, for use as specified under Section 7.06 of this Article, or, where the employee is eligible, under Article 8 upon termination.
- 7.15 If an employee has an attendance credit overdraft as of April 20, 1979, such overdraft will be forgiven.

HEALTH INFORMATION, ACCOMODATION AND RETURN TO WORK

- 7.16 The Employer will notify the Association when a member has been off for three (3) consecutive months due to illness/injury.
- 7.17 If an employee becomes mentally or physically disabled and as a result is incapable of performing the essential duties of the position, the Employer shall accommodate the employee's needs in accordance with the *Ontario Human Rights Code*.
- 7.18 The Association and Employer recognize that workplace accommodation and return to work must be dealt with through a joint and cooperative process. Accommodation and return to work planning will be conducted in a manner that promotes the safe, timely and effective return to work of employees and respects employees' dignity. The goal is to achieve successful return of employees to safe and productive work.
- 7.19 Where a supervisor or other Employer representative intends to meet with an employee for matters related to the development, implementation and

administration of an accommodation or return to work plan, the employee shall have the right to be accompanied by and represented by an Association representative. The Employer shall notify the employee of this right.

ARTICLE 8 TERMINATION PAYMENTS

SEVERANCE PAY

- 8.01 An employee who was appointed before the 1st day of January, 1970, and who ceases to be an employee, is entitled to be paid an amount in respect of the employee's accumulated attendance credits for continuous service up to and including the 30th day of April, 1979, in an amount computed by multiplying one-half (1/2) of the number of days of the employee's accumulated attendance credits remaining at the date the employee ceases to be an employee by the employee's annual salary at the date the employee ceases to be an employee and dividing the product by two hundred and sixty-one (261). For the period from May 1, 1979, the benefits described under Section 8.04 shall apply.

CESSATION OF EMPLOYMENT

- 8.02 Notwithstanding Section 8.01, an employee who was appointed on or after the 1st day of October, 1965, and before the 1st day of January, 1970, who ceases to be an employee because of,

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

is entitled to receive for continuous service up to and including the 30th day of April, 1979,

- (i) severance pay equal to one-half (1/2) week of salary for each year of continuous service before the 1st day of January, 1970, and one week of salary for each year of continuous service from and including the 1st day of January, 1970, or
- (ii) the amount in respect of the employee's accumulated attendance credits computed in accordance with Section 8.01 of this Article,

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

those benefits. For the period from May 1, 1979, benefits described under Section 8.04 shall apply.

8.03

An employee who is appointed on or after the 1st day of January, 1970, is entitled to severance pay for each year of continuous service up to and including the 30th day of April, 1979,

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

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

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

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

- (i) dismissal under Section 34 of the *Public Service of Ontario Act, 2006*, or
- (ii) abandonment of position under Section 42 of the *Public Service of Ontario Act, 2006*,

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

8.04.01

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

An employee,

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

- (i) death,
- (ii) retirement pursuant to total and permanent disability that entitles them to a pension or payment under the *Public Service Pension Plan*, or
- (iii) dismissal for certain reasons under Section 39 of the *Public Service of Ontario Act, 2006*; or

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

- (i) dismissal under Section 34 of the *Public Service of Ontario Act, 2006*, or
- (ii) abandonment of position under Section 42 of the *Public Service of Ontario Act, 2006*,

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

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

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

An employee,

- (a) who has completed a minimum of one (1) year of continuous service and who ceases to be an employee because of,
 - (i) death,
 - (ii) retirement pursuant to total and permanent disability that entitles them to a pension or payment under the Public Service Pension Plan, or
 - (iii) dismissal for certain reasons under Section 39 of the *Public Service of Ontario Act, 2006*; or
- (b) who has completed a minimum of five (5) years of continuous service and who ceases to be an employee for any other reason than,
 - (i) dismissal under Section 34 of the *Public Service of Ontario Act, 2006*,
 - (ii) abandonment of position under Section 42 of the *Public Service of Ontario Act, 2006*, or
 - (iii) a voluntary resignation under Section 41 of the *Public Service of Ontario Act, 2006*. A voluntary resignation does not include a retirement if the employee ceases employment and is entitled to a pension, other than a disability pension, under the Public Service Pension Plan immediately after retiring,

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

8.04.03 Effective December 31, 2016, employees shall no longer accrue termination pay entitlement upon retirement. Termination pay accrued up to and including December 31, 2016 shall be payable at the wage rates applicable on December 31, 2016.

- 8.04.04 Employees appointed on or after January 1, 2017 will not be entitled to termination pay.
- 8.05
- (a) The total of the amount paid in respect of accumulated attendance credits, severance pay, or both, to an employee appointed to the regular service on or before December 31, 2008 shall not exceed one-half (26 weeks) of the annual salary at the date when the employee ceased to be an employee pursuant to Article 8.04.01(a).
 - (b) The total of the amount paid in respect of accumulated attendance credits, severance pay, or both, to an employee appointed to the regular service on or after January 1, 2009 shall not exceed one-quarter (13 weeks) of the annual salary at the date when the employee ceased to be an employee.
 - (c) The calculation related to accumulated attendance credits or severance pay shall be based on the annual salary the employee was receiving when the employee ceases to be an employee.
 - (d) Where a computation for severance pay involves part of a year, the computation of that part shall be made on a monthly basis, and
 - (i) any part of a month that is less than fifteen (15) days shall be disregarded
 - (ii) any part of a month that is fifteen (15) days or more shall be deemed to be a month.
- 8.06 An employee is not entitled to severance pay in respect of a period when the employee is on leave-of-absence without pay for a period which is greater than thirty (30) days, or for a period which constitutes a hiatus in the employee's service such as:
- (a) Political Activity (*Public Service of Ontario Act, 2006, Part V*)
 - (b) Layoff (Article 29)
 - (c) Educational Leave (*Public Service of Ontario Act, 2006, Public Service Commission Directive on HR Administration, sections 14 and 15*).
- 8.07 An employee may receive only one (1) termination payment for a given period of service.
- 8.08 Any severance pay to which an employee is entitled under Article 8 shall be reduced by an amount equal to any payment to which the employee is entitled under Section 15.01(b) of Article 15.
- 8.09 An Association represented employee who intends to terminate their employment and who would, upon the termination of employment, be entitled to severance pay under Article 8.01, 8.02, 8.03 or 8.04 may elect, in lieu of the payment provided for in those articles, to take a leave of

absence with pay.

- 8.10 A leave pursuant to Article 8.09 shall not be more than the lesser of:
- (a) the length of time determined under those Articles for computing the severance pay to which the employee would be entitled; and
 - (b) the length of time between the commencement of the leave of absence with pay and the end of the month in which the employee will attain sixty-five (65) years of age.
- 8.11 The employment of an employee who has elected under Article 8.09 to take a leave of absence with pay continues until the end of the leave of absence.
- 8.12 An employee's entitlement to a severance payment under 8.01, 8.02, 8.03 or 8.04 shall be reduced to reflect the time taken by the employee under Article 8.09 as a leave of absence with pay.

ARTICLE 9 LEAVE-OF-ABSENCE

BEREAVEMENT LEAVE

- 9.01.01 An employee shall be allowed up to three (3) days leave of absence with pay in the event of the death of their spouse, common-law spouse, same-sex spouse or partner, mother, father, stepmother, stepfather, mother-in-law, father-in-law, son, daughter, son-in-law, daughter-in-law, stepson, step-daughter, brother, sister, stepbrother, stepsister, brother-in-law, sister-in-law, ward, guardians, step-grandparents, step-grandchildren, grandchildren and the grandparents of the employee and spouse. "In-law" and "step" relations listed in this article include such relatives of a common-law spouse or same sex spouse or partner.
- 9.01.02 An employee shall be allowed one (1) day leave of absence with pay in the event of the death of their aunt, uncle, niece or nephew.
- 9.01.03 Necessary travelling time may be granted in accordance with Section 9.02 (a) in the event of the death of a relative listed in Articles 9.01.01 or 9.01.02.
- 9.01.04 Bereavement leave will not be pro-rated for an employee in a Compressed Work Week arrangement.

SPECIAL/COMPASSIONATE LEAVE

- 9.02 (a) The Commissioner, or the Commissioner's designee, who shall be a Commissioned Officer, may grant leave-of-absence with pay to an employee, for not more than four (4) days in any calendar year, upon any special or compassionate ground. Such leave shall not be dependent upon nor charged against accumulated credits of the

employee. And further, leave of absence requests shall not be unreasonably denied.

- (b) Any denial of such leave-of-absence request may be appealed to the Provincial Commander, Corporate Services, or designee.
- (c) Leave-of-absence without pay and without accumulation of credits may be granted to an employee by the Commissioner.
- (d) Leave-of-absence with pay may be granted for special or compassionate purposes to an employee for a period of:
 - (i) up to six (6) months with the approval of the Commissioner,
 - (ii) over six (6) months with the approval of the Lieutenant Governor in Council.
- (e) No employee shall be absent from duty on a leave-of-absence provided for in sub-sections 9.02(c) and 9.02(d) unless the employee previously obtained the authorization required by this sub-section.
- (f) An application for leave-of-absence under Section 9.02 shall be in writing and shall set out the reason for the leave-of-absence.

PREGNANCY LEAVE

- 9.03.01 The Commissioner shall grant leave of absence without pay to a pregnant employee who has served at least thirteen (13) weeks before the expected birth date including service as a Crown employee, as an employee of a police force which is amalgamated with the OPP or as an employee of an Ontario First Nations Police Service immediately prior to their appointment to the regular service. The leave of absence shall be in accordance with the provisions of the *Employment Standards Act, 2000*.
- 9.03.02 Notwithstanding Article 7 (Short Term Sickness Plan), Article 13 (Vacations and Vacation Credits), Article 8 (Termination Payments), and Article 39 (Long Term Income Protection), vacation credits, seniority and service continue to accrue during the pregnancy leave.
- 9.03.03 An employee entitled to pregnancy leave under this Article, who provides the Employer with proof that they are in receipt of employment insurance pursuant to the *Employment Insurance Act* (Canada), shall be paid an allowance in accordance with the Supplementary Employment Benefit Plan.
- 9.03.04.01 In respect of the period of pregnancy leave, which begins before January 1, 2020, payments made according to the Supplementary Employment Benefit Plan will consist of the following:
 - (a) for the first two (2) weeks, payments equivalent to ninety-three

percent (93%) of the actual weekly rate of pay for their classification, which they were receiving on the last day worked prior to the commencement of the pregnancy leave, but which shall also include their progression on the wage grid and any negotiated or amended wage rates for their classification as they are implemented,

and

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

9.03.04.02 In respect of the period of pregnancy leave which begins on or after January 1, 2020 payments made according to the Supplementary Employment Benefit Plan will consist of the following:

- (a) for the first one (1) week, payments equivalent to ninety-three percent (93%) of the actual weekly rate of pay for their classification, which they were receiving on the last day worked prior to the commencement of the pregnancy leave, but which shall also include their progression on the wage grid and any negotiated or amended wage rates for their classification as they are implemented,

and

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

and

- (c) on production of proof that payments in accordance with employment insurance pursuant to the *Employment Insurance Act, (Canada)* have terminated, the employee shall be entitled to a further one (1) week of pregnancy leave with payment equivalent to ninety-three percent (93%) of the actual weekly rate of pay for their classification, which they were receiving on the last day worked prior to the

commencement of the pregnancy leave, but which shall also include their progression on the wage grid and any negotiated or amended wage rates for their classification as they are implemented. This further one (1) week of leave must be taken immediately after the date when the *EI* benefits referenced in Article 9.03.04.02(b) have terminated and prior to returning to the workplace.

- (d) where an employee takes parental leave in conjunction with pregnancy leave, Article 9.03.04.02(c) shall not apply.

- 9.03.05.01 Where the child in respect of whom the employee takes parental leave was born or came into the employee's custody, care and control for the first time before December 3, 2017, an employee on pregnancy leave is entitled, upon application in writing to the Employer received at least two (2) weeks prior to the expiry of the leave, to a leave of absence without pay but with accumulation of credits for not more than thirty-five (35) weeks in accordance with the provisions of parental leave granted under Article 9.04 (Parental Leave).
- 9.03.05.02 Where the child in respect of whom the employee takes parental leave was born or came into the employee's custody, care and control for the first time on or after December 3, 2017, an employee on pregnancy leave is entitled, upon application in writing at least two (2) weeks prior to the expiry of the leave, to a leave of absence without pay but with accumulation of credits for not more than sixty-one (61) weeks in accordance with the provisions of parental leave granted under Article 9.04 (Parental Leave).
- 9.03.06 A female employee returning from a pregnancy leave shall be assigned to their former location and position, if it still exists, or to a comparable position if it does not, and be paid at the step in the salary range that she would have attained had they worked during the leave of absence. If the position does not exist at the original location, the Employer will follow its current staffing practice.
- 9.03.07 In accordance with Articles 9.03.04.01(a), 9.03.04.01(b), 9.03.04.02 (a) and 9.03.04.02(b) the Supplementary Employment Benefit shall be based on the salary the employee was receiving on the last day worked prior to the commencement of the pregnancy leave, including any retroactive salary adjustment to which she may become entitled during the leave.
- 9.03.08.01 Where, the pregnancy leave of a person who is not entitled to take parental leave began before January 1, 2018, the pregnancy leave ends on the later of (a) the day that is seventeen (17) weeks after the pregnancy leave began or (b) the day that is six (6) weeks after the birth, still birth or miscarriage of the child unless the employee chooses to end the leave earlier and submits a certificate from a legally qualified medical practitioner.
- 9.03.08.02 Where, the pregnancy leave of a person who is not entitled to take parental leave began on or after January 1, 2018, the pregnancy leave ends on the

later of (a) the day that is seventeen (17) weeks after the pregnancy leave began or (b) the day that is twelve (12) weeks after the birth, still birth or miscarriage of the child unless the employee chooses to end the leave earlier and submits a certificate from a legally qualified medical practitioner.

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

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

PARENTAL LEAVE

9.04.01 For the purpose of this Section, "Parent" includes a birth parent, a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as their own.

9.04.02 The Commissioner shall grant a parental leave of absence without pay to an employee who has served at least thirteen (13) weeks, including service as a Crown employee, as an employee of a police force which is amalgamated with the OPP or as an employee of an Ontario First Nations Police Service immediately prior to their appointment to the regular service. The leave of absence shall be in accordance with the provisions of the *Employment Standards Act, 2000*.

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

9.04.03 Notwithstanding Article 7 (Short Term Sickness Plan), Article 8 (Termination Payments) and Article 13 (Vacations and Vacation Credits), vacation credits, seniority and service continue to accrue during the parental leave.

9.04.04.01 Where the child in respect of whom the employee takes parental leave was born or came into the employee's custody, care and control for the first time before December 3, 2017, parental leave may begin,

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

- 9.04.04.02 Where the child in respect of whom the employee takes parental leave was born or came into the employee's custody, care and control for the first time on or after December 3, 2017, parental leave may begin,
- (a) no earlier than the day the child is born or comes into the custody, care and control of the parent for the first time; and
 - (b) no later than seventy-eight (78) weeks after the day the child is born or comes into the custody, care and control of the parent for the first time.
- 9.04.05 The parental leave of an employee who takes pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care and control of a parent for the first time.
- 9.04.06.01 Where the child in respect of whom the employee takes parental leave was born or came into the employee's custody, care and control for the first time before December 3, 2017, parental leave shall end thirty five (35) weeks after it begins for an employee who takes pregnancy leave and thirty seven (37) weeks after it begins for an employee who did not take pregnancy leave, or on an earlier date if the person gives the Employer at least four (4) weeks' written notice of that day.
- 9.04.06.02 Where the child in respect of whom the employee takes parental leave was born or came into the employee's custody, care and control for the first time on or after December 3, 2017, parental leave shall end sixty one (61) weeks after it begins for an employee who takes pregnancy leave and sixty three (63) weeks after it begins for an employee who did not take pregnancy leave, or on an earlier date if the person gives the Employer at least four (4) weeks' written notice of that day.
- 9.04.07 Except for an employee to whom Article 9.03 (Pregnancy Leave) applies, an employee on parental leave is entitled, upon application in writing at least two (2) weeks prior to the expiry of the leave, to a further consecutive leave of absence without pay but with accumulation of credits for not more than six (6) weeks.
- 9.04.08 An employee who is entitled to parental leave and who provides the Employer with proof that they are in receipt of employment insurance benefits pursuant to the *Employment Insurance Act* (Canada) shall be paid an allowance in accordance with the Supplementary Employment Benefit Plan.
- 9.04.09.01 In respect of the period of parental leave, which begins before January 1, 2020 payments made according to the Supplementary Employment Benefit Plan will consist of the following:
- (a) where the employee elects to serve the two (2) week waiting period under the *Employment Insurance Act* (Canada) before receiving

benefits under that Act, for the first two (2) weeks, payments equivalent to ninety-three percent (93%) of the actual weekly rate of pay for their classification, which they were receiving on the last day worked prior to the commencement of the leave, and

- (b) up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the sum of the weekly Employment Insurance benefits the employee is eligible to receive and any other earnings received by the employee, and ninety-three percent (93%) of the actual weekly rate of pay for their classification, which they were receiving on the last day worked prior to the commencement of the leave.

9.04.09.02 In respect of the period of parental leave which begins on or after January 1, 2020 payments made according to the Supplementary Employment Benefit Plan will consist of the following:

- (a) where the employee elects to serve the one (1) week waiting period under the *Employment Insurance Act* (Canada) before receiving benefits under that Act, for the first week (one (1) week), payments equivalent to ninety-three percent (93%) of the actual weekly rate of pay for their classification, which they were receiving on the last day worked prior to the commencement of the leave,

and

- (b) up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the sum of the weekly Standard Employment Insurance benefits the employee is eligible to receive and any other earnings received by the employee, and ninety-three percent (93%) of the actual weekly rate of pay for their classification, which they were receiving on the last day worked prior to the commencement of the leave.

and

- (c) where the employee served the waiting period in accordance with Article 9.04.09.02(a), and on production of proof that payments in accordance with employment insurance pursuant to the *Employment Insurance Act, (Canada)* have terminated, the employee shall be entitled to a further one (1) week of parental leave with payment equivalent to ninety-three percent (93%) of the actual weekly rate of pay for their classification, which they were receiving on the last day worked prior to the commencement of the parental leave, but which shall also include their progression on the wage grid and any negotiated or amended wage rates for their classification as they are implemented. This further one (1) week of leave must be taken immediately after the date when the *EI* benefits referenced in Article 9.04.09.02(b) have terminated and prior to returning to the

workplace.

or

- (d) where an employee served the waiting period in accordance Article 9.03.04.02 (a) and on production of proof that payments in accordance with employment insurance pursuant to the *Employment Insurance Act, (Canada)* have terminated, the employee shall be entitled to a further one (1) week of parental leave with payment equivalent to ninety-three percent (93%) of the actual weekly rate of pay for their classification, which they were receiving on the last day worked prior to the commencement of the parental leave, but which shall also include their progression on the wage grid and any negotiated or amended wage rates for their classification as they are implemented. This further one (1) week of leave must be taken immediately after the date when the *EI* benefits referenced in Article 9.04.09.02(b) have terminated and prior to returning to the workplace.

9.04.10 Under Article 9.04.09.01 and 9.04.09.02, the weekly rate of pay will include the employee's progression on the wage grid and any negotiated or amended wage rates for their classification as they are implemented.

9.04.11 An employee returning from a leave of absence under Articles 9.04.02 and 9.04.08 (Parental Leave) shall be assigned to their former location and position, if it still exists, or to a comparable position if it does not, and be paid at the step in the salary range that they would have attained had he or she worked during the leave of absence. If the position does not exist at the original location, the Employer will follow its current staffing practice.

9.04.12 In accordance with Article 9.04.09 the Supplementary Employment Benefit shall be based on the salary the employee was receiving on the last day worked prior to the commencement of the leave, including any retroactive salary adjustment to which they may have been entitled during the leave.

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

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

WORKPLACE SAFETY AND INSURANCE

- 9.05 (a) Where an employee is absent by reason of an injury or occupational disease for which a claim is made under the *Workplace Safety and Insurance Act, 1997*, the employee's salary shall continue to be paid for a period not exceeding thirty (30) days. If an award is

not made, any payments made under the foregoing provisions in excess of that to which the employee is entitled under Article 7 shall be an amount owed by the employee to the Employer and may be repaid by the employee by having a corresponding deduction made from the employee's bank of accumulated attendance credits.

- (b) Up to and including August 31, 2019, where an employee is absent by reason of an injury or occupational disease for which an award is made under the *Workplace Safety and Insurance Act, 1997*, the employee's salary shall continue to be paid without loss of credits for a period not exceeding two (2) years. This period may be continuous or an accumulation of several absences.

Effective September 1, 2019, where an employee is absent by reason of an injury or occupational disease for which an award is made under the *Workplace Safety and Insurance Act, 1997*, the employee's salary shall continue to be paid without loss of credits for the duration of the member's receipt of WSIB benefits.

- (c) Effective November 1, 2016 salary payments under Article 9.05 b) shall be reduced to the extent necessary to provide that an employee's net earnings equal one hundred percent (100%) of their net earnings prior to the commencement of their absence.
- (d) Up to and including August 31, 2019, where an employee is absent by reason of an injury or an occupational disease for which an award is made under the *Workplace Safety and Insurance Act, 1997*, that is less than the employee's regular salary and where the award continues to apply for longer than the periods set out in 9.05(b) and the employee has accumulated credits, the employee's regular salary may be paid and the difference between the regular salary of the employee and the award shall be converted to its equivalent time and deducted from the employee's accumulated credits.
- (e) Up to and including August 31, 2019, where an employee is absent by reason of an injury or an occupational disease for which an award is made under the *Workplace Safety and Insurance Act, 1997*, that is less than the employee's regular salary and where the award continues to apply for longer than the periods set out in 9.05(b) the employee may, at the employee's option, elect to receive benefits under the Short Term Sickness Plan as described in Article 7, including the right to use any accumulated credits to supplement the seventy-five percent (75%) benefit to one hundred percent (100%).

ARTICLE 10 COURT WITNESS

- 10.01 Where an employee is absent by reason of a subpoena to serve as a witness, the employee may opt to:

- (a) treat the absence as leave without pay and retain any fee received as a witness;
 - (b) deduct the period of absence from the employee's vacation leave-of-absence credits or overtime credits and retain any fee received as a witness; or
 - (c) treat the absence as leave with pay and pay to the Employer any fee that was received as a witness.
- 10.02
- (a) An employee attending court as a result of on-duty conduct, excluding a hearing convened pursuant to the *Community Safety and Policing Act*, and the conduct is in relation to the performance of their duties as an employee, the employee shall be deemed to be on-duty for pay purposes.
 - (b) The employee's Regional or Bureau Commander shall determine whether the employee is on-duty for pay purposes. An employee may appeal that decision to the Regional or Bureau Commander's respective Provincial Commander.
 - (c) When the Employer directs an employee to attend a *Community Safety and Policing Act* hearing, the employee shall be deemed to be on-duty for pay purposes.
- 10.03
- (a) Where an employee is off work on approved STSP, LTIP, WSIB or pregnancy/parental leave and the Employer is aware that the employee is unable to attend court for medical reasons, the Employer will take necessary steps to advise the Crown and/or Court.
 - (b) Where an employee is off work on approved STSP, LTIP, WSIB or pregnancy/parental leave and the Employer is not aware that the employee is unable to attend court for medical reasons, the employee shall notify the Employer as soon as possible and the Employer will take necessary steps to advise the Crown and/or Court.
- 10.04
- Effective October 13, 2020, where an employee is required to attend court after their last scheduled night shift ending at 3:00am or thereafter, the employee may be excused from duty for all or part thereof their scheduled shift, subject to the emergent operational needs or exigent circumstances of the OPP. Such request for time off shall not be unreasonably withheld and shall be deducted from the employee's available attendance credits (i.e., Stat Time, Vacation, Overtime).

ARTICLE 11 AUTHORIZED LEAVE FOR OTHER REASONS

- 11.01 Leave-of-absence with pay and benefits, or, without pay and without accumulation of credits may be granted to an employee for a period of one (1) year or more for the purpose of undertaking employment with a foreign aid program or other public agency. Where the leave-of -absence without pay and without accumulation of credits is granted, the employee at the employee's option, may continue to participate in the group insurance plans in which the employee would have participated if the employee pays the full premiums for the coverage under the plans and pays the employee's contributions and those matching contributions that would be the responsibility of the Employer under the *Public Service Pension Act*.
- 11.02 At the discretion of the Commissioner or the Commissioner's designee, and work duties permitting, an employee may be allowed to attend in-service training lectures held during the employee's tour of duty.
- 11.03 The Commissioner may grant a leave-of-absence for no more than one (1) week with pay and no more than one (1) week without pay in a fiscal year to an employee for the purpose of participating in Canadian Forces Reserve training.
- 11.04 An employee granted a leave of absence pursuant to Article 11.03 shall accrue credits during such leave.

ARTICLE 12 LEAVE-OF-ABSENCE FOR ASSOCIATION BUSINESS

- 12.01.01 Effective April 19, 2022, leave of absence for the purpose of travelling to and attending executive board meetings shall be granted without deduction from credits, as follows:
- a) No member will be granted leave of absence to attend the Association's Spring Board Meeting. For clarity, the Association voluntarily decided to eliminate this meeting.
 - b) The President and Vice-President of each branch (up to twenty Presidents and twenty Vice-Presidents in total) shall be granted up to five (5) days for the purpose of attending the annual OPPA Spring Executive Meeting, formerly known as Presidents' Week, in May. In addition, up to two (2) days' leave of absence may be granted for necessary traveling time.
 - c) Civilian delegates from each branch shall be granted four (4) days for the purpose of attending the Fall Annual General Meeting (AGM). In addition, up to two (2) days' leave of absence may be granted for necessary traveling time.
 - d) Uniform delegates from each branch shall be granted four (4) days for the purpose of attending the Fall Annual General Meeting (AGM). In

addition, up to two (2) days' leave of absence may be granted for necessary travelling time.

- e) For the purposes of the AGM, the total delegates from paragraphs c) and d) will not exceed eighty (80) delegates.
- f) For clarity, time off shall only be granted for the sole purpose of attending the meetings as set out under this article. The delegate's schedule should be altered to balance their schedule in accordance with a standard administrative schedule (i.e. Monday to Friday, eight (8) hours per day) as per current practice for mandatory training. Where there is disagreement on the application of this provision, either party may address the issue with the Regional/Bureau Commander. If it cannot be resolved at this level, final resolution will be taken to the respective Deputy Commissioner or Provincial Commander.
- g) In the event that the meetings conclude prior to the maximum number of days outlined above, members shall not be permitted to use the remaining days intended for meeting attendance and related travel, where applicable, for further leave.

12.01.02 Where a member is required to be on duty on the shift that falls on the day immediately prior or immediately after either association executive board meetings, the member may request additional leave of absence for purpose of rest. Requests for this additional leave shall be subject to operational requirements and will not be unreasonably denied. Where a request for a rest day is granted, the time off shall be deducted from the member's available attendance credits (i.e. Stat Time, Vacation, Overtime).

12.01.03 The OPPA will provide notification to the OPP of the dates of the AGM and the Spring Executive Meeting, and the names of members who will attend each meeting. Notification is to be provided to the OPP at minimum forty-three (43) days in advance of the commencement of the leave period. Notwithstanding the OPPA's notification obligations, any member attending the AGM or Spring Executive Meeting shall also notify their Regional/Bureau Commander of the dates of the leave, at minimum forty-three (43) days in advance of its commencement. Changes may be requested up to six (6) days prior to the date of the meeting, subject to the approval of the Regional/Bureau Commander.

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

leave shall apply.

- 12.03 A leave-of-absence with pay shall be granted to seven (7) employees to assume full-time duties as members of the Board of Directors and President of the Association. An additional leave of absence with pay shall be granted for one (1) employee to assume the full time duties of the position of Chief Administrative Officer of the Association in the event that this position is filled by an employee from a position in the Uniform or Civilian bargaining unit. Their salaries will be determined by the Association in consultation with the Employer and paid by the Government of Ontario as advised from time to time by the Association. Pension and benefits plans shall be calculated based on the salary of the Board of Directors, President, and Chief Administrative Officer, and all other benefits applicable to the employees placed on leave shall apply. The Association will reimburse the Government of Ontario the difference between the salary, pension contributions and premiums for their insurance and benefits plans of the Board of Directors, President and Chief Administrative Officer of the Association and their OPP rank/classification salary, pension contributions and premiums for their insurance and benefit plans.
- 12.04 For clarity, the eight (8) employees identified in the 12.03 shall be a combined total of uniform and civilian members.
- 12.05 (a) Effective April 1, 2017, the Association will reimburse the Government of Ontario for the salaries and the Government's share of the pension contributions for two (2) of the eight (8) paid leave positions listed in 12.03 above. The Association shall identify the selected positions to the Employer before April 1, 2017.
- (b) Effective April 1, 2018, the Association will reimburse the Government of Ontario for the salaries and the Government's share of the pension contributions for two (2) more of the eight (8) paid leave positions listed in 12.03 above. The Association shall identify the selected positions to the Employer before April 1, 2018.

ARTICLE 13 VACATIONS AND VACATION CREDITS

MINIMUM SERVICE

- 13.01 An employee is entitled to a vacation leave-of-absence after completing no less than six (6) months' service which shall be limited to the period covered by the employee's accumulated vacation credits.
- 13.02 An employee who leaves the service after serving more than a month but less than six (6) months shall receive vacation pay at the rate of four percent (4%) of salary paid to the employee during this period.

PAY IN LIEU

- 13.03 Pay in lieu of vacation credits is payable on separation or on death of an employee from the service when an employee has been in the service for six (6) months or more.

SCHEDULING OF VACATION

- 13.04 Vacation leave-of-absence must be taken at such time as is designated by the Commissioner or the Commissioner's designee. It is understood that, where practicable, the rescheduling of a previously assigned vacation period will be avoided unless such rescheduling is by mutual agreement.
- 13.05 An employee may accumulate vacation to a maximum of twice the employee's annual credits but shall be required to reduce this accumulation to a maximum of one (1) year's credits by December 31st of each year.

PERMISSION TO ACCUMULATE

- 13.06 Where an employee is unable to reduce the vacation accumulation before the end of the year because of:
- (i) sickness,
 - (ii) total disability,
 - (iii) an injury resulting in an award under the *Workplace Safety and Insurance Act, 1997*,
 - (iv) an extraordinary requirement of the Employer,

the Commissioner may extend the time limit in 13.05 above.

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

VACATION ENTITLEMENT

- 13.07 (a) Effective January 1, 2009, employees who have completed six (6) months of service are entitled to annual vacation as follows:
- (i) One and one-quarter (1-1/4) days per month during the first eight (8) years of continuous service.
 - (ii) One and two-thirds (1-2/3) days per month upon completion of eight (8) years of continuous service.
 - (iii) Two and one-twelfth (2-1/12) days per month upon completion of fifteen (15) years of continuous service.
 - (iv) Two and one-half (2-1/2) days per month upon completion of twenty-four (24) years of continuous service.
 - (v) Two and eleven-twelfths (2-11/12) days per month upon completion of thirty (30) years of service.

- (b) An employee who has completed one (1) year of service will be credited at the beginning of the vacation year with all the days of vacation to which the employee becomes entitled during the year.
- (c) Notwithstanding sub-section (b) above, where an employee separates from the OPP prior to the end of the vacation year, vacation entitlement will be reduced, pro rata, by the number of whole months remaining in the vacation year.
- (d) Where an employee separates from the OPP with a deficit of vacation credits, the value of this deficit will be deducted from any monies owing to the employee.
- (e) For the purpose of this Section "vacation year" shall be the calendar year.

13.08 Vacation credits do not accumulate during any month in which an employee is absent from duty for the entire month for any reason other than vacation leave-of-absence or leave-of-absence with pay.

13.09 An employee is entitled to vacation credits in respect of a month or part thereof in which the employee is at work or on leave-of-absence with pay.

13.10 For the purpose of Article 13.07, an employee's length of "continuous service" will accumulate upon completion of a probationary period of not more than one (1) year and shall commence from the date on which an employee commences a period of unbroken, full-time service (Civilian and Uniform) in:

- (a) the Ontario Public Service;
- (b) a Police force which is amalgamated with the OPP;
- (c) the Canadian Forces Military Police;
- (d) the OPP Administered First Nations Police;
- (e) any other Canadian Police Service; and
- (f) Effective January 1, 2025, Ontario Public Bodies and Commission Public Bodies.
- (g) Within sixty (60) days of January 1, 2025, employees hired prior to January 1, 2025 and who remain employed will have a one (1) time opportunity to submit in writing a claim for previous service in an Ontario Public Bodies and Commission Public Bodies for the purposes of vacation entitlement only. The employee shall cooperate with the Employer by providing verification of previous service. These claims shall be reviewed by the Employer and employees shall be provided with the appropriate credit for years of service, for vacation entitlement purposes, commensurate with their years of service on a go-forward basis. For clarity, any change to the vacation entitlement shall become effective on January 1, 2025 and there shall be no retroactivity.

For clarity, vacation entitlement (the amount of annual vacation) is based on “continuous service” in (a), (b), (c), (d), (e), (f) and (g).

Vacation selection (the choosing of when to take vacation) is based on “seniority”. “Seniority” is continuous service with (a) and/or (b) only.

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

DESIGNATED REST DAYS

- 13.12 An employee with less than 14 years of service may elect to designate one (1) vacation leave period per year whereby the Employer will protect the rest day(s) which occur immediately before and immediately after the vacation leave period. Employees who elect to protect their rest days during a specific vacation leave period shall identify the designated leave period during their respective annual vacation selection.

- 13.13 An employee with more than 14 years of service may elect to designate two (2) vacation leave periods per year whereby the Employer will protect the rest day(s) which occur immediately before and immediately after the vacation leave period. Employees who elect to protect their rest days during a specific vacation leave period shall identify the designated leave period during their respective annual vacation selection.

- 13.14 Where an employee is required to report for any period of work on or during the vacation leave period, including rest day(s) that occur immediately before and after the vacation leave period, the employee shall receive payment in accordance with Article 6.02 (c) of the collective agreement.

ARTICLE 14 STATUTORY HOLIDAYS

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

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

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

- 14.02 (a) Each member shall be credited with ninety-six (96) hours in lieu of the twelve (12) statutory holidays contained in Section 14.01. Such hours shall be credited to statutory holiday bank on January 1st in each calendar year.
- (b) If a member works a scheduled shift on a statutory holiday, the employee's statutory holiday bank shall be credited with one half

(1/2) hour for every hour worked that is not overtime.

- (c) A separate shift schedule may be used to cover the Christmas/New Year's holiday period in which members are scheduled to take seven consecutive days off, composed of four (4) rest days and three (3) statutory holidays. Under this separate shift schedule, members will be required to remove the corresponding number of hours from their statutory holiday bank (e.g. twenty-four (24), thirty (30), thirty-six (36)).

Except with the mutual agreement of a member and their supervisor, the separate shift schedule covering this holiday period shall be rotated annually to ensure that members receiving the Christmas Day and Boxing Day period off in one (1) year, will receive the New Year's Day period off in the subsequent year.

Members of a workplace may decide in a majority decision to remain on their regular shift rotation. When this occurs members will not be required to take days off during the holiday period other than their regular scheduled rest days.

- (d) Hours accumulated under paragraphs (a) and (b) of this Section, and remaining in the statutory holiday bank following the application of paragraph (c), shall be paid in the month immediately following the calendar year.
- (e) Where an employee uses statutory holiday bank hours during the vacation leave period or as required by Article 14.03, the employee shall be deemed to have taken the statutory holiday benefit and the employee's statutory holiday bank shall be reduced by the corresponding number of hours of the employee's shift schedule.
- (f) Where an employee uses the time in their statutory holiday bank, their bank shall be reduced by the corresponding number of hours of the employee's shift schedule.

14.03 Employees normally working in an administrative position, resulting in their absence on a day that a statutory holiday falls, shall be deemed to have taken that holiday, and their statutory holiday bank shall be reduced by an amount equal to hours normally worked in a shift, and no further compensation shall be granted.

14.04 Special holidays as proclaimed by the Governor General or Lieutenant Governor as referred to in Section 14.01 and which are granted during vacation leave-of-absence shall be computed as part thereof, but no other holidays shall be computed therein.

ARTICLE 15 ENTITLEMENT ON DEATH

- 15.01 Where an employee who has served more than six (6) months dies, there shall be paid to the deceased employee's personal representative or, if there is no personal representative, to such person as the Employer determines, the sum of:
- (a) any regular salary due;
 - (b) one-twelfth (1/12) of the deceased employee's annual salary;
 - (c) the deceased employee's salary for the period of vacation, leave-of-absence and overtime credits that have accrued; and
 - (d) an amount in respect of attendance credits or severance pay computed in the manner and subject to the conditions set out in Article 8, Termination Payments.
 - (e) Benefit Coverage for Dependents of Deceased Employees -- The Health and Welfare and Dental benefit coverage for spouses and eligible dependents of a deceased employee shall continue for one (1) year from the date of death of the employee.
- 15.02
- (a) The surviving spouse or dependents of the deceased employee may be paid up to two thousand dollars (\$2,000.00) of the above without the prior consent of the Provincial Treasurer.
 - (b) Any indebtedness to the Crown on the part of the deceased member, such as overpaid (advance) salary, and overdrawn attendance credits, must be deducted from the above entitlement before payment is made.
 - (c) All net payments are subject to income tax.
- 15.03.01 Where an employee is killed in the line of duty, the Employer will reimburse the employee's surviving spouse or dependents of a deceased employee for funeral/burial expenses up to a maximum amount of \$12,000.
- 15.03.02 Article 15.03.1 comes into effect December 31, 1999.

ADDITIONAL PECUNIARY AID FOR SURVIVORS OF EMPLOYEES KILLED IN THE LINE OF DUTY

- 15.04 Where an employee is killed in the line of duty, the Employer shall provide pecuniary aid to the employee's spouse.
- (a) The objective of the aid is to provide a supplement to eligible governmental, legislated and pension plan payments which an employee's spouse is eligible for from the Workplace Safety and

Insurance Board ("WSIB"), the Canada Pension Plan ("CPP") and the Ontario Public Service Pension Plan ("PSPP") on behalf of the spouse and their children.

- (b) The supplementary payment shall be equal to the difference between the total amount which the employee's spouse is eligible to receive and the after-tax salary being paid to the employee at the date of the employee's death, calculated monthly. The employee's spouse shall co-operate by providing the necessary information required to determine these amounts.
- (c) The award shall be adjusted, as required, to reflect the after-tax salary rate that would have been paid to the employee had they remained an employee of the Ontario Provincial Police at the rank or classification they held at the date of their death. The award shall continue until the employee's earliest unreduced pension date or until their spouse remarries or enters into a common-law marriage, whichever date is earlier.
- (d) If an employee is killed in the line of duty, the employee's surviving spouse and eligible dependents shall have the option to make elections, which may include access to be covered by the OPPA's insured benefits plan, unless the spouse and eligible dependents are covered for insured benefits as a survivor pension recipient.

Should the surviving spouse and eligible dependents not be entitled to insured benefits coverage as a survivor pension recipient, their entitlement shall continue until the date that would have been the employee's earliest unreduced pension date or until the spouse remarries or enters into a common-law marriage, whichever date is earlier, and until the dependents are no longer defined as eligible dependents under the benefits plans.

ARTICLE 16 PLAIN CLOTHES EXPENSE

16.01 Effective January 1, 2025, each employee covered by this Collective Agreement, who is required to provide and wear a plain clothes uniform as part of the employee's duties, shall be reimbursed by the Employer for expenses incurred in the purchase of such clothing, to a maximum of one-thousand, seven hundred and fifty dollars (\$1,750.00) per annum, inclusive of dry cleaning, upon presentation of the necessary receipts. If an employee performs such duties for less than a calendar year, but for a period or periods totaling one calendar month (30 days) or more in that year, the employee shall be entitled to reimbursement of a proportionate part of the expenses in the same ratio that the employee's time so spent bears to that calendar year.

16.02 Each employee entitled to the expenses under Section 16.01 shall submit a claim once annually in January for the preceding year to be reimbursed

not later than the month of February, next following.

ARTICLE 17 MOTORCYCLE ALLOWANCE

- 17.01 Employees operating motorcycles shall receive an allowance of two dollars (\$2.00) per day or any part thereof on which they operate a motorcycle.
- 17.02 Payment for motorcycle allowance will be made upon the motorcycle employee completing the necessary forms, covering a three (3) month period ending March 31st, June 30th, September 30th and December 31st.

ARTICLE 18 UNIFORM AND EQUIPMENT ISSUE

- 18.01 The issuing of uniforms and equipment necessary for the performance of duty will be upon the same basis as in effect upon the commencement date of this Collective Agreement.
- 18.02 Uniforms or civilian clothing soiled in performing duties under conditions not normally encountered shall be cleaned at the expense of the Employer on authorization by an employee's supervisor.
- 18.03 An employee required to attend a course of instruction necessitating the purchase of gymnastic or special equipment shall be reimbursed an amount not to exceed ninety dollars (\$90.00), upon production of necessary receipts.

ARTICLE 19 PAID DUTY

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

ARTICLE 20 TRANSFER TO OTHER MINISTRY

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

ARTICLE 21 NOTICE OF TRANSFER

- 21.01 Whenever possible, an employee shall receive at least sixty (60) days prior written notice of the date the transfer within the Ministry is to take effect.

- 21.02 Where an employee was transferred for the convenience of the Employer, resulting in the necessity of relocating the employee's residence at the Employer's expense, during the last five (5) years prior to retirement or death and the employee or surviving spouse apply within one year (1) of the date of retirement or death of the employee for assistance to return to any previous locations of government employment in Ontario or to any other location in Ontario of equal or lesser distance; relocation expenses may be paid, provided the move takes place within two (2) years of the approval of the application.

Only expenses incurred for the realty commission, movement of household effects; and legal fees and disbursements on sale and purchase shall be reimbursed in accordance with the policy on relocation expenses contained in the Relocation Expenses Directive.

Where an employee is transferred for the convenience of the Employer, and is entitled to relocation expenses under the Relocation Expenses Directive, during the last five (5) years prior to their expected retirement date, the employee may waive their entitlements under the Relocation Expenses Directive and elect to receive reimbursement for temporary accommodation costs or travel costs up to a maximum of thirty-thousand dollars (\$30,000) over the five (5) year period. This is only applicable when the member realizes an actual commuting increase of more than 125 km from their principal residence.

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

ARTICLE 22 TEMPORARY POSTINGS

DEFINITION

- 22.01 Temporary posting means the transfer of an employee from the employee's regular posting to another posting, on a temporary basis for a period in excess of one week (7 days), the conditions of which preclude the employee from claiming full living and traveling expenses for the duration

of the temporary posting.

LIVING EXPENSES

- 22.02 In each instance of temporary posting, the employee shall be entitled to full living expenses while establishing necessary and suitable accommodation, but in no case shall this entitlement be for a period in excess of seven (7) consecutive days.

ACCOMMODATION

- 22.03 The Regional or Bureau Commander shall be responsible for establishing an equitable per diem allowance for each employee during temporary posting governed by the prevailing rates in the area for:
- (a) meals, if accommodation is supplied at OPP or municipal expense; and
 - (b) boarding house rates prevailing in the area, if no accommodation is supplied; or
 - (c) room and meals if no boarding house accommodation is available.
- 22.04 It will be necessary for the Regional or Bureau Commander to establish the per diem allowance in each area prior to posting the employee.
- 22.05 The notice of temporary posting sent to the employee by the Regional or Bureau Commander shall state whether or not accommodation is being supplied and the per diem allowance to which the employee is entitled. Accommodation for employees during temporary postings shall, to the extent possible, be such as will adequately meet the needs of the OPP and the employees involved.

TRAVEL ALLOWANCE

- 22.06 Travel shall be by the means which in accordance with Government policy, management deems to be most economical and direct, including, where the circumstances so warrant, the use of personally-owned automobiles.
- 22.07 Each employee on temporary posting shall be entitled to claim travel allowance as follows:
- (a) to the posting at commencement of duties,
 - (b) to and from the employee's regular posting,
 - (i) once each week for a distance of 0-200 kilometers;
 - (ii) once every two (2) weeks for distances of 201-400 kilometers;
 - (iii) once every three (3) weeks for distances of 401 kilometers or over; and

- (c) return to the employee's regular posting at cessation of duties.

SPECIAL CONSIDERATION

- 22.08 Conditions may exist in an instance of temporary posting which will require special consideration, in which case the matter shall be forwarded to the Bureau Commander, Organizational Development Bureau, for consideration and approval.
- 22.09 An employee who is required to attend a course or courses which result in the employee being absent from home for six (6) consecutive weeks or more shall be reimbursed for normal travel expenses incurred in making one (1) trip to home and return during that time. It is understood that, except with the approval of the course director, this trip will be taken at midway point in the course.

Travel shall be by the means which in accordance with Government policy is deemed to be the most economical except where due to the distance involved another means of travel, including air travel, is more practical.

ARTICLE 23 DEDUCTIONS FROM PAY

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

ARTICLE 24 USE OF EMPLOYER FACILITIES

- 24.01 Notices of Association activities may be posted on designated workplace bulletin boards by Association representatives appointed for this purpose. Association representatives may also receive Association mail addressed in care of the workplace and maintain in the workplace a file for Association correspondence.
- 24.02 The Association shall be permitted to install an electronic signage terminal in each detachment/unit in a location approved by the Employer to be used solely for communicating Association related business to its membership, as authorized by Association representatives appointed for the purpose of regulating the content of the information displayed on the terminal. The installation and maintenance of the terminal shall be at the expense of the Association.

ARTICLE 25 INFORMATION TO THE ASSOCIATION

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

Association.

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

ARTICLE 26 DEDUCTION OF ASSOCIATION DUES

- 26.01 The Employer shall deduct Association dues, as authorized from time to time by the Association, from the pay of each employee and transmit the total amount of such deductions to the head office of the Association by electronic deposit on each pay. The Association agrees to indemnify and save the Employer harmless from any liability arising out of the operation of this Article.
- 26.02 The Consolidated Dues/Fees Report shall continue to be submitted on a monthly basis.
- 26.03 (a) The Employer shall semi-annually provide to the Association a list of names of employees on behalf of whom dues are being deducted. In intervening months the Employer shall provide information to the Association which will permit it to keep such lists up to date.
- (b) The Employer shall provide the Association with a monthly data file on Association dues. The data file shall contain the following information fields:
- Employee Name, Employee ID Number, Badge Number, Employment Status (i.e., active, leave with pay, leave without pay, terminated), Start and end dates for leaves, Start and end dates for fixed term contracts, Effective dates for terminations, Continuous Service Date, LTIP Reason (i.e., pending, approved, rehabilitation, reoccurrence), Full/Part Time Indicator, Uniform or Civilian, Employee Class (i.e., Regular, fixed-term), Sex, Geographic Work Location, Benefit Base Salary, Job Classification Code, Title and Category/Module, Payrate Amount and Code, Scheduled Hours, Class Schedule, Job Dues/Fees Code, Total Dues Deducted, Total Earnings, Home Position Indicator, Union Group, Change Indicator, and Reason Code.
- (c) Information shall be made available to the Association on all employees on the Available for Redeployment List and the Health Reassignment List. The report will include the position title, classification and work location for the position. Regular reports will be made to the Association on a monthly basis in an electronic format agreed to by the parties such that the information can be sorted by the Detachment/Work Unit.
- 26.04 Subject to the jurisprudence of the Ontario Labour Relations Board and the Association's duty of fair representation, where an employee because of their religious conviction or religious belief objects to the paying of dues or

other assessments to the Association, an amount equal to any initiation fee, dues or other assessments will be paid by the employee, or remitted by the employer, to a charitable organization mutually agreed by the employee and the Association.

- 26.05 If a disagreement occurs between the Association and an employee regarding the application of 26.03, the matter will be referred to the OPP Grievance Board for resolution.

ARTICLE 27 PERSONNEL FILE

- 27.01 Once a year, upon written request, the Commissioner or the Commissioner's designee shall grant a member permission to examine the member's own personnel file at the location where it is maintained.

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

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

- 27.02 The employer agrees to remove from a member's personnel file the following items provided the member's personnel file has been clear of similar documentation/offences/convictions for an equivalent, previous period of time as specifically noted below:

- (a) all negative documentation and admonishments or informal discipline penalties two (2) years after the date of the last noted incident;
- (b) all records of any criminal and/or provincial offence in which there was a withdrawal or dismissal of the charges against the member;
- (c) all records of any provincial offence conviction five (5) years after the date of conviction;
- (d) all records of any criminal offence conviction five (5) years after the date of conviction where there was a conditional or absolute discharge;
- (e) all records of any discipline conviction under the *Community Safety and Policing Act* five (5) years after the last discipline conviction (after all appeal procedures have been exhausted), provided no other entries have been made with respect to discipline or public complaints and provided the confirmed penalty does not exceed the forfeiture of forty (40) hours pay or leave, or forty (40) hours suspension without pay.

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

ARTICLE 28 NEW EMPLOYEES

- 28.01 The Employer agrees to acquaint all new employees entering the bargaining unit with the fact that this Collective Agreement is in effect, and with the conditions of employment set out in the Articles.
- 28.02 The Employer agrees to place a current copy of the Collective Agreement in each Detachment Library, in the Police Orders, and on the OPP intranet.
- 28.03 Commencing August 1st, 2008 and thereafter, the probationary period for a Probationary Constable shall commence upon reporting to their assigned detachment/home location after the successful conclusion of the initial period of training as a Recruit Constable at the Provincial Police Academy and the Ontario Police College, and the Probationary Constable shall be on probation for a period of one year (1) from that date.

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

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

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

- 28.04 The Employer may dismiss a Probationary Constable for failure to meet the requirements of their position but before doing so, shall give the police officer reasonable information with respect to the reasons for the termination, and an opportunity to reply orally or in writing as reasonably determined by the Employer and shall consider the Probationary Constable's reply. The Employer shall notify the Employee of their right to contact the OPP Association.

ARTICLE 29 LAY OFF AND RECALL

ADVANCE NOTICE

- 29.01 The Employer and the Association agree that qualifications and seniority on a province-wide basis, are the primary consideration in the event that a reduction in the work force should become necessary.

For the purposes of Article 29, "seniority" is defined as continuous service with the Ontario Public Service and/or a police force which is amalgamated with the Ontario Provincial Police.

Where there is more than one (1) member hired on the same date, seniority shall be decided by a mutually agreed upon draw by the Employer and the Association, with representatives present from each respective party. The outcome of the draw shall only be used for the purposes of determining which member(s) shall be impacted in the reduction initiative in question.

- 29.02 Should a reduction in the work force become necessary, the Employer will give the Association as much advance notice of such reduction as is practicable, and in any event, in accordance with the OPS Confidential Disclosure to Bargaining Agents Directive, as amended from time to time, and will supply, at the earliest opportunity, a list of employees who are to be re-assigned within the OPP or laid off. The Employer agrees to meet with the Association upon request to discuss the manner in which the reduction is to be effected and to explore measures to mitigate layoffs.

RE-APPOINTMENT

- 29.03 Where an employee is released and the released employee's former position, or another position within the OPP for which the released employee is qualified becomes vacant within twenty-four (24) months from the date of release, the Employer shall deliver to the former employee a notice of the vacancy at least fourteen (14) days prior to it being filled and the released employee shall be appointed to the vacancy if:

- (i) the released employee agrees thereto; and
- (ii) no other former qualified employee who has greater seniority applies.

A copy of the notice of vacancy referred to herein shall be sent to the Association.

Vacancies shall not be filled before employees on recall have the opportunity to exercise their rights under Article 29.03.

ARTICLE 30 NORTHERN NON-RESIDENT ALLOWANCE

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

Location	Weekly Rate
Armstrong	\$45.00

Location	Weekly Rate
Atikokan	\$37.50
Big Trout Lake (Kitchenuhmaykoosib Inninuwug)	\$45.00
Blind River – East Algoma	\$25.00
Chapleau	\$37.50
Cochrane	\$25.00
Dryden	\$25.00 (effective January 1, 2025)
Ear Falls	\$40.00
Elliot Lake – East Algoma	\$25.00
Englehart	\$25.00
Espanola	\$25.00 (effective January 1, 2025)
Fort Frances	\$25.00 (effective January 1, 2025)
Greenstone	\$37.50
Gore Bay	\$37.50
Hearst	\$37.50
Hornepayne	\$40.00
Ignace	\$40.00
Iroquois Falls	\$25.00 (effective January 1, 2025)
Kapuskasing	\$25.00
Kenora	\$25.00 (effective January 1, 2025)
Kirkland Lake	\$25.00
Little Current	\$37.50
Manitouwadge	\$40.00
Marathon	\$37.50
Moosonee	\$45.00
Nipigon	\$25.00
Noelville	\$25.00 (effective January 1, 2025)
North Caribou Lake (Weagamou Lake)	\$45.00
Pickle Lake	\$45.00
Pikangikum	\$45.00
Rainy River	\$37.50
Red Lake	\$37.50
Schreiber	\$37.50
Shabaqua	\$25.00
Sioux Lookout	\$37.50
Smooth Rock Falls	\$37.50
Temagami	\$25.00
Temiskaming Shores	\$25.00 (effective January 1, 2025)
Thessalon	\$25.00
Wapekeka	\$45.00

Location	Weekly Rate
Wawa	\$37.50
White River	\$40.00

For purposes of this Article, "work location" is defined as the address of the working place at which the employee is normally stationed or, in certain special cases, another location designated as headquarters by the Commissioner or the Commissioner's designee.

ARTICLE 31 INFORMAL DISCIPLINARY PROCEDURE

- 31.01 Where a Regional or Bureau Commander or designee determines that informal discipline may be appropriate regarding a breach of conduct or an allegation which may result in charges pursuant to the *Community Safety and Policing Act*, the member shall be notified in writing of a time and date for a meeting with the Regional or Bureau Commander or designee.
- 31.02 The member shall have the option of being accompanied by an Association representative if the member so requests. The Association representative must be available in a reasonable time to attend the meeting.
- 31.03 If the member opts to have an Association representative present, the time spent in such a meeting shall be with no loss of pay for the Association representative provided the representative is on duty at the time of the meeting. The time spent in such a meeting shall be with pay for the member.

ARTICLE 32 MUNICIPAL AMALGAMATIONS

- 32.01 Where a member of a police service is hired by the Ontario Provincial Police (OPP) and the police service from which the member is hired amalgamates with the OPP anytime within five (5) years from the date of hire of the member, the member shall receive the full wages and benefits that the members of the amalgamated service would receive from the OPP.
- 32.02 Where a member was a Sergeant in a police service and is hired by the OPP, and the police service amalgamates with the OPP any time within five (5) years from the date of hire of the member, the member shall have the right to make application for rank review by the OPP.

ARTICLE 33 DURATION POSTINGS

NORTHERN INCENTIVE COMPENSATION ENHANCEMENT (NICE)

- 33.01 It is the intent of the Employer to provide incentives to Employees of the OPP in order to attract and retain qualified personnel to locations designated as "duration postings". All such incentives are contained within this Article. Duration Postings occur when an employee is assigned to a community as listed in Article 33.08. Duration Postings do not occur when

an employee is assigned to serve a short-term rotation of four (4) weeks or less in a community listed in Article 33.08.

NEWLY ASSIGNED TO DURATION POSTING

33.02

a) Attraction Incentive - Up to October 15, 2024

Employees assigned to a duration posting with a term of two (2) years will qualify for a \$30,000 payment. Employees assigned to a Duration Posting with a Term of Three years will qualify for a \$25,000 payment. Employees assigned to a Duration Posting with a Term of Four years will qualify for a \$15,000 payment. Employees assigned to a Duration Posting with a Term of Five years will qualify for a \$10,000 payment. Employees assigned to a Duration Posting with a Term of Six years will qualify for an \$8,000 payment. In order to receive this payment in all cases, the employee must report for duty at the respective Duration Posting and live in the community. This payment will be paid out in equal amounts on an annual basis over the course of their first term in the duration location.

b) Attraction Incentive – Effective October 16, 2024

Employees assigned to a duration posting with a Term of Two (2) years will qualify for a \$40,000 payment. Employees assigned to a Duration Posting with a Term of Three years will qualify for a \$32,500 payment. Employees assigned to a Duration Posting with a Term of Four years will qualify for a \$20,000 payment. Employees assigned to a Duration Posting with a Term of Five years will qualify for a \$10,000 payment. In order to receive this payment in all cases, the employee must report for duty at the respective Duration Posting and live in the community. This payment will be paid out in equal amounts on an annual basis over the course of their first term in the duration location, as set out here:

Duration Length	Annual Incentive	Total Incentive
2 Years	\$20,000	\$40,000
3 Years	\$10,833	\$32,500
4 Years	\$ 5,000	\$20,000
5 Years	\$ 2,000	\$10,000

For clarity, the implementation of the changes in this article 32.02 are not retroactive but shall be applied on a pro-rated basis to any Duration Postings effective October 16, 2024.

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

OPTIONS FOR DURATION COMPLETE EMPLOYEES

33.03

a) Renewal Incentive Up to October 15, 2024

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

2 year - \$26,904
 3 year - \$27,930
 4 year - \$30,039
 5 year - \$28,414
 6 year - \$21,660

b) Renewal Incentive Effective October 16, 2024

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

Duration Length	Annual Incentive	Total Incentive
2 Years	\$22,500	\$45,000
3 Years	\$12,500	\$37,500
4 Years	\$8,125	\$32,500
5 Years	\$ 5,682.80	\$28,414

For clarity, the implementation of the changes in this article 33.03 are not retroactive but shall be applied on a pro-rated basis to any Duration Postings effective October 16, 2024.

33.03.01 Pro-Rated Renewal Incentive – Employees who are due to become duration complete may renew at the same Duration Posting for any period in full-year increments to a maximum of one (1) year less than the full Duration Posting Length. Such employees shall receive an incentive payment of \$15,000 pro-rated by the full Duration Posting length. That prorated amount shall be paid out each year of their subsequent Duration Posting term. Employees who wish to renew must provide a minimum of three months written notice and must identify the length of the renewal at that time.

33.03.02 A duration complete employee who chooses to transfer out of a Duration Posting will be automatically entitled to the Pro-Rated Renewal Incentive until they are transferred or until they apply for another option in accordance with the Northern Incentive Compensation Enhancement (NICE) program.

For clarity, in the event a member later re-signs for a subsequent duration term at the current duration location, Article 33.06.05 shall apply. For further clarity, duration complete employees who wish to transfer from their duration location shall still be required to submit their area(s) of preference once they are ready to transfer.

Employees may make their request to transfer at any time commencing six (6) months prior to their Duration complete date.

33.03.03 Employees who are duration complete may sign up for a subsequent term at the same Duration Posting location and be entitled to apply for the Renewal Incentive pursuant to this article regardless of any change in position or rank during the initial term, or a subsequent term.

33.04 Employees assigned to Duration Postings may, at any time, apply for, be assigned to, or be promoted into positions within the same Duration Posting location without any impact on the calculation of the length of time served, or to be served. Notwithstanding the foregoing, employees who accept a promotion during the term of their Duration Posting shall not be eligible for transfer until the later of:

- (a) the date the employee is Duration complete; or
- (b) the date the employee has completed 18 months of continuous service in the promotion position.

For clarity, members who accept a promotion in a Duration Posting will not be considered for lateral transfer until six (6) months prior to the later of the dates set out in a) and b) above.

33.04.01 Employees assigned to Duration Postings may, at any time, apply for a position in a Duration Posting location other than their own. The assignment or promotion into such a position shall be on mutual consent of the Employer and the Employee and shall be contingent upon operational requirements. For clarity, employees moving to another duration posting will not carry over their time accrued in their former duration posting. Employees who change Duration Posting locations and who are not duration complete shall, if they had been receiving a Northern Incentive Compensation Enhancement (NICE) payment, receive a prorated payment only for the time spent in that posting. Employees who change Duration Posting locations, whether they are duration complete or not, shall only be entitled to apply for an Attraction Incentive, and not a Renewal Incentive, for the initial term at the new location.

EMPLOYEES IN A DURATION POSTING AS OF JANUARY 1, 2009

33.05.01 Where the length of a Duration Posting in which an employee is working on January 1, 2009, has been reduced, the employee shall have all time served in the posting credited to the new duration. Where an employee's accrued time served exceeds the new length of the Duration Posting, they shall be deemed duration complete and shall be entitled to any outstanding incentives owed to them.

33.05.02 Where the length of a Duration Posting in which an employee is working on January 1, 2009, has been extended, the employee shall be required to meet the original length of the posting as required in the 2006-08 MOU to be considered duration complete.

33.05.03 Where an employee is entitled to receive an installment of their Attraction Incentive after January 1, 2009, and where that incentive has been

increased since the date upon which the employee was assigned to the posting, the employee shall be eligible to receive a pro-rated incentive based on the new level of incentive for the remaining time required for the employee to be duration complete.

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

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

GENERAL REQUIREMENTS FOR ALL EMPLOYEES RECEIVING INCENTIVES DESCRIBED IN ARTICLE 33

- 33.06.01 Employees assigned to Duration Postings are entitled to the applicable incentives providing they maintain a residence in their assigned duration posting community, as defined in Article 33.08, for use during their shift periods. Exemptions may be granted if circumstances are such that it is not possible for the employee to reside in a location.
- 33.06.02 All Duration Posting terms will be extended by the length of any employee requested leaves of absence beyond thirty days.
- 33.06.03 The Employer retains the right to transfer employees where it is deemed to be in the best interests of the OPP.
- 33.06.04 An employee can apply in writing to re-sign for a second or subsequent term as early as six (6) months in advance of their anniversary date/month at the duration posting. The anniversary date will not be affected.
- 33.06.05 An employee who does not apply in writing to re-sign in advance of their anniversary date and subsequently decides to re-sign after they are Duration complete will be eligible for the Renewal Incentive. The duration term and incentives will commence on the date they apply to re-sign.

IMPLEMENTATION DATE

- 33.07 This incentive program was implemented January 1, 2001 and will apply to employees on the anniversary date of their transfer date into the Duration Posting.
- 33.08 This Article names, lists and sets out the length of a “Duration Posting”.

2 YEAR STATUS

- | | | |
|----------|-----------------------|-------------------------|
| 33.08.01 | Armstrong
Moosonee | Pickle Lake
Wapakeka |
|----------|-----------------------|-------------------------|

North Caribou Lake (Weagamou Lake)
Big Trout Lake (Kitchenuhmaykoosib Inninuwug)
Pikangikum

3 YEAR STATUS

33.08.02	Ear Falls	Foleyet (closed October 2020)
	Manitouwadge	Gogama (closed October 2020)
	Hornepayne	White River
	Ignace	

4 YEAR STATUS

33.08.03	Atikokan	Mindemoya (closed July 2020)
	Chapleau	Northwest Patrol
	Greenstone	Rainy River
	Gore Bay	Red Lake
	Hearst	Schreiber
	Little Current	Sioux Lookout
	Manitowaning (closed July 2020)	Sioux Narrows (closed October 2023)
	Marathon	

Effective January 1, 2025, Wawa is changed to 4-year status location (from 5-year status location).

5 YEAR STATUS

33.08.04	Blind River	Matheson (closed June 2022)
	Cochrane	Nipigon
	Elliott Lake	Shabaqua
	Emo (closed Aug. 2020)	Still River (closed August 7, 2020)
	Englehart	Temagami
	Kapuskasing	Thessalon
	Kirkland Lake	Wawa

Effective January 1, 2025, the following locations are changed to 5-year status locations (from 6-year status locations):

Dryden	Kenora
Espanola	Noelville
Fort Frances	Temiskaming Shores
Iroquois Falls	

6 YEAR STATUS

Effective January 1, 2025, the following locations are eliminated as 6-year

status locations:

33.08.05	Dryden Espanola Fort Frances Iroquois Falls	Kenora Noelville Temiskaming Shores Warren (closed March 2022)
----------	--	---

- 33.09 To the extent that it does not interfere with the Commissioner's right to assign personnel, the Employer undertakes to reassign an employee at the expiration of the term of the employee's duration posting consistent with the operating requirements of the OPP and the expressed area of preference of the employee. For the purpose of clarity, when an employee re-signs for a subsequent term, the expiration of the term will have occurred after they have completed that subsequent term.

RED LAKE, EAR FALLS, SIOUX LOOKOUT AND NORTHWEST PATROL STAFFING

- 33.10.01 Employees posted to the detachments of Red Lake, Ear Falls, Sioux Lookout and Northwest Patrol, who spend time providing front line policing support in Pikangikum, North Caribou Lake (Weagamow Lake), Big Trout Lake (Kitchenuhmaykoosib Inninuwug), Wapekeka First Nations, Pickle Lake and other locations the parties agree to from time to time, will receive double time credit for that time for the purposes of Article 33.

PICKLE LAKE, BIG TROUT LAKE (KITCHENUHMAKOOSIB INNINUWUG), NORTH CARIBOU (WEAGAMOW LAKE) AND WAPEKEKA STAFFING

- 33.10.02 (a) In the event the Employer first exhausts all available transfer requests directly to Pickle Lake, Big Trout Lake (Kitchenuhmaykoosib Inninuwug), North Caribou (Weagamow Lake) and Wapekeka on a two (2) year duration term, or lacks sufficient experienced members available for transfer, the Parties may also rely upon Articles 33.10.01 to 33.10.07 above to ensure adequate staffing of these locations.
- (b) For clarity, Article 33.10.01 shall only apply in the event that the Employer is unable to staff directly at these locations and a member of the Sioux Lookout detachment (four (4) year duration location and related entitlements) is assigned to support Pickle Lake, Big Trout Lake (Kitchenuhmaykoosib Inninuwug), North Caribou (Weagamow Lake) and Wapekeka on a rotational basis of no less than six (6) months and no greater than two (2) continuous years, as described in Article 33.10.02.
- (c) Any member claiming entitlement for double time credit under Article 33.10.01 must first meet all eligibility requirements for Duration entitlements at their home duration location as set out in Article 33.
- 33.10.03 To qualify for the double time credit under 33.10.01, employees shall serve a rotation at one or more of these First Nation locations of no less than six

(6) months and no greater than two (2) continuous years.

- 33.10.04 The provisions of Article 22, except as modified by Article 33.10.07 below, shall apply to any employee serving a rotation.
- 33.10.05 Employees who receive a double time credit as a result of this agreement and who also receive a NICE payment pursuant to Article 33, shall receive their NICE payments at a rate proportionate to the double time credit earned.
- 33.10.06 Employees who are in receipt of NICE and who become duration complete as a result of the language in 33.10.01, will be entitled to the Renewal Incentive pursuant to Article 33 should they sign up for a subsequent term at the same Duration Posting.
- 33.10.07 The provisions of Article 33.06.01, and specifically the requirement to reside within the assigned Duration Posting community, shall not apply to employees while they are serving a rotation at either of these First Nation locations.
- 33.10.08 Employees who serve rotations are not required to stay at the First Nation location on rest days. The Employer shall provide transportation, at its own expense, to the employees so that they can return to their Duration Posting location during their rest days or other blocks of time when they are not scheduled for duty.
- 33.11 No other incentive arrangements beyond those provided in this section are permitted.

ARTICLE 34 LEGAL INDEMNIFICATION

- 34.01 Subject to the other provisions of this Article:
- (a) an employee charged with but found not guilty of a criminal or other federal offence, because of acts done in good faith in the performance of their duties as an employee, shall be indemnified for the necessary and reasonable legal costs incurred in the defence of such charges;
 - (b) an employee charged with but found not guilty of a provincial offence, because of acts done in good faith in the performance of their duties as an employee, shall be indemnified for up to five- thousand dollars (\$5,000) of the necessary and reasonable legal costs incurred in the defence of such charges;
 - (c) an employee who has been designated as a subject officer in an investigation undertaken by the Special Investigations Unit shall be indemnified for the necessary and reasonable legal costs incurred in seeking advice and representation with respect to the investigation so long as the employee was acting

in good faith in the performance of their duties. Where the employee is subsequently charged with a statutory offence the provisions of 34.01(a) or (b) shall apply, as applicable;

- (d) an employee who has been designated as a witness in an investigation undertaken by the Special Investigations Unit (SIU) shall be indemnified for the necessary and reasonable legal costs incurred during the initial, on-site investigation by the SIU. Where more than one employee has been designated as a witness with respect to an SIU investigation, necessary and reasonable legal costs will be indemnified for one counsel collectively for all witness employees;
- (e) where an employee is named a respondent/defendant in a proceeding at the Ontario Human Rights Tribunal or in any other civil action for damages arising out of acts done in good faith in the performance of their duties, and a government lawyer (or in the case of an insured claim, counsel retained by the insurer) determines they are unable to act for the employee, the employee shall be indemnified for the necessary and reasonable legal costs incurred in defending the action, if the employee is not found to be liable. Any legal costs which are recovered by the employee in the action shall be deducted from the reimbursement; and
- (f) where an employee's conduct has been called into question in the course of a Public Inquiry or a Coroner's Inquest and the employee was acting in good faith in the performance of their duties and counsel acting on behalf of the Employer determines they are unable to act for the employee, the employee shall be indemnified for the necessary and reasonable legal costs incurred in defending the action.
- (g) Employees shall be entitled to legal indemnification under this article with respect to matters relating to the *Mandatory Blood Testing Act, 2006* as set out in Police Orders.

34.02 Employees shall not be indemnified for legal costs arising from:

- (a) grievances or complaints under the Collective Agreement between the Employer and the Association or grievances as defined under Article 4.00 (b);
- (b) the actions or omissions of employees acting in their capacity as private citizens;
- (c) proceedings under Part XII of the *Community Safety and Policing Act*; or
- (d) investigations and complaints under the Employer's Respectful

Workplace policy.

34.03 For the purposes of 34.01(a) and (b), an employee:

- (a) shall be deemed to have been found not guilty where: they are finally acquitted; the charges are withdrawn; or they are discharged following a preliminary inquiry; and
- (b) shall be deemed to have been found guilty where: they are given an absolute or conditional discharge; or they are subsequently found guilty of or pleads guilty to other charges arising out of the same incident(s).

34.04 (a) Applications for approval for legal indemnification shall be made in writing to the Commissioner or Commissioner's designee, as soon as the employee is aware of a legal proceeding in which they require legal representation.

- (b) Legal costs incurred prior to approval for legal indemnification will only be reimbursed where the Employer is satisfied that it was not possible in the circumstances for the employee to obtain prior approval and that the application for approval was made at the earliest opportunity.
- (c) The employee shall enter into a written retainer agreement with counsel retained by the employee. The form and substance of the retainer, including the terms and conditions of the agreement, shall be subject to the approval of the Employer.
- (d) For the purposes of this Article, "legal costs" shall be the actual costs disclosed on the accounts rendered by the legal counsel performing the work.
- (e) Any account submitted by counsel retained by the employee is subject to the review and approval of the Employer. In the event the Employer does not approve the actual costs disclosed on the account, the employee may have the account assessed on a solicitor and client basis by a court assessment officer. The Employer will reimburse the employee for the fee charged to the employee for filing a request for an assessment with a court assessment officer.

34.05 For the purposes of this Article:

- (a) The legal costs shall be deemed to have been incurred by the employee notwithstanding that the employee may have received financial assistance from the Association in respect thereof or that the Association paid or incurred the expenses directly; and
- (b) "Employees" shall include a former employee or their estate where

the charge and/or action arose out of a situation that occurred while the former employee was still an active employee of the Ontario Provincial Police.

34.06 Any disputes regarding the granting of legal indemnification shall be resolved by way of grievance under Article 4 (Grievance Procedure) subject to the following:

- (a) any finding of guilt in a statutory offence proceeding, or
- (b) any finding of liability in a civil action for damages, or
- (c) any finding of misconduct or unsatisfactory work performance in a proceeding under Part XII of the *Community Safety and Policing Act*

shall be determinative of the issue of guilt, liability, misconduct or unsatisfactory work performance for the purpose of any grievance proceeding in relation to this Article.

34.07 For the purposes of this Article, a reference to an Act shall be deemed to include any Act that in the future is enacted in place of the Act referred to in this Article.

ARTICLE 35 RELOCATION POLICY

35.01 It is understood that the employer determines the community in which a uniformed employee serves and may require them to transfer to several different work locations in the province of Ontario during their employment. In recognition of these unique operational considerations, a uniformed employee will be entitled to reimbursement of relocation expenses under the employer's written Relocation Expenses Directive as long as:

- (a) the new work location is at least forty (40) kilometres away from the old workplace; and
- (b) the road distance between the new work location and new residence is at least forty (40) kilometres less than the road distance between the new place of employment and old residence.

ARTICLE 36 BROADER PUBLIC SECTOR

36.01 For the purposes of this Article, the Broader Public Sector consists of any Government or other public entity.

36.02 While in the workplace, secondees from the Broader Public Sector shall not perform duties normally performed by employees in the bargaining unit if it directly results in the lay-off of a bargaining unit employee.

36.03 The Employer's use of secondees from the Broader Public Sector to perform bargaining unit work does not constitute a violation of the Collective Agreement provided that, unless the parties otherwise agree, the Broader

Public Sector seconded is not seconded for a period of greater than three (3) years.

- 36.04 The Employer shall provide the Association every six (6) months with a data file on secondees who perform OPPA bargaining unit work, which shall include the following information fields: Ministry work location; secondee name; start date; institution seconded from; and anticipated termination date.
- 36.05 The Employer will require basic or enhanced security screening checks from the above noted secondees.
- 36.06 It is understood that the above noted secondees are not represented by the Association.

ARTICLE 37 POLICE ORDERS, RULES AND REGULATIONS

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

ARTICLE 38 SELF ADMINISTRATION OF BENEFITS

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

For greater certainty, these health and welfare benefits are:

Employee's Group Insurance

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

Group Life Insurance Plan

Supplementary Health and Hospital Insurance

Long Term Income Protection Plan up to and including December 31, 2012.

Dental Plan

Vision Care and Hearing Aids

- (b) Effective January 1, 2013, the LTIP plan shall be administered by the Employer.

All employees eligible for LTIP benefits, excluding those employees in receipt of LTIP under the Association's administration of the LTIP

Plan, will receive disability benefits under the Employers' LTIP Plan effective January 1, 2013. Employees in receipt of LTIP under the Association's administration of the LTIP Plans shall be transferred to the Employer's LTIP Plan effective March 1, 2013. The Employer will assume full responsibility for payment of LTIP benefits to eligible current and future disabled employees following the transfer date.

- (c) The Parties acknowledge that the May 6, 2019 interest arbitration award provides that the Employer is responsible for funding the cost associated with the elimination of any annual and per visit caps for coverage related to the services of a Psychologist or Social Worker (MSW). The parties further acknowledge that these changes took effect the day of the award.

- 38.03 The Association agrees to provide health and welfare benefits not less than health and welfare benefits contained in the January 1, 2006 to December 31, 2008 Memorandum of Understanding.
- 38.04 Pensioners include retirees, survivors, and deferred members. For the purposes of this Article, a "retiree" is defined as a former member of the Association who is in receipt of a pension from the Public Service Pension Plan and who has met the eligibility criteria to receive post-retirement benefits.
- 38.05 The Association shall provide pensioners with benefits equivalent to benefits provided to active members save and except Long Term Income Protection and Group Life as per current plan provisions.
- 38.06 The Employer shall remit agreed funding to the Association on a monthly basis for total active members and pensioners for the purposes of funding these health and welfare benefits.
- 38.07 The Employer also agrees to provide funding, as described in the Agreement between the Association and the Employer dated February 26, 2016 to the Association for the self-administration of health and welfare benefits and reserve.
- 38.08 Notwithstanding the self-administration of health and welfare benefits by the Association save and except LTIP, the Employer remains fully responsible for providing short term sickness benefits under the Collective Agreement. The Accidental Death Benefit Plan will also be maintained and provided by the Employer.
- 38.09 The Employer agrees to continue to deduct premiums for the voluntary benefits, supplementary life and dependent group life from employees as a payroll deduction and to remit these premiums with reports to the Association benefit provider.

- 38.10 The Employer also agrees to provide to the Association necessary information to permit self-administration of the health and welfare benefit plan.

ARTICLE 39 LONG TERM INCOME PROTECTION

- 39.01 Effective January 1, 2013, the Employer will pay one hundred percent (100%) of the premium of the Long Term Income Protection Plan (LTIP).
- 39.02 Effective January 1, 2013, and annually thereafter, the total monthly payment for employees in receipt of LTIP under the Employer's Plan shall be increased by up to two percent (2%) based on the average annual increase in the Ontario Consumer Price Index (CPI) as published by Statistics Canada each January.
- 39.03 Employees have the right to appeal the denial of LTIP benefits to a Joint LTIP Benefits Review Committee in addition to the right to appeal directly to the carrier.

ARTICLE 40 HEALTH AND SAFETY

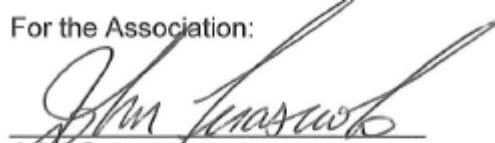
- (a) The Employer shall continue to make reasonable provisions for the safety and health of its employees. It is agreed that both the Employer and the Association shall co-operate to the fullest extent possible in the prevention of injury and in the reasonable promotion of safety and health of all employees.
- (b) The Employer shall provide safety equipment and protective clothing where it requires that such equipment or clothing be worn by its employees.

ARTICLE 41 DURATION

- 41.01 The Collective Agreement covers the period from January 1, 2023 until December 31, 2026. The effective date of any provisions under this Collective Agreement shall be the date of ratification, unless otherwise specified herein. This Collective Agreement shall continue in effect until December 31, 2026, and during negotiation or arbitration for its renewal or revision.

Signed this 26th day of June, 2024

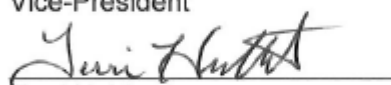
For the Association:



John Cerasuolo
President



David Sabatini
Vice-President



Terri Hubbert
Director

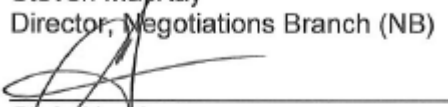


Lisa Shipley
Chief Administrative Officer

For the Employer:



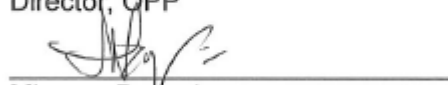
Steven MacKay
Director, Negotiations Branch (NB)



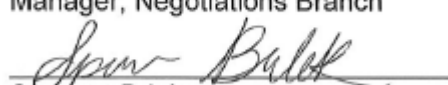
Chris Harkins
Deputy Commissioner, OPP




Marnie Clark
Director, OPP



Minerva Papasin
Manager, Negotiations Branch



Spencer Brlek
Corporate Staff Relations Officer, NB



Barry Scanlon
Corporate Staff Relations Officer, NB

SCHEDULE 1 – SALARIES

SCHEDULE 1 – SALARIES

ACROSS-THE-BOARD WAGE INCREASES

The salary schedules for Uniformed Officers for January 1, 2023 through to December 31, 2026 are attached. The following Across-the-Board Wage increases are applicable:

January 1, 2023:	4.75%
January 1, 2024:	4.50%
January 1, 2025:	2.75%
January 1, 2026:	2.75%

Corresponding percentage increases to apply to all Uniform classifications.
Corresponding percentage increases to apply to Cadets.

PROVINCIAL RESPONSIBILITY INCENTIVE (PRI)

The Provincial Responsibility Incentive shall be applied to all classifications at the rank of First Class Constable and above structured as follows:

- 3% of the First Class Constable rate from the commencement of the 8th year of service to the completion of the 16th year of continuous service.
- 6% of the First Class Constable rate from the commencement of the 17th year of continuous service and continues through to the completion of the 22nd year of continuous service.
- 9% of the First Class Constable rate from the commencement of the 23rd year of continuous service and continues until service terminates.

The PRI will be considered as basic pay for the purposes of pension contributions and premium calculation (e.g. overtime, statutory holidays, vacation). It is not included in base salary for the purposes of calculating annual increases.

* The Provincial Responsibility Incentive is to recognize the contribution made by OPPA members to provincial policing across the province.

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

- (a) a Police force which is amalgamated with the OPP;
- (b) the Canadian Forces Military Police;
- (c) the OPP Administered First Nations Police
- (d) any other Canadian Police Service.

For all other employees, service will be composed of only continuous service with the Ontario Provincial Police.

INCREMENTS WITHIN THE SALARY RANGE

The Commissioner may grant a regular increase in salary to a member by advancing the member from one step of the salary range to the next step annually or semi-annually as prescribed by the salary schedule applicable, if the work of the member has been performed satisfactorily.

The Commissioner may grant an accelerated increase to a member by advancing the member two steps of the salary range at the time of a regular increase, or by granting an increase of one step before the time for a regular increase, if,

- (a) the performance of work by the member has been exceptional as established by a performance rating report; and,
- (b) the member has not previously been granted an accelerated increase while in the same salary range.

The granting of an accelerated increase before the time for a regular increase shall not be considered in determining the anniversary date for the purpose of regular increase.

CS05 SPECIAL ADJUSTMENT

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

SCHEDULE I – SALARY SCHEDULES

A) Effective January 1, 2025 the salary or all Uniform employees shall be:

CS05 Recruit Constable (Period of Training) rate of pay;
CS04 0-12 months receive the 4th class rate of pay;
CS03 12-24 months receive the 3rd class rate of pay;
CS02 24-36 months receive the 2nd class rate of pay;
CS01 3 plus years receive the first class rate of pay;

B) Until December 31, 2024, the following salary progression shall remain in effect:

For the first two months at the rank of 3rd Class Constable, a constable will receive the 4th class rate of pay;
For the first four months at the rank of 2nd Class Constable, a constable will receive the 3rd class rate of pay; and
For the first six months at the rank of 1st Class Constable, a constable will receive the 2nd class rate of pay

C) Any civilian member of the O.P.P. and any civilian employee of the Ontario Public Service who is hired by the Employer as a Probationary Constable or Constable shall remain at the same rate of pay as they had been receiving immediately prior to being hired as a uniform member, unless the rate of pay is lower than the rate of pay of their new uniform member position.

Any civilian member to whom the above paragraph applies shall remain at that same rate of pay until such time as they would have been entitled to a higher rate of pay within their new uniform member position based on their anniversary date in the new position, at which time, the uniform member shall commence receiving the rate of pay commensurate with the length of service spent in the uniform member position.

			January 1, 2023 to December 31, 2023			
<u>Rank</u>	<u>Class Code</u>	<u>Class Title</u>	<u>Hourly</u>	<u>Weekly</u>	<u>Bi-Weekly</u>	<u>Annual</u>
Cadet	U0134	Cadet	\$22.86	\$914.20	\$1,828.40	\$47,702
CS05	05600	Constable, 5th Class	\$29.37	\$1,174.84	\$2,349.68	\$61,301
CS04	05602	Constable, 4th Class	\$37.45	\$1,497.97	\$2,995.94	\$78,162
CS03		Constable, 3rd Class	\$42.80	\$1,712.09	\$3,424.18	\$89,334
CS02		Constable, 2nd Class	\$47.62	\$1,904.70	\$3,809.40	\$99,385
CS01		Constable, 1st Class	\$53.50	\$2,139.98	\$4,279.96	\$111,661
SG02	05604	Sergeant	\$56.17	\$2,246.95	\$4,493.90	\$117,243
SG01			\$60.45	\$2,418.13	\$4,836.26	\$126,175
SS03	05614	Staff Sergeant	\$63.13	\$2,525.24	\$5,050.48	\$131,763
SS02			\$66.34	\$2,653.47	\$5,306.94	\$138,454
SS01			\$68.48	\$2,739.15	\$5,478.30	\$142,925
SM01	05609	Sergeant Major	\$70.08	\$2,803.35	\$5,606.70	\$146,275
SSDC02-3	05623	Staff Sergeant-Detachment Commander 2	\$67.05	\$2,681.81	\$5,363.62	\$139,933
SSDC02-2			\$70.45	\$2,818.05	\$5,636.10	\$147,042
SSDC02-1			\$72.72	\$2,908.99	\$5,817.98	\$151,787
SSDC01-3	05621	Staff Sergeant-Detachment Commander 1	\$68.05	\$2,722.15	\$5,444.30	\$142,038
SSDC01-2			\$71.51	\$2,860.50	\$5,721.00	\$149,257
SSDC01-1			\$73.82	\$2,952.82	\$5,905.64	\$154,074
PROVINCIAL RESPONSIBILITY INCENTIVE						
			January 1, 2023 to December 31, 2023			
<u>Rank</u>	-	-	<u>Hourly</u>	<u>Weekly</u>	<u>Bi-Weekly</u>	<u>Annual</u>
Rank below CSO1			\$0.00	\$0.00	\$0.00	\$0
With less than 8 years' service			\$0.00	\$0.00	\$0.00	\$0
With 8 to 16 years' service			\$1.61	\$64.20	\$128.40	\$3,350
With 17 to 22 years' service			\$3.21	\$128.40	\$256.80	\$6,700
With 23 or more years' service			\$4.81	\$192.59	\$385.18	\$10,049

			January 1, 2024 to December 31, 2024			
<u>Rank</u>	<u>Class Code</u>	<u>Class Title</u>	<u>Hourly</u>	<u>Weekly</u>	<u>Bi-Weekly</u>	<u>Annual</u>
Cadet	U0134	Cadet	\$23.88	\$955.34	\$1,910.68	\$49,848
CS05	05600	Constable, 5th Class	\$30.69	\$1,227.71	\$2,455.42	\$64,060
CS04	05602	Constable, 4th Class	\$39.13	\$1,565.38	\$3,130.76	\$81,679
CS03		Constable, 3rd Class	\$44.73	\$1,789.13	\$3,578.26	\$93,354
CS02		Constable, 2nd Class	\$49.76	\$1,990.41	\$3,980.82	\$103,857
CS01		Constable, 1st Class	\$55.91	\$2,236.28	\$4,472.56	\$116,686
SG02	05604	Sergeant	\$58.70	\$2,348.06	\$4,696.12	\$122,518
SG01			\$63.17	\$2,526.95	\$5,053.90	\$131,853
SS03	05614	Staff Sergeant	\$65.97	\$2,638.88	\$5,277.76	\$137,693
SS02			\$69.32	\$2,772.88	\$5,545.76	\$144,685
SS01			\$71.56	\$2,862.41	\$5,724.82	\$149,356
SM01	05609	Sergeant Major	\$73.24	\$2,929.50	\$5,859.00	\$152,857
SSDC02-3	05623	Staff Sergeant-Detachment Commander 2	\$70.06	\$2,802.49	\$5,604.98	\$146,230
SSDC02-2			\$73.62	\$2,944.86	\$5,889.72	\$153,659
SSDC02-1			\$76.00	\$3,039.89	\$6,079.78	\$158,617
SSDC01-3	05621	Staff Sergeant-Detachment Commander 1	\$71.12	\$2,844.65	\$5,689.30	\$148,430
SSDC01-2			\$74.73	\$2,989.22	\$5,978.44	\$155,973
SSDC01-1			\$77.14	\$3,085.70	\$6,171.40	\$161,007
PROVINCIAL RESPONSIBILITY INCENTIVE						
			January 1, 2024 to December 31, 2024			
<u>Rank</u>	-	-	<u>Hourly</u>	<u>Weekly</u>	<u>Bi-Weekly</u>	<u>Annual</u>
Rank below CS01			\$0.00	\$0.00	\$0.00	\$0
With less than 8 years' service			\$0.00	\$0.00	\$0.00	\$0
With 8 to 16 years' service			\$1.68	\$67.09	\$134.18	\$3,501
With 17 to 22 years' service			\$3.35	\$134.18	\$268.36	\$7,001
With 23 or more years' service			\$5.03	\$201.26	\$402.52	\$10,501

			January 1, 2025 to December 31, 2025			
<u>Rank</u>	<u>Class Code</u>	<u>Class Title</u>	<u>Hourly</u>	<u>Weekly</u>	<u>Bi-Weekly</u>	<u>Annual</u>
Cadet	U0134	Cadet	\$24.54	\$981.61	\$1,963.22	\$51,219
CS05	05600	Constable, 5th Class	\$31.54	\$1,261.47	\$2,522.94	\$65,822
CS04	05602	Constable, 4th Class	\$40.21	\$1,608.43	\$3,216.86	\$83,926
CS03		Constable, 3rd Class	\$45.96	\$1,838.33	\$3,676.66	\$95,921
CS02		Constable, 2nd Class	\$51.13	\$2,045.15	\$4,090.30	\$106,713
CS01		Constable, 1st Class	\$57.44	\$2,297.78	\$4,595.56	\$119,895
SG02	05604	Sergeant	\$60.32	\$2,412.63	\$4,825.26	\$125,888
SG01			\$64.91	\$2,596.44	\$5,192.88	\$135,479
SS03	05614	Staff Sergeant	\$67.79	\$2,711.45	\$5,422.90	\$141,480
SS02			\$71.23	\$2,849.13	\$5,698.26	\$148,664
SS01			\$73.53	\$2,941.13	\$5,882.26	\$153,464
SM01	05609	Sergeant Major	\$75.25	\$3,010.06	\$6,020.12	\$157,061
SSDC02-3	05623	Staff Sergeant-Detachment Commander 2	\$71.99	\$2,879.56	\$5,759.12	\$150,251
SSDC02-2			\$75.65	\$3,025.84	\$6,051.68	\$157,884
SSDC02-1			\$78.09	\$3,123.49	\$6,246.98	\$162,979
SSDC01-3	05621	Staff Sergeant-Detachment Commander 1	\$73.07	\$2,922.88	\$5,845.76	\$152,512
SSDC01-2			\$76.79	\$3,071.42	\$6,142.84	\$160,262
SSDC01-1			\$79.26	\$3,170.56	\$6,341.12	\$165,435

PROVINCIAL RESPONSIBILITY INCENTIVE

		January 1, 2025 to December 31, 2025			
<u>Rank</u>		<u>Hourly</u>	<u>Weekly</u>	<u>Bi-Weekly</u>	<u>Annual</u>
Rank below CS01	-	\$0.00	\$0.00	\$0.00	\$0
With less than 8 years' service		\$0.00	\$0.00	\$0.00	\$0
With 8 to 16 years' service		\$1.72	\$68.93	\$137.86	\$3,597
With 17 to 22 years' service		\$3.45	\$137.87	\$275.74	\$7,194
With 23 or more years' service		\$5.17	\$206.79	\$413.58	\$10,790

			January 1, 2026 to December 31, 2026			
<u>Rank</u>	<u>Class Code</u>	<u>Class Title</u>	<u>Hourly</u>	<u>Weekly</u>	<u>Bi-Weekly</u>	<u>Annual</u>
Cadet	U0134	Cadet	\$25.22	\$1,008.60	\$2,017.20	\$52,627
CS05	05600	Constable, 5th Class	\$32.40	\$1,296.16	\$2,592.32	\$67,632
CS04	05602	Constable, 4th Class	\$41.32	\$1,652.66	\$3,305.32	\$86,233
CS03		Constable, 3rd Class	\$47.22	\$1,888.88	\$3,777.76	\$98,559
CS02		Constable, 2nd Class	\$52.53	\$2,101.39	\$4,202.78	\$109,648
CS01		Constable, 1st Class	\$59.03	\$2,361.00	\$4,722.00	\$123,194
SG02	05604	Sergeant	\$61.97	\$2,478.98	\$4,957.96	\$129,350
SG01			\$66.70	\$2,667.84	\$5,335.68	\$139,204
SS03	05614	Staff Sergeant	\$69.65	\$2,786.01	\$5,572.02	\$145,370
SS02			\$73.19	\$2,927.48	\$5,854.96	\$152,752
SS01			\$75.55	\$3,022.01	\$6,044.02	\$157,684
SM01	05609	Sergeant Major	\$77.32	\$3,092.84	\$6,185.68	\$161,380
SSDC02-3	05623	Staff Sergeant-Detachment Commander 2	\$73.97	\$2,958.75	\$5,917.50	\$154,383
SSDC02-2			\$77.73	\$3,109.05	\$6,218.10	\$162,226
SSDC02-1			\$80.23	\$3,209.39	\$6,418.78	\$167,461
SSDC01-3	05621	Staff Sergeant-Detachment Commander 1	\$75.08	\$3,003.26	\$6,006.52	\$156,706
SSDC01-2			\$78.90	\$3,155.88	\$6,311.76	\$164,669
SSDC01-1			\$81.44	\$3,257.75	\$6,515.50	\$169,985
PROVINCIAL RESPONSIBILITY INCENTIVE						
			January 1, 2026 to December 31, 2026			
<u>Rank</u>	-	-	<u>Hourly</u>	<u>Weekly</u>	<u>Bi-Weekly</u>	<u>Annual</u>
Rank below CS01			\$0.00	\$0.00	\$0.00	\$0
With less than 8 years' service			\$0.00	\$0.00	\$0.00	\$0
With 8 to 16 years' service			\$1.77	\$70.83	\$141.66	\$3,696
With 17 to 22 years' service			\$3.54	\$141.66	\$283.32	\$7,392
With 23 or more years' service			\$5.31	\$212.48	\$424.96	\$11,087

SCHEDULE II – CASUAL PART-TIME POLICE

SCHEDULE II – CASUAL PART-TIME POLICE

ARTICLE C1 – OTHER APPLICABLE ARTICLES

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

CPT1.02 The following Articles of the Collective Agreement shall also apply to casual part-time employees:

ARTICLE 1	RECOGNITION
ARTICLE 2	NO DISCRIMINATION/WORKPLACE HARASSMENT
ARTICLE 3	THE ONTARIO PROVINCIAL POLICE NEGOTIATING AND ARBITRATION BOARD
ARTICLE 4	GRIEVANCE PROCEDURE
ARTICLE 26	DEDUCTION OF ASSOCIATION DUES
ARTICLE 28	NEW EMPLOYEES
ARTICLE 34	LEGAL INDEMNIFICATION
ARTICLE 41	DURATION

LETTER OF INTENT #4

ARTICLE C2 – COURT WITNESS

CPT2.01 Where an employee receives an official notice, and is required by the employer to serve as a witness for an OPP related matter incurred in the carrying out of the employee's duties on behalf of the OPP, the employee will identify the date(s) required to attend. The supervisor will schedule the employee to attend as part of the employee's regular working schedule.

ARTICLE C3 – SALARIES

CPT3.01 The Employer agrees to pay and the Association agrees to accept for the term of this Collective Agreement the rate of pay for all casual part-time employees as equivalent to that of the CSO3.

SHIFT PREMIUM

CPT3.02 (a) Up to and including June 30, 2019, a shift premium of ninety-eight (98) cents per hour shall be paid for all hours worked at or after 4:00 p.m. and before 5:00 a.m.

Effective July 1, 2019, a shift premium of one dollar and fifty cents

(\$1.50) per hour shall be paid for all hours worked at or after 4:00 p.m. and before 5:00 a.m.

- (b) Shift premium shall not be considered as part of an employee's basic hourly rate.

ARTICLE C4 – HOURS OF WORK AND OVERTIME

- CPT4.01
 - (a) A casual part-time employee shall be scheduled to work no more than thirty (30) hours in each calendar week.
 - (b) A casual part-time employee shall be paid one and one-half (1-1/2) times the basic hourly rate for authorized hours of work (computed to the nearest half hour) in excess of the normal scheduled work day for that location, i.e., 8, 9, 10, or 12-hour shift.
 - (c) The Employer will take all reasonable steps to ensure that any casual part-time officer's hours do not exceed the thirty-hour (30) maximum per week unless operationally necessary. The Employer will provide the Association a quarterly report of hours of work and duties for casual part-time officers.

ARTICLE C5 – VACATION AND STATUTORY HOLIDAY ENTITLEMENT

- CPT5.01 Casual part-time employees will receive four percent (4%) of gross pay added to the employee's regular pay in lieu of vacation leave with pay.
- CPT5.02 4.6% of gross pay, not including vacation pay, shall be added to the employee's regular pay to compensate for the holidays defined in Article 14.01 of the Collective Agreement. When the employee is required to work on any of these holidays, the employee shall be paid at one and one half (1-1/2) times the basic hourly rate for all hours worked in addition to the 4.6%.
- CPT5.03 The entitlements under CPT5.01 and CPT5.02 shall not be compounded.

ARTICLE C6 – UNIFORM AND EQUIPMENT ISSUE

- CPT6.01 The issuing of uniforms and equipment necessary for the performance of duty will be upon the same basis as in effect upon the commencement date of this Collective Agreement.

ARTICLE C7 – DEDUCTIONS FROM PAY

- CPT7.01 The Employer shall continue to make necessary or approved deductions from an employee's pay for entitlements, taxes and other customary purposes and provide the employee with a statement of such deductions with each pay cheque.

ARTICLE C8 – PERSONNEL FILE

- CPT8.01 Once a year, upon written request, the Detachment Commander or Section Manager shall grant an employee permission to examine the employee's own personnel file at the location where it is maintained.

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

An employee shall be permitted to examine their file during off duty hours and shall do so at their own expense.

ARTICLE C9 – DISCUSSIONS

- CPT9.01 There shall be ongoing discussion between the parties to this Collective Agreement on the casual part-time program in areas related to budget allocation, employee qualifications, and work assignments.
- CPT9.02 Specific requirements with respect to such things as qualifications, experience, training, and previous job performance shall be as outlined in OPP policy. Changes to the policy will be subject to discussions pursuant to clause C9.01.
- CPT9.03 Casual part-time police officers may be utilized in work assignments as designated by the detachment or unit commander, with the understanding that should a situation arise that requires immediate action they will be expected to respond as fully qualified police officers.

SCHEDULE III – REGULAR PART-TIME UNIFORM MEMBERS

SCHEDULE III – REGULAR PART-TIME UNIFORM MEMBERS

ARTICLE RPT1 – APPLICATION OF SCHEDULE III REGULAR PART-TIME UNIFORM MEMBERS

- RPT1.01 This agreement sets out all the terms as they apply to Regular Part-time Uniform members.

ARTICLE RPT2 – OTHER APPLICABLE ARTICLES, REGULAR PART-TIME UNIFORM MEMBERS

- RPT2.01 The following Articles of the Collective Agreement shall also apply to regular part-time uniform members:

ARTICLE 1	RECOGNITION
ARTICLE 2	NO DISCRIMINATION/WORKPLACE HARASSMENT
ARTICLE 3	THE ONTARIO PROVINCIAL POLICE NEGOTIATING AND ARBITRATION BOARD
ARTICLE 4	GRIEVANCE PROCEDURE
ARTICLE 5	SALARIES
ARTICLE 6	HOURS OF WORK & OVERTIME
ARTICLE 9	LEAVE-OF-ABSENCE
ARTICLE 10	COURT WITNESS
ARTICLE 11	AUTHORIZED LEAVE FOR OTHER REASONS
ARTICLE 12	LEAVE-OF-ABSENCE FOR ASSOCIATION BUSINESS
ARTICLE 15	ENTITLEMENT ON DEATH
ARTICLE 17	MOTORCYCLE ALLOWANCE
ARTICLE 18	UNIFORM AND EQUIPMENT ISSUE
ARTICLE 19	PAID DUTY
ARTICLE 20	TRANSFER TO OTHER MINISTRY
ARTICLE 21	NOTICE OF TRANSFER
ARTICLE 22	TEMPORARY POSTINGS
ARTICLE 23	DEDUCTIONS FROM PAY
ARTICLE 25	INFORMATION TO THE ASSOCIATION
ARTICLE 26	DEDUCTION OF ASSOCIATION DUES
ARTICLE 27	PERSONNEL FILE
ARTICLE 29	LAY-OFF AND RECALL
ARTICLE 31	INFORMAL DISCIPLINARY PROCEDURE
ARTICLE 34	LEGAL INDEMNIFICATION
ARTICLE 39	LONG TERM INCOME PROTECTION
ARTICLE 41	DURATION

ARTICLE RPT3 – SHORT TERM SICKNESS PLAN

ENTITLEMENT

- RPT3.01 An employee who is unable to attend to their duties due to sickness or injury is entitled to leave-of-absence with pay as follows:
- (i) with regular salary for the portion of six (6) working days that the ratio of the employee's weekly hours of work bear to full time employment.
 - (ii) with 75% of regular salary for an additional period of that portion of one hundred and twenty four (124) working days that the ratio of the employee's weekly hours of work bear to full time employment.
- RPT3.02 An employee is not entitled to leave-of-absence with pay under Section RPT3.01 of this Article until after completion of all regularly scheduled hours of work within a period of four (4) consecutive weeks.
- RPT3.03 An employee who is on leave-of-absence with pay under this Article that commences in one (1) calendar year and continues into the next calendar year is not entitled to leave-of-absence with pay under Section RPT3.01 of this article for more than the number of days provided in RPT 3.01 in the two (2) calendar years until the employee has completed the service requirement in RPT3.02.
- RPT3.04.01 An employee who has used leave-of-absence with pay for the total number of days provided in RPT3.01 in a calendar year must complete the service requirement of RPT3.02 before the employee is entitled to further leave under Section RPT3.01 of this Article in the next calendar year.
- RPT3.04.02 For the purposes of this Article where an employee, due to an accommodation measure or a return to work plan, works on a temporarily modified schedule, regularly scheduled hours of work shall refer to the modified schedule for that employee.
- RPT3.05 The pay of an employee under this Article is subject to deductions for insurance coverage and pension contributions and contributions that would normally be made by the Employer as though the employee were receiving his/her regular salary.

USE OF ACCUMULATED CREDITS

- RPT3.06 An employee who is on leave-of-absence with pay under Section RPT3.01(ii) of the Article may, at the employee's option, have one quarter (1/4) of a day deducted from the employee's accumulated credits (attendance, vacation, statutory holiday bank or overtime credits) for each day of leave to which Section RPT3.01(ii) applies and receive salary for each such day.

RPT3.07 An employee who is absent from employment due to sickness or injury beyond the total number of days leave-of-absence with pay provided for in Section RPT3.01 of this Article shall have their accumulated attendance credits reduced by a number of days equal to the number of days of such absence and is entitled to leave-of-absence with pay for each such day.

RPT3.08 Section RPT3.07 does not apply to an employee who qualifies for and elects to receive benefits under a long term disability plan provided by the Employer.

MEDICAL EXAMINATIONS

RPT3.09 (a) If an employee is absent for more than a calendar week due to sickness, no leave with pay shall be allowed unless a certificate of a legally qualified medical practitioner (i.e., physician, dentist who is a member of the Royal College of Dental Surgeons, or nurse practitioner, practicing within their respective scope of practice) is forwarded to the Commissioner or, the Commissioner's designee, certifying that the employee is unable to attend to official duties.

(b) Notwithstanding (a) above, the Employer may accept a certificate of a psychologist (i.e. a member of the College of Psychologists of Ontario who holds a certificate of registration for a psychologist authorizing autonomous practice, or an individual who has a similar status in another province or territory of Canada).

(c) Notwithstanding the provisions of Section RPT3.09(a), the Commissioner or the Commissioner's designee, who shall be a Commissioned Officer, may require an employee to submit the certificate required by Section RPT3.09(a) for a period of absence of less than a calendar week. The cost of the certificate requested shall be borne by the employer.

RPT3.10 While on sick leave or Workplace Safety and Insurance leave, it is the employee's responsibility to report to the employee's supervisor, at the earliest opportunity, any change in the employee's medical situation that would permit the employee to return to full duties or return to work in a limited capacity.

IMPLEMENTATION OF THE SHORT TERM SICKNESS PLAN

RPT3.11 An employee appointed prior to April 1, 1979, will be entitled to benefits provided by the Short Term Sickness Plan effective from May 1, 1979.

RPT3.12 Notwithstanding Section RPT3.11 and an employee who has qualified for or is receiving benefits provided under a long term disability plan provided by the Employer must complete the regularly scheduled hours of four (4) consecutive weeks of employment to qualify for benefits under the Short

Term Sickness Plan.

- RPT3.13 Employees appointed on or after April 1, 1979, must complete the regularly scheduled hours of four (4) consecutive weeks to qualify for benefits under the Short Term Sickness Plan.
- RPT3.14 An employee shall have the attendance credits earned and unused to April 30, 1979, from those credits advanced on October 1, 1978, added to the employee's total of accumulated credits. An employee shall retain all credits earned and unused prior to May 1, 1979, for use as specified under Section RPT3.06 of this Article, or, where the member is eligible, under Article RPT4 upon termination.
- RPT3.15 For the purposes of this Article the regular scheduled hours of four (4) consecutive weeks shall not include vacation leave-of-absence or any leave-of-absence without pay, but days worked before and after such leave shall be considered consecutive. Notwithstanding the above, where an employee is unable to attend to their duties due to sickness or injury, the days worked before and after such absence shall not be considered consecutive.

ARTICLE RPT4 – TERMINATION PAYMENTS

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

An employee,

- (a) who has completed a minimum of one (1) year of continuous service and who ceases to be an employee because of,
 - (i) death,
 - (ii) retirement pursuant to total and permanent disability that entitles them to a pension or payment under the Public Service Pension Plan,or
 - (iii) dismissal for certain reasons under Section 39 of the *Public Service of Ontario Act, 2006*, or
- (b) who has completed a minimum of five (5) years of continuous service and who ceases to be an employee for any other reason than,
 - (i) dismissal under Section 34 of the *Public Service of Ontario Act, 2006*, or
 - (ii) abandonment of position under Section 42 of the *Public*

Service of Ontario Act, 2006,

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

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

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

An employee,

- (a) who has completed a minimum of one (1) year of continuous service and who ceases to be an employee because of,
 - (i) death,
 - (ii) retirement pursuant to total and permanent disability that entitles them to a pension or payment under the Public Service Pension Plan,or
 - (iii) dismissal for certain reasons under Section 39 of the *Public Service of Ontario Act, 2006*, or
- (b) who has completed a minimum of five (5) years of continuous service and who ceases to be an employee for any other reason than,
 - (i) dismissal under Section 34 of the *Public Service of Ontario Act, 2006*,
 - (ii) abandonment of position under Section 42 of the *Public Service of Ontario Act, 2006*, or
 - (iii) a voluntary resignation under Section 41 of the *Public Service of Ontario Act, 2006*. A voluntary resignation does not include a retirement if the employee ceases employment and is entitled to a pension, other than a disability pension, under the Public Service Pension Plan immediately after retiring,

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

RPT4.01.03 Effective December 31, 2016, employees shall no longer accrue termination pay entitlement upon retirement. Termination pay accrued up to and including December 31, 2016 shall be payable at the wage rates applicable on December 31, 2016.

RPT4.01.04 Employees appointed on or after January 1, 2017 will not be entitled to termination pay.

- RPT4.02
- (a) The total of the amount paid in respect of accumulated attendance credits, severance pay, or both, to an employee appointed to the regular service on or before December 31, 2008 shall not exceed one-half (26 weeks) of the annual salary at the date when the employee ceased to be an employee pursuant to Article RPT4.01.01(a).
 - (b) The total of the amount paid in respect of accumulated attendance credits, severance pay, or both, to an employee appointed to the regular service on or after January 1, 2009 shall not exceed one-quarter (13 weeks) of the annual salary at the date when the employee ceased to be an employee.
 - (c) The calculation related to accumulated attendance credits or severance pay shall be based on the annual salary the employee was receiving when the employee ceases to be an employee.
 - (d) Where a computation for severance pay involves part of a year, the computation of that part shall be made on a monthly basis, and
 - (i) any part of a month that is less than fifteen (15) days shall be disregarded
 - (ii) any part of a month that is fifteen (15) days or more shall be deemed to be a month.

RPT4.03 An employee is not entitled to severance pay in respect of a period,

- (a) when the employee is on leave-of-absence without pay for a period which is greater than thirty (30) days, or for a period which constitutes a hiatus in their service such as:
 - (i) Political Activity (*Public Service of Ontario Act, 2006, Part V*)
 - (ii) Layoff (Article 29)
 - (iii) Educational Leave (*Public Service of Ontario Act, 2006, Public Service Commission Key Directive on HR Administration, sections 14 and 15*)

RPT4.04 An employee may receive only one (1) termination payment for a given period of service.

RPT4.05 Any severance pay to which an employee is entitled under Article RPT4 shall be reduced by an amount equal to any payment to which the employee

is entitled under Section 15.01(b) of Article 15 of this agreement.

- RPT4.06 An employee, upon ceasing to be an employee, shall have any accrued severance pay entitlements from their service when covered by Part A of this agreement calculated on the basis of the employee's salary as though the employee were employed full-time.

ARTICLE RPT5 – VACATIONS AND VACATION CREDITS

MINIMUM SERVICE

- RPT5.01 An employee is entitled to a vacation leave-of-absence after the employee has completed no less than six (6) months' service which shall be limited to the period covered by the employee's accumulated vacation credits.
- RPT5.02 An employee who leaves the service after serving more than a month but less than six (6) months shall receive vacation pay at the rate of four percent (4%) of salary paid to the employee during this period.

PAY-IN-LIEU

- RPT5.03 Pay-in-lieu of vacation credits is payable on separation or on death of an employee from the service when an employee has been in the service for six (6) months or more.

SCHEDULING OF VACATION

- RPT5.04 Vacation leave-of-absence must be taken at such time as is designated by the Commissioner or the Commissioner's designee. It is understood that, where practicable, the rescheduling of a previously assigned vacation period will be avoided unless such rescheduling is by mutual agreement.
- RPT5.05 An employee may accumulate vacation to a maximum of twice the employee's annual credits but shall be required to reduce this accumulation to a maximum of one (1) year's credits by December 31st of each year.

PERMISSION TO ACCUMULATE

- RPT5.06 Where an employee is unable to reduce the vacation accumulation before the end of the year because of
- (i) sickness,
 - (ii) total disability,
 - (iii) an injury resulting in an award under the *Workplace Safety and Insurance Act, 1997*, or
 - (iv) an extraordinary requirement of the Employer, the

Commissioner may extend the time limit in RPT5.05 above.

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

VACATION ENTITLEMENT

RPT5.07 Effective January 1, 2009, an employee shall earn a pro-rated portion of the vacation credits shown below based on the ratio that the employee's weekly hours of work bear to full time employment:

- (a)
 - (i) One and one-quarter (1-1/4) days per month during the first eight (8) years of continuous service.
 - (ii) One and two-thirds (1-2/3) days per month upon completion of eight (8) years of continuous service.
 - (iii) Two and one-twelfth (2-1/12) days per month upon completion of fifteen (15) years of continuous service.
 - (iv) Two and one-half (2-1/2) days per month upon completion of twenty-four (24) years of continuous service.
 - (v) Two and eleven-twelfths (2-11/12) days per month upon completion of (30) years of continuous service.
- (b) An employee who has completed one (1) year of service will be credited at the beginning of the vacation year with all the days of vacation to which the employee becomes entitled during the year.
- (c) Notwithstanding sub-section (b) above, where an employee separates from the OPP prior to the end of the vacation year, vacation entitlement will be reduced, pro rata, by the number of whole months remaining in the vacation year.
- (d) Where an employee separates from the OPP with a deficit of vacation credits, the value of this deficit will be deducted from any monies owing to the employee.
- (e) In each calendar year an employee may opt to receive one (1) week's pay in lieu of two (2) days (16 hours), three (3) days (24 hours) or four (4) days (32 hours) vacation leave, whichever represents the regularly scheduled weekly hours of work. An employee opting for pay must give written notice to the Detachment Commander or Section Manager by November 1st.
- (f) Effective January 1, 2017, Article RPT5.07 (e) of this Collective Agreement is deleted.
- (g) For the purpose of this Section, "vacation year" shall be the calendar year.

RPT5.08 Vacation credits do not accumulate during any month in which an employee is absent from duty for the entire month for any reason other than

vacation leave-of-absence or leave-of-absence with pay.

RPT5.09 An employee is entitled to vacation credits in respect of a month or part thereof in which the employee is at work or on leave-of-absence with pay.

RPT5.10 For the purpose of this Section, an employee's length of "continuous service" will accumulate upon completion of a probationary period of not more than one (1) year and shall commence from the date on which an employee commences a period of unbroken, full-time (Civilian and Uniform) service in:

- (a) the Ontario Public Service;
- (b) a police force which is amalgamated with the OPP;
- (c) the Canadian Forces Military Police;
- (d) the OPP Administered First Nations Police
- (e) any other Canadian Police Service; and
- (f) Effective January 1, 2025, Ontario Public Bodies and Commission Public Bodies.
- (g) Within sixty (60) days of January 1, 2025, employees hired prior to January 1, 2025 and who remain employed will have a one (1) time opportunity to submit in writing a claim for previous service in an Ontario Public Bodies and Commission Public Bodies for the purposes of vacation entitlement only. The employee shall cooperate with the Employer by providing verification of previous service.

These claims shall be reviewed by the Employer and employees shall be provided with the appropriate credit for years of service, for vacation entitlement purposes, commensurate with their years of service on a go-forward basis. For clarity, any change to the vacation entitlement shall become effective on January 1, 2025 and there shall be no retroactivity.

For clarity, vacation entitlement (the amount of annual vacation) is based on "continuous service" in (a), (b), (c), (d), (e), (f) and (g).

Vacation selection (the choosing of when to take vacation) is based on "seniority". "Seniority" is continuous service with (a) and/or (b) only.

RPT5.11 Where a member who has been working regular part-time wishes to revert to a full time position, any service as a regular part-time member which forms part of the member's continuous service shall be calculated according to the following formula:

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

The result of the above calculation when added to the years served as a

full time member will identify the total years of continuous service.

DESIGNATED REST DAYS

- RPT5.12 An employee with less than 14 years of service may elect to designate one (1) vacation leave period per year whereby the Employer will protect the rest day(s) which occur immediately before and immediately after the vacation leave period. Employees who elect to protect their rest days during a specific vacation leave period shall identify the designated leave period during their respective annual vacation selection.
- RPT5.13 An employee with more than 14 years of service may elect to designate two (2) vacation leave periods per year whereby the Employer will protect the rest day(s) which occur immediately before and immediately after the vacation leave period. Employees who elect to protect their rest days during a specific vacation leave period shall identify the designated leave period during their respective annual vacation selection.
- RPT5.14 Where an employee is required to report for any period of work on or during the vacation leave period, including rest day(s) that occur immediately before and after the vacation leave period, the employee shall receive payment in accordance with Article 6.02 (c) of the collective agreement.

ARTICLE RPT6 – STATUTORY HOLIDAYS

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

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

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

- RPT6.02 (a) Each regular part-time member shall be assigned a statutory holiday bank. A pro-rated percentage of ninety-six (96) hours, calculated on the ratio that the regularly scheduled hours of work bear to full time employment, will be credited to the bank on January 1st in each calendar year.
- (b) If a regular part-time member works a regularly scheduled shift on a statutory holiday the regular part-time member shall be credited with one-half (1/2) of the total number of hours worked to the regular part-time member's statutory holiday bank.

- (c) One (1), two (2), or three (3) eight (8) hour, nine (9) hour or ten (10) hour periods, depending on the scheduled days of the employee, shall be utilized for the Christmas/New Year schedule pursuant to the letter of intent, dated May 3, 1979, with respect to Christmas and New Year schedules. Other accumulated hours may be taken on request of the employee and at the discretion of the Detachment Commander, having due regard for the known or anticipated work load.
- (d) Hours accumulated under paragraph (a) and (b) of this Section, and remaining in the statutory holiday bank following the application of paragraph (c), shall be paid in the month immediately following the calendar year.

RPT6.03 An employee normally working in an administrative position, resulting in the employee's absence on a day that a statutory holiday falls, shall be deemed to have taken that holiday, and the employee's statutory holiday bank shall be reduced by an amount equal to hours normally worked in a shift, and no further compensation shall be granted. Should the employee's statutory holiday bank be in a deficit at the year end, the appropriate number of hours shall be transferred from the employee's overtime bank, vacation credits, attendance credits or shall be worked by the employee as compensation.

RPT6.04 Special holidays as proclaimed by the Governor General or Lieutenant Governor as referred to in Section RPT6.01 and which are granted during vacation leave-of-absence shall be computed as part thereof, but no other holidays shall be computed therein.

ARTICLE RPT7 – PLAIN CLOTHES EXPENSE

RPT7.01 Each employee covered by this Collective Agreement, who is required to provide and wear a plain clothes uniform as part of the employee's duties, shall be reimbursed by the Employer for expenses incurred in the purchase of such clothing, to a maximum of one-thousand, two-hundred and fifty dollars (\$1,250.00) per annum prorated by the ratio that the employee's weekly hours of work bear to full-time employment, inclusive of dry cleaning, upon presentation of the necessary receipts. If an employee performs such duties for less than a calendar year, but for a period or periods totaling one (1) calendar month (30 days) or more in that year, the employee shall be entitled to reimbursement of a proportionate part of the expenses in the same ratio that the employee's time so spent bears to that calendar year.

RPT7.02 Each employee entitled to the expenses under Section RPT7.01 shall submit a claim once annually in January for the preceding year to be reimbursed not later than the month of February, next following.

ARTICLE RPT8 – NORTHERN NON-RESIDENT ALLOWANCE

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

Location	Weekly Rate
Armstrong	\$45.00
Atikokan	\$37.50
Big Trout Lake (Kitchenuhmaykoosib Inninuwug)	\$45.00
Blind River – East Algoma	\$25.00
Chapleau	\$37.50
Cochrane	\$25.00
Dryden	\$25.00 (effective January 1, 2025)
Ear Falls	\$40.00
Elliot Lake – East Algoma	\$25.00
Englehart	\$25.00
Espanola	\$25.00 (effective January 1, 2025)
Fort Frances	\$25.00 (effective January 1, 2025)
Greenstone	\$37.50
Gore Bay	\$37.50
Hearst	\$37.50
Hornepayne	\$40.00
Ignace	\$40.00
Iroquois Falls	\$25.00 (effective January 1, 2025)
Kapuskasing	\$25.00
Kenora	\$25.00 (effective January 1, 2025)
Killarney	\$40.00
Kirkland Lake	\$25.00
Little Current	\$37.50
Manitouwadge	\$40.00
Marathon	\$37.50
Moosonee	\$45.00
Nipigon	\$25.00
Noelville	\$25.00 (effective January 1, 2025)
North Caribou Lake (Weagamou Lake)	\$45.00
Pickle Lake	\$45.00
Pikangikum	\$45.00
Rainy River	\$37.50

Location	Weekly Rate
Red Lake	\$37.50
Schreiber	\$37.50
Shabaqua	\$25.00
Sioux Lookout	\$37.50
Smooth Rock Falls	\$37.50
Temagami	\$25.00
Temiskaming Shores	\$25.00 (effective January 1, 2025)
Thessalon	\$25.00
Upsala	\$40.00
Wapekeka	\$45.00
Wawa	\$37.50
White River	\$40.00

For purposes of this Article, "work location" is defined as the address of the working place at which the employee is normally stationed or, in certain special cases, another location designated as headquarters by the Commissioner or the Commissioner's designee.

SCHEDULE IV – CADETS

SCHEDULE IV – CADETS

ARTICLE CAD1 – DEFINITION

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

ARTICLE CAD2 – APPLICATION OF SCHEDULE IV TO CADETS

CAD 2.01 - This agreement sets out all terms as they apply to Cadet members.

ARTICLE CAD 3 – OTHER APPLICABLE ARTICLES, CADET MEMBERS

CAD 3.01 - The following Articles of the Collective Agreement shall also apply to cadet members:

ARTICLE 1	RECOGNITION
ARTICLE 2	NO DISCRIMINATION/WORKPLACE HARASSMENT
ARTICLE 3	THE ONTARIO PROVINCIAL POLICE NEGOTIATING AND ARBITRATION BOARD
ARTICLE 4	GRIEVANCE PROCEDURE
ARTICLE 6.06	STAND BY TIME
ARTICLE 7	SHORT TERM SICKNESS PLAN
ARTICLE 23	DEDUCTIONS FROM PAY
ARTICLE 24	USE OF DETACHMENT FACILITIES
ARTICLE 25	INFORMATION TO THE ASSOCIATION
ARTICLE 26	DEDUCTION OF ASSOCIATION DUES
ARTICLE 28	NEW EMPLOYEES
ARTICLE 34	LEGAL INDEMNIFICATION
ARTICLE 41	DURATION

ARTICLE CAD 4 – SALARIES

CAD 4.01 The Employer agrees to pay and the Association agrees to accept for the term of this Collective Agreement the salaries for the classifications hereafter set forth in the Cadet Salary Schedule attached hereto as Appendix “A” to this Schedule.

CLASSIFICATION

- CAD 4.02 When a classification is changed or a new classification is issued, the salary after being initially fixed by Management Board of Cabinet, will be immediately open to negotiations.

SHIFT PREMIUM

- CAD4.03 (a) Up to and including June 30, 2019, a shift premium of ninety-eight (98) cents per hour shall be paid for all hours worked at or after 4:00 p.m. and before 5:00 a.m.
- Effective July 1, 2019, a shift premium of one dollar and fifty cents (\$1.50) per hour shall be paid for all hours worked at or after 4:00 p.m. and before 5:00 a.m.
- (b) Shift premium shall be paid only to employees working on a rotating shift or fixed off-shift basis and shall not apply to regular day workers who are required to work overtime.
- (c) Notwithstanding (b) above, shift premium shall not be paid to an employee who, for mutually agreed upon reasons, works a shift for which the employee would otherwise be entitled to a shift premium.
- (d) Shift premium shall not be considered as part of an employee's basic hourly rate.

ARTICLE CAD 5 – HOURS OF WORK AND OVERTIME

DEFINITIONS

- CAD 5.01 For the purposes of this Article -
- (a) “overtime” means a period of work computed to the nearest half hour and,
- (i) performed on a scheduled working day in addition to the scheduled working period and consisting of at least one half (1/2) hour.
- (b) (i) a normal working week is deemed to be five (5) working days of eight (8) consecutive hours each with a meal time period of forty-five (45) minutes during each eight (8) hour period.

- (ii) if an employee completes a full eight (8) hour working day or any full shift agreed to under Article 5.05 and is required to forego the meal time period due to exigencies of service, the employee shall be paid for such period at the hourly rate of salary.

OVERTIME AMOUNT

- CAD 5.02 (a) Overtime shall be paid when an employee is required:
- (i) to perform overtime immediately following a scheduled work period at the rate of one and a half (1-1/2) times the employee's rate of salary;
 - (ii) to report for any period of work prior to a scheduled work period or after leaving the place of employment at the end of a scheduled work period, with a minimum payment of four (4) hours to be paid at the rate of one and a half (1-1/2) times the employee's rate of salary;
 - (iii) to report for any period of work on any day, that is not a scheduled work day, with a minimum payment of four (4) hours to be paid at the rate of one and a half (1-1/2) times the employee's rate of salary.

CAD 5.03 Section 4.02(a)(ii) shall not apply where an employee on being called in not more than one (1) hour prior to the employee's regular period of work, is given compensating time therefore at the end of that period of work or where the employee attends any training course of two (2) days or more and where the employee is provided with full subsistence.

WORK SCHEDULES

- CAD 5.04 (a) In work locations requiring a work schedule the following arrangements shall prevail:

General Shift Schedule:

- (i) Schedules shall cover a seven (7) day period on any day of the week and shall be posted no later than 4:00 p.m. fifteen (15) days prior to the beginning of the period for which the schedule is intended. Rest days in General Shift Schedules shall be consecutive.

Platoon Schedule:

- (ii) Schedules shall cover a minimum twenty-eight (28) day

period and shall be posted no later than 4:00 p.m. fifteen (15) days prior to the beginning of the period for which the schedule is intended.

Rest days shall be consecutive except in the one (1) shift in a twenty-eight (28) day period where split rest days are required to arrange the platoon schedule.

- (b) It is the intention to keep changes in shifts and work schedules to a minimum and, therefore, it is agreed that schedules shall be planned so that employees are not required to change shifts between rest periods while on a platoon schedule or between shift changes while on a general shift schedule. Exceptions to the foregoing are permitted only under the following conditions:
 - (i) circumstances beyond the Employer's control requiring a shift change;
 - (ii) in a situation of emergency where an unusual or unexpected situation occurs;
 - (iii) if agreed upon between the employee and the Employer;
 - (iv) the employee has been notified before 4:00 p.m. six (6) days prior to the change, provided such notification changes the employee's entire shift between rest periods;

In all other cases, the employee shall be paid time and one-half (1/2) for the first day worked on the amended schedule.

- (c) Except in circumstances beyond the Employer's control, the Employer shall not schedule the commencement of a shift within eight (8) hours of the completion of the employee's previous shift provided, however that if an employee is required to work before the eight (8) hours have elapsed the employee shall be paid time and one-half the hourly rate for those hours that fall within the eight (8) hour period.

COMPRESSED WORK WEEK

- CAD 5.05 It is understood that other arrangements regarding hours of work and overtime may be entered into between the Commissioner and the Association with respect to compressed work weeks. It is understood that the provisions of a compressed work week agreement are subject to the grievance procedure under this Collective Agreement.

ARTICLE CAD 6 – SHORT TERM SICKNESS PLAN

- CAD 6.01 Cadets who work a minimum of forty (40) hours per week shall earn attendance credits of one and one quarter (1 1/4) days for each calendar month of full attendance. Attendance credits shall be used for protection purposes only in the event that an employee is unable to attend to their official duties by reason of injury or illness.
- CAD 6.02 (a) After five (5) days of absence caused by sickness, no leave with pay shall be allowed unless a certificate of a legally qualified medical practitioner (i.e., physician, dentist who is a member of the Royal College of Dental Surgeons, or nurse practitioner, practicing within their respective scope of practice) is forwarded to the cadet's supervisor certifying that the cadet is unable to attend to their official duties.
- (b) Notwithstanding (a) above, the Employer may accept a certificate of a psychologist (i.e. a member of the College of Psychologists of Ontario who holds a certificate of registration for a psychologist authorizing autonomous practice, or an individual who has a similar status in another province or territory of Canada).
- CAD 6.03 Notwithstanding other sections, the Commissioner or their designee may require a cadet to submit a medical certificate for a period of absence of less than five (5) days. The cost of the certificate requested shall be borne by the employer.
- CAD 6.04 Accumulated attendance credits may not be carried over by the cadet should they become a member.

ARTICLE CAD 7 – LEAVES OF ABSENCE

BEREAVEMENT LEAVE

- CAD 7.01.01 An employee shall be allowed up to three (3) days leave-of-absence with pay in the event of the death of their spouse, common-law spouse, same-sex spouse or partner, mother, father, stepmother, stepfather, mother-in-law, father-in-law, son, daughter, son-in-law, daughter-in-law, stepson, stepdaughter, brother, sister, stepbrother, stepsister, brother-in-law, sister-in-law, ward, guardians, step-grandparents, step-grandchildren, grandchildren and the grandparents of the employee and spouse. "In-law" and "step" relations listed in this article includes such relatives of a common-law spouse or same sex spouse or partner.
- CAD 7.01.02 An employee shall be allowed one (1) day leave of absence with pay in the event of the death of their aunt, uncle, niece or nephew.

CAD 7.01.03 Bereavement leave will not be pro-rated for an employee in a Compressed Work Week arrangement.

PREGNANCY LEAVE

CAD 7.02 The Commissioner shall grant leave-of-absence without pay to a pregnant cadet who has served at least thirteen (13) weeks before the expected birth date including service as a Crown employee, as an employee of a Police force which is amalgamated with the OPP or as an employee in the First Nations Police force immediately prior to appointment to the public service the pregnancy leave granted to cadets will be in accordance with the provisions of the *Employment Standards Act, 2000*. Pregnancy leave shall be granted for up to seventeen (17) weeks and may begin no earlier than seventeen (17) weeks before the expected birth date.

PARENTAL LEAVE

CAD 7.03 The Commissioner shall grant leave-of-absence without pay to an employee who has served at least thirteen (13) weeks including service as a Crown employee, as an employee of a Police force which is amalgamated with the OPP or as an employee in the First National Police force immediately prior to the employee's appointment to the public service and who is a parent of a child following:

- (i) the birth of the child; or
- (ii) the coming of the child in the custody, care and control of a parent for the first time.

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

WORKPLACE SAFETY AND INSURANCE

CAD 7.04 Where an employee is absent by reason of an injury or an occupational disease for which a claim is made under the *Workplace Safety and Insurance Act, 1997*, the provisions of the Act will apply.

ARTICLE CAD 8 – COURT WITNESS

CAD 8.01 Where a cadet receives an official notice and is required by the employer to serve as a witness for an OPP related matter incurred in the carrying out of the cadet's duties on behalf of the OPP, the employee will identify the date(s) required to attend. The supervisor will schedule the cadet to attend as part of the cadet's regular working schedule.

CAD 8.02 In the event that such court dates(s) occurs after the cadet has ceased to be an employee, payments for attendance at court will be at the same rate as they would have received while employed as a cadet.

ARTICLE CAD 9 – VACATIONS AND VACATION CREDITS

- CAD 9.01 Four percent (4) of gross pay shall be added to the cadet's regular pay in lieu of vacation leave with pay.

ARTICLE CAD 10 – STATUTORY HOLIDAYS

- CAD 10.01 4.6% of gross pay, not including vacation pay, shall be added to the cadet's regular pay to compensate for the holidays as defined in Article 14, 14.1, "Statutory Holidays" of the OPPA Collective Agreement. When the cadet is required to work on any of these holidays, they shall be paid one and one-half (1½) times the cadet basic hourly rate for all hours worked in addition to the 4.6%.
- CAD 10.02 The entitlements under CAD 9.01 and CAD 10.01 shall not be compounded.

ARTICLE CAD 11 – ENTITLEMENT ON DEATH

- CAD 11.01 Where an employee who has served more than six (6) months dies, there shall be paid to the deceased employee's personal representative or, if there is no personal representative, to such person as the Employer determines, the sum of:
- (a) any regular salary due;
 - (b) one-twelfth (1/12) of the deceased employee's annual salary; and
 - (c) the deceased employee's overtime credits that have accrued.
- CAD 11.02
- (a) The surviving spouse or dependents of the deceased employee may be paid up to two thousand dollars (\$2,000.00) of the above without the prior consent of the Provincial Treasurer.
 - (b) Any indebtedness to the Crown on the part of the deceased member must be deducted from the above entitlement before payment is made.
 - (c) All net payments are subject to income tax.
- CAD 11.03 Where an employee is killed in the line of duty, the Employer shall provide pecuniary aid to the employee's spouse.
- (a) The objective of the aid is to provide a supplement to eligible governmental, legislated and pension plan payments which an employee's spouse is eligible for from the Workplace Safety and Insurance Board ("WSIB"), the Canada Pension Plan ("CPP") and the Ontario Public Service Pension Plan ("PSPP") on behalf of the

spouse and their children.

- (b) The supplementary payment shall be equal to the difference between the total amount which the employee's spouse is eligible to receive and the after-tax salary being paid to the employee at the date of the employee's death, calculated monthly. The employee's spouse shall co-operate by providing the necessary information required to determine these amounts.
- (c) The award shall be adjusted, as required, to reflect the after-tax salary rate that would have been paid to the employee had they remained an employee of the Ontario Provincial Police at the rank or classification they held at the date of their death. The award shall continue until the employee's earliest unreduced pension date or until their spouse remarries or enters into a common-law marriage, whichever date is earlier.

ARTICLE CAD 12 – UNIFORM AND EQUIPMENT ISSUE

- CAD 12.01 The issuing of uniforms and equipment necessary for the performance of duty will be upon the same basis as in effect for employees covered by the OPPA Collective Agreement.
- CAD 12.02 Uniform or civilian clothing soiled in performing duties under conditions not normally encountered shall be cleaned at the expense of the Employer on authorization by an employee's supervisor.

ARTICLE CAD 13 – NOTICE OF TRANSFER

- CAD 13.01 Whenever possible, an employee shall receive at least sixty (60) days prior written notice of the date the transfer within the Ministry is to take effect.

ARTICLE CAD 14 – TEMPORARY POSTINGS

DEFINITION

- CAD 14.01 Temporary posting means the transfer of an employee from the employee's regular posting to another posting, on a temporary basis for a period in excess of one week (7 days), the conditions of which preclude the employee from claiming full living and traveling expenses for the duration of the temporary posting.

LIVING EXPENSES

- CAD 14.02 In each instance of temporary posting, the employer shall be entitled to full living expenses while establishing necessary and suitable accommodation,

but in no case shall this entitlement be for a period in excess of seven (7) consecutive days.

ACCOMMODATION

CAD 14.03 The Regional or Bureau Commander shall be responsible for establishing an equitable per diem allowance for each employee during temporary posting governed by the prevailing rates in the area for:

- (a) meals, if accommodation is supplied at OPP. or municipal expense; and
- (b) boarding house rates prevailing in the area, if no accommodation is supplied; or
- (c) room and meals if no boarding house accommodation is available.

CAD 14.04 It will be necessary for the Regional or Bureau Commander to establish the per diem allowance in each area prior to posting the employee.

CAD 14.05 The notice of temporary posting sent to the employee by the Regional or Bureau Commander shall state whether or not accommodation is being supplied and the per diem allowance to which the employee is entitled. Accommodation for employees during temporary postings shall, to the extent possible, be such as will adequately meet the needs of the OPP and the employees involved.

TRAVEL ALLOWANCE

CAD 14.06 Travel shall be by the means which in accordance with Government policy, management deems to be most economical and direct, including, where the circumstances so warrant the use of personally-owned automobiles.

CAD 14.07 Each employee on temporary posting shall be entitled to claim travel allowances as follows:

- (a) to the posting at commencement of duties;
- (b) to and from the employee's regular posting
 - (i) once each week for a distance of 0-200 kilometers;
 - (ii) once every two (2) weeks for distances of 201-400 kilometers;
 - (iii) once every three (3) weeks for distance of 401 kilometers or over; and
- (c) return to the employee's regular posting at cessation of duties.

SPECIAL CONSIDERATION

CAD 14.08 Conditions may exist in an instance of temporary posting which will require special consideration in which case the matter shall be forwarded to the Bureau Commander Organizational Development Bureau, for consideration and approval.

ARTICLE CAD 15 – PERSONNEL FILE

- CAD 15.01 Once a year, upon written request, the Commissioner or the Commissioner's designee shall grant a cadet permission to examine the cadet's own personnel file at the location where it is maintained.

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

A cadet shall be permitted to examine their file during off duty hours and shall do so at their own personal expense.

ARTICLE CAD 16 – CADET PAY-IN-LIEU OF BENEFITS

- CAD 16.01 All Cadets shall, upon completion of one (1) month of continuous service, receive in lieu of all employee benefits listed in this Collective Agreement, save and except holiday and vacation pay, an amount equal to six (6) percent of their basic hourly wage rate for all hours worked exclusive of overtime and other premium payments.

ARTICLE CAD 17 – INFORMAL DISCIPLINARY PROCEDURE

- CAD 17.01 Where a Regional or Bureau Commander or designee determines that informal discipline may be appropriate, the member shall be notified in writing of a time and date for a meeting with the Regional or Bureau Commander or designee.
- CAD 17.02 The members shall have the option of being accompanied by an Association representative if the member so requests. The Association representative must be available in a reasonable time to attend the meeting.
- CAD 17.03 If the member opts to have an Association representative present, if the time spent in such a meeting shall be with no loss of pay for the Association representative provided the representative is on duty at the time of the meeting. The time spent in such a meeting shall be with pay, for the member.

ARTICLE CAD 18 – TERMINATION OF CADET

- CAD 18.01 Where a Cadet has not been offered and accepted employment as a Constable with the OPP, the Cadet shall be terminated from the Fixed Term service two (2) years after their entrance into the Fixed Term service under

the Cadet Program.

- CAD 18.02 A Cadet can be terminated for cause at any time within the two (2) year Cadet Program.

ARTICLE CAD 19 – TRANSITION TO OPP POLICE ACADEMY

- CAD 19.01 During the period where a Cadet has completed the Cadet Program and has been offered and accepted employment as a Constable with the OPP, but is waiting to start the next available session of the OPP Police Academy, they shall remain on a Fixed Term contract and will be paid at the Cadet rate.
- CAD 19.02 If the Cadet fails to attend at the next available session of the OPP Police Academy, to which they has been scheduled, the Cadet will be terminated from the Fixed Term service.

ARTICLE CAD 20 – CONTINUOUS SERVICE

- CAD 20.01 In the event of a cadet becoming a regular member of the force, length of “continuous service” shall be calculated in accordance with Article 13.10 of the Collective Agreement.

APPENDIX “A” TO SCHEDULE IV

CADET SALARY SCHEDULE

JANUARY 1, 2023 TO DECEMBER 31, 2026

Rank	Class Code	Class Title	Hourly	Weekly	Bi Weekly	Annual
			January 1, 2023 to December 31, 2023			
Cadet	U0134	Cadet	\$22.86	\$914.20	\$1,828.40	\$47,702
			January 1, 2024 to December 31, 2024			
Cadet	U0134	Cadet	\$23.88	\$955.34	\$1,910.68	\$49,848
			January 1, 2025 to December 31, 2025			
Cadet	U0134	Cadet	\$24.54	\$981.61	\$1,963.22	\$51,219
			January 1, 2026 to December 31, 2026			
Cadet	U0134	Cadet	\$25.22	\$1,008.60	\$2,017.20	\$52,627

Letter of Intent No. 1 – Consultation if changes in plans or allowances are contemplated

May 3, 1979

Ontario Provincial Police Association
119 Ferris Lane
BARRIE, Ontario

Attention: Mr. D.F. MacDonald

Dear Sir:

This will confirm the understanding between the parties with respect to the Memorandum of Understanding effective April 1, 1979, although not forming a part thereof, that the Association will be consulted if changes are contemplated in plans or allowances which have not been negotiated but which, nevertheless, are applicable to employees covered by this agreement.

Where it is practicable to do so, the contemplated changes will not be made applicable to employees until the current agreement has expired, unless the parties otherwise agree.

J.R. Scott
On behalf of
PROVINCE OF ONTARIO

Letter of Intent No. 2 – WSIB – Deleted as of October 2016

Letter of Intent No. 3 – Christmas/New Year's Holiday period

Treasury Board Secretariat

Secrétariat du conseil du trésor

Negotiations Branch
Centre for Public Sector Labour
Relations and Compensation

Direction des négociations
Centre pour les relations de travail et
la rémunération dans le secteur public

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2^e étage, Édifice Macdonald
salle M2-49
Toronto, ON M7A 1Y4
Téléphone: (416) 325-4117
Télécopieur: (416) 325-1078



October 3, 2016

Ontario Provincial Police Association
119 Ferris Lane
BARRIE, Ontario

Attention: Mr. Kaudelka

Dear Sir:

This will confirm the understanding between the parties with respect to the Memorandum of Understanding effective April 1, 1979, although not forming a part thereof, concerning Christmas and New Year's holiday period.

Except as otherwise provided herein, and notwithstanding any provision of the Memorandum of Understanding, a separate shift schedule may be arranged as per Article 14.02 (c) covering the Christmas Day, Boxing Day and New Year's Day holiday period, which provides that one-half, or as close to one-half as is practicable, of the employees in each work location shall receive seven consecutive days off including Christmas Eve, Christmas Day and Boxing Day, and the other one-half, or the remainder of the members in each work location, shall receive seven consecutive days off including New Year's Eve and New Year's Day.

The seven (7) consecutive days off shall consist of four (4) weekly days of rest and three (3) statutory holidays (Christmas Day, Boxing Day and New Year's Day). Those members required to work on Christmas Day, Boxing Day or New Year's Day shall be credited with half the number of hours that they worked (example 6 hours for 12 hour shift) in the members' overtime bank for each of these statutory holiday worked.

Except with the mutual agreement of an employee and their supervisor, the separate shift schedule covering this holiday period shall be rotated annually to ensure that employees receiving the Christmas Day and Boxing Day period off in one (1) year, receive the New Year's Day period off in the following year.

Where, due to transfers or assignments, etc., a majority of detachment personnel are entitled through rotation, to the same holiday, the member(s) with the least seniority on the OPP shall change their rotation.

It is not the intention to change any arrangement, presently acceptable to both the member and management, where the member receives both Christmas and New Year's statutory holidays off, but does not take seven consecutive days off.

Examples of such arrangements would be employees who normally work a steady day shift, Monday through Friday and who would normally take the statutory holiday on the day it fell, the Detachment Commanders, Court Officers and officers assigned to the Special Services Division.

Sincerely,

Matt Siple
Director, Negotiations Branch
Centre for Public Sector Labour
Relations and Compensation
Treasury Board Secretariat

Letter of Intent No. 4 – Health & Safety

June 5, 1984

Ontario Provincial Police Association
119 Ferris Lane
Barrie, Ontario

Attention: Mr. J.M. Kingston

Dear Sir:

While specific problems of health and safety are more appropriately resolved by consultation and discussion between the OPPA and OPP Management, this will confirm that general matters of health and safety may be discussed by the Police Negotiating Committee.

Yours very truly,

J.R. Scott
Assistant Deputy Minister

Letter of Intent No. 5 – NCO on duty

June 10, 1985

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

Attention: Mr. J.M. Kingston

Dear Sir:

While this letter does not form part of the Memorandum of Understanding, it will serve to confirm the undertaking by the Commissioner to ensure that an NCO, of Sergeant rank or higher, will be on duty in each district covering the 24 hour period in each day.

Yours very truly,

A.N. Chaddock
Chief Superintendent
Ontario Provincial Police

Letter of Intent No. 6 – Pension Negotiability

September 16, 1994

Mr. Robert Hunter
Chief Executive Officer
Ontario Provincial Police Association
119 Ferris Lane
Barrie, Ontario
L4N 2Y1

Dear Mr. Hunter:

This will confirm our understanding that on proclamation of the *Budget Measures Act*, pension negotiability will be permitted pursuant to s. 26 of the *Public Service Act*.

It is also understood that the Government and the OPPA will continue discussions/negotiations on the status and governance of the PSPP on proclamation of the *Budget Measures Act*.

Yours truly,

Angelo Pesce
Chief Negotiator
Negotiations Secretariat
Management Board Secretariat

Agreed on behalf of the OPPA:

Robert Hunter, CEO

Letter of Intent No. 7 – Vacation Payout – Deleted as of October 2016

Letter of Intent No. 8 – Surplus Employees – Deleted as of October 2016

Letter of Intent No. 9 – Paid Duty Review Committee

Letter of Understanding

between

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

and

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

RE: Paid Duty Review Committee

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

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

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

Signed this 19th day of December, 2008.

For the Association:

For the Employer:

Jim Christie
Vice President, OPPA

Kevin Sawicki
Director, Union/Management Relations

Letter of Intent No. 10 – Enhanced Benefit Package

May 6, 2003

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

Attention: Mr. B. Adkin, President

Dear Sir:

RE: ENHANCED BENEFIT PACKAGE FOR O.P.P.A. MEMBERS

This will acknowledge the O.P.P.A.'s commitment and contribution toward enhancing the benefit package for its members.

The employer has agreed to the enhanced benefits package in recognition of the O.P.P.A. having agreed to measures which include the following:

- the elimination of the Senior Constable rank; and
- with the exception of pensions and insured benefit entitlements, the elimination of rights to O.P.P.A. representation for civilians if temporarily assigned to non-bargaining unit positions for a period of more than thirty (30) days.

The employer also recognizes the O.P.P.A.'s carriage of member grievances as a contribution toward this benefit package.

I am pleased that we have been able to reach this mutually beneficial agreement.

Yours truly,

Michele Migus
Lead Negotiator
Corporate Labour Relations/Negotiations Secretariat

Letter of Intent No. 11 – Meal Allowance

January 1, 2009

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

Attention: Mr. JIM CHRISTIE, VICE-President

Dear Sir:

RE: MEAL and KILOMETRIC ALLOWANCE

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

Meal Allowance

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

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

Kilometric Allowance

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

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

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

Yours truly,

Kevin Sawicki
Lead Negotiator
Employee Relations Division

Letter of Intent No. 12 – OPP Recruitment Initiatives in Diverse Communities

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

and

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

RE: OPP Recruitment Initiatives in Diverse Communities

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

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

Signed this 19th day of December, 2008.

For the Association:

For the Employer:

Jim Christie
Vice President, OPPA

Kevin Sawicki
Director, Union/Management Relations

Letter of Intent No. 13 – On-Call Pager Pay and Recognition Pay

Letter of Understanding

between

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

and

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

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

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

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

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

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

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

Signed this 19th day of December, 2008.

For the Association:

For the Employer:

Jim Christie
Vice President, OPPA

Kevin Sawicki
Director, Union/Management Relations

Letter of Intent No. 14 – Duty Reports

Field Operations
Opérations régionales
777 Memorial Ave. 777, ave Memorial
Orillia ON L3V 7V3 Orillia ON L3V 7V3
Tel: (705) 329-7500 Fax: (705) 329-6317

December 23, 2008

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

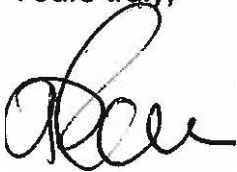
Re: Duty Reports

Dear Karl:

This is to confirm that where a member is required to write a Duty Report, the member will be provided with the reasons for the request. The report must be received by Professional Standards Bureau not later than ten (10) clear days exclusive of approved vacation time from the date of receiving an order to do so.

The Employer will provide a member who is required to submit a Duty Report sufficient time at work to do so or may direct overtime for the member to write the report.

Yours truly,



Chris D. Lewis
Deputy Commissioner
Field Operations
Ontario Provincial Police

Letter of Intent No. 15 – Joint Employment Accommodation

Letter of Understanding — Joint Employment Accommodation Committee

There shall be a committee which shall be known as the “Joint Employment Accommodation Committee.” The Committee shall be composed of one representative from the Association, the OPP and Corporate Human Resources. The functions of the Committee shall be as follows:

- a) to identify barriers and approaches to assist all injured/ill/disabled employees in achieving timely and safe accommodation and reintegration into meaningful job placements on a temporary or permanent basis as required by an individual's medical circumstances;
- b) to discuss and make recommendations on organizational best practices including, but not limited to:
 - a. Requests for medical certificates
 - b. Requests to legally qualified medical practitioners for the completion of the OPS “Request for Employee Health Information Part 1” (OPS HIF Part 1) and the OPP “Request for Employee Health Information Part 2” (OPP HIF Part 2), as amended.
 - c. Processes for the determination of the necessary medical information that is required to achieve the successful return of employees to work
 - d. Requests for Independent Medical Examinations (IMEs)
 - e. Processes for the storing, securing and control of medical information by the Employer
 - f. The need for enhanced measures to support the timely and safe accommodation of individuals who require employment accommodation, whether in their home position or outside their home position where the employee cannot be accommodated in their home position without undue hardship
 - g. Rehabilitation programs to support the early and successful return to work of individuals who require employment accommodation
 - h. Health assignment and reassignment issues.
- c) to make systemic recommendations that facilitate timely accommodation;
- d) to develop an approach to joint training on the employment accommodation/return to-work policies and practices to build awareness and understanding;
- e) to recommend solutions for early resolution of issues relating to employment accommodation/return-to-work issues impacting employees; and

- f) to review and make recommendations to the implementation of the employment accommodation/return-to-work policy and practices.
- g) Committee shall meet no less than quarterly.

For the Association:

Thomas Kaudelka

For the Employer:

Matt Siple

Letter of Intent No. 16 – Joint LTIP Benefits Review Committee

Updated: May 6, 2019

Letter or Understanding
Between

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

And

Ontario Provincial Police Association
“the Association”

RE: Joint LTIP Benefits Review Committee

Joint LTIP Committee

1. The parties agree to establish a Joint LTIP Review Committee (“the Committee”). The sole purpose of the Committee is to review and make decisions on complaints or differences involving the denial of Long Term Income Protection (“LTIP”) benefits provided under the LTIP Benefit plan

Composition and Duties of Committee

2. The Committee shall be composed of an equal number of representatives from the Employer and from the Association, with up to six (6) representatives in total. At meetings of the Committee, each party may be accompanied by resource persons to provide technical advice and counsel.
3. The Committee, with signed authorization from the employee, shall be entitled to full disclosure from the Carrier when claims are refused under the LTIP Benefit Plan.
4. The Committee shall meet monthly or as required to review and make decisions on complaints or differences involving the denial of LTIP benefits provided under the LTIP Benefit Plan to an individual, when such issues have not been resolved through the existing administrative procedures.

LTIP Claims Review

5. Where a claim dispute and/or Committee related procedural issues cannot be resolved by consensus of the Committee, the parties will be joined by a seventh member who shall be a mutually agreed upon independent third party. The independent third party shall adopt such procedures as they consider appropriate in

the circumstances having regard to the nature of the dispute, the need for a fair process of dispute resolution, and the desirability of ensuring the resolution of the dispute in an expeditious and informal manner. This may include limiting the nature and extent of the evidence; determining the manner in which the complaint shall be resolved, with or without an oral hearing; and imposing such other conditions as he or she considers appropriate.

6. Appropriate impartial medical consultants shall be available to the Committee in an advisory capacity to provide information on the nature of specific illnesses or disabilities.
7. The fees and expenses of the medical consultants referred to in this Letter and the independent third party referred to in this Letter shall be divided equally between the Employer and the Association.
8. The Employer shall provide relevant information on the claim denial to the Committee for its consideration.
9. The Carrier shall provide additional information for the Committee's consideration as may be reasonably requested by a member of the Committee.
10. Decisions of the Committee or, where the Committee cannot reach consensus, decisions of the independent third party referenced in Paragraph 5 are final and binding on the Employer, the Association, the employees and the Carrier.

Signed this day of December, 2017.

For the Association:

Thomas Kaudelka
Director, OPPA

For the Employer:

Matt Siple
Director, Negotiations Branch
Centre for Public Sector Labour Relations
and Compensation
Treasury Board Secretariat

Letter of Intent No. 17 – Joint Local Accommodation

The Crown in Right of Ontario
(Management Board of Cabinet)
“the Employer”
and
Ontario Provincial Police Association
“the Association”

RE: Joint Local Accommodation / Return to Work Committee

The Parties acknowledge that the principles identified in the OPS Employment Accommodation and Return to Work Operating Policy shall apply to the work of this committee.

The Employer shall establish a Joint Local Accommodation/Return to Work Committee (“the Committee”). The Association and the Employer will have equal representation on the Committee. The parties may also be permitted, on mutual agreement, to invite other participants to committee meetings, including for example, subject matter experts. The Committee shall meet monthly, or as required.

The functions of the Committee shall be to:

- Fully discuss and seek resolution of local issues regarding individual accommodation and return to work cases; and
- Identify and recommend proactive strategies to promote a healthy organization.

Either party may refer an accommodation or return to work matter to the Committee for discussion at any time. At least five (5) working days prior, or otherwise as agreed to by the parties, the next scheduled meeting of the Committee, both parties will share agenda items which may include any new accommodation or return to work matters or differences that have been referred to the Committee.

In the event that there are unresolved local issues regarding individual accommodation and return to work cases, the issue may be referred to the Provincial Commander, Corporate Services for further discussion and review.

The parties agree to work in good faith and to share and exchange information as required to assist with the resolution of issues discussed at the Committee. Prior to a meeting of the Committee, and subject to the receipt of appropriate consent regarding the release of medical information, the Parties agree to disclose any and all relevant information on the accommodation or return to work matters that have been referred to the Committee for consideration.

The Parties further commit to respect the personal privacy and to maintain the confidentiality of all employee health information.

Signed this 3rd day of October, 2016

For the Association:

For the Employer:

Thomas Kaudelka
Director, OPP Association

Matt Siple
Director, Negotiations Branch
Centre for Public Sector Labour Relations
and Compensation
Treasury Board Secretariat

Letter of Intent No. 18 – Grievance Resolution Pilot Committee

The Crown in Right of Ontario
(Management Board of Cabinet)
“the Employer”
and
Ontario Provincial Police Association
“the Association”

Terms of Reference

Section 1 – Purpose

- 1.1 The Grievance Resolution Pilot Committee (“the Committee”) is established between the Ontario Provincial Police Association (“OPPA”) and the Crown in Right of Ontario to demonstrate each party’s commitment to making best efforts to resolve grievances filed by members of the OPPA prior to the OPPA referring such grievances to arbitration/mediation.
- 1.2 The Parties confirm their joint commitment to the following objectives:
 - 1.2.1 To encourage early discussion and resolution of labour relations issues between the Employer, the Association, and members;
 - 1.2.2 To foster ongoing commitment and improvement to the grievance and mediation/arbitration process to resolve matters in an informal, expeditious, and cost-effective manner;
 - 1.2.3 To promote timely and open disclosure of information and communication prior to scheduling of a formal mediation-arbitration matter;
 - 1.2.4 To ensure that Committee members are empowered to provide resolution options and authority to finalize settlements;
 - 1.2.5 To create an alternative process for the timely intervention of a Mediator-Arbitrator in a cost-effective manner where appropriate.

Section 2 – Committee/Composition

- 2.1 The Committee will be composed of three (3) members from the OPPA and three (3) members from the Employer.
For the Employer:
 - Director, Human Resources Services
 - Coordinator, Strategic Issues
 - Advisor, Strategic Issues

For the Association:

- Executive Labour Advisor
- Legal Counsel
- Executive Officer(s)

Upon mutual agreement, additional persons may attend meetings to provide support and/or to facilitate continuity (e.g., subject matter experts).

- 2.2 For a minimum six (6) month period, from the establishment of the committee, the Provincial Commander, Corporate Services, OPP and the Chief Administrative Officer (CAO), OPPA shall also attend Committee meetings, if they choose to do so. The Provincial Commander, OPP and CAO, OPPA may delegate this authority.

Section 3 – Chairs

- 3.1 The Committee shall have OPPA and Employer Co-Chairs, who shall make arrangements for each committee meeting on an alternating basis. The Co-Chairs shall cooperate to ensure that meetings are scheduled, meeting agendas are prepared in advance, and that discussions are carried out in a positive and respectful manner.
- 3.2 To promote continuity and continued success in making best efforts to resolve the grievances, the Provincial Commander, Corporate Services, OPP, and CAO, OPPA will have executive oversight of the Committee and shall provide ongoing support and guidance as necessary.

Section 4 – Mandate of the Committee

- 4.1 The Committee shall discuss and attempt to resolve OPPA grievances prior to referring any grievances to a single Mediator-Arbitrator as outlined in Article 4 (Grievance Procedure) of each of the OPPA Uniform and Civilian Collective Agreements. The Parties agree that grievances with corporate employer policy implications (e.g. Management Board of Cabinet Directives and Guidelines thereunder) are not subject to these Terms of Reference.
- 4.2 Discussions at the Committee shall be conducted on a without precedent and without prejudice basis. The Parties agree that any and all comments made or materials created for use at the Committee shall not be subject to disclosure or admissible at Mediation-Arbitration in any forum. This is intended to encourage open dialogue between the Parties while attempting to resolve the grievances.

Section 5 – Agenda

- 5.1 Either Party may refer a grievance to the Committee for discussion at any time. The Parties shall mutually agree upon the final agenda.

- 5.2 Agenda items will be exchanged no less than fourteen (14) days in advance of the Committee meeting to allow both Parties to prepare in advance. Notwithstanding the foregoing, any grievance that addresses a situation where a member has been terminated or is without income on an ongoing basis may be added to the agenda at any time prior to the day of the Committee meeting.
- 5.3 The Party responsible for adding a grievance to the Committee's agenda shall provide a brief synopsis of each grievance they wish to discuss at least seven (7) days before the Committee Meeting. These synopses will be attached to the agenda as an Appendix. Such synopses are intended to enable both parties to be prepared to speak to the details of each grievance and facilitate meaningful conversation between the Parties.
- 5.4 The OPP shall share the information it relied upon in making the decision that has resulted in the grievance being filed.

Section 6 – Administration

- 6.1 Committee meetings will be scheduled monthly and shall occur in person. Meetings shall be held on the first Tuesday of each month, unless the Parties agree otherwise. Committee Members agree that conference calls may be established, to discuss urgent or outstanding matters.
- 6.2 The Parties agree to work in good faith and to share and exchange information to assist with the resolution of issues discussed at the Committee in accordance with Article 4.01 (b) of the Collective Agreements.
- 6.3 The Parties agree that a quarterly metrics report shall be generated to identify grievance activity, including but not limited to: number of active grievances, number of grievance resolutions, and number of files before a Mediator-Arbitrator. Metrics shall be included as an Appendix to the meeting minutes.
- 6.4 In the event that an issue cannot be resolved at the Committee, the issue may be referred to a single Mediator-Arbitrator for resolution through the grievance process outlined in the applicable Collective Agreement.
- 6.5 The Co-Chair hosting the meeting shall ensure a note-taker is present during the meeting to record meeting minutes and action items.
- 6.6 Meeting minutes must be completed for each meeting and shared with all Committee participants within one (1) week of the meeting. The meeting minutes shall include details of the corresponding discussion and action items for each item on the meeting's agenda.
- 6.7 The above minutes and action items will be reviewed and signed off by the Parties at the earliest opportunity following the meeting.

6.8 Each party will pay its own travel and other expenses.

Section 7 – Grievance Procedure Application

7.1 For the duration of the Committee, the provisions of Article 4 (Grievance Procedure) will continue to apply, except Article 4.07 (b).

7.2 In lieu of advancing a grievance to Mediation-Arbitration under the Collective Agreements, the parties may refer grievances that remain unresolved to an Expedited Mediation-Arbitration procedure in accordance with Section 8 of these Terms of Reference.

Section 8 – Pilot Expedited Mediation-Arbitration

8.1 The parties agree unresolved grievances, except those concerning a dismissal, raising allegations of sexual harassment, and/or human rights concerns, and Association grievances with corporate policy implications, may, on the mutual agreement of the parties, proceed to Mediation-Arbitration on an expeditious and informal manner, subject to the following terms:

- i. The mediator/arbitrator shall endeavour to assist the parties to settle the grievance by mediation. If the parties are unable to settle the grievance by mediation, the Mediator-Arbitrator shall determine the grievance by arbitration. When determining the grievance by arbitration, the Mediator-Arbitrator may limit the nature and extent of the evidence and may impose such conditions as he or she considers appropriate.
- ii. The Mediator-Arbitrator shall give a succinct decision within five (5) days after completing proceedings, unless the parties agree otherwise.
- iii. The parties will make every effort to schedule grievances for hearing that have been referred to the Mediation-Arbitration, within six (6) months of the referral.
- iv. The Mediator-Arbitrator shall begin proceedings within six (6) months of the date of the referral to Mediation-Arbitration, unless a later date is agreed to by the parties.
- v. Decisions reached through the Mediation-Arbitration process shall have no precedential value unless the parties mutually agree otherwise.

8.2 For clarity, except with mutual agreement of the parties, grievances concerning a dismissal, raising allegations of sexual harassment, and/or human rights concerns, and Association grievances with corporate policy implications shall proceed through the regular grievance procedure under Article 4 and shall not utilize this expedited Mediation-Arbitration procedure.

Section 9 – Termination

- 9.1 Either party may terminate the Committee upon fifteen (15) days written notice to the other party.
- 9.2 After a term of one year, a review will be undertaken to evaluate the progress of the Committee and determine whether the Committee will be subject to a further pilot period, made permanent or dissolved.
- 9.3 The Parties agree that these Terms of Reference and the clauses contained within the Terms of Reference are not arbitrable.

Signatures

To confirm understanding and acceptance of the Terms of Reference, which will govern the Committee, all parties have signed in the appropriate spaces below.

Signed in Barrie, on the 22nd of October, 2019

For the Employer:

Mike Mously
Director
Negotiations Branch
Treasury Board Secretariat

Steven MacKay
Manager, Union/Management Relations
Negotiations Branch
Treasury Board Secretariat

For the Ontario Provincial Police Association:

Rob Jamieson
President/CEO

Michael Briscoe
Chief Administrative Officer

John Cerasuolo
Vice-President

Letter of Intent No. 19 – Integrated Mental Health Program

Letter of Understanding

between

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

and

Ontario Provincial Police Association
“the Association”

RE: Integrated Mental Health Program

The Association and the Employer recognize the importance of mental health and well-being of Ontario Provincial Police Association (OPPA) members and pensioners, and their dependents. Together the Parties commit to working cooperatively towards making sustained and meaningful improvements in the availability of mental health supports for OPPA members, pensioners and their dependents.

In recognition of this commitment, the Parties agreed to establish an Integrated Mental Health Program (IMHP). The intention of the IMHP is to provide timely access to confidential, effective, and safe mental health support and services.

Effective March 30, 2020, the IMHP shall be administered and managed by the Association for the benefit of its eligible members, pensioners and dependents, in accordance with the Parties’ Memorandum of Agreement dated March 18, 2022 and subsequent agreements thereafter. The Parties recognize that the administrative, funding and accountability measures that govern the IMHP are defined by the aforementioned Memorandum of Agreement and subsequent agreements thereafter.

The Parties agree that the Memorandum of Agreement forms part of this Collective Agreement but shall not be attached.

Original signed this 18th day of March, 2022, amended version included herein signed on November 30th, 2022.

For the Association:

For the Employer:

John Cerasuolo
President, OPPA

Steven MacKay
Director, Negotiations Branch

Letter of Intent No. 19 amendment, June 26, 2024 – Encompass Mental Health Program



Treasury Board Secretariat
Negotiations Branch
Employee Relations and
Negotiations Division
Centre for Public Sector Labour
Relations and Compensation

315 Front Street West
6th Floor
Toronto, ON M7A 0B8
Telephone: (416) 566-9384

Secrétariat du conseil du trésor
Direction des négociations
Division des relations avec le personnel et des
négociations
Centre pour les relations de travail et la
rémunération dans le secteur public

315, rue Front Ouest 6^{ème}
étage
Toronto, ON M7A 0B8 Téléphone:
(416) 566-9384

January 15, 2025

John Cerasuolo
President
Ontario Provincial Police Association (OPPA)
119 Ferris Lane
Barrie, ON L4M 2Y1

Dear John:

Re: Expansion of Encompass Mental Health Wellness Program

The Employer has reviewed the OPPA's position on the scope of the Integrated Mental Health Program (IMHP), following expansion of the program to all OPP employees effective September 1, 2024.

This letter confirms that the newly eligible fixed-term OPPA members and non-represented OPP employees will have access to all aspects of the program, including unlimited psychological counselling services. For clarity, access to the IMHP and related services noted above are distinct from an employee's insured benefit entitlements and are not to reflect a change to any insured benefits provided to an employee through their employment. Dependents of the newly eligible employees will not be eligible for unlimited psychological counselling or treatment programs under the IMHP.

The Employer will be seeking to schedule a meeting in the coming weeks with the OPPA to discuss next steps, including planned communications to OPP employees and updates to the parties' IMHP memorandum of agreement.

.../2

We look forward to continuing to work collaboratively with the OPPA on this important initiative.

Sincerely,

Original signed by
Steven Mackay
Director
Negotiations Branch
Employee Relations and Negotiations Division
Centre for Public Sector Labour Relations and Compensation Treasury Board Secretariat

c: Deputy Chris Harkins, Deputy Commissioner, Field Operations, Ontario Provincial Police

Marnie Clark, Director, People Operations, Career Development Bureau, Ontario Provincial Police

Letter of Intent No. 20 – Specialist Positions in the North

Letter of Understanding

Between

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

and

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

RE: Specialist Positions in the North

The Employer and the Association confirm that a Uniform member, who is in a specialist position in either Northeast or Northwest Region and has completed a minimum of 7 continuous years in their specialist position, shall be entitled to submit a lateral transfer request to a frontline position in any location and shall be treated as a Duration complete member for the purposes of determining priority status only. If a Uniform member accepts such lateral transfer, the member shall not be eligible for any relocation expenses.

Signed this 10th day of April , 2024.

For the Association:

John Cerasuolo, OPPA President

David Sabatini, OPPA Vice-President

Lisa Shipley, OPPA CAO

For the Employer:

Steven MacKay, TBS

Chris Harkins, OPP

Marnie Clark, OPP

(This letter forms part of the Collective Agreement.)

Letter of Intent No. 21 – Occupational Medicine

LETTER OF UNDERSTANDING

BETWEEN

**THE CROWN IN RIGHT OF ONTARIO
(MANAGEMENT BOARD OF CABINET**

(“Employer”)

-and-

ONTARIO PROVINCIAL POLICE ASSOCIATION

(“Association”)

RE: Third Party Occupational Medicine Program

The Association and the Employer continue to recognize the importance of the health and wellbeing of Ontario Provincial Police Association (OPPA) members and this has been demonstrated through working collaboratively towards making sustained and meaningful improvements in processes and programs related to mental and physical health.

In recognition of this commitment, the Parties have agreed to formalize a committee which will continue to implement the current pilot associated with the third-party Occupational Medicine Program within the OPP and discuss related processes, including, for example, return to work and accommodation processes, that will facilitate the implementation of the pilot program. The Committee will discuss and finalize committee Terms of Reference.

The current pilot will continue to be optional for OPPA members, until the Committee has completed its assessment of the pilot.

The Committee will provide recommendations and draft standard operating procedures by December 31, 2025, or such longer time as the Parties may agree, based on the Committee's assessment of the pilot project, to enable the successful development of and implementation of a mandatory Occupational Medicine program through a joint Letter of Understanding.

The Committee shall have up to five (5) members each from OPP and OPPA.

The Committee shall be in place for such time as is necessary to complete its work.

Signed this 26th day of June, 2024.

For the Association:

For the Employer:

John Cerasuolo
President, OPPA

Steven MacKay
Director, Negotiations Branch

[This letter forms part of the Collective Agreement.]

Letter of Intent No. 22 – Notice Letter re: Szarka Memo

Letter of Understanding

BETWEEN

THE CROWN IN RIGHT OF ONTARIO (MANAGEMENT BOARD OF CABINET)

"Employer"

-and-

ONTARIO PROVINCIAL POLICE ASSOCIATION

"Association"

Re: Absent on Leave with Pay (STSP and WSIB) – Statutory Holiday Pay

Notwithstanding any provisions in the collective agreement, the parties agree to the following:

1. Employees absent on a leave of absence with pay under article 7, Short Term Sickness Plan, who, prior to such absence, did not normally work in an administrative position, shall continue to be entitled to accrue and bank statutory holidays in accordance with articles 14.01 and 14.02(a) and are not required to reduce their statutory holiday bank on a day that a statutory holiday falls.
2. Effective January 1, 2025, employees absent by reason of an injury or occupational diseases for which an award is made under the *Workplace Safety and Insurance Act, 1997* who are absent for 12 months or more shall not be credited with statutory holidays beyond the initial 12 months of their absence. For clarity the employee will be entitled to be paid out the balance of their banked statutory holiday credits as per Article 14.02 d).

Signed at Toronto, Ontario, this 26th day of June, 2024.

Steven MacKay
Treasury Board Secretariat

John Cerasuolo
Ontario Provincial Police Association

(This letter forms part of the Uniform Collective Agreement)

Letter of Intent No. 23 – Notice Letter Vacation Accumulation

Letter of Understanding

B E T W E E N:

THE CROWN IN RIGHT OF ONTARIO (MANAGEMENT BOARD OF CABINET)

"Employer"

-and-

ONTARIO PROVINCIAL POLICE ASSOCIATION

"Association"

Re: Vacation Accrual and WSIB

Notwithstanding any provisions in the collective agreement, the parties agree to the following:

1. Effective January 1, 2025, employees absent by reason of an injury or occupational diseases for which an award is made under the *Workplace Safety and Insurance Act, 1997* shall be entitled to accrue vacation to a maximum of two (2) years annual vacation entitlement under article 13.07 Uniform or 17.01 Civilian.
2. Effective January 1, 2025, any member who has accrued vacation in excess of two (2) years entitlement shall be entitled to maintain their accrued vacation, but shall not accrue any further vacation. Should any member in these circumstances separate from their employment because of retirement, resignation, or death without returning to active employment from their leave, their accrued vacation shall be paid out.

Signed at Toronto, Ontario, this 26th day of June, 2024.

Steven MacKay
Treasury Board Secretariat

John Cerasuolo
Ontario Provincial Police Association

(This letter does form part of the Uniform and Civilian Collective Agreements)

Letter of Intent No. 24 – Pay in Lieu of Vacation



Treasury Board Secretariat
Negotiations Branch
Employee Relations and
Negotiations Division
Centre for Public Sector Labour
Relations and Compensation

Secrétariat du conseil du trésor
Direction des négociations
Division des relations avec le personnel et des
négociations
Centre pour les relations de travail et la
rémunération dans le secteur public

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étage
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June 26, 2024

John Cerasuolo
President
Ontario Provincial Police Association (OPPA)
119 Ferris Lane
Barrie, ON L4M 2Y1

Dear John:

This letter will confirm the parties' agreement that effective July 18, 2024, the date of ratification of the Collective Agreements, Uniform and Civilian members will be permitted to request one (1) week's pay in lieu of five (5) days vacation leave.

For their request to be considered, members must have, at a minimum, five (5) days remaining in their Vacation Bank at the time the request is processed.

Members must give written request to the Employer by November 1 of each year. If approved, the Employer will make best efforts to process the payments within a reasonable period.

This letter will expire on November 30, 2026.

Sincerely,

Steven Mackay
Director, Negotiations Branch
Employee Relations and Negotiations Division
Centre for Public Sector Labour Relations and Compensation Treasury Board
Secretariat