

OPPA

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding entered into thisday of, 199.....

By and Between:

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

and

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

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ARTICLE 1 - RECOGNITION

1.01 The Employer recognizes the Association as the exclusive bargaining agency with respect to matters pursuant to the Public Service Act or matters arising under this Memorandum of Understanding for all employees of the Employer classified as Cadets, Probationary Constables, Constables, Senior Constables, Sergeants, Staff Sergeants and Sergeants Major.

For the purpose of this Memorandum of Understanding, 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 Memorandum or their representatives because employees are, or are not, members of the Association, or because such employees exercise a right under the Memorandum.

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 Memorandum, the singular shall include the plural.

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

ARTICLE 2 - DURATION

2.01 The Memorandum of Understanding which is effective on and from January 1, 1995, shall continue in effect until the 31st day of December, 1999, and during negotiation or arbitration for its renewal or revision.

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ARTICLE 3 - THE ONTARIO PROVINCIAL POLICE NEGOTIATING AND ARBITRATION COMMITTEES

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

ARTICLE 4 - GRIEVANCE PROCEDURE

DEFINITIONS

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

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BOARD COMPOSITION

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

PROCEDURE

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

4.04 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 his/her supervisor within fourteen (14) days of first becoming aware of the complaint.
 - (b) When the complaint cannot be resolved by the employee's supervisor within seven (7) days of the discussion, the complaint shall be discussed with the Detachment Commander or the Section Manager.
 - (c) Failing resolution under (b) herein, and within seven (7) further days, the employee may file a grievance in writing to his/her Regional or Bureau Commander (with a copy to his/her Detachment Commander or Section Manager).

Regional or Bureau Commanders shall give their decision in writing within seven (7) days of receipt of the written grievance (with a copy to the Detachment Commander or Section Manager).

The written grievance shall specify the section or sections of the Memorandum of Understanding, Regulation under the Public Service Act or the Police Services Act or Manual of Administration that is alleged to have been violated or misapplied.

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- (d) If the grievor is not satisfied with the reply of the Regional or Bureau Commander under (c) above, the grievor may forward the grievance to the Commissioner within twenty (20) days of the date of reply in (c) above. The Commissioner or the Commissioner's designee shall give the grievor the decision in writing within twenty (20) days of receipt of the grievance.

TIME LIMITS

- 4.06
 - (a) Where a grievance is not processed within the time prescribed, it shall be deemed to have been withdrawn.
 - (b) In this Article, days shall include all days exclusive of Saturdays, Sundays and statutory holidays.
- 4.07
 - (a) The provisions of this Section shall apply to a grievance concerning the interpretation, application, administration or alleged violation of this Memorandum of Understanding, including whether or not the matter may be entertained by the Grievance Board hereunder.
 - (b) If the grievor is not satisfied with the decision given pursuant to the provisions of Section 4.05, or if the grievor does not receive a decision within the specified time limit, the grievor may apply in writing to the Board within seven (7) days
 - (a) of the date the decision was received or
 - (b) of the date the time limit expired as the case may be, for a hearing of the grievance.
 - (c) When an application is made to the Board for the hearing of the grievance the Board shall hold a hearing within one (1) month of the date of receipt of the application, and at least fourteen (14) days before the hearing shall notify the grievor, the employee representative, and the Commissioner of the date, time and place of the hearing.
 - (d) The Board shall not be authorized to alter, modify or amend any part of the terms of this Memorandum.
 - (e) The decision of the Board in respect of the hearing shall be communicated in writing within sixty (60) days of the conclusion of the hearing to the grievor, the employee representative, the Commissioner, the Solicitor General and the Deputy Minister, Management Board Secretariat.
 - (f) The determination of a grievance by the Board pursuant to the terms of this Memorandum is final.

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- 4.08 Where any difference between the Employer and the Association arises from the interpretation, application administration or alleged contravention of the Memorandum of Understanding the Association shall be entitled to file a policy grievance with the Commissioner 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.
- 4.09 At any stage of the grievance procedure, the time limits imposed upon either party may be extended by mutual agreement.
- 4.10 Each party shall pay the fees and expenses of its own designated member to the Ontario Provincial Police Grievance Board and one half the fees and expenses of the Chair and of any clerk or stenographer whom the Grievance Board may require.
- Except as aforesaid, each party shall bear all expenses incurred by it whether of witnesses, the attendance of witnesses and representatives, exhibits or otherwise.

ARTICLE 5 - SALARIES

- 5.01 The Employer agrees to pay and the Association agrees to accept for the term of this Memorandum of Understanding 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 Civil 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 eighteen (18) months, shall receive one month's notice before being reverted to the former position, and failing such notice, the acting salary will be continued for one month after the employee reverts to the former position.

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

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- 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) Effective January 1, 1992, a shift premium of forty-four (44) cents per hour shall be paid for all hours worked on a shift which commences at or after 1:00 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 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 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,
 - (ii) if an employee completes a full eight (8) hour working day or any full shift agreed to under Article 6.08 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.

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OVERTIME AMOUNT

- 6.02 (a) Overtime shall be paid at the rate of one and one-half (1 1/2) times the hourly rate of salary when an employee is required:
- (i) to perform overtime immediately following a scheduled work period;
 - (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;
 - (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;
 - (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.
- (b) 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.

Note: For the purposes of sub-section 6.02(b) only, a vacation leave period shall consist of a seven (7) consecutive day period free from duty comprised 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.

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OVERTIME PAYMENT

- 6.04 (a) Effective the date of ratification, an employee shall accumulate overtime hours in an overtime bank until one hundred (100) hours have been accumulated. An employee who works more than one hundred (100) overtime hours may, at the employee's option, accumulate these excess hours in the overtime bank or may request payment of these hours on a monthly basis. Failure to make such payment shall not be regarded as a violation of this memorandum where such failure is due to reasons beyond the control of the employer. This clause expires at 23:59 hours on December 31, 1999, unless the parties agree, at that time, to pursue other options.

Subject to the above, commencing January 1, 2000, an employee may, at the employee's option, accumulate overtime hours in an overtime bank or may request payment of overtime hours on a monthly basis. Failure to make such payment shall not be regarded as a violation of this memorandum where such failure is due to reasons beyond the control of the employer.

- (b) 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 at the rate it was earned.
- (c) 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.
- (d) 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.
- (e) 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 his/her 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 his/her overtime bank or statutory holiday bank reduced by the number of hours he/she would have worked on his/her 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.
- (f) Schedule VI makes further provisions with respect to overtime banks.

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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 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 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 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 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.

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STAND-BY TIME

- 6.06
- (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 his/her residence or other specified quarters, (as determined by the person authorizing the stand-by) from which the employee shall be ready to proceed to a work location immediately upon receipt of instructions.
 - (b) This Article shall not eliminate or prohibit the existing co-operative practice under which a member of the OPP provides advice to his/her supervisor as to his/her proposed whereabouts while off duty but there shall be no restriction on the free time of an employee that is not in accordance with this Memorandum of Understanding.
 - (c) Where an employee is required to be on stand-by he/she is entitled to be paid at his/her hourly rate of salary for one-third (1/3) of his/her stand-by time, but where such stand-by time is less than the number of hours in the employee's scheduled working day, the employee is entitled to three (3) hours pay at the 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 he/she was 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 he/she was 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.

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 Memorandum.

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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
 - (ii) with 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 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 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.
- 7.05 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 his/her accumulated attendance credits reduced by a number of days equal to the number of days of such absence and is entitled to leave-of-absence with pay for each such day.
- 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.

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MEDICAL EXAMINATIONS

- 7.09 (a) If an employee is absent for five consecutive days due to sickness, no leave with pay shall be allowed unless a certificate of a legally qualified medical practitioner is forwarded to the Commissioner certifying that the employee is unable to attend to official duties.
- (b) 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) days. The cost of the certificate requested shall be borne by the employer.
- 7.10 While on sick leave or Workers' Compensation 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.

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 the Long Term Income Protection Plan 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.

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- 7.16 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.

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,
 - (i) Section 17 of the Public Service Act,
 - (ii) Section 13(4), (8)b, (11) or 14 of the Public Service Pension Act, or
- (c) release from employment under sub-section 4 of Section 22 of the Public Service Act,

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

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- (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,
 - 1. Section 17 of the Public Service Act,
 - 2. Section 13 (4), (8)b, (11) or 14 of the Public Service Pension
 - (iii) release from employment under sub-section 4 of Section 22 of the Public Service Act,

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

or

- (b) where the employee has completed five (5) years of continuous service and ceases to be an employee for any reason other than
 - (i) dismissal for cause under Section 22 of the Public Service Act, or
 - (ii) abandonment of position under Section 20 of the Public Service Act,

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

8.04 The benefits described under this Section shall apply from May 1, 1979.

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,
 - 1. Section 17 of the Public Service Act,
 - 2. Section 13 (4), (8)b, (11) or 14 of the Public Service Pension Act, or
 - (iii) release from employment under sub-section 4 of Section 22 of the Public Service Act, or

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(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 for cause under Section 22 of the Public Service Act, or
- (ii) abandonment of position under Section 20 of the Public Service Act,

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

8.05 (a) The total of the amount paid to an employee in respect of accumulated attendance credits, severance pay, or both, shall not exceed one-half (1/2) of the annual salary at the date when the employee ceased to be an employee.

(b) 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.

(c) 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,

(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 the employee's service such as:

- (i) Political Activity (Public Service Act, 28.6 and Article 28.7(6))
- (ii) Lay-off (Article 30)
- (iii) Educational Leave (Public Service Act, Reg. 977, 20 and 21)

(b) when the employee is receiving benefits under the Long Term Income Protection Plan,

(c) after the first six (6) months that the employee is receiving benefits pursuant to an award under the Workers' Compensation Act, but this clause shall not apply so long as the employee is

- (i) receiving one hundred percent (100%) of salary
- (ii) using accumulated attendance credits to supplement the award to regular salary.

8.07 An employee may receive only one termination payment for a given period of service.

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- 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.

ARTICLE 9 - LEAVE-OF-ABSENCE

BEREAVEMENT LEAVE

- 9.01 An employee shall be allowed up to three (3) days leave-of-absence with pay in the event of the death of a member of the employee's immediate family and such leave shall not be charged against the employee's attendance credits. For the purposes of this Section, "immediate family" shall include the employee's spouse, common-law spouse, mother, father, stepmother, stepfather, mother-in-law, father-in-law, son, daughter, son-in-law, daughter-in-law, stepson, stepdaughter, brother, sister, brother-in-law, sister-in-law, foster parents, legal guardians, grandchildren and the grandparents of the employee and spouse.

In the event an employee does not attend the funeral, only one (1) day of absence will be allowed.

Necessary traveling time in addition to the three (3) days may be granted in accordance with Section 9.02 (a).

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 three (3) days in any calendar year, upon any special or compassionate ground. Such leave shall not be dependent upon nor charged against accumulated credits of the employee.
- (b) Leave-of-absence without pay and without accumulation of credits may be granted to an employee by the Commissioner.
- (c) 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.
- (d) No employee shall be absent from duty on a leave-of-absence provided for in sub-sections 9.02(b) and 9.02(c) unless the employee previously obtained the authorization required by this sub-section.

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- (e) 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
- (a) 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 a First Nations Police Constable immediately prior to appointment to the civil service.
 - (b) The leave-of-absence shall be in accordance with the provisions of the Employment Standards Act.
 - (c) An employee entitled to pregnancy leave under this Article, who provides the Employer with proof that she is in receipt of unemployment insurance benefits pursuant to the Unemployment Insurance Act (Canada) shall be paid an allowance in accordance with the Supplementary Unemployment Benefit Plan.
 - (d) In respect of the period of pregnancy leave, payments made according to the Supplementary Unemployment Benefit Plan shall consist of the following:
 - (i) for the first two (2) weeks, payments equivalent to ninety-three percent (93%) of the actual weekly rate of pay for her classification which she was receiving on the last day worked prior to the commencement of the pregnancy leave, including any retroactive salary adjustments to which she may become entitled, and
 - (ii) up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the sum of the weekly UI benefits she is eligible to receive and any other earnings she receives, and ninety-three percent (93%) of the actual weekly rate of pay for her classification, which she was receiving on the last day worked prior to the commencement of the pregnancy leave, including any retroactive salary adjustment to which she may become entitled.
 - (e) During the Pregnancy Leave an employee shall:
 - (i) be entitled to have benefits plan coverage continue and the Employer shall continue to pay the employer's contributions, unless the employee gives notice, in writing, that she does not intend to pay her contributions, if any, and
 - (ii) continue to accrue seniority.

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- (f) On return from Pregnancy Leave the employee shall be assigned to her former position and be paid at the step in the salary range that she would have attained had the Pregnancy Leave not been granted.
- (g) An employee shall be entitled to a leave-of-absence without pay and without accumulation of credits of up to six (6) months immediately following the Pregnancy Leave. This leave shall be inclusive of any entitlement under Article 9.04(a) Parental Leave.
- (h) An employee returning from a leave-of-absence under sub-section (g) shall be assigned to her former position and be paid at the step in the salary range that she had attained on the date the leave-of-absence began.
- (i) Employees shall have no vested right to payments under the Supplementary Unemployment Benefit Plan with the exception of payments made during a period of unemployment as specified in this Article.
- (j) Payments in respect of guaranteed annual remuneration, deferred remuneration, or severance pay shall not be reduced or increased by payments received under the Supplementary Unemployment Benefit Plan.

PARENTAL LEAVE

9.04

For the purposes of this Section "Parent" includes 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 his or her own. (Employment Standards Act as amended under Bill 14, December 20, 1990)

- (a) 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 Nations Police force immediately prior to the employee's appointment to the civil service, and who is a parent of a child following:
 - (i) the birth of the child; or
 - (ii) the coming of the child into the custody, care and control of a parent for the first time.
- (b) The leave-of-absence shall be in accordance with the provisions of the Employment Standards Act.
- (c) An employee who takes Parental Leave for the purpose of adoption and who provides the Employer with proof of being in receipt of Unemployment Insurance Benefits pursuant to the Unemployment Insurance Act (Canada), shall be paid an allowance in accordance with Supplementary Unemployment Benefit Plan.

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- (d) In respect of the period of Parental Leave for the purpose of adoption, payments made according to the Supplementary Unemployment Benefit Plan shall consist of the following:
- (i) for the first two (2) weeks, payments equivalent to ninety-three percent (93%) of the actual weekly rate of pay for the employee's classification which the employee was receiving on the last day worked prior to the commencement of the Parental Leave, including any retroactive salary adjustments to which the employee may become entitled, and
 - (ii) normally up to ten (10) weeks OR where Unemployment Insurance has authorized benefits for fifteen (15) weeks due to special circumstances, payments equivalent to the difference between the sum of the weekly UI benefits the employee is eligible to receive and any other earnings the employee receives, and ninety-three percent (93%) of the actual weekly rate of pay for the employee's classification, which the employee was receiving on the last day worked prior to the commencement of the Parental Leave, including any retroactive salary adjustment to which the employee may become entitled.
- (e) During the Parental Leave the employee shall:
- (i) be entitled to have benefits plan coverage continue and the Employer shall continue to pay the employer's contributions, unless the employee gives notice, in writing, that the employee does not intend to pay the employee's contributions, if any, and
 - (ii) continue to accrue seniority.
- (f) On return from Parental Leave the employee shall be assigned to the employee's former position and be paid at the step in the salary range that the employee would have attained had the leave not been granted.
- (g) An employee who is a natural father or adoptive mother or father shall be entitled to a leave-of-absence without pay and with accumulation of credits of up to twenty-five (25) weeks immediately following the Parental Leave if requested, in writing, at least two (2) weeks prior to the expiry date of the employee's Parental Leave.
- (h) A natural mother who takes Parental Leave is entitled to a six (6) month leave-of-absence inclusive of Parental Leave under sub-section 9.03(g).
- (i) An employee returning from a leave-of-absence under sub-section (h) shall be assigned to her/his former position and be paid at the step in the salary range that the employee would have attained on the date the leave-of-absence began.
- (j) Employees shall have no vested right to payments under the Supplementary Benefit Plan with the exception of payments made during a period of unemployment as specified in this Article.

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- (k) Payments in respect of guaranteed annual remuneration, deferred remuneration, or severance pay shall not be reduced or increased by payments received under the Supplementary Unemployment Benefit Plan.

WORKERS' COMPENSATION

- 9.05 (a) Where an employee is absent by reason of an injury or an industrial disease for which a claim is made under the Workers' Compensation Act, 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) Where an employee is absent by reason of an injury or an industrial disease for which an award is made under the Workers' Compensation Act, the employee's salary shall continue to be paid without loss of credits for a period not exceeding one hundred and thirty (130) working days. This period may be continuous or an accumulation of several absences.
- (c) Where the Workers' Compensation Board makes an award to an employee 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.
- (d) Where the Workers' Compensation Board makes an award to an employee 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

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- (c) treat the absence as leave with pay and pay to the Employer any fee that was received as a witness.

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 taking military, naval, air force, or civil defense training.

ARTICLE 12 - LEAVE-OF-ABSENCE FOR ASSOCIATION BUSINESS

- 12.01 Leave-of-absence for the purpose of traveling to and attending meetings shall be granted without deduction from credits as follows:
 - (a) Two (2) delegates from each district for the purpose of attending the Association's two (2) Executive Board Meetings each year, a one (1) day meeting in the Spring and a two (2) day meeting in the Fall .
 - (b) The six (6) members of the Association's Board of Directors to attend meetings for the purpose of conducting the business of the Association, to an aggregate of one hundred and twenty (120) days in any calendar year. For any leave under this Section in excess of one hundred and twenty (120) days, the Association shall reimburse the Province of Ontario for the salary of the member or members concerned.
 - (c) Three (3) members of the Association's Board of Directors who are members of the Ontario Provincial Police Negotiating Committee to attend meetings of the Committee as required.
 - (d) Such leave shall be granted only upon written application from the member to the Regional or Bureau Commander. Such applications shall describe the type of meeting for which the leave-of-absence is requested.

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- 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.

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.

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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 Workers' Compensation Act,
- (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 Effective January 1, 1991, employees who have completed six (6) months of service are entitled to annual vacation as follows:

- (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 after eight (8) years of continuous service.
 - (iii) Two and one-twelfth (2 1/12) days per month after sixteen (16) years of continuous service.
 - (iv) During the year the employee completes twenty-four (24) years of continuous service and each year thereafter, thirty (30) working days.
- (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 five (5) days [forty (40) hours] vacation leave. An employee opting for pay must give written notice to the Detachment Commander or Section Manager by November 1st.

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- (f) For the purpose of this Section "vacation year" shall be the calendar year.
- (g) Schedule VI makes further provisions with respect to 13.07 (e) - pay in lieu of five (5) days vacation leave.

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 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 service in:

- (a) the Ontario Public Service;
- (b) a Police force which is amalgamated with the OPP;
- (c) the First Nations Police Force.

ARTICLE 14 - STATUTORY HOLIDAYS

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

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

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

- 14.02
- (a) Each member shall be credited with eighty-eight (88) hours in lieu of the eleven (11) statutory holidays contained in Section 14.01. Such hours shall be credited to a statutory holiday bank on January 1st in each calendar year.
 - (b) If a member works a scheduled shift on a statutory holiday, the member's statutory holiday bank shall be credited with an additional four (4) hours for working an eight (8) hour shift, or with an additional four and one-half (4 1/2) hours for working a nine (9) hour shift, or with an additional five (5) hours for working a ten (10) hour shift, or with an additional six (6) hours for working a twelve (12) hour shift.

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- (c) Three eight (8) hour, nine (9) hour or ten (10) hour periods, depending on the shift being worked, 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 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) Schedule VI makes further provisions with respect to 14.02 (d) - payment of holiday banks.

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; and
- (c) the deceased employee's salary for the period of vacation, leave-of-absence and overtime credits that have accrued;
- (d) an amount in respect of attendance credits or severance pay computed in the manner and subject to the conditions set out in Article 8, Termination Payments.

15.02 (a) The surviving spouse or dependents of the deceased employee may be paid up to one thousand five hundred dollars (\$1,500.00) of the above without the prior consent of the Provincial Treasurer.

- (b) Any indebtedness to the Crown on the part of the deceased member, such as overpaid (advance) salary, and overdrawn attendance credits, must be deducted from the above entitlement before payment is made.
- (c) All net payments are subject to income tax.

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ARTICLE 16 - SERVICE BADGES

- 16.01 Pursuant to Regulations made under the Police Services Act:
- (a) a service badge shall be granted to an employee for each five (5) year period of continuous service.
 - (b) effective January 1, 1992, an employee shall be paid an allowance of eight dollars and fifty cents (\$8.50) a month for each service badge to which the employee is entitled.
- 16.02 Payment for such allowance shall be made to an employee prior to, or not later than, the 15th day of December in each calendar year.

ARTICLE 17 - PLAIN CLOTHES EXPENSE

- 17.01 Effective January 1, 1990, each employee covered by this Memorandum, who is required to provide and wear ordinary clothing 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 nine hundred dollars (\$900.00) per annum, 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.
- 17.02 Each employee entitled to the expenses under Section 17.01 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 18 - MOTORCYCLE ALLOWANCE

- 18.01 Employees operating motorcycles shall receive an allowance of two dollars (\$2.00) per day or at
- 18.02 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.

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ARTICLE 19 - UNIFORM AND EQUIPMENT ISSUE

- 19.01 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 Memorandum of Understanding.
- 19.02 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.
- 19.03 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 20 - PAID DUTY

- 20.01 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 21 - TRANSFER TO OTHER MINISTRY

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

ARTICLE 22 - NOTICE OF TRANSFER

- 22.01 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.

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22.02 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 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 Management Board of Cabinet Directive 4-2.

DURATION POSTINGS

22.03 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.

ARTICLE 23 - TEMPORARY POSTINGS

DEFINITION

23.01 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

23.02 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

23.03 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

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- (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.

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

23.05 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

23.06 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.

23.07 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

23.08 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.

23.09 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.

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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 24 - DEDUCTIONS FROM PAY

24.01 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 25 - USE OF DETACHMENT FACILITIES

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

ARTICLE 26 - INFORMATION TO THE ASSOCIATION

26.01 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.

ARTICLE 27 - DEDUCTION OF ASSOCIATION DUES

27.01 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 within a reasonable time after such deductions are made.

27.02 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.

27.03 Subject to the jurisprudence of the Ontario Labour Relations Board and the Association's duty of fair representation, where an employee because of his or her religious conviction or religious belief objects to the paying of dues or other assessments to the Association, an amount equal to any initiation fee, dues or other assessments will be paid by the employee, or remitted by the employer, to a charitable organization mutually agreed by the employee and the Association.

27.04 If a disagreement occurs between the Association and an employee regarding the application of 27.03, the matter will be referred to the OPP Grievance Board for resolution.

MEMORANDUM OF UNDERSTANDING

ARTICLE 28 - PERSONNEL FILE

28.01 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 291-00 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 his/her file during off duty hours and shall do so at his/her own personal expense.

28.02 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 Police Services 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.

28.03 Notwithstanding 28.02, the Commissioner has the discretion to maintain discipline records for a longer or shorter period of time on an exceptional basis.

ARTICLE 29 - NEW EMPLOYEES

29.01 The Employer agrees to acquaint all new employees entering the bargaining unit with the fact that this Memorandum of Understanding is in effect, and with the conditions of employment set out in the Articles.

MEMORANDUM OF UNDERSTANDING

29.02 The Employer agrees to place a current copy of the Memorandum of Understanding in each Detachment Library and in Volume 3 Police Orders.

ARTICLE 30 - LAY OFF AND RECALL

ADVANCE NOTICE

30.01 The Employer and the Association agree that qualifications and length of continuous service as defined in Article 13.10, on a province-wide basis, are the primary considerations in the event that a reduction in the work force should become necessary.

30.02 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 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.

REAPPOINTMENT

30.03 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 employee who has greater qualifications and a greater period of completed service applies.

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

MEMORANDUM OF UNDERSTANDING

ARTICLE 31 - ISOLATION PAY

31.01 An employee who is stationed at a work location which receives a total of eight (8) or more points under the factors outlined in sections 31.04 (i) and 31.04 (ii) of this Article shall be paid isolation pay in accordance with the following scale:

	<u>\$ Per Month</u>	<u>\$ Per Week</u>
8 points	28.75	6.61
9-12 points	34.50	7.94
13-16 points	46.00	10.58
17-20 points	57.50	13.23
21-24 points	69.00	15.87
25-28 points	80.50	18.52
29-32 points	92.00	21.16
33-36 points	103.50	23.81
37-40 points	115.00	26.45
41-44 points	126.50	29.10
45-48 points	138.00	31.74

The points allocated shall be based upon the Municipal Directory (Ministry of Municipal Affairs) and be updated in April of each year or upon publication of the directory, to become effective on April 1 of each year.

31.02 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.

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

31.04 (i) Population of the largest center of population within eighty(80) kilometers of the employee's work location:

<u>Population</u>	<u>Points Assigned</u>
1- 999	14
1,000-1,999	12
2,000-2,999	10
3,000-3,999	8
4,000-4,999	6
5,000-7,499	4
7,500-9,999	2
10,000+	0

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

MEMORANDUM OF UNDERSTANDING

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

ARTICLE 32 - EMPLOYEE BENEFITS CONTRACTS

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

ARTICLE 33 - INFORMAL DISCIPLINARY PROCEDURE

- 33.01 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 Police Services Act, the member shall be notified in writing of a time and date for a meeting with the Regional or Bureau Commander or designee.
- 33.02 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.
- 33.03 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.

MEMORANDUM OF UNDERSTANDING

Witnessed at the City of Toronto this day of, 199....

On behalf of
THE PROVINCE OF ONTARIO

On behalf of
THE ONTARIO PROVINCIAL
INCORPORATED

L.Oudyk

G. B. Adkin

D.S. Nagel

D. B. Brown

J.W. Hutton

J. W. Drennan

S. K. Lal, Chair
Ontario Provincial Police Negotiating Committee

MEMORANDUM OF UNDERSTANDING

SCHEDULE I

SALARY SCHEDULE

April 1, 1997 to November 30, 1997

RANK	HOURLY	WEEKLY	BI-WEEKLY	ANNUAL
CSO5	15.25	609.93	1219.86	31825
CSO4	17.50	699.91	1399.82	36520
CSO3	20.00	799.93	1599.86	41739
CSO2	22.25	889.92	1779.84	46435
CSO1	25.00	999.86	1999.72	52171
SR CS	25.50	1019.86	2039.72	53215
SGO2	26.25	1049.87	2099.74	54781
SGO1	28.25	1129.84	2259.68	58953
SSO3	29.50	1179.87	2359.74	61564
SSO2	31.00	1239.80	2479.60	64691
SSO1	32.00	1279.83	2559.66	66780
SMO1	32.75	1309.82	2619.64	68345

MEMORANDUM OF UNDERSTANDING

SCHEDULE I

SALARY SCHEDULE

December 1, 1997 to January 31, 1998

RANK	HOURLY	WEEKLY	BI-WEEKLY	ANNUAL
CSO5 *	14.37	574.95	1149.90	30000
CSO5**	15.40	615.97	1231.94	32140
CSO4	17.67	706.84	1413.68	36882
CSO3	20.20	807.85	1615.70	42152
CSO2	22.47	898.73	1797.46	46894
CSO1	25.24	1009.76	2019.52	52688
SR CS	25.75	1029.96	2059.92	53742
SGO2	26.51	1060.26	2120.52	55323
SGO1	28.53	1141.03	2282.06	59537
SSO3	29.79	1191.55	2383.10	62173
SSO2	31.30	1252.08	2504.16	65332
SSO1	32.31	1292.50	2585.00	67441
SMO1	33.07	1322.79	2645.58	69021

*CSO5 rate in effect for members hired as of January 1, 1998.

**CSO5 rate in effect for members hired prior to January 1, 1998.

MEMORANDUM OF UNDERSTANDING

SCHEDULE I

SALARY SCHEDULE

February 1, 1998 to November 30, 1998

RANK	HOURLY	WEEKLY	BI-WEEKLY	ANNUAL
CSO5*	14.37	574.95	1149.90	30000
CSO5**	15.63	625.03	1250.06	32613
CSO4	17.93	717.23	1434.46	37424
CSO3	20.49	819.73	1639.46	42772
CSO2	22.80	911.95	1823.90	47584
CSO1	25.62	1024.61	2049.22	53463
SR CS	26.13	1045.11	2090.22	54532
SGO2	26.90	1075.85	2151.70	56136
SGO1	28.95	1157.81	2315.62	60413
SSO3	30.23	1209.07	2418.14	63088
SSO2	31.76	1270.49	2540.98	66292
SSO1	32.79	1311.51	2623.02	68433
SMO1	33.56	1342.24	2684.48	70036

*CSO5 rate in effect for members hired as of January 1, 1998.

**CSO5 rate in effect for members hired prior to January 1, 1998.

MEMORANDUM OF UNDERSTANDING

SCHEDULE I

SALARY SCHEDULE

December 1, 1998 to March 31, 1999

RANK	HOURLY	WEEKLY	BI-WEEKLY	ANNUAL
CSO5*	14.37	574.95	1149.90	30000
CSO4	18.19	727.62	1455.24	37966
CSO3	20.79	831.61	1663.22	43392
CSO2	23.13	925.17	1850.34	48274
CSO1	25.99	1039.46	2078.92	54238
SR CS	26.51	1060.26	2120.52	55323
SGO2	27.29	1091.44	2182.88	56950
SGO1	29.36	1174.59	2349.18	61288
SSO3	30.66	1226.59	2453.18	64002
SSO2	32.22	1288.90	2577.80	67253
SSO1	33.26	1330.52	2661.04	69425
SMO1	34.04	1361.69	2723.38	71051

*CSO5 rate in effect for members hired as of January 1, 1998.

MEMORANDUM OF UNDERSTANDING

SCHEDULE I

SALARY SCHEDULE

April 1, 1999 to December 31, 1999

RANK	HOURLY	WEEKLY	BI-WEEKLY	ANNUAL
CSO5	14.37	574.95	1149.90	30000
CSO4	18.88	755.06	1510.12	39398
CSO3	21.57	862.97	1725.94	45029
CSO2	24.00	960.06	1920.12	50095
CSO1	26.97	1078.66	2157.32	56283
SR CS	27.51	1100.25	2200.50	57409
SGO2	28.32	1132.60	2265.20	59097
SGO1	30.47	1218.89	2437.78	63600
SSO3	31.82	1272.85	2545.70	66415
SSO2	33.44	1337.51	2675.02	69789
SSO1	34.52	1380.70	2761.40	72043
SMO1	35.33	1413.05	2826.10	73731

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,

MEMORANDUM OF UNDERSTANDING

- 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.

MEMORANDUM OF UNDERSTANDING

SCHEDULE II

(A) EMPLOYEES' GROUP INSURANCE

Basic Life Coverage

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

Supplementary Life Coverage for Employees

Supplementary Life Insurance in the amount of one (1) or two (2) or three (3) times salary will be available to employees on an optional basis. The employee pays the full premium for the coverage, which, effective November 1, 1993, shall be based on a single rate of nineteen (19) cents per thousand dollars of coverage.

Life Insurance for Dependents

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

(B) GROUP LIFE INSURANCE PLAN

Group Insurance Policy G 997 in the amount of fifteen thousand dollars (\$15,000) and administered by the Association will continue as a mandatory policy for all active members, and as an option for retired members. A Joint Committee shall be comprised to resolve any problems which arise with respect to the application of the Plan, variations in premium rates, and the disposition of any surplus or deficit that may arise under this Plan.

The Committee will be composed of one member from each of the following:

OPP Association
OPP Commissioned Officers' Association
OPP Veterans' Association
Ministry of the Solicitor General and Correctional Services.

(C) HEALTH INSURANCE

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

MEMORANDUM OF UNDERSTANDING

(D) SUPPLEMENTARY HEALTH AND HOSPITAL INSURANCE

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

The Plan provides coverage for eligible medical expenses as listed in the Plan and in addition effective January 1, 1998, will provide coverage of up to one hundred and fifty dollars (\$150) per day for hospital accommodation over and above standard ward coverage.

Effective January 1, 1993, the Employer agrees to a drug card program as provided and amended from time to time by the insurance carrier administering the group insurance benefits under this Memorandum of Understanding.

Effective January 1, 1998, the total prescription cost for claims will be comprised of the drug ingredient cost plus up to eight dollars (\$8.00) per prescription for the pharmacies' professional fee (dispensing fee). Drug coverage under this article is limited to those drugs/medications which can only be obtained by prescription (i.e., excluding drugs that may be purchased over-the-counter). Payment will be at 90% of the total prescription cost.

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

(E) LONG TERM INCOME PROTECTION PLAN

- (a) Effective January 1, 1992, the Employer will pay ninety percent (90%) of the premium for the Long Term Income Protection Plan and the employee will pay the remaining ten percent (10%).
- (b) Effective January 1, 1986, the LTIP benefit under Schedule II, Section (E) will be increased for each employee who commenced to receive LTIP benefits:
 - (i) from and including January 1, 1975, to and including December 31, 1976, by one hundred and seventy-five dollars (\$175.00) per month;
 - (ii) from and including January 1, 1977, to and including December 31, 1978, by one hundred and thirty-five dollars (\$135.00) per month;
 - (iii) from and including January 1, 1979, to and including December 31, 1980, by one hundred and ten dollars (\$110.00) per month;
 - (iv) from and including January 1, 1981, to and including December 31, 1982, seventy-five dollars (\$75.00) per month;
 - (v) from and including January 1, 1983, to and including December 31, 1985, fifty dollars (\$50.00) per month;
 - (vi) from and including January 1, 1986, to and including December 31, 1988, thirty dollars (\$30.00) per month;

MEMORANDUM OF UNDERSTANDING

- (vii) from and including January 1, 1989, to and including December 31, 1990, fifteen dollars (\$15.00) per month;

in respect of each month the employee continues to receive LTIP benefits under the plan.

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

(F) DENTAL PLAN

Effective January 1, 1989, this plan provides for basic dental care equivalent to the Ontario Blue Cross Basic Dental Care Plan 7 and includes such items as examinations, consultations, specific diagnostic procedures, X-rays, preventive services such as scaling, polishing, and fluoride treatments, fillings, extraction's and anaesthesia services, and the application of pit and fissure sealants to primary and permanent teeth surfaces limited to one application per surface per lifetime. This plan also includes benefits equivalent to Rider 1 of the Ontario Blue Cross Basic Dental Care Plan 7 as additions to the basic dental plan and includes such items as periodontal services, endodontic services and surgical services, as well as prosthodontics services necessary for relining, rebasing or repairing an existing appliance (fixed bridge-work, removable partial or complete dentures).

Effective January 1, 1998, Dental Care Plan 7 is modified to the extent that the "preventative services", id to eligible dependent children twelve (12) years of age and under.

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

Effective January 1, 1992, the Employer agrees to pay one hundred percent (100%) of the monthly premiums for services relating to dentures, orthodontics and major restorative services, with benefits equivalent to Riders 2, 3, and 4 of the Blue Cross Plan respectively on the basis of sixty percent/forty percent (60%/40%) co-insurance, up to a maximum of two thousand dollars (\$2,000) per family per year.

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

MEMORANDUM OF UNDERSTANDING

(G) VISION CARE AND HEARING AIDS

- a) Effective January 1, 1992, the Employer agrees to pay one hundred percent (100%) of the monthly premiums for vision care and hearing aid coverage under the Supplementary Health and Hospital Plan. This coverage provides for vision care, (maximum two hundred dollars (\$200.00) per person in any twenty-four (24) month period) and the purchase and any repair of hearing aids (maximum of up to three hundred dollars (\$300.00) in any consecutive five (5) year period) equivalent to the hearing aids component of the Blue Cross Extended Health Care Plan.
- b) Effective January 1, 1991, the plan will provide coverage for the cost of glasses every six (6) months for children age twelve (12) and under when a prescription change is ordered by an optometrist or ophthalmologist.

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

MEMORANDUM OF UNDERSTANDING

APPENDIX I

COST OF LIVING ALLOWANCE

Effective January 1, 1993, the parties agree that the Employer shall provide a Cost of Living Allowance (COLA) provision for one year as follows:

1. The Consumer Price Index (CPI) used for the COLA calculation will be provided by Statistics Canada for Ontario (1986 BASE = 100).
2. No change, retroactive or otherwise, will be made due to any revision in any published Statistics Canada Consumer Price Index figures.
3. The average CPI (Ontario) for October to December, 1992, plus 3% will be the Base Index for all calculations of the COLA float.
4. The COLA float will be calculated on a quarterly basis for 1993, for quarters ending March 31, 1993, June 30, 1993, September 30, 1993, and December 31, 1993, with the understanding that the COLA float calculated will not be reduced from the previous quarter.
5. The COLA will be a lump sum payment based on regular time hours worked during the quarterly period. The Employer will endeavor to make quarterly lump sum payments within the month following the publication of the CPI.
6. The float will be an amount equivalent to the percentage increase in the quarterly (3-month average) CPI above the Base Index.
7. Where the float is less than 0.1%, no quarterly payment shall be made, and the payment shall be added to the next quarterly payment, if any, or in any event by the end of 1993.
8. Effective December 31, 1993, the allowance will be folded into the base rates of each classification.

ON BEHALF OF
MANAGEMENT BOARD OF CABINET

Brent Gibbs

Peter Campbell
Dated: February 1, 1993

ON BEHALF OF THE ONTARIO
PROVINCIAL POLICE
ASSOCIATION

Robert Hunter

Grant Scharf
Dated: February 1, 1993

MEMORANDUM OF UNDERSTANDING

APPENDIX II

REMOVAL OF GENDER SPECIFIC REFERENCES

The parties have agreed to amendments to the Memorandum of Understanding covering the period January 1, 1994 to December 31, 1994 to eliminate gender specific references.

These amendments are not intended to, and shall not, interfere with or alter the original meaning or intent of the Memorandum of Understanding.

ON BEHALF OF
MANAGEMENT BOARD OF CABINET

ON BEHALF OF THE ONTARIO
PROVINCIAL POLICE

A. Pesce

Robert Hunter

D. Nagel

G. B. Adkin

Dated: , 1995

Dated: , 1995

MEMORANDUM OF UNDERSTANDING

LETTERS OF INTENT

No.1

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

MEMORANDUM OF UNDERSTANDING

LETTERS OF INTENT

No. 2

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 notwithstanding the provisions of Section 9.04(b) and (c) of the Memorandum of Understanding, where an employee is absent from duty due to injuries arising from the malicious action or negligence of a third party and the he elects to receive benefits from the Workers' Compensation Board for such injuries, his salary shall continue to be paid without loss of credits for a period not exceeding one year. This period may be continuous or an accumulation of several absences.

J.R. Scott
On behalf of
PROVINCE OF ONTARIO

MEMORANDUM OF UNDERSTANDING

LETTERS OF INTENT

No. 3

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, 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 shall be arranged 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 consecutive days off shall consist of four weekly days of rest and three 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 four hours in the members' overtime bank for each statutory holiday worked.

Except with the mutual agreement of an employee and his 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 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.

MEMORANDUM OF UNDERSTANDING

/...2

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.

J.R. Scott
On behalf of
PROVINCE OF ONTARIO

MEMORANDUM OF UNDERSTANDING

LETTERS OF INTENT

No. 4

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

MEMORANDUM OF UNDERSTANDING

LETTERS IN INTENT

No. 5

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

MEMORANDUM OF UNDERSTANDING

LETTERS OF INTENT

No. 6

April 24, 1986

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 confirms that the Commissioner agrees to review all cases in which a Force member is charged with a statutory offence. Where legal indemnification has been denied in the first instance, a further review will be undertaken where the member is acquitted.

Yours very truly,

A.N. Chaddock
Chief Superintendent
Ontario Provincial Police

MEMORANDUM OF UNDERSTANDING

LETTERS OF INTENT

No.7

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

MEMORANDUM OF UNDERSTANDING

LETTERS OF INTENT

No.8

Negotiations Secretariat
Room 340, 3rd Floor
Frost Building South
Tel: 325-1476
Fax: 325-1483

15 March 1994

Ontario Provincial Police Association
119 Ferris Lane
Barrie, Ontario

Attention: Mr. Robert R. Hunter

Dear Sir:

This will confirm the understanding between the parties with respect to the Memorandum of Understanding effective January 1, 1994, although not forming a part thereof, regarding payout of accumulated overtime and of vacation entitlement.

The employer will pay out all accumulated hours under Article 6.04 (b) no later than the first pay date in February of the following year.

Vacation entitlement payout under 13.07(e) will be made no later than December 31 of the same year, provided that all information regarding employee requests is received by CORPAY by the third week in November.

Angelo Pesce
On behalf of
PROVINCE OF ONTARIO

MEMORANDUM OF UNDERSTANDING

LETTER OF INTENT

No. 9

Corporate Labour Relations
Negotiations Secretariat
Frost Bldg South, Rm 340
Toronto, Ontario
M7A 1Z5
Fax : 325-1483
Tele : 325-5046

July 21, 1997

Mr. Brian Adkin
President
Ontario Provincial Police Association
119 Ferris Lane
Barrie, Ontario
L4M 2Y1

Dear Mr. Adkin :

Re : Letter of Intent

While this letter does not form part of the Memorandum of Understanding, it will serve to confirm that the term "surplus employees" as found in the 1996 Relocation Expense Directive 4-2 refers to employees who have been issued notice of layoff.

Sincerely,

Laurie Oudyk
Corporate Staff Relations Officer
Negotiations Secretariat, MBS

MEMORANDUM OF UNDERSTANDING

SCHEDULE III

CASUAL PART-TIME POLICE

ARTICLE C1 - OTHER APPLICABLE ARTICLES

- CPT1.01 The only terms of the Memorandum of Understanding that apply to casual part-time employees are those that are set out below.
- CPT1.02 The following Articles of the Memorandum of Understanding shall also apply to casual part-time employees:

ARTICLE 1	RECOGNITION
ARTICLE 2	DURATION
ARTICLE 3	THE ONTARIO PROVINCIAL POLICE NEGOTIATING AND ARBITRATION COMMITTEES
ARTICLE 4	GRIEVANCE PROCEDURE
ARTICLE 27	DEDUCTION OF ASSOCIATION DUES
ARTICLE 29	NEW EMPLOYEES

LETTERS OF INTENT #4 and #8

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 Memorandum of Understanding the rate of pay for all casual part-time employees as equivalent to that of the CSO3.

SHIFT PREMIUM

- CPT3.02 (a) A shift premium of forty-four (44) cents per hour shall be paid for all hours worked on a shift which commences at or after 1:00 p.m. and before 5:00 a.m.
- (b) Shift premium shall not be considered as part of an employee's basic hourly rate.

MEMORANDUM OF UNDERSTANDING

ARTICLE C4 - HOURS OF WORK AND OVERTIME

- CPT4.01 (a) A casual part-time employee shall be scheduled to work no more than 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.

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 Four percent (4%) 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 Memorandum of Understanding. 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 four percent (4%).

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 Memorandum of Understanding.

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 his/her file during off duty hours and shall do so at his/her own expense.

MEMORANDUM OF UNDERSTANDING

ARTICLE C9 - DISCUSSIONS

- CPT9.01 There shall be ongoing discussion between the parties to this Memorandum of Understanding 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.

MEMORANDUM OF UNDERSTANDING

SCHEDULE IV

REGULAR PART-TIME UNIFORM MEMBERS

ARTICLE RPT1 - APPLICATION OF SCHEDULE IV REGULAR PART-TIME UNIFORM

ME

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

ME

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

ARTICLE 1	RECOGNITION
ARTICLE 2	DURATION
ARTICLE 3	NEGOTIATING AND ARBITRATION COMMITTEES
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
ARTICLE 15	ENTITLEMENT ON DEATH
ARTICLE 18	MOTORCYCLE ALLOWANCE
ARTICLE 19	UNIFORM AND EQUIPMENT
ARTICLE 20	PAID DUTY
ARTICLE 21	TRANSFER TO OTHER MINISTRY
ARTICLE 22	NOTICE OF TRANSFER
ARTICLE 23	TEMPORARY POSTINGS
ARTICLE 24	DEDUCTIONS FROM PAY
ARTICLE 26	INFORMATION TO THE ASSOCIATION
ARTICLE 27	DEDUCTION OF ASSOCIATION DUES
ARTICLE 28	PERSONNEL FILE
ARTICLE 30	LAY-OFF AND RECALL
ARTICLE 32	EMPLOYEE BENEFITS CONTRACTS
ARTICLE 33	INFORMAL DISCIPLINE PROCEDURE

MEMORANDUM OF UNDERSTANDING

ARTICLE RPT3 - SHORT TERM SICKNESS PLAN

ENTITLEMENT

- RPT3.01 An employee who is unable to attend to his/her 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 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 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.
- RPT3.05 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 his/her accumulated attendance credits reduced by a number of days equal to the number of days of such absence and is entitled to leave-of-absence with pay for each such day.

MEMORANDUM OF UNDERSTANDING

RPT3.08 Section RPT3.07 does not apply to an employee who qualifies for and elects to receive benefits under the Long Term Income Protection Plan.

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 is forwarded to the Commissioner certifying that the employee is unable to attend to official duties.
- (b) 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 Worker's Compensation 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 the Long Term Income Protection Plan 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 his/her duties due to sickness or injury, the days worked before and after such absence shall not be considered consecutive.

MEMORANDUM OF UNDERSTANDING

ARTICLE RPT4 - TERMINATION PAYMENTS

RPT4.01 The benefits described under the Section shall apply from May 1, 1979.

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,
 - 1. Section 17 of the Public Service Act,
 - 2. Section 13 (4), (8)b, (11) or 14 of the Public Service Pension Act,
 - (iii) release from employment under sub-section 4 of Section 22 of the Public Service Act, 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 for cause under Section 22 of the Public Service Act, or
 - (ii) abandonment of position under Section 20 of the Public Service Act,

or

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.

- RPT4.02
- (a) The total of the amount paid to an employee in respect of accumulated attendance credits, severance pay, or both, shall not exceed one-half (1/2) of the annual salary of the employee at the date when the employee ceases to be an employee.
 - (b) 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.
 - (c) 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:

MEMORANDUM OF UNDERSTANDING

- (i) Political Activity (Public Service Act 28.6 and 28.7(6))
 - (ii) Lay-off (Article 30)
 - (iii) Educational Leave (Public Service Act Reg. 977, 20 and 21))
- (b) when the employee is receiving benefits under the Long Term Income Protection Plan,
- (c) after the first six (6) months that the employee is receiving benefits pursuant to an award under the Workers' Compensation Act, but this clause shall not apply so long as the employee is
- (i) receiving one hundred percent (100%) of salary
 - (ii) using accumulated attendance credits to supplement the award to regular salary.

RPT4.04 An employee may receive only one 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 his/her 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.

MEMORANDUM OF UNDERSTANDING

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 Workers' Compensation Act, 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, 1991, 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 after eight (8) years of continuous service.
 - (iii) Two and one-twelfth (2-1/12) days per month after sixteen (16) 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.

MEMORANDUM OF UNDERSTANDING

- (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) For the purpose of this Section "vacation year" shall be the calendar year.
- (g) Schedule VI makes further provisions with respect to RPT 5.07 (e) - pay in lieu of vacation.

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 service in:

- (a) the Ontario Public Service
- (b) a police force which is amalgamated with the OPP
- (c) the First Nations Police force.

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:

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

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.

MEMORANDUM OF UNDERSTANDING

ARTICLE RPT6 - STATUTORY HOLIDAYS

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

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

Any special 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 88 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 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.
 - (e) Schedule VI makes further provisions with respect to RPT 6.02 (d) - payment of holiday banks.

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 area granted during vacation leave-of-absence shall be computed as part thereof, but no other holidays shall be computed therein.

MEMORANDUM OF UNDERSTANDING

ARTICLE RPT7 - SERVICE BADGES

RPT7.01 Pursuant to Regulations made under the Police Services Act:

- (a) a service badge shall be granted to an employee for each five (5) year period of continuous service. (refer to RPT5.11 for calculation upon reversion to full time)
- (b) a regular part-time employee shall be paid an allowance of eight dollars and fifty cents (\$8.50) a month, pro-rated based on the ratio that the employee's weekly hours of work bear to full time employment, for each service badge to which the employee is entitled.

RPT7.02 Payment for such allowance shall be made to an employee prior to, or not later than, the 15th day of December in each calendar year.

ARTICLE RPT8 - PLAIN CLOTHES EXPENSE

RPT8.01 Effective January 1, 1990, each employee covered by this Memorandum, who is required to provide and wear ordinary clothing as part of the employee's regular duties, shall be reimbursed by the Employer for expenses incurred in the purchase of such clothing, to a maximum of nine hundred (\$900.00) per annum, pro-rated by the ratio that the employee's weekly hours of work bear to full-time employment, 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.

RPT8.02 Each employee entitled to the expenses under Section RPT8.01 shall submit a claim once annually in January for the preceding year to be reimbursed not later than the month of February, next following.

MEMORANDUM OF UNDERSTANDING

ARTICLE RPT9 - ISOLATION PAY

RPT9.01 An employee who is stationed at a work location which receives a total of eight (8) or more points under the factors outlined in sections RPT9.04(i) and RPT9.04(ii) of this Article shall be paid isolation pay pro-rated by the ratio that the employee's weekly hours of work bear to full-time employment in accordance with the following scale:

		<u>\$ Per Month</u>	<u>\$ Per Week</u>
8	points	\$28.75	\$ 6.61
9-12	points	34.50	7.94
13-16	points	46.00	10.58
17-20	points	57.50	13.23
21-24	points	69.00	15.87
25-28	points	80.50	18.52
29-32	points	92.00	21.16
33-36	points	103.50	23.81
37-40	points	115.00	26.45
41-44	points	126.50	29.10
45-48	points	138.00	31.74

The points allocated shall be based upon the Municipal Directory (Ministry of Municipal Affairs) and be updated in April of each year or upon publication of the directory, to become effective on April 1 of each year.

RPT9.02 For the purposes of this Article, "work location" is defined as the address of the working place at which the employee is normally stationed or, in certain special cases, another location designated as headquarters by the Commissioner or the Commissioner's designee.

RPT9.03 This Article shall not apply to employees whose work locations are south of the following boundary lines: border of the State of Minnesota and Ontario, easterly along the northern shore of Lake Superior (inclusive of such islands as Manitoulin) to the French River; French River to Lake Nipissing; Lake Nipissing easterly to Highway 17; Highway 17 to Mattawa.

MEMORANDUM OF UNDERSTANDING

RPT9.04

- (i) Population of the largest centre of population within eighty (80) kilometres of the employee's work location:

<u>Population</u>	<u>Points Assigned</u>
1 - 999	14
1,000 - 1,999	12
2,000 - 2,999	10
3,000 - 3,999	8
4,000 - 4,999	6
5,000 - 7,499	4
7,500 - 9,999	2
10,000	0

- (ii) Distance from the employee's work location to a centre of population of ten thousand (10,000) or more:

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

MEMORANDUM OF UNDERSTANDING

SCHEDULE V

REGULAR PART-TIME POLICE

(A) EMPLOYEES' GROUP INSURANCE

Basic Life Coverage

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

Supplementary Life Coverage for Employees

Supplementary Life Insurance in the amount of one (1) or two (2) or three (3) times salary will be available to employees on an optional basis. The employee pays the full premium for the coverage, which, effective November 1, 1993, shall be based on a single rate of nineteen (19) cents per thousand dollars of coverage.

Life Insurance for Dependents

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

(B) GROUP LIFE INSURANCE PLAN

Group Insurance Policy G 997 in the amount of fifteen thousand dollars (\$15,000) and administrated by the Association will continue as a mandatory policy for all active members, and as an option for retired members. A Joint Committee shall be comprised to resolve any problems which arise with respect to the application of the Plan, variations in premium rates, and the disposition of any surplus or deficit that may arise under this Plan.

The Committee will be composed of member(s) from each of the following:

OPP Association
OPP Commissioned Officers' Association
OPP Veterans' Association
Ministry of the Solicitor General and Correctional Services

MEMORANDUM OF UNDERSTANDING

(C) SUPPLEMENTARY HEALTH AND HOSPITAL INSURANCE

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

The Plan provides coverage for eligible medical expenses as listed in the Plan and in addition effective January 1, 1998, will provide coverage of up to one hundred and fifty dollars (\$150) per day for hospital accommodation over and above standard ward coverage.

Effective January 1, 1998, the total prescription cost for claims will be comprised of the drug ingredient cost plus up to eight dollars (\$8.00) per prescription for the pharmacies' professional fee (dispensing fee). Drug coverage under this article is limited to those drugs/medications which can only be obtained by prescription (i.e., excluding drugs that may be purchased over-the-counter). Payment will be at 90% of the total prescription cost.

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

(D) LONG TERM INCOME PROTECTION PLAN

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

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

(E) DENTAL PLAN

Effective January 1, 1989, this plan provides for basic dental care equivalent to the Ontario Blue Cross Basic Dental Care Plan 7 and includes such items as examinations, consultations, specific diagnostic procedures, X-rays, preventive services such as scaling, polishing, and fluoride treatments, fillings, extractions and anaesthesia services, and the application of pit and fissure sealants to primary and permanent teeth surfaces limited to one application per surface per lifetime. This plan also includes benefits equivalent to Rider 1 of the Ontario Blue Cross Basic Dental Care Plan 7 as additions to basic dental plan and includes such items as periodontal services, endodontic services and surgical services, as well as prosthodontic services necessary for relining, rebasing or repairing an existing appliance (fixed bridgework, removable partial or complete dentures).

MEMORANDUM OF UNDERSTANDING

Effective January 1, 1998, Dental Care Plan 7 is modified to the extent that the “preventative services”, identified as the “recall oral examination” in the Ontario Dental Association fee guide, shall be exercised no more than once every nine (9) successive months by an eligible employee and each eligible dependent. This modification does not apply to eligible dependent children twelve (12) years of age and under.

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

MEMORANDUM OF UNDERSTANDING

SCHEDULE VI

OVERTIME SAVINGS PROVISIONS AND SAFEGUARDS

PREAMBLE

It is agreed, in the interests of both parties, that savings in the amount of \$6.1 million will be achieved over the life of the contract and will be reallocated to member salaries. This savings will accrue as a result of raising the overtime bank to 100 hours from 40 hours. Members will be required to have 100 hours in their overtime bank before any overtime is paid. Members may continue to deduct compensating time off from this bank. Any amount remaining in the bank will be paid to the member upon retirement or separation. It is also agreed that increases to the number of overtime hours worked will not activate the alternate savings provision of this agreement.

- 1.01 The minimum number of hours which must be in an employee's overtime bank before the employee is eligible for overtime payment will be increased from 40 hours to 100 hours. This provision will take effect on the date of ratification of this agreement.
- 1.02 The parties have agreed that the implementation of this initiative will achieve savings of \$6.1 million over the life of this contract. Annual savings of approximately \$2.033 million will form the basis of the monitoring described below.
- 2.01 The OPP and the OPPA will jointly monitor the projected costs associated with overtime, pay in lieu of vacation and statutory holiday bank pay out to ensure that the required savings will be achieved.
- 2.02 Within 30 days of ratification, the employer will establish a baseline for:
 - (i) the percentage of compensating time off (CTO) to overtime hours worked,
 - (ii) the percentage of employees opting for pay in lieu of 5 days vacation,
 - (iii) the percentage of CTO taken from statutory holiday banks in lieu of pay.

In addition to establishing the baseline, the OPP will provide the Association with a listing of the 1996 performance of the banks including the number of members and rank of each member accessing the banks, to the extent available.

- 2.03 Reports for overtime and statutory holiday banks will be produced every three months. An annual report on vacation pay out will be produced. These reports will be used to determine if changes to the baseline percentages are occurring such that annual savings targets may not be achieved. The OPP will communicate the status of the initiative to the OPPA quarterly. Any recommendations for corrective action and any proposals designed to ensure that previously agreed upon targets are being met, will be discussed by the OPP and the Association.

MEMORANDUM OF UNDERSTANDING

2.04 In the event that the savings targets are not being achieved, the following alternative savings options will be activated to the degree necessary to achieve the savings targets. These actions will not preclude the inclusion of other savings options that may become available through review of the reports and suggestions of the Association or the OPP. The final decision on which alternatives or combinations of alternatives are to be used will be the responsibility of the Ontario Provincial Police in consultation with the OPPA.

- (i) The minimum number of hours which must be in an employee's overtime bank before the employee is eligible for overtime payment will be increased from 100 hours to the number of hours necessary to achieve the savings target.
- (ii) The provision under Article 14.02(d) and RPT 6.02(e) for pay out of statutory holiday banks will be adjusted until such time as the shortfall is achieved.
- (iii) The provision under Article 13.07(e) for pay in lieu of 5 days vacation and RPT 5.07(g) will be adjusted until such time as the shortfall is achieved.