

IN THE MATTER OF AN INTEREST ARBITRATION

Pursuant to the *Ontario Police Services Act*

BETWEEN:

The Ottawa Police Services Board

and

The Ottawa Police Association

Before:

William Kaplan
Sole Arbitrator

Appearances

For the Ottawa Police Services Board:

Glenn Christie
Emerson Wargel
Hicks Morley Hamilton Stewart Storie LLP
Barristers & Solicitors

Steve Bell, Deputy Chief Ottawa Police
Services

Lisa Bianco, Program Manager, Labour and
Employee Relations

Daljit Nirman, Member, Ottawa Police
Services Board

L.A. Smallwood, Member, Ottawa Police
Services Board

For the Ottawa Police Association:

Bill Cole, Consultant

Matt Skof, President

Brian Samuel, Vice President

Barmak Anvari, Director

Matt Cox, Director

Cameron Entwistle, Director

Dale Hayes, Director

Jim Irving, Director

Andrea Lamothe, Director

Amanda Molnar, Director

Iain Pidcock, Director

The matters in dispute proceeded to a hearing by Zoom on October 16, 2021.

Introduction

The Ottawa Police Association (Association) represents uniform and civilian members of the Ottawa Police Service (OPS). There are approximately 1480 civilian and 620 full-time civilian members. There are two collective agreements, the first covering uniform members, the second civilian members. Both collective agreements expired on December 31, 2019. The parties met in collective bargaining in February, March, April and May 2021 and a number of issues were agreed upon and are to be incorporated into the collective agreements settled by this award. The outstanding matters in dispute proceeded to a hearing held by Zoom on October 16 & 17, 2021.

In considering these outstanding issues, careful attention has been paid to the criteria enumerated in the *Ontario Police Services Act* together with normative interest arbitration criteria; most importantly replication, the replication of free collective bargaining in this sector. Any Association or OPC proposal not addressed in this award is dismissed.

Award

1. Term – Both Agreements

January 1, 2020 to December 31, 2024.

2. Wages Increases – Both Agreements

January 1, 2020	1.5%
July 1, 2020	1%
January 1, 2021	1%
July 1, 2021	1%
January 1, 2022	1%
July 1, 2022	1%
January 1, 2023	1%
July 1, 2023	1%

3% of the hourly wage rate of a Police Communicator (top step) per hour

Effective January 1, 2024

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

6% of the hourly wage rate of a Police Communicator (top step) per hour

This does not apply to superior grandfathered entitlements

6. Staff Sergeant Differential- Police Agreement

Effective January 1, 2022

Staff Sergeant differential to 126%

7. Active benefits – Both Agreements

Effective January 1, 2022

Remove co-pay for psychologist etc. (i.e. the new provider definition previously agreed to)

8. Active benefits

Effective January 1, 2022 for any new claims.

Amend article 20.02 of the Police Agreement to increase the LTD maximum to \$7,500 per month.

Amend article 18(b) of the Civilian Agreement to increase the LTD maximum to \$6,500 per month.

9. Training Pay – Police Agreement

Effective January 1, 2022

Amend Article 18.13 to read:

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

10. Civilian Service Pay

Effective January 1, 2022

Amend Article 6(c) to read:

\$250/\$400/\$650/\$900/\$1200/\$1300/\$1500 as the various steps for Civilian Service Pay.

12. Training Pay – Civilian Agreement

Effective January 1, 2022

Amend Article 31 to read:

All employees who are required to train other employees as part of a structured training programme shall be granted a premium of two dollars (\$2.00) per hour for which training is provided.

13. Pregnancy and Parental Leave Top Up – Both Agreements

For pregnancy leave - 93% for 15 weeks

For parental leave – the total value of top up does not change for extended E.I. benefits

14. Active benefits – Both Agreements

Effective January 1, 2022

Increase the lifetime maximum from \$100,000 to \$125,000.

15. Agreed to items – Per Attached

Conclusion

At the request of the parties, I remain seized with respect to the implementation of my award.

Dated at Toronto this 18th day of October, 2021.

“William Kaplan”

William Kaplan, Sole Arbitrator

**MEMORANDUM OF AGREEMENT
TO CONCLUDE A COLLECTIVE AGREEMENT**

BETWEEN:

OTTAWA POLICE SERVICES BOARD

("Employer")

-and-

OTTAWA POLICE ASSOCIATION

("Union")

WHEREAS the Employer and the Union have met and engaged in collective bargaining negotiations for the renewal of two collective agreements, one for uniform police personnel expiring on December 31, 2019, and one for civilian personnel expiring on December 31, 2019

AND WHEREAS during those negotiations the Union and Employer agreed to a series of proposals,

AND WHEREAS the parties wished to enter into a written Memorandum of Agreement on October 16, 2021, expressing their agreed terms,

AND WHEREAS the Employer and the Union agreed that Arbitrator William Kaplan would resolve any outstanding disagreements between the parties through binding interest arbitration,

The Employer and the Union agree as follows to the contents of new collective agreements for both police and civilian personnel, commencing on January 1, 2022, with the remaining differences between the parties to be addressed by binding interest arbitration:



1. Effective sixty (60) days after ratification:

Police Personnel Collective Agreement

Current clause:

16:02 Special leave to a maximum of three (3) days per year, non-cumulative, shall be granted an employee for special emergency situations involving the health of an employee's spouse, parents or children. The employee, to be entitled to this leave, would have no other annual or other leave, except sick leave, upon which the employee could draw.

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

Shall be deleted and replaced with:

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

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



2. Effective sixty (60) days after ratification:

Civilian Personnel Collective Agreement

Current clause:

13:02 (a) Special leave to a maximum of three (3) days per year, non-cumulative, shall be granted an employee for special emergency situations involving the health of an employee's spouse, parents or children. The employee, to be entitled to this leave, would have no other annual or other leave, except sick leave, upon which the employee could draw.

Shall be deleted and replaced with:

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



3. Effective sixty (60) days after ratification:

Police Personnel Collective Agreement

Current clause:

18:14(c)(iii) Employees required to use their own vehicle to travel outside the City of Ottawa shall be reimbursed at the rate of \$0.42 per kilometer.

This clause shall be deleted and replaced with a new Article 18:16 to read as follows:

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

A handwritten signature in black ink, appearing to be the initials 'WJ' or similar, located in the bottom right corner of the page.

4. Effective sixty (60) days after ratification:

Civilian Personnel Collective Agreement

Current clause:

Article 30 Any employee required to attend any other work related training facility outside of the City of Ottawa shall be paid a travel allowance of forty-two cents (\$0.42) per kilometre each way.

This clause shall be deleted and replaced with a new article 30:02 to read as follows:

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



5. Effective sixty (60) days after ratification:

Police Personnel Collective Agreement

Current clause:

12:02(4) The parties are in agreement that the following court-shift rules will be in place for a trial period to last not less than thirty-six (36) months unless otherwise agreed to by the parties. The commencement date of the trial period will be 90 days after ratification.

This clause shall be deleted.

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6. Effective sixty (60) days after ratification:

Police Personnel Collective Agreement

Current clause:

18:01 Any employee authorized by the Chief to act in the capacity of a higher rank for a continuous period of more than ten (10) days or a total of twenty (20) days in any one (1) calendar year, shall receive the salary of the higher rank during the time the employee acts in that capacity.

Shall be deleted and replaced with:

Effective sixty (60) days after ratification, acting rank pay shall be paid from the first full assigned shift in the acting assignment onward. For the first four (4) continuous months of an acting assignment, members may cash out any time banks or other entitlements at their permanent or substantive rank rate of pay. After four (4) continuous months of an acting assignment, members may cash out any time banks or other entitlements at the acting rank rate of pay. Members promoted to a higher rank will cash out any time banks or other entitlements at the rate of pay for their rank when the payment is made. The foregoing also applies to the payout of time banks at the end of each calendar year.



7. Effective sixty (60) days after ratification:

Civilian Personnel Collective Agreement

Current clause:

Article 22 Employees temporarily perform the full duties of a position in a classification having a higher salary range than the one the employee presently enjoys, the employee shall be paid in accordance with the salary of the higher classification. Eligibility for pay purposes will be that the employee has performed the full duties and responsibilities of the position for consecutive full working days totalling at least thirty-five (35) hours or for scattered full working days during the year totalling at least seventy (70) hours.

Shall be deleted and replaced with:

Effective sixty (60) days after ratification, acting rank pay shall be paid from the first full assigned shift in the acting assignment onward. For the first four (4) continuous months of an acting assignment, members may cash out any time banks or other entitlements at their permanent or substantive rank rate of pay. After four (4) continuous months of an acting assignment, members may cash out any time banks or other entitlements at the acting rank rate of pay. Members promoted to a higher rank will cash out any time banks or other entitlements at the rate of pay for their rank when the payment is made. The foregoing also applies to the payout of time banks at the end of each calendar year.

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8. Effective sixty (60) days after ratification:

Civilian Personnel Collective Agreement

Current clause:

None

Add the following as a new Article 32.02:

A temporary vacancy shall not be filled for more than thirty (30) months without the Association's written consent. Such vacancy will be permanently filled no more than thirty (30) days following the expiry of the thirty (30) month period in the absence of the Association's written consent.



9. Effective sixty (60) days after ratification:

Police Personnel Collective Agreement

Add the following clause to the end of Article 11.

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



10. Effective sixty (60) days after ratification:

Civilian Personnel Collective Agreement

Add the following clause to Article 6 as Article 6(d):

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



11. Appendix C – Police Personnel Agreement

Rename the title to “Appendix C – Court Time Shift Adjustments”

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12. Appendix "C" – Civilian Personnel Agreement

Rename the title to "Appendix C – Court Time Shift Adjustments"

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13. Effective sixty (60) days after ratification:

Police Personnel Collective Agreement

Current clause:

Article 21 – Association Officers and Secondment

A leave of absence shall be granted for up to three (3) full-time designated Executive Officers for the Association and the Association shall reimburse the employer for costs (including salaries, at the rate designated by the Association, and benefits).

Shall be amended to read as follows:

Article 21 A leave of absence shall be granted for up to four (4) full-time designated Executive Officers for the Association and the Association shall reimburse the employer for costs (including salaries, at the rate designated by the Association, and benefits).



14. Effective sixty (60) days after ratification:

Civilian Personnel Collective Agreement

Current clause:

13:02(d) A leave of absence shall be granted for a full-time designated executive officer for the Association at the cost of the Association, plus one (1) additional part-time assistant for up to two (2) occasions per calendar year. The Association shall provide at least thirty (30) days' notice to the Board of the request for the part-time assistant, indicating the length of such leave.

The employee will not be subject to discipline by the Board, under this Agreement, for activities related to his/her duties on behalf of the Association during the period of such leave.

It is further understood that any leave of absence for this part-time leave is without pay.

Shall be deleted and replaced with:

A leave of absence shall be granted for up to two (2) full-time designated Executive Officers for the Association and the Association shall reimburse the employer for the costs (including salaries, at the rate designated by the Association, and benefits).

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



15. Effective sixty (60) days after ratification:

Police Personnel Collective Agreement

Current Clause:

7:03 *Maternity Leave / Parental Leave*

- (a) *Every employee who becomes pregnant, and has worked continuously for the Police Service for at least thirteen (13) weeks preceding the estimated date of her delivery shall notify the Chief, in writing, of her pregnancy, time permitting, no less than five (5) months prior to the expected day of the termination of her pregnancy, which day shall be verified in writing by a qualified medical practitioner, and should be granted leave without pay upon request of the employee.*
- (b) *A female employee shall be entitled to at least seventeen (17) weeks maternity leave which may commence during the period of eleven (11) weeks immediately preceding the expected day of delivery.*
- (c) *The Police Service shall not require the female employee to resume her duties for a period of six (6) weeks after the actual day of delivery as confirmed by a statement of a duly qualified medical practitioner.*
- (d) *The periods mentioned in 7:03 (b) and 7:03 (c) shall be shortened or lengthened if requested by the female employee upon presentation of a statement of a duly qualified medical practitioner in support of such a request or may be shortened or lengthened upon mutual agreement between the Police Service and the female employee for other reasons.*
- (e) *The maximum length of a maternity leave shall not exceed one (1) year and shall terminate on a date mutually agreed to by the female employee and the Chief. The return date shall be determined prior to the commencement of leave. If she desires to return to work prior to the determined date, the employee granted maternity leave must give written notice to the Chief at least two (2) full weeks before her return to work. Any employee who fails to return to work on the predetermined day, or to provide written notice as aforesaid, shall be deemed to have terminated her employment.*
- (f) *Subject to the employee's written request to the contrary, which must be supported by a duly qualified medical practitioner, any pregnant employee shall be assigned to light duties during the term of her pregnancy.*
- (g) *Upon request, any pregnant employee working with a VDT shall be offered alternate employment during the term of her pregnancy and shall not suffer any reduction in rate of pay or benefits because of such transfer.*



- (h) *The Board's obligation to reinstate the employee ends at the expiration of seventeen (17) weeks of absence, provided a longer maternity leave has not been granted under 7:03(e).*
- (i) *The Board shall continue to pay the premiums normally payable by the Board to maintain those fringe benefits to which the employee is entitled for a period of fifty (50) weeks.*
- (j) *An employee on maternity leave/parental leave shall not lose seniority standing during such leave period.*
- (k) *An employee shall not receive sick leave pay in accordance with section 7:02(i)(c) or 7:02(ii)(a) of this Agreement during the period of maternity leave/parental leave.*
- (l) *Where an employee is granted maternity leave/parental leave, such leave shall be counted for the purpose of calculating any entitlements based on years of service. Time spent on such leave shall also be counted for pay increment purposes.*
- (m) *Where an employee has been placed with a child or children for the purpose of adoption, leave of absence shall be granted under the same terms and conditions for the term as outlined for maternity leave/parental leave.*
- (n) *Effective upon approval by the Canada Employment and Immigration Commission, the Board shall provide Supplemental Unemployment Benefits to employees on maternity/parental leave in accordance with the terms and conditions of the Supplemental Unemployment Benefit Plan as described in Appendix "B".*

Shall be deleted and replaced with:

14.01 Maternity, Parental and Adoption Leave Language

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

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



14.02 General Administration

- (a) *Every employee who has worked continuously for the Employer for at least thirteen (13) weeks will be entitled to leave under this section, subject to the provisions of the Article.*
- (b) *Employees are required to advise the Chief of Police of their selection of either the Standard Parental Leave or the Extended Parental Leave no less than twelve weeks prior to the expected start date of their leave.*
- (c) *If, for any reason, an employee accesses maternity leave earlier than expected, she will advise the Chief of Police of her selection of Standard or Extended Parental Leave intentions as soon as practicable, following the commencement of her maternity leave.*

14.03 Maternity Leave

- (a) *Maternity leave is available to a biological mother, including a surrogate mother, who is pregnant or has recently given birth and lasts for a period of fifteen (15) weeks.*
- (b) *A female employee who becomes pregnant shall notify the Chief of Police, in writing, of her pregnancy, no less than five (5) months prior to the expected day of the conclusion of her pregnancy, which day shall be verified by a qualified medical practitioner.*
- (c) *The employee will be granted leave without pay upon request, subject to the pay provisions set out in this section.*
- (d) *A female employee may commence maternity leave twelve (12) weeks immediately preceding the expected date of delivery and can end as late as 17 weeks after the actual date of birth.*
- (e) *The employer shall not require the female employee to resume her duties for a period of six (6) weeks after the actual day of the conclusion of her pregnancy as confirmed by a statement of a duly qualified medical practitioner.*
- (f) *The periods mentioned in 14:03 (a) and 14:03 (e) shall be shortened or lengthened if requested by the female employee upon presentation of a statement of a duly qualified medical practitioner in support of such a request or by mutual agreement between the Chief of Police and the female employee for other reasons.*
- (g) *It is agreed that the employee can apply sick leave benefits for salary continuation during the one week bridging period before the commencement of EI and top-up entitlements.*



- (h) *The employee on maternity leave will provide the Chief of Police notice, in writing, no less than four weeks prior to the conclusion of her maternity leave whether the employee is returning to active duty or will bridge onto parental leave.*
- (i) *For an employee returning to duty following the conclusion of her maternity leave, it is understood that the Employer will reassign her to the same position held at the commencement of the maternity leave. If the employee was on modified duties prior to the commencement of the maternity leave, the employee will be returned to the position held prior to modified duties.*
- (j) *Employees who are in receipt of Employment Insurance ("EI") benefits during maternity leave are entitled to a top-up of 93% of regular weekly earnings in the period preceding commencement of the leave, for the fifteen (15) week duration of the maternity leave. Employees must prove that they have applied for and are in receipt of EI benefits in order to receive payment under this plan.*
- (k) *For the purpose of the maternity leave top-ups, regular weekly earnings shall be based on the member's permanent rank or position. If the member has been in an acting position for a continuous period of six (6) months or more in the six (6) months preceding the start of the maternity leave, the regular weekly earnings will include those related to the acting position. For clarity, if a member, as a result of pregnancy, is accommodated in a position that is not at the same acting rank held for a part of a six month period, then it is assumed that the member's acting position would have satisfied this six month threshold.*
- (l) *Pregnancy related accommodations will be provided in accordance with the Equitable Work Environment Policy and the Ontario Human Rights Code.*

14.04 Parental Leave

- (a) *Every employee who is eligible for parental leave under this section has two options:*

 - a. *Standard Parental Leave – 35-week duration with Employment Insurance benefits paid at 55% of insurable benefits (subject to Employer top up as set out in this section).*
 - b. *Extended Parental Leave – 61-week duration with Employment Insurance benefits paid at 33% of insurable benefits (subject to Employer top up as set out in this section).*



- (b) *An employee on maternity leave who intends to take parental leave contiguous to her maternity leave, will provide notice, in writing, to the Chief of Police not less than four weeks prior to the commencement of the Parental Leave. At that time the employee will make clear to the Chief of Police her selection of either Standard Parental Leave or Extended Parental Leave.*
- (c) *An employee who is a parent of the child, but who is not the parent on maternity leave, can access all or part of the Parental Leave entitlement and will advise the Chief of Police no less than four weeks prior to the commencement of the Parental Leave, including the employee's selection of either Standard or Extended Parental Leave.*
- (d) *It is understood that the Parental Leave period, whether Standard or Extended, may be divided between parents, so long as those selecting the Standard Leave option, combined do not exceed thirty-five (35) weeks or those selecting the Extended Leave option, combined, do not exceed sixty-one (61) weeks.*
- (e) *If both parents are employees of the Ottawa Police Service, each will make clear to the Chief of Police, no less than four weeks prior to the commencement of the Parental Leave, the division of leave between both employees, including the anticipated start and completion dates of the leave accessed.*
- (f) *For any employee on Parental Leave, it is understood that the employee will provide the Chief of Police no less than ~~one month's~~ four weeks written notice of his/her intention to return to active duty.*
- (g) *It is understood that the Employer will place the returning employee in the position he/she held at the time of the commencement of the parental leave.*
- (h) *Members who are in receipt of EI benefits during such parental leave are entitled to benefits provided under this plan on the following basis:*
 - (1) *Members must declare the length of leave they have chosen at the time they notify the Chief of Police of their intention to take such leave.*
 - i. *Standard Benefits option (at the 55% EI benefit rate): The benefit level paid under this plan is set at ninety-three percent (93%) of the employees' regular weekly earnings for a period of ten weeks;*
 - ii. *Extended Benefits options (at the 33% EI benefit rate): Total value of the benefits under this option does not exceed the total value of the full ten weeks period of the Standard Benefits option.*
- (i) *For the purposes of the parental leave top-ups, regular weekly earnings shall be based on the member's permanent rank or position. If the member has been in an acting position for a continuous period of six (6) months or more in the six (6)*

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months preceding the start of the maternity leave, the regular weekly earnings will include those related to the acting position.

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

14.05 Adoption Leave

- (a) Where a child or children has been placed with an employee, for the purpose of adoption, the provisions set out in the parental leave section will apply.*
- (b) Employees must prove that they have applied for and are in receipt of EI benefits in order to receive payment under this plan.*

14.06 Continuity of Benefits and Accrual of Seniority

- (a) The Board shall continue to pay the premiums normally payable by the Board to maintain those fringe benefits to which the employee is entitled for the period of leave taken under these sections.*
- (b) An employee on maternity or parental leave shall not lose seniority accrual and standing during such leave of absence.*
- (c) An employee shall not receive sick leave, IPP or compassionate leave pay in accordance with the collective agreement during the period of leave benefits under these sections.*
- (d) An employee shall receive their entire annual leave allotment in accordance with the collective agreement during the period of leave under these sections.*
- (e) An employee shall receive their statutory holiday allotment on a pro-rated basis adjusted on the basis of the period of total absence within the year in accordance with the collective agreement during the period of leave under these sections.*
- (f) For clarity, an employee on leave under this section, such leave shall be included for the purpose of calculating any and all entitlements based on years of service. For example, time spent on leaves under these sections shall be counted for the purpose of progression through pay increments below first class/ top of band and will be counted for the purpose of determining seniority, service pay or vacation entitlement (no break of seniority accrual for determining any entitlement).*

14.07 Return to Work



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

A handwritten signature in black ink, appearing to be the initials 'MJ' or similar, located in the bottom right corner of the page.

16. Effective sixty (60) days after ratification:

Civilian Personnel Collective Agreement

Current clause:

14:01 Maternity Leave

- (a) *Every female employee who becomes pregnant, and has worked continuously for the employer for at least thirteen (13) weeks preceding the estimated date of her delivery shall notify the Chief of Police, in writing, of her pregnancy, time permitting, no less than five (5) months prior to the expected day of the termination of her pregnancy, which day shall be verified by a qualified medical practitioner, and should be granted leave without pay upon request of the employee.*
- (b) *A female employee may commence maternity leave eleven (11) weeks immediately preceding the expected date of delivery.*
- (c) *The employer shall not require the female employee to resume her duties for a period of six (6) weeks after the actual day of delivery as confirmed by a statement of a duly qualified medical practitioner.*
- (d) *The periods mentioned in 14:01 (b) and 14:01 (c) shall be shortened or lengthened if requested by the female employee upon presentation of a statement of a duly qualified medical practitioner in support of such a request or may be shortened or lengthened upon mutual agreement between the Chief of Police and the female employee for other reasons.*
- (e) *The maximum length of a maternity leave shall not exceed one (1) year and shall terminate on a date mutually agreed to by the female employee and the Chief of Police. The return date is to be determined prior to the commencement of leave. Or, if she desires to return to work prior to the determined date, the employee granted maternity leave must give written notice to the Chief of Police at least two*
- (2) *full weeks before her return to work. Any employee who fails to return to work on the pre-determined day, or to provide written notice as aforesaid, shall be deemed to have terminated her employment.*
- (f) *Court Security Officers - subject to the employee's written request to the contrary, which must be supported by a duly qualified medical practitioner, any employee shall be assigned to duties not involving direct contact with prisoners during the term of her pregnancy,*
- (g) *Summons Servers - subject to the employee's written request to the contrary, which must be supported by a duly qualified medical practitioner, any employee shall be assigned to inside duties during the term of her pregnancy.*



(h) Any pregnant employee working with a VDT shall be offered alternate employment during the term of her pregnancy and shall not suffer any reduction in rate of pay or benefits because of such transfer.

(i) The Board's obligation to reinstate the employee ends at the expiration of fifty

(50) weeks of absence, provided a longer maternity leave has not been granted under 14:01 (e).

(j) The Board shall continue to pay the premiums normally payable by the Board to maintain those fringe benefits to which the employee is entitled for a period of fifty (50) weeks. For the remainder of the maternity leave, the employee shall reimburse the Board for all premiums payable by the Board.

(k) An employee on maternity leave shall not lose seniority standing during such leave period to a maximum of one (1) year.

(l) An employee shall not receive sick leave pay in accordance with Section 15:01 of this Agreement during the period of maternity leave.

(m) Where an employee is granted maternity leave, such leave shall be counted for the purpose of calculating any entitlements based on years of service. Time spent on such leave shall also be counted for pay increment purposes.

(n) Where an employee has been placed with a child or children for the purpose of adoption, or upon birth of a child, a leave of absence shall be granted under the same terms and conditions for the term as outlined for maternity leave.

(o) Effective upon approval by the Canada Employment and Immigration Commission, the Board shall provide Supplemental Unemployment Benefits to employees on maternity/parental leave in accordance with the terms and conditions of the Supplemental Unemployment Benefit Plan as described in Appendix "B".

Shall be deleted and replaced with:

14.01 Maternity, Parental and Adoption Leave Language

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

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



14.02 General Administration

- (d) *Every employee who has worked continuously for the Employer for at least thirteen (13) weeks will be entitled to leave under this section, subject to the provisions of the Article.*
- (e) *Employees are required to advise the Chief of Police of their selection of either the Standard Parental Leave or the Extended Parental Leave no less than twelve weeks prior to the expected start date of their leave.*
- (f) *If, for any reason, an employee accesses maternity leave earlier than expected, she will advise the Chief of Police of her selection of Standard or Extended Parental Leave intentions as soon as practicable, following the commencement of her maternity leave.*

14.03 Maternity Leave

- (m) *Maternity leave is available to a biological mother, including a surrogate mother, who is pregnant or has recently given birth and lasts for a period of fifteen (15) weeks.*
- (n) *A female employee who becomes pregnant shall notify the Chief of Police, in writing, of her pregnancy, no less than five (5) months prior to the expected day of the conclusion of her pregnancy, which day shall be verified by a qualified medical practitioner.*
- (o) *The employee will be granted leave without pay upon request, subject to the pay provisions set out in this section.*
- (p) *A female employee may commence maternity leave twelve (12) weeks immediately preceding the expected date of delivery and can end as late as 17 weeks after the actual date of birth.*
- (q) *The employer shall not require the female employee to resume her duties for a period of six (6) weeks after the actual day of the conclusion of her pregnancy as confirmed by a statement of a duly qualified medical practitioner.*
- (r) *The periods mentioned in 14:03 (a) and 14:03 (e) shall be shortened or lengthened if requested by the female employee upon presentation of a statement of a duly qualified medical practitioner in support of such a request or by mutual agreement between the Chief of Police and the female employee for other reasons.*
- (s) *It is agreed that the employee can apply sick leave benefits for salary continuation during the one week bridging period before the commencement of EI and top-up entitlements.*



- (t) *The employee on maternity leave will provide the Chief of Police notice, in writing, no less than four weeks prior to the conclusion of her maternity leave whether the employee is returning to active duty or will bridge onto parental leave.*
- (u) *For an employee returning to duty following the conclusion of her maternity leave, it is understood that the Employer will reassign her to the same position held at the commencement of the maternity leave. If the employee was on modified duties prior to the commencement of the maternity leave, the employee will be returned to the position held prior to modified duties.*
- (v) *Employees who are in receipt of Employment Insurance ("EI") benefits during maternity leave are entitled to a top-up of 93% of regular weekly earnings in the period preceding commencement of the leave, for the fifteen (15) week duration of the maternity leave. Employees must prove that they have applied for and are in receipt of EI benefits in order to receive payment under this plan.*
- (w) *For the purpose of the maternity leave top-ups, regular weekly earnings shall be based on the member's permanent rank or position. If the member has been in an acting position for a continuous period of six (6) months or more in the six (6) months preceding the start of the maternity leave, the regular weekly earnings will include those related to the acting position. For clarity, if a member, as a result of pregnancy, is accommodated in a position that is not at the same acting rank held for a part of a six month period, then it is assumed that the member's acting position would have satisfied this six month threshold.*
- (x) *Pregnancy related accommodations will be provided in accordance with the Equitable Work Environment Policy and the Ontario Human Rights Code.*

14.04 Parental Leave

- (k) *Every employee who is eligible for parental leave under this section has two options:*
 - a. *Standard Parental Leave – 35-week duration with Employment Insurance benefits paid at 55% of insurable benefits (subject to Employer top up as set out in this section).*
 - b. *Extended Parental Leave – 61-week duration with Employment Insurance benefits paid at 33% of insurable benefits (subject to Employer top up as set out in this section).*
- (l) *An employee on maternity leave who intends to take parental leave contiguous to her maternity leave, will provide notice, in writing, to the Chief of Police not less*

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than four weeks prior to the commencement of the Parental Leave. At that time the employee will make clear to the Chief of Police her selection of either Standard Parental Leave or Extended Parental Leave.

- (m) An employee who is a parent of the child, but who is not the parent on maternity leave, can access all or part of the Parental Leave entitlement and will advise the Chief of Police no less than four weeks prior to the commencement of the Parental Leave, including the employee's selection of either Standard or Extended Parental Leave.*
- (n) It is understood that the Parental Leave period, whether Standard or Extended, may be divided between parents, so long as those selecting the Standard Leave option, combined do not exceed thirty-five (35) weeks or those selecting the Extended Leave option, combined, do not exceed sixty-one (61) weeks.*
- (o) If both parents are employees of the Ottawa Police Service, each will make clear to the Chief of Police, no less than four weeks prior to the commencement of the Parental Leave, the division of leave between both employees, including the anticipated start and completion dates of the leave accessed.*
- (p) For any employee on Parental Leave, it is understood that the employee will provide the Chief of Police no less than ~~one month's~~ four weeks written notice of his/her intention to return to active duty.*
- (q) It is understood that the Employer will place the returning employee in the position he/she held at the time of the commencement of the parental leave.*
- (r) Members who are in receipt of EI benefits during such parental leave are entitled to benefits provided under this plan on the following basis:
 - (2) Members must declare the length of leave they have chosen at the time they notify the Chief of Police of their intention to take such leave.*
 - i. Standard Benefits option (at the 55% EI benefit rate): The benefit level paid under this plan is set at ninety-three percent (93%) of the employees' regular weekly earnings for a period of ten weeks;*
 - ii. Extended Benefits options (at the 33% EI benefit rate): Total value of the benefits under this option does not exceed the total value of the full ten weeks period of the Standard Benefits option.**
- (s) For the purposes of the parental leave top-ups, regular weekly earnings shall be based on the member's permanent rank or position. If the member has been in an acting position for a continuous period of six (6) months or more in the six (6)*

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months preceding the start of the maternity leave, the regular weekly earnings will include those related to the acting position.

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

14.05 Adoption Leave

- (c) Where a child or children has been placed with an employee, for the purpose of adoption, the provisions set out in the parental leave section will apply.*
- (d) Employees must prove that they have applied for and are in receipt of EI benefits in order to receive payment under this plan.*

14.06 Continuity of Benefits and Accrual of Seniority

- (g) The Board shall continue to pay the premiums normally payable by the Board to maintain those fringe benefits to which the employee is entitled for the period of leave taken under these sections.*
- (h) An employee on maternity or parental leave shall not lose seniority accrual and standing during such leave of absence.*
- (i) An employee shall not receive sick leave, IPP or compassionate leave pay in accordance with the collective agreement during the period of leave benefits under these sections.*
- (j) An employee shall receive their entire annual leave allotment in accordance with the collective agreement during the period of leave under these sections.*
- (k) An employee shall receive their statutory holiday allotment on a pro-rated basis adjusted on the basis of the period of total absence within the year in accordance with the collective agreement during the period of leave under these sections.*
- (l) For clarity, an employee on leave under this section, such leave shall be included for the purpose of calculating any and all entitlements based on years of service. For example, time spent on leaves under these sections shall be counted for the purpose of progression through pay increments below first class/ top of band and will be counted for the purpose of determining seniority, service pay or vacation entitlement (no break of seniority accrual for determining any entitlement).*

14.07 Return to Work



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

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17. Effective sixty (60) days after ratification:

Police Personnel Collective Agreement

Current clause:

7:02(ii) (c) The employer may require the employee to produce a medical certificate after any four individual absences or any one absence or series of absences totalling more than four days in a year. For extended absences, defined as five (5) or more consecutive shifts, the employee will be required to produce a medical certificate upon return to the workplace; however such medical certificate must be dated within the first ten (10) days of any absence. It will be necessary to renew such certificate every twenty (20) days thereafter, unless the Chief is satisfied with the initial certificate indicating the total period of absence and probable date of return to work.

Shall be amended to read as follows:

7:02 Income Protection Plan

(d) The Employer may require the employee to produce a medical certificate after any four individual absences or any one absence or series of absences totalling more than four days in a year. For extended absences the employee will be required to produce a medical certificate within the first five (5) days of any absence. It will be necessary to renew such certificate every twenty (20) days thereafter, unless the Chief or his designate is satisfied with the initial certificate indicating the total period of absence and probable date of return to work.



18. Effective sixty (60) days after ratification:

Civilian Personnel Collective Agreement

Current clause:

15:01(a)(iii) The employer may require the employee to produce a medical certificate after any four individual absences or any one absence or series of absences totalling more than four days in a year. For extended absences, defined as five (5) or more consecutive shifts, the employee will be required to produce a medical certificate upon return to the workplace; however such medical certificate must be dated within the first ten (10) days of any absence. It will be necessary to renew such certificate every twenty (20) days thereafter, unless the Chief is satisfied with the initial certificate indicating the total period of absence and probable date of return to work.

Shall be amended to read as follows:

7:02 Income Protection Plan

(d) The Employer may require the employee to produce a medical certificate after any four individual absences or any one absence or series of absences totalling more than four days in a year. For extended absences the employee will be required to produce a medical certificate within the first five (5) days of any absence. It will be necessary to renew such certificate every twenty (20) days thereafter, unless the Chief or his designate is satisfied with the initial certificate indicating the total period of absence and probable date of return to work.



19. Effective sixty (60) days after ratification:

Police Personnel Collective Agreement

The Functional Abilities Form referred to in Schedule "A" on page 61 shall be replaced with the new Functional Abilities Form attached.

As the Police Service has changed the name of the group that is managing this, the emails on the forms will be updated.

A handwritten signature in cursive script, appearing to be the initials 'MS'.

20. Effective sixty (60) days after ratification:

Civilian Personnel Collective Agreement

The Functional Abilities Form referred to in Schedule "A" on page 65 shall be replaced with the new Functional Abilities Form attached.

As the Police Service has changed the name of the group that is managing this, the emails on the forms will be updated.

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21. Effective sixty (60) days after ratification:

Police Personnel Collective Agreement

Current Clause, add a new Letter of Understanding as follows:

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

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22. Effective sixty (60) days after ratification:

Civilian Personnel Collective Agreement current clause:

19:02 Each employee working within the following sections: Transport, Property Room, Court Security, Summons Servers and Identification shall be supplied with a uniform and shall be allowed the sum of three hundred fifty dollars (\$350) per annum payable on the first pay of December each year to compensate for dry cleaning of uniforms.

Further, the monetary contributions be changed commensurate with the finalization of negotiations by the Ottawa Police Services Board with the Association with respect to the Police Personnel Collective Agreement.

Shall be amended to read as follows:

19:02 Each employee working within the following sections: Fleet Services, Evidence Control, Cellblock, and Temporary Custody, Court Security, Summons Servers, Technical Services, Front Desk Services and Identification shall be supplied with a uniform and shall be allowed the sum of three hundred fifty dollars (\$350) per annum payable on the first pay of December each year to compensate for dry cleaning of uniforms. The dry cleaning allowance will be pro-rated after four (4) continuous months of absence or if the member is not in an eligible position for any reason.

Further, the monetary contributions be changed commensurate with the finalization of negotiations by the Ottawa Police Services Board with the Association with respect to the Police Personnel Collective Agreement.



23. Annual Leave Draw – Police Personnel Agreement

Amend Article 15.04 to provide for a May – June annual leave draw.

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24. Annual Leave Draw – Civilian Personnel Agreement

Amend Article 12 to provide for a May-June annual leave draw.

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25. Effective sixty (60) days after ratification:

Civilian Personnel Collective Agreement

Current clause:

Article 21 Vacancies which are not expected to exceed four (4) months do not require posting and may be filled at the discretion of the Service. Where extenuating circumstances dictate, a extension beyond four (4) months shall be by mutual agreement of the parties.

Shall be amended to read:

Vacancies which are not expected to exceed six (6) months do not require posting and may be filled at the discretion of the Service. Where extenuating circumstances dictate, a extension beyond six (6) months shall be by mutual agreement of the parties.

A handwritten signature in black ink, appearing to be the initials 'ms'.

26. The following Letters of Understanding, appended to this memorandum of agreement, will be appended to the Civilian Collective Agreement:

- LOU-Civilian Breaks in Service Time, 31 July 2016
- LOU-Civilian Collective Agreement-Competition Process, 31 July 2016



DATED at Ottawa, this 17th day of October, 2021.

FOR THE UNION

FOR THE EMPLOYER:




