

**IN THE MATTER OF THE ONTARIO PROVINCIAL POLICE
COLLECTIVE BARGAINING ACT, 2006**

AND IN THE MATTER OF AN INTEREST ARBITRATION

BETWEEN:

HER MAJESTY THE CROWN IN RIGHT OF ONTARIO

(as represented by the Treasury Board Secretariat)

and

THE ONTARIO PROVINCIAL POLICE ASSOCIATION

Before:	William Kaplan Sole Arbitrator
Appearances	
For the Crown:	Paul Bonnifero McCarthy Tetrault Patrick Pengelly McCarthy Tetrault
For the OPPA:	Nini Jones Paliare Roland Barristers & Solicitors Jodi Martin Paliare Roland Barristers & Solicitors

The matters in dispute proceeded to a mediation in Toronto on July 15, 2016 and to mediation/arbitration in Toronto on September 10, 2016.

Introduction

This Board of Interest Arbitration was consensually convened to settle the terms and conditions of the collective agreements between the parties. The Ontario Provincial Police (hereafter “OPP”) is the largest police service in Ontario. The Ontario Provincial Police Association (hereafter “OPPA”) represents a uniform bargaining unit of approximately 6000 members and a civilian bargaining unit of approximately 3000 members. The previous collective agreements expired on December 31, 2014.

Negotiations began in February 2015. Mediation was held on July 15, 2016 and mediation/arbitration proceeded on September 10, 2016. In deciding the outstanding issues, I have carefully considered the detailed written briefs and reply briefs. Also carefully considered were the submissions made at the hearing along with the appropriate criteria, both statutory and otherwise, most notably replication of free collective bargaining in the police sector where there are well-established norms covering the issues in dispute.

The new collective agreements will have the term of January 1, 2015 to December 31, 2018 as agreed by the parties. The new collective agreements will, therefore, consist of the terms of the previous collective agreement, except as amended by this award, along with the agreed upon items. Any OPP or OPPA issue not addressed in this award is deemed dismissed.

Award

A. Salary

By way of salary increase, I award to all classifications and in both collective agreements, as follows:

January 1, 2015	2.00%
December 1, 2015	0.65%
January 1, 2016	1.50%
July 1, 2016	0.45%
January 1, 2017	1.50%
July 1, 2017	0.40%
January 1, 2018	1.75%

I also award an amended progression for 4th, 3rd, and 2nd class constable salary rates, extending the pay periods from 12 to 14 months for all uniform employees appointed on or after January 1, 2017. This will have the following effect:

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

The parties shall amend the salary schedules in accordance with the foregoing.

B. Pecuniary Aid for Survivors

I award amended language for article 15 of the uniform agreement and article 19 of the civilian agreement to address pecuniary aid to the surviving spouses and dependents of members killed in the line of duty. Specifically, effective immediately, I award the following amendments and additions to the language in the collective agreements at 15.03 (uniform) and 19.03 (civilian) as follows:

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

15.03/19.03 Where an employee is killed in the line of duty, the Employer will reimburse the employee's surviving spouse or dependents of a deceased employee for funeral/burial expenses up to a maximum amount of \$12,000.

15.04/19.04 Where an employee is killed in the line of duty, the Employer shall provide pecuniary aid to the employee's spouse.

- (a) The objective of the aid is to provide a supplement to eligible governmental, legislated and pension plan payments which an employee's spouse is eligible for from the Workplace Safety and Insurance Board ("WSIB"), the Canada Pension Plan ("CPP") and the Ontario Public Service Pension Plan ("PSPP") on behalf of the spouse and his/her children.
- (b) The supplementary payment shall be equal to the difference between the total amount which the employee's spouse is eligible to receive and the after-tax salary being paid to the employee at the date of the employee's death, calculated monthly. The employee's spouse shall co-operate by providing the necessary information required to determine these amounts.
- (c) The award shall be adjusted, as required, to reflect the after-tax salary rate that would have been paid to the employee had he or she remained an employee of the Ontario Provincial Police at the rank or classification he or she held at the date of his or her death. The award shall continue until the employee's earliest unreduced pension date or until their spouse remarries or enters into a common-law marriage, whichever date is earlier.

C. WSIB Top Up – Uniform and Civilian

I award amended language for articles 9.05 of the uniform agreement, and 15 of the civilian agreement to address the top-up provided to members who are in receipt of

WSIB benefits. Specifically, I award the following amendments to the language, effective November 1, 2016:

Uniform Agreement

- 9.05 (a) Where an employee is absent by reason of an injury or occupational disease for which a claim is made under the *Workplace Safety and Insurance Act, 1997*, the employee's salary shall continue to be paid for a period not exceeding thirty (30) days. If an award is not made, any payments made under the foregoing provisions in excess of that to which the employee is entitled under Article 7 shall be an amount owed by the employee to the Employer and may be repaid by the employee by having a corresponding deduction made from the employee's bank of accumulated attendance credits.
- (b) Where an employee is absent by reason of an injury or occupational disease for which an award is made under the *Workplace Safety and Insurance Act, 1997*, the employee's salary shall continue to be paid without loss of credits for a period not exceeding two years. This period may be continuous or an accumulation of several absences.
- (c) Where the Workplace Safety and Insurance 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 Workplace Safety and Insurance 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%).

Civilian Agreement

Article 15

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

days. If an award is not made, any payments made under the foregoing provisions in excess of that to which the employee is entitled under Articles 12.01 and 12.08 (Short Term Sickness Plan) 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.

- 15.02 Where an employee is absent by reason of an injury or occupational disease for which an award is made under the *Workplace Safety and Insurance Act, 1997*, the employee's salary shall continue to be paid without loss of credits for a period not exceeding one year. This period may be continuous or an accumulation of several absences.
- 15.03 Where the Workplace Safety and Insurance 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 15.02 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.
- 15.04 Where the Workplace Safety and Insurance 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 15.02 the employee may, at the employee's option, elect to receive benefits under the Short Term Sickness Plan as described in Articles 12.01 and 12.08, including the right to use any accumulated credits to supplement the seventy-five percent (75%) benefit to one hundred percent (100%).

Furthermore, the parties should also meet within 60 days of the date of this award to draft language reflecting that "net" not "gross" be used to determine entitlements to top-up, which is hereby awarded.

D. Duration Posting Renewals

I award the following amendments to the language in article 33.03 of the uniform agreement, effective immediately:

33.03 Renewal Incentive – Where an employee completes their first duration posting and signs up for a subsequent term at the same duration posting length,

the employee will qualify for a Renewal Incentive as follows, based on their duration posting length:

2 year - \$26,904

3 year - \$27,930

4 year - \$30,039

5 year - \$28,414

6 year - \$21,660

E. Eliminate Pay in Lieu of Vacation

Effective January 1, 2017, article 13.07(e) of the uniform agreement and article 17.13 of the civilian agreement are deleted.

F. Overtime Bank Reduction

Effective January 1, 2017, article 6.04(a) of the uniform agreement and article 11.03 of the civilian agreement shall be amended to replace “one hundred (100)” with “forty (40)”.

Specifically, I award the following amendments to the language, effective January 1, 2017:

Uniform Agreement

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

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

Civilian Agreement

11.03 An employee may, at the employee's option, request a lump sum payment at the rate it was earned for all or any portion of the hours in the employee's Compensating Time Bank on a monthly basis. Accumulated hours in excess of forty (40) remaining in an employee's Compensating Time Bank at December 31 of each year shall be paid out on a lump sum basis at the rate it was earned. The Employer shall pay out all accumulated hours no later than the last pay date of February of the following calendar year.

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

G. Shift Scheduling Committee

As a result of the two changes in the manner in which members' existing entitlements are being re-directed, along with submissions made regarding scheduling practices and issues, I hereby direct the parties to convene a Scheduling Committee, comprised of three (3) Association representatives and three (3) Employer representatives to consider and develop implementation strategies. In addition, this committee should meet to address the hours of work and scheduling issues identified by the Association.

The first meeting must be held within 30 days of this Award, and be held thereafter as mutually agreed.

H. Termination Pay

I award that, effective December 31, 2016, members shall no longer accrue termination pay entitlement upon retirement under article 8 of the uniform agreement and article 31

of the civilian agreement. Termination pay accrued up to and including December 31, 2016 shall be payable at the wage rates applicable on December 31, 2016. Employees appointed on or after January 1, 2017 will not be entitled to termination pay.

I. Association Leave – Subsidy Reduction

The employer sought the complete elimination of the subsidy during the term of the collective agreement. Given that there are two years left in the term, and that this provision was recently expanded, it is most appropriate, in my view, to take a graduated approach. Accordingly, Article 12.03 of the uniform agreement and article 14.03 of the civilian agreement shall be amended to reflect that, commencing effective April 1, 2017, the Association will reimburse the Government of Ontario for the salaries and the Government's share of the pension contributions for two of the eight paid leave positions; the Association shall identify the selected positions to the Employer before April 1, 2017. Furthermore, commencing effective April 1, 2018, the Association will reimburse the Government of Ontario for the salaries and the Government's share of the pension contributions for two more of the eight paid leave positions. The Association shall identify the selected positions to the Employer before April 1, 2018.

Conclusion

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

DATED at Toronto this 3rd day of October 2016.

“William Kaplan”

William Kaplan, Sole Arbitrator