

IN THE MATTER OF AN INTEREST ARBITRATION

BETWEEN:

The Crown in Right of Ontario

and

The Ontario Provincial Police Association

Before: William Kaplan
Sole Arbitrator

Appearances

For the Crown: Sunil Kapur
McCarthy Tetrault
Barristers & Solicitors

For the OPPA: Nini Jones
Jodi Martin
Paliare Roland Rosenberg Rothstein
Barristers & Solicitors

The matters in dispute proceeded to a mediation-arbitration on April 26, 2019.

Introduction

This mediation-arbitration was convened to settle the Uniform and Civilian collective agreements between The Crown in right of Ontario (hereafter “Employer”) and the Ontario Provincial Police Association (hereafter the “OPPA”). The matters in dispute proceeded first to mediation and then to an expedited mediation-arbitration. In resolving the outstanding issues, careful attention has been paid to the relevant criteria, statutory and otherwise. All agreed-upon items are to be included in the collective agreements settled by this award. Any outstanding OPP or OPPA issue not specifically addressed in this award is deemed dismissed.

Term

January 1, 2019 – December 31, 2022.

Wages – Uniform

January 1, 2019:	2.15%
January 1, 2020:	2.15%
January 1, 2021:	1.00%
July 1, 2021:	0.97%
January 1, 2022:	1.85%

Wages – Civilian

January 1, 2019:	1.25%
January 1, 2020:	1.25%
January 1, 2021:	1.0%
January 1, 2022:	1.0%

New Step – Civilian Wages

I award that the Civilian bargaining unit wage schedules, effective January 1, 2020, include a new introductory step in each classification with wages set at 3% below the start rates (Step 1) in effect December 31, 2019.

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

Pregnancy/Parental Leave (Uniform Articles 9.03 and 9.04 and Civilian Articles 13.05 and 13.06)

I award amendments to the pregnancy and parental leave articles in the Uniform and Civilian collective agreements to achieve the following:

- i. Move the one week waiting period paid at 93% salary so that it is taken during the pregnancy and parental leave when the employee is not in receipt of Employment Insurance (EI), and prior to returning to the workplace; and
- ii. Supplementary Employment Benefit Plan costs will decrease proportionally with the decrease in EI amount in instances where an employee takes the optional extended leave.

Committee - Scheduling

As a result of the submissions made regarding scheduling practices and issues, I hereby direct the parties to convene a Committee, comprised of equal Association and Employer representatives to discuss:

- Vacation Protection (Uniform 6.02 and Civilian 6.03.06)
- Posted Schedules (Uniform 6.05 Civilian 6.02.01)
- Time off between shifts and court (Uniform 6.02 b) and 6.02.3
- Duration postings (Uniform 33)

This committee shall be for a term of up to one-year.

If the parties are unable to reach an agreement with respect to amendments to the collective agreement to address these issues during the one-year term, at any time during the year or at the conclusion of the committee's term, either party may refer outstanding matters to interest arbitration, for amendment to and inclusion in the 2019-2022 collective agreement. At the request of the parties, I remain seized to act as interest arbitrator.

Committee – Special Constables Compensation Review

I hereby direct the parties to convene a Committee, comprised of equal Association and Employer representatives to review and assess Special Constable compensation levels as they compare with suitable market comparators. Special Constable members of the committee will be released with no loss of pay or credits to attend committee meetings.

The first meeting must be held within 60 days of this Award, and be held thereafter as mutually agreed.

I also award a one-time lump sum payment of \$500 to Special Constables assigned to the Security Bureau - Queen's Park Detachment and to OPP General Headquarters.

Shift Premium – Uniform and Civilian

I award, effective July 1, 2019, amendments to article 5.05 (a) of the Uniform collective agreement and article 8.01 of the Civilian collective agreement, to increase the shift premium of 98 cents per hour to \$1.50. This will also apply to Regular Part-time and Casual Part-time members.

WSIB

Article 9.05(b) of the Uniform collective agreement, and Article 15.02 of the Civilian collective agreement address the top-up provided to members who are in receipt of WSIB benefits.

I award that the two-year top up limitation in the Uniform collective agreement and one-year top up limitation in the Civilian collective agreement be removed and replaced with a top up period for the duration of the member's receipt of WSIB benefits. The articles otherwise remain the same. This provision will become effective September 1, 2019.

Benefits (Psychological Services) – Uniform and Civilian Bargaining Units

I award that the Employer fully fund the elimination of any annual and per visit caps for coverage related to the services of a Psychologist or Social Worker (MSW).

I also confirm that pursuant to the parties' previous agreement per the letters dated March 5, 6 and 26, 2019, the Employer will fully fund the cost associated with the Integrated Mental Health Support program that was jointly announced on March 29, 2019.

This is effective date of award.

Recognition of Fixed-Term Seniority – Civilian

Effective date of award, fixed-term employees shall be entitled to have their service counted towards the accumulation of seniority for consideration in hiring competitions as provided in the Civilian collective agreement.

Letters of Intent

All letters inside the Uniform and Civilian collective agreements are renewed.

The following letters outside the collective agreement are maintained:

- Collective Agreement Review Committee
- Ontario Police College Staffing Levels
- Motorcycle Allowance
- Termination of Employment
- Relocation Directive
- Recruit/Probationary Constables
- Civilianization of Uniform Positions
- Long-Term Income Protection Plan Changes
- Housekeeping Amendments PSA to PSOA
- Audio Recordings of Interview Meetings
- Potential Revisions to OPPCBA
- Amendment to the Public Service Pension Plan (PSPP)
- Pension Buy Back
- PRI for demoted members

Association Delegates to Association Meetings

I award that the Employer continue to grant leaves with no loss of pay or credits for association meetings in accordance with their long-standing practice.

Conclusion

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

DATED at Toronto this 6th day of May 2019.

“William Kaplan”

William Kaplan, Sole Arbitrator

IN THE MATTER OF AN INTEREST ARBITRATION

BETWEEN:

The Ontario Provincial Police

and

The Ontario Provincial Police Association

(Uniform Vacation Scheduling)

Before: William Kaplan
Sole Arbitrator

Appearances

For the OPP: Sunil Kapur
Jessica Wuergler
McCarthy Tetrault
Barristers & Solicitors

For the OPPA: Nini Jones
Jodi Martin
Paliare Roland
Barristers & Solicitors

Michele Hamilton
Legal Counsel, OPPA

The matters in dispute proceeded to a hearing by Zoom on January 7, 2021.

Award

The current collective agreement between the parties was settled by an interest arbitration award dated May 6, 2019. Pursuant to that award, certain unresolved bargaining issues – including Uniform Vacation – were remitted to a joint Scheduling Committee. That committee was able to resolve many issues, but not this one. Accordingly, it proceeded to a mediation held on October 17, 2020 and then to an interest hearing on January 7, 2021. The mediation briefs were, by agreement of the parties, converted to arbitration briefs and supplemented with reply briefs, affidavits and other relevant materials and authorities.

Having carefully considered all of these materials and submissions, along with the statutory and normative criteria, it is my view that the case has not been made for a change to the language in Article 13.04. In reaching this conclusion, I note that the parties have different views of the correct interpretation of this provision. The parties also have different views about the correct interpretation of the *Uniform Vacation Guidelines for Detachments*, including about whether or not they are enforceable. The parties have succeeded over the years in resolving many of their vacation disputes, and presumably they can and will continue to do so. But if they cannot, the proper place for their determination, and for the determination of the interpretation issues identified above, is through a rights grievance.

DATED at Toronto this 7th day of January 2021.

“William Kaplan”

William Kaplan, Sole Arbitrator