

BETWEEN:

OTTAWA POLICE SERVICES BOARD (the "BOARD")

SOURCE	Bud.
EFF.	930801
TERM.	960331
No. OF EMPLOYEES	35
NOMBRE D'EMPLOYÉS	35

- and -

THE OTTAWA SENIOR OFFICERS' ASSOCIATION (the "ASSOCIATION")

LOCAL AGREEMENT

Made pursuant to the Social Contract Act, C.5, Statutes of Ontario, 1993.

1. PREAMBLE

Whereas there is a Police Sector Agreement dated July 2, 1993, which has been designated by the Minister as a Sectoral Framework Agreement, and whereas the Board and the Association, in accordance with the provisions of the Social Contract Act, have negotiated this Local Agreement which is to be an addendum to the Sectoral Agreement, it is agreed that the terms of this Local Agreement have been entered into on a "without prejudice" basis in the sense that the Agreement shall not be viewed as precedent setting in relation to current or future collective agreements between the parties and no reference shall be made to any of the provisions agreed upon herein by the parties for the purpose of fulfilling the requirements of the Social Contract Act or to any experience hereunder in any future collective bargaining or arbitration process after the expiration of the Social Contract period.

The parties acknowledge that a Social Contract Local Agreement has been entered into With the Ottawa Police Association. As part of that Agreement the Ottawa Police Association has agreed that the benefit of all of its terms and conditions will apply to the expenditure reduction target for all personnel of the Board including the Senior Officers. The intent of this is that to the extent unpaid leave days are required to make the expendimre reduction target by the Ottawa Police Association, then the intent of this Agreement is that unpaid leave days will be incurred by Senior Officers to the same extent.

2. SECTOR FRAMEWORK

The parties agree to implement those measures required under the Social Contract Sectoral Agreement for Municipal Police and to adhere to the principles set out in same.

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3. PURPOSES AND OBJECTIVES

The primary objective of the parties in the Police Sector is to preserve existing jobs and service levels, while realizing the expenditure reduction targets ("ERT") provided for in the Social Contract Act.

The parties agree to the following principles with respect to the implementation and selection of measures required to meet the objectives of the Social Contract Act:

- a) to preserve the ability of local police services to deliver professional police services that will ensure the continued protection of life and property, promoting a safe environment for our communities;
- b) preserve local collective bargaining rights and autonomy;
- c) subject to the provisions of this Agreement and the Social Contract Act, respect local Collective Agreements.

4. EXPENDITURE REDUCTION TARGETS

Pursuant to the Act, expenditure reduction targets ("ERT") are to be established for the Board. As a result of the Board entering into a Local Agreement with the non-bargaining unit employees, the Board's ERT will be reduced by 20% pursuant to Section 7 of the Act. In addition to that 20% reduction, the parties have agreed that there will be the following deferrals of the Board's ERT for the first year of the Social Contract which runs between June 14, 1993 to December 31, 1993, as follows:

- a) pursuant to Section 2 of the Sectoral Framework 25% of the Board's ERT in respect of the first year of the Social Contract will be deferred until and in respect of the period January 1, 1996 to June 30, 1996;
- b) pursuant to the Municipal Sectoral Framework 25% of the Board's ERT in respect of the first year of the Social Contract will be deferred until and in respect of the period January 1, 1996 to June 30, 1996. This latter deferral will be pursuant to an agreement to be entered into between the Board and the Corporation for the City of Ottawa. Pursuant to that agreement, that deferral will be provided by the way of a loan from the Province to the Corporation for the City of Ottawa which will bear interest at a rate to be determined by the Province. The full amount of that deferral together with accrued interest will be repayable by the Board to the Corporation for the City of Ottawa during the period of January 1, 1996 to June 30, 1996.

The parties agree that the targets have not yet been established for the Board and that they are derived at present from the best available information to them.

5. JOB SECURITY FUND

Under the Social Contract Act, a Public Sector Job Security Fund **has** been established to provide assistance to members who are released from employment by the Board. The Board hereby undertakes to assist members who **are** the subject of any layoff to access any entitlements under that **fund**.

6. (a) OMERS

Whereas the Province **has** advised that there will be an Actuarial Review of OMERS **as** set out in the Police Sectoral Framework Agreement, the parties agree that the Local Agreement may be re-opened on mutual consent, for the purposes of negotiating the application of identified and available surpluses in accordance with the terms of the Framework Agreement.

(b) OMERS MEASURES DEALING WITH DOWNSIZING AND THE SOCIAL CONTRACT PERIOD

The parties agree to commence discussions in regards to downsizing and other adopted OMERS measures dealing with assisting employers resolve financial issues related to the Social Contract period. Such discussions will include ascertaining which employees would be interested and then obtaining costs in relation to such. The negotiation process will then take place with regard to providing this benefit. The parties shall strive to reach an agreement, if possible.

7. METHODS OF REACHING EXPENDITURE REDUCTION TARGET (ERT)

The parties agree that the following methods will be utilized to reach the Social Contract target **as** established by the Province:

- a) Through improvements and efficiencies.
- b) Through attrition where some or all positions are vacated through retirements and terminations, be it resignation or dismissal with cause.
- c) Through voluntary unpaid leave of absences. (Leaves of absences under this provision for periods of two weeks or less would have all benefits continued.)
- d) Through additional or alternate methods which may be agreed to by the parties, **as** required;
- e) Through the use of other funds as determined by the parties.

- f) Through the use of unpaid leave days.
- g) Limitations in regards to payment of **various** sections of the Collective Agreement may be mutually agreed to. Also, time **frames may be mutually** agreed upon to be extended in relation to utilization of various provisions of the Collective Agreement.

8. PENSION CONTRIBUTIONS

Where unpaid leave must be taken, the parties recognize and agree that the obligations of the Board and employees to contribute to any pension **pian** and any employee's entitlement under such pension **pian** are not affected by any reduction in earnings that results from such **unpaid leaves**.

9. IMPROVEMENTS AND EFFICIENCIES

The parties agree that productivity gain sharing achieved through improvements **and** efficiencies will be treated in the following manner:

- a) A joint committee, comprised of equal representatives for the parties, will be established for the purpose of promoting productivity savings.
- b) Productivity savings with quantifiable outcomes proposed by one **party** are to receive consideration by the other party.
- c) Once those gains have been identified, the savings achieved shall be applied against the Social Contract expenditure reduction target.
- d) On an annual basis, the parties will determine the value of any **gains** achieved. Such gains will be credited towards the Social Contract target.
- e) A member who submits information related to improvements or efficiencies directly to the committee in accordance with this Agreement, will not be discriminated against or suffer any penalty for so doing.
- f) The parties agree that the ultimate decision as to whether or not to implement any changes which would result in savings rests with the Ottawa Police Services board.
- g) Improvements and efficiencies may not be implemented by the Ottawa Police Services Board if such improvements and efficiencies violate this Agreement or any collective agreement unless the parties agree otherwise.

10. ATTRITION

The parties acknowledge that the Board presently maintains a certain **vacancy** rate as part of its **normal** budgetary process. The parties agree that as a result of attrition, a certain portion of those savings will be applied to the **ERT**.

11. UNPAID LEAVE DAYS

The parties agree that to the extent necessary to meet the **ERT** and to the extent that the **ERT** has not been met by other methods set out in this Agreement, the employer **may** require employees to take unpaid leaves of absence except during the deferral period. Days on which such leave shall be taken shall be determined firstly in consultation with the employee, and if it cannot be agreed upon, at the discretion of Management.

The parties agree that where unpaid leaves under this paragraph are required, the Board **will not** be required to **adjust** the pay for each individual employee in respect of the week or weeks in which the leaves occur. Rather, the Board and the Association will determine an appropriate method by which the rates of pay should be adjusted to accommodate unpaid leaves in each term of this Social Contract period.

Where unpaid leave must be taken, the parties recognize and agree that the obligations of the Board **and** employees to contribute to any pension plan and **any** employee's entitlement under such pension plan are not affected by any reduction in earnings that results from such unpaid leaves.

The unpaid leave days to be taken if required, will not exceed those taken by members of the Ottawa Police Association.

12. SURPLUS

The Board hereby agrees to apply any normal budgetary surplus achieved as of the end of its fiscal year December 31st to the next year's Social Contract **ERT**. Therefore, if there is any budgetary surplus as of December 31, 1993, it will be applied to the target commencing ~~Jan~~ 1, 1994 and so on until the end of the term of the Social Contract.

JANUARY (R) [Signature]

13. RIGHT TO BARGAIN

Nothing in this Agreement prevents the parties from resuming collective bargaining in the normal manner established pursuant to the Police Services Act.

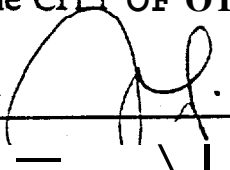
14. TERM OF THE LOCAL AGREEMENT

The duration of this Agreement shall be from August 1, 1993 to March 31, 1996.

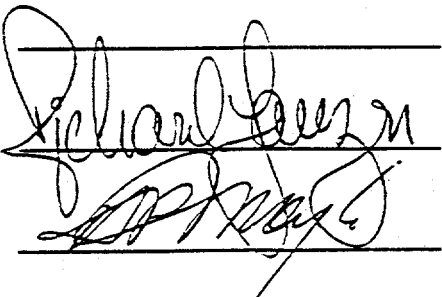
The parties agree that in the event the Social Contract Act is repealed prior to March 31, 1996, this Social Contract Agreement shall be rescinded. Upon notification by the Association the bargaining process shall resume in accordance with the requirements of the Police Services Act,

DATED at OTTAWA this 10th day of August, 1993.

for the POLICE SERVICES BOARD
of the CITY OF OTTAWA



for the OTTAWA SENIOR OFFICERS' ASSOCIATION



LETTER OF UNDERSTANDING

BETWEEN:

OTTAWA POLICE SERVICES BOARD (the "BOARD")

- and -

THE OTTAWA SENIOR OFFICERS ASSOCIATION (the "ASSOCIATION")

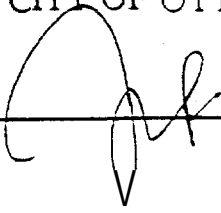
ISSUES PERTAINING TO THE COLLECTIVE AGREEMENTS

The following clause to be inserted into both the Senior Officers and Civilian Personnel Collective Agreement:

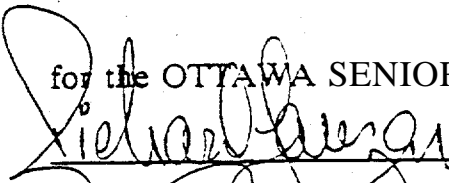
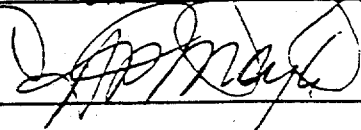
If the Board is merged or replaced with a more regional Police Services Board or other employer, all terms and conditions of employment as set out in this Collective Agreement shall be unchanged for the period of the first Collective Agreement governing the members covered by this Collective Agreement and their new employer.

DATED at OTTAWA this *10th* day of *August*, 1993.

for the **POLICE SERVICES BOARD**
of the CITY OF OTTAWA



for the OTTAWA SENIOR OFFICERS' ASSOCIATION

THE AGREEMENT is made 28th day of July

1993.

BETWEEN:

THE OTTAWA POLICE SERVICES BOARD

and

Brian J. FORD
Donald G. LYON
James BICKFORD
Vincent WESTWICK

BACKGROUND

The purpose of The Social Contract Act, 1993, is to *achieve* savings through adjustments in compensation arrangements.

On July 2, 1993, the Police Association of Ontario, the Ontario Association of Police Services Boards, the Ontario Senior Officers Association and the Government of Ontario entered into a Sectoral Agreement pursuant to Part IV of The Social Contract Act, 1993, ("The Sectoral Agreement").

Part VI of The Social Contract Act, 1993 provides the establishment of non bargaining *unit* agreements.

THIS AGREEMENT WITNESSES THAT IN CONSIDERATION OF THE MUTUAL COVENANTS THE PARTIES HERETO AGREE AS FOLLOWS:

PARTIES:

The Ottawa Police Services Board ("The Board") is *the* employer of all police and civilian personnel working for the Ottawa Police Service.

Chief Brian J. Ford is the Chief of the Ottawa Police Service, is an employee of the Ottawa Police Services Board and is not a member of any bargaining unit.

Deputy Chief Donald G. Lyon is the Deputy Chief of the Ottawa Puke Service, is an employee of *the* Ottawa Puke Services Board and is not a member of *any* bargaining unit.

Deputy Chief James Bickford is the Deputy Chief *of* the Ottawa Police Service, is an employee of the Ottawa Police Services Board and is not a member *of any* bargaining unit.

Vincent Westwick is the General Counsel for *the* Ottawa Police Service, is an employee of the Ottawa Puke Services Board and is not *a* member of *any* bargaining unit.

Messieurs. Ford, Lyon, Bickford and Westwick will be collectively referred to as the Non Bargaining Unit Employees or "NBUE"

PURPOSES

This plan between the parties is a non bargaining unit plan pursuant to Part VI of The Social Contract Act, 1993, and is entered into by the parties to achieve the expenditure reduction target.

This plan seeks to achieve:

- i) the purposes and the objectives of The Social Contract Act, 1993, and the Sectoral Agreement;
- ii) to interfere as little as possible with the individual employment contracts existing between the Board and the NBUE;
- iii) to achieve the expenditure reduction targets in a fair and equitable manner;
- iv) to receive the benefit of *the* lower expenditure reduction targets pursuant paragraph 7 (2)(b) of The Social Contract Act, 1993.

SECTORAL AGREEMENT

The parties agree that the Sectoral Agreement is incorporated into and forms part of this plan subject to necessary modifications.

EXPENDITURE REDUCTION TARGETS

The parties agree that the expenditure reduction targets for The Social Contract Act, 1993 are derived from the best information available at the time of negotiations to conclude a non bargaining unit plan.

The Board agrees that the calculations of the portion of the expenditure reduction target attributable to NBUE will be calculated on a fair and equitable basis and consistent *with* practices used throughout the Social Contract.

The parties agree that any further changes in the targets will be the subject of further agreement between the parties.

METHODS OF REACHING EXPENDITURE REDUCTION TARGETS

The expenditure reduction target will be achieved by *the* following methods

- I) fixing salaries at the rate of pay for the position effective July 1, 1993;
- 2) deferral of yearly increment adjustments until the objectives are achieved;
- 3) unpaid leave of absence to a maximum of twelve days per year ("social contract days");

Should the expenditure reduction targets be achieved prior to completion of the social contract period, the parties agree that *any* surplus will first be applied to reduce the number of social contract days.

Any social contract days to be deducted will be deducted from the members pay on the basis of one day per month as follows:

- i) for the year 1993 commencing *August* 1, 1993 and thereafter monthly until 31 December 1993;
- ii) for the year 1994, 1995 and 1996, commencing January 1 of each year and thereafter monthly until the annual target is reached.

IMPLEMENTATION OF A LOCAL AGREEMENT

In the event that the Board enters into a local agreement pursuant to Part V of The Social Contract Aft 1993 with the Ottawa Police Association, this plan shall be suspended and the terms of the local agreement will apply with necessary modifications to the members of the NBUE.

CONTRACTING OUT

For the duration of the Social Contract period, there may be no new contracting out of work performed by NBUE which results in layoffs, in the absence of agreement by the affected member of NBUE.

INDIVIDUAL CONTRACTS

The parties agree *that* the individual employment contracts which exist between the Board and each member of NBUE will remain *in full force and effect* and will be modified only as is necessary to achieve the objectives of the Social Contract.

The parties further agree nothing in this agreement prevent or inhibits contract bargaining between the Board and any members of NBUE and further tire Board agrees to annually determine remuneration and working conditions of NBUE as, *in the case of the* Chief and Deputies is required for under The Police Services Act.

TERM OF THIS PLAN

"his agreement is in full force and effect until March 31, 1996.

Signed at Ottawa this.....^{28th} day of.....^{July}....., 1993

FOR THE POLICE SERVICES BOARD

FOR NON BARGAINING UNIT

"Frank Ling"

"Brian J. Ford"

Chief of Police Brian J. Ford

"Jacqueline Holtzman"

"Donald G. Lyon"

Deputy Chief Donald G. Lyon

"Kim Meimaroglou"

"James Bickford"

Deputy Chief James Bickford

"Lyallen Hayes"

"Vincent Westwick"

Vincent Westwick, General Counsel

"Mark Maloney"