

IN THE MATTER OF AN INTEREST ARBITRATION

B E T W E E N:

THE OTTAWA POLICE SERVICES BOARD

(The "Board")

- AND -

THE OTTAWA POLICE ASSOCIATION

(The "Association")

David K.L. Starkman

Arbitrator

APPEARANCES FOR THE BOARD

Dan Palayew

Counsel

Carmen Francis

Counsel

Councillor Eli El-Chantiry

Chair, Police Services Board

Wendy Fedec

Executive Director

Jennifer White

Labour Relations

Terry Cheslock

Superintendent

APPEARANCES FOR THE ASSOCIATION

Bill Cole

Consultant

Kyle Stout

Student at Law

Matt Skof

President

Dan Brennan

Vice- President

Pat Laflamme

Bargaining Committee Member

Andrea Lamothe

Bargaining Committee Member

Brian Samuel

Bargaining Committee Member

Iain Pidcock

Bargaining Committee Member

Clint Eastop

Bargaining Committee Member

Mediation in this matter was held on January 23, 2014. A Hearing with respect to the Outstanding Issues was held on April 7, and June 27, 2014 at Ottawa, Ontario, and post-hearing written submissions were completed on August 13, 2014.

AWARD

This Award concerns the approximately 1,305 members of the Sworn Officer bargaining unit and the approximately 584 civilian members covered by the Civilian collective agreement. The term of the collective agreements is January 1, 2013 until December 31, 2014. Having considered the submissions of the parties, and the criteria set out in the *Police Services Act*, R.S.O. 1990, the renewal collective agreements shall consist of all matters in the expired collective agreements, matters agreed to by the parties and the following. No item shall have retroactive effect unless specifically provided for. If an item is not expressly dealt with in this Award, the request to have it included in the renewal collective agreements is denied.

1. WAGES

In a decision dated April 5, 2013 concerning the January 1, 2011 to December 31, 2012 collective agreements between these parties, Arbitrator Goodfellow concluded that the historical comparators for these bargaining units were other similarly sized police force bargaining units, and I accept his reasons for reaching this conclusion. Therefore, after carefully considering the comparator data, the salary schedules are to be amended as follows:

Effective January 1, 2013 increase the salary schedule by 2.5%.

Effective January 1, 2014 increase the salary schedule by a further 2.5%.

These increases are to be paid retroactively by separate cheque within thirty days of the date of this Award.

2. OFF DUTY COURT TIME - ARTICLE 14.04

Having considered the comparator data, effective the second full pay period following the date of this Award, amend article 14.04 to provide as follows:

14.04 When an employee is required to attend court in off-duty hours, other than under the provisions of Article 14.03, the employee shall receive in compensation thereof time and one-half for each hour required in court with a minimum payment of four hours at time and one-half and a maximum payment of eight hours at straight time.

3. CIVILIAN SERVICE PAY

The civilian service pay was adjusted in the Award of Arbitrator Goodfellow for the prior collective agreement and a request for further adjustments at this time is denied. This issue can be addressed in future rounds of bargaining.

5. LEGAL INDEMNIFICATION - ARTICLE 26 POLICE PERSONNEL AND ARTICLE 28 CIVILIAN PERSONNEL

Amend articles 26 and 28 as follows:

26.04/28.04 Where an employee is a defendant in a civil action for damages because of acts done in the attempted performance in good faith of his/her duties as an employee, he/she shall be indemnified for the necessary and reasonable legal costs incurred in the defence of such an action in the following circumstances only:

(a) Where the Board is not joined in the action as a party as set out in the Police Services Act, and the Board does not defend the action on behalf of itself and of the employee as joint tortfeasors at the Board's sole expense.

(b) Where the Board is joined as a party or elects to defend the action, but the solicitor retained on behalf of the Board and the employee is of the view that it would be improper for him/her to act for both the Board and the employee in that action.

26.05/28.05 An employee whose conduct is called into question in the course of an inquiry under the Coroner's Act because of acts done in the attempted performance in good faith of his/her duties as an employee shall be indemnified for the necessary and

reasonable legal costs incurred in representing his/her interests in any such inquest in the following circumstances only:

(a) Where the Board does not provide counsel to represent the employee at the inquest at the Board's expense;

(b) Where the counsel provided by the Board to represent either or both of them along with the employee is of the opinion that it would be improper for him/her to act for the Board and the employee in that action.

26.06/28.06 Where an employee intends to apply to the Board for indemnification hereunder, the employee shall, within thirty (30) days of being charged or receiving notice of other legal proceedings covered herein, or receiving notice that he/she will not be represented by counsel retained by the Board, apply in writing to the Board or Designate to deal with such applications for approval to retain counsel and approval of the counsel to be so retained. In the event of any dispute concerning the counsel to be retained, the matter shall be resolved by an officer designated by the Board and an employee of the Association Executive designated for that purpose.

26.07/28.07 Where the Chief of Police, pursuant to Board policy, elects to provide legal counsel to defend an employee in any legal proceeding covered by this provision, the cost of such counsel is the Board's responsibility irrespective of the outcome of the

proceedings and neither the employee nor the Board may rely upon the other provisions of this policy.

All other provisions of Articles 26 and 28 respectively remain unchanged.

I will remain seized with respect to all issues until a collective agreement is in effect.

Dated at Maberly, Ontario this 20th day of November, 2014

“David Starkman”
Sole Arbitrator