

**13. Does OPP charge more if there are more calls for help? For example, the various townships, which probably have fewer inhabitants, have lower costs per property than Pembroke. My concern is that if Deep River changes from being relatively crime-free and experiences some kind of crime wave, would the cost increase proportionately**

Answer: During the period of the transition contract the municipality's' cost is calculated based on a full time equivalent count, i.e. is linked to the staffing number. If referring to how the costing would be applied under the OPP Billing Model (which will be applied in year 4 of receiving policing services from the OPP) then yes costs are impacted by the amount of calls for service however, the CFS cost is not based on one year's worth of data about calls alone. Municipalities are billed for the actual number and type of reactive calls for services. The average of the four most recent years is used for calculations. This helps to mitigate any extreme fluctuation in calls that may occur in a given year. Under the OPP Billing Model (which will be applied in year 4 of receiving policing services from the OPP), all municipalities will be paying the same Base Services cost per property plus a cost for Calls for Service (CFS).

**14. After the three year transition period, could the number of person-hours of patrol change from 34 per day? If the number of hours is reduced because the Calls for Service were fewer, then potential criminals might think that there is more opportunity for mischief.**

The transition contract is defined by Full-Time Equivalent" (FTE) which means at least 1,417 hours of policing services per officer, per annum to be delivered to Deep River by officers. Day-to-day operations are overseen by the local Detachment Commander. As an organization the Ontario Provincial Police commits to working continually to earn the confidence of the citizens in our local communities. If ever there were concerns regarding officer visibility or service delivery as a community member you have the benefit of your local Police Services Board to provide local civilian governance. The Detachment Commander in conjunction with your Police Services Board will determine local priorities and objectives to ensure continued safety and security to the community. 98% of respondents to the latest OPP Provincial Community Satisfaction Survey indicated they felt "very safe" or "safe" in their community; a testament to public safety in partnership with our communities.

**15. Is Petawawa cheaper because it also has the military police?**

Having or not having a military police service has no impact on OPP billing. Military police do not provide policing to municipalities.

Under the OPP Billing Model (which will be applied in year 4 of receiving policing services from the OPP), all municipalities will be paying the same Base Services cost per property plus an additional cost for Calls for Service (CFS). Cost recovery from individual municipalities above a Base Services charge vary as largely determined by a municipality's level of Calls for Service or overtime plus other costs that may or may not apply such as cleaning, accommodation, or a need for court security if a courthouse is present in the community.

**16. It sounds as if a Community Policing Office is not guaranteed, as the Summary says ". . . discussions on opening a Community Policing Office" in town. Though I rarely have need to go to the DRPS office downtown, I appreciate that it is there if I do need it. I fear that if Deep River goes to Option 2, there could be undesirable delay in getting help.**

Having a community policing office does not determine effectiveness of police response. All OPP detachments servicing municipalities operate on an integrated service delivery model. Municipalities benefit from the integrated service model as it provides the OPP with enhanced flexibility in meeting fluctuating and changing policing demands. Combining the resources required to police multiple municipalities within one detachment provides a larger number of officers to draw on for major occurrences and emergencies, thereby improving the effectiveness of the response. In addition, across the OPP, frontline vehicle are equipped with a blend of technologies aimed at ensuring members are more accessible and increasingly effective. Frontline OPP vehicles are equipped with mobile workstations, thereby affording the officers the ability to be out on patrol thus increasing visibility. Our frontline vehicles are equipped with GPS monitoring systems so that the closest car to the call can be dispatched. Using focused patrol initiatives, officers are expected to direct their resources to a variety of areas that have a demonstrated or expected need for policing.

**17. Does OPP have the same pay scale as DRPS? If Option 2 is chosen, would the DRPS officers who transition to OPP get the same salary as they got in the DRPS?**

The OPP does not have the DRPS pay scale therefore that answer would have to come from your municipality. Amalgamating DRPS members would receive the same pay scale as their counterparts in the OPP.

From the Town

DRPS employees would receive higher pay, better pensions and enhanced benefits as employees of the Ontario Provincial Police. Enhancements to benefits such as a Long Term Disability Plan, which DRPS employees do not currently have would be provided as employees of the Province of Ontario.

**18. Could you provide me with information on what would happen to the existing members of the Deep River Police Services in the event that the decision to switch to OPP is made? The pamphlet states that all staff would transfer to OPP. Specifically, I would like to know how the individuals are treated with respect to:**

- pay
- seniority
- pension
- other benefits (health, dental, pension, etc.).
- union status (is it a different union or just a different branch of the same national union?).

Answer:

Offer of Employment

Uniform municipal officers must participate in, and successfully complete, a background investigation and security verification, in addition to meeting the requirements of Section 43.1 of the Police Services Act (PSA).

The Commissioner of the OPP reserves the right to review suitability of any civilian or uniform municipal employee prior to an offer of employment being extended to the potential employee. A municipal officer who is on disability leave at the time of disbandment of a municipal police service will be offered employment with the OPP on meeting the employment requirements of the OPP and satisfactory evidence from a medical practitioner of the member's ability to return to duty.

The start date for all amalgamated members will be defined in the amalgamation agreement between the municipality and the OPP.

### Collective Agreement

The Ontario Provincial Police Association (OPPA) bargains exclusively for its membership. There are two collective agreements that contain the negotiated working terms for members – the *OPPA Uniform Collective Agreement* and the *OPPA Civilian Collective Agreement*.

We are currently implementing changes to our Collective Agreements to reflect the Arbitration decision of October 3, 2016 as well as a number of provisions agreed to by the parties.

### Salary and Benefits

The salary for amalgamated officers with the OPP will be at the current rate established for their rank in the OPP. The benefit package will be the same as that provided to new members of the OPP as of January 1, 2017. OPPA benefits are self-administered and additional information is available from the OPPA.

### Service Dates

At the time of amalgamation, Career Development Bureau will conduct a comprehensive review of employment history to determine total combined years of uninterrupted full time police service. For the purpose of determining service dates, the following service **may** be considered:

Service	Uniform	Civilian
A police force that is amalgamated with the OPP	ü	ü
An Ontario First Nations Police Service	ü	ü
The Canadian Forces Military Police	ü	ü
Any other Canadian Police Service	ü	ü

In order to consider service, the OPP requires documented confirmation of that service via an official memo or employment document that:

Confirms the start and end date of the employment

Confirms that the employment period was not interrupted by any unpaid absence in excess of 90 days

### Provincial Responsibility Incentive

Provincial Responsibility Incentive (PRI) is a financial incentive to recognize the contribution made by OPPA uniform members to policing across the province.

### Pension

Amalgamating members may choose to transfer or consolidate their pension assets from Ontario Municipal Employees Retirement System (OMERS) to the Public Service Pension Plan (Ontario Pension Board). Amalgamating members are encouraged to research pension information with their pension boards.

### Probationary Period for all Amalgamated Officers

The probationary period that was served with an employees present Police Service is required by the *Police Services Act of Ontario*. The *Public Service of Ontario Act* also requires that all provincial employees, including Ontario Provincial Police members serve a probationary period not to exceed one year. This probationary period is a statutory requirement and will commence on the first day of employment with the OPP.

### Rank Level Determination

Rank Level Determination is the process used to evaluate the knowledge, skills and abilities of a uniform member of a municipal police service in relation to the OPP core competencies for the supervisor, mid-manager and management roles.

To be eligible to seek appointment to the OPP at a rank other than Constable, a member must hold a confirmed rank above Constable in the municipal police service and apply for consideration through the Rank Level Determination process.

### Websites of Interest:

[www.opp.ca](http://www.opp.ca) .....Ontario Provincial Police  
[www.opb.ca](http://www.opb.ca) .....Ontario Pension Board  
[www.oppa.ca](http://www.oppa.ca) .....Ontario Provincial Police Association

### **19. I am wondering how the feedback will be integrated into the final decision. Are the survey results binding on Councils' final decision?**

Answer: The survey will be one of the tools Council uses in seeking public input and making a decision. The survey is not a referendum or vote and Council, having been mandated by community support in the municipal election, will be tasked with the final decision.

There is not a formula that will be used, but rather consideration will be given to the survey results, comments received, the Q & A's, and the research & reports that have been generated to date.

Public input has been an important part of the work we have been doing this term of Council, as we look at service delivery in all areas / departments of the municipality. Council has approached many difficult decisions with consideration of the tax rate, community needs and long term planning. Council does not have an easy road ahead, in giving consideration to all aspects of the review on the future of policing in Deep River.

The survey is an important element and it is the hope of Council that the people of Deep River will attend one of the scheduled Open Houses, review the material that is posted on our website at [www.deepriver.ca](http://www.deepriver.ca) and read the NRT article that will be in the paper this week to be fully informed before making up their minds. A lot of time, research, and consideration has gone into presenting this information. It is a very important decision for all of us, as residents of Deep River.

### Updated Questions and Answers as of June 12, 2017

**11. What effort has been put into looking into expanding DRPS into a "North Renfrew" police force? It may not be feasible for some reason I am unaware of, but it should have been presented as an option.**



Laurentian Hills	Upper Ottawa Valley	1561	\$ 450,561	\$ 289	1589	\$ 455,182	\$ 286
Perth South	Perth County	1709	\$ 553,748	\$ 324	1721	\$ 552,644	\$ 321
Atikokan	Rainy River District	1714	\$ 685,400	\$ 400	1712	\$ 693,320	\$ 405
Killaloe, Hagarty and Richards	Killaloe	1717	\$ 527,557	\$ 307	1754	\$ 513,257	\$ 293
Lucan Biddulph	Middlesex	1855	\$ 571,983	\$ 308	1925	\$ 575,303	\$ 299
Asphodel-Norwood	Peterborough	1878	\$ 639,479	\$ 341	1911	\$ 635,696	\$ 333
Sables-Spanish Rivers	Sudbury	1935	\$ 663,683	\$ 343	1982	\$ 680,146	\$ 343
Magnetawan	Almaguin Highlands	2011	\$ 508,376	\$ 253	2091	\$ 509,455	\$ 244
East Ferris	North Bay	2076	\$ 565,611	\$ 272	2165	\$ 573,511	\$ 265
Mattawa Group of Four	North Bay	2118	\$ 885,844	\$ 418	2157	\$ 874,760	\$ 406
Shuniah	Thunder Bay	2181	\$ 753,190	\$ 345	2252	\$ 761,591	\$ 338
Greater Madawaska	Renfrew	2695	\$ 717,375	\$ 266	2785	\$ 707,141	\$ 254
<b>Average</b>		<b>1954</b>	<b>\$626,901</b>	<b>\$321</b>	<b>2004</b>	<b>\$627,667</b>	<b>\$313</b>

Answer: The following table outlines the cost for municipalities with similar property counts to Deep River.

Updated Questions and Answers as of June 7, 2017

**7. What local “say” or control would this Town and local taxpayers have over policing if the OPP were chosen to police Deep River?**

Answer: The document titled “Civilian Governance OPP vs Municipal Police Service” on the OPP Costing Proposal page (link below) provides a comparison between a municipal police service model and the Ontario Provincial Police model.

<http://www.deepriver.ca/events/opp-costing-proposal-7863.html>

**8. How much do other communities pay for the Ontario Provincial Police services?**

Answer: The following link shows the costs for all Ontario municipalities policed by the OPP between 2015 and 2017

<http://www.opp.ca/index.php?&lng=en&id=115&entryid=58179f628f94acf555bef561>

Updated Questions and Answers as of June 6, 2017

**6. Under the calls for service model, if the Town of Deep River had a major event, such as a murder - would it cost us a million dollars?**

Answer: In the case of a major occurrence, such as a murder, the only extra cost to the municipality would be the overtime worked by the local Detachment officers in relation to the investigation. The municipality would not be billed for Regional or Provincial resources providing support for the investigation.

#### Updated Questions and Answers as of June 5, 2017

**1. Can you please provide an estimate of the severance costs to tax payers in the event of disbandment of the Deep River Police Service, pursuant to the requirements of the Police Services Act, 40(2)(a)?**

Answer: In the event that a decision is made to contract the OPP, the Ontario Civilian Police Commission (OCPC) would hold public hearings in the community prior to approving the disbandment of the DRPS.

See below from the OCPC transition manual:

*It is the role of OCPC to review and approve all requests for disbandment of municipal police services. As part of this review, OCPC must be satisfied that all employees of the disbanded police service will be treated fairly and equitably. This includes ensuring an agreement is in place with regard to severance pay or the matter is referred to arbitration.*

So 40 (2) would apply. In the case of DRPS, employees would be entitled to sick time and vacation time payouts. This calculation is provided for in Report Number 2017-CAO-003 on Page14 and 15 under "Liabilities" and totals \$181,492.31. The relevant section is pasted below:

#### **Sick Time and Vacation Liability**

*At the conclusion of 2016, DRPS personnel had approximately 3,500 hours of accumulated sick leave liability that is to be paid out by the employer when the employee leaves the employ of the municipality, for whatever reason. This liability will continue to increase as salaries increase and employees continue to build more accumulated sick leave. The Town's Auditors have identified accumulated sick leave as an unfunded liability that needs to be addressed by the Corporation.*

*In addition, DRPS employees at the end of 2016 had a total vacation carryover of 120 hours. For simplicity, the sick leave and vacation liability will be estimated at 4,000 hours to account for the unknown in 2017. A 1<sup>st</sup> Class Constable Salary will be used to determine the total liability.*

*Therefore, 4,000 hours X \$45.37 per hour = \$181,492.31.00 sick leave and vacation liability that would need to be paid to DRPS employees if a transition were to be made to the Ontario Provincial Police.*

*This liability will grow as each year passes under the current policing model. Capping this liability as soon as possible and eliminating the liability at the earliest possible opportunity is a positive financial step forward.*

There is no severance provisions in the current police contract that would require any severance payment other than the existing sick time, vacation time and any banked time that existed. Banked time is administered by the Police Service and is zeroed out at the end of every year. In accordance with the Police Services Act, the transition would have to be agreed to, or the matter would proceed to

arbitration. In light of the fact that employees would receive enhanced benefits and increased salaries with the OPP, it is expected that no severance would be required over and above the afore mentioned entitlements, as employees would not lose employment, or any earnings. If an employee voluntarily chose not to join the OPP, severance provisions would be required in accordance with the Employment Standards Act, or any other requirement within a negotiated agreement or arbitrator's award.

The Town is currently looking for examples of amalgamations to the OPP where no severance provisions existed in the collective Agreement. The Town will post more to this answer if it becomes available.

#### **Supplementary to question 1.**

- a. Will the Town acknowledge there may be severance liabilities beyond those contained in the current collective agreement?**

#### **Current Chief of Police Employment Contract**

**Your response is silent with respect to prematurely severing the contract of the current chief of police, which runs to mid-2019 if I am not mistaken. As you are no doubt aware, the Police Services Act, 40(2)(a) applies to all employees of the police service, including the chief.**

*Answer: As stated above, "If an employee voluntarily chose not to join the OPP, severance provisions would be required in accordance with the Employment Standards Act, or any other requirement within a negotiated agreement or arbitrator's award."*

- b. Could you please advise of the estimate of costs to prematurely sever the employment contract of the current chief of police?**

*Answer: The Town will not discuss personnel matters and/or employment relationships between the Police Services Board and identifiable individuals. Again as stated above, "If an employee voluntarily chose not to join the OPP, severance provisions would be required in accordance with the Employment Standards Act, or any other requirement within a negotiated agreement or arbitrator's award."*

#### **Former Chief of Police Employment Contract**

**As you know, there is an existing contractual commitment to pay the former chief of police, [REDACTED], the sum of \$200,000, pursuant to the following provision of his employment contract;**

**Given this employment contract was signed on July 16, 2013, the very day [REDACTED] served his notice of retirement, it seems quite evident the clause was included as an inducement to secure [REDACTED] retirement.**



Given the current process of the OPP costing proposal started in 2012, “prior to January 1, 2016”, and is a continuation of that process, it would appear there is a \$200,000 potential liability associated with the potential disbandment of our police service. The obligation seems pretty clear in my view. I appreciate there is some disagreement regarding the applicability of this liability. Nonetheless, I wonder why a footnote declaring this contract and the related potential liability is not included in your estimate of severance? Surely the principles of due diligence and openness espoused by the Town with respect to this process dictate some notation and recognition of this contract and the resulting liability would not only be appropriate, it would be prudent.

- c. **Could you please advise of what estimate has been determined with respect to the severance payable to the former chief of police, pursuant to his employment contract?**

Answer: To clarify, no severance is payable to any former Chief of Police as they are already severed from employment. The liability referred to in this question is comprehensively addressed in Report Number 2017-CAO-003 on Page 14. In addition, Council is currently undertaking a number of steps to investigate and address the potential liability, including the receipt of legal advice.

- d. **If the response to Question # 3 is zero (\$0), will the Town acknowledge the employment contract of the former chief of police, and officially acknowledge the potential maximum liability arising from said contract?**

Answer: Council has acknowledged this liability and the amount in Report Number 2017-CAO-003 when they received the information at the March 1<sup>st</sup>, 2017 Special Meeting of Council.

- e. **Why are severance payments not discussed and quantified in either the “Backgrounder” or the “Summary of Issues” reports, both which are apparently meant to be circulated to all households to provide information prior to the voting period?**

Answer: The liability costs identified in Report Number 2017-CAO-003 are payable to the employees of the Deep River Police Service, whether or not a decision is made to contract with the OPP. In fact, the liability for Sick Time will only increase as time passes. This is stated in the report. These costs are not included in the *Backgrounder* or the *Future of Policing in Deep River* documents because these costs are liabilities the Town currently has and will continue to have until such time as the entitled employees leave the employ of the Deep River Police Service.

Any costs associated with Section 40.2.a. of the Police Services Act relating to severance costs or an arbitrator’s award would be entirely unsubstantiated and pure speculation. The following link from the Ontario Civilian Police Commission website lists Section 40 Hearing Decisions dating back to 1989.

[http://ocpc.ca/english/DecisionInformation/PoliceRestructuring/policerestructuring.aspx?tpl=search\\_policerestructuring\\_result.aspx](http://ocpc.ca/english/DecisionInformation/PoliceRestructuring/policerestructuring.aspx?tpl=search_policerestructuring_result.aspx)

2. **Will the school programs and community programs such as the bike rodeo, continue, if we move to OPP?**

Answer: Yes. The OPP provide Community Policing and Outreach programs in all of the communities it serves. Existing programs would continue in Deep River, with ongoing evaluation and implementation in discussion with the Police Services Board and the Municipality to ensure policing is responsive to Community changes and needs.

- 3. If there is a call about a late night incident at a building, such as one of our schools, will the OPP support and be with the school board's senior staff person who may be responding in the middle of the night?**

Answer: Yes. The OPP respond to intrusion alarms and would ensure the safety of all persons at the site during the investigation.

- 4. What is the expected response time if there is an incident with a violent client in Emergency at our hospital? Are there response time expectations for DRPS and OPP?**

Answer: Response times for all Emergency Services, police, fire and paramedics are dispatched based upon priority and availability. Violent crimes of any type are a Priority 1 response and would be responded to immediately by any Police Service.

- 5. Would the OPP do funeral escorts?**

Answer: Yes. The OPP provide funeral escort services in other communities as part of the paid duty program. The funeral home or family would be responsible for the paid duty costs. However, if a decision is made to contract the OPP and escorting funeral processions is identified as a priority for the Town of Deep River, alternative processes could be implemented to support this service provision.

Updated Questions and Answers as of June 2, 2017

- 1. Can you please provide an estimate of the severance costs to tax payers in the event of disbandment of the Deep River Police Service, pursuant to the requirements of the Police Services Act, 40(2)(a)?**

**Answer:**

In the event that a decision is made to contract the OPP, the Ontario Civilian Police Commission (OCPC) would hold public hearings in the community prior to approving the disbandment of the DRPS.

See below from the OCPC transition manual:

*It is the role of OCPC to review and approve all requests for disbandment of municipal police services. As part of this review, OCPC must be satisfied that all employees of the disbanded police service will be treated fairly and equitably. This includes ensuring an agreement is in place with regard to severance pay or the matter is referred to arbitration.*

So 40 (2) would apply. In the case of DRPS, employees would be entitled to sick time and vacation time payouts. This calculation is provided for in Report Number 2017-CAO-003 on Page14 and 15 under "Liabilities" and totals \$181,492.31. The relevant section is pasted below:

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*In addition, DRPS employees at the end of 2016 had a total vacation carryover of 120 hours. For simplicity, the sick leave and vacation liability will be estimated at 4,000 hours to account for the unknown in 2017. A 1<sup>st</sup> Class Constable Salary will be used to determine the total liability.*

*Therefore, 4,000 hours X \$45.37 per hour = \$181,492.31.00 sick leave and vacation liability that would need to be paid to DRPS employees if a transition were to be made to the Ontario Provincial Police.*

*This liability will grow as each year passes under the current policing model. Capping this liability as soon as possible and eliminating the liability at the earliest possible opportunity is a positive financial step forward.*

There is no severance provisions in the current police contract that would require any severance payment other than the existing sick time, vacation time and any banked time that existed. Banked time is administered by the Police Service and is zeroed out at the end of every year. In accordance with the Police Services Act, the transition would have to be agreed to, or the matter would proceed to arbitration. In light of the fact that employees would receive enhanced benefits and increased salaries with the OPP, it is expected that no severance would be required over and above the afore mentioned entitlements, as employees would not lose employment, or any earnings. If an employee voluntarily chose not to join the OPP, severance provisions would be required in accordance with the Employment Standards Act, or any other requirement within a negotiated agreement or arbitrator's award.

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