

Agreement Regarding Special Constables

Between

**The Ottawa Police Service Board**

-and-

**City of Ottawa (Transit Services)**

-and-

**The Ottawa Police Service**

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THIS AGREEMENT MADE THIS 24th DAY JUNE OF 2024

BETWEEN:

**OTTAWA POLICE SERVICE BOARD**

(hereinafter referred to as "the Board")

-and-

**CITY OF OTTAWA (TRANSIT SERVICES)**

(hereinafter referred to as "the Special Constable Employer")

- and -

**OTTAWA POLICE SERVICE**

(hereinafter referred to as the "Police Service", respectively)

**WHEREAS** the Board is responsible for the provision of police services and law enforcement in the City of Ottawa pursuant to the provisions of the *Community Safety and Policing Act, 2019*, S.O. 2019, c. 1, Sched. 1 (hereinafter, the "**Act**");

**AND WHEREAS** the City of Ottawa is responsible for the provision of public transportation services and facilities pursuant to the *Municipal Act*, S.O. 2001, c. 25;

**AND WHEREAS** Transit Services Special Constables perform security functions on or in relation to its public transportation properties and assets within the City of Ottawa;



**AND WHEREAS** Transit Services Special Constables were appointed as Special Constables by the Board pursuant to the *Police Services Act*, R.S.O 1990, c. P.15 and a Memorandum of Understanding that Transit Services and the Board dated July 31, 2018;

**AND WHEREAS** the *Police Services Act*, R.S.O 1990, c. P.15 was repealed on April 1, 2024, and replaced with the *Act* with the appointments of existing Transit Services Special Constables being deemed to expire three years since the coming into force of the *Act*.

**AND WHEREAS** the Board will continue to have the power to appoint Transit Services Special Constables provided Transit Services obtains and maintains the status of a Ministry of the Solicitor General (hereinafter referred to as the "**Ministry**") approved Special Constable Employer under the *Act* and enters into an Agreement with the Board that meets the requirements under the *Act*;

**AND WHEREAS** Transit Services and the Board continue to develop a partnership whose objectives serve to ensure the safety and security of the citizens of Ottawa, specifically in relation to the public transit system;

**NOW THEREFORE IN CONSIDERATION OF** the mutual covenants set forth below, the parties agree as follows:

**Definitions**

1. Within this Agreement, the following definitions will apply;
  - a. "Act" refers to the *Community Safety and Policing Act, 2019*, S.O. 2019, c. 1, Sched. 1 including any regulations passed under it.
  - b. "Agreement" means this Agreement including all appendices.
  - c. "Board" refers to the Ottawa Police Service Board.
  - d. "Certificate of Appointment" has the same meaning as Certificate of Appointment under the *Act* and is the Certificate of Appointment issued by the Board upon the Board appointing a particular Transit Services Special Constable.
  - e. "Chief Special Constable" refers to the Chief Special Constable, City of Ottawa Transit Services Special Constable Unit.
  - f. "Chief of Police" or "Chief" refers to the Chief of Police of the Ottawa Police Service and will include a police officer designated by the Chief of Police to perform certain administrative functions.

- g. "City" refers to the City of Ottawa.
- h. "Equipment" as used in this Agreement, means the equipment used by Special Constables in the performance of their duties.
- i. "General Manager" refers to the General Manager, City of Ottawa Transit Services.
- j. "Misconduct" in the case of a Special Constable means misconduct as set out under Section 195 of the *Act* and any applicable regulation
- k. "Ministry" means the Ministry of the Solicitor General.
- l. "OC Transpo" refers to the corporate brand of the City of Ottawa Transit Services and any reference to this term within this Agreement shall be deemed to apply equally to City of Ottawa Transit Services.
- m. "Police Service" means the Ottawa Police Service as maintained by the Board.
- n. "Peace Officer" means a Peace Officer as defined under the *Criminal Code* and includes a Transit Services Special Constable employed for the preservation and maintenance of the public peace.
- o. "Special Constable" means a Transit Services employee appointed as a Special Constable under the *Act*, except where the context reflects that it simply means a *Special Constable* under the *Act*.
- p. "Special Constable Employer" in this Agreement means the status of the City of Ottawa Transit Services, being authorized by the Solicitor General to employ Transit Services Special Constables appointed by the Board and refers to City of Ottawa Transit Services Department.
- q. "Transit Vehicle" means a vehicle owned by or leased or under contract to the City for use in the passenger transportation system including but not limited to a patrol vehicle, bus, van or light rail vehicle.

**Term, Termination, and Amendments**

- 2. This Agreement will commence on the date of execution above, for a period of sixty (60) months.
- 3. During the term of this Agreement, any proposed Special Constable appointment will have a term of appointment which ends on the same date as the expiry of this Agreement.
- 4. Not less than ninety (90) days prior to the expiry of this Agreement, the parties will engage in a process of program review and candidate consideration for renewal of existing Special

Constable appointments. The Chief Special Constable will put forward a recommendation to the Chief and the Board for consideration with respect to the process of renewal.

5. This Agreement may be terminated by the Board or the Special Constable Employer by the party providing the other party with written notice of intention to terminate the Agreement, ninety (90) days prior to the date of termination. Upon termination initiated by the operation of this section, the Board will notify all Special Constables that it intends to suspend their appointment. Any suspension of appointment shall be in accordance with the *Act*.
6. If this Agreement is breached by the Special Constable Employer and such breach is not rectified to the satisfaction of the Board within thirty (30) days after notice of such breach is given by the Board to the Transport Services, the Board may:
  - a. Suspend or terminate the appointment of any Special Constable or Special Constables, either individually or collectively as the case may be, subject to the doing so in accordance with the *Act*; or
  - b. Terminate this Agreement.
7. If any Special Constable breaches this Agreement, the Board may suspend or terminate their appointment, subject to doing so in accordance with the *Act*.
8. The Parties may periodically review this Agreement and propose any amendment at any time. Any amendment, including alteration, renewal, or addition, must be in writing and signed by the Parties.

#### **Designates**

9. For the purposes of the administration of this Agreement, the Board shall designate the Chief of Police to perform some or all of the Board's administrative functions under this Agreement.
10. For the purposes of the administration of this Agreement, the Special Constable Employer shall designate the General Manager, or his/her designate to perform some or all of the Special Constable Employer's administrative functions under this Agreement.
11. Subject to Section 9 of this Agreement, the Chief of Police shall designate one officer as his/her designate, with respect to the day-to-day administration of this Agreement, and will advise the General Manager of the appointment.

12. Subject to Section 10 of this Agreement, the General Manager shall designate the Chief Special Constable as his/her designate with respect to the day-to-day administration of this Agreement and will advise the Chief of Police of the appointment.

#### **Special Constable Employer Status and Certificates of Appointment**

13. The Special Constable Employer shall obtain and maintain from the Solicitor General authorization under the *Act* to employ Special Constables.
14. The Parties agree that, in accordance with paragraph 3(i.) of Section 7 of O. Reg. 396/23, the terms and conditions that form part of a Special Constable's Certificate of Appointment regarding the types of incidents which the Special Constable may respond to, and any investigations they may undertake, shall only be those specified under this Agreement, including the sections: Powers and Responsibilities of Special Constables and Geographic and other Limitations.
15. The General Manager or Designate shall notify the Board and the Chief upon obtaining authorization as a Special Constable Employer under the *Act* and provide the Board and the Chief with notice of any amendments to its Special Constable Authorization and the Board shall make any necessary amendments to Special Constable Certificates of Appointment under the *Act*.

#### **Qualifications for Appointment of Special Constables**

16. Prior to proposing a candidate for appointment as a Special Constable, the Special Constable Employer shall ensure that all candidates for appointment meet all its own internal selection policy and process requirements for employment, the requirements under the *Act* and related regulations, the requirements of this Agreement including Appendix A of this Agreement and any criteria identified by the Chief of Police or the Board pursuant this Agreement.
17. The Special Constable Employer shall ensure existing employees of the Transit Special Constable Unit who have been put forward as candidates for appointment as of the date of execution of this Agreement have complied with Steps 1, 2, 4, 5, 6, and 7 of Appendix A to this Agreement.
18. The Special Constable Employer shall conduct, at its own expense, for each applicant, such background investigations, and tests, as the Chief of Police or the Board require to determine the suitability of the applicant to be appointed as a Special Constable.

19. The Special Constable Employer shall not propose a candidate for appointment as a Special Constable, if the results of the background investigations for that candidate are unsatisfactory to the Special Constable Employer, or if that applicant has failed to meet any other Special Constable Employer requirements.
20. Every candidate for the renewal of a Special Constable appointment will be required to meet the standards for the background investigation procedures in Steps 4, 5, 6 and 7 of Appendix A of this Agreement. The steps referred to may change from time to time in accordance with changes in legislation or Board or Special Constable Employer policy.
21. Pursuant to Section 92(11) of the Act, a Special Constable's appointment shall be immediately terminated, without notice and without an opportunity to respond, if they cease to be an employee of the Special Constable Employer.

**Procedure for Appointment of Special Constables**

22. The Special Constable Employer shall forward to the Chief of Police, in respect of each candidate that it is proposing for appointment or renewal of appointment, all documents in support of the application, including:
  - a. Confirmation that the candidate meets all the requirements for appointment as a Special Constable as set out under the Act;
  - b. The results of the background investigations and tests referred to above and in Appendix A;
  - c. Fully executed waivers and consent forms completed by the candidate to authorize any further background investigations which the Chief of Police might require; and
  - d. Written confirmation of the candidate's successful completion of the training that is required under Subsection 92(1)(f) of the Act and the curriculum that forms part of this Agreement (Appendix E).
23. The Chief of Police may request such further or other information as the Chief may reasonably require in respect of a candidate and the Special Constable Employer shall use its best efforts to provide such information.
24. The Special Constable Employer undertakes that all information provided to the Board and the Chief of Police regarding a candidate shall be true, accurate, and reliable to the best of the Special Constable Employer's knowledge. During the selection process the Special Constable Employer shall require each candidate to attest to the truthfulness and accuracy of the information provided.

25. The Chief of Police shall review the application packages for all candidates for appointment as a Special Constable prior to forwarding them to the Board. The Chief of Police will advise the Board and the Special Constable Employer whether the Chief is of the view that the candidate meets all the requirements for appointment.
26. The Board, in its discretion, may appoint as Special Constables under the *Act*, person(s) who meet the requirements set by the Special Constable Employer, the *Act* and as set out in this Agreement.
27. The Board shall not appoint a candidate as a Special Constable if the candidate does not meet all of the requirements for appointment, including the results of the tests, or the background investigations identified at Appendix A, for that candidate applicant.
28. The Board shall issue a certificate of appointment for all Special Constable Employer Special Constables in a form which is in accordance with the requirements of the *Act*, including the incorporation of any terms and conditions of the Special Constable Employer's authorization from the Solicitor General to employ Special Constables. Upon their appointment by the Board, the named Special Constable Employer Special Constables shall be identified as OC Transpo Special Constables.
29. If any material misrepresentation or omission (whether the misrepresentation or omission is intentional or not) is discovered by the Chief of Police or the Board to have been made in connection with any applicant, including the answers supplied to the background inquiries and tests referred to above, whether or not the Special Constable Employer was aware of the misrepresentation or omission at the time of making the request for an appointment or providing the information to the Board or Designate, the Board will consider whether to terminate the appointment of that Special Constable or take any other permitted action, subject to doing so in accordance with the *Act*.
28. All expenses associated with the application and appointment process shall be borne by the Special Constable Employer.
29. Special Constables, if any, employed by the Special Constable Employer on the date of execution of this Agreement shall continue as Special Constables for the duration of the term of their appointments and are subject to the terms and conditions of this Agreement.

**Notice of Termination of Employment**

30. The Special Constable Employer shall forthwith advise the Board and the Chief of Police, in writing, when a Special Constable is placed on a leave of absence, with or without pay, for the purposes of investigating any allegation which could reasonably be regarded as misconduct pursuant to the *Act*, the regulations or otherwise.

31. The Special Constable Employer shall forthwith advise the Board and the Chief of Police, in writing, when an individual ceases to be employed as a Special Constable or is suspended from duties, with or without pay as a result of any disciplinary action respecting their performance of duties as Special Constables or a failure to meet any of the requirements for Special Constables pursuant to the *Act* or the regulations or this Agreement .

### **Special Constable Support Staff**

32. The Special Constable Employer shall ensure Special Constable Support Staff are hired in accordance with the requirements and process set out under Appendix B under this Agreement.

### **Training**

33. The Special Constable Employer is, and shall remain, responsible for the training of applicants as Special Constables in accordance with the *Act* and training standards specified by the Chief of Police or the Board, as described in Appendix E, as modified, from time to time with the approval of the Board and the Chief of Police.

34. Every applicant shall be trained, and every Special Constable shall remain trained, qualified, and current in all components of use of force, powers, duties, and responsibilities in accordance with the *Act* and training standards specified by the Chief of Police or the Board as described in Appendix E. The Board shall inform the General Manager or designate of changes and updates to the training standards, and the Special Constable Employer shall forthwith provide such modified or additional training for its applicants as Special Constables.

35. All costs and expenses associated with the initial training of applicants and further or additional or maintenance training of Special Constables shall be the responsibility of the Special Constable Employer.

36. Subject to any requirements under the *Act*, upon the recommendation of the Chief of Police, the Board, in its sole and unfettered discretion, may partially or wholly exempt a Special Constable candidate from some of, or all, the training specified under the terms of this Agreement. In all cases there must be satisfactory written confirmation that the candidate has already successfully completed such training.

**Powers and Responsibilities of Special Constables**

37. Subject to the limitations set out in the Act and this Agreement and for the purpose of carrying out Special Constable duties under this Agreement, the Board shall confer the following powers and responsibilities on Special Constables that may be included in Special Constable Certificates of Appointment:

- a. The powers of a police officer under statute listed in column 1 below and corresponding purposes and for the purposes set out opposite in column 2:

<p><b>1- Powers of a Police Officer Under Statutes and Corresponding Purposes:</b></p>	<p><b>2- Purposes for Which a Person May Act as a Special Constable:</b></p>
<p>For purposes set out in paragraphs 1, 2, 3, 6, 9, 10 or 11 in column 2:</p> <ul style="list-style-type: none"> <li>- <i>Cannabis Control Act</i></li> <li>- <i>Courts of Justice Act</i></li> <li>- <i>Liquor Licence and Control Act, 2019;</i></li> <li>- <i>Mental Health Act;</i></li> <li>- <i>Provincial Offences Act;</i></li> <li>- <i>Safe Streets Act, 1999;</i></li> <li>- <i>Smoke-Free Ontario Act; and</i></li> <li>- <i>Trespass to Property Act.</i></li> </ul> <p>For purposes set out in paragraphs 1, 2, 3, 9, 10 or 11 in column 2: <i>Youth Criminal Justice Act (Canada).</i></p> <p>For purposes set out in paragraphs 4, 5 or 7 in column 2:</p>	<p><b>1.</b> Providing security in relation to the premises of the Special Constable Employer.</p> <p><b>2.</b> Assisting police officers or First Nation Officers in performing policing functions in relation to the premises of the Special Constable Employer, including assisting with investigations into criminal offences or missing persons.</p> <p><b>3.</b> For the purposes of paragraph 2, assisting with investigations may include:</p> <ul style="list-style-type: none"> <li>i. Interviewing members of the public regarding alleged offences or missing persons,</li> <li>ii. Detaining, arresting or releasing individuals while acting under the direction of a police officer or First Nation Officer,</li> <li>iii. Securing or preserving evidence under the direction of a police officer or First Nation Officer,</li> <li>iv. Seizing or storing evidence under the direction of a police officer or First Nation Officer,</li> <li>v. Securing crime scenes, and</li> <li>vi. Storing or processing evidence under the direction of a police officer or First Nation Officer.</li> </ul> <p><b>4.</b> Preparing and serving summonses or other legal documents.</p> <p><b>5.</b> Executing warrants or other court orders on the premises of the Special Constable Employer.</p> <p><b>6.</b> Laying charges while acting under the direction of a police officer or First Nation Officer.</p> <p><b>7.</b> Swearing informations.</p> <p><b>8.</b> Directing traffic on the premises of the Special Constable Employer.</p>



<ul style="list-style-type: none"> <li>- <i>Courts of Justice Act;</i> <i>and</i></li> <li>- <i>Provincial Offences Act.</i></li> </ul>	<p><b>9.</b> Subject to paragraph 10, performing law enforcement functions in relation to an incident on the premises of the Special Constable Employer while not acting under the direction of a police officer or First Nation Officer.</p> <p><b>10.</b> A Special Constable performing law enforcement functions in relation to an incident in accordance with paragraph 9 shall transfer responsibility for law enforcement functions in relation to the incident to a member of the police service responsible for the area in which the incident occurred,</p> <ul style="list-style-type: none"> <li>i. Promptly where a person has been arrested or detained,</li> <li>ii. In relation to an investigation, other than an investigation into a breach of a municipal by-law or a provincial offence that may be prosecuted under Part I of the Provincial Offences Act, after interviewing any involved persons and collecting any evidence that may be collected without a warrant, and</li> <li>iii. In all other circumstances, in accordance with any requirements set out in the procedures governing the performance of the duties of Special Constables that are established pursuant to an agreement between the Special Constable Employer and the police service board or Commissioner, as applicable, that appointed the Special Constable.</li> </ul> <p><b>11.</b> Performing policing functions, other than law enforcement functions, that do not otherwise fall within a purpose for which the Special Constable may act as a Special Constable in relation to incidents that require a policing response and that occur on the premises of the Special Constable Employer, until members of a police service are able to respond to the incident.</p>
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b. The powers of a Peace Officer under the following provisions of the *Criminal Code*, R.S.C. 1985, c. C-46:

<b>Provision:</b>	<b>Section:</b>
Resist or Obstruct Peace Officer	Section 129
Personating a Peace Officer	Section 130
Obstructing Justice	Section 139
Public Mischief	Section 140
Escape Lawful Custody	Section 145(1)
Fail to Comply with appearance notice or summons	Section 145 (3)
Fail to Attend Court	Section 145 (2)
Failure to comply with order	Section 145(5)

Fail to Comply OIC Undertaking	Section 145
Indecent Act	Section 173
Cause Disturbance	Section 175
Common Nuisance	Section 180(1)
Interfering with transportation facilities	Section 248
Uttering Threats	Section 264.1
Assault	Section 266
Assault With a Weapon	Section 267(a)
Assaulting a Peace Officer	Section 270
Theft Over and Under \$5,000	Section 334(a)(b)
Possession of Property Obtained by Crime	Section 354(1)
False Pretences Under \$5,000	Section 362(2)(b)
Uttering a Forged Document	Section 368
False Information	Section 372(1)
Harassing Communications	Section 372(3)
Fraud Under \$5,000	Section 380(1)(b)
Fraud in Relation to Fares	Section 393(3)
Personation	Section 403
Mischief Under \$5,000	Section 430(4)
Mischief Over \$5,000	Section 430(3)
False Alarm of Fire	Section 437
Fail to Comply with Probation Order	Section 733.1
Fail to Comply with Recognizance	Section 811
Arrest without warrant by a peace officer	Section 495

- c. The powers of a Peace Officer under the offences listed in Sections 4(3), 4(4), 4(5), 4(6) of the *Controlled Drugs and Substances Act*, S.C. 1996, c.19.
- d. The powers of a Peace Officer under the *Child, Youth and Family Services Act*, 2017, S.O. 2017, c.14, Sched. 1, as amended, Sections 83(4), 136(5), 172(1) (2).

38. Nothing in this Agreement shall serve to limit the Peace Officer authorities of Special Constables to arrest without warrant, at Common Law or under Section 495 of the *Criminal Code* of Canada.

39. In carrying out their duties under this Agreement, Special Constables shall follow the enforcement procedures agreed to by the Special Constable Employer and the Board.

#### **Geographic Jurisdiction and Other Limitations**

40. The geographic jurisdiction of Special Constables is restricted to:

- a. All properties and facilities under the control of the Special Constable Employer including Transit Vehicles;

- b. The City;
  - i. If an incident occurs on or in relation to the Special Constable Employer assets referred to in Subsection 39(a) above.
  - ii. While Special Constables are transporting persons in custody as permitted under this Agreement.
  - iii. For the purposes of the transportation of seized property to a Police Service facility or an approved Police Service Evidence Locker located within the Special Constable Employer, the possession of which would otherwise constitute a criminal offence. For the purposes of the transportation of seized drugs or narcotics to an approved Police Service Drug Evidence Safe located within the Special Constable Employer.
  - iv. For the purposes of the possession of Equipment identified in this Agreement, which but for the Special Constable designation would constitute a criminal offence.

41. Subject to further restrictions or modifications imposed by the Board through its approval process or the *Act* and applicable regulations or the Special Constable Employer itself, the Special Constable Employer's Special Constables are specifically prohibited from:

- a. a. Carrying firearms;
- b. Initiating or taking part in vehicle apprehension pursuits in any manner whatsoever; and
- c. Using or carrying any Equipment not authorized under the *Act*, the regulations or this Agreement.

42. Special Constables are prohibited from identifying themselves as Police. Police Officers, Police Constables or as employees or members of the Police Service.

43. The General Manager shall ensure that Special Constables refrain from using or displaying any identification issued by, or the property of, the Police Service or the Board, without the prior written consent of the Chief of Police and the Board.

#### **Equipment and Uniforms**

44. The Special Constable Employer shall supply Special Constables with uniforms that meet all applicable requirements under the *Act* and the regulations.

45. The Equipment approved for use by Special Constables, is set out in Appendix C to this Agreement.

46. All Equipment and uniforms will be issued to Special Constables by, and shall be paid for, by the Special Constable Employer after consultation with the Board and the Chief of Police All Special Constable Equipment shall comply with all the conditions, legislation or regulations imposed by the *Act* and the regulations.
47. No material change or modification in any Equipment will be made, or additional Equipment issued to Special Constables by the Special Constable Employer without the prior written approval of the Board and the Chief of Police.

**Policies, Procedures, Standards, and Rules**

48. Police Service policies, procedures, standards and rules applicable to the duties and responsibilities of Special Constables, including any directives or policies governing any Special Constables appointed by the Board, in effect as of the date of the execution of this Agreement, shall be forwarded to the Special Constable Employer on or before the date of execution of this Agreement.
49. The Police Service shall consult with the Special Constable Employer with respect to any changes in policies, procedures, standards, and rules referred to in Section 48 of this Agreement. The Police Service shall forward copies of any such change to the General Manager or designate upon their enactment by the Police Service.
50. The Special Constable Employer law enforcement policies, procedures, rules and standards relating to Special Constables will be provided to the Chief of Police prior to the date of the execution of this Agreement. The General Manager or Chief Special Constable shall forward copies of any changes to the Chief of Police upon their enactment by the Special Constable Employer.
51. The Special Constable Employer shall consult with the Board and the Chief prior to changing its;
  - a. Enforcement policies or enforcement rules;
  - b. Standard operating procedures;
  - c. Reporting protocols;and shall forward copies of any such change to the Chief upon their enactment by the Special Constable Employer.
52. In accordance with Ontario Regulation 396/23, the Special Constable Employer shall have:
  - a. A records management system that provides for the storage, retrieval, retention, manipulation and archiving of information pertaining to the activities of Special Constables performed for the Special Constable Employer.

- b. Procedures governing the performance of the duties of Special Constables employed by the Special Constable Employer.
  - c. Procedures for obtaining assistance in an emergency from Police Service that have been approved by the Board and the Chief.
53. The Special Constable Employer shall adopt the Special Constable Code of Conduct that all Special Constables must comply with as outlined under Ontario Regulation 410/23.
54. The Special Constable Employer shall adopt a system, which includes written procedures, for supervising and evaluating, on a regular basis, the exercise of the Special Constable's powers and the overall performance of their duties.
55. The Special Constable Employer shall adopt Police Service policies, procedures, standards and rules applicable to the duties and responsibilities of Special Constables, including any directives or policies governing any Special Constables appointed by the Board, in effect as of the date of the execution of this Agreement, shall be forwarded to the Special Constable Employer on or before the date of execution of this Agreement.
56. The Special Constable Employer shall adopt a disciplinary procedure regarding all matters related to the exercise of the Special Constable's authority and the performance of their duties, whether these matters arise as a result of external complaints or from the internal supervision of the Special Constable.

### **Confidentiality**

57. For the sole purpose of carrying out their duties under this Agreement, Special Constables may be provided by the Police Service with such confidential police information requested by them, subject to the unfettered discretion of the Board or the Chief of Police to refuse to provide some or all such information. The Police Service Communications Centre shall be the main point of contact to obtain confidential police information. The Police Service CPIC unit shall be the main point of contact for querying CPIC records, per the CPIC Proxy Agreement between the Police Service and the Special Constable Employer.
58. The Special Constable Employer will respect the confidential nature of the information referred to in section 57 of this Agreement and shall comply with the applicable provisions of the *Municipal Freedom of Information and Protection of Privacy Act*, the *Act, Freedom of Information and Protection of Privacy Act* and the applicable policies of CPIC and the Chief and the Board in this regard.

59. All confidential information received by one Party from the other Party will be held in the strictest of confidence and shall not be subsequently disclosed, in accordance with applicable policies, procedures, and rules or the express consent of the Party that supplied the information.
60. The Special Constable Employer shall ensure that their Special Constables strictly maintain the confidential nature of the information referred to in this Agreement and, in addition, shall comply with all Special Constable Employer and City privacy policies in this regard. Any breach of this provision may constitute misconduct and be subject to investigation pursuant to the provisions set out below.
61. As a condition of designation as a Special Constable, each individual must swear or affirm an oath of office and an oath of secrecy in accordance with the oath that is prescribed in Ontario Regulation 416/23. Any Special Constable Employer employee not designated as a Special Constable but whom, as a function of their job description, may come into possession of information provided by the Police Service and other law enforcement agencies, will be required to swear an appropriate oath of secrecy prior to receiving any such information.
62. The Special Constable Employer will put physical security measures in place to ensure that information provided by the Police Service, Ontario Police Technology Information Co-operative, and the RCMP, as a function of this Agreement, is restricted from access by unauthorized personnel.
63. The parties acknowledge that they are both subject to the *Municipal Freedom of Information and Protection of Privacy Act* (MFIPPA) and shall comply with all applicable privacy requirements under MFIPPA.
64. The Parties acknowledge that they are both subject to the access to information requirements and processes under MFIPPA. In the event one party receives a request for a record originally produced by the other party or receives a request for a record for which the other party received first, the parties shall consult with one another, transfer, or forward the request in accordance with the processes set out under MFIPPA.
65. Sections 57 through to 65 shall survive the termination of this Agreement.

#### **Transportation of Persons to be Detained**

66. Persons arrested by Special Constables whose continued detention is lawful shall be turned over to the custody of a Police Service police officer as soon as practicable.

67. If the Police Service determines it is not practical for a Police Officer to attend the scene and take custody of the person under arrest and in the custody of the Special Constable, the arresting Special Constable will telephone the Police Service Central Cellblock Unit Sergeant and seek direction. The Central Cellblock Sergeant may direct the Special Constable to transport the person in custody to the Police Service Central Cellblock located at 474 Elgin Street if they determine that the continued detention of the arrested person is necessary.
68. When transportation is authorized, the arresting Special Constable will thoroughly search, handcuff, and transport the person under arrest in a vehicle configured with a divider screen between the person under arrest and the driver area. A minimum of two (2) Special Constables will be assigned to transport the person under arrest. In the event a person under arrest cannot be handcuffed behind their back due to a physical restriction or injury, the arresting Special Constable will document the reason and the action taken to secure the person.
69. The Police Service will provide entry to 474 Elgin St. to Special Constables when transporting an arrested person to be held in custody. Special Constables shall use the intercom button upon arrival at the entry gate, this will alert the Central Staff Sergeant. Special Constables are to state the reason for attending and will be granted access. Police Service will also make best efforts to provide Special Constables with services not otherwise available to Special Constables in the execution of their duties to process a person in custody.
70. If the person in custody is required to attend a Show Cause hearing, Special Constables will complete all court related administrative requirements as well as provide a liaison officer to the Central Cellblock for Weekend and Statutory holiday appearances.
71. For the purposes of dealing with Intoxicated Persons as defined by the *Liquor Licence and Control Act*, Subsection 31(1), a Special Constable, after determining that an appropriate facility will accept the person, may transport the person to an approved detoxification center or to a medical facility.

### **Seizure of Property**

72. Property seized as evidence by Special Constables, including from persons in custody, shall be turned over to the Police Service immediately if the Police Service is holding the person from whom it was seized in custody, or if the Police Service is taking over the investigation of the offence.



73. Property seized as evidence by Special Constables, from persons in custody, in circumstances in which the investigation of a criminal offence has not resulted in a mandated response from the Police Service, as provided for in Appendix D, shall be marked in accordance with established standards, having regard for evidence continuity standards established by the Courts and shall be stored in an approved locker and holding room.
74. Property seized as evidence by Special Constables, from persons subject to prosecution under the *Liquor License and Control Act*, will be sealed in accordance with Police Service policies having regard for evidence continuity standards established by the Courts
75. Property seized in accordance with sections 72 through to 74 that is not turned over to the Police Service shall be the sole responsibility of the Special Constable Employer for ensuring continuity and appropriate disposal, including the return of seized property or evidence.

#### **Reporting Requirements**

76. The Special Constable Employer shall comply with the reporting requirements under this Agreement including Appendix D, including reporting the types of incidents that Special Constables respond to and the types of investigations they undertake as required under paragraph 3(ii) of Section 7 of Ontario Regulation 396/23.
77. The Special Constable Employer will establish standards that will result in the statistical recording of the exercise of any conferred authority by Special Constables.
78. In accordance with the standards for Use of Force for the Police Service, the Special Constable Employer shall require that Special Constables complete a Use of Force report on every occasion that Use of Force options beyond physical control and handcuffing are exercised and that report will be submitted to the Chief of Police for review by the Police Service Professional Development Centre.
79. The Special Constable Employer shall ensure that all incidents of a criminal nature, if not responded to by Police Service personnel, are made the subject of a report and submitted, in a timely manner, to the Police Service in a format compatible with the Police Service Records Management System.
80. The Special Constable Employer will forward to the Chief of Police a written report detailing all arrests, occurrences, complaints, and use of force incidents that are serious or newsworthy that Special Constables have been involved in within the previous twenty-four (24) hour period. The report should include the badge number of any member of the Police Service consulted by, or giving direction to, Special Constables.
81. On a quarterly basis, the Special Constable Employer shall provide the Board and the Chief with a written summary of incidents of interest, incidents involving the exercise of authorities conferred as a result of Special Constable designation and incidents involving Special Constables' Use of Force.



82. The Special Constable Employer shall provide to the Board and the Chief an annual report with statistical information including but not limited to information regarding enforcement activities, training, supervision, complaints, use of force and other issues of concern and such further categories of relevant information as may be requested by the Board or Chief from time to time.
83. At any time, if requested by the Board or the Chief, the Special Constable Employer shall report on any aspect of this Agreement, including its operation and administration, within the time specified in such request.

### **Accountability**

84. The Special Constable Employer is accountable to the Board for all actions taken in relation to the exercise of the Special Constable powers granted by this Agreement.
85. The General Manager shall ensure compliance by Special Constables with the *Act*, the applicable Regulations thereunder, including those with respect to the Use of Force as well as compliance with the Special Constable Employer internal policies and procedures and all Police Service rules, policies, standards, and procedures applicable to the duties and responsibilities of Special Constables.
86. The Board shall comply with applicable Police Service Board obligations and duties under the *Act* and this Agreement including its role with respect to the appointment, suspension and termination of appointment of the Special Constable Employer Special Constables.
87. Special Constables shall comply with those provisions of the *Act*, including those with respect to the Use of Force. Special Constables shall further comply with all Special Constable Employer internal policies and procedures and all Police Service rules, policies, standards, and procedures applicable to the duties and responsibilities of Special Constables. This includes any directives or policies of the Police Service for any Special Constables appointed by the Board.
88. Nothing in this Agreement shall be construed to deem the Special Constable Employer employees who are either candidates for appointment or are Special Constables, to be employees of the Board or members of the Police Service.

### **Investigation of Complaints**

89. Subject to Section 77 of this Agreement, all complaints concerning the conduct of one or more Special Constable Employer's Special Constables shall be investigated by the Special Constable Employer to determine whether the Special Constable's conduct constitutes misconduct, contravened the terms and conditions of the Special Constable's Certificate of Appointment, or contravened any provision of the *Act*.

90. If a complaint alleges conduct that may constitute criminal conduct by any person, the Special Constable Employer shall forthwith refer the complaint for investigation to the Chief of Police.
91. The Special Constable Employer shall investigate complaints and allegations of Misconduct by current and former Special Constable Employer Special Constable Unit employees in accordance with its Appendix F and the provisions of the *Act*, including Ontario Regulation 411/23.
92. The Special Constable Employer shall publish notice on the Internet informing members of the public on how to make a complaint about the conduct of a Special Constable. The Chief Special Constable will receive the written complaints and advise the complainant in writing of the outcome of the investigation.
93. The Board or the Chief shall notify the Special Constable Employer of any complaints it receives in relation to Special Constables and forward the complaint to the Special Constable Employer as required under Ontario Regulation 411/23.
94. The Special Constable Employer shall provide the Board and the Chief with the results of its complaints investigations:
- a. Forthwith, if the Special Constable Employer finds Misconduct, including a breach of any provision of this Agreement, on the part of Special Constable; or
  - b. Quarterly, if the Special Constable Employer finds no Misconduct on the part of Special Constables, together with copies of all investigative documentation, for the review by the Chief of Police or the Board.
95. In addition to any findings of Misconduct by Special Constables following a complaints investigation, the Special Constable Employer shall forward immediately to the Board and the Chief, any information the Special Constable Employer receives or has in its possession concerning Misconduct or alleged Misconduct. This includes a breach of any provision of this Agreement by a Special Constable, whether allegedly committed before or after the date of his/her appointment as a Special Constable, occurring up to one year prior to the date of execution of this Agreement and from the date of execution of this Agreement forward.
96. If a Special Constable is found to have engaged in conduct that constitutes Misconduct, contravened the terms and conditions of their Certificate of Appointment or contravened any provision of the *Act*, the Special Constable Employer shall take appropriate action to remedy the contravention as required by section 98 of the *Act*.
97. It is understood and agreed that the disciplinary measures imposed are at the sole discretion of the Special Constable employer. However, the Board may conduct its own analysis to determine if there has been a contravention of any conditions of the Certificate of Appointment that may result in suspension or termination of appointment.
98. The Board may suspend or terminate that Special Constable's appointment subject to the requirements of the *Act*.

99. The Special Constable Employer shall notify the Board and the Chief if there is any change to the employment status of a Special Constable or it becomes aware of any information that might reasonably affect an assessment of whether the Special Constable meets the criteria for appointment as a Special Constable set out under the *Act*.

### **Insurance and Indemnification**

100. During the term of this Agreement, the Special Constable Employer shall obtain and maintain in full force and effect, Commercial General Liability insurance issued by an insurance company authorized by law to carry on business in the Province of Ontario, providing for, without limitation, coverage for personal injury, public liability, and property damage. Such policy shall:

- a. Have inclusive limits of not less than Five Million Dollars (\$5,000,000.00) for injury, loss or damage resulting from any one occurrence;
- b. Contain a cross-liability clause endorsement of standard wording;
- c. Name the Police Service, the Chief of Police of the Police Service, the Police Service Board, the Ministry of the Solicitor General as additional insured parties and, without in any way limiting the generality of the foregoing, with respect to any of the obligations under this Agreement, the provision of Services under this Agreement or any claim arising from the Special Constable Appointments;
- d. names the Crown in right of Ontario as an additional insured party.

101. During the term of this Agreement, the Special Constable Employer shall provide and maintain in full force and effect motor vehicle liability insurance in respect to owned or leased licensed vehicles subject to a limit of not less than Two Million Dollars (\$2,000,000.00) inclusive per occurrence for bodily injury, death, and damage to property, including the loss of use thereof.

102. Each party (the "Indemnifying Party") shall indemnify, defend and hold harmless the other party (the "Indemnified Party"), its affiliates, and its respective officers, directors, employees, agents, and representatives from and against any and all claims, damages, losses, liabilities, judgments, settlements, costs and expenses (including reasonable legal costs) arising from or in connection with any breach of this Agreement.

103. The provisions in section 89 shall survive the termination and expiry of the Agreement.

### **Notices**

104. Notices under this Agreement shall be in writing and sent by registered mail, courier with signature for receipt or an encrypted email.

105. Notices by registered mail, courier with signature for receipt or an encrypted email shall be deemed to have been received at the time of delivery or transmission.

106. In the event of an interruption in postal service, notice shall be given by personal delivery or an encrypted email.

107. Notices to the parties shall be sent to the following addresses:

Ottawa Police Service Board  
474 Elgin Street  
P.O. Box 9634 Station T  
Ottawa, ON, K1G 6H5  
Telephone: (613) 236-1222  
Fax: (613) 236-9360

Chief of Police  
Ottawa Police Service  
474 Elgin Street  
P.O. Box 9634 Station T  
Ottawa, ON, K1G 6H5  
Telephone: (613) 236-1222  
Fax: (613) 236-9360

General Manager of Transit Services  
OC Transpo  
1500 St. Laurent Blvd., Ottawa, ON, K1G 0Z8  
Telephone: (613) 580-2424  
Fax: (613) 741-7359

108. The parties may at any time provide notice of a change of in the name and/or contact information in Section 107.

#### **Cooperation and Exchanges of Information**

109. The Special Constable Employer and the Police Service shall seek out means of building a linked, mutually beneficial activity analysis capacity, in order to effectively address issues related to community or employee safety, on or in relation to the Special Constable Employer properties or assets.

110. The Board and the Special Constable Employer recognize the importance of and need for timely and appropriate exchanges of information and each party agrees to inform the other of material matters relevant to this Agreement as soon as practicable and in accordance with applicable statutes and regulations

### **Waiver**

111. The failure of a party to insist upon strict performance of a term of this Agreement on one or more occasions will not be construed as a waiver of its rights to require strict performance on further occasions; instead, all obligations shall continue with full force and effect.

### **Governing Law**

112. This Agreement and the rights, obligations and relations of the parties shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal and provincial laws applicable therein. The parties agree that the Courts of Ontario shall have jurisdiction to entertain any action or other legal proceedings based on any provisions of this Agreement. The parties do hereby attorn to the jurisdiction of the Courts of the Province of Ontario.

### **Headings**

113. The parties agree that the headings in the Agreement form no part of the Agreement and have been inserted for convenience of reference only.

### **References**

114. Any reference in this Agreement to all or any part of any statute, regulation or rule shall, unless otherwise stated, be a reference to that statute, regulation or rule or the relevant part thereof, as amended, substituted, replaced or re-enacted from time to time.

**IN WITNESS WHEREOF** the parties have executed this Agreement on the date set out on the cover page.

SIGNED, SEALED AND DELIVERED

OTTAWA POLICE SERVICE BOARD Per:



Salim Fakirani  
Chair

THE OTTAWA POLICE SERVICE Per:

Eric Stubbs Chief of Police  
Ottawa Police Service



**Eric Stubbs**  
**Chief of Police**  
**Ottawa Police Service**

CITY OF OTTAWA (TRANSIT SERVICES) Per:



Renee Amilcar  
General Manager of Transit Services  
OC Transpo

**APPENDIX A**  
**Selection Criteria and Process for Appointing**  
**Special Constables**

The following criteria are those, which the Police Service considers as sufficient for consideration for appointment to the position of Special Constable. Nothing in this Appendix precludes the Special Constable Employer from adopting additional requirements, at its discretion.

**Step 1 - Applicants must provide:**

1. Proof of a valid Ontario Association Chiefs of Police ("OACP") Certificate of results for the Constable Selection System;
2. Proof of a valid Standard First Aid Certificate and valid CPR - Level C Certificate; and
3. The person has a minimum of a secondary school diploma or equivalent and/or meets the criteria as per the *CSPA* S. 92(1)(g)(h)(i) and satisfies any additional prescribed criteria.

**Step 2 - Basic Criteria for applicants as set out in s. 92 of the Act:**

1. Canadian Citizen or permanent resident of Canada;
2. At least 18 years of age;
3. Physically and mentally able to perform the duties of the position, having regard to his or her own safety and the safety of members of the public;
4. Be of good moral character and habits, meaning that the Special Constable Employer is satisfied that the applicant is an individual other people would look upon as being trustworthy and having integrity;
5. Lawfully eligible to work in Canada;
6. Be physically and mentally able to perform the duties of the position, having regard to the applicant's own safety and the safety of members of the public;
7. Valid Ontario motor vehicle driver's license - class G, or equivalent from another Province;
8. Have not been convicted of a criminal offence or been convicted of an offence for which a pardon has been granted (NOTE: If applicants have "Findings of Guilt", which have resulted in absolute or conditional discharges the records must be 'sealed' by the RCMP).

**Step 3 - Interview (to be administered by the Special Constable Employer)**

Note: Upon successful completion of an interview, candidates will complete an Police Service approved Preliminary Background Questionnaire (PBQ). Completion of Release Forms is

necessary upon completion of the interview so that they may be forwarded to the Police Service.

#### **Step 4 - Fingerprints**

Applicants shall be fingerprinted, and such fingerprints will be submitted to the RCMP for comparison against databases of persons convicted of criminal offences. The Police Service will retain those fingerprints for the purpose of the administration of the Special Constable Employer Special Constable program only.

#### **Step 5- Background Investigation**

All background investigations of applicants shall be completed by a Category 1 CPIC agency and will include the following checks:

1. Outstanding Charges;
2. Criminal Convictions;
3. Pardon - Sex Offences;
4. Police Service in-house records;
5. Other Policing jurisdiction in-house records where appropriate;
6. Law Enforcement Intelligence Indices; and
7. NCIC.

#### **Step 6 - Driver's License History**

This requirement shall be completed by the Special Constable Employer and any cost associated shall be borne the Special Constable Employer. The Special Constable Employer may impose a maximum allowable standard of accumulated demerit points.

#### **Step 7 - Credit Check**

This requirement shall be completed by the Special Constable Employer and any cost associated shall be borne by the Special Constable Employer. The Special Constable Employer will establish standards relative to financial status, that it may consider as having a potential to compromise the ability of a candidate to carry out the responsibilities of a Special Constable.

#### **Step 8 - Background Reference Check**



This step is administered by the Special Constable Employer and involves work and character reference verification.

**Step 9 - Written MMPI**

The requirement shall be completed by the Special Constable Employer and any cost associated shall be borne by the Special Constable Employer.

**Step 10 - Interview with Psychologist**

This requirement shall be completed by the Special Constable Employer and any cost associated shall be borne by the Special Constable Employer.

**Step 11 - Offer of Employment.**

**Step 12 - Recommendation to the comp or Designate for Special Constable Status.**

**Step 13- Chief of Police Recommendation of candidate to the Police Service Board.**

**Step 14 – Issuance of Certificate of Appointment by Police Service Board.**

## **APPENDIX B**

### **Screening Criteria and Process for Hiring of Special Constable Support Staff**

The following criteria are those, which the Police Service considers as sufficient for consideration to assist Special Constables in their law enforcement duties and manage their systems. Support staff has access to secure law enforcement networks, dispatching, and sensitive data. Nothing in this Appendix precludes the Special Constable Employer from adopting additional requirements, at its discretion.

#### **Step 1 - Basic Criteria for screening support staff:**

1. Canadian Citizen or permanent resident of Canada;
2. Lawfully eligible to work in Canada;
3. At least 18 years of age;
4. Be physically and mentally able to perform the duties of the position, having regard to the applicant's own safety and the safety of members of the public;
5. Be of good moral character and habits, meaning that the Special Constable Employer is satisfied that the applicant is an individual other people would look upon as being trustworthy and having integrity;
6. Valid Ontario motor vehicle driver's license (class G), or equivalent from another Province if required for their position;
7. Have not been convicted of a criminal offence or been convicted of an offence for which a pardon has been granted;(NOTE: If applicants have "Findings of Guilt", which have resulted in absolute or conditional discharges the records must be 'sealed by the RCMP)

#### **Step 2 - Interview (to be administered by the Special Constable Employer)**

Note: Upon application of security screening, applicants will complete a Police Service approved Preliminary Background Questionnaire (PBQ). Completion of Release Forms is necessary upon completion of the interview so that they may be forwarded to OPS.

#### **Step 3 - Fingerprints**

Applicants shall be fingerprinted, and such fingerprints will be submitted to the RCMP for comparison against databases of persons convicted of criminal offences. The Police Service will retain those fingerprints for the purpose of the administration of the Special Constable Employer Special Constable program only.

#### **Step 4 - Background Investigation**

All background investigations of applicants shall include the following checks:

1. Outstanding Charges;
2. Criminal Convictions;
3. Pardon - Sex Offences;
4. Police Service in-house records;
5. Other Policing jurisdiction in-house records where appropriate;
6. Law Enforcement Intelligence Indices; and
7. NCIC.

#### **Step 5 - Driver's License History**

This requirement shall be completed by the Special Constable Employer and any cost associated shall be borne the Special Constable Employer. The Special Constable Employer may impose a maximum allowable standard of accumulated demerit points.

#### **Step 6 - Credit Check**

This requirement shall be completed by the Special Constable Employer and any cost associated shall be borne by the Special Constable Employer. The Special Constable Employer will establish standards relative to financial status, that it may consider as having a potential to compromise the ability of a candidate to carry out the responsibilities of a Special Constable.

#### **Step 7 - Background Reference Check**

This step is administered by the Special Constable Employer and involves work and character reference verification.

**APPENDIX C**  
**Equipment to be Issued to Special Constables**

**GENERAL**

All Special Constables will be issued with the following personal equipment after completion of required training;

- 1 wallet badge, appropriate wallet, and Special Constable photo identification card.
- Soft body armour with appropriate carriers.
- 1 set of standard handcuffs with appropriate carrying case.
- 1 approved memo book and cover.
- 1 Policy and Procedures Manual.
- 1 spit hood.
- 1 temporary restraint device (TRD).
- 1 window hole punch.

**WEAPONS**

- 1 expandable baton with appropriate carrying case.
- 1 canister of Oleoresin Capsicum gel and appropriate carrying case.

**VEHICLES**

In accordance with City of Ottawa Transit By-Law 2007-268, as amended, Section 27, Subsection (1), Special Constable vehicles are permitted to activate emergency lighting for purposes related to the execution of their authorities provided in section 37 of this Agreement and within the geographic limitations defined in Section 40 of this Agreement. Marking and decaling shall be of a high visibility style, clearly distinguishable from police vehicle markings.

Unmarked vehicles, although not decaled, will have a low-profile emergency lighting package sufficient to provide a high level of traffic safety and visibility when activated.

## **GENERAL**

The following is a list of Equipment that is required as standard in all patrol vehicles:

The following is a list of equipment that is required as standard in all patrol vehicles:

- Electrical/Lighting console;
- Emergency lighting controls;
- Siren and airhorn controls;
- Water Rescue Kit;
- Two-way radio;
- P.A. system controls and horn;
- Security/Prisoner cage;
- Spotlight; (exception for unmarked)
- First aid equipment;
- Biohazard equipment;
- Fire extinguisher;
- Emergency road/traffic safety equipment (flares etc.);
- Mobile Display Terminal

### **Drugs Evidence Safe**

The Police Service will provide and maintain a drug evidence safe within the Special Constables property and evidence room.

**APPENDIX D**  
**Procedure for Reporting Incidents and Investigations**  
**to the Police Service and Guidelines for Special Constables**

**GENERAL**

The Police Service, as provided for in the *Community Safety and Policing Act, 2019*, has primary responsibility for responding to calls for service on the Special Constable Employer assets and properties and nothing in this Agreement shall be interpreted to restrict the authority of the Police Service to address that responsibility.

For the purposes of clarity and to establish a reporting protocol that will serve to enhance the level of service provided to the residents of the City of Ottawa, the following guidelines have been established.

Special Constables have existing call response protocols to which they will continue to adhere and nothing in this Agreement shall be construed to restrict their exercise of discretion in requesting the assistance of the Police Service where that assistance is deemed to be necessary. Special Constables must consider public safety and their own personal safety as paramount in response to any incident.

In general terms, while Special Constables may be first responders to an incident, the Police Service will have absolute responsibility for the investigation of all incidents of sudden death, actual or threatened violence involving partner assaults, sexual assaults or any hate crime.

The following guidelines are in addition to Special Constable's requirement to report to and consult with the Police Service officer in attendance at the scene of an incident involving a hybrid offence, an indictable offence, or any investigation, as found in Section 8 of this Appendix.

Where no Police Service officer attends in such situations, the Divisional FLD Staff Sergeant at 474 Elgin Street must be consulted as soon as is practicable, at 613-236-1222 (Central ext. 5212)

**POLICE SERVICE TO BE CALLED**

1. The Police Service SHALL BE CALLED to and shall investigate occurrences within OC Transpo assets and properties in the following situations;

- a. Where forensic work is required relating to an incident to which the Police Service have been called.
- b. In all cases of break and enter.
- c. In all cases of Robbery.
- d. In all cases involving partner assault.
- e. In all cases where, narcotics, drugs, weapons (used in the commission of an offence), explosives, hazardous or radioactive materials are involved, Special Constables shall:
  - i. Narcotics/Drugs
    - 1. If a trafficking offence, then immediately turn suspected narcotics/drugs over to Police Service members and assist in their investigation if requested.
    - 2. If an offence falling under the duties, authorities and responsibilities of the Special Constables as listed in Section 35, the suspected drugs will be immediately placed in an Police Service approved drug evidence safe and marked for either destruction or analysis. The Police Service will notify the investigating Special Constable of the analysis results for court purposes.
  - ii. Weapons (reported)
    - 1. advise the Police Service of the reported weapon.
    - 2. assist Police Service officers as directed.
  - iii. Weapons (observed)
    - 1. advise the Police Service of the observed weapon.
    - 2. not attempt to disarm anyone with a weapon.
  - iv. Weapons (found or seized)
    - 1. turn over all found or seized restricted or prohibited weapons to the Police Service immediately.

**Staff not trained in firearm safety shall not handle firearms.**

- v. Explosives
  - 1. Advise the Police Service of the circumstances.

2. assist the Police Service in their investigation.
- vi. Hazardous and Radioactive material
  1. advise the Police Service of the circumstances.
  2. adhere to Police Service policies.
- f. All criminal offences where personal injury is involved.
- g. In cases of serious suicide attempts, or any manner of death investigation. In assessing the level of seriousness of a suicide attempt, Special Constables will consider factors that can influence the lethality of the suicide attempt, including but not limited to, the method of suicide attempt employed, the severity of the physical consequences, and if medical intervention is necessary.
- h. Any sexual offences.
- i. Motor vehicle collisions in accordance with the *Highway Traffic Act*, R.S.O. 1990, c. H.8 where damage is over \$2000.
- j. Counterfeit Currency, where no suspect is present, shall be seized and stored in a manner consistent with the maintenance of evidence continuity and delivered to the Police Service Property and Evidence storage facility in a timely manner.

In all instances Special Constables will render assistance to victims, maintain the integrity of crime scenes, identify witnesses, have consideration for their personal safety, take precautions to ensure the safety of the members of the public and assist members of the Police Service responding to the incident.

2. In all circumstances in which Special Constables assist Police Service personnel in the conduct of an investigation, the Special Constables will in addition to any internal reporting requirements and in addition to the completion of detailed notes regarding the incident, complete a detailed occurrence report for submission to the assigned Ottawa Police investigator.
3. In all situations not covered by Section 1 above, but nonetheless involving a criminal offence and further investigation is required by the Police Service, Special Constables will, in addition to any Special Constable Employer internal reporting requirements, complete a General Occurrence Report for submission to the Police Service in a format compatible with the Police Service Records Management System.
4. For greater certainty and to avoid duplication of work assignments, Special Constables, other than for the purposes of reporting incidents in accordance with the provisions enunciated above, will not engage in self-initiated or follow-up criminal investigations without the express direction of the Chief of Police or the assigned Police Service primary investigator. Where follow up Special Constable activity with respect to criminal



investigations is directed, it will only be undertaken with the guidance of the assigned Police Service primary investigator.

5. Considering the provisions of Section 4 above, Special Constables will be expected to submit Investigative Action reports, linked to the original case number, for any follow up activity undertaken with respect to any occurrence or investigation. Where a Special Constable, as a function of their normal duties, comes into possession of information relevant to the incidents listed above, they will submit an Investigative Action report with specific notice to the assigned primary investigator.
6. As a function of their designation, Special Constables will have access to the CPIC system as approved by the RCMP CPI Centre. Further, they are members of the Ontario Police Technology Co-operative using Niche RMS which provides the ability to submit electronic crown briefs to the Ministry and access RCMP's Criminal Justice Information Management System (CJIM) to receive fingerprint submissions. The Chief Special Constable, or his/her designate, is responsible to maintain the CPIC records within the mandate described in this capability and ensure compliance with all aspects of that agreement between the Police Service and the Special Constable Employer.
7. The Special Constable Employer will process their own criminal charges as outlined in Section 35 of this Agreement utilizing their own resources. The Police Service will provide fingerprinting and photograph services for accused persons that Special Constables have charged for hybrid offences and indictable offences.

#### **CALLS FOR POLICE ASSISTANCE**

8. In the event the Police Service receives a call for police assistance or in the event of the discovery by, or reporting to Special Constables and/or Special Constable Unit Communications Center, of an occurrence requiring a police investigation and/or action at a location within the Special Constable Employer's geographical jurisdiction, Special Constables shall respond in the manner set out below and further described in this Appendix D to this Agreement:
  - a. If one or more members of the Police Service has responded to the call for service and a Special Constable(s) also attend, the attending Special Constable(s) shall inform the highest-ranking attending Police Service member of the circumstances and shall follow his/her instructions regarding further investigation or action; or
  - b. If no member of the Police Service attends in response to the call,

- i. If the occurrence falls under the powers, responsibilities, and duties of the Special Constable, as defined in this Agreement, the attending Special Constable shall proceed with the investigation of the occurrence in accordance with Transit Services rules, policies, standards, and procedures referred to in Sections 37, 43, and 45 of this Agreement, and in accordance with their duties and obligations as set out in this Agreement. The matter will also be reported in accordance with the provisions of Section 60 of this Agreement.
  1. If the occurrence falls under this Appendix D of this Agreement where the Police Service has been called and is unable to attend, then the Special Constable shall contact the Divisional FLD Staff Sergeant and notify them of the circumstances, and shall follow his/her instructions, or those of his/her designate, regarding further investigation or action; or
  2. If the Special Constable(s) upon arrival takes no further action, note and report the call in accordance with the provisions of Sections 60 of this Agreement;

## APPENDIX E Training Standards

### **Initial Special Constable Training**

- Training to new hire Special Constables shall be delivered by the Police Service
- Use of Force training will be delivered by qualified Use of Force Instructors (as defined by the Ontario Police College)
- Initial training will consist of a 2-week (80 hour) training module and will include the following topics:
  - o Powers of arrest and Use of Force Authorities,
  - o Ontario Public – Police Interactions Training Aid,
  - o Defensive tactics techniques, strikes, grounding, handcuffing procedures,
  - o SPEAR, Edged weapon awareness,
  - o Critical incident Decision making and Articulation,
  - o Incident Management,
  - o Search and Seizure,
  - o Use of Force Reports,
  - o De-escalation presentations,
  - o Fair and Impartial Policing Presentation,
  - o Report writing,
  - o Mental Health Act,
  - o Notetaking,
  - o Special Constable Status Familiarization with CEW
  - o Familiarization with OC contamination and decontamination,
  - o Open and Closed scenarios that will aid in the development of officer decision making capabilities
  - o Scenario based training.
- New Special Constables will be evaluated throughout the training and must meet the standard to receive their certification. Evaluation will consist of quizzes, judgement scenarios and physical skills evaluation.
- Initial training will be offered twice per calendar year. The Police Service will provide the dates by October 31<sup>st</sup> of the year prior

### **Annual re-certification**

- Annual re-certifications are once per year and will consist of a 10 hour in person training day

- Training days will be delivered at regular intervals throughout the year
- Qualified Use of Force instructors will deliver training

## APPENDIX F

### Special Constable Complaint Investigation Procedure

#### DEFINITIONS

1. In this procedure, the following definitions will apply:
  - a. "Bad faith" means, in reference to a complaint, that it is made in an effort to harass or aggravate, or made maliciously or with an improper purpose;
  - b. "Chief of Police" means the Chief of Police of the Police Service;
  - c. "Chief Special Constable" means the Chief and Manager of Transit Special Constable Unit, the Special Constable Employer;
  - d. "Complaint" means an allegation made by a member of the public concerning the service provided by, or the conduct of, a Special Constable in the course of his/her duties;
  - e. "Criminal allegation" means an alleged breach of the *Criminal Code*, R.S.C. 1985, c. C-46 or any other Federal Statute;
  - f. "Employee" means a person employed by the Special Constable Employer, as a Special Constable, in the Transit Special Constable Unit;
  - g. "Frivolous complaint" means a complaint that is clearly unsupported by the alleged facts, or trivial in nature;
  - h. "General Manager" means the General Manager of the Special Constable Employer, who oversees Transit Services, or his/her designate;
  - i. "Inspector General" means Ontario's Inspector General of Policing.
  - j. "Misconduct" means misconduct as set out under Section 195 of the Act;
  - k. "Subject Special Constable" means a special constable against whom a complaint has been made;
  - l. "Special Constable" means an employee of Special Constable Employer appointed by the Board.
  - m. "Vexatious complaint" means a complaint which on its face could not result in a finding of misconduct, and which is apparently made with the intent to annoy, cause discomfort, harass or embarrass or involves an element of repetitiveness such as repeated allegations on the same set of facts; and
  - n. "Witness Special Constable" means a Special Constable who is a witness to an incident about which a complaint has been made.

## **GENERAL**

2. The investigation of a Complaint and any investigation into an allegation of Misconduct shall be conducted in a thorough, fair, and impartial manner and be expeditiously resolved. Complaints and allegations of Misconduct shall be investigated on the merit and substance of the alleged facts and evidence and shall not involve any inquiry into the background of the complainant for the purpose of undermining the credibility of the complainant.
3. The Chief Special Constable, or designate, shall endeavor complete all Complaint investigations within 120 days of receipt of a written complaint unless circumstances exist beyond the control of the Chief Special Constable that affects the timely resolution of the matter.
4. If the timing requirements of Section 3 above are not met in respect of an investigation, the Chief Special Constable shall give notice of the status of the investigation to the complainant and to the person being investigated every 30 days until the investigation is concluded unless, in the opinion of the Chief Special Constable, doing so might prejudice the investigation.
5. The Special Constable Employer employees including the Chief Special Constable shall have regard to related City and Transit Service policies, procedures, and rules when carrying out responsibilities under this procedure. Related policies include but are not limited to the City Employee Code of Conduct, Workplace Violence and Harassment Policy, and Discipline Policy.
6. Nothing within this appendix will serve to limit the authority accorded the Police Service Board or the Chief of Police, either within the Agreement or in the authorities provided under the Act.

## **ALLEGATIONS OF MISCONDUCT BY SPECIAL CONSTABLE EMPLOYER SPECIAL CONSTABLE UNIT EMPLOYEES**

7. Subject to Section 8, an employee or former employee of the Special Constable Employer Constable Unit may disclose Misconduct by making a complaint in writing to the Chief Special Constable.
8. If an employee or former employee of the Special Constable Employer Special Constable Unit has reason to believe that it would not be appropriate to disclose the misconduct to the Chief Special Constable under Section 7 above, then the misconduct may be disclosed to the Inspector General.
9. An employee or former employee of Special Constable Employer who has disclosed Misconduct to the Chief Special Constable may subsequently disclose the Misconduct to the Inspector General if the employee or former employee has concerns that the matter is not being dealt with appropriately.

#### **FILING OF COMPLAINTS BY MEMBERS OF THE PUBLIC**

10. A complaint must be made in writing. A written complaint may be submitted online, by fax, mail, or hand delivered to the attention of the Chief Special Constable. A person may also make a complaint regarding a Special Constable by the Special Constable Employer in person.
11. A complaint cannot be accepted over the phone; however, an attempt should be made to determine the nature of the concern and to resolve, if possible.
12. Upon receipt of a written complaint concerning a Special Constable, the employee receiving the complaint shall record the complainant's name, address and phone number and any action taken in a memorandum book and complete a complaint intake form. The completed complaint intake form and signed complaint shall be forwarded to the Chief Special Constable.
13. All records of complaints and all completed complaint intake forms concerning a Special Constable shall be forwarded immediately to the Chief Special Constable.

#### **RECEIPT AND SCREENING OF COMPLAINTS**

14. The Chief Special Constable shall receive, acknowledge receipt of the Complaint to the Complainant or agent of the Complaint, and conduct an initial review all records of all written Complaints.
15. The Chief Special Constable shall determine whether the Complaint has sufficient information to be investigated under this procedure. If the Chief Special Constable determines that further information is required, he or she shall arrange for the complainant to be contacted to supply any additional information.
16. The Chief Special Constable shall determine if the Complaint is frivolous or vexatious or made in bad faith, in which case the Chief Special Constable shall advise the Complainant that no further investigation will be undertaken.
17. If the Chief Special Constable determines that the Complaint is not frivolous or vexatious or made in bad faith, the Chief Special Constable shall complete an investigation in accordance with this procedure.

## **INVESTIGATION OF COMPLAINTS AND ALLEGATIONS OF MISCONDUCT**

18. The Chief Special Constable shall meet with the Subject Special Constable to provide the Special Constable the opportunity to answer the allegations contained in the complaint
19. The Chief Special Constable may appoint a designate to conduct an investigation.
20. The Chief Special Constable may, at any time, make requests for assistance or advice of the Police Service.
21. The Chief of Police may, at any time, whether before or after the completion of the Special Constable Employer's investigation or the making of any findings by the Special Constable Employer, request that Police Service assist in undertaking an investigation of any complaint regarding the conduct of a Special Constable.
22. The Chief Special Constable or his/her designate may request any Witness Special Constable to assist in providing additional information, if appropriate.
23. The Chief Special Constable and persons working under the direction of the Chief Special Constable shall maintain the confidentiality of the complainant's and any witness identity subject to when disclosure is permitted in accordance with applicable law and when it is in the interests of fairness to disclose the identity of complainant or witness.
24. Based on information resulting from the investigation, the Chief Special Constable shall ensure that a report of findings of including whether allegations of Misconduct are substantiated and whether there are any substantiated contraventions of other relevant policies, procedures, and rules. The report may also include recommended actions.

## **RESOLUTION OF INVESTIGATIONS**

25. The Chief Special Constable shall resolve the matter and determine the appropriate action in accordance with the *Act*, applicable policies, procedures and rules, collective agreement and the Special Constable Employer Best Practices.
26. The Chief Special Constable shall record the action taken, comply with the provisions of the Act with respect to suspension or termination of Special Constable status, and ensure that copies of all forms completed with respect to the complaint are retained in accordance with the Special Constable Employer's records retention policy.



27. The Chief Special Constable shall ensure all reports of allegations of Misconduct to the Board are completed in accordance with the requirements of the Act and this Agreement including Appendix D.