711 - Appendix "A" referred to in Clause 1 of the Report of the Executive Policy Committee dated June 10, 1998

Appendix "A" referred to in Clause 1 of the Report of the Executive Policy Committee dated June 10, 1998

LETTER OF UNDERSTANDING NO. 14

IMPLEMENTATION OF THE 1993 ORGANIZATIONAL REVIEW REPORT OF THE WINNIPEG POLICE SERVICE AND THE AWARD OF THE BOARD OF ARBITRATION OF NOVEMBER 19, 1997

The City of Winnipeg (the "City") and the Winnipeg Police Association (the "WPA") have addressed concerns arising out of the implementation of the 1993 Organizational Review Report of the Winnipeg Police Service (the "WPS") and the Award of the Board of Arbitration of November 19, 1997 (the "Dewar Award") and for purposes of resolving all outstanding issues related thereto the parties have agreed to the following:

1. The WPA will not require the three or four report cars per Division. The WPS will determine the number of report cars to be used in each Division. When used, those report cars will be utilized in accordance with Article 13(7) of the Collective Agreement and 1995 Routine Order #269.

2. The WPA will not require the implementation of the balance of the 1993 Organizational Review Report. The WPS will determine what, if anything, it will implement from the balance of that Report.

3. Constables assigned as Community Constables and to report cars will be classified as "Community Report Constables" and can be dispatched to calls for service less than 2P. They may be dispatched to calls 2P and higher in accordance with 1995 Routine Order #269 ***. The WPA's request that the WPS consider establishing an A/B Platoon for Community Constables will be referred to the WPA/WPS joint consultation meetings. It is understood that the WPS is desirous of establishing an A/B platoon; however, its implementation is subject to the availability of resources and it is not committing to its implementation at this time.

4. Field Training Units will be included in the calculation of the 27 two officer response units. The WPS will use its best efforts to attempt to ensure Field Training Units are not over-represented on any particular shift.

5. Traffic Units may be staffed by one officer between the hours of 0700 hours and 1900 hours.

6. Motorcycles and Supervisory Vehicles will be dealt with in accordance with the current Article 13(6) of the Collective Agreement.

*** - Routine Order #269 and Dispatch Protocols will be amended to provide that before attending such calls Community Report Constables must physically join up prior to going "on scene".

Appendix "A" referred to in Clause 1 of the Report of the Executive Policy Committee dated June 10, 1998 (continued)

7. The WPS agrees that it will recommend that the City adopt a lateral entry policy and agree to promote Constables Black and Pierce to the rank of Second Class Constable without retroactive pay.

8. The City agrees to recommend to Executive Policy Committee:

   (a) that Schedule "A" of the Collective Agreement be amended by Council to change the rate of progression from Fourth Class Constable to Third Class Constable from two (2) years to one (1) year; and

   (b) that Council approve that effective January 1, 1999, subject to any requirements in the Collective Agreement concerning promotion, all Fourth Class Constables with one (1) or more years of service will be promoted to Third Class Constable and all Fourth Class Constables with six (6) or more months of service will immediately be placed at the next highest increment level (56%). All new Fourth Class Constables will start at the first increment (52%) and thereafter will be promoted in accordance with the above sentence.

9. The City of Winnipeg will discontinue its Notice of Application seeking to quash the Dewar Award.

10. The WPA will discontinue its Notice of Motion for contempt against the City and the Chief of Police.

11. The WPA and the WPS commit to work together to form a better working relationship and will establish monthly consultation meetings with the Chief of Police in attendance.

12. Letter of Understanding #7 will be deleted, and the City and the WPA agree to work together to develop appropriate wording to reflect the parties' understanding of Articles 13(6) and 13(7) of the Collective Agreement in accordance with the above.

13. All of the foregoing is subject to ratification by the proper officers of each of the parties.

Appendix "A" referred to in Clause 1 of the Report of the Executive Policy Committee dated June 10, 1998 (continued)

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Agreed to this date MAY 22, 1998

for THE CITY OF WINNIPEG

for the WINNIPEG POLICE ASSOCIATION

712 - June 10, 1998 Appendix "A" referred to in Clause 2 of the Report of the Executive Policy Committee dated

EXECUTIVE SUMMARY

Tentative Agreement
between

The City of Winnipeg
and
The United Fire Fighters of Winnipeg

- Both parties have agreed to recommend acceptance of this tentative Agreement to their respective Principals.

- Four (4) year Collective Agreement, expiring at the end of 1999.

- Wages

  1996 No wage increase (continuation of wage freeze)

  1997 No wage increase (continuation of wage freeze)

  1998 2.5% wage increase effective PP# 3 - Jan 18/98

  1999 1.5% wage increase effective PP#1 - December 20, 1998

  1.0% wage increase effective PP#20 - September 12, 1999

  Total Cumulative wage increase equals 6.01% of 1997 payroll over 4 years. (Please note that this compares with an increase of 6.19% for the Winnipeg Police Association over the same period of time.)

- Rank Differentials

  Differentials for all ranks increased 1.0% effective PP#1, 1998

- Promotions

  - The employer will make efforts to provide training for skill development earlier in an employee's career,

- The failure of an employee in a core module of skill development will be reviewed and a re-write scheduled on an expedited basis - within 60 days.

Appendix "A" referred to in Clause 2 of the Report of the Executive Policy Committee dated June 10, 1998 (continued)

- Fire Prevention and Academy Officers

  - Training for various skill levels for incumbent employees of these areas will not be mandatory but will be provided on a seniority basis,

  - Salary increments will not be withheld if training courses have not been made available.

- Long Service Pay

  This benefit has been eliminated immediately for most members. Only the ranks of Lieutenant or equivalent and above will receive the benefit for 1998. They will also receive a pro-rated lump sum payment in 1999 in compensation for the elimination of this benefit for this group in 1999.

  The Emergency Mechanical Services Branch (12 positions) will be the only area where Long Service Pay will continue.

- Retirement Supplement

  This supplement eliminates the sick leave cash out provisions of prior agreements. It crystallizes the current liability for existing firefighters and greatly reduces the pay out liability of new and future recruits.

  The funding mechanism and details of this new supplement have been agreed to in principle between the parties and the formulation of the actual plan will be completed by Mr. Don Smith of Western Compensation & Benefits Consultants by January 1, 1999.

  The main components of the new supplement are:

  New Fire Fighters will receive a 1% of salary contribution from the City into either a pension plan or RRSP,

  Existing Fire Fighters will receive a 1% of salary contribution from the City into either a pension plan or RRSP plus a tax sheltered payment that in total will be equivalent to the current sick leave cash out amount.

  It is important to note that sick leave cash outs will be reduced over the next 35 years and will result in cost savings of approximately $10.0 million over that period. These cost savings have not been included in the financial impact analysis at this time.