THE CITY OF WINNIPEG

-and-

THE WINNIPEG POLICE ASSOCIATION

MEMORANDUM OF AGREEMENT

DECEMBER 24, 2016 to DECEMBER 31, 2021

Errors and Omissions Excepted.

6/5/2017 8:59 PM

MEMORANDUM OF AGREEMENT
THE CITY OF WINNIPEG
and
WINNIPEG POLICE ASSOCIATION
JUNE 5, 2017

ERRORS AND OMISSIONS EXCEPTED

1. GENERAL

It is understood and agreed that the negotiating committees of The City of Winnipeg and the Winnipeg Police Association (WPA) shall recommend ratification of the amended Agreement to their respective principals. The City of Winnipeg and WPA agree, subject to ratification by both parties, to extend and amend the Collective Agreement that expired December 23, 2016 as follows:

A. All amendments to the Agreement will take effect upon ratification by both parties unless otherwise specifically stated.

B. All provisions of the Collective Agreement remain status quo except as specifically stated.

C. All provisions of the Collective Agreement that require amendment to reflect changes in the term of the Agreement, salary adjustments and re-numbering of articles shall be made without change to the underlying intent or meaning of those provisions.

D. The date of ratification of this Agreement shall be the first date on which both parties have ratified the Memorandum of Agreement.

6/5/2017 8:59 PM

2. *SALARY SCHEDULE – STAFF COMPONENT*

Add the following Staff Component classifications on Salary Schedule Staff Component C-2 and incorporate the new hourly rates as per the first pay period following ratification by City Council as per the chart below.

Descr	Step	Old Hrly Rates	Step	New Hrly Rates ~~PP 25/16~~	Hourly Reduction	Annual Reduction
Caretaker	1	$23.719545	1	$23.719545		
Caretaker	2	$25.099351	2	$25.099351		
Caretaker	3	$26.435428	3	$26.435428		
Caretaker	4	$27.398965		$26.435428	$0.96	$2,004
Caretaker	5	$28.538042		$26.435428	$2.10	$4,373
Caretaker	6	$29.545311		$26.435428	$3.11	$6,469
Caretaker	7	$30.640658		$26.435428	$4.21	$8,747
Supervisor of Caretakers	1	$32.348864	1	$29.078971	$3.27	$6,801
Supervisor of Caretakers	2	$34.122669	2	$30.532919	$3.59	$7,467
Supervisor of Caretakers	3	$35.918751	3	$32.059565	$3.86	$8,027
Mechanic Apprentice	1	$22.558804	1	$21.015196	$1.54	$3,211
Mechanic Apprentice	2	$23.741410	2	$22.631749	$1.11	$2,308
Mechanic Apprentice	3	$25.055621	3	$24.248303	$0.81	$1,679
Mechanic Apprentice	4	$29.063443	4	$25.864856	$3.20	$6,653
Mechanic Apprentice	5	$33.181205	5	$27.481410	$5.70	$11,856
Mechanic Apprentice	6	$37.189023	6	$29.097963	$8.09	$16,829
Mechanic	1	$32.655398	1	$32.331070	$0.32	$675
Mechanic	2	$37.189023	2	$33.139347	$4.05	$8,423
Mechanic	3	$39.313708		$33.139347	$6.17	$12,843
Mechanic	4	$41.394252		$33.139347	$8.25	$17,170
Shop Foreman	1	$34.057276	1	$34.057276		
Shop Foreman	2	$38.787901	2	$34.908708	$4.73	$9,840
Shop Foreman	3	$40.956113	3	$35.781426	$6.90	$14,350
Shop Foreman	4	$43.102254	4	$36.675961	$9.04	$18,814

[2016]

3. *CIVILIANIZATION*

ARTICLE IX – CIVILIANIZATION

1. The Winnipeg Police Association acknowledges that for the efficient operation of the Winnipeg Police Service it may be appropriate to civilianize positions in the areas listed below. If requested, the Winnipeg Police Association agrees to enter into negotiations with respect to the appropriateness of civilianization of the following positions within a reasonable time period:

Community Services	Personnel
Research and Development	Audit and Accreditation
Identification Unit	Support Services
Traffic Division	Services Unit
Communications	**Central Reading Unit [2016]**
Central Processing Unit [2016]	

4. *COURT ATTENDANCE – OVERTIME PROVISIONS*

ARTICLE X

WORKING CONDITIONS

11. Off Duty Court Time

a) Whenever a member is off duty, on other than his regular weekly leave or annual eave, and is required to appear as a witness in any proceedings arising out of the performance of a Police duty, at: Provincial Court including, without derogating from the generality hereof, proceedings in Youth Court, hearings under the Fatalities Inquiries Act, and matters proceeding in the Provincial Court, Family Division; in Queen's Bench Court, whether in any Civil, Family or Surrogate Division proceedings, or any criminal proceedings, either before a single judge, or at an assize; an interview with Crown Counsel in preparation of a case; and disciplinary hearing held by the City, the Council thereof, or any statutory delegated committee thereof; the Manitoba Police Commission, or any individual body or bodies which the Government of Manitoba creates by legislation in addition to, or in place of the Manitoba Police Commission; and at any other statutorily authorized or delegated body with fact finding powers; he shall be paid at the rate of time and one-half times (1.5x) the regular hourly rate of pay for the total elapsed time with a minimum payment of four (4) hours

Provided, that upon request of the member concerned, compensating time off will be allowed in lieu of overtime pay on the basis of one and one-half (1.5) hours for each hour to the member's credit as above set forth.

Notwithstanding the above, in the circumstance where a member who is on off duty court time and who is excused from court within the first two (2) hours of the scheduled court appearance, as noted on his subpoena, shall be paid at the rate of one-half times (1.5x) the regular hourly rate of pay for the total elapsed time with a minimum payment of three (3) hours. [2016]

b) These provisions also apply to any member who is an accused (or as an appellant), providing the penalty imposed does not exceed an admonition. This will also apply in those cases where, on appeal, the appeal is allowed and the penalty imposed does not exceed an admonition.

c) Any member of the Association who is off duty and is scheduled to commence a regular tour of duty, the starting time of which is less than one (1) hour after the time he is required to appear as a witness as set forth above, shall receive one (1) hour of pay for such attendance, and the foregoing provisions as to the minimum payment of court overtime shall not apply to such attendance.

d) Should such member be required to appear on more than one (1) case at the same sittings of the Court, then he shall receive only one (1) minimum payment.

e) If a case is adjourned from the morning to the afternoon sittings of the Court, or if a member is required to attend a morning and afternoon and/or evening sitting of the Court on the same day for different cases, then only one (1) minimum payment will be paid; however, the total elapsed time of the member shall be paid at the rate of time and one-half times (1.5x) the regular hourly rate of pay, provided that if the total elapsed time of the member exceeds ~~eight (8)~~ **six (6)** hours the member shall be paid at the rate of double time (2x) for each hour worked, or portion thereof, in excess of said ~~eight (8)~~ **six (6)** hours. **[2016]**

f) Any member who finds that he is slated to appear as a witness in more than one (1) court case on the same day must notify his Supervisor as soon as possible after he becomes aware of such fact.

13. Court Appearance After Late Shift

Whenever a member is required to appear as a witness, in any proceedings arising out of the performance of a Police duty as set forth in Paragraphs 9 and 11 above, in the forenoon after completing a scheduled tour of duty ending after midnight or any hour up to 8:00 a.m. of the forenoon of such appearance, he shall be paid at the rate of time and one-half times (1.5x) the regular hourly rate of pay, commencing at 8:00 a.m., for a minimum period of not less than ~~four (4)~~ **three (3)** hours at the overtime rate for such appearance. If the time spent by a member on such appearance exceeds ~~four (4)~~ **three (3)** hours, then all time in excess of said ~~four (4)~~ **three (3)** hours shall be paid at two times (2x) the regularly hourly rate of pay. Provided, that upon request of the member concerned, compensating time off will be allowed in lieu of the overtime pay referred to above on the basis of one and one-half (1.5) hours for each hour to the credit of such member up to ~~four (4)~~ **three (3)** hours, and two (2) hours for each hour to the credit of such member in excess of ~~four (4)~~ **three (3)** hours. **[2016]**

14. Failure to Notify of Cancellation

a) Off Duty Court Time

A member, who has been instructed to appear in court on off duty hours shall, at City expense, telephone the Sergeant on duty in his Division between the hours of 18:00 and 22:00 on the day immediately preceding the scheduled court appearance, to confirm whether his attendance at court is required. If the member receives notification of cancellation of the scheduled court appearance before 22:00 hours on the day immediately preceding the scheduled appearance the member shall receive no compensation. If the member receives notification of cancellation of the scheduled court appearance after 22:00 hours on the day immediately preceding the scheduled appearance, the member shall be entitled to receive ~~four (4)~~ **three (3)** hours at time and one-half times (1.5x) the regular hourly rate, in pay or time off, for said cancellation. **[2016]**

5. APPENDIX A

APPENDIX A

Shift scheduling in all Divisions for Four/Ten (4/10) Work Schedules will basically be as follows:

a) On two (2) shift operations the basic hours will be:

07:00 hours to 17:00 hours (Second [2nd] Relief)
17:00 hours to 03:00 hours (Third [3rd] Relief)
12:00 hours to 22:00 hours [2016]

b) On three (3) shift schedules the basic hours will be:

21:00 hours to 07:00 hours [2016]
21:30 hours to 07:30 hours
22:00 hours to 08:00 hours (First [1st] Relief)

07:00 hours to 17:00 hours [2016]
07:30 hours to 17:30 hours
08:00 hours to 18:00 hours (Second [2nd] Relief)

~~15:30 hours to 01:30 hours~~
16:30 hours to 02:30 hours [2016]
17:00 hours to 03:00 hours [2016]
16:00 hours to 02:00 hours (Third [3rd] Relief)

However, during busy periods of calls for service, as determined by the Police Service, primarily in the late spring and summer months, these hours will be:

16:30 hours to 02:30 hours
17:00 hours to 03:00 hours (Third [3rd] Relief)

The Service, at its discretion, may implement a staggered start time schedule in General Patrol based on the three (3) shift schedule basic hours outlined in paragraph b) of the Appendix. [2016]

The Divisional Commander has the flexibility on an "as required" basis to have up to fifty percent (50%) of the personnel on Second (2nd) Relief commence work up to two (2) hours prior to the regular starting time and on Third (3rd) Relief up to four (4) hours prior to the regular starting time. Divisional Commanders will make

these changes in accordance with their requirements from time to time. All such shift changes require that members are given adequate notice prior to implementation (a minimum of forty-eight [48] hours whenever possible **but no later than the last shift of the previous tour**). **[2016]**

The Central Processing Unit will follow the General Patrol Four/Ten (4/10) Shift with hours described therein on the First (1st) and Second (2nd) Relief, however for the Third (3rd) Relief, the parties agree that one-half (.5) of the Constables assigned will commence duties at 12:00 hours and the other half of the Constables, along with the Patrol Sergeant, will commence duties at 16:00 hours. The parties further agree this shift arrangement is for the purposes of the Central Processing Unit only and is restricted to the Central Processing Unit. The City agrees not to seek to expand this provision to any other Unit within the Winnipeg Police Service without the express written consent of the Winnipeg Police Association.

In addition to the current shifting practices detailed above, which shall continue to be applied providing the Third (3rd) Relief is not scheduled to work beyond 04:00 hours, Management shall have sole discretion to alter the weekend (Friday to Saturday on Third [3rd] Relief; Saturday to Sunday on First [1st] Relief) shifts, from May 1st to October 31st, of members assigned to Patrol Units to commence their First (1st) Relief shift up to two (2) hours earlier, at 20:00 hours, and to commence their Third (3rd) Relief shift up to two (2) hours later.

The Parties agree that the Canine Unit may implement a straight 18:00 hours to 04:00 hours schedule that shall follow the Four/ Ten (4/10) Work Schedule on A side and/ or B side. [2016]

6. APPENDIX C – PLAIN CLOTHES SHIFT SCHEDULES

APPENDIX C

6. b) 4/10 SHIFTS

iii. Designated – FOXTROT

4/10 Shift
One Shift – 10 Hours
09:00–19:00
Or
07:00 – 17:00
[2016]

c) 9 HOUR SHIFTS

ii. Designated – SIERRA

Monday to Friday Coverage Only - No Weekends
Two Shifts - 9 Hours
(Day, Evening) 07:00–16:00, 15:00–24:00
Or
One Shift – 9 Hours

(Day) 07:00 – 16:00
[2016]

7. APPENDIX D

APPENDIX "D"

AUXILIARY FORCE CADETS

12. Unless otherwise agreed to between the City and the Association, the general duties assigned to Cadets under the supervision of a Police Officer as set out herein, shall be limited to the following:

a) attend as a visible presence in assigned areas in the city, and in conjunction with assigned duties, as contemplated herein, fostering and building positive relationships with the community and citizens as a whole;

b) attending as a visible presence at community celebrations and events;

c) performing safety pamphlet distribution of informational materials, conducting neighbourhood safety audits, and in conjunction with assigned duties, fostering and building positive relationships with the community and citizens as a whole. However, Cadets shall not conduct informational seminars or provide educational presentations to schools or any other community groups on behalf of the Police Service as currently conducted by Police Officers, but may assist Officers who are doing so;

d) providing assistance for pedestrian and traffic control at crime, fire and motor vehicle accident scenes as directed by the attending Officers;

e) the supervision of non-violent persons under examination orders of The Mental Health Act. However, Cadets are not to conduct transport or apprehend such individuals, and are only to conduct supervision activities in relief of Police Officers initially assigned in the matter and are only to be undertaken in an appropriate medical facility (hospital, etc.) for non-violent persons;

f) conducting traffic and pedestrian control for public events or other similar circumstances. However, Cadets shall not conduct mobile vehicular escorts (funeral escorts, parades, etc.);

g) receiving initial information and commencing report taking activities, within a police facility, from complainants who are reporting minor property related offences (damage, fraud, theft) and motor vehicle accidents, provided such activities are conducted under the direction and in the proximity of a Police Officer. **[2016]** ~~The parties, however, agree that Cadets will not assume the duties currently carried out by the Traffic Accident Coordinators at the Public Safety Building or future central police facility, until such time as all those staff members currently assigned to said duties retire or voluntarily transfer from those duties~~;

h) performing minor administrative duties such as photocopying, cruiser car checks, **escorting and assisting in the monitoring and testing of external applicants,** and equipment checks provided such duties are performed at approved police facilities to assist Police Officers. However, Cadets shall not perform any clerical or related administrative function primarily the responsibility or duty of any position within the Staff Sector; **[2016]**

i) assisting in the performance of ground searches for evidence, missing persons and protecting crime scenes as directed by the attending Officers;

j) being dispatched to attend reports of non-violent IPDA's, **traffic hazards (not including motor vehicle collisions or manner of driving complaints),** traffic light malfunction or parking by-law complaints; **[2016]**

k) ~~For the duration of the construction of the new headquarters,~~ Cadets will monitor video security surveillance cameras **in relation to the security of a Police facility/assets** under the direction and supervision of **Police Officer(s) on any shift.** ~~the First (1st) and Third (3rd) Relief General Patrol Supervisors. This supervisory provision is without prejudice and precedent and is provided in this instance only and only for the duration of the construction.~~ For all other activities the parties agree Cadets have dedicated supervisory staff assigned and dedicated to that function. ~~This provision expires immediately upon completion of all previously determined Units and functions being relocated to the headquarters building.~~ It is further agreed that Cadets monitoring the security cameras are not to respond to any security issue, but are to act as "eyes and ears" only and will contact Police to respond to those matters. **[2016]**

l) In the Central Processing Unit, Cadets will be restricted to the following duties:

i. Conduct monitor checks for persons within CPU.

ii. Forward requests from those in custody to arresting teams or processing Police Officers as required.

iii. Monitor cell cameras via central monitor at CPU desk and report as required.

iv. For non-violent persons only – Deliver food/water/blanket to persons in custody under direct supervision of a Police Officer.

v. For non-violent persons only – Assist directly supervising Police Officers, with escorts to washroom and identification facilities within the Central Processing Unit.

In this regard, it is understood that; non-violent person means that the person:

- is not displaying aggressive or violent behavior

- has no CPIC or NICHE cautions for violence; and

- has no convictions for violent offences.

For the purposes of this Section, direct supervision by a Police Officer means close physical proximity, such that an Officer is able to provide immediate physical assistance or direction to a Cadet when interacting with person(s) held in the Central Processing Unit.

m) Additional Cadet duties:

i. Section 143 Highway Traffic Act – Walk on roadway where sidewalk provided.

ii. Non-Smokers Health Protection Act – Section 2(1)

iii. Petty Trespass Act

iv. Liquor Control Act Section 112 – Have liquor in an unauthorized place.

However these authorities are provided for happenstance or "on view" occasions only, and under no circumstances are Cadets to be specifically assigned to Highway Traffic Act and Liquor Control Act enforcement projects or duties with those functions as a main purpose.

n) Participation in the Mounted Horse Patrol.

o) First right to backfill any temporary vacancy in the River Patrol Unit. [2016]

8. HOUSEKEEPING

ARTICLE XII – FRINGE BENEFITS

1. Statutory Holidays

a) The following days shall be observed and compensated in time off as statutory holidays.

1.	New Year's Day	7.	~~The August Civic Holiday~~**Terry Fox Day**
2.	Louis Riel Day	8.	Labour Day
3.	Good Friday	9.	Thanksgiving Day
4.	Easter Monday	10.	Remembrance Day
5.	Victoria Day	11.	Christmas Day
6.	Canada Day	12.	Boxing Day

and any date proclaimed by the Government of Canada, or the Province of Manitoba as a public holiday, or any day designated by the Mayor of Winnipeg by proclamation as a holiday for the City of Winnipeg, or any day on which any of the above holidays are observed by the City. **[2016]**

ARTICLE XVII – FRINGE BENEFITS

1. Statutory Holidays

a) The following days shall be observed and compensated in time off as statutory holidays.

1.	New Year's Day	7.	~~The August Civic Holiday~~**Terry Fox Day**
2.	Louis Riel Day	8.	Labour Day
3.	Good Friday	9.	Thanksgiving Day
4.	Easter Monday	10.	Remembrance Day
5.	Victoria Day	11.	Christmas Day
6.	Canada Day	12.	Boxing Day

and any date proclaimed by the Government of Canada, or the Province of Manitoba as a public holiday, or any day designated by the Mayor of Winnipeg by proclamation as a holiday for the City of Winnipeg, or any day on which any of the above holidays are observed by the City. **[2016]**

9. LETTERS OF UNDERSTANDING

The following Letters of Understanding are renewed:

Letter of Understanding No. 1 - Clothing Index
Letter of Understanding No. 3 - Worker's Compensation
Letter of Understanding No. 4 Conversion of Shift Premium to Extra Duty Leave for Staff and Police Components
Letter of Understanding No. 5 - Revisions to Promotion Plan
Letter of Understanding No. 10 - Group Life Insurance
Letter of Understanding No. 01-15 - Classification Review
Letter of Understanding No. 01-16 - Respectful Workplace
Letter of Understanding No. 06-17 - River Patrol Unit
Letter of Understanding No. 06-18 - Promotion Plans
Letter of Understanding No. 06-19 - Joint Consultation
Letter of Understanding No. 09-20 – Hiring Retired Members in the Communications Centre

The following Letters of Understanding from the 2012-2016 Collective Agreement will be amended as attached to this offer:

Letter of Understanding #6 -	**Job Share – Staff Component [2016]**
Letter of Understanding #8 -	**Job Share – Police Component [2016]**
Letter of Understanding #11 -	**Civilianization [2016]**

10. SUPLEMENTARY AGREEMENTS

Winnipeg Police Service Promotion Plan – AMEND
Civilian Member Promotion And Staffing Plan – RENEW
Winnipeg Police Service - Police and Staff Sector Re: Clothing Point System – RENEW

12. Term of Agreement

Thirty (60) Month Term – December 24, 2016 to December 31, 2021.

13. GENERAL WAGE INCREASE – SUBJECT TO ACCEPTANCE OF THIS OFFER

ARTICLE XI

1. Remuneration

a. Effective December 31, 2017 – increase wages by two point five percent (2.5%).

b. Effective December 31, 2018 – increase wages by two point five percent (2.5%).

c. Effective December 31, 2019 – increase wages by two point five percent (2.5%).

d. Effective June 30, 2020 – increase wages by one point zero percent (1.0%).

e. Effective December 31, 2020 – increase wages by one point five percent (1.5%).

f. Effective June 30, 2021 – increase wages by one point zero percent (1.0%).

g. Effective December 31, 2021 – increase wages by one point five percent (1.5%).

ARTICLE XVI

1. Remuneration

a. Effective December 31, 2017 – increase wages by two point five percent (2.5%).

b. Effective December 31, 2018 – increase wages by two point five percent (2.5%).

c. Effective December 31, 2019 – increase wages by two point five percent (2.5%).

d. Effective June 30, 2020 – increase wages by one point zero percent (1.0%).

e. Effective December 31, 2020 – increase wages by one point five percent (1.5%).

f. Effective June 30, 2021 – increase wages by one point zero percent (1.0%).

g. Effective December 31, 2021 – increase wages by one point five percent (1.5%).

Schedule C

Effective April 6, 2014 a new Staff Component Salary Schedule (Schedule C-2) will apply to all new employees hired into the specifically enumerated Staff classifications and/or positions attached at Schedule C-2 on or after April 6, 2014. The balance of all Staff Component employees shall continue to follow the current salary schedule. For the sake of clarity:

a) All Staff Component employees hired prior to April 6, 2014, will follow the current Salary Schedule and will receive the increases as outlined above for the term of this Collective Agreement. Should a Staff Component employee, who was hired prior to April 6, 2014, apply for and be awarded, or be assigned to a different position within the Winnipeg Police Service Staff Component, the salary for the employee will be based upon the Staff Schedule that is applicable to employees hired prior to April 6, 2014 and not the "New" Staff Component Salary Schedule as defined below.

b) Effective April 6, 2014, a new Salary Schedule (Schedule C-2) shall be agreed upon which will see certain existing Staff classifications and/or positions paid at different salary levels going forward (the "New Salary Schedule"). All new staff hired into any of the attached enumerated classifications and/or positions, on or after April 6, 2014, will be subject to the New Salary Schedule. Such members will receive the increases as outlined above for the term of this Collective Agreement, but based upon the New Salary Schedule.

c) **Effective the date of ratification of this collective agreement by City Council, the following classifications shall be added to Schedule C-2:**

Mechanics
Mechanic Apprentice
Shop Foreman
Caretaker
Supervisor Caretaker

All new staff hired into any of the above listed classifications and/or positions, on or after the date of ratification of this collective agreement by City Council, shall be subject to Schedule C-2. Such members will receive the increases as outlined above for the term of this Collective Agreement, but based upon Schedule C-2 [2016]

~~**Mechanics Rate of Pay**~~

~~Effective Pay Period #3, 1998, an additional entry level for Mechanic (#6631) and Assistant Mechanic (#6633) to be added at ninety percent (90%) for current entry level increment.~~

Agreed this 5th day of June, 2017.

John H.Dawson,
Senior Labour Relations Officer
For the City of Winnipeg

Maurice Sabourin, President
For The Winnipeg Police Association

6/5/2017 8:59 PM

LETTER OF UNDERSTANDING NO. 6
(Amended June 5, 2017)
BETWEEN
THE CITY OF WINNIPEG
AND
THE WINNIPEG POLICE ASSOCIATION

RE: JOB SHARING – STAFF COMPONENT

The City of Winnipeg and the Winnipeg Police Association encourage employees to retain their employment with the City of Winnipeg, particularly during child bearing/child rearing years. One way of doing this is through a formal job sharing agreement.

Job sharing restructures full-time work to meet the particular needs of employees who might otherwise be forced to resign from their jobs.

1. **Ending this Agreement**

   This Job Sharing Program may be ended at any time by either the Police Service or the Association, after thirty (30) working days' written notice.

2. **Application for Job Sharing**

   a) Any two (2) employees may submit a request to share a job to the Chief of Police;

   b) Both the applicants must be employed in positions of the same classification at the time the request is submitted;

   c) One (1) of the applicants must currently hold the job to be shared; and

   d) Positions which become vacant due to a job sharing arrangement will be filled, on a temporary basis, through the normal promotion/recruitment/ acting process.

   e) The Police Service will reasonably exercise discretion in approving a job sharing arrangement

3. **Eligibility for Job Sharing**

   a) Applicants must be:

      i. full-time employees with at least two (2) years' continuous full-time employment in their current position; or

      ii. part-time employees in the Communications Centre with the equivalent of two (2) years' full-time employment in their current position; and

   b) Applicants must have satisfactory performance in their current position.

4. **Division of Duties**

Employees sharing a job must work:

a) full days/shifts only, and

b) at least two (2) days/shifts per week **excluding a week or shift where the Employee is on extended weekly leave [2016]**

5. Retention of Permanent Status

An employee with permanent status will retain that status while sharing a job.

6. Seniority

While sharing a job, employees will acquire seniority based on the actual time they work.

7. Increments

Employees sharing a job will be granted a salary increment on accumulating the equivalent of one (1) year of satisfactory full-time service.

8. Ineligibility for Acting Positions

Participants in the Job Sharing Program are not eligible for acting positions while they are sharing a job.

9. Holiday and Clothing Benefits

Benefits provided under the Collective Agreement for statutory holidays, annual leave, sick leave, and clothing issue will be prorated according to actual hours worked.

10. Weekly Leave

For employees sharing a job:

a) Weekly leave is considered to be the days or shifts when neither employee is scheduled to work; and

b) Off-duty time is considered to be the time when neither employee is scheduled to be on duty.

c) Once per year Job Sharers may trade a shift for a shift to allow for an extended weekly leave period. [2016]

11. Statutory Holidays

a) A job share employee who works on a statutory holiday, as defined in Article XVII-1(a) of the Collective Agreement, will not receive compensatory time off in lieu of a premium payment for working on a statutory holiday. However, such an employee shall receive the appropriate and equivalent compensation in pay, commensurate with the position worked, as described in Article XVII-1 of the Collective Agreement.

M.S.

b) For the purposes of clarity, all job share positions involving a modified Four/Ten (4/10) work schedule in the Communications Centre, Records and Reports Management Division or any other staff position with shortfall hours as described herein, or referred to in Appendix B-7(a), 8(a) or variation thereof, shall be considered to be sharing a forty (40) hour worker position.

c) The Statutory Leave credit compensation one hundred and forty-nine point five (149.5) hours as described in Article XVII-1(b)(i), (ii) will be applied to the two hundred and fifty-six (256) hour shortfall balance for a remainder of one hundred and seven (107) hours shortfall.

d) In lieu of one hundred and seven (107) shortfall hours as described in Appendix B, members in sharing a position where such shortfall hours apply, will each be deducted, on an annual basis, fifty-three and one-half (53.5) hours from pay, which is equivalent to one-half (.5) the amount of the remaining shortfall. The deduction is to be applied evenly throughout the pay periods.

e) All appropriate overtime rates on statutory holidays will be compensated as set out in the applicable provisions of the Collective Agreement.

12. Overtime

For employees sharing a job:

a) Overtime is considered as time worked in excess of the normal working day/shift; and

b) Compensating time off in lieu of overtime pay will not be provided.

13. Accumulated Annual Leave

a) Employees sharing a job will have their accumulated annual leave credits frozen at the date the job sharing begins;

b) No further annual leave credits will accumulate while they are sharing a job;

c) While they are sharing a job, employees will be paid, every two (2) weeks, the equivalent value of annual leave earned, and

d) On returning to full-time employment after leaving a job sharing arrangement, employees will resume accumulating annual leave credits.

14. Dental Care

Members sharing a job will receive fifty percent (50%) of the maximum benefit levels payable to full-time employees under the terms of the City of Winnipeg Dental Plan.

15. Vision Care

Members sharing a job will receive fifty percent (50%) of the maximum benefit levels payable to full-time employees under the terms of the City of Winnipeg Vision Care Plan.

16. Maternity Leave

Employees sharing a job will receive maternity leave benefits Article XVII-10(1) and XVII-10(2), subject to the following conditions:

a) The qualifying period of employment for maternity leave benefits, specified in Article XVII-10(1)(a) and (2)(a); shall be continuous full-time employment or the equivalent in cumulative part-time service;

b) The term "weeks", as used in Article XVII-10(1)(a), (b), (c), (e) and in Article XVII-10(2)(a)(ii), (c)(i/ii), (d)(i/ii) and (f), refers to calendar weeks; and

c) The return to work agreement specified in Article XVII-10(2)(b) will require an individual participating in the Job Sharing Program following Plan "B" maternity leave to return to work for a period of time equivalent to six (6) months of cumulative full-time service.

17. Employment Insurance and Canada Pension Plan Contributions

Employment Insurance and Canada Pension Plan contributions and benefits will follow Federal Government schedules and guidelines.

18. Withdrawal From a Job Sharing Position, Initiated By an Employee

a) An employee who is sharing a job may apply for promotion in the normal manner.

b) An employee may also voluntarily dissolve the job share arrangement. The job sharer will return to the position held before the job share, or if a position is no longer available, will be returned to a comparable position, at not less than the same wages, for which he or she qualifies if such a position is available. If a comparable position at not less than the same wages is not available, the job sharer will be placed in a position for which he or she qualifies that is closely matched in duties and wages. In such an event the job sharer shall be given the first available vacancy for a comparable position, at not less than the same wages, for which he or she qualifies.

c) Only employees who were full-time employees before sharing a job may apply for full-time positions and only employees who were part-time employees before sharing a job may apply for part-time positions.

d) The employee must give at least one (1) months' notice of intention to withdraw from the job sharing position.

e) The remaining employee may submit a request to the Chief of Police to share the job with another colleague.

f) If the job is not shared with another colleague within seven (7) days of the position becoming partially vacant, the remaining employee must return to full-time employment in that position, and

g) This procedure shall also apply to extended periods of leave, such as maternity or lengthy illness or injury.

19. Ending a Job Sharing Arrangement, Initiated By The Police Service

a) In a job sharing arrangement of one (1) year or less:

i. The Police Service must give the job sharers at least one (1) month's written notice of intention to end the arrangement, and

ii. The job sharers will return to the positions held before the job share, or if a position is no longer available, will be returned to a comparable position, at not less than the same wages, for which he or she qualifies if such a position is available. If a comparable position at not less than the same wages is not available, the job sharer will be placed in a position for which he or she qualifies that is closely matched in duties and wages. In such an event the job sharer shall be given the first available vacancy for a comparable position, at not less than the same wages, for which he or she qualifies.

b) In a job sharing arrangement which has continued for longer than one (1) year:

i. The Service must give the job sharers at least ninety (90) days' notice of intention to end the arrangement, and

ii. The job sharers will return to the positions held before the job share, or if a position is no longer available, will be returned to a comparable position, at not less than the same wages, for which he or she qualifies if such a position is available. If a comparable position at not less than the same wages is not available, the job sharer will be placed in a position for which he or she qualifies that is closely matched in duties and wages. In such an event the job sharer shall be given the first available vacancy for a comparable position, at not less than the same wages, for which he or she qualifies.

c) The Police Service will reasonably exercise discretion in ending a job sharing arrangement.

AGREED THIS DATE:

June 5, 2017

For the Negotiating Committee of
the City of Winnipeg

For the Negotiating Committee of
the Winnipeg Police Association

6/5/2017 8:59 PM

LETTER OF UNDERSTANDING NO. 8
(Amended June 5, 2017)
BETWEEN
THE CITY OF WINNIPEG
AND
THE WINNIPEG POLICE ASSOCIATION

RE: JOB SHARING - POLICE COMPONENT

The City of Winnipeg and the Winnipeg Police Association encourage employees to retain their employment with the City of Winnipeg, particularly during child bearing/child rearing years. One way of doing this is through a formal job sharing agreement.

Job sharing restructures full-time work to meet the particular needs of employees who might otherwise be forced to resign from their jobs.

1. **Ending this Agreement**

   This Job Sharing Program may be ended at any time by either the Police Service or the Association, after thirty (30) working days' written notice.

2. **Application for Job Sharing**

   a) Any two (2) members may submit a request to share a job to the Chief of Police;

   b) Both the applicants must be employed in positions of the same rank at the time the request is submitted (the rank of Constable will be considered a single rank level);

   c) One (1) of the applicants must currently hold the job to be shared, and

   d) Positions which become vacant due to a job sharing arrangement will be filled, temporally, through the normal promotion/recruitment/acting process.

   e) The Police Service will reasonably exercise discretion in approving a job sharing arrangement.

3. **Eligibility for Job Sharing**

   Applicants must have:

   a) at least four (4) years' Police experience; and

   b) satisfactory performance in their current position.

4. **Division of Duties**

   Members sharing a job must work:

   a) full days/shifts only, and

b) at least two (2) days/shifts per week **excluding a week or shift where the Member is on extended weekly leave. [2016]**

5. **Retention of Permanent Status**

A member with permanent status will retain that status while sharing a job.

6. **Seniority**

While sharing a job, members will acquire seniority based on the actual time they work.

7. **Increments**

Members sharing a job will be granted a salary increment on accumulating the equivalent of one (1) year of satisfactory full-time service.

8. **Ineligibility for Acting Positions**

Participants in the Job Sharing Program are not eligible for acting positions while they are sharing a job.

9. **Holiday and Clothing Benefits**

Benefits provided under the Collective Agreement for statutory holidays, annual leave, sick leave, and clothing issue will be prorated according to actual hours worked.

10. **Weekly Leave**

For members sharing a job:

a) Weekly leave is considered to be the days or shifts when neither member is scheduled to work, and

b) Off-duty time is considered to be the time when neither member is scheduled to be on duty

c) **Once per year Job Sharers may trade a shift for a shift to allow for an extended weekly leave period. [2016]**

11. **Statutory Holidays**

A member sharing a job, which would normally qualify for a statutory holiday compensation credit as described in Article XII 1(b) of the Collective Agreement, will receive, on an annual basis, one-half (.5) the amount normally provided to qualifying full-time members. Members will receive six and one-quarter (6.25) hours' pay compensation following each statutory holiday as it occurs while they are job sharing. It will be the members' responsibility to arrange the equitable split of the statutory holidays worked during the year. They will not receive compensatory time off in lieu of a premium payment for working on a statutory holiday. All overtime worked on a statutory holiday shall be subject to compensation as per all applicable provisions of the Collective Agreement.

M.S.

A member sharing a job which would not normally qualify for a statutory holiday compensation credit and works on a statutory holiday as defined in Article XII-1(a):

a) Will receive the applicable compensation, commensurate to the position worked as described in Article XII-1.

b) Will not receive compensatory time off in lieu of a premium payment for working on a statutory holiday

12. Overtime

For members sharing a job:

a) Overtime is considered as time worked in excess of the normal working day/shift, and

b) Compensating time off in lieu of overtime pay will not be provided.

13. Court Attendance

A member who is required to appear in court will be compensated at premium rates if the appearance is outside the regular days/hours of the job sharing position.

14. Accumulated Annual Leave

a) Members sharing a job will have their accumulated annual leave credits frozen at the date the job sharing begins;

b) No further annual leave credits will accumulate while they are sharing a job;

c) While they are sharing a job, members will be paid, every two (2) weeks, the equivalent value of annual leave earned; and

d) On returning to full-time employment after leaving a job sharing arrangement, members will resume accumulating annual leave credits.

15. Dental Care

Members sharing a job will receive fifty percent (50%) of the maximum benefit levels payable to full-time employees under the terms of the City of Winnipeg Dental Plan.

16. Vision Care

Members sharing a job will receive fifty percent (50%) of the maximum benefit levels payable to full-time employees under the terms of the City of Winnipeg Vision Care Plan.

17. Maternity Leave

Members sharing a job will receive maternity leave benefits under Article XII-8 (2) and XII-8(3), subject to the following conditions:

a) The qualifying period of employment for maternity leave benefits, specified in Articles XII-8(2)(a) and XII-8(3)(a), will be continuous full-time employment or the equivalent in cumulative part-time service;

b) The term "weeks", as used in Article XII-8(2)(a) and (e) and in Article XII-8(3), (3)(b), (3)(f)(i/ii), (3)(i)(a), (b) and (e), refers to calendar weeks; and

c) The Return to Work Agreement specified in Article XII-8(3)(e) will require an individual returning to the job sharing position work after Plan "B" maternity leave to work for a period of time equivalent to six (6) months of cumulative full-time service.

18. Employment Insurance and Canada Pension Plan Contributions

Employment Insurance and Canada Pension Plan contributions and benefits will follow Federal Government schedules and guidelines.

19. Withdrawal From a Job Sharing Position, Initiated By a Member

a) A member who is sharing a job may apply for promotion or transfer in the normal manner;

b) This member must give at least one (1) months' notice of intention to withdraw from the job sharing position;

c) The remaining member may submit a request to the Chief of Police to share the job with another colleague;

d) If the job is not shared with another colleague within seven (7) days of the position becoming partially vacant, the remaining member must return to full-time employment in that position, and

e) This procedure shall also apply to extended periods of leave, such as maternity or lengthy illness or injury.

20. Ending a Job Sharing Arrangement, Initiated By The Police Service

a) In a job sharing arrangement of one (1) year or less:

i. The Police Service must give the job sharers at least one (1) month's written notice of intention to end the arrangement; and

ii. The job sharers will return to the positions held before the job share, or if a position is no longer available, will exercise their rights as if they had remained in the job.

M.S.

b) In a job sharing arrangement which has continued for longer than one (1) year:

i. The Service must give the job sharers at least ninety (90) days' notice of intention to end the arrangement, and

ii. The job sharers will return to a position at the same rank.

AGREED THIS DATE:

JUNE 5, 2017

For the Negotiating Committee of
the City of Winnipeg

For the Negotiating Committee of
the Winnipeg Police Association

LETTER OF UNDERSTANDING NO. 11
(June 5, 2017)
BETWEEN
THE CITY OF WINNIPEG
AND
THE WINNIPEG POLICE ASSOCIATION

RE: CIVILIANIZATION

The City of Winnipeg and the Winnipeg Police Association agree to form a Joint Committee to review options for Civilianization in accordance with Article IX of the Collective Agreement.

Central Processing Unit & Central Reading Unit

The Parties agree to the Civilianization of the Central Processing Unit (CPU) and the Central Reading Unit (CRU) upon the ratification of the Collective Agreement by City Council and subject to the following: [2016]

1. **Dialogue shall commence forthwith between the Parties for the conversion of police officer positions to the Data Voice Entry (DVE) classification in the CRU and a new "jail guard" classification in CPU; [2016]**

2. **Staff Members in both areas will be under the general supervision of a police officer(s); and [2016]**

3. **The Parties agree that the above is subject to the common understanding that the reading of reports, remains work that requires a police officer and that those functions will be performed by Sergeants working in various districts. The Parties agree that the functions that are being converted to DVE classification are limited to statistical compilations and categorization for both the WPS and Statistics Canada.**

4. **Any conversion of positions will be done by attrition and will not result in any direct loss of positions or layoffs.**

5. **Either party may refer a dispute concerning Article IX-3(b) to arbitration in accordance with Article VI of the Collective Agreement. [2016]**

Lou II. Civilization

AGREED THIS DATE:

JUNE 5, 2017

For the Negotiating Committee of the City of Winnipeg

For the Negotiating Committee of the Winnipeg Police Association

SUPPLEMENTARY AGREEMENT

WINNIPEG POLICE SERVICE POLICE PROMOTION PLAN

This Supplementary Agreement pursuant to the provisions of Article II-3, Additional Conditions of Employment, is made between the City of Winnipeg and The Winnipeg Police Association, this ~~11~~th day of ~~June, 2012~~. **2017-06-05**

The persons involved in administering the guidelines and principles of this plan will do so to the best of their ability and in keeping with the objectives of the promotion plan.

This promotion plan is effective as of ~~**2012-06-11**~~ **2017-06-05** and renders null and void any or all previous promotion plans in existence, and will be referred to as the Winnipeg Police Service Promotion Plan and any reference to the Promotion Plan in the Collective Agreement references this new Promotion Plan.

The parties hereby agree that, in accordance with Article XIII-1, Promotion from Rank to Rank, the following provisions and conditions shall constitute the Promotion Plan for members of the Winnipeg Police Service, Police Component effective ~~**2012-06-11**~~ **2017-06-05**, and that said Promotion Plan shall be made available to all members of the Association affected by its contents and said promotion plan and amendments shall constitute part of the Collective Agreement.

~~It is understood that, dependent upon need, there may be no more than two competitions per year for the rank of Inspector.~~

ARTICLE 1. PROMOTION PLAN OBJECTIVE

It is understood and herein stated that:

a) the fundamental purpose of the promotion plan is to promote qualified personnel to ensure the future welfare and continuing efficiency of the Winnipeg Police Service;

b) the promotion process shall occur in a timely and fair manner allowing equal opportunity to all the participants;

c) no participant will be discriminated against or receive any benefit from the promotion plan.

ARTICLE 2. PROMOTION ELIGIBILITY

Members of the Service with a total of eight consecutive years or more as a Constable as of the date of the promotion competition exam may apply for promotion.

Members of the Service having 18 completed months in the rank of Patrol or Detective Sergeant as of the date of the promotion examination may apply for promotion to the rank of Sergeant.

Members of the Service having 18 completed months in the rank of Sergeant as of the date of the promotion examination may apply for promotion to the rank of Staff Sergeant. ~~or Inspector.~~

~~Members of the Service in the rank of Staff Sergeant may apply for promotion to the rank of Inspector in any year in which applications are being accepted for that rank.~~

All members of the Mandatory Physical Fitness Program (hired after 89-09-05) are responsible to arrange their annual fitness appraisals and must have met the fitness standard within the previous 12 months leading up to the promotion application deadline.

The Mandatory Physical Fitness Program forms part of the Collective Agreement and any member on the mandatory program not meeting the fitness standard by the stated application deadline will be ineligible for promotion to the rank to which he/she is applying for and will not be permitted to write the exam. In addition, that member would not be permitted to act in a higher rank.

An exemption may be approved for cases of physical injuries or health conditions that may limit the police member's ability to safely complete their appraisal and/or limit the ability to meet the fitness standard. Exemptions are generally for a 12 month period. In cases of chronic debilitating illnesses, an ongoing exemption may be provided at the discretion of the Fitness Coordinator, Behavioural Health Unit and/or the Occupational Health Branch.

It is the responsibility of each member to ensure their completion of the fitness appraisal by the promotion application deadline.

ARTICLE 3. VACANCIES

Vacancies are identified as either anticipated or actual according to the authorized complement.

(a)The anticipated number of vacancies in each rank will be based on projections in the authorized complement and published in a Routine Order prior to the exam.

(b) The actual number of vacancies to be filled will be determined by the Service prior to May 1st based on the authorized complement.

(c)All vacancies will be filled in descending order, starting with the candidate with the highest overall combined score.

ARTICLE 4. RATIOS

To allow for increased manageability of the promotion plan and to minimize the total time requirement of the process, the ratios of candidates to vacancies advancing to the Performance Assessment and structured interview components will be reduced according to the following scale:

Projected Vacancies

0-1 Opening – 10 candidates

2-10 Openings – 5 candidates per opening in addition to the 0-1 candidates

Each additional opening after 10 – 3 candidates per opening

In circumstances where the ratio is being applied and two or more candidates have tied scores for the final position, then those candidates will be allowed to proceed to the Performance Assessment and structured interview stages of the promotion process.

The ratio will be applied once the examination mark and seniority factors have been calculated for the Patrol/Detective Sergeant and Sergeant competitions.

The ratio for the Staff Sergeant ~~and Inspector~~ competitions will be calculated on completion of the examination component.

Once eligible members have been scheduled for structured interview in accordance with the above ratio, no other members will be added to the schedule except in exigent circumstances and only by mutual agreement of the Association and the Service.

ARTICLE 5. NOTIFICATION FOR PROMOTION PROCESS

The Human Resources Division will publish a Routine Order prior to June 15th. This will include the competencies for each rank as well as the projected timelines for the following components; application, exam and interview.

Applications for promotion will be distributed by the Human Resources Division and will be returnable 28 days from the date of issue. Applications returned after the stated deadline will not be considered.

Divisional Commanders are responsible for advising members under their command who are on annual leave, sick leave or otherwise absent from work, of the commencement of the promotional process.

ARTICLE 6. PROMOTION FROM RANK TO RANK

The following components will constitute the basis for calculating a candidate's overall score achieved during the Promotion process:

RANK	COMPONENT	VALUE
Constable to Patrol/Detective Sergeant:	Seniority	15 points
	Exam	20 points
	Performance Assessment	25 points
	Structured Interview	40 points
		100 points

RANK	COMPONENT	VALUE
Patrol/Detective Sergeant to Sergeant:	Seniority	10 points
	Exam	25 points
	Performance Assessment	25 points
	Structured Interview	40 points
		100 points

M.S.

RANK	COMPONENT	VALUE
Sergeant to Staff Sergeant:	Exam	25 points
	Performance Assessment	25 points
	Structured Interview	50 points
		100 points

~~RANK~~	~~COMPONENT~~	~~VALUE~~
~~Sergeant or Staff Sergeant to Inspector:~~	~~Exam~~	~~25 points~~
	~~Performance Assessment~~	~~25 points~~
	~~Structured Interview~~	~~50 points~~
		~~100 points~~

In the event two or more candidates achieve the same total score, the following shall be used as tie breakers in the following order, to determine the order of promotion:

(1) the seniority list based on date of appointment to the Constable rank, and if required
(2) the higher Structured Interview Rating, and if required
(3) the higher Performance Assessment mark, and if required,
(4) the higher exam mark.

In the event that two or more candidates are tied in total points for the last designated vacancy, such members will be promoted into the first available vacancies that arise, utilizing the above criteria, provided that the vacancy occurs prior to May 1st following the conclusion of a promotion competition.

ARTICLE 7. ACTING IN A HIGHER RANK

A Constable must achieve a mark of 65% or greater on the promotion examination in order to be eligible to act in a higher rank.

In the event a shift has no Constable on the acting list and a need develops to fill an acting position, then members with five years completed service will be considered, following which seniority combined with satisfactory work performance and current assignments shall be the criteria used to determine who shall act.

The Human Resources Division will publish the list of successful exam candidates for acting purposes after completion of the Promotion process.

Eligibility for acting at all other ranks will be determined by satisfactory work performance and current assignments.

A member who refuses to act without reasonable excuse for refusing such an assignment, shall be removed from the Acting List for the current year.

ARTICLE 8. EXAMINATION

Written examinations will be held at all ranks. The questions shall be derived from topics contained within the Winnipeg Police Service Procedure Manual and the Collective Agreement. Examination questions and answers pertaining to the Collective Agreement will be reviewed by the Promotion

Review Committee.

The examination shall consist of 50 multiple choice questions, open book format using electronic/computer resource material as an aid and be of 120 minutes duration.

Examination dates are held subject to the availability of facilities. Examination dates will, wherever possible, alternate between "A" days off and "B" days off in each year.

All members applying for the ranks of Patrol/Detective Sergeant, Sergeant, and Staff Sergeant ~~and Inspector~~ will be required to write a promotion exam. The exam mark obtained in any competition will not be carried over and utilized for a promotion competition in a subsequent calendar year.

~~Sergeants writing the examination for promotion to the rank of Staff Sergeant shall not be allowed to utilize that examination mark should they apply for promotion to the rank of Inspector. Conversely, Sergeants writing the examination for promotion to the rank of Inspector shall not be allowed to utilize that examination mark should they apply for promotion to the rank of Staff Sergeant.~~

A candidate must achieve a mark of 65% on the examination in order to proceed to the next promotion component.

The examination raw score will be directly converted to the corresponding value pertaining to the specific rank as outlined in Article 6.

For all levels of the promotion process no marks shall be disclosed by the persons grading other than disclosure to the Human Resources Division and all marks will be confidential until completion of the process with the exception of providing individual candidates with their own exam mark.

On request by a candidate, the Human Resources Division will provide that candidate with his/her current standing at any point in the competition provided this can be done without revealing the identity, score or standing of any other candidate.

ARTICLE 9. COMPENSATING TIME OFF

Members participating in the promotion competition will receive the following;

a) Members who are off duty and are writing the promotion examination for the rank of Patrol/Detective Sergeant, Sergeant, and Staff Sergeant ~~or Inspector~~ will receive three hours of Extra Duty Leave.

b) Members participating in any other component of the promotion process will do so on their own time.

c) Members asked to participate as a respondent in the Performance Assessment portion of the promotion competition will not be compensated in the inaugural process. A review will be conducted after the first year to measure the impact on member's personal time.

ARTICLE 10. SENIORITY CREDITS

Seniority credits shall be calculated on the basis of actual service accrued as of the date the promotion examination is written.

All members shall be entitled to monthly seniority credits, which will be added to the member's seniority credits for completed years of service based on date of appointment to the Constable rank.

A member must have commenced service prior to the 15th day of that month in order to receive seniority credits for that month.

Seniority credits for the rank of Patrol/Detective Sergeant shall commence when a member attains 8 years or more of service as of the date of the promotion examination and shall terminate once full seniority points have been achieved. For the rank of Patrol/Detective Sergeant, full seniority points will be achieved at 12 years. See Appendix "D"

Seniority credits for the rank of Sergeant shall commence when a member attains 10 years or more of service as of the date of the promotion examination and shall terminate once full seniority points have been achieved. For the rank of Sergeant, full points for seniority will be achieved at 16 years. See Appendix "E".
The seniority points for the both Patrol/Detective Sergeant and Sergeant competitions will be awarded to those candidates who achieved a passing grade of 65% or better on the promotion examination.

ARTICLE 11. PROMOTION DISQUALIFICATION

Notwithstanding other components of the Promotion Plan, an applicant may be disqualified from the promotion competition for cause.

The Promotion Disqualification Board consisting of persons holding the following confirmed rank positions:

- Chair: Superintendent
- Three Inspectors
- Executive Member of the WPA (non-voting member but participating advocate)

shall review the circumstances of the incident, determine if the member is to be disqualified and advise the member in writing of the cause. The notification will be made within ten working days of the Promotion Disqualification Board being notified of the circumstances.

Such disqualification would normally apply only to the current promotion process; however, depending on the severity of the incident may impact on consecutive promotion competitions. The Promotion Disqualification Board Chair will advise the candidate of the duration of the disqualification, to a maximum of 3 consecutive years.

Promotion applications submitted by a member after the term of disqualification has expired shall be reviewed by the Promotion Disqualification Board to determine if the cause for disqualification still exists. If such cause still exists, the aforementioned process of disqualification will be utilized.

If a member wishes to appeal disqualification, he/she will do so in writing to the Inspector of the Human Resources Division within five working days.

An Appeal Panel will be created in the event there is a dispute regarding the Promotion Disqualification Board decision to disqualify a member from the promotion competition. The panel shall consist of:

a) two Executive members of the Winnipeg Police Association, and
b) two Executive members of the Winnipeg Police Service as appointed by the Chief of Police or designate.

The panel will review the circumstances and a majority rule shall be binding. In the event of a split decision by the panel the matter will be referred to the Chief of Police for determination. Such determination is subject to the grievance process as set out in the Collective Agreement.

ARTICLE 12. PERFORMANCE ASSESSMENT

Each member who qualifies to advance after the exam component beyond the exam will be the subject of a Performance Assessment. Those who will be consulted will here-after be identified as "raters."

a) Candidates

i) Constables

Candidates will submit the names of four peers and two supervisors as raters in the performance assessment. For each Constable, Human Resources will select an additional two peers and one supervisor as raters. All of the names submitted must meet the criteria for selection as outlined in sub-section (b) of this Article.

	Peers	Supervisors
Candidate selects	4	2
Human Resources selects	2	1

ii) Patrol/Detective Sergeants~~,~~ and Sergeants ~~and Staff Sergeants~~

Candidates will submit the names of two subordinates, two peers and two supervisors as raters in the performance assessment. Human Resources will select one additional subordinate, one additional peer and one additional supervisor as raters. All of the names submitted must meet the criteria outlined in sub-section (b) of this Article.

	Subordinates	Peers	Supervisors
Candidate selects	2	2	2
Human Resources selects	1	1	1

b) Criteria for the selection of raters;

Candidates advancing to the Performance Assessment must consider the following criteria in their selection of raters. Raters selected by Human Resources will be subject to the same criteria and

priorities.

i) Raters must have three complete years of Winnipeg Police Service experience as of May 1st in that given year.

ii) Raters must have worked with, for, or supervised the candidate in the same platoon for a minimum of four months within the past four years prior to the date of the exam. A retired police officer may be used if their date of retirement from the Service does not exceed six months from the date of the exam. If circumstances exist where it is not possible to choose from a platoon, the rater must then be chosen from the candidate's unit. If it is not possible to choose from the platoon or unit, the rater must then be chosen from the candidate's division.

iii) WPS members must be given priority as raters chosen by the candidates. If circumstances exist where this criteria cannot be met, priority will then be given to the following raters in descending order;

- Sworn members from other law enforcement agencies
- WPS civilians
- Other civilians

iv) At least one of the three supervisory raters must be in the candidate's present and direct chain of command.

v) Candidates cannot choose a rater with whom they have an immediate family relationship or are involved in an intimate association.

vi) Those candidates who are unable to meet the given criteria are to submit the circumstances in writing to the Human Resources Commander.

c) Members who meet the above criteria and are identified as raters will be contacted by Human Resources for instructions.

i) The raters will receive a rating sheet with the five categories of Knowledge, Communication, Leadership, Judgement/Decision Making and Professionalism.

ii) Each category will have five statements that the raters will score the candidate on a scale of one to five.

iii) The rater will return the hard copy of their assessment in a sealed envelope marked Confidential to Human Resources who will collect the data, eliminate the two high scores and low score and tabulate all results, determining the score for each candidate.

iv) The score for each candidate will be based on total points accumulated from the remaining seven (7) assessments. Minimum point total of 176 must be achieved before points will be allotted under conversion to potential point totals as indicated in Article 6- Promotion from Rank to Rank.

v) The responses of each rater are confidential.

vi) Raters are prohibited from discussing their scoring assessments with the candidate or those representing the interests of the candidate.

d) Retention of completed Performance Assessments.

i) Completed Performance Assessments for candidates involved in the promotion process will be maintained by Human Resources, at a minimum of two years from the April 30th expiry date of the standing list for the given year, at which time they may be destroyed on mutual agreement of the Winnipeg Police Association and Human Resources.
ii) In the event of complaint or grievance being marshalled by the Association the Performance Assessment documents will be maintained by Human Resources for as long as the complaint/grievance process requires.

iii) Winnipeg Police Service and Association mutually agree that data may be retained by the Human Resources Division for the purpose of an in-depth study or review.

ARTICLE 13. PROMOTION PANEL

Each member who qualifies to advance to the interview component will appear before a Promotion Panel. The panel will be comprised of 3 persons according to the following criteria:

a) Two representatives from the Winnipeg Police Service as chosen by the Chief of Police or his designate according to the following confirmed rank scale:

Competition	**Rank**
Patrol/Detective Sergeant	Inspector
Sergeant	Inspector
Staff Sergeant	Inspector or Superintendent
~~Inspector~~	~~Deputy Chief or Superintendent~~

b) An employee of the City of Winnipeg independent of the Winnipeg Police Service.

c) The integrity and credibility of the panel is paramount. The training and development of the Panel is imperative to ensure the proper functioning of this component. The WPS members of the panel will receive training in the Lominger Competencies and the WPS will provide training to the civilian members of the panels.

ARTICLE 14. CONFLICT OF INTEREST

Should any member of the panel or the candidates identify circumstances that would bring this promotion process into disrepute, then that person will advise the Inspector of Human Resources Division in writing. The Inspector of Human Resources will review the circumstances and, if justified, may appoint an alternate panel member.

ARTICLE 15. ROLE OF THE PROMOTION PANEL

The primary function of the panel is to achieve consensus and assess the promotion potential of the candidate based on the Structured Interview.

It is the responsibility of the Panel to assess the candidate fairly and objectively.

The factors considered in the Structured Interview are the Lominger Competencies.
The Inspector of Human Resources Division will appoint a chairperson who shall hold that position for the duration of the process. The chairperson will be responsible to ensure:

1. the process is applied and consensus is achieved in a fair and unbiased manner,
2. the starting and finishing times of the candidate interview are recorded, ensuring it does not exceed the time allowed by this plan.
3. panel members complete and sign all workbooks, consensus rating face sheets, and all forms are returned to the Inspector of Human Resources.

Five questions will be asked by the panel in a timed format as outlined in Article 16.

At the conclusion of the interview, panel members will then deliberate amongst themselves in order to achieve consensus utilizing the following guidelines:

a) each competency will be addressed in turn by each assessor
b) only the workbooks provided will be used
c) on completion, each competency will be reviewed by the panel in order to achieve a consensus rating
d) the numerical consensus rating will then be recorded by the chairperson on the form supplied.

It is understood that the numerical consensus rating will be arrived at prior to the commencement of the next candidate interview.

If necessary, panel members may conduct enquiries in order to verify the authenticity and accuracy of candidate information. Should inaccuracies be found and the panel has to adjust the numerical rating, the panel will:

a) meet with the Inspector of Human Resources,
b) complete the form noting the reason(s) for the panel's decision,
c) sign the form.

All panel members have equal status. No one panel member will be allowed to make an overwhelming contribution to the outcome of the consensus rating. Similarly, no one panel member will be allowed to act independently.

ARTICLE 16. STRUCTURED INTERVIEW

The candidate will appear before the panel and shall be presented with a number of sealed envelopes. Each envelope shall contain;

A cover sheet listing the 5 competencies to be utilized in the interview. (for candidate)
A candidate question booklet (for candidate)
A rating sheet (for panel)
A timer sheet (for panel)
A feedback sheet (for panel)
Interview Guides (for panel members)
The candidate shall select one of those envelopes and hand it to the Chair of the panel. The Chair of the panel will open the envelope and distribute the interview guides to the panel.

The Chair will provide instructions to the candidate. Upon completion of the instructions the candidate will be provided with the Cover Sheet and Candidate Question Booklet.

The timer shall be started upon the beginning of the first question being asked and shall run, uninterrupted, until either the candidate completes answering the questions or the thirty minutes expires, whichever occurs first. No other questions will be asked of the candidate.

A three minute time out period will then ensue prior to a five minute period where the candidate will be given the opportunity to expand further on their answers.

A member shall not be allowed to carry over Structured Interview Ratings from a previous competition.

ARTICLE 17. COMPETENCIES

It is understood that the competencies may change from rank to rank and may be grouped together. The list of **seven** ~~ten~~ competencies for each rank will be published by way of Routine Order. Competencies for the Structured Interview will be selected from the Lominger model.

ARTICLE 18. HUMAN RESOURCES INSPECTOR RESPONSIBILITIES

On completion of all components of the promotion process the Inspector of Human Resources or their designate will tabulate and record the results commencing with that candidate who achieved the highest combined score and listing those thereafter in descending order of succession.

The Inspector of Human Resources or their designate will then convene a meeting of the Promotion Advisory Board consisting of persons holding the following confirmed rank positions:

- Chair: Superintendent
- Three Inspectors
- Executive Member of the Winnipeg Police Association

The Promotion Advisory Board will then review the results of each stage of the promotion process. On

completion, the Board will report their findings and recommendations to the Chief of Police.

ARTICLE 19. FEEDBACK

Candidates may apply to obtain feedback by contacting the Inspector of Human Resources or their designate within 30 days of the results being published. All members are bound by Article V of the Collective Agreement.

ARTICLE 20. PROMOTION REVIEW COMMITTEE

The Promotion Review Committee consisting of persons holding the following confirmed rank positions:

- Deputy Chief – Support Services
- Inspector of Human Resources Division
- Executive Member(s) of the Winnipeg Police Association

shall meet at the conclusion of each promotion competition for the purpose of reviewing the process.

FOR THE WINNIPEG POLICE SERVICE

CITY OF WINNIPEG

FOR THE WINNIPEG POLICE ASSOCIATION

PRESIDENT WINNIPEG POLICE ASSOCIATION