THE CITY OF WINNIPEG

-and-

THE WINNIPEG POLICE SENIOR OFFICERS ASSOCIATION

MEMORANDUM OF AGREEMENT

DECEMBER 25, 2016 to DECEMBER 31, 2021

Errors and Omissions Excepted.

City: _____

WPSOA: _____

MEMORANDUM OF AGREEMENT
THE CITY OF WINNIPEG
and
WINNIPEG POLICE SENIOR OFFICERS ASSOCIATION
SEPTEMBER 13, 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 Senior Officers Association (WPSOA) shall recommend ratification of the amended Agreement to their respective principals. The City of Winnipeg and WPSOA agree, subject to ratification by both parties, to extend and amend the Collective Agreement that expired December 24, 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.

2. Term of Agreement

December 25, 2016 — December 31, 2021 (60 months)

3. General Wage Increase

The City shall increase all bi-weekly/hourly rates in effect as follows:

Effective December 31, 2017 – 2.50%
Effective December 31, 2018 – 2.50%
Effective December 31, 2019 – 2.50%
Effective June 30, 2020 – 1.00%
Effective December 31, 2020 – 1.50%
Effective June 30, 2021 – 1.00%
Effective December 31, 2021 – 1.50%

City: _____

WPSOA: _____

4. **Amendments to the Collective Agreement** — Appendix A

Article I – Respectful Workplace
Article I – Plural Terms
Article III – Senior Officer Standby Pay
Article IV – Statutory Holidays
Article IV – Sick Leave
Article IV – Vision Care
Article IV – Maternity Leave
Article IV – Parental Leave
Article V – Group Life Insurance
Article V – Retirement/ Resignation
Article VI – Grievance Procedure
Schedule A

5. **Letters of Understanding**

Renew:

LETTER OF UNDERSTANDING NO 2. – Reduction in Police Staffing Level
LETTER OF UNDERSTANDING NO 3. – Reduction in Civilian Staffing
LETTER OF UNDERSTANDING NO 5. – Accommodation
LETTER OF UNDERSTANDING NO 6. – Pensions
LETTER OF UNDERSTANDING – Unilateral Furlough Strategy

Delete:

LETTER OF UNDERSTANDING NO 7. – Special Events Coordinator

Revise:

LETTER OF UNDERSTANDING NO 1. – Inordinate Overtime
LETTER OF UNDERSTANDING NO 4. – Respectful Workplace

Add:

LETTER OF UNDERSTANDING NO 8. – Bargaining Unit Work

Agreed this 13th day of September 2017.

For the Association

Kelly Dennison
President
WPSOA

For the City of Winnipeg

John H. Dawson
Senior Labour Relations Officer
City of Winnipeg

City:

WPSOA:

APPENDIX 1

Amendments to the Collective Agreement

ERRORS AND OMISSIONS EXCEPTED

ARTICLE I

3. Respectful Workplace

The City and the Association jointly affirm that every employee in the Winnipeg Police Service shall be entitled to a respectful and safe workplace. The environment must be free of behaviours such as discrimination, harassment, disruptive workplace conflict, disrespectful behaviour, and violence in the workplace.

The principal of fair treatment is a fundamental one and both the City and the Association will support employees who find themselves in a position that could jeopardize their well-being or undermine work relationships and productivity.

In addition, the parties agree that a respectful workplace includes a safe and healthy workplace as defined by the Manitoba Workplace Safety and Health Act.

Definitions

Although disrespectful behaviour, disruptive workplace conflict and harassment can be defined, in practice they overlap. The following definitions, although not all inclusive, have been designed to accommodate the different types of concerns that may arise.

a) Disrespectful behaviour is improper behaviour that is unwelcome and inappropriate in the workplace. It may happen once or continue over time. It can include:

- rude comments and swearing as well as spreading unfounded or misinformed rumours that damage people's reputations;
- actions that invade privacy or personal property or unwelcome gestures; and
- display or distribution of printed or electronic material that offends.

b) A disruptive workplace conflict is defined as an ongoing dispute or communication breakdown between two or more individuals that impacts their ability to work productively and cooperatively in the workplace.

City: _____

WPSOA: _____

c) Harassment is any behaviour that demeans, humiliates or embarrasses a person, and that a reasonable person should have known would be unwelcome. It may be a single incident or continue over time. Harassment includes:

- verbal abuse;
- bullying;
- actions such as touching or pushing;
- comments such as jokes and name calling;
- displays such as posters and cartoons;
- or abuses of power such as threats or coercion.

d) The Manitoba Human Rights Code prohibits harassment and discrimination related to the following characteristics; ancestry, race, ethnic or national origin, nationality, political belief, religion, family status, sex, including pregnancy, age, marital status, sexual orientation, source of income, **gender identity, social disadvantage,** and physical or mental disability. **[2016]**

The parties agree that there shall be no discrimination or harassment as defined by the Manitoba Human Rights Code. The parties further agree that there shall be no discrimination or harassment on the basis of place of residence and membership or activity in the Association.

e) Workplace violence is a threat that may include but is not limited to any act, gesture or statement that may be interpreted as threatening or potentially violent. A violent act is one that causes or may cause physical harm to persons or damage to property.

If there is a violation of this Article, the process outlined in the Letter of Understanding #4 Re: Respectful Workplace will apply.

4. Plural Terms

Whenever the singular is used in this Agreement, it shall be considered as if the plural has been used where the context of the party or parties hereto so require. Whenever a noun, pronoun, or adjective indicating gender or sex is used, the other gender or sex, including two-spirited, intersexed, transgendered and transsexual persons shall be deemed to be included. [2016].

City: _____

WPSOA: _____

ARTICLE III

4. Senior Officer Standby Pay

A Senior Officer who is placed on standby may elect to receive one (1) day's pay**, as a workday is defined in Article III paragraph 1a,** or equivalent leave with pay for each weekly tour of duty or portion thereof, during which standby service is performed. The Chief of Police shall retain exclusive discretion in determining when standby duty is required. If an Officer elects to be compensated with time off with pay, it shall be taken at a mutually convenient time

FRINGE BENEFITS

ARTICLE IV

1. Statutory Holidays

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

New Year's Day	Good Friday
Easter Monday	Victoria Day
Canada Day	~~August Civic Holiday~~ **Terry Fox Day [2016]**
Labour Day	Thanksgiving Day
Remembrance Day	Christmas Day
Boxing Day	Louis Riel Day

plus any date proclaimed by the Government of Canada, or the Province of Manitoba, as a public holiday, or any day designated by Her/His Worship the Mayor by proclamation as a holiday for the City of Winnipeg. Members of the Association who are required and authorized to work on any of the above mentioned statutory holidays shall, in addition to the member's normal pay for working said day, be paid or compensated in time off, subject to the provisions of Subsection (c), an additional one-half times (½x) for all hours so worked and additionally, they shall receive a day off with pay in lieu on another day not inconvenient to the Service.

17. ~~Sick~~ Health Recovery Leave [2016]

a) Defined as the period of time a member is absent from work with full pay by virtue of being sick or disabled or under examination or treatment of a licensed health care professional or because of an injury for which compensation is not payable under The Workers' Compensation Act.

b) The City may at any time require a member to submit documentation attesting to the necessity of the member to be absent from work on account of illness or injury. At its discretion, the City may require that the documentation be submitted prior to the member returning to duty.

City: _____

WPSOA: _____

c) Notwithstanding that the City does not specifically request medical documentation with respect to a particular absence, the member must submit such documentation if the absence for which the **health recovery** ~~sick~~ Leave claimed exceeds four (4) working consecutive days or if the Police Service has, for any reason, advised the member in writing that all future requests for **health recovery** ~~sick~~ Leave must be supported by a proper medical documentation. The member shall obtain and submit medical documentation from the City's Occupational Health Branch, or a licensed health care professional in relation to the specific absence. It is understood that the documentation may be subject to review by the Occupational Health Branch. **[2016]**

d) Effective from January 1, 1973, every member of the Association shall be granted sick leave credits at the rate of one and one-quarter (1¼) working days per month while in the employ of the City or fifteen (15) working days per year for purposes of being sick as defined in this Section. **Health recovery** ~~Sick~~ Leave credits will be credited to a member of the Association on a monthly basis for members who are employed less than a full calendar year, and on a yearly basis for members who are employed for a full calendar year, less the deduction of days absent from work due to sickness. **[2016]**

e) Subject to what is hereinafter provided, every member of the Association shall be allowed to accumulate unused **health recovery** ~~sick~~ Leave credits to a maximum of two hundred and sixty-one (261) working days. **[2016]**

~~f) When any member of the Association, hired before January 1, 1997, retires on pension or dies on or before January 1, 2005, he, or his estate, as the case may be, shall be entitled to receive pay or leave with pay, for the unused and unexpired sick leave standing to his credit at that time as a form of retirement, death or separation leave, to a maximum of one hundred and thirty two (132) working days.~~

~~Any member of the Service, hired before January 1, 1997, who retires on pension or dies after January 1, 2005, the member or the member's estate, as the case may be, shall be entitled to receive pay in an amount equivalent to the total of:~~

~~i) one hundred percent (100%) of unused sick leave which were accumulated during the last five (5) years of service, multiplied by the hourly rate of the member's confirmed rank on their last day of service; and~~

~~ii) twenty five percent (25%) of the remainder of unused sick leave credits earned prior to the five (5) year period specified in (i) above, multiplied by the hourly rate of the member's confirmed rank on their last day of service to a maximum of three hundred and seventy two (372) hours.~~

~~iii) Where a member has used more sick leave during their last five (5) years of employment than earned during that period of time, the excess of sick time used shall be deducted from the sick leave credits specified in (ii) above prior to the twenty five percent (25%) calculation is made in accordance with (ii) above.~~

City: _____

WPSOA: _____

f) **A member of the Service, hired before January 1, 1997, who retires on pension or dies, the member or the member's estate, as the case may be, shall be entitled to receive pay in an amount equivalent to the total of the following calculation:**

i) **one hundred percent (100%) of unused health recovery leave credits which were accumulated as of December 24, 2016 to a maximum of six hundred (600) hours;**

ii) **Twenty-five percent (25%) of the remaining unused health recovery leave credits earned to a maximum of three hundred and seventy-two (372) hours.**

iii) **The total number of hours specified in (i) and (ii) multiplied by the maximum hourly rate of pay in effect on December 24, 2016 of the member's confirmed rank/ position on their last day of service.**

For greater clarity the total number of leave hours specified in (i) and (ii) must not exceed nine hundred and seventy-two (972) hours;

g) ~~When any~~ **A** member of the Service, hired after January 1, 1997, retires on pension or dies, the member or the member's estate, as the case may be, shall be entitled to receive pay in an amount equivalent to the total of:

i) one (1) day of pay for each year of service accumulated during the member's first fifteen (15) years of service, multiplied by the daily rate of pay for the member's confirmed rank on their last day of service; and

ii) two (2) days of pay for each year of service accumulated beyond fifteen (15) years of service, multiplied by the daily rate of pay for the member's confirmed rank on their last day of service.

~~g) On the inception of this policy as at January 1, 1973, every member of the Association shall be granted sick leave credits at the rate of one (1) working day for each month of service such member had with any of the former cities prior to January 1, 1973, and retroactive to January 1, 1962. PROVIDED that,~~

~~i) with respect to all members of those Police Services, other than the Inner City Police Service, the maximum deduction for any member in any year of his service shall be twelve (12) working days of sick leave credits no matter how many working days of sick leave such member has used in any of his said years of service;~~

~~ii) with respect to all members of the Inner City Police Service, the maximum deduction for any member in any of his service shall be one-half (½) of the number of sick leave credit days used by him in that service year up to a maximum of twelve (12) working days in any such year of service.~~

City: _____

WPSOA: _____

~~h) In consideration of the foregoing, the Association foregoes and abandons the provision in the regulations governing members of the Inner City Police Service which grants a member one (1) day of leave with pay for each year of service at time of retirement~~

~~i~~h) Members of the Association who are on **health recovery** ~~sick~~ Leave on regular day of weekly leave will be credited with being on weekly leave and this will not count as a day of **health recovery** ~~sick~~ Leave. **[2016]**

~~j~~i) Members while on Annual Leave who become ill to the extent that he or she requires the services of a licensed health care professional, provided such illness is shown to be in excess of three (3) days, may be allowed to use his or her **health recovery** ~~sick~~ Leave credits for the period the licensed health care professional states he or she would have been unable to carry out his or her duties at work. The Member shall produce proper medical documentation from the City's Occupational Health Branch, or licensed health care professional for approval of using **health recovery** ~~sick~~ Leave credits. **[2016]**

~~k~~j) Members who are on **health recovery** ~~sick~~ Leave which continues into a period of booked annual leave may remain on **health recovery** ~~sick~~ Leave provided medical documentation is furnished as required by the City. **[2016]**

22. Vision Care

It is hereby agreed by the City of Winnipeg and the Winnipeg Police **Senior Officer's** Association that commencing January 1, 1989, the City shall pay one hundred percent (100%) of the premium cost of a Vision Care Plan, the terms of which will be supplied by the City to the Association. Pursuant to the terms of the Vision Care Plan, coverage will be provided to the City's employees, including members of the Association as defined by the Collective Agreement, and eligible dependents of such members. The total Vision Care Plan shall be in the form of a booklet to be put forward by the City of Winnipeg and such booklet shall be treated as being part of this Collective Agreement. **[2016]**

The maximum benefit payable under this Vision Care Plan shall be three and fifty hundred dollars ($350.00) per eligible person in a twenty-four (24) month period and eighty dollars ($80.00) per eligible person in a twenty-four (24) month period for covering the cost of eye examinations.

27. Maternity Leave

1. A pregnant member, immediately upon learning of her pregnancy, shall provide the Chief of Police and the City's Occupational Health Physician with:

   a) a certificate from a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of delivery; and

   b) a medical consent form in the form required by the Service completed by the member's attending physician, indicating, in the physician's opinion,

how long the member will be capable of performing all of her normal Police duties.

When in the opinion of the member's attending physician, the member is no longer capable of performing all of her normal Police duties, the member will be assigned to perform appropriate duties in accordance with the following:

i) the Service shall undertake to make all reasonable efforts to place the member in a position within the Police Sector where that member will perform inside Police duties as required on a daily assignment basis at her regular Police wages. The member may be assigned to perform various inside Police duties in various Units of the Service, as required, on a daily assignment basis wherever there is a need for limited amounts of work to be done on a catch up basis. This may include using such members on a relief basis for Police Sector staff on annual leave, sick leave, or any other form of leave or for filling such vacancies as may exist from time to time (herein referred to as "appropriate duties"). The member shall not be entitled to "bump" other members of the bargaining unit if no appropriate duties are available and in this regard placement will be subject to:

   a) Article IV-25-1 (i), (ii), and (iii) of the Collective Agreement; and

   b) the understanding that employees of the Winnipeg Police Service placed in accordance with the City of Winnipeg Rehabilitation Program will have priority to any and all positions falling within appropriate duties as defined herein.

ii) The Service is under no obligation to create a job for the member if appropriate duties are not available. Depending on the appropriate duties available, the member may be required to work shifts and hours worked each shift other than her normal work pattern, but the Service will not unduly inconvenience the member in arranging appropriate duties.

iii) If no appropriate duties are available, the member shall go on immediate leave of absence without pay until such time as appropriate duties become available or she commences her maternity leave under Plan A or Plan B.

2. Plan A

a) Maternity leave, to a maximum of forty (40) weeks, for any female member with at least six (6) months of service, may be authorized by the Chief of Police on recommendation of the Occupational Health Physician or the pregnant Officer's attending physician.

b) Maternity leave under Plan "A" shall be considered as leave of absence without pay.

City: _____

WPSOA: _____

c) For the purpose of calculating pension and other benefits of a member to whom leave of absence is granted in accordance with this Section, employment after the termination of that leave shall be deemed to be continuous with employment before the commencement of that leave.

d) The City may, notwithstanding any of the above, vary the length of maternity leave upon proper certification by the attending physician.

At least two (2) weeks prior to her return to work after maternity leave, the member shall notify the Chief of Police of the date of her intended return and shall supply the City's Occupational Health Physician with a medical consent form, in the form required by the Service, completed by her attending physician, attesting to her ability to perform all her normal Police duties. On return from maternity leave, the member shall be placed in a position comparable to and not less than the same wages as her position prior to her commencement of maternity leave and without loss of seniority benefits which had accumulated at the date of her departure.

3. Plan B

In order to qualify for Plan B, a pregnant member must:

a) have completed twelve (12) continuous months of service;

b) submit to the Chief of Police an application in writing for leave under Plan B at least four (4) weeks before the date specified by her in the application as the date on which she intends to commence such leave;

c) provide the City with proof that she has applied for Employment Insurance benefits and that Human Resource Development Canada. has agreed that the employee has qualified for and is entitled to such Employment Insurance benefits pursuant to Section 22 of the Employment Insurance Act of 1997.

d) Must apply for and must be in receipt of Employment Insurance benefits before they can receive payments under the Plan. The Plan may provide for payments to an employee who is not in receipt of Employment Insurance benefits for the reason that the employee is serving the two (2) week waiting period.

e) An applicant for maternity leave under Plan B must sign an agreement with the City to provide that:

i) she will return to work and remain in the employ of the City on a full-time basis for at least six (6) months following her return to work; and

City: _____

WPSOA: _____

ii) she will return to work on the date of the expiry of her maternity leave and, where applicable, parental leave, unless this date is modified by the City in accordance with Article IV-25-3(f)(iii);

iii) should she fail to return to work as provided under (e)(i) and/or (e)(ii) above, she will be required to reimburse the City for the full amount of pay received from the City as maternity allowance during the entire period of maternity leave.

f) An employee who qualifies is entitled to a maternity leave consisting of:

i) a period not exceeding twenty (20) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Article IV-25-1(a); or

ii) a period of twenty (20) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in Article IV-25-1(a) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate.

iii) The City may notwithstanding the above vary the length of maternity leave upon proper certification by the attending physician.

g) For the purpose of calculating pension and other benefits of a member to whom leave of absence is granted in accordance with this section, employment after the termination of that leave shall be deemed to be continuous with employment before the commencement of that leave.

h) During the period of maternity leave, an employee who qualifies is entitled to a maternity leave allowance in accordance with Plan B as follows:

i) for the first ~~two (2) weeks~~ **week** an employee shall receive ninety-three percent (93%) of her weekly rate of pay; **[2016]**

ii) for up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the Employment Insurance benefits the employee is eligible to receive and ninety-three percent (93%) of her weekly rate of pay;

iii) employees have no vested right to payment under the Plan except to payments during a period of unemployment specified in the Plan;

iv) Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the Plan

City: 

WPSOA: 

vi) All other time as may be provided under Article IV-25-3(f) shall be on a leave without pay basis.

1) At least two (2) weeks prior to her return to work after maternity leave, the member shall notify the Chief of Police of the date of her intended return and shall supply the City's Occupational Health Physician with a medical consent form, in the form required by the Service, completed by her attending physician, attesting to her ability to perform all her normal Police duties. On return from maternity leave, the member shall be placed in a position comparable to and not less than the same wages as her position prior to her commencement of maternity leave and without loss of seniority benefits which had accumulated at the date of her departure.

Nothing in this Section is intended to prevent the Chief of Police from requiring the member to provide a medical certificate at any time from her physician that she is able to perform normal Police duties.

vii) During the period of maternity leave, the City will continue to pay its portion of pension, group life insurance, dental and vision care contributions based on the regular salary and regular contribution rates and provided the employee pays their regular contributions.

4. A member who elects to receive:

a) twenty (20) weeks or less of maternity leave in accordance with Article IV-25-2(a) or Article IV-25-3 (f); or

b) twenty (20) weeks or less of maternity leave in accordance with Article IV-25-2(a) or Article IV-25-3(f), combined with Article IV-26 shall have this period of leave considered as actual service, satisfactory to the City, for the purposes of calculating their entitlement for progressions by annual increment.

28. Parental Leave

a) The City will grant a leave of absence not to exceed fifty-two (52) continuous weeks to any employee who has completed twelve (12) months of service with the City for the purpose of the actual care and custody of a child after becoming a natural or adoptive parent. The employee shall submit an application in writing, stating the duration of the leave requested, to the Chief of Police for parental leave at least four (4) weeks before the day on which leave is intended to commence, except in the case of an employee intending to take maternity leave, in which case the employee shall submit their application for parental leave at the same time as their application for maternity leave.

City: _____

WPSOA: _____

b) Parental leave must commence no later than the first anniversary date of the birth or adoption of the child or the date on which the child comes into the actual care and custody of the employee. However, where an employee intends to take parental leave in addition to maternity leave, the employee must commence the parental leave immediately upon the expiry of the maternity leave without a return to work after expiry of the maternity leave and before the commencement of the parental leave.

c) Parental leave shall be considered leave of absence without pay.

d) Sick leave credits, annual leave credits, long service pay, statutory holidays, and clothing issue will not accrue for any period of time the employee is absent on parental leave.

e) The employee returning to work after parental leave shall provide the City with at least four (4) weeks' notice in writing prior to the date of returning to work except in the case of an employee taking more than ~~seventeen (17)~~ **thirty-seven (37)** weeks parental leave, in which case at least twelve (12) weeks' notice in writing shall be required. **[2016]**

f) On return from parental leave, the employee will be placed in a comparable position at not less than the same wages as their position prior to commencement of parental leave and without loss of seniority which had accumulated at the date of their departure.

g) An employee on parental leave shall remain eligible for promotion providing the employee is available when required by the Service.

h) A member who elects to receive ~~seventeen (17)~~ **thirty-seven (37)** weeks or less of parental leave in accordance with Article IV-26 shall have this period of leave considered as actual service, satisfactory to the City, for the purposes of calculating their entitlement for progression by annual increment. **[2016]**

City: _____

WPSOA: _____

OTHER TERMS AND CONDITIONS

ARTICLE V

4. Group Life Insurance

~~Effective Pay Period #1, 1987, on a fifty-fifty (50/50) cost shared basis, the City agrees to provide group insurance equal to one and one half times (1.5x) yearly earnings to contributing members of the Winnipeg Police Pension Plan.~~

~~Yearly earnings shall be calculated using the contributing member's base salary in his or her confirmed rank as of Pay Period #1 of each year. Participation in the Plan shall be mandatory for all eligible employees. It is intended that this coverage shall be the maximum amount provided to eligible employees under this or any other existing group insurance plan in which the City participates.~~

Effective Pay Period #1, 1994, on a fifty-fifty (50/50) cost shared basis, the City agrees to provide Group Insurance equal to two times (2x) yearly earnings to contributing members of the Winnipeg Police Pension Plan.

Yearly earnings shall be determined by multiplying the member's average biweekly salary, or wages, including all pensionable earnings as defined under the By-Law, in which the members dies, by twenty-six (26).

5. Retirement/ Resignation [2016]

An employee desiring to leave the Service of the City shall, unless excused by the Chief, give ~~thirty (30)~~ forty-five (45) days' notice in writing for the purpose of retirement and no less than fifteen (15) days' notice in the case of resignation.

GRIEVANCE PROCEDURE

ARTICLE VI

Step 3 – Grievance Mediation

Failing satisfactory resolution of the grievance in Step 2 above, the Association or the City may request written agreement of the other party to refer the matter to grievance mediation by way of joint application under Section 129(1) of the Labour Relations Act. Such agreement shall not be unreasonably withheld.

Notwithstanding the above Grievance(s) concerning termination of employment may only proceed to grievance mediation upon written agreement between the parties. [2016]

City: _____

WPSOA: _____

Step ~~3~~4 – Failure to Resolve

Failing satisfactory settlement of the grievance in Step ~~2~~3 above, the Association or the City may refer the grievance to arbitration in accordance with Article VI of this Agreement, with the exception of grievances of matters specifically covered by the City of Winnipeg Act. **[2016]**

Grievances respecting suspension or dismissal of police officers or other matters specifically covered by the City of Winnipeg Act (the Act) may be referred to the Chief Administrative Officer (CAO) or designate following the process and time limits provided for by the Act, as amended from time to time.

If the decision of the CAO or designate does not satisfactorily resolve the grievance, the Association may refer the matter to arbitration pursuant to Article VI of this Agreement.

Step 45 – Arbitration

Failing satisfactory settlement of the grievance pursuant to ~~Sections 2 or 3~~ **Step 2 or 3** above, the Association or the City, not later than fifteen (15) days from the receipt of the decision of the Chief or Police or his designate pursuant to the hearing under Section 3, or the CAO's decision under Section 4, may refer the grievance to arbitration pursuant to the provisions of Article VI of this Agreement. **[2016]**

In no event shall the Association, or the City, be entitled to proceed to arbitration on a grievance matter unless the grievance has been referred to the Chief of Police or his/her designate or to the CAO or designate pursuant to ~~Sections 2 or 3~~ **Step 2 or 3** respectively. **[2016]**

Should the grievance matter not be referred to arbitration within the said fifteen (15) day period the Association, or the City, shall thereafter be barred from doing so.

SCHEDULE A

The City of Winnipeg shall provide an increase in the bi-weekly rate of pay for all members of the Association as follows:

December 31, 2017 – 2.50%
December 31, 2018 – 2.50%
December 31, 2019 – 2.50%
June 30, 2020 – 1.00%
December 31, 2020 – 1.50%
June 30, 2021 – 1.00%
December 31, 2021 – 1.50%

~~Officers appointed as Incident Commanders and Disaster Coordinators shall be paid an annual premium of one thousand, two hundred and fifty dollars ($1,250.00) payable in Pay Period #26,~~

City: _____

WPSOA: _____

~~2014. The premium shall be prorated for each month, or part thereof, of actual service as an Incident Commander or Disaster Coordinator.~~

Officers appointed as Incident Commanders, **Special Event Co-ordinators,** and Disaster Coordinators shall be paid an annual premium of ~~one~~ **two** thousand, five hundred dollars ~~($1,500.00)~~ **($2,500)** payable in Pay Period #26, ~~2015~~ **2017** and thereafter. The premium shall be prorated for each month, or part thereof, of actual service as an Incident Commander or Disaster Coordinator.

City: _____

WPSOA: _____

LETTER OF UNDERSTANDING NO. 1
BETWEEN THE CITY OF WINNIPEG AND
THE WINNIPEG POLICE SENIOR OFFICERS' ASSOCIATION

RE: INORDINATE OVERTIME

Members of the WPSOA are to submit requests for additional time off or payment in lieu of inordinate overtime to the appropriate Deputy Chief of Police.

It is understood that the nature of and responsibilities of the positions within the scope of this Agreement may involve variable work schedules and additional work hours. Inordinate overtime shall include instances where members of the Association have worked continuous overtime in excess of regular working hours on a sustained basis and instances where members have reported to work on days of weekly leave or reported to work before or after completion of a scheduled shift.

The total annual salary paid to employees covered by the WPSOA Collective Agreement and forty (40) hours of compensatory time off granted each calendar year under Article III 6 - Overtime, shall be deemed compensation for all regular annual hours of work as defined by this Agreement and up to a maximum of ~~forty (40)~~ **sixty (60)** hours of overtime worked in each calendar year. In cases where employees work less than the equivalent of full time annual hours as defined by the Agreement, the maximum overtime limit shall be prorated to the nearest number of full time months of service. **[2016]**

Pursuant to this Letter of Understanding, no additional time off shall be required for the first ~~forty (40)~~ **sixty (60)** hours of overtime worked in any calendar year by any employee covered by this Agreement. **[2016]**

In all instances, it is understood that the member making such request has worked additional hours in excess of the hours and time for which the member has already compensation under Article III(6) of the Agreement. It is further understood that members making such claims have worked inordinate overtime to complete duties and assignments that could not be completed within scheduled working hours or are otherwise the result of exigent circumstances that required their attendance at work.

All accumulated overtime must be used prior to May 1st each year. Subject to approval, overtime earned in April of each year may be carried over to the following month to be used prior to June 1st of the same year.

City: _____

WPSOA: _____

When such requests for inordinate overtime are approved, the Service shall advise the Association of such approval.

Agreed this date: **September 7, 2017**

FOR THE NEGOTIATING COMMITTEE
OF THE CITY OF WINNIPEG

FOR THE NEGOTIATING COMMITTEE
OF THE WINNIPEG POLICE SENIOR
OFFICERS' ASSOCIATION

City:

WPSOA:

LETTER OF UNDERSTANDING NO. 4
BETWEEN THE CITY OF WINNIPEG AND
THE WINNIPEG POLICE SENIOR OFFICERS' ASSOCIATION

RE: RESPECTFUL WORKPLACE

In keeping with the principles of Respectful Workplace as outlined in Article I-3, issues shall be addressed quickly and thoroughly. At any time, all individuals shall have the right to Association representation. Individuals have the right at any time, to file a grievance under Article VI ~~or to file a Manitoba Human Rights Commission complaint.~~ **[2016]**

1. PROCESS

If Article I-3 - Respectful Workplace has been violated, the following will apply:

Directly to Step 3

Depending on the nature of the incident, Management or the Association has the right to proceed directly to Step 3. All matters involving violence will proceed directly to Step 3. Most other situations will begin at Step 1.

Step 1 - Resolving the Problem on Your Own

Keeping in mind the principles of a respectful workplace, attempt to resolve the problem directly with the other party by:

- Raising the issue with the other party in a timely manner.
- Discussing the problem with them openly in an attempt to resolve the issue.
- Asking them to stop the offending behaviour.

If you want support or assistance in approaching the person, you may consult your supervisor, Association Representative, co-worker or a Human Resource Representative.

If the issue involves your immediate Supervisor, you may contact the Human Resources Representative or your Association Representative. Discussions or resolutions in this Step are considered to be "without prejudice" to either party and will not be used by the parties at subsequent stages of this process or at other proceedings under Article I-3.

If for any reason you are unable to approach the other person, or after approaching them, you do not feel the problem has been resolved, proceed to Step 2.

Step 2 - Problem Solving

Report the issue to your immediate Supervisor. You may request the help of an Association Representative if you wish. As soon as possible, the Supervisor will conduct

City: _____

WPSOA: _____

an assessment and attempt to resolve the issue in a problem solving and educational manner.

If unresolved, proceed to Step 3.

Step 3 - Resolution of Issue

The immediate Supervisor or the Association Representative or the employee shall report the issue to the Division or Unit Commander or designate. The Division or Unit Commander or designate, in cooperation with the Human Resources Representative shall attempt to resolve the issue. Both parties recognize that the resources being considered are sensitive to the employees' individual needs and culture. Such resources may include: coaching, mediation, EAP counselling, justice circles, or any other resources deemed appropriate. Failing satisfactory resolution at this stage, individuals may exercise their rights under Article VI - Grievances.

2. COMMUNICATION AND FOLLOW UP

Management will inform all parties of the progress of the issue during the course of its resolution. When the matter is resolved, Management will notify the parties of its resolution as soon as possible and will quickly follow up with action required to restore and maintain a respectful workplace.

3. MALICIOUS OR VEXATIOUS COMPLAINT

Anyone filing a malicious or vexatious complaint under Article I-3 may be subject to disciplinary action.

4. REVIEW

The City and the Association agree to meet no less than twice per year to review the viability of Article I-3 and this Letter of Understanding. If both parties agree, changes can be made to this Letter of Understanding prior to the expiry date of the Collective Agreement.

Agreed this date: **September 7, 2017**

_____

FOR THE NEGOTIATING COMMITTEE
OF THE CITY OF WINNIPEG

_____

FOR THE NEGOTIATING COMMITTEE
OF THE WINNIPEG POLICE SENIOR

City: _____

WPSOA: _____

LETTER OF UNDERSTANDING NO. 8
BETWEEN THE CITY OF WINNIPEG AND
THE WINNIPEG POLICE SENIOR OFFICERS' ASSOCIATION

RE: BARGAINING UNIT WORK

The Association and the City agree to the following:

1. **The civilian classification of Executive Assistant shall be deleted from the Civilian Salary Schedule and the Civilian Salary Schedule B and the work is no longer considered to be exclusive to the Winnipeg Senior Police Officers' Association bargaining unit.**

[2016]

Agreed to this date September 7, 2017

FOR THE NEGOTIATING COMMITTEE
OF THE CITY OF WINNIPEG

FOR THE NEGOTIATING COMMITTEE
OF THE WINNIPEG POLICE SENIOR
OFFICERS' ASSOCIATION

City:

WPSOA:

~~LETTER OF UNDERSTANDING NO. 7~~
~~BETWEEN THE CITY OF WINNIPEG AND~~
~~THE WINNIPEG POLICE SENIOR OFFICERS' ASSOCIATION~~

~~RE: SPECIAL EVENTS COORDINATOR~~

~~Within twelve (12) months of ratification, the parties agree to review all activations of the Special Events Coordinator for the purpose of considering compensation similar to the premiums afforded to Incident Commanders and Disaster Coordinators as outlined in Schedule A of this Agreement.~~

~~Agreed to this date: May 13, 2014~~

~~FOR THE NEGOTIATING COMMITTEE~~
~~OF THE CITY OF WINNIPEG~~

~~FOR THE NEGOTIATING COMMITTEE~~
~~OF THE WINNIPEG POLICE SENIOR~~
~~OFFICERS' ASSOCIATION~~

City:

WPSOA: