THE CITY OF WINNIPEG

-and-

THE WINNIPEG POLICE SENIOR OFFICERS' ASSOCIATION

MEMORANDUM OF AGREEMENT

JANUARY 1, 2022 to DECEMBER 31, 2025

Errors and Omissions Excepted

MEMORANDUM OF AGREEMENT
BETWEEN
THE CITY OF WINNIPEG
and
THE WINNIPEG POLICE SENIOR OFFICERS' ASSOCIATION

ERRORS AND OMISSIONS EXCEPTED

1. GENERAL

It is understood and agreed that the negotiating committees of The City of Winnipeg (the "City") and the Winnipeg Police Senior Officers' Association ("WPSOA") shall recommend ratification of the amended Collective Agreement, as set out in this Memorandum of Agreement, to their respective principals. The City of Winnipeg and WPSOA agree, subject to ratification by both parties, to renew and amend the Collective Agreement that expired December 31, 2021 as follows:

A. All amendments to the Collective Agreement will take effect on the date on which both parties have ratified this Memorandum of Agreement, 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.

2. Term of Agreement

January 1, 2022 — December 31, 2025 (48 months)

3. General Wage Increase

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

Effective July 3, 2022 – 1.25%
Effective December 31, 2022 – 1.50%
Effective July 16, 2023 – 1.15%
Effective December 31, 2023 – 2.10%
Effective July 14, 2024 – 1.15%
Effective December 31, 2024 – 2.10%
Effective July 13, 2025 -1.15%
Effective December 14, 2025 – 2.10%

4. Revisions to the Winnipeg Police Pension By-Law No. 126/2011

1. Following ratification of a Memorandum of Agreement by Winnipeg Police Association ("WPA") and the City including amendments to the Winnipeg Police Pension By-law No. 126/2011 as set out herein, and ratification of this Memorandum of Agreement by the WPSOA and the City, the City shall seek an amendment to Subsection 4(1)(a) of Schedule "A" of the Winnipeg Police Pension By-Law No. 126/2011 to provide for the increase in members of the Winnipeg Police Pension Plan premium contributions as follows:

    - Effective February 11, 2024 – from 8% to 8.8%
    - Effective February 9, 2025 – from 8.8% to 9.6%

    The special wage adjustments in Section 5 below/Schedule A: Members of the Winnipeg Police Pension Plan Pension Contributions, will not take effect in the event of any of the following:

    - the Memorandum of Agreement for WPA is not ratified;
    - the ratified WPA Memorandum of Agreement does not include pension amendments identical to those described in this section; and/or
    - Council for the City does not approve the amendment to Subsection 4(1)(a) of Schedule "A" to the Winnipeg Police Pension By-law No. 126/2011 as set out in this section.

2. Following ratification of a Memorandum of Agreement by Winnipeg Police Association ("WPA") and the City including amendments to the Winnipeg Police Pension By-law No. 126/2011 as set out herein, and ratification of this Memorandum of Agreement by the WPSOA and the City, the parties agree that the City shall seek an amendment to Subsection 7(7)(a)(i) of Schedule "A" of the Winnipeg Police Pension Plan By-Law No. 126/2011 to revise the early retirement pension reduction set out therein from 3.6% per annum to 4% per annum effective January 1, 2024, which revision shall include a corresponding adjustment to the percentage value for each pay period.

3. Any amendments to the Winnipeg Police Pension By-Law No. 126/2011 must be approved by Council and will come into force as of the date specified in the amending by-law provided that such coming into force does not effect, modify or alter the implementation effective dates as agreed and ratified by the parties.

5. Special Wage Adjustment – Members of the Winnipeg Police Pension Plan

Subject to the conditions set out in Item 1 of Section 4 above, the City shall provide additional general wage increases to all bi-weekly/hourly rates in effect in the Salary Schedule – Inspectors and Superintendents as follows:

- Effective February 11, 2024 - 0.5%
- Effective February 9, 2025 - 0.5%

6. Gender-Neutral Language

The parties will amend the Collective Agreement to incorporate gender-neutral language throughout.

7. Occupational Health Services

The parties will amend the agreement to replace references to 'Occupational Health Physician' with 'Occupational Health Services' throughout the collective agreement and Letters of Understanding.

8. Amendments to the Collective Agreement — Appendix A

Article I

2. Recognition of the Association

Article II

6. Working Conditions and Conditions of Employment
8. Duration, Revision, and Termination

Article IV – Fringe Benefits

1. Statutory Holidays
12. Civil Liability
17. Health Recovery Leave
18. Clothing
27. Maternity Leave
28. Parental Leave

9. Letters of Understanding

Renew:

Letter of Understanding # 1 Inordinate Overtime
Letter of Understanding # 2 Reduction in Police Staffing Levels
Letter of Understanding # 3 Reduction in Civilian Staffing
Letter of Understanding # 4 Respectful Workplace
Letter of Understanding # 5 Accommodation

Delete:

Letter of Understanding #6 Pensions
Letter of Understanding #7 Bargaining Unit Work

New:

Letter of Understanding	Equity, Diversity and Inclusion
Letter of Understanding	Flex Benefits Program

10. Letter of Commitment

Delete:

Letter of Commitment RE: UNILATERAL FURLOUGH STRATEGY

11. Schedule A – Amend

12. Civilian Salary Schedules – Amend

Agreed this 16th day of June 2023.

FOR THE CITY OF WINNIPEG

Allan Beach
Senior Manager of Labour Relations
and Negotiation Services
For the City of Winnipeg

FOR THE ASSOCIATION

Shawn Pike
President
For The Winnipeg Police Senior Officers'
Association

APPENDIX A

Amendments to the Collective Agreement

ERRORS AND OMISSIONS EXCEPTED

ARTICLE I

Amend I - 2 as follows:

2. Recognition of the Association

The employer recognizes the Association as the sole and exclusive bargaining agent for all ~~Senior Police Officers~~ **members of the bargaining unit** employed by the City referred to in the Certificate of the Manitoba Labour Board as set out in the preamble hereto, and as well, such further and other class or classes of employees as may be agreed upon by the parties during the currency of this Agreement, or any extension thereof.

Article II

Amend II - 6, 8 as follows:

6. Working Conditions and Conditions of Employment

The employer and the Association agree that the working conditions and terms of employment, as hereinafter set forth, shall prevail and govern in the operation of the ~~Senior Police Officers~~ **members of the bargaining unit** of the Police Service.

8. Duration, Revision, and Termination

a) This Agreement shall come into effect on the **1st day of January, 2022** ~~25th day of December, 2016~~, and shall be binding upon the parties hereto from its operative date until the 31st day of December, ~~2021~~**2025**, and thereafter until replaced or terminated as hereinafter provided. ~~[2016]~~

[No changes to subsections b – m]

ARTICLE IV – FRINGE BENEFITS

Amend Article IV – 1, 12, 17, 18, 27 and 28 as follows:

1. Statutory Holidays

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

New Year's Day
Good Friday
Louis Riel Day
Easter Monday

Victoria Day
Terry Fox Day ~~[2016]~~
National Day for Truth and Reconciliation
Remembrance Day
Boxing Day

~~Canada Day~~ **July 1**
Labour Day
Thanksgiving Day
Christmas 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.

[no changes to b – e]

12. Civil Liability

[no changes to first paragraph and a – d]

e) The City will indemnify and save harmless any member or former member from any action, claim, cause or demand whatever that may be made or arise out of the member's performance of ~~his~~ **their** duties**.** ~~as a Police Officer.~~

17. Health Recovery Leave

[no changes to a - e, g - j]

f) […]

i) no change

ii) ~~twenty-five percent (25%)~~ **fifty percent (50%)** of the remaining unused Health Recovery Leave credits earned to a maximum of three hundred and seventy-two (372) hours; and

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. ~~[2016]~~

18. Clothing

[no changes to a, c, d]

b) ~~Clothing issued to civilian members shall be replaced as and when required, upon approval of the Supervisor.~~

Effective January 1, 2024, all Civilian Directors shall receive a clothing allowance of $350 per calendar year.

Effective January 1, 2025, and annually thereafter, the clothing allowance shall be subject to an adjustment based on the percentage increase or decrease in the Consumer Price Index (Clothing and Footwear Manitoba) in the previous year as provided by Statistics Canada. Clothing issued to non-director civilian members shall be replaced as and when required, upon approval of the Executive.

27. Maternity Leave

[no changes to sections 1 – 2 and 4]

3. Plan B

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

a) have completed twelve (12) continuous months of service, **once since date of hire.**

b) – c) no change

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)~~ **one (1)** week waiting period.

[no changes to e - h]

28. Parental Leave

a) The City will grant a leave of absence not to exceed ~~fifty-two (52)~~ **sixty-three (63)** 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.

[no changes to b – h]

(New) Letter of Understanding Re: Equity, Diversity and Inclusion

LETTER OF UNDERSTANDING NO. X

Between

The City of Winnipeg

-and-

The Winnipeg Police Senior Officers' Association

RE: EQUITY, DIVERSITY AND INCLUSION

The City of Winnipeg and the Winnipeg Police Senior Officers' Association believe that equity, diversity and inclusion strengthen the community and workplace. A diverse and inclusive workforce enhances excellence, innovation and creativity. The City and the Association are committed to ensuring we have a workforce that is representative of the community we serve.

The parties are committed to building education and awareness regarding programs to assist in creating a culture of inclusion and valuing diversity at the City of Winnipeg.

During the life of this Collective Agreement the City will undertake to develop an Equity, Diversity and Inclusion Program. The City will engage the Association in meaningful consultation as this Program is developed.

Agreed this day of , 2023

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FOR THE CITY OF WINNIPEG

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FOR THE WINNIPEG POLICE SENIOR OFFICERS' ASSOCIATION

(New) Letter of Understanding Re: Flex Benefits Program

LETTER OF UNDERSTANDING NO. X

Between

The City of Winnipeg

-and-

The Winnipeg Police Senior Officers' Association

RE: FLEX BENEFITS PROGRAM

The parties agree to meet during the life of this Collective Agreement to review options to implement flexible benefits.

The parties may agree, in writing, to make changes to the medical/health benefits provided for in the Collective Agreement.

These changes may be implemented during the life of this Collective Agreement.

Agreed this day of , 2023

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FOR THE CITY OF WINNIPEG

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FOR THE WINNIPEG POLICE SENIOR OFFICERS' ASSOCIATION

Add the following to Schedule A:

Members of the Winnipeg Police Pension Plan Pension Contributions

1. The City shall provide additional general wage increases to all bi-weekly/hourly rates in effect in the Salary Schedule – Inspectors and Superintendents as follows:

   Effective February 11, 2024 - 0.5%
   Effective February 9, 2025 - 0.5%

2. Members of the Winnipeg Police Pension Plan pension contributions shall increase as follows:

   Effective February 11, 2024 – from 8% to 8.8%
   Effective February 9, 2025 – from 8.8% to 9.6%

CIVILIAN SALARY SCHEDULES (Amendments)

Retitle:

Class Code (069362) and Class Code (069462) (Schedule B) from Manager of Police Information Systems to Director of Information and Technology Solutions

Class Code (069372) and Class Code (069472) (Schedule B) from Manager of Services to Director of Services

Class Code (069652) and Class Code (069642) (Schedule B) from Comptroller to Executive Director of Finance

Class Code (069382) from Project Leader-Media Relations to Director of Public Affairs

Delete:

Class Code (059702) and Class Code (059712) (Schedule B) Project Manager - Dev & Special Projects

Class Code (069612) and Class Code (069602) (Schedule B) Manager-Bureau of Police Records

Class Code (069212) and Class Code (069222) (Schedule B) Finance Officer

Class Code (069342) and Class Code (069352) (Schedule B) Public Information Officer

Class Code (069392) and Class Code (069422) (Schedule B) HR Business Systems Specialist

Add to Civilian Salary Schedule B:

Classification Code (065942) **Director of Communications** (Bi-weekly Hours – 80 Hours)

			Effective December 31, 2021		
CLASSIFICATION	Grade	Step	HRLY	BWKLY	ANNUAL
Director of Communications	217	1	$49.395108	$3,951.608615	$102,741.824
		2	$52.268263	$4,181.461056	$108,717.987
		3	$54.413786	$4,353.102884	$113,180.675
		4	$55.849327	$4,467.946128	$116,166.599
		5	$57.376009	$4,590.080727	$119,342.099
		6	$58.925477	$4,714.038167	$122,564.992
		7	$60.520522	$4,841.641773	$125,882.686
		8	$62.161144	$4,972.891550	$129,295.180
		9	$63.915688	$5,113.255024	$132,944.631
		10	$65.647452	$5,251.796154	$136,546.700
		11	$67.470358	$5,397.628634	$140,338.344

Classification Code (068402) **Manager of Audit, Accreditation and Risk Manager**
(Bi-weekly Hours – 80 Hours)

			Effective December 31, 2021		
CLASSIFICATION	**Grade**	**Step**	**HRLY**	**BWKLY**	**ANNUAL**
Manager of Audit Accred & Risk	**302**	1	$42.583793	$3,406.703431	$88,574.289
		2	$44.798150	$3,583.851999	$93,180.152
		3	$47.012508	$3,761.000659	$97,786.017
		4	$48.450895	$3,876.071565	$100,777.861
		5	$49.964984	$3,997.198750	$103,927.168
		6	$51.441222	$4,115.297792	$106,997.743
		7	$52.879609	$4,230.368694	$109,989.586
		8	$54.336921	$4,346.953670	$113,020.795
		9	$55.851011	$4,468.080854	$116,170.102
		10	$56.551279	$4,524.102331	$117,626.661
		11	$57.327250	$4,586.179994	$119,240.680

Classification Code (069482) **Director of Organizational Development and Support**
(Bi-weekly Hours – 80 Hours)

			Effective December 31, 2021		
CLASSIFICATION	**Grade**	**Step**	**HRLY**	**BWKLY**	**ANNUAL**
Director Org Dev & Supp	**218**	1	$47.333416	$3,786.673253	$98,453.505
		2	$49.767598	$3,981.407811	$103,516.603
		3	$52.220795	$4,177.663616	$108,619.254
		4	$53.837244	$4,306.979541	$111,981.468
		5	$55.491727	$4,439.338152	$115,422.792
		6	$57.108175	$4,568.653976	$118,785.003
		7	$58.781674	$4,702.533932	$122,265.882
		8	$60.398123	$4,831.849853	$125,628.096
		9	$62.052606	$4,964.208466	$129,069.420
		10	$62.832305	$5,026.584410	$130,691.195
		11	$63.669055	$5,093.524389	$132,431.634