



THE CITY OF WINNIPEG

- and -

WINNIPEG POLICE ASSOCIATION

COLLECTIVE AGREEMENT

EFFECTIVE

December 24, 1996 to December 23, 2000

INDEX

1992 - 1995

**THE CITY OF WINNIPEG
- and -
WINNIPEG POLICE ASSOCIATION**

COLLECTIVE AGREEMENT

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MASTER AGREEMENT

THIS AGREEMENT made and entered into this _____ day of
_____ A.D. 199 _____.

BETWEEN:

THE CITY OF WINNIPEG,
(Hereinafter called the "City"),
OF THE FIRST PART,

- and -

WINNIPEG POLICE ASSOCIATION,
(Hereinafter called the "Association"),
OF THE SECOND PART,

WHEREAS The City of Winnipeg operates a **Police Service**;

AND WHEREAS the Winnipeg Police Association is the certified bargaining agent for and on behalf of various officers and employees of the aforesaid **Police Service** under Manitoba Labour Board Certificate **No. MLB-3902** amending Certificate **No. MLB-3648**.

NOW THIS AGREEMENT WITNESSETH that in consideration of the premises and the covenants and agreements of the parties hereto hereinafter contained, and by them to be respectively observed, kept and performed, the parties hereto covenant and agree as follows:

ARTICLE I

1. Preamble and Scope of Agreement

The parties agree that it is desirable, and in the best interests of both parties, that harmonious relations be established and maintained between the City and its employees covered by this agreement, and for the purpose of maintaining the efficient operation of the **Police Service** the parties desire to make provisions herein by which grievances and disputes between them and other matters relative to the welfare of the City and of the employees concerned, can be discussed and settled quickly and amicably.

2. Recognition of the Association

The City recognizes the Association as the sole and exclusive bargaining agent for those employees of the City referred to in the certificate of the Manitoba Labour Board referred to in the introduction 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.

3. Definitions

- a) It is agreed that wherever the word "employee" is used in this agreement it shall have the meaning given to it by Section 1 of the Labour Relations Act.
- b) Whenever and wherever the singular and masculine has been used in this agreement, the same shall include the plural or feminine or neuter where the context so requires.
- c) Pay for purposes of this agreement shall mean the salary rates as set out in the Police Component Salary Schedule and the Police Staff Component Salary Schedule, which may be expressed as hourly, bi-weekly or annual amounts.
- d) Unless otherwise defined in the collective agreement, "service" means continuous employment with the City of Winnipeg where there has been no break in service involving termination of the employee. In calculating service, periods of leave of absence without pay and lay-off, while not considered a break in service, shall not be counted as service.

ARTICLE II

1. Discrimination

There shall be no discrimination against any member of the **Police Service** because of his or her participation in Association activities.

2. Executive Members Attending Association Business

- a) The Executive Committee shall consist of not more than sixteen (16) persons, being the President, the Vice-President, the Secretary, the Treasurer, and the Directors as elected as follows: A total of two (2) from Divisions 11 and 17, one (1) director each from Divisions 12, 13, 14, 15 and 16, one (1) from Divisions 21 and 22 combined, one (1) from Divisions 23, 24 and 25 combined, two (2) Staff Sector Directors, and a Pension Director.
- b) The Representation Committee shall consist of the following persons, these being: the President, Vice-President, Secretary, Treasurer, a Director of the Police Component and a Director of the Staff Component, as specified from time to time by the Association.
- c) Members of the Executive and Representation Committees of the Association, who are on duty at the time, or who are due to come on duty during the course of the meetings hereinafter referred to, shall be allowed time off with pay to attend:
 1. all meetings of the Executive and Representation Committee;
 2. all general or special meetings of the Association which involve matters of labour relations, or disciplinary proceedings, or possible disciplinary proceedings affecting the Association and/or any member thereof. The Association agrees to furnish the City at the beginning of each month with a list of scheduled meetings.
- d) The President and Vice-President will normally attend the following meetings when required;
 1. all meetings with the CAO Secretariat, the Discipline Committee of the **Police Service**, the Winnipeg Police Commission, any Community Committee, and/or City Council, the Manitoba Police Commission, or any Committee thereof, relating to matters of labour relations, in which the Association or any of its members are directly or indirectly involved, or relating to matters pertaining to, or involving disciplinary proceedings with respect to, any member of the Association, or alternatively, possible disciplinary proceedings against any member of the Association.*

- * The parties agree that any reference to the Manitoba Police Commission includes any individual, body or bodies which the Government of Manitoba creates by legislation in addition to or in place of the Manitoba Police Commission;
 - 2. all Arbitration Board hearings to which the Association is a party or in which the Association is directly involved;
 - 3. conferences related to labour relations matters. It is understood and agreed that the aforesaid conferences will not include the Canadian Police Association Conference and that there will be a restriction of three (3) persons for two (2) paid days for attending the Western Negotiators Conference. One (1) person twice a year may attend the Canadian Pension Conference and will be entitled to two (2) days off, with pay; and in addition may be entitled to a day of travel, with pay, where required;
 - 4. meetings with counsel for the Association for discussion and advice with respect to labour relations matters. Whenever other members of the Representation Committee are on duty, or who are due to come on duty during the course of any of the meetings hereinbefore referred to, they shall be allowed reasonable time off, with pay, to attend if required.
- e) Members of the Executive and Representation Committees of the Association who are on duty, or who will be on duty at the time of any meeting as herein provided, and who wish to attend such meeting, shall provide notice of intention in writing to take time off from duty with pay as mentioned in Sections (c) and (d) above at least twenty-four (24) hours in the case of members of the Executive Committee, and in the case of the Representation Committee at least twelve (12) hours, prior to the time they will be away from duty, and all such time taken off within the scope of this agreement will be subject to cancellation by reason of emergencies occurring in the **Police Service**, as determined by the Chief of Police, or as exigencies of service permit as determined by the Divisional Commander.
- f) Members of the Representation Committee of the Association who are assigned to 1st relief duty at the time they wish to attend any of the meetings or hearings in the forenoon referred to in subparagraphs (d) (1) and (2) above shall be excused from their tour of duty immediately preceding such meeting or hearing without loss of pay or any other benefits.

In addition, members of the Representation Committee of the Association who are assigned to a shift that ends after midnight and before 8:00 a.m., shall be excused from that portion of their tour of duty between the hours of midnight and 8:00 a.m., provided that the required notice is given when

attending Association meetings. In all other instances as much prior notice as is possible will be provided to the **Police Service**.

- g)** The Association to submit a list each month to the Chief of Police showing the amount of time used by each member of the Executive of the Association who required time off from duty to attend Association related meetings, including committee meetings, covered by the Collective Agreement.
- h)** Effective January 24, 1988, such time off with pay allowed members of the Executive and Representation Committee, in accordance with the above provisions, shall be limited to an all-inclusive group total of eight hundred and fifty (850) hours per calendar year, excluding Joint Management meetings, Joint Labour Negotiation meetings, and meetings of the Committees designated by the Chief of Police. Additional time off may be allowed at the discretion of the Chief of Police. The Association will reimburse the City for the wages and benefits paid in excess of eight hundred and fifty (850) hours per calendar year unless the Chief of Police specifically authorizes an exemption, i.e., Policemen's Ball, Association representation at specific funerals, hosting conferences.

3. Additional Conditions of Employment

The parties agree that additional conditions of employment, as proposed by either the Chief of Police or by the Association, may be negotiated for the various ranks and classifications covered by this Agreement and, if agreed upon, added to this Agreement as a supplement thereto. Upon receipt of a request by either party to negotiate such additional conditions of employment, discussions will commence within thirty (30) calendar days of receipt of such request or such reasonable period of time thereafter, as agreed by the parties.

Such additional conditions of employment shall not vary or change in any respect the intent or meaning of the terms of this Agreement.

4. Regulations

The executive of the Association agrees with the City that it will instruct, and to the best of its ability ensure, that all of its members will observe all regulations made by the City for the government of the **Police Service**. PROVIDED always, and it is hereby agreed by the parties hereto, that where there is any conflict between any of such regulations and the provisions of this agreement, then the provisions of this agreement shall prevail and govern.

5. Constitution and By-Laws of Association

The Association agrees to furnish the City from time to time with a copy of its Constitution and By-Laws, with amendments, and a list of its officers and bargaining representatives.

6. Working Conditions and Conditions of Employment

The City 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 **Police Service**.

7. Deduction of Association Dues and Levies

The City agrees with the Association to have the City deduct the amount of the monthly dues and levies, as determined from time to time by the Association, from the salaries or wages of each and every employee covered by this Agreement on each of the regular twenty-six (26) pay dates within the calendar year.

The City further agrees with the Association that the said deductions shall continue during the life of this agreement, and after the expiry date thereof, during the entire period that any negotiations are proceeding with a view to concluding a new collective agreement.

The Association agrees to advise the City of the amount of the bi-weekly dues and levies to be deducted, and all the amounts so deducted shall be forwarded by the City to the Treasurer of the Association within fifteen (15) days after such dues and levies have been deducted, wherever possible.

In consideration of the premises and of the City making the compulsory check-off of Association dues as referred to above, the Association agrees to, and does hereby, indemnify and save harmless the City from all claims, demands, actions and proceedings of any kind taken against the City, and all costs which may result therefrom, by reason of the City making the compulsory check-off of Association dues as provided for in this section.

8. Duration, Revision and Termination

a) This Agreement shall come into effect on the **24th** day of **December, 1996**, and shall be binding upon the parties hereto from its operative date until the **23rd** day of **December, 2000**, and thereafter until replaced or terminated as hereinafter provided.

b) Notice for revision or termination of this agreement may be submitted by the City or the Association to the other party prior to October 15th, **2000**, and in the case of notice of termination being given as aforesaid this agreement will

terminate on **December 23rd, 2000**. If notice for revision or termination of this agreement is not made before October 15th, **2000**, this agreement will continue in force for a further twelve (12) months.

- (c) If notice is given for revision of this agreement as aforesaid, the Association and the City agree that they shall simultaneously deliver each to the other on or before October 31st, **2000**, their respective proposals for the revision of the agreement, and each party may submit counter-proposals for revision of this agreement within a further fifteen (15) day period. If notice of termination is given as aforesaid, or if this agreement is deemed to be terminated in law by the giving of notice for revision thereof, then the City agrees with the Association that all of the terms and conditions of this agreement shall continue in full force and effect after such termination during the entire period that any negotiations are proceeding between the parties with a view to concluding a new collective agreement.
- (d) The parties agree to commence negotiations within twenty (20) clear days after the time for submitting counter proposals as set forth in subsection (c) has expired.
- (e) The City will pay fifty percent (50%) of the cost of providing each member of the Association with a printed copy of the collective agreement.

ARTICLE III - FRINGE BENEFITS

1. Dental Plan

It is hereby agreed by the City of Winnipeg and the Winnipeg Police Association that commencing January 1st, 1981, the City shall pay one hundred percent (100%) of the premium cost of a Dental Plan, the terms of which will be supplied by the City to the Association. Pursuant to the terms of the Dental 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 Dental 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.

Subject to the benefits available pursuant to the foregoing, the basis for payment for eligible services provided shall be, effective January 1, 1993, the current Manitoba Dental Association Fee Schedule as it exists from time to time.

1(a) Vision Care

It is hereby agreed by the City of Winnipeg and the Winnipeg Police Association that commencing January 1st, 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.

2. **Calculating Leave Entitlement**

It is understood and agreed by all parties hereto that with respect to all earned annual leave, whether pro-rated or a full annual leave entitlement, a **Police Service** member's entitlement to such leave shall be calculated from the date of such member's commencement of employment with the City.

3. **Leave on Separation**

In cases of separation from the **Police Service** for any reason whatsoever, a member of the **Police Service** may take all current earned annual leave, whether pro-rated or a full annual leave entitlement, prior to his separation date. A member may receive pay in lieu of vacation after retirement or separation, provided no deduction is made for pension contributions nor any service credited for pension purposes.

4. **Payment of Earned Leave to Estate**

In the case of a member of the **Police Service** dying while still in the service of the **Police Service**, his estate shall be entitled to receive payment in lieu of all earned annual leave, whether pro-rated or a full annual leave entitlement, at the rate hereinafter provided.

5. **Pro Rata Leave on Termination**

- a) In all cases of termination of employment for any reason whatsoever of an employee who:
 - i) has been in the employ of the **Police Service** for a period of less than one (1) year or less than a full year from the end of the period for which he received his last annual leave, or
 - ii) is entitled under the above provisions to annual leave but has not received it, then annual leave calculated in cases under subparagraph (i) on a pro-rated basis of the annual leave to which such employee would be entitled under the above provisions had he completed said year's service, shall be given to such employee, and in the case of a deceased employee, shall be paid to his estate.
- b) Pro-rating of earned annual leave shall be related to the full vacation entitlement calculated on the basis of completed months of service and if

fifteen (15) days or over have been served towards the next full month of service it shall be calculated as a full month of service, and if less than fifteen (15) days as aforesaid such days will be omitted from such calculation.

6. Carrying Over Annual Leave

When a member wishes to carry over part of his annual leave entitlement to the following year for a special purpose he shall forward his request in writing to the Chief of Police who will have sole discretion as to the granting of such request. In the event the request is refused, the member is entitled to the reason or reasons for such refusal. It is further agreed that a request to carry over annual leave as aforesaid may be rejected on the sole basis that it is a request to carry over such leave to the prime holiday season.

7. Bereavement Leave

In the case of the death of an employee's spouse, child, father, mother, brother, sister, spouse's father or mother, stepfather, stepmother, stepbrother, stepsister, stepson, or stepdaughter, an employee shall be granted the three (3) following consecutive days off from the date of death as leave of absence with pay for the purpose of arranging and/or attending the funeral provided that the three (3) days are regularly scheduled consecutive working days. In the case of the death of an employee's brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchild or grandparent, an employee shall be granted one (1) day's leave of absence with pay for the purpose of attending the funeral. These days off are not granted if they coincide with any other holiday or day off provided by the present agreement.

In addition to the aforementioned leaves, if a member is first notified while at work, of the death of any person mentioned in this section, an employee shall be granted the balance of that tour of duty off as paid leave of absence.

If the funeral occurs beyond three (3) days of the date of death, one (1) of the three (3) consecutive days of bereavement leave granted will be held for the day of the funeral.

Further to the above, if a member is required to work any portion of the day of the funeral because of a pending tour of duty, a day of paid leave of absence for that tour of duty will be granted.

Any additional leave will be considered on compassionate grounds by the Chief of Police.

8. Injury on Duty

- a) The purpose of this section is to ensure that members of the **Police Service** shall suffer no loss of "Net Take-Home Pay" as a result of an injury received while in the performance of their duties. A member of the **Police Service** who is absent from duty on account of injury received while in the performance of his duties, where compensation for loss of wages is granted by the Workers Compensation Board, shall continue to receive his normal net "take-home" pay. This shall be accomplished by providing the "Adjusted Gross Salary" of his rank at the time of the occurrence of the injury less "Normal Deductions" while so absent in accordance with the definitions of "Adjusted Gross Salary" and "Normal Deductions" as set out in Article III-9b) and c).

- b) Pursuant to Article III-8(a), "Adjusted Gross Salary" means the basic salary that the member was entitled to receive at the time of his injury as set out in Article XI-1, based on the rank occupied by the member at that time, less:
 - i) an amount equal to the difference between the member's regular deductions for income tax and Canada Pension Plan contributions and the deductions for income tax and Canada Pension contributions applicable to earnings in excess of the benefits provided under Manitoba Workers Compensation legislation;
 - ii) any payments received by the employee pursuant to the Canada Pension Plan;
 - iii) any payments received by the employee pursuant to a disability insurance plan under which the City pays all or part of the premium thereof;
 - iv) payments received by the employee from Workers Compensation Board excluding any benefits or payments paid pursuant to Section 40 of the Workers Compensation Act.

- c) Pursuant to Article III-8(a), "Normal Deductions" means those items which would have been deducted from the basic salary of the member in the normal course of events had the member not been injured on duty, notwithstanding deductions for federal and provincial income tax and Canada Pension Plan contributions, which shall be adjusted to reflect the non-taxable status of Workers Compensation benefits. Without limiting the generality of the foregoing, these items shall include any and all deductions for contributions to any City Pension Plan; Unemployment Insurance contributions; Union Dues; Group Insurance premiums; Canada savings Bond deductions; Employee parking deductions; Credit Union deductions; Charity deductions; or any other deductions that might have been payable

by the member from time to time or authorized by the member from time to time.

In the event that legislation is passed which makes Workers Compensation benefits taxable, it is agreed that the provisions of Article III-8(b)(i) shall no longer be applicable and, in that event, members covered by this agreement who are incapacitated due to injury arising out of the performance of their duties shall be compensated to the extent of the full salary applicable to the rank held by such member at the time of such injury and as such salary for said rank exists from time to time thereafter during the continuance of such incapacity.

- d) The procedure as agreed to and outlined in Letter of Understanding No. 3, subject to changes from time to time with agreement from the Association and the City, shall be considered part of this Collective Agreement.
- e) Notwithstanding the provisions of Article XII-1(a) Statutory Holidays, Article XII-3 Annual Leave, Article XII-8(c) Sick Leave and Article XII-10(c) Clothing Issue, a member of the **Police Service** injured while in the performance of his duties will receive full credit, for the benefits listed above, for a period of twelve (12) months following the date that the initial injury occurred on. Upon returning to work following an absence beyond twelve (12) months, the member will receive credit for the benefits listed above, pro-rated on a monthly basis for that time actually worked in the calendar year of his return.

9. **Civil Liability**

If an action or proceeding is brought against any member of the **Police Service** for an alleged tort committed by him in the performance of his duties, whether on or off duty, or an action or proceeding is brought against any member for an alleged disciplinary default or complaint, under the Law Enforcement Review Act, then:

- a) The member, upon being served with any legal process, or upon receipt of any notification of any action or proceeding as hereinbefore referred to being commenced against him, shall advise the City through the Chief of Police of any such notification or legal process.
- b) The City shall pay any damages or costs awarded against any such member in any such action or proceedings, and all legal fees, and/or
- c) The City shall pay any sum required to be paid by such member in connection with the settlement of any claim made against such member if such settlement is approved by the City before the same is finalized; provided such actions do not constitute a gross disregard or neglect of his duty as a Police Officer or other Police Employee, as the case may be.

- d) The City and the Association agree to continue discussions on legal fees during the term of this agreement.

10. Criminal Liability

All reasonable legal fees with respect to a criminal action, including Highway Traffic Act charges or alleged disciplinary defaults or complaints under the Law Enforcement Review Act, taken against any member of the **Police Service** arising out of such member's actions while engaged in his duties as a Police Officer or other Police Employee, as the case may be, shall be paid by the City, provided such actions do not constitute a gross disregard or neglect of his duty as a Police Officer or other Police Employee, as the case may be.

Sections 9 and 10 shall not be construed to mean that the City shall pay any costs, expenses or fees for such member incurred during or as a result of the City's internal disciplinary proceedings against such members. The City and the Association agree to continue discussions on legal fees during the term of this agreement.

ARTICLE IV - OTHER TERMS AND CONDITIONS

1. Disciplinary Hearings

It is agreed by the parties to this agreement that nothing herein shall affect the disciplinary powers held or exercised by the City or the CAO Secretariat, or any statutory delegated Committee of Council of the City, and it is agreed by the City, the CAO Secretariat and any Committee as aforesaid that, in all proceedings relating to such disciplinary powers, and/or relating to any matter in which the name, good character, efficiency or conduct of any member of the **Police Service** in the performance of his duty is being discussed or is subject to review, such proceedings shall be carried out in camera.

2. Benefits For Dependents

The City and the Association agree that the City shall provide payment of benefits to the dependents of employees killed in the course of their employment as follows:

Definitions:

- 1. In this Section:
 - a) "accident" means a chance event occasioned by a physical or natural cause; but also includes:

- i)** a wilful and intentional act that is not the act of the employee; and
 - ii)** any event arising out of, and in the course of, employment, or anything that is done and the doing of which arises out of, and in the course of, employment; and
 - iii)** conditions in a place where an industrial process, trade, or occupation is carried on, that occasion a disease to an employee in the course of employment and as a result of which an employee dies;
 - b)** "child" means a child of an employee and the child of a husband or wife by a former marriage and an illegitimate child, as well as any other child to whom the employee stood in loco parentis;
 - c)** "common law wife" means a woman who, although not legally married to a male employee, has during the entire period of the three (3) years immediately preceding his death cohabited with him as his wife or lived with him as such; and has a general reputation as such in the community in which they live;
 - d)** "dependent widower" means a widower who is wholly dependent upon the earnings of an employee at the time of her death;
 - e)** "employee" means a person who is employed by and on the payroll of The City of Winnipeg;
 - f)** "employment" means in the course of employment with The City of Winnipeg;
 - g)** "monthly salary rate" means the monthly salary including service pay, if applicable, calculated using the basic monthly rate for the confirmed rank, or position, occupied by the employee at the time of his death, and as such monthly salary exists from time to time following his said death, and the regular monthly hours of work for the said rank or position;
 - h)** "widow" means a dependent widow or a dependent common law wife, either of whom becomes eligible to receive compensation under the provisions of The Workers Compensation Act by reason of an accident.
- 2. 1)** Where an accident occurs the benefits as provided in this Section shall be paid by the City to each of them, the dependent children and widow, or dependent widower, of the deceased employee to whom

compensation is made available under the provisions of The Workers Compensation Act by reason of the same accident.

- 2)** The cost of the benefits payable under this Section shall be borne solely by the City.
- 3.** Except as herein otherwise provided, the benefits payable by the City hereunder shall, in each case, consist of a monthly payment, which when added to the total of the monthly payments available to the employee's dependents under The Workers Compensation Act, the Canada Pension Plan, the Winnipeg Police Pension Plan No. 2148-78, the Prior Pension Plan No. 2819-80, the Employee Benefits Plan No. 1125-75 and the Metro Pension By-Law No. 219, and any amendments thereto, is calculated to produce an aggregate amount equal to the following percentage of the employee's monthly salary rate, namely:

Where the employee is survived by:

 - a)** a widow or dependent widower and no children -- sixty percent (60%)
 - b)** a widow or dependent widower and one (1) dependent child -- seventy percent (70%)
 - c)** widow or dependent widower and two (2) dependent children -- eighty percent (80%)
 - d)** a widow or dependent widower and three (3) or more dependent children -- ninety percent (90%)
 - e)** a dependent child or dependent children but no widow or dependent widower -- twenty percent (20%) per child to a maximum of eighty percent (80%)
- 4.** In no event shall the total of any monthly payment made by the City under Sub-section 3 be less than twenty-five dollars (\$25.00).
- 5.** The benefits payable hereunder shall begin to accrue on the fifteenth (15th) day following the date of the employee's death.
- 6.** Where a widow or dependent widower marries, the monthly payment provided by subsection (3) shall cease, but, in lieu thereof, the City shall pay to such widow or dependent widower a lump sum equal to the monthly payments payable by the City under subsection (3) for twenty-four (24) months based on the monthly salary rate existing at the time of such marriage.

7. Payments made to or in respect of a child shall cease when the child attains the age of sixteen (16) years, except in cases where the child remains unmarried and continues to attend at school or university on a full-time basis, but in no event shall payments be made to or in respect of any child after he or she has attained the age of twenty-five (25) years.
8. Any benefits provided in respect of a child shall be paid to the widow, dependent widower or other person having the custody or control of the child until such time as the child has attained the age of eighteen (18) years, after which the benefits payable, if any, shall be paid directly to the child.
9. Where the **Chief Financial Officer** is of the opinion that for any reason it is necessary or desirable that a payment in respect of a dependent child shall not be made directly to his parent, the said **Chief Financial Officer** may direct that the payment may be made to such person or be applied in such manner, as he may direct for the advantage of the child.
10. Where any one (1) of a number of dependent children becomes entitled to separate payments under Sub-section 8 the amount of those payments shall be based upon the equal share of that child in the total benefit then available in respect of all of the dependent children.
11. Changes in the eligibility status of any one (1) of a number of dependents shall be reflected in the amount of the monthly payments and the person or persons to whom those payments are made, and for this purpose the remaining dependents shall thereafter be entitled to receive the same compensation as though they had been the only dependents at the date of the death of the employee, based upon the provisions of The Workers Compensation Act in force at that date.

ARTICLE V - GRIEVANCE PROCEDURE

1. Purpose

The purpose of this Article is to establish procedures for discussing, processing and settling of grievances as defined in this Article.

2. Definition

The word "Grievance" used throughout this Article shall mean a complaint involving any matter relating to wages, hours of work, other terms or conditions of employment, or any other working condition of a member of the **Police Service**, and shall include, without restricting the generality of the foregoing, any difference between the parties relating to the meaning, interpretation, application, or alleged violation of this agreement, or any part thereof.

3. Discussion With Chief of Police

An employee who believes that he has a grievance shall take the matter up with the Association which may discuss the matter with the Chief of Police, and the Grievor shall be entitled to be present at such discussion if he so desires.

All grievances must be submitted in the manner hereinafter provided within fifteen (15) days of the occurrence giving rise to the said grievance.

The Chief of Police, after receiving a grievance from the Association in writing, will respond to the Association no later than twenty-one (21) days after receipt of the grievance, to set a time and date for the hearing of the grievance.

The Chief of Police shall hear and consider the representations of the Association, and the Chief of Police shall render his decision on the matter in writing to the Association within seven (7) calendar days of the date of such hearing.

The Chief of Police may adjourn the hearing of any grievance before him to any other day or days, or from day to day, but in no event shall such hearing be adjourned for more than ten (10) days from the date of the first sitting except with the consent of the parties.

4. Failure To Resolve

If a settlement satisfactory to the Association is not reached under section 3 above, the Association may within five (5) calendar days of the receipt of the written decision of the Chief of Police, refer the matter for hearing and consideration to the CAO Secretariat of the City.

In the event that such matter is not referred to the CAO Secretariat within the five (5) day period the Association shall thereafter be barred from referring the grievance for hearing and consideration to the CAO Secretariat or to Arbitration.

The CAO Secretariat shall meet with representatives of the Association within ten (10) days of the date of service on the Assistant of the Chief Administrative Officer of written notice and the CAO Secretariat shall render its decision on the matter in writing to the Association, within seven (7) calendar days of the conclusion of such hearing.

The CAO Secretariat may adjourn the hearing of any grievance referred to it to any other day or days, from day to day, but in no event shall such hearing be adjourned for more than ten (10) days from the date of the first sitting except with the consent of the parties.

5. Arbitration

Failing satisfactory settlement of the grievance pursuant to Section 4 above, the Association, or the City, not later than ten (10) days from the receipt of the CAO Secretariat's written decision, may refer the said grievance to arbitration pursuant to the provisions of Article VI of this agreement.

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 and then to the CAO Secretariat for consideration in the manner aforesaid.

Should the grievance matter not be referred to arbitration within the said ten (10) day period the Association, or the City, shall thereafter be barred from doing so.

6. Policy Grievance

In addition to the foregoing, the Association may process a grievance of a general nature (called a "policy grievance") with respect to any matter of dispute which affects the general membership of the Association, through the various steps of the grievance procedure established by this Article.

Provided that this clause shall not apply to any matter already referred as a grievance by the Association, to the Chief of Police, to the CAO Secretariat or to Arbitration, or to any grievance matter for which the time for referring the matter to the Chief of Police, the CAO Secretariat or the Board of Arbitration has expired.

7. Second Grievances

Notwithstanding anything else contained in this Article, where any matter is once submitted as a grievance by the Association in accordance with this Article, no second grievance may be submitted by the Association in respect of a like matter within one (1) year after the date of the occurrence giving rise to the grievance first submitted.

8. Meetings During Working Hours

"Chief of Police" where used in this Article shall include the Deputy Chief of Police in the absence of the Chief. Where a meeting is held between representatives of the Association and the Chief of Police,

- a) pursuant to the provisions of Article V, or
- b) with respect to any matter involving the meaning and interpretation, application, administration, or alleged violation of a part of this agreement, such a meeting shall be held by appointment, during the working hours of the Chief of Police, without loss of pay to the representatives involved.

ARTICLE VI - ARBITRATION

1. Scope

In the event of any difference between the parties relating to the meaning, interpretation, application or alleged violation of this agreement, or any part thereof, which the parties are unable to settle to the satisfaction of both pursuant to the terms of Article V above, or in the event that a satisfactory settlement cannot be reached between the parties with respect to any grievance in accordance with the terms of said Article V above, then either party may submit such difference or such grievance to a Board of Arbitration.

2. Composition

The Board of Arbitration shall consist of three (3) members who shall be appointed in the following manner:

- i)** the party submitting the matter to arbitration shall nominate its member to the Board within five (5) calendar days of its submission of the matter to arbitration;
- ii)** the other party to the arbitration shall nominate its member to the Board within twenty-one (21) calendar days of the receipt of the name of the first party's nominee, and
- iii)** the two (2) members of the Board so nominated shall within fourteen (14) days of the nomination of the last of them, select a third member who shall be the Chairman of the Board.

3. Failure to Appoint Nominee

If either party fails to appoint its member to the Board as provided above, or if any arbitrator so appointed shall fail to serve, or be unable to serve, and another arbitrator is not appointed in his place within the time limits hereinbefore specified, then the other party to the arbitration proceedings may request the Minister of Labour of Manitoba to select such arbitrator.

4. Failure to Appoint Chairman

If the two (2) arbitrators appointed as herein provided shall fail to agree upon the appointment of a Chairman of the Board within the time limits hereinbefore specified, then either of the said two (2) arbitrators may request the Minister of Labour of Manitoba to select such Chairman.

5. Extending Time Limits

The parties may at any time agree to extend or abridge the time or times for the taking of any step or proceeding under this Article.

6. Powers of Board re Witnesses, etc.

The Board of Arbitration shall have the power to require the attendance of witnesses and the production of documents upon the request of either party to the proceedings. Provided, however, that the Board of Arbitration shall not have the power to require the parties, or any witness, to produce any documents which such party or witness could not be compelled to produce in a court of civil jurisdiction in the Province of Manitoba.

7. Decision

Any difference or grievance submitted to the Board of Arbitration pursuant to the provisions of the Article shall be decided by a majority affirmative vote of the said Arbitrators, provided, however, that if the arbitrators are unable to reach a unanimous or majority decision, then the decision of the Chairman of the Board of Arbitration shall be the decision of the said Board. The decision of the Board of Arbitration made pursuant hereto shall be final and binding on all parties to this agreement.

8. Amelioration of Penalty

Where an employee has been subject to suspension, dismissal, discharge or any other penalty for any alleged act or omission and the Board of Arbitration determines that such suspension, dismissal, discharge or penalty is unjust, or contrary to the terms of this agreement, the Board of Arbitration shall have the power to rescind or vary any such penalty including reinstatement without loss of seniority or other benefits whatsoever and has the further power to require that such employee be compensated for all time lost.

9. Expenses of Board

The expenses and compensation of the arbitrators selected by the parties shall be borne by the respective parties, and the expenses and compensation of the Chairman of the Board of Arbitration shall be borne equally between the parties.

ARTICLE VII

1. FULL TIME ASSOCIATION ADMINISTRATOR - PRESIDENT

The City agrees that the President of the Association will be granted leave of absence from his regular police duties to act as a full time administrator in

accordance with the agreement entered into between the City and the Association dated October 1st, 1994.

The Association agrees to reimburse the City for the wages and benefits paid pursuant to the agreement dated October 1st, 1994.

If the Association and its full time Administrator give notice to the City prior to October 1st, 1994, the City, subject to the approval of Council, will renew the agreement for a further term on such terms and conditions as are mutually agreeable to the parties.

2. FULL TIME ASSOCIATION ADMINISTRATOR - VICE-PRESIDENT

The City agrees that the Vice-President of the Association will be granted leave of absence from his regular police duties to act as a full time administrator in accordance with the agreement entered into between the City and the Association dated October 1, 1993.

The Association agrees to reimburse the City for the wages and benefits paid pursuant to the agreement dated October 1, 1993.

If the Association and its full time Administrator give notice to the City prior to October 1, 1996, the City, subject to the approval of Council, will renew the agreement for a further term on such terms and conditions as are mutually agreeable to the parties.

ARTICLE VIII - CONFIDENTIALITY

The parties hereby agree and undertake that neither they nor any of their bargaining representatives, employees or agents, will disclose any information, documents, statements or any other matters or things which take place or occur during the course of collective bargaining pursuant to the provisions of this agreement, to any other person, until such time as the parties have either reached agreement on all of the matters in dispute between them or until such time as the collective bargaining procedures have broken off between the said parties.

The above is subject to the provision that by mutual agreement of the aforesaid bargaining representatives the parties may disclose by means of a joint communique such information, documents, statements, or any other matters or things, which have taken place or occurred in the course of collective bargaining, as are mutually agreed upon.

ARTICLE IX - CIVILIANIZATION

- 1. The Winnipeg Police Association acknowledges and agrees that, for the efficient operation of the Winnipeg Police Service, it will cooperate with the**

Winnipeg Police Service to complete the civilianization of the following positions within a reasonable time period:

DIVISION	POLICE POSITION	CIVILIAN POSITION
26	Constable (4)	Clerk A (4)
30	Staff Sergeant (1)	Supervisor of Services (1)
31	Patrol Sergeant (1)	CPIC Coordinator (1)
31	Constable (14)	Complaint Handler (14)
31	Constable (1)	Radio Liaison Coordinator (1)
31	Constable (1)	PARCS Training Coordinator (1)
33	Constable (1)	Armourer (1)
Research & Development	Constable (1)	Research Analyst (1)

2. The parties agree that, where appropriate, adequate provisions in regard to alternate duties for those members currently occupying the above positions, and displaced through civilianization, will be made.
3. In addition to the foregoing, 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, the Winnipeg Police Association agrees to enter into negotiations with respect to the appropriateness of civilianization within a reasonable time period:

Community Services	Personnel
Research and Development	Audit and Accreditation
Identification Unit	Support Services
Traffic Division	Services Unit
Communications	

4. In the event of a disagreement between the parties regarding:
 - a) the time period for the implementation of the civilianization in paragraph 1;
 - b) the rate of pay for any position civilianized in accordance with paragraphs 1 and 3;

- c) **the appropriateness of the civilianization of any position within the additional areas outlined in paragraph 3;**
- d) **the adequacy of provisions for the members in the positions to be civilianized either in paragraphs 2 or 3, or;**
- e) **the time period for negotiations in paragraph 3**

either party may refer to arbitration in accordance with Article VI of the Collective Agreement.

ARTICLE X

Articles X to XIII inclusive and Letters of Understanding Nos. 2 and 8 apply only to the Police Component which for the purposes of this Agreement includes only the following: All Police Officers up to and including the rank of Staff Sergeant.” (The position of Service Attendant has been moved to the Staff Component and the Civic Centre Constable is no longer a classification under the Collective Agreement.)

WORKING CONDITIONS

1. Hours of Work and Semi Annual Time Changes_

- a) The hours of work for a member of the Association shall be eight (8) hours per day, five (5) days per week for a total of forty (40) hours per week with two (2) consecutive full days off per week as weekly leave. Subject to what is hereinafter set forth, all hours worked by a member in excess of eight (8) hours per day and forty (40) hours per week shall be considered as overtime and compensated as such, except for those members assigned to the four-ten (4/10) work schedule or the three (3) week work cycle, and any experimental shift schedule agreed to between the Association and the City.
- b) Changeover to Central Daylight Saving Time or Central Standard Time will be accomplished by adjusting the starting or finishing times of the shift so that members work their normal number of hours on that specific tour of duty. In those cases where members are required to work in excess of their normal number of hours on that specific tour of duty, then compensation at regular overtime rates of pay (or time in lieu) will apply for all such overtime worked.
- c) The parties agree that the **Police Service** has the right to exercise flexibility in the deployment of personnel and the changing of shift schedules in the Uniform Divisions, where necessary, to staff specific policing requirements that may arise from time to time.

2. a) Shift Schedules

Notwithstanding the provisions of Article II(3) and Article X-2 where the Winnipeg Police Service provides notice to the Association that it wishes to propose a new or amended shift schedule for any rank(s) or classification(s) covered by this Agreement, the parties shall meet, within thirty (30) calendar days of the receipt of such notice to discuss the proposal. If any new or amended shift schedule is agreed upon between the parties, such Agreement will be added to this Agreement in the form of a supplement thereto. If the parties fail to agree on the terms or the implementation of such schedule within ninety (90) days of such notice, the matter may be forwarded to binding arbitration in accordance with Article VI of this Agreement.

b) Existing Work Schedules

The parties agree the work schedule as referred to in Appendix "A" may be the subject of negotiations during any time of the currency of this agreement. **In the event that the matter is unresolved within ninety (90) days of notice to negotiate changes to existing work schedules, the City may proceed to binding arbitration as in Article X above. (The City to review combining X above and X-2 above).**

Details pertaining to the four-ten (4/10) Work Schedule are listed in Appendix "B" of this agreement.

3. Calculation of Daily and Hourly Rates

Calculations for payroll purposes of daily and hourly rates shall be in accordance with the table of rates prepared by the Corporate Services Department, Human Resource Services Division of the City for calculating broken time, and the City agrees to supply the Association with one (1) copy of such table within one (1) month of the execution of this agreement.

4. Lunch Periods

Members of the Association shall receive a lunch period of thirty (30) minutes.

5. Rearrangement of Shifts

Rearrangements of shifts to take care of unavoidable contingencies will not entitle a shift man to overtime payment or compensating time off until he is required to work in excess of the regular number of hours each week as provided in section (1) above.

6. Continuing Overtime

All overtime shall be paid for at the rate of time and one-half (1½), for the first four (4) hours and double time for all hours, or portions thereof, in excess of the said four (4) hours, provided that no payment for overtime shall be granted for overtime periods of fifteen (15) minutes, or less. However, when overtime of sixteen (16) minutes to thirty (30) minutes, both inclusive, is worked, payment for thirty (30) minutes at the overtime rate shall be made. Further, when overtime of thirty-one (31) minutes up to sixty (60) minutes, both inclusive, is worked, payment for sixty (60) minutes at the overtime rate shall be made. Provided, further, that upon request of the employee concerned, compensating time off may be allowed in lieu of overtime pay on the basis of time and one-half (1½) or double (2x) time for all hours, or part of an hour, as the case may be, so worked.

7. Call Back

Any member of the Association who is not on duty and is called out for duty, on other than his regular weekly leave or annual leave, shall receive pay for such call out of a minimum of four (4) hours at time and one-half (1½) the regular hourly rate of pay if the time spent by such member is less than four (4) hours. Where the time spent by such member on such call out exceeds four (4) hours then he shall be paid for the first four (4) hours as above set forth, and for all time spent in excess of the said four (4) hours at double time. 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 (1½) hours, or two (2) hours, as the case may be, for each hour to the member's credit.

8. Call Back on Weekly Leave or Annual Leave

Any member of the Association who is on weekly leave and is called out for duty, shall receive pay for such call out of a minimum of the member's regularly scheduled hours of duty at time and one-half (1½) the regular hourly rate of pay. If the time spent by such member on duty as a result of such call out exceeds his regularly scheduled hours of duty then all time in excess of said regularly scheduled hours of duty shall be paid at two (2) times the regular 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. Further, if such member is outside the area of the City of Winnipeg when called out for duty then he shall receive mileage allowance in accordance with Article X-21 for all distance travelled, and return, in order to appear for duty.

Any member of the Association who is on annual leave and is called out for duty shall, in addition to the payments described above, receive one (1) additional day of leave for each day of his annual leave that is disrupted, which shall be allocated at the discretion of the Chief of Police, and, whenever possible, such additional day shall be added at the end of that member's period of annual leave.

9. Off Duty Court Time

- a)** Whenever a member is off duty, on other than his regular weekly leave or annual leave, 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; any disciplinary hearing held by the City, the Council thereof, or any statutory delegated Committee thereof; the Manitoba Police Commission, including 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 (1½) 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 (1½) hours for each hour to the member's credit as above set forth.

- 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's 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 (1½) the regular hourly rate of pay, provided that if the total elapsed time of the member exceeds

eight (8) hours the member shall be paid at the rate of double time for each hour worked, or portion thereof, in excess of said eight (8) hours.

- 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.

- g) **Court Attendance while Absent on Sick Leave**

Where a member of the **Police Service** has been notified to attend at court he shall attend unless hospitalized or physically incapacitated to the extent that it is not possible for him to attend.

If the court appearance is scheduled for a day-time appearance and the member is assigned on that day to second relief duties, or if the court appearance is for evening court, and the member is assigned to third relief, he shall be considered as on a tour of duty and will not be debited for a day of sick leave.

If he has exhausted all of his sick leave credits he will be paid for four (4) hours at time and one-half (1½).

If the member is not assigned to duty at the time of the day of the court appearance, he will be reimbursed at the rate of four (4) hours at time and one-half (1½).

Four (4) hours at time and one-half (1½) rate as referred to in this section will be the minimum payment and if a member is kept in attendance at court for a greater period of time than four (4) hours he will be reimbursed for the full court time appearance at time and one-half (1½).

If the member is shown on weekly leave, although on sick leave for an extended period of time, he will be reimbursed as stipulated in the working agreement for court time on weekly leave.

- h) **Court Attendance while Absent on Maternity/Parental Leave**

A member who is required to appear in Court while absent from duty as a result of Maternity Leave provided in accordance with Article XII-9, Plan A, or unpaid leave under Plan B, or Parental Leave, shall be paid at the rate of time and one-half (1½) the regular hourly rate of pay for the total elapsed time in court with a minimum payment of four (4) hours, at time and one-half (1½).

i) Court Time while Absent on Long Term Disability

A member who is required to appear in Court while absent from duty on Long Term Disability shall be paid at the rate of time and one-half (1½) the regular hourly rate of pay for the total elapsed time in court with a minimum payment of four (4) hours, at time and one-half (1½).

j) Court Time while Absent from Duty as a Result of Suspension

A member who is required to appear in Court while absent from duty as a result of being suspended without pay shall be paid at the rate of time and one-half (1½) the regular hourly rate of pay for the total elapsed time in court with a minimum payment of four (4) hours, at time and one-half (1½).

k) Court Time while on Leave of Absence without Pay

A member who is required to appear in Court while on a leave of absence without pay shall be paid at the rate of time and one-half (1½) the regular hourly rate of pay for the total elapsed time in court with a minimum payment of four (4) hours at time and one-half (1½).

10. Court Time on Annual Leave

Whenever a member is on annual leave and is required to appear as a witness in any proceedings arising out of the performance of a police duty as set forth in paragraph 9 above, he shall be paid at time and one-half (1½) the regular hourly rate of pay for a minimum period of eight (8) hours for each day, or portion of a day, during which he is so engaged, and in addition, shall receive one (1) additional day of leave consistent (compatible) with the number of hours in a member's tour of duty (eight [8], ten [10] or twelve [12] hours as may be applicable) for each day of his annual leave that is disrupted, which shall be allocated at the discretion of the Chief of Police. Whenever possible, such additional day shall be added at the end of that member's period of annual leave.

If the time spent by a member on such appearance exceeds eight (8) hours then all time in excess of said eight (8) hours shall be paid at two (2) times the regular 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 (1½) hours for each hour to the credit of such member up to eight (8) hours, and two (2) hours for each hour to the credit of such member in excess of eight (8) hours.

Further, if such member is outside the area of the City of Winnipeg when required to appear as above set forth, then he shall receive mileage allowance for use of a motor vehicle calculated in accordance with Article X-21, for all distance travelled, and return, or the equivalent of economy air fare, whichever is the lesser amount,

in order to make such appearance. In addition to the above mileage allowance, travelling time will be based on a maximum of one (1) hour at time and one (1½) half the regular hourly rate of pay for each eighty (80) kilometres (fifty [50] miles) travelled, or any pro-rated portion thereof. This time for travelling will be added to the time spent in court to determine total elapsed time involved; or if a member is more than one hundred and sixty (160) kilometres from the City, the member may travel the day prior to the court appearance and submit travelling time in accordance with the above.

The maximum travelling allowance to any member for attendance at court will be eight (8) hours at time and one-half (1½) the regular hourly rate of pay, and one (1) additional day of leave as mentioned above, plus the mileage allowance or economy air fare - whichever is applicable. This travelling allowance will apply only to a day preceding the day of any court appearance.

In the event a member returns to his point of origin the day following such court appearance, then this maximum allowance will also apply to this second travel day. This only applies if the member is unable to return to his originating point the same day as the court appearance.

10 A. Court Time on Weekly Leave

Whenever a member is on weekly leave and is required to appear as a witness in any proceedings arising out of the performance of a police duty as set forth in paragraph 9 above, he shall be paid at time and one-half (1½) the regular hourly rate of pay for a minimum period of two-thirds (2/3) of his regularly scheduled hours for each day, or portion of a day, during which he is so engaged; provided however, that if the time in which he is so engaged shall exceed four (4) hours, he shall be paid at time and one-half (1½) his regular rate of pay for eight (8) hours.

If the time spent by a member on such appearance exceeds eight (8) hours then all time in excess of said eight (8) hours shall be paid at two (2) times the regular hourly rate of pay. Provided, that upon request of the member concerned, compensating time off will be allowed in lieu of overtime pay referred to above, on the basis of one and one-half (1½) hours for each hour to the credit of such member up to eight (8) hours, and two (2) hours for each hour to the credit of such member in excess of eight (8) hours.

Further, if such member is outside the area of the City of Winnipeg when required to appear as above set forth, then he shall receive mileage allowance for use of a motor vehicle calculated in accordance with Article IX-21 for all distance travelled, and return, or the equivalent of economy air fare, whichever is the lesser amount, in order to make such appearance. Provided, that when a member is outside the area of the City of Winnipeg on either his first or his last day of weekly leave, then the travelling allowance as above set forth shall not apply, with the exception that if on appearance at the Court the member is advised that the Court case is

cancelled for any reason whatsoever, and the member then returns to the location outside of the City from which he came, then mileage allowance shall be paid as aforesaid; subject to the provisions of Article IX, Subsection 12 (c). In addition to the above mileage allowance, travelling time will be based on a maximum of one (1) hour at time and one half (1½) the regular hourly rate of pay for each eighty (80) kilometres (fifty [50] miles) travelled, or any pro-rated portion thereof. This time for travelling will be added to the time spent in court to determine total elapsed time involved; or if a member is more than one hundred and sixty (160) kilometres from the City, the member may travel the day prior to the court appearance and submit travelling time in accordance with the above.

The maximum travelling allowance to any member for attendance at court will be eight (8) hours at time and one-half (1½) the regular hourly rate of pay, plus the mileage allowance or economy air fare - whichever is applicable. This travelling allowance will apply only to a day preceding the day of any court appearance.

In the event a member returns to his point of origin the day following such court appearance, then this maximum allowance will also apply to this second travel day. This only applies if the member is unable to return to his originating point the same day as the court appearance.

11. 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 10 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 (1½) the regular hourly rate of pay, commencing at 8:00 a.m., for a minimum period of not less than four (4) hours at the overtime rate for such appearance. If the time spent by a member on such appearance exceeds four (4) hours, then all time in excess of said four (4) hours shall be paid at two (2) times the regular 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 (1½) hours for each hour to the credit of such member up to four (4) hours, and two (2) hours for each hour to the credit of such member in excess of four (4) hours.

12. 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) hours at time and one-half (1½) the regular hourly rate, in pay or time off, for said cancellation.

b) Court on Weekly Leave

A member, who has been instructed to appear in Court on weekly leave 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) hours at time and one-half (1½) the regular hourly rate, in pay or time off, for said cancellation.

c) Court on Annual Leave

A member, who has been instructed to appear in Court on annual leave shall, at City expense, telephone the Sergeant on duty in his Division twenty-four (24) to thirty (30) hours in advance of the scheduled Court appearance to confirm whether his attendance in 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 court appearance the member shall receive no compensation. If the member receives notification of cancellation after 22:00 hours on the day immediately preceding the scheduled appearance, the member shall be entitled to receive four (4) hours at time and one-half (1½) the regular hourly rate, in pay or time off, for said cancellation. In addition, the member shall receive one (1) additional day of leave for each day of his annual leave that is disrupted, which shall be allocated at the discretion of the Chief of Police, and, wherever possible, such additional day shall be added at the end of that member's period of annual leave.

For purposes of this sub-section all days of weekly leave immediately preceding, during and immediately following two (2) or more consecutive blocks of approved annual leave shall be considered as days of annual leave.

13. Attendance Outside Winnipeg

- a) Whenever a member is required to appear as a witness outside the area of the City of Winnipeg, or perform escort duty outside the area of the City of Winnipeg, or carry out investigative services outside the area of the City of Winnipeg, then he shall receive compensating time off for a weekly leave, or leaves, not taken as a result of such duty. He shall receive such pay per diem as if he were regularly employed at his usual duty, and on day shift, and such overtime at time and one-half (1½) the regular hourly rate of pay for time in excess of the normal hours of day shift duty as set forth in this agreement. In addition, his fare shall be paid by the City, and the method of transportation shall be as directed by the Chief of Police; provided, that the Chief of Police shall not have the authority to direct a member to use his personal automobile unless the member is agreeable to doing so. In the event the member uses his private automobile with the permission of the Chief of Police then he shall be paid the current City of Winnipeg Travel Within Manitoba rate for all distance travelled, and return, in order to make such appearance. Provided, however, that the mileage rate will be adjusted if a higher mileage rate is established by the City for civic employees during the lifetime of this agreement.
- b) It is the intent of the parties hereto that the rate of accommodation, living expenses and incidental expenses of such member shall be in keeping with the reputation of the **Police Service**, and, further, that it is intended that a member shall not be out of pocket with respect to such expenses as a result of his required attendance in Court arising out of the performance of a police duty.
- c) Whenever members of the Association are sent out of the City on duty as aforesaid, they will be allowed the same allowance as approved by Council and as is granted to all members of City Council or other City Officials while on official City business, except in those instances where Police Officers attend training courses where board and lodging is provided in which case only transportation costs, plus an out-of-pocket expense allowance in the amount of ten dollars (\$10.00) per diem will be provided. Where board is not provided an additional per diem allowance of seventeen dollars and fifty cents (\$17.50) will be paid. The above amounts are in addition to the member's regular rate of pay as set forth in subsection (a) above.
- d) Where a member of the Association is required by the **Police Service** to attend a course outside of the City of Winnipeg for a period of six (6) weeks or more, that member will be entitled to be reimbursed the transportation costs of one (1) round trip economy air fare, to return to Winnipeg during that period, provided the member submits to the **Police Service** proof that he expended such transportation costs.

14. Clear Hours of Rest

Where the interval between a member's last completed shift, including overtime or court time, and the time that member's pending shift is scheduled to commence is less than seven (7) hours, that member shall be permitted to use the equivalent number of hours from accumulated overtime in lieu of that pending shift. The purpose of this section is to allow the member to take his pending tour of duty off as accumulated overtime due to being overtired. This is merely a permissive section, and does not allow for any increased time or pay benefit.

15. Emergency Situations

The Chief of Police may declare a state of emergency at any time for any one (1) division or for the force as a whole, and during such declared emergency overtime will be paid for at the rate of time and one-half (1½) for all hours worked in excess of the member's regular number of hours normally worked on a tour of duty.

16. Compensating Time Off

With regard to overtime by way of compensating time off, or time for court appearances by way of compensating time off, it shall not be allowed to accumulate to an excessive degree, and a member may request to be allowed to use his compensating time off on a specified date, or dates, providing such date, or dates, is satisfactory to the Chief of Police. If such date, or dates, is not satisfactory to the Chief of Police then the member may request an alternate date, or dates, and if such second request is refused by the Chief of Police then the Association may take the matter up as a grievance if it so desires.

Effective January 1, 1993, a member may at any time during the year accumulate overtime to a maximum of one hundred and ten (110) hours, exclusive of the two (2) Statutory Holidays referred to in Article XII-7, infra. Upon termination of service, the unused portion of a member's accumulated overtime shall be paid to that member at the rate at which it was earned.

17. Classes of Instruction

Time spent on classes of instruction shall not be considered as overtime. Where, however, an off duty member takes such classes any time he incurs shall be compensated for by way of compensating time off calculated at straight time.

18. Payment of Overtime

Overtime pay shall be paid not later than the end of the month following the month in which such overtime was worked.

19. Recording Overtime

A uniform method of recording overtime shall be kept by the officers in charge of the various Divisions.

20. Witness Fees and Conduct Money

All witness fees and conduct money received for any appearance in Court which is compensated for under the above provisions shall be paid by the member to the **Finance Unit of the Winnipeg Police Service.**

21. Mileage Allowance

Mileage allowance where applicable under this Collective Agreement shall be in all instances paid for at the rate of twenty cents (20¢) per kilometre and wherever any reference is made to the City of Winnipeg rate, that rate shall for these purposes be twenty cents (20¢) per kilometer. Where necessary, existing provision of the Collective Agreement, that refer to the payment of mileage allowances to members, shall be amended to reflect the above noted amendment.

ARTICLE XI

1. Remuneration

For the first year of the Collective Agreement (1997), there will be no wage adjustment.

Effective Pay Period #3, 1998 (January 30, 1998) - increase wages by two and one-half percent (2.5%).

Effective Pay Period #1, 1999 (December 31, 1998) - increase wages by one and one-half percent (1.5%).

Effective Pay Period #20, 1999 (September 24, 1999) - increase wages by one percent (1.0%).

Effective Pay Period #1, 2000 (December 31, 1999)- increase wages by one and one-half percent (1.5%).

Effective Pay Period #13, 2000 (June 16, 2000)- increase wages by one percent (1.0%).

Salary Schedule of Police Component - Schedule A.
See G:\DSAUL\SALSCHED\WPA-POL.XLS in Microsoft Excel.

SCHEDULE B - RANK DIFFERENTIALS

Rank Differentials are established based on the rate of pay for a First Class Constable as representing one hundred percent (100.00%) , as follows:

RANK	DIFFERENTIAL Effective January 1, 1998
CONSTABLE - First Class (After 10 Years of Service) (After 13 Years of Service) (After 16 Years of Service)	100% 105% 107% 109%
STAFF SERGEANT (First Year) (Second Year) (Third Year)	127% 130% 133%
SERGEANT (First Year) (Second Year) (Third Year)	120% 122% 124%
DETECTIVE/PATROL SERGEANT (First Year) (Second Year) (Third Year)	113% 115% 117%
CONSTABLE/IDENTIFICATION SPECIALIST Current - 110% and 114%	Revision - 113%
All incumbents who are currently at 114% shall not suffer a reduction as a result of this revision.	

The rank differentials, used to calculate the various rates of pay for ranks contained in the Police Component of this agreement, shall be as set out in Schedule "B" attached hereto.

1-A. Probationary Constable

The Chief of Police, or appointed designate, shall have the right pursuant to section 79(3) of The Labour Relations Act to terminate the employment of members who have not completed their initial twenty-four (24) month probationary period. A Probationary Constable may be terminated in the discretion of the Chief of Police provided such termination is not done in an arbitrary or discriminatory manner and only the question of whether it was done in an arbitrary or discriminatory manner may be grievable or arbitrable under this Collective Agreement.

The probationary period shall be included in the calculation of seniority for all purposes covered by this Collective Agreement, including promotion purposes.

2. Payday

All members hired after May 26, 1993 shall be paid by direct deposit every second Friday.

All members employed prior to May 26, 1993 shall have the option of selecting the method by which they will be paid, either direct deposit every second Friday or by cheque available at 16:00 on the day prior to payday.

3. Plain Clothes Constables' Allowance

Constables assigned to designated Plain Clothes Constable positions shall receive compensation for performing a measure of these duties at the rate of fifty dollars (\$50.00) per month for each month of service and pro rata for any period of less than a month.

Plain Clothes Constables who are receiving one hundred and nine percent (109%) as at April 22, 1993 shall continue to receive such amount until transferred out of the plain clothes unit at the conclusion of their present assignment. Transfers into, and out of designated Plain Clothes Constable assignments shall be in accordance with **Police Service** policy.

4. Acting in Higher Rank

When a member of the service, who is qualified to act in a higher rank in accordance with the Acting Ranks Section of the Police Promotion Plan, performs substantially all the duties of the position possessing said rank and carrying a higher rate of pay than that of the member's confirmed rank, the member shall receive the minimum rate of pay of the higher rank, for all such time assigned to said higher rank.

Constables who have reached the classification of 2nd Class Constable and higher who are assigned as Field Training Officers shall receive a salary adjustment of four percent (4%) above the current level received within their confirmed rank for all time spent during said assignment.

5. Night Shift Premium

A shift premium of fifty cents (50¢) per hour will apply for evening and night shift work, as distinct from overtime work, for the full period of the shift provided that the majority of hours worked are between the hours of 4 P.M. and 8 A.M., otherwise no shift premium will be paid.

6. Special Duty Pay

Special duties shall mean and include police duties authorized by the Chief of Police and performed for any party or organization other than the **Police Service**. All such special duties shall be paid for at the rate of one and one-half (1½) times the regular salary. Regulations as to the assignment of such duties shall be in writing to be agreed upon between the Chief of Police and the Association as to the distribution of such assignments.

7. Stand-By Duty

Members required to perform stand-by duty will be paid two (2) hours' pay at straight time for each eight (8) hour period of stand-by duty, or portion thereof. If a member on stand-by duty is called back to duty during such stand-by period then he will be paid in accordance with Article X, Section 7 of the current collective agreement in addition to any stand-by pay to which he is entitled.

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. Labour Day |
| 2. Good Friday | 8. Thanksgiving Day |
| 3. Easter Monday | 9. Remembrance Day |
| 4. Victoria Day | 10. Christmas Day |
| 5. Canada Day | 11. Boxing Day |
| 6. the August Civic holiday | |

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.

b) Statutory holidays shall be observed as follows:

General Patrol and Traffic members working the four-ten (4/10) work schedule shall receive a one hundred and thirty-seven (137) hour statutory holiday credit on May 1st of each year in lieu of all forms of statutory holiday compensation, excluding continuing overtime.

i) These hours are intended for use when taking statutory holidays off (either by choice or when compelled). However, statutory credit

hours may be used by the hour, by the day or outside of "prime time". Up to six (6) consecutive days of statutory credit hours may be taken off. Divisional Commanders shall, at their discretion, reduce divisional strengths to minimum Statutory Holiday levels by, if necessary, forcing members to take stats off. If members do not have enough statutory credit hours left they shall use any other form of leave or credit, or go into a deficit which will be paid back at the first opportunity. All stat credit hours (except twenty [20] hours) must be used before April 30th. Twenty (20) hours (sufficient time for Good Friday and Easter Monday) may be held over but must be used by June 30th. Divisional Commanders will monitor the statutory credit banks to prevent a situation where too many members attempt to reduce their statutory credit banks to zero at the end of the year. If necessary they will instruct members to reduce their banks earlier on in the year.

When a member is transferred on or off the four-ten (4/10) work schedule, a statutory credit hour transfer credit/deficit calculation will be required.

- ii) Members who fall into the category of working Monday to Friday with weekends off (i.e. Store Front Officers, eight [8] hour workers and Plain Clothes Officers on Tan and Green shift schedules) shall take all statutory holidays off on the dates they fall.
- iii) Members not on the four-ten (4/10) work schedule, who are assigned to a unit which requires staffing seven (7) days a week and who do not regularly get weekends off, shall be compensated for working a regularly scheduled tour of duty on a statutory holiday as follows:

In addition to their regular pay for working on a statutory holiday, a member shall be paid, or compensated in time off, at the option of the member, at the rate of time and one-half (1½) for all regularly scheduled hours so worked. Members who elect to receive compensating time off shall be allowed to accumulate a maximum of two (2) days statutory holiday leave in a manner consistent with the provisions of Article X-16 and Article XI-7. Divisional Commanders, at their discretion, shall reduce divisional strengths to minimum statutory holiday levels by, if necessary, ordering members to take the statutory holiday off.

- c) Continuing overtime worked on any holiday shall be paid at time and one-half (1½) based on the premium rate of pay for the holiday (i.e. two and one-quarter [2¼] x continuing overtime hours worked).

- d) Members of the **Police Service** who are on sick leave on any of the above-mentioned holidays will be credited with having used this holiday on the day on which it falls and will not be charged with having used a day of sick leave on that day. This subsection does not apply to members injured on duty and who are in receipt of benefits under The Workers Compensation Act.

2. **Hospital and Medical**

The monthly sum of eight dollars (\$8.00) was added to the salary rates of all members of the Police Sector, whether married or single, in the 1974 collective agreement between the parties, and therefore forms part of the salary rates.

3. **Annual Leave**

The parties agree that the following Annual Leave Provisions will apply:

- a) Three (3) weeks' vacation after one (1) year's continuous service,
- b) Four (4) weeks' vacation in the calendar year in which a member completes his fifth (5th) year of service, and yearly thereafter, and
- c) Five (5) weeks' vacation in the calendar year in which a member completes his thirteenth (13th) year of service, and yearly thereafter, and
- d) Six (6) weeks' vacation in the calendar year in which a member completes his twenty-first (21st) year of service, and yearly thereafter.

"It is understood that for the purpose of calculating vacation credits, one (1) week = forty (40) working hours."

4. **Arranging Leave Schedule**

The Chief of Police shall be responsible for arranging the holiday schedule prior to April 1st of the calendar year. The holiday period shall start on May 1st of the calendar year and run through to April 30th of the following calendar year. This holiday schedule shall be posted on the bulletin boards where all employees may ascertain their holiday periods well in advance.

Members who attain an anniversary date entitling them to receive an additional annual leave credit in a calendar year, may take this additional leave after May 1st of that calendar year that it falls in.

4A. Minimum Number of Personnel on Annual Leave

The minimum number of personnel who will be allowed on annual leave at any time in the holiday period shall not be less than fifteen percent (15%) of each division by rank or category.

The minimum number of personnel who will be allowed on annual leave at any time in the holiday period for those members who are assigned to the four-ten (4/10) schedule shall not be less than ten percent (10%) of each division by rank or category, except that at no time will a Sergeant I and Sergeant II from the same platoon or same shift assignment be allowed to book annual leave at the same time.

The minimum number of personnel who will be allowed on annual leave during the Christmas and New Year's period shall not be less than ten percent (10%) of each division by rank or category, provided that the same restriction applies for those assigned to the four-ten (4/10) work schedule regarding Sergeant I's and Sergeant II's booking at the same time from the same relief of shifts.

4B. Maximum Annual Leave During Prime Season

Members will be restricted to a maximum of three (3) weeks' annual leave during the prime summer holiday season (i.e. the nine [9] week period encompassing the months of July and August) in each year.

Members assigned to the four-ten (4/10) work schedule will be restricted to a maximum of twenty-three (23) consecutive calendar days during the prime holiday season referred to above. For records purposes the period of annual leave for those members assigned to the four-ten (4/10) work schedule will be considered the total period of time between two (2) blocks of annual leave which includes the weekly leave time between the annual leave blocks of time referred to.

4C. Booking of Annual Leave - Sergeants - Divisions #11 to #17

The Winnipeg Police Association and the City agree that for the purpose of booking Annual Leave, a maximum number of six (6) Sergeants from general patrol duties shall be allowed Annual Leave at any one (1) time from each uniform Division, #12 through #16; and

A maximum number of ten (10) Sergeants from general patrol duties shall be allowed Annual Leave at any one (1) time from Division #11; and

A maximum number of four (4) Sergeants from general patrol duties shall be allowed Annual Leave at any one (1) time from Division #17.

All Sergeants are to be allowed the opportunity of booking Annual Leave in one (1) of the prime holiday periods #1 - #3.

It is understood that in Division #17, at no time will a Staff Sergeant and Sergeant I from the same platoon or same shift assignment be allowed to book Annual Leave at the same time.

5. Choice of Leave Periods

- a) Choice of holiday periods shall be based on a member's effective date of appointment to the several forces within rank held and by divisions. The following specific provisions shall prevail:
 - i) All Divisions with the exception of Divisions 23, 24 and 25 (Crime Divisions) shall book annual leave as separate entities. The said Crime Divisions shall book annual leave as one (1) Division.
 - ii) Persons who transfer from any other Department of the City into service with the **Police Service**, shall, for the purpose of booking annual leave, calculate their service effective as of their date of service with the **Police Service**, and prior service with the City shall not be taken into account.
 - iii) Constables, or other ranks, who are assigned to other duties in an acting capacity, such as Plain Clothes Constables, will book their annual leave in the Division they are assigned to, and will retain their seniority rights pertaining to annual leave by booking such leave in the position which their seniority with the **Police Service** entitles them to in that Division. A Plain Clothes Constable for the purpose of booking annual leave as aforesaid will be considered to be the same rank as a Sergeant II.

The Intelligence Unit and the Technical Services Unit shall be treated as separate units solely for the purpose of vacations.

6. Working Into Annual Leave

- a) When a member of any shift scheduled to end after midnight would work less than four (4) hours into the first day of any of his annual leave entitlement, then his said shift shall be re-scheduled to enable him to finish his tour of duty by midnight of the day preceding the commencement of such annual leave.
- b) When a member of any shift scheduled to end after midnight would work four (4) hours or more into the first day of any of his annual leave entitlement, then he will be granted an additional day off in conjunction with his annual leave to compensate him for losing the first day of his annual leave. This additional day's vacation credit shall be allocated in the discretion of the Chief of Police, but whenever possible shall be added at the end of the

employee's said annual leave entitlement. It is understood and agreed that the shift referred to in this sub-section cannot be re-scheduled unless the member specifically requests the Chief of Police to that effect.

7. Annual Leave With Weekend Leave

Members of the force may book one (1) week (five [5] working days) of their annual leave by taking it off one (1) day at a time with the approval of the members' supervisor providing there is sufficient manpower. Each such day of annual leave may be used when there is no Statutory Holiday available, but this provision shall not alter the present practice of a member being entitled to hold two (2) Statutory Holidays where applicable. Those members taking advantage of this provision have priority over Statutory Leaves.

If the Chief of Police finds it necessary at any time to cancel all leaves on a Friday, this day of annual leave will be cancelled as well. In this regard, those scheduled to take statutory leave would be cancelled first, and then if additional personnel is required those scheduled to take the one (1) day of annual leave would be cancelled as the situation requires.

A member who decides to avail himself of this provision shall not be considered as having made a choice with respect to the selection of his holiday period, but shall have the right to book his annual leave in his normal seniority position.

The booking of this leave one (1) day at a time is restricted to those members who work on the three (3) week cycle, and to members who are normally on weekly leave on Saturday and Sunday of every week.

The residual days of annual leave (to a maximum of three [3] days) for members assigned to the four-ten (4/10) work schedule may be booked one (1) day at a time, at the members' option, dependent on **Police Service** requirements.

8. Sick Leave

- a)** Sick leave means 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 physician, chiropractor or dentist, 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. Moreover, even if the City does not specifically request medical documentation with respect to a particular absence, the member must submit such documentation whenever one (1) or more of the following conditions exists:

- i) if the absence for which the sick leave is claimed exceeds four (4) consecutive work days, or
 - ii) if the member has taken six (6) separate periods of sick leave within the last twelve (12) months, or
 - iii) if the **Police Service** has, for any reason, advised the member that all future requests for sick leave must be supported by a proper medical certificate. Medical documentation for the specific absence shall be submitted by the member from the City's medical practitioner, or from the member's physician, chiropractor or dentist which may be subject to review by the City's medical practitioner.
- c) Effective from January 1st, 1981, every employee shall be granted sick leave credits at the rate of ten (10) working hours per month while in the employ of the City or one hundred and twenty (120) working hours per year for purposes of being sick as defined in this section. Sick leave credits will be credited to an employee on a monthly basis for employees who are employed less than a full calendar year, and on a yearly basis for employees who are employed for a full calendar year, less the deduction of days absent from work due to sickness.
- d) Subject to what is hereinafter provided, every employee shall be allowed to accumulate unused sick leave credits to a maximum of two thousand and eighty-eight (2,088) working hours.
- e) When any member of the **Police Service** retires on pension or dies, 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 to a maximum of one thousand and fifty-six (1056) working hours as a form of retirement, death or separation leave.

This clause shall only apply to members hired before March 5, 1998. When all of those members hired before March 5, 1998 have left the Service, either through retirement, termination, or death, this clause shall be removed from the Collective Agreement.
- f) Members of the **Police Service** who are on sick leave on their regular day of weekly leave will be credited with being on weekly leave and this will not count as a day of sick leave.
- g) Members of the **Police Service** will be advised in writing of the total number of accumulated sick leave days credited to each of them as at December 31, 1973. Members may obtain this information each subsequent year on request at any time after March 31st of the current year.

9. Maternity Leave

1. A pregnant officer (hereinafter referred to as "an officer"), 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 **Police Service** completed by the officer's attending physician, indicating, in the physician's opinion, how long the officer will be capable of performing all of her normal police duties.

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

- i) The **Police Service** shall undertake to make all reasonable efforts to place the officer in a position within the police sector where that officer will perform inside police duties as required on a daily assignment basis at her regular police wages. The officer may be assigned to perform various inside police duties in various units of the **Police 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 officers 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 officer 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 III, Section 9(b), (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 **Police Service** is under no obligation to create a job for the officer if appropriate duties are not available. Depending

on the appropriate duties available, the officer may be required to work shifts and hours worked each shift other than her normal work pattern, but the **Police Service** will not unduly inconvenience the officer in arranging appropriate duties.

- iii) If no appropriate duties are available, the officer 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 police officer with at least six (6) months' 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.
- c) For the purpose of Article XIII, Section 3, dealing with lay-offs, an officer shall maintain seniority throughout her leave of absence.
- d) For the purpose of calculating pension and other benefits of an officer 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.
- e) 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 officer 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 **Police 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" (effective July 1, 1990)

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

- a) have completed twelve (12) continuous months' 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 Unemployment Insurance benefits and that the C.E.I.C. has agreed that the employee has qualified for and is entitled to such Unemployment Insurance benefits pursuant to Section 18, Unemployment Insurance Act, 1971.
- d)** must apply for and must be in receipt of unemployment 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 unemployment 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
 - 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 XII-9-3(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 XII-9-1(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 XII-9-1(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 Article XIII, Section 3, dealing with lay-offs, an officer shall maintain seniority throughout her leave of absence.

- h)** For the purpose of calculating pension and other benefits of an officer 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.
- i)** During the period of Maternity Leave, an employee who qualifies is entitled to a Maternity Leave allowance in accordance with Plan B as follows:

 - a)** for the first two (2) weeks an employee shall receive ninety-three percent (93)% of her weekly rate of pay;
 - b)** for up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the U.I. benefits the employee is eligible to receive and ninety-three percent (93%) of her weekly rate of pay.
 - c)** Employees have no vested right to payment under the plan except to payments during a period of unemployment specified in the plan.
 - d)** 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.
 - e)** All other time as may be provided under Article XII-9-3(f) shall be on a leave without pay basis.
 - i)** At least two (2) weeks prior to her return to work after maternity leave, the officer 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 **Police 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 officer to provide a medical certificate at any time from her physician that she is able to perform normal police duties.

- f)** 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 XII-9(2) or (3), or;**
 - b) **twenty (20) weeks or less of Maternity Leave in accordance with Article XII-9(2) or (3), combined with seventeen (17) weeks or less of Parental Leave in accordance with Article XII-9(4) 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.”**

ARTICLE XII - 9

5. 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.
- 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) weeks Parental Leave, in which case at least twelve (12) weeks notice in writing shall be required.

- 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 **Police Service**.
- h) **A member who elects to receive seventeen (17) weeks or less of Parental Leave in accordance with Article XII-9(5) 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.**

10. Clothing Issue

a) Clothing:

The following clothing will be issued to Uniform personnel as specified:

Tunic - one (1) tunic upon enlistment and thereafter as required, but not more than one (1) tunic every five (5) years.

Trousers - three (3) pairs of trousers, either two (2) pairs winter and one (1) pair summer weight or one (1) pair winter and two (2) pairs summer weight, upon enlistment and thereafter as required, but not more than one (1) pair every six (6) months.

Parka - one (1) nylon parka, suitable to the Association, to be issued upon enlistment and thereafter as required. Such parkas to be issued for wear on or before November 15th in each year.

Reefer Coat - one (1) reefer coat for spring and fall to be issued upon enlistment and thereafter as required.

Raincoat - one (1) reversible raincoat to be issued upon enlistment and thereafter as required.

Boots/Oxfords - two (2) pairs of boots or two (2) pairs of oxfords or one (1) pair of boots and one (1) pair of oxfords upon enlistment and thereafter as required, but not more than one (1) pair of either boots or oxfords every six (6) months.

Overshoes - one (1) pair of zipper type overshoes to be issued upon enlistment and thereafter as required.

Rubbers - one (1) pair of rubbers on enlistment and thereafter as required.

Lined Mitts/Leather Gloves - one (1) pair of each upon enlistment and thereafter as required, but not more than one (1) pair of either in any year.

White Cotton Gloves - one (1) pair upon enlistment and thereafter as required.

Shirts - Effective January 1, 1984, ten (10) "perma press" shirts, comprised of five (5) long sleeve and five (5) short sleeve shirts, to be issued upon enlistment and thereafter as required to a maximum of six (6) shirts per year.

Ties - three (3) ties, of a clip-on type, to be issued upon enlistment and thereafter as required to a maximum of two (2) per year.

Caps - one (1) summer peak cap and one (1) winter cap to be issued upon enlistment and thereafter as required. Suitable waterproof covering for uniform cap.

Scarf - one (1) scarf to be issued upon enlistment and thereafter as required.

b) The following equipment will be assigned to members assigned to Motorcycle duty as required:

- one (1) pair of overshoes, either zipper type or four (4) buckle type
- one (1) leather coat
- one (1) pair of gauntlets and one (1) pair of leather mitts
- one (1) pair of hip rubber boots
- one (1) pair of winter riding breeches

"As required" refers to any article of clothing specified in 10(a) that, through reasonable wear and tear or damage incurred during the performance of a Police duty, becomes unserviceable or unfit for wear by a member. Such items shall, upon presentation of the unserviceable or unfit article to Stores for inspection, be replaced upon the recommendation of the Chief of Police.

c) Plain Clothes Constables and all officers holding the rank of Sergeant regularly assigned to duties in plain clothes in all Divisions will receive an annual clothing allowance of one thousand one hundred nine dollars and thirty-seven cents (\$1,109.37) effective January 1, 1993.

Effective January 1, 1985, and annually thereafter the clothing allowance will be subject to adjustment based on the percentage increase or decrease in the Consumer Price Index (Men's Wear - Winnipeg) in the previous year as provided by Statistics Canada.

- d) All Police Officers serving in plain clothes on a temporary assignment will receive ninety-two dollars and forty-five cents (\$92.45) per month or four dollars and forty cents (\$4.40) per day, effective January 1, 1993, as a clothing allowance after the first thirty (30) days of service so assigned.

Effective January 1, 1985, and annually thereafter the clothing allowance will be subject to adjustment based on the percentage increase or decrease in the Consumer Price Index (Men's Wear - Winnipeg) in the previous year as provided by Statistics Canada.

- e) Any member acting in the capacity of Plain Clothes Constable or assigned to training in criminal investigations in any Division for six (6) months or longer in any calendar year will not be entitled to a uniform issue in that calendar year. However, if such acting service or assigned training service is less than six (6) months in any calendar year, then the member will receive his full uniform entitlement in that calendar year and, when eligible, the clothing allowance referred to in subparagraph (d) above.
- f) The Association will nominate one (1) of its members as the person with whom the City will discuss all clothing and equipment, and the quality and standards of same;
- g) No tenders for, or purchases of, clothing and equipment by the City will be made without such prior discussion as set forth in subsection (f) above; and
- h) The summer issue of clothing shall be delivered to members of the Association on or before May 1st in each year during the term of this agreement, and the winter issue of clothing on or before October 1st in each year of this agreement. Failure on the part of the City to meet the dates for issue of clothing as set forth above will be excused in the event that the City is unable to meet said dates due to acts of God, strikes, civil insurrections or disorders, or other circumstances over which the City has no control. October 1st will be the "cut-off" date for annual issuance of clothing and equipment. An entrant to the **Police Service** after October 1st of any given calendar year will be supplied with his complete uniform issue but will not receive the annual issue for the following year.
- i) It is understood and agreed between the parties that an appeal committee called "The Clothing Appeal Committee" shall be established annually during the term of this agreement. The said Committee shall be composed of two (2) persons, one (1) of whom shall be appointed by the administration of the **Police Service** and the other appointed by the Association.

This Committee shall have the jurisdiction and authority to decide whether or not any article of clothing should be replaced at the request of a member if any dispute arises as to such requested replacement.

The decision of the Committee, if it is unanimous, shall be final and binding on each of the parties and the member involved. In the event that there is disagreement between the Committee members as to the Committee's decision then the dispute shall be resolved by the issue to the member of a new or suitable replacement of the article of clothing in dispute.

- j) The City of Winnipeg to provide to personnel of the Police Sector twelve (12) dry cleaning coupons on January 1st of each year, effective January 1, 1994.
- k) Plain clothes members of the **Police Service** will wear clothing of a quality and material that retain a well pressed and presentable appearance at all times. Sport style shirts may be worn but must be of a plain and subdued colour. These sport shirts do not include the knitted sweater type or sweat shirt type of attire. Ties must be worn with shirts during that period of the year when uniform members wear ties on duty. Ties may be left off during that period of the year when uniform members do not wear ties on duty. Ties must always be worn when attending court.

ARTICLE XIII - OTHER TERMS AND CONDITIONS

1. Promotion From Rank to Rank

Promotion from rank to rank for police officers will be in accordance with the promotion procedure as agreed to between the Association and the **Police Service** and published in a separate booklet which will be provided to each member, subject to changes from time to time with agreement from both parties, and such booklets and amendments shall be considered part of this collective agreement.

2. Complement

There shall be established by the City a complement of Police Officers within the bargaining unit up to and including the rank of Staff Sergeant which shall be the minimum number of each rank that the **Police Service** shall have. This complement of Police Officer ranks will be posted twice annually as follows:

On or about December 1, an interim complement shall be posted by Routine Order. The Association shall have the opportunity to consult with, and make representations to, the Chief of Police regarding the makeup of said complement.

By no later than April 30th in any year, a final complement shall be posted by Routine Order. This complement shall be the minimum number of each rank that the **Police Service** shall have in that year. When a vacancy or vacancies occur in any rank, thus reducing the complement, this vacancy or vacancies shall be filled within a reasonable period of time.

3. Lay-Off

Lay-offs shall be made in reverse seniority, and for purposes of this section, seniority is defined as the length of service of a member with the Winnipeg **Police Service** as a police officer, including any former **Police Service** which becomes part of the Winnipeg **Police Service** commencing from the date of hiring of a member as a police officer and to include any authorized leave of absence and periods of long term disability or extended sick leave. Recalling shall be on a seniority basis. In the event of lay-off, the City shall provide at least one (1) month notice of such pending lay-off to each employee affected.

4. Pensions

It is understood and agreed that this collective agreement incorporates the terms and conditions of the Winnipeg Police Pension Plan, being City of Winnipeg By-law No. 2148/78, only insofar as it is applicable to each individual member of the Winnipeg Police Association -Police Component (hereinafter referred to as "the Pension Plan") and any amendments to the Pension Plan from time to time achieved through negotiations, arbitral award, agreement or by amendment with respect to those matters exclusively within the jurisdiction of the Administrative Board for the Winnipeg Police Pension Plan or any other Pension Board or committee pursuant to the terms of the said Pension Plan.

Terms of the Police Pension Plan will be distributed to members on enrollment and thereafter as required.

5. Two-Man Cruiser Cars

All cruiser cars normally operated by uniformed police officers and assigned to regular patrol duties or traffic duties will be manned by two (2) fully-trained police officers at all times between 19:00 hours of one (1) day and 07:00 hours of the next following day. The only exception to the foregoing will be the manning of motorcycle vehicles and supervisory vehicles which may be manned by one (1) fully-trained police officer. Between the hours of 07:00 and 19:00 hours cruiser cars normally operated by uniformed police officers may be manned by one (1) fully-trained police officer at the rank of First Class Constable or higher subject to Letter of Understanding No. 7.

6. One-Man Report Cars

One-man report cars will be operated in Divisions 11 to 16 as required under the following conditions:

1. They will be report cars only and will handle no calls for service as a primary regular patrol cruiser car to an incident.

2. They will be manned only by a 1st Class Constable or higher rank.
3. The hours of work will be between 07:00 hours and 19:00 hours.
4. There will be only one (1) such car in each District.
5. These cars will remain seized only with enquiries involving their own District area.
6. Personnel assigned to these cars will be on a voluntary basis; however, if there are no volunteers, then the **Police Service** will designate personnel to this function.

7. Fitness and Fitness Standards

The Fitness Program will be in accordance with the Fitness Standard and Fitness Program as established in a separate booklet agreed to by the Association and the **Police Service** dated 88-07-07, subject to changes from time to time with agreement from both parties, and such booklet and amendments shall be considered part of this collective agreement. The Association and the City agree that the mandatory aspects of the Fitness Program came into effect on 89-09-05 and apply to all members in Recruit Training commencing on 89-09-11 and all subsequent police officers who are hired after that date.

8. Schedule A

The position of Civic Centre Constable will be deleted and the classification of Service Attendant will be transferred to Schedule C.

STAFF COMPONENT

ARTICLE XIV - WORKING CONDITIONS

Articles XIV to XVII inclusive apply only to the Staff Component, which for the purposes of this Agreement includes all members of the bargaining unit except Police Officers.

1(A) Hours of Work and Semi-Annual Time Changes

- a)** The hours of work for a member of the Association shall be eight (8) hours per day, five (5) days per week for a total of forty (40) hours per week with two (2) consecutive full days off per week as weekly leave. Subject to what is hereinafter set forth, all hours worked by a member in excess of eight (8) hours per day and forty (40) hours per week shall be considered as overtime and compensated as such. (See Appendix "A")
- b)** Changeover to Central Daylight Saving Time or Central Standard time will be accomplished by adjusting the starting or finishing times of the shift so that members work their normal number of hours on that specific tour of duty. In those cases where members are required to work in excess of their normal number of hours on that specific tour of duty, then compensation at regular overtime rates of pay (or time in lieu) will apply for all such overtime worked.

1(B) Clerical Hours of Work

Clerical hours of duty shall be generally 8:30 A.M. to 4:30 P.M., Monday to Friday in each week with one (1) hour for lunch each day. Nothing herein shall prevent the parties negotiating the opening and closing hours of work during the term of this agreement.

2. Calculation of Daily and Hourly Rates

Calculations for payroll purposes of daily and hourly rates shall be in accordance with the table of rates prepared by the Human Resource Services Division of the Corporate Services Department of the City for calculating broken time, and the City agrees to supply the Association with one (1) copy of such table within one (1) month of the execution of this agreement. The table of rates shall include an annual figure.

3. Lunch Periods

Subject to Section 1 (B) above, members of the Association receiving a lunch period of less than thirty (30) minutes of the date of this agreement shall receive a

lunch period of thirty (30) minutes hereafter, and members of the Association now receiving a lunch period in excess of thirty (30) minutes shall continue to receive the same lunch period as at present during the currency of this agreement.

4. Rearrangement of Shifts

Rearrangements of shifts to take care of unavoidable contingencies will not entitle a shift man to overtime payment or compensating time off until he is required to work in excess of the regular number of hours each week as provided in section (1) above.

5. Continuing Overtime

All overtime shall be paid for at the rate of time and one-half (1½), for the first two (2) hours and double time for all hours, or portions thereof, in excess of the said two (2) hours, provided that no payment for overtime shall be granted for overtime periods of fifteen (15) minutes, or less. However, when overtime of sixteen (16) minutes to thirty (30) minutes, both inclusive, is worked, payment for thirty (30) minutes at the overtime rate shall be made. Further, when overtime of thirty-one (31) minutes up to sixty (60) minutes, both inclusive, is worked, payment for sixty (60) minutes at the overtime rate shall be made. Provided, further, that upon request of the employee concerned, compensating time off may be allowed in lieu of overtime pay on the basis of time and one-half (1½) or double time for all hours, or part of an hour, as the case may be, so worked.

5A Clerical Work on Weekly Leave

If clerical workers are required or assigned to work on their weekly leave, they will be paid at two (2) times their regular rate of pay for all hours so worked, however the minimum compensation payable will be no less than seven (7) hours pay at straight time rates.

This Article shall not apply if the employee requests to work on their regular weekly leave in order to make up for leave taken, or to be taken, at another time.

6. Call Back

Any member of the Association who is not on duty and is called out for duty, on other than his regular weekly leave, shall receive pay for such call out of a minimum of four (4) hours at overtime rates if the time spent by such member is less than four (4) hours. Where the time spent by such member on such call out exceeds four (4) hours then he shall be paid for the first four (4) hours as above set forth, and for all time spent in excess of the said four (4) hours at double time. 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 (1½) hours, or two (2) hours, as the case may be, for each hour to the member's credit.

7. Call Back on Weekly Leave or Annual Leave

Any member of the Association who is on weekly leave and is called out for duty, shall receive pay for such call out of a minimum of the member's regularly scheduled hours of duty at time and one-half (1½) the regular hourly rate of pay. If the time spent by such member on duty as a result of such call out exceeds his regularly scheduled hours of duty then all time in excess of said regularly scheduled hours of duty shall be paid at two (2) times the regular 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. Further, if such member is outside the area of the City of Winnipeg when called out for duty then he shall receive mileage allowance in accordance with Article X-21 for all distance travelled, and return, in order to appear for duty.

Any member of the Association who is on annual leave and is called out for duty shall, in addition to the payments described above, receive one (1) additional day of leave for each day of his annual leave that is disrupted, which shall be allocated at the discretion of the Chief of Police, and, whenever possible, such additional day shall be added at the end of that member's period of annual leave.

8. Off Duty Court Time

That in the event members of the Staff Component are required to appear in Court as defined in the Police Component, then such members shall be compensated in accordance with the terms of the Police Component applicable thereto.

9. Clear Hours of Rest

Members must be given seven (7) clear hours between the actual completion of one (1) tour of duty, including overtime or court time, and the commencement of the next tour of duty; or have the option of using eight (8) hours (or whatever number of hours worked on a tour of duty) of accumulated overtime, or court time, in lieu of his pending tour of duty if the seven (7) clear hours between said tours of duty is not given. Purpose of this section is to allow the member to take his second tour of duty off as accumulated overtime due to being overtired. This is merely a permissive section, and does not allow for any increased time or pay benefit.

10. Emergency Situations

The Chief of Police may declare a state of emergency at any time for any one (1) division, or for the force as a whole, and during such declared emergency overtime will be paid for at the rate of time and one-half (1½) for all hours worked in excess of eight (8) hours per day or forty (40) hours per week.

11. Compensating Time off

A member may request to be allowed to use his compensating time off on a specified date, or dates, providing such date, or dates, is satisfactory to the Chief of Police. Effective January 1, 1993, a member may at any time during the year accumulate overtime to a maximum of one hundred and ten (110) hours, exclusive of the two (2) Statutory Holidays referred to in Article XVI - 7, infra. Upon termination of service, the unused portion of a member's accumulated overtime shall be paid to that member at the rate at which it was earned.

12. Classes of Instruction

Time spent on classes of instruction shall not be considered as overtime. Where, however, an off duty member takes such classes any time he incurs shall be compensated for by way of compensating time off calculated at straight time.

13. Payment of Overtime

Overtime pay, shall be paid not later than the end of the month following the month in which such overtime was worked.

14. Recording Overtime

A uniform method of recording overtime shall be kept by the officers in charge of the various Divisions.

15. Witness Fees and Conduct Money

All witness fees and conduct money received for any appearance in Court which is compensated for under the above provisions shall be paid by the member to the **Finance Unit of the Winnipeg Police Service**.

ARTICLE XV

1. Remuneration

For the first year of the Collective Agreement (1997), there will be no wage adjustment.

Effective Pay Period #3, 1998, increase wages by two and one-half percent (2.5%).

Effective Pay Period #1, 1999, increase wages by one and one-half percent (1.5%).

Effective Pay Period #20, 1999, increase wages by one percent (1.0%).

Effective Pay Period #1, 2000, increase wages by one and one-half percent (1.5%).

Effective Pay Period #13, 2000, increase wages by one percent (1.0%).

Mechanics Rate of Pay

Effective Pay Period #3, 1998 an additional entry level for Mechanic (#6631) and Assistant Mechanic (#6623) to be added at ninety percent (90%) of current entry level increment.

2. Payday

All members hired after May 26, 1993 shall be paid by direct deposit every second Friday.

All members employed prior to May 26, 1993 shall have the option of selecting the method by which they will be paid, either direct deposit every second Friday or by cheque available at 16:00 on the day prior to payday.

Salary Schedule of Staff Component - Schedule C
See G:\DSAUL\SALSCHED\WPA-STA.XLS in Microsoft Excel

3. Acting in Higher Classification

When any member of the Force performs substantially all the duties of a position carrying a higher rate of pay than his own he shall receive the minimum rate paid for the higher position immediately. Acting time served in a higher classification(s) shall not be considered for the purpose of calculating progression by annual increments.

4. Night Shift Premium

A shift premium of ninety-five cents (95¢) per hour effective December 26, 1993, will apply for evening and night shift work, as distinct from overtime work, for the full period of the shift provided that the majority of hours worked are between the hours of 4 P.M. and 8 A.M., otherwise no shift premium will be paid.

Further, this will also apply to any Staff member who works on Saturday or Sunday on 2nd Relief, excluding overtime.

5. Stand-by Duty

Members required to perform stand-by duty will be paid two (2) hours' pay at straight time for each eight (8) hour period of stand-by duty, or portion thereof. If a member on stand-by duty is called back to duty during such stand-by period then he will be paid in accordance with Article XIV, Section 6 of the current collective agreement in addition to any stand-by pay to which he is entitled.

ARTICLE XVI - 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. Labour Day |
| 2. Good Friday | 8. Thanksgiving Day |
| 3. Easter Monday | 9. Remembrance Day |
| 4. Victoria Day | 10. Christmas Day |
| 5. Canada Day | 11. Boxing Day |
| 6. the August Civic holiday | |

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.

- b) i) Communications Centre staff and staff assigned to the Information Cell working a modified four-ten (4/10) work schedule as referred to in Appendix "B", Section 8(a), or a variation thereof, shall receive an annual credit for statutory holidays of one hundred and thirty-seven (137) hours, calculated and provided as set out in Section 8(b) of Appendix "B". This statutory holiday credit shall be in lieu of all forms of statutory holiday compensation, excluding continuing overtime.

When a member is transferred on or off the four-ten (4/10) work schedule, a stat credit hour transfer credit/deficit calculation will be required.

- ii) Identification Technicians working the same four-ten (4/10) work schedule as Police Component members in the Identification Unit and General Patrol Divisions, shall receive a one hundred and thirty-seven (137) hour statutory holiday credit on May 1 of each year in lieu of all forms of statutory holiday compensation, excluding continued overtime. Members taking statutory holidays off (either by choice or when compelled) shall do so in a manner consistent with the process utilized by Police Component members in the Identification Unit and General Patrol Divisions as set out in Article XII - 1(b) i).

When a member is transferred onto or off the four-ten (4/10) work schedule, a stat credit hour transfer credit/deficit calculation will be done.

- iii) Staff members who fall into the category of working Monday to Friday with weekends off shall take all statutory holidays off on the dates they fall.
- iv) Staff members not on the four-ten (4/10) work schedule who are assigned to a unit which requires staffing seven (7) days a week and who do not regularly get weekends off, shall be compensated for working a regularly scheduled tour of duty on a statutory holiday as follows:

In addition to their regular pay for working on a statutory holiday, a member shall be paid, or compensated in time off, at the option of the member, at the rate of time and one-half (1½) for all regularly scheduled hours so worked. Divisional Commanders, at their discretion, shall reduce divisional strengths to minimum statutory holiday levels by, if necessary, ordering members to take the statutory holiday off.

- (c) Members of the **Police Service** who are on sick leave on any of the above-mentioned holidays will be credited with having used this holiday on the day on which it falls and will not be charged with having used a day of sick leave on that day. This subsection does not apply to members injured on duty and who are in receipt of benefits under The Workers Compensation Act.

2. Annual Leave

The parties agree that the following Annual Leave Provisions will apply:

- a) three (3) weeks' vacation after one (1) year's continuous service,
- b) four (4) weeks' vacation in the calendar year in which a member completes his fifth (5th) year of service, and yearly thereafter, and
- c) five (5) weeks' vacation in the calendar year in which a member completes his thirteenth (13th) year of service, and yearly thereafter, and
- d) six (6) weeks' vacation in the calendar year in which a member completes his twenty-first (21st) year of service, and yearly thereafter.

3. Arranging Leave Schedule

The Chief of Police shall be responsible for arranging the holiday schedule prior to April 1st of the calendar year. The holiday period shall start on May 1 of the calendar year and run through to April 30 of the following calendar year. This holiday schedule shall be posted on the bulletin boards where all employees may ascertain their holiday periods well in advance.

Members who obtain an anniversary date entitling them to receive an additional annual leave credit in a calendar year, may take this additional leave after May 1st of that calendar year that it falls in.

4(A) Minimum Number of Personnel on Annual Leave

The minimum number of personnel who will be allowed on annual leave at any time in the holiday period shall not be less than fifteen percent (15%) of each division by classification or category.

4(B) Maximum Annual Leave During Prime Season

Members will be restricted to a maximum of three (3) weeks' annual leave during the prime summer holiday season (i.e. the nine [9] week period encompassing the months of July and August) in each year.

5. Choice of Leave Periods

Choice of holiday periods shall be based on a member's effective date of appointment to the several forces within classification held and by divisions. The following specific provisions shall prevail:

- i) All Divisions with the exception of Divisions 23, 24 and 25 (Crime Divisions) shall book annual leave as separate entities. The said Crime Divisions shall book annual leave as one (1) Division.
- ii) Persons who transfer from any other Department of the City into service with the **Police Service**, shall, for the purpose of booking annual leave, calculate their service effective as of their date of service with the **Police Service**, and prior service with the City shall not be taken into account.
- iii) Personnel who are assigned to other duties in an acting capacity will book their annual leave in the Division they are assigned to, and will retain their seniority rights pertaining to annual leave by booking such leave in the position which their seniority with the **Police Service** entitles them to in that Division.

6. Working Into Annual Leave

- a) When a member on any shift scheduled to end after midnight would work less than four (4) hours into the first day of any of his annual leave entitlement, then his said shift shall be rescheduled to enable him to finish his tour of duty by midnight of the day preceding the commencement of such annual leave.
- b) When a member of any shift scheduled to end after midnight would work four (4) hours or more into the first day of any of his annual leave entitlement, then he will be granted an additional day off in conjunction with his annual leave to compensate him for losing the first day of his annual leave. This additional day's vacation credit shall be allocated in the discretion of the Chief of Police, but whenever possible shall be added at the end of the employee's said annual leave entitlement. It is understood and agreed that the shift referred to in this subsection cannot be rescheduled unless the member specifically requests the Chief of Police to that effect.

7. Annual Leave With Weekend Leave

Members of the **Police Service** may book one (1) week (five [5] working days) of their annual leave by taking it off one (1) day at a time with the approval of the member's supervisor providing there is sufficient manpower. Each such day of annual leave may be used when there is no statutory holiday available, but this provision shall not alter the present practice of a member being entitled to hold two (2) statutory holidays where applicable. Those members taking advantage of this provision have priority over statutory leaves.

If the Chief of Police finds it necessary at any time to cancel all leaves on a Friday, this day of annual leave will be cancelled as well. In this regard, those scheduled to take statutory leave would be cancelled first, and then if additional personnel are

required those scheduled to take the one (1) day of annual leave would be cancelled as the situation requires.

A member who decides to avail himself of this provision shall not be considered as having made a choice with respect to the selection of this holiday period, but shall have the right to book his annual leave in his normal seniority position.

The booking of this leave one (1) day at a time is restricted to those members who work on the three (3) week cycle, and to members who are normally on weekly leave on Saturday and Sunday of every week.

8. Sick Leave

- a) Sick leave means 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 physician, chiropractor or dentist, 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. Moreover, even if the City does not specifically request medical documentation with respect to a particular absence, the member must submit such documentation whenever one (1) or more of the following conditions exists:
 - i) if the absence for which the sick leave is claimed exceeds four (4) consecutive work days, or
 - ii) if the member has taken six (6) separate periods of sick leave within the last twelve (12) months, or
 - iii) if the **Police Service** has, for any reason, advised the member that all future requests for sick leave must be supported by a proper medical certificate. Medical documentation shall be submitted by the member from the City's medical practitioner, or from the member's physician, chiropractor or dentist which may be subject to review by the City's medical practitioner.
- c) Effective December 27th, 1981, every employee shall be granted sick leave credits as follows for purposes of being sick as defined in this section:

WORKED HOURLY PER DAY	ACCUMULATION PER MONTH	HOURLY ACCUMULATION PER YEAR	MAXIMUM UNUSED HOURS SICK LEAVE ACCUMULATION
7	8.75	105	1827
8	10.00	120	2088
10	10.00	120	2088

Sick leave credits will be credited to an employee on a monthly basis for employees who are employed less than a full calendar year, and on a yearly basis for employees who are employed for a full calendar year, less the deduction of days absent from work due to sickness.

- d) An employee shall be allowed to utilize a maximum of two (2) days per year of accumulated sick leave credits for the purpose of providing care to their spouse or dependent child who is ill. The **Police Service** may require proof of illness of the family member as outlined in sub-section (b) above.
- e)
 - i) When any member of the **Police Service** retires on pension or dies, 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 to a maximum of one hundred and thirty-two (132) working days as a form of retirement, death or separation leave.
 - ii) **This clause shall only apply to members hired before March 5, 1998. When all of those members hired before March 5, 1998 have left the Service, either through retirement, termination, or death, this clause shall be removed from the Collective Agreement.**

For those members of the Staff Component hired after March 5, 1998 of this Agreement, who retire on pension, or die, shall be entitled to receive pay as a severance, in an amount equivalent to the total of:

- a) **one (1) day's pay for each year of service for the member's first fifteen (15) years of service, multiplied by the daily rate of pay of the member's confirmed classification on their last day of service, and;**
- b) **two (2) days' pay for each year of service beyond fifteen (15) years of service, multiplied by the daily rate of pay of**

the member's confirmed classification on their last day of service.

- f) Members of the Force who are on sick leave on their regular day of weekly leave will be credited with being on weekly leave and this will not count as a day of sick leave.
- g) Members of the Force will be advised in writing of the total number of accumulated sick leave days credited to each of them as at December 31, 1973. Members may obtain this information each subsequent year on request at any time after March 31st of the current year.

9. Maternity Leave

Prior to July 1, 1990, Maternity leave shall be as provided under Plan "A" below. Effective July 1, 1990, an employee may elect Maternity Leave under either Plan "A" or Plan "B", depending upon which criteria she meets.

1 Plan "A"

- a) The City shall grant maternity leave to a female worker who has completed six (6) months service with the City and who submits an application in writing to the Chief of Police for a leave at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave; and who provides her employer with a certificate from a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery.
- b) The maternity leave shall consist of a period not exceeding seventeen (17) weeks if delivery occurs on or before the estimated date of delivery specified in the certificate mentioned above, or a period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned above and the actual date of delivery, if delivery occurs after the date mentioned in that certificate.
- c) The maternity leave granted shall commence no earlier than eleven (11) weeks preceding the estimated date of delivery and shall terminate no later than seventeen (17) weeks following the actual date of delivery.
- d) Maternity leave shall be considered as leave of absence without pay.
- e) The Member returning to work after maternity leave shall provide the City with at least two (2) weeks notice prior to the date of returning to work. On return from maternity leave, the member shall be placed in

a position comparable to and at 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.

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

2. Plan "B" (effective July 1, 1990)

- a) In order to qualify for Plan B, a pregnant employee must:
 - i) have completed twelve (12) continuous months' service with the City;
 - ii) 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;
 - iii) provide the City with a certificate from a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery;
 - iv) provide the City with proof that she has applied for Unemployment Insurance benefits and that the C.E.I.C. has agreed that the employee has qualified for and is entitled to such Unemployment Insurance benefits pursuant to Section 18, Unemployment Insurance Act, 1971.
 - v) must apply for and must be in receipt of unemployment 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 unemployment insurance benefits for the reason that the employee is serving the two (2) week waiting period.
- b) 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
 - 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 XVI - 9-2(c) (iii), and

- iii) should she fail to return to work as provided under (b)(i) and/or (b)(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.
- c) 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 XVI-9-2(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 XVI-9-2(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.
- d) 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 an employee shall receive ninety-three percent (93%) of her weekly rate of pay;
 - ii) for up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the U.I. 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.
 - v) All other time as may be provided under Article XVI-9-2(c) shall be on a leave without pay basis.
- e) Plan B does not apply to part-time employees or employees who normally are subject to seasonal lay-off.
- f) At least two (2) weeks prior to her return to work after maternity leave, the officer 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 **Police 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.

- g)** 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 the regular contributions.

3. A member who elects to receive:

- (a) twenty (20) weeks or less of Maternity Leave in accordance with Article XVI-9(1) or (2), or;**
- (b) twenty (20) weeks or less of Maternity Leave in accordance with Article XVI-9(1) or (2), combined with seventeen (17) weeks or less of Parental Leave in accordance with Article XVI-9(3) 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.**

4. 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.
- 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 on expiry of the Maternity Leave without a return to work after expiry of the Maternity Leave and before commencement of the Parental Leave.

- c) Parental Leave shall be considered as 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) weeks Parental Leave, in which case at least twelve (12) weeks notice in writing shall be required.
- 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 **Police Service**.
- h) **A member who elects to receive seventeen (17) weeks or less of Parental Leave in accordance with Article XVI-9(3) 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.**

10. Clothing Issue

Members of the Staff Sector shall receive:

a) **Mechanics:**

Upon initial employment and annually thereafter mechanics are to be issued, two (2) clip-on type ties, and six (6) “perma-press” shirts (three [3] long sleeve and three [3] short sleeve), two (2) pair of boots (one [1] summer; one [1] winter), and one [1] scarf. Upon initial employment and thereafter as required mechanics will be issued with one [1] uniform suit (with plain buttons), one [1] winter parka and one [1] winter hat.

Caretakers (male):

To be issued with three (3) pairs of trousers, five (5) uniform cotton twill shirts and one (1) pair of safety footwear (shoes or boots) upon enlistment and thereafter as required.

Caretakers (female):

To be issued with three (3) pant suits and one (1) pair safety footwear (shoes or boots) upon enlistment and thereafter as required.

Identification Technicians:

Shirts - six (6) "perma press" shirts, comprised of three (3) long sleeve and three (3) short sleeve shirts, to be issued on enlistment and thereafter as required to a maximum of four (4) shirts per year.

Epaulets - one (1) set of epaulets with the word "Ident" on each shoulder.

Trousers - two (2) pair of trousers upon enlistment and thereafter as required, but not more than one (1) pair every six (6) months (no stripe).

Boots/Oxfords - one (1) pair of boots or oxfords upon enlistment and thereafter as required but not more than one (1) pair of boots or oxfords per year.

Ties - three (3) ties, of a clip-on type, to be issued on enlistment and thereafter as required to a maximum of two (2) per year.

Belt - one (1) black belt, to be issued on enlistment and thereafter as required to a maximum of one (1) per year.

Smock rental and cleaning (limited to one (1) smock per week).

In addition, nine (9) dry cleaning coupons on January 1st of each year, commencing January 1st, 1980.

Garage Staff:

To be issued with coveralls as required.

- b) "As required" refers to any article of clothing specified in 10 (a) that, through reasonable wear and tear or damage incurred during the performance of a Police duty, becomes unserviceable or unfit for wear by a member. Such items shall, upon presentation of the unserviceable or unfit article to Stores for inspection, be replaced upon the recommendation of the Chief of Police.

11. Meal Allowance

A member required to work continuing overtime for a period in excess of two (2) hours immediately following his regular hours of work shall be paid a meal allowance of three dollars (\$3.00) for each such occasion.

ARTICLE XVII - OTHER TERMS AND CONDITIONS

1. Annual Increments

Members hired or promoted prior to April 22, 1993 shall, on the basis of overall satisfactory work performance during the previous year, be eligible for an annual increment, if applicable, effective the first pay period of the following year.

All members hired or promoted after April 22, 1993, shall, on the basis of overall satisfactory work performance during the previous year, be eligible for an annual increment, if applicable, effective the pay period following the anniversary date of their appointment to that position.

2. Staff Promotions

The promotion and lateral transfer process for staff members of the **Winnipeg Police Service** will be in accordance with the procedures agreed to between the Association and the **Police Service** and published in a separate booklet which will be provided to each member. These procedures may be subject to changes from time to time with agreement from both parties, and such booklets and amendments shall be considered part of this collective agreement.

Employees successful in achieving promotion shall commence at the minimum salary for the classification promoted into, except in cases where the minimum salary is less than fifteen dollars (\$15.00) biweekly higher than the salary received prior to being promoted, in which case the employee shall be paid at the next higher rate within the classification salary range which provides at least fifteen (\$15.00) biweekly more than the employee's prior salary provided that:

- a) the new classification bears a higher maximum salary, and
- b) either,
 - i) both the new and prior classifications lie within the same classification series, or
 - ii) experience in the prior classification is directly related to the duties and responsibilities of the new classification.

3. Complement

- 1) The City shall, on or about December 1, propose an interim complement for the Staff Component and the Association shall have the opportunity to consult with, and make representations to, the Chief of Police regarding the makeup of said complement. By no later than April 30th in any year, a final complement shall be established.
- 2) All vacancies, transfers or promotions in Staff Sector complement positions will be publicized by way of Police Notice and all applications therefor shall be in writing. The City will supply the Association with a list showing the names of those persons who have applied therefor. As well, the City will notify the Association in writing of the name(s) of the successful applicant(s) and, in addition, the name(s) of the successful applicant(s) shall be publicized throughout the **Police Service** by means of a Police Notice.
- 3) A vacancy or vacancies in any established complement position shall be filled within a reasonable time.

4. **Lay-off**

Lay-offs shall be made in reverse seniority for all staff members, and for purposes of this section seniority is defined as the length of service of a member with the Winnipeg **Police Service**, including any former Department which becomes part of the Winnipeg **Police Service** commencing from the date of hiring of a member and to include any authorized leave of absence and periods of long term disability or extended sick leave. Recalling shall be on a seniority basis. In the event of lay-off, the City shall provide at least one (1) month notice of such pending lay-off to each employee affected.

5. **Pensions, Group Insurance and Dependent's Benefits**

It is understood and agreed that this agreement incorporates the terms and conditions of By-law No. 5300/89 that merges the Pension Plan and Pension Funds established and maintained under the Employee Benefits Program being City of Winnipeg By-law No. 1125/75 and Prior Pension Plan By-law No. 2819/80 only insofar as Employee Benefits Program By-law No. 1125/75 and Prior Pension Plan By-law No. 2819/80 are applicable to each individual member of Winnipeg Police Association - Staff Component (hereinafter referred to as "the Pension Plans") and any amendments to the Pension Plans from time to time through negotiation, arbitral Award, agreement or by amendment with respect to those matters exclusively within the jurisdiction of the Employee Benefits Board or any other Pension Board or committee pursuant to the terms of the said Pension Plans.

Terms of the Pension Plan will be distributed to members on enrollment and thereafter as required.

IN WITNESS WHEREOF The City of Winnipeg has caused its corporate seal to be affixed hereto duly attested by the hands of its proper officers in that behalf, and The Winnipeg Police Association has cause this agreement to be executed, all on the day and year first above written.

SIGNED, SEALED and DELIVERED)

in the presence of:)

Certified as to form:)

THE CITY OF WINNIPEG

City Solicitor)

Mayor

Approved:)

City Clerk

Director of Corporate Services)

WINNIPEG POLICE ASSOCIATION

President

Vice President

As to the Signatures of the
Officers of the Association)

Secretary

Treasurer

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 (2nd Relief)

17:00 hours to 03:00 hours (3rd Relief)

The evening shift hours in the Traffic Divisions 11-17 may be moved back to a maximum of one (1) hour at the discretion of the respective Divisional Commander.

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

21:30 hours to 07:30 hours

22:00 hours to 08:00 hours (1st Relief)

07:30 hours to 17:30 hours

08:00 hours to 18:00 hours (2nd Relief)

15:30 hours to 01:30 hours

16:00 hours to 02:00 hours (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 (3rd Relief)

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

In addition to the current shifting practices detailed above, which shall continue to be applied providing the 3rd relief is not scheduled to work beyond 04:00 hours, management shall have sole discretion to alter the weekend (Friday -

Saturday on 3rd relief; Saturday - Sunday on 1st relief) shifts, from May 1 to October 31, of members assigned to patrol units to commence their first relief shift up to two (2) hours earlier, at 20:00 hours, and to commence their third relief shift up to two (2) hours later.

Members assigned to a regular eight (8) hour work schedule per day will have basic shifts that start between 07:30 hours and 08:30 hours on 2nd Relief and 15:00 hours and 16:00 hours if assigned to 3rd Relief.

Clerical hours of work will primarily be from 08:30 hours to 16:30 hours on 2nd Relief and 16:00 hours to 24:00 hours on 3rd Relief. These hours are subject to variation depending upon **Police Service** requirements.

Communications Centre and Information Cell personnel will work a modified four-ten (4/10) shift schedule.

Monitor Transcribers hours of work are basically similar to clerical hours of work but subject to change as required.

APPENDIX B

The City and the Association agree that members assigned to the Divisions employing the four-ten (4/10) work week shall be required to work two thousand and eighty (2,080) hours per year.

A revised four-ten (4/10) work schedule will be adopted by Divisions #11 through #17 for 1987, which will consist of thirteen (13) cycles of twenty-eight (28) days each. There will be sixteen (16) working days per cycle which will result in four (4) overlap days each cycle, with two (2) platoons per relief on the overlap days (two [2] Wednesdays and two [2] Fridays).

No shortfall of hours will be generated by this schedule and members will receive statutory leave credits of eleven (11) days per year in accordance with Article XII, Section 1 (a) and (b).

1. Overlap Days

- (a) There are twenty-six (26) overlap shifts per year for each company (A & B), two (2) per cycle. There will be thirteen (13) Wednesdays and thirteen (13) Fridays. These overlap shifts would be utilized for taking statutory leave, extra duty leave, annual leave, specialized training, evaluation reports (for supervisors, to a maximum of one [1] each quadrant) and special patrols.
- (b) Selection of an overlap day as a day of leave will be determined by:
 - the company which is on its last scheduled working day will have priority choice of taking the overlap day off by using, in this order, - annual leave; statutory leave; extra duty leave.

If additional personnel can be allowed off, the other company will be allowed the choice of taking the overlap day off in the same order.

- (c) The maximum number of members allowed to work on an overlap day will be seventy percent (70%) of the combined strength of the two (2) platoons. The Divisional Commander will determine whether or not a greater percentage will be allowed off, depending on the division requirements, but in any event has the authority to reduce staffing to the seventy percent (70%) level if members do not voluntarily request the time off. Those members who have the priority, choice will be the ones required to take the time off, to reach this maximum level of manpower.
- (d) The Divisional Commander may require a greater percentage than seventy percent (70%) to work on a particular shift on an overlap day due to contingencies of service in the division, but will provide members with at least forty (40) hours notice of this requirement.

- (e) Specialized training for such units as E.R.U., Bomb Squad, Crowd Control and Underwater Recovery will utilize some of these days for their training programs.
 - (f) Members attending court on the overlap day may not utilize statutory leave, extra duty leave or annual leave on that day.
 - (g) A Shift Schedule Committee will be established comprised of four (4) members, two (2) each from the Winnipeg Police Association and two (2) appointed by the **Police Service** Executive to review and monitor the revised schedule at regular intervals and make recommendations for revisions to improve efficiency and address any problem areas.
 - (h) Divisional Commanders will ensure members are not permitted to build up excessive amounts of extra duty leave and statutory leave credits. Such members will be expected to monitor their credits in this regard and regularly apply for time off on the overlap days.
2. All training days in excess of two (2) days duration will be eight (8) hour training days, and members so assigned will attend the class of instruction for the three (3) or more days involved as eight (8) hour days and merely be removed from their current shift to complete this training course. They will then immediately swing back to their regular work schedule. Training days of one (1) or two (2) days duration will be ten (10) hour training days.
 3. The Association agrees with the City that in order to provide that each platoon works an equal amount of each shift in 1982 and thereafter, the shift sequence will change every four (4) cycles.
 4. The new Rank Integration System will recognize the following classifications and salary increments:

Effective P.P. #1, 1985

Staff Sergeant -	Based on thirty percent (30%) above 1st Class Constable salary
Sergeant I -	Based on twenty percent (20%) above 1st Class Constable salary
Sergeant II -	Based on thirteen percent (13%) above 1st Class Constable salary

Effective December 30, 1990

Staff Sergeant -	First full year in rank based on twenty-six percent (26%) above 1st Class Constable Salary, thereafter based on thirty-one percent (31%) above 1st Class Constable Salary.
Sergeant I -	First full year in rank based on seventeen percent (17%) above 1st Class Constable Salary, thereafter based on twenty-one percent (21%) above 1st Class Constable Salary.
Sergeant II -	First full year in rank based on nine percent (9%) above 1st Class Constable Salary, thereafter based on fourteen percent (14%) above 1st Class Constable Salary.

Acting time served in a higher rank(s) shall not be considered for the purpose of calculating progression by annual increments.

5. It is agreed that any member of the Winnipeg Police Association will not be transferred as a result of rank integration from plain clothes to uniform or vice versa without the member's concurrence, unless the member is either promoted, or demoted for just cause.
6. It has been mutually agreed between the City of Winnipeg and the Winnipeg Police Association that upon implementation of the four-ten (4/10) work week, Sergeant II ranks will not be replaced on an acting basis, except at the discretion of the Chief of Police.
7. Effective 1982 12 26 the four-ten (4/10) work schedule will be removed from all Crime divisions, including Juvenile, Vice and District Crime personnel and replaced with an eight (8) hour per day schedule. Discussions will continue to arrive at a work schedule acceptable to both the Association and the **Police Service** but in the event this is not resolved by 1982 11 01, then the former eight (8) hour per day schedule on a three (3) week cycle will initially begin 1982 12 26, and continue until a revised schedule is agreed to. Every effort will be made by the **Police Service** to allow members of these divisions who wish to transfer to uniform divisions to retain the four-ten (4/10) schedule. Such transfers will take place as practicable but this transfer consideration must ensure the continued efficient operation of all such divisions affected.
8. **Communication Centre**
 - (a) A modified four-ten (4/10) shift schedule will be adopted for the Communication Centre for 1987. It will be the same as the current schedule except for the designation of the one hundred and twenty (120) hours generated shortfall. Shortfall days will be worked one (1) day a month in either five (5) hour or ten (10) hour allotments to be scheduled in

accordance with staffing shortages. Booking order of these days will be by seniority by platoon. Shortfall days can be changed if it is mutually agreeable between the member and the Divisional Commander.

The onus will be on the employee to ensure they work the required ten (10) hours during each month. Should they fail to do so, for any reason, without making previous arrangements with the Staffing Coordinator, they will be deducted ten (10) hours of EDL.

A minimum of forty (40) hours per year, during the months of January, February, March, October and November may be used as Training Days. Needs will be determined by the Training Coordinator. Those shortfall days occurring during the above mentioned months that are not utilized for training will be utilized to fill staffing vacancies.

(b) Statutory Leaves

It is agreed that all statutory leaves (eleven [11] in number) be part of two thousand and eighty (2,080) hours per year, and will be excluded from the total number of hours members are required to work (one hundred and ten [110] hours).

(i) In addition, an average number of statutory leaves worked amount to five point four (5.4), and at time and one-half (1½) amount to (5.4 x 5 hours) = twenty-seven (27) hours. This twenty-seven (27) hours will be excluded from the work year.

(c) Members who are on annual leave or sick leave will utilize ten (10) hours and the day will not be rescheduled.

(d) The maximum length of scheduled days working (including shortfall days) will not exceed six (6) consecutive days.

(e) Booking of Annual Leave

The SPCO will book with the Acting SPCO on that platoon. The SPCO will book first, followed by the Actor and at no time will both the SPCO and the Actor be away at the same time. The remainder of the PCO's on the platoon will book in order of service, with the stipulation that only one (1) PCO is away at a time. Further, the members in the Communications Centre will only be allowed a second booking in prime time, after all the other leave is booked, if their second booking does not take that platoon below the minimum staffing level.

LETTER OF UNDERSTANDING NO. 1

RE: CLOTHING INDEX

The City of Winnipeg and the Winnipeg Police Association agree to the following:

The above referenced articles contain a provision for an adjustment based on the Consumer Price Index - Men's Wear Winnipeg. Statistics Canada no longer provides that statistic.

The City of Winnipeg and the Winnipeg Police Association agree for the purposes of the above referenced articles, the adjustment will be based on the Manitoba Men's Clothing Index.

AGREED THIS DATE: _____

FOR THE NEGOTIATING COMMITTEE OF THE CITY OF WINNIPEG

**FOR THE NEGOTIATING COMMITTEE OF THE WINNIPEG
POLICE ASSOCIATION**

LETTER OF UNDERSTANDING NO. 2

RE: NINE HOUR DAY - CRIME DIVISIONS

The proposed, revised shift schedule, commonly referred to as the "Green and Tan" schedule in Divisions #21 to #24 and the District Crime Units will be implemented on a trial basis for the duration of the new collective agreement (1997 - 2000), provided it remains satisfactory to the **Police Service** executive. The **Police Service** will continue with the current practice of exercising flexibility in assigning shifts, both in respect of days off and hours to be worked, which are recognized as a necessary part of the work requirements in these areas as determined from time to time by the Divisional Commander.

The City will continue to monitor the above nine (9) hour shift and have consultations with the Association concerning such shifts, reserving the right to revert back to an eight (8) hour per day schedule as outlined in subsection (8) of Appendix "B". Should the need arise, the **Police Service** will give thirty (30) days notice prior to implementing the eight (8) hour per day schedule.

AGREED THIS DATE: _____

FOR THE NEGOTIATING COMMITTEE OF THE CITY OF WINNIPEG

FOR THE NEGOTIATING COMMITTEE OF THE WINNIPEG
POLICE ASSOCIATION

LETTER OF UNDERSTANDING NO. 3

RE: WORKERS COMPENSATION

1. The Workers Compensation Board (the "WCB") will be responsible for determining the eligibility of members of the Winnipeg **Police Service** for benefits arising from work-related injuries.
2. Pending the initial determination by the WCB, the member will receive his "Net Take-Home Pay" of his rank at the time of the occurrence of the injury in accordance with Article III-9.
3. If the WCB determines that an injury is work-related, the member will be compensated in accordance with the terms of the Collective Agreement and will be eligible for placement in a Workers Compensation/Rehab ("WC/Rehab") position at the same net take-home pay, and the following will apply:
 - (a) whether such position is suitable will be determined by the E.O.S.H. physician;
 - (b) where such position is found to be suitable and the member refuses the WC/Rehab position offered him, he will only be entitled to the difference between his "Net Take-Home Pay" in his rank at the time of the injury and the "Net Take-Home Pay" of the WC/Rehab position;
 - (c) in the event there is no difference between his salary, in the rank he occupied at the time of his injury, and the salary of the WC/Rehab position, the member shall cease to receive any benefits from the City;
 - (d) A member who has been placed on the WCR program will have his hours of work changed to a forty (40) hour work week and where possible he or she will be assigned to 2nd Relief. The actual hours of work may be adjusted depending on the nature of the position. Due to the rehabilitative nature of the positions, the E.O.S.H. doctor may instruct that the member only work four (4) or six (6) hours a day but the member will receive benefits and pay based on the eight (8) hour day/forty (40) hour week (e.g. statutory holiday leave credits based on the eight (8) hour day). Annual leave, sick leave and statutory holiday leave will be deducted based on the eight (8) hour day.
 - i) If the E.O.S.H. doctor determines a member should only work a portion of the eight (8) hour shift, Workers Compensation is then responsible for the remaining hours (e.g. member scheduled to work four [4] hours of a eight [8] hour shift, Workers Compensation is responsible for the remaining four [4] hours. Member scheduled to work six [6] hours of an eight [8] hour shift, Workers Compensation is responsible for two [2] hours, etc.).

- ii) If a member takes annual leave while on WCR program, he will be deducted for the entire shift (eight [8] hours) and not the hours he was scheduled to work. (i.e. a member on the WCR program is scheduled to work four (4) hours of an eight (8) hour day, Mon.-Fri. and takes three (3) weeks holidays. He would use one hundred and twenty (120) hours of annual leave instead of sixty (60) hours (scheduled hours of work).
- iii) If a member on a WCR program books off sick prior to the scheduled shift, he will be deducted sick leave for the entire shift (eight [8] hours) and not the hours he was scheduled to work.
- iv) A member who completes a portion of their scheduled shift and then books off sick will be deducted according to the sick leave guidelines for all employees of the Winnipeg **Police Service**.

***Note:** A member who uses this privilege on an inordinate number of occasions will be required to submit medical information to demonstrate he or she is fit to remain on the WCR program.

- v) If a member is scheduled to work four (4) hours of an eight (8) hour day and books off due to the original injury, it is compensation related and no sick leave deductions will be made (note: injured on duty reporting procedures will be followed).
4. If the WCB rules that an injury is not work-related, any benefits paid to the member will cease and the City shall be entitled to recover any monies paid to that member while absent from work due to such injury. A member would be entitled to exercise his right to appeal and pending resolution of that appeal.
- a) the City will use its best efforts to find a position for the member. If such a position is found, the member will receive the salary of the position;
 - b) if no position is available, the member can use available sick leave and holiday credits;
 - c) a member will be eligible for such a position only if he has a legitimate illness or injury; and
 - d) whether such position is suitable will be determined by the E.O.S.H. physician.
5. If the member's appeal to the WCB is unsuccessful and the member has not been placed in a Rehab position, the City will use its best efforts to find an appropriate Rehab position within the capabilities of that member.

6. Where a member is eligible for a Rehab position in accordance with this Letter of Understanding, that member will only be entitled to the salary and benefits of the Rehab position.
7. When the WCB determines that a member has recovered from a work-related injury, the member will be taken off compensation. If the E.O.S.H. physician determines a member is not fit to perform regular police duties, the following will apply:
 - (a) if the reason for a member not being fit to perform regular police duties is because of the work-related injury, a member will be offered a suitable WC/Rehab position and entitled to receive his net take-home pay of his regular position. Should the member refuse the WC/Rehab position, he will not be entitled to any salary or benefits.
 - (b) if the reason for the member not being fit to return to duty is not because of a work-related injury, then the City will make reasonable efforts to find a Rehab position and the member will be entitled to the salary of such position. If the member refuses the Rehab position, then he will be entitled to use available sick leave or holiday credits.
8. Where applicable, the City will use all reasonable efforts to place the member in a WC/Rehab position within the **Police Service**.
9. When The City of Winnipeg and/or the Winnipeg **Police Service** send in claims/letters/submissions to the WCB, copies will be forwarded immediately by the City and/or the **Police Service** to the Winnipeg Police Association.
10. It is understood that members will be required to attend all appointments promptly, follow WCB directions and file any claims/IODs for benefits with the WCB promptly. The City must process any WCB claim promptly.
11. This Letter of Understanding will apply to all members of the Winnipeg Police Association.

AGREED THIS DATE: _____

FOR THE NEGOTIATING COMMITTEE OF THE CITY OF WINNIPEG

FOR THE NEGOTIATING COMMITTEE OF THE WINNIPEG
POLICE ASSOCIATION

LETTER OF UNDERSTANDING NO. 4

RE: CONVERSION OF SHIFT PREMIUM TO EXTRA DUTY LEAVE, STAFF AND POLICE COMPONENTS

The City of Winnipeg and the Winnipeg Police Association agree that for the duration of the current collective agreement (December 24, 1997 to December 23, 2000) the following members of the **Police Service** will be permitted to convert shift premium payments to extra duty leave:

1. All members of the **Police Service** who are:
 - (a) covered by the staff component of the collective agreement, and
 - (b) who are permanently assigned to a position which follows a shift schedule for which a night shift premium is paid,will be permitted to bank the value of the premium, as set out in Article XV-4, as opposed to receiving payment.

2. All members of the **Police Service** who are:
 - (a) covered by the police component of the collective agreement, and
 - (b) who are permanently assigned to a position working inside, and
 - (c) who follow a shift schedule for which a night shift premium is paid,will be permitted to bank the value of the payment as set out in Article XI-5, as opposed to receiving payment.

For purposes of administration of Clause 2(b) the following may be considered as positions working inside:

- all Staff Sergeant positions
- all Station Duty positions
- all Sergeant I positions in Community Relations, Personnel Division, Training Division, Communications Unit, Audit, Research and Planning Unit
- all Sergeant II positions in Services, Communications, Training Division, Research and Planning, PARCS Security
- all Constable positions in Alarm Coordination Unit, Services, PARCS Security, Training Division, Research and Planning Unit.

3. Employees opting to bank the value of the shift premium must notify the Superintendent of Administration in writing.
4. Accumulated time off will be taken at a time mutually agreeable to the employee and the **Police Service**, but not inconvenient to the **Police Service**.

AGREED THIS DATE: _____

FOR THE NEGOTIATING COMMITTEE OF THE CITY OF
WINNIPEG

FOR THE NEGOTIATING COMMITTEE OF THE WINNIPEG
POLICE ASSOCIATION

LETTER OF UNDERSTANDING NO. 5

RE: REVISIONS TO PROMOTION PLAN

The City of Winnipeg and the Winnipeg Police Association jointly agree that the recommendation(s) of the Sub-Committee on the Promotion Plan (Police and Staff) shall be referred to the Executive of the **Police Service** and the Association for review, discussion and, if necessary, recommendation for change. The final recommendation(s) shall then be implemented and incorporated into the Promotion Plan Booklet(s) subject to mutual agreement between the parties. In the event that mutual agreement on revision(s) to the Promotion Plan cannot be achieved, the terms of the existing Promotion Plan (Police and Staff) shall remain in effect for the duration of this collective agreement.

AGREED THIS DATE: _____

FOR THE NEGOTIATING COMMITTEE OF THE CITY OF WINNIPEG

FOR THE NEGOTIATING COMMITTEE OF THE WINNIPEG
POLICE ASSOCIATION

LETTER OF UNDERSTANDING NO. 6

RE: JOB SHARING - STAFF COMPONENT

The City of Winnipeg and the Winnipeg Police Association jointly affirm that programs that encourage employees to retain their employment with the City of Winnipeg, particularly during the periods of time associated with child bearing/child rearing years, are of mutual benefit. One method of ensuring that this occurs is through the introduction of a formal Job Sharing arrangement.

Job Sharing provides a systematic method of restructuring full-time work in order to accommodate the particular needs of employees and provides the organization with an opportunity to retain skilled employees who might otherwise be forced to resign from their jobs.

1. This Job Sharing Program shall remain in effect for the duration of the current 1993-1995 collective agreement and shall continue in effect beyond December 23, 1995 until it is either renewed or amended through collective bargaining or until terminated by either party. Should either the City or the Winnipeg Police Association wish to terminate this program, written notice to that effect shall be provided to the other party and such termination shall be effective no earlier than thirty (30) working days following receipt of said written notice.
2. The **Police Service** shall develop and publish, by April 30 of each year, a list of positions that will be available for the Job Sharing Program.
3. Only Staff Component employees with a total of two (2) years continuous full-time employment in their present position will be eligible to apply for the Job Sharing Program.
4. All participants in the Job Sharing Program shall not be eligible for acting positions during the term of this Job Sharing Program.
5. Part-time employees in the Communications Centre will be eligible to apply for the Job Sharing Program. Employee participation in the Job Sharing Program will be subject to review and approval by the Chief of Police.
6. Only employees whose current performance is determined to be satisfactory, in the opinion of the Chief of Police, will be considered for participation in the Job Sharing Program.
7. No more than two (2) individuals shall share a designated job sharing position
8. It will be the responsibility of the employee to obtain a qualified job sharer and to jointly request a job share arrangement. Such request shall be submitted in writing to the Chief of Police. Both applicants must be employed in positions of the same

classification at the time the request is submitted and the job to be shared must be currently occupied by one (1) of the incumbents requesting the job share.

9. Full-time positions which become vacant due to a job sharing agreement shall be filled, on a temporary basis, through the normal promotion/recruitment process.
10. A participant in the Job Sharing Program must provide at least one (1) month's notice of intention to either withdraw from a previously approved job sharing arrangement or to terminate employment with the **Police Service**. The remaining employee to the job sharing arrangement must obtain a qualified job sharer and jointly request a job share arrangement in writing to the Chief of Police. If alternative job share arrangements cannot be made within seven (7) calendar days of the position becoming partially vacant, the remaining job sharer must return to full-time employment within that position immediately. The foregoing procedure shall also apply to extended period of leave such as maternity leave, and leave for lengthy illness or injury.
11. An employee who is participating in a job sharing arrangement shall be eligible to apply for promotion or lateral transfer. If successful, the employee will be required to terminate the job share arrangement and assume the duties and responsibilities of the new position on the date specified by the **Police Service**. The remaining employee to the job sharing arrangement must obtain a qualified job sharer and jointly request a job share arrangement in writing to the Chief of Police. If alternative job share arrangements cannot be made within seven (7) calendar days of the position becoming partially vacant, the remaining job sharer must return to full time employment within that position immediately.
12. If an employee wants to withdraw from the Job Sharing Program he or she must advise the Chief of Police in writing of the intention to do so and will be deployed in the following manner:
 - (a) If there are no suitable vacancies at the time that the notice to withdraw is given to the Chief of Police, the employee shall be given the first available vacancy for which he/she qualifies.
 - (b) If any applicable vacancies have already been posted prior to presenting the notice to withdraw to the Chief of Police, and if the competition has not already closed, the withdrawing employee shall be given the normal opportunity to compete for that vacancy as provided for in the promotion procedures.
 - (c) For purposes of applying subsection 12(a), job sharing employees who were formerly full-time employees shall be eligible for full-time vacancies and job sharing employees who were formerly part-time employees shall be eligible for part-time vacancies.

13. An employee who has obtained permanent status prior to entering into the Job Sharing Program shall retain their permanent status during the duration of any approved job sharing arrangement. Seniority for promotion purposes shall be accumulated based on actual time worked in a job sharing arrangement.
14. The Job Sharing Program shall be on the basis of participants working full days/shifts only. No splitting of days/shifts between participants will be allowed. Participants are required to work a minimum of two (2) days/shifts per week.
15. Benefits provided under the terms and conditions of the collective agreement will be calculated in accordance with actual hours worked within the appropriate period of benefit accrual. These benefits include:

Statutory Holidays	Article XVI -1(a)
Annual Leave	Article XVI -2
Sick Leave	Article XVI -8.
16. Overtime shall be considered as time worked in excess of the normal working day/shift and compensating time off in lieu of overtime pay will not be provided.
17. An employee in a job sharing position who works on a statutory holiday as defined in Article XVI-1 shall receive, in addition to their rate of pay, pay at time and one-half (1½) for all hours so worked. Compensatory time off in lieu of a premium payment for working on a statutory holiday will not be allowed.
18. An employee entering into a job sharing arrangement shall have their accumulated annual leave credits frozen at the date they enter into a job sharing arrangement, and no further annual leave credits will accumulate during the period of job share. During the term of a job share participants will be paid, on a biweekly basis, the equivalent value of annual leave earned. Upon returning to full time employment, individuals will resume accumulating annual leave credits and, combined with credits earned but not taken off prior to their job share period, will be allowed to book time off in accordance with Article XVI-3.
19. For employees participating in the Job Sharing Program, Dental Plan and Vision Care benefits (Article III-1 an III-1(a)) shall be provided in accordance with the following:

Dental Plan

Basic Dental Services	One hundred percent (100%)
Major Dental Services	One hundred percent (100%)
Orthodontic Dental Services	One hundred percent (100%)

- Plan Year Maximum Benefit for Basic and/or Major Dental services:
Six hundred dollars (\$600.00) per insured person per plan year

- For Orthodontic services (exclusive of Basic and/or Major dental services):
Six hundred dollars (\$600.00) per insured person - lifetime maximum

Vision Care

One hundred percent (100%) of Vision Care services to a maximum of seventy-five dollars (\$75.00) every twenty-four (24) consecutive months per insured person.

20. Maternity Leave benefits shall be provided in accordance with Article XVI-9-1 and XVI-9-2, subject to the following conditions:
 - The qualifying period of employment for Maternity Leave benefits, specified in Article XVI-9,1(a) and 2(a); shall be continuous full-time employment or the equivalent in cumulative part-time service.
 - The term "weeks", as utilized in Article XVI-9-1(a), (b), (c), (e) and in Article XVI-9-2(a)ii, (c) i/ii, (d) i/ii and (f), refers to calendar weeks.
 - The return to work agreement specified in Article XVI-9-2(b) will require that an individual, participating in the Job Sharing Program following Plan "B" maternity leave, return to work for a period of time equivalent to six (6) months cumulative full-time service.
21. Increments, for individuals participating in the Job Share Program, shall be granted on the basis of the employee accumulating the equivalent of one (1) year satisfactory full-time service.
22. Unemployment Insurance and Canada Pension Plan contributions and benefits will be in accordance with Federal Government schedules and guidelines.

AGREED THIS DATE: _____

FOR THE NEGOTIATING COMMITTEE OF THE CITY OF WINNIPEG

FOR THE NEGOTIATING COMMITTEE OF THE WINNIPEG
POLICE ASSOCIATION

LETTER OF UNDERSTANDING NO. 7

RE: INITIAL IMPLEMENTATION OF ONE-OFFICER CRUISER CARS

The City of Winnipeg and the Winnipeg Police Association, having satisfactorily addressed the concerns of the parties regarding officer safety in Appendix "A" of the report of the Joint Sub-Committee on One-Officer Cruiser Cars dated February 5, 1990, agree to the establishment of a Committee, hereinafter to be known as the "One-Officer Cruiser Car Committee, consisting of:

- two (2) members appointed by the Association
- two (2) members appointed by the **Police Service**
- one (1) Chairperson appointed by the Chief of Police
- the President of the Winnipeg Police Association, and
- a representative of the Human Resource Services Division of the Corporate Services Department

to oversee the implementation of the operation of one-officer cruiser cars by uniformed police officers.

Upon the implementation of one-officer cruiser cars in all Divisions, the One-Officer Cruiser Car Committee consisting of:

- two (2) members appointed by the Association
- two (2) members appointed by the **Police Service**
- the President of the Winnipeg Police Association, and
- a representative of the Human Resource Services Division of the Corporate Services Department

will continue to oversee the ongoing utilization of the operation of one-officer cruiser cars by uniformed police officers.

The parties agree to hold further discussions on this matter.

AGREED TO THIS DATE: _____

FOR THE NEGOTIATING COMMITTEE OF THE CITY OF WINNIPEG

FOR THE NEGOTIATING COMMITTEE OF THE WINNIPEG
POLICE ASSOCIATION

LETTER OF UNDERSTANDING NO. 8

RE: JOB SHARING - POLICE COMPONENT

The City of Winnipeg and the Winnipeg Police Association jointly affirm that programs that encourage employees to retain their employment with The city of Winnipeg, particularly during the periods of time associated with child bearing/ child rearing years, are of mutual benefit. One method of ensuring that this occurs is through the introduction of a formal Job Sharing arrangement.

Job sharing provides a systematic method of restructuring full-time work in order to accommodate the particular needs of employees and provides the organization with an opportunity to retain skilled employees who might otherwise be forced to resign from their jobs.

1. A Job Sharing Program will be introduced on a two (2) year trial basis, within the Police Component only, effective December 26, 1993. During this specified trial period the efficiency and effectiveness of this program will be independently monitored and assessed by both the Executive of the **Police Service** and the Winnipeg Police Association. This Job Sharing Program shall terminate on December 23, 1995, or upon either the **Police Service** or the Association providing written notice to the other party of its intention to terminate the Program. Such termination shall be effective thirty (30) working days following the receipt of said written notification. This Program may be continued beyond December 23, 1995 with the mutual agreement of both parties provided that such agreement is arrived at prior to November 1, 1995.
2. The **Police Service** shall develop and publish, by October 1, 1993, a list of positions that will be available for the Job Sharing Program.
3. Only Police Component members, who have achieved a minimum of four (4) years police experience, deemed acceptable by the Chief, will be eligible to apply for the Job Sharing Program.
4. Participants in the Job Sharing Program shall not be eligible for acting positions during the term of this Job Sharing Program.
5. Only members whose current performance is determined to be satisfactory, in the opinion of the Chief of Police, will be considered for participation in the Job Sharing Program.
6. Not more than two (2) individuals shall share a designated job sharing position.

7. It will be the responsibility of the member to obtain a qualified job sharer and to jointly request a job share arrangement. Such request shall be submitted in writing to the Chief of Police. Both applicants must be employed in positions of the same rank at the time the request is submitted and the job to be shared must be currently occupied by one (1) of the incumbents requesting the job share. For the purpose of this Letter, Constable shall be considered as a single rank level.
8. Positions which become vacant due to a job sharing agreement shall be filled, on a temporary basis, through the normal promotion/recruitment/ acting process.
9. A participant in the Job Sharing Program must provide at least one (1) month's notice of intention to either withdraw from a previously approved job sharing arrangement or to terminate employment with the **Police Service**. The remaining member to the job sharing arrangement must obtain a qualified job sharer and jointly request a job share arrangement in writing to the Chief of Police. If alternative job share arrangements cannot be made within seven (7) calendar days of the position becoming partially vacant, the remaining job sharer must return to full-time employment within that position immediately. The foregoing procedure shall also apply to extended period of leave such as maternity leave, and leave for lengthy illness or injury.
10. A member who is participating in a job sharing arrangement shall be eligible to apply for promotion or transfer. If successful, the member will be required to terminate the job share arrangement and assume the duties and responsibilities of the new position on the date specified by the **Police Service**. The remaining member to the job share arrangement must obtain a qualified job sharer and jointly request a job share arrangement in writing to the Chief of Police. If alternative job share arrangements cannot be made within seven (7) calendar days of the position becoming partially vacant, the remaining job sharer must return to full-time employment within that position immediately.
11. If a member wants to withdraw from the Job Sharing Program he or she must advise the Chief of Police in writing of the intention to do so and will be deployed in the following manner:
 - (a) If there are no applicable vacancies at the time that the notice to withdraw is given to the Chief of Police, the employee shall be given the first available vacancy for which he/she qualifies.
 - (b) If any applicable vacancies have already been posted prior to presenting the notice to withdraw to the Chief of Police, and if the competition has not already closed the withdrawing employee shall be given the normal opportunity to compete for that vacancy as provided for in the promotion procedures.

12. A member who has obtained permanent status prior to entering into the Job Sharing Program shall retain their permanent status during the duration of any approved job sharing arrangement. Seniority for promotion purposes shall be accumulated based on actual time worked in a job sharing arrangement.
13. The Job Sharing Program shall be on the basis of participants working full days/shifts only. No splitting of days/shifts between participants will be allowed. Participants are required to work a minimum of two (2) days/shifts per week.
14. Benefits provided under the terms and conditions of the Collective Agreement will be prorated in accordance with actual hours worked within the appropriate period of benefit accrual. These benefits include:

Statutory Holidays	Article XII - 1(a)
Annual Leave	Article XII - 3
Sick Leave	Article XII - 8
Clothing Issue	Article XII - 10(a), (c) and (j)

15. Overtime shall be considered as time worked in excess of the normal working day/shift and compensating time off in lieu of overtime pay will not be provided.
16. For the purpose of this Job Sharing Program, weekly leave shall be considered to be the day(s)/shift(s) when neither party to a designated job sharing position were scheduled to work. Off duty time shall be considered to be the hours when neither party to a designated job sharing position were scheduled to be on duty.

For the purpose of court attendance a member who is required to appear in court will be compensated at premium rates if said appearance is outside the regular days/hours of the designated job sharing position.

17. A member in a job sharing position who works on a Statutory Holiday as defined in Article XII - 1(a) shall receive, in addition to their normal rate of pay for working that day, pay at time and one-half (1½) for all hours so worked.

Compensatory time off in lieu of a premium payment for working on a Statutory Holiday will not be allowed.

18. A member entering into a job sharing arrangement shall have their accumulated annual leave credits frozen at the date they enter into a job sharing arrangement, and no further annual leave credits will accumulate during the period of job share. During the term of a job share participants will be paid, on a bi-weekly basis, the equivalent value of annual leave earned. Upon returning to full-time employment, individuals will resume accumulating annual leave credits and, combined with credits earned but not taken off prior to their job share period, will be allowed to book time off in accordance with Article XII-4.

19. For members participating in the Job Sharing Program, Dental Plan and Vision Care benefits (Article III - 1 and 1(a)) shall be provided in accordance with the following:

Dental Plan

Basic Dental Services	One hundred percent (100%)
Major Dental Services	One hundred percent (100%)
Orthodontic Dental Services	One hundred percent (100%)

- Plan Year Maximum Benefit for Basic and/or Major Dental Services:
Six hundred dollars (\$600.00) per insured person per plan year.
- For Orthodontic Services (exclusive of Basic and/or Major Dental Services)
Six hundred dollars (\$600.00) per insured person - Lifetime Maximum.

Vision Care

One hundred percent (100%) of Vision Care Services to a maximum of seventy-five dollars (\$75.00) every twenty-four (24) consecutive months per insured person.

20. Maternity Leave benefits shall be provided in accordance with Article XII - 9, 2 and XII 9, 3, subject to the following conditions:
- The qualifying period of employment for Maternity Leave benefits, specified in Article XII - 9 2(a) and 3(a), shall be continuous full-time employment or the equivalent in cumulative part-time service.
 - The term "weeks", as utilized in Article XII 9 2(a) and (e) and in Article XII - 9 3, (b), (f) i/ii, (i) (a) (b) and (e) refers to calendar weeks.
 - The return to work agreement specified in Article XII - 9 3(e) will require that an individual, participating in the Job Sharing Program following Plan "B" Maternity Leave, return to work for a period of time equivalent to six (6) months cumulative full-time service.
21. Increments for individuals participating in the Job Share Program, shall be granted on the basis of the employee accumulating the equivalent of one (1) year satisfactory full-time service.
22. Unemployment Insurance and Canada Pension Plan contributions and benefits will be in accordance with Federal Government schedules and guidelines.

AGREED TO THIS DATE: _____

FOR THE NEGOTIATING COMMITTEE OF THE CITY OF WINNIPEG

FOR THE NEGOTIATING COMMITTEE OF THE WINNIPEG
POLICE ASSOCIATION

LETTER OF UNDERSTANDING NO. 9

RE: REVIEW OF THE COLLECTIVE AGREEMENT TEXT

The City of Winnipeg and the Winnipeg Police Association agree to establish a Committee responsible for formulating joint recommendations for revisions to the text of the current Collective Agreement that, without adding to, subtracting from or changing the existing provisions or intent of said document, will provide a clearer, more succinct description of the terms and conditions of employment between the parties.

The composition of the Committee will be as follows:

FROM THE CITY OF WINNIPEG:

- One (1) member of the **Police Service** Executive occupying the rank of Deputy Chief of Police,
- One (1) member of the Corporate Services Department, Human Resource Services Division, Labour Relations Branch and,
- Legal Counsel from the Corporate Services Department, Legal Services Division, as required.

FROM THE WINNIPEG POLICE ASSOCIATION:

- The President of the Association,
- The Vice-President of the Association and,
- Legal Counsel for the Association, as required.

Joint recommendations, to amend the text of the existing Collective Agreement, shall be subject to review and approval, by the Board of Commissioners on behalf of the City and by the Executive Committee, as defined in Article II 2, on behalf of the Association, before such recommended changes are enacted.

Amendments to the Collective Agreement, which are adopted in accordance with this Letter of Understanding, shall be binding upon the parties hereto from the date of implementation until December 23, 1995, and thereafter until replaced or terminated.

AGREED TO THIS DATE: _____

FOR THE NEGOTIATING COMMITTEE OF THE CITY OF WINNIPEG

FOR THE NEGOTIATING COMMITTEE OF THE WINNIPEG
POLICE ASSOCIATION

LETTER OF UNDERSTANDING NO. 10

RE: GROUP LIFE INSURANCE

The City of Winnipeg and the Winnipeg Police Association agree that the City will, if required and at no cost to the City, consent to a joint application to the Employee Benefits Board to pursue improvements to the members' current Group Life Insurance Plan.

AGREED TO THIS DATE: _____

FOR THE NEGOTIATING COMMITTEE OF THE CITY OF WINNIPEG

**FOR THE NEGOTIATING COMMITTEE OF THE WINNIPEG
POLICE ASSOCIATION**

LETTER OF UNDERSTANDING NO. 11

RE: DISCUSSIONS REGARDING LEGAL FEES

The City of Winnipeg and the Winnipeg Police Association agree to continue discussions, with the assistance of legal counsel of the parties, if required, regarding legal fees and their application under the provisions of Article III 10. Civil Liability and Article III 11. Criminal Liability.

AGREED TO THIS DATE: _____

FOR THE NEGOTIATING COMMITTEE OF THE CITY OF WINNIPEG

FOR THE NEGOTIATING COMMITTEE OF THE WINNIPEG
POLICE ASSOCIATION

0/99	EFFECTIVE JUNE 17/00		
	PP#13 - 1.0%		
ANNUAL	HRLY	BI-WKLY	ANNUAL
\$28,470	\$13.83	\$1,106	\$28,756
\$30,654	\$14.89	\$1,191	\$30,966
\$32,838	\$15.95	\$1,276	\$33,176
\$38,298	\$18.60	\$1,488	\$38,688
\$43,784	\$21.26	\$1,701	\$44,226
\$49,244	\$23.91	\$1,913	\$49,738
\$54,730	\$26.58	\$2,126	\$55,276
\$57,512	\$27.93	\$2,234	\$58,084
\$58,552	\$28.44	\$2,275	\$59,150
\$59,644	\$28.96	\$2,317	\$60,242
\$69,550	\$33.78	\$2,702	\$70,252
\$71,136	\$34.54	\$2,763	\$71,838
\$72,774	\$35.34	\$2,827	\$73,502
\$65,676	\$31.89	\$2,551	\$66,326
\$66,768	\$32.43	\$2,594	\$67,444
\$67,886	\$32.96	\$2,637	\$68,562
\$61,828	\$30.03	\$2,402	\$62,452
\$62,972	\$30.58	\$2,446	\$63,596
\$64,038	\$31.10	\$2,488	\$64,688

CLASS	113%	6062	80	\$28.58	\$2,286	\$59,436	\$29.00	\$2,320	\$60,320	\$29.29	\$2,343	\$60,918	\$29.73	\$2,378
Assigned after 12/26/93 (Identification Specialist)	113%			\$28.58	\$2,286	\$59,436	\$29.00	\$2,320	\$60,320	\$29.29	\$2,343	\$60,918	\$29.73	\$2,378
*Members at 114% get grandfathered at that rate														

NOTE: Progression by annual increments within a rank possessing a salary range, shall be granted based upon actual service within that rank, if such service is satisfac

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ory to the City.