



WINNIPEG POLICE ASSOCIATION

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Affiliated with Manitoba Police Association and
Canadian Police Association

October 29, 2018

His Worship Brian Bowman
Mayor of Winnipeg
510 Main Street
Winnipeg, MB R3B 1B9

Re: Winnipeg Police Pension Plan

Dear Sir:

Congratulations, once again, on being elected to your second term as Mayor of our great city.

It was a tough election, but we were pleased that public safety was such an important part of the discourse during that campaign. We believe that we played a helpful role in that regard. Although we may differ in our view as to the ways in addressing the public safety concerns that are challenging our city, I know that we share a joint commitment to ensuring we all do what we reasonably can to tackle this difficult issue. We re-iterate our offer to sit down with you, face to face, and discuss these issues with you at your convenience.

However, we wished to write to you immediately for a different reason. While on the campaign trail it was reported that you support the idea of no longer factoring overtime into a police officer's pension calculations. While we don't quarrel with your right to take such a position, we would obviously like the opportunity to convince you that your position ought to change. However, that is not our concern. Our concern is the suggestion you made that you are under the impression that you believe City Council has the power to unilaterally make this change to the police pension plan without the agreement of the Winnipeg Police Association (the "WPA"). Such a claim, if that was in fact made by you, is both incorrect and is unfortunately being taken by the WPA and its entire membership as a threat by the Mayor's office and the City of Winnipeg (the "City").

We are unclear as to how you could be led to believe that City Council has the unilateral ability to make changes to our pension plan, which is a plan that has been negotiated by the parties and incorporated into the collective agreement. As a lawyer yourself, we know you are aware that terms and conditions of the collective agreement can only be changed by mutual agreement between the parties or in the case of the WPA, through Interest Arbitration. Some time ago, we were advised by Mike Ruta that he was of the same view. We have received two comprehensive legal opinions, from both our local counsel and a firm in Toronto who specializes in the area, that

confirm our understanding that the terms of our pension plan, as it relates to our members benefits, can only be revised by mutual agreement or through Interest Arbitration. We can only conclude that it may be whomever has provided you with advice is not privy to all of the facts. As you know, an opinion is limited by the facts that are shared prior to providing that opinion. We thought it would be helpful to share with you some of the facts that may cause you to change your mind as to the process that must be undertaken to make revisions to the police pension plan:

- 1) The police pension plan is a term and condition of the WPA collective agreement and has been for many decades;
- 2) The provision in the collective agreement specifically contemplates that the plan, as it relates to each individual member, may be revised through negotiations, agreement or arbitral award;
- 3) There is in fact a long history of collective bargaining between the WPA and City as it relates to the police pension plan and the provision in the collective agreement. The plan has been the subject of negotiation and revision for decades, exactly as the collective agreement contemplates;
- 4) In recent rounds of collective bargaining, the parties exchanged proposals to revise the terms and conditions of the pension plan. Although it did not result in changes, negotiations took place;
- 5) In the most recent round of collective bargaining which resulted in what you have called "the longest most sustainable negotiated agreement in almost 20 years", the City chose not to seek concessions in the police pension plan. The WPA relied on that fact in agreeing to the terms of this collective agreement. Any suggestion now that it can simply unilaterally change terms of the pension plan runs contrary to decades of history and amounts to bad faith;
- 6) Although in the middle of our sustainable collective agreement, the parties are currently in the midst of negotiations over the terms of the plan.

As you are no doubt aware, the WPA has repeatedly offered over the last several years to sit down with the City and attempt to address concerns the City has suggested it has with the terms and conditions of the police pension plan. After we filed an unfair labour practice complaint emanating from a leaked story about the City's views on the police pension plan a meeting was arranged with Mike Ruta, who indicated that he wished to sit down and discuss the matter with us. We agreed to withdraw the ULP on the promise of good faith, productive discussions about the pension plan. Mike Ruta led a series of discussions on behalf of the City and provided us with what I would describe a laundry list of provisions and benefits that the City would like to see revised or removed from the plan. As the City had done, we retained an actuary to consider the concerns being put forward. In fact, we have made a proposal that would see significant changes to the plan which would save the City significant money. Although that offer was not accepted (at least not yet), we are still

in the midst of those negotiations. We remain prepared to entertain serious discussions about the plan.

Given the above, we assume you are asking yourself why there are decades and decades of history of negotiations, if the City can simply unilaterally make changes to the plan. The short answer is that it cannot.

We wished to write to you for two reasons:

- 1) To re-iterate our willingness to continue to sit down with the City and consider negotiating changes to the police pension plan that are in the best interest of the City, the WPA and its members and the plan itself; and
- 2) To formally put you on notice that any continued suggestion or attempt to unilaterally alter the terms and conditions of our collective agreement will be taken as an act of bad faith, given all of the above. We wish to provide you with fair notice that if these comments continue or steps are taken to act on those comments, we will have no choice but to exercise all of the legal rights that are available to us, including seeking aggravated and punitive damages for this continued act of bad faith.

We are hopeful that won't be necessary and remain ready, willing and able to continue to sit down with you or your representatives to try and resolve any concerns through good faith negotiations as has been the history between the parties for decades.

We look forward to hearing from you, as soon as possible.

Sincerely,



Maurice (Moe) Sabourin
President
Winnipeg Police Association

cc: Mike Ruta, Chief Financial Officer
Angelique Cusson, Director Human Resource Services