

THE CITY OF WINNIPEG

BY-LAW NO. 7610/2000

**A By-law of THE CITY OF WINNIPEG to
establish and adopt Regulations governing
the Winnipeg Police Service.**

WHEREAS it is deemed to be appropriate to establish and adopt regulations governing the Winnipeg Police Service;

NOW THEREFORE THE CITY OF WINNIPEG, in Council assembled, enacts as follows:

1. The Regulations set forth in Schedule "A" attached hereto are hereby established and adopted as the regulations governing the Winnipeg Police Service.
2. Section 2 of By-law No. 4322/86 is repealed.

DONE AND PASSED in Council assembled, this 24th day of May, 2000.

SCHEDULE A TO BY-LAW NO. 7610/2000

**WINNIPEG POLICE SERVICE
REGULATIONS**

REGULATIONS OF THE WINNIPEG POLICE SERVICE

PREAMBLE

WHEREAS the Winnipeg Police Association and the Winnipeg Police Senior Officers Association and the Winnipeg Police Service agree that it is useful to have Regulations governing the conduct of their members, in order that the Service and its members will have a reasonable expectation of their respective rights and obligations;

AND WHEREAS The *City of Winnipeg Act* provides that the members of the Police Service shall obey all lawful directions and be subject to the orders of the Chief of Police;

AND WHEREAS the Winnipeg Police Association and the Winnipeg Police Senior Officers Association and the Winnipeg Police Service agree that there should be Regulations providing for the procedure for processing complaints made about their members;

AND WHEREAS the Winnipeg Police Association and the Winnipeg Police Senior Officers Association and the Winnipeg Police Service agree that a member of the Winnipeg Police Association or the Winnipeg Police Senior Officers Association who is the subject of a complaint will have the full protection of the rules of natural justice and the principles of fairness during the processing of the complaint;

THEREFORE these Regulations have been established and adopted by Council of the City of Winnipeg as the Regulations governing conduct and duties of members of the Winnipeg Police Service.

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PART I DEFINITIONS

1. DEFINITIONS

1.01 In these Regulations:

"Acting or Acting Rank" means a member assigned to temporarily perform substantially all of the duties and responsibilities of a senior rank;

"Administrative Leave" Means a discretionary period of leave with pay;

"Admonition" means a verbal warning or advice given to a member as to their course of conduct, without an entry being made in the service and personnel records of the member; and "admonish" has a corresponding meaning;

"Association" means the Winnipeg Police Association or the Winnipeg Police Senior Officers Association as is applicable;

"Chief of Police" or "Chief" also includes anyone acting in the position;

"City" means The City of Winnipeg;

"Committee" means an Administrative body consisting of the Chief Administrative Officer (CAO) and the Chief Financial Officer (CFO);

"Complaint" means an allegation made by any person against a member of the Service, alleging an improper act or omission which violates these Regulations; or a written report made pursuant to section 11.01 of the Regulations;

"Default" means any Minor Service Default or any Service Default;

"Directive" means any written policy, procedure or order by the Winnipeg Police Service or the City of Winnipeg.

"Discipline Board (Board)" means

- (a) for a member of the Winnipeg Police Association (WPA) a panel established by the Chief of Police consisting of three Senior Officers or Division Commanders, one of whom will be a Deputy Chief, and

(b) for a member of the Winnipeg Police Senior Officers' Association (WPSOA) means a Deputy Chief or a person acting in that rank appointed by the Chief of Police

"Division Commander" means a Senior Officer who is in operational control of a police division and also includes a staff member appointed by the Service to be in operational control of a Division and includes anyone acting in that position;

"E.A.C.P." (Executive Assistant to the Chief of Police) means a Senior Officer appointed by the Chief to render general assistance to the Chief of Police and includes anyone acting in the position;

"Executive Officer" means an Officer of the Service holding the rank of Chief of Police or Deputy Chief of Police and includes anyone acting in the position;

"Firearm" has the same meaning as in the Criminal Code of Canada;

"Lawful" means not contrary to the provisions of any Federal, Provincial, or Municipal Statute, or any Directive;

"Lead Investigator" means a person assigned by the service to head an investigation;

"Liquor" shall have the same meaning as defined in the Liquor Control Act;

"Media" means any representative of the electronic or print media;

"Member" means a person employed in the Service whether sworn in as a Peace Officer or not, by whatever rank, title or description he or she may be designated, and includes a member of the civilian staff;

"Minor Service Defaults" are those Defaults set out in Section 18 of these Regulations;

"Officer in Charge" means any shift supervisor;

"Order" means any lawful instruction, oral or written, given to a subordinate by a member senior in rank;

"Police Service" or "Service" means The City of Winnipeg Police Service;

"Reduction in Rank" means a reduction to a lower rank with a corresponding reduction in pay;

"Regulation" means any by-law or resolution passed by Council of The City of Winnipeg for the discipline, government, control and operation of the Police Service and also includes any instruction or directive as amended from time to time;

"Reprimand" means a written rebuke or reproach given to a member;

"Respondent" means a member who is alleged to have committed a Default under the Regulations;

"Senior Officer" means a member holding the rank of Inspector or higher including any Executive Officer or staff member appointed by the Service to be in operational control of a Division, or anyone acting in those positions;

"Service Defaults" are those Defaults set out in Section 20 of these Regulations;

"Service File" includes the member's Service Record, annual Performance Reviews, Commendations, Defaults under these Regulations, general Personnel file, and any appropriate support documentation relative to Defaults;

"Service Record" means a member's record as defined under the Law Enforcement Review Act;

"Supervisory Officer" or "Supervisor" means a member holding the rank of Detective Sergeant/Patrol Sergeant or higher, or a staff member who oversees or directs other staff members, or anyone acting in that position;

"Suspension" or "Under Suspension" or "Suspended" means removing a member from office and also relieving him or her from all duties and authority as a peace officer, and includes relieving a staff member from all duties and authority;

"Uniform" or "Uniform Dress" or "In Uniform" means the approved working dress of uniform members of the Service as distinct from the dress uniform approved for on or off duty members at formal or social functions;

"Unlawful Act" means contrary to the provisions of any Federal, Provincial, or Municipal Statute, or any combination thereof.

**PART II
INTRODUCTION AND GENERAL PROVISIONS**

2. THE CITY OF WINNIPEG MAY PASS BY-LAWS REGULATING THE POLICE SERVICE

2.01 The City may pass by-laws to regulate the government of the Police Service, including the conduct and duties of Members of the Service, for preventing neglect or abuse, and for rendering the Service efficient in the discharge of its duties and fixing penalties including dismissal, probation, loss of promotion, reduction in rank or classification with proportionate reduction in pay, fines, additional duty, or deprivation of off-duty time for infraction of the by-laws. Council has established these Regulations as the Regulations for the Police Service.

3. MEMBERS' RESPONSIBILITIES

3.01 Subject to any by-law or resolution passed by Council, the Members of the Police Service

- a. shall obey all lawful directives,
- b. are subject to the lawful orders of the Chief of Police, and
- c. excepting civilian employees, are charged with the duty of preserving the peace, the prevention of crime and offences, apprehending offenders generally with the performance of all duties that by law devolve upon peace officers and have generally all the powers and privileges and are liable to all the duties and responsibilities that belong to peace officers.

4. REGULATIONS NOT EXHAUSTIVE

4.01 The Regulations hereinafter contained are for the guidance of the Members of the Police Service, but are not to be understood in any way to derogate from the overall powers and responsibilities of the Chief of Police and/or The City of Winnipeg in the discipline of Members of the Police Service and in that context it is understood that these Regulations are not intended to cover every circumstance that may give rise to the disciplining of Members in the performance of their duty and shall not supersede any provisions of the *City of Winnipeg Act*.

5. PRIMARY OBJECTIVES

5.01 The primary objectives of the Police Service are to ensure:

- a. the safety of the lives and the property of citizens,
- b. the preservation of peace and good order,
- c. the prevention of crime,
- d. the detection of offenders, and
- e. the enforcement of the law.

6. CONSCIENTIOUS EFFORT

6.01 All Members of the Police Service must exert a conscientious effort in maintaining these primary objectives, which will be the measures by which the efficiency and effectiveness of the Police Service are judged.

7. IMPORTANCE OF POSITION IN SOCIETY

7.01 Members of the Service should recognize the highly responsible and important position they hold in society. They must, through their dedicated and effective service and by their personal conduct, show that they are worthy of the public trust.

8. RESPONSIBILITIES OF EVERY MEMBER

8.01 It is the duty and responsibility of every Member of the Police Service to observe the law, comply with lawful directives and orders and to properly discharge their duties as Members of the Service.

9. DEFAULTS: SUPERVISOR'S IMMEDIATE RESPONSIBILITY

9.01 Where a Member is alleged to have committed a Default, the Supervisor who first becomes aware of the alleged Default will if necessary immediately ensure the Member concerned is restrained from committing further or ongoing transgressions. The Supervisor must also ensure any evidence relative to the Default is preserved and that identity of witnesses, if any, are recorded for the purpose of future interviews required during the course of an investigation. If the matter is one requiring immediate intervention, the Supervisor shall immediately notify the member's Division Commander or the Duty Officer.

10. CONFLICTING ORDERS

10.01 Members shall obey a lawful order or directive issued by a Member senior in rank. In the event that two or more orders are given which are in conflict, the Member shall inform the person issuing the last order about the conflict and, unless the last order is altered or retracted, shall follow the last order.

11. MEMBER'S DUTY TO DISCLOSE

11.01 Where a member is charged with an offence under any Federal Statute, or a statute of another country that, if it had been committed in Canada would constitute criminal conduct, or any matter likely to bring discredit upon the reputation of the Service, the member shall immediately notify the Chief of Police in writing of the charge or conduct and jurisdiction of the offence.

11.02 A Member who witnesses a violation of, has personal knowledge of, or has probable grounds for believing that any other Member has violated any law or provision of the Regulations shall immediately submit a written report to the Division Commander. Such report shall give complete details of the alleged violation, together with the names and addresses of any witness who may know anything concerning the matter.

11.03 Subject to Section 11.04, any member identified as a Respondent, relative to the alleged Default under investigation, may upon receiving notification of the alleged default and a summary of the allegation, provide a full explanatory report setting out the Member's version of the subject matter of the complaint.

11.04 Where the matter is under investigation as a Service Default and the information is not readily available from any other source, a Respondent may be ordered to supply a full and detailed written account of their actions.

11.05 Any Member identified as a witness in the investigation of an alleged Unlawful Act and/or an alleged Default shall disclose, in writing, complete details of their knowledge or observations of the matter and to answer any questions asked of them by investigating officers. Any refusal to disclose may result in the Member being ordered to provide the required information.

11.06 Failure to comply with subsections 11.04 or 11.05 may result in:

- a. suspension of the Member without pay, until the requirements of sections 11.04 or 11.05 are met, and/or
- b. other disciplinary action under these Regulations.

11.07 Notebooks, notes, drawings and any other written, recorded or electronic records made during the course of duties will remain the property of the Service and shall be made available when requested for audit or internal investigation purposes.

12. RIGHT TO COUNSEL

12.01 Any Respondent shall be advised that he/she has the right to contact counsel and a representative of the Association and have them present at any stage of proceedings under these Regulations.

13. FIREARM AND EQUIPMENT: POSSESSION OF

13.01 A Supervisor, after consultation with a Senior Officer, may take possession of a Member's firearm, ammunition including speed loaders and magazines, warrant card, badge, handcuffs, baton, chemical deterrent spray, service keys, security access card and any other equipment the Supervisor deems appropriate, where the Member has been:

- (a) declared supernumerary, or
- (b) declared medically unfit, or
- (c) placed on Administrative Leave pursuant to Section 58, or
- (d) suspended pursuant to these Regulations.

The Supervisor, as soon as practicable, shall make arrangements to ensure the equipment is delivered into the custody of the Armaments Officer for safekeeping.

14. OBJECTION CONCLUSIVELY DEEMED

14.01 A Member who testifies before the Discipline Board, the Committee, or a Board of Arbitration and who has been or who is subsequently charged with a criminal offence, shall be conclusively deemed to have objected to answering every question asked on the grounds that the Member's statement or answers may tend to incriminate the Member or to establish the Member's liability to a legal proceeding at the instance of the Crown or of any person.

15. THE INTERPRETATION ACT

15.01 Where applicable, The *Interpretation Act* of Manitoba shall apply to these Regulations.

16. PROMPT INVESTIGATIONS

16.01 An investigation of a complaint must be dealt with as expeditiously as possible.

16.02 A prompt investigation, meticulously and impartially conducted is essential for these reasons:

- a. If the complaint is unfounded, the fact should be made known as soon as possible.
- b. If the complaint is justified, then proper action should be taken immediately.
- c. Delay in investigating a complaint may not only aggravate the complainant, but also cause the loss of essential evidence or afford the opportunity for collusion or the distortion or suppression of facts.

16.03 While a Member should be protected against vexatious and malicious accusations to which, at times, the Member's duties make the Member liable; the confidence of the public in the integrity of the Service must be maintained by the knowledge that a full and unprejudiced investigation will be conducted, and if the complaint is substantiated, action will follow.

17. PERSONAL/BUSINESS INTERESTS

17.01 Definitions

- a. Conflict of Interest means a conflict between a member's personal or business interests and their responsibility or duty as a member of the Winnipeg Police Service, and includes actual or perceived conflicts and those situations which have potential to be actual or perceived conflicts. A conflict of interest can exist whether or not any financial advantage has been or may be conferred on the member.

17.02 Subject to approval from the Chief of Police or designate, a member may invest in a business or venture other than those prohibited, and may accept employment in an occupation other than those prohibited, providing the member's:

- a. participation does not create a conflict of interest with the member's duties as a peace officer or is not likely to do so;
- b. participation in the business, venture or employment is not obtained as a result of being employed as a member of the WPS;
- c. effectiveness and performance as a peace officer is not adversely affected;
- d. position as a peace officer is not demeaned;
- e. participation does not constitute full time employment.

17.03 Authority

- a. The Chief of Police will determine when a conflict of interests exists.
- b. Notwithstanding clause (a) members are responsible to ensure that no conflict of interest exists at any time.
- c. The Chief of Police, may at any time, rescind previously granted approval to participate in a business, venture or employment, when it is determined that a conflict of interest exists, or that the member is contravening Section 17.02.

17.04 Requests

- a. Prior to investing in a business or venture or accepting employment to which this section applies, members will:
 - i apply for and receive permission to do so from the Chief of Police; and,
 - ii submit the applications in writing and specify the name and address of the employer, or owner of the business, the duties, responsibilities and hours of work the member will be expected to fulfil.
- b. Members who are notified by the Chief of Police that their application does not meet the conditions specified in this Section may, within 30 days, appeal to the Committee.
- c. All documentation related to business, venture or employment interests may be retained on the member's service file.

17.05 Renewal

- a. Members who have made application to the Chief of Police, and whose application has been approved, must notify the Chief of Police of their continued involvement in the business, venture or employment, every year by the anniversary date of the initial approval.
- b. Notification as indicated in (a) must be in writing, and specify the name, address of the employer, or owner of the business, the duties, responsibilities, and hours of work the officer is expected to fulfil.
- c. Members will immediately notify the Chief of Police, in writing of any changes to the information supplied pursuant to Section 17.04 (a)ii.
- d. Failure to notify the Chief of Police as specified may result in cancellation of the original approval and/or disciplinary action.

17.06 Prohibitions

- a. Members will not invest in any of the following businesses or ventures or accept employment in any of the following occupations:

- bill collector;
 - skip tracer;
 - watchman, security guard, or other security work;
 - insurance adjuster or investigator;
 - private investigator;
 - escort, or an employee of an escort agency;
 - process server;
 - armoured car driver or guard;
 - body guard; or
 - any occupation which requires a member to be armed.
- b. Members shall not engage in secondary employment at any time while off duty due to sickness or injury without permission of the Chief of Police.
- c. Members will not invest in a business or venture, or accept employment where they will be offering a service, advice or consultative direction that the Winnipeg Police Service offers, including, but not limited to:
- crime prevention or intervention;
 - home security; or
 - personal or business security.
- d. Members will not, under any circumstances, use any resources of the Service to assist them in carrying out any function related to the approved business, venture, or employment. This prohibition includes, but is not limited to, the use of Winnipeg Police Service computer equipment, photocopiers, telephones, fax machines, pagers, and vehicles.
- e. Any member who has been granted permission to engage in a business, venture or employment, will not be assigned to the district in which that business venture or employment is located, except at the discretion of the Chief of Police.
- 17.07 Members must ensure, at all times, that their involvement in any business, venture or employment does not denigrate from the members responsibilities as a peace officer or member of the Winnipeg Police Service. The members primary obligation is to the City of Winnipeg which supersedes all obligations related to any other business, venture or employment.
- 17.08 Nothing in this section takes away from the members responsibility to adhere to all policies established by the City of Winnipeg, including but not limited to, *the Code of Ethics for Employees*.

17.09 Transition

Any Member who has not received prior permission for employment or investment in a business venture must make application to the Chief of Police in compliance with Sec 17.04. If employment is deemed contrary to these Regulations the member will be directed to cease employment forthwith and divest interest in said business or venture within 12 months of being so notified to cease employment.

17.10 This section does not apply to investing in listed securities, mutual funds, GIC's or Government sponsored investments including Bonds or similar available investment.

17.11 Any violation of this section shall be treated as a Service Default and be dealt with accordingly.

**PART III
SERVICE DEFAULTS: DEFINITION/PENALTIES**

The Police Service recognizes the need for having a fair and comprehensive set of guidelines to ensure the conduct of all its Members is beyond reproach. The Service is committed to the community and, as such, must display a willingness to answer and deal with complaints against Members so that the citizens of Winnipeg as a whole continue to have confidence in the system that governs its police officers.

It is equally important that should a Member commit a Default any penalty imposed must be fair and consistent.

18. MINOR SERVICE DEFAULTS:

18.01 ABUSE OF CONDUCT, that is, if a Member

- a. uses oppressive or abusive conduct or language towards any other Member, or
- b. is discourteous or uncivil to any member of the public.

18.02 INSUBORDINATION, that is if a Member

is disrespectful by word, act, or demeanour to a Supervisory Officer.

18.03 NEGLECT OF DUTY, that is, if a Member

- a. Without reasonable excuse, is absent without leave from or late for any duty, or
- b. through carelessness or negligence, permits a prisoner to escape, or
- c. fails to report any matter which it is the Member's duty to report, or
- d. feigns or exaggerates sickness or injury or
- e. while on duty, is improperly dressed, dirty or untidy in person, clothing or equipment, or
- f. while on duty, is inattentive or sleeping.

18.04 IMPROPER MAINTENANCE OF FIREARM, that is, if a Member

- a. fails to properly maintain the Member's issued or authorized firearm or ammunition.

19. MINOR SERVICE DEFAULT PENALTIES

19.01 Any Member of the Police Service who commits a Minor Service Default is liable to any one or any combination of the following penalties, which may include a period of remedial training:

- a. admonition,
- b. written reprimand,
- c. up to and including two (2) days' loss of weekly leave,
- d. a fine, up to and including an amount equal to two (2) days' pay.

19.02 Where a Member has committed two or more Service Defaults or Minor Service Defaults or any combination thereof, within a three (3) year period from the date the penalty was imposed on the first of such Defaults, any subsequent allegation of a Minor Service Default falling within that three (3) year period shall be treated as a Service Default.

20. SERVICE DEFAULTS

20.01 DISCREDITABLE CONDUCT, that is, if a Member

- a. strikes or attempts to strike any Member of the Service, or
- b. operates a Service vehicle while the Member is prohibited from driving or where the Member's driver's license has been suspended, or
- c. withholds or suppresses a complaint or report against a Member of the Service, or
- d. abets, connives or was knowingly an accessory to an offence against discipline as described in these Regulations, or
- e. acts in an inappropriate or disorderly manner, on or off duty, or in a manner likely to bring discredit upon the reputation of the Service, or
- f. makes or signs a false or misleading, oral or written statement or entry in any document or record pertaining to the Member's duties, or
- g. without proper authority, destroys, mutilates, or conceals any evidence, document or record, or alters, erases, or adds to any entry therein.
- h. without lawful excuse or sufficient cause disobeys, omits or neglects to carry out any lawful order.

20.02 IMPROPER USE OF FIREARM, that is, if a Member

- a. without proper authorization, carries a firearm while on duty, other than one authorized by the Service, or
- b. fails to report, in writing, before the completion of the Member's tour of duty, the discharge of a firearm when same occurs other than during training, or

- c. fails to exercise sound judgement and restraint in the use and care of firearms.

20.03 MISUSE OF LIQUOR OR DRUGS, that is, if a Member

fails to comply with The City of Winnipeg Policy on Safety in the Workplace as amended from time to time, except where authorized by that member's Division Commander in execution of that member's duty.

20.04 NEGLECT OF DUTY, that is, if a Member

- a. without lawful excuse, neglects or omits to promptly and diligently perform his or her duties, or
- b. knowing where an alleged offender is to be found, fails to report same, or fails to make reasonable efforts to process the offender in accordance with established procedure, or
- c. fails to comply with a lawful order, or leaves an area, detail, or other place of duty without permission or sufficient cause, or having been given prior permission to leave an area fails to return without undue delay, or
- d. without lawful excuse, fails to promptly submit to a Supervisor a report disclosing any evidence or information concerning an unlawful act or Default, including the identification of any person who can supply evidence for or against any person.
- e. Prevaricates or withholds pertinent information before any Court, Inquiry, or Winnipeg Police Service investigation.

20.05 THE UNAUTHORIZED RELEASE OF INFORMATION, that is if a Member without proper authority

- a. communicates or divulges any information, written or oral, to the media or to any unauthorized person, any matter concerning the Service which may
 - i. compromise the integrity of an investigation, or
 - ii. interfere or impede the administration of justice, or
 - iii. endanger the safety or security of another Member or other person.

- b. gives any notice, either directly or indirectly, to any person against whom any warrant, summons or other court process has been or is about to be issued, except in the course of the lawful execution of the Member's duties.
- c. provides confidential information to anyone who is not authorized to receive it. Confidential information includes but is not limited to: police reports, police records, CPIC and PARCS data, directives and personnel information.

20.06 CORRUPT PRACTICE, that is, if a Member

- a. takes a bribe, or
- b. fails to account for or properly dispose of any money or property received by the Member in the course of duty, or
- c. places himself or herself under any obligation to any person which may adversely affect his or another Member's ability to properly discharge their duties, or
- d. improperly uses, or attempts to use, the Member's position within the Service to gain personal advantage and/or for the advantage of any other individual, business or legal entity, or
- e. directly or indirectly solicits or receives any benefit, consideration, reward, gratuity, present, or testimonial without the consent of the Chief of Police, or

20.07 ABUSE OF AUTHORITY, that is, if a Member

- a. without good or sufficient cause, makes any unlawful or unnecessary arrest, or
- b. applies any unnecessary or excessive force to any prisoner or other person, or
- c. in the member's capacity as a police officer, writes, signs or gives any testimonial of character or other recommendation to or before any court, Board, Committee or quasi-judicial body without permission of the Chief of Police, or

- d. in the member's capacity as a police officer, writes, signs or gives any testimonial of character or other recommendation with the object of obtaining employment for any person, or of supporting an application for the granting of a license or permit of any kind, with the exception of their own licence or permit, or supplying information to anyone outside the Service concerning the character, reputation, ability or service of any member or ex-member without permission of the Chief of Police,

20.08 UNLAWFUL CONDUCT, that is, if a Member

is convicted of an indictable offence or any offence punishable on summary conviction under any Federal or Provincial statute in Canada, or under any statute of any other country that, if it had been committed in Canada, would constitute criminal conduct.

20.09 BREACH OF ANY OTHER ORDER OR INSTRUCTION OF THE CHIEF OF POLICE OR THE CITY OF WINNIPEG, that is, if a Member

- a. does anything not specifically provided for in Sections 18 or 20 in contravention of any Regulation, order or instruction of the Chief of Police, or
- b. fails to do anything not specifically provided for in Sections 18 or 20 and required to be done by any Regulation, order or instruction by the Chief of Police.

21. SERVICE DEFAULT PENALTIES

21.01 Any Member of the Police Service who commits a Service Default shall be liable to any one or any combination of the following penalties, which may include a period of remedial training:

- a. admonition
- b. written reprimand,
- c. loss of weekly leave,
- d. a fine,
- e. probation for a specified term,
- f. reduction in rank, classification and/or pay but retention of all seniority and pension rights previously held by the Member,

- g. ineligibility for promotion for a period of up to two (2) years,
- h. suspension without pay for a specified period of time,
- i. permitting the Member to resign forthwith, or
- j. dismissal.

22. SERVICE DEFAULTS MAY BE TREATED AS MINOR

22.01 At the discretion of the Chief of Police, any Service Default may be dealt with as a Minor Service Default and resolved by the Member's Division Commander in accordance with the Minor Service Default procedures.

**PART IV
PROGRESSIVE DISCIPLINE**

23. WHAT TO CONSIDER

23.01 When determining an appropriate penalty for a Minor Service Default or a Service Default, the following factors shall be considered:

- a. the facts and circumstances surrounding the Default,
- b. the Member's Service Record,
- c. penalties imposed for similar Defaults under similar circumstances,
- d. progressive discipline, and
- e. any other relevant factors.

24. MEMBER'S SERVICE FILE

24.01 When considering a Member's Service File, the following shall apply:

- a. a Member's entire Service File may be used to justify dismissal or suspension,

- b. Subject to (a), where a Member's service record has been free of Defaults for a five (5) year period commencing from the date that the last penalty was imposed, any Defaults prior to that time shall not be used,
- c. Subject to (a), any Commendations awarded will only be retained for a period of 5 years. Any Commendations prior to that time shall not be used.
- d. any Disciplinary Default as defined under The Law Enforcement Review Act if it forms part of the Member's service record.

PART V PUBLIC COMPLAINTS: PROCEDURE

25. POLICE CONDUCT: COMPLAINT CONCERNING

- 25.01 Any complaint made by a member of the public, which alleges a disciplinary default under the *Law Enforcement Review Act* shall be dealt with in accordance with the procedures as outlined in the *Act*.
- 25.02 Any complaint made by a member of the public, which alleges a disciplinary default not falling within the *Law Enforcement Review Act* shall be dealt with in accordance with procedures as outlined in these Regulations.
- 25.03 Every complaint by a member of the public shall be reported not later than thirty (30) days after the date of the alleged Default.
- 25.04 Where the Chief of Police finds it appropriate the Chief may extend the time for the filing of a complaint to a date not later than six (6) months after the date of the alleged Default.
- 25.05 Notwithstanding subsections 25.02 and 25.03, where an investigation discloses an alleged Default which was previously unknown, the Member may nevertheless be held accountable for same.

26. MEMBER: PUBLIC COMPLAINT MADE TO

- 26.01 Any complaint, whether it comes under The *Law Enforcement Review Act* or these Regulations, made to a Member on duty outside a station shall be recorded in such Member's note book and the complainant advised to call or attend the nearest police station to record their complaint with the Officer in Charge.

26.02 The Member receiving a complaint under subsection 26.01 will submit a report concerning the complaint to the Member's Division Commander immediately upon the Member's return to the station.

27. OFFICER IN CHARGE: COMPLAINT MADE TO

27.01 The statement of the complainant shall be accepted by the Officer in Charge of the Division where it is made. Under no circumstances shall a complainant be referred to another Division.

27.02 If the complainant declines or is unable to make a statement in writing, the Officer in Charge shall record in writing the reason why the complainant had not provided a written statement and submit a report to the Division Commander.

27.03 The Officer in Charge shall ascertain from the complainant whether the complainant is willing to substantiate the allegation before the Discipline Board, a Board of Arbitration or a Court of law.

**PART VI
MINOR SERVICE DEFAULT: PROCEDURE**

28. JURISDICTION

28.01 Subject to sub-section 19.02, Division Commanders shall have absolute jurisdiction on any Minor Service Default committed by a Member.

29. DIVISION COMMANDER: INVESTIGATION BY

29.01 If a Member is alleged to have committed a Default, the Division Commander will review the available information and determine whether the allegation falls within the Minor Service Default category and if the Division Commander so determines, this part shall apply.

29.02 If in the Division Commander's opinion, a Member may have information as a witness, the Division Commander has the right to direct that Member to submit forthwith a written report disclosing their knowledge.

29.03 When necessary, a citizen shall be interviewed by a Member holding the rank of Patrol/Detective Sergeant or higher.

29.04 The Division Commander will notify the Respondent in writing of the alleged Minor Service Default. The Respondent will be advised that he or she may provide, within four (4) of the Respondent's regularly scheduled working days, a written explanation or any further evidence.

30. DIVISION COMMANDER: RESPONDENT TO MEET WITH

30.01 The Division Commander will arrange a meeting with the Respondent as soon as practical but no later than ten (10) of the respondent's regularly scheduled working days from the notification as outlined in subsection 29.04.

31. DIVISIONAL COMMANDER: DECISION RENDERED BY

31.01 After considering all reports and anything submitted at the meeting, if, in the Division Commander's opinion, the Respondent has committed a Minor Service Default, the Division Commander shall:

- a. follow the procedure as outlined in Part IV to determine an appropriate penalty,
- b. impose a penalty listed in Section 19,
- c. explain the decision to the Respondent, both verbally and in writing, and
- d. submit all reports and relevant documents to the E.A.C.P.

32. DEPUTY CHIEF: APPEAL TO

32.01 The Respondent may appeal the decision made, the penalty imposed, or both, by submitting a written request within forty-eight (48) hours to the Division Commander.

32.02 The Division Commander, upon receiving the appeal, will immediately forward it along with all related reports to the Deputy Chief in charge of that member's area of responsibility.

33. DEPUTY CHIEF: RESPONDENT TO MEET WITH

33.01 The Deputy Chief will, within fourteen (14) days of receiving the reports, hold a meeting to be attended by the Division Commander and the Respondent who may be accompanied by a representative of the Association or legal counsel.

33.02 The Division Commander and the Respondent will be given an opportunity to explain their respective positions. The Deputy Chief will review the information and may:

- a. uphold the decision of the Division Commander, or
- b. reverse the decision of the Division Commander and exonerate the Respondent, or
- c. if applicable, amend the penalty.

33.03 The Deputy Chief will forward the decision in writing, within seven (7) days from the conclusion of the meeting held pursuant to section 33.01, to both the Respondent and Division Commander.

34. ARBITRATION:

34.01 If the Association disagrees with the Deputy Chief's decision on fault or penalty, the Association may, within thirty (30) days of the date of decision, submit a written request to the Chief of Police that the matter proceed to Arbitration in accordance with the provisions of the Collective Agreement.

35. SENIOR OFFICERS: PROCESS THE SAME FOR

35.01 Any Minor Service Default alleged to have been committed by a Senior Officer will be adjudicated by that Member's immediate Supervisor. Any decision made may be appealed to the Chief of Police who will follow the procedures outlined in this part. For the purpose of this section, the EACP's immediate supervisor will be the Deputy Chief/Support Services.

**PART VII
SERVICE DEFAULT: PROCEDURE**

36. COMPLAINTS: E.A.C.P.'s RESPONSIBILITIES

36.01 If a complaint alleges a Service Default, the Division Commander shall forward it in writing to the E.A.C.P. who will:

- a. review the complaint in consultation with a Deputy Chief and determine the appropriate course of action,

- b. in writing advise the Division Commander what action will be taken,
- c. notify the Chief of Police,
- d. where an investigation is warranted, provide instructions in writing to the Professional Standards Unit or, if necessary, to other Members of the Service chosen to conduct an investigation, and
- e. review all reports and ensure that any necessary investigation is completed without undue delay.

37. INVESTIGATION: PROFESSIONAL STANDARDS UNIT PROCEDURE

37.01 The Professional Standards Unit or any other Member of the Service investigating a Service Default will follow the appropriate policies and procedures of the Police Service and will submit a written report detailing their findings to the E.A.C.P.

38. E.A.C.P.: COMPLAINT CATEGORIZED BY

- 38.01 The E.A.C.P. will review all related reports and statements including any supplied by the Respondent and come to one of the following conclusions:
- a. **Improper Conduct:** The allegation appears to be substantiated and the action of the Respondent was in breach of a Regulation or Directive.
 - b. **Insufficient Evidence:** There is insufficient proof to confirm or to refute the allegation.
 - c. **Policy Failure:** The allegation is true, and although the action of the Respondent was inconsistent with Service policy, the incident revealed a need for a change in policy.
 - d. **Proper Conduct:** The allegation is true, but the action of the Respondent was not in breach of a Regulation or Directive.
 - e. **Unfounded Complaint:** The allegation is false.

39. E.A.C.P.: DECISION RENDERED BY

39.01 In the event of a decision under sub-section 38.01 b., c., d., or e., the E.A.C.P. will immediately notify the appropriate Deputy Chief and the Respondent. If the incident falls within sub-section 38.01 c., steps will be taken as soon as possible to correct the situation.

40. REVIEW PANEL

40.01 If, in the E.A.C.P.'s opinion, the facts determine a possibility of improper conduct on the part of the Respondent, the E.A.C.P. will form a Review Panel to determine the appropriate course of action.

41. REVIEW PANEL: MADE UP OF

41.01 The Review Panel will consist of the E.A.C.P. and two Senior Officers.

42. REVIEW PANEL: DUTIES

42.01 The Review Panel will review all related reports and determine whether the facts indicate a Service Default was committed.

43. REVIEW PANEL: DETERMINE PENALTY

43.01 If the Review Panel decides a Service Default was committed, they will recommend a penalty, based upon the factors in Part IV. Should the Review Panel feel the matter should be downgraded to a Minor Service Default, the E.A.C.P. will consult with the Chief who will determine if the matter will be dealt with as a Minor Service Default.

44. MINOR SERVICE DEFAULT: SERVICE DEFAULT CATEGORIZED AS

44.01 All Service Defaults placed in the Minor category shall be forwarded to the Respondent's Division Commander who shall deal with same as outlined in Part VI.

45. E.A.C.P.: DISCLOSURE BY

45.01 Subsequent to the penalty being recommended, the E.A.C.P. will, in writing, outline details of the alleged Service Default along with the penalty being sought by the Service. This documentation will be served on the Respondent by a Senior Officer, Division Commander or designate and a copy will be sent to the Association. Subsequently, upon request from the Respondent, additional information relating to the alleged default shall be provided including copies of:

- a. any operational police reports related to the incidents,
- b. any statements taken from civilians or Members of the Service in relation to the investigation,
- c. the Service Default form,
- d. the Member's Service Record,
- e. any other relevant documents.

45.02 Upon request from the Respondent, copies of the documentation referred to in Sec 45.01 will be provided to the Respondent's Association or Counsel.

45.03 The Service will allow the Respondent access to any relevant physical evidence.

46. RESPONDENT: INTENTIONS DECLARED BY

46.01 Within ten (10) days of being supplied with details of the alleged Service Default and the penalty sought as set out in Section 45, the Respondent must declare to the Division Commander or designate, in writing, whether the matter will be contested and if the matter is being contested, whether the Respondent disagrees with the allegation, the penalty or both.

47. RESPONDENT: DEFAULT NOT CONTESTED BY

47.01 If the Respondent chooses not to contest the matter, the E.A.C.P. will prepare a report outlining the allegation, along with the stated penalty, to the Respondent's Division Commander.

47.02 The Respondent shall be brought before the Division Commander where the penalty will be formally conveyed to the Respondent, both orally and in writing.

48. RESPONDENT: DEFAULT CONTESTED BY

48.01 Should the Respondent indicate an intention to contest the matter, the E.A.C.P. will notify the Chief, in writing, requesting the formation of a Discipline Board.

**PART VIII
DISCIPLINE HEARING: PROCEDURE**

49. DISCIPLINE BOARD (BOARD): FORMATION

49.01 The Chief of Police will establish a Discipline Board.

50. DISCIPLINE BOARD: PROCESS FOLLOWED BY

50.01 The Discipline Board may determine its own rules of procedure subject to the following:

a. Notice of Hearing

I. The E.A.C.P. shall fix a date, time, and place for a hearing in a timely fashion, which shall commence within six (6) months of the Respondent being supplied with details of the alleged Service Default and the penalty sought as set out in Section 43. The E.A.C.P. shall notify:

- a. the complainant,
- b. the Respondent,
- c. the Association, and
- d. the Discipline Board

of the date, time and place at least fourteen (14) days prior to the hearing.

b. Parties to Hearing

The Respondent and the Police Service shall be the parties to the hearing.

c. Standing Granted

The Discipline Board may on application in writing grant standing to a complainant or the appropriate Association for the purpose of these Regulations. Only the appropriate association is entitled to examine and receive copies of documents listed in Section 45.

d. In Camera

All Board hearings into the merits of a complaint shall be held in camera.

e. Right to Participate

The parties may call, examine and cross-examine witnesses and may be represented by counsel.

f. Member to Attend

A Member who is notified to attend a hearing, either before the Discipline Board or the Committee, shall attend and remain in attendance unless otherwise directed.

g. Hearing in Absence of Member

Where a Respondent who has been notified to attend a hearing fails to do so, the Board or the Committee may hear and determine the matter in the Respondent's absence.

h. Member Not Compellable

A Respondent is not compellable as a witness at the hearing.

i. Adjournments

A hearing may be adjourned from time to time if it appears that the interests of justice may better be served. Where a hearing is adjourned, the Chairperson, after consultation with the Board, shall fix a time and place for the continuation of the hearing and shall notify the parties.

j. Decision by Discipline Board

The Board will determine whether a Service Default has been committed and if so, the appropriate penalty as outlined in Section 21.

51. CHAIRPERSON OF THE BOARD: RESPONDENT NOTIFIED BY

51.01 The parties shall be advised by the Chairperson of the Board forthwith in writing of the Discipline Board's decision, the penalty imposed, if any, the right to appeal and the time limits for any such appeal.

51.02 Should the Respondent's Association disagree with the Discipline Board's decision on fault or penalty, the Association may, within 30 days of the date of the decision, submit a request for arbitration pursuant to the relevant Collective Agreement for the purpose of reviewing the Discipline Board's decision on fault or penalty.

52. DISCIPLINE BOARD: DISMISSAL RECOMMENDED TO CHIEF BY

52.01 Should the Discipline Board decide that the Respondent's dismissal is appropriate, they shall so recommend to the Chief of Police.

53. CHIEF: RECOMMENDATION ON DISMISSAL

53.01 Upon considering the Discipline Board's recommendation for dismissal, the Chief of Police shall:

- a. recommend to the Committee the dismissal of the Member, or
- b. impose a penalty pursuant to these Regulations.

53.02 The Committee, after considering the recommendation for dismissal by the Chief of Police as well as any new evidence or representations made, may:

- a. dismiss the Member, or
- b. exonerate the Member, or
- c. impose another penalty pursuant to these Regulations.

54. ARBITRATION: APPEAL TO

54.01 The decision of the Committee may be appealed by the Respondent's Association pursuant to the relevant Collective Agreement within thirty (30) days of the date of decision.

54.02 No penalty, other than a dismissal for cause, shall be administered pending the final disposition of any appeal.

55. NEW EVIDENCE

55.01 The Committee or the Board of Arbitration hearing a matter pursuant to these Regulations may in its discretion allow new evidence where it is satisfied that the new evidence could not, with reasonable diligence, have been obtained prior to the Discipline Board delivering its decision. In any event, no new evidence will be admitted unless it can be demonstrated that the Discipline Board's decision would have been materially altered had that evidence been admitted.

55.02 The party applying to have new evidence heard as provided for in Section 55.01 must give written notice to the Chairperson of the Committee or the Board of Arbitration at least seven (7) clear days before the date set for the hearing. The notice must set out the new evidence to be called, the date the new evidence became available and the intended significance of the new evidence.

56. COLLECTION OF FINES OR DAYS IN LIEU

56.01 The amount of any fine imposed shall be recovered by a deduction from wages as defined in the *Garnishment Act* of Manitoba and subject to the exemptions set out therein.

56.02 In the event the member leaves the Service and has not satisfied all penalties either in whole or in part, the Service may recover same from any monies due or owing to the member.

**PART IX
NOTIFICATION OF UNLAWFUL ACTS**

57. UNLAWFUL ACTS: COMMITTEE TO BE NOTIFIED

57.01 Upon being notified that a member has been charged with committing an unlawful act the Chief of Police, where deemed appropriate, shall give written notice as soon as practicable to the CAO Secretariat identifying:

- a. the name and section of the statute pursuant to which the charge has been laid, and

b. the name and rank of the Member,

57.02 The notice shall not contain any description of the facts pertaining to the alleged offence.

**PART X
SUSPENSION: PROCEDURE**

58. EXECUTIVE OFFICER: ADMINISTRATIVE LEAVE

58.01 On consultation with the Chief of Police, an Executive Officer may place any Member of lesser rank on Administrative Leave that the officer believes has committed a Service Default,

58.02 Notwithstanding 58.01, an Executive Officer may place any member on administration leave for such time as required when it is determined to be in the best interests of either the member or the Service.

59. EXECUTIVE OFFICER: REASONS FOR ADMINISTRATIVE LEAVE PROVIDED BY

59.01 The Executive Officer will orally advise the Member of the reasons for the Administrative Leave. A written explanation shall be provided to the Member by the Executive Officer within seventy-two (72) hours.

60. EXECUTIVE OFFICER: REPORT TO CHIEF BY

60.01 The Executive Officer placing the Member on Administrative Leave with pay will immediately complete and forward a written report to the Chief of Police outlining the incident and the actions taken.

61. CHIEF OF POLICE: DECISION REVIEWED BY

61.01 The Chief of Police will review the report and determine whether or not the Member should continue on Administrative Leave, be suspended with or without pay or be assigned alternative duties.

62. CHIEF OF POLICE: MEMBER NOTIFIED BY

62.01 The Chief of Police shall give the Member written notification of his decision.

63. CHIEF OF POLICE: SUSPENSION BY

63.01 The Chief of Police may authorize a suspension with or without pay until the date set for a meeting of the Committee as specified in the notice to the member.

63.02 The E.A.C.P. shall forthwith give written notice of the suspension to the CAO Secretariat advising of the name and rank of the Member who has been suspended and the effective date of the suspension, but such notice shall not contain any indication of the reasons for the suspension.

64. MEMBER: RESPONSIBILITIES UPON SUSPENSION

64.01 When suspended from duty, the Member shall turn in any authorized firearm, ammunition including speed loaders, magazines, warrant card, badge, handcuffs, baton, chemical deterrent spray, service keys and security access card, to the Officer in Charge of the Member's Division, or an officer as designated by the Chief of Police.

64.02 During the period of the suspension, the Member:

- a. shall not wear any clothing or use any equipment belonging to or identifying the Member as a Member of the Police Service except with the authorization of the Chief of Police, and
- b. shall not exercise any power or authority vested in the Member as a peace officer.

65. CHIEF OF POLICE: REINSTATEMENT OF MEMBER BY

65.01 The Chief of Police may, at any time prior to the matter being heard by the Committee, terminate the suspension and reinstate the Member on such terms and conditions as the Chief of Police considers appropriate which may include placing the Member in alternate employment with the Service.

66. COMMITTEE: DECISION OF

66.01 At its meeting, the Committee may:

- a. suspend the Member, with or without pay, and without considering the merits of the matter, or
- b. revoke the suspension.

67. ARBITRATION: APPEAL TO

67.01 A suspension by the Committee under Section 66 may be appealed within thirty (30) days of the date of the decision pursuant to the relevant Collective Agreement.

67.02 At the appeal, the Arbitrator shall determine whether the suspension was appropriate and may:

- a. continue the suspension with or without pay, or
- b. reinstate the Member with or without conditions which may include placing the Member in alternate employment with the Service.

68. DISCIPLINE BOARD: ADJUDICATION OF SERVICE DEFAULT BY

68.01 Following the Arbitrator's ruling on the suspension, the merits of the matter will be referred to a Discipline Board to adjudicate the alleged Service Default in accordance with these Regulations.

69. CHIEF OF POLICE: SUSPENSION PENDING DISMISSAL FOR CAUSE BY

69.01 Notwithstanding Sections 58 to 68 inclusive, the Chief of Police may, if there is cause, suspend a Member with or without pay until the next meeting of the Committee. Where he does so, the Chief of Police shall submit a written report to the Committee recommending that the Member be dismissed.

69.02 The Chief of Police or a designate shall give the Member written notification of the decision.

69.03 The Committee, after considering the evidence and any representations made, may:

- a. dismiss the Member, or
- b. exonerate the Member, or
- c. impose another penalty pursuant to these Regulations.

69.04 The Association may appeal the decision of the Committee to a Board of Arbitration within thirty (30) days of the date of the decision under the provisions of the relevant Collective Agreement.

PART XI TRANSITION

70.01 Any alleged default occurring prior to Council approval of these Regulations shall be governed by the Regulations in force at the time of the said offence.