

SOURCE	City	
EFF.	7/1/81	01
TERM.	9/13/81	31
No. OF EMPLOYEES	180	
NOBRE D'EMPLOYÉS	D. J.	

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\* 1988 - 1990 \*  
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\* COLLECTIVE AGREEMENT \*  
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\* BETWEEN \*  
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\* THE VANCOUVER POLICE BOARD \*  
\*  
\* AND \*  
\*  
\* THE VANCOUVER MUNICIPAL AND REGIONAL EMPLOYEES' UNION \*  
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1988-1990  
 COLLECTIVE AGREEMENT  
 BETWEEN THE  
 VANCOUVER POLICE BOARD  
 AND THE  
 VANCOUVER MUNICIPAL AND REGIONAL EMPLOYEES' UNION

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THIS AGREEMENT made and entered into as of 1 January 1988.

BETWEEN:

VANCOUVER POLICE BOARD

(hereinafter called "the Employer")

OF THE FIRST PART

AND:

VANCOUVER MUNICIPAL AND REGIONAL EMPLOYEES' UNION

(hereinafter called "the Union")

OF THE SECOND PART

WHEREAS:

- A. The Employer is an employer within the meaning of the "Industrial Relations Act" being Chapter 212 of the revised Statutes of British Columbia, 1987;
- B. The Union is the bargaining agent for the employees in a unit composed of employees of the Employer excepting:
  - (a) members of the Vancouver Police Force including those qualified to become members of the Vancouver Police Union or Vancouver Police Officers' Association;
  - (b) Secretary to the Chief Constable;
  - (c) Secretary to the Secretary of the Employer.

THIS AGREEMENT shall constitute the wages and working conditions for the employees so certified.

1. DEFINITIONS

The following terms defined in this Clause unless otherwise specifically provided herein, shall have for the purposes of this Agreement the meanings hereinafter specified and replace all existing definitions:

- (a) "Regular Full-Time Employee" means an employee who is employed on a full-time basis for 35, 37-1/2, 40 or such other number of weekly hours as is recognized in this Agreement as normal for a particular class of positions, for an indefinite period of time.
- (b) "Temporary Full-Time Employee" means an employee who is employed on a full-time basis for 35, 37-1/2, 40 or such

other number of weekly hours as is recognized in this Agreement as normal for a particular class of positions, for a definite and limited period of time (which may be extended or curtailed by circumstances which could not be foreseen at the time of hiring).

- (c) "Regular Part-Time Employee" means an employee who is employed on a regular part-time schedule of weekly hours which are less than the number constituting full-time employment for a particular class of positions, for an indefinite period of time.
- (d) "Auxiliary Employee" means an employee other than an employee defined in Clauses 1(a), 1(b) and 1(c).
- (e) "Employment Pool" means those employees of the City of Vancouver, the Board of Parks and Recreation of the City of Vancouver and the Vancouver Police Board for whom the Union is the bargaining authority.

Wherever the singular or masculine is used in this Agreement the same shall be deemed to include the plural or the feminine wherever the context **so** requires.

## 2. TERM OF THE AGREEMENT

This Agreement shall be for a term of three (3) years with effect from 1 January 1988 to 31 December 1990, both dates inclusive.

If no agreement is reached at the expiration of this Agreement and negotiations are continued, this Agreement shall remain in force up to the time an agreement is reached or until negotiations are discontinued by either party.

It is understood and agreed between the Employer and the Union that the operation of Subsection (2) of Section 66 of the Industrial Relations Act is hereby excluded from and shall not be applicable to this Agreement.

## 3. UNION SECURITY

All present employees who are now members of the Union shall remain members of the Union. All persons employed on or after 1 January 1974, shall become members of the Union by the pay period immediately following completion of thirty (30) calendar days of employment. All such employees shall remain members of the Union as a condition of employment provided that no employee shall be deprived of employment by reason of loss of membership in the Union for reasons other than failure to pay the regular Union dues that all other members of the Union are required to pay to the Union.

All employees covered by the Union's Certificate of Bargaining Authority shall pay a monthly fee to the Union equal to the Union's monthly dues, such payment to be made by payroll deduction. This deduction shall become effective on the first day of the month coincident with or next following the date of appointment, but the deduction shall be made only if the employee is still in the employ of the Employer on the final day of the first pay period in that month. Deductions shall be made in respect of all subsequent months provided an employee works any part of the month. These arrangements shall remain in effect for so long as the Union remains the recognized bargaining authority.

4. REMUNERATION

4.1 Salary Schedule

- (a) The scale of remuneration set out in Schedule "A" shall apply during the term of this Agreement. Any changes in salary rates or **the** classifications as outlined in Schedule "A" shall not be put into effect until the Union Business Manager and the Bargaining Committee of the Union have been consulted.
- (b) Clerks in the Police Department who normally work a five and one-half (5-1/2) day week including every Saturday morning, shall receive two additional pay grades or thirty dollars (\$30.00) per month, whichever is the greater.
- (c) Where anomalies as submitted during negotiations are not concluded to the satisfaction of both parties then they will give consideration to the submitting of **such** anomalies to a board of arbitration as constituted under Clause 12.3.

4.2 Shift Differential

The employees in the classes noted below shall have the benefit of the following provisions:

- (a) the classes of work for which shift differentials were paid under the Collective Agreement made between the Employer and the Union and dated **as** of January 1, 1979,
- (b) any other positions by mutual agreement of the Employer and the Union,

shall be paid a shift differential of 60¢ per hour for all regular hours worked more than one hour on either side of the normal hours of work as defined in Clause 10.1(b), provided that where the majority of an employee's regular hours of work fall outside the period described above, the shift differential shall apply to the entire shift.

#### 4.3 Hiring Above First Step in the Salary Range

If a new employee is hired above the first step in the salary range and the Employer does not wish to adjust the salary for one or more present employees in the class who are in the same department (or in the same division in the case of the larger departments), the Employer will discuss the matter with the Union and, with the Union's consent, such adjustment or adjustments need not be made.

#### 4.4 Effective Date for Individual Adjustments

Individual pay adjustments arising from periodic increments, reclassifications, re-evaluations and promotions (but not for acting in a higher capacity) are to commence at the beginning of the bi-weekly pay period the first day of which is nearest the calendar date of the pay adjustment. This Clause is not intended to interfere with the provisions of Clause 5.

#### 4.5 Derivation of Bi-Weekly Rates for Salaried Employees

The monthly salaries set forth in Schedule "A" shall be the basis for the application of *any* general salary increases. The formula for converting the monthly salaries to hourly and bi-weekly rates is as follows:

$$\frac{\text{Monthly Rate} \times 12}{26.089 \times \text{bi-weekly hours}} = \text{hourly rate (taken to 4 decimal places)}$$

$$\text{hourly rate (taken to 4 decimal places)} \times \frac{\text{bi-weekly hours}}{\text{hours}} = \text{bi-weekly rate (taken to 2 decimal places)}$$

The resultant hourly and bi-weekly rates are the pay rates to which salaried employees are entitled. The monthly salaries shall be calculated to the nearest dollar. (e.g. 50¢ or more shall be increased to the next highest dollar and **less** than 50¢ shall not be counted.)

#### 4.6 Wages and Benefits of Regular Part-Time Employees and Auxiliary Employees

Wages and benefits for Regular Part-Time Employees and Auxiliary Employees are described in Schedule "B" annexed hereto.

#### 4.7 Court Time Schedule

Where an employee in the course of his employment appears as a witness in a Court to give evidence (for the purposes of this Agreement the word "Court" includes Provincial Court, Traffic Court, Coroner's Court, County Court, Supreme Court and interview with the Prosecutor in preparation of cases), then the following provisions shall apply:



(a) If an employee appears in a Court at any time other than during his regular working hours he shall be entitled to overtime in accordance with Clause 7 and the following schedule:

(i) For attendance at Court while on Afternoon Shift (3rd Relief):

Morning Session - four hours  
 Afternoon Session - three hours

(ii) For attendance at Court while on Midnight Shift (1st Relief):

Morning Session - six hours  
 Afternoon Session - four hours

except that if an employee attends Court at an Afternoon Session only, he shall be allowed six hours' time off instead of four hours. For the purpose of calculating overtime allowance, all shifts finishing later than 12:15 a.m. shall be considered Midnight Shift (1st Relief).

(iii) For attendance at Court on day off:

Morning Session - eight hours  
 Afternoon Session - six hours

except that if an employee attends Court at an Afternoon Session only, he shall be allowed eight hours' time off instead of six hours.

(iv) If an employee is compelled to attend Court while on his annual leave, compensation therefor will be on the basis of sixteen (16) hours for each day or part of a day of required attendance.

(v) Where an employee is required to attend a Morning Session of a Court and to remain in attendance at that Court after 1:00 p.m., but is not required to attend an Afternoon Session of a Court on the same day, then in addition to the time off allowed for attending at the Morning Session as hereinbefore provided, he shall be entitled to further time off of one (1) hour. If the employee requests to be paid for the additional hour in lieu of time off he shall be paid a sum equal to one (1) hour at straight time.

(vi) Where an employee is required to attend at a 9:30 a.m. Court and also to attend a further Morning Session of a Court on the same day, then in addition to the time off allowed for attending at a Morning Session as hereinbefore provided, he shall be entitled to further time off of one (1) hour. If

the employee requests to be paid for the additional hour in lieu of time off, he shall be paid a sum equal to one (1) hour at straight time.

- (vii) When an employee detailed for the Midnight Shift is required to attend Court, he shall, when practicable, be granted the night off prior to attending Court. If attendance of such an employee is not required at the Afternoon Session, having already been granted eight (8) hours off, two (2) hours will be deducted from his accumulated overtime. When it is not practicable to grant an employee time off prior to attending Court and he is required to attend Morning and Afternoon Sessions, he shall notify his immediate supervisor prior to 5:00 p.m. when he will be allowed the same night off.
- (viii) When an employee detailed for the Afternoon Shift is required to attend both Morning and Afternoon Sessions of Court, such attendance when practicable shall be deemed to be his tour of duty. Failing this arrangement, he shall be granted overtime in accordance with the schedule as set out herein.
- (ix) Court slips issued for attendance at any Court shall be endorsed "not valid after seven (7) days of the date of issue".
- (x) Where an employee who has been scheduled to attend Court during his weekly leave subsequently is advised that his attendance will not be required, then unless the employee receives at least fifteen (15) hours' notice that his attendance is not required, he shall be allowed time off equivalent to one-half (1/2) of **the** minimum amount he would have been allowed had he attended; provided that, if an employee has been scheduled to attend Court at more than one session on any one day of his weekly leave, and attends Court on that day, then no time off shall be allowed under this Section 4.7(x) notwithstanding that he receives less than fifteen (15) hours' notice that he is not required to attend one or more scheduled sessions. For the purpose of this Section 4.7(x), weekly leave shall be deemed to commence forthwith upon completion of a regular weekly tour of duty and shall be deemed to end upon commencement of the next regular weekly tour of duty.
- (xi) Where an employee who has been scheduled to attend Court during his annual vacation is subsequently advised that his attendance will not be required, then unless the employee is advised prior to the commencement of his annual vacation that his attendance is not required, he shall be allowed time off

equivalent to one-half (1/2) of the minimum amount he would have been allowed had he attended. For the purpose of this Section 4.7(xi), annual vacation shall be deemed to commence forthwith upon completion of the last regular daily tour of duty prior to the annual vacation and shall be deemed to end upon commencement of the first regular daily tour of duty following completion of the annual vacation.

- (b) All witness fees, if any, received by an employee for appearing in a Court shall be paid to the Employer.

## 5. PAY FOR ACTING SENIOR CAPACITY

On every occasion that an employee is temporarily required to accept the responsibilities and carry out the duties incident to a position covered by **this** Agreement which is senior to the position which he normally holds, he shall be paid for every day that he carries out the duties of the senior position at the minimum rate in the scale for such senior position, except where the salary received in his own position is equal to, or exceeds, the minimum of the senior position in which case he shall receive the next higher rate in the pay range of the senior position.

Appointments of employees to a level of higher responsibility must be authorized in writing by the head of the Department.

## 6. SPECIAL ALLOWANCES

Transportation for positions requiring the employee to travel on the Employer's business will be paid in the form of a Metro Transit Operating Company **bus** fare or mileage allowance or use of an Employer's car as determined by the Employer.

## 7. OVERTIME, CALLOUT, STANDBY, MEAL PERIODS AND MEAL ALLOWANCES

### 7.1 Overtime

- (a) Every employee who is required to work overtime shall at the time of working such overtime elect whether to be paid for it or receive compensating time off in lieu thereof.
- (b) Regular Full-Time Employees and Temporary Full-Time Employees shall be entitled to overtime compensation for all overtime worked:
- (i) immediately following the employee's regular shift;
  - (ii) immediately preceding the employee's regular shift consequent upon an oral or written notice given prior to the end of the employee's previous shift;

- (iii) at any other time than at the times set forth in items (i) or (ii) of this Clause 7.1(b) consequent upon an oral or written notice given prior to the end of the employee's previous shift.
- (c) Regular Full-Time Employees and Temporary Full-Time Employees who elect to be paid for overtime worked shall be paid for the performance of overtime work scheduled by the Employer under Clause 7.1(b) at the following overtime rates:
- (i) time and one-half the regular rate of pay for the first two (2) hours of overtime worked immediately preceding or immediately following an employee's regular shift on any regular working day of the employee;
  - (ii) double the regular rate of pay for all overtime in excess of the first two (2) hours thereof worked immediately preceding or immediately following an employee's regular shift on any regular working day of the employee;
  - (iii) double the regular rate of pay for all overtime worked at any other time than at the times set forth in items (i) or (ii) of this Clause 7.1(c).
- (d) **An** employee who elects to receive compensating time off in lieu of being paid for overtime shall be credited with compensating time off equivalent to the number of hours for which he would have been paid for the overtime **so** worked at the rate or rates of pay in effect at the time such overtime was worked. (Such overtime shall be calculated in the manner set forth in Clauses 7.1(b) and 7.1(c).) **An** employee shall not take any compensating time off to his credit without first receiving the approval of his Department Head or the authorized representative of his Department Head, provided however that if he does not receive all of his compensating time off by 31 August of the year next following the year in which he worked the overtime entitling him to such compensating time off, or prior to leaving the service of the Employer for any reason (whichever event occurs first), the employee shall be paid in cash for the overtime for which he received no compensation at the rate or rates of pay in effect at the time such overtime was worked.

## 7.2 Callout

The following provisions shall apply to Regular Full-Time Employees and Temporary Full-Time Employees:

- (a) **An** employee who is called back to work by the Employer at any time after he has completed his regular shift, except where such employee is required to work overtime as a consequence of an oral or written notice given prior to the end of the employee's previous shift as provided in Clause

7.1(b), shall be paid at the rate of double his regular rate of pay for the time actually worked and in addition thereto he shall be paid one (1) hour at double his regular rate of pay for travelling time to and from home. Except as otherwise provided in Clause 7.2(b) an employee who is called back to work under this Section 7.2 shall be paid a minimum of three (3) hours (the minimum includes one (1) hour for travelling time) at double his regular rate of pay.

- (b) If, after a callout, an additional call or calls are made upon the employee before the expiry of the minimum three (3) hour period or before he arrives home, whichever shall last occur, the additional call or calls shall not qualify the employee for an additional minimum three (3) hour period or periods but the employee shall be paid at double his regular rate of **pay** for the time actually worked and an additional one (1) hour at double his regular rate of pay for travelling time to and from home. Where two (2) separate calls are completed by an employee within a three (3) hour period the employee shall be paid at double his regular rate of pay for a minimum of four (4) hours (the minimum includes two (2) hours for travelling time).

### 7.3 standby

The following provisions shall apply to all employees:

- (a) Employees who stand by for a call to work between the end of a normal day shift on the first day of work in a normal work week as defined in Clause 10.1 (excluding public holidays) and the commencement of a normal day shift on the last day of work in the normal work week shall be paid one (1) hour's pay at the employee's regular rate of pay for each period of eight (8) hours that the employee stands by, in addition to any callout pay to which he may be entitled under Clause 7.2.
- (b) Employees who stand by for a call to work at any time except employees who stand by for a call to work under Clause 7.3(a) shall be paid one (1) hour's pay at the employee's regular rate of pay for each period of six (6) hours that the employee stands by in addition to any callout pay to which he may be entitled under Clause 7.2.
- (c) Where the period of time which an employee stands by under this Clause 7.3 exceeds a multiple of six (6) hours or eight (8) hours (as the case may be) the employee shall be paid one (1) hour's pay at the rate provided in this Clause 7.3 for the remainder of the standby time unless the remainder is not more than one-half (1/2) of the standby period of six (6) hours or eight (8) hours (as the case may be) in which event the amount payable to the employee for the remainder shall be one-half (1/2) hour's pay at the rate provided in this Clause 7.3.

#### 7.4 Meal Periods

(a) Employees shall receive meal provisions as follows:

(i) During Overtime

Upon completion of two (2) continuous hours of overtime work immediately preceding or immediately following an employee's regular shift, the employee becomes entitled to a paid meal break of a one-half (1/2) hour which the Employer may permit to be started at any time within the two (2) hour period but, except in an emergency, no later than the end of two (2) hours.

(ii) During Call-Outs and Pre-scheduled Overtime

Upon completion of three and one-half (3-1/2) continuous hours of call-out work or pre-scheduled overtime work, occurring at any other time than immediately preceding or immediately following an employee's regular shift, an employee becomes entitled to a paid meal break of a one-half (1/2) hour which the Employer may permit to be started at any time within the three and one-half (3-1/2) hour period but, except in an emergency, no later than the end of the three and one-half (3-1/2) hours.

(iii) During Overtime, Call-Outs and Pre-scheduled Overtime

Upon the completion of each succeeding three and one-half (3-1/2) continuous hours of call-out work or overtime work, the employee shall be given another paid meal break of one-half (1/2) hour which, except in an emergency, shall be taken at the end of each three and one-half (3-1/2) hour work period.

(b) For each meal break given to an employee under this Article 7.4(a)(i), (ii), or (iii) the employee shall be paid one-half (1/2) hour of pay at double the employee's regular rate of pay.

(c) Where by reason of an emergency it is not feasible to give a meal break at the designated time under this Article 7.4(a)(i), (ii), or (iii), it shall be taken as soon as practicable and in addition the Employer shall be responsible for supplying a reasonable form of nourishment during the course of the work at such time as the employee would have been otherwise entitled to a paid meal break. The supplying of nourishment by the Employer does not disqualify the employee from receiving the appropriate meal allowance under Article 7.5 of this Agreement.

#### 7.5 Meal Allowances

Employees shall receive meal allowance provisions as follows:

(a) The Employer shall not be responsible for supplying nourishment to employees except as provided in Article 7.4(c) of this Agreement.

(b) Reimbursement of meal expenses will be introduced according to the following scale and with reference to the paid meal breaks set out in Article 7.4, it being clearly understood that continuous periods of time must be worked to qualify both for the paid meal break and the following meal allowances:

- (i) Overtime immediately preceding or immediately following a regular shift: \$7.50 at the first break; and \$2.50 at each succeeding break;
- (ii) Call-Out: \$7.50 at the first break and \$2.50 at each succeeding break;
- (iii) Pre-scheduled Overtime other than immediately preceding or immediately following an employee's regular shift where an employee is notified prior to the end of the preceding day that overtime is likely to last at least four hours: nothing at the first break, \$7.50 at the second break; and \$2.50 at each succeeding break.

**N.B.** No receipts will be required, but payments are required to be treated **as** taxable income.

## 8. VACATIONS AND PUBLIC HOLIDAYS

### 8.1 Vacations

Paid annual vacation for all persons covered by this Agreement shall be allowed as follows:

- (a) Employees leaving the service in less than twelve (12) months from the date of appointment shall be granted vacation pay in accordance with Part 4 of the Employment Standards Act.
- (b) In the first part calendar year of service, vacation will be granted on the basis of one-twelfth (1/12) of ten (10) working days for each month or portion of a month greater than one-half (1/2) worked by December 31st.
- (c) During the second up to and including the ninth calendar year of service—fifteen (15) working days.
- (d) During *the* tenth up to and including the seventeenth calendar year of service—twenty (20) working days;
- (e) During the eighteenth up to and including the twenty-fifth calendar year of service—twenty-five (25) working days; and
- (f) During the twenty-sixth and all subsequent calendar years of service—thirty (30) working days;
- (g) Employees who leave the service after completion of twelve (12) consecutive months of employment shall receive vacation for the calendar year in which termination occurs on the

basis of one twelfth (1/12) of their vacation entitlement for that year for each month or portion of a month greater than one-half (1/2) worked to the date of termination.

**PROVIDED THAT**

- (h) "calendar year" for the purposes of this Agreement shall mean the twelve-month period from January 1st to December 31st inclusive.
- (i) In all cases of terminations of service for any reason, adjustment will be made for any overpayment of annual vacation.
- (j) Employees leaving on superannuation, or upon leaving on reaching maximum retirement age, are entitled to vacation as follows:
  - if retiring prior to April 1st, they receive half of the usual annual vacation;
  - if retiring April 1st or later, they receive the full annual vacation.
- (k) **An** employee who is entitled to annual vacation of twenty (20) working days or more in any year:
  - (i) shall take at least fifteen (15) working days of such annual vacation during the year in which he earns the same, and
  - (ii) may defer the taking of **any** part of such annual vacation in excess of fifteen (15) working days; provided however that the maximum deferred vacation which an employee may accumulate at any one time pursuant to this Clause 8.1(k) shall be twenty (20) working days.
- (l) **An** employee's start date shall not be adjusted **as** a result of a leave of absence. However, his annual vacation shall be adjusted in accordance with Clause 9.10(c).
- (m) Early Retirement

Effective 1988 January 01, an employee entitled to twenty-five (25) or more days of annual vacation shall be entitled to defer up to five (5) days per year of his vacation into an Early Retirement Bank. **An** employee entitled to thirty (30) or more days of annual vacation shall be entitled to defer **up** to ten (10) days per year of his vacation into an Early Retirement Bank. Such deferred vacation may only be taken immediately prior to retirement. The Employer may, at its sole discretion, permit an employee to use such banked vacation under other circumstances.



## 8.2 Supplementary Vacation

Each employee shall be entitled to five (5) working days of supplementary vacation, in addition to the annual vacation to which he is entitled under Clause 8.1 upon commencing his eleventh, sixteenth, twenty-first, twenty-sixth, thirty-first, thirty-sixth, forty-first or forty-sixth calendar year of service. It is understood between the parties that each employee shall become entitled to his or her supplementary vacation under this Clause 8.2 on the first day of January in the year in which he qualifies for such supplementary vacation. **An** employee shall retain his supplementary vacation entitlement notwithstanding that such employee's employment is terminated prior to the end of the period to which the entitlement applies. (**An** explanatory note **and** table is annexed hereto as Schedule "C" for the purposes of clarification.)

## 8.3 Public Holidays

- (a) Subject to Clause 8.3(b) and 8.3(c) the employees shall be entitled to a holiday with pay on the following public holidays, namely: New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and any other day appointed by the City Council to be a civic holiday.

PROVIDED THAT:

- (i) whenever one of the aforementioned public holidays falls on a Saturday or a Sunday and the Government of Canada and the Government of the Province of British Columbia or either of them proclaim that such public holiday be observed on a day other than Saturday or Sunday then the day **so** proclaimed shall be read in substitution for such public holiday but if there is no such proclamation by either of such governments or the proclamations of such governments do not proclaim the same **day** for the observance of such public holiday then the City Council shall designate either the Friday immediately preceding such public holiday or the Monday immediately following the same as the day to observe such public holiday and the employees shall be entitled to a holiday with pay in lieu of such public holiday on the day **so** designated, or pay the employees in lieu of such public holiday at their respective regular rates of pay:

EXCEPT THAT:

whenever Christmas Day and Boxing Day fall on Saturday and Sunday respectively and the Government of Canada and the Government of the Province of British Columbia or either of them proclaim that such public holidays be observed on two (2) days other than Saturday and Sunday

then the days so proclaimed shall be read in substitution for such public holidays but,

if there is no such proclamation by either of such governments in respect of one of such public holidays then the City Council shall designate either the Friday immediately preceding such public holiday or the Monday immediately following the same as the day to observe such public holiday and the employees shall be entitled to a holiday with pay in lieu of such public holiday on the day **so** designated, or pay the employees in lieu of such public holiday at their respective regular rates of pay,

if there is no such proclamation by either of such governments in respect of both of such public holidays, then the employees shall be entitled either to a holiday with pay in lieu of Christmas Day on the Friday immediately preceding Christmas Day and a holiday with pay in lieu of Boxing Day on the Monday immediately following Boxing Day, or pay in lieu of such public holidays, or either of them, at their respective regular rates of pay at the option of the City Council.

- (ii) notwithstanding anything contained in this Clause 8.3(a) whenever one of the aforementioned public holidays, other than Christmas Day and Boxing Day, fall on a Saturday or Sunday, instead of having all the employees observe the public holiday on the same day the City Council may declare both the Friday immediately preceding such public holiday and the Monday immediately following the same for the observance of such public holiday and such of the employees as shall be designated by the City Council in such declaration shall be entitled to a holiday with pay in lieu of such public holiday on the Friday named by the City Council and the remainder of the employees shall be entitled to a holiday with pay in lieu of such public holiday on the Monday named by the City Council.
- (b) Subject to Clause 8.3(c), the following provisions shall apply to the employees hereinafter specified whose duties normally require them to work on public holidays or on scheduled shift work:
  - (i) if an employee whose duties normally require him to work on public holidays or on scheduled shift work (but not including an employee who regularly works on day shift from Monday to Friday inclusive) is required to work on any public holiday as provided for in Clause 8.3(a) which falls on or is observed on any day from Monday to Friday inclusive, he shall be paid his regular pay for the holiday and in addition thereto he shall be entitled to compensating time off equivalent

to one and one-half (1-1/2) times the number of hours worked on that public holiday or pay in lieu of such compensating time; these holidays will apply to the employees aforesaid who are on weekly or annual leave but not if such employees are off duty without pay;

- (ii) if such employee is required to work on the day off given to him in lieu of a public holiday, pursuant to the provisions of this Clause 8.3(b), then in lieu of such holiday he shall be paid his regular pay for the holiday plus double the hourly rate of pay of the employee computed on the basis of his normal working hours for the hours worked on such day off;
  - (iii) time worked on a public holiday or on the day off given to the employee in lieu of a public holiday pursuant to the provisions of this Clause 8.3(b), shall not be treated as overtime except as provided in Clauses 7.1 (a), 7.1(b) and 7.1(c);
  - (iv) for the purposes of this Clause 8.3(b) a public holiday does not include a holiday declared by the Employer pursuant to clause 8.3(a)(ii) unless the employee is entitled to that holiday with pay in lieu of a public holiday.
- (c) Whenever a public holiday defined in Clause 8.3(a) falls on a Saturday or Sunday and is observed on any day from Monday to Friday, the day on which such holiday is observed shall, for the purposes of those employees referred to in Clause 8.3(b), be deemed to be a public holiday and if such employees work on the Saturday or Sunday they shall not be entitled to public holiday premium pay for work on either of those days.

Notwithstanding anything contained in Clause 8.3(a) or 8.3(b) prior to the beginning of any calendar year the Employer and the Union may agree that whenever a public holiday defined in Clause 8.3(a) falls on a Saturday or Sunday those employees referred to in Clause 8.3(b) shall be paid public holiday premium pay for working on the Saturday or Sunday but such employees shall be paid public holiday premium pay only once for the same holiday.

For the purposes of this Clause 8.3(c) "public holiday premium pay" means the equivalent compensation paid to employees referred to in Clause 8.3(b) for working on a public holiday defined in Clause 8.3(a) which falls on or is observed on any day from Monday to Friday.

- (d) **An** employee (except an employee governed by Clause 8.3(b)) who is required to work on a public holiday defined in Clause 8.3(a) which falls on or is observed on any day from Monday to Friday inclusive shall be paid his regular pay for the said holiday plus double the hourly rate of pay of the

employee computed on the basis of his normal working hours for the hours worked on the holiday.

For the purposes of this Clause 8.3(d) a public holiday does not include a holiday declared by the Employer pursuant to Clause 8.3(a)(ii) unless the employee is entitled to that holiday with pay in lieu of a public holiday.

#### 8.4 Leave of Absence in Lieu of Service Pay

- (a) Subject to Clause 8.4(c), every employee who was in receipt of service pay as of December 31, 1977, shall be granted annually effective January 1, 1978, one (1) day of leave of absence at his regular rate of pay for each five dollars (\$5.00) of monthly service pay which he was receiving on December 31, 1977.
- (b) Subject to Clause 8.4(c) an employee who was in receipt of service pay as of December 31, 1977, and by his length of service would have progressed to the next level of service pay entitlement during the year 1978, shall be granted annually one (1) additional day of leave of absence at his regular rate of pay effective January 1, 1979.
- (c) **An** employee who is entitled to paid leave of absence under **this** Clause 8.4 and is subsequently promoted or reclassified, shall cease to be entitled thereto on and after the date of such promotion or reclassification; provided however, that an employee who is promoted or reclassified after January 1, 1978, or the first day of January in any subsequent year shall be granted the number of days of paid leave of absence to which he would have been otherwise entitled but for such promotion or reclassification for the year in which the promotion or reclassification occurs.

### 9. EMPLOYEE BENEFITS

It is hereby agreed that the employee benefits contained herein shall be continued for the term of the Agreement.

#### 9.1 Benefit Administration

Subject only to the Letter of Understanding attached as Schedule 17 to the Joint Memorandum of Agreement dated 1986 June 17, the Employer has the sole responsibility for all aspects of the administration of the health and welfare benefit plans.

#### 9.2 Medical Coverage

##### (a) Medical Services Plan

Employees who are Regular Full-Time Employees or Temporary Full-Time Employees and have completed six months' continuous

service shall be entitled to be insured under the Medical Services Plan established under the Medical Services Act of British Columbia with the Employer paying sixty percent (60%) of the premium and the employees paying forty percent (40%) of the premium.

(b) Extended Health Care Plan

Employees who are Regular Full-Time Employees or Temporary Full-Time Employees and have completed six months' continuous service shall be entitled to be insured under the Extended Health Care Plan (including the eye vision care option) with the Employer paying sixty percent (60%) of the premium and the employees paying forty percent (40%) of the premium.

9.3 Group Life Insurance

Temporary Full-Time Employees who have completed six (6) months' continuous service and Regular Full-Time Employees shall be insured under a group life insurance policy which has been taken out by the Employer on behalf of the employees. The group life insurance policy includes among other benefits coverage for each of such employees in an amount equal to one and one-half (1-1/2) times the employees' basic annual salary which shall be computed to the next highest \$1,000.00 subject to the terms and conditions of the group life insurance policy. The Employer shall pay sixty percent (60%) and the active employees shall pay forty percent (40%) of the premiums.

9.4 Sick Leave and Gratuity Plan

Regular Full-Time Employees and Temporary Full-Time Employees shall be entitled to the benefits of the Accumulative Sick Leave and Gratuity Plan as follows:

A. Sick Leave

1) Sick Pay Plan

A Sick Pay Plan based on the following, shall apply to all employees:

- (a) No sick leave with pay shall be granted except after six (6) months' continuous service in the employ of the Employer.
- (b) Sick leave of 10 working days shall be credited semi-annually on June 30th and December 31st commencing with the completion of the first six months of service at which date 10 working days' credit shall be given.
- (c) Sick leave entitlement at a given date shall be the accumulated credit at the last semi-annual date less any sick leave with pay taken subsequent to that date.

NOTE: When sick credits are exhausted, no further credits are posted to employee's record unless he returns to duty for at least 5 consecutive working days.

- (d) Sick leave for Regular Part-Time Employees after six months' service shall be in the same proportion as the time worked.
- (e) When sick leave is earned for a period of less than six months, a month shall be equivalent to a credit of 1-1/2 days and no credit shall be given for a part of a month.
- (f) Sick leave may be accumulated to a maximum of 261 working days.
- (g) A deduction shall be made from accumulated sick leave credit of all working days absent with pay due to illness except those resulting from an accident on the job for which the employee is covered by Workers' Compensation payments.

Deductions shall be made if the injury is not covered by Workers' Compensation solely because time absent is less than the qualifying period. Note: See Clause 9.4B(2) of this Schedule for non-effect on gratuity benefits.

NOTE: A deduction of 1/2 day will be made for late arrivals or early departure, due to illness, of over 2 hours.

- (h) Any person requesting sick leave with pay may be required to produce a certificate from a duly qualified medical practitioner licensed to practice in the Province of British Columbia certifying that such person is unable to carry out his duties due to illness.
- (i) Full sick leave credits will be given for absence in the following circumstances:
  - (a) Accident on job (Workers' Compensation Case)
  - (b) Leave due to illness, either with or without pay
  - (c) Leave for active service in Armed Forces.
- (j) Notwithstanding the foregoing, Regular **Full-Time** Employees who have completed thirty (30) calendar days of continuous service and Temporary Full-Time Employees who have been hired to work for a term of six (6) months or more and have completed thirty (30) calendar days of continuous service shall be entitled to an advance of not more than five (5) days of sick leave with pay; provided that if any of such employees have been advanced sick leave with pay under this Clause and leave the service of the Employer for any reason prior to the completion of

six (6) months of continuous service, the advanced payment shall be repaid to the Employer by deduction from *the* employee's pay cheque.

2) Employees Transferred to Inside Staff

Such employee shall be given the same credit as member of the Inside staff, i.e., the initial accumulated net credit, at date of transfer, shall be determined by a summarization of the attendance records for the preceding six (6) years.

3) Workers' Compensation and Sick Leave Payments

- (1) Where an employee suffers from a disease or illness or incurs personal injury (which disease, illness or injury is hereinafter called the "disability") and he is entitled to time loss compensation therefore under the Workers' Compensation Act, he shall not be entitled to use his sick leave credits for time lost by reason of any such disability.
- (2) All monies received by an employee by way of compensation for loss of **wages** under the said Act shall be paid to the Employer in return for which the Employer shall pay the employee the full amount of his wages to which he would have been otherwise entitled but for a disability suffered or incurred by him, aforesaid, subject to paragraph 4.
- (3) Where an employee is paid his wages by the Employer while he is absent from his employment by reason of any disability other than one for which he would be entitled to receive Workers' Compensation benefits, and the employee subsequently recovers such wages or any part thereof from any source, then the employee shall pay the amount **so** recovered to the Employer. Upon the Employer receiving such amount it shall credit the employee paying the same with the number of days of sick leave proportionate to the amount **so** recovered, and in addition thereto the number of days which he would have earned under the Gratuity Plan during the period of the disability but for such disability.
- (4) Salaried employees under Workers' Compensation Allowance will be paid full salary for a maximum of one year plus the equivalent of the accumulated sick leave credit. The sick leave credit would be charged with the time in excess of one year and the Employer would receive the Workers' Compensation Board cheque for the full period.

Employees receiving Workers' Compensation Allowance for a recurrence of an injury or ailment suffered prior to employment on the City's salaried staffs will not be subject to payment of full salary.

B. GRATUITY PLAN1) How Accumulated

A credit of three (3) working days per annum shall be given for each year of service, or for part of a year of credit of one (1) day for each four (4) months of service, which may be accumulated to a maximum of 120 working days.

2) Deduction

Subject to Item 1 of Schedule "D", Part IV, a deduction is made from the current year's gratuity credits for all days absent on sick leave with pay, except that such deduction shall not exceed three working days in any one calendar year, or for any one illness. The total gratuity credited to each employee at December 31st of each calendar year will remain to such employee's credit regardless of time lost in any subsequent year through illness or any other reason. This Clause 9.4B (2) to be effective as of January 1st, 1954, but the credits of each employee to be re-calculated retroactive to January 1, 1948.

3) Establishment

(a) Transferred employees or new groups placed under this plan shall receive benefits from the **same** date that such employees come under the "Sick Pay Plan" and the initial net credits shall be determined by a summarization of the attendance records for the past six (6) years' employment with the Employer.

(b) New employees in any of the above groups commence accumulating from the effective date of employment, but receive no credits until the completion of six (6) months' service. Temporary employees commence accumulating after one year of service.

4) Gratuity Leave

**An** employee **who** has completed not less than three (3) years of continuous service and is eligible for gratuity leave may be granted leave up to the number of gratuity days that he has accumulated; PROVIDED HOWEVER THAT:

(a) The minimum gratuity leave which shall be taken shall be five (5) days and the maximum leave twenty (20) days. Only one period of gratuity leave may be taken in a calendar year.

(b) **An** employee's right to gratuity leave shall be subject at all times to the exigencies of the Department of the employee and to the discretion of his Department Head.



(c) The reporting of time off under this Gratuity Plan shall be by Staff Alteration Form, prior to departure in all cases.

5) Payment in Cash

An employee or his estate (as the case may be) shall be entitled to payment in cash for gratuity days accumulated in the event of normal retirement at minimum to maximum age, death in the service, permanent disability or leaving the service after completion of three (3) years' continuous service.

6) Procedure For Delaying Gratuity Payments on Termination of Service

Payment of the amount of gratuity, or any part thereof calculated as of the termination date of service with the Employer may, with the employee's consent, be delayed for a period not exceeding twelve months. If an employee desires to delay the payment of any of his gratuity he shall notify the Director of Personnel Services to that effect prior to the last day that he actually works for the Employer. The delayed amount shall be paid in a single sum, plus interest, for the period of the delay at a rate to be determined from time to time by the Director of Finance.

7) UIC Rebate

Effective 1988 October 04, the Union agrees that the employee share of the Unemployment Insurance Rebate shall be paid to the Employer to partially offset the cost of the gratuity plan.

9.5 Vancouver Employees' Savings Plan

The Employer contributes one and one-half percent (1-1/2%) and the employee is deducted the same amount under the Vancouver Employees' Savings Plan.

9.6 Dental Services Plan

The Employer agrees to provide a dental plan for the benefit of Regular Full-Time Employees who have completed six (6) months of continuous service and Temporary Full-Time Employees who have completed twelve (12) months of continuous service which provides for the following services:

- (a) Basic Dental Services (Plan A) paying for 80% of the approved schedule of fees.
- (b) Prosthetics, Crowns and Bridges (Plan B) paying for 50% of the approved schedule of fees.
- (c) Orthodontics (Plan C) paying for 50% of the approved schedule

of fees; effective 1989 January 01, the lifetime maximum shall be \$1500 for dependent children as defined by the Plan;

- (d) The premiums for the dental plan shall be paid sixty percent (60%) by the Employer and forty percent (40%) by the employees whose contributions shall be made by payroll deductions.

#### 9.7 Leave of Absence—Adoption

- (a) If an employee makes application to the Chief Constable or his duly authorized representative for leave of absence without pay for the purpose of attending to his or her adoption of a child, leave of absence without pay for such purpose to a maximum of four (4) months shall not be unreasonably withheld by the Chief Constable or his duly authorized representative. **An** employee who has been granted such leave may apply to the Chief Constable or his duly authorized representative for an extension thereof up to an additional two (2) months.
- (b) When adoption leave is taken, the employee must prepay to the Employer the total cost of premiums for benefits to which the employee is entitled for the period of the leave. Adoption leave will not be considered as service for the purposes of earning vacation, public holidays, sick leave or increments.

#### 9.8 Compassionate Leave

- (a) Emergency leave in the case of the death of an employee's wife, husband, common-law spouse, child, ward, brother, sister, parent, guardian or other relative if living in the employee's household, or in any case when it is for the purpose of attending to the affairs connected with the funeral of a parent-in-law or grandparent, may be granted without loss of pay for a period not to exceed three (3) working days, provided that such leave without loss of pay shall not be granted during an employee's first six (6) months of service.
- (b) Any employee who qualifies for emergency leave without loss of pay under Clause 9.8(a), and who is required both to attend to the affairs connected with the funeral and also to travel in connection with the funeral to a point outside the Lower Mainland of British Columbia (defined as the area included within the Greater Vancouver Regional District, Central Fraser Valley Regional District, Dewdney-Alouette Regional District, Fraser-Cheam Regional District, Powell River Regional District, Squamish-Lillooet District and Sunshine Coast Regional District) may be granted additional leave without loss of pay for a further period of two (2) working days.
- (c) Requests for leave under Clauses 9.8(a) and 9.8(b) shall be submitted to the employee's Department Head who will determine and approve the number of days required in each case.

- (d) **An** employee who qualifies for emergency leave without loss of pay under Clause 9.8(a) herein may be granted such leave when on annual vacation if approved by his Department Head. **An** employee **who** is absent on sick leave with or without pay or who is absent on Workers' Compensation, shall not be entitled to such emergency leave without loss of pay.
- (e) Upon application to, and upon receiving the permission of the Department Head, an employee may be granted leave of up to one-half (1/2) day without loss of pay in order to attend a funeral as a pallbearer or a mourner in any case other than one covered by Clause 9.8(a).

#### 9.9 Maternity Leave

- (a) **A** pregnant employee who elects to request Maternity Leave shall provide the Director of Occupational Health Services with a medical certificate from a duly qualified medical practitioner stating the estimated date of birth. Such certificate shall be provided not later than three months prior to *the* estimated date of birth. Medical certificates are available from the office of the Director of Occupational Health Services.
- (b) In normal circumstances a pregnant employee shall terminate her employment or proceed on Maternity Leave two months before the expected date of birth.
- (c) **An** employee who desires to work during the last two months of pregnancy may be permitted to do so if her attending physician and the Director of Occupational Health Services agree that the health of the employee will not be adversely affected. In such case, the employee shall work under such conditions and for such period as shall be specified by the Director of Occupational Health Services.
- (d) No employee shall be permitted to work during the six weeks following the date of birth.
- (e) **An** employee who has been granted Maternity Leave shall notify her Department Head at least four weeks before she intends to return to work.
- (f) **An** employee shall be entitled to Maternity Leave, without pay, from the date of separation from employment, but not for more than a maximum period of six months from the date of commencement of Maternity Leave.
- (g) **An** employee who has been granted Maternity Leave and fails to contact the Department Head within five months from the commencement of Maternity Leave, **so** that mutually convenient arrangements may be made for her return to employment, shall be considered to have permanently separated from employment.

- (h) Benefits shall continue uninterrupted for a maximum period of 18 weeks' maternity leave (or for an additional period of up to 6 weeks if the employee is certified to be unable to return to work for medical reasons related to the pregnancy) PROVIDED THAT the employee makes arrangements prior to commencing the leave to pay her share of the benefit premiums for that period. An employee who is absent on Maternity Leave for a period longer than 18 weeks (or the additional 6 weeks referenced above) and who wishes to continue benefit coverage shall prepay to the Employer the total cost of premiums for benefits to which she is entitled for the additional period of leave.
- (i) An employee on Maternity Leave shall not be entitled to Sick Leave for any incapacity and disability arising from a normal delivery and subsequent convalescence.
- (j) Subject to paragraph (i), an employee on Maternity Leave shall be entitled to be paid Sick Leave benefits for any incapacitating illness, whether or not such illness is related to the pregnancy, provided that she has sufficient Sick Leave credits, and produces to the Director of Occupational Health Services a standard City Disability Certificate duly completed by her attending physician. Notwithstanding provisions of paragraph (f) such Sick Leave with or without pay will not be charged against the Maternity Leave.
- (k) On resuming employment an employee shall be reinstated in her previous or a comparable position and for the purposes of pay increments, benefits, and vacation entitlement (but not for public holidays or sick leave) maternity leave will be counted as service. vacation pay will be prorated by the period of the leave and an employee may elect not to take that portion of her vacation which is unpaid.

#### 9.10 Leave of Absence

##### (a) Requests for Leave of Absence

In cases where up to one week absence without pay is desired by an employee, application shall be made to the Chief Constable who may grant leave of 5 days or less. Application for leave of absence in excess of 5 days shall be submitted by the employee to the Chief Constable, who will refer it to the Board for approval or disapproval.

##### (b) Effect of Leave of Absence on Vacation Allowance

The vacation allowance of any employee shall be reduced for time absent without pay in excess of 1 month in any calendar year. The reduction for absence in excess of 1 month shall be 1/12 of the vacation allowance to the nearest half-day for each excess month or portion of a month greater than one-half.

(c) Leave for Writing Examinations

It is the Policy of the Employer to grant leave with pay to employees who are writing examinations where the subjects of the examination lead to qualifications which are directly concerned with duties related to the Department.

Any employee who intends to register for a study course which will involve taking time off during working hours to write examinations should submit his application through the chain of command to the Deputy Chief Constable commanding Bureau of Support Services who will rule, or report on the request in accordance with the following regulations:

- (i) That obtaining Junior Matriculation standard be the obligation of the employee and leave of absence with pay to write examinations at or below this level be not granted.
- (ii) That leave of absence with pay, (limited to two attempts at any subject per course year) be granted to employees, upon application, to write examinations.
  - a. Senior Matriculation standard in the subjects of Mathematics and English
  - b. the Association of Professional Engineers of B.C. and of the Corporation of B.C. Land Surveyors
  - c. any other professional groups having comparable studentship or examination system to (b) above, providing such professional training is applicable to municipal work
  - d. the Municipal Administration Course, whether or not the Employer pays the course fees
  - e. any course which has been approved by the Employer and for which the Employer pays the course fees.
- (iii) That the Deputy Chief Constable commanding Bureau of Support Services will rule on requests under Items 1 and 2 above.
- (iv) That the Employer will consider on an individual basis, other requests, and will rule on the basis of whether or not the course is of direct value to the Employer. These will be reported by the Deputy Chief Constable commanding Bureau of Support Services.
- (v) That employees who write examinations that are not subject to time off with pay be allowed to use vacation time, at the discretion of the Employer, if they so request.

(d) Authorization for Exact Period

When obtaining authorization for a Leave of Absence without pay the exact period of absence must be requested. The employee will then be expected to take the full authorized period. This provision is required to eliminate unnecessary payroll adjustments and to avoid terminating the services of temporary replacements prior to the period for which they were employed.

(e) Vacation Before Leave Without Pay

**An** employee must use all his vacation entitlement before taking leave of absence without pay.

(f) Effect of Leave of Absence on Increment DatesGeneral

Leaves of absence of 1/2 month or more shall cause postponement of increments, according to period of leave.

9.11 Court Attendance and Jury Duty(a) Jury Duty and Witness Fees

Any employee called for Jury Duty or as a Witness will be allowed time off during the period of such duty. His regular pay will be continued and any remuneration received for such duty will be remitted to the Administrative Officer. It shall be the responsibility of the Chief Constable or designate to ensure such payment.

(b) Expenses Incurred

The Employer does not make allowance for payment of additional transportation costs, parking fees, lunches, etc., incurred while on such duty, nor shall these costs be deducted from the fees received.

(c) Method of Reporting

All absences, even if less than 2 hours, to be reported on monthly Attendance Reports.

9.12 Credit UnionsPayroll Deductions

Any employee who is a member of a Civic Credit Union may elect to make deposits or pay off loans by monthly payroll deductions. The employee must obtain a card from his Credit Union and submit it to the Executive for approval when completed. The Payroll Office will make deductions subject to the following:

- (a) Changes in deduction, new members, and terminations (except when employees leave the Employer's service) shall be effective only on January 1st and July 1st of each year.
- (b) The Employer shall not be responsible for the collection of arrears if the employee is absent without pay for **any** reason.
- (c) The Employer will remit the amount of deductions monthly and will supply a list of deductions to each Credit Union.

### 9.13 Resignations and Re-Employment

#### (a) Resignation and Re-employment

**An** employee who has voluntarily resigned and is re-employed within one year from his last termination of service shall be considered eligible for reinstatement under the applicable employee benefits, provided, in each case, his length of service, benefits, and seniority are adjusted by the period of absence. **An** employee who has voluntarily resigned and is re-employed after one year from his last termination of service shall be considered a new employee as regards seniority, employee benefits and salary.

In the case of the superannuation benefit, an employee **may** be reinstated in the Fund, if his contributions were discontinued for not more than three (3) years, by approval of the Superannuation Commissioner. Reinstatement may be effected by repaying any amounts withdrawn, together with compound interest, at the rate of **six** percent (6%) per annum, from the date of withdrawal to the date of repayment.

#### (b) Starting Salary on Re-employment

When a previous employee of the Employer is rehired within one (1) year of his last termination of service, recognition of his previous related experience will be given in deciding his starting salary. Previous service with the department employing him and previous experience with the Employer in/or related to **the** particular position for which he is applying will also be considered. The Director of Finance and the Director of Personnel Services will decide the appropriate step in the salary range in each case.

### 9.14 Pension Municipal Act

Where due to a layoff a Full-Time Employee has had his hours of work reduced and his employment status changed, the employee may, at his option, continue to contribute to the Municipal Superannuation Plan. Contributions made by the Employer and the employee shall be made on the basis of the new hours worked, and are subject to the requirements of the Pension (Municipal) Act.

## 10. WORKING CONDITIONS

### 10.1 work Week

- (a) The work week shall consist of five (5) days except for those who are necessarily employed on a five and one-half day week. Time off each week shall be two (2) consecutive days where practicable.
- (b) The normal hours of work of employees shall be from 9:00 a.m. to 5:00 p.m. with a period of one (1) hour for lunch and two (2) ten minute rest periods will be allowed each day. The Department Head will designate the time of lunch and rest periods for his staff members. If rest periods are not taken, there is no extension of the one hour lunch period. Sections which, because of the scope of their work, could not efficiently operate during the above-listed hours, shall have their work periods jointly reviewed and mutually adjusted.

#### 10.1.1 Daily Guarantee

- (a) Subject to the provisions of Subsection (c), an employee reporting for his scheduled shift on the call of the Employer, shall receive his regular hourly rate of pay for the entire period spent at his place of work, with a minimum of two hours' pay at his regular hourly rate.
- (b) Subject to the provisions of Subsection (c), an employee other than a school student on a school day who commences work on his scheduled shift, shall receive his regular hourly rate of pay for the entire period spent at his place of work, with a minimum of four hours' pay at his regular hourly rate.
- (c) In any case where an employee (i) reports for his regular shift but refuses to commence work, or (ii) commences work but refuses to continue working, he shall not be entitled to receive the minimum payments set forth in Subsections (a) and (b).

### 10.2 Posting Positions and Filling Vacancies

#### (a) Posting

The Employer agrees that, before permanently filling any vacancy, including any temporary position which is expected to exceed six (6) months in duration, notice of such vacancy shall be posted for seven (7) days in such conspicuous places as may be designated by the Employer at work sites of the Employment Pool.

#### (b) Bidding Rights

- (i) A Temporary Full-Time Employee who has completed a minimum of six (6) months of continuous service and who



received his appointment through normal recruiting practices of the Personnel Services Department shall be entitled to bid on an equal basis with Regular Full-Time Employees for any posted regular position in accordance with Clause 10.3(a).

- (ii) A Regular Part-Time Employee who has completed the equivalent of six (6) months of continuous work and who received his appointment through normal recruiting practices of the Personnel Services Department shall be entitled to bid on an equal basis with Regular Full-Time Employees for any posted regular position in accordance with Clause 10.3(a).

(c) Temporary Positions

- (i) Where a Regular Full-Time Employee is appointed to a temporary position, he shall be returned to a position of equal value to his former position without loss of seniority when the temporary work is completed.
- (ii) Positions not previously posted as in Clause 10.2(a) and filled by Temporary Full-Time Employees will be examined at the end of six (6) months to ascertain whether permanency is indicated, in which case the position will be posted in the usual way.
- (iii) When no Regular Full-Time Employee applies for or succeeds in being appointed to a posted temporary position, a Temporary Full-Time Employee who has applied for such position may be appointed thereto.

(d) Procedures for Employees on Vacation or Authorized Leave

- (i) Where an employee wishes to apply for a position which is expected to become vacant while he is on authorized leave of absence or on vacation, he may make application for such position before commencing such leave or vacation. If the position is posted prior to the return of the employee, such application shall be considered in the absence of the employee. An employee who is certified for the position (having complied with the normal procedures of the Employer's Personnel Department) must be available for employment in that position not later than one (1) month following the date of certification.
- (ii) If a position is posted while an employee is on an authorized leave of absence or on a vacation of not more than seven (7) days, such employee, on his return, may apply for the position not later than three (3) calendar days following the expiry date of the posting; provided that no other person has been certified for the position.

(e) Union Notification

The Employer shall notify the Union when persons are hired for periods of three (3) months or more in positions which could be considered as being within the Employment Pool.

(f) Posting Information

All notices of vacancies posted pursuant to this clause shall contain the following information:

- (i) nature of position;
- (i) required qualifications, knowledge, education and skills;
- (i) wage or salary rate or range;
- (i) shifts (if any);
- (v) anticipated length of any temporary assignment, if posted; and
- (v) a statement that the vacant position is open to male and female applicants.

(g) Change of Jurisdiction

All Full-Time Employees who are successful in any competition shall receive full consideration for their length of service within the Employment Pool for purposes of determining salary, annual vacation entitlement and other benefits affected by length of service.

(h) Vacancies--Filling Of(i) Applications From Employees

- (a) All Regular Full-Time Employees and Temporary Full-Time Employees with one year or more of service with the basic requirements for the position who submit applications will be interviewed by the Director of Personnel Services' staff and each applicant will be assessed on the basis of qualifications, experience, examination results, length of service, and personal suitability for the position.
- (b) Temporary Full-Time Employees with six (6) or more months of continuous service will be given preference for permanent positions over outside applicants provided that those temporary employees qualify for the positions.

(ii) Outside Applications

Similar procedure to that outlined in paragraph (a) will be followed for positions for which there are no qualified applicants within the service, and the position is to be filled from outside applicants.

10.3 Promotions, Transfers and Demotions

(a) In making promotions, transfers and demotions, the skills, knowledge **and** ability of the employees concerned shall be the primary consideration, and where such qualifications are equal, length of service shall be the determining factor.

(b) Trial Period

On promotion or transfer of a Regular Full-Time Employee to a new position, that employee shall serve a six (6) month trial period in the new position before being confirmed in the appointment. If the appointment is not confirmed, the employee shall revert to his previous position or to a position of equal value for which the Employer deems him to be qualified.

(c) Pay Rates on Promotion

(i) When an employee is promoted to a position the pay range of which does not overlap that of the former position, the rate of pay shall be the first step in the salary range of the new position unless special regulations or the Employer authorizes a higher starting rate.

(ii) When an employee is promoted to a non-supervisory position the pay range of which overlaps that of the former position, the rate of pay shall be one step above the employee's present rate.

(iii) If the duties of the position to which an employee is promoted include supervisory responsibilities and the pay range of such position overlaps that of the supervised employee or employees the rate of pay shall be one step above the maximum step in the range of the highest rated supervised position.

(iv) For the purposes of this section the definition of supervisor set forth in City of Vancouver Personnel Regulation 160-1 (a) (3) shall apply.

(d) Definition

A transfer is considered the movement of an employee from one position to another having the same maximum salary rate. If an employee is changed to a position in a class having a

higher pay range than the class from which he was moved, such change shall be considered a promotion and the provisions governing promotions shall apply. If an employee is changed to a position in a class, the salary range of which has a maximum that is lower than the maximum of the class from which the employee was transferred, such change shall be deemed a demotion and the provisions governing demotions shall apply.

(e) Procedure

Transfer requests are submitted to the Director of Personnel Services but the action taken is subject to the approval of the Chief Constable or designate concerned.

- (i) if a position becomes vacant, an employee of the same department with the same classification as the vacant position may be transferred into the vacant position without it being posted. The position subsequently becoming vacant would be posted and filled in accordance with paragraphs 10.2(h)(i) and 10.2(h)(ii). Effective 1988 October 04, transfers under this provision shall be subject to the grievance procedure.
- (ii) Transfers between departments will be posted and filled in the usual manner.
- (iii) In the situation where a vacancy does not exist but where it is desirable to switch or rotate employees of the same classification from one position to another within a department, the following procedure will apply: The Department Head shall discuss the proposed transfer with the employees involved and shall have the authority to effect the transfer without the positions being posted. If in the event that the employees concerned feel that such a transfer would result in some form of inequity or prejudicial treatment, the grievance procedure as set out in Clause 12 of this Collective Agreement may be initiated.

10.4 Probationary Period

- (a) New Regular Full-Time Employees shall be placed in a probationary capacity until the completion of six (6) months' service.
- (b) The probationary period shall be for the purpose of determining a person's suitability for permanent employment in that position in which he is placed in a probationary capacity. At any time during that period, the employment of a probationary employee may be terminated if it can be satisfactorily shown that the employee is unsuitable for permanent employment.

- (c) A probationary employee's suitability for regular employment will be decided on the basis of factors such as:
- (i) the quality of his work
  - (ii) his conduct
  - (iii) his capacity to work harmoniously with others
  - (iv) his ability to meet production standards set by the Employer.
- (d) If a probationary employee continues in the same position on a permanent basis, seniority, holiday benefits and other perquisites referable to length of service shall be based on the original date of employment.

#### 10.5 Layoffs and Bumping

- (a) Where in the opinion of the Employer it is necessary to reduce the work force for any reason the Employer may lay off employees covered by this Agreement in order to effect such reduction. The Employer shall designate the positions of the employees to be laid off and such employees shall be laid off accordingly.
- (b) Employees who are subject to a layoff under Clause 10.5(a) may exercise their seniority in the Employment Pool by displacing (bumping) employees with less seniority than their own in positions which they are, in the opinion of the Employer, qualified to perform. Any employee who exhausts or fails to exercise his bumping privileges shall be considered laid off. Employees who are completing their initial probationary period shall have no seniority in the Employment Pool and if they are displaced pursuant to this Clause they shall be laid off. Employees must exercise their rights under this Clause 10.5(b) not later than ten (10) days following the receipt of notice of layoff given pursuant to Clause 10.5(c).
- (c) Except in cases of inclement weather, strikes, lockouts, or other circumstances beyond the control of the Employer, the Employer shall give to the Regular Full-Time Employees concerned not less than ten (10) days prior written notice of any layoff under this Clause. Such notices shall be given in writing either by delivering or mailing the same to the employee for whom it is intended. The date of receipt of any such notice shall be the date of delivery if the notice is delivered, or if mailed, then the second business day next following the date of such mailing. If an employee to whom notice of layoff is given under this Clause has not been given the opportunity to work for at least ten (10) days of the period of such notice he shall be paid for those days for which work was not made available to such employee.
- (d) No employee covered by this Agreement shall suffer loss of seniority due to enforced absence from employment resulting from compulsory layoff for a period not exceeding three (3)

months or for any period of absence resulting from leave of absence officially granted, injury or sickness; provided however, that this Clause 10.5(d) shall not apply to any such employee who has voluntarily resigned or has been discharged for cause.

- (e) Where the Employer intends a major layoff of employees it shall give to the Union and those employees who will be affected by the layoff at least sixty (60) calendar days prior written notice thereof. For the purposes of this Clause 10.5(e) the words "major layoff" mean a 10% or more reduction in the work force within the Employment Pool due to a reduction in the budget of the Employer. This Clause 10.5(e) does not apply if the reduction of the work force is due to some other body or employer taking over a department or part of the operation or business of the Employer.

#### 10.6 Recall

In recalling employees (other than probationary employees) who have been laid off, the following terms and conditions shall apply:

- (a) The employees must be qualified to perform the work made available to them;
- (b) no new employees shall be hired following a layoff until those employees who were laid off have been given a reasonable opportunity of recall as follows:
- (i) the Employer shall make every reasonable attempt to contact the employees in order of their seniority in the Employment Pool and the employees shall be recalled by the Employer in such order provided that they respond within forty-eight (48) hours of the initial attempt of the Employer to contact them;
- (ii) upon making contact with an employee, the Employer shall specify the time when the employee shall report for work;
- (iii) an employee who does not respond within forty-eight (48) hours of the initial attempt of the Employer to contact him, or who refuses to report for work, shall be placed at the bottom of the list of employees eligible for recall under this Clause, notwithstanding his seniority in the Employment Pool;
- (iv) an employee notified to return to work shall report at the time and place specified by the Employer for so doing, or in extenuating circumstances, within such extended period of time not exceeding fourteen (14) days from the date of the initial attempt of the Employer to contact him as the Director of Personnel

Services may approve, which approval shall not be unreasonably withheld;

- (v) it shall be the responsibility of all employees who have been laid off and wish to be recalled by the Employer to keep the Director of Personnel Services informed of their respective current addresses and telephone numbers. The Employer shall be considered to have fulfilled its obligations to recall an employee eligible for recall under this Clause by attempting to contact the employee at his last known address on the Employer's records.
- (vi) an employee who is laid off and is eligible for recall under this Clause shall remain on the recall list for a maximum of six (6) months.

#### 10.7 Changes Affecting the Agreement

The Employer agrees that any report of recommendations made to the Employer dealing with matters covered by this Agreement, including recommendations for changes in methods of operation that may affect wage rates, work loads or reduction of employment, will be communicated to the Union at such interval before they are dealt with by the Employer as to afford the Union reasonable opportunity to consider them and make representation to the Employer concerning them **and**, further, that if employees are deprived of employment by any implementation of such change, they shall receive priority consideration for other employment with the Employer.

#### 10.8 Directives Interpreting the Agreement

The Employer shall provide the Union with a copy of any published directive that tends to interpret, explain or otherwise apply the provisions of this Agreement.

#### 10.9 Personnel Record

- (a) A copy of any written material concerning any disciplinary action (including reprimands) affecting an employee shall be given to the employee as soon **as** possible after it is recorded in the employee's personal file.
- (b) On and after March 19, 1979 an employee shall be given a copy of any document placed in the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in the file, that employee shall be entitled to recourse through the grievance procedure. The Employer agrees not to introduce as evidence in any hearing arising from a disciplinary grievance any document from the file of an employee the existence of which the employee was not aware of at the time of filing.

- (c) upon receiving permission from the Deputy Chief Constable, **the** Director of Personnel or their designates, an employee may review the contents of his respective personnel files provided that such review is in the presence of a person authorized by the Deputy Chief Constable or the Director of Personnel.

#### 10.10 Membership Data Information

The parties agree that when the Union writes to the Employer providing a list of the membership data information it requires, the City of Vancouver's Director of Personnel Services shall provide to the Union all of the information that is available from the City's records **and** will establish a system for updating and maintaining that information at intervals that are consistent with the City's system.

#### 10.11 Handicapped Workers

Within the limitation imposed **by** the Employer's unwillingness to create unnecessary work, the Employer is willing to make every reasonable effort in cooperation with the Union in order to provide opportunities for older, partially disabled or otherwise handicapped employees to retain employment.

#### 10.12 Reclassification of Positions and Classification of New Positions

##### (a) Origin of Requests for Reclassification

Requests for reclassification may come from:

Chief Constable  
Employees  
Union

##### (b) Disposal

Such requests are submitted to the Director of Personnel **Services**. If a review is approved, the Personnel Department reviews the classification and makes a recommendation to the Employer. These recommendations do not affect the rate structure established by Union contract and may be made at **any** time during the year.

##### (c) Establishment of New Positions

Requests for establishment of new positions involving new classifications and rates come from Chief Constable or designate. These affect the rate structure, but must be dealt with at time of request. Recommendations as to pay rate to be discussed with the Union before they are submitted to the Employer, but they will be submitted whether or not mutual agreement is reached.



(d) Changes in Rate

Request for changes in rates may come from:

Chief Constable  
Unions

(e) City Manager Approval

The City Manager is authorized to approve all reports of the Director of Personnel Services on classification, class specifications, **and** rates of pay for new or existing positions with a **maximum** retroactive date of one year **and** which have been agreed to by the Department Head and the Union. Retroactive payment will be made from the first pay period following receipt of the request.

(f) Council Approval

All **salary and** classification reports involving retroactive dates in excess of one year must be approved by City Council. In no case shall retroactive payment extend beyond a period of twelve (12) months. No additions to the permanent staff shall be given effect to without the approval of City Council.

(g) Application of Pay for Upward Reclassification

When, as a result of a Reclassification, a position is upgraded the incumbent shall receive an increase in salary equivalent to one pay step in the new salary range, subject to Clause 10.3 (c)(ii) of this Agreement.

**NOTE:** Reclassification is defined by Clause 10.12(i).

(h) Pay Adjustments Resulting from Reclassification and Revaluation

In the event a position or class of positions is reclassified downwards, or in the event a class of positions is revalued downwards, each incumbent of any such position shall be treated at the discretion of the Employer in accordance with one or other of the two following methods:

- (i) The incumbent shall with immediate effect have his rate of pay reduced to the appropriate new level for the class, and shall at the earliest reasonable opportunity following such reduction be paid a lump sum equivalent to twenty-four (24) times the monthly difference between his former pay rate and his new reduced pay rate; or
- (ii) For as long as the incumbent continues to occupy any position covered by this Collective Agreement, he shall suffer no reduction in his rate of pay by virtue only of

a reclassification downwards or a revaluation downwards and shall continue to receive all general pay increases and increments to which he would otherwise have been entitled, **PROVIDED THAT** at any time during the two (2) years immediately following the date when his position **was** reclassified or the class in which his position **was** grouped, **was** revalued, then notwithstanding such reclassification or revaluation, the Employer may unilaterally promote such incumbent to any other vacant position for which he is qualified, and which is valued at the same level as his position was formerly valued.

(i) Definitions re Certain Classification Changes

- (1) A classification change involving a change in title or salary due to a change in duties and responsibilities shall be termed a 'reclassification' and shall be treated as a vacancy and posted as such.
- (2) A classification change involving only a revision in salary without a change in duties or responsibilities shall be termed a 'salary adjustment' and will not require a posting.
- (3) A classification change involving only a change in title shall be termed a 'class title change' and will not require a posting.

10.13 Occupational Health and Safety Committee

**An** Occupational Health and Safety Committee shall be established consisting of three (3) representatives appointed by the Employer and three (3) representatives appointed by the Union. The Committee shall discuss matters relating to occupational health and safety and shall **make** recommendations to the Deputy Chief Constable.

11. ABSENCE FROM DUTY OF UNION OFFICIALS

- (a) The Employer agrees that where permission has been granted to members of the Bargaining Committee of the Union to leave their employment temporarily for the purpose of collective bargaining with the Employer, or for the purpose of settling a grievance as outlined in Clause 12 below, the said members shall suffer no loss of pay for the time **so** spent.
- (b) The Employer further agrees that time off without pay shall be granted to official representatives of the Union upon application to and by permission of the Chief Constable when it becomes necessary to transact business in connection with matters affecting members of the Union.

- (c) The Employer agrees that any full-time officer of the Union who is on leave of absence for the purpose of performing his duties as an officer of the Union shall not lose his seniority in the service of the Employer, and shall continue to accumulate seniority while he is performing such duties. Upon retirement from his duties as an officer of the Union, such former Union officer shall be entitled to return to a position within the class of positions to which his former position ~~was~~ allocated and for which he is qualified if any position within such class is held by an employee with less seniority than his own. If all of the positions within such class are held by employees with more seniority than his own or have been abolished, such former Union officer shall be entitled to return to any other vacant position for which he is qualified.
- (d) If or when the Union joins any Central Labour body then the Employer agrees that any employee who is elected or appointed to a full-time position with such body shall be granted leave of absence without pay and shall not lose his seniority in the service of the Employer while on such leave of absence. Upon termination of such period of office, such an employee may return to the first vacant position for which he is **qualified** in the service of the Employer.

## 12. GRIEVANCE PROCEDURE

### 12.1 Grievances

Any difference concerning the dismissal, discipline or suspension of an employee or the interpretation, application or operation of this Agreement or any alleged violation thereof, including any question **as** to whether any matter is arbitrable, shall be dealt with without stoppage of work in the following manner:

#### (a) Step 1

Save as hereinafter provided, the aggrieved person shall first take up the matter with his immediate supervisor or in his absence, the Division Head or Department Head within fifteen (15) working days of the date on which the incident giving rise to the grievance occurred or of the date when he first became aware of the incident, whichever is later. At the option of the aggrieved person a shop steward or Union representative may be present at the meeting; provided however that:

- (i) if the difference concerns the certification of the grievor in a competition for a position then the matter shall first be taken up with the personnel officer responsible for that competition; and

(ii) if the difference concerns the appointment of the grievor to a position then the matter shall first be taken up with the supervisor who made the disputed appointment.

(b) Step 2

Save **as** hereinafter provided, if the matter is not satisfactorily resolved, the aggrieved person together with his shop steward or other Union representative shall take up the matter **with** his department head; provided however that:

(i) if the difference concerns the certification of the grievor in a competition for a position then the matter shall be taken up with the Assistant Director-- Employment and Training; and

(ii) if the difference concerns the appointment of the grievor to a position then the matter shall be taken up with the department head of the appointing department.

(c) Step 3

If the grievance is not settled in the aforementioned manner within ten (10) working days, the matter shall be referred to the Director of Personnel Services and the Union Business Manager. A statement in writing of the alleged grievance by the Union Business Manager and a statement in writing of the position relative to the alleged grievance by the Director of Personnel Services will be simultaneously exchanged at this meeting if agreement on the matter is not first reached.

(d) Step 4

If the grievance is not settled as prescribed in step (3) above within ten (10) working days, the matter shall be referred to the Employer and the Union.

(e) Arbitration

Except **as** otherwise provided in paragraph (g), if not settled in step (4) above within ten (10) working days the matter may be referred by either party to a Board of Arbitration (Section 12.3) for final and conclusive determination.

(f) Time Limits

(i) If the grievance has not advanced to the next stage under step 2, 3, 4, or (e)—Arbitration within seven (7) days after completion of the preceding stage and the onus for delay is upon the Union then the grievance shall be deemed to be abandoned and all rights of recourse to the grievance procedure shall be at an end.

- (ii) If the seven (7) working day time limit between steps should be exceeded in the manner described in paragraph (f)(i) above and the onus for the delay is on the Employer then the grievance will be deemed to have succeeded and all appropriate steps to remedy the matter shall be taken forthwith by the Employer.
- (iii) Extensions to the time limits of ten (10) working days and seven (7) working days respectively contained herein above may be agreed upon between the parties only for the most serious of reasons.
- (g) If a grievance has been referred to the Employer and the Union pursuant to paragraph (d) and either of the parties is unable to meet with the other for any reason within the time limited in paragraph (e) for settlement of the grievance then the party which is unable to meet shall give to the other written notice to that effect at least three (3) days prior to the expiry of such time limitation and as soon as reasonably possible the parties shall agree upon a time mutually satisfactory to them to consider the grievance and if the parties fail to settle the same then the matter may be referred by either party to a Board of Arbitration (Section 12.3) for final and conclusive determination.

## 12.2 General Application Dispute

When a "dispute", as defined in the Industrial Relations Act arises between the parties, including any difference concerning the interpretation, application, operation or alleged violation of this Agreement which does not specifically involve an employee, the matter may be submitted in writing by the Union to the Deputy Chief Constable or, alternatively, by the Employer to the Business Manager, as the case may be. If a satisfactory Settlement is not reached with the Deputy Chief Constable and the Business Manager within seven (7) working days such matter may be referred to the Chief Constable at step 4 of Section 12.1.

If a satisfactory settlement is not reached with the Chief Constable within seven (7) working days such matter may be referred to Arbitration under Section 12.1(e) and as provided for in Section 12.3.

## 12.3 Arbitration

A Board of Arbitration shall consist of three (3) persons, one to be chosen by each party and the third, who shall be chairman, to be selected by the two (2) so appointed. The two representatives of the parties concerned must meet within seven (7) days of appointment and are allowed a further five (5) days to agree upon a chairman. If they fail to agree upon a chairman either party may apply to appoint a chairman pursuant to the Industrial Relations Act. The decision of the Board shall be final and binding

on both parties. Each party shall 'bear the expense of the arbitrator appointed by such party and shall pay half the expenses of the chairman.

#### 12.4 Dismissal and Suspension

**An** employee who alleges wrongful dismissal, discipline, or suspension by the Employer shall be entitled to have such grievance settled in accordance with the grievance procedure set forth in Clause 12. If the employee is found by a Board of Arbitration appointed under the provisions of Clause 12 to be dismissed, suspended or otherwise disciplined for other than proper cause, the Board of Arbitration may:

- (a) direct the Employer to reinstate the employee and pay to the employee a sum equal to his wages lost by reason of his dismissal, suspension or other discipline, or such lesser sum as in the opinion of the Board of Arbitration is fair and reasonable; or
- (b) make such order as it considers fair and reasonable, having regard to the terms of this Agreement.

**An** employee who is reinstated by a Board of Arbitration shall be entitled to reinstatement without loss of seniority.

#### 13. TECHNOLOGICAL CHANGE

During the term of this Agreement any disputes arising in relation to adjustment to technological change shall be discussed between the bargaining representatives of the two parties to this Agreement.

Where the Employer introduces, or intends to introduce, a technological change, that:

- (a) affects the terms and conditions, or security of employment of a significant number of employees to whom this Agreement applies; and
- (b) alters significantly the basis upon which this Agreement was negotiated;

either party may, if the dispute cannot be settled in direct negotiations, refer the matter directly to an arbitration board constituted under Clause 12.3 of this Agreement by-passing all other steps in the grievance procedure.

The arbitration board shall decide whether or not the Employer has introduced, or intends to introduce a technological change, and upon deciding that the Employer has or intends to introduce a technological change the arbitration board:

- (a) shall inform the Minister of Labour of its finding; and

- (b) may then or later make any one or more of the following orders:
- (i) that the change be made in accordance with the terms of this Agreement unless the change alters significantly the basis upon which this Agreement was negotiated;
  - (ii) that the Employer will not proceed with the technological change for such period, not exceeding ninety days, as the arbitration board considers appropriate;
  - (iii) that the Employer reinstate any employee displaced by reason of the technological change;
  - (iv) that the Employer pay to that employee such compensation in respect of his displacement as the arbitration board considers reasonable.

The Employer will give to the Union in writing at least ninety days' notice of any intended technological change that:

- (a) affects the terms and conditions or security of employment of a significant number of employees to whom this Agreement applies; and
- (b) alters significantly the basis upon which this Agreement was negotiated.

14. AGREEMENT AS TO CONDITIONS NOT MENTIONED

It is agreed that any general conditions presently in force which are not specifically mentioned in this Agreement and are not contrary to its intentions shall continue in full force and effect for the duration of this contract.

15. RIGHTS OF MANAGEMENT

Any rights of management which are not specifically mentioned in this Agreement and are not contrary to **its** intention shall continue in full force and effect for the duration of this contract, always provided that in the exercise of the aforementioned management rights, there shall be no discrimination,

16. OCCUPATIONAL HEALTH PLAN

All employees covered by this Agreement shall be subject to the provisions of the Occupational Health Plan as agreed to between the Employer and the Union.

17. SEXUAL HARASSMENT

The Employer and the Union agree that sexual harassment shall not be tolerated in the work place.

18. MISCELLANEOUS MATTERS

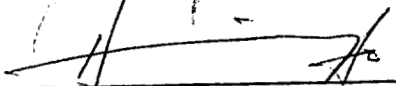
It is agreed between the parties hereto that Schedules "A", "B", "C", "D" and "E" annexed hereto shall form an integral part of this Agreement.

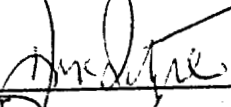


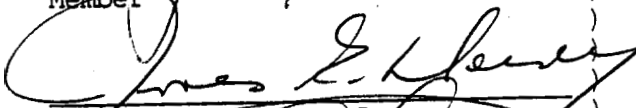
IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on the day and year first above written.

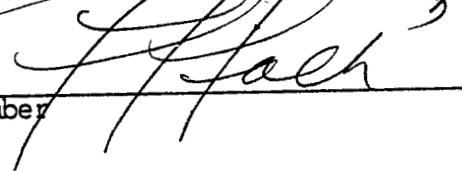
SIGNED on behalf of the VANCOUVER )  
POLICE BOARD:

  
\_\_\_\_\_  
Chairman of the Board

  
\_\_\_\_\_  
Member

  
\_\_\_\_\_  
Member

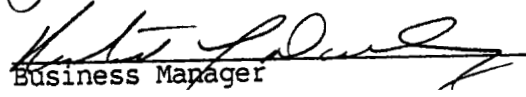
  
\_\_\_\_\_  
Member

  
\_\_\_\_\_  
Member

SEALED with the Seal of VANCOUVER )  
MUNICIPAL AND REGIONAL EMPLOYEES' )  
UNION and signed by:

  
\_\_\_\_\_  
President

Joey Hartman  
\_\_\_\_\_  
Secretary-Treasurer

  
\_\_\_\_\_  
Business Manager

APPROVED by Resolution of Council on 1988 October 04.

SCHEDULE "A"THE VANCOUVER POLICE BOARDSALARY RANGES FOR CLASSES OF POSITIONS COVERED BYAGREEMENT WITHVANCOUVER MUNICIPAL AND REGIONAL EMPLOYEES' UNIONEFFECTIVE JANUARY 1/88 - DECEMBER 31/90

Key: A = 1988 January 01      C = 1989 January 01      E = 1990 January 01  
 B = 1988 July 01      D = 1989 July 01      F = 1990 July 01

Class No.	Class Title	Pay Grade	Effective Date	Steps:**		3	4	5
				1	2			
1200	Administrative Assistant— Police Finance & Property	26	A	2802	2930	3063	3199	3343
			B	2830	2959	3094	3231	3376
			C	2943	3077	3218	3360	3511
			D	2972	3108	3250	3394	3546
			E	3106	3248	3396	3547	3706
			F	3153	3297	3447	3600	3762
162	Cashier-Clerk Typist	11	A	1451	1515	1583	1653	1726
			B	1466	1530	1599	1670	1743
			C	1525	1591	1663	1737	1813
			D	1540	1607	1680	1754	1831
			E	1609	1679	1756	1833	1913
			F	1633	1704	1782	1860	1942
021 (a)	Clerk I	9	A	1329	1387	1451	1515	1583
			B	1342	1401	1466	1530	1599
			C	1396	1457	1525	1591	1663
			D	1410	1472	1540	1607	1680
			E	1473	1538	1609	1679	1756
			F	1495	1561	1633	1704	1782
023	Clerk II	13	A	1583	1653	1726	1805	1886
			B	1599	1670	1743	1823	1905
			C	1663	1737	1813	1896	1981
			D	1680	1754	1831	1915	2001
			E	1756	1833	1913	2001	2091
			F	1782	1860	1942	2031	2122
025 (d)	Clerk III	17	A	1886	1970	2060	2152	2250
			B	1905	1990	2081	2174	2273
			C	1981	2070	2164	2261	2364
			D	2001	2091	2186	2284	2388
			E	2091	2185	2284	2387	2495
			F	2122	2218	2318	2423	2532

SCHEDULE "A" (cont'd)

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Key: A = 1988 January 01  
B = 1988 July 01C = 1989 January 01  
D = 1989 July 01E = 1990 January 01  
F = 1990 July 01

Class No.	Class Title	Pay Grade	Effective Date	Steps:**				
				1	2	3	4	5
027	Clerk IV	19	A	2060	2152	2250	2350	2457
			B	2081	2174	2273	2374	2482
			C	2164	2261	2364	2469	2581
			D	2186	2284	2388	2494	2607
			E	2284	2387	2495	2606	2724
			F	2318	2423	2532	2645	2765
028	Clerk V	22	A	2350	2457	2568	2683	2802
			B	2374	2482	2594	2710	2830
			C	2469	2581	2698	2818	2943
			D	2494	2607	2725	2846	2972
			E	2606	2724	2848	2974	3106
			F	2645	2765	2891	3019	3153
029	Clerk VI	24	A	2568	2683	2802	2930	3063
			B	2594	2710	2830	2959	3094
			C	2698	2818	2943	3077	3218
			D	2725	2846	2972	3108	3250
			E	2848	2974	3106	3248	3396
			F	2891	3019	3153	3297	3447
197 (a)	Clerk Key punch Operator I	13	A	1583	1653	1726	1805	1886
			B	1599	1670	1743	1823	1905
			C	1663	1737	1813	1896	1981
			D	1680	1754	1831	1915	2001
			E	1756	1833	1913	2001	2091
			F	1782	1860	1942	2031	2122
199	Clerk Key punch Operator II	14	A	1653	1726	1805	1886	1970
			B	1670	1743	1823	1905	1990
			C	1737	1813	1896	1981	2070
			D	1754	1831	1915	2001	2091
			E	1833	1913	2001	2091	2185
			F	1860	1942	2031	2122	2218
007 (a)	Clerk Stenographer I	9	A	1329	1387	1451	1515	1583
			B	1342	1401	1466	1530	1599
			C	1396	1457	1525	1591	1663
			D	1410	1472	1540	1607	1680
			E	1473	1538	1609	1679	1756
			F	1495	1561	1633	1704	1782

## SCHEDULE "A" (cont'd)

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Key: A = 1988 January 01  
 B = 1988 July 01

C = 1989 January 01  
 D = 1989 July 01

E = 1990 January 01  
 F = 1990 July 01

Class No.	Class Title	Pay Grade	Effective Date	Steps:**				
				1	2	3	4	5
009	Clerk Stenographer II	12	A	1515	1583	1653	1726	1805
			B	1530	1599	1670	1743	1823
			C	1591	1663	1737	1813	1896
			D	1607	1680	1754	1831	1915
			E	1679	1756	1833	1913	2001
			F	1704	1782	1860	1942	2031
011	Clerk Stenographer III	14	A	1653	1726	1805	1886	1970
			B	1670	1743	1823	1905	1990
			C	1737	1813	1896	1981	2070
			D	1754	1831	1915	2001	2091
			E	1833	1913	2001	2091	2185
			F	1860	1942	2031	2122	2218
013	Clerk Stenographer IV	17	A	1886	1970	2060	2152	2250
			B	1905	1990	2081	2174	2273
			C	1981	2070	2164	2261	2364
			D	2001	2091	2186	2284	2388
			E	2091	2185	2284	2387	2495
			F	2122	2218	2318	2423	2532
001 (a)	Clerk Typist I	9	A	1329	1387	1451	1515	1583
			B	1342	1401	1466	1530	1599
			C	1396	1457	1525	1591	1663
			D	1410	1472	1540	1607	1680
			E	1473	1538	1609	1679	1756
			F	1495	1561	1633	1704	1782
003 (B)	Clerk Typist II	11	A	1451	1515	1583	1653	1726
			B	1466	1530	1599	1670	1743
			C	1525	1591	1663	1737	1813
			D	1540	1607	1680	1754	1831
			E	1609	1679	1756	1833	1913
			F	1633	1704	1782	1860	1942
005	Clerk Typist III	14	A	1653	1726	1805	1886	1970
			B	1670	1743	1823	1905	1990
			C	1737	1813	1896	1981	2070
			D	1754	1831	1915	2001	2091
			E	1833	1913	2001	2091	2185
			F	1860	1942	2031	2122	2218
1210 (A)	Communications Operator I	14	A	1653	1726	1805	1886	1970
			B	1670	1743	1823	1905	1990
			C	1737	1813	1896	1981	2070
			D	1754	1831	1915	2001	2091
			E	1833	1913	2001	2091	2185
			F	1860	1942	2031	2122	2218

SCHEDULE "A" (cont'd)

Key: A = 1988 January 01  
B = 1988 July 01

C = 1989 January 01  
D = 1989 July 01

E = 1990 January 01  
F = 1990 July 01

Class No.	Class Title	Pay Grade	Effective Date	Steps:**				
				1	2	3	4	5
1210-1 (A)	Communications Operator II	16	A	1805	1886	1970	2060	2152
			B	1823	1905	1990	2081	2174
			C	1896	1981	2070	2164	2261
			D	1915	2001	2091	2186	2284
			E	2001	2091	2185	2284	2387
			F	2031	2122	2218	2318	2423
1217 (A)	Communications Operator III	18	A	1970	2060	2152	2250	2350
			B	1990	2081	2174	2273	2374
			C	2070	2164	2261	2364	2469
			D	2091	2186	2284	2388	2494
			E	2185	2284	2387	2495	2606
			F	2218	2318	2423	2532	2645
610	Cook I	14	A	1653	1726	1805	1886	1970
			B	1670	1743	1823	1905	1990
			C	1737	1813	1896	1981	2070
			D	1754	1831	1915	2001	2091
			E	1833	1913	2001	2091	2185
			F	1860	1942	2031	2122	2218
611	cook II (Police)	17	A	1886	1970	2060	2152	2250
			B	1905	1990	2081	2174	2273
			C	1981	2070	2164	2261	2364
			D	2001	2091	2186	2284	2388
			E	2091	2185	2284	2387	2495
			F	2122	2218	2318	2423	2532
1207 (A)	C.P.I.C. Supervisor/ Opertor	15	A	1726	1805	1886	1970	2060
			B	1743	1823	1905	1990	2081
			C	1813	1896	1981	2070	2164
			D	1831	1915	2001	2091	2186
			E	1913	2001	2091	2185	2284
			F	1942	2031	2122	2218	2318
1206 (A)	C.P.I.C. Terminai Operator	13	A	1583	1653	1726	1805	1886
			B	1599	1670	1743	1823	1905
			C	1663	1737	1813	1896	1981
			D	1680	1754	1831	1915	2001
			E	1756	1833	1913	2001	2091
			F	1782	1860	1942	2031	2122

## SCHEDULE "A" (cont'd)

Key: A = 1988 January 01  
B = 1988 July 01

C = 1989 January 01  
D = 1989 July 01

E = 1990 January 01  
F = 1990 July 01

Class No.	Class Title	Pay Grade	Effective Date	Steps:**				
				1	2	3	4	5
1215	Driver-Storeman	15	A	1726	1805	1886	1970	2060
			B	1743	1823	1905	1990	2081
			C	1813	1896	1981	2070	2164
			D	1831	1915	2001	2091	2186
			E	1913	2001	2091	2185	2284
			F	1942	2031	2122	2218	2318
188	Duplicating Machine Operator	11	A	1451	1515	1583	1653	1726
			B	1466	1530	1599	1670	1743
			C	1525	1591	1663	1737	1813
			D	1540	1607	1680	1754	1831
			E	1609	1679	1756	1833	1913
			F	1633	1704	1782	1860	1942
1231	Fingerprint Checker/ Trainer	23	A	2457	2568	2683	2802	2930
			B	2482	2594	2710	2830	2959
			C	2581	2698	2818	2943	3077
			D	2607	2725	2846	2972	3108
			E	2724	2848	2974	3106	3248
			F	2765	2891	3019	3153	3297
1230 (o)	Fingerprint Technician	19	A	2060	2152	2250	2350	2457
			B	2081	2174	2273	2374	2482
			C	2164	2261	2364	2469	2581
			D	2186	2284	2388	2494	2607
			E	2284	2387	2495	2606	2724
			F	2318	2423	2532	2645	2765
1229	Fingerprint Technician— Trainee		A	\$1805 per month				
			B	\$1823 per month				
			C	\$1896 per month				
			D	\$1915 per month				
			E	\$2001 per month				
			F	\$2031 per month				
1227 (c)	Fleet Attendant	13	A	1583	1653	1726	1805	1886
			B	1599	1670	1743	1823	1905
			C	1663	1737	1813	1896	1981
			D	1680	1754	1831	1915	2001
			E	1756	1833	1913	2001	2091
			F	1782	1860	1942	2031	2122
1204	Kennel Attendant	15	A	1726	1805	1886	1970	2060
			B	1743	1823	1905	1990	2081
			C	1813	1896	1981	2070	2164
			D	1831	1915	2001	2091	2186
			E	1913	2001	2091	2185	2284
			F	1942	2031	2122	2218	2318

SCHEDULE "A" (cont'd)

Key: A = 1988 January 01  
B = 1988 July 01

C = 1989 January 01  
D = 1989 July 01

E = 1990 January 01  
F = 1990 July 01

Class No.	Class Title	Pay Grade	Effective Date	Steps:**		3	4	5
				1	2			
1203 (a,k)	Kitchen Attendant	10	A	1387	1451	1515	1583	1653
			B	1401	1466	1530	1599	1670
			C	1457	1525	1591	1663	1737
			D	1472	1540	1607	1680	1754
			E	1538	1609	1679	1756	1833
			F	1561	1633	1704	1782	1860
189	Microfilm Operator	13	A	1583	1653	1726	1805	1886
			B	1599	1670	1743	1823	1905
			C	1663	1737	1813	1896	1981
			D	1680	1754	1831	1915	2001
			E	1756	1833	1913	2001	2091
			F	1782	1860	1942	2031	2122
022	Payroll Clerk II	18	A	1970	2060	2152	2250	2350
			B	1990	2081	2174	2273	2374
			C	2070	2164	2261	2364	2469
			D	2091	2186	2284	2388	2494
			E	2185	2284	2387	2495	2606
			F	2218	2318	2423	2532	2645
022-1	Payroll Supervisor I	20	A	2152	2250	2350	2457	2568
			B	2174	2273	2374	2482	2594
			C	2261	2364	2469	2581	2698
			D	2284	2388	2494	2607	2725
			E	2387	2495	2606	2724	2848
			F	2423	2532	2645	2765	2891
1299	Personnel Assistant I— Police	13	A	1583	1653	1726	1805	1886
			B	1599	1670	1743	1823	1905
			C	1663	1737	1813	1896	1981
			D	1680	1754	1831	1915	2001
			E	1756	1833	1913	2001	2091
			F	1782	1860	1942	2031	2122
1300	Personnel Assistant II— Police	17	A	1886	1970	2060	2152	2250
			B	1905	1990	2081	2174	2273
			C	1981	2070	2164	2261	2364
			D	2001	2091	2186	2284	2388
			E	2091	2185	2284	2387	2495
			F	2122	2218	2318	2423	2532
1208	Police Document Examiner	27	A	2930	3063	3199	3343	3494
			B	2959	3094	3231	3376	3529
			C	3077	3218	3360	3511	3670
			D	3108	3250	3394	3546	3707
			E	3248	3396	3547	3706	3874
			F	3297	3447	3600	3762	3932

## SCHEDULE "A" (cont'd)

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Key: A = 1988 January 01      C = 1989 January 01      E = 1990 January 01  
 B = 1988 July 01      D = 1989 July 01      F = 1990 July 01

Class No.	Class Title	Pay Grade	Effective Date	Steps:**				
				1	2	3	4	5
1228	Police Laboratory Analyst I	26	A	2802	2930	3063	3199	3343
			B	2830	2959	3094	3231	3376
			C	2943	3077	3218	3360	3511
			D	2972	3108	3250	3394	3546
			E	3106	3248	3396	3547	3706
			F	3153	3297	3447	3600	3762
1228-1	Police Laboratory Analyst II	31	A	3494	3652	3818	3990	4170
			B	3529	3689	3856	4030	4212
			C	3670	3837	4010	4191	4380
			D	3707	3875	4050	4233	4424
			E	3874	4049	4232	4423	4623
			F	3932	4110	4295	4489	4692
1212	Police Report Clerk	13	A	1583	1653	1726	1805	1886
			B	1599	1670	1743	1823	1905
			C	1663	1737	1813	1896	1981
			D	1680	1754	1831	1915	2001
			E	1756	1833	1913	2001	2091
			F	1782	1860	1942	2031	2122
012-2	Secretary to Deputy Chief Constable	16	A	1805	1886	1970	2060	2152
			B	1823	1905	1990	2081	2174
			C	1896	1981	2070	2164	2261
			D	1915	2001	2091	2186	2284
			E	2001	2091	2185	2284	2387
			F	2031	2122	2218	2318	2423
1205	Stable Attendant	15	A	1726	1805	1886	1970	2060
			B	1743	1823	1905	1990	2081
			C	1813	1896	1981	2070	2164
			D	1831	1915	2001	2091	2186
			E	1913	2001	2091	2185	2284
			F	1942	2031	2122	2218	2318
111	Storekeeper I	18	A	1970	2060	2152	2250	2350
			B	1990	2081	2174	2273	2374
			C	2070	2164	2261	2364	2469
			D	2091	2186	2284	2388	2494
			E	2185	2284	2387	2495	2606
			F	2218	2318	2423	2532	2645



SCHEDULE "A" (cont'd)

Key: A = 1988 January 01  
 B = 1988 July 01

C = 1989 January 01  
 D = 1989 July 01

E = 1990 January 01  
 F = 1990 July 01

Class No.	Class Title	Pay Grade	Effective Date	Steps:**				
				1	2	3	4	5
1214	Storekeeper—Police Property Office	19	A	2060	2152	2250	2350	2457
			B	2081	2174	2273	2374	2482
			C	2164	2261	2364	2469	2581
			D	2186	2284	2388	2494	2607
			E	2284	2387	2495	2606	2724
			F	2318	2423	2532	2645	2765
141* (o)	Storeman II (Police)	14	A	1653	1726	1805	1886	1970
			B	1670	1743	1823	1905	1990
			C	1737	1813	1896	1981	2070
			D	1754	1831	1915	2001	2091
			E	1833	1913	2001	2091	2185
			F	1860	1942	2031	2122	2218
172	Technical Specialist	28	A	3063	3199	3343	3494	3652
			B	3094	3231	3376	3529	3689
			C	3218	3360	3511	3670	3837
			D	3250	3394	3546	3707	3875
			E	3396	3547	3706	3874	4049
			F	3447	3600	3762	3932	4110
171 (a)	Telephone Operator	11	A	1451	1515	1583	1653	1726
			B	1466	1530	1599	1670	1743
			C	1525	1591	1663	1737	1813
			D	1540	1607	1680	1754	1831
			E	1609	1679	1756	1833	1913
			F	1633	1704	1782	1860	1942
606 (a)	Telephone Operator Typist I	9	A	1329	1387	1451	1515	1583
			B	1342	1401	1466	1530	1599
			C	1396	1457	1525	1591	1663
			D	1410	1472	1540	1607	1680
			E	1473	1538	1609	1679	1756
			F	1495	1561	1633	1704	1782
607	Telephone Operator Typist II	11	A	1451	1515	1583	1653	1726
			B	1466	1530	1599	1670	1743
			C	1525	1591	1663	1737	1813
			D	1540	1607	1680	1754	1831
			E	1609	1679	1756	1833	1913
			F	1633	1704	1782	1860	1942

SCHEDULE "A" (cont'd)

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Key: A = 1988 January 01      C = 1989 January 01      E = 1990 January 01  
 B = 1988 July 01      D = 1989 July 01      F = 1990 July 01

Class No.	Class Title	Pay Grade	Effective Date	Steps:**				
				1	2	3	4	5
1211	Traffic Counter Clerk	11	A	1451	1515	1583	1653	1726
			B	1466	1530	1599	1670	1743
			C	1525	1591	1663	1737	1813
			D	1540	1607	1680	1754	1831
			E	1609	1679	1756	1833	1913
			F	1633	1704	1782	1860	1942

Footnotes:

- (a) These positions receive an increment each six (6) months - all others annual except as provided under \*\* below.
- (c) Plus 7% for longer hours worked, when applicable.
- (k) Pay grade includes consideration for working irregular hours.
- (o) Plus two pay grades for additional responsibility, where applicable.
- (A) Plus 3.5% for longer hours worked.
- (B) Plus \$6.00 if operating offset press.

FIRST AID PREMIUMS FOR DESIGNATED HOLDERS OF INDUSTRIAL FIRST AID CERTIFICATES

An employee who holds a valid Industrial First Aid Certificate and is designated to perform first aid duties in addition to his normal duties shall receive:

50 cents per hour for holding the "A" certificate  
 40 cents per hour for holding the "B" certificate  
 30 cents per hour for holding the "C" certificate.

\*\* Effective 1989 January 01, eligibility for advancement from one step (increment) to the next is as follows:

Pay Grades 9 to 14 - 6 month eligibility to move from steps 1 to 2 and 2 to 3; thereafter 12 month eligibility.

Pay Grade 15 - 6 month eligibility to move from step 1 to 2; thereafter 12 month eligibility.

Pay Grade 16 and above - 12 month eligibility.

City of Vancouver  
 Personnel Services  
 November 1988  
 0415/30

SCHEDULE "B"

This is Schedule "B" referred to in  
Clauses 4, 6 & 13 of this Agreement

- A. The terms and conditions of this Agreement shall apply to Regular Part-Time Employees and Auxiliary Employees save and except for the following provisions thereof:

Clause 4.5	Derivation of Bi-weekly Rates for Salaried Employees
Clause 5.	Pay for Acting Senior Capacity
Clause 7.	Overtime, Callout
Clause 7.4	Meal Periods
Clause 7.5	Meal Allowances
Clause 8.	Vacations & Public Holidays
Clause 9.	Employee Benefits
Clause 10.1(b)	Working Conditions (normal work days)
Clause 10.2	Posting Positions & Filling Vacancies
Clause 10.3	Promotions, Transfers & Demotions
Clause 10.4	Probationary Periods
Clause 10.5	Layoffs & Bumping
Clause 10.6	Recall
Clause 16.	Occupational Health Plan

and Schedules "A", "C", and "D" (Part I).

- B. In addition to the applicable terms and conditions referred to in paragraph A the following special provisions apply to Regular Part-Time Employees and Auxiliary Employees:

1. OVERTIME

Regular Part-Time Employees and Auxiliary Employees who are required to work overtime shall be paid for such overtime in the following manner:

SCHEDULE "B" (cont'd)

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- (a) Time and one-half for the first 4 hours worked in excess of the normal daily hours in a day.
- (b) Double time for hours worked beyond 4 hours in excess of the normal daily hours in a day.
- (c) Where employees have already performed work on 5 days during the week, time and one-half for any hours worked prior to noon on their sixth day of work in that week, double time for hours worked after 12 noon on their sixth day, and double time for all hours worked on their seventh day of work in that week.
- (d) For purposes of applying overtime rates, normal daily and weekly hours for Regular Part-Time Employees shall be deemed to be those of a Regular Full-Time Employee whose position is similarly classified.

2. MEAL PERIODS AND MEAL ALLOWANCES

- (a) Regular Part-Time Employees and Auxiliary Employees who are relieving in a full-time position shall be eligible for Meal Periods and Meal Allowances pursuant to Clauses 7.4 and 7.5 under the same terms and conditions that are applicable to a Regular Full-Time Employee.
- (b) Regular Part-Time Employees and Auxiliary Employees who are required to work on their sixth or seventh day of the week pursuant to Clause 1(c) above shall be eligible for Meal Periods and Meal Allowances pursuant to Clauses 7.4 and 7.5, except that the paid Meal Period will be at the applicable overtime rate pursuant to Clause 1(c) above.

3. PAYMENT IN LIEU OF BENEFITS

- (a) Up to and including 1981 May 25, commencing with the first day of employment Regular Part-Time Employees and Auxiliary Employees shall receive an amount equal to 10% of their total earnings including overtime pay, in lieu of annual vacation, public holidays, group life insurance, medical and extended health benefits and dental coverage.

Effective 1981 May 26 the provisions of paragraph 3(a) hereof are hereby modified **as** follows:

- (i) Auxiliary Employees shall upon completion of 1500 hours of work within any two consecutive years be entitled to 14% of regular earnings in lieu of all benefits including those providing for time off with pay. Those Auxiliary Employees who have not worked the necessary number of hours to qualify for 14% shall continue to be

entitled to 10% of regular earnings which premium payment shall be considered to be in lieu of all benefits including those providing for time off with pay. For the purpose of qualifying for the 14% premium payment, all hours worked during 1980 shall be taken into account.

- (ii) Regular Part-Time Employees who have worked the equivalent of 6 months (e.g., 913 hours) and who regularly work 20 or more hours per week, shall be provided as soon as possible following 1981 May 26 with a one-time choice between receiving 14% of regular salary in lieu of all benefits except those listed in paragraph 3(a)(iii) below, or actual benefits coverage. In any case where an eligible employee opts for benefits coverage, the Employer will contribute its contractual portion of premiums pro-rated by the proportion of regular full time weekly hours which the Regular Part-Time Employee normally works, and the employee will be required to pay the balance of the premiums.
  - (iii) All Regular Part-Time Employees who have worked the equivalent of 6 months, shall be entitled to the same Bereavement Leave, Maternity Leave, Adoption Leave and Jury-Witness Duty provisions to which Regular Full-Time Employees are entitled on a pro-rated basis, but if having opted for 14% in lieu of all other benefits, shall not be paid such 14% when on unpaid leave of absence.
  - (iv) All Regular Part-Time Employees who have worked less than the equivalent of 6 months, shall be entitled to receive 10% of regular salary in lieu of all benefits, and those who have worked the equivalent of 6 months but have not opted for actual benefits coverage, shall be entitled to receive 14% of regular salary in lieu of all benefits except those listed in paragraph 3(a)(iii) above.
  - (v) Any Regular Part-Time or Auxiliary Employee who is currently receiving actual benefits coverage will be provided as soon as possible following 1981 May 26 with a one-time choice between continuing to receive actual benefits coverage or receiving 14% of regular salary in lieu of all benefits, except those listed in paragraph 3(a)(iii) above.
- (b) Effective 1986 July 01, the ten percent (10%) in lieu of benefits shall be increased to twelve percent (12%). Effective 1987 January 01, the fourteen percent (14%) in lieu of benefits shall be increased to sixteen percent (16%).

4. PUBLIC HOLIDAYS

A public holiday will be treated as a normal working day for Regular Part-Time Employees and Auxiliary Employees. Thus, an employee who works on a public holiday will be paid straight time rates for the normal daily hours and at normal overtime rates for any hours worked in excess of normal daily or weekly hours. Similarly, an employee who does not work on a public holiday will not receive any pay or compensating time off in lieu of the holiday.

5. NORMAL DAILY AND WEEKLY HOURS

Normal daily and weekly hours shall be deemed to be 8 and 40 respectively for Regular Part-Time Employees and Auxiliary Employees except in the case of a Regular Part-Time Employee or an Auxiliary Employee working in a classification normally occupied by a Regular Full-Time Employee whose normal hours shall be deemed to be the normal hours of the Regular Part-Time Employee or Auxiliary Employee (as the case may be).

6. PAY INCREMENTS

Where ranges exist, eligibility for advancement from one step to the next (increment) shall be based on the completion of 1044 hours.

7. RESIGNATION, RE-EMPLOYMENT, LAYOFF

Employees who are absent from the service for less than one year shall have their seniority and placement on the increment scale reinstated upon re-employment.

8. COMPUTATION OF HOURLY RATES

Regular Part-Time Employees and Auxiliary Employees shall be paid an hourly rate established as follows:

- (a) Where the employee is employed in a job classification for which a monthly salary rate is set forth in Schedule "A", the Employer shall select the appropriate step in the salary range for that job classification and compute the hourly rate for the employee as follows:

$$\text{Hourly Rate} = \frac{\text{Normal Monthly Salary for the Class} \times 12}{\text{Normal Annual Hours for the Class}}$$

- (b) Where the employee is employed in a job classification set forth in Schedule "A" and paid on a bi-weekly basis, the Employer shall select the appropriate step in the salary range for that job classification and compute the hourly rate for the employee as follows:

$$\text{Hourly Rate} = \frac{\text{Bi-weekly Salary}}{\text{Normal Bi-weekly Hours for the Class}}$$

- (c) Where the employee is employed in a position for which there is no classification designated in Schedule "A", the Director of Personnel Services shall classify the position and establish an hourly rate therefor.

**NOTE:** If there is any disagreement with the Union under 8(c) it shall be resolved in accordance with the Referee Agreement.

9. LEAVE FOR VACATION

A Regular Part-Time Employee and Auxiliary Employee may, upon request, be granted leave of absence without pay for vacation purposes, with scheduling subject to operational requirements.

SCHEDULE "C"

This is Schedule "C" referred to in  
Clauses 8.2 and 18 of this Agreement

Supplementary Vacations: Explanation of the Table

In the table the figure to the left of the oblique stroke shows the number of working days of regular annual vacation. i.e., 15 days from the second to the ninth calendar year of service; 20 days from the 10th to the 17th; 25 days from the 18th to the 25th; 30 days in the 26th and all subsequent calendar years of service.

The figure to the right of the oblique stroke shows the number of working days of supplementary vacation, and appears in the calendar year in which they are credited to an employee. These supplementary vacation days may be taken in any of the years beginning with the one in which they were credited but prior to the one in which the next 5 days are credited.

**Example :**

**An** employee hired in 1973 is in his or her 16th calendar year during 1988. The employee in 1988 will be credited with 5 supplementary working days which may be taken at any time between 1988 and 1992, both years included. In 1993 the employee will be credited with a further 5 supplementary working days, etc.

The working day entitlement is based upon a five-day work week.



TABLE SHOWING REGULAR ANNUAL VACATION AND SUPPLEMENTARY VACATION  
ENTITLEMENT IN WORKING DAYS FOR THE YEARS 1988 TO 1997 BY YEAR HIRED

Year Hired	ENTITLEMENT YEAR									
	1988	1989	1990	1991	1992	1993	1994	1995	1996	1997
1988	-	15/-	15/-	15/-	15/-	15/-	15/-	15/-	15/-	20/-
1987	15/-	15/-	15/-	15/-	15/-	15/-	15/-	15/-	20/-	20/5
1986	15/-	15/-	15/-	15/-	15/-	15/-	15/-	20/-	20/5	20/-
1985	15/-	15/-	15/-	15/-	15/-	15/-	20/-	20/5	20/-	20/-
1984	15/-	15/-	15/-	15/-	15/-	20/-	20/5	20/-	20/-	20/-
1983	15/-	15/-	15/-	15/-	20/-	20/5	20/-	20/-	20/-	20/-
1982	15/-	15/-	15/-	20/-	20/5	20/-	20/-	20/-	20/5	20/-
1981	15/-	15/-	20/-	20/5	20/-	20/-	20/-	20/5	20/-	25/-
1980	15/-	20/-	20/5	20/-	20/-	20/-	20/-	20/5	20/-	25/-
1979	20/-	20/5	20/-	20/-	20/-	20/-	20/5	20/-	25/-	25/-
1978	20/5	20/-	20/-	20/-	20/-	20/5	20/-	25/-	25/-	25/-
1977	20/-	20/-	20/-	20/-	20/5	20/-	25/-	25/-	25/-	25/5
1976	20/-	20/-	20/-	20/5	20/-	25/-	25/-	25/-	25/5	25/-
1975	20/-	20/-	20/5	20/-	25/-	25/-	25/-	25/5	25/-	25/-
1974	20/-	20/5	20/-	25/-	25/-	25/-	25/5	25/-	25/-	25/-
1973	20/5	20/-	25/-	25/-	25/-	25/5	25/-	25/-	25/-	25/-
1972	20/-	25/-	25/-	25/-	25/5	25/-	25/-	25/-	25/-	30/5
1971	25/-	25/-	25/-	25/5	25/-	25/-	25/-	25/-	30/5	30/-
1970	25/-	25/-	25/5	25/-	25/-	25/-	25/-	30/5	30/-	30/-
1969	25/-	25/5	25/-	25/-	25/-	25/-	30/5	30/-	30/-	30/-
1968	25/5	25/-	25/-	25/-	25/-	30/5	30/-	30/-	30/-	30/-
1967	25/-	25/-	25/-	25/-	30/5	30/-	30/-	30/-	30/-	30/5
1966	25/-	25/-	25/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-
1965	25/-	25/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-
1964	25/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-
1963	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-
1962	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5
1961	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-
1960	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-
1959	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-
1958	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-
1957	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5
1956	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-
1955	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-
1954	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-
1953	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-
1952	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5
1951	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-
1950	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-
1949	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-
1948	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-

SCHEDULE "D"PART I1977 Negotiations

This is Schedule "D" referred to in  
Clause 18 of this Agreement

The following items are from the Memorandum of Agreement dated 4 June 1977, entered into between the bargaining representatives for the City of Vancouver et al and the bargaining representatives for the union which was used in the preparation of this Agreement:

1. With respect to the Unions' proposal for a Compressed Work Week based on present hours, it is agreed that decisions regarding whether or not, and if **so**, to what extent compressed work weeks should be introduced into the operation of any of the Employers should be made in local discussions between individual Employers and their respective Local Unions. It is agreed, however, that arrangements for the conversion of fringe benefits from a 5-day week basis to a 4-day week basis or to a 9-day fortnight basis shall be made in accordance with one or other of the standard formulas the details of which are set forth in the Appendix which is attached to this Schedule.

It is expressly agreed that the various formulas which are to be included within all new Agreements, are to be based upon the principle that any adjustment from a 5-day week is to be accomplished with neither any additional salary or benefit cost to the Employers nor **any** reduction in the salaries or benefits received by their employees.

Agreements Resulting from Local Negotiations1. Parking—Police Civilians

The Employer agrees to provide a maximum of twelve (12) parking spaces for civilian night shift workers in the parking lot behind the Provincial Court Building at 222 Main Street, subject to negotiations with the Provincial Court authorities as to the availability of space and the rate to be charged—the cost of such spaces to be borne by the Employer.

APPENDIX

This is the Appendix referred to  
in Schedule "D"

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Principles Governing the Conversion of Employee Fringe Benefits in Cases of Introduction or Renewal of Compressed Work Weeks

In the event that **any** of the parties to this Memorandum of Agreement decide in local discussions to extend the existing conversion of, or to convert the work week of the employees staffing the whole or a part of an Employer's operations, from five (5) working days to four (4) working days per week or to nine (9) working days per fortnight, it has been agreed that such employees' fringe benefits shall be converted as follows:

1. Basic annual working hours shall be calculated as **260.89** x daily working hours as per the 5-day week; e.g.  $260.89 \times 7 = 1826\text{-}1/4$ , or  $260.89 \times 7.5 = 1956.675$ .
2. Basic annual public holiday hours shall be calculated as 11 x daily hours as per the 5-day week; e.g.  $11 \times 7 = 77$ , or  $11 \times 7.5 = 82.5$ .
3. **Account** shall be taken of the difference in basic annual rest period allowances; e.g. **52.178** weeks x 5 days x 20 minutes (=86.96 hours) in the case of the standard 5-day week; **52.178** x 4 x 20 minutes (=69.57 hours) in the case of the 4-day week; and **52.178** x 4.5 x 20 minutes (=78.27 hours) in the case of the 9-day fortnight.
4. Employees shall have at least two of their days off in any week consecutive, and such days off shall for purposes of Overtime pay be deemed to be the "first scheduled rest day" and the "second scheduled rest day". Pay for any work on the third day off in any week shall be in accordance with normal daily overtime rates.
5. For the purposes of Overtime pay on scheduled working days, **normal** daily working hours and the normal work week shall be considered to be those lengths of time established by the parties pursuant to paragraph 8 herein.
6. Annual Vacation entitlement and all credits for Deferred Vacation, Supplementary Vacation, Sick Leave benefits and Gratuity benefits shall be converted from working days to working hours by multiplying the number of days to an employee's credit by the daily working hours as per the previous 5-day week. All deductions or debits shall be made on the basis that each working day of absence shall be measured as the length of time established by the parties pursuant to paragraph 8 herein.

7. Notwithstanding any Clause in a Collective Agreement to the contrary, an employee shall not receive pay for acting senior capacity where he or she has been temporarily required to accept the responsibilities and carry out the duties of a senior position because of the absence of the incumbent of that senior position due to the compressed work week.
8. In order to establish the length of the compressed work day and the compressed work week, the parties are to be governed by the principle that the basic annual working hours ~~less~~ basic annual public holiday hours and ~~less~~ basic annual rest period allowances are to remain the same ~~under~~ the compressed work week as they were under the standard work week.

The parties will be free to decide how to deal with the matter of public holidays in accordance with one or other of the three following ways, and their decisions will determine automatically the lengths of the compressed work day and work week:

- (a) Revert to a standard 5-day week in any week when a public holiday occurs;
  - (b) Change days off during any week when a public holiday occurs in order that each employee will work on 4 days in every week of the year with the sole exception being when Christmas Day and Boxing Day are observed in the same week in which case each employee will work 3 days in that week and 5 days in the immediately preceding week.
  - (c) Have a compressed work **day** off with **pay** for each public holiday, and owe the Employer the difference in hours between the length of the compressed work days and the length of the employee's former standard work day.
9. Whenever any doubt arises **as** to how the fringe benefit conversion should be made with respect to any item (whether or not covered by this Appendix), the doubt shall be resolved by reference to the basic principle agreed upon by all parties to this Memorandum, i.e., there shall be no additional salary or benefit cost to the Employer, and no reduction in the salaries or benefits received by the employees.
  10. In the event any Employer and its respective Union wish to amend or continue an existing experimental compressed work week, or wish to introduce a compressed work week, they will be required to obtain the approval of the Joint Language Sub-Committee **with** respect to their proposed formula for converting employee fringe benefits.

SCHEDULE "D"

PART II

1983-1985 Negotiations

This is Schedule "D" referred to in  
Clause 18 of this Agreement

1. Committee to Discuss Seniority for Regular Part-Time and Auxiliary Employees

Effective four months following 1984 July 12, a joint committee shall be struck for the purpose of discussing the applicability of seniority to Regular Part-Time and Auxiliary Employees. The joint committee shall include an equal number of representatives from the Employer\* and the Union.

\*including a representative from the Greater Vancouver Regional District's Labour Relations Department.

SCHEDULE "D"PART III1986-1987 Negotiations

This is Schedule "D" referred to in  
Clause 18 of this Agreement

1. Job Sharing

Whereas the Joint CUPE/VMREU Memorandum of Agreement establishes in Schedule 11, paragraph 7, a Joint Committee to review Job Sharing with the following terms of reference:

**As** soon as possible following 1986 July 07, a Joint Committee shall be established consisting of three (3) representatives of the Union and three (3) representatives of the Employer to discuss the Union's proposal relative to Job Sharing. The Committee shall report its findings and recommendations to the respective bargaining committees for the renewal of the next Collective Agreements. Where a recommendation is approved by the principals of both parties, such recommendation may be implemented prior to the next round of collective bargaining.

The Employer and the Union agree to jointly review the findings and recommendations of said Committee. Where a recommendation is also approved by the principals of this Agreement, such recommendation may be implemented prior to the next round of bargaining.

2. Schedule "B"---Pay Rates Upon Promotion

Whereas the Joint CUPE/VMREU Memorandum of Agreement establishes in Schedule 11, paragraph 16, a Joint Committee to review the application of Pay Rates upon promotion to Schedule "B" employees with the following terms of reference:

**As** soon as possible following 1986 July 07, a Joint Committee shall be established consisting of three (3) representatives of the Union and three (3) representatives of the Employer. The Committee shall review the Union's bargaining proposal relative to removing Clause 10.5(c) of the 1983-85 Collective Agreement from the list of exemptions in Schedule "B". The Committee shall report its findings and any recommendations to respective bargaining committees for the renewal of the next Collective Agreements. Where a recommendation is approved by the principals of both parties, such recommendation may be implemented prior to the next round of collective bargaining.

The Employer and the Union agree to jointly review the findings and recommendations of said Committee. Where a recommendation is also approved by the principals to this Agreement, such recommendation may be implemented prior to the next round of bargaining.

SCHEDULE "D"PART IV1988-1990 Negotiations

This is Schedule "D" referred to in  
Clause 18 of this Agreement

1. Gratuity Experiment

For a period of two (2) years, from 1989 January 01 to 1990 December 31, the Employer and the Union agree to amend the crediting and debiting of gratuity days from an annual basis to one (1) working day for every four (4) months of continuous service. An illness that commences in one four (4) month period and continues into a subsequent four (4) month period shall not affect the employee's gratuity credit for the latter four (4) month period. All other aspects of the Gratuity Plan shall remain unaffected by this experiment. Effective 1991 January 01, the parties shall revert to crediting and debiting gratuity days on an annual basis as outlined in the Collective Agreement.

During the experiment a Joint Committee shall be established consisting of not more than three (3) representatives of the Employer and three (3) representatives of the Union. The Committee shall review the impact of the gratuity experiment on the use of Sick Leave and shall report its recommendations to the respective bargaining committees for the renewal of the next Collective Agreement. Where a recommendation is approved by the principals of both parties, such recommendation may be implemented prior to the next round of collective bargaining.

2. Pay Anomalies, Definition of Regular Rate of Pay and Derivation of Bi-Weekly Rates

Whereas the Joint-CUPE/VMREU Memorandum of Agreement establishes in Schedule 18 paragraph 6, a Joint Committee to review the above noted subjects with the following terms of reference:

"As soon as possible following the date of reference of the Joint Memorandum of Agreement, a Joint Committee shall be established consisting of not more than three (3) representatives of the Employers and not more than three (3) representatives of the Union. The Committee shall review the Union's bargaining proposal on Pay Anomalies and the Employer's bargaining proposals on Definition of Regular Rate of Pay and Derivation of Bi-weekly Rates. The Committee shall report its findings and any recommendations to their respective bargaining committees for the renewal of the next Collective Agreements. Where a recommendation is approved by the principals of both parties, such recommendation may be implemented prior to the next round of collective bargaining."

The Employer and the Union agree to jointly review the findings and recommendations of said Committee. Where a recommendation is also approved by the principals to this Agreement, such recommendation may be implemented prior to the next round of bargaining.

3. Local Benefits Committee

Whereas the Joint **CUPE/VMREU** Memorandum of Agreement establishes in Schedule 18 paragraph 7, a Local Benefits Committee to review Benefits with the following terms of reference:

"Within four (4) months following the date of ratification of the Joint Memorandum of Agreement, a Local Benefits Committee shall be established consisting of not more than three (3) representatives of the Union and three (3) representatives of the Employer.

The Committee shall meet **as** often as necessary to study, review and discuss potential changes to Health and welfare Benefit Plan, including qualifying times and Long Term Disability.

The Committee shall report its findings and recommendations to the respective bargaining committees for the renewal of the next Collective Agreement. Where a recommendation is approved by the principals of both parties, such recommendation may be implemented prior to the next round of collective bargaining."

The Employer and the Union agree to jointly review the findings and recommendations of said Committee. Where a recommendation is also approved by the principals to this Agreement, such recommendation may be implemented prior to the next round of bargaining.



SCHEDULE "E"EMPLOYMENT STANDARDS ACT PRINCIPLES

Effective 1984 July 12 the parties agree that the following principles are implicit in and form part of the terms of the Collective Agreement:

- (1) That, except where a provision in the Agreement or a currently accepted practice specifically contemplates otherwise, (for example, the Overtime, Callout and non-standard work week provisions) employees shall have not less than 8 consecutive hours free from work between each shift worked and not less than 32 consecutive hours free from work between each week. Where an employee is required to work within the 8 or 32 hour free period, the time worked during the work free period shall be subject to the appropriate overtime provisions.
- (2) That where an employee works a split shift, the shift shall be completed within 12 hours of commencing such shift.
- (3) The eating period provided under the "Hours of Work" provision of the Agreement shall be scheduled **so** as to prevent an employee from working more than 5 consecutive hours without an eating period. Commencing one month following 1984 July 12 Regular Part-Time and Auxiliary Employees shall not work more than 5 consecutive hours without an unpaid eating period.

LETTER OF UNDERSTANDING

Between

THE VANCOUVER POLICE BOARD  
("The Employer")

And

THE VANCOUVER MUNICIPAL AND REGIONAL EMPLOYEES' UNION  
("The Union")

CIVILIAN PARKING

Effective as soon as possible following 1986 October 28 and as a short term solution, the Police Board through a leasing arrangement by the City, agrees to provide **up** to a maximum of 37 spaces in the area North East of Main Street Viaduct. The cost of the spaces are to be borne 50% by the Employer and 50% by the employees.

The Police Board, through the City of Vancouver, further agrees to continue to attempt to secure suitable parking arrangements for its employees, should the Board be successful, the costs of such parking shall be borne 50% by the Employer and 50% by the employees.

SIGNED ON BEHALF OF VANCOUVER  
POLICE BOARD:

SIGNED ON BEHALF OF THE  
VANCOUVER MUNICIPAL AND REGIONAL  
EMPLOYEES' UNION:

\_\_\_\_\_

\_\_\_\_\_ Rick Gates

\_\_\_\_\_ Malcolm Graham

\_\_\_\_\_ Robert Donnelly

\_\_\_\_\_ H. Starek

\_\_\_\_\_

Dated at Vancouver this 7th day of July, 1986.