

2016

MEMORANDUM OF AGREEMENT

between the

TOWNSHIP OF LANGLEY
(hereinafter called "the Employer")

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 403
(hereinafter called "the Union")

THE UNDERSIGNED BARGAINING REPRESENTATIVES OF THE LABOUR RELATIONS DEPARTMENT OF THE METRO VANCOUVER REGIONAL DISTRICT, ACTING ON BEHALF OF THE TOWNSHIP OF LANGLEY (hereinafter called "the Employer"), AGREE TO RECOMMEND TO THE TOWNSHIP OF LANGLEY COUNCIL;

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 403 (hereinafter called "the Union"), AGREE TO RECOMMEND TO THE UNION MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING 2016 JANUARY 01 AND EXPIRING 2020 DECEMBER 31 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. **Previous Conditions**

All of the terms of the 2012-2015 Collective Agreement continue except as specifically varied below.

2. **Term of Agreement**

The term of the new Collective Agreement shall be for five (5) years from 2016 January 01 to 2020 December 31, both dates inclusive. Subsections (2) and (3) of Section 50 of the Labour Relations Code shall be specifically excluded from and shall not apply to the new Collective Agreement.

3. **General Increase**

The Employer and the Union agree that the new Collective Agreement shall reflect wage adjustments as follows:

- (a) Effective 2016 January 01, all hourly rates of pay which were in effect on 2015 December 31st shall be increased by one and one-half percent (1.50%). The new hourly rates shall be rounded to the nearest whole cent.

- (b) Effective 2017 January 01, all hourly rates of pay which were in effect on 2016 December 31st shall be increased by one and one-half percent (1.50%). The new hourly rates shall be rounded to the nearest whole cent.
- (c) Effective 2018 January 01, all hourly rates of pay which were in effect on 2017 December 31st shall be increased by two percent (2.00%). The new hourly rates shall be rounded to the nearest whole cent.
- (d) Effective 2019 January 01, all hourly rates of pay which were in effect on 2018 December 31st shall be increased by two percent (2.00%). The new hourly rates shall be rounded to the nearest whole cent.
- (e) Effective 2020 January 01, all hourly rates of pay which were in effect on 2019 December 31st shall be increased by two percent (2.00%). The new hourly rates shall be rounded to the nearest whole cent.

4. **Article 3.2 – Exclusions**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 3.2 to read as follows:

“The Employer recognizes the Union as the sole collective bargaining agency of the employees of the Employer except the classifications of:

Airport Manager
Airport Business Manager
Airport Operations Specialist
Assistant Chief Inspector
Assistant Chief, Administration
Assistant Chief, Fire Prevention / Public Education
Assistant Human Resources Advisor
Assistant Manager, Development Engineering
Chief Inspector
Community Initiatives and Special Projects Assistant
Community Recreation Manager(s)
Construction Manager
Corporate Events and Media Liaison
Council / Community Support Clerk
Cultural Services Manager
Deputy Director, Finance
Deputy Fire Chief
Deputy Township Clerk
Director, Arts, Culture and Community Initiatives
Director, Corporate Administration
Director, Development Services
Director, Finance
Director, Human Resources

Director, Public Works
Director, Parks and Recreation
District Fire Chiefs
Economic Development Manager
Engineering Services Manager
Engineering Superintendent(s)
Executive Assistant / Executive Secretary
Executive Secretary - RCMP
Facilities Maintenance Manager
Fire Chief
GM, Engineering and Community Development
GM, Municipal Administration and Community Services
Groundwater Hydrologist/Hydrogeologist
Health and Safety Advisor
Heritage Planner
Human Resources Advisor
Human Resources Clerk
Infrastructure Assets Manager
Manager, Administration and Legislative Services (Township Clerk)
Manager, Applications
Manager, Business and Cultural Services
Manager, Business Support Police Services
Manager, Bylaw Enforcement
Manager, Client Support and Victim Services
Manager, Community and Council Initiatives
Manager, Community Development Business Support
Manager, Administration and Corporate Services
Manager, Development Engineering
Manager, Development Planning
Manager, Development Services / Approving Officer (AO)
Manager, Energy and Solid Waste
Manager, Engineering and Construction Services
Manager, Engineering Business Support
Manager, Finance Business Support
Manager, Financial Projects
Manager, Financial Reporting
Manager, Fire Business Support
Manager, Fleet and Equipment
Manager, Geomatic Services
Manager, Green Infrastructure Services
Manager, Legal Services
Manager, Long Range Planning
Manager, Parks Administration, Design and Development
Manager, Parks Operations
Manager, Permit, License and Inspection Services
Manager, Police Services
Manager, Property Services

Manager, Purchasing Services
Manager, RCP Business Support
Manager, Recreation Facilities and Services
Manager, Revenue and Tax Collection
Manager, Strategic Initiatives
Manager, Technical Services
Manager, Transportation Engineering
Manager, Water Resources and Environment
Municipal Administrator
Parks Infrastructure Superintendent
Project Engineers
Return to Work Coordinator
Risk Management Advisor
Safety Specialist
Senior Development Planner
Senior Long Range Planner
Senior Manager, Corporate Administration
Senior Manager, Information Technology
Senior Transportation Engineer
Senior Water Resources Engineer
Strategic / Social Planner
Supervisor, Information, Privacy, and Records Management
Transportation Engineer
Trees, Trails, Horticulture and Natural Areas Superintendent
Utilities Planning Engineer
Water Resource Engineer
Water Resources Planning Engineer

Any employees who, by a ruling under the Labour Relations Code, are not employees within the meaning of the Labour Relations Code.

Any employee who by reason of the duration of their initial employment assignment has less than the equivalent of thirty (30) days' full-time employment within a period of time not to exceed three (3) calendar months."

5. **Article 4.6 – Status Change**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 4.6 to read as follows:

"The Employer agrees to notify the Union in writing when an employee is hired. When applicable, the Employer agrees to notify the Union in writing when an employee has had a change in term of an assignment, or is laid off, promoted, demoted, transferred, recalled, disciplined, suspended, retired or terminated for just cause or resigns."

6. **Article 6.9 – Car Allowance**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 6.9 to read as follows:

“A car allowance of fifty-four (\$0.54) cents per kilometer for the first five thousand (5,000) kilometers per calendar year and forty-eight (\$0.48) cents per kilometer thereafter shall be paid to employees using their private automobiles in the course of performing their duties. Those employees who are high mileage users and who are required to use their vehicle for performing their duties shall, in addition to the fifty-four (\$0.54) cents or forty-eight (\$0.48) cents per kilometer, whichever is applicable, qualify for the regular monthly mileage allowance as per Policy.

Any adjustment to the rates above by Canada Revenue Agency (CRA) shall be applied to Article 6.9 during the term of the Collective Agreement.”

7. **Article 7 – Hours of Work**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 7.1(c) to read as follows:

“Except for emergencies, where the Employer reassigns hours of work pursuant to (a) above and such reassignment is for five (5) shifts or less, the employee shall be given five (5) calendar days’ notice of such change. For changes of a longer duration, the employee shall be given twenty-one (21) calendar days’ notice. Changes may be implemented earlier with the consent of the employee.”

8. **Article 8.2 – Overtime Payment**

Effective the date of ratification of the Memorandum of Agreement, the Employer and Union agree to amend Article 8.2 to read as follows:

“Overtime may be accumulated and banked to a non-replenishable maximum of seventy (70), seventy-five (75), eighty (80), or eighty-four (84) hours respectively, per calendar year; depending on the number of bi-weekly hours normally scheduled for the position.

Time off or payment in lieu of overtime, and when the time is to be taken, is to be mutually agreed between the employee and the General Manager/Director. Overtime which is not used by the end of each calendar year shall either be paid out during the first pay period in the year following at the rate prevailing as of December 31st of the year in which the overtime was worked, OR be carried forward to the next calendar year. If an employee elected to carry unused banked overtime to the following calendar year and it is not taken as time off prior to April 30th of the following calendar year, it shall be paid out the first pay period following April 30th at the rate prevailing as of December 31st of the year in which the overtime was worked.

Employees who work in the areas listed below and who are regularly assigned to standby can bank up to one (1) additional week of actual callout time over and above the maximums referenced in the first paragraph of Article 8.2:

- Engineering – Public Works
- Engineering – Strategic Initiatives
- Parks and Recreation – Recreation Services
- Corporate Administration – Information Technology

9. **Article 9 – Employee Benefits**

- (a) As soon as possible, following the date of ratification of the Memorandum of Agreement, the Employer will instruct the benefits carrier to amend the Extended Health Care Plan as follows:
- (i) in cases where an eligible drug can be substituted with an available generic drug, the Extended Health Care Plan shall reimburse the price of the lower cost generic drug, unless the physician indicates “no substitutions” on the prescription;
 - (ii) adding a dispensing fee cap of \$12.00 per prescription;
 - (iii) enrolling into the Preferred Pharmacy Network (PPN) which will include 90% coinsurance for drugs purchased within the PPN or 70% coinsurance for drugs purchased outside the PPN;
 - (iv) amending the per visit maximum of \$10 per Practitioner to apply to the first 8 visits of physiotherapy and the first 8 visits of massage therapy (\$1,250 physio/massage combined calendar year maximum); and
 - (v) amending the per visit maximum of \$10 per Practitioner to apply to the first 8 visits of chiropractor and the first 8 visits of naturopath (\$800 chiropractor/naturopath combined calendar year maximum).
- (b) As soon as possible, following the date of ratification of the Memorandum of Agreement, the Employer will instruct the benefits carrier to amend the Extended Health Care Plan and the Employer and the Union agree to amend Article 9.2(b) to read as follows:
- “Vision Care – Eligible employees shall be entitled to coverage under the Extended Health Plan which provides for a maximum coverage of four hundred (\$400.00) dollars per person payable in a twenty-four (24) month period towards the purchase of prescribed eyeglasses, contact lenses or laser eye surgery per registered employee or dependent.”
- (c) Effective 2018 January 06, the Employer and the Union agree to amend Article 9.6 by increasing the percentage in lieu of benefits to thirteen (13%) percent.

10. **Article 12.2 – Bereavement**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 12.2 to read as follows:

“Employees shall be given three (3) days’ leave of absence without loss of pay in the event of a death in the immediate family. For the purposes of this section, immediate family shall include: parent, step-parent, parent-in-law, brother, sister, grandparent and grandchild. In the case of a death of a spouse, child or step-child, the employee shall be given five (5) days’ leave of absence without loss of pay.

Employees required to travel more than three hundred (300) kilometers each way from the Township of Langley to attend a funeral for which they are entitled to bereavement leave shall be entitled to an additional two (2) days’ leave of absence without loss of pay.”

11. **Article 13.1 - Job Postings**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 13.1 to read as follows:

“Where the Employer decides to fill a job vacancy, or to create a new job, it will give present employees every reasonable opportunity to apply by posting the position for a period of not less than seven (7) working days in the Employer's offices, shops and all bulletin boards in order that all members will know about the position and be able to make application.

When the Employer decides to fill a job vacancy or create a new job, it will notify the Union in writing, by giving it a copy of the notice two (2) days prior to the actual posting.

It is agreed between the Employer and the Union that should the necessity arise, the vacancy or new position may be filled by a temporary employee for a period not exceeding sixty (60) working days, provided that an extension of time may be granted by mutual agreement of the Employer and the Union.

Temporary positions which exceed one hundred and twenty (120) working days will be posted in accordance with Article 13 of the Collective Agreement. It is understood that extensions of up to ten (10) days shall be mutually agreed upon if a position not previously posted is subject to continuation due to circumstances which could not be foreseen at the time of the initial hiring.

It is agreed that the closing date of an internal competition shall be the date upon which seniority will be assessed for all job competition purposes.”

The Letter of Understanding – Posting Provisions will be amended to reflect the changes to Article 13.1 above.

12. **Article 14.6 – Seniority List**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 14.6 to read as follows:

“The Employer shall prepare semi-annually, an up-to-date Seniority List containing the employee's name, classification, and the date from which the employee's seniority is calculated for all its Regular Full-Time employees and seniority hours for Regular Part-Time employees.

The Employer shall prepare semi-annually, an up-to-date Seniority List containing the employee's name and seniority hours for all auxiliary employees with seniority.

The aforementioned seniority lists shall be posted by the Employer on March 1st and October 1st for fifteen (15) working days. Any objection to the accuracy of the information contained therein must be submitted in writing to the Director of Human Resources during the said posting period. Thereafter, the posted lists will be deemed to be valid and correct for all purposes.”

13. **Article 19.3 – Clothing**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to add a new subsection (c) to Article 19.3 to read as follows:

“Regular Full-time employees who are required by the Employer to wear safety boots in accordance with WorkSafe BC regulations shall be reimbursed fifty (\$50.00) dollars every twenty-four (24) months upon presentation of receipt. Employees are not eligible to receive a boot allowance under both subsections (b) and (c) under Article 19.3.”

14. **Schedule “A”**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Schedule “A” by:

- (a) add Note 10 to the Infrastructure Assets Coordinator classification.
- (b) add Note 10 to the GIS Technician 1 classification in Public Works. The incumbent(s) of the classification as of the date of ratification will have a one-time option to maintain their existing daily hours (7 hours per day). This option must be exercised within thirty (30) days of the date of ratification.

15. **Schedule “C” #19 – Arena Service Workers**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to retitle Schedule “C” #19 to “Arenas” and amend #19 to read as follows:

“(a) Arena Service Workers and Arena Maintenance Workers

The Employer and the Union recognize that the George Preston Recreation Centre and Aldergrove Community Arena operate on a multiple shift basis at the discretion of the Employer, therefore Regular Full-Time and/or Regular Part-Time Arena Service Workers and Arena Maintenance Workers will be required to work irregular and flexible hours.

The hours of work for the Regular Full-Time Arena Service Workers and Arena Maintenance Workers at George Preston Recreation Centre and Aldergrove Community Arena shall be a forty (40) hours per week over a five (5) day period (eight (8) hours per day), Monday through Sunday.

It is further agreed that the rate of pay for the Regular Full-Time Arena Service Workers and Arena Maintenance Workers take into account the requirement to work up to an eight (8) hour shift including any weekend premium pay and/or shift differential which may be required under the Agreement.

It is further agreed that in the event the Employer requires the Regular Full-Time and/or Regular Part-Time Arena Service Workers and Arena Maintenance Workers to remain at the facility over their ½ hour lunch break that they shall be paid for this break. If the Employer does not require them to remain at the facility, they shall be entitled to a ½ hour unpaid lunch break.

One (1) day off per month will be granted in lieu of statutory holidays for Regular Full-Time Employees, and Regular Part-Time Employees on benefits (prorated). The Regular Full-Time Employees will also receive one (1) additional day, which can be taken at any time during the course of the year (for a total of thirteen (13) days). The Regular Part-Time Employees on benefits will also receive one (1) additional day (prorated), which can be taken at any time during the course of the year (for a total of thirteen (13) days).

Based upon operational requirements, on an annual basis, when ice operations are shut down, the Regular Full-Time and/or Regular Part-Time Arena Service Workers and/or Arena Maintenance Workers may be temporarily reassigned to other work sites in the Township. During the period of the temporary reassignment although the employee(s) will remain in their current classification, they may be required to perform work outside of their current classification. Any work assigned during the temporary reassignment will be deemed to be in keeping with the value assigned to their current classification and their knowledge, skills and abilities. There will be no impact on the employee compensation and/or total hours of work during their reassignment and the affected employee may not rely on the duties in the temporary reassignment to

request a classification appeal pursuant to Article 18. The Corporation and the Union agree that upon the expiry of the Collective Agreement which renews the 2012 - 2015 Collective Agreement that this paragraph shall no longer apply. Any reassignment of Regular Full-Time and/or Regular Part-Time Arena Service Workers and/or Arena Maintenance Workers after the expiry of the Collective Agreement which renews the 2012 - 2015 Collective Agreement will be in accordance with the terms and conditions of the Collective Agreement.

Given the nature of ice arena operations, Regular Full-Time and Regular Part-Time employees assigned to the classifications of Arena Service Worker and Arena Maintenance Worker at George Preston Recreation Centre and Aldergrove Community Arena may not be permitted to take annual vacation leave when ice is in the arenas. However, in consideration of operational requirements and on a case by case basis, vacation leave may be approved by the Manager when ice is in. In the event that ice remains in an arena on a year-round basis, vacation scheduling will be in accordance with Article 10.3 for that arena.

The Corporation and the Union agree that upon the expiry of the Collective Agreement which renews the 2012-2015 Collective Agreement, the classifications of Arena Service Worker and Arena Maintenance Worker shall be eligible for a seventy-five (\$0.75) cent shift differential paid on hours worked between 7:00 p.m. and 7:00 a.m. where no other premium is applicable. The reference to Note 6 on page one of this Letter of Understanding specific to the Arena Maintenance Worker classification shall be revised to reflect this eligibility for shift differential.

(b) Recreation Centre Supervisor and Recreation Leader

Regular Full-Time employees in the classifications of Recreation Centre Supervisor and Recreation Leader will be required to work eighty (80) hours every two (2) week period. The biweekly hours for Regular Part-Time employees in these classification will be prorated. The daily hours and days of the week will be based on operational need. Specific individual requests by employees for variations to the hours will be considered by the employer subject to operational need. The overtime provisions as outlined in Article 81 will not apply until employee(s) work beyond twelve (12) hours per shift and/or eighty (80) hours in a two (2) week period.

(c) Daily Guarantee

Article 7.6 shall not apply to any auxiliary employee assigned to work at either George Preston Recreation Centre Arena or Aldergrove Community Arena.”

16. **Schedule “D”**

- (a) Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Schedule “D” as follows:
- (i) Add an asterisk to the classifications of Recreation Worker 4 and Recreation Worker 5; and
 - (ii) Add the following note to the “Notes” section under Schedule “D”:
 - “* All hours worked by an employee in the classification of Recreation Worker 4 (Lifeguard/Instructor) and Recreation Worker 5 (Senior Lifeguard/Instructor) will be credited towards increment advancement in the classification of Recreation Worker 4 (Lifeguard/Instructor).

Employees in the classification of Recreation Worker 4 (Lifeguard/Instructor) who are required to work in the classification of Recreation Worker 5 (Senior Lifeguard/Instructor) will receive a premium of one dollar (\$1.00) per hour worked in addition to their regular hourly rate of pay as a Recreation Worker 4 for all hours worked as a Recreation Worker 5 (Senior Lifeguard/Instructor) instead of the Recreation Worker 5 (Senior Lifeguard/Instructor) regular hourly rate of pay.”
- (b) While not to be included in the Collective Agreement, effective the date of ratification of the Memorandum of Agreement, the Employer will credit all hours worked by an employee as a Recreation Worker 5 (Senior Lifeguard/Instructor) towards increment advancement in their classification as a Recreation Worker 4 (Lifeguard/Instructor). This calculation will only be used to establish increment placement as of the date of ratification of the Memorandum of Agreement, but will not have any retroactive effect on pay.
- (c) The amendments above to Schedule “D” do not apply to any other classifications within Schedule “D” or to any other positions in the classifications of Recreation Worker 4 and Recreation Worker 5.

17. **Conversion of Auxiliary Hours**

While not to be included in the Collective Agreement, effective as soon as possible following the date of ratification of the Memorandum of Agreement, the Employer will post the following Regular Part-Time positions:

- Building Service Worker and/or Pool Service Worker (Two (2) positions total); and
- Recreation Worker 4 (General) (One (1) position)

18. **Letter of Understanding – Recreation Programmer/Aquatic Leader/Fitness Rehabilitation Advisor/Parks Services Coordinator/Special Events Coordinator and Recreation Leader**

Effective as soon as possible following the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to the Letter of Understanding – Recreation Programmer/ Aquatic Leader/Fitness Rehabilitation Advisor/ Parks Services Coordinator/Special Events Coordinator and Recreation Leader, as set out in Appendix 1 of the Memorandum of Agreement.

19. **Letters of Understanding**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to the following actions of the current Letters of Understanding:

In Collective Agreement

Mechanic Apprentice Program	Renew
C/A Application Temp & Aux Employees	Renew
RCMP Civilian Staff Training	Renew
Job Sharing	Renew
Standby List for Christmas/New Year Sanding/Plowing	Renew
Spare Lists	Renew
Winter Maintenance	Renew
FSW1 Shifts for Parks Operations	Renew
Grant Student Employment	Update hourly rates. As set out in Appendix 2 of the Memorandum of Agreement.

Posting Provisions	Amend as set out in #11 of the Memorandum of Agreement.
Victim Support Workers	Amend to increase Standby Pay. As set out in Appendix 3 of the Memorandum of Agreement.
Technical Support Specialists	Amend to add Senior Technical Support and Helpdesk Coordinator The incumbent(s) of the classifications as of the date of ratification will have a one-time option to maintain their existing hours of work. This option must be exercised within thirty (30) days of the date of ratification. As set out in Appendix 4 of the Memorandum of Agreement.
Graphics Technician	Renew
Workers' Compensation Payment	Amend As set out in Appendix 5 of the Memorandum of Agreement.
Holiday Closure	Renew
Callout During Holiday Closure	Renew
Untitled – Page 99 (in current collective agreement)	Delete

Outside of Collective Agreement

Arena Operations	Continue to be in effect as agreed.
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20. **Housekeeping Matters**

The Employer proposes to make the following housekeeping changes:

- (a) revise the date references in the first paragraph of Article 1 to reflect the term of the new Collective Agreement;

- (b) amend Article 6.6 by replacing eight dollars (\$8.00) with twelve dollars (\$12.00) to read as follows:

“Employees required to work more than two (2) hours' overtime, beyond their regularly scheduled day or shift, shall be entitled to a meal allowance of up to twelve dollars (\$12.00) upon presentation of receipt.”

- (c) amend Schedule “A” by:

- i. adding new classifications and rates of pay for the following:

- Accounts Receivable Coordinator – PG 20
- Arena Maintenance Worker – PG 13.5 and add Note 6;
- Community Policing Volunteer and Program Coordinator – PG 18
- Economic Development Coordinator – PG 23;
- Information Technology Project Lead – PG 30;
- Infrastructure Asset Technician – PG 21 add note 10;
- Operations Support Supervisor – PG 23;
- Recreation Centre Supervisor – PG 24 and add Note 6;
- Soil Deposit and Removal Coordinator – PG 23 and add Note 10
- Sustainability Programs Specialist (formerly Energy Programs Specialist) – PG 25;
- Water Conservation Bylaw Officer – PG 15; and
- Web Specialist – PG 21

- ii. amending classifications and rates of pay for the following:

- Forensic Video Technician – PG 21
- Senior Bylaw Enforcement Officer – PG 23

- iii. deleting the following classifications:

- Community Policing Services Supervisor; and
- Working Supervisor Information Services

- iv. amending “Engineering Operations” to “Public Works” in Note 10;

- v. adding Note 10 to Engineering Technologist III, Engineering Technologist II, Engineering Technologist I, Engineering Technician, Soil Bylaw Officer and Technical Assistant within the Public Works Engineering Services Department.

- (d) amend Schedule “B” by:

- i. adding new classifications and rates of pay for the following:

- HVAC Mechanic - \$34.46 (2015 rate)

- Lead Hand Wastewater Systems - \$35.59 (2015 rate)
 - Trails and Natural Areas Maintenance Worker - \$28.21 (2015 rate); and
 - Truck Driver - \$27.54 (2015 rate);
- ii. amending the following classifications:
- Electrical Supervisor (SCADA) to Electrical Supervisor
- (e) amend Schedule “C” by:
- i. changing “Protective Services Division” to “Community Development Division”, deleting the sub-heading titled “Fire Department”, and changing RCMP Department to “Protective Services – RCMP”;
 - ii. adding Operations Support Supervisor to #4;
 - iii. deleting #13(e) and re-lettering the remaining sub-sections
 - iv. adding Special Events Coordinator and Recreation Leaders to #20 and #21;
 - v. removing the paragraph in #22 re: “Guy McAleer”
 - vi. replacing “the date of ratification” with “2014 May 05” in the 2nd paragraph of #22 on page 60 of the Collective Agreement.
- (f) amend Schedule “D” by:
- i. adding new classifications for the following:
 - Food and Beverage Worker 1;
 - Food and Beverage Worker 2; and
 - Arena Attendant
 - ii. deleting the following classifications:
 - Concession Worker 1;
 - Concession Worker 2;
 - Lounge Attendant;
 - Skate Patrol 1;
 - Skate Patrol 2;
 - Skate Shop Attendant;
 - Skate Sharpener; and
 - Ticket Seller
- (g) remove old effective dates by mutual agreement during the drafting of the new Collective Agreement; and

- (h) any changes mutually agreed to between the parties during the drafting of the new Collective Agreement.

21. **Drafting of New Collective Agreement**

The Employer and the Union agree that in all instances where an amendment to the Collective Agreement is effective on a specific date, only the amendment shall appear in the new Collective Agreement together with a sentence referencing its effective date.

22. **Ratification**

The parties expressly agree that, upon the completed signing of this Memorandum of Agreement, the parties shall recommend the approval of this Memorandum to their respective principals and schedule the necessary meetings to ensure that their principals vote on the recommendations not later than sixty (60) calendar days from the date on which the Memorandum of Agreement is signed.

DATED this 1st day of August, 2017 in the Township of Langley.

BARGAINING REPRESENTATIVES FOR THE
EMPLOYER:

"Shannon Harvey-Renner"

"Joelle Clelland"

"Roeland Zwaag"

"Peter Tullumello"

"Karen Sinclair"

"Tiffany Chung"

"Rob D'Angelo"

BARGAINING REPRESENTATIVES FOR CUPE
LOCAL 403:

"Troy Clifford"

"Debbie Whyte"

"Jill Hanson"

"Cindy Birck"

"Dustin Strandberg"

"Mario Fruttarol"

"Peter Taylor"

This is Appendix 1 referenced in item 18 of the Memorandum of Agreement.

LETTER OF UNDERSTANDING

between the

THE CORPORATION OF THE TOWNSHIP OF LANGLEY
(hereinafter called “the Employer”)

and the

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 403
(hereinafter called “the Union”)

**RECREATION PROGRAMMER/AQUATIC LEADER/ FITNESS REHABILITATION ADVISOR/PARKS SERVICES
COORDINATOR/SPECIAL EVENTS COORDINATOR/RECREATION LEADER**

This Letter of Understanding is to be applied instead of item #20 of Schedule “C” in the Collective Agreement for as long as the letter of Understanding is in effect.

- (i) Recreation Programmers/Aquatic Leader/Fitness Rehabilitation Advisor/Parks Services Coordinator/Special Events Coordinator/Recreation Leader will be given the option of presenting a schedule (the “Employee Designed Schedule (EDS)”) to their non-bargaining unit Supervisor which, if accepted, will be implemented. The non-bargaining unit Supervisor will assess the proposed EDS against the operational requirements and this assessment will be conducted in a reasonable manner.
- (ii) The Employer will set out the operational requirements and the EDS must be drafted to meet those operational requirements.
- (iii) Implementation of the EDS’s are not intended to create increased costs to the Employer.
- (iv) The EDS must be submitted to the non-bargaining unit Supervisor by 5:00 p.m. on the Wednesday prior to each four (4) week period covered by the EDS.
- (v) The EDS must include hours of work which will total of one hundred sixty (160) hours over the four (4) week work cycle and which will average to forty (40) hours per week over the four (4) week work cycle.
- (vi) The EDS must include a minimum of twenty-four (24) hours in each week of the cycle and must identify the hours that the employee proposes to work during the following four (4) week period.
- (vii) Employees will be paid bi-weekly based on a forty (40) hour workweek. No overtime benefits will be awarded to staff for any work performed within the approved EDS. However, if an employee is required to work any additional hours during the four (4) week period, overtime will be awarded

at the normal remuneration as covered by the Agreement. Employees must receive authorization from a non-bargaining unit Supervisor prior to working any hours outside their approved EDS.

- (viii) Should an employee work less than four (4) hours in a day, those hours worked shall not attract the daily guarantee as outlined in Article 7.6(a).
- (ix) All sick time, vacation and emergency leaves etc. will be deducted on an hour for hour basis from the employee's entitlements as per the schedule actually approved and implemented.
- (x) Where the non-bargaining unit Supervisor does not accept the EDS, the employees' hours shall be established in accordance with item #21 of Schedule "C".
- (xi) The Regular Part-time incumbent(s) of the classification of Recreation Leader as of the date of ratification of the Memorandum of Agreement renewing the 2012-15 Collective Agreement will have a one-time option to maintain their existing hours of work. This option must be exercised within sixty (60) days of the date of ratification.

Either party may terminate the operation of this agreement by providing sixty (60) calendar days' written notice. Notice shall be effective on the first pay period following cancellation and item #20 of Schedule "C" of the Collective Agreement would then apply.

Agreed to this 1st day of August, 2017.

Signed on behalf of the Corporation of the
Township of Langley:

"Shannon Harvey-Renner"

Shannon Harvey-Renner
Director, Human Resources

Signed on behalf of the Canadian Union of
Public Employees, Local 403:

"Debbie Whyte"

Debbie Whyte
President, CUPE Local 403

This is Appendix 2 referenced in item 19 of the Memorandum of Agreement.

LETTER OF UNDERSTANDING

between the

CORPORATION OF THE TOWNSHIP OF LANGLEY
(hereinafter called “the Corporation”)

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 403
(hereinafter called “the Union”)

GRANT STUDENT EMPLOYMENT

This agreement shall form part of the Collective Agreement.

The Corporation and the Union recognize that it may be to their mutual advantage to take advantage of grant programs.

Where the Corporation has an interest in taking advantage of a Grant Student opportunity, the Corporation agrees to notify the Union of an intended application so that the parties may discuss the Grant application.

The Union agrees to provide its support for grant programs provided the employees shall be paid no less than the grant rate or twelve dollars and seventy cents (\$12.70) per hour (2015 rate)—commencing 2016 January 01 to be increased by the same general increases applied to the balance of the bargaining unit), whichever is greater, except where the technical skills of the position require a higher rate in which case the Corporation and Union will meet to discuss a rate of pay to be applied.

Employees on a grant program will not displace regular employees in the workforce or fill vacant positions. This does not prevent employees on a grant program from applying for posted positions.

Agreed to this 1st day of August, 2017.

Signed on behalf of the Corporation of the
Township of Langley:

“Shannon Harvey-Renner”

Shannon Harvey-Renner
Director, Human Resources

Signed on behalf of the Canadian Union of
Public Employees, Local 403:

“Debbie Whyte”

Debbie Whyte
President, CUPE Local 403

This is Appendix 3 referenced in item 19 of the Memorandum of Agreement.

LETTER OF UNDERSTANDING

between the

THE CORPORATION OF THE TOWNSHIP OF LANGLEY
(hereinafter called “the Employer”)

and the

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 403
(hereinafter called “the Union”)

RE: VICTIM SUPPORT WORKERS

The Client Support and Victim Services Section of the Langley RCMP provides information, emotional support, referrals and practical assistance to members of the Langley community that have been subjected to traumatic events.

Accordingly, the parties hereby agree as follows:

The Township will hire up to a maximum of ten (10) Auxiliary Victim Support Workers to be on stand by and available to take calls and respond to community emergencies during specified non business hours.

Standby Duty and Pay

For the purposes of this Letter of Understanding, standby duty means that the Auxiliary Victim Support Workers are designated by the supervisor for a specified time period to be available on-call by phone and within twenty (20) minutes travel time of the main Langley RCMP Detachment, to attend a scene and carry out victim services.

The specific standby duty hours shall be posted a minimum of one month in advance as will the Auxiliary Victim Support Workers standby schedule.

Auxiliary Victim Support Workers on standby duty shall receive a standby premium of four dollars (\$4.00) per hour.

Auxiliary Victim Support Workers will not be entitled to Call out (Article 8.3) and Standby Pay (Article 8.4) or as per the Letter of Understanding titled “Temporary Full-Time and Auxiliary Employees” in the Collective Agreement.

Telephone Calls

Auxiliary Victim Support Workers designated on standby duty may occasionally be required to take telephone calls while at home to provide emotional support or assistance to clients. Such designated employees shall be compensated a minimum of one (1) hour straight time pay at their specific hourly rate for the time spent on the telephone providing emotional support or assistance to clients. Should more than one call occur within the same one (1) hour period, then the one (1) hour straight time pay would cover all such calls. Auxiliary Victim Support Workers designated on standby duty will not be compensated pay for enquiries or referral telephone calls from dispatch. Only direct calls with clients will be considered towards compensation.

Minimum Hours and Overtime

With the exception of Client Support and Victim Services Section meetings, Auxiliary Victim Support Workers shall receive a minimum of three (3) hours pay for hours worked to either attend a call out or perform any other office work within the Client Support and Victim Services Section.

Overtime will be paid only for hours worked beyond 35 hours in one week.

Training

In order to ensure that the Township continues to provide the appropriate level of support to community members and able to respond to emergency incidents, it is imperative that the Auxiliary Victim Support Workers maintain a high level of skill and expertise and that they continue to receive ongoing training.

Accordingly, Auxiliary Victim Support Workers covered by this Letter of Understanding must maintain an active paid or volunteer status in a Police based Victim Services Program.

REGULAR FULL TIME VICTIM SUPPORT WORKERS AND ASSISTANT COORDINATOR VICTIM SERVICES ON STANDBY

Regular full time Victim Support Workers and Assistant Coordinator Victim Services employees when required by the Employer to be on standby, will also be entitled to the four dollars (\$4.00) per hour standby rate.

In the event that the Victim Support Workers and Assistant Coordinator Victim Services employees who are on standby are required to respond to a callout, they will be compensated a minimum of three (3) hours pay at their regular hourly rate at double time. The three (3) hour minimum includes the time travelling to and from home to work.

Either party may terminate the operation of this agreement by providing the other with thirty (30) days written notice.

Agreed to this 1st day of August, 2017.

Signed on behalf of the Corporation of the
Township of Langley:

“Shannon Harvey-Renner”

Shannon Harvey-Renner
Director, Human Resources

Signed on behalf of the Canadian Union of
Public Employees, Local 403:

“Debbie Whyte”

Debbie Whyte
President, CUPE Local 403

This is Appendix 4 referenced in item 19 of the Memorandum of Agreement.

LETTER OF UNDERSTANDING

between the

THE CORPORATION OF THE TOWNSHIP OF LANGLEY
(hereinafter called “the Employer”)

and the

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 403
(hereinafter called “the Union”)

**TECHNICAL SUPPORT SPECIALIST, SENIOR TECHNICAL SUPPORT SPECIALIST, AND HELPDESK
COORDINATOR**

Whereas:

The Corporate Administration Division has RFT positions of Technical Support Specialist, Senior Technical Support Specialist, and Helpdesk Coordinator. In most instances these positions will work Monday to Friday, 8:30 am to 4:30 pm, 35 hours per week. However, due to the nature of work that may be involved, in some instances the positions may be required to work flexible and irregular hours, thus non-standard hours and/or work week.

Therefore, at the request of the Technical Support Specialist, Senior Technical Support Specialist, and Helpdesk Coordinator and as approved by the employee’s Manager, or as mutually agreed, the parties hereby agree as follows:

- Within each two week pay period the Technical Support Specialist, Senior Technical Support Specialist, and Helpdesk Coordinator will be required to work the position’s base hours of 70 hours.
- Within each two week pay period, the Technical Support Specialist, Senior Technical Support Specialist, and Helpdesk Coordinator will be required to have 4 days off.
- Work up to 10 hours per day without the accrual of overtime. Overtime will only come into effect after 10 hours of work in a day.

- The Technical Support Specialist, Senior Technical Support Specialist, and Helpdesk Coordinator will be entitled to receive shift differential of seventy-five cents (\$0.75) per hour for those hours worked after 6:00 pm and prior to 6:00 am.

Agreed to this 1st day of August, 2017.

Signed on behalf of the Corporation of the
Township of Langley:

“Shannon Harvey-Renner”

Shannon Harvey-Renner
Director, Human Resources

Signed on behalf of the Canadian Union of
Public Employees, Local 403:

“Debbie Whyte”

Debbie Whyte
President, CUPE Local 403

This is Appendix 5 referenced in item 19 of the Memorandum of Agreement.

LETTER OF UNDERSTANDING

between the

THE CORPORATION OF THE TOWNSHIP OF LANGLEY
(hereinafter called “the Employer”)

and the

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 403
(hereinafter called “the Union”)

WORKERS’ COMPENSATION PAYMENTS

1. Approved Claims

When a Regular Full Time (RFT) or a Regular Part Time (RPT) employee on benefits is injured in a job related accident for which the claim has been approved and the employee is entitled to Workers’ Compensation, the employee will be paid by the Employer at the net rate of pay established by WorkSafeBC. The employee will continue to be paid by the Employer for the duration of the time that the employee is away from work as a direct result of their job related injury and continues to receive WorkSafeBC benefits.

2. Pending Claim

- (a) When a Regular Full Time (RFT) employee or a Regular Part Time (RPT) employee on benefits is injured in a job related accident for which the claim has not yet been approved and the employee’s entitlement to Workers’ Compensation has not yet been determined, the employee will continue to be paid by the Employer at the net rate of pay established by WorkSafeBC for as long as the employee has sick leave credits, vacation time, overtime banks, or any other such credits (hereinafter called “credits”) that the employee has available, but in any case for the first fifteen (15) working days of a pending claim. Beyond the first fifteen (15) working days of a pending claim, in the event that such credits are not available or run out prior to a determination being made regarding the WorkSafeBC claim, the employee will be placed on unpaid sick leave.
- (b) Should a claim subsequently be approved, the Employer will reimburse any credits that were used during the period pending approval to the extent of payments received by the Employer from WorkSafeBC. The credits will be reimbursed in the same order they were accessed by the employee.
- (c) Should a claim subsequently be denied, reimbursement for any payment during the first fifteen (15) working days that were not drawn from existing banks shall be recovered from

future credits, as referenced in (a) above. That is, further entitlements will not be credited to the employee until such time as the amount owing has been recovered.

3. WorkSafe Payments

It is understood that claims for RFT and RPT employees accepted by Workers' Compensation shall be reimbursed directly to the Employer. Any compensation received by an employee in error directly by WorkSafeBC is to be repaid to the Employer.

4. Auxiliary Employees

All Auxiliary employees injured in a job related accident for which there is time loss will be paid directly by Workers' Compensation.

Agreed to this 1st day of August, 2017.

Signed on behalf of the Corporation of the
Township of Langley:

“Shannon Harvey-Renner”

Shannon Harvey-Renner
Director, Human Resources

Signed on behalf of the Canadian Union of
Public Employees, Local 403:

“Debbie Whyte”

Debbie Whyte
President, CUPE Local 403