

2016

MEMORANDUM OF AGREEMENT

between the

CITY OF LANGLEY
(the "Employer")

and the

LANGLEY CITY FIREFIGHTERS' UNION, LOCAL 3253 OF THE IAFF
(the "Union")

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE CITY OF LANGLEY (hereafter the "Employer") AGREE TO RECOMMEND TO THE LANGLEY CITY COUNCIL;

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES OF THE LANGLEY CITY FIREFIGHTERS' UNION, LOCAL 3253 OF THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (hereafter the "Union") AGREE TO RECOMMEND TO THEIR UNION MEMBERSHIP;

THAT THE COLLECTIVE AGREEMENT COMMENCING 2016 JANUARY 01 AND EXPIRING 2019 DECEMBER 31 (hereafter the "new Collective Agreement") SHALL CONSIST OF THE FOLLOWING:

1. **Previous Conditions**

All of the terms and conditions of the Collective Agreement commencing 2012 January 01 and expiring 2015 December 31 shall apply except as specifically varied below.

2. **Term of Agreement – Article XIV**

The Employer and the Union agree that the term of the new Collective Agreement shall be for four (4) years, commencing 2016 January 01 and expiring 2019 December 31. It is further agreed that Subsections 50(2) and 50(3) of the Labour Relations Code shall be specifically excluded from and shall not be applicable to the new Collective Agreement.

3. **Wages – Schedule "A"**

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

- (a) Effective 2016 January 01, the monthly 4th Year Firefighter rate in effect on 2015 December 31 (that is, \$7,465) shall be increased by two and one-half percent (2.50%) and be rounded to the nearest whole dollar (that is, to \$7,652). All other existing rank indices shall be maintained.

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- (b) Effective 2017 January 01, the monthly 4th Year Firefighter rate in effect on 2016 December 31 (that is, \$7,652) shall be increased by two and one-half percent (2.50%) and be rounded to the nearest whole dollar (that is, to \$7,843). All other existing rank indices shall be maintained.
- (c) Effective 2018 January 01, the monthly 4th Year Firefighter rate in effect on 2017 December 31 (that is, \$7,843) shall be increased by two and one-half percent (2.50%) and be rounded to the nearest whole dollar (that is, to \$8,039). All other existing rank indices shall be maintained.
- (d) Effective 2019 January 01, the monthly 4th Year Firefighter rate in effect on 2018 December 31 (that is, \$8,039) shall be increased by two and one-half percent (2.50%) and be rounded to the nearest whole dollar (that is, to \$8,240). All other existing rank indices shall be maintained.
- (e) While not to be included in the collective agreement and notwithstanding the January 1st effective dates above, the 4th Year Firefighter rates shall be increased as stated above in (a) through (d) on the first pay period of each year of the agreement.

4. **Article V, Section 503 – Annual Vacation**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Section 503 by:

(a) amending Section 503(a)(iii) and (iv) to read as follows:

- “(iii) during the second up to and including the fourth calendar year of service - 8 duty shifts;
- (iv) during the fifth up to and including the tenth calendar year of service - 12 duty shifts;”

(b) amending Section 503(b)(iii) and (iv) to read as follows:

- “(iii) during the second up to and including the fourth calendar year of service - 14 calendar days;
- (iv) during the fifth up to and including the tenth calendar year of service – 21 calendar days;”

(c) while not to be included in the Collective Agreement, the Employer and the Union agree that the vacation entitlement applicable to the third and fourth calendar year of service, which was in effect prior to the date of ratification, will apply to the following employees:

- Ryan Nordan
- Cameron Kaetler



5. **Article VI, Section 605 – Sick Leave**

Effective 2018 July 01, the Employer and the Union agree to delete Section 605(b). The remaining provisions of Section 605 will be re-lettered accordingly.

6. **Article VII, Section 708(b) – Leave of Absence for Public Duties**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Subsection 708(b) to read as follows:

“(b) Leave of Absence for Public Duties

- (i) The City recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the City shall allow leave of absence without loss of benefits provided the employee pays full cost of benefits so that the employee may be a candidate in federal, provincial, or municipal elections.
- (ii) Subject to (iii) below, an employee who is elected to public office shall be allowed leave of absence without loss of seniority during his/her first term of office.
- (iii) An employee who is re-elected for an additional term after having received the benefit of (ii) above, shall not be entitled to receive the benefit of this provision again.”

7. **Article VII, Section 711 – Bereavement Leave**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Section 711 to read as follows:

- “(a) Leave of absence, not exceeding three (3) working days, without loss of pay, shall be granted to an employee attending the funeral of his/her spouse, child, father, mother, sister, brother, grandchild or other relative, if living in the employee's household.
- (b) Employees required to travel more than two hundred and fifty (250) kilometres each way from the City of Langley to attend a funeral for which they are entitled to bereavement leave shall be entitled to one (1) additional day leave of absence without loss of pay.
- (c) Leave of absence, not exceeding one (1) day, without loss of pay, shall be granted to an employee attending the funeral of his/her father-in-law, mother-in-law, grandparent, brother-in-law, or sister-in-law.”

8. **Article VIII, Section 805 – Overtime**

Effective 2018 July 01, the Employer and Union agree to add a new Section 805(e) to read as

follows:

“Administrative Meetings

An employee required to attend administrative meetings, such as Captain’s meeting or safety meeting, while off duty shall be compensated at the employee’s regular straight time hourly rate of pay.”

9. **Schedule “A”**

- (a) Effective the first pay period of July in 2018, the Employer and the Union agree to add a new firefighter rate of pay in Schedule “A” for employees who have completed fifteen (15) calendar years of service, indexed at 106% of the fourth (4th) Year Firefighter rate.
- (b) Effective the date of ratification of the Memorandum of Agreement, the City and the Union agree to amend the Fire Prevention Officer (FPO) indexed in Schedule “A” from 112% to 122% of the 10th Year Firefighter rate.

10. **Letter of Understanding – Recognition of Paid on Call Service**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to delete the Letter of Understanding – Recognition of Paid on Call Service.

11. **Housekeeping**

The Employer proposes to make the following housekeeping changes:

- (a) replace “Superannuation” with “Municipal Pension Plan” wherever it appears in the Collective Agreement; and
- (b) any other changes mutually agreed between the parties during the drafting of the Collective Agreement.

12. **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 the date of ratification of this Memorandum of Agreement, then for the purposes of drafting the new Collective Agreement, only the amended or new provision shall appear in the new Collective Agreement, together with a sentence referencing its effective date.

13. **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

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recommendations not later than sixty (60) days from the date on which the Memorandum of Agreement is signed.

DATED this 17th day of January, 2017 in the City of Langley.

BARGAINING REPRESENTATIVES FOR THE
EMPLOYER:

“Francis Cheung”

“Darrin Leite”

“Judy Hale”

“Rory Thompson”

“Rob D’Angelo”

“Tiffany Chung”

BARGAINING REPRESENTATIVES FOR THE
UNION:

“Chris Miley”

“Rob Rabby”

“Joe Gary”

“Rob Leigh”
