

2022

MEMORANDUM OF AGREEMENT

between the

CITY OF LANGLEY

and the

LANGLEY CITY FIREFIGHTERS' UNION, I.A.F.F. LOCAL 3253

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

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE LANGLEY CITY FIREFIGHTERS' UNION, I.A.F.F. LOCAL 3253 (hereinafter called "the Union"), AGREE TO RECOMMEND TO THEIR UNION MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING 2022 JANUARY 01 AND EXPIRING 2024 DECEMBER 31 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

**1. Previous Conditions**

All of the terms of the 2020-2021 Collective Agreement continue except as specifically varied below.

**2. Term of Agreement**

The term of the new Collective Agreement shall be for three (3) years from 2022 January 01 to 2024 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 Wage Increases**

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

- (a) Effective 2022 January 01, the monthly 4<sup>th</sup> Year rate in effect on 2021 December 31<sup>st</sup> (that is \$8,657) shall be increased by three and one-half percent (3.50%) and be rounded to the nearest whole dollar (that is, to \$8,960). All other existing rank indices shall be maintained.

- (b) Effective 2023 January 01, the monthly 4<sup>th</sup> Year rate in effect on 2022 December 31<sup>st</sup> (that is \$8,960) shall be increased by four and one-half percent (4.50%) and be rounded to the nearest whole dollar (that is, to \$9,363). All other existing rank indices shall be maintained.
- (c) Effective 2024 January 01, the monthly 4<sup>th</sup> Year rate in effect on 2023 December 31<sup>st</sup> (that is \$9,363) shall be increased by four and one-half percent (4.50%) and be rounded to the nearest whole dollar (that is, to \$9,784). All other existing rank indices shall be maintained.
- (d) Retroactive payments arising from the wage adjustments in (a), (b) and (c) above shall be processed as soon as possible following the date of ratification of this Memorandum of Agreement.

**4. Article V, Section 501 – Statutory Holidays**

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Section 501(c) to read as follows:

- “(c) In the interpretation of this section the following are the Statutory Holidays which shall apply, namely:

- New Year's Day
- Family Day
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day
- B.C. Day
- Labour Day
- National Day for Truth and Reconciliation\*
- Thanksgiving Day
- Remembrance Day
- Christmas Day and the day immediately following

Any day appointed by Proclamation of the Governor in Council as a holiday of general application throughout Canada and any day appointed by Proclamation or Order of the Lt. Governor in Council as a holiday.

\*The National Day for Truth and Reconciliation shall be administered strictly in accordance with the *Employment Standards Act.*”

**5. Article V, Section 503 – Annual Vacations**

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to add a new subsection (e) to Section 503 to read as follows:

- “(e) For vacation purposes only, for the determination of vacation leave entitlement, an employee may receive recognition for some or all previous regular employment with another employer where they were performing substantially similar work.”

Subsequent subsections will be renumbered accordingly.

**6. Article VI, Section 602 – Medical Plan and Extended Health Benefits**

Effective as soon as practicable following the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend subsections 602(b)(1) and 602(b)(2) to read as follows:

- “(1) Physiotherapy, Massage, Chiropractor, Naturopath, Acupuncture, Podiatrist, Speech Therapy at a combined amount of three-thousand seven-hundred and fifty dollars (\$3750.00) per calendar year;
- (2) Psychologist (including Registered Clinical Counselor) at four thousand dollars (\$4000.00) per calendar year;”

While not to be included in the Collective Agreement, effective as soon as practicable following the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend the Extended Health Benefits Plan to reimburse drug expenses based on mandatory generic pricing unless the prescribing medical professional specifies no substitution.

While not to be included in the Collective Agreement, effective the date of ratification of this Memorandum of Agreement, the Employer agrees to notify the Union if the Employer makes changes to the Extended Health Benefits Plan or Carrier.

**7. Article VI, Section 605(a)**

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend subsection 605(a) to read as follows:

- “All employees in their first year of service shall be credited with eighteen (18) days' sick leave with pay on the date of hire, calculated on the basis of one and one-half (1½) days per month. Should an employee leave the service of the Employer within the first twelve (12) months of service, the employee will be obligated to pay back to the City the full amount of the sick leave benefits that was paid in excess of what would have been credited based on one-half (1½) days per month of service.

Commencing the second (2<sup>nd</sup>) year of service, employees shall be granted eighteen (18) days of sick leave with pay for each year of continuous service on the basis of one and one-half (1½) days per month. All unused sick leave to accumulate to a maximum of one hundred and twenty (120) days.

**8. Article VI, Section 605(d) – Sick Leave**

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to delete subsection 605(d) from the Collective Agreement.

**9. Article VI, Section 609 – Clothing**

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Section 609 to read as follows:

**“(a) Uniforms for new members**

Upon hiring, the City will provide all new employees with a recruit uniform kit which shall consist of the following:

Three (3) Station duty shirts  
Three (3) Station pants  
One (1) Pair of Lace up Station Boots  
One (1) Weather Proof Jacket  
One (1) Softshell Mid-layer Jacket  
One (1) Station Uniform Job Shirt (WR)  
One (1) Belt  
One (1) Dress Uniform  
One (1) Toque  
One (1) Hat  
Four (4) T-shirts

**(b) Annual Clothing Purchase Program**

- (i) Commencing on their 2<sup>nd</sup> calendar year and each year thereafter, employees will be given clothing point purchase credit based on an Annual Block Clothing point System commencing 2022 at 250 points.
- (ii) Annually on January 1<sup>st</sup> each employee will receive 250 points. The items referenced for purchase in Section 609.02 shall be chosen by each member and debited against their accumulated total.
- (iii) Any defective or damaged items will be evaluated by the City on a case by case basis for replacement or repair.
- (iv) The City will not be responsible for the laundering/cleaning of T-shirts.

- (v) Employees must submit clothing orders to the City by clothing submission form, no later than March 1<sup>st</sup> of the annual block. If an employee misses the deadline of March 1<sup>st</sup>, the default purchase will consist of:
  - Three (3) Station Shirts
  - Three (3) Station Pants
  - One (1) Pair of Lace up Station Boots
- (vi) Unused points will not carry over. Any points not used within the ordering block will be forfeit.
- (vii) The Union will be consulted by the City prior to any changes to the uniform issue list necessitated for any reason. All attempts will be made to maintain the current supplier.
- (viii) All clothing referred to in subsection (a) above shall remain the property of the City, and shall be returned to the City by every employee leaving the service of the City excepting only those employees retiring on Municipal Pension Plan.

(c) **Uniform Kit**

With reasonable notice, an employee member may be requested by a Chief Officer to produce all items in the “Uniform Kit” for inspection. Items deemed to be in unacceptable condition will be ordered for the employee out of their available points for the following year.

**Definition of “Uniform Kit”**

- Three (3) Station Shirts
- Three (3) Station Pants
- One (1) Pair Station Boots
- One (1) Belt
- One (1) Weather Proof Jacket
- One (1) Softshell Mid-Layer Jacket

**Section 609.02**

Clothing Points Table 2022

Clothing Item	Max available	Point Value
Belt	1	20
Hat	2	10

Station Pants	4	35
Station Shirt	4	35
Station Uniform Job Shirt (WR)	2	45
T-Shirt (Short sleeve)	6	10
Toque	2	5
Slip on Station Boots	1	70
Lace up Station Boots	1	65
Upgraded Station Boots	1	160
Weather Proof Jacket	1	150
Softshell Mid-Layer Jacket	1	50

”

**10. Article VII, Section 704 – Absence Without Leave**

- (a) Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to delete Section 704 from the Collective Agreement.
- (b) Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to delete Section 607(b) from the Collective Agreement and renumber accordingly.

**11. Article VIII, Section 807 - Time Off in Lieu for Training**

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to add a new Section 807 to read as follows:

“Section 807 - Time Off in Lieu for Training

Where an employee is required to work a shift for the purpose of receiving training on what would have otherwise been an employee’s regular time off, the employee shall be compensated with paid time off equivalent to a shift in lieu at straight time rates. The Employer will provide a minimum of ten (10) calendar days’ notice of such training.

Such paid time off shall be scheduled by the Fire Chief or designate within sixty (60) calendar days of the training exercise, after consultation with the affected employee. In addition, such paid time off will not be scheduled on a shift during which an employee

was scheduled by the Fire Chief for an acting assignment, unless there is no alternative. If an employee’s shift in lieu is scheduled at a time in which they were scheduled in an acting assignment, pay for that shift will be at the acting rate of pay.

**12. New – Article XIV - Line of Duty Death Service**

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to add new Article XIV – Line of Duty Death Service to read as follows:

“In the event an employee dies in the line of duty performing their work as an employee covered by this Agreement and the death has been ruled by WorkSafeBC as compensable, then the Employer will contribute up to two (2) month of the base monthly salary of a Fourth (4th) Year Firefighter towards the costs incurred to provide the employee with a full honours Line of Duty Death Service.

The Service shall be in keeping with the protocols of the International Association of Fire Fighters and International Association of Fire Chiefs, and as requested by surviving family members. The Service and other events associated with the Service shall be coordinated by a committee consisting of a family liaison, a Local 3253 representative and the Fire Chief or designate.”

The existing Article XIV - Duration of Agreement will be renumbered accordingly.

**13. Letter of Understanding – 24-Hour Shift Schedule Trial**

While not to be included in the new Collective Agreement, effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to the Letter of Understanding (LOU) re: 24-Hour Shift Schedule Trial as set out in ‘Appendix 1’ of this Memorandum of Agreement.

The Parties agree that this Letter of Understanding (LOU) is without prejudice and without precedent to the interpretation or application of the Collective Agreement or any other agreements between the Parties. This LOU will not be disclosed or used by the Parties for future rights arbitrations, except to enforce the terms of this LOU. The Parties further agree that this LOU is made without prejudice with respect to any interest arbitration. None of the provisions of this LOU or subsequent letter agreements regarding this Trial, nor any discussions arising from this LOU or subsequent letter agreements may be put before an interest arbitrator by either Party as information or evidence in a 2022 or any subsequent round of collective bargaining.

**14. Letter of Understanding – Flex Firefighters Trial**

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to the Letter of Understanding (LOU) re: Flex Firefighters Trial as set out in ‘Appendix 2’ of this Memorandum of Agreement.

The Parties agree that this Letter of Understanding (LOU) is without prejudice and without precedent to the interpretation or application of the Collective Agreement or any other agreements between the Parties. This LOU will not be disclosed or used by the Parties for future rights arbitrations, except to enforce the terms of this LOU. The Parties further agree that this LOU is made without prejudice with respect to any interest arbitration. None of the provisions of this LOU or subsequent letter agreements regarding this LOU, nor any discussions arising from this LOU or subsequent letter agreements may be put before an interest arbitrator by either Party as information or evidence in a 2022 or any subsequent round of collective bargaining.

**15. Joint Employer Union Long Term Disability Committee**

While not to be included in the Collective Agreement, effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to the Terms of Reference re: Joint Employer Union Long Term Disability Committee as set out in ‘Appendix 3’ of this Memorandum of Agreement.

**16. Housekeeping**

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to make the following amendments:

- (a) amend Section 1007 (3) to read as follows:

“In the event of recall, the City shall notify laid off employees by registered letter forwarded to the last address furnished by the laid off employee and by email. The employee shall notify the City of his/her intention to return to employment within seventy-two (72) hours of delivery of the notification and shall report for work within five (5) days of acceptance of his/her recall.”;

- (b) amend references to “Safety and Health Committee” to “Health and Safety Committee” in Section 1101;
- (c) amend reference to “W.H.I.M.I.S.” to “W.H.M.I.S.” in Section 1101(j);
- (d) change gender neutral pronouns as mutually agreed between the parties during the drafting of the new Collective Agreement;
- (e) delete expired effective dates; and
- (f) any changes mutually agreed to between the parties during the drafting of the new Collective Agreement.

**17. 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.

**18. 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 thirty (30) calendar days from the date on which this Memorandum of Agreement is signed.

DATED this 4th day of April, 2025 in the City of Langley.

BARGAINING REPRESENTATIVES ON BEHALF  
OF THE EMPLOYER:

\_\_\_\_\_  
"F. Cheung"  
\_\_\_\_\_  
"S. Kennedy"  
\_\_\_\_\_  
"G. Flack"  
\_\_\_\_\_  
"B. Zeller"  
\_\_\_\_\_

BARGAINING REPRESENTATIVES ON BEHALF  
OF THE UNION:

\_\_\_\_\_  
"D. Gray"  
\_\_\_\_\_  
"C. Kaetler"  
\_\_\_\_\_  
"R. Nordan"  
\_\_\_\_\_  
"D. McDonald"  
\_\_\_\_\_

APPENDIX 1 – 24-HOUR SHIFT SCHEDULE TRIAL

This is Appendix 1 referenced in item 13 of this Memorandum of Agreement.

LETTER OF UNDERSTANDING

between the

CITY OF LANGLEY  
(hereinafter called "the Employer")

and the

LANGLEY CITY FIREFIGHTERS' UNION, I.A.F.F. LOCAL 3253  
(hereinafter called "the Union")

(collectively, "the Parties")

**RE: 24-HOUR SHIFT SCHEDULE TRIAL**

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The Parties agree that this Letter of Understanding (LOU) is without prejudice and without precedent to the interpretation or application of the Collective Agreement or any other agreements between the Parties. This LOU will not be disclosed or used by the Parties for future rights arbitrations, except to enforce the terms of this LOU. The Parties further agree that this LOU is made without prejudice with respect to any interest arbitration. None of the provisions of this LOU or subsequent letter agreements regarding this Trial, nor any discussions arising from this LOU or subsequent letter agreements may be put before an interest arbitrator by either Party as information or evidence in a 2022 or any subsequent round of collective bargaining.

**A. Terms**

1. This Agreement applies only to Fire Suppression personnel of the Langley City Fire-Rescue Service.
2. The Collective Agreement applies to the Parties except otherwise expressly stated herein.
3. In the event of a conflict between this LOU and the Collective Agreement, this LOU supersedes the Collective Agreement only to the extent of the LOU content. The Daytime Firefighter LOU will remain in effect. The Employer will provide the Union ninety (90) days' notice of its intent to operationalize the Daytime Firefighter LOU.
4. The 24-Hour Shift Schedule Trial is entered into based upon the principle that there is neither any additional salary nor benefit cost to the Employer nor any reduction in the salaries or benefits received by employees.

5. The Parties agree that there will be no additional cost to the Employer during the transition to or away from the 24-Hour Shift Schedule Trial. Any additional hours will not incur additional pay, overtime, time off, or other forms of compensation.
6. The transition shall take place within one hundred and twenty (120) days of the ratification of the 2022-2024 Collective Agreement. All Suppression Division employees will transition to the new shift pattern within fourteen (14) days of the first platoon moving to the new shift and efforts will be made to minimize any adverse impact to employees.
7. Discussions related to a transition to a trial period for a 24-Hour Shift within the 2022 collective bargaining process are understood and agreed upon to be a function of the transparent notification to the Union of a change of practice process, and do not constitute a need for Union agreement for changes, additions or losses. The management rights or provision of privileges remains unchanged.
8. The expectation is that the Employer and the Union will consult on solutions to address any emerging issues affecting service provision.
9. The Parties agree, and it is understood the move to a 24-Hour Shift Schedule Trial may impact employees experiencing Occupational or Non-Occupational medical or health conditions. Employees that require alternate duties and/or a graduated return to work may not be working a 24-Hour Shift. The Parties understand and reaffirm mutual understanding of the Employer right to adjust schedules to accommodate alternate, modified, or graduated return to duty and all other steps deemed necessary, except as required by the British Columbia Human Rights Code.
10. It is understood that there may be implications of this change under the Collective Agreement that the Parties have not identified or considered. The Parties recognize that issues may arise, and the intention is to address them promptly, cooperatively, reasonably, and in accordance with the Collective Agreement. The Labour Management Committee will address and resolve issues that arise during the 24-Hour Shift Schedule Trial to ensure effective and efficient operations as well as cost neutral implementation of the 24-Hour Shift Schedule Trial.

**B. Assessment, Review, Measures and Sharing of Information**

1. The Parties agree to determine baseline metrics for measuring the impacts of the 24-Hour Shift Schedule Trial based on the data and information noted in subsection B(5).
2. The Parties agree to compile data about the 24-Hour Shift Schedule Trial, based on the data and information noted in subsection B(5), to be reviewed on a regular basis by the Labour Management Committee.
3. The Labour Management Committee shall review the metrics and work collaboratively to correct any concerning trends.

4. The Parties agree to address and manage the issues identified with the 24-Hour Shift Schedule Trial to prevent cost increases and to minimize detrimental impacts on the overall operations of the Department.
5. The Parties agree the following data and information will be assessed and reviewed, including but not limited to:

Data Set A:

- Time Loss (Sick Leave, WorkSafeBC, and Long Term Disability)
- WorkSafeBC (WSBC) claims
- Leave administration
- Employee attendance
- Shift movements and coverage
- Overtime Duty Shifts and costs
- Lateral positions

Data Set B:

- Response Times to Incidents
- Apparatus collisions/contact incidents
- Impact on Non-Suppression Employees
- Training
- Location of Member Residence
- Respectful Workplace Incidents/Complaints
- Employee feedback and satisfaction

**C. Temporary amendments or variances to the Collective Agreement and Letters of Understanding.**

The Parties agree that the following modifications to the current Collective Agreement and Letters of Understanding are in place on a without prejudice basis for the Duration as described in Section D.

Generally, for the purpose of this Section, where a “duty shift” is referenced in the Collective Agreement, it is understood that one (1) 24-hour Shift is equal to two (2) “duty shifts” in the Collective Agreement.

**Definitions**

**24-Hour Shift:** Two (2) Duty Shifts worked consecutively.

**Duty Shift:** One (1) ten (10) hour day shift or one (1) fourteen (14) hour night shift.

**Calculation of Shifts**

Reference to “shifts” in Section 806 of the Collective Agreement shall be adjusted to reflect Duty Shift as defined in the Definitions subsection of this LOU. For the purposes of

calculating all paid time off benefits, one (1) Duty Shift (either a day or night shift) shall be calculated based on twelve (12) hours for the purpose of crediting or debiting hours.

### **Schedule**

One (1) 24-Hour Shift, with forty-eight (48) consecutive hours off, followed by one (1) 24-Hour Shift, followed by ninety-six (96) consecutive hours off.

The 24-Hour Shift system shall consist of no less than four (4) platoons - A, B, C, D platoons.

For A, B, C and D platoons one (1) block equals - A D B A C B D C

Employees may be temporarily reverted from the 24-Hour Shift to work straight day shifts, four (4) – ten (10) hour workdays or five (5) – eight (8) hour workdays, in order to facilitate special assignments and the performance of training activities with a minimum of ten (10) calendar days' notice.

### **Grievance Procedure**

Each party agrees that there is potential for delays with Employer investigations due to the reduced number of scheduled workdays for Suppression Division employees to be able to meet with the Employer during their weekly schedule. The Parties agree that each will endeavour to comply with the timeline language in Article IV of the Collective Agreement. The Parties agree to extend the Grievance Procedure timelines listed in Section 401 of the Collective Agreement if necessary.

### **Statutory Holidays**

Fire Suppression Division employees shall be credited with Statutory Holidays identified in Section 501(c) of the Collective Agreement. The credit for each Statutory Holiday as referenced in Section 501(e) of the Collective Agreement will be based on one (1) Duty Shift as defined in the Definitions subsection of this LOU, which is consistent with the Calculation of Shifts subsection of this LOU. Credit for one (1) Statutory Holiday will be equal to twelve (12) hours.

### **Annual Vacations**

For the purpose of calculating paid annual vacations as described in Section 503 of the Collective Agreement one (1) duty shift is equal to twelve (12) hours. For example, eight (8) duty shifts is equal to ninety six (96) hours (12 hours x 8 = 96). This is based on Duty Shift as defined in the Definitions subsection of this LOU, which is consistent with the Calculation of Shifts subsection of this LOU.

### **Sick Leave**

Sick Leave as described in Section 605 of the Collective Agreement will be adjusted to reflect Duty Shifts. For example, eighteen (18) days' sick leave is equal to eighteen (18) Duty Shifts. As one (1) Duty Shift is equal to twelve (12) hours, eighteen (18) Duty Shifts is equal to 216 hours (12 hours x 18 = 216). This is based on Duty Shift as defined in the Definitions subsection of this LOU, which is consistent with the Calculation of Shifts subsection of this LOU.

### **Bereavement Leave**

Reference to "working days", "additional day leave" and "day" in Section 711 of the Collective Agreement shall be adjusted to reflect Duty Shift(s). For example, three (3) working days is equal to three (3) Duty Shifts (3 x 12 hours = 36 hours), and one (1) additional day leave is equal to one (1) Duty Shift (1 x 12 hours = 12 hours). This is based on Duty Shift as defined in the Definitions subsection of this LOU, which is consistent with the Calculation of Shifts subsection of this LOU.

### **Overtime**

References to "shift(s)", "duty shift", and "regular shift" in Section 805 of the Collective Agreement shall be adjusted to reflect 24-Hour Shift as defined in the Definitions subsection of this LOU.

#### **Extra Shifts or Portions Thereof**

For example, where an employee works a 24-Hour Shift or portion thereof, in excess of the employee's scheduled work week, the employee will receive pay at the rate of one and one-half (1½) times the employee's regular hourly rate for such excess hours worked, with a minimum of three (3) hours at the rate of one and one-half (1½) times the employee's regular rate of pay.

#### **Overtime**

For example, an employee who works overtime of fifteen (15) minutes or more in excess of and immediately preceding or following the completion of the employee's regular 24-Hour Shift shall be paid at one and one-half (1½) times the regular hourly rate of the employee for the first two hours, and two (2) times the regular hourly rate of the employee for all overtime hours worked beyond two hours, such calculation to include the fifteen (15) minute trigger period.

### **Training**

Reference to "shift" in Section 805(f) of the Collective Agreement shall be adjusted to reflect Duty Shift as defined in the Definitions subsection of this LOU.

### **Maximum Shift Duration**

At the Employer's discretion, a Suppression Division employee may be required to work up to thirty-eight (38) hours.

### **Layoff and Demotion**

Reference to "working days' notice" in Section 1005(2) of the Collective Agreement will be adjusted to reflect calendar days' notice. More specifically, ten (10) working days' notice will be adjusted to reflect fourteen (14) calendar days' notice, and fifteen (15) working days' notice will be adjusted to reflect twenty one (21) calendar days' notice.

Reference to "pay in lieu thereof" working days' notice in Section 1005(2) of the Collective Agreement will be adjusted to reflect Duty Shifts(s). For example, pay in lieu of ten (10) working days' notice will be adjusted to reflect ten (10) Duty Shifts (10 x 12 hours = 120 hours). Pay in lieu of fifteen (15) working days' notice will be adjusted to reflect fifteen (15) Duty Shifts (15 x 12 hours = 180 hours). This is based on Duty Shift as defined in the Definitions subsection of this LOU, which is consistent with the Calculation of Shifts subsection of this LOU.

### **Service Severance Pay**

Reference to "days' pay" in Section 1006(d) of the Collective Agreement will be adjusted to reflect Duty Shifts(s). For example, one (1) days' pay is equal to twelve (12) hours' pay, three (3) days' pay is equal to thirty six (36) hours' pay, and five (5) days' pay is equal to sixty (60) hours' pay. This is based on Duty Shift as defined in the Definitions subsection of this LOU, which is consistent with the Calculation of Shifts subsection of this LOU.

### **Job Security**

Reference to "working days" in Section 1010 of the Collective Agreement will be adjusted to reflect Duty Shifts. For example, five (5) working days is equal to five (5) Duty Shifts. This is based on Duty Shift as defined in the Definitions subsection of this LOU.

### **Safety and Health Committee**

Reference to "shift" in Section 1101(g) of the Collective Agreement will be adjusted to reflect a Duty Shift. This is based on Duty Shift as defined in the Definitions subsection of this LOU.

### **LOU re: Officer Structure**

Reference to "shift" in subsection (a) of the LOU re: Officer Structure in the Collective Agreement will be adjusted to reflect Duty Shift. This is based on Duty Shift as defined in the Definitions subsection of this LOU.

**LOU re: Flex Firefighters Trial**

Reference to “shift(s)” in subsection 2(c) of the LOU re: Flex Firefighters Trial will be adjusted to reflect Duty Shift(s). This is based on Duty Shift as defined in the Definitions subsection of this LOU.

Reference to “shifts” in subsections 2(d) and 2(g) of the LOU re: Flex Firefighters Trial will be adjusted to reflect Duty Shifts. This is based on Duty Shift as defined in the Definitions subsection of this LOU.

Reference to “shift” in subsection 2(f) of the LOU re: Flex Firefighters Trial will be adjusted to reflect Duty Shift. This is based on Duty Shift as defined in the Definitions subsection of this LOU.

**Residence Requirements**

Employees shall report to the administration and provide or keep their living address and contact phone number current at all times.

Employees shall be restricted to living within the regions confined by the Metro Vancouver Regional District, also including:

- East of Langley up to and including Hope, and
- North to Squamish, and
- South limited by the Canada - USA Border, and
- West of Langley excluding Vancouver Island, the Gulf Islands and the Sunshine Coast.

Following submission of a written request, at the Fire Chief’s discretion and only with the subsequent written approval from the Fire Chief, the Fire Chief may permit an employee to reside beyond the region described above, provided that the total number of employees who reside beyond the region described above does not exceed twelve percent (12%) of the total number of employees in the Department. No employee living outside the region described above will be eligible for Emergency Callouts as described in Section 805(c) of the Collective Agreement.

**D. Duration**

The 24-Hour Shift Schedule Trial will be in effect for a minimum period of twenty four (24) months. After completion of twenty four (24) months, this LOU may be cancelled by either party upon giving three (3) months written notice and the 24-Hour Shift Schedule Trial will be terminated. Effective upon termination, the Fire Chief will transition hours of work and scheduling back to the system in place prior to the commencement of the 24-Hour Shift Schedule Trial.

DATED 4th day of April, 2025 in the City of Langley.

SIGNED ON BEHALF OF THE EMPLOYER:

"F. Cheung"

\_\_\_\_\_  
Signature

April 4, 2025

\_\_\_\_\_  
Date

SIGNED ON BEHALF OF THE UNION:

"D. Gray"

\_\_\_\_\_  
Signature

April 4, 2025

\_\_\_\_\_  
Date

APPENDIX 2 – FLEX FIREFIGHTERS TRIAL

This is Appendix 2 referenced in item 14 of this Memorandum of Agreement.

LETTER OF UNDERSTANDING

between the

CITY OF LANGLEY  
(hereinafter called "the Employer")

and the

LANGLEY CITY FIREFIGHTERS' UNION, I.A.F.F. LOCAL 3253  
(hereinafter called "the Union")

(collectively, "the Parties")

**RE: FLEX FIREFIGHTERS TRIAL**

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The Parties agree that this Letter of Understanding (LOU) is without prejudice and without precedent to the interpretation or application of the Collective Agreement or any other agreements between the Parties. This LOU will not be disclosed or used by the Parties for future rights arbitrations, except to enforce the terms of this LOU. The Parties further agree that this LOU is made without prejudice with respect to any interest arbitration. None of the provisions of this LOU or subsequent letter agreements regarding this LOU, nor any discussions arising from this LOU or subsequent letter agreements may be put before an interest arbitrator by either Party as information or evidence in a 2022 or any subsequent round of collective bargaining.

Flex Firefighters are not bound by the Hours of Work provisions of the Collective Agreement or the Fire Department Act but are scheduled in accordance with the following guidelines:

1. The Employer may assign up to four (4) active employees to be designated as Flex Firefighters. Additional active employees may be designated as Flex Firefighters provided that the total number of Flex Firefighters does not exceed twelve percent (12%) of the active workforce rounded to the closest whole number of employees. Those employees designated as Flex Firefighters shall be the least senior active employees that have completed department recruit training and have completed six (6) months of their twelve (12) month probationary period. Employees with a start date before January 01, 2025 will not be designated as Flex Firefighters. Once an employee completes their 4<sup>th</sup> year of service they can no longer be designated as a Flex Firefighter.
2. Employees designated as Flex Firefighters shall be assigned to a Platoon but not necessarily work the same shift pattern as other employees assigned to that Platoon and shall instead work a flexible schedule as scheduled by the Fire Chief or designate. Flex Firefighters are

assigned to a fifty-six (56) day cycle and will work a maximum of three hundred thirty-six (336) hours within that cycle at straight-time rates, subject to the following:

- (a) Flex Firefighters are paid in accordance with the Collective Agreement (i.e. 84 hours pay bi-weekly); and
  - (b) Flex Firefighters are only assigned to a Platoon for the purpose of scheduling vacation and other paid time off benefits.
  - (c) Flex Firefighters may be assigned to work a shift(s) required by the Fire Chief.
  - (d) Flex Firefighters shall work no more than sixty-two (62) hours or five (5) shifts in an eight (8) day period, unless it consists of three (3) independent twenty-four (24) hour periods.
  - (e) Flex Firefighters will be assigned forty-eight (48) consecutive hours off on days 5, 6, 7, or 8 of their block as to be determined before implementation of the system. Such days will not be used as flex days by the Employer.
  - (f) With respect to scheduling hours of work for Flex Firefighters, the Employer will provide Flex Firefighters a minimum of one (1) shift notice. Where the Employer provides less than one (1) shift notice to a Flex Firefighter, the Flex Firefighter may be scheduled to work as a Flex Firefighter under the terms applicable to a Flex Firefighter by mutual agreement.
  - (g) When a Flex Firefighter has an entire block of four (4) shifts booked off as leave time, they will not be scheduled during the ninety-six (96) hours preceding or following that block.
3. Nothing in these guidelines limits the ability of the City to require a Flex Firefighter to work Overtime, Extra Shifts, and Callout in accordance with the Collective Agreement.
4. The Flex Firefighters Trial Letter of Understanding will be in effect for a minimum period of twenty four (24) months. After completion of twenty four (24) months, this LOU may be cancelled by either party upon giving three (3) months written notice and the Flex Firefighters Trial system will be terminated.

DATED 4<sup>th</sup> day of April, 2025 in the City of Langley.

SIGNED ON BEHALF OF THE EMPLOYER:

“F. Cheung”

\_\_\_\_\_  
Signature

April 4, 2025

\_\_\_\_\_  
Date

SIGNED ON BEHALF OF THE UNION:

“D. Gray”

\_\_\_\_\_  
Signature

April 4, 2025

\_\_\_\_\_  
Date

APPENDIX 3 – JOINT EMPLOYER UNION LONG TERM DISABILITY COMMITTEE

This is Appendix 3 referenced in item 15 of this Memorandum of Agreement.

TERMS OF REFERENCE

between the

CITY OF LANGLEY  
(hereinafter called "the Employer")

and the

LANGLEY CITY FIREFIGHTERS' UNION, I.A.F.F. LOCAL 3253  
(hereinafter called "the Union")

**RE: JOINT EMPLOYER UNION LONG TERM DISABILITY COMMITTEE**

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1. The Employer and the Union agree to constitute a joint Employer Union Committee (hereafter "the Committee") comprised of up to two (2) representatives of the Employer and up to two (2) representatives of IAFF Local 3253.
  2. The purpose of the Committee shall be to engage in discussions related to the Long Term Disability Plan.
  3. The Committee will schedule meetings by mutual agreement, but will meet a minimum of once per calendar year.
  4. Where the Committee reaches agreement on a recommendation without the need to amend the Collective Agreement, and the recommendation is approved by the principals of both parties, such recommendation of the Committee may be implemented prior to the next round of collective bargaining.
  5. Following the conclusion of four (4) meetings, these Terms of Reference can be cancelled by either party serving thirty (30) calendar days' written notice to the other party.