

2003

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 GREATER VANCOUVER REGIONAL DISTRICT, ACTING ON BEHALF OF THE TOWNSHIP OF LANGLEY (hereinafter called "the Employer"), AGREE TO RECOMMEND TO THE LABOUR RELATIONS BUREAU OF THE GREATER VANCOUVER REGIONAL DISTRICT, AND IF THAT BUREAU APPROVES, THEN 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 2003 JANUARY 01 AND EXPIRING 2006 DECEMBER 31 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. **Previous Conditions**

All of the terms of the 2000-2002 Collective Agreement continue except as specifically varied below.

2. **Term of Agreement**

The term of the new Collective Agreement shall be for four years (4) from 2003 January 01 to 2006 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.

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3. **General Increase**

- (a) Effective 2003 January 01, all hourly rates of pay which were in effect on 2002 December 31 01 shall be increased by two and one-half percent (2.5%). The new hourly rates shall be rounded to the nearest whole cent.
- (b) Effective 2004 January 01, all hourly rates of pay which were in effect on 2003 December 31 shall be increased by two and one-half percent (2.5%). The new hourly rates shall be rounded to the nearest whole cent.
- (c) Effective 2005 January 01, all hourly rates of pay which were in effect on 2004 December 31 shall be increased by two and one-half percent (2.5%). The new hourly rates shall be rounded to the nearest whole cent.
- (d) Effective 2006 April 01, all hourly rates of pay which were in effect on 2006 March 31 shall be increased by the greater of:
 - (i) three percent (3%). The new hourly rates shall be rounded to the nearest whole cent,
 - or
 - (ii) three percent (3%) plus one-half of the amount by which the Consumer Price Index (CPI all item market basket) for Vancouver, BC exceeds three percent for the 12 month period ending on February 28, 2006. This calculation will be made by comparing the difference of the CPI value for February 2006 over February 2005. The CPI calculation will be taken to the second decimal place following arithmetical rules of rounding. The new hourly wage rates calculated from the aforementioned shall be rounded to the nearest whole cent.

4. **Schedule “A”**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to delete all pay grades with an A or a B. Any notes associated with the class will remain unchanged regardless of moving to the closest pay grade

All employees in positions that are currently at a pay grade with an A or a B will move to the nearest existing pay grade as follows:

<u>Classification</u>	<u>Current PG</u>	<u>2002 Rate</u>	<u>Move to</u>	<u>2002 Rate</u>
Telecommunications Op. I	PG 16A	18.16	PG 13	18.18

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<u>Classification</u>	<u>Current PG</u>	<u>2002 Rate</u>	<u>Move to</u>	<u>2002 Rate</u>
By-Law Enforcement Officer	PG 20A	21.35	PG 17	21.37
Telecommunications Op. II	PG 21A	22.22	PG 18	22.25
Recreation Programmer	PG 22A	23.12	PG 19	23.18
Pub. Fire & Life Safety Ed.	PG 22A	23.12	PG 19	23.18
Recreation Programmer – Aquatics	PG 22A	23.12	PG 19	23.18
Rec. Programmer – Health & Fitness	PG 22A	23.12	PG 19	23.18
Court Liaison Reader	PG 23B	25.62	PG 21	25.16
Fire Training Officer	PG 27A	28.44	PG 24	28.51
Public Education Officer	PG 27A	28.44	PG 24	28.51
Fire Prevention Officer	PG 27A	28.44	PG 24	28.51

In the case of the Court Liaison Reader classification, the four (4) current incumbents, namely John Bruce, Gerry Argue, Jim McInnis, and Jean Galvin, will remain at PG 23B and shall be entitled to all general increments and increases. Any new incumbents will start at PG 21.

5. **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 by increasing the allowance from thirty-three cents (33¢) per kilometer to forty-two cents (42¢) per kilometer.

6. **Article 7.5 – Schedule “C” - Non-Standard Hours and/or Non-Standard Work Weeks**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 7.5 to read:

“Article 7.1 shall not apply to other classifications, work areas and locations who work non-standard hours or non-standard work weeks as set out in Schedule “C” of this Agreement.”

7. **Article 9.2 – Extended Health**

Effective the date of ratification of the Memorandum of Agreement, the Employer agrees to adjust the Extended Health policy as follows:

- (a) effective 2004 January 01, add coverage for eye exams in the amount of \$75.00 every two years;
- (b) effective 2004 January 01, add coverage for oral contraceptives; and

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- (c) effective 2004 January 01, increase the EHB deductible to \$50; and effective 2005 January 01, increase the EHB deductible to \$100.

8. **Article 9.8 – Sick Leave**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to replace Article 9.8 with the following:

“9.8: Sick Leave

- (a) Employees shall be granted sick leave with pay of one and one-half (1½) days per full month worked to be credited at the end of the month.
- (b) Any unused portions will accrue in future years to a maximum of one hundred and twenty (120) days.
- (c) While it is recognized that sick leave days are to be used by an employee for their own personal illness or non-occupational injury, where a family member (meaning spouse, child, or parent) becomes ill or injured, an employee shall be entitled to use up to a maximum of two (2) of their accumulated sick days per year to provide the necessary care. It being understood that it is the employee's responsibility to make such alternate arrangements as may be necessary in order to minimize the disruption to the workplace. Proof of illness or injury may be required.

In order to comply with the requirements regarding eligibility for EI rebates, only those employees who have more than twelve (12) days' sick leave credits are entitled to use sick leave for family illness.

- (d) Notwithstanding the foregoing sections, the Administrator may at his/her own discretion grant further periods of sick leave in special circumstances.
- (e) The Corporation may require proof of illness, at the employee's expense, prior to awarding payment for sick leave for all leave requests beyond any one day in a given calendar year.
- (f) Employees who are sick and unable to report for work shall notify their supervisor or other designated person by telephone no later

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than thirty (30) minutes prior to the commencement of the shift. Telecom Operators shall notify the designated person at the RCMP detachment at least four (4) hours before the work shift commences. In the case of Lifeguard/Swim Instructors, notification of their absence shall be provided no less than two hours in advance of the commencement of their shift.

- (g) Upon returning to work after sick leave, at the request of the Corporation, an employee shall complete a time sheet for the period covered by such Sick Leave showing the number of days involved.”

9. **Article 10.4 – Scheduling of Vacation**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 10.4 by:

“(a) Labeling the current provision as (a);

(b) Adding a new provision as (b) to read as follows:

“After January 31st, vacation requests will be dealt with on a first come first serve basis.” as (b); and

(c) Adding a new provision as (c) to read as follows:

“Other than as outlined in (a) and (b) above, requests for vacation and amendments to or cancellation of previously booked vacation are to be made by the employee to their immediate non-bargaining unit supervisor at least one week in advance of the vacation being sought, amended or cancelled. In cases of sudden injury or illness, and proof of same, the one week notice may be waived.”

10. **Article 11 – Statutory Holidays**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to add a new Article 11.4 to read as follows:

“For those employees working non-standard hours of work and not already covered by language on statutory holidays, upon approval of the Corporation in each and every case, an employee may choose to work a statutory holiday which falls on their regular work day at their straight-

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time rate of pay and will be granted an alternate day off in lieu. No statutory holiday premium will apply. The day(s) off taken in lieu is subject to the approval of the Corporation and will be taken within two weeks following or three (3) days preceding the holiday and be taken with the employee's days of rest. Should the Corporation require the employee to work on the statutory holiday, overtime rates will apply."

11. **Schedule "C" – Building Service Workers and Pool Service Workers**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Schedule "C", paragraph #21 by:

- (a) adding Pool Service Worker to the title and text;
- (b) replacing the word "inclusive" with "exclusive" in the third line; and
- (c) adding the sentence "One day off per month will be granted in lieu of statutory holidays." at the end of the paragraph.

12. **Article 12.6 – Other Union Business**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 12.6 to read as follows:

"Employees wishing to obtain time off to transact official Union business outside Langley shall obtain permission from the employee's immediate non-bargaining unit supervisor."

13. **New - Resignation and Re-Employment**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to add a new Article 14.8 to read as follows:

"14.9: Resignation and Re-Employment

A Regular Full-Time or Regular Part-Time Employee who has voluntarily resigned and is re-employed as a Regular Full-Time or Regular Part-Time Employee within one (1) year from the last termination of service as a Regular Full-Time or Regular Part-Time Employee, shall be considered eligible for reinstatement under the applicable employee benefits, provided, in each case, length of service, benefits, and seniority are adjusted by the period of absence. An employee who has voluntarily resigned and is re-employed after one (1) year from

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the last termination of service shall be considered a new employee as regards seniority, employee benefits and salary.

Reinstatement into Superannuation will be in accordance with the Municipal Pension Plan.”; and

Re-number the remaining provision.

14. **Article 16.3 – Exempt Transfer**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 16.3 by:

- (a) putting an “(a)” in front of the current language; and
- (b) adding a paragraph (b) as follows:

“(b) Employees temporarily assigned a portion of the duties and responsibilities of a position outside the scope of this Collective Agreement, will be paid from and including the first day of the temporarily assigned duties and responsibilities, ten percent (10%) above the assigned employee's regular classification rate or the first step in the exempt pay grade for the position, whichever is less. Employees assigned the full level of duties and responsibilities will receive the 1st step in the exempt pay grade for the position.”

15. **Schedule “C” – Recreation Programmer**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend paragraph 19 of Schedule “C” by:

- (a) replacing the words “twenty, four (4) hour blocks” with the words “forty, two (2) hour blocks” in the 1st paragraph;
- (b) adding a sentence at the end of the third paragraph to read as follows:

“Should an employee work less than four (4) hours in a day due to this schedule, those hours worked shall not attract the daily guarantee as outlined in Article 7.6(a).”

- (c) adding Aquatic Leader and Fitness Rehabilitation Advisor to the title and text of paragraph 19 of Schedule “C”.

16. **New – Grant Student Employment**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree that the Letter of Understanding attached hereto titled “Grant Student Employment” shall form part of this Memorandum of Agreement.

17. **Schedule “A” and Article 6.3**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to:

- (a) delete the monthly rates of pay from Schedule “A”;
- (b) replace Article 6.3 with the following:

“6.3 Hourly Rates

The hourly rates (taken to the second decimal place following the arithmetical rules of rounding) set forth in Schedule “A” shall be the basis for the application of any general salary increases.”

18. **Housekeeping Matters**

Effective 2003 January 01, all housekeeping items which have been, or shall be, mutually agreed to between the parties prior to or during the drafting of the new Collective Agreement, shall be included in that new Collective Agreement, including:

- (a) updating and revising Article 3.2 – Exclusions with new positions as per the list provided to the Union on 2003 February 25;
- (b) removing the ⌘ symbol from Article 6.9 – Car Allowance;
- (c) removing reference to “Langley Credit Union” in Article 6.13 – Savings;
- (d) deleting Article 10.3 - Vacation in Year of Retirement; there are no employees with a seniority date prior to 1958 and therefore no employee is eligible;
- (e) amending Article 11.1 to refer to “Victoria Day” instead of the current wording;
- (f) revising Article 12.4 – Maternity and Parental Leave as per Employment Standards (as per the language provided by the Employer February 25, 2003);

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- (g) correcting the cross-reference in Maternity and Parental Leave Article 12.4(d)(2); it should refer to (b)(4), not (b)(5);
- (h) replacing the words “Human Resources Division” with “Human Resources Department” and the words “Director of Human Resources” with “Manager of Human Resources” in Article 18.4 – Classification Appeal Procedure;
- (i) revising Schedule “A” by:
- (i) adding the following new classifications and rates of pay:
- Aquatic Leader - PG 17
 - Assistant Coordinator Victim Witness Services - PG 21
 - Business Application Support Analyst – PG 23
 - Coordinator - Adopt-a-Street – PG 20
 - Data Base Assistant - PG 17
 - Engineering Technologist III – PG 26
 - Fire Inspector – PG 22
 - Fire Prevention Officer – PG 24
 - Fleet Maintenance Coordinator - PG 16
 - GIS Specialist - PG 24
 - Network Administrator – PG 26
 - Public Fire Education Officer – new title/same PG
 - Senior Business Application Analyst – PG 27
 - Senior Technical Support Specialist – PG 21
 - Storekeeper/Buyer – PG 18
 - Technical Support Specialist – PG 19
 - Technical Support and Web Services Coordinator – PG 24
 - Victim Support Worker - PG 19
 - Working Supervisor Information Services – PG 19;
- (ii) deleting the following classifications:
- Application Support Analyst
 - Conveyancing Clerk;
 - Data Processing Coordinator
 - Microcomputer/Network Support
 - PC Network Support Analyst
 - Programmer Analyst
 - Programmer Analyst – Jr.
 - Programmer Analyst – Sr.
 - Storekeeper

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- Storekeeper I
 - Systems Administrator
- (iii) adding dates above the Guard/Matron rates as to when the rates are applicable;
- (iv) amending Payroll Supervisor to read “PG 22” not “PG 21”;
- (v) amending Property Negotiator to read “PG 26” not “PG 27A”;
- (vi) amending Pay Grade 22A, step 5 rate, 2001 January 01, to read \$22.45 and step 5, 2002 April 01, to read \$23.12;
- (vii) deleting pay grades 16.5, 18.5, 21.5 and 24.5.
- (j) revising Schedule “B” – Outside Division by deleting definitions for the following classifications:
- Equipment Operator I
 - Labourer I
 - Labourer II
 - Labourer III
 - Labourer Utilities
 - Lead Hand
 - Pipelayer
 - Truck Driver I

and including new general descriptions for Labourer and Operations Maintenance Worker as follows:

“Labourer

semi-skilled tasks in the maintenance and construction of roads, pavements, sewers, waterworks, parks and in street cleaning and sanitation; operates motorized compacting machines, self-propelled lawn mowers and pickup trucks;

Operations Maintenance Worker

dump, flat, panel or service trucks of between 5,100 and 24,000 pounds G.V.W.; variety of large industrial or farm tractors with attachments; power rollers under three tons; small riding mowers, fertilizer spreader, disc and other attachments; mobile and stationary equipment such as

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brush chippers, brush cutters, concrete mixers, soil shredders, small sewer rodders, curbing machines, chain saws used at ground level, and small vibrator rollers under three tons;”

- (k) revising Schedule “B” – Outside Division – Hourly Rates of Pay by:
- (i) deleting the following position classifications:
- Equipment Operator I
 - Labourer Utilities
 - Labourer I
 - Labourer II
 - Labourer III
 - Lead Hand – Blacktop
 - Lead Hand – Brushing
 - Lead Hand – Traffic Maintenance
 - Leadhand
 - Pipelayer
 - Traffic Maintenance Worker
 - Transport Coordinator
 - Truck Driver I
 - Waste Water Treatment Plant Operator
 - Waste Water Treatment Plant Operator I
 - Waste Water Treatment Plant Operator II
- (ii) adding position classifications and rates for:
- Labourer
 - Operations Maintenance Worker
- (iii) adding revised rate for Urban Forestry Technician;
- (l) amending Schedule “C” by:
- (i) adding “/Victim Support Worker” at the end of the heading for paragraph 3;
- (ii) replacing “12:00 p.m.” with “12:00 a.m.” in the sixth line of paragraph 4;
- (iii) adding the word “clerical” after the word “inside” in the first line of paragraph 17;

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- (iv) adding “Aquatic Leader” and replacing “Fitness Advisor” with “Fitness Rehabilitation Advisor” in the title and text of paragraph 20, page 69;
- (v) adding the words “and Educator” after the words “Museum Curator” in item (e) of #22;
- (m) amending Schedule “D” by adding new rates of pay for Concession Worker, 2001 Jan. 01, replace “\$12.81” with “\$13.79”, and 2002 April 01, replace “\$13.19” with “\$14.07”;
- (n) deleting the Letter of Understanding on Telecommuting;
- (o) Letters of Understanding Currently Outside the Collective Agreement:

- (i) adding the following to Schedule “C”, #18:

“With respect to Arena Service Workers at Langley Civic Center, it is further agreed that as per operational requirements, during ice out season (approximately April 1 – August 1) the Arena Service Workers may be transferred to Parks Operations where they will be paid at the Labourer rate based on a 40 hour work week. Statutory holidays will be taken as designated for all regular employees based on the employee’s starting date with Parks (i.e., if starting before the statutory holiday, the employee takes the holiday as it occurs. If starting after the statutory holiday, the employee takes a float day.)”;

- (ii) adding the following to Article 8.4:

“(b) Qualified CIS employees that are on standby and required to be available to attend to CIS emergencies on a standby basis shall be paid \$17.00 for each 8 hour period on standby. For example, in a one week period if an employee is scheduled to be on standby for 56 hours it would equate as follows:

$$\begin{aligned} 56 \text{ hours}/8 \text{ hour block} &= 7 \text{ standby periods} \\ 7 \text{ standby periods} \times \$17 &= \$119.00”; \end{aligned}$$

- (iii) adding the following to Schedule “C” as #22(f):

“As per operational requirements, in the event a Statutory Holiday falls on a regularly scheduled day off for the Regular Full-Time or the Regular Part-Time Employees at the Museum, these

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employees shall be permitted to schedule an alternative day in lieu of the Statutory Holiday within two weeks following the date of the declared Statutory Holiday. The day in lieu shall be scheduled as per operational needs and as agreed between the employee and the Employer.”;

(iv) adding the following to Article 8.4:

“(c) All Engineering Division employees that are on standby and required to be available to attend to Engineering emergencies on a callout basis shall be paid the Foreman I rate for any call out, with the exception of those employees that are regularly at a higher rate of pay who shall retain their regular rate of pay for the call out.”;

(v) adding the following to Schedule “C” as #16:

“Adopt-A-Street Coordinator

The normal hours of work for the Adopt-A-Street Coordinator shall be seven (7) consecutive hours of work occurring between the hours of 8:00 a.m. and 10:00 p.m. with two (2) days of rest within a seven (7) day period. Overtime shall be as per the Collective Agreement.”

re-numbering the remaining provisions;

(vi) adding Telecommunications Operator IIIs to the title and text of Schedule “C”, #5 and deleting the second paragraph;

(vii) attaching the entire Letter of Understanding regarding Posting Provisions to the back of the Collective Agreement.

19. **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, the amended or new provision only shall appear in the new Collective Agreement together with a sentence referencing its effective date.

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20. **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 the Memorandum of Agreement is signed.

Signed this ____ day of _____, 2003.

BARGAINING REPRESENTATIVES FOR
THE EMPLOYER:

BARGAINING REPRESENTATIVES FOR
CUPE LOCAL 403:

This is the Letter of Understanding referred to in item #18 of the Memorandum of Agreement.

LETTER OF UNDERSTANDING

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 provided employees shall be paid no less than the grant rate or ten dollars (\$10.00) per hour, whichever is greater, except where the technical skills of the position require a rate higher than the grant rate or the ten dollars (\$10.00) per hour 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.”

Dated this ____ day of May, 2003.

SIGNED ON BEHALF OF THE
EMPLOYER:

SIGNED ON BEHALF OF THE UNION:

