



1997 - 1999

COLLECTIVE AGREEMENT

between

THE CORPORATION OF THE TOWNSHIP OF LANGLEY

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 403

07380 (05)

**1997 - 1999
COLLECTIVE AGREEMENT**

between
THE CORPORATION OF THE TOWNSHIP OF LANGLEY
and
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 403

INDEX

<u>ARTICLE</u>		<u>PAGE</u>
	<u>PREAMBLE</u>	1
1	<u>TERM OF AGREEMENT</u>	1
	1.1: Continuation Conditions.....	2
2	<u>MANAGEMENT RIGHTS</u>	2
	2.1: Management.. ..	2
	2.2: Contracting	2
3	<u>BARGAINING AGENCY</u>	2
	3.1: Employer.....	2
	3.2: Exclusions.....	2
	3.3: Agreement in Conflict	4
4	<u>UNION SECURITY</u>	4
	4.1: Membership.....	4
	4.2: Dues and General Assessments.....	4
	4.3: Check Off	4
	4.4: Union Dues Receipt.....	4
	4.5: Indemnification Notification	5
	4.6: Status Change	5
5	<u>EMPLOYMENT CATEGORIES</u>	5
	5.1: Definitions	5
	5.2: Status.....	5
6	<u>WAGES, SALARIES AND PREMIUMS</u>	6
	6.1: Wage Schedule.....	6
	6.2: Pay Days.....	6
	6.3: Derivation of Bi-Weekly Rates for Salaried Employees.....	6
	6.4: Equal Pay	6
	6.5: Trailer Premium.....	6

<u>ARTICLE</u>		<u>PAGE</u>
6	<u>WAGES, SALARIES AND PREMIUMS</u> (cont'd)	
6.6:	Meal Premium	7
6.7:	Dirty or Hazard Pay.....	7
6.8:	First Aid Premium for Designated Holders of WCB Occupational Health & Safety First Aid Certificates	7
6.9:	Car Allowance.....	7
6.10:	Horticulture Certification	8
6.11:	Educational Allowance for Required Courses.....	8
6.12:	Fees and Licenses.....	8
6.13:	Savings.....	8
7	<u>HOURS OF WORK</u>	8
7.1:	Schedule " A "	8
7.2:	Schedule " B "	9
7.3:	Rest Periods	9
7.4:	Special Shift	9
7.5:	Other Shift Arrangements.....	9
7.6:	Daily Guarantee.....	9
8	<u>OVERTIME, CALLOUT, STANDBY</u>	10
8.1:	Overtime	10
8.2:	Overtime Payment	10
8.3:	Callout	11
8.4:	Standby	11
9	<u>EMPLOYEE BENEFITS</u>	11
9.1:	Medical Services Plan.....	12
9.2:	Extended Health.....	12
9.3:	Dental	12
9.4:	Group Life	12
9.5:	Premiums	13
9.6:	Benefits and % in Lieu - Regular Part-Time, Auxiliary, Temporary and Incentive Employees.....	13
9.7:	Same Sex Coverage.....	13
9.8:	Sick Leave.....	13
9.9:	Extended Sick Leave	15
9.10:	Sick Leave Reimbursement.....	15
9.11:	Retirement and Sick Leave Payout.....	15
9.12:	Death Benefit	15
9.13:	Retirement.....	16
9.14:	Pension.....	16

INDEX (cont'd)

<u>ARTICLE</u>		<u>PAGE</u>
10	<u>VACATIONS AND HOLIDAYS</u>	16
	10.1: Vacations.....	16
	10.2: Vacation Upon Termination.....	16
	10.3: Vacation in Year of Retirement.....	17
	10.4: Scheduling of Vacation.....	17
	10.5: Use of Vacation Entitlement.....	17
	10.6: Advanced Vacation Payment.....	17
	10.7: Interrupted Vacation.....	17
	10.8: Illness During Vacation.....	17
	10.9: Overpayment Adjustment.....	18
	10.10: Close Down for Vacations.....	18
11	<u>STATUTORY HOLIDAYS</u>	18
	11.1: Statutory Holiday Entitlement.....	18
	11.2: Statutory Holidays During Vacations.....	18
	11.3: Statutory Holiday Pay.....	18
12	<u>LEAVES OF ABSENCE</u>	18
	12.1: Application for Leaves of Absence.....	18
	12.2: Bereavement.....	19
	12.3: Jury or Court Duty.....	19
	12.4: Maternity and Parental Leave.....	20
	12.5: Local Union Business.....	22
	12.6: Other Union Business.....	22
	12.7: Negotiating Committee.....	22
	12.8: Meetings and Banking.....	22
	12.9: No Union Business During Working Hours.....	23
	12.10: Union Leave.....	23
13	<u>PROMOTIONS</u>	23
	13.1: Job Postings.....	23
	13.2: Information on Postings.....	24
	13.3: Advertising.....	24
	13.4: Recognition of Seniority.....	24
	13.5: Method of Making Appointments.....	24
	13.6: Trial Period.....	24
14	<u>SENIORITY</u>	24
	14.1: Probation Period.....	24
	14.2: Definition.....	25

<u>ARTICLE</u>		<u>PAGE</u>
14	<u>SENIORITY</u> (cont'd)	
	14.3: Calculation.....	25
	14.4: Backdating Service.....	25
	14.5: <i>Auxiliary</i> and Temporary Full-Time Employees - Seniority	25
	14.6: Seniority List.....	26
	14.7: Loss of Seniority	26
	14.8: Historic Benefits.....	27
15	<u>LAYOFF AND RECALL AND SEVERANCE PAY</u>	27
	15.1: Layoff and Recall	27
	15.2: Seniority During Layoff.....	28
	15.3: Severance Pay	28
16	<u>TEMPORARY WORKING CONDITIONS</u>	29
	16.1: Conditions of Transfers	29
	16.2: Temporary Transfer.....	30
	16.3: Exempt Transfer.....	30
17	<u>GRIEVANCE PROCEDURE</u>	30
	17.1: Grievance Investigation	30
	17.2: Grievance Steps.....	30
	17.3: Arbitrator's Jurisdiction	31
	17.4: Adverse Report	32
	17.5: Dismissal and Suspension - Remedy.....	32
	17.6: Dismissal and Suspension - Impact on Benefits.....	32
	17.7: Dismissal and Suspension - Union Representation.....	32
	17.8: Accelerated Procedure.....	33
	17.9: Time Limits	33
	17.10: Single Arbitrator.....	33
	17.11: Optional Grievance Investigation Procedure	33
18	<u>CLASSIFICATIONS</u>	35
	18.1: Establishment of Classes and Rates.....	35
	18.2: Job Descriptions	35
	18.3: New Classifications	35
	18.4: Classification Appeal Procedure.....	35
	18.5: New Equipment.....	38
19	<u>SPECIAL PROVISIONS</u>	38
	19.1: Tools.....	38
	19.2: Insurance - Tools and Equipment.....	38

INDEX (cont'd)

<u>ARTICLE</u>		<u>PAGE</u>
19	<u>SPECIAL PROVISIONS</u> (cont'd)	
	19.3: Clothing	38
	19.4: Bulletin Boards.....	39
	19.5: Picket Line	39
	19.6: Legal Counsel.....	39
	19.7: Collective Agreement	39
	19.8: Calendar Year	39
	19.9: Employee Status Change.....	39
	19.10: Extensions.....	40
	19.11: Sexual Harassment	40
20	<u>TECHNOLOGICAL CHANGE</u>	40
21	<u>LABOUR MANAGEMENT RELATIONS</u>	40
	21.1: Labour Management Committee.....	40
	21.2: Discussions.....	41
	21.3: Number of Representatives.....	41
	21.4: Notice of Representatives.....	41
	21.5: Assistance of the National Representative.....	41

SCHEDULES

<u>SCHEDULE "A"</u>	Inside Division - 1997 January 01 - 1999 December 31: Position Classifications	43
	Monthly Rates of Pay - 1997 January 01 - 1999 December 31	46
	Hourly Rates of Pay - 1997 January 01 - 1999 December 31	51
<u>SCHEDULE "B"</u>	Outside Division.....	56
	Hourly Rates of Pay	58
<u>SCHEDULE "C"</u>	Special Classifications.....	60
<u>SCHEDULE "D"</u>	Parks & Recreation Workers and Arena Employees - Hourly Rates of Pay	70
<u>SCHEDULE "E"</u>	1991-1993 Negotiations	71
<u>SCHEDULE "F"</u>	Temporary, Auxiliary and Incentive Employees - Hours of Work and Overtime.....	72

	<u>PAGE</u>
<u>LETTER OF UNDERSTANDING</u> Re: Mechanic Apprenticeship Program.....	73
<u>LETTER OF UNDERSTANDING</u> Re: Collective Agreement Application - Temporary Full-Time and Auxiliary Employees	76
<u>LETTER OF UNDERSTANDING</u> Re: RCMP Civilian Staff - Training.....	80
<u>LETTER OF UNDERSTANDING</u> Re: Job Sharing.....	83
<u>LETTER OF UNDERSTANDING</u> Re: Telecommuting.....	87

THIS **AGREEMENT** made and entered into this ____ day of _____, in the year One Thousand Nine Hundred and Ninety-Seven.

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF LANGLEY
(hereinafter called the "Corporation")

PARTY OF THE FIRST PART

AND:

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

PARTY OF THE SECOND PART

PREAMBLE

The purpose of this Agreement is to secure for the Corporation, the Union and the employees of the Corporation, the ~~full~~ benefit of orderly and legal collective bargaining, and to ensure to the utmost extent possible the safety and physical welfare of the employees, economy of operation, quality and quantity of output, the protection of property, and to promote efficiency of operation. **It is** recognized by the Agreement to be the duty of the Corporation and the Union and the employees to co-operate fully, individually and collectively, for the advancement of said conditions.

The Corporation and the Union agree to abide by the terms set out in this Agreement. The Union further agrees that it will at all times instruct its members to act in accordance with the terms contained in this Agreement. The Corporation agrees, in the exercise of the functions of Management, that the provisions of this Agreement ~~will~~ be carried out.

ARTICLE 1: TERM OF AGREEMENT

This Agreement shall be effective ~~as~~ from the **first** day of January 1997, and shall remain in force and be binding upon the Corporation and the Union until the 31st day of December 1999, and from year to year thereafter unless terminated by either the Corporation or the Union by written notice pursuant to the Statutes of the Province of British Columbia.

1.1: Continuation Conditions

During any period when collective bargaining negotiations are being conducted between the Corporation and the Union to amend this Agreement, the present Agreement shall continue in full force and effect until:

- (a) The Union commences a lawful strike; or
- (b) The Corporation commences a lawful lock-out; or
- (c) The Corporation and the Union enter into a new or amended Agreement, whichever occurs soonest.

The operation of Subsections (2) and (3) of Section 50 of the Labour Relations Code shall be excluded from **and shall** not be applicable to this Agreement.

ARTICLE 2: MANAGEMENT RIGHTS

2.1: Management

The management of the Corporation and staff, except **as** expressly limited by this Agreement, is reserved to and vested exclusively in the Corporation.

2.2: Contracting

There shall be no limitation of the Corporation's sole rights to contract outside the **bargaining** unit for work, services or materials providing that no employee shall be laid off as a direct and immediate result thereof.

ARTICLE 3: BARGAINING AGENCY

3.1: Employer

The Corporation **is** an employer within the meaning of the Labour Relations Code.

3.2: Exclusions

The Corporation recognizes the **Union as** the sole collective bargaining agency of the employees of the Corporation except the classifications of:

Airport Manager	Human Resources Clerk
Arts and Heritage Supervisor	Human Resources Officer
Assistant Director of Engineering, Transportation & Planning	Manager, Clerical Services
Assistant to the Municipal Clerk	Manager, Community Recreation Services
Assistant Parks Manager	Manager - Economic Development
Assistant Superintendent	Manager, Engineering Operations
Chief Fire Prevention Officer	Manager of Human Resources
Chief Inspector	Manager of Licenses & Permits
Chief Training Officer - Fire Services	Manager, Parks Design and Development
Community Planner	Manager - Parks Operations
Community Program Supervisor	Manager, Property Services
Corporate Information Services Manager	Manager, Purchasing Services
Deputy Administrator	Manager, Support Services
Deputy Chief Inspector	Material Control Supervisor
Deputy Director of Community Development	Municipal Administrator
Deputy Director of Engineering	Municipal Clerk
Deputy Fire Chief	Municipal Collector
Deputy Municipal Clerk	Office Manager - Engineering
Deputy Treasurer	Project Engineer
Development Engineer	Recreation Coordinator
Director of Administration	Research & Planning Engineer
Director - Planning & Development	Senior Human Resources Officer
Director of Community Services	Senior Planner - Development Planning
Director - Engineering	Senior Planner - Long Range Planning
Director - Finance	Special Projects Engineer
Director of Parks and Recreation	Subdivision Coordinator
District Fire Chiefs	Superintendent
Drafting & Survey Supervisor	Supervisor - Building Inspection
Environmental Manager	Supervisor - RCMP Civilian Operations
Equipment Supervisor	Systems Engineer
Executive Assistant	Transportation Engineer
Executive Confidential Secretary	Utilities Engineer
Fire Chief	Victim Witness Coordinator
Human Resources Assistant	

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.

3.3: Agreement in Conflict

No employee covered by this Agreement shall be required or permitted to make any written or verbal agreement with the Corporation or its representative which may conflict with the terms of this Collective Agreement.

ARTICLE 4: UNION SECURITY

4.1: Membership

All present employees who are now members of the Union shall remain members of the Union. All employees employed on or **after** the effective date of this agreement shall apply to the Union to become members thereof by the pay period immediately following completion of thirty (30) working days of employment.

All present employees who are now members of the Union and those employees who subsequently become members of the Union shall remain members of the Union **as** a condition of employment provided that no employee shall be deprived of employment by reason **of** loss of membership in Union for reasons other than failure to pay the regular Union dues that all other members of the Union are required to pay to the Union; nor shall any employee be deprived of employment by reason of the refusal of the Union to admit such employee to membership in the Union.

4.2: Dues and General Assessments

All employees covered by Article 4, Section 1, shall pay a monthly fee to the Union equal to the Union's monthly dues and/or general assessments; such payment to be made by payroll deduction, provided that such deductions are authorized in writing by the employee. **This** deduction shall become effective on the first payday **of** the month coincident with or next payday following the completion of thirty (30) working days of employment. Deductions shall be made in respect of all subsequent months provided an employee works any part of the month.

4.3: Checkoff

The Corporation agrees to remit the deductions and/or general assessments made under Article 4, Section 2, to the Union each month, together with a list of the names of the employees from whom such deductions were made.

4.4: Union Dues Receipt

At the same time that Income **Tax** (T4) forms are made available, the Corporation shall indicate on the Income **Tax** (T4) forms the amount of Union dues, or general assessments paid by each Union member in the previous year.

4.5: Indemnification Notification

The Union agrees to **notify** the Corporation in writing of any revision of the current monthly Union dues and/or general assessments. The Union further agrees to **indemnify** the Corporation with regard to the check **off**, collection and remittance of dues and/or general assessments to the Union.

4.6: Status Change

The Corporation agrees to notify the Union in writing when an employee is hired. The Corporation agrees to notify the Union in writing when **a** regular employee is laid **off**, promoted, demoted, transferred, recalled, suspended, retired or terminated for just cause or resigns.

ARTICLE 5: EMPLOYMENT CATEGORIES

5.1: Definitions

- (a) A Regular Full-Time Employee is an employee who **is** employed on a regular full-time basis of 35, 37.5, 40 or such other number of weekly hours as is recognized in the Collective Agreement **as** normal hours for a particular class of positions and is employed for an indefinite period of time.
- (b) A Regular Part-Time Employee **is** an employee who is employed on a regular schedule of twenty **(20)** hours or more per week averaged over the year and **is** employed for **an** indefinite period of time.
- (c) A Temporary Full-Time Employee **is** an employee who is employed on a full-time basis for a definite and limited period of time (which may be extended or cut short by circumstances which could not be foreseen at the time of hiring).
- (d) Incentive **Program** Employees shall be defined **as** those employees hired under Federal/Provincial Incentive Programs and who are employed on a special project basis of limited duration.
- (e) **An Auxiliary** Employee is any other employee.

5.2: Status

Incentive Program Employees shall not be subject to the terms and conditions of the Collective Agreement beyond those entitled by Statute.

ARTICLE 6: WAGES. SALARIES AND PREMIUMS

6.1: Wage Schedule

Effective on the dates shown the rates of pay shall be **as** outlined in the attached Schedule "A", "B", "C" and "D", which form **part** of this Agreement.

6.2: Pay Days

The Corporation shall pay salaries and wages bi-weekly on a Thursday in accordance with Schedules "A", "B", "C" and "D" attached hereto and forming part of this Agreement. On each pay day, each employee shall be provided with **an** itemized statement of their wages and deductions.

6.3: Derivation of Bi-Weekly Rates for Salaried Employees

The hourly rates set forth in Schedule "A" shall be the basis for the application of any general **salary** increases.

The formula for converting the monthly salaries to hourly and bi-weekly rates is as follows:

$$\frac{\text{Monthly Rate} \times 12}{26,089 \times \text{bi-weekly hours}} = \text{hourly rate (taken to 2 decimal places)}$$

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

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

6.4: Equal Pay

The principle of equal pay for equal work shall apply, regardless of gender.

6.5: Trailer Premium

- (a) When an employee operates a truck with a trailer attached, such employee shall receive a bonus equal to thirty cents (30¢) per hour for the period the employee is in charge of such combination with a minimum of four **(4)** hours per shift. For the purposes of this section, a trailer **is** defined as one with a load factor in excess of six **(6)** tons in service.
- (b) Notwithstanding (a) above, when an employee who possesses a Class 1 Driver's License with Air Endorsement is required to operate a large tandem axle dump truck (gross

vehicle weight of 25,459 kg or over) in combination with the tandem axle dump body trailer (gross weight of 17,000 kg or over), the employee shall receive a premium payment of sixty-four cents (64¢) per hour for the hours so worked.

6.6: Meal Premium

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 eight dollars (\$8.00) upon presentation of receipt.

6.7: Dirty or Hazard Pay

Time and one-half (~~1½X~~) shall be paid for work certified by the immediate superior to be of ~~an~~ extremely dirty or hazardous nature. Such certification is to be subject to final approval by the Public Works or Utilities Superintendent ~~as~~ appropriate.

6.8: First Aid Premium for Designated Holders of WCB Occupational Health & Safety First Aid Certificates

- (a) Employees who are required by the Corporation to perform first aid duties in addition to their normal duties and who hold a valid Workers' Compensation Board Occupational Health and Safety First Aid Certificate shall be paid a premium ~~as~~ follows:

<u>Certificate</u>	<u>Full-Time Employees</u>	<u>Regular Part-Time</u>
OFA II	\$85 per month	55¢ per hour

Note: Current employees who are required to hold a valid Industrial First Aid Certificate shall continue to receive the compensation set out under the 1991-93 Collective Agreement until their ticket expires.

- (b) The Corporation will bear the full cost of keeping First Aid Tickets up-to-date.

6.9: Car Allowance

A car allowance of thirty-three cents (~~33¢~~) per kilometer shall be paid to employees using their private automobiles in the course of performing their duties. Effective 1997 May 26, those employees who **are high** mileage users and who are required to use their vehicle for performing their duties shall, in addition to the 33 cents per kilometre, qualify for the regular monthly mileage allowance approved by Council.

6.10: Horticulture Certification

Where the Corporation designates **an** employee to hold a Horticulture Certificate, the employee shall receive the rate of pay established **as** a Tradesman I on the understanding that designated employees may be required to carry out supervisory responsibilities when in receipt of such pay.

Note: Employees on **staff as** of 1992 August **31**, who are currently being paid **as** Tradesman I in accordance with Clause **XIV**, Section **11**, of the **1988-90** Agreement, will remain unaffected by this change.

6.11: Educational Allowance for Required Courses

The Corporation shall pay the **full** cost of any course of instruction required by the Corporation for **an** employee to become better qualified to perform their job. Full payment shall be made on commencement of the course.

6.12: Fees and Licenses

The Corporation shall pay professional/technical fees for **any** employee who **is** required by the Corporation to be a member of a professional/technical association, and license for any employee who **is** required to be licensed, other than Motor Vehicle Operator's Licenses. However, time off with pay shall be granted for medical examinations and license examinations for air ticket operators, provided the time off does not exceed a maximum of two **(2)** hours.

6.13: Savings

Regular Employees shall be entitled to have pay assignments made through payroll deductions to a Langley Credit Union, and/or Dominion of Canada Savings Bond Plan.

ARTICLE 7: HOURS OF WORK7.1: Schedule "A"

- (a) The regular hours of work of Inside Employees shall be seven (7) continuous hours of work (exclusive of lunch) occurring between the hours of **6:30** a.m. and **9:00** p.m., Monday through Saturday inclusive, with **one** (1) hour for lunch at, or **as** near as possible to, the middle of the employee's hours of work. Except for those employees hired after the date of ratification, the hours of work for inside employees (Schedule "A") will be assigned by the Corporation only with the consent of the employee.
- (b) Unless specifically assigned or modified by the Corporation as per (a) above, the hours of work of Inside Employees shall be seven (7) continuous hours of work occurring between

8:30 a.m. to 4:30 p.m. Monday through Friday, inclusive, with one (1) hour for lunch between 12:00 noon and 2:00 p.m.

- (c) Except for emergencies, where the Corporation reassigns hours of work pursuant to (a) above and such reassignment is for five **(5) shifts** or less, the employee shall be given seven (7) calendar days notice of such change. For changes of a longer duration, the employee shall be given thirty calendar (30) days notice., Changes may be implemented earlier with the consent of the employee.
- (d) The Employer agrees to notify all new employees hired within Schedule "A" of this Agreement of the possibility of modifications of work weeks, **shifts**, or start times **as** per (a) of this Article.

7.2: Schedule "B"

The hours of work of Outside Employees shall begin at 8:00 a.m. and shall end at 4:30 p.m., Monday through Friday, inclusive, with one-half (½) hour for lunch from 12:00 noon to 12:30 p.m. or **as** near as possible.

7.3: Rest Periods

One rest period of fifteen **(15)** consecutive minutes in both the morning and afternoon **as** near **as** practical to 10:00 a.m. and 3:00 p.m. (2:30 for Outside Division) shall be allowed.

The rest period of employees whose hours of work are modified under Article 7, Section 1, shall be adjusted to correspond to the modifications of the employee's hours of work.

7.4: Special Shift

A special shift may include Saturdays; however, no employee will be required to work more than five **(5)** days in a seven (7) day period without the payment of overtime rates, and further provided that any employee on special **shift** shall be entitled to two **(2)** consecutive days **off**, one of which will be Sunday.

7.5: Other Shift Arrangements

Other classifications, **work** areas and locations who work non-standard hours or non-standard work weeks, for purposes of information are set out in Schedule "C" of this Agreement.

7.6: Daily Guarantee

- (a) Subject to the provisions of subsection (b) and (c), an employee reporting for a scheduled **shift** on the call of the Employer shall receive the employee's regular hourly rate of pay for the entire period spent at the place of work, with a minimum of two **(2)** hours' pay at the

regular hourly rate, **or**, subject to the provisions of (b) and (c), where the employee commences work on a scheduled **shift**, a minimum of four **(4)** hours' pay at the regular hourly rate.

(b) Subject to (c), school students (those who attend a recognized educational institution in B.C.) and employees employed **as Auxiliary** Employees under Schedule 'D', who commence **work** on a scheduled **shift** shall receive the amount of pay equivalent to **the** time spent performing the work.

(c) In any case where an employee

(i) reports **for** a regular shift but **refuses** to commence **work**, or

(ii) commences work but **refuses** to continue working

the employee shall not be entitled to receive the *minimum* payments set forth **in** subsections (a) and (b).

ARTICLE 8: **OVERTIME**. CALLOUT, STANDBY

8.1: Overtime

Overtime work authorized by the Corporation shall be paid to all employees **for** all work performed outside of regular hours at the rates of

(a) Time and one-half for all overtime worked outside of normal working hours on regularly scheduled days of work up to two **(2)** hours.

(b) Double time shall be paid for all overtime worked in excess of two **(2)** hours and for the hours worked on regularly scheduled days **off**, Statutory Holidays or any other days the Corporation chooses to declare a holiday.

(c) Regular normal working hours are defined **as** those hours occurring during **an** employees scheduled work period as established by the Corporation.

(d) Overtime **for** Temporary, Auxiliary **and** Incentive employees is provided **for in** Schedule "F".

8.2: Overtime Payment

Effective 1997 May 26, 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 Director. Overtime which is not used by the end of each calendar year shall be paid out during the first pay period in the year following at the rate prevailing as of December 30th of the year in which the overtime was worked.

8.3: Callout

- (a) The Corporation agrees to pay employees a minimum of three (3) hours' callout pay at double time (2X) when they are called back to work after completing their regular work period or shift. The three (3) hour minimum includes the time travelling to and from home to work.
- (b) Where an employee completes the callout work and is called back again prior to the expiry of the three (3) hour period, such additional calls shall not attract ~~an~~ additional three (3) hour **minimum**.
- (c) Where an employee is called out within three (3) hours of their normal start time, the employee shall be paid at double time (2X) until the commencement of their normal working hours at which time the straight-time rate shall apply.
- (d) Callout does not apply where overtime has been pre-scheduled nor where an employee is at work prior to their normal start time and is requested to commence work early. In such cases, normal overtime rates shall apply.

8.4: Standby

Effective 1997 May 26:

Any employee of the Corporation required to stand by shall be paid sixteen dollars (\$16.00) (seventeen dollars (\$17.00) effective 1998 January 01) per eight (8) hour shift for those days in which the employee **is** required to do so. Those employees required to stand by on a statutory holiday shall be paid thirty-two dollars (\$32.00) (thirty-four dollars (\$34.00) effective 1998 January 01) per **shift**.

ARTICLE 9: EMPLOYEE BENEFITS

The Corporation shall arrange coverage for the following health and welfare plans:

9.1: Medical Services Plan

Effective the **first** of the month following one (1) month of continuous service, Regular Full-Time Employees and Regular Part-Time Employees who opted for benefits in accordance with Article 9, Section 5(b), shall be entitled to enroll in the Medical Services Plan of British Columbia.

9.2: Extended Health

- (a) Effective the **first** of the month following three (3) months of continuous service, Regular Full-Time Employees and Regular Part-Time Employees who opted for benefits in accordance with Section 9.5(b), shall be entitled to enrol in the Extended Health Care Plan.
- (b) **Vision Care** - Eligible employees shall be entitled to eyeglass coverage under the Extended Health Plan which provides for the maximum coverage of \$150 per person payable **in** a twenty-four (24) month period towards the purchase of prescribed eyeglasses or contact lenses per registered employee or dependent.
- (c) In accordance with the Plan, there shall be, among other benefits, coverage for hearing aids, orthopedic shoes, diabetic equipment and supplies, and ostomy supplies. The EHB lifetime maximum coverage under this Plan **will** be \$500,000 per person.

9.3: Dental

Effective the first of the month following **six** (6) months of continuous service, Regular Full-Time Employees and Regular Part-Time Employees who opted **for** benefits in accordance with Article 9, Section 5(b), shall be entitled to enrol in **a** Dental Plan **as** follows:

- Plan A: Basic Dental Services paying for eighty percent (80%) of the approved Schedule of Fees.
- Plan B: Restorative dental services paying **for** fifty percent (50%) of the approved Schedule of Fees.
- Plan C:** Orthodontics paying for fifty percent (50%) of the approved Schedule of Fees to a lifetime maximum of \$1500 for employees and dependents.

9.4: Group Life

Effective the first of the month following one (1) month of continuous service, Regular Full-Time Employees and Regular Part-Time Employees who have opted for benefits in accordance with Article 9, Section 5(b), shall be entitled to enrol in the Group Life Insurance Plan which shall include a death benefit of one (1) times the employee's annual salary, rounded to the nearest \$1,000.

9.5: Premiums

The Corporation shall pay seventy percent (70%) of the premiums for Medical, Extended Health and Dental, and the employees shall pay thirty percent (30%) of the premiums. Effective 1997 September 01, the Corporation shall pay seventy-five percent (75%) of the premiums for Medical, Extended Health and Dental, and the employees shall pay twenty-five percent (25%) of the premiums. The Corporation shall pay one hundred percent (100%) of the premiums for Group Life. Employees' contributions shall be made by monthly payroll deductions.

9.6: Benefits and % in Lieu - Regular Part-Time, Auxiliary, Temporary and Incentive Employees

- (a) Auxiliary, Temporary and Incentive Employees shall receive twelve percent (12%) of their base rate of pay in lieu of all benefits, including vacation and general holidays provided by the Collective Agreement and Statute. Such payment to be made on a continuing basis and included within their normal bi-weekly pay cheque.
- (b) Employees within the definition of "Regular Part-Time Employees" as set out in Article 5, Section 1(b), shall have the option of either receiving twelve percent (~~12%~~) of their base rate of pay in lieu of all benefits or receive all benefits with Sick Leave, Annual Vacation, and Statutory Holiday benefits prorated to the actual number of hours worked per month.
- (c) Temporary Full-Time Employees, having attained twelve (12) continuous months of service, shall be entitled to a one time option of continuing to receive the percentage in lieu of benefits or electing to receive Medical, Extended Health, Group Life, Dental, Sick Leave and have access to Vacation, Vacation Pay, Statutory Holidays and Leaves of Absence under the Collective Agreement.

9.7: Same Sex Coverage

Employees who are on benefits and who cohabit with a person of the same sex, and who promote such person as a "spouse" (partner), and who have done so for a period of not less than twelve (12) months, **will** be eligible to have the person covered **as** a spouse **for** purposes of Medical, Extended Health, and Dental benefits.

9.8: Sick Leave

Employees shall be granted sick leave with pay of one and one-half (1½) days per month with **any** unused portions accruing in future years to a maximum of one hundred and **twenty** (120) days, subject to the application hereinafter expressed.

- (a) Sick leave accumulated during the previous year shall be credited on **January** 1st of each calendar year.

- (b) Where **an** employee has completed one (1) month of service, but less than one (1) year of service, by December 31st **of** the calendar year in which the employee commenced employment with the Corporation, the employee shall earn sick leave at the rate of one and one-half (1%) days for each month of employment retroactive to the commencement of employment with the Corporation. The accumulation would, **as** at December 31st of the then calendar year, be less any sick leave used during the period between completion of one (1) month **of** service and December 31st.
 - (c) **During** the second and **all** subsequent calendar years of service, the employee shall receive **an** annual credit of eighteen (18) working days, nine (9) of which shall be advanced on January 01 of each year and **nine (9)** advanced on July 01. Such sick leave credits shall be earned on the basis of one and one-half (1.5) days per month of service. In the event the employee uses the advanced days and then terminates employment with the Corporation prior to December 31st, then the sick leave shall be prorated for the period worked and the final pay cheque adjusted accordingly.
 - (d) 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 UIC rebates, only those employees who have more than twelve (12) days' sick leave credits are entitled to use sick leave for family illness.
- (e) Notwithstanding the foregoing sections, the Council may at its own discretion grant further periods of sick leave in special circumstances.
 - (f) The Corporation may require proof of illness prior to awarding payment for sick leave for all leave requests beyond any one day in a given calendar year.
 - (g) Effective 1997 May 26, employees who are sick and unable to report for work shall notify their supervisor, or other designated person, by telephone no later than thirty (30) minutes prior to the commencement of the **shift**. Telecom Operators shall **notify** the designated person at the R.C.M.P. Detachment at least four (4) hours before the work **shift** commences.
 - (h) 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 and the nature of the illness.

9.9: Extended Sick Leave

If required to replenish the Sick ~~Bank~~ a deduction of one (1) day's Sick Leave shall be made from each employee's Sick Leave Credit with credit so deducted being transferred to the general credit of members of the bargaining unit to be applied under circumstances of necessity and required extended sick leave beyond an individual employee's entitlement. Such extensions to be accorded only under circumstances of ~~an~~ employee having exhausted their sick leave entitlement, U.I.C. disability benefits and with a maximum limitation of ~~sixty~~ (60) working days' extension per employee ~~as~~ approved by the Corporation.

The general credit of sick leave shall at no time exceed one hundred and seventy-five (175) days. The general credit shall ~~be~~ maintained within this limit by ~~mutual~~ agreement between the Corporation and the Union ~~as~~ to necessary and required future deductions over the duration of this Agreement.

9.10: Sick Leave Reimbursement

~~An~~ employee who has received paid sick leave or paid extended sick leave for injuries caused by a third party shall be obliged in the event such employee undertakes an action or makes ~~a~~ claim for recovery of damages against the third party, to seek recovery ~~of~~ the cost of continuation of wages and benefits, and shall be obliged to reimburse the Corporation to the extent the employee succeeds in recovering lost wages and benefits less the proportionate cost of legal fees. The Corporation shall reimburse the sick leave and/or extended leave bank the amount of money paid out of sick leave on the employee's behalf in proportion ~~to~~ the total amount ~~of~~ money recovered. Without limiting the foregoing, ~~this~~ provision includes actions or claims made to ICBC.

9.11: Retirement and Sick Leave Payout

- (a) Employees who retire from service with the Corporation under Article 9, Section 13, shall be paid an amount equivalent to the accumulated sick leave to their credit (to a maximum of seventy-five (75) days), multiplied by the daily rate of pay at retirement.
- (b) Employees who retire from service with the Corporation, under Municipal Superannuation, at less than age sixty-five (65), shall receive an amount equivalent to the accumulated sick leave to their credit (to a maximum of seventy-five **(75)** days), multiplied by the daily rate of pay at retirement. Such payment shall be factored by the percentage of full pension awarded by the Municipal Superannuation Commission.

9.12: Death Benefit

Monies equivalent to the accumulated sick leave at the time of death shall be paid to the estate of an employee dying in service to the Corporation.

9.13: Retirement

All employees shall retire at the end of the calendar year in which they reach their sixty-fifth (65th) birthday.

9.14: Pension

All Regular Employees shall be eligible to participate in the plan under the terms of the Pension (Municipal) Act of British Columbia.

ARTICLE 10: VACATIONS AND HOLIDAYS10.1: Vacations

Paid annual vacations for **all Full-Time** Employees covered by this Agreement shall be **as** follows:

- (a) Employees, during the first (1st) calendar year of service, shall accumulate one (1) working day for each completed month of employment or major fraction thereof, to a maximum of ten (10) working days, at the employee's regular rate **of** pay or four percent **(4%)** of the employee's annual gross earnings, whichever **is** greater.
- (b) During the second (2nd) and to and including the seventh (7th) calendar year, fifteen (15) working days,
- (c) During the eighth (8th) and to and including the fifteenth (15th) calendar year, twenty **(20)** working days.
- (d) During the sixteenth (16th) and to and including the twenty-second (22nd) calendar year, twenty-five (25) working days.
- (e) During the twenty-third (23rd) calendar year and **all** subsequent years of service, thirty (30) working days.

10.2: Vacation Upon Termination

Except as provided in Article 10, Section 3, employees who leave the service **after** the completion of twelve (12) consecutive months **of** employment shall receive vacation for the calendar year **in** which termination occurs on the basis of one-twelfth ($\frac{1}{12}$ th) of their vacation entitlement for that year for each month or portion **of** a month greater than one-half ($\frac{1}{2}$) worked to date of termination.

Employees leaving employment in less than twelve (12) months from the date **of** commencing employment shall be granted vacation pay in accordance with the "Employment Standards Act".

10.3: Vacation in Year of Retirement

Employees retiring at age sixty-five (65), or **as** per Municipal Superannuation medical disability criteria, holding a seniority date prior to 1958 shall receive **full** vacation payout for the calendar year of their retirement date.

10.4: Scheduling of Vacation

On or before January 31st of each calendar year, employees shall submit their requests for annual vacations and on or before February 28th of each calendar year, the Corporation shall approve the scheduling of **annual** vacations for employees.

In the event that two (2) or more employees from within the same Department submit an application for the same time period, seniority **will** be the **determining** factor.

10.5: Use of Vacation Entitlement

Not more than fifteen (15) days' vacation may be taken at one time. Exceptions may be considered by the Corporation upon advance written application by the employee if there is a good reason.

10.6: Advanced Vacation Payment

Employee's pay for annual holidays to which the employee **is** entitled shall be paid in one (1) payment to the employee at least one (1) day before the beginning of the employee's **annual** holiday, provided a written request for advance pay has been made to the Payroll Department one (1) week in advance of **such** holiday. Where **an** employee **has mutually** agreed with the Department Head to take their annual holiday entitlement in one unbroken holiday period or any combination **of five (5)** consecutive working days, payment for the employee's annual holidays shall be in accordance with this section.

10.7: Interrupted Vacation

Where **an** employee **qualifies** for bereavement, or other approved leave during their period of vacation, there shall be no deduction **from** vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date.

10.8: Illness During Vacation

In the event of sickness occurring while **an** employee **is** on annual vacation, the employee shall be granted extra days to compensate for such sick time; provided that a medical certificate is supplied when the employee returns **to work**. **An** employee shall **also** be required to notify the Department Head by telephone when sickness occurs during their annual vacation.

10.9: Overpayment Adjustment

In all cases of termination of service for any reason other than retirement on superannuation **or** on attaining maximum retirement age or death in service, adjustments will be made for any overpayment of vacations.

10.10: Close Down for Vacations

Effective 1997 May 26, if the Corporation wishes to close down its Public Works operations, which includes the Engineering and Parks & Recreation operations, to provide for outside staff annual vacations, it shall give thirty (30) days' notice of such intention.

ARTICLE 11: STATUTORY HOLIDAYS11.1: Statutory Holiday Entitlement

All employees covered by this Agreement shall be **paid** at the regular rate of pay for the following Statutory Holidays: New Year's Day, Good Friday, Easter Monday, the day proclaimed by the Government of Canada for the celebration of the Queen's Birthday, Canada Day, B.C. Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and any other day proclaimed by the Federal or Provincial Government or appointed by the Council to be **a** Civic Holiday.

11.2: Statutory Holidays During Vacations

Where Statutory Holidays or Public Holidays declared by the Council **of** the Corporation occur while an employee is on **annual** holiday, or Saturday or Sunday, extra days in lieu of such holidays shall be granted. Such extra days are to be at the weekend.

11.3: Statutory Holiday Pay

Where an employee is required to work on a Statutory Holiday, such employee shall be compensated by the payment of double time for the hours worked, exclusive of any regular statutory holiday pay to which the employee may be entitled by the provisions of this Agreement.

ARTICLE 12: LEAVES OF ABSENCE12.1: Application for Leaves of Absence

- (a) Employees desiring a leave of absence with or without pay shall submit **an** application, in writing where possible, for such leave to the Administrator who shall make the decision

based on the circumstances and merits of each application. The decision of the Administrator shall be final and binding.

(b) Extended Benefit Coverage

Where **an** employee(s) has been granted an extended leave of absence by the Corporation and has made arrangements to pay their share of the medical and dental premiums, the Corporation shall make arrangements to continue coverage for the period of the leave.

12.2: Bereavement

It is agreed that employees shall be given three (3) days' leave of absence with pay in the event of a death in the immediate family. For the purposes of this section "Immediate Family" shall include: father, father-in-law, mother, mother-in-law, brother, sister, grandparent and grandchild. In the case of a death of **a** husband, wife, spouse (which **also** includes common-law spouse **as** defined in Article 9.7) or child, the employee shall be given five (5) days' leave of absence with **pay**.

12.3: Jury or Court Duty

- (a) The Corporation shall grant paid leave to employees for days **on** which the employee was otherwise scheduled to work, who serve **as** jurors or subpoenaed witnesses in a court action.
- (b) In cases where an employee's private affairs have occasioned a court appearance, such leave to attend at court shall be without pay.
- (c) **An** employee in receipt of regular earnings while serving at court shall remit to the Corporation all monies paid to such employee by the court, except travelling and meal allowance not reimbursed by the Corporation.
- (d) Time spent at court by an employee in their official capacity shall be at the employee's regular rate of pay.
- (e) Court actions arising from employment, requiring attendance at court, shall be with pay.
- (f) In the event an accused employee is jailed pending a court ruling, such leave of absence shall be without pay.
- (g) For the above leaves, the employee shall advise their non-bargaining unit Supervisor as soon as the employee is aware that such leave is required.

- (h) The employee shall report for work immediately if excused from jury duty or from appearing **as a** witness for the day, provided there are more than two **(2)** hours of work left in the work day.

12.4: Maternity and Parental Leave

(a) Length of Leave

Birth Mother

A pregnant employee shall be entitled to up to eighteen **(18)** consecutive weeks of maternity leave and up to twelve **(12)** consecutive weeks of parental leave, **all** without pay. The parental leave must immediately follow the maternity leave.

In the event the birth mother dies or **is** totally disabled, an employee who is the father of the child shall be entitled to both maternity and parental leave without **pay**.

Birth Father and Adoptive Parent

An employee who is the birth father, the adoptive father or the adoptive mother shall be entitled to up to twelve **(12)** consecutive weeks of parental leave without pay. The employee shall take the leave within fifty-two **(52)** weeks **of** the child's birth or date the child comes within the care and custody of the employee.

Extensions - Special Circumstances

An employee shall be entitled to extend the maternity leave by up to **an** additional **six (6)** consecutive weeks' leave without pay where a physician certifies the employee **as** unable to return to work for medical reasons related to the birth.

An employee shall be entitled to extend the parental leave by up to an additional five **(5)** consecutive weeks' leave without pay where the child is at least **six (6)** months of age before coming into the employee's care and custody and the child is certified **as** suffering from a physical, psychological or emotional condition.

Provided however, that in no case **shall** the combined maternity and parental leave exceed thirty-two **(32)** consecutive weeks following the commencement of the leave.

(b) Notice Requirements and Commencement of Leave

- (1) **An** employee who requests parental leave for the adoption or caring of **a** child shall be required to provide proof of adoption or birth of the child.

- (2) **An** employee shall provide written notice, at least four **(4)** weeks in advance, of the intended commencement date of the maternity and/or parental leave. (In the case of adoption of a child, the employee shall provide **as** much notice **as** possible.)
- (3) The Corporation may require a pregnant employee to commence maternity leave where the duties **of** the employee cannot reasonably be performed because **of** the pregnancy. In such cases the employee's previously scheduled leave period **will** not be affected.
- (4) **An** employee on maternity leave or parental leave shall provide four **(4)** weeks' notice prior to the date of intention to return to work.
- (5) **An** employee who wishes to return to work within ~~six~~ **(6)** weeks following the actual date of the birth may be required to provide a certificate **from** a medical practitioner stating the employee **is** able to return to work.
- (6) Where a pregnant employee gives **birth** before requesting maternity leave or before commencing maternity leave, the maternity leave **will** be deemed to have started on the date the employee gave birth.

(c) Return to Work

On resuming employment an employee shall be reinstated in their previous or a comparable position and for the purposes of pay increments and benefits, referenced in (e) herein, and vacation entitlement (but not for statutory holidays or sick leave) maternity and parental leave shall be counted **as** service. Vacation pay shall be prorated in accordance with the duration of the leave and an employee may elect not to take that portion of vacation which **is** unpaid.

(d) Sick Leave

- (1) **An** employee on maternity leave or parental leave shall not be entitled to sick leave during the period of leave.
- (2) Subject to paragraph (d)(1), an employee on maternity leave or parental leave who has notified their Department Head of their intention to return to work pursuant to paragraph (b)(5) and who subsequently suffers any illness or disability which prevents such employee from returning to work as scheduled, whether or not such illness or disability is related to pregnancy, shall be entitled to sick leave benefits commencing on the first day on which such employee would otherwise have returned to work.

(e) Benefits

- (1) MSP, Dental, EHB, and Life Insurance benefits shall continue uninterrupted during the period of time the employee is on maternity and/or parental leave provided that the employee makes arrangements prior to commencing the leave to pay their share of the benefit premiums for that period where the premiums are cost-shared. Where an employee makes arrangements to continue benefits coverage all benefits named in this paragraph shall continue.
- (2) Pension contributions will cease during the period of the leave unless the employee makes arrangements prior to commencing the leave to pay the contributions pursuant to the provisions of the Pension (Municipal) **Act**.

12.5: Local Union Business

Time ~~off~~ shall be granted to Official Representatives of the Union upon application to and permission of the Department Head in each specific case when it becomes necessary to transact business within Langley in connection with matters ~~affecting~~ the members ~~of~~ the Union, provided that it does not interfere with the operation of the Corporation.

12.6: Other Union Business

Employees wishing to obtain time off to transact Official Union Business outside of Langley shall obtain special permission from the Municipal Administrator.

12.7: Negotiations

Effective 1997 May 26:

- (a) The ~~Union~~ shall appoint five **(5)** representatives to their bargaining committee, however only three **(3)** official representatives shall have the privilege of attending meetings without loss of remuneration for the purpose of negotiating a revision or renewal of this agreement.
- (b) Official representatives of the Union may also be granted time off when discussing a grievance or other matter contained in this Agreement with representatives of the Corporation.

12.8: Meetings and Banking

It is agreed and understood that Union meetings will not be held during regular working hours; however, the Corporation agrees to allow the Secretary or Treasurer of the Union time off during working hours to complete financial transactions with the ~~Bank~~.

12.9: No Union Business During Working Hours

The Union agrees that none of its members shall transact any of its business during working hours, except the Union President and Secretary, or their representative, who may from time to time meet with the Administrator to transact business relating to personnel and the Collective Agreement, and with the exception of Article 12, Sections 8 and 9 above. For the purpose of this clause, the Corporation agrees that any Officer or members of the Union who may be requested by the Corporation to be in attendance at any such meeting shall do so without loss of salary, wages or other benefits.

12.10: Union Leave

The Corporation agrees that any employee who is elected or appointed to a full-time position with the Local Union, the Canadian Union of Public Employees or the B.C. Federation Labour shall be granted leave of absence without pay for a period for a period of one (1) year and shall be entitled to maintain their existing seniority while on such approved leave of absence. Such leave may be extended each year by mutual agreement of the Corporation and the Union. Upon the expiry of the leave of absence, such an employee shall, in the first instance, be entitled to return to a vacant position in the same classification and, where no vacancy exists, to their own position.

ARTICLE 13: PROMOTIONS

13.1: Job Postings

Where the Corporation 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 five (5) working days in the Corporation's offices, shops and all bulletin boards in order that all members will know about the position and be able to make written application thereto.

When the Corporation 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 Corporation and the Union that should the necessity arise, the vacancy or new position may be filled by a temporary employee for a period, effective 1992 August 31, not exceeding forty (40) working days, provided that an extension of time may be granted by mutual agreement of the Corporation and the Union.

Temporary positions which exceed sixty (60) 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.

13.2: Information on Postings

Effective 1997 May 26, postings ~~will~~ be numbered and such notices shall contain the following information: nature of position, qualifications, required knowledge and education, ~~skills~~, shift, wage ~~or~~ salary rate or range. Such qualifications may not be established in an arbitrary or discriminatory manner and ~~will~~ reflect the current requirements of the job. ~~This~~ will not allow the Employer to develop a job posting for the purpose of including ~~or~~ excluding a specific applicant.

13.3: Advertising

Such notice shall be posted after notification of ~~a~~ position becoming vacant.

13.4: Recognition of Seniority

Both the Corporation and the Union recognize the principle of promotion within ~~the~~ service of the Corporation, and that job opportunity should increase in proportion to length of service.

13.5: Method of Making Appointments

In making staff changes, transfers or promotions, appointment shall be made of the applicant with the required knowledge, ability and skills, and where two (2) or more applicants are equally capable of fulfilling the duties of the position, seniority of years of service with the employer shall be the determining factor. The employees shall retain the right of appeal under the grievance procedure contained in this Agreement.

13.6: Trial Period

If the successful applicant ~~is~~ hired from within the bargaining unit the employee shall be placed on trial for a period not exceeding seventy-five (75) working days. Conditional on satisfactory service, such trial promotion shall become permanent after the period of seventy-five (75) working days. ~~In~~ the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, in the opinion of the non-bargaining unit Supervisor, the employee ~~shall~~ be returned to their former position without loss of seniority and wage or salary attributed to the former position. Any other employee promoted or transferred because of the re-arrangement ~~of~~ positions shall also be returned to their former position without loss of seniority, wages ~~or~~ salary attributed to the former position.

ARTICLE 14: SENIORITY**14.1: Probation Period**

Employees engaged to fill a regular position, whether full or part-time, shall be considered on a probationary basis for a period of 120 working days. During this period, the competence and

suitability of the employee for a regular position shall be determined. Such an employee may be terminated at any time during the probationary period without notice if the Corporation does not **find** the employee suitable for regular employment. .

Notwithstanding provisions contained in this section, Regular Part-Time Employees shall be required to put in equivalent hours of a Regular Full-Time Employee with respect to the completion of a probationary period leading to seniority status.

The rights and obligations secured under this Agreement shall not be extended to employees engaged on a probationary basis as identified within Article 14, Section 1.

14.2: Definition

Seniority **is** defined **as** the continuous length of **service** in the bargaining unit, and/or with the Corporation **as a** Regular Full-Time or Regular Part-Time Employee. There shall be two **(2)** Divisions, an Inside Division and an Outside Division, containing those job titles which are listed and appended **as salary and** wage schedules to the Agreement. Present seniority shall be carried by each employee to the Division.

14.3: Calculation

Seniority shall be established on the basis of a regular employee's continuous service with the Corporation, calculated from the date upon which the employee commenced employment with the Corporation. In the case of Regular Part-Time Employees, seniority shall be calculated on the accumulated hours worked.

When a position **is** increased in hours to less than full-time hours, it shall not become a new position; and when a part-time position is so increased in hours the incumbent shall accept the position as to the total hours, or the job shall be posted.

14.4: Backdating Service

It is understood that if an Auxiliary, Temporary Employee, or Incentive Program Employee **is** selected for a full-time position during or at the completion of employment and successfully completes the probationary period identified in Article 14, that employee shall have seniority rights recognized retroactive to the last original date of hire.

Such seniority shall be accumulative based on straight-time hours of work.

14.5: Auxiliary and Temporary Full-Time Employees - Seniority

Temporary Full-Time Employees and Auxiliary Employees shall be entitled to seniority after the completion of fifteen hundred (1500) straight time hours worked in two (2) consecutive calendar years and such service shall be backdated to the last date of hire. Such seniority shall only be used

to distinguish between two (2) or more candidates who are equally qualified when competing for a regular full-time or regular part-time position posted in accordance with Article 13, Section 5.

Temporary Full-Time Employees and Auxiliary Employees who are rehired within one (1) year following their last assignment shall have any accumulated seniority or hours worked towards seniority status reinstated. Temporary Full-Time Employees and Auxiliary Employees rehired after one (1) year shall be treated for all purposes **as** if they were new employees.

14.6: Seniority List

The Corporation shall prepare semi-annually, **an** up-to-date Seniority List containing the employee's name and the date from which the employee's seniority is calculated for all its regular employees.

The aforementioned seniority list shall be posted by the Corporation 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 Personnel Officer during the said posting period. Thereafter, the posted list will be deemed to be valid and correct for all purposes.

14.7: Loss of Seniority

An employee shall lose seniority as a regular employee and their employment status shall cease in the following circumstances:

- (a) Discharged for proper cause and is not reinstated;
- (b) Resigns;
- (c) Absent ~~from~~ work in excess of five (5) working days without sufficient cause *or* without notifying the Corporation, unless such notice **was** not reasonably possible;
- (d) Fails to return to work within seven (7) calendar days following a layoff and after being notified by registered ~~mail~~ to do so unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Corporation informed of a current address.
- (e) Absence due to a layoff for a period equal to the employee's seniority, if the seniority of that employee **is** less than twelve (12) months.
- (f) Absence due to layoff for a period in excess of twelve (12) consecutive months if the employee's seniority **is** one (1) year or greater.

For purposes of the two preceding paragraphs, a recall of ten (10) consecutive working days or less shall not be deemed to interrupt **an** absence due to layoff

This is not intended to affect layoff and recall provisions in Article 15.

Effective 1997 May 26, except in the case of Maternity/Parental Leave, Sick Leave and approved Union Leave, an employee who is absent on unpaid leave in excess of a total of **sixty (60)** consecutive working days **or** an employee who has been suspended for twenty (20) consecutive working days or more shall have their seniority date adjusted for the period of absence.

14.8: Historic Benefits

Seniority employees shall not suffer loss of any historic benefit or condition of work that is consistent with the provisions of this Agreement.

ARTICLE 15: LAYOFF AND RECALL AND SEVERANCE PAY

15.1: Layoff and Recall

Both the Corporation and the Union recognize that job security should increase in proportion to the length of service. Therefore:

- (a) In the event of a layoff, employees shall be laid off in the reverse order of their seniority, by classification within their Division. **An** employee who is subject to lay off may exercise seniority within the employee's classification, or to a lower classification within the employee's Division, provided the employee currently possesses the required knowledge, ability and **skills**, to properly and efficiently **fulfill** all the duties, responsibilities and requirements currently inherent in the lateral or lower classification.
- (b) When exercising paragraph (a) the employee shall have five **(5)** working days in which to demonstrate that such employee can properly and satisfactorily perform the job to the satisfaction of the Corporation.
- (c) **Seniority** rights must be exercised within five **(5)** working days of notification of layoff.
- (d) Employees assuming lower classifications **as** a result of exercising seniority rights also assume the lower rates and inherent conditions.
- (e) When a less senior employee is occupying a job which cannot be immediately filled by the senior employee exercising their seniority rights, the employee with the next least seniority will be laid off.
- (f) Employees shall be recalled in the order of their seniority, providing the employees have demonstrated that they have the required knowledge, ability and skills necessary to perform the work.

- (g) **An** employee who **is** laid off and fails to return to work when given seven (7) calendar days' notification to return to work shall be deemed to have abandoned employment with the Corporation.
- (h) Contact will be made at the last known address.
- (i) No new employees will be hired until those laid off have been given an opportunity of re-employment, provided the laid off employees have demonstrated that they have the required knowledge, ability and **skills** necessary to perform the work.
- (j) The Corporation shall notify, in writing, those employees who are to be laid off five **(5)** working days before the lay off is to be effective. If the employee laid off has not had the opportunity to work five **(5)** full days after notice of lay **off**, the employee shall be paid in lieu of work for that part of five **(5)** days during which work was not made available. This provision **(j)** shall not apply because **of** temporary suspension of work due to inclement weather or mechanical breakdown.

15.2: Seniority During Layoff

A Regular Full-Time and Regular Part-Time Employee shall be credited with **seniority** during the period of a layoff providing their employment status does not cease **as** per Article 14.7(e) or (f). Such crediting shall be solely for the purposes of calculating seniority.

15.3: Severance Pay

A Full-Time Employee or Regular Part-Time Employee who has received written notice **of** lay off shall within five **(5)** calendar days, elect to:

- (a) exercise their seniority rights under Article **15**; or
- (b) accept severance pay **as** provided herein.

Upon acceptance of severance pay **all** provisions of Article 15 cease; or upon acceptance of retention of seniority rights of lay off and recall, **all** rights to severance pay under these provisions cease.

Entitlement to and severance pay for each Full-Time Employee or Regular Part-Time Employee will be **as follows**:

- (a) Three **(3)** days' pay for each calendar year of service up to and including five **(5)** calendar years of service.
- (b) Five **(5)** days' pay for each calendar year of service after **six (6)** years of service.

- (c) The maximum number of days' pay for severance will be ninety (90) days' pay.

Part-time service shall be calculated on a pro-rata basis. Salary upon which severance pay is calculated shall be based on the employee's salary at the effective date of termination.

ARTICLE 16: TEMPORARY WORKING CONDITIONS

16.1: Conditions of Transfers

In the event that the Corporation finds it necessary, from time to time, to adjust its work force to meet emergent conditions resulting in the transfer of seniority employees, the following conditions shall apply:

- (a) **An** employee transferred to a higher rated **position** shall receive the rate of pay for the higher position upon transfer; it being understood that such employee shall revert to their regular rate of pay when the employee returns to their regular duties.
- (b) When an employee has worked temporarily in a higher rated position for more than fifteen (15) consecutive working days immediately prior to an illness, vacation or statutory holiday, the employee shall receive that higher rate of pay upon illness, vacation or statutory holiday.
- (c) **An** employee transferred to a lower rated position shall maintain their normal rate of pay as established by the position from which the employee **was** transferred.
- (d) No employee affected by the temporary transfer shall suffer loss of seniority or compensation.
- (e) Work experience gained **as** a result **of** a temporary assignment will not prejudicially affect seniority provisions as applied to the regular promotional procedure established under the Agreement.
- (f) This provision shall not apply beyond twenty-five **(25)** working days' duration of temporary assignment.

In applying this Article 16, Section 1, it is understood that the temporary transfer of employees shall not be subject to the requirements of Article 13 (Promotions) and Article 18 (Classifications) of the Corporation's and the Union's Agreement.

16.2: Temporary Transfer

Regular employees who transfer to positions made available by augmenting the regular staff or by a special project of limited duration shall, upon completion of said assignment, be returned to their former position without loss of seniority and scheduled rate of pay.

16.3: Exempt Transfer

Effective 1997 May 26, no employee shall be transferred to a position outside the bargaining unit without the employee's consent unless there **is** no other employee who is qualified to perform the work, in which case the employee shall be transferred outside the scope of the bargaining unit but shall retain all rights and privileges and protections under the Collective Agreement.

ARTICLE 17: GRIEVANCE PROCEDURE

Preamble

Both the Corporation and the Union agree that expediency of the grievance procedure **is** of the utmost importance and they shall work to accomplish this.

17.1: Grievance Definition

The Corporation recognizes that Stewards may be required from time to time to investigate disputes arising ~~from~~ the interpretation, application, or operation of the Agreement. The Union recognizes that each Steward **is** employed full-time by the Corporation and that the Steward will not leave work during working hours without first receiving permission from their non-bargaining unit supervisor, which will be granted provided the employee can be spared without materially affecting the operation of the department.

17.2: Grievance Steps

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

Step 1

Within ten (10) working days of the date on which the incident giving rise to the **grievance** occurred or of the date when the employee(s) first became aware of the incident, whichever **is** later, the employee(s) shall advise their immediate non-bargaining unit supervisor of the grievance. Within ten (10) working days of receiving the grievance, the

immediate non-bargaining unit supervisor and the employee(s) shall meet to attempt to resolve the matter.

Step 2

Failing satisfactory settlement at Step 1, the Union shall, within ten (10) working days, submit the grievance in writing to the Director denoting the particulars of the alleged violation, including the clauses violated, the date and circumstances of the incident and the remedy sought. The Director shall meet with a representative of the Union and the employee(s) and shall render a decision within ten (10) working days of receipt of the grievance.

Step 3

Failing satisfactory settlement at Step 2, the **Union** shall, within ten (10) working days, submit the grievance, in writing, to the Administrator or designate. The Administrator or designate shall meet with the Union and the employee(s) and shall render a decision within ten (10) working days of receipt of the grievance.

Step 4

Failing satisfactory settlement at Step 3, the Union may, within ten (10) working days, refer the grievance to a Board of Arbitration.

The Board of Arbitration shall consist of one (1) nominee appointed by the Corporation and one (1) appointed by the Union. These two (2) nominees shall name a third member who shall be Chairperson.

Should the nominees fail to select a Chairperson within ten (10) working days, then either the Corporation or the Union may apply to the Minister of Labour for the Province of British Columbia to appoint such member. The Corporation and the Union shall each pay the expenses of their nominee and shall pay half the expenses of the Chairperson.

Within ten (10) working days following the establishment of the Board of Arbitration, it shall report its decision on the grievance. The majority decision of the Board shall be final and binding on the Corporation and the Union.

17.3: Arbitrator's Jurisdiction

An arbitrator or Board of Arbitrators shall have no right to add to, take away or alter any condition of the Collective Agreement.

17.4: Adverse Report

The Corporation agrees not to introduce **as** evidence in a hearing related to disciplinary action, any document from the file of an employee that was not known to have existed by the employee prior to the hearing, thereby denying the employee the opportunity of placing a written response on the record.

17.5: Dismissal and Suspension - Remedy

An employee who alleges wrongful dismissal, discipline, or suspension by the Corporation shall be entitled to have such grievance settled in accordance with the grievance procedure set forth in Article 17. If the employee **is** found by a Board of Arbitration appointed under the provisions of Article 17 to be dismissed, suspended or otherwise disciplined for other than proper cause, the Board of Arbitration may:

- (a) direct the Corporation to reinstate the employee and pay to the employee a sum equal to the employee's wages lost by reason of the dismissal, suspension or other discipline, or such lesser sum as in the opinion of the Board of Arbitration is fair and reasonable; or
- (b) make such order **as** it considers fair and reasonable, having regard to the terms of this Agreement.
- (c) In the event an employee is wrongfully dismissed or suspended, and is subsequently reinstated, either as a result of direct negotiation with the Corporation, or as a result of a decision of an Arbitrator or a Board of Arbitration outlined in the grievance procedure contained in this Agreement, such employee may receive payment of **all** wages or salary and be entitled to all additional benefits the employee would have otherwise received but for wrongful dismissal or suspension, subject to Article 17.5(a) **and** (b).

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

17.6: Dismissal and Suspension - Impact on Benefits

Any employee may be subject to immediate suspension or be dismissed without notice, for cause, and subject to Statutory Regulations be deprived of benefits that the employee would otherwise receive on retirement, or at the discretion of Council, such notice and benefits **as** the Council may authorize; provided however, that any employee so dismissed shall have the right to grieve in accordance with established procedures outlined in this Agreement.

17.7: Dismissal and Suspension - Union Repres

Where the Employer calls a meeting with an employee for the express purpose of written discipline, suspension or dismissal of **an** employee, the employee may elect to have a Union

Representative present. Where the employee elects not to have a Union Representative present or a Union Representative **is** not available, the absence of a Union Representative shall not affect the Employer's right to discipline, suspend or dismiss and shall not be used **as** a reason to request an arbitrator to amend or overturn the action taken. The Employer agrees to make a reasonable effort to obtain a **Union** Representative where an Employee elects to have such representation.

17.8: Accelerated Procedure

A difference or grievance involving a dispute of general application or interpretation of this Agreement, or arising from the suspension or dismissal of an employee shall be initiated in writing to the Administrator under Article 17, Section 2, Step 3, omitting Step 1 and Step 2.

17.9: Time Limits

Wherever a stipulated time **is** mentioned herein, the said time may be extended by mutual consent of the Corporation and the Union.

17.10: Single Arbitrator

Wherever a Board of Arbitration **is** mentioned herein, a single mutually agreeable Arbitrator may be utilized in lieu thereof by mutual consent of the Corporation and the Union.

17.11: Optional Grievance Investigation Procedure

- (a) Recognizing that there are times and circumstances in which it may be advantageous to seek third-party assistance in the resolution of grievances, and in **an** attempt to find a way in which to bring about such resolutions without incurring the costs and delays associated with formal arbitration proceedings, the Corporation and the Union have agreed to provide for an optional grievance investigation procedure.

The process **is** intended to complement the grievance and arbitration procedures otherwise provided for in this Agreement. It is not intended to replace those other procedures.

- (b) As provided for in the Labour Relations Code, where a difference arises between the Corporation and the Union relating to the dismissal, discipline or suspension of **an** employee, or to the interpretation, application, operation or alleged violation **of** this Agreement, the Corporation and the Union will appoint one of the persons named hereunder **as** "investigators", or a substitute agreed to by the Corporation and the Union, to
 - (i) investigate the difference;
 - (ii) define the issue in the difference; and

- (iii) make written recommendations to resolve the difference within five **(5)** days of the date of the receipt of the request; and, for those five **(5)** days from that date, time does not run in respect **of** the grievance procedure.
- (c) **As** provided for in the Labour Relations Code, the Corporation and the Union shall pay one-third ($\frac{1}{3}$) of the cost incurred in relation to the reasonable remuneration, travelling and out-of-pocket expenses of the Investigator' or **a** substitute. The remaining one-third ($\frac{1}{3}$) will be paid by the Provincial Government.

Each of the Corporation and the Union shall be separately responsible ~~for~~ **for** all other costs by each of them in relation to the preparation and presentation of their respective cases and submissions to the Investigator.

- (d) The Corporation and the Union have agreed that for the term of this Agreement, the following persons will be recognized **as** their "Investigators" for purposes **of** this investigation procedure:

David McPhillips, Robert Dieboldt, Judi Korbin.

Selection of the specific individual from the above list to serve in each instance shall be by agreement of the Corporation and the Union. Should the Corporation and the Union fail to agree on the selection, then each may cross one name ~~off~~ the list above and the remaining person will be appointed.

- (e) Either the Corporation or the Union may choose to implement the investigation procedure, provided that all steps of the grievance procedure, **prior** to reference to arbitration, have been exhausted without **a** resolution of the difference. Either the Corporation or the Union wishing to use the investigation procedure shall **notify** the other of the decision, within 15 working days of the receipt of the reply at Article 17, Section 2, Step 3 of the grievance procedure. Such notification must be in writing.

Either the Corporation or the Union receiving the notification may **refuse** to accept the investigation procedure, in which case the provisions of Article 17, Section 2, Step 4, are then applicable and the time limit contained in that section begins to run **from the** date of the refusal decision being delivered in writing. No reasons for the **refusal** need be given.

- (f) While the grievance investigation process is intended to yield non-binding recommendations, the Corporation and the Union may agree that the **recommendations** will represent **a** binding award. Such agreement must be made in advance of the appointment of the Investigator.

ARTICLE 18: CLASSIFICATIONS

18.1: Establishment of Classes and Rates

New employees or employees re-engaged shall be entitled to the standard rate of wage for the position for which engaged. If there is no classification and wage scale in Schedule "A", "B", "C" or "D", of the Agreement covering the position, such shall be negotiated between the Corporation and the Union.

18.2: Job Descriptions

The Corporation agrees to develop job descriptions for **all** positions covered by Schedule "A" of this Agreement. Such descriptions shall be discussed with the Union upon completion.

18.3: New Classifications

- (a) When a new or substantially altered classification covered by the Agreement is introduced, the Corporation may implement the classification and attach a **salary** grade thereto. **As** soon **as** the decision with regard to the classification and **salary** grade has been made, the Corporation shall send written advice of the decision to the Union.
- (b) In the event that the Union disagrees with the **salary** grade attached to the classification, the matter shall, within twenty (20) working days of receipt of written notification that the Corporation has introduced a new or substantially altered classification, be taken up with the Corporation in an attempt to negotiate the **salary** grade.
- (c) **If** the Corporation and the Union **are** unable to agree on the applicable **salary** grade within ten (10) working days **of** their first meeting, or such longer period **as** may be mutually agreed to by the Corporation and the Union, the matter may then be referred to arbitration pursuant to Article 17 of this Agreement.

Any adjustment to the **salary** grade, whether such adjustment results **from** negotiations or **from** the award of **an** arbitration board, shall become effective on the date that the employee assumed the responsibility for the duties of the position.

18.4: Classification Appeal Procedure

Effective 1997 May 26:

An employee shall have the right to appeal, through the Union, the classification of the position occupied. Such an appeal shall be in accordance with the following provisions and shall not be considered a grievance under Article 17 of the Collective Agreement.

- (a) If an employee believes their position is improperly classified or has been substantially altered, the employee shall complete a standard questionnaire provided by the Employer and submit it, along with a dated covering memo, to their immediate non-bargaining unit supervisor **for** review and transmittal to the Human Resources Division. The date the completed questionnaire is received by the non-bargaining unit supervisor shall be the official date of any change that may occur.
- (b) Upon receipt of the completed questionnaire, the Human Resources Division shall **notify** the Union in writing that a request **has** been received on behalf of the employee and provide the Union with a copy of the employee's submission.
- (c) The employee completing the questionnaire will be provided an opportunity to be interviewed except in cases where there has been a recent decision issued with no significant changes since the last review or where adequate information can be gathered through interviewing a representative sample of employees submitting requests **as part** of the review of an entire class of positions. A decision on the employee's request **will** be issued to the employee with a copy to the Union. Such decision shall be issued by the Human Resources Division following discussions with the GVRD Labour Relations Department and the employee's Director or authorized designate but shall, **as far as** is practicable, be issued within four **(4)** calendar months ~~from~~ date of the questionnaire being completed and submitted to the Human Resources Division.
- (d) Upon receipt of the classification decision the employee shall, **as soon as** possible, provide the Union with their comments concerning the classification decision and the Union **shall** advise the Human Resources Division in writing **as to** whether they intend to appeal the decision. Such notice to the Human Resources Division shall, **as far as** is practicable, be issued within one (1) calendar month from the date of the original classification decision.
- (e) Where the Union has indicated an intent to appeal the decision of the Employer, the Director of Human Resources or designate and the Union shall meet within one (1) calendar month to discuss and seek to resolve the matter.
- (f) If the parties are unable to resolve the matter, it shall be referred by the Union to a Joint Classification Appeal Committee (JCAC) consisting of one (1) representative **of** CUPE National and one representative of the GVRD no later than one (1) month after the internal process is exhausted. The initial representatives to the JCAC shall be Katherine Milnes, Compensation Supervisor, GVRD, and Carole Cameron, Job Evaluation Representative, CUPE.
- (g) The JCAC will return appeals to the parties for further discussion **if**, in their **opinion**, a concerted attempt has not been made to address and resolve the issues.
- (h) The JCAC shall have two (2) calendar months from receipt of the appeal to review, meet and report back to the parties. For the purpose of processing appeals, reclassifications

shall only occur where there have either been significant changes in the duties, level of responsibility and requirements of a position or a position has been found to have been improperly allocated to an existing classification. **This** process shall not be used to **make** salary adjustments to existing positions or classes of positions.

If necessary, revised class specifications will be prepared. Comparison classes shall be limited to the existing internal classes within the Township of Langley.

- (i) If the JCAC is in agreement, no further appeals will be available to the parties.
- (j) If the JCAC is not in agreement, the Union shall have one (1) additional calendar month to indicate whether it wishes to proceed to expedited arbitration.
- (k) The elements of the expedited arbitration process shall be **as** follows:
 - Katherine Milnes and Carole Cameron will exchange written positions on the dispute three weeks prior to the scheduled hearing; no additional information shall be presented at the arbitration hearing unless there **is** mutual agreement that a dispute over the facts exists. In that case, the JCAC shall attempt to resolve these issues prior to the hearing. Witnesses shall be **asked** to present factual evidence to a mutually agreeable arbitrator only if the dispute over facts cannot be resolved.
 - Katherine Milnes and Carole Cameron will present the Employer and Union positions at the arbitration hearing.
 - The hearing will be Limited to the issues in dispute.
 - Any costs associated with the hearing **will** be shared by the Employer and CUPE Local 403.
 - The arbitrator will have one (1) calendar month from notification to convene the hearing and one (1) calendar month after the date of the hearing to render a decision. Such decision shall be limited to the issues in dispute.
- (l) In the event a position **is** reclassified upwards the incumbent shall be placed on the lowest step of the new pay range which exceeds the incumbent's previous rate of pay and their increment date shall be amended accordingly. Where a single rate exists for the class of positions, the incumbent shall receive the rate of pay for the position.

In the event a position is reclassified downwards the incumbent shall suffer no reduction in their rate of pay by virtue only of a reclassification downwards and shall continue to receive all general pay increases and increments to which there would otherwise have been an entitlement, provided that at any time during the two **(2)** years immediately following the date when the position **was** reclassified downwards the Employer may unilaterally

promote such incumbent to any other vacant position for which the employee is qualified, and which is valued at the same level as the position **was** formerly valued.

- (m) It will be incumbent on all parties to keep each other informed at all stages of this process and to request any extensions to the time **limits** that may be occasioned by unforeseen circumstances.

It will be the responsibility of CUPE Local 403 to keep its members informed at all stages of the process.

18.5: New Equipment

Whenever a piece of power equipment is purchased, the question of whether or not a bonus shall be paid shall be negotiated by the Union and the Corporation.

ARTICLE 19: SPECIAL PROVISIONS

19.1: Tools

Employees required to furnish their own tools in the performance **of** their duties shall, upon producing a broken or worn out tool have same replaced by the Corporation.

19.2: Insurance - Tools and Equipment

The Corporation shall provide fire **and** theft insurance covering the tools and equipment owned by employees and required in performance of their duties with the Corporation.

19.3: Clothing

- (a) Clothing - The Corporation shall issue protective coveralls to employees, where required, in the Sewer and Water Sections, Garage, and Arena Sections, **and** to one (1) individual in the Sign Shop and to one (1) individual on the **Parks** crew for the purpose of collecting refuse. It shall be the responsibility of the Corporation to clean, launder, and maintain all such clothing. Additionally, rubber soled **work** boots shall be provided for Facility Service Workers at the Arenas.
- (b) Boot Allowance - Blacktop Crew - Members of the blacktop crew will be entitled to a fifty dollar (\$50.00) per year boot allowance toward the purchase of suitable footwear for use when blacktopping, providing such members work a minimum of 1,200 hours on the blacktop crew during the calendar year. **This** payment to be made at the request of **the** employee.

- (c) Coverall Allowance - Members of the Paving Crew ~~will~~ be entitled to a thirty-five dollar (\$35.00) coverall allowance per year toward the purchase of suitable clothing for use when blacktopping, providing such members work a minimum of twelve hundred hours (1,200) hours per year on the blacktop crew. This payment to be made at the request of the employee.

19.4: Bulletin Boards

The Corporation shall provide Bulletin Boards which shall be placed so that all employees will have access to them **and** upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

19.5: Picket Line

No employee covered **by** this Agreement shall be required to cross any legally constituted picket line established at any **work** location. **It is** further agreed that where **an** emergent condition or emergency situation exists, an employee may deal with such emergency situation where the *Corporation* and the Union agree that such **a** situation does, in fact, exist.

19.6: Legal Counsel

Where coverage supplied through its comprehensive liability policy does not apply, the Corporation shall supply the legal counsel where necessary for any action initiated against an employee from an act arising out of the performance or attempted performance, in good faith, of the employee's assigned duties.

19.7: Collective Agreement

Upon reaching agreement on the administrative details of printing the Collective Agreement, and having sufficient copies of the Agreement printed, the Corporation shall provide each employee a copy of the current Collective Agreement. The cost of providing the Collective Agreements ~~shall~~ be shared equally between the Employer and Union.

19.8: Calendar Year

"Calendar Year" for the purposes of this Agreement shall mean the twelve **(12)** month period from January 1st to December 31st, inclusive.

19.9: Employee Status Change

It shall be the duty of the employees to notify the Municipal Offices, in writing, of any change in marital status, number of dependents, **address** or telephone number.

19.10: Extensions

Wherever a stipulated time is mentioned herein, the said time may be extended by mutual consent of the Corporation and the Union.

19.11: Sexual Harassment

The Employer and the Union agree that employees are entitled to work in an environment free from sexual harassment.

ARTICLE 20: TECHNOLOGICAL CHANGE

In the event the Corporation should introduce new methods or machines which require new **or** greater **skills** than are currently possessed by employees, such employees **shall**, at the expense **of** the Corporation be given a maximum training period not to exceed three (3) months during which to become competent in the required knowledge, **ability** and **skills** necessitated by the new methods of operation. If the employee is unable to adjust to the new methods of operation **or** equipment after the three (3) months' training program, the employee will be laid off according to Article 15.

ARTICLE 21: LABOUR MANAGEMENT RELATIONS

21.1: Labour Management Committee

The Corporation and the Union acknowledge the mutual benefits .to be derived from joint consultation and are prepared **to** enter into discussions aimed at the development and introduction of appropriate means to provide such joint consultation on matters of mutual interest.

Without prejudice to the position the Union or the Corporation may **wish** to take in the future **as** to the desirability of having subjects dealt with by the provisions of this Agreement, the following subjects, **as** they affect employees covered by **this** Agreement, shall be regarded as appropriate subjects of mutual consultation during the term of this Agreement:

- (a) Implementation **of** Agreement terms;
- (b) Implementation **of** Council policies;
- (c) Implementation of work methods and procedures;
- (d) Implementation of alternate hours of work;
- (e) Such other subjects as may be of mutual interest to the Corporation and the Union.

21.2: Discussions

In the event of discussions being considered necessary by either the Corporation or the Union during the term of this Agreement, related to rates of pay, hours of work, requests for reclassification or other working conditions, it is agreed that either the Corporation or the Union shall meet with the other in order to carry out such discussions **as soon as possible** and, in any event, not later than thirty (30) days from the date of written request by the Corporation or the Union to an Officer of the other.

21.3: Number of Representatives

For the purpose of Section 2 of this Article, it is **mutually** agreed between the Corporation and the Union hereto that the representatives appointed by each side shall be up to three (3) per side, present at any meeting.

21.4: Notice of Representatives

The Corporation and the Union agree to notify the other in writing within ~~sixty~~ (60) days from the date hereof, of the persons appointed to the respective committees. The Corporation and the Union shall notify the other in writing of any change in their respective committees which may take place during the term hereof.

No individual employee or group of employees shall undertake to represent the Union at meetings with the Corporation without proper authorization of the Union.

21.5: Assistance of the National Representative

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Corporation. Such representatives shall have access to the Corporation's premises **in** order to investigate and assist in the settlement of a grievance upon prior application to and approval of the Municipal Administrator.

IN WITNESS WHEREOF the Corporation has caused these presents to be signed by its proper Officials on its behalf, and the Union has caused these presents to be executed under the hands of its proper Officials duly authorized in their behalf as of the day and the year first above written.

THE CORPORATION OF THE TOWN-
SHIP OF LANGLEY


MAYOR
MUNICIPAL CLERK

THE CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 403


PRESIDENT
SECRETARY

SCHEDULE "A"INSIDE DIVISION1997 January 01 - 1999 December 31

<u>Notes</u>	<u>Position Classification</u>	<u>Pay Grade</u> <u>(Effec. Jan, 01/97)</u>	<u>Pay Grade</u> <u>(Effec. July 01/98)</u>	<u>Pay Grade</u> <u>(Effec. July 01/99)</u>
	Accountant - Financial	25		
	Accountant - Sys. Audit	24		
	Accounting Clerk	19		
	Accounts Payable Spvrs.	18	18.5	19
	Applic. Support Analyst	19		
	Arts/Heritage Programmer	19		
	Asst. Deputy Treasurer	24	24.5	25
	Asst. Coord. - Blk. Watch	15		
	Asst. Coord. - Victim Serv.	15		
	Block Watch Coordinator	18		
	Budget Clerk	17		
	Building Inspector	24		
	Building Inspector with #3 Certificate	24	24.5	25
4	By-Law Enf. Officer	19A	19.5A	20A
	Clerk I	11		
	Clerk II	13		
	Clerk III	15		
	Clerk III - Exhibit			
	Custodian RCMP	15	16	17
	Clerk IV	18		
	Clerk Typist I	11		
	Clerk Typist II	13		
	Clerk Typist III	15		
	Clerk Typist IV	17		
9	Curt Liaison Reader	23B		
	CPIC Operator-Clerk	13		
	Data Processing Coord.	23		
	Deputy Collector	20		
	Design Draftsman	24		
	Draftsman I	16		
	Draftsman II	19		
	Engineering Technician	19		
	Engineering Technician I	21		

SCHEDULE "A" (cont'd)

Page 2

<u>Notes</u>	<u>Position Classification</u>	<u>Pay Grade</u> (Effec. Jan. 01/97)	<u>Pay Grade</u> (Effec. July 01/98)	<u>Pay Grade</u> (Effec. July 01/99)
	Engineering Technician II	24	24.5	25
	Environmental Technician	24	24.5	25
	Financial Analyst	24	24.5	25
	Fire Training Officer	27A		
	GIS Coordinator	27		
	GIS Technician I	19		
	Information Officer (RCMP)	16	16.5	17
	Intermediate Buyer	21		
	Junior Buyer	17		
	Landscape Design Tech.	21	21.5	22
	Leisure Access Counselor	17		
	License Inspector	19		
4	Lic. Insp./B-L Enf. Off.	23		
	Museum Curator	21		
	Network Coordinator	26		
	Payroll Clerk	19		
	Payroll Supervisor	21		
	PC Network Sup. Analyst	22		
	Plan Checker I	19		
	Plan Checker II	21		
	Planner I	27		
	Planner II	29		
	Planning Assistant I	19		
	Planning Technician	24	24.5	25
	Police Accounts Clerk	17		
	Programmer Analyst	25		
	Programmer Analyst - Jr.	19		
	Programmer Analyst - Sr.	27		
	Property Mgt. Clerk	19		
	Property Negotiator	27A		
4	Property Use Inspector	21A		
6	Public Education Officer	27A		
	Pub. Fire & Life Safety Ed.	22A (97/05/26)		
	Public Works Insp. I	19		
	Public Works Insp. II	21		
	Records Clerk	15		
	Records Supervisor (RCMP)	19		
6	Recreation Programmer	22A		

SCHEDULE "A" (cont'd)

Page 3

<u>Notes</u>	<u>Position Classification</u>	<u>Pay Grade</u> <u>(Effec. Jan. 01/97)</u>	<u>Pay Grade</u> <u>(Effec. July 01/98]</u>	<u>Pay Grade</u> <u>(Effec. July 01/99)</u>
	Storeskeeper	17B		
	Systems Administrator	18		
1	Telecom. Operator I	16A		
7	Telecom. Operator II	21A		
	User Support Assistant	17		
8	Guard/Matron	Step 1 - 14.89	15.04	15.19
		Step 2 - 15.60	15.76	15.92

(Pay Grades are based on a 35-hour week, unless otherwise noted.)

NOTES:

- 1 Pay grade includes compensation for a 37.5 hour week and in lieu of lunch breaks.
- 2 Pay grade includes compensation for a 37.33 hour week.
- 3 Pay grade includes Compensation for an 8 hour day.
- 4 Pay grade includes compensation for ~~shift~~ differential, an 8 hour day and weekend premiums.
- 5 Pay grade includes compensation for weekend premiums.
- 6 Pay grade includes compensation for an 8 hour day with flexible and irregular hours, ~~shift~~ differential and weekend premiums.
- 7 Pay grade includes compensation for weekend premiums and a 12 hour ~~shift~~ averaging 40 hours per week.
- 8 Pay grade includes compensation for weekend premiums and for an 8 hour day.
- 9 Pay grade 23B includes compensation for 37.5 hours.

SCHEDULE "A" (cont'd)

Page 4

INSIDE DIVISIONMONTHLY RATES OF PAY1997 January 01 - 1999 December 31

KEY: A = Effective 1997 January 01
 B = Effective 1998 January 01
 C = Effective 1999 January 01

<u>Pay Grade</u>	<u>Effec. Date</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
7	A	1711	1776	1848	1921	1997
	B	1727	1794	1866	1940	2016
	C	1744	1813	1884	1960	2036
8	A	1776	1848	1921	1997	2074
	B	1794	1866	1940	2016	2096
	C	1813	1884	1960	2036	2117
9	A	1848	1921	1997	2074	2160
	B	1866	1940	2016	2096	2181
	C	1884	1960	2036	2117	2202
10	A	1921	1997	2074	2160	2245
	B	1940	2016	2096	2181	2268
	C	1960	2036	2117	2202	2290
11	A	1997	2074	2160	2245	2335
	B	2016	2096	2181	2268	2357
	C	2036	2117	2202	2290	2380
12	A	2074	2160	2245	2335	2430
	B	2096	2181	2268	2357	2455
	C	2117	2202	2290	2380	2479
13	A	2160	2245	2335	2430	2529
	B	2181	2268	2357	2455	2555
	C	2202	2290	2380	2479	2581

SCHEDULE "A" (cont'd)

Page 5

KEY: A = Effective 1997 January 01
 B = Effective 1998 January 01
 C = Effective 1999 January 01

<u>Pay Grade</u>	<u>Effec. Date</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
14	A	2245	2335	2430	2529	2634
	B	2268	2357	2455	2555	2660
	C	2290	2380	2479	2581	2686
15	A	2335	2430	2529	2634	2742
	B	2357	2455	2555	2660	2770
	C	2380	2479	2581	2686	2797
16	A	2430	2529	2634	2742	2857
	B	2455	2555	2660	2770	2885
	C	2479	2581	2686	2797	2914
16A	A	2309	2400	2498	2599	2707
	B	2332	2425	2522	2625	2734
	C	2355	2449	2547	2651	2762
16.5	A	2481	2583	2689	2800	2916
	B	2505	2608	2717	2828	2945
	C	2529	2634	2744	2857	2974
17	A	2529	2634	2742	2857	2974
	B	2555	2660	2770	2885	3004
	C	2581	2686	2797	2914	3035
17A	A	2544	2647	2756	2870	2988
	B	2569	2673	2784	2899	3017
	C	2595	2699	2811	2928	3048
17B	A	2560	2663	2773	2887	3006
	B	2586	2691	2800	2916	3036
	C	2612	2718	2828	2945	3067
18	A	2634	2742	2857	2974	3097
	B	2660	2770	2885	3004	3127
	C	2686	2797	2914	3035	3159

SCHEDULE "A" (cont'd)

Page 6

KEY: A = Effective 1997 January 01
 B = Effective 1998 January 01
 C = Effective 1999 January 01

<u>Pay Grade</u>	<u>Effec. Date</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
18.5	A	2689	2800	2916	3036	3162
	B	2717	2828	2945	3067	3194
	C	2744	2857	2974	3097	3226
19	A	2742	2857	2974	3097	3228
	B	2770	2885	3004	3127	3260
	C	2797	2914	3035	3159	3292
19A	A	2772	2887	3005	3129	3259
	B	2800	2917	3035	3160	3292
	C	2828	2946	3065	3192	3325
20	A	2857	2974	3097	3228	3365
	B	2885	3004	3127	3260	3398
	C	2914	3035	3159	3292	3432
20A	A	2887	3005	3129	3259	3395
	B	2917	3035	3160	3292	3430
	C	2946	3065	3192	3325	3465
21	A	2974	3097	3228	3365	3503
	B	3004	3127	3260	3398	3538
	C	3035	3159	3292	3432	3573
21A	A	3005	3129	3259	3395	3536
	B	3035	3160	3292	3430	3571
	C	3065	3192	3325	3465	3607
21.5	A	3036	3162	3296	3435	3576
	B	3067	3194	3330	3470	3613
	C	3097	3226	3363	3505	3649
22	A	3097	3228	3365	3503	3648
	B	3127	3260	3398	3538	3684
	C	3159	3292	3432	3573	3721

SCHEDULE "A" (cont'd)**Page 7**

KEY. A = Effective 1997 January 01
 B = Effective 1998 January 01
 C = Effective 1999 January 01

<u>Pay Grade</u>	<u>Effec. Date</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
22A	A	3129	3259	3395	3536	3680
	B	3160	3292	3430	3571	3806
	C	3192	3325	3465	3607	3844
23	A	3228	3365	3503	3648	3806
	B	3260	3398	3538	3684	3844
	C	3292	3432	3573	3721	3882
23B	A	3243	3380	3519	3664	3821
	B	3276	3414	3555	3700	3858
	C	3308	3449	3590	3737	3897
24	A	3365	3503	3648	3806	3971
	B	3398	3538	3684	3844	4010
	C	3432	3573	3721	3882	4050
24.5	A	3435	3576	3727	3888	4053
	B	3470	3613	3764	3928	4094
	C	3505	3649	3802	3967	4135
25	A	3503	3648	3806	3971	4135
	B	3538	3684	3844	4010	4176
	C	3573	3721	3882	4050	4217
26	A	3648	3806	3971	4135	4311
	B	3684	3844	4010	4176	4354
	C	3721	3882	4050	4217	4398
27	A	3806	3971	4135	4311	4497
	B	3844	4010	4176	4354	4543
	C	3882	4050	4217	4398	4588
27A	A	3837	4000	4166	4341	4526
	B	3870	4040	4207	4385	4571
	C	3908	4080	4249	4428	4616

SCHEDULE "A" (cont'd)

Page 8

KEY: A = Effective 1997 January 01
 B = Effective 1998 January 01
 C = Effective 1999 January 01

<u>Pav Grade</u>	<u>Effec. Date</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
28	A	3971	4135	4311	4497	4690
	B	4010	4176	4354	4543	4738
	C	4050	4217	4398	4588	4785
29	A	4135	4311	4497	4690	4890
	B	4176	4354	4543	4738	4938
	C	4217	4398	4588	4785	4987
30	A	4311	4497	4690	4890	5103
	B	4354	4543	4738	4938	5155
	C	4398	4588	4785	4987	5206
31	A	4497	4690	4890	5103	5322
	B	4543	4738	4938	5155	5377
	C	4588	4785	4987	5206	5430
32	A	4690	4890	5103	5322	5552
	B	4738	4938	5155	5377	5607
	C	4785	4987	5206	5430	5663
33	A	4890	5103	5322	5552	5792
	B	4938	5155	5375	5607	5850
	C	4987	5206	5428	5663	5908

SCHEDULE "A" (cont'd)**Page 9****INSIDE DIVISION****HOURLY RATES OF PAY****1997 January 01 - 1999 December 31**

KEY: A = Effective 1997 January 01
 B = Effective 1998 January 01
 C = Effective 1999 January 01

<u>Pay Grade</u>	<u>Effec. Date</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
7	A	11.24	11.67	12.14	12.62	13.12
	B	11.35	11.79	12.26	12.75	13.25
	C	11.46	11.91	12.38	12.88	13.38
8	A	11.67	12.14	12.62	13.12	13.63
	B	11.79	12.26	12.75	13.25	13.77
	C	11.91	12.38	12.88	13.38	13.91
9	A	12.14	12.62	13.12	13.63	14.19
	B	12.26	12.75	13.25	13.77	14.33
	C	12.38	12.88	13.38	13.91	14.47
10	A	12.62	13.12	13.63	14.19	14.75
	B	12.75	13.25	13.77	14.33	14.90
	C	12.88	13.38	13.91	14.47	15.05
11	A	13.12	13.63	14.19	14.75	15.34
	B	13.25	13.77	14.33	14.90	15.49
	C	13.38	13.91	14.47	15.05	15.64
12	A	13.63	14.19	14.75	15.34	15.97
	B	13.77	14.33	14.90	15.49	16.13
	C	13.91	14.47	15.05	15.64	16.29
13	A	14.19	14.75	15.34	15.97	16.62
	B	14.33	14.90	15.49	16.13	16.79
	C	14.47	15.05	15.64	16.29	16.96

SCHEDULE "A" (cont'd)

Page B0

KEY: A = Effective 1997 January 01
 B = Effective 1998 January 01
 C = Effective 1999 January 01

<u>Pay Grade</u>	<u>Effec. Date</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
14	A	14.75	15.34	15.97	16.62	17.31
	B	14.90	15.49	16.13	16.79	17.48
	C	15.05	15.64	16.29	16.96	17.65
15	A	15.34	15.97	16.62	17.31	18.02
	B	15.49	16.13	16.79	17.48	18.20
	C	15.64	16.29	16.96	17.65	18.38
16	A	15.97	16.62	17.31	18.02	18.77
	B	16.13	16.79	17.48	18.20	18.96
	C	16.29	16.96	17.65	18.38	19.15
16A	A	14.16	14.72	15.32	15.94	16.60
	B	14.30	14.87	15.47	16.10	16.77
	C	14.44	15.02	15.62	16.26	16.94
16.5	A	16.30	16.97	17.67	18.40	19.16
	B	16.46	17.14	17.85	18.58	19.35
	C	16.62	17.31	18.03	18.77	19.54
17	A	16.62	17.31	18.02	18.77	19.54
	B	16.79	17.48	18.20	18.96	19.74
	C	16.96	17.65	18.38	19.15	19.94
17A	A	15.67	16.31	16.98	17.68	18.41
	B	15.83	16.47	17.15	17.86	18.59
	C	15.99	16.63	17.32	18.04	18.78
17B	A	16.82	17.50	18.22	18.97	19.75
	B	16.99	17.68	18.40	19.16	19.95
	C	17.16	17.86	18.58	19.35	20.15
18	A	17.31	18.02	18.77	19.54	20.35
	B	17.48	18.20	18.96	19.74	20.55
	C	17.65	18.38	19.15	19.94	20.76

SCHEDULE "A" (cont'd)

Page 11

KEY: A = Effective 1997 January 01
 B = Effective 1998 January 01
 C = Effective 1999 January 01

<u>Pay Grade</u>	<u>Effec. Date</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
18.5	A	17.67	18.40	19.16	19.95	20.78
	B	17.85	18.58	19.35	20.15	20.99
	C	18.03	18.77	19.54	20.35	21.20
19	A	18.02	18.77	19.54	20.35	21.21
	B	18.20	18.96	19.74	20.55	21.42
	C	18.38	19.15	19.94	20.76	21.63
19A	A	15.94	16.60	17.28	17.99	18.74
	B	16.10	16.77	17.45	18.17	18.93
	C	16.26	16.94	17.62	18.35	19.12
20	A	18.77	19.54	20.35	21.21	22.11
	B	18.96	19.74	20.55	21.42	22.33
	C	19.15	19.94	20.76	21.63	22.55
20A	A	16.60	17.28	17.99	18.74	19.52
	B	16.77	17.45	18.17	18.93	19.72
	C	16.94	17.62	18.35	19.12	19.92
21	A	19.54	20.35	21.21	22.11	23.02
	B	19.74	20.55	21.42	22.33	23.25
	C	19.94	20.76	21.63	22.55	23.48
21A	A	17.28	17.99	18.74	19.52	20.33
	B	17.45	18.17	18.93	19.72	20.53
	C	17.62	18.35	19.12	19.92	20.74
21.5	A	19.95	20.78	21.66	22.57	23.50
	B	20.15	20.99	21.88	22.80	23.74
	C	20.35	21.20	22.10	23.03	23.98
22	A	20.35	21.21	22.11	23.02	23.97
	B	20.55	21.42	22.33	23.25	24.21
	C	20.76	21.63	22.55	23.48	24.45

SCHEDULE "A" (cont'd)

KEY: A = Effective 1997 January 01
 B = Effective 1998 January 01
 C = Effective 1999 January 01

<u>Pay Grade</u>	<u>Effec. Date</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
22A	A	17.99	18.74	19.52	20.33	21.66
	B	18.17	18.93	19.72	20.53	21.88
	C	18.35	19.12	19.92	20.74	22.10
23	A	21.21	22.11	23.02	23.97	25.01
	B	21.42	22.33	23.25	24.21	25.26
	C	21.63	22.55	23.48	24.45	25.51
23B	A	19.89	20.73	21.58	22.47	23.43
	B	20.09	20.94	21.80	22.69	23.66
	C	20.29	21.15	22.02	22.92	23.90
24	A	22.11	23.02	23.97	25.01	26.09
	B	22.33	23.25	24.21	25.26	26.35
	C	22.55	23.48	24.45	25.51	26.61
24.5	A	22.57	23.50	24.49	25.55	26.63
	B	22.80	23.74	24.73	25.81	26.90
	C	23.03	23.98	24.98	26.07	27.17
25	A	23.02	23.97	25.01	26.09	27.17
	B	23.25	24.21	25.26	26.35	27.44
	C	23.48	24.45	25.51	26.61	27.71
26	A	23.97	25.01	26.09	27.17	28.33
	B	24.21	25.26	26.35	27.44	28.61
	C	24.45	25.51	26.61	27.71	28.90
27	A	25.01	26.09	27.17	28.33	29.55
	B	25.26	26.35	27.44	28.61	29.85
	C	25.51	26.61	27.71	28.90	30.15
27A	A	22.03	23.00	23.95	24.96	26.02
	B	22.25	23.23	24.19	25.21	26.28
	C	22.47	23.46	24.43	25.46	26.54

SCHEDULE "A" (cont'd)

Page 13

KEY: A = Effective 1997 January 01
 B = Effective 1998 January 01
 C = Effective 1999 January 01

<u>Pay Grade</u>	<u>Effec. Date</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
28	A	26.09	27.17	28.33	29.55	30.82
	B	26.35	27.44	28.61	29.85	31.13
	C	26.61	27.71	28.90	30.15	31.44
29	A	27.17	28.33	29.55	30.82	32.13
	B	27.44	28.61	29.85	31.13	32.45
	C	27.71	28.90	30.15	31.44	32.77
30	A	28.33	29.55	30.82	32.13	33.53
	B	28.61	29.85	31.13	32.45	33.87
	C	28.90	30.15	31.44	32.77	34.21
31	A	29.55	30.82	32.13	33.53	34.97
	B	29.85	31.13	32.45	33.87	35.33
	C	30.15	31.44	32.77	34.21	35.68
32	A	30.82	32.13	33.53	34.97	36.48
	B	31.13	32.45	33.87	35.33	36.84
	C	31.44	32.77	34.21	35.68	37.21
33	A	32.13	33.53	34.97	36.48	38.06
	B	32.45	33.87	35.32	36.84	38.44
	C	32.77	34.21	35.67	37.21	38.82

SCHEDULE "B"**OUTSIDE DIVISION**1997 - 1999

<u>Position Title</u>	<u>General Description</u>
Labourer I	general labourer
Labourer II	grademan, dumpman, power driven lawnmowers other than riding mowers, power operated hand tools other than chain saws
Labourer III	chain saws, small riding mowers, chippers and brushcutters, sign erection, carpentry, painting, and vehicles under 5000 lbs. GVW in service
Crusherman	operation and maintenance of crusher
Labourer - Utilities	water and sewer connections
Pipelayer	fitting major storm sewer drainage pipe
Truck Driver I	driving a vehicle 5100 lbs. through 23,999 lbs. GVW in service
Truck Driver II	24,000 lbs. through 40,999 lbs. GVW in service
Truck Driver III	41,000 lbs. GVW in service and over
Equipment Operator I	large industrial or farm tractors with attachments, power rollers under three tons
Equipment Operator II	7-gang mowers, rollers - 3-8 tons, power street marking equipment, paving machines
Equipment Operator III	rollers over 8 tons - under 12 tons, brusher tractors
Equipment Operator IV	rollers over 12 tons, crawler/tractor D4 and smaller, blade loaders
Equipment Operator IVa	loaders - tract or rubber mounted under three yard capacity, hose-hydraulic and rubber mounted
Equipment Operator IVb	crawler/tractors - D6 or heavier, loaders - three yard capacity and over, large graders

SCHEDULE "B" (cont'd)

Page 2

<u>Position Title</u>	<u>General Description</u>
Equipment Operator V	shovels, dragline, gradall
Tradesman I	mechanics; certified water and sewer plant operators; Horti-culture certification; Vehicle body repair and painting
Tradesman II	mechanics having completed recognized apprenticeship
Lead Hand	supervision of 'six or less employees in the absence of a foreman
Foreman I	Labourers, Truck Drivers, Equipment Operators I through IVb
Foreman II	trades, utilities and parks
Foreman III	general foreman
Assistant Arena Manager	
Instrumentman (a)	
Levelman (a)	
Survey Assistant (a)	
Facility Service Worker I (b)	
Year 1	
Year 2	
Year 3	
Building Service Worker (b)	
Sewage Treatment Plant Operator - Trainee	non-accredited operator
• Class I	operator having completed recognized course in waste water collection

(a) Positions eligible to exercise **seniority** for promotional purposes within Inside Division.

(b) Positions to which Schedule "C" applies.

SCHEDULE "B" (cont'd)

Page 3

OUTSIDE DIVISION - HOURLY RATES OF PAY

<u>Position Classification</u>	<u>1997 Jan. 01 to Dec. 31</u>	<u>1998 Jan. 01 to Dec. 31*</u>	<u>1998 July 01 to Dec. 31**</u>	<u>1999 Jan. 01 to Dec. 31</u>
Building Maintenance Supervisor	21.96	22.18		22.40
Building Service Worker - (1)	14.85	15.00		15.15
- (2)	15.29	15.44		15.59
- (3)	15.75	15.91		16.07
Crusherman	17.60	17.78		17.96
Electrician	21.96	22.18	22.32	22.54
Equipment Operator I	17.78	17.96		18.14
Equipment Operator II	18.11	18.29		18.47
Equipment Operator III	18.31	18.49		18.67
Equipment Operator IV	18.56	18.75		18.94
Equipment Operator IVa	19.17	19.36		19.55
Equipment Operator IVb	19.58	19.78		19.98
Equipment Operator V	20.22	20.42		20.62
Facility Service Worker I - (1)	17.34	17.51		17.69
- (2)	17.61	17.79		17.97
- (3)	17.95	18.13		18.31
Facility Service Worker II	19.86	20.06		20.26
Foreman I	19.86	20.06		20.26
Foreman II	20.83	21.04		21.25
Foreman III	22.87	23.10		23.33
Instrumentman I	17.78	17.96		18.14
Instrumentman II	19.06	19.25		19.44
Instrumentman III	20.83	21.04		21.25
Labourer - Utilities	17.78	17.96		18.14
Labourer I	16.94	17.11		17.28
Labourer II	17.01	17.18		17.35
Labourer III	17.23	17.40		17.57
Lead Hand	17.78	17.96		18.14
Lead Hand - Blacktop	18.19	18.37		18.55
Lead Hand - Service Garage	22.55	22.78		23.01
Pipelayer	17.38	17.55		17.73
Sewage Treatment Plant Operator Trainee	17.78	17.96		18.14
Survey Assistant	16.94	17.11		17.28
Tradesman I	19.42	19.61		19.81
Tradesman II	21.96	22.18	22.32	22.54
Truck Driver I	17.67	17.85		18.03
Truck Driver II	18.11	18.29		18.47
Truck Driver III	18.31	18.49		18.67
Waste Water Treatment Plant Operator	20.83	21.04		21.25

SCHEDULE "B" (cont'd)

Page 4

<u>Position Classification</u>	<u>1997 Jan. 01 to Dec. 31</u>	<u>1998 Jan. 01 to Dec. 31*</u>	<u>1998 July 01 to Dec. 31**</u>	<u>1999 Jan. 01 to Dec. 31</u>
Waste Water Treatment Plant Operator I	19.01	19.20		19.39
Waste Water Treatment Plant Operator II	20.22	20.42		20.62
Waterworks Operator	19.42	19.61		19.81

* Except Electrician and ~~Trades~~ II

** Only Electrician and Trades II

SCHEDULE "C"

SPECIAL CLASSIFICATIONS

1. By-Law Enforcement Officer. License and By-Law Enforcement Officer. Property Use Inspector

The Corporation and the Union recognize that the rates of pay for the above classifications takes into account shift differentials and weekend premium pay as may be required under the Agreement, and that they are based upon an eight (8) hour **shift**.

2. Building Maintenance Supervisor

Effective 1995 July 20, the Corporation and the Union recognize that the rate of pay for the classification of Building Maintenance Supervisor takes into account **shifts** and weekend premium pay as may be required under the Agreement and recognizes the requirement to work on eight (8) hour **shifts** with flexible and irregular hours. The regular working day shall be eight (8) consecutive hours between 6:30 a.m. and 11:00 p.m. The employee shall be required to work a five (5) day week - not necessarily Monday to Friday - and shall receive two (2) consecutive days off each work week and shall be entitled to overtime compensation as per the Collective Agreement.

3. Museum Curator

The Corporation and the Union recognize that the rate of pay for the above classification takes into account weekend premium pay **as** may be required under the Agreement, and that they are based upon a seven (7) hour **shift**.

4. Facility Service Worker I and Facility Service Worker II. Guard/Matron. Telecommunications Operator. Building Service Worker

The Corporation and the Union recognize that the rates of pay for the above classifications takes into account weekend premium pay **as** may be required under the Agreement, and that they are based upon an eight (8) hour **shift**.

5. Assistant Coordinator - Victim/Witness Services

In order to provide for a flexible work arrangement including flexible daily and weekly hours for employees working in the class of Assistant Coordinator - Victim/Witness Services and related classes in the Victim/Witness Program, employees will be required to work thirty-five (35) hours per week. Employees shall be entitled to two (2) consecutive days of rest within this one (1) week period except when changing a work **shift** and overtime shall be paid for any hours worked beyond thirty-five (35) hours in the one (1)

SCHEDULE "C" (cont'd)

Page 2

week period. When employees are called out, they will have the option of working a minimum of two (2) hours.

6. Public Education Officer (and Public Fire and Life Safety Educator, effective 1997 May 26)

The Corporation and the Union recognize that the rate of pay for the classifications of Public Education Officer (and Public Fire and Life Safety Educator, effective 1997 May 26) take into account ~~shift~~ and weekend premium pay ~~as~~ may be required under the Agreement and recognizes the requirement to work an eight (8) hour shift with flexible and irregular hours. The regular working day shall be eight (8) consecutive hours between 7:00 a.m. and 10:00 p.m. The employee shall be required to work a five (5) day week - not necessarily Monday to Friday - shall receive two (2) consecutive days off each work week and shall be entitled to overtime compensation as per the Collective Agreement.

7. Parks & Recreation Employees and Locations

- (a) The regular hours of work of Inside Employees employed in the Parks & Recreation Department shall be seven (7) continuous hours of work between 6:30 a.m. and 11:00 p.m. (exclusive of a one (1) hour lunch to be taken at or as near as possible to the middle of the employee's hours of work).
- (b) Effective 1995 July 20, the regular work week shall be any five consecutive (5) days in a seven (7) day period.
- (c) For employees employed on or before 1992 August 31, the assignment to regular hours of work beyond 8:30 a.m. to 4:30 p.m., Monday through Friday inclusive, ~~will~~ be done with the consent of the employee.

Parks & Recreation Department for purposes of this Clause shall mean Langley Civic Centre, Aldergrove Arena, Aldergrove Kinsmen Community Centre, Langley Museum, W.C. Blair Centre, and new parks and recreation facilities as they are developed including the North West Recreation Centre.

8. Arenas

The Corporation and the Union recognize the Civic Arena ~~as~~ a necessary and continuous seven day operation. As such, a seven (7) day operation's schedule shall be established which provides a monthly premium payment for all employees so scheduled ~~as~~ negotiated between the Corporation and the Union, in lieu of premium payments mandated under Article 6.

SCHEDULE "C" (cont'd)

Page 3

9. Shifts - Facility Service Worker I

- (a) There shall be two (2) twelve (12) hour **shifts**.
- (b) The **shifts** shall be composed **of** two (2) night **shifts**, two (2) day **shifts** and four (4) days **off**; or **four** (4) night **shifts** and four (4) days **off**, and four (4) day **shifts** and four (4) days **off**.
 - (i) Night shift shall be worked commencing at 7 p.m. and concluding at 7 a.m. with a seventy-five cents (75¢) **shift** differential being paid **on** hours worked, where no other premium is applicable;
 - (ii) Day **shift** shall be worked commencing 7 a.m. and concluding at 7 p.m. (no **shift** differential to be paid on day shift).
- (c) The night **shift**, 7 p.m. to 7 a.m., shall be discontinued between mid-April to early September and replaced with a 12 noon to 12 midnight shift with a seventy-five cents (75¢) shift differential being paid only on those hours worked between 7 p.m. and 12 midnight.
- (d) Employees shall be entitled to a total of one and one-half (1½) hours in breaks (lunch and coffee) during each twelve (12) hour **shift**.
- (e) Sick time and vacation time shall be computed in hours, i.e., eighteen (18) days a year equals 144 hours, and fifteen (15) vacation days equals 120 hours.
- (f) One (1) day off per month shall be granted in lieu **of** statutory holidays and shall be taken **off one** (1) day each month. If statutory holidays occur on regular scheduled working days, no overtime will be paid **for** hours worked.

Effective 1997 May 26:

The Employer and Union agree to establish a committee with three (3) representatives **of** the Employer and three (3) representatives of the Union to work out a mutually agreeable **shift** schedule to become effective as **of** 1998 **January** 01. Should the committee not be able to work out a new schedule, the Employer shall put into effect a revised schedule which shall take into consideration the input **from** the committee and the Employer's operational needs.

Notwithstanding, where **a** change to the 12 hour **shift** arrangement is made on 1998 **January** 01, those current employees affected by such a change and on staff **as** of the date of signing of this

SCHEDULE "C" (cont'd)

Page 4

Memorandum of Agreement shall continue to average 42 hours per week for so long as they remain in their current position. In addition, such Employees shall be eligible for:

- ◆ ~~Shift~~ Differential between the hours of 7:00 p.m. and 7:00 a.m.;
- ◆ a one-half (1/2) hour unpaid meal break and two (2), fifteen (15) minute paid breaks; and
- ◆ one (1) day off per month shall be granted in lieu of statutory holidays and shall be taken off one (1) day each month. If statutory holidays occur on regular scheduled working days, no overtime will be paid for hours worked.
- ◆ sick time and vacation time computed in hours, i.e., eighteen (18) days a year equals 151.2 hours, and fifteen (15) vacation days equals 126 hours.

Amendments to this arrangement shall only occur after discussion with the Union.

Effective 1998 January 01, Schedule "C" Item 9 (a) to (f) shall become inoperative.

10. Facility Service Worker 1 - Aldergrove Kinsmen Community Centre

The Corporation and the Union recognize that the rate of pay for a Facility Service Worker 1 takes into account the requirement to work an eight (8) hour shift including any weekend premium pay which may be required under the Agreement. It is hereby agreed that the following shifts shall constitute the regular hours of work for this position:

Wednesday - Thursday	8:30 p.m. - 5:00 a.m.
Friday - Saturday	10:30 p.m. - 7:00 a.m.
Sunday	8:30 p.m. - 5:00 a.m.

It is further agreed that this position shall be eligible for a seventy-five cents (75¢) shift differential being paid on hours worked on the night shift (commencing at 7:00 p.m. and concluding at 7:00 a.m.) where no other premium is applicable.

11. Shifts - Engineering and Parks Department

The Parks and Engineering Departments may be operated on a multiple shift basis at the discretion of the Corporation, following discussions with the Union, provided that at least forty-eight (48) hours' notice of change of shift is given to the employees concerned and the Union (such notice may be waived in conditions of emergency) and subject to the following conditions:

SCHEDULE "C" (cont'd)

Page 5

- (a) Effective 1997 May 26, Afternoon Shift (4:00 p.m. to 12:30 a.m., inclusive of a one-half hour unpaid lunch break);
- (b) Effective 1997 May 26, Midnight Shift (11:30 p.m. to 8:00 a.m., inclusive of a one-half hour unpaid lunch break).
- (c) Shift differential - employees working on either Afternoon Shift or Midnight Shift shall receive a **shift** premium of seventy-five cents (75¢) per hour where no other premium is applicable.
- (d) Effective 1997 May 26, unless the Employer advises the Union otherwise prior to May 15th, Summer hours (7:00 a.m. to 3:30 p.m.) shall commence on the first Monday of June through to the Labour Day Weekend in September.
- (e) **This** section shall not apply to Telecom Operators, Arena Personnel, or Guards and Matrons.

12. Sweeper Operator

Sweeper Operators may work a non-standard **shift** during the normal work week such that non-standard or early shifts (e.g., 4:00 a.m. to 12:30 p.m. or 1:30 p.m. to 10:00 p.m.) may be instituted and it is understood employees shall receive a minimum of twelve (12) hours rest between **shifts**. Shift differential in the amount of seventy-five cents (75¢) shall apply for the period prior to the start and following the end of the regular day shift and shift differential payments shall be adjusted to conform to summer and winter hours.

13. Shifts - R.C.M.P. Civilian Support Staff

The R.C.M.P. Civilian Support Staff may be operated on a multiple **shift** basis at the discretion of the corporation, following discussions with the Union, provided that at least forty-eight (48) hours' notice of change of **shift** is given to the employees concerned and the Union, (such notice may be waived in conditions of emergency). Telecommunications Operators shall be subject to the following provisions:

- (a) There will be two (2) twelve (12) hour shifts:
 - 7:00 a.m. to 7:00 p.m. - Day **Shift**
 - 7:00 p.m. to 7:00 a.m. - Night Shift
- (b) The shifts will be composed of two (2) night **shifts**, two (2) day **shifts** and four (4) days off.

- (c) A seventy-five cents (75¢) ~~shift~~ premium will be paid for the night ~~shift~~.
- (d) Operators will be entitled to a total of one and one-half (1½) hours in breaks (lunch, coffee) during each twelve (12) hour ~~shift~~.
- (e) Sick time ~~and~~ vacation time shall be computed on the basis of ~~an~~ average of a forty-two (42) hour work week and an average of 8.4 hours per day. i.e. 18 days sick x 8.4 = 151.2 hours and 15 vacation days x 8.4 = 126 hours.
- (f) One (1) day off per month will be granted in lieu of statutory holidays.

14. Shifts - Guards/Matrons/Building Service Workers

Guard, Matron and Building Service Worker positions will be worked on a triple ~~shift~~ basis and the hours of work shall be ~~an~~ eight (8) hour ~~shift~~. There shall be ~~shift differential~~ of seventy-five cents (75¢) per hour for the 4:00 p.m. to midnight ~~shift~~ and seventy-five cents (75¢) per hour for the 12:00 midnight to 8:00 a.m. shift. Employees in these positions shall have one-half(%) hour for lunch as near mid-shift as practical. Changes in the shift system shall be discussed with the Union prior to implementation.

15. Shifts - Museum Operations

- (1) The regular full-time Museum employees' schedule shall average thirty-five (35) hours per week over each four (4) week cycle.
- (2) The regular hours of work shall be seven (7) continuous hours of work between 6:30 a.m. and 11:00 p.m. (exclusive of a one (1) hour lunch to be taken at or ~~as~~ near as possible to the middle of the employees' hours of work) although under normal circumstances the employees' daily schedule will be from 9:00 a.m. to 5:00 p.m.
- (3) The employees shall be entitled to overtime ~~as~~ per the Collective Agreement for all hours worked outside of the normal working hours on the scheduled days of work and for overtime worked on scheduled days ~~off~~, statutory holidays or any day chosen by the Corporation in lieu of a statutory holiday.
- (4) All other applicable provisions of the Collective Agreement shall apply ~~as~~ for other Regular Full-Time Employees.

SCHEDULE "C" (cont'd)

Page 7

16. Shifts - Service Vehicle

The Corporation may arrange, with the consent of the employees concerned, for **an** employee to work **from** 6:00 a.m. until 2:00 p.m. for **the** purpose of **servicing** vehicles and machines. It is agreed that this employee shall receive pay calculated at regular rates for an eight **(8)** hour **shift**.

17. RCMP Information Officer

Information Officers in the RCMP Detachment shall work a ten (10) hour **shifting** arrangement to provide adequate service to the public while **maintaining** efficiency of operation. Amendments to this arrangement **shall only** occur after discussion with the Union.

It is agreed that for as long as the ten (10) hour **shifting** arrangement is required, the following conditions will apply:

- (a) There will be two (2) ten (10) hour shifts:

7:30 a.m. to 5:30 p.m.

12:00 noon to 10:00 p.m.

- (b) The **shifts** will usually be composed of:

4 days on; 4 days off

3 days on; 1 day **off**; 2 **days** on; 4 days off

in **a** cyclical manner averaging a thirty-five (35) hour week.

- (c) A seventy-five cents (~~75¢~~) **shift** premium **will** be paid from 6:00 p.m. to 10:00 p.m. (because of the later starting time).
- (d) The incumbent will be entitled to a total of one and one-half (1½) hours in breaks (lunch, coffee) during each ten (10) hour **shift**.
- (e) Sick time and vacation time will be computed in hours, i.e. eighteen **(18)** sick leave days **x** the average of seven (7) hours per day = one hundred and twenty-six (126) hours, and fifteen (15) vacation days **x** the average of seven (7) hours per day = one hundred and five (105) hours.

SCHEDULE "C" (cont'd)

Page 8

- (f) Effective 1997 May 26, statutory holidays will be taken as they occur unless there is mutual agreement between the Supervisor and the employee to **bank** statutory holidays. Time off in lieu **is** to be taken at a time which is mutually agreed between **an** employee and the Supervisor and must be taken prior to December 31st **of** that year.

18. Recreation Programmers

Recreation Programmers **will** be given the option of **presenting** to their Supervisors, by 5:00 p.m. on the Wednesday prior to each two week pay period, a schedule which, if accepted, will be implemented. This Programmer-drafted schedule will **identify** twenty, four **(4)** hour blocks which the Programmers propose to work during the following fourteen day period.

Where there is no agreement on the schedule, the employees' hours shall be established by the exempt supervisory staff in accordance with item #20 of Schedule "C". The construction of these **work** schedules are not intended to create increased costs to the Employer.

No overtime benefits **will** be awarded to staff for any work performed within the above mentioned twenty block schedule. However, if **an** employee **is** required to work any additional hours during the fourteen day period, overtime **will** be awarded at the normal remuneration as covered by the Agreement.

All sick time, vacation and emergency leaves etc. will be deducted from the employee's entitlements as per the schedule actually approved and implemented.

19. Recreation Programmer

The Corporation and the Union recognize that the rate of pay for Recreation Programmers takes into account the requirement to work an eight **(8)** hour shift with flexible and irregular hours. The regular working day shall be eight **(8)** consecutive hours between 6:00 a.m. and 11:00 p.m. The employees shall be required to work a five **(5)** day week - not necessarily Monday - Friday, shall receive two **(2)** consecutive days off each week and shall be entitled to compensation **as** per the Collective Agreement.

20. Court Liaison/Reader

The normal hours of work for the Court Liaison position shall be Monday to Friday from 7:00 a.m. to 3:00 p.m. with a one-half (½) hour unpaid lunch break. The normal hours of work for the Reader positions shall be Monday to Friday **from** 7:30 a.m. to 3:30 p.m. with

SCHEDULE "C" (cont'd)

Page 9

a one-half (½) hour unpaid lunch break. Employees may be required to work a seven and one-half (7½) shift with a one-half (½) hour lunch break.

In the event of a work stoppage the incumbent performing the ~~Court~~ Liaison function shall be considered an essential service and continue to have full access to the facilities.

21. Property Negotiator

The Corporation and the Union recognize that the rate of pay for the classification of Property Negotiator is based on an eight (8) hour ~~shift~~ and takes into account shift and weekend premium pay ~~as~~ may be required under the Agreement. The Corporation ~~and~~ the Union also recognize that the position is required to work flexible and irregular hours not exceeding a maximum of ten (10) hours on a regular working day. The regular working day shall be between 7:00 a.m. and 10:00 p.m. and the regular working week shall consist of four (4) days per week not necessarily Monday - Friday. Two (2) consecutive days ~~off~~ shall be provided and any overtime worked (beyond ten (10) hours on a daily basis or beyond forty (40) hours on a weekly basis) shall be paid ~~as~~ per the Collective Agreement. These same conditions would apply if the position was eventually increased to regular full-time status.

22. Arena Facility Worker II - Aldergrove

Effective 1997 May 26:

The following ~~shifts~~ shall constitute the regular hours of work from August until April for this position:

Monday, Tuesday	6:30 a.m. - 3:00 p.m.
Wednesday, Thursday	1:30 p.m. - 10:00 p.m.
Friday	1:30 p.m. - 10:00 p.m.

The following ~~shifts~~ shall constitute the regular hours of work for May, June and July for this position:

Monday, Tuesday	7:30 a.m. - 4:00 p.m.
Wednesday, Thursday	1:30 p.m. - 10:00 p.m.
Friday	1:30 p.m. - 10:00 p.m.

~~This~~ position shall be eligible for a seventy-five cent (75¢) ~~shift~~ differential being paid on hours worked on the night shift (commencing at 7:00 p.m. and concluding at 7:00 a.m.) where no other premium is applicable.

SCHEDULE "C" (cont'd)

Page 10

The rate of pay for a Facility Service Worker II takes into account the requirement to work an eight (8) hour shift.

23. Block Watch Coordinator

Effective 1997 May 26, the Employer and Union recognize that the rate of pay for the classification of the Block Watch Coordinator is based on a seven (7) hour ~~shift~~, thirty-five (35) hours per week, and takes into account ~~shift~~ and weekend premium pay as may be required under the Agreement. The Employer and the Union also agree that the position is required to work flexible and irregular hours. Employees shall be entitled to two (2) consecutive days of rest within a one (1) week period and any overtime worked (beyond seven (7) hours on a daily basis or beyond thirty-five (35) hours on a weekly basis) shall be paid as per overtime in the Collective Agreement.

24. Fire Training Officer

Effective 1997 May 26, the Employer and the Union recognize that the rate of pay for the classification of Fire Training Officer is based on an eight (8) hour ~~shift~~ and takes into account ~~shift~~ and weekend premium pay as may be required under the Agreement. The Employer and the Union also recognize that the position is required to work flexible and irregular hours not exceeding a maximum of ten (10) hours on a regular working day. The regular working day shall be between 7:00 a.m. and 10:00 p.m. and the regular working week shall consist of five (5) days per week, not necessarily Monday - Friday. Two (2) consecutive days off shall be provided and any overtime worked (beyond ten (10) hours on a daily basis or beyond forty (40) hours on a weekly basis) shall be paid as per the Collective Agreement.

SCHEDULE "D"HOURLY RATES OF PAY1997 January 01 - 1999 December 31

<u>Position Classification</u>	<u>1997 Jan. 01 to Dec. 31</u>	<u>1998 Jan. 01 to Dec. 31*</u>	<u>1998 July 01 to Dec. 31**</u>	<u>1999 Jan. 01 to Dec. 31</u>
A. <u>Parks and Recreation Workers</u>				
Recreation Worker 1	9.94	10.04		10.14
Recreation Worker 2 - (1)	10.67	10.78		10.89
- (2)	11.13	11.24		11.35
- (3)	11.63	11.75		11.87
Recreation Worker 3 - (1)	12.77	12.90		13.03
- (2)	13.26	13.39		13.52
- (3)	13.74	13.88		14.02
Recreation Worker 4 - (1)	13.50	13.64	13.89	14.03
- (2)	13.97	14.11	14.39	14.53
- (3)	14.46	14.60	14.90	15.05
Recreation Worker 5 - (1)	14.18	14.32	15.15	15.30
- (2)	14.47	14.61	15.66	15.82
- (3)	15.49	15.64	16.16	16.32
B. <u>Arena Employees</u>				
Concession Worker 1	step 1 9.94	Step 1 10.04		Step 1 10.14
	Step2 10.30	Step2 10.40		Step2 10.50
Concession Worker 2	12.07	12.19		12.31
Skate Patrol 1	9.94	10.04		10.14
Skate Patrol 2	10.42	10.52		10.63
Skate Shop Attendant	9.94	10.04		10.14
Skate Sharpener	10.67	10.78		10.89
Ticket Seller	11.36	11.47		11.58
Lounge Attendant	12.77	12.90		13.03

Notes:

Schedule "D" employees, where applicable, will receive *salary* increments in the **same** manner as Schedule "A" employees.

* Except Recreation Worker 4 and Recreation Worker 5

** Only Recreation Worker 4 and Recreation Worker 5

SCHEDULE "E"

1991-1993 NEGOTIATIONS

Effective 1992 August 31, the following was agreed to between the Corporation and the **Union**:

Regional Pay Plan Consistencies

By agreeing to the adjustments **as** set forth in Appendix "B" of the Memorandum of Agreement dated 1992 August 18, the Corporation and the Union agree that, effective 1992 August 31:

- (a) the Schedule "A" review is now complete and any appeals, including those related to (b) below, and grievances related to the review are deemed abandoned;
- (b) employees who had formally submitted a reclassification request which was accepted by the Corporation shall receive retroactivity based on the date the request was received in the Personnel Department. All other employees will receive Schedule "A" adjustments in accordance with paragraph 3;
- (c) the 5-step incremental system used in the Region is adopted with matching time frames between incremental steps and such incremental steps shall be administered in the same manner **as** the Region;
- (d) employees who are at the top step of their Langley pay grade prior to 1992 July 01 and who **are** moved **onto** the Regional Pay Plan in which there are still incremental steps available, shall serve the **full** period of time (e.g., 6 months or 1 year, **as** the case may be) before being eligible for consideration for the next incremental step in the Regional Pay Plan;
- (e) those employees not at the top step of their Langley pay grade prior to 1992 July 01 **shall** be credited with the hours worked toward their eligibility for the next increment on the Regional Pay Plan;
- (f) the current job descriptions/class specifications are adopted and where they don't exist Regional class specifications shall apply.

SCHEDULE "F"

TEMPORARY, AUXILIARY AND INCENTIVE EMPLOYEES - HOURS OF WORK AND OVERTIME

Notwithstanding Article 5.2, the Employer and the Union agree **as** follows:

Daily Hours

The daily hours of part-time staff shall be based on the length of the work day for full-time staff occupying the same classification (for example, the Clerk Typist 2 classification is based on a seven (7) hour day, the Information Officer classification is based on a ten (10) hour day, and the Telecommunications Operator classification is based on a twelve **(12)** hour day. Where there **are** part-time classifications with no full-time equivalent, the hours of work would continue to be eight **(8)** hours per day (e.g., Schedule "D" classifications).

Daily Overtime

Daily overtime shall be in accordance with Article 8.1 (subject to Daily Hours referenced above), such that the first two (2) hours of daily overtime are paid at one and one-half times **(1½X)** the rate for the classification in which the employee is working at the time, and double time **(2X)** for all hours worked thereafter.

Weekly Overtime

Any overtime hours worked in excess of forty **(40)** hours in a week would be paid at one and one-half times **(1½X)** for the first two (2) hours, and double time **(2X)** for weekly overtime hours worked thereafter. It being understood that any hours for which overtime was paid on a daily basis would be excluded from the calculation with respect to weekly overtime (i.e., no double counting of hours for which overtime has already been paid).

For those employees who work on a compressed work week schedule, weekly overtime shall not be paid until such time as an employee has worked in excess of a Regular Full-Time Employee's weekly **shift**.

For purposes of the weekly overtime computation the last hours worked in the work week **shall** be those considered for determining the rate used in computing any overtime owed.

Work Week

For purposes of this Agreement, the work week shall be defined as Friday midnight to Friday midnight in order to facilitate operational, scheduling, and payroll calculations.

LETTER OF UNDERSTANDING

between the

TOWNSHIP OF LANGLEY
(hereinafter called "the Employer")

and the

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

RE: MECHANIC APPRENTICESHIP PROGRAM

This Letter will serve **as** a Letter of Understanding between the Township of Langley and CUPE Local 403 in regards to **an** Apprenticeship Plan for the Mechanic Shop in the Engineering Department.

Both the Corporation and the Union have agreed to the following in respect to **an** Apprenticeship Program.

Terms and Conditions

1. Apprentices may be indentured under the provisions of the APPRENTICESHIP **ACT** of the Province of B.C. only in the Mechanics Shop of the Engineering Department.
2. A minimum of one (1) apprentice may be employed, provided however, the Director of Engineering may increase the number of apprentices if in **his** opinion such adjustment is warranted.
3. All vacancies for apprentice positions shall be posted as per Article 13.1 of the current Collective Agreement.
4. **All** candidates for the Apprenticeship Program shall have completed **an** applicable **six** (6) month program prior to our Program.
5. All apprentices shall be required to successfully complete a six (6) month probationary period **as** an apprentice. Upon successful completion of the probation period, **an** apprentice shall be credited with six (6) months of apprenticeship service.

6. Apprentices who were employed with the Township at the time of their acceptance **as** apprentices and who had seniority shall be entitled to exercise such seniority in the event that:
 - (a) they fail to complete the probationary period as an apprentice for any reason;
 - (b) they fail to fulfill the terms of their apprenticeship contract.
7. Apprentices shall be paid not less than the rate of pay of Labourer 1 and up to 90% of the mechanic's rate of pay depending upon the level obtained in the Apprenticeship **Program**. (see attached schedule)
8. **An** apprentice who has served time **as** an apprentice with a former Employer may be placed at a level consistent with their practical experience and theoretical **knowledge**, subject to the approval of the Apprenticeship Branch, Ministry of Labour for the Province of B.C. It is understood that time served with the former Employer shall not be considered in calculation of seniority.
9. Apprentices who are employed with the Township shall be paid the difference between their regular rate of pay and the allowances granted by Labour Canada and Employment and Immigration Canada while they are attending courses set by **a** training authority acceptable to the Director of Engineering during each year of their apprenticeships. The payment shall be made for **only** one course of apprenticeship completion and certification. No payment shall be made to an apprentice for repetition of **a** course occasioned by his failure to pass an examination.
10. **An** apprentice failing an examination acceptable to the Director of Engineering or the Apprenticeship Branch shall be permitted to repeat the examination once only at the next available examination period, if **his** superintendent considers the apprentice's in-shop performance adequate. In the event that the apprentice fails the examination a second time, the "apprenticeship" may be terminated at the discretion of the Director of Engineering.
11. Every apprentice shall be bound by **all** the provisions of the Collective Agreement between the Township and CUPE 403 prevailing from time to time, provided however that:
 - (a) where the provisions of the Collective Agreement between the Township and the Union are inconsistent with the provisions of the apprentice's contract of apprenticeship and/or the provisions of this Schedule, then the provisions of the apprenticeship contract and/or this Schedule shall supersede the provisions of the Collective Agreement to the extent of such inconsistency;

- (b) this Schedule and the contracts of apprenticeship entered into pursuant to this Schedule shall be governed by the provisions of the Apprenticeship Act.
12. Every apprentice who has obtained a certificate of proficiency or a certificate of apprenticeship in his designated trade under the Act and for whom no journeyman's position is immediately open in the Garage shall, subject to availability of work, be retained on staff for a maximum of six (6) months at the final step of the appropriate apprentice pay scale as provided in his contract of apprenticeship; and after expiration of the said six (6) month period, the Township shall have no obligation to continue his employment.
 13. Where ~~an~~ apprentice is absent from work ~~by~~ reason of sickness or injury, the term of such apprentice's contract shall be extended accordingly, PROVIDED that such extension shall not exceed six (6) months in duration without the approval of the Director of Engineering.
 14. Every journeyman taken on staff shall be required to have a B.C. Certificate of Qualification and a B.C. Certificate of Apprentice or either certificate in the designated trade as required by the Act.
 15. No provision of this Schedule shall infringe upon or limit the Township's right to hire, discharge or layoff employees.
 16. For the purpose of layoff or bumping, the provision of Article 15.1 shall be in effect.
 17. This Letter shall cease being effective upon thirty (30) days written notice by either the Corporation or the Union.

SIGNED FOR THE CORPORATION OF
THE TOWNSHIP OF LANGLEY:

"M. Zora"

MIKE ZORA

DIRECTOR OF HUMAN RESOURCES

SIGNED FOR THE CANADIAN UNION
OF PUBLIC EMPLOYEES, LOCAL 403:

"J. Reece"

JOANNE REECE

PRESIDENT, CUPE 403

LETTER OF UNDERSTANDING

between the

TOWNSHIP OF LANGLEY
(hereinafter called "the Employer")

and the

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

RE: COLLECTIVE AGREEMENT APPLICATION - TEMPORARY FULL-TIME AND
AUXILIARY EMPLOYEES

Effective 1995 July 20:

The following terms and conditions of the Agreement shall apply to Temporary Full-Time and Auxiliary Employees:

Part A

Article 1	Term
Article 1.1	Continuation Conditions
Article 2.1	Management
Article 3.1	Employer
Article 3.2	Exclusions
Article 3.3	Agreement in Conflict
Article 4.1	Membership
Article 4.2	Dues & General Assessments
Article 4.3	Check-Off
Article 4.4	Union Dues Receipt
Article 4.5	Indemnification Notification
Article 4.6	Status Change (notification of hiring only)
Article 5.1	Definitions
Article 6.1	Wage Schedules (rates of pay)
Article 6.2	Pay Days
Article 6.4	Equal Pay
Article 6.5	Trailer Premium
Article 6.6	Meal Premium (provided the employee has worked a full shift, i.e. 7 or 8 hours and not just a part shift)
Article 6.7	Dirty or Hazard Pay

Letter of Understanding - Collective Agreement Application (cont'd)

Page 2

Article 6.8	First Aid Premium
Article 6.9	Car Allowance
Article 6.10	Horticulture Certificate
Article 6.11	Education Allowance
Article 7.1	Schedule "A" - Hours of Work - Employees would work the same length of day and have the same lunch break if scheduled for a full shift but no restrictions on the time of day or days of the week.
Article 7.2	Schedule "B" - Hours of Work - Employees would work the Same length of day and have the same lunch break if scheduled for a full shift but no restrictions on the time of day or days of the week.
Article 7.4	Rest Periods - Employees would have the same rest periods but would have to work a minimum of four (4) hours on a shift to qualify for a scheduled rest period.
Article 7.6	Other Shift Arrangements - Employees working in classifications assigned to Schedule "C" would assume the length of work day, lunch hours and shifts of full-time employees providing they were hired for a full shift . Otherwise they would be covered by 7.1, 7.2 and 7.3 above.
Article 8.3	Callout - See Part B
Article 9.5(a)	Employee Benefits
Article 12.2	Bereavement Leave - See Part B
Article 12.3	Jury Duty - See Part B
Article 12.4(a)	Maternity and Parental Leave
Article 12.4(b) (1), (2), (3), and (6)	
Article 12.4(b) (4), and (5)	Would recognize that given the casual nature of the employment, work may not automatically be available even though the employee has given notice that she is available to return to work.
Article 12.4(c)	The employees previous rate of pay would be recognized (including any previous increments already earned) if work was available in the employees previous classification.
Article 12.5	Local Union Business
Article 12.6	Other Union Business
Article 12.7	Negotiating Committee
Article 12.8(a)	Negotiations
Article 12.10	Union Business During Working Hours
Article 17.1-17.3 and 17.8-17.10	Grievance Procedure - would apply but it is agreed that the Township has an unrestricted right to discontinue offering work to or terminating the service of temporary and auxiliary employees based on its view of the employees suitability for employment and operational requirements.

Article 19.4, 19.5, Special Provisions
19.9, 19.11

Article 21 Labour Management Relations

Part B

In addition to the applicable terms and conditions referred to in **Part A**, the following provisions also apply to Auxiliary Employees:

1. Shift Differential

Auxiliary Employees shall be entitled to **shift** premiums on the same basis **as** regular staff providing they were **filling** in for a regular employee who was temporarily absent from their position and provided the regular employees were occupying those classes for which **shift** differential applies.

2. Callout

Auxiliary Employees are eligible for callout provided the employee **has** completed **a full shift**, e.g., 7 or 8 hours **as** appropriate, and is called and required to return to work prior to the expiration of a **full** eight (8) hour rest period.

Note: Except as noted above, being called and offered additional work under **any** circumstances is not deemed to be a callout.

3. Leaves

(a) Bereavement Leave

Auxiliary Employees shall be entitled to three (3) full days off **work** with pay for the hours they were prescheduled to work **during** that three day period.

(b) Jury Duty

Auxiliary Employees shall be entitled to **Jury Duty** Leave and the employee's pay shall be maintained for any hours prescheduled during the period of the leave.

SIGNED FOR THE CORPORATION OF
THE TOWNSHIP OF LANGLEY:

SIGNED FOR THE CANADIAN UNION
OF PUBLIC EMPLOYEES, LOCAL **403**:

"M. Zora"

MIKE ZORA

DIRECTOR OF HUMAN RESOURCES

"J. Reece"

JOANNE REECE

PRESIDENT, CUPE 403

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")

RCMP CIVILIAN STAFF' - TRAINING

Whereas the Corporation and CUPE 403 have agreed to implement a revised process with respect to the rescheduling of training **shifts** for RCMP civilian staff, both parties hereby agree that the following provisions and procedures shall be used when amending established **shift** schedules.

A. Training - Attendance Required

Where the Corporation requires RCMP civilian staff to attend at training courses and such training requires an amendment to the **shift** schedule of one or more employees, the Civilian Supervisor will advise the affected employees of the need for a **shift** change thirty (30) calendar days in advance of the commencement of training. The Civilian Supervisor and each affected employee shall, thereafter, attempt to reach a mutually acceptable shift arrangement. Failing agreement, the Civilian Supervisor shall 'make the reassignment of hours (**shift** change) and provide a minimum of seven (7) calendar days' notice to affected employees. **Shift** changes for training purposes may be made with fewer than seven (7) calendar days but only with the consent of the affected employee(s).

Where such a shift change is made, the affected employees shall be entitled to receive their full regular pay (including **shift** differential) for all hours that would normally have occurred during that period had the schedule not been modified. For example, if a Telecommunication Operator was scheduled to work two twelve (**12**) hour days and two twelve (12) hour night **shifts** for a total of forty-eight (**48**) hours, and the schedule ~~was~~ changed to provide two twelve (**12**) hour day **shifts**, one twelve (**12**) hour night **shift**, and one eight (8) hour training **shift** for a total of forty-four (**44**) hours, the employee would be entitled to forty-eight (**48**) hours of pay at straight-time rates plus any **shift** differential that would normally have occurred had one of the night **shifts** not been amended.

If the seven (7) calendar day minimum notice period is not provided or a shorter period consented to by the employee, the employee shall be entitled to overtime for the hours

actually worked on his/her normal day of rest. In the above, **example**, the affected employee would be entitled to regular pay **for** the three (3) twelve hour **shifts** and **sixteen** hours for the training **shift for** a total **of fifty-two (52)** hours of pay plus any **shift** differential that would normally have occurred had one of the night **shifts** not **been** amended.

If, **as** a result of any such **shift** change, an employee actually works in excess of their normally scheduled hours in a pay period, the employee shall be entitled **to** overtime compensation as per the Collective Agreement.

B. Training - Attendance Optional

The Corporation and the **Union** recognize that voluntary training **is** at the discretion of the Corporation whether on **an** unpaid **basis** or paid for at straight-time rates for hours actually involved in the training. However, where the Corporation makes voluntary training available to employees and such training **is** on a paid basis, the Corporation **will** offer such training as **follows**. Employees who are not on **shift** at the time of the training will only be paid for the hours actually spent in the training. In most cases, this **will** involve an eight (8) hour shift rather than the normal twelve (12) hour **shift** configuration. Similarly, employees who are scheduled to work but elect to take voluntary training will only be **paid for** the hours actually spent in the training. They will, however, be able to use banked statutory holiday time, overtime or vacation time to cover off the difference between the hours spent in training and those they were normally scheduled to work. Alternatively, the Civilian Supervisor will attempt to make it possible **for** an employee to work part of their **shift** and have the balance of the shift covered through auxiliary replacements (if operationally warranted) in order to provide the employee with **an** additional option to maintain **full** pay.

The above provisions and procedures are agreed to on a “without prejudice” basis to the interpretation **of** the provisions of Schedule “C” of the Collective Agreement governing shift changes for RCMP civilian staff.

This Agreement shall be effective the date of ratification of the Memorandum of Agreement.

Letter of Understanding - RCMP Civilian Staff - Training (cont'd)

Page 3

Agreed to this 2 day of May, 1997.

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

"M. Zora"

MIKE ZORA
DIRECTOR OF HUMAN RESOURCES

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

"J. Reece"

JOANNE REECE
PRESIDENT, CUPE 403

LETTER OF UNDERSTANDING

between the

1. OF THE OF LANGLEY
(her called ")

and the

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

JOB SHARING

Whereas the Township of Langley and CUPE Local 403 intend to establish a **formal job sharing** agreement and whereas the parties agree that job **sharing** is not a right of employees but **an** accommodation that may be made to establish an alternative work **arrangement** enabling two employees to fill a single position, the parties hereby agree that the following shall govern individual agreements approved on behalf of employees.

- A “Job Sharing Arrangement” refers to a specific written agreement setting out the names of the participants, the position to be shared, how the duties will be divided, and the terms and conditions which shall apply if the arrangement **is** to be approved. The written agreement shall be signed off by the Director of Human Resources, CUPE Local 403, and the affected employees.
- No “Job Sharing Arrangement” shall be considered or continued which conflicts with the terms of the Collective Agreement, creates significant operational difficulties, service delivery issues or administration complications, or adversely impacts directly on the rights **of** other employees.
- Participation of employees in a Job Sharing Arrangement shall be voluntary.
- Participation shall be limited to Regular Full-Time and Regular Part-Time Employees who have completed their probationary period and are considered **by** the Township to be qualified and capable **of** undertaking the work **of** the position proposed for job sharing.
- Participation in any **Job** Sharing Arrangement shall normally be arranged from within the **same** classification. No employee shall attain **a** promotion through the approval of a job sharing arrangement although **an** employee may voluntarily accept a demotion in order to participate **in** job sharing.

Letter of Understanding - Job Sharing (cont'd)

Page 2

- Employees wishing to establish a Job Sharing Arrangement must submit a written proposal to management and the Union outlining the **reasons** for the arrangement, its feasibility, **and** operating details necessary to implement it, such **as**: start date, days and hours worked, absence coverage, and sharing of responsibilities.
- Shared positions shall be treated in all respects **as** though they were single positions with regard to scheduling and job descriptions.
- Where a Job Sharing Arrangement **has** been approved for implementation by the Township, the operating division shall have a trial period of up to **sixty** (60) working days to determine whether the job sharing agreement is workable.
- A regular full-time vacancy created **as** a result of a Job Sharing Arrangement shall be posted in accordance with the provisions of Article 13.1 of the Collective Agreement although nothing in this Letter of Understanding shall obligate the Township to post and **fill** positions which **are** not required. The operating division may, however, delay the **final** appointment to a job sharing vacancy until such time **as** the trial period has successfully concluded.
- A work schedule will be set out in advance showing days, hours or shifts to be worked by the Job Sharing partners.
- During the period of the Job Sharing Arrangement, the accumulation of sick leave, vacation and statutory holiday time shall be pro-rated based on the schedule of hours agreed upon for the participants. Previously accumulated banked vacation, statutory holiday time, sick leave and overtime will not be affected.
- Job Sharers shall accumulate seniority **on** the basis of hours worked.
- Job Sharers shall earn increments based on the accumulation of hours equivalent to that of a full-time employee occupying the same classification.
- Job Sharing partners shall continue to be entitled to full coverage under the Health and Welfare benefits such **as** medical, dental, extended health, and group life insurance, but shall **be** responsible for the additional benefit premium costs associated with the Township employing two employees in one position.
- Employees engaged in a Job Sharing Arrangement may work up to the normal weekly hours of work associated with their classification (i.e., 35, 37½, 40 or 42 hours per week) in order to meet the hours specified for the Job Sharing Arrangement and/or to provide sick leave coverage or vacation relief for their partner or to assist occasionally in work overload situations. In doing so, their regular hours of work shall continue to be governed by Article 7

of the Collective Agreement and the employees shall be entitled to the daily overtime rates ~~set~~ out in Article 8.1 for any ~~shifts~~ so scheduled. The intent, however, is not to have job ~~sharing~~ partners working full-time hours on a regular or continuous basis. Job Sharers shall not be entitled to bid on additional regular part-time positions or work in additional auxiliary capacities in order to augment their Job Sharing Arrangement.

- A Job Sharing Arrangement may be terminated upon **sixty** (60) working days' written notice for the following reasons:
 - (a) the employment of a Job Sharing partner terminates, or
 - (b) a party to the arrangement applies for a vacancy and is appointed, or
 - (c) service delivery issues or administrative complications for the Township.

Nothing in this Letter of Understanding shall require the Township to continue a position which is no longer required nor shall it limit the rights of the Township pursuant to Article 2.1 of the Collective Agreement.

- Where notice to terminate a Job Sharing Arrangement has been given because of one partner terminating, the remaining partner may use the **sixty** (60) day notice period to locate a qualified and capable individual to continue the Job Sharing Arrangement. If **after sixty** (60) days a suitably qualified individual cannot be found, the remaining partner will become the regular full-time incumbent or the position will be posted if the remaining partner elects to resign rather than to accept the increase in hours.
- Given that job sharing is an accommodation and not a right under the Collective Agreement, conflicts arising from the interpretation or application of Job Sharing Arrangements shall not be considered **as** grievances and shall, instead, be subject to discussion between the Township of Langley and CUPE Local 403 as part of the Labour/Management Committee.
- The parties recognize that Regular Full-Time and Regular Part-Time Employees engaged **in an** approved Job Sharing Arrangement shall, except **as** modified herein, be considered **as** regular employees for application of the Collective Agreement.

This Agreement shall be effective from the date of signing.

Letter of Understanding - Job Sharing (cont'd)

Page 4

Agreed to this 2nd day of May, 1997.

Signed for the Corporation of the Township
of Langley:

"M. Zora"

Mike Zora
Director of Human Resources

Signed for the Canadian Union of Public
Employees', Local 403:

"J. Reece"

Joanne Reece
President, CUPE Local 403

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")**WITNESSETH**

The Employer and the Union agree to meet during the term of the agreement to discuss issues surrounding the concept of Telecommuting and to try and agree on a Letter of Understanding containing the Terms of Reference for such an arrangement.

**BARGAINING REPRESENTATIVES FOR
THE EMPLOYER**

"M. Zora"

**BARGAINING REPRESENTATIVES FOR
CUPE LOCAL 403:**"J. Reece" 