

2003 - 2006

COLLECTIVE AGREEMENT

between

THE CORPORATION OF THE TOWNSHIP OF LANGLEY

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 403

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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	5
	4.5: Indemnification Notification.....	5
	4.6: Status Change.....	5
5	<u>EMPLOYMENT DEFINITIONS</u>	5
	5.1: Definitions.....	5
	5.2: Status.....	6
6	<u>WAGES, SALARIES AND PREMIUMS</u>	6
	6.1: Wage Schedule.....	6
	6.2: Pay Days.....	6
	6.3: Hourly Rates	6
	6.4: Equal Pay	6
	6.5: Trailer Premium.....	6

INDEX (cont'd)

<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.....	7
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:	Schedule "C" – Non-Standard Hours and/or Non-Standard Work Weeks.....	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>	12
9.1:	Medical Services Plan.....	12
9.2:	Extended Health.....	12
9.3:	Dental.....	12
9.4:	Group Life.....	13
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.....	14
9.9:	Extended Sick Leave.....	14
9.10:	Sick Leave Reimbursement	15
9.11:	Retirement and Sick Leave Payout	15
9.12:	Death Benefit	15

INDEX (cont'd)

<u>ARTICLE</u>		<u>PAGE</u>
9	<u>EMPLOYEE BENEFITS</u> (cont'd)	
	9.13: Retirement.....	15
	9.14: Pension.....	16
10	<u>VACATIONS AND HOLIDAYS</u>	16
	10.1: Vacations.....	16
	10.2: Vacation Upon Termination	16
	10.3: Scheduling of Vacation.....	17
	10.4: Use of Vacation Entitlement.....	17
	10.5: Advanced Vacation Payment.....	17
	10.6: Interrupted Vacation	17
	10.7: Illness During Vacation	18
	10.8: Overpayment Adjustment	18
	10.9: 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
	11.4: Employees Working Non-Standard Hours of Work	19
12	<u>LEAVES OF ABSENCE</u>	19
	12.1: Application for Leaves of Absence.....	19
	12.2: Bereavement.....	19
	12.3: Jury or Court Duty	19
	12.4: Maternity and Parental Leave	20
	12.5: Local Union Business	23
	12.6: Other Union Business	23
	12.7: Negotiations	24
	12.8: Meetings and Banking	24
	12.9: No Union Business During Working Hours	24
	12.10: Union Leave.....	24
13	<u>PROMOTIONS</u>	25
	13.1: Job Postings	25
	13.2: Information on Postings.....	25
	13.3: Advertising.....	25
	13.4: Recognition of Seniority	25
	13.5: Method of Making Appointments.....	26
	13.6: Trial Period	26

INDEX (cont'd)

<u>ARTICLE</u>		<u>PAGE</u>
14	<u>SENIORITY</u>	26
	14.1: Probation Period.....	26
	14.2: Definition	26
	14.3: Calculation	27
	14.4: Backdating Service	27
	14.5: Auxiliary and Temporary Full-Time Employees - Seniority	27
	14.6: Seniority List.....	27
	14.7: Loss of Seniority	28
	14.8: Resignation and Re-employment	28
	14.9: Historic Benefits	29
15	<u>LAYOFF AND RECALL AND SEVERANCE PAY</u>	29
	15.1: Layoff and Recall	29
	15.2: Seniority During Layoff	30
	15.3: Severance Pay	30
16	<u>TEMPORARY WORKING CONDITIONS</u>	31
	16.1: Conditions of Transfers.....	31
	16.2: Temporary Transfer	32
	16.3: Exempt Transfer.....	32
17	<u>GRIEVANCE PROCEDURE</u>	32
	17.1: Grievance Investigation	32
	17.2: Grievance Steps	32
	17.3: Arbitrator's Jurisdiction.....	34
	17.4: Adverse Report	34
	17.5: Dismissal and Suspension - Remedy	34
	17.6: Dismissal and Suspension - Impact on Benefits	35
	17.7: Dismissal and Suspension - Union Representation	35
	17.8: Accelerated Procedure	35
	17.9: Time Limits.....	35
	17.10: Single Arbitrator	35
	17.11: Optional Grievance Investigation Procedure	35
18	<u>CLASSIFICATIONS</u>	37
	18.1: Establishment of Classes and Rates.....	37
	18.2: Job Descriptions.....	37
	18.3: New Classifications	37
	18.4: Classification Appeal Procedure.....	38
	18.5: New Equipment	40

INDEX (cont'd)

<u>ARTICLE</u>		<u>PAGE</u>
19	<u>SPECIAL PROVISIONS</u>	40
	19.1: Tools	40
	19.2: Insurance - Tools and Equipment	41
	19.3: Clothing.....	41
	19.4: Bulletin Boards	41
	19.5: Picket Line	41
	19.6: Legal Counsel	41
	19.7: Collective Agreement	42
	19.8: Calendar Year	42
	19.9: Employee Status Change	42
	19.10: Extensions	42
	19.11: Sexual Harassment.....	42
20	<u>TECHNOLOGICAL CHANGE</u>	42
21	<u>LABOUR MANAGEMENT RELATIONS</u>	43
	21.1: Labour Management Committee	43
	21.2: Discussions	43
	21.3: Number of Representatives.....	43
	21.4: Notice of Representatives	43
	21.5: Assistance of the National Representative.....	44

SCHEDULES

<u>SCHEDULE "A"</u>	Inside Division - 2003 January 01 - 2006 December 31: Position Classifications	45
	Hourly Rates of Pay - 2003 January 01 - 2006 December 31	49
<u>SCHEDULE "B"</u>	Outside Division	53
	Hourly Rates of Pay	55
<u>SCHEDULE "C"</u>	Special Classifications	57
<u>SCHEDULE "D"</u>	Parks & Recreation Workers and Arena Employees - Hourly Rates of Pay	67
<u>SCHEDULE "E"</u>	1991-1993 Negotiations.....	68

INDEX (cont'd)

	<u>PAGE</u>
<u>SCHEDULE "F"</u> Temporary, Auxiliary and Incentive Employees - Hours of Work and Overtime.....	69
<u>LETTER OF UNDERSTANDING</u> Re: Mechanic Apprenticeship Program	70
<u>LETTER OF UNDERSTANDING</u> Re: Collective Agreement Application - Temporary Full-Time and Auxiliary Employees.....	73
<u>LETTER OF UNDERSTANDING</u> Re: RCMP Civilian Staff - Training	77
<u>LETTER OF UNDERSTANDING</u> Re: Job Sharing.....	80
<u>LETTER OF UNDERSTANDING</u> Re: Standby List for Christmas/New Years for Sanding/Plowing	84
<u>LETTER OF UNDERSTANDING</u> Re: Spare Lists	86
<u>LETTER OF UNDERSTANDING</u> Re: Facility Service Worker I Shifts for Parks Operations	88
<u>LETTER OF UNDERSTANDING</u> Re: Afternoon/Graveyard Shifts – Parks and Engineering	90
<u>LETTER OF UNDERSTANDING</u> Re: Grant Student Employment	92
<u>LETTER OF UNDERSTANDING</u> Re: Posting Provisions	93

THIS AGREEMENT made and entered into this 1st day of January, in the year Two Thousand and Three.

BETWEEN THE:

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

PARTY OF THE FIRST PART

AND THE:

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 2003, and shall remain in force and be binding upon the Corporation and the Union until the 31st day of December 2006, 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:

Administrator	Manager, Design & Construction
Administrative Manager	Manager, Development Planning
Approving Officer/Senior Planner	Manager, Divisional Services
Assistant Chief Fire Prevention	Manager, Engineering Business Support
Assistant Chief Operations	Manager, Engineering Planning
Assistant Manager of Corporate Admin.	Manager, Finance
Assistant Parks Manager	Manager, Financial Services
Assistant Utilities Manager	Manager, GIS
Building Maintenance Supervisor	Manager, Human Resources
Chief Inspector	Manager, Long Range Planning
Chief Training Officer	Manager, Operations
Crime Prevention/Victim Services Sup.	Manager, Parks Design and Develop-
Development Engineer	ment
Director, Engineering	Manager, Parks Operations
Director, Finance and Corporate	Manager, Permits, Licensing and
Services	Inspection Services
Director, Parks and Recreation	Manager, Property Services
Director, Planning and Development	Manager, Purchasing Services
District Fire Chiefs	Manager, Roads and Drainage
Drafting and Survey Manager	Manager, Utilities Operations
Equipment Supervisor	Manager, Water Resources & Environ-
Executive Assistant/Executive Secretary	ment
Administration	Municipal Collector
Executive Secretary – RCMP	Office Services & Comms & Records
Fire Chief	Sup.
Heritage Services Assistant	Operations Maintenance Supervisor
Human Resources Advisor	Project Coordinator
Human Resources Assistant	Project Engineer
Hydrogeologist	Research and Planning Engineer
Manager, Accounting Operations	Risk Manager
Manager, Administration (Office	Roads & Drainage Design Engineer
Manager)	Safety Advisor
Manager, Administration, Parks &	Senior Transportation Engineer
Recreation	Senior Water Resources Engineer
Manager, Budgets and Reporting	Solid Wastes and Contracts
Manager, Clerical Services	Strategic Planner
Manager, Community Heritage Services	Supervisor, Community Recreation
Manager, Community Recreation	Transportation Engineer
Manager of Corporate Administration	Utilities Design Engineer
(Township Clerk)	Utilities Engineer
Manager, Corporate Information	Water Resource Engineer
Services	

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: Check Off

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 DEFINITIONS

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: Hourly Rates

Effective 2003 June 05, the hourly rates (taken to the second decimal place following the arithmetical rules of rounding) set forth in Schedule "A" shall be the basis for the application of any general salary increases.

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¢) (effective 2003 June 05, forty-two cents (42¢)) per kilometer shall be paid to employees using their private automobiles in the course of performing their duties. Those employees who are high mileage users and who are required to use their vehicle for performing their duties shall, in addition to the thirty-three cents (33¢) cents (effective 2003 June 05, forty-two cents (42¢)) 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 Canada Savings Bond Plan.

ARTICLE 7: HOURS OF WORK

7.1: 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 1995 July 20, 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: Schedule "C" – Non-Standard Hours and/or Non-Standard Work Weeks

Effective 2003 June 05, Article 7.1 shall not apply to other classifications, work areas and locations who work non-standard hours or non-standard work weeks as set out in Schedule "C" of this Agreement.

7.6: 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

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

- (a) Any employee of the Corporation required to stand by shall be paid seventeen dollars (\$17.00) 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-four dollars (\$34.00) per shift.
- (b) Effective 2003 January 01, qualified CIS employees that are on standby and required to be available to attend to CIS emergencies on a standby basis shall be paid \$17.00 for each 8 hour period on standby. For example, in a one week period if an employee is scheduled to be on standby for 56 hours it would equate as follows:

56 hours/8 hour block = 7 standby periods
7 standby periods x \$17 = \$119.00
- (c) Effective 2003 January 01, all Engineering Division employees that are on standby and required to be available to attend to Engineering emergencies on a callout basis shall be paid the Foreman I rate for any call out, with the exception of those employees that are regularly at a higher rate of pay who shall retain their regular rate of pay for the call out.

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 \$250 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 \$1,000,000 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 \$3000 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-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

Effective 2003 June 05:

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

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

- (d) Notwithstanding the foregoing sections, the Administrator may at his/her own discretion grant further periods of sick leave in special circumstances.
- (e) The Corporation may require proof of illness, at the employee's expense, prior to awarding payment for sick leave for all leave requests beyond any one day in a given calendar year.
- (f) Employees who are sick and unable to report for work shall notify their supervisor or other designated person by telephone no later than thirty (30) minutes prior to the commencement of the shift. Telecom Operators shall notify the designated person at the RCMP detachment at least four (4) hours before the work shift commences. In the case of Lifeguard/Swim Instructors, notification of their absence shall be provided no less than two (2) hours in advance of the commencement of their shift.
- (g) Upon returning to work after sick leave, at the request of the Corporation, an employee shall complete a time sheet for the period covered by such Sick Leave showing the number of days involved.

9.9: 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 necessary 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 employees shall be eligible to participate in the plan under the terms of the Pension (Municipal) Act of British Columbia.

ARTICLE 10: VACATIONS AND HOLIDAYS

10.1: 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: Scheduling of Vacation

- (a) 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.

Effective 2003 June 05:

- (b) After January 31st, vacation requests will be dealt with on a first come first serve basis.
- (c) Other than as outlined in (a) and (b) above, requests for vacation and amendments to or cancellation of previously booked vacation are to be made by the employee to their immediate non-bargaining unit supervisor at least one week in advance of the vacation being sought, amended or cancelled. In cases of sudden injury or illness, and proof of same, the one week notice may be waived.

10.4: 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.

10.5: 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.

10.6: 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.

10.7: 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.

10.8: 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.

10.9: Close Down for Vacations

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, Victoria Day, 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.

11.4: Employees Working Non-Standard Hours of Work

Effective 2003 June 05, for those employees working non-standard hours of work and not already covered by language on statutory holidays, upon approval of the Corporation in each and every case, an employee may choose to work a statutory holiday which falls on their regular work day at their straight-time rate of pay and will be granted an alternate day off in lieu. No statutory holiday premium will apply. The day(s) off taken in lieu is subject to the approval of the Corporation and will be taken within two weeks following or three (3) days preceding the holiday and be taken with the employee's days of rest. Should the Corporation require the employee to work on the statutory holiday, overtime rates will apply.

ARTICLE 12: LEAVES OF ABSENCE

12.1: 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 seventeen (17) consecutive weeks of maternity leave and up to thirty-five (35) 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 thirty-seven (37) 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 fifty-two (52) 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)(4) 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.

(f) Supplementary Employment Insurance Benefits

- (1) Birth mothers who are entitled to maternity leave and who have applied for and are in receipt of Employment Insurance benefits are eligible to receive SEIB Plan payments.
- (2) Subject to the approval of the Employment Insurance Commission, birth fathers who, due to the death or total disability of the birth mother, have applied for and are in receipt of Employment Insurance maternity benefits are eligible to receive SEIB Plan payments.

- (3) The SEIB Plan is intended to supplement the Employment Insurance benefits received by employees while they are temporarily unable to work as a result of giving birth.
- (4) The SEIB Plan payment is based on the difference between the Employment Insurance benefit plus any other earnings received by an employee and ninety-five percent (95%) of their gross weekly earnings and is paid as follows:
 - (a) for the first six (6) weeks, which includes the two week Employment Insurance waiting period; and
 - (b) up to an additional eleven (11) weeks will be payable if an employee continues to receive Employment Insurance benefits and is unable to work due to a valid health reason related to the birth and provides the Employer with satisfactory medical evidence.
- (5) The Plan meets the requirements of Section 38 of the Employment Insurance Regulations, specifically that, when combined with an employee's weekly Employment Insurance benefit, the payment will not exceed the claimant's normal weekly earnings from employment and an employee's accumulated leave credits will not be reduced.
- (6) Income tax rules or regulations may require a payback of Employment Insurance earnings, depending upon the tax rules in effect at the time an employee is receiving benefits. Under the SEIB Plan, the Employer does not guarantee any specific level of earnings but rather are liable only for the payment of the benefit as described above. The Employer, under no circumstance, will be responsible for any paybacks arising from changes to or the application of the tax regulations.

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

Effective 2003 June 05, employees wishing to obtain time off to transact official Union business outside Langley shall obtain permission from the employee's immediate non-bargaining unit supervisor.

12.7: Negotiations

- (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.

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

13.2: Information on Postings

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 twelve hundred (1200) 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.

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: Resignation and Re-employment

Effective 2003 June 05:

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

case, length of service, benefits, and seniority are adjusted by the period of absence. An employee who has voluntarily resigned and is re-employed after one (1) year from the last termination of service shall be considered a new employee as regards seniority, employee benefits and salary.

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

14.9: 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

- (a) 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.
- (b) Effective 2003 June 05, employees temporarily assigned a portion of the duties and responsibilities of a position outside the scope of this Collective Agreement, will be paid from and including the first day of the temporarily assigned duties and responsibilities, ten percent (10%) above the assigned employee's regular classification rate or the first step in the exempt pay grade for the position, whichever is less. Employees assigned the full level of duties and responsibilities will receive the 1st step in the exempt pay grade for the position.

ARTICLE 17: GRIEVANCE PROCEDUREPreamble

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 Investigation

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 Representation

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 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

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 Department. 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 Department 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 Department 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 Department.
- (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 Department in writing as to whether they intend to appeal the decision. Such notice to the Human Resources Department 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 Manager 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.

In any case where a Trades II Mechanic or Working Foreman-Mechanical is required by the Employer to provide their own mechanic's hand tools to perform their work for the Employer, such employee shall be paid a flat Tool Allowance in the amount of forty dollars (\$40.00), biweekly.

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) overall 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. Employees shall return their overall issue upon leaving the employ of the Township.

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

THE CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 403

MAYOR

PRESIDENT

MUNICIPAL CLERK

SECRETARY

SCHEDULE "A"INSIDE DIVISION2003 January 01 - 2006 December 31

<u>Notes</u>	<u>Position Classification</u>	<u>Pay Grade</u>
	Accountant - Financial	25
	Accountant - Systems Audit	24
	Accounting Clerk	19
	Accounts and Budget Coordinator – RCMP	21
	Aquatic Leader	17
	Arts/Heritage Programmer	19
	Asst. Coordinator – Victim Witness Services	21
	Block Watch Coordinator	18
	Building Inspector	24
	Building Inspector with #3 Certificate	25
	Business Application Support Analyst	23
4	By-Law Enforcement Officer	17
	Clerk I	11
	Clerk II	13
	Clerk III	15
	Clerk IV	18
	Clerk Typist I	11
	Clerk Typist II	13
	Clerk Typist III	15
	Clerk Typist IV	17
	Clerk Typist – Print Room	13
	Collections Supervisor	20
	Community Police Office Coordinator	18
	Coordinator - Adopt-a-Street	20
	Corporate Mail Clerk	12
9	Court Liaison Reader	21
	CPIC Operator-Clerk	15
	Crime Prevention Program Coordinator	18
	Data Base Assistant	17
	Deputy Collector	20
	Design Draftsman	24
	Draftsman II	19
	Engineering Assistant	16
	Engineering Technician	19
	Engineering Technologist I	21

SCHEDULE "A" (cont'd)

<u>Notes</u>	<u>Position Classification</u>	<u>Pay Grade</u>
	Engineering Technologist II	25
	Engineering Technologist III	26
	Environmental Coordinator I	25
	Environmental Coordinator II	28
	Exhibit Custodian RCMP	17
	Financial Analyst	25
	Fire Inspector	22
	Fire Prevention Officer	24
	Fire Training Officer	24
6	Fitness and Rehabilitation Advisor	17
	Fleet Maintenance Coordinator	16
	GIS Coordinator	27
	GIS Specialist	24
	GIS Technician I	19
	Information Officer (RCMP)	17
	Intermediate Buyer	21
	Junior Buyer	17
	Land Development Technologist	26
	Landscape Design Technician	22
	Legal Assistant	22
	Leisure Access Counselor	17
	License Inspector	19
	Mapping Technician I	19
	Mapping Technician II	21
	Museum Assistant	11
	Museum Curator	21
	Museum Educator	21
	Museum Services Coordinator	15
	Network Administrator	26
	Network Coordinator	26
	Payroll Clerk	19
	Payroll Supervisor	22
	Permit Coordinator	27
	Plan Checker I	19
	Plan Checker II	21
	Planner I	27
	Planner II	29
	Planning Assistant I	19
	Planning Technician	25
	Police Accounts Clerk	17

SCHEDULE "A" (cont'd)

<u>Notes</u>	<u>Position Classification</u>	<u>Pay Grade</u>
	Property Mgt. Clerk	19
	Property Negotiator	26
4	Property Use Inspector	18
6	Public Education Officer	24
	Pub. Fire & Life Safety Ed.	19
	Public Works Insp. I	19
	Public Works Insp. II	21
	Records Clerk	15
	Records Supervisor (RCMP)	19
6	Recreation Programmer	19
	Recreation Attendant	12
	Recreation Cashier	11
6	Recreation Programmer – Aquatics	19
6	Recreation Programmer – Health and Fitness	19
	Senior Business Application Analyst	27
	Senior Buyer	23
4	Senior By-Law Enforcement Officer	23
	Senior Technical Support Specialist	21
	Storekeeper/Buyer	18
	Technical Support Specialist	19
	Technical Support and Web Services Coordinator	24
1	Telecom. Operator I	13
7	Telecom. Operator II	18
3	Telecom Operator III	20
	User Support Assistant	17
	User Support Specialist	21
	Victim Support Worker	19
	Working Supervisor Information Services	19

NOTES:

- 1 Pay grade includes compensation for a 37.5 hour week and in lieu of lunch breaks.
- 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.

SCHEDULE "A" (cont'd)

Page 4

- 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 42 hours per week.
- 8 Pay grade includes compensation for weekend premiums and for an 8 hour day.
- 9 The four (4) current incumbents, namely John Bruce, Gerry Argue, Jim McInnis, and Jean Galvin, will remain at PG 23B and shall be entitled to all general increments and increases. PG 23B is as follows:

<u>Effec. Date</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
<u>2003 Jan. 01</u>	22.28	23.23	24.19	25.18	26.26
<u>2004 Jan. 01</u>	22.84	23.81	24.79	25.81	26.92
<u>2005 Jan. 01</u>	23.41	24.41	25.41	26.46	27.59
<u>2006 Apr. 01</u>	24.11	25.14	26.17	27.25	28.42

Notes Position Classification

		<u>2003 Jan. 01</u>	<u>2004 Jan. 01</u>	<u>2005 Jan. 01</u>	<u>2006 Apr. 01</u>	
8	Guard/Matron	Step 1	16.68	17.10	17.53	18.06
		Step 2	17.49	17.93	18.38	18.93
8	Lead Hand Guard	Step 1	18.25	18.71	19.18	19.76
		Step 2	19.00	19.48	19.97	20.57

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

INSIDE DIVISIONHOURLY RATES OF PAY2003 January 01 - 2006 December 31

KEY: A = Effective 2003 January 01
 B = Effective 2004 January 01
 C = Effective 2005 January 01
 D = Effective 2006 April 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	12.59	13.08	13.60	14.15	14.70
	B	12.90	13.41	13.94	14.50	15.07
	C	13.22	13.75	14.29	14.86	15.45
	D	13.62	14.16	14.72	15.31	15.91
8	A	13.08	13.60	14.15	14.70	15.27
	B	13.41	13.94	14.50	15.07	15.65
	C	13.75	14.29	14.86	15.45	16.04
	D	14.16	14.72	15.31	15.91	16.52
9	A	13.60	14.15	14.70	5.27	15.90
	B	13.94	14.50	15.07	15.65	16.30
	C	14.29	14.86	15.45	16.04	16.71
	D	14.72	15.31	15.91	16.52	17.21
10	A	14.15	14.70	15.27	15.90	16.53
	B	14.50	15.07	15.65	16.30	16.94
	C	14.86	15.45	16.04	16.71	17.36
	D	15.31	15.91	16.52	17.21	17.88
11	A	14.70	15.27	15.90	16.53	17.18
	B	15.07	15.65	16.30	16.94	17.61
	C	15.45	16.04	16.71	17.36	18.05
	D	15.91	16.52	17.21	17.88	18.59
12	A	15.27	15.90	16.53	17.18	17.90
	B	15.65	16.30	16.94	17.61	18.35
	C	16.04	16.71	17.36	18.05	18.81
	D	16.52	17.21	17.88	18.59	19.37

SCHEDULE "A" (cont'd)

Page 6

KEY: A = Effective 2003 January 01
 B = Effective 2004 January 01
 C = Effective 2005 January 01
 D = Effective 2006 April 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>
13	A	15.90	16.53	17.18	17.90	18.63
	B	16.30	16.94	17.61	18.35	19.10
	C	16.71	17.36	18.05	18.81	19.58
	D	17.21	17.88	18.59	19.37	20.17
14	A	16.53	17.18	17.90	18.63	19.38
	B	16.94	17.61	18.35	19.10	19.86
	C	17.36	18.05	18.81	19.58	20.36
	D	17.88	18.59	19.37	20.17	20.97
15	A	17.18	17.90	18.63	19.38	20.19
	B	17.61	18.35	19.10	19.86	20.69
	C	18.05	18.81	19.58	20.36	21.21
	D	18.59	19.37	20.17	20.97	21.85
16	A	17.90	18.63	19.38	20.19	21.03
	B	18.35	19.10	19.86	20.69	21.56
	C	18.81	19.58	20.36	21.21	22.10
	D	19.37	20.17	20.97	21.85	22.76
17	A	18.63	19.38	20.19	21.03	21.90
	B	19.10	19.86	20.69	21.56	22.45
	C	19.58	20.36	21.21	22.10	23.01
	D	20.17	20.97	21.85	22.76	23.70
18	A	19.38	20.19	21.03	21.90	22.81
	B	19.86	20.69	21.56	22.45	23.38
	C	20.36	21.21	22.10	23.01	23.96
	D	20.97	21.85	22.76	23.70	24.68
19	A	20.19	21.03	21.90	22.81	23.76
	B	20.69	21.56	22.45	23.38	24.35
	C	21.21	22.10	23.01	23.96	24.96
	D	21.85	22.76	23.70	24.68	25.71

SCHEDULE "A" (cont'd)

Page 7

KEY: A = Effective 2003 January 01
 B = Effective 2004 January 01
 C = Effective 2005 January 01
 D = Effective 2006 April 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>
20	A	21.03	21.90	22.81	23.76	24.76
	B	21.56	22.45	23.38	24.35	25.38
	C	22.10	23.01	23.96	24.96	26.01
	D	22.76	23.70	24.68	25.71	26.79
21	A	21.90	22.81	23.76	24.76	25.79
	B	22.45	23.38	24.35	25.38	26.43
	C	23.01	23.96	24.96	26.01	27.09
	D	23.70	24.68	25.71	26.79	27.90
22	A	22.81	23.76	24.76	25.79	26.86
	B	23.38	24.35	25.38	26.43	27.53
	C	23.96	24.96	26.01	27.09	28.22
	D	24.68	25.71	26.79	27.90	29.07
23	A	23.76	24.76	25.79	26.86	28.02
	B	24.35	25.38	26.43	27.53	28.72
	C	24.96	26.01	27.09	28.22	29.44
	D	25.71	26.79	27.90	29.07	30.32
24	A	24.76	25.79	26.86	28.02	29.22
	B	25.38	26.43	27.53	28.72	29.95
	C	26.01	27.09	28.22	29.44	30.70
	D	26.79	27.90	29.07	30.32	31.62
25	A	25.79	26.86	28.02	29.22	30.43
	B	26.43	27.53	28.72	29.95	31.19
	C	27.09	28.22	29.44	30.70	31.97
	D	27.90	29.07	30.32	31.62	32.93
26	A	26.86	28.02	29.22	30.43	31.74
	B	27.53	28.72	29.95	31.19	32.53
	C	28.22	29.44	30.70	31.97	33.34
	D	29.07	30.32	31.62	32.93	34.34

SCHEDULE "A" (cont'd)

Page 8

KEY: A = Effective 2003 January 01
 B = Effective 2004 January 01
 C = Effective 2005 January 01
 D = Effective 2006 April 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>
27	A	28.02	29.22	30.43	31.74	33.12
	B	28.72	29.95	31.19	32.53	33.95
	C	29.44	30.70	31.97	33.34	34.80
	D	30.32	31.62	32.93	34.34	35.84
28	A	29.22	30.43	31.74	33.12	34.53
	B	29.95	31.19	32.53	33.95	35.39
	C	30.70	31.97	33.34	34.80	36.27
	D	31.62	32.93	34.34	35.84	37.36
29	A	30.43	31.74	33.12	34.53	36.00
	B	31.19	32.53	33.95	35.39	36.90
	C	31.97	33.34	34.80	36.27	37.82
	D	32.93	34.34	35.84	37.36	38.95
30	A	31.74	33.12	34.53	36.00	37.58
	B	32.53	33.95	35.39	36.90	38.52
	C	33.34	34.80	36.27	37.82	39.48
	D	34.34	35.84	37.36	38.95	40.66
31	A	33.12	34.53	36.00	37.58	39.18
	B	33.95	35.39	36.90	38.52	40.16
	C	34.80	36.27	37.82	39.48	41.16
	D	35.84	37.36	38.95	40.66	42.39
32	A	34.53	36.00	37.58	39.18	40.87
	B	35.39	36.90	38.52	40.16	41.89
	C	36.27	37.82	39.48	41.16	42.94
	D	37.36	38.95	40.66	42.39	44.23
33	A	36.00	37.58	39.18	40.87	42.64
	B	36.90	38.52	40.16	41.89	43.71
	C	37.82	39.48	41.16	42.94	44.80
	D	38.95	40.66	42.39	44.23	46.14

SCHEDULE "B"OUTSIDE DIVISION2003 - 2006

<u>Position Title</u>	<u>General Description</u>
Labourer	semi-skilled tasks in the maintenance and construction of roads, pavements, sewers, waterworks, parks and in street cleaning and sanitation; operates motorized compacting machines, self-propelled lawn mowers and pickup trucks
Operations Maintenance Worker	dump, flat, panel or service trucks of between 5,100 and 24,000 pounds G.V.W.; variety of large industrial or farm tractors with attachments; power rollers under three tons; small riding mowers, fertilizer spreader, disc and other attachments; mobile and stationary equipment such as brush chippers, brush cutters, concrete mixers, soil shredders, small sewer rodders, curbing machines, chain saws used at ground level, and small vibrator rollers under three tons;
Crusher	operation and maintenance of crusher
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 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
Equipment Operator V	shovels, dragline, gradall

SCHEDULE "B" (cont'd)

Page 2

<u>Position Title</u>	<u>General Description</u>
Tradesman I	mechanics; certified water and sewer plant operators; Horticulture certification; Vehicle body repair and painting
Tradesman II	mechanics having completed recognized apprenticeship
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)OUTSIDE DIVISION - HOURLY RATES OF PAY

<u>Position Classification</u>	<u>2003 Jan. 01 to Dec. 31</u>	<u>2004 Jan. 01 to Dec. 31</u>	<u>2005 Jan. 01 to Mar. 31</u>	<u>2006 Apr. 01 to Dec. 31</u>
Arena Service Worker - (1)	19.42	19.91	20.41	21.02
- (2)	19.74	20.23	20.74	21.36
- (3)	20.11	20.61	21.13	21.76
Building Maintenance Supervisor	24.61	25.23	25.86	26.64
Building Service Worker - (1)	16.64	17.06	17.49	18.01
- (2)	17.13	17.56	18.00	18.54
- (3)	17.65	18.09	18.54	19.10
Crusher	19.73	20.22	20.73	21.35
Electrician	24.75	25.37	26.00	26.78
Equipment Operator II	20.30	20.81	21.33	21.97
Equipment Operator III	20.50	21.01	21.54	22.19
Equipment Operator IV	20.81	21.33	21.86	22.52
Equipment Operator IVa	21.47	22.01	22.56	23.24
Equipment Operator IVb	21.95	22.50	23.06	23.75
Equipment Operator V	22.64	23.21	23.79	24.50
Facility Maintenance Worker	21.76	22.30	22.86	23.55
Facility Service Worker I - (1)	19.42	19.91	20.41	21.02
- (2)	19.74	20.23	20.74	21.36
- (3)	20.11	20.61	21.13	21.76
Facility Service Worker II	22.25	22.81	23.38	24.08
Facility Service Worker III	23.34	23.92	24.52	25.26
Foreman I	22.25	22.81	23.38	24.08
Foreman II	23.34	23.92	24.52	25.26
Foreman III	25.64	26.28	26.94	27.75
Instrumentman I	19.93	20.43	20.94	21.57
Instrumentman II	21.36	21.89	22.44	23.11
Instrumentman III	23.34	23.92	24.52	25.26
Labourer	19.05	19.53	20.02	20.62
Lead Head - Service Garage	25.28	25.91	26.56	27.36
Operations Maintenance Worker	19.93	20.43	20.94	21.57
Pool Service Worker - (1)	19.42	19.91	20.41	21.02
- (2)	19.74	20.23	20.74	21.36
- (3)	20.11	20.61	21.13	21.76
Sewage Treatment Plant Operator Trainee	19.93	20.43	20.94	21.57
Survey Assistant	18.98	19.45	19.94	20.54
Tradesman I	21.76	22.30	22.86	23.55
Tradesman II	24.75	25.37	26.00	26.78
Truck Driver II	20.30	20.81	21.33	21.97
Truck Driver III	20.50	21.01	21.54	22.19

SCHEDULE "B" (cont'd)

Page 4

Position Classification	2003 Jan. 01 to Dec. 31	2004 Jan. 01 to Dec. 31	2005 Jan. 01 to Mar. 31	2006 Apr. 01 to Dec. 31
Urban Forestry Technician	24.75	25.37	26.00	26.78
Utility Worker - Parks	20.30	20.81	21.33	21.97
Waterworks Operator	21.76	22.30	22.86	23.55
Working Foreman – Electrical	25.64	26.28	26.94	27.75
Working Foreman - Mechanical	25.64	26.28	26.94	27.75

SCHEDULE "C"NON-STANDARD HOURS AND/OR NON-STANDARD WORK WEEKSADMINISTRATION DIVISION1. By-Law Enforcement Officer

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.

RCMP Department2. Guards

Guard 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 am shift. Employees in these positions shall have one –half (1/2) hour for lunch as near mid-shift as practical. Changes in the shift system shall be discussed with the Union prior to implementation. This classification takes into account weekend premium pay.

3. Asst Coord - Victim/Witness Services/Crime Prevention Program Coordinator/Victim Support Worker

In order to provide for a flexible work arrangement including flexible daily and weekly hours for employees working in the above noted classes 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) week period.

When employees are called out, they will have the option of working a minimum of two (2) hours. (Pertains to Asst. Coord. – Victim/Witness Services only).

4. 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).

The regular hours of work for the full time RCMP Civilian Support Staff shall be seven (7) continuous hours of work between 6:00 a.m. and 12:00 a.m. (exclusive of a one hour lunch to be taken at or as near as possible to the middle of the employee's hours of work). The regular work week shall be any five (5) consecutive days in a seven (7) day period. All other applicable provisions of the collective agreement will apply, including shift differential for hours worked after 6:00 p.m. and prior to 6:00 a.m.

This does not apply to Schedule "C" Special Classifications for Assistant Coordinator – Victim/Witness Services, Telecommunication Operators 11's, Guards, Information Officers, Court Liaison/Reader, Block Watch Coordinator or any other specific RCMP position which may be listed in Schedule "C".

5. Shifts – Telecommunications Operator IIs and IIIs

The normal hours of work for Regular Full-Time Telecommunications Operator IIs and IIIs shall be twelve (12) continuous hours of work between 7:00 a.m. and 7:00 p.m. day shift and 7:00 p.m. and 7:00 a.m. night shift. The shifts will be composed of two (2) night shifts and two (2) day shifts and four (4) days off. Shift differential of seventy-five cents (\$.75) will be paid for the night shift. Operators will be entitled to a total of one and one-half (1½) hours in breaks (lunch, coffee) during each twelve (12) hour shift. 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. One (1) day off per month will be granted in lieu of statutory holidays.

This classification takes into account weekend premium pay.

6. Shifts – Clerical Employees

All RCMP clerical employees holding full-time or regular part-time positions and all Temporary Full-Time Auxiliary Employees shall be entitled to receive shift differential of seventy-five cents (\$.75) per hour for those hours worked after 6:00 p.m. and prior to 6:00 a.m.

7. RCMP Information Officer

The normal hours of work for Information Officers at the RCMP Detachment shall be eight and three-quarter (8.75) hours averaging thirty-five (35) hours a week for the Regular Full-Time Information Officers. The balance of the hours in the rotation shall be filled by a Regular Part-Time Officer. Statutory holidays shall be taken as they occur, based on a seven (7) hour day. All other applicable provisions of the Collective

Agreement shall apply as for other Regular Full-Time Employees. Shift differential in the amount of seventy-five cents (\$.75) per hour shall be paid for all hours worked after 6:00 p.m. and prior to 6:00 a.m.

Sick leave and vacation shall be computed based on a thirty-five (35) hour work week.

8. Court Liaison/Reader

The normal hours of work for the Regular Full-Time Court Liaison positions shall be Monday to Friday, (8) eight consecutive hours which includes a one-half (½) unpaid lunch break between the hours of 06:30 a.m. and 05:00 p.m. Part-Time and Auxiliary Court Liaison employees shall not necessarily work eight (8) hours per day but rather will have their daily hours of work scheduled within the hours as outlined above and as per operational requirements.

The normal hours of work for the Regular Full-Time Reader positions shall be Monday to Friday, (8) eight consecutive hours which includes a one-half (½) hour unpaid lunch break between the hours of 07:00 a.m. and 03:00 p.m. Part-Time and Auxiliary Reader employees shall not necessarily work eight (8) hours per day but rather will have their daily hours of work scheduled within the hours as outlined above and as per operational requirements.

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

9. Block Watch Coordinator

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.

10. Community Police Office Coordinator

The normal hours of work for Community Police Office Coordinator working in the Community Police Offices shall be seven (7) continuous hours of work occurring between the hours of 8:00 a.m. and 10:00 p.m. with two days of rest within a one-week

period. Statutory holidays shall be taken as they occur, based on a seven (7) hour day. All other applicable provisions of the collective agreement shall apply as for other regular full-time employees.

Fire Department

11. Public Education Officer and Public Fire and Life Safety Educator

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 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.

12. Fire Training Officer

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.

ENGINEERING DIVISION

13. 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.

14. 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.

15. 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:

- (a) Afternoon Shift (4:00 p.m. to 12:30 a.m., inclusive of a one-half hour unpaid lunch break);
- (b) 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) 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.
- (f) As per operational requirements, the regular hours of work for employees working within the Facilities Maintenance Department shall be eight (8) hours of work between the hours of 7:00 am and 4:30 p.m., Monday through Friday inclusive of a ½ hour lunch to be taken at or as near as possible to the middle of the employee's hours of work.

16. Adopt-A-Street Coordinator

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

FINANCE AND CORPORATE SERVICES DIVISION17. 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.

PARKS AND RECREATION DIVISION18. Parks & Recreation Employees and Locations

- (a) The regular hours of work of inside clerical employees employed in Parks and Recreation shall be seven (7) continuous hours between 6:00 a.m. and 11:00 p.m. for all employees hired after 2000 January 10, exclusive of a one (1) hour lunch to be taken at or near as possible to the middle of the employee's hours of work. Inside employees, hired previous to 2000 January 10, regular hours of work will be seven (7) continuous hours between 6:00 a.m. and 11:00 p.m. with the consent of the employee working the shift between 6:00 a.m. and 6:30 a.m. exclusive of a one (1) hour lunch to be taken at or near as possible to the middle of the employee's hours of work.
- (b) 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.
- (d) All Parks and Recreation clerical employees holding full-time or regular part-time positions and all Temporary Full-Time Auxiliary Employees working a shift for the Parks and Recreation Division shall be entitled to receive shift differential of seventy-five cents (\$.75) per hour for those hours worked after 6:00 p.m. and prior to 6:00 a.m.

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.

19. Arena Service Workers

The Corporation and the Union recognize that the Langley Civic Centre and Aldergrove Community Arena operate on a multiple shift basis at the discretion of the Corporation, therefore Regular Full-Time Arena Service Workers will be required to work irregular and flexible hours.

The hours of work for the Regular Full-Time Arena Service Worker Is at Langley Civic Centre and Aldergrove Community Arena shall be a minimum of 40 hours per week over a five (5) day period or 42 hours per week over a four (4) day period.

It is further agreed that the rate of pay for the Regular Full-Time Arena Service Worker Is take into account the requirement to work an eight (8) hour to twelve (12) hour shift including any weekend premium pay which may be required under the Agreement.

It is further agreed that these positions 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.

Sick time and vacation time for those full-time employees working a 42-hour week 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.

It is further agreed that in the event the Employer requires the Regular Full-Time Arena Service Worker Is to remain at the facility over their ½ hour lunch break that they shall be

paid for this break. If the Employer does not require them to remain at the facility, they shall be entitled to a ½ hour unpaid lunch break.

One (1) day off per month will be granted in lieu of statutory holidays for those Regular Full-Time Employees working at both facilities.

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

20. Recreation Programmers/Aquatic Leader/Fitness Rehabilitation Advisor

Effective 2003 June 05, Recreation Programmers/Aquatic Leader/Fitness Rehabilitation Advisor 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 employee-drafted schedule will identify forty, two (2) hour blocks which the employee proposes 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. Effective 2003 June 05, should an employee work less than four (4) hours in a day due to this schedule, those hours worked shall not attract the daily guarantee as outlined in Article 7.6(a).

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

21. Recreation Programmer/Aquatic Leader/Fitness Rehabilitation Advisor

The Corporation and the Union recognize that the rate of pay for Recreation Programmers/Aquatic Leader/Fitness Rehabilitation Advisor 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.

22. Building Service Workers and Pool Service Workers

The regular hours of work for the classifications of Building Service Worker and Pool Service Worker employed in the Parks and Recreation Division shall be eight (8) continuous hours of work exclusive of a ½ hour lunch to be taken at or as near as possible to the middle of the employee's hours of work. The regular week shall be any five (5) consecutive days in a seven (7) day period. Shift differential in the amount of seventy-five cents (\$.75) per hour shall be paid between the hours of 7 p.m. and 7 a.m. One day off per month will be granted in lieu of statutory holidays.

Note: Also see #15 for "Shift – Engineering and Parks Department".

PLANNING DIVISION

23. Shifts - Museum Operations

- (a) The regular full-time Museum employees' schedule shall average thirty-five (35) hours per week over each four (4) week cycle.
- (b) 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.
- (c) 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.
- (d) All other applicable provisions of the Collective Agreement shall apply as for other Regular Full-Time Employees.

- (e) The rate of pay for Museum Curator and Educator takes into account weekend premium pay as may be required under the Agreement, and that full time position(s) in this classification are based on a seven (7) hour shift.
- (f) As per operational requirements, in the event a Statutory Holiday falls on a regularly scheduled day off for the Regular Full-Time or the Regular Part-Time Employees at the Museum, these employees shall be permitted to schedule an alternative day in lieu of the Statutory Holiday within two weeks following the date of the declared Statutory Holiday. The day in lieu shall be scheduled as per operational needs and as agreed between the employee and the Employer.

SCHEDULE "D"HOURLY RATES OF PAY2003 January 01 - 2006 December 31

<u>Position Classification</u>		<u>2003 Jan. 01 to Dec. 31</u>	<u>2004 Jan. 01 to Dec. 31</u>	<u>2005 Jan. 01 to Mar. 31</u>	<u>2006 Apr. 01 to Dec. 31</u>
A. <u>Parks and Recreation Workers</u>					
Recreation Worker 1		11.14	11.42	11.71	12.06
Recreation Worker 2	- (1)	11.96	12.26	12.57	12.95
	- (2)	12.46	12.77	13.09	13.48
	- (3)	13.04	13.37	13.70	14.11
Recreation Worker 3	- (1)	14.32	14.68	15.05	15.50
	- (2)	14.85	15.22	15.60	16.07
	- (3)	15.41	15.80	16.20	16.69
Recreation Worker 4	- (1)	15.42	15.81	16.21	16.70
	- (2)	15.96	16.36	16.77	17.27
	- (3)	16.53	16.94	17.36	17.88
Recreation Worker 5	- (1)	16.81	17.23	17.66	18.19
	- (2)	17.37	17.80	18.25	18.80
	- (3)	17.93	18.38	18.84	19.41
B. <u>Arena Employees</u>					
Concession Worker 1	- (1)	11.14	11.42	11.71	12.06
	- (2)	11.53	11.82	12.12	12.48
Concession Worker 2		14.42	14.78	15.15	15.60
Skate Patrol 1		11.14	11.42	11.71	12.06
Skate Patrol 2		11.67	11.96	12.26	12.63
Skate Shop Attendant		11.14	11.42	11.71	12.06
Skate Sharpener		11.96	12.26	12.57	12.95
Ticket Seller		12.72	13.04	13.37	13.77
Lounge Attendant		14.32	14.68	15.05	15.50

Notes:

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

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 Schedule (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

Article 6.8	First Aid Premium
Article 6.9	Car Allowance
Article 6.10	Horticulture Certification
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 7.3	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 9.6(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	Negotiations
Article 12.9	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”

“J. Reece”

MIKE ZORA
DIRECTOR OF HUMAN RESOURCES

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)

Agreed to this 2nd day of May, 1997.

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

Signed on behalf of 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”)

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.

- 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)

Agreed to this 2nd day of May, 1997.

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 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")

STANDBY LIST FOR CHRISTMAS/NEW YEAR'S FOR SANDING/PLOWING

Whereas:

The Corporation and CUPE Local 403 have agreed to the procedure to be followed in the event the Employer decides to create a standby list for Christmas and New Years for sanding/plowing operations. Both parties agree that the following procedure will be followed:

1. The Superintendent of Public Works will advise the Union in writing by November 30 of each year, in the event the Employer decides to create a standby list for Christmas and New Years for sanding/plowing operations.
2. The first option to be on the standby list for Christmas and New Years sanding/plowing operations will be provided, on a seniority basis, to employees within the Truck Driver III classification who have completed the annual winter training program.
3. If these employees within the Truck Driver III classification do not wish to be on the standby list, the Superintendent of Public Works will then approach posted spares on the Truck Driver III spare list, who have completed the annual winter training program, to go on the standby list. Employees will be approached by the order in which their name appears on the list, starting with the number one spare.
4. If employees on the Truck Driver III spare list do not wish to be on the standby list, the Superintendent of Public Works will then approach non-posted spares, who have completed the annual winter training program. In the event the non-posted spares do not want to go on the list, Equipment Operators who have completed the annual winter training program will be approached to have their names on the standby list.

This agreement shall be in effect 1998 December 23.

Letter of Understanding – Standby List for Christmas/New Year’s for Sanding/Plowing (cont’d)

Agreed to this 21st day of January 1999.

SIGNED ON BEHALF OF THE CORPORATION OF THE TOWNSHIP OF LANGLEY:

SIGNED ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 403:

“Catherine Deslauriers”

Catherine Deslauriers
Manager of Human Resources

“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”)

SPARE LISTS

Whereas the Corporation and CUPE Local 403 have agreed to a spare list for Truck Drivers, Equipment Operators, and Foreman classifications in the Public Works and Utilities Departments of the Engineering Division;

And whereas the purpose of the spare list is to provide work opportunities for staff and to provide the Employer with a well-trained and qualified workforce;

Both parties hereby agree that the following procedures will apply to the appointment to and maintenance of the spare lists:

1. When the Employer determines that there is a need to add to a spare list, a bulletin will be prepared and the Union will be provided with two (2) days’ notice. The bulletin will be posted only in the department where the spare list will apply.
2. The selection of the successful candidate(s) for the spare list will be in accordance with Article 13.5 of the Collective Agreement, and successful candidates will have their name added to the bottom of the spare list. If two or more employees are added to the spare list on the same date, they will be added to the bottom of the spare list in order of seniority. The Union will receive a copy of all appointment letters to the spare lists.
3. Employees who are qualified may be appointed to more than one spare list, however, employees will only be paid the rate of pay for the classification for which they are sparing. Employees may be the first spare on truck and any piece equipment and as foreman based on their knowledge, ability and skills and successful appointment to the spare lists.
4. The spare lists will be posted by the Superintendent or Manager of the department, and updated as changes occur with a copy provided to Human Resources and the Union.

5. In the event of layoff, employees unable to exercise seniority within their classification and who take a position in a lower classification shall have their names added to the top of the spare list for the classification from which they were laid off. This shall apply only to the spare list and shall not affect any other seniority rights in the Collective Agreement.

This agreement shall be in effect from the date of signing.

Agreed to this 24th day of May, 1999.

SIGNED ON BEHALF OF THE
CORPORATION OF THE TOWNSHIP OF
LANGLEY:

“Catherine Deslauriers”

Catherine Deslauriers
Manager of Human Resources

SIGNED ON BEHALF OF 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")

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CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 403

(hereinafter called "the Union")

FACILITY SERVICE WORKER I SHIFTS FOR PARKS OPERATIONS

Whereas:

The Corporation and CUPE Local 403 have agreed that, at the discretion of the Corporation, the shift schedule for the four Facility Service Worker Is who were placed in Parks Operations on October 5, 1998 may be amended for the summer period from approximately April to September of each year.

1. Both parties agree that the shift schedule shall average forty (40) hours per week and that as the FSW rate of pay encompasses payment for weekend work, the Corporation can amend the existing hours of work for the summer period to include weekend work without providing additional compensation.
2. The four employees involved have agreed with the Parks Operations Manager to a six week rotation working either Sunday to Thursday, or Tuesday to Saturday.
3. While the Corporation will not require the employees to work statutory holidays, by mutual consent, the employees may work statutory holidays, at the normal rate of pay, so that they are provided with three consecutive days off during the week a statutory holiday falls on a Monday.
4. The hours of work shall be eight (8) continuous hours of work 8:00 a.m. to 4:30 p.m. or summer hours 7:00 a.m. to 3:30 p.m. as defined by the Collective Agreement.
5. All other applicable provisions of the Collective Agreement shall apply as for other regular full-time Schedule "B" employees.

This agreement shall be effective April 10, 1999.

Letter of Understanding – Facility Service Worker I Shifts for Parks Operations (cont'd) Page 2

Agreed to this 31st day of March, 1999.

SIGNED ON BEHALF OF THE
CORPORATION OF THE TOWNSHIP OF
LANGLEY:

“Catherine Deslauriers”

Catherine Deslauriers
Manager of Human Resources

SIGNED ON BEHALF OF 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”)

AFTERNOON/GRAVEYARD SHIFTS – PARKS AND ENGINEERING

Whereas:

The parties recognize the Employer’s right to an afternoon shift and graveyard shift for Parks and Engineering Departments in accordance with Schedule “C”, Section 11, of the Collective Agreement.

The Corporation and the Union agree that the afternoon shift and graveyard shift should be scheduled using the Equipment Operators and Junior Truck Drivers with the option to relieve the above with both posted “spare” Truck Drivers and non-posted “spare” Truck Drivers on a volunteer basis at the discretion of the Superintendent of Public Works or designate.

The parties further agree that:

The Corporation has the option to call the Equipment Operators back to work during emergency conditions and reassign either the next Junior Truck Driver or seek a volunteer from the posted or non-posted “spares” to fill the vacated shift at the discretion of the Superintendent of Public Works or designate. The Equipment Operators would be reassigned back to their shift at the conclusion of the emergency.

The Corporation and the Union agree that posted “spare” Truck Drivers will take priority over Equipment Operators in the event that work is unavailable for Equipment Operators and Truck Drivers are needed.

This agreement shall be in effect from the date of signing.

Letter of Understanding – Afternoon/Graveyard Shifts – Parks and Engineering (cont'd) Page 2

Agreed to this 17th day of November, 1998.

SIGNED FOR THE CORPORATION OF
THE TOWNSHIP OF LANGLEY:

“Catherine Deslauriers”

Catherine Deslauriers
Manager 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")

GRANT STUDENT EMPLOYMENT

This agreement shall form part of the Collective Agreement.

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

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

The Union agrees to provide its support provided employees shall be paid no less than the grant rate or ten dollars (\$10.00) per hour, whichever is greater, except where the technical skills of the position require a rate higher than the grant rate or the ten dollars (\$10.00) per hour in which case the Corporation and Union will meet to discuss a rate of pay to be applied.

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

Dated this 9th day of May, 2003.

SIGNED ON BEHALF OF THE
EMPLOYER:

SIGNED ON BEHALF OF THE UNION:

"Shannon Harvey-Renner"

"P. Albrecht"

"Rod Kray"

"C. Birck"

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")

POSTING PROVISIONS

The parties agree to the following:

1. The parties agrees that the Corporation has the right to decide whether or not a vacancy exists and whether and when to fill that vacancy.
2. The parties agree that the Corporation has the right to decide whether or not a new position exists and whether and when to fill that new position.
3. The parties commit to participate in the one day Justice Institute Program (Johnson and Kalpatoo) on the first available date of the parties and the facilitators.
4. The Union commits to returning to regular Labour Management Committee meetings commencing within fifteen (15) days of completion of the Justice Institute Program.
5. The Corporation agrees that the Union may request information regarding the status of unposted vacancies on an as needed basis as part of Labour Management Committee meetings. The Corporation agrees to respond to such requests as part of the normal Labour Management Committee process. The following will apply to requests for information:
 - (a) The information provided to the Union by the Corporation will be limited to whether the Corporation is aware that:
 - (i) the position will be posted;
 - (ii) the position is being deferred pending the Corporation's review of the position; or,
 - (iii) a decision has been made not to post the position.

- (b) The parties understand and agree that the Union does not have any contractual entitlement to this information under the current Collective Agreement. The Union understands and agrees that any information provided will be for informational purposes only, is not intended to bind the Corporation to any future course of action, and will be considered to be provided on a strictly without prejudice basis.
6. Where the Corporation temporarily appoints an employee under the provision of paragraph 3 of Article 13.1 and the Corporation requires an extension to that temporary appointment beyond 40 days, the Corporation agrees to enter into discussions with the Union to reach mutual agreement to extend the appointment.
7. The parties agree that the Corporation is not obligated to post temporary positions that are expected to last less than sixty (60) working days.
8. Where the Corporation appoints an employee into a temporary position for less than 60 (sixty) working days for which extensions are required, the Corporation agrees to notify the Union of the reasons for the need for each extension and it shall be understood that an extension of up to 10 working days shall be granted for circumstances which could not be foreseen at the time of the initial hiring.
9. Where the Corporation appoints an employee into a temporary position which exceeds sixty (60) working days the appointment letter to the employee will specify, the approximate end date of the appointment, or the event or set of circumstances which is expected to end the appointment.
10. The parties agree that Arbitrator Robert Diebolt, Q.C. shall remain seized of this matter in the event that there are any difficulties in implementing or interpreting this Letter of Understanding.

Signed and dated this 20th day of August, 2002.

For the Corporation of the Township of Langley

“Shannon Harvey-Renner”

For CUPE, Local 403

“J. Reece”