

**COLLECTIVE AGREEMENT**

**between**

**THE CITY OF LANGLEY**

**and**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2058**

**JANUARY 1, 2020**

**to**

**DECEMBER 31, 2021**

**CITY OF LANGLEY**

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THIS AGREEMENT ENTERED INTO

**BETWEEN:**                    **CITY OF LANGLEY**  
(hereinafter called the "City")

OF THE FIRST PART:

**AND:**                            **CANADIAN UNION OF PUBLIC EMPLOYEES, CITY OF LANGLEY CIVIC EMPLOYEES  
LOCAL 2058**  
Chartered by the Canadian Union of Public Employees and affiliated with the  
Canadian Labour Congress  
(hereinafter called the "Union")

OF THE SECOND PART:

**PREAMBLE:**            The purpose of this Agreement is to secure for the City, the Union and the employees of the City, 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. It is recognized by this Agreement to be the duty of the City and the Union and the employees to co-operate fully, individually and collectively, for the advancement of the said conditions.

The City 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 City agrees, in the exercise of the functions of Management, that the provisions of this Agreement will be carried out.

**TERM:**                        The term of this agreement shall be for two (2) years from January 1, 2020 to December 31, 2021 both dates inclusive, and thereafter from year to year unless written notice of intent to terminate or amend the agreement at the expiration of any yearly period is given by either party to the other party during the period beginning on the first day of September of any year commencing with the year 2021.

Within five (5) days after receipt of any notice given pursuant to this section by either party, the parties to this agreement shall commence negotiations. During the period of negotiations this agreement shall continue in full force and effect. By agreement of the parties hereto, the provisions of Sub-Sections (2) and (3) of Section 50 of the Labour Relations Code are hereby specifically excluded.

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**ARTICLE 1 - BARGAINING AGENCY**

**Section 1.01 - Exempt Positions**

The City recognizes the Union as the sole collective bargaining agency of the Employees of the City except the classifications of:

Assistant to the Mayor/CAO – HR Assistant  
Budget Analyst  
Chief Administrative Officer  
Chief Building Inspector  
Contractors  
Corporate Officer  
Deputy Corporate Officer  
Deputy Director of Corporate Services  
Director of Corporate Services  
Director of Development Services and Economic Development  
Director of Engineering, Parks and Environment  
Director of Legislative Services and Human Resources  
Director, Recreation, Culture and Community Services  
General Foreman  
Infrastructure Engineer  
Manager of Engineering Services  
Manager of Engineering Operations  
Manager of Information Services  
Manager of Parks Operations  
Recreation Supervisor  
Superintendent of Engineering Operations and Capital Projects

Any employees who are not employees within the meaning of the Labour Relations Code.

**Section 1.02 - Soliciting of City Council**

The Union agrees that there shall be no soliciting by any of its individual members to the City Council or individual members of Council with respect to rates of pay, working conditions or any other matter covered by this Agreement during the term of said Agreement and that the same conditions will be respected by the City Council.

**Section 1.03 - Recognition of Authority**

The City agrees that the bargaining authority of the Union shall not be impaired during the term of this Collective Agreement. The City agrees that the only certification that it will recognize during the term of this Agreement is that of the Union, unless ordered by due process of law to recognize some other bargaining authority.

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Employees covered by this Collective Agreement shall not be required to make any written or verbal agreement with the employer or its representatives which may conflict with the terms of this Collective Agreement.

#### **Section 1.04 - Definitions**

Recreation Employee - Shall be defined as an employee working in a recreation facility (e.g. pool, community centre, playground), including Building Service Workers in any facility. Recreation Employees are included in the Inside Department.

Regular Full-Time Employee - is an employee who is employed in an established position on a full-time basis of thirty-five (35), forty (40) or such other number of weekly hours as is recognized in the Collective Agreement as normal for a particular class of positions, for an indefinite period of time.

Regular Part-Time Employee - is an employee who is employed in an established position on a regular part-time schedule of weekly hours which are less than the number constituting full-time employment for a particular class of positions, for an indefinite period of time.

Temporary Full-Time Employee - is an employee who is employed on a full-time basis as set forth above, 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, but shall not exceed twelve (12) calendar months without the agreement of the Union.

Casual Employee - is any other employee.

Employee - Shall mean a person who is an "employee" as defined in the Labour Relations Code.

Probationary Employee - Shall be defined as a person serving the designated trial period to determine suitability for the position as set forth in Article 10, Section 10.01 and Section 10.02.

### **ARTICLE 2 - EMPLOYER'S RIGHTS**

#### **Section 2.01 - Management Rights**

The Management and the operation of and the direction of the working force is vested exclusively in the City, provided, however, that this will not be used for the purpose of discrimination against employees, and provided that it is not against or contrary to the articles of this Agreement.

#### **Section 2.02 - Promotion, Discipline & Discharge**

The City shall have the right to select and promote its employees and to discipline or discharge them for proper cause, provided the employees shall retain the right of appeal under the Grievance procedure contained in this Agreement.

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**ARTICLE 3 - UNION SECURITY**

**Section 3.01 - Union Membership**

The City agrees that all present employees covered by this Agreement shall remain members of the Union as a condition of employment and all future employees of the City, except those covered by the classifications set out in Article 1, Section 1.01, of this Agreement, shall immediately upon employment become and remain members of the Union as a condition of employment, provided that no employee shall be deprived of employment due to loss of Union membership unless the reason for loss of Union membership is the failure to pay Union dues and assessments that all other members are required to pay as per Section 3.04.

**Section 3.02 - Union Notification of Staff Changes**

The City agrees to notify the Union, in writing, when an employee covered by this Agreement is hired, promoted, demoted, transferred, laid off, recalled, resigns, is suspended, is terminated, or is receiving Long Term Disability Benefits.

**Section 3.03 - Non-Maintenance of Union Membership**

In the event of the Union intending to suspend a member for non-maintenance of membership, or for any other reason, the City shall be notified by the Union in writing at least seven (7) days before such suspension.

**Section 3.04 - Check-Off of Union Dues**

The City agrees to check off all Union dues and assessments levied in accordance with the Constitution and/or Bylaws of the Union. The Union agrees to advise the City of the amounts of such Union dues, fees and/or assessments as may be determined from time to time by the said Union. The City, upon receipt of such evidence from the Union shall thereupon deduct from the earnings of the employees such dues, fees and assessments and shall forward to the Union the total of such amounts deducted together with a list of those employees from whom such deductions were made, by the 15th working day of the following month.

**ARTICLE 4 - ADJUSTMENT OF GRIEVANCES**

**Section 4.01 - Grievance Procedure**

In the event that any difference arises out of the interpretation, application, operation or any alleged violation of this Agreement, including any difference arising from the suspension or dismissal of any employee and including any question or difference as to whether the matter is arbitrable; such question or difference shall be finally and conclusively settled without stoppage of work in the following manner:

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- (a) An employee shall meet with their immediate non-bargaining unit supervisor within ten (10) calendar days of a difference or grievance arising, with or without a Union representative, to discuss the employee's complaint to determine whether the matter can be resolved or whether it is to be formalized as a grievance.

(b) First Step

Such difference or alleged grievance shall first be reduced to writing and submitted to the employee's immediate non-bargaining unit supervisor within ten (10) calendar days of the meeting with the non-bargaining unit supervisor pursuant to Section 4.01(a). The employee and a representative of the Union shall meet with the employee's immediate non-bargaining unit supervisor within ten (10) calendar days following the written submission. The supervisor shall respond within ten (10) calendar days of the meeting.

A grievance dealing with dismissal or termination shall start at the Chief Administrative Officer step in the grievance procedure.

(c) Second Step

If the difference or alleged grievance is not settled, the Union may refer the matter to the Chief Administrative Officer within ten (10) calendar days following the supervisor's response at the first step.

The Chief Administrative Officer shall meet with the Union within ten (10) calendar days of the referral to the second step and shall respond to the Union within fourteen (14) calendar days of the meeting.

(d) Third Step

Should the two parties be unable to resolve the difference or alleged grievance, the matter or matters may be submitted to a Board of Arbitration pursuant to Section 4.02 within fourteen (14) calendar days of the Chief Administrative Officer's response in the second step.

**Section 4.02 - Arbitration**

- (a) The parties shall use a single Arbitrator, unless either party wants a three (3) member Arbitration Board which shall consist of one (1) member appointed by each party and a Chairperson mutually appointed by the City and the Union. The City and the Union shall mutually agree on the Arbitrator or the Chairperson within fourteen (14) calendar days of the referral.
- (b) Where the parties are unable to agree on a single Arbitrator or a Chairperson within fourteen (14) calendar days of the referral, either party may apply to the Director, Collective Agreement Arbitration Bureau within the following ninety (90) calendar days to make the appointment.
- (c) In the event the Board of Arbitration finds that an employee has been dismissed or suspended for other than proper cause, the Board of Arbitration may direct the City to reinstate the employee

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and pay to the employee a sum equal to his/her wages or salary lost by reason of such suspension or discharge, or such lesser sum as in the opinion of the Board of Arbitration is fair and reasonable or make such other order as it considers fair and reasonable having regard to the terms of the Collective Agreement, between the parties.

- (d) The decision of the Arbitrator or Arbitration Board shall be final and binding on both parties. Each party shall pay half the expense of the Arbitrator or Chairperson and the expenses of their representative.

#### **Section 4.03 - Policy Grievances**

- (a) When a dispute arises between the parties, including any difference concerning the interpretation, application, operation or alleged violation of this Collective Agreement which does not specifically involve an employee, the matter may be submitted in writing by the Union to the Chief Administrative Officer or, alternatively, by the City to the Union.
- (b) The Chief Administrative Officer and the Union will make every reasonable effort to meet and discuss the grievance within fourteen (14) calendar days of the notification of the grievance.
- (c) The responding party will respond to the grievance within fourteen (14) calendar days of the meeting.
- (d) If the grievance is not resolved through the above process, the grieving party may refer the grievance to Arbitration as provided for in Section 4.02 within fourteen (14) calendar days of the response in Section 4.03(c) above.

#### **Section 4.04 - Time Limits**

The time limits stipulated in this Article 4 may be extended by mutual agreement between the parties.

#### **Section 4.05 - City-initiated Grievances**

City-initiated grievances shall have the same time limits and procedures as Union-initiated grievances.

### **ARTICLE 5 - VACATIONS & GENERAL HOLIDAYS**

#### **Section 5.01 - Statutory Holidays**

- (a) All Regular Full-Time Employees of the City shall be granted payment for all Statutory Holidays and for any day which the Council of the City may declare a public holiday. See Section 6.07 for benefits applicable to Regular Part-Time and Casual Employees and Section 6.08 for benefits applicable to Temporary Full-Time Employees.

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- (b) For the purpose of this section, all new Regular Full-Time Employees hired by the City shall have worked for the City at least fifteen (15) working days in the thirty (30) calendar day period immediately prior to the Statutory Holiday.
- (c) In the interpretation of this clause the following are the Statutory Holidays which shall apply, namely:

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

The birthday or the day fixed by Proclamation of the Governor in Council for the celebration of the birthday of the reigning sovereign, and any day appointed by Proclamation of the Governor in Council as a holiday of general application throughout Canada and any day appointed by Proclamation or Order of the Lt. Governor in Council as a holiday.

\*If/when Family Day ceases to be a provincial public holiday under the laws of British Columbia, Family Day will no longer be considered a Public Holiday for the purposes of this Collective Agreement.

- (d) If a statutory or public holiday falls on a non-working day, the City may declare that the working day immediately preceding the holiday or the working day immediately following the holiday be observed in lieu of the said holiday.

#### **Section 5.02 - Extra Day In Lieu of Statutory Holiday**

Where Statutory Holidays or public holidays declared by Council of the City occur while an employee is on Annual Holidays or Saturday or Sunday, extra days in lieu of such holidays shall be granted.

#### **Section 5.03 - Annual Vacations**

Paid annual vacation for all Regular Full-Time Employees covered by this Agreement shall be allowed as follows (see Section 6.07 for benefits applicable to Regular Part-Time and Casual Employees and Section 6.08 for benefits applicable to Temporary Full-Time Employees):

- (a) In the first (1<sup>st</sup>) part calendar year of service, vacation will be granted on the basis of one-twelfth (1/12<sup>th</sup>) of fifteen (15) working days for each month, or portion of a month greater than one-half (½) worked by December 31<sup>st</sup>. For the purpose of calculation of vacation entitlement, the first (1<sup>st</sup>) part calendar year of service shall be considered as the first (1<sup>st</sup>) year of service.

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- (b) During the second (2<sup>nd</sup>) and each subsequent calendar year of service, fifteen (15) working days.
  - (c) During the eighth (8<sup>th</sup>) and each subsequent calendar year of service, twenty (20) working days.
  - (d) During the fourteenth (14<sup>th</sup>) and each subsequent calendar year of service, twenty-five (25) working days.
  - (e) During the twentieth (20<sup>th</sup>) and each subsequent calendar year of service, thirty (30) working days.
  - (f) Employees who leave the service during their second or subsequent calendar year of service shall receive vacation pay for the calendar year in which termination occurs on the basis of one-twelfth (1/12<sup>th</sup>) of their vacation entitlement for that year for each month greater than one-half (1/2) worked to the date of termination.
  - (g) Calendar year for the purpose of this Agreement shall mean the twelve (12) month period January first (1<sup>st</sup>) to December thirty-first (31<sup>st</sup>) inclusive.
  - (h) Adjustments will be made on the employee's regular pay cheque for any overpayment of vacation pay.
  - (i) Vacations for employees shall be taken at such times when quantity and regularity of the work of the City shall be least impaired, and is mutually agreed upon by the employee and the Supervisor. Vacation shall be taken in the year in which it is earned; there shall be no cash payout of any vacation not taken during the year.
  - (j) Vacation shall be prorated for employees who have unpaid leaves of absence that accumulate to more than fifteen (15) working days in a calendar year. The proration shall be based on the total amount of leave including the first fifteen (15) days. For the purposes of this paragraph, leave without pay for Union business where the City is reimbursed by the Union shall not be counted as unpaid leave. In the case of maternity and parental leave, vacation pay shall be prorated based on the length of the leave however the employee may elect to take the unpaid portion of their vacation time entitlement.
  - (k) Each employee will receive five (5) working days of supplementary vacation at the beginning of each five (5) calendar years of service commencing at the beginning of the eleventh (11<sup>th</sup>) calendar year of service, with each supplementary five (5) day allotment to be taken during the year in which they are granted.

## **ARTICLE 6 - EMPLOYEES' BENEFITS**

### **Section 6.01 - Group Life Insurance/Long Term Disability Insurance**

- (a) All Regular Full-Time Employees, engaged after the effective date of the plan, shall participate in a Group Life Insurance plan which shall include accidental death and dismemberment (AD&D)

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coverage, immediately upon completion of one (1) month employment from the date of hire and shall continue to participate in such plan as a condition of employment.

- (b) The premiums payable shall be shared seventy-five percent (75%) by the City and twenty-five percent (25%) by the participating employees through payroll deductions.
- (c) The Group Life Insurance Plan shall be in the amount of two times the annual wages to a minimum of Twenty-Four Thousand Dollars (\$24,000.00) and an equal amount for the AD&D coverage for each employee. For employees who work beyond age sixty-five (65), the group life and AD&D coverage is reduced by fifty percent (50%) at age sixty-five (65) and the coverage ends on the employee's seventieth (70<sup>th</sup>) birthday.
- (d) Long Term Disability Plan

Regular Full-Time Employees, engaged after the effective date of the plan, shall participate in the Long Term Disability Plan immediately upon completion of one (1) month employment from the date of hire and shall continue to participate in such plan as a condition of employment. Employees will not accrue sick leave, annual vacations or statutory holidays or be eligible for sick leave gratuity after four (4) weeks on a long term disability claim.

The premiums payable shall be paid one hundred percent (100%) by the participating employees.

#### **Section 6.02 - Medical Plan and Extended Health Benefits**

- (a) All Regular Full-Time Employees shall, effective the first day of the month following completion of one (1) month of employment from the date of hire, enroll in the Medical Plan (except those with spousal plans), subject to the rules of the Plan. The City will pay seventy-five percent (75%) of the costs and the deductions for employees shall be made through payroll deductions.
- (b) All Regular Full-Time Employees shall, effective the first day of the month following completion of one (1) month of employment from the date of hire, enroll in the Extended Health Benefits (EHB) Plan (except those with spousal plans), subject to the rules of the Plan. The City will pay one hundred percent (100%) of the premium provided that the Employment Insurance (EI) reduced premium rate is applicable. If not applicable, the City will pay seventy-five percent (75%) of the premium. The EHB package also includes coverage for expenses incurred relative to the purchase of vision care (five hundred dollars (\$500.00) including coverage for laser eye surgery) per person in a two (2) calendar year period), eye exams (one hundred dollars (\$100.00) per person every two (2) calendar year period), hearing aids (seven hundred dollars (\$700.00) per person in a five (5) calendar year period), orthopedic shoes, diabetic equipment and supplies, and ostomy. The EHB lifetime maximum is to be three million dollars (\$3,000,000.00) per person. The EHB Plan annual deductible is one hundred twenty-five dollars (\$125.00).
- (c) See Section 6.07 for benefits applicable to Regular Part-Time and Casual Employees and Section 6.08 for benefits applicable to Temporary Full-Time Employees.

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**Section 6.03 - Dental Plan**

- (a) All Regular Full-Time Employees shall effective the first day of the month following completion of three (3) months of continuous employment from the date of hire, participate in a dental plan (except those with spousal plans) based on the agreement between the carrier and the City and on the following general principles:
- (1) Basic dental services (Part A) pays for:  
  
Eighty percent (80%) of approved schedule of fees. The coverage provides for check-ups every nine (9) months.
  - (2) Prosthetics, crowns and bridges (Part B) plan pays for:  
  
Ninety Percent (90%) of approved schedule of fees.
  - (3) Orthodontics (Part C) pays for:  
  
Ninety percent (90%) of lifetime limit per covered person of five thousand dollars (\$5,000.00).
  - (4) The City will pay seventy-five percent (75%) of the costs of the dental plan for employees and the deductions for employees shall be made through payroll deductions.
  - (5) For employees hired on 1995 December 18 or earlier, the coverage shall be Plan A – one hundred percent (100%), Plan B – ninety percent (90%) and Plan C – ninety percent (90%).
- (b) See Section 6.07 for benefits applicable to Regular Part-Time and Casual Employees and Section 6.08 for benefits applicable to Temporary Full-Time Employees.

**Section 6.04 - Payment of Group Benefit Premiums**

- (a) **Leave of Absence** - the City will continue employees on the group benefit plans to which the employee subscribes at such time which leave of absence is granted. Such coverage will be at the full cost to the employee.
- (b) **Extended Sick Leave** - where employees have used all available sick leave credit and holiday pay, the City will continue to carry such employees on their existing group benefit plans for a six (6) month period only. The employees will be required to pay their portion of the benefits during the six (6) month period by the tenth (10<sup>th</sup>) day of each month. Should an employee not pay his/her share by the tenth (10<sup>th</sup>) of the current month, the coverage will be terminated. This clause only applies to medical, dental and group life insurance.
- (c) **Workers' Compensation Board** - while an employee is in receipt of Workers' Compensation payments or an arrangement under Section 6.05(d) hereof, the City shall continue payment of its share of the employee's group benefit premiums.

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- (d) **Layoff** - where an employee has been laid off by the City, the City will, if the employee so wishes, pay the City's share of the group benefit premiums for the month during which the lay-off occurred and the next month, providing the employee pays his/her share of the premiums to the City at the time of lay-off. Following that, the City will continue to administer the benefit plans for such laid off employees for as long as the employee enjoys seniority providing the entire cost of such benefits are paid each month in advance to the City.
- (e) An employee, currently on lay-off and enjoying seniority, and returning to work, is eligible immediately to resume the benefits he/she enjoyed prior to the lay-off.
- (f) **Disability** - The City will pay one hundred percent (100%) of the premiums for medical, AD&D, EHB, life insurance, and dental coverage for employees in receipt of a long term disability claim for a maximum of two (2) years.

#### **Section 6.05 - Sick Leave**

- (a) All Regular Full-Time Employees shall be granted eighteen (18) days sick leave with pay for each year of continuous service on the basis of one and one-half (1½) days per month on completion of the employee's six (6) month probationary period, retroactive to the employee's first completed calendar month of service. All unused sick leave to accumulate to a maximum of one hundred twenty (120) days.

See Section 6.07 for benefits applicable to Regular Part-Time and Casual Employees and Section 6.08 for benefits applicable to Temporary Full-Time Employees.

- (b) An employee who uses no sick leave and has no Workers Compensation Board (WCB) absences during any one or more of the following periods:

January 1<sup>st</sup> to February 28<sup>th</sup> or 29<sup>th</sup>;  
March 1<sup>st</sup> to April 30<sup>th</sup>;  
May 1<sup>st</sup> to July 31<sup>st</sup>;  
August 1<sup>st</sup> to October 31<sup>st</sup>;  
November 1<sup>st</sup> to December 31<sup>st</sup>,

shall receive one (1) day's pay at the employee's regular rate of pay at the end of each period or as soon thereafter as possible. Any payout of the sick time under this section will be deducted from the employee's accumulated sick leave total.

If the employee chooses to receive the payout as paid time off work, the time off shall be at a mutually agreeable time. An employee may also elect to leave their payout in their accumulated sick leave bank for future use as sick leave.

- (c) Employees may be required to provide a doctor's certificate to obtain sick pay.
- (d) When a Regular Full-Time Employee's claim for WCB temporary disability benefits is accepted by the WCB, the employee shall assign all monies received from the WCB to the City and the City shall pay to the employee, the employee's approximate net pay.

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In the event the WCB rejects a claim, or during a period of WCB delay prior to accepting one, the City will pay to the employee, approximate net pay, for as long a period as the employee has sick leave, vacation, and banked time entitlement, subject to providing a doctor's certificate, in order for the City to authorize the payment of sick leave should WCB reject the claim. Where WCB subsequently accepts an employee's claim, the employee's pay shall be recalculated retroactive for the period of claim.

- (e) Employees leaving work to attend a medical or dental appointment will notify their immediate non-bargaining unit supervisor, and may charge the time away from work to their unused sick leave.
- (f) Time off for medical and dental appointments or sickness may be taken up to seven (7) hours per fifth (1/5<sup>th</sup>) of a year as set out in Clause (b) above without losing the whole sick day payout. In other words, if, during a fifth (1/5<sup>th</sup>) of a year, an employee only had a two (2) hour dental appointment charged against his/her sick time, he/she would be paid five (5) hours from his/her sick time.
- (g) If an employee has exhausted their sick leave credits, the employee may, at the discretion of the Chief Administrative Officer, be allowed an extension of the sick leave. Upon return to work, arrangements shall be made to repay the extension in full.
- (h) The following shall apply to an employee who has reached the maximum sick leave accumulation of one hundred twenty (120) days and subsequently uses sick leave:

The sick leave used shall first be deducted from the sick leave credits that the employee would have earned if the employee had not previously reached the one hundred twenty (120) day maximum, calculated retroactive to January 01 of the current year only. Such calculation shall take into consideration any payout the employee received under paragraph (b). Thereafter any sick leave used shall be deducted from the employee's sick leave bank. Nothing in this provision shall alter the maximum sick leave accumulation of one hundred twenty (120) days.

(i) Sick Leave Reimbursement

An employee who has received sick leave benefits for injuries caused by a third party shall be obliged, in the event such employee undertakes an action for recovery of damages against the third party, to seek recovery of the total cost of wages and benefits paid to the employee while on sick leave. The employee shall be obliged to reimburse the Employer to the extent the employee succeeded in recovering such wages and benefits. This provision includes claims made to ICBC. Upon the City receiving such reimbursement it shall credit the employee with the number of days of sick leave proportionate to the amount so recovered, and in addition the City shall recalculate whether the employee would have earned any benefit(s) under Article 6.05(b).

In making a claim to the Court, the employee or his/her representative shall request the presiding judge, or judge and jury, to specify the amount of any award which is attributable to the recovery of the cost of wages, benefits and interest. In the case of an out-of-court settlement, a separate amount attributable to the recovery of the cost of wages, benefits and interest will also be

specified. Settlements that do not specify the amount attributable to wages, benefits and interest will be deemed to include the cost of wages and benefits paid to the employee while on sick leave plus reasonable interest unless the employee can demonstrate, to the satisfaction of the City, that such amounts were not recovered.

**Section 6.06 - Jury or Court Witness Duty Leave**

- (a) Regular Full-Time and Regular Part-Time Employees who are called to serve as jurors or are subpoenaed as witnesses in criminal or civil courts, shall be granted leave of absence for such purposes without loss of any privileges. Normal pay will continue to be issued on the usual pay dates. At the conclusion of his/her duty, the employee shall obtain a certificate from the Court showing the period of his/her jury or witness service and the amount of compensation received, and shall deposit this certificate together with the full amount of the compensation but not including travelling allowances with the City. Employees shall make every reasonable effort to request leave prior to such leave occurring.
- (b) In the event that the provisions of this section indicate abuses, the matter shall be dealt with as per Article 7, Section 7.05, Clause (a) of this Agreement.
- (c) See Section 6.07 for benefits applicable to Casual Employees and Section 6.08 for benefits applicable to Temporary Full-Time Employees.

**Section 6.07 - Regular Part-Time and Casual Employees Benefits**

(a) Percentage in Lieu of Benefits

Regular Part-Time Employees shall be paid an amount equal to sixteen percent (16%) of their regular earnings which shall be considered to be in lieu of all employee benefits including those providing for time off with pay except as provided in Section 6.06.

Casual Employees shall be paid an amount equal to twelve point five percent (12.5%) of their regular earnings which shall be considered to be in lieu of all employee benefits including those providing for time off with pay.

Regular Part-Time and Casual Employees shall be paid the applicable premiums for working on a Statutory Holiday. However, as they receive a percentage in lieu of benefits, an employee who does not work on a Statutory Holiday will not receive any pay or compensating time off in lieu of the holiday.

(b) Regular Part-Time Employees Option

A Regular Part-Time Employee who is scheduled to regularly work twenty (20) hours or more per week shall, on commencing employment or upon having their regular hours increased to twenty (20) or more hours per week, have a one-time option to participate in benefits or receive the percentage in lieu provided in paragraph (a) above. An employee who opted to receive the percentage in lieu of benefits shall have a further one-time option to participate in benefits, which shall be irrevocable.

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A Regular Part-Time Employee who elects to participate in benefits shall be eligible for the same benefits applicable to Regular Full-Time Employees provided that all time off with pay provisions are prorated on the same proportionate basis as the Regular Part-Time Employee's regular weekly schedule of hours bears to the full-time hours for that class of positions, including a proration of the maximum sick leave accumulation.

Where a Regular Part-Time Employee who is participating in benefits has their regular hours reduced such that the employee is no longer eligible to participate in benefits as per this paragraph (b), benefit coverage will cease at the end of the month in which the hours are reduced and the employee shall be paid a percentage in lieu of benefits pursuant to paragraph (a) commencing on the first of the month following the expiry of the benefit coverage.

- (c) Regular Part-Time and Casual Employee shall not be paid the percentage in lieu of regular earnings when on any unpaid leave of absence, except for Union leave where the Union has agreed to reimburse the City.

#### **Section 6.08 - Temporary Full-Time Employees Benefits**

Temporary Full-Time Employees are not entitled to any benefits other than those to which an employee becomes entitled by reason of statute. Effective on the first day of the month following completion of six (6) months of continuous service from the date of hire, a Temporary Full-Time Employee shall be entitled to all benefits, except annual vacation and coverage under the Municipal Pension Plan, that are applicable to Regular Full-Time Employees, with sick leave calculated retroactive to the date of hire. A Temporary Full-Time Employee shall be entitled to coverage in accordance with the Municipal Pension Plan rules.

Temporary Full-Time Employees shall be paid an amount equal to six percent (6%) of their regular earnings each pay period which shall be considered to be in lieu of paid annual vacation. A Temporary Full-Time Employee may, upon request, be granted leave of absence without pay for vacation purposes, with scheduling subject to operational requirements.

When a previous Temporary Full-Time Employee is re-employed within six (6) months as a Temporary Full-Time Employee, the employee shall not have to re-serve the qualifying periods for any of the Medical, Extended Health, Dental, or Group Life Insurance benefits for which the employee had previously qualified. The employee shall be reinstated on the applicable benefits the first of the month following the date of rehire. Any benefits that the Temporary Full-Time Employee had not previously completed the qualifying period for shall be re-served in full.

#### **Section 6.09 - Same Sex Benefit Coverage**

An employee who co-habits with a person of the same sex, and who promotes such a person as a "spouse" (partner), and who has 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.

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**Section 6.10 - Municipal Pension Plan**

Employees shall be entitled to contribute to the Municipal Pension Plan in accordance with the Municipal Pension Plan Rules made under the authority of the Public Sector Pension Plans Act.

An employee who is enrolled in the Municipal Pension Plan shall continue to participate in the Plan regardless of a reduction in their hours of work or a change to their employment status. Contributions made by the City and the employee shall be made on the basis of the new hours worked, and are subject to the requirements of the Municipal Pension Plan Rules.

**Section 6.11 - Family Illness**

Where no one other than the employee can provide for the care of an immediate member of the employee's family (defined as spouse, child or parent) during an illness, an employee shall be entitled, after notifying the employee's immediate Supervisor, to use up to two (2) accumulated sick leave days per calendar year for this purpose. The use of sick leave days for family illness will affect the employee's payment under Section 6.05(b).

This provision is subject to the requirements regarding eligibility for EI Rebates and employees shall not be entitled to use accumulated sick leave days for family illness where such use will affect the eligibility for EI Rebates.

**ARTICLE 7 - WORKING CONDITIONS**

**Section 7.01 - Rest Periods and Lunch Periods**

All employees of the City shall be granted a ten (10) minute paid rest period in the first half and second half of each full working shift (e.g. seven (7) or eight (8) hours). Wherever possible, employees who work less than a full working shift but for no less than four (4) hours shall be granted one (1) ten (10) minute paid rest period. Employees working longer than five (5) consecutive hours shall be entitled to an unpaid lunch period.

**Section 7.02 - Employee Responsibility**

It shall be the responsibility of each and every employee to take all reasonable precautions to preserve all records, machines and equipment under his/her care.

**Section 7.03 - Picket Line Protection**

No employee covered by this Agreement, except in emergency conditions, will be required to enter any building, property or business where a picket line is in evidence, where such picket line is established under the Statutes of British Columbia or the Statutes of the Federal Government of Canada. Failure to cross such a picket line by the members of the Union shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action.

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**Section 7.04 - Absence Without Leave**

An employee who is absent without leave for a period of more than ten (10) working days, shall be dismissed and his/her employment with the City terminated. The grievance procedure under Section 4.01 hereof applies.

**Section 7.05 - Labour/Management Discussions and Leave of Absence for Union Business**

- (a) In the event of discussions being considered necessary by either party during the term of this Agreement related to new classifications, rates of pay, hours of work, or matters arising under Section 7.11 of this Article, or matters relating to Article 6, Section 6.05 or other working conditions not provided for in this Agreement it is agreed that either party shall meet the other party in order to carry out such discussions as soon as possible, and in any event, not later than fifteen (15) days from the date of the written request by one party to an officer of the other party.

For the purpose of this paragraph it is mutually agreed between the parties hereto that the representatives appointed by each side shall not exceed five (5) members per side present at any meeting, of which not more than three (3) shall be City employees.

- (b) The Union agrees that none of its members shall transact any of its business or any Union business during working hours, except the Union President and Secretary or their appointed representatives who may, from time to time, meet with the Chief Administrative Officer or other officials of the City to transact business relating to personnel and the Collective Agreement, and with the exception of paragraph (a) above.
- (c) For the purpose of paragraphs (a) and (b) above, the City agrees that any officers or members of the Union who may be requested to be in attendance at any such meeting shall do so without loss of wages or other benefits.
- (d) All applications for leave of absence for Union business, whether with or without pay, shall be granted only to those official Union representatives whose absence in any specific case does not interfere with the operational requirements of the City.
- (e) With respect to any leave of absence granted without pay, the City shall continue to pay each representative's regular wage and shall render an account to the Union for the representative's regular wage plus an additional flat rate of thirty percent (30%) of the wage to offset the costs of benefits paid by the City while representatives are on leave of absence. The flat rate percentage is intended to reflect City costs associated with vacation, general holidays, sick leave, workers' compensation, Canada Pension Plan, Employment Insurance, Group Life Insurance, Medical Services Plan, Extended Health, Dental, and Municipal Pension Plan. In the event the Union representative is a Casual or Regular Part-Time Employee receiving a percentage in lieu of benefits payment, the Union shall reimburse the City the same percentage as the employee is receiving. The Union shall then reimburse the City to the amount of the account rendered within thirty (30) days.

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- (f) Upon application to, and upon receiving the permission of the City in each specific case, up to two (2) official representatives of the Union may be granted leave of absence without loss of pay for the purpose of settling a grievance as outlined elsewhere in this Agreement.
  - (g) Upon application to, and upon receiving the permission of the City in each specific case, up to three (3) official representatives of the Union may be granted leave of absence without loss of pay for the purpose of collective bargaining with the City.
  - (h) It is understood that official representatives of the Union be granted leave of absence, without pay, to attend Union conventions or perform any other functions on behalf of the Union and its affiliates, provided not more than two (2) Union representatives shall be away at any one time. Such leave of absence shall not affect the employee's seniority and/or benefits contained in this Agreement. Any such leave of absence shall not exceed one (1) calendar month's time.

#### **Section 7.06 - Payment of Pay Grade Increments**

In all cases where an employee has been promoted or reclassified as to employment, payments of pay grade increments shall be made from the anniversary date of such promotion or reclassification, and not from the anniversary date of his/her employment by the City.

#### **Section 7.07 - Special Service Pay**

The Union wishes to place on record that in the event of an employee's supervisor desiring to recommend an employee for an increase to cover any special service, such increase will not be objected to by the Union and such action has its approval.

#### **Section 7.08 - General Leave of Absence**

- (a) Employees desiring leave of absence with or without pay for any reasons, shall submit an application in writing where practicable for such leave to the Chief Administrative Officer, or designate. The Chief Administrative Officer, or designate, shall make the decision, based on the circumstances and merits of each application. Such leave of absence request shall not be unreasonably refused by the Chief Administrative Officer, or designate.
- (b) Leave of Absence for Public Duties
  - (i) The City recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the City shall allow leave of absence without loss of benefits provided the employee pays full cost of benefits so that the employee may be a candidate in federal, provincial, or municipal elections.
  - (ii) Subject to (iii) below, an employee who is elected to public office shall be allowed leave of absence without loss of seniority during his/her first term of office.
  - (iii) An employee who is re-elected for an additional term after having the benefit of (ii) above, shall not be entitled to receive the benefit of this provision again.

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**Section 7.09 - Maternity and Parental Leave**

- (a) An employee shall be entitled to Maternity and Parental leave in accordance with the provision of Part 6 of the Employment Standards Act.
- (b) 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 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.

**Section 7.10 - Bereavement Leave**

- (a) Leave of absence, not exceeding three (3) working days, without loss of pay, shall be granted to Regular Full-Time and Temporary Full-Time Employees attending the funeral of an employee's spouse (including common-law spouse and same-sex partner), child (including foster, adopted

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and step-child), father, mother, sister, brother, grandparent, grandchild, father-in-law, mother-in-law, brother-in-law, or sister-in-law.

- (b) Any employee who qualifies for bereavement leave without loss of pay under paragraph (a), and who is required to travel to a point outside the Lower Mainland of British Columbia (defined as the area included within the Metro Vancouver Regional District, Fraser Valley Regional District, Squamish-Lillooet Regional District and Sunshine Coast Regional District) may be granted additional leave without loss of pay for a further period of two (2) working days.
- (c) Notwithstanding Section 6.07, Regular Part-Time and Casual Employees shall be entitled to Bereavement Leave of up to three (3) working days without loss of pay for work that was previously scheduled during the three (3) calendar day period immediately following the death.
- (d) Upon application to, and upon receiving permission of the Chief Administrative Officer or designate, an employee may be granted leave of up to one-half (½) day without loss of pay in order to attend a funeral as a pallbearer in any case other than one covered by paragraph (a) herein.

#### **Section 7.11 - Job Descriptions**

- (a) The City or its agents agrees to draw up job descriptions for all positions and classifications for which the Union is the bargaining agent. These descriptions shall be presented to the Union and shall become the recognized job description unless the Union presents written objection within thirty (30) days. If the parties are unable to agree on the job description, such dispute shall be submitted to grievance and arbitration.

Classifications and job descriptions so established shall not be eliminated without prior notification to the Union. The Union reserves the right to grieve any such change.

- (b) Changes in Classification

When the duties in any classification are changed or increased by the City, or where the Union and/or an employee feels he/she is unfairly or incorrectly classified, or when any position not covered by the wage schedules attached hereto is established during the term of this Agreement, the rate of pay shall be subject to negotiations between the City and the Union. If the parties are unable to agree on the reclassification and/or rate of pay of the job in question, such dispute shall be submitted to grievance and arbitration. The new rate shall be retroactive to the date the application for reclassification was submitted by the employee or the Union to the City.

#### **Section 7.12 - Car and Mileage Allowance**

Employees who are authorized to use their own vehicle to conduct business on behalf of the City shall be reimbursed in accordance with the current Canada Revenue Agency non-taxable rate per kilometer.

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**Section 7.13 - Education Allowance**

- (a) The Employer shall pay one hundred percent (100%) of the course fee of any approved course of instruction for an employee to better qualify him/herself to perform his/her job. For reimbursement to be made, the course of instruction must be approved by the Chief Administrative Officer and will only be paid upon successful completion of such course. The City will pay one hundred percent (100%) of the cost of first aid courses for up to a maximum of two (2) employees per year.
- (b) Professional Fees & Licences

It is agreed that the City shall reimburse professional fees for any employee who is required to be a member of a professional association and licence for any employee who is required to be licensed (licences other than motor vehicle operators) and such fee or licence to be subject to the approval of the Chief Administrative Officer.

**ARTICLE 8 - WAGES**

**Section 8.01 - Wages**

- (a) The schedule of wages and classifications for all the employees of the City covered by this Agreement, shall be in accordance with the Schedules attached hereto and forming part of this Agreement.
- (b) Payment of wages shall be issued bi-weekly on a Friday.
- (c) Payment of wages for vacations, general holidays, paid leave of absence, sick leave, or other paid authorized leave, shall be at the employee's regular classified rate of pay and shall not include any type of premium pay.

**Section 8.02 - Temporary Appointments - Inside**

- (a) When any inside employee is appointed or requested by his/her supervisor to perform, temporarily, work for which a higher classification is provided, the employee's rate of pay shall be adjusted on the following basis:

If the appointment is for one (1) working day, the employee shall be paid the standard rate in the higher classification. This adjustment is to be made for each working day or more that said employee is required to function either partly or wholly in the higher classification. In all cases of temporary appointment exceeding one (1) working day, the employee shall be notified of the appointment in writing by his/her supervisor or the Chief Administrative Officer.

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- (b) When any inside employee is directed by his/her supervisor to temporarily perform work in a lower classification, the employee shall continue to be paid the established rate of pay for the regular higher classification.

**Section 8.03 - Temporary Appointments - Outside**

- (a) When an outside employee is appointed or requested by his/her supervisor to temporarily perform work for which a higher classification is provided he/she shall be paid immediately the established rate quoted for the higher position to which he/she has been temporarily assigned.
- (b) When an outside employee is directed by his/her supervisor to temporarily perform work in a lower classification, he/she shall continue to be paid the established rate of pay for his/her regular classification.

**Section 8.04 - Temporary Appointments Outside the Bargaining Unit**

It is the policy of the City and the Union to co-operate in every practical way with employees who desire advancement to classifications covered under Section 1.01 of this Agreement. Accordingly, when an employee is appointed or requested by his/her supervisor to perform work on a temporary basis in a classification listed in Section 1.01 of the Agreement, he/she shall be paid while performing such work not less than fifty percent (50%) of the difference between his/her current rate and the rate of the temporary position listed in Section 1.01 of the Agreement. It is further understood that for the period of the temporary appointment, such employee will retain all benefits and rights accorded under the Agreement, and will be returned to his/her regular job without loss of seniority on completion of the temporary appointment.

**Section 8.05 - Overtime**

- (a) Overtime shall be defined as time worked in excess of the standard day (i.e. seven (7) or eight (8) hours as the case may be) or the standard work week (i.e. thirty-five (35) or forty (40) hours as the case may be).
- (b) Overtime Rate

For overtime work that is immediately prior to or immediately following an employee's regular shift, the employee shall be paid time and one-half (1½X) the employee's regular hourly rate for the first two (2) hours of overtime and double (2X) the employee's regular hourly rate for any overtime worked beyond the first two (2) hours.

All overtime that is not immediately prior to or immediately following an employee's regular shift and all overtime that is worked on an employee's days off (e.g. Saturday and Sunday) shall be paid at double (2X) the employee's regular rate.

Where an employee is required to work on a statutory holiday, such employee shall be compensated by the payment of double (2X) 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.

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- (c) It is agreed between the parties that any employee who is required to work overtime on Saturdays or Sundays, shall be paid as provided in clause (b) hereof or a minimum of two (2) hours pay at the applicable overtime rate or overtime rates for all hours worked, whichever is greater.

(d) Time Off In Lieu of Overtime Payment

Time off in lieu of payment for overtime shall be allowed and shall be calculated on time and a half (1½X) basis, for every hour worked, one and one-half (1½) hour time off; and for double (2X) time basis, for every hour worked, two (2) hours' time off. The accumulation shall not exceed eighty (80) hours for the outside staff and seventy (70) hours for the inside staff in any calendar year.

Time off credits not taken by the employee prior to December 31, in any calendar year, shall be paid to the employees by January 31<sup>st</sup> in the following year. An employee wishing to take time off in lieu of overtime must request same from his/her supervisor, at least three (3) working days in advance of the time off.

Time off is to be taken as mutually agreed by the employee's supervisor and the employee concerned at the average hourly rate at which the time was accumulated.

The employee shall request such accumulation at the time of reporting any overtime rates.

No accumulation of overtime shall be carried forward to the following year.

(e) Call Out

Any employee who is called to work from his/her residence outside of his/her regular working hours shall be considered to have been called out and shall receive overtime rates of pay as provided in clause (b) hereof, or a minimum of two (2) hours pay at overtime rates of pay, whichever is greater. Time shall be computed from the time the employee commences work until the employee is instructed to cease work.

If additional calls are made upon the employee prior to the expiry of the initial two (2) hour period, such additional calls shall not attract an additional two (2) hour minimum.

Employees who are called out shall receive compensation for mileage at the applicable mileage rates, one way when providing their own transportation. Notification given to an employee to work outside his/her regular working hours prior to the employee ceasing work for the day shall not constitute a call out.

This Section 8.05(e) is not applicable to employees who are working less than full-time hours, but will apply to such employees on days when they worked the equivalent of a full shift.

(f) Recreation Employees

Recreation Employees shall not be covered by paragraphs (a), (b) and (c) and instead shall be paid for overtime as follows:

- (1) time and one-half (1½X) for the first two (2) hours worked in excess of the standard work day (i.e. seven (7) or eight (8) hours as the case may be);
- (2) two times (2X) for all overtime worked in excess of the first two (2) hours of overtime in a day;
- (3) when an employee has not worked the standard work week hours (i.e. thirty-five (35) or forty (40) hours) on five (5) days during the week, the employee may work a sixth (6<sup>th</sup>) day of work in that week at straight time pay up to the standard work week (i.e. thirty-five (35) or forty (40) hours); thereafter, overtime provisions would apply as per (1) and (2) above. If an employee works seven (7) days in a week they shall be paid overtime for all hours worked on the seventh (7<sup>th</sup>) day.

**Section 8.06 - Stand-by Pay**

Weekend

An employee of the City who is required to stand-by on weekends shall be paid one (1) hour's pay at the employee's regular rate of pay or the Chargehand rate, whichever is greater, for standing by for the period four-thirty (4:30) p.m. through eight (8:00) a.m. the following day and two and a half (2½) hours pay per day for standing by for the period eight (8:00) a.m. through eight (8:00) a.m. the following day.

Monday to Thursday

An employee of the City who is required to stand-by after completing a regular day shift shall be paid one (1) hour's pay at the employee's regular rate of pay or the Chargehand rate, whichever is greater, for standing by each day.

**ARTICLE 9 - HOURS OF WORK**

**Section 9.01 - Inside Employees**

- (a) The regular hours of work for inside employees of the City shall be seven (7) hours per day with one (1) hour off for lunch, Monday through Friday. No overtime shall be worked by any inside employee except with express approval and authority of the appropriate supervisor and the hours of overtime worked shall be certified by the said supervisor to the Payroll Department before payment is made. Payment for overtime worked shall be in accordance with the provisions of Article 8 Section 8.05 of this Agreement, and shall be paid when an inside employee is required

to work in excess of seven (7) hours in the regular work day or for work performed on Saturdays or Sundays.

(b) Recreation Employees

Recreation Employees shall be permitted to work up to seven (7) hours per day at straight-time rates to a maximum of thirty-five (35) hours per week, Monday to Sunday except those employees included in Schedule "D" who shall be permitted to work up to eight (8) hours per day at straight-time rates to a maximum of forty (40) hours per week, Monday to Sunday.

(c) See attached Letter of Understanding regarding By-Law and Parking Enforcement Officers.

**Section 9.02 - Outside Employees**

The regular hours of work for outside employees, except for Temporary Full-Time and Casual employees employed between March 1 and October 31, shall be any eight (8) consecutive hours between seven (7:00) a.m. and five-thirty (5:30) p.m. daily, and one-half (½) hour off for lunch, Monday through Friday inclusive. The regular hours of work for Temporary Full-Time and Casual outside employees employed between March 1 and October 31, shall be any eight (8) consecutive hours between seven (7:00) a.m. and five-thirty (5:30) p.m. daily, and one-half (½) hour off for lunch, and shall be any five (5) consecutive days. The City shall have the right to establish shifts other than the regular day shift provided that in all cases shift schedules are posted. Any employee required to work a shift other than the shift posted on the schedule shall receive forty-eight (48) hours' notice of change of shift. Notwithstanding the foregoing, all employees required to work in excess of eight (8) hours per day or forty (40) hours per week shall receive overtime rates of pay as provided by Article 8, Section 8.05 of this Agreement.

**Section 9.03 - Reporting for Work**

It shall be the duty of all employees to report for work on each and every working day at the prescribed hours as set out in the hours of work schedule.

Failure of employees to comply with the provisions of this clause may result in disciplinary action by the City, provided, however, that where employees are unable to report personally, they will notify their immediate non-bargaining unit supervisor or some other official of the City prior to the commencement of the working day, or as soon as possible thereafter.

**Section 9.04 - Shift Differential**

All employees of the City, except Recreation Employees, shall receive a shift differential of sixty cents (60¢) per hour for all scheduled hours worked on a shift other than the regular day shift, except for the sweeper operator who will be paid a shift differential of seven percent (7%) per hour.

Such differential shall not apply to the provisions of Article 8, Sections 8.05 and 8.06 of this Agreement.

For the purpose of this clause, the regular day shift hours shall be defined as in Article 9 of this Agreement.

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**ARTICLE 10 – SENIORITY AND LAYOFF**

**Section 10.01 - Seniority**

(a) Accumulation of Seniority

Regular Full-Time and Temporary Full-Time Employees shall accumulate seniority on the basis of their continuous service with the City, calculated, after completion of the probationary period, from the first day of the probationary period. Regular Part-Time Employees shall accumulate seniority on the basis of the hours worked, calculated, after completion of the probationary period, from the first day of the probationary period. All Regular Full-Time, Temporary Full-Time, and Regular Part-Time Employees shall be placed on one seniority list.

(b) Retention of Seniority

Seniority of employees shall be retained and accumulated on the following basis:

- (i) Employees who are laid off shall retain their seniority for a period of one (1) year.
- (ii) Employees who are on Sick Leave as per Section 6.05.
- (iii) Employees who are on an authorized leave of absence.
- (iv) Employees who are absent while serving the Armed Forces, during a national emergency and for a period of ninety (90) days after honourable discharge.

(c) Loss of Seniority

An employee shall lose seniority and be deprived of any further rights under the collective agreement for any of the following reasons:

- (i) Voluntarily leaving the service of the City.
- (ii) Discharge for proper cause, failing reinstatement.
- (iii) Continuous lay-off for a period exceeding one (1) year.
- (iv) In the case of Temporary Full-Time Employees, not working for a period of twelve (12) months.

(d) Probationary Period

- (i) All new Regular Full-Time, Temporary Full-Time and Regular Part-Time Employees are hired on a probationary basis. The probationary period of employment shall continue for six (6) months.
- (ii) Temporary Full-Time Employees who have completed their probationary period and are re-employed within six (6) months as a Temporary Full-Time Employee shall not re-serve the probationary period contained in paragraph (i).

(e) Transfers Within the Bargaining Unit

Transfers may be made within the City from one department to another on the following basis:

- (i) An employee may apply for transfer to the Chief Administrative Officer or designate.
- (ii) No employee shall be transferred without due regard to the seniority provisions of this Section of the Agreement. That is, when more than one employee in a department is qualified and suitable for a transfer, the opportunity for transfer shall be provided first to the most senior employee.

(f) Transfers Outside the Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without the employee's consent. If an employee is transferred to a position outside of the bargaining unit, that employee shall retain seniority acquired at the date of leaving the bargaining unit, but shall not accumulate any further seniority. Bargaining unit employees transferred on a temporary basis shall accumulate seniority within the bargaining unit. Such an employee who later returns to the bargaining unit shall be placed in a job commensurate with the employee's competency and seniority. Such return will not result in the layoff or bumping of an employee holding greater seniority.

- (g) Regular Part-Time Employees shall have preference to available work on the basis of seniority provided the employee has the required knowledge, abilities, and skills.

**Section 10.02 - Layoff Process**

- (a) When an employee's regular job temporarily or permanently ceases to exist because of temporary conditions or because of permanent changes in work procedures, the employee shall gain access to the provisions of Sections 10.02, 10.03, and 10.04.
- (b) Layoff notice will be issued in reverse order of seniority within each classification, provided the remaining employees have the knowledge, skills, and ability to perform the required work.
- (c) All employees shall receive at least ten (10) working days' notice of their layoffs or pay in lieu thereof, except those employees who have more than one (1) year of service with the City, who

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shall receive fifteen (15) working days' notice or pay in lieu thereof. If work is made available by the City, the affected employee must work those ten (10) or fifteen (15) working days of notice, whichever is applicable, and if work is not made available by the City, the employee shall be paid in lieu of notice.

- (d) If there is a vacant position at the employee's current pay grade for which the Employer deems the employee qualified, the Employer may, at its discretion, place the employee who has received layoff notice in that position without posting. Employees who do not wish to be so placed will be deemed to have accepted layoff and shall exercise the options as per Article 10.03(b) and will not have a right of recall to the rejected position.

### **Section 10.03 - Service Severance Pay**

- (a) A regular employee who has received written notice of lay-off and has not been offered a placement to a vacant position shall, within five (5) calendar days, elect to:
- (i) exercise seniority rights for bumping purposes; or
  - (ii) accept lay-off.
- (b) If the employee accepts lay-off, the employee shall, within thirty (30) calendar days from the effective date of lay-off, elect to:
- (i) either retain seniority rights of lay-off and recall; or
  - (ii) accept severance pay.
- (c) If the employee elects to exercise seniority rights for bumping purposes, the employee shall attempt to bump a more junior employee in the following order:
- (i) the least senior employee in any classification at the employee's current pay grade
  - (ii) the least senior employee in a lower pay grade.
- In all cases, bumping shall be contingent on the employee having the required knowledge, skills, and ability.
- (d) The employee may elect to transfer to a vacant position at a lower pay grade if the employee deems it preferable to bumping or if bumping is unsuccessful.
- (e) Upon acceptance of severance pay, all seniority rights and rights to recall under the agreement are terminated; or upon acceptance of retention of seniority rights of lay-off and recall, all rights to severance pay under these provisions are terminated.
- (f) Entitlement to, and severance pay for each regular employee will be as follows:

- (i) Three (3) days' pay for each calendar year of service up to and including five (5) calendar years of service.
- (ii) Five (5) days' pay for each calendar year of service after six (6) years of service.
- (iii) 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. Severance pay shall be based on the employee's rate of pay at the effective date of his or her termination.

#### **Section 10.04 - Rehiring**

Employees who have been laid off shall be recalled to work in the reverse order of their lay-off. That is, the last employee laid off shall be the first rehired, subject to the following conditions:

- (a) The employee shall be first rehired into the Department from which the employee was laid off and second, shall be afforded the first opportunity to work in any other Department, provided, however, that the employee is capable of performing the work which may be available.
- (b) It shall be the duty of all laid off employees to provide to the City their current contact information, including email, address and telephone number.
- (c) In the event of recall, the City shall notify laid off employees by email, telephone, or registered letter. Employees shall notify the City of their intention to return to employment within seventy-two (72) hours of delivery of the notification and shall report for work within five (5) days of acceptance of their recall.

### **ARTICLE 11 - POSTINGS AND PROMOTIONS**

#### **Section 11.01 - Postings**

Vacancies and new positions covered by this Agreement shall be posted and remain posted for a period of five (5) working days prior to the filling of the vacancy or new position. The City will post all regular positions except the Engineering Worker position and the Parks Worker position. It is agreed between the parties that should the necessity arise, the vacancy or new position can be filled by a temporary employee for a period not exceeding twenty (20) working days; however, due to unusual circumstances, this period may be extended by mutual consent. Appointees from within the bargaining unit shall be made within four (4) weeks, wherever possible, of the job posting date.

#### **Section 11.02 - Promotions**

- (a) In making promotions the required knowledge, ability and skills for the position shall be the primary consideration, and where two or more employees are equally capable of filling the position, years of service with the City shall be the deciding factor.

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Where a question of equality of capabilities arises, the senior employee shall be given the first opportunity to demonstrate his/her qualifications before any person is confirmed in the position to be filled.

- (b) The successful applicant shall be placed on evaluation/trial period for a period of three (3) months. Conditional on satisfactory service, such promotion shall become permanent after the period of three (3) months. In the event the successful applicant proves unsatisfactory during the aforementioned evaluation/trial period, or if the employee finds him/herself unable to perform the duties of the new job classification, he/she shall be returned to his/her former position without loss of seniority and at the wage applicable to such former position. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his/her former position without loss of seniority and at such wage applicable to such former position.

## **ARTICLE 12 - OCCUPATIONAL HEALTH AND SAFETY COMMITTEE**

### **Section 12.01 - Occupational Health and Safety Committee**

(a) Co-operation of Safety

The Union and the City shall co-operate in improving safe work procedures which will provide adequate protection to employees engaged in hazardous work.

- (b) An Occupational Health and Safety Committee shall be established and composed of two representatives appointed by the Employer, and two representatives appointed by the Union.

- (c) The Occupational Health and Safety Committee shall hold meetings as requested by the Union or by the Employer to deal with all unsafe, hazardous or dangerous situations. Representatives of the Union shall suffer no loss of pay for attending such meetings. Copies of minutes of all Committee meetings shall be sent to the Employer and to the Union.

- (d) Employees working in any unsanitary or dangerous job shall be supplied with all the necessary tools, safety equipment and protective clothing.

- (e) An employee will not be required to work at a job site which is unsafe. If an employee is concerned about the safety of the job site or the equipment assigned, he/she will immediately report the condition to his/her management supervisor who will ensure that the work is performed without undue risk. If the matter remains unresolved, it shall be referred to the Occupational Health and Safety Committee. If, in the opinion of the Committee, the job site or equipment is unsafe, the employee shall not be disciplined for his refusal to work due to the unsafe condition.

- (f) The Occupational Health and Safety Committee shall be notified of each accident or injury and shall investigate and report to the Union as soon as possible on the nature and cause of the accident or injury.

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- (g) An employee who is injured during working hours, and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of the shift at his/her regular rate of pay, without deduction from sick leave, unless a doctor or nurse states that the employee is fit for further work on that shift. An employee who has received payment under this section shall receive pay for time necessarily spent for further medical treatment of the injury during regularly scheduled working hours, subsequent to the day of the accident.
  - (h) Transportation to the nearest physician or hospital for employees requiring medical care as a result of an accident shall be at the expense of the Employer.
  - (i) It is understood by the parties that every effort will be made to prevent environmental pollution. It will be the objective that neither the City nor the Union will knowingly or purposely engage in practices which will cause serious damaging effects to the environment.
  - (j) Disclosure of Information: upon request, the employer shall provide the Occupational Health and Safety Committee with the information it is capable of obtaining from its suppliers on the biological agents, compounds, substances and by-products used in the work environment.

### **ARTICLE 13 - SPECIAL PROVISIONS**

#### **Section 13.01 - Premium Pay**

(a) Dirty Pay

Employees performing any assigned work where they come in contact with raw sewage shall receive an additional seventy-five cents (75¢) per hour over their regular classified rate of pay with a minimum of four (4) hours pay if they work in contact with raw sewage under four (4) hours and a minimum of eight (8) hours pay if they are in contact with raw sewage over four (4) hours.

(b) Work of an Abnormal Nature

Employees of the City shall be paid a bonus of thirty cents (30¢) per hour when performing work of an abnormal nature upon classification by the foreman in charge of the work. Without restricting or limiting the generality of the foregoing, work of an abnormal nature shall include working in a ditch that is five (5) feet or more below ground level or while operating snow plowing equipment. Dirty pay and work of an abnormal nature pay sections may be compounded. In other words, a person receiving dirty pay may be eligible to also receive work of abnormal nature pay for the same work.

#### **Section 13.02 - Provision of Clothing**

- (a) Employees who are in the Engineering Operations and Parks Operations Divisions and whose classifications are listed in Schedule "C" shall be provided with overalls or coveralls and with gloves. The City shall provide laundry service for the above items.

- (b) Clothing damaged during the course of an employee's work that is damaged beyond reasonable expectation may be replaced by the City on approval of the department head.
- (c) Employees who are required to wear safety work boots in accordance with WorkSafeBC regulations shall be reimbursed up to fifty dollars (\$50.00) once per calendar year on receipt of proof of purchase.

**Section 13.03 - Labour Management Committee**

The City and the Union agree that a Labour-Management Committee shall be set up to seek solutions to mutual problems and to achieve mutual objectives including any matter arising out of technological change.

**Section 13.04 - First Aid Attendants**

Employees who are required by the City to perform first aid duties in addition to their normal duties and who hold a valid Workers' Compensation Board Occupational First Aid Certificate shall be paid a premium in accordance with the certificate required by the City as follows:

	<u>Full-Time Employees</u>	<u>Regular Part-Time Employees</u>
OFA Level II	\$125.00 per month	80¢ per hour

The City will pay course fees for the OFA Level II course for employees who are required to have such certification.

**Section 13.05 - Sexual Harassment**

All personnel have the right to work without sexual harassment. Any complaint alleging sexual harassment will be dealt with in the Grievance Procedure and will commence at Step (c), as outlined in Article 4.

**Section 13.06 - Discrimination**

It is agreed that there shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or stronger disciplinary action exercised or practiced with respect to an employee by reason of age, race, creed, colour, national origin, physical or mental disability, political or religious affiliation, sex, sexual orientation, or membership or activity in a union or, by reason under the Human Rights Code.

**Section 13.07 - Shop Steward**

A shop steward shall be in attendance for all disciplinary discussions between employer and employees.

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**Section 13.08 - Personnel Files**

An employee who makes a verbal request to the Chief Administrative Officer or designate shall be entitled to review and make copies of the contents of their personnel file, at a mutually convenient time, in the presence of a person authorized by the Chief Administrative Officer or designate. An employee may designate, in writing to the Chief Administrative Officer on each occasion, a Union Representative to review and make copies of the employee's file.

**Section 13.09 - Co-Op Students and Incentive Employees**

(a) Co-op Student

- (1) A Co-Op Student shall be defined as an employee who is employed in fulfillment of the requirements of a Co-Op Program offered by a post-secondary institution.
- (2) No more than two (2) Co-Op Students shall be employed per year, unless the Union agrees to more.
- (3) Co-Op Students shall not be entitled to seniority or any benefits provided by the Collective Agreement unless specifically identified as being eligible.
- (4) The City shall provide the Union with written notice of the employment of any Co-Op students.
- (5) Where the rate of pay for a Co-Op Student is not set by the educational institution, the rate of pay shall be determined on a case-by-case basis by agreement between the Employer and the Union.

(b) Incentive Employee

- (1) An Incentive Employee shall be defined as an employee hired under the provisions of a federal or provincial grant applied for by the City.
- (2) Where the City applies for government grants that require approval of the Union, the Union agrees that it will approve the application provided that:
  - (i) Not more than four (4) Incentive Employees shall be employed per year; and
  - (ii) the employees shall be paid the appropriate rate of pay provided in the Collective Agreement.
- (3) Incentive Employees shall not be entitled to seniority or any benefits provided by the Collective Agreement unless specifically identified as being eligible. However, if retained at the completion of their employment as an Incentive Employee, they shall have seniority rights recognized as retroactive to the date of their employment.

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- (4) The City shall provide the Union with written notice of any grant applications and the government's acceptance or rejection of the application.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals.

The Corporate Seal of THE CITY OF LANGLEY  
CIVIC EMPLOYEES CUPE LOCAL 2058 was  
hereunto affixed in the presence of:

“Andrew Brown”

\_\_\_\_\_  
PRESIDENT

“Janine Clough”

\_\_\_\_\_  
SECRETARY

May 24<sup>th</sup>, 2022

\_\_\_\_\_  
Date Signed

The Corporate Seal of THE CITY OF LANGLEY was  
hereunto affixed in the presence of:

“Val van den Broek”

\_\_\_\_\_  
MAYOR

“Francis Cheung”

\_\_\_\_\_  
CHIEF ADMINISTRATIVE OFFICER

May 26<sup>th</sup>, 2022

\_\_\_\_\_  
Date Signed

SCHEDULE "A"

INSIDE PAY GRADES

Effective January 01, 2020

<u>Grade</u>	<u>Start</u>	<u>12 Month</u>	<u>24 Month</u>
8.....	25.82	26.04	26.51
9.....	26.04	26.51	27.02
10.....	26.51	27.02	27.44
11.....	27.02	27.44	28.07
12.....	27.44	28.07	28.51
13.....	28.07	28.51	29.10
14.....	28.51	29.10	29.65
15.....	29.10	29.65	30.45
16.....	29.65	30.45	31.10
17.....	30.45	31.10	31.84
18.....	31.10	31.84	32.81
18A.....	29.12	31.84	34.27
19.....	31.84	32.81	33.50
20.....	32.81	33.50	34.64
21.....	33.50	34.64	35.61
22.....	34.64	35.61	36.54
23.....	35.61	36.54	37.73
24.....	36.54	37.73	38.83
25.....	37.73	38.83	39.99
26.....	38.83	39.99	41.32
27.....	39.99	41.32	42.69
28.....	41.32	42.69	43.89
29.....	42.69	43.89	45.39
29A.....	47.22	48.55	49.86
30.....	43.89	45.39	46.86

**INSIDE PAY GRADES**  
Effective January 01, 2021

<u>Grade</u>	<u>Start</u>	<u>12 Month</u>	<u>24 Month</u>
8 .....	26.34	26.56	27.04
9 .....	26.56	27.04	27.56
10 .....	27.04	27.56	27.99
11 .....	27.56	27.99	28.63
12 .....	27.99	28.63	29.08
13 .....	28.63	29.08	29.68
14 .....	29.08	29.68	30.24
15 .....	29.68	30.24	31.06
16 .....	30.24	31.06	31.72
17 .....	31.06	31.72	32.48
18 .....	31.72	32.48	33.47
18A.....	29.70	32.48	34.96
19 .....	32.48	33.47	34.17
20 .....	33.47	34.17	35.33
21 .....	34.17	35.33	36.32
22 .....	35.33	36.32	37.27
23 .....	36.32	37.27	38.48
24 .....	37.27	38.48	39.61
25 .....	38.48	39.61	40.79
26 .....	39.61	40.79	42.15
27 .....	40.79	42.15	43.54
28 .....	42.15	43.54	44.77
29 .....	43.54	44.77	46.30
29A.....	48.16	49.52	50.86
30 .....	44.77	46.30	47.80

**SCHEDULE "B"**

**INSIDE STAFF CLASSIFICATIONS & PAY GRADES**

<b><u>CLASSIFICATION</u></b>	<b><u>PAY GRADE</u></b>
Clerk 2 .....	9
Operations Centre Clerk .....	11
Receptionist .....	12
Clerk 3 .....	12
Clerk-Typist 3 .....	12
Clerk Typist 3 – Recreation, Culture and Community Services.....	12
Clerk 3 – Permits and Licenses.....	14
Clerk 3 - Accounts Payable.....	14
Building Service Worker.....	15
Clerk-Typist 4 .....	15
Clerk Typist 4 – Engineering.....	15
Clerk Typist 4 – Finance .....	15
Clerk Typist 4 – Langley Youth & Family Services .....	15
Parking Enforcement Officer.....	15
Cashier/Typist .....	16
Digital Draftsperson .....	16
Draftsman 1 (Planning) .....	16
Draftsman 1 (Engineering).....	17
Recreation Programmer.....	17
Payroll Clerk .....	18
Planning Assistant 1 .....	18
Stenographer .....	18
Community Police Office Coordinator .....	18A
Bylaw Enforcement Officer .....	19
Draftsman 2 .....	19
Operations Clerk .....	20
Program Supervisor (Recreation).....	21
Planning Assistant 2 .....	21
IT Support Technician .....	22
Building Official I – Plan Reviewer/Inspector.....	23
Payroll and Benefits Coordinator .....	25
Building Maintenance Supervisor .....	24
Chief Bylaw Enforcement Officer.....	25
Engineering Assistant 2.....	25
Mapping Technician.....	25
Plan Checker/Inspector.....	28
Building Official II – Plan Reviewer .....	28
Building Inspector .....	29

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SCHEDULE "B" (cont'd)

Design Technician .....	27
Intermediate Accountant.....	27
Engineering Works Inspector.....	28
Engineering Technologist.....	29
Senior Building Inspector .....	29
Planner .....	29A
Supervisor, Plan Review .....	29A

The parties agree that the pay rate for the employees in the Recreation Department take into account shift differentials and Sunday premium pay as required.

**SCHEDULE "C"**

**OUTSIDE STAFF CLASSIFICATIONS & PAY RATES**

<u>CLASSIFICATION</u>	<u>2020 Jan. 01</u>	<u>2021 Jan. 01</u>
Engineering Worker .....	29.66	30.25
Parks Worker.....	29.66	30.25
Trades Improver 1.....	30.40	31.00
Pipelayer .....	30.99	31.61
Trades Improver 2.....	31.52	32.15
Trades B – Semi-Qualified.....	32.22	32.87
Tradesman .....	33.93	34.60
Gardener .....	35.37	36.08
Tradesman 2 – Uncertified .....	35.45	36.15
Truck Driver (Unit 103) .....	30.99	31.61
Truck Driver 2 (Air/Hoist).....	31.52	32.15
Equipment Operator 1 .....	30.40	31.00
Equipment Operator 2 .....	30.99	31.61
Equipment Operator 3 .....	31.39	32.01
Equipment Operator 4 .....	32.05	32.69
Equipment Operator 5 .....	33.76	34.44
Chargehand – Landscape Maintenance .....	34.13	34.81
Grass Cutting Chargehand .....	34.13	34.81
Arborist .....	35.37	36.08
Horticultural Maintenance Chargehand .....	35.37	36.08
Construction and Structural Maintenance Chargehand .....	35.37	36.08
Maintenance Chargehand.....	35.37	36.08
Utility Maintenance Chargehand .....	37.55	38.30
Construction Chargehand (10% more than Chargehand).....	37.55	38.30
Buyer/Storekeeper.....	35.20	35.90

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SCHEDULE "C" (cont'd)

Page 2

<u>CLASSIFICATION</u>	<u>2020 Jan. 01</u>	<u>2021 Jan. 01</u>
Storekeeper.....	33.50	34.17
Parks Foreman .....	38.27	39.04
Parks Chargehand 2 .....	37.32	38.07
Engineering Assistant 3.....	41.32	42.15
Sign Maintenance Worker .....	32.22	32.87
Electrician.....	37.55	38.30

**SCHEDULE "D"**

**2020-2021 POOL, COMMUNITY CENTRE, AND PLAYGROUND STAFF RATES**

Effective Dates:      A = 2020 January 01  
                                  B = 2021 January 01

**COMMUNITY CENTRE**

		START	AFTER 600 HRS.	AFTER 1200 HRS.
Recreation Worker 1	A	\$17.68	\$18.38	\$19.07
	B	\$18.03	\$18.75	\$19.45
Recreation Worker 2	A	\$19.28	\$20.06	\$20.92
	B	\$19.67	\$20.46	\$21.34
Recreation Worker 3	A	\$22.09	\$22.86	\$23.73
	B	\$22.53	\$23.32	\$24.20
Recreation Worker 4	A	\$24.08	\$24.89	\$25.73
	B	\$24.56	\$25.39	\$26.24
Recreation Worker 5	A	\$27.05	\$29.27	\$31.56
	B	\$27.59	\$29.86	\$32.19

**PLAYGROUND**

		START	AFTER 285 HRS.	AFTER 570 HRS.
Coordinator	A	\$23.95	\$24.23	\$24.63
	B	\$24.43	\$24.71	\$25.12
Senior Leader	A	\$23.40	\$23.62	
	B	\$23.87	\$24.09	
Junior Leader	A	\$22.80	\$23.02	
	B	\$23.26	\$23.48	

**AL ANDERSON MEMORIAL POOL**

		START	AFTER 740 HRS.	AFTER 1480 HRS.
Manager	A	\$32.77	\$33.19	\$33.60
	B	\$33.43	\$33.85	\$34.27
Lead Shift Supervisor	A	\$30.37	\$30.73	\$31.19
	B	\$30.98	\$31.34	\$31.81
Shift Supervisor	A	\$29.10	\$29.55	\$29.97
	B	\$29.68	\$30.14	\$30.57
Lifeguard/Instructor	A	\$27.80	\$28.25	\$28.66
	B	\$28.36	\$28.82	\$29.23

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LETTER OF UNDERSTANDING

between the

CITY OF LANGLEY  
(hereafter called "the City")

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2058  
(hereafter called "the Union")

**BY-LAW AND PARKING ENFORCEMENT OFFICERS - HOURS OF WORK**

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Both parties agree that the positions are classified as Inside employees, subject to certain exceptions:

- (a) The Chief By-Law Enforcement Officer, By-Law Enforcement Officer and Parking Enforcement Officer will work eight (8) consecutive hours per day with one (1) hour off for an unpaid lunch break.
- (b) The Chief By-Law Enforcement Officer, By-Law Enforcement Officer and Parking Enforcement Officer will work five (5) consecutive eight (8) hour shifts (for a total of forty (40) hours per week) Monday through Saturday.
- (c) The City of Langley will determine the days of work. The Chief By-Law Enforcement Officer, By-Law Enforcement Officer and Parking Enforcement Officer will be given a minimum of forty-eight (48) hours' notice of any scheduling changes or overtime shall apply.
- (d) Payment for overtime worked will be in accordance with the provisions of Article 8 of the Collective Agreement except that the Chief By-Law Enforcement Officer, By-Law Enforcement Officer and Parking Enforcement Officer will be paid overtime when they work in excess of eight (8) hours in the day or work on Sundays or statutory holidays.
- (e) The work schedules of the Chief By-Law Enforcement Officer and By-Law Enforcement Officer will be coordinated between the two incumbents, subject to approval by the exempt supervisor. The work schedule for the Parking Enforcement Officer will be determined by the exempt supervisor.
- (f) All variances to the current Collective Agreement language regarding hours of work and notice of change are on a "without precedent basis".
- (g) This Letter of Understanding will be discussed during the next round of contract negotiations.

DATE: April 24, 2012

"F. Cheung"  
Francis Cheung  
Chief Administrative Officer

"Andrew Brown" for  
Gary Kilby  
President, CUPE Local 2058

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LETTER OF UNDERSTANDING

between the

CITY OF LANGLEY  
(hereinafter called "the City")

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2058  
(hereinafter called "the Union")

**FIRST AID CERTIFICATION**

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The City and the Union agree to the following:

1. The City requires staff working in the Recreation Department to obtain and maintain a valid Emergency First Aid Certificate.
2. The following provisions affect the following employees in the Recreation Department:

Regular Full-Time Employees and Regular Part-Time Employees;  
Casual Building Service Workers;  
Casual Clerk Typist 3 – Recreation, Culture and Community Services

- (a) Where possible, the City will attempt to provide re-certification for the Emergency First Aid Certificate to the employees listed above.
- (b) Where the employees listed above are required to attend a re-certification course provided by the City outside of their normal working hours, they shall be paid at straight-time pay.
- (c) Where the employees listed above are not offered or not able to take the City provided re-certification course, they shall be required to take the course on their own time. In that case, the City shall reimburse the employee in accordance with the City's current Travel and Expense Policy and shall reimburse the employee for the cost of the course.

DATE: May 24, 2017

SIGNED ON BEHALF OF THE CITY OF LANGLEY:

"F. Cheung"

SIGNED ON BEHALF OF CUPE LOCAL 2058:

"T. Clifford"

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**LIFE INSURANCE**

- Eligibility:
- Employee must work at least twenty (20) hours per week on a regular basis.
  - The insurance becomes effective the day following completion of one (1) month of continuous employment with the City.
- Coverage:
- Twice (2X) annual wage with a fifty percent (50%) reduction at age sixty-five (65) if working beyond age sixty-five (65). The policy contains a minimum life insurance coverage of twenty-four thousand dollars (\$24,000.00).
- Insurance Termination:
- On termination of employment or at age seventy (70), whichever is the earliest.
- Conversion:
- An employee who ceases to be insured under the policy may, without being required to provide evidence of insurability, ask to be issued a policy of individual life insurance.

**ACCIDENTAL DEATH AND DISMEMBERMENT**

- Eligibility:
- Employee must work at least twenty (20) hours per week on a regular basis.
  - The insurance becomes effective the day following completion of one (1) month of continuous employment with the City.
- Coverage:
- Twice (2X) annual wage with a fifty percent (50%) reduction at age sixty-five (65) for employees who work beyond age sixty-five (65).
  - This benefit is payable if death, or the loss, is caused by accident. The loss means the total and irrecoverable loss of use and is referring to hands, arms, legs, feet, fingers, toes, eyes, speech and hearing.
- Insurance Termination:
- On termination of employment or at age seventy (70), whichever is the earliest.

**LONG TERM DISABILITY**

- Eligibility:
- Employee must work at least twenty (20) hours per week on a regular basis.
  - The insurance becomes effective the day following completion of one (1) month of continuous employment with the City.
- Coverage:
- Sixty-seven percent (67%) of monthly earning to a maximum of two thousand dollars (\$2,000.00) per month.

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- The elimination period is the later of ninety (90) days or the expiration of accumulated sick leave benefits.
  - Benefits can continue until the age of sixty-five (65).
  - The insurance does not include pre-existing conditions, recurring during the first year of coverage.
  - Under the policy if you become disabled due to injury, disease, illness, pregnancy or mental disorder:
    - 1) The insurance company will pay for the first twenty-four (24) months of disability sixty-seven percent (67%) of your monthly wage to a maximum of two thousand dollars (\$2,000.00) per month, if you are not able to perform the essential duties of your regular job.
    - 2) Thereafter, if you are not able to earn at your own or any other occupation for which you are reasonably fitted by education, training or experience, more than seventy-five percent (75%) of your Indexed pre-disability monthly earnings.
  - The insurance is Indexed to the Consumer Price Index and is adjusted annually on the anniversary of a claim.

Rehabilitation:

- Rehabilitation means a training or work related activity that can be expected to facilitate a Disabled Employee's return to his job or other gainful employment.
- Benefits under the policy are paid during the period of a rehabilitation program, but may be reduced in cases where earnings are received during the period of rehabilitation.
- The policy may pay expenses incurred, other than usual employment expenses, for services and equipment associated with an approved rehabilitation program up to a maximum of twenty-five thousand dollars (\$25,000.00).

Integration:

- The benefits under this insurance will be reduced by each of the following, payments received under WCB or similar legislation, Canada Pension or Quebec Pension Plan, any other income being derived from employment.

Insurance Termination:

- This insurance continues as long as the disability continues, but will terminate upon the age of normal retirement, usually age sixty-five (65).

**MEDICAL, EXTENDED HEALTH CARE AND  
DENTAL CARE PLANS**

See the current Plan brochure for plan details. Information on Extended Health Care and Dental Care is also available on the current carrier's website at [www.pac.bluecross.ca](http://www.pac.bluecross.ca).