

**COLLECTIVE AGREEMENT**

**Between**

**THE CITY OF LANGFORD**

**And**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL NO. 50**

**JANUARY 1, 2018 – DECEMBER 31, 2021**

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# **COLLECTIVE AGREEMENT**

**BETWEEN:**

**THE CITY OF LANGFORD**

(hereinafter referred to as the "Employer")

**AND:**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL NO. 50**

(hereinafter referred to as the "Union")

**WHEREAS** the City of Langford is an "Employer" within the meaning of the Labour Relations Code of British Columbia;

**AND WHEREAS** the Union is a "Trade Union" within the meaning of said Code;

**AND WHEREAS** it is the desire of both parties to promote and maintain harmonious industrial relations and to recognize the mutual value of joint discussions and negotiations and strive to provide the highest level of service to the public at the workplace;

**AND WHEREAS** the parties have carried out collective bargaining and have reached agreement;

**NOW THEREFORE** the parties agree to the following terms of this collective agreement.

## **ARTICLE 1, DEFINITIONS**

### **1.01 Party**

Means either of the parties signatory to this Agreement.

### **1.02 Employee**

Means any person defined as such by the Labour Relations Code of British Columbia who is employed in one of the categories listed below (Articles 1.04 through 1.06 inclusive), save and except those persons excluded from the bargaining unit by mutual agreement of the parties.

### **1.03 Bargaining Unit**

Means a unit certified June 16, 2015 by the British Columbia Labour Relations Board composed of employees at and from 698 Atkins Avenue, Langford, BC, except those employees excluded by the Code, employed by the City of Langford.

### **1.04 Regular Full-Time Employee**

A regular full-time employee is an employee occupying a position listed in Schedule A – Wage Schedule, who has successfully completed the requirements of the probationary period and who works a regular full-time work schedule.

### **1.05 Casual Employee**

Casual employees means an employee not employed as a regular full-time employee who provides relief of a regular employee on vacation leave, sick leave, maternity leave, long term disability leave, workers' compensation leave, compassionate leave, education leave, other leave or performs work of an urgent or emergency nature.

### **1.06 Probationary Employee**

A Probationary employee means any employee who has not successfully completed the requirements of the probationary period pursuant to Article 12.02 or Article 1.07 (iii).

## **1.07 Casual Employee Terms and Conditions of Employment**

- (i) At the time of hire a Casual employee shall receive notice in writing from the Employer of the nature of their employment, expected duration of employment, classification and rate of pay.
- (ii) Casual employees shall be entitled to all the terms and conditions of the Collective Agreement except as amended below:
  - a) A Casual employee shall be paid 13% of their gross earnings added to each pay cheque in lieu of Annual Vacations (Article 19), Statutory Holidays (Article 20), Sick Leave (Article 21) and Benefit Plans (Article 28).
  - b) A Casual employee shall have their Casual hours accumulated for the purpose of determining seniority.
  - c) A Casual employee who has not performed work for the Employer for a period of 12 consecutive months shall lose all accumulated Casual seniority.
- (iii) A Casual employee shall serve a probationary period equal in length of time to the hourly equivalent to that of a regular full-time employee.
- (iv) The Employer shall, wherever it is reasonable to do so, make available additional hours of work in accordance with their accumulated seniority to Casual employees who have completed their probationary period.
- (v) The parties shall meet every six months to jointly review the casual hours worked reports and whether hours could be combined to create one or more regular positions.

## **1.08 Employee Definition**

Means an employee employed to perform the work in a position listed on "Schedule A".

## **1.09 Plural or Feminine Terms**

Throughout this Agreement, wherever the masculine gender or singular number is used, it shall be construed as meaning the feminine gender or the plural number, or vice versa, as the context requires.

## **ARTICLE 2, MANAGEMENT RIGHTS**

- 2.01 The Union acknowledges that the management and directing of employees in the bargaining unit is retained by the Employer, except as this agreement otherwise specifies.

## **ARTICLE 3, UNION RECOGNITION**

- 3.01 The Employer recognizes the Canadian Union of Public Employees, Local 50, as the exclusive bargaining agent for those bargaining unit employees covered by this Agreement.
- 3.02 The Employer recognizes it is not the function of excluded employees to perform work which is normally performed by employees of the bargaining unit.
- 3.03 The Union recognizes that excluded employees may perform work such as training, respond to an emergency, or work instruction.

## **ARTICLE 4, NO OTHER AGREEMENTS/REPRESENTATION**

- 4.01 No employee shall be required, or permitted, to make any written or verbal agreement with the Employer, or its representatives, which conflicts with the terms of this Agreement.
- 4.02 No employee, or group of employees, shall undertake to represent the Union at meetings with the Employer without proper authorization from the Union.

## **ARTICLE 5, NO STRIKES OR LOCKOUTS**

- 5.01 During the term of this Agreement there shall be no lockout by the Employer, or any person acting on behalf of the Employer; nor shall there be any strike, or withdrawal of services, on the part of the Union or any of the employees.
- 5.02 The Employer shall not request, require or direct employees within this unit to perform work resulting from legal strikes which would normally be performed by those on strike, nor shall the employees within this unit be required to cross any legal Union picket line resulting from a legal strike as defined in the Labour Relations Code of B.C., and such employee shall be deemed to be on unpaid leave.

## **ARTICLE 6, UNION SECURITY AND CHECK-OFF**

### **6.01 Union Membership**

All present and future employees of the Employer shall remain in the employ of the Employer on the condition that they are members of the Union, or that they be acceptable by and acquire membership in the Union no later than five days after completing one month's continuous employment.

### **6.02 Union Dues**

The Employer shall each month deduct from each Union member and remit to the Union all Union dues, initiation fees and assessments levied in accordance with the Constitution and By-Laws of the Union. Union dues shall be deducted from the date of hire.

### **6.03 Dues Receipts**

At the same time that Income Tax (T-4) slips are made available, the Employer shall provide a record, or print on the T-4 slip, the total amount of Union dues deducted on behalf of each dues payee, by check-off, during the previous year.

### **6.04 Union Notification**

- (i) The Union shall be notified of all dismissals, suspensions and discipline of employees, within two working days of such dismissals, suspensions or written discipline.
- (ii) The Union shall be notified of all hirings, change of employment status, all leaves in excess of three calendar months, promotions, appointments, terminations, layoffs and recalls at the same time such written documents are issued to the affected regular employees by forwarding a copy to the Union.

In addition the Union shall be notified of the appointment of casual employees.

### **6.05 Union Membership List**

An up-to-date membership list shall be provided to the Union upon reasonable notice.

This list shall be in alphabetical order and include name, mailing address, postal code and phone number of all employees covered by this Collective Agreement. This information shall be provided to the Union electronically and is for Union business only.

## **6.06 Bulletin Boards**

The Employer shall provide suitable bulletin boards upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

## **ARTICLE 7, HUMAN RIGHTS**

### **7.01 Discrimination**

- (i) The Employer agrees that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotions, transfers, layoff, discipline, discharge or otherwise by reason of age, race, creed, colour, physical handicap, national origin, political or religious affiliation, sex, sexual orientation, family status or marital status; nor by reason of their membership in the Union. This Article shall not apply to normal retirement in accordance with the Municipal Pension Plan.
- (ii) The application of the foregoing shall be subject to Section 13(4) of the Human Rights Code of B.C. that requires the test of bona fide and reasonable justification to those matters as expressed in the Human Rights Code.

### **7.02 Sexual Harassment**

- (i) The Employer and the Union recognize the right of employees to work in an environment free from sexual harassment and agree to cooperate in attempting to resolve, in a confidential manner, all complaints of sexual harassment which may arise in the work place.
- (ii) Cases of sexual harassment shall be considered as discrimination and, if not resolved on a confidential basis pursuant to Article 7.02 (i) above, shall be eligible to be processed as a grievance.
- (iii) Sexual harassment shall be defined as any sexually oriented practice which undermines an employee's health, job performance or endangers an employee's employment status or potential.

Sexual harassment examples may include but are not limited to:

- (a) Engaging in a course of vexatious (annoying, irritating) comment or conduct of a sexual nature that is known or ought reasonably to be known to be unwelcome.

- (b) Sexual solicitation or advance or inappropriate touching and sexual assault.
- (c) A reprisal, or threat of reprisal, which might reasonably be perceived as placing a condition of a sexual nature on employment by a person in authority after such sexual solicitation or advance or inappropriate touching is rejected.

### **7.03 Personal Harassment**

- (i) The Employer and the Union recognize the right of employees to work in an environment free from personal harassment and agree to cooperate in attempting to resolve complaints of personal harassment which may arise in the workplace.
- (ii) For the purposes of this Article:
  - (a) Personal harassment is generally a pattern of behaviour consisting of offensive comments, bullying or actions that serve to demean, belittle or intimidate an employee(s) or cause personal humiliation;
  - (b) Personal harassment may include conduct related to unlawful discrimination under the Human Rights Code;
  - (c) Personal harassment does not include reasonable management activities to direct and manage the work force, including counseling, performance management and corrective discipline.
- (iii) Cases of personal harassment shall, if not resolved, be eligible to be processed as a grievance.

## **ARTICLE 8, NEW EMPLOYEES**

### **8.01 Copies of the Agreement**

The Union and the Employer agree that every employee should be familiar with the provision of this Agreement and their rights and duties under it. For this reason, the Employer shall ensure that employees have convenient access to the Agreement in an electronic format.

## **ARTICLE 9, UNION-MANAGEMENT MEETINGS**

- 9.01** With a view to maintaining harmonious relations and to facilitate administration of this Agreement, the parties agree to hold meetings to discuss any matters of mutual interest, provided that specific grievances as defined in Article 11 shall not be discussed. Such meetings are to be held every two months or with mutual agreement, on a more frequent basis. Such meetings are to be held within a reasonable time after a request by either party.

## **ARTICLE 10, CORRESPONDENCE**

- 10.01** All correspondence between the Employer and Union shall be mailed to the Union office addressed to the President of the Union and to the City of Langford office addressed to the Chief Administrative Officer.

## **ARTICLE 11, GRIEVANCE PROCEDURE**

### **11.01 Definition**

For purposes of this Agreement, the term grievance shall mean any difference between the parties, or the Employer and any employee, concerning the interpretation, application, operation or any alleged violation of the Agreement or any other dispute, including any question as to whether a matter is arbitrable. All grievances shall be finally and conclusively resolved in the manner provided in this Article without stoppage of work.

### **11.02 Procedure**

(i) **Step 1:**

- (a) Within ten working days from the date of the incident prompting the grievance, the employee shall discuss the matter with their manager, as designated by the Employer.
- (b) If the employee so desires, a shop steward may be present during discussions at this step.
- (c) At this step the employee (or shop steward) shall provide the details of the grievance, the alleged violation and remedy sought.
- (d) Within ten working days of this meeting, the manager shall advise the employee in writing, of his/her decision affecting their Step 1 discussion. A copy of this correspondence shall be provided to the Union.

(e) The ten day limit in (a) shall not include the actual period that an employee cannot be in communication with the Union or the Employer as a result of that employee's absence from work on sick leave or vacation.

(ii) Step 2:

If no settlement is reached at Step 1, the Union shall submit the grievance in writing to the Chief Administrative Officer within ten working days of the response provided at Step 1. The Chief Administrative Officer shall meet with the employee and shop steward, or other representative of the Union, within ten working days of his receipt of the grievance, in an attempt to reach a satisfactory settlement. The Employer shall within ten working days respond in writing to the grievance.

(iii) Step 3:

If no settlement is reached at Step 2, the grievance may be referred to arbitration as set out in Article 11.05. When either party requests that a grievance be submitted to arbitration, such request shall be to the other party, in writing, within ten working days of the last meeting provided at Step 2.

### **11.03 Extension of Time Limits**

The Union and the Employer may by mutual agreement, in writing or otherwise, extend the time limits mentioned above, provided such extension is requested prior to the expiry of the time allowed. However, failure to observe the time limitations herein, including the time to initiate a grievance, shall render the grievance void; except that when the recipient of the grievance fails to respond within the prescribed time limits, the grievance shall advance to the next step in the grievance procedure.

### **11.04 Policy Grievances**

Where a dispute involving a question of general application or general interpretation of this Agreement occurs, the Employer has a grievance, or a grievance on discharge, Article 13 Posting and Filling of Vacancies, layoff or recall occurs, such grievances may be processed commencing at Step 2, provided the grievance is submitted within 20 working days from the date the incident prompting the grievance comes to the attention of the grievor.

### **11.05 Appointment of an Arbitration Board**

- (i) Where a matter has been referred to arbitration the parties shall jointly agree upon a single arbitrator to hear the matter.
- (ii) The decision of the arbitrator shall be final and binding. The decision of the arbitrator shall be made within 20 working days, or such longer period as may be mutually agreed.
- (iii) The arbitrator shall establish his/her own rules of procedure but shall give full opportunity to the parties to present evidence and make representations, and to afford the opposing party adequate opportunity to cross-examine witnesses.
- (iv) The expenses and compensation of the arbitrator shall be borne by the parties, by dividing the cost equally.

### **11.06 Deviation from the Grievance Procedure**

- (i) In the event that, after having initiated a grievance in writing, an employee endeavours to pursue the matter through any external jurisdiction other than the grievance procedure, then the Union agrees that pursuant to this Article and 14 days after initiating the written grievance, the grievance shall be considered to have been abandoned.
- (ii) A complaint filed pursuant to the Human Rights Code of BC is not included in (i) above.

## **ARTICLE 12, SENIORITY**

### **12.01 Definitions**

- (i) For Regular employees, seniority shall be defined as the length of an employee's employment from the date of last hire.
- (ii) For Casual employees, seniority shall be defined as hours worked. "Hours worked" shall include all paid straight time hours, hours compensated while on WorkSafeBC benefits, the LTD qualification period and while receiving LTD benefits, Union leaves, jury and court witness duty, leave for education and training purposes, and maternity, parental and adoption leave.
- (iii) Employees shall not attain seniority until they have completed their probationary period, after which their seniority shall include the probationary period.

## **12.02 Probationary Period**

- (i) All newly hired regular employees shall serve a probationary period not exceeding 6 consecutive months from the date of hire. During the probationary period an employee may be terminated if they are determined to be unsatisfactory for continued employment.
- (ii) Notwithstanding (i) above, an employee who is the successful applicant for a posted regular vacancy shall have their time previously worked in the same position credited towards the probation period, subject to a minimum of three consecutive months' probation in the posted position.

## **12.03 Casual Employee Seniority**

Casual employees who are appointed as regular employees shall have their cumulative hours of work as a Casual employee credited for purposes of regular seniority as follows:

- (i) Upon completion of the probationary period.
- (ii) Upon conversion from Casual to regular status.

Casual employees on WorkSafeBC Benefits shall receive credit for those scheduled hours that have been compensated by WorkSafeBC.

## **12.04 Seniority Lists**

- (i) The Employer shall maintain a current seniority list for regular employees showing each employee's seniority standing. Where two or more employees commenced work on the same date, their relative seniority standing shall be determined on the basis of their application dates. The Employer shall provide copies to the Union upon request.
- (ii) Casual seniority shall be accrued and recorded for the purposes of the Collective Agreement. The Employer shall provide copies to the Union upon request.

### **12.05 Loss of Seniority**

A regular employee shall lose seniority in the event:

- (i) The employee is terminated for cause and is not reinstated.
- (ii) The employee resigns.
- (iii) The employee elects in writing to change their employment status from that of a regular employee to that of a Casual employee.

### **12.06 Transfer out of Bargaining Unit**

- (i) Employees shall not be transferred or promoted out of the bargaining unit without their consent.
- (ii) Employees transferred or promoted pursuant to this Article shall be appointed for a period of time not to exceed one calendar year, unless extended by mutual agreement of the Union and the Employer.

## **ARTICLE 13. POSTING AND FILLING OF VACANCIES**

### **13.01 Posted Vacancies**

- (i) Vacancies of a regular nature that are to be filled shall be posted for a minimum period of five working days. The posting shall contain information relevant to the position (e.g. nature of position, pay rate or range, qualifications and experience required, etc.).
- (ii) Employees shall be eligible to apply for any vacancy posted under this Article.
- (iii) Temporary vacancies which the Employer anticipates will exceed three months shall be posted.
- (iv) All posted or advertised vacancies shall include the following statement on the notice "This is a CUPE Local 50 position".

### **13.02 Applications by Regular Employees**

If an employee on probation is the successful candidate, their time towards completing their probation period shall be credited in the new position subject to Article 13.03 below.

### **13.03 Appraisal Period**

- (i) Employees selected to fill a vacancy posted under Article 13.01 shall serve an appraisal period not to exceed three calendar months.
- (ii) In the event that the Employer considers the employee to be unsatisfactory or unable to perform the duties of the new position or the employee wishes to leave their new position, the employee shall be returned to their former position, or equivalent to their former position as mutually agreed between the Employer and the Union. An employee may return to their former position if it remains vacant and has not been permanently filled by a regular employee.

### **13.04 Factors Considered in Filling Posted Vacancies**

- (i) When filling a posted vacancy, the following factors shall be considered: qualifications, experience, skill and ability. When these factors are equal among applicants for the position, the employee having the greatest seniority shall receive preference.
- (ii) Determination Subject to Grievance

All determinations of qualifications, experience, skill and ability shall be made by the Employer. Whether such determinations were made in a fair and equitable fashion shall be subject to the grievance/arbitration procedures under this Agreement.

## **ARTICLE 14, LAYOFFS, RECALL AND BUMPING**

### **14.01 Layoff Order**

If the Employer eliminates or reduces the hours of work or rate of pay of a regular position or positions, employee(s) shall be laid off in reverse order of seniority, provided they possess the necessary qualifications and ability to perform the work in question.

### **14.02 Bumping Rights**

Employees given lay-off notice may exercise their seniority by bumping into a position at the same or lower pay, provided that the bumping employee has the qualifications and ability required to perform the work in question. Failure to bump into another position when given the opportunity shall result in the affected employee being laid off.

### **14.03 Layoff Notice**

The Employer shall provide written notice of layoff at least two calendar weeks prior to the effective date of such layoff. Employees who have completed three years continuous service shall receive additional notice of one calendar week and for each subsequent completed year of continuous service an additional one calendar week, to a maximum total of 12 calendar weeks' notice, shall be given. If the employee is not given an opportunity to work the applicable notice period the employee shall be paid for that portion of the notice period during which work was not made available.

### **14.04 Recall Rights**

Laid off employees not electing to take severance pay shall be placed on the recall list in seniority order for a period of 12 months from the date of layoff. Employees on the recall list shall be offered vacancies provided they have the qualifications and ability required to perform the work in question before offering employment to a new employee.

### **14.05 Severance Pay**

Laid off employees may choose to resign and take severance pay in lieu of the balance of the layoff notice period outstanding at the time of making such choice and by so electing, not work the balance of such notice period. Employees who elect to take severance pay shall be finally and conclusively terminated in all respects and shall not have recall or other rights under this Agreement.

### **14.06 Loss of Security Clearance**

An employee who loses their security clearance on a non-culpable basis shall be paid severance pay in accordance with Article 14.03.

## **ARTICLE 15, HOURS OF WORK**

### **15.01 Work Day**

The normal regular full-time work-day shall consist of seven hours of work, exclusive of meal breaks.

## **15.02 Work-Week**

- (a) *The normal regular full-time work-week for those regular full-time employees hired prior to the ratification of the collective agreement shall consist of five days Monday to Friday inclusive.*
- (b) *The normal regular full-time work-week for those regular full-time employees hired after the ratification of the collective agreement shall consist of five days between Monday to Saturday inclusive.*

## **15.03 Rest Breaks**

- (i) Each full-time employee shall be entitled to one 15 minute paid rest break in each half of the full shift.
- (ii) An employee working less than full-time shall be entitled to one 15 minute paid rest break within each three consecutive hours of work.

## **15.04 Reporting Pay**

- (i) Unless notified to the contrary prior to leaving home to report for scheduled work, an employee shall be paid for two hours work at the regular rate.
- (ii) An employee reporting for and commencing work on a regularly scheduled full-time workday, shall be paid not less than four hours at the regular rate, except where circumstances beyond the control of the Employer cause a cancellation of work, in which instance the employee shall be paid for time worked, with a minimum of two hours.
- (iii) On any day that a casual employee commences work, the employee shall be paid a minimum of two hours at the regular rate.

## **ARTICLE 16, OVERTIME**

### **16.01 Definition**

Time worked outside the scheduled hours constituting a regular full-time employee's normal work day or his/her normal work week shall be considered overtime.

## **16.02 Overtime Rates**

- (i) The overtime rate shall be one and one-half times the regular rate, and two times after the employee has worked eleven hours.
- (ii) On an employee's regularly scheduled day of rest or statutory holiday, the overtime rate shall be double the regular rate.
- (iii) Except in an emergency situation, all overtime must be pre-authorized by the Manager, or other Employer designate.
- (iv) Regular employees may consider paid time off in lieu of overtime pay. Time off shall be allowed to be banked to a maximum of 35 hours.

## **16.03 Call-Out**

- (i) Call-out shall be defined as an authorized or required unscheduled return to duty following completion of an employee's normal work-day/shift or work-week.
- (ii) Regular employees who are called out shall receive a minimum of two hours pay at the appropriate overtime rates.

# **ARTICLE 17, WAGES AND ALLOWANCES**

## **17.01 Bi-Weekly Pay**

- (i) Regular pay-days shall be every second Friday.
- (ii) All current up to date vacation, sick leave and banked overtime entitlements will be included with/on each pay stub.

## **17.02 Salary Increments**

- (a) Upon completion of the probationary period the first salary increment shall be granted. Thereafter, salary increments shall continue to be granted after serving a minimum of 12 months at the previous step.
- (b) A casual employee who is the successful applicant for a posted regular vacancy shall have their previous time worked in the same position credited for the purposes of increments.

### **17.03 Substitution Pay**

- (i) When appointed by the Employer to perform the duties of a higher paid position, employees shall receive the minimum wage for the higher position or an amount equal to one increment or five percent above the employee's regular wage, whichever is greater for the time spent in such higher position.
- (ii) Substitution pay is not payable when an employee has not been designated by the Employer to substitute.

## **ARTICLE 18, ANNUAL VACATIONS**

### **18.01 Definitions**

"Vacation Year" shall mean the 12 month period running from January 1<sup>st</sup> to December 31<sup>st</sup> of the previous calendar year.

"Anniversary Date" shall mean the December 31<sup>st</sup> of each year, regardless of when employment commenced in the previous 12 months.

### **18.02 Entitlement**

Paid annual vacations for regular employees shall be as follows:

- (i) In the first calendar year a regular employee enters service with the City, he/she shall be entitled to annual vacations in accordance with the following schedule:
  - (a) Accumulated service from the date of entering service to December 31<sup>st</sup> of ten complete months or more – 15 working days.
  - (b) Accumulated service at December 31<sup>st</sup> of less than ten complete months – 1 ½ day for each complete month of service.
- (ii) Where a regular employee has completed one year or more of continuous service, they shall be entitled to the following on their anniversary date:
  - (a) After completion of one but less than eight years of service at the end of the vacation year shall be entitled to paid vacation of three calendar weeks.

- (b) After completion of eight but less than 16 years of service at the end of the vacation year shall be entitled to paid vacation of four calendar weeks.
  - (c) After completion of 16 but less than 24 years of service at the end of the vacation year shall be entitled to paid vacation of five calendar weeks.
  - (d) After completion of 24 or more years' service at the end of the vacation year shall be entitled to paid vacation of six calendar weeks.
- (iii) Payment for vacation shall be at the employee's rate of pay at the time they take their vacation.

**18.03 Vacation Scheduling**

Vacations shall be granted at such time as is mutually agreed by the employee and the manager. Preference in choice of vacation period shall be in accordance with the employee's seniority.

**18.04 Vacation Carry-over**

Vacations earned during the vacation year may not be carried over without the written permission of the Chief Administrative Officer.

**18.05 Termination of Employment**

In the event of termination, an employee shall in any calendar year be paid out for unused or accrued vacation on a monthly pro-rata basis at the employee's rate of pay as at the date of termination.

**18.06 Illness during Vacation**

Should illness, in excess of five consecutive days, as certified by a medical practitioner, licensed by the B.C. College of Physicians and Surgeons, occur during the annual vacation, additional holidays may be granted upon approval of the Chief Administrative Officer. The employee will be required to return to work at the end of their scheduled vacation period, and additional days may be granted at a convenient later date.

## **ARTICLE 19, STATUTORY HOLIDAYS**

### **19.01 Entitlement**

- (i) The following shall be paid statutory holidays for regular employees:

New Year's Day	British Columbia Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

Plus (+) all general holidays proclaimed by the City of Langford, the Province of British Columbia or the Government of Canada.

- (ii) No deduction in the wages or salaries of any regular employee shall be made on account of the above statutory holidays.

### **19.02 Statutory Holiday Falling During Annual Vacation**

When a statutory holiday falls and is celebrated during a regular employee's annual vacation period, the employee shall be granted another day-off with pay in lieu, at a time mutually agreeable to the employee and their Municipal Office Manager.

### **19.03 Statutory Holiday Falling on a Rest-Day**

When a statutory holiday falls and is celebrated on a regular employee's scheduled rest-day, the employee shall receive another day-off with pay in lieu, at a time mutually agreeable to the employee and their manager.

## **ARTICLE 20, SICK LEAVE**

### **20.01 Entitlement**

- (i) Leave for illness shall be granted with pay to every regular full-time employee on the basis of one and one half working days per month of service, including the probationary period. If the initial month of service represents less than 51% of the days in the month, there shall be no entitlement for that month.

- (ii) In any year where an employee has not used sick leave or only a portion thereof he/she shall be entitled to an accrual of all the unused portion of sick leave for future benefits. Sick leave shall continue to accrue to a maximum of the 150 days. A deduction shall be made from accumulated sick leave of all normal working days absent for illness, and approved leave under article 21.03.
- (iii) The City of Langford reserves the right to require satisfactory proof of illness signed by a medical practitioner, licensed by the B.C. College of Physicians and Surgeons, before any sick leave is granted for more than five consecutive working days of illness.
- (iv) No cash payment for unused sick leave will be paid to any employee leaving the service of the City.

#### **20.02 Sick Leave During Vacation**

Where an employee qualifies for sick leave due to illness or injury during the period of vacation time, sick leave may displace vacation leave subject to the following. An illness or injury occurring while the employee is on scheduled vacation time shall not be accepted as a claim for sick leave benefits unless recuperation involves hospitalization or confinement to bed by order of a medical practitioner. Written medical verification of such illness or injury and hospitalization or confinement must be provided to the Employer in order for the employee to be eligible for sick leave benefits.

#### **20.03 Personal, Emergency and Family Leave**

- (i) A regular employee shall in each calendar year (January 1 to December 31) be entitled to utilize up to a maximum of three paid work days to be deducted from their accumulated sick leave bank (Article 21.01) for the purposes of personal, emergency and family leave.
- (ii) In order to be entitled to the paid leave pursuant to this Article, an employee must have and maintain a minimum of 75 days in their accumulated sick leave bank.
- (iii) An employee shall get prior approval for the leave from the Employer and schedule the leave to meet operational requirements.
- (iv) In the event of an emergency or unforeseeable occurrence the employee shall notify their supervisor of their absence as soon as practical.

## **ARTICLE 21, EFFECT OF ABSENCE ON SICK LEAVE, VACATIONS AND STATUTORY HOLIDAYS**

- 21.01** Regular employees shall earn vacation, sick leave and statutory holidays while they are in receipt of paid sick leave, provided the absence from work with pay does not exceed six consecutive months.
- 21.02** Regular employees shall not earn vacation, sick leave and statutory holidays while they are on:
- (i) Paid sick leave longer than six consecutive months.
  - (ii) Long Term Disability Plan.
  - (iii) Unpaid leave in excess of 30 consecutive days (calculated from the first day of absence of the leave from work with statutory holiday entitlements determined by the Employment Standards Act).
  - (iv) WorkSafeBC compensation in excess of 90 consecutive days.

## **ARTICLE 22, NEW OR REVISED CLASSIFICATIONS**

### **22.01 Job Descriptions**

The Employer agrees to draw up Job Descriptions for all positions for which the Union is the bargaining agent which shall be the recognized description. Where any such position changes sufficiently to warrant a revised description, or the Employer creates a new regular position, a new or revised description shall be prepared by the Employer and forwarded to the Union. This description shall not be finalized by the Employer until 30 days have elapsed following the Union's receipt of such description to allow opportunity for the Union to discuss such description with the Employer.

### **22.02 Pay Reviews**

- (i) Where the work of a position changes sufficiently to warrant a reclassification or when a new job within the bargaining unit is created, the rate of pay shall be reviewed and subject to negotiations between the Employer and the Union. If the parties are unable to agree on the reclassification and/or the rate of pay for the position in question the matter shall be referred to the grievance and arbitration process for resolution.

- (ii) The new rate shall become retroactive to the date the request for review was first received. However, in the case of a new position, such rate shall be paid retroactively to the date the employee first assumed the position.

## **ARTICLE 23, LEAVE OF ABSENCE FOR UNION OFFICIALS**

### **23.01 List of Union Officials**

The Union shall submit to the Employer, within 14 days following their appointment, a list of the official representatives of the Union together with a list of the officers and shop stewards.

### **23.02 Leave For Union Business**

- (i) Time off with pay shall be granted to up to two official representatives of the Union upon application to the Employer, for the following:
- Bargaining sessions with the Employer
  - Union/Management meetings as set out in Article 9.01
  - Grievance meetings and arbitration hearings as set out in Article 11
  - Occupational Health and Safety Committee meetings as set out in Article 29.
- (ii) Time off without pay may be granted to official representatives of the Union, upon application to the Employer for the following:
- Attendance at Union education courses or conventions
  - Preparation meetings for collective bargaining
  - Preparation meetings for arbitration
  - Other Union business that may affect members of the Union

The Employer will give full consideration as to whether or not the requested time off will be granted.

## **ARTICLE 24, JURY AND COURT WITNESS DUTY**

**24.01** The Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror or witness in any court. The Employer shall pay such employee the difference between his/her normal earnings and the payment he/she receives for jury service or court witness duty. The employee will present proof of service and the amount of payment received.

## **ARTICLE 25, LEAVE OF ABSENCE**

### **25.01 General Leave**

Subject to maintaining efficiency of normal operations, the Chief Administrative Officer or his/her delegate may grant leave of absence without pay to employees for personal or other legitimate reasons, commensurate with the merits of each individual request. Requests shall be submitted to the Municipal Office Manager. Benefit coverage shall be according to Articles 22.02 and 27.

### **25.02 Leave for Taking Training Courses**

- (i) An employee shall be granted leave without loss of their regular rate of pay when authorized by the Employer to attend a course during their workday.
- (ii) An employee authorized by the Employer to attend a technical training course or a seminar on a scheduled day of rest or after their workday shall receive one hour of time-off work for each hour of instruction at their straight time rate of pay. The time off work shall be scheduled by mutual agreement of the employee and the Employer.
- (iii) Travel time shall only be paid if the course is beyond the Greater Victoria area. Travel time to and from the location of the course outside an employee's normal hours of work shall be compensated up to a maximum of three hours to the course and three hours from the course at the regular rate of pay to be taken in pay or time off. Any time off work shall be scheduled by mutual agreement of the employee and the Employer.

### **25.03 Compassionate Leave**

- (i) In the event of a death or life threatening illness in their immediate family of an employee, the City shall grant the employee a maximum of three days of absence with pay.
- (ii) Additional leave of absence with pay may be granted by the Chief Administrative Officer provided the additional leave is deducted from the regular employee's accumulated sick leave account.
- (iii) "Immediate Family" shall mean: wife, husband, son, daughter, mother, father, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, common-law spouse, step-parents, step-children, foster children and foster parents.

- (iv) One-half day shall be granted to employees without loss of pay to attend a funeral provided such employee has the approval of the Municipal Office Manager. Additional leave may be granted in accordance with section (ii) above.

## **ARTICLE 26 MATERNITY AND PARENTAL LEAVE**

### **26.00 Definitions**

For the purpose of this Article "parent" includes a natural, adoptive, or same-sex parent.

### **26.01 Length of Leave**

#### **(i) Birth Mother**

A pregnant employee shall be entitled to up to 17 consecutive weeks of maternity unpaid leave and up to 35 consecutive weeks of parental unpaid leave.

#### **(ii) Parental Leave**

Other than the birth mother, a parent shall be entitled to up to 37 consecutive weeks of parental leave without pay.

#### **(iii) Extensions - Special Circumstances**

An employee shall be entitled to extend leave without pay where a physician certifies:

- (a) the birth mother as unable to return to work for medical reasons related to the birth;
- (b) the parent is unable to return to work because the child suffers from a physical, psychological, or emotional condition requiring an additional period of parental care.

#### **(iv) Maximum Allowable Leave**

It is understood that the maximum allowable leave or combination of leave entitlements pursuant to this Article shall be 52 continuous weeks or the maximum permitted by Employment Insurance.

## **26.02 Notice Requirements and Commencement of Leave**

- (i) An employee who requests parental leave shall be required to provide proof of adoption or birth of the child.
- (ii) An employee shall provide written notice, at least four weeks in advance, of the intended commencement date of the maternity and/or parental leave. In the case of adoption of a child, the employee shall provide as much notice as possible.
- (iii) An employee on maternity leave or parental leave shall provide four weeks' notice prior to the date the employee intends to return to work.

## **26.03 Return to Work**

On resuming employment an employee shall be reinstated to their previous position or a comparable position if their previous position has been eliminated, and for the purposes of benefits and vacation entitlement (but not for public holidays or sick leave) maternity and parental leave shall be counted as service. Vacation pay shall be prorated in accordance with the duration of the leave. Seniority shall continue to accrue to the credit of the employee taking leave under this Article.

## **26.04 Benefits**

- (i) MSP, Dental, EHB and Group Life Insurance benefits shall continue uninterrupted during the period of time the employee is on maternity or parental leave and the employee shall make arrangements prior to commencing the leave to pay their share of the benefit premiums for that period where the premiums are cost-shared.
- (ii) Pension contributions will cease during the period of the leave unless the employee makes arrangements prior to commencing the leave to pay the contributions pursuant to the provisions of the Municipal Pension Plan.

## **ARTICLE 27, BENEFIT PLANS**

### **27.01 Medical Services Plan and Extended Health Benefits**

- (a) The Employer shall contribute 100% of the monthly cost of a regular employee's participation in the B.C. Medical Services Plan, and the Extended Health Benefits Plan.
- (b) The Extended Health Benefit coverage shall include:
  - (i) vision care providing for full reimbursement towards the cost of the purchase of one pair of eyeglasses every two years for each regular employee and his dependents to a maximum cost of \$400.00 per pair and a lifetime maximum of \$500.00 dollars for laser eye surgery;
  - (ii) and a \$0.00 dollar deductible.

### **27.02 Dental Plan**

The Employer shall maintain a dental plan for regular employees, which shall provide for payment of 100% of claims under Plan "A" (basic services), 50% under Plan "B" (Major Restorative Services) and 50% under Plan "C" (Orthodontics to a maximum lifetime benefit of \$2500 for each eligible dependent under the age of 18). The Employer shall pay 100% of the monthly premium cost of the Dental Plan.

### **27.03 Group Life Insurance**

Regular employees shall participate in the Group Life Insurance Plan as a condition of employment. Each participating employee shall have basic life insurance coverage in the amount of two times such employee's annual salary, rounded upwards to the next higher thousand, and accidental death and dismemberment coverage as defined in the plan. The Employer shall pay 100% of the monthly premium cost of the Group Life Insurance Plan. In addition optional dependent life insurance shall be available, payable by the employee at 100% of the monthly premium cost.

#### **27.04 Municipal Pension Plan**

- (i) All newly hired regular employees shall participate under the Municipal Pension Plan, subject to the terms and conditions of such Plan, from their initial date of hire.
- (ii) A newly hired employee, who was previously participating under the Municipal Pension Plan or a reciprocal plan, shall immediately be enrolled in the Plan, provided the new hire has not withdrawn their previous contributions and provided the break in service of the employee is 30 calendar days or less.
- (iii) Casual employees, who become eligible subject to the terms and conditions of the Pension Benefits Standards Act, may participate in the Plan.
- (iv) An employee who prior to April 1, 2007 had purchased from the Municipal Pension Plan the time served by the employee in a probationary period with their current employer (which had not before been considered as pensionable service) shall be reimbursed 50% of the purchase cost by their employer upon the employee producing the receipt and provided the employee has reached the minimum retirement age.

#### **27.05 Effective Date of Benefit Coverage**

It is understood that a regular employee's initial benefit coverage in the Medical Services, Dental, Extended Health, Group Life Insurance, Accidental Death and Dismemberment and Long Term Disability benefit plans will come into effect on the first day of the month following their completion of six months from their date of hire or their appointment to regular status.

#### **27.06 Maintenance of Benefit Coverage**

A regular employee, while on temporary layoff or unpaid leave of absence of up to six months shall continue to maintain their coverage in the Medical, Dental, Extended Health, Group Life Insurance, Accidental Death and Dismemberment and Long Term Disability benefit plans by paying 100% of the costs of the premiums beginning the first day of the month following that in which the layoff or leave occurs.

Additionally, an employee who is eligible for WorkSafeBC benefits may maintain their enrolment in the benefit plans by paying their share of the premium costs.

## **27.07 Same Sex Relationships**

An employee who co-habits with a person of the same sex, and who promotes such person as a "spouse" (partner), and who has done so for a period of not less than two years, will be eligible to have that person covered as a spouse for purposes of Medical Services, Extended Health and Dental benefits and leaves related to family matters. This coverage includes dependents of the employee's same sex spouse.

## **27.08 Long Term Disability Plan**

- (i) The Employer and the Union shall participate in the Long Term Disability Plan provided in the City of Langford Group Benefit Plan, Policy No. 647057 between the City of Langford and Desjardins Insurance. The Employee shall pay 100% of the monthly premium cost of the Long Term Disability Plan.
- (ii) The terms and conditions of this LTD Plan shall be
  - (a) A benefit level of 66.7% of the disabled employee's regular monthly earnings in effect on the date of disability, reduced by certain amounts received by and payable to the employee from other sources during the period of disability.
  - (b) A definition of disability which permits an employee to become eligible for benefits when fully unable to engage in his normal occupation for the first 24 months of disability; and thereafter, when he is unable to engage in any occupation or for which he is suited by education, training and experience.
  - (c) A 17 week qualification period from the date of disability during which no benefit is payable under the Plan.
- (iii) All claims for LTD coverage shall be adjudicated and administered by the carrier. The Plan Documents as applicable shall apply to all matters not specifically addressed in this Article. Should a conflict arise between this Article and any of the above documents, this Article shall always apply.
- (iv) Benefits While on Long Term Disability
  - (a) An employee must make application for Long Term Disability benefits while on an extended sick leave and prior to the completion of the qualification period, and that if the employee is accepted for Long Term Disability benefits that the employee shall commence Long Term Disability upon completion of the qualification period.

- (b) An employee during the qualification period and while in receipt of Long Term Disability benefits shall be considered to be on approved leave of absence. Such an employee, including one engaged in rehabilitation employment with the Employer, shall continue to be covered by the provisions of the Medical Services Plan, Extended Health Plan, Group Life Insurance and Dental Plan. While in receipt of Long Term Disability payments, contributions to Municipal Pension Plan shall be waived and such status shall be reported to the Plan.
- (c) For recipients on Long Term Disability benefits the Employer shall continue to contribute 100% of the premium cost for the above plans for the first two years while on long term disability after which the access to such benefits ceases unless the long term disability recipient opts to continue benefit coverage by assuming the full premium costs of such benefits.
- (d) Seniority shall continue to accrue while on Long Term Disability.
- (e) Notwithstanding anything in this Article, the Employer and the Union recognize that eligibility for and entitlement to long term disability benefits shall be as set out in the Plan document.

#### **27.09 Portability of Previous Employer's Benefit Plans**

A newly hired regular employee shall be eligible to immediately enroll in the Medical Services Plan, Extended Health Benefit Plan, Dental Plan, Group Life Insurance Plan and the Long Term Disability Plan, provided:

- (i) They were previously enrolled in such plans and will not have a break in benefit coverage, and
- (ii) They continue to maintain their benefit plan coverage during their probationary period and pay 100% of the costs of the premiums for such coverage.

#### **27.10 Survivor Benefit**

Upon the death of a regular employee who leaves dependents enrolled in the Medical Services Plan, Dental Plan and Extended Health Benefit Plan, such enrolment will continue without cost until the earliest of the following dates:

- (i) 24 months following the employee's death; or
- (ii) the date on which the Dependent ceases to be eligible as a Dependent for a reason other than the death of the Participant.

The Employer shall advise the survivor of this benefit.

### **ARTICLE 28, OCCUPATIONAL HEALTH AND SAFETY**

#### **28.01 Mutual Co-operation**

The Employer and the Union agree to co-operate in improving the safety and occupational health of employees and in educating employees and supervisors in proper safety practices and procedures.

#### **28.02 Occupational Health and Safety Committee**

The parties agree to participate in an Occupational Health and Safety Committee per the WorkSafeBC Regulations.

#### **28.03 Accident Investigations**

All accident investigations shall include one safety committee member appointed by the Union. The Employer shall pay for all time off as per Article 24.02 (i).

#### **28.04 WorkSafeBC Compensation Supplement**

Employees prevented from performing their regular work with the City of Langford because of an occupational accident that is recognized by the Workers' Compensation Act shall receive their regular salary, provided the employee's WorkSafeBC Compensation benefits are made directly to the City of Langford.

## **ARTICLE 29, EMPLOYEE RECORDS AND DISCIPLINE**

### **29.01 Employee Records**

- (i) Each employee shall be entitled to receive a record of their sick leave standing and any personal appraisal or disciplinary action that is added to their file.
- (ii) In the event an employee wishes to review their personnel file, the employee may by appointment with the Municipal Office Manager have access to such file.
- (iii) Should an employee disagree with any documentation maintained in the personnel file, then the employee may object in writing and such objection shall be retained by the Employer in the employee's personnel file.
- (iv) The Employer will give every reasonable consideration to a request in writing from an employee to remove from their personnel file any formal discipline other than performance appraisals. Any disciplinary document may be removed at the discretion of the Employer provided a minimum of 24 months has elapsed from the date of issuance and there has been no further disciplinary action affecting the employee.

### **29.02 Discipline**

- (i) Performance appraisals shall not be used as the basis for discipline.
- (ii) "Designate" shall be defined as the management representative from the department where the incident happened.
- (iii) An employee shall be advised of their right to Union representation at any potential disciplinary meeting between the employee and representatives of the Employer.
- (iv) Where practicable, the Employer will provide the employee with 24 hours notice prior to any such scheduled meeting in order for the employee to seek Union representation.

## **ARTICLE 30, TECHNOLOGICAL CHANGE**

- (i) The Union recognizes the right of the Employer to introduce technological change for the purpose of improving operating efficiency.
- (ii) Where a technological change is to be implemented which (1) affects the terms and conditions, or security of employment of a significant number of employees to whom the Collective Agreement applies; and (2) alters significantly the basis upon which the Collective Agreement was negotiated, the Employer shall give a minimum of 90 days written notice of such change to the Union.
- (iii) Within 15 days from the date of such notice, the Employer and the Union shall refer the matter to the Union/Management Committee to discuss and resolve, if possible, all matters pertaining to the proposed change.
- (iv) Where the introduction of such technological change results in an employee becoming redundant, the above Committee shall include in its discussions, opportunities for retraining, transfer, or the matter of severance pay for such employee.
- (v) Where the committee is unable to resolve a dispute arising from the technological change, the matter shall be resolved, without stoppage of work, in accordance with the Grievance/ Arbitration procedure established in this Agreement.

## **ARTICLE 31, CONTRACTING OUT**

**31.01** No regular employee shall be laid off and placed on the recall list, terminated, or failed to be recalled to their classification as a result of contracting out.

## **ARTICLE 32, TERM OF AGREEMENT**

### **32.01 Term**

This Agreement shall be in effect from and including January 1, 2018 and including December 31, 2021, and shall continue in effect from year to year thereafter, subject to the right of either party, within four months immediately preceding the expiry date or immediately preceding the anniversary date in any year thereafter, by written notice to the other party, to require the other party to commence collective bargaining, with a view to the conclusion of a renewal or a revision of this Agreement, or a new Agreement.

**32.02 Continuation Clause**

Should either party give written notice to the other party in accordance with Article 34.01, this Agreement shall thereafter continue in full force and effect, until the Union shall commence a legal strike or the Employer shall commence a legal lockout, or the parties shall conclude a renewal or revision of this Agreement, or a new Agreement.

**32.03 Notice to Bargain**

In the case of notice to the Union, such notice shall be deemed to have been sufficiently given if delivered or mailed by prepaid registered post within the required time to the Union, at the CUPE Local 50 office in Victoria, B.C.; and in the case of the Employer, to the City of Langford.

**32.04 Section 50 Excluded**

Sections 50 (2) and (3) of the Labour Relations Code of B.C. shall be excluded and have no application to this Agreement.

**ARTICLE 33, LETTERS OF UNDERSTANDING**

**33.01** For the term of this Agreement, the following Letter of Understanding shall be attached to and form part of this Agreement:

Letter #1 – Modified Work Weeks

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed this 9th day of April in the year 2018, in the City of Langford, Province of British Columbia


**FOR THE EMPLOYER**

  
\_\_\_\_\_  
Darren Kiedyk  
Chief Administrative Officer


  
\_\_\_\_\_  
Braden Hutchings  
Director of Corporate Services

  
\_\_\_\_\_  
Jennifer Brown  
West Shore RCMP Office Manager

**FOR THE UNION**

  
\_\_\_\_\_  
President, CUPE Local 50

  
\_\_\_\_\_  
Vice-President, CUPE Local 50

  
\_\_\_\_\_  
Executive Member, CUPE Local 50  
City of Langford - RCMP

lc/cope 491

**LANGFORD RCMP EMPLOYEES SCHEDULE "A"**  
**2018-2021**

		HOURLY RATES																
		Jan 1, 2017	Jan 1, 2018 1.9%			Jan 1, 2019 2%			Jan 1, 2020 2%			Jan 1, 2021 2%						
PAY GROUP	POSITION	PROB. RATE	STEP 1	STEP 2	STEP 3	PROB. RATE	STEP 1	STEP 2	STEP 3	PROB. RATE	STEP 1	STEP 2	STEP 3	PROB. RATE	STEP 1	STEP 2	STEP 3	
1	Police Assistant - Casual	25.05	25.52	N/A	N/A	N/A	26.03	N/A	N/A	N/A	26.55	N/A	N/A	N/A	27.08	N/A	N/A	N/A
2	Records Management and Supply Clerk	26.71	27.21	28.03	28.89	29.75	27.75	28.59	29.47	30.35	28.31	29.16	30.06	30.96	28.88	29.74	30.66	31.58
	Community Policing Clerk																	
	CPIC Clerk																	
	Client Services Clerk																	
	MCU Clerk																	
	Switchboard and Transcriptionist																	
3	PRIME & Data Quality Coordinator	29.54	30.10	31.01	31.94	32.89	30.70	31.63	32.58	33.55	31.32	32.26	33.23	34.22	31.94	32.91	33.89	34.90
	EA and Finance Administrator																	
	* Disclosure Clerk																	
4	IT-IM Analyst & LAN Administrator	37.66	38.38	39.54	40.72	41.94	39.14	40.33	41.53	42.78	39.93	41.14	42.36	43.64	40.72	41.96	43.21	44.51

\* As of July 2, 2018

**LANGFORD RCMP EMPLOYEES SCHEDULE "B"**

**DATE OF HIRE LIST AS OF DECEMBER 15, 2015**

<b><u>Employee Name</u></b>	<b><u>Date of Hire</u></b>
Moreau, Richard	December 2, 2002
McNamara, Kelly	August 22, 2005
Auterhoff, Nicci	April 6, 2006
Findley, S. Anne	March 29, 2007
Lawson, Susanne (DePedrina)	April 5, 2007
Carter, Carly	October 27, 2008
Dean, Stacy (Delmonico)	January 18, 2010
Lott, Ashley (Brownbridge)	March 15, 2010
Dunlop, Kayte	May, 2013
Sutherland, Aileen	July 2, 2013
Kundu, Thomsen, Dana	November 19, 2013
Smith, Avril	September 15, 2014

## LETTER OF UNDERSTANDING NO. 1

BETWEEN:

**THE CITY OF LANGFORD**  
(hereinafter referred to as the "Employer")

AND:

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 50**  
(hereinafter referred to as the "Union")

### Modified Work Weeks

The parties agree that a modified work week shall continue for the employees listed below pursuant to the following:

- (i) There will be no increased costs to the City of Langford.
- (ii) The work schedule shall maintain the delivery of services to the public.
- (iii) There shall be no loss of operational efficiency.
- (iv) Participation in the modified work week shall apply only to regular full-time employees and shall be on a voluntary basis.
- (v) Subject to the approval of the Municipal Office Manager work schedules may be modified and shall be set out in writing and shall provide for nine days of work during each bi-weekly period.
- (vi) Each employee shall work 70 hours between the hours of 8:00 a.m. and 5:00 p.m. during the nine days referred to in Section (v), excluding weekends and statutory holidays with a 43 minute lunch break to be taken at a time approved by the supervisor.
- (vii) There shall be 25 flex-days within a calendar year.
- (viii) A sick day, vacation day or other paid leave of absence and statutory holidays shall be compensated equivalent to hours shown on the schedule and deducted from the employee's entitlement.
- (ix) The flex day shall be a day of rest and shall be shown on the schedule with the letter "F".

- (x) In an unforeseen circumstance that requires urgent action, the Employer may request an employee to work on the scheduled flex-day provided another day off is granted within the following bi-weekly period. In other circumstances such work shall be paid at overtime rates as specified in the Collective Agreement.
- (xi) A modified work week schedule shall operate expressly by mutual agreement and may be cancelled where reasonable grounds exist at any time by the Union or Employer upon four weeks written notice.
- (xii) The following individuals shall be covered by this Letter of Understanding:

Moreau, Richard  
 Findley, S. Anne  
 Lawson, Susanne (DePedrina)  
 Carter, Carly  
 Dunlop, Kayte  
 Allan, Heather  
 Barnett, Corrine

*Mailloux, Bonnie*  
*Mialkowsky, Lisa*  
*Harris, Rhonda*  
*Guerette, Marie*  
*Benson, Barbara*  
*Johnson, Diana*  
*Pearson, Christy*

IN WITNESS WHEREOF the parties hereto have caused this Letter of Understanding to be executed on this 9<sup>th</sup> day of April in the year 2018, in the City of Langford, Province of British Columbia.

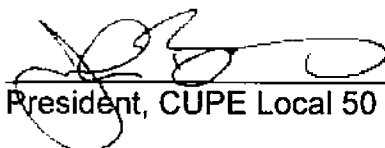
**FOR THE EMPLOYER**

  
 \_\_\_\_\_  
 Darren Kiedyk  
 Chief Administrative Officer


  
 \_\_\_\_\_  
 Braden Hutchings  
 Director of Corporate Services

  
 \_\_\_\_\_  
 Jennifer Brown  
 West Shore RCMP Office Manager

**FOR THE UNION**

  
 \_\_\_\_\_  
 President, CUPE Local 50

  
 \_\_\_\_\_  
 Vice-President, CUPE Local 50

  
 \_\_\_\_\_  
 Executive Member, CUPE Local 50  
 City of Langford - RCMP