

CONFIDENTIAL

October 25, 2016

OFFER OF SETTLEMENT #6

between the

CITY OF SURREY
(hereinafter called "the Employer")

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 402
(hereinafter called "the Union")

The following Offer for Settlement is submitted by the Employer to the Union.

The Offer is presented in a package format. Where the Offer is not accepted as a whole, none of the specific provisions of the Offer remain agreed.

THE UNDERSIGNED BARGAINING REPRESENTATIVES OF THE EMPLOYER AGREE TO RECOMMEND TO CITY OF SURREY COUNCIL;

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES FOR THE UNION, AGREE TO RECOMMEND TO THE UNION MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING 2016 JANUARY 01 AND EXPIRING 2020 DECEMBER 31, SHALL CONSIST OF THE FOLLOWING:

1. Previous Conditions

All of the terms of the 2012-2015 Collective Agreement continue except as specifically varied below.

2. Term of Agreement

The term of the new Collective Agreement shall be for five (5) years from January 1, 2016 to December 31, 2020, both dates inclusive. Subsections (2) and (3) of Section 50 of the Labour Relations Code shall be specifically excluded from and shall not apply to the new Collective Agreement.

3. General Increase

- (a) Effective January 1, 2016, all rates of pay which were in effect on December 31, 2015 shall be increased by one and one half percent (1.5%). The new rates shall be rounded to the nearest whole cent.
- (b) Effective January 1, 2017, all rates of pay which were in effect on December 31, 2016 shall be increased by one and one half percent (1.5%). The new rates shall be rounded to the nearest whole cent.
- (c) Effective January 1, 2018, all rates of pay which were in effect on December 31, 2017 shall be increased by two percent (2.0%). The new rates shall be rounded to the nearest whole cent.
- (d) Effective January 1, 2019, all rates of pay which were in effect on December 31, 2018 shall be increased by two percent (2.0%). The new rates shall be rounded to the nearest whole cent.
- (e) Effective January 1, 2020, all rates of pay which were in effect on December 31, 2019 shall be increased by two percent (2.0%). The new rates shall be rounded to the nearest whole cent.

4. Article 1.1

Convert four (4) CUPE Records Supervisor positions within RCMP Support Services to Exempt and add to Article 1.1. Implementation will occur at a mutually acceptable date.

Update schedule as per Appendix 'A'. ***Agreed on October 6, 2015***

5. Article 4.7 Arbitration

~~a) Should the two (2) parties be unable to resolve the grievance under the procedure as set out in the previous sections, within fourteen (14) days, the matter or matters shall be settled by submitting same to a Board of Arbitration of three (3) persons, one of whom shall be appointed by the City, and one by the Union; such appointments shall be made within seven (7) days of the failure of the City Manager and the Union to reach a decision; and the third member shall be appointed within five (5) days by the two members so appointed, and shall be the chairperson. Should the members appointed by the parties fail to agree on a chairperson within the said five (5) days, the said chairperson shall be appointed by the Director, Collective Agreement Arbitration Bureau. The majority decision of the Board shall be final and binding on both parties, and each party shall bear the expense of the arbitrator and pay one half of the expenses of the~~

~~chairperson. The Board shall finally settle such difference within ten (10) days after the appointment of the Chairperson.~~

Within fourteen (14) calendar days of notice that a grievance is being advanced to arbitration, the parties will attempt to agree on a single arbitrator to hear the matter. Should the parties fail to agree on an arbitrator, either party may request the Minister of Labour to appoint an arbitrator to hear the matter. The expenses of the arbitrator shall be borne in equal amount by the Employer and the Union.

(b) In the event the ~~Board of Arbitration~~ **arbitrator** finds that an employee has been dismissed or suspended for other than proper cause, the ~~Board of Arbitration~~ **arbitrator** may direct the City to reinstate the employee, and to pay the employee a sum equal to their wages or salary lost by reason of such suspension or discharge, or such lesser sum as in the opinion of the ~~Board of Arbitration~~ **arbitrator** 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.

~~(c) Upon mutual agreement of the parties, the tri-partite arbitration process set out in (a) above, may be replaced by a single arbitrator process.~~

Agreed on October 6, 2015

6. Article 5.3 Annual Vacations

(c) Payment of any owed vacation pay adjustment will be made by ~~February 28th~~ **March 31st** in the following year.

Agreed on October 6, 2015

7. Article 6.6 Extended Health Benefit Plan

(a) All regular and probationary employees after three (3) months employment will be covered by a one hundred percent (100%) Extended Health Benefit Plan with the standard \$100.00 deductible. The City will pay eighty percent (80%) of the costs and the twenty percent (20%) deduction for employees shall be made through payroll deductions. The extended health lifetime maximum will be ~~\$750,000~~ **\$1,000,000**.

8. Article 7.10 Bereavement Leave

(a) Bereavement leave for a period not to exceed three (3) working days without loss of pay shall be granted to the employee **in the case of a death in the employee's family.** ~~attending the funeral of a member of the employee's family.~~ The family, including those related by marriage or common-law, being defined as: wife, husband, same sex partner, child, father, father-in-law, mother, mother-in-law, sister, brother, grandparents, grandchildren, common-law spouse, ward, stepchild, brother-in-law, sister-in-law, great grandparents, grandparents-in-law, fiancé and step-parent. Where the funeral is outside the Province, the employee may apply for additional leave not to exceed a total of three (3) working days without loss of pay.

(b) An employee who qualifies for bereavement leave under Article 7.10 (a), may be granted such leave when on annual vacation and shall be credited the applicable number of days to their vacation bank.

9. Article 7.12 Provisions Regarding Municipal Employees Car and Mileage Allowance

Those employees driving their own vehicle on City business will be reimbursed at a rate per kilometre. ~~The rate will be set at one cent (1¢) per kilometre more than the non-taxable rate set by the Canada Revenue Agency.~~ **The reimbursement rate will be in line with the non-taxable rate set by the Canada Revenue Agency.**

Agreed on October 6, 2015

10. Article 8.6 Overtime

(e) Time Off in Lieu of Overtime Payment

Time off in lieu of payment for overtime shall be allowed on the basis of time off credit for actual hours worked, with the premium portion of the overtime being paid out. Time off credits shall be calculated to the nearest one half (1/2) day, and the balance paid out at the time the employee elects to take time off, or as otherwise mutually agreed. The accumulation shall not exceed seventy (70), seventy-five (75) or eighty (80) hours, as the case may be, in any calendar year. ~~No accumulation of overtime shall be carried forward into the following year except overtime accumulated after August 31st of the calendar year, which shall be taken by April 30th of the following year.~~ **Overtime accumulated between January 1 and August 31 shall be taken by December 31 of the calendar year. Overtime accumulated between September 1 and December 31 shall be taken by April 30 of the following year.**

Time off is to be taken as mutually agreed by the employee's General Manager and the employee concerned at the employee's regularly classified rate. However, when an employee works overtime in a higher classification, the difference between such employee's regular classified rate and the higher rate, shall be paid out and not accumulated.

Agreed on October 6, 2015

11. Article 9.1 Inside Employees

(c) For the purpose of this Section, employees under the jurisdiction of the R.C.M. Police and ~~Computer Operators~~ and all other employees of Information Technology hired after June 15, 1971, are exempt from a strict schedule of hours of work. However, any hours worked in excess of seven (7) hours per day or thirty-five (35) hours per week, by office personnel under the jurisdiction of the R.C.M. Police shall be paid overtime rates in accordance with Article 8.6 of this Agreement. ***Agreed on October 6, 2015***

12. Article 9.7 Shift Differential

All employees of the City shall receive a shift differential of one dollar (\$1.00) per hour for all scheduled hours worked on a shift other than the regular day shift.

Such differential shall not apply to the provisions of Articles 8.6, 8.7 and 8.8, of this Agreement.

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

Day shift employees (employees who have more than half (½) of their Regular work shift in the day shift time period as defined in the Collective Agreement for Inside (Article 9.1) and Outside employees (Article 9.3)) shall receive shift differential only on straight time hours worked outside of the day shift time period.

Non day shift employees (employees who have half (½) or more than half (½) of their Regular work shift outside the day shift time period as defined in the Collective Agreement for Inside (Article 9.1) and Outside employees (Article 9.3)) shall receive shift differential on all straight time hours worked on their shift.

Agreed on October 20, 2015

13. Article 10.1 (d) NEW

Notwithstanding Article 10.1 (a), employees who are authorized to change employee Definition from Regular Full-Time to Regular Part-Time or Auxiliary in the same position, classification and Department, shall not be required to serve a probationary period in that position provided there is not a break in service.

Agreed on October 20, 2015

14. Article 10.4 (d) NEW

For the purpose of applying on posted positions, employees who have changed employment status from Auxiliary to Regular Full-Time or Regular Part-Time shall have their seniority credited with the hours worked as an Auxiliary employee provided there was no break in service greater than one year.

Agreed on November 17, 2015

15. Article 13.4 (h) Provision of Clothing

(h) All Guards (RCMP Support Services), Exhibit Officers (RCMP Support Services) and By-Law Enforcement Officers (City Manager's Office) shall be provided with uniforms and laundry services as per Schedule "G".

Agreed on October 6, 2015

16. Schedule C

Effective upon ratification, implement a rate of \$22.33/hour for Labourer for the first 1000 hours of employment. Future general increases will be applied to this rate.

Effective upon ratification, increase wage by 40 cents - Trades Improver 1, Trades Improver 2 and Chargehand in the Water, Sanitary, Sewer, and Pumps & Controls sections of Engineering Operations. Modify job class specifications to reflect requirement for EOCP Level 1 certification.

Effective upon ratification, increase wage by 65 cents - Foreman in the Water, Sanitary, Sewer, and Pumps & Controls sections of Engineering Operations. Modify job class specifications to reflect requirement for EOCP Level 2 certification.

Employees will be required to obtain and maintain certification on their own time. The City will cover the fees for certification.

These adjustments will finalize the current reclassification requests from these groups.

17. Other

Change all references in the Collective Agreement from By-Law to Bylaw.

Agreed on October 6, 2015

18. Benefits

a) Implement generic drug substitution language in the benefits contract – January 1, 2017:

No Substitution Prescription

“The maximum amount of any covered expense is the price of the lowest cost generic equivalent that can legally be used to fill the prescription, as listed in the Provincial Drug Benefit Formulary. If there is no generic equivalent product for the prescribed drug or medicine, the amount covered is the cost of the prescribed product.

Reimbursement at the cost of the prescribed product will also occur when a prescription contains a written direction from the Physician or Dentist that the prescribed drug is not to be substituted with another product.”

The intent of this change: An equivalent generic drug shall be substituted unless the physician or dentist indicates “no substitutions”. In this instance there will be no additional cost for the employees.

b) Increase cost, installation, repair and maintenance of hearing aids, (including charges for batteries) from \$700 to a maximum of \$1200 per 5 calendar years - effective January 1, 2017.

c) Increase stump socks from 10 to a maximum of 20 per calendar year - effective January 1, 2017.

d) Combine coverage for psychology and registered clinical counsellors up to a maximum of \$800/year - effective January 1, 2017.

e) Extend retiree extended health benefits for 1 month after retirement – letter external to Collective Agreement (Appendix ‘D’).

19. Benefits Changes of Practice

a) Effective January 1, 2017, dispensing fees will be eligible for reimbursement up to the maximum dispensing fee per prescription eligible for reimbursement under the British Columbia PharmaCare program.

The City will commit to communicating information on dispensing fees to employees prior to this date.

20. Housekeeping

All dates that are intended to reference the new Collective Agreement will be updated as necessary by the Parties.

All changes will become effective the date of ratification unless otherwise noted.

21. SCHEDULES 'A', 'C', 'D', 'E'

Amend as specified in Appendix 'B'. ***Agreed on December 15, 2015***

22. LETTERS OF UNDERSTANDING

Amend as specified in Appendix 'C'.

Within 3 months from date of ratification the Parties will implement a Letter of Understanding that will establish a 6 month trial 8pm City Hall opening for one night each week. The job classifications impacted by this trial will be mutually agreed upon between the Union and the City and employees will be selected on a voluntary basis (first) and then by reverse seniority (second). The City may cancel the trial if it chooses to do so.

Within 3 months from date of ratification, the City will draft self-directed hours of work Letters of Understanding for the following job classifications: Crime Prevention Coordinator, Restorative Justice Coordinator, Crime Free Multi-Housing Coordinator, Diversity Coordinator.

Dated this 25th day of October 2016 at Surrey, BC.

SIGNATURES OMITTED

SIGNATURES OMITTED

APPENDIX 'A' **ARTICLE 1.1**

Agreed on October 6, 2015

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

City Manager's Office

Administrative Assistant
Administrative Coordinator
Administrative Manager
Animal Resource Centre Manager
Assistant City Clerk
Assistant City Solicitor (7)
Business Development Officer (2)
City Clerk
City Manager
City Solicitor
Crime Reduction Strategy Manager
Deputy City Clerk
Deputy City Manager
Director of Public Safety Strategies
Economic Development Strategist
Executive Assistant to City Manager (2)
FOI Analyst
GM, Investment & Intergovernmental Affairs
Legal Assistant (4)
Legal Assistant (2 RPT)
Legislative Assistant (2)
Manager, Animal Care and Control
Manager, By-Law & Licensing Services
Manager, Economic Development
Office Assistant
Policy Analyst (2)
Records Manager
Senior By-law Enforcement Officer (2)

Engineering Department

Administrative Coordinator (3)
Applications Manager
Construction Superintendent
Contracts and Solid Waste Manager
Development Project Coordinator
Development Project Engineer
Development Services Manager
District Energy Manager
Drainage Engineer
Dyking Superintendent
Environment Manager
Fleet & Garage Manager
Fleet and Garage Superintendent

General Manager, Engineering
GIS Coordinator
GIS Manager
Inspection Services Manager
Junior Project Surveyor
Manager, Design and Construction
Manager, Land Development
Manager, Operations
Manager, Realty Services
Manager, Transportation
Manager, Utilities
Parking Services Manager
Project Engineer – Operations
Project Engineer (12)
Project Land Surveyor (3)
Property Manager
Pumps & Controls Manager
Pumps and Controls Superintendent
Rapid Transit & Strategic Projects Manager
Realty Assets Manager
Realty Section Manager
Roads & Drainage Operations Central Manager
Roads & Drainage Operations North Manager
Roads & Drainage Operations South Manager
Roads and Drainage Superintendent
Sanitary Sewer Ops & Construction Manager
Senior Engineer
Sewer Engineer
Special Projects Manager
Support Services Manager
Survey Manager
Traffic Operations Manager
Traffic Operations Team Leader
Traffic Signals Team Leader
Transportation Engineer (4)
Transportation Planning Manager
Water Engineer
Water Meter Superintendent
Water Operations Manager
Water Operations Superintendent

Finance & Technology Department
Jr. Adjuster/ Analyst
Administrative Coordinator

Assistant Purchasing Manager
Customer Service Supervisor
Cyber Security Manager
Development Services Manager
Corporate Audit Manager
Desktop Services Manager
Director, Client and Application Services
Director of Information Technology
Finance Business Manager (4)
FMS Solution Manager
General Manager, Finance & Technology
Infrastructure Services Manager
Internal Auditor
IT Operations Manager
Manager, Business Applications
Manager, Business Solutions
Manager, Financial Reporting
Manager, Financial Services
Manager, Information Technology
Manager, Revenue Services
Manager, Risk
Network Services & Special Projects Manager
Payroll Manager
Property Tax & Utility Manager
Purchasing Manager
Relationship Manager (2)
Senior Internal Auditor
Senior Project Manager (5)
Service Desk Manager
Special Projects Analyst
Sr. Claims Examiner
Strategy and Innovation Manager
Systems Auditor
Tempest Solution Manager

Human Resources Department

Compensation Analyst
Employment Specialist (4)
General Manager, Human Resources
Health & Safety Assistant
HRIS Manager
HRIS Specialist (2)
Human Resources Assistant (2)
Human Resources Generalist (4)
Human Resources Manager (2)
Human Resources Assistant (3 RPT)
Manager, Occupational Health & Safety
Occupational Health & Safety Specialist (3)
Organizational Development Manager
Pension & Benefits Administrator (2)
Return to Work Coordinator (2)
Senior Manager, Human Resources

Office of the Mayor

Administrative Assistant (2)
Chief of Staff
Communications Assistant
Communications Manager
Executive Assistant to the Mayor
Receptionist

Parks, Recreation & Culture Department

Administrative Coordinator
Aquatics Manager
Arena Operations Manager
Arts Services Manager
Business Operations Manager
CRS Manager, Cloverdale
CRS Manager, Fleetwood
CRS Manager, Guildford
CRS Manager, Newton
CRS Manager, North
CRS Manager, South
CRS Strategic Service Delivery Manager – Clayton / Cloverdale
Filming Liaison
General Manager, Parks, Recreation & Culture
Healthy Communities Manager
Manager of Parks
Manager, CRS
Manager, Heritage Administration and Facilities
Marketing & Communications Manager
Museum Manager
New Media Manager
Park Development Services Manager
Park Landscape Operations and Park Partnerships Manager
Park Business Operations and Support Services Manager
Park Facility Operations Manager
Parks Planning, Research and Design Manager
Performing Arts Manager
Recreation Facilities Manager, Arenas
Recreation Facilities Manager, Guildford
Recreation Facilities Manager, Grandview Heights
Recreation Facilities Manager, Newton
Special Events and Filming Manager
Special Projects Manager
Superintendent, Landscape Operations
Superintendent, Park Structures
Support Services Manager
Urban Forestry & Environ Programs Manager
Visual and Community Arts Manager

Planning & Development Department

Administrative Coordinator
Administration Section Manager
Building Engineer (4)
City Architect
Customer Service Supervisor
Community Energy Planning Manager
Current Planning Manager – North
Current Planning Manager – South
ECM Solutions Manager
Electrical Section Manager
Facilities Building Engineer
Facilities Design & Construction Manager
Facilities Maintenance Project Manager
Facilities Maintenance and Operations Manager
Facilities & Projects Financial Manager
Field Inspections Manager
General Manager, Planning & Development
Manager, Administration & Special Projects
Manager, Area Planning & Development – North
Manager, Area Planning & Development – South
Manager, Building Division
Manager, Civic Facilities
Manager, Community Planning
Manager, Sustainability
Plan Review Section Manager
Plumbing Section Manager
Policy Planning Manager
Residential Section Manager
Security Services Manager
Trees and Landscape Manager

Urban Design Section Manager

RCMP Support Services

Administrative Assistant (3)
Administrative Services Manager
Auxiliary Constable Program Manager
Business Performance Manager
Cells Manager
Client Services Manager
Client Services Manager North Building
Communications and New Media Manager
Corporate Services Manager
Court Services Manager
Crime Prevention and Community Services
Manager
Criminal Intelligence Manager
Executive Assistant
Facilities Manager
Finance Manager
Fleet Manager
Information Services Manager
Information Technology Manager
Intervention Programs Manager
Manager, Information Services and Technology
Manager, Operations
Manager, RCMP Support Services
OCC Manager (2)
OCC Shift Manager (4)
Records Shift Manager (4)
Strategic Planning and Research Policy Advisor
Training Manager
Victim Services Manager

APPENDIX 'B'

SCHEDULES A, C, D, E

Agreed on December 15, 2015

SCHEDULE "A"

Inside Staff Classifications and Pay Grades
Effective January 1, 2016

Classification	Pay Grade
Accountant 1	23
Accountant 2	26
Accountant 3	29
Accounting Clerk 1	15
Accounting Clerk 2	18
Accounting Clerk 3	21
Administrative Ass't. – Leg. Services	19
Animal Control Officer	22
Animal Health Technician	17
Animal Shelter Attendant	10
Animal Shelter Attendant Assistant	8
Animal Welfare Attendant	15
Application Analyst 1	25
Application Analyst 2	27
Application Analyst 3	31
Application Specialist 1	22
Application Specialist 2	25
Application Specialist 3	27
Arborist	26
Art Coordinator	20
Assistant City Collector	25
Assistant District Office Coordinator	16
Associate Planner	27
Breath Test Instruments Technician	17
Building Inspector 1	27
Building Inspector 2	31
Business Operations Coordinator	21
Business Services Analyst	24
Business Support Services Assistant	16
Buyer 1	19
Buyer 2	23
Buyer 3	25
By-law Enforc./Bus. Lic. Clerk 1	17
By-law Enforc./Bus. Lic. Clerk 2	18
By-law Enforcement Officer 1	26
Bylaw Services Officer	22
By-Law Supervisor	28
Cell Team Lead (RCMP)	19L
Chief Draftsperson	25
Clerk 2	9
Clerk 3	12
Clerk 4	15
Clerk Typist Trainee	00T
Clerk Typist 2	9
Clerk Typist 3	12A

Clerk Typist 4	15
Commercial Operations Clerk	20
Comm. Justice Program Coordinator	25K
Communications Coordinator	19
Community Outreach Coordinator	15
Community Patrol Officer	18
Community Safety Coordinator	22
Community Services Coordinator 1	19
Community Services Coordinator 2	23A
Contract Administrator	23
Conveyancing Clerk	15
Conveyancer 1	18
Conveyancer 2	21
Conveyancer 3	24
Court Liaison Officer	24B
Crime Analyst 1	25B
Crime Analyst 2	27B
Crime Free Multi-Housing Coordinator	22
Crime Prevention Program Coordinator	19
Cultural Exhibits Technician	19
Database Analyst 1	25
Database Analyst 2	27
Database Analyst 3	31
Disclosure Clerk	16
District Office Coordinator (RCMP)	19
Diversity Coordinator	22
Dog License Canvasser	11
Dog Responsibility & Park Patrol Officer	19
Drug Section Clerk Typist (RCMP)	15
Economic Development Analyst	27
Electrical Inspector 1	27
Electrical Inspector 2	31
Electronic File Administrator (RCMP)	18B
Engineering Assistant 1 Co-op (80%)	00E
Engineering Assistant 1 Co-op (85%)	00F
Engineering Assistant 1 Co-op (90%)	00G
Engineering Assistant 1	21
Engineering Assistant 2	25
Engineering Assistant 3	27
Engineering Assistant 4	29
Engineering Inspector 1	22
Engineering Inspector 2	25
Engineering Inspector 3	27
Engineering Works Yard Clerk	15
Environmental Technician-Arbiculture	24

Classification	Pay Grade
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Classification	Pay Grade
Environmental Technologist	25

Exhibits Officer – RCMP	17B
Fleet and Garage Clerk	20K
Fleet Services Supervisor	00F
FOH Services Coordinator	19
Forensic Identification Technician	21
Forensic Video Analyst (RCMP)	25
Functional Application Analyst 1	25
Functional Application Analyst 2	27
Functional Application Analyst 3	31
Functional Application Specialist 1	22
General Operations Clerk	18
GIS Analyst 1	25
GIS Analyst 2	27
GIS Specialist 1	22
GIS Specialist 2	25
Graphic Designer 1	20
Graphic Designer 2	23
Guard	17L
Information Officer (RCMP)	19K
Inventory Clerk	12
IT Architect 1	31
IT Architect 2	33
IT Architect 3	35
Landscape Architect	29
Landscape Technician	23
Marketing Coordinator Co-op	00H
Materials Supply Supervisor	23L
Media Designer	24
Media Relations Coordinator (RCMP)	19
Member Services Clerk	15
Mentored Inspector	00U
Network Analyst 1	25
Network Analyst 2	27
Network Analyst 3	31
OCC Scheduler	22C
OCC Trainer	24C
Operations Clerk	17
Operations Specialist 1	20
Operations Specialist 2	22
Parking Services Coordinator	24
Parks Designer	27
Parks & Recreation Planner	30
Payroll Accounting Technician	19
Payroll Coordinator	24
Payroll Technician	19
Plan Checker 1	21
Plan Checker 2	24
Plan Checker 3	27
Plan Checker 4	29
Plan Checker/Building Inspector	27
Planner 1	30
Planner 2	31

Planning Technician 1	22
Planning Technician 2	24
Planning Technician 3	26
Plumbing Inspector 1	27
Plumbing Inspector 2	31
Police Accts & Procurement Clerk	19
Police Accounts Clerk 1	15
Police Accounts Clerk 2	18
Prime Coordinator	22
Print Shop Clerk	15
Print Shop Operator	17
Printer	00P
Procurement Specialist	27
Production Coordinator	20
Program Assistant	22
Project Management Assistant	15
Property Agent 1	26
Property Agent 2	29
Property Agent 3	31
Property Appraiser 1	26
Property Appraiser 2	29
Property Appraiser 3	31
Property Associate	23
Property Records Clerk	20
Property Tax & Utility Trainee	11
Property Tax & Utility Rep 1	14
Property Tax and Utility Rep.2	17
Quality Control Reader	22B
RCMP Training Program Administrator	22
Records Analyst	22
Records Audit Reviewer	16
Records Clerk 2 (RCMP)	9
Records Clerk 3 (RCMP)	12
Records Clerk 4 (RCMP)	15
Records Team Supervisor	19
Recreation Programmer – Aquatic Fac	19
Restorative Justice Coordinator (RCMP)	23K
S.C.A.D.A. Radio System Operator 1	27K
S.C.A.D.A. Radio System Operator 2	29K
Security Clearance Specialist	20
Senior Contract Administrator	25
Senior Court Liaison Clerk	19
Senior Exhibits Officer – RCMP	19B
Senior Information Officer	21K
Senior Operations Clerk	20
Senior Planner	32
Support Specialist Trainee–Coop Student	10
Support Specialist 1	14
Support Specialist 2	16
Support Specialist 3	18
Survey Assistant	17C
Surveyor 1	17D

Classification	Pay Grade
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Planning Analyst	27
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Classification	Pay Grade
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Surveyor 2	19C
Surveyor 3	22C
Sustainability Coordinator	19
Switchboard Operator	10
Switchboard Operator – City Hall	12
Switchboard Operator – (RCMP)	12
Systems Trainer	24C
Team Leader (RCMP Records)	17
Team Leader 1 (IT)	29
Team Leader 2 (IT)	31
Technical Support Specialist 1	22
Technical Support Specialist 2	25
Technical Support Specialist 3	27
Telecommunications Operator 1	18B
Telecommunications Operator 2	22C
Traffic Information Officer – RCMP	19K
Traffic Management Coordinator	25
Traffic Survey Clerk	00S
Training Coordinator (RCMP)	19
Transport Assistant (RCMP)	00C
Transportation Planner 1	27
Transportation Planner 2	30
Truck Parking Coordinator	23
Utility Rates Inspector	20
Victim Services Case Worker	23L
Watchperson	16K
Water Service Inspector	20
Web Specialist	27
Yard Radio Operator	16
Youth Counsellor – RCMP	23K

SCHEDULE "C"

Outside Staff Classifications & Hourly Pay Rates

Classifications	Jan.1'16	Jan.1'xx	Jan.1'xx	Jan.1'xx
<u>ENGINEERING DEPARTMENT – OPERATIONS BRANCH – ROADS & DRAINAGE, SANITARY SEWER/CONSTRUCTION, SOLID WASTE, PUMPS & CONTROLS SECTIONS</u>				
<u>Labourer 1 – first 6 months</u>				
Concrete Maker				
Construction Checker				
General Labourer				
Padperson				
Power Hand Tool Operator				
Sign Installer				
Swamper, Tandem Flat Deck Truck				
Swamper, Flush/Vacuum Truck				
<u>Labourer 2- after 6 months</u>				
Same list as above				
<u>Weigh Scale Control Clerk 1</u>				
<u>Weigh Scale Control Clerk 2</u>				
<u>Trades Improver 1</u>				
Form Maker, Rough Forms				
Pipelayer				
Rollerperson – Asphalt Crew				
Sewer Maintenance				
<u>Trades Improver 2</u>				
Carpenter Form Maker				
Cement Block Layer				
Mason				
Rakerperson – Black Top Crew				
Sanitary Sewer Video Camera Operator				
Stop Bar/Cross Walk Painter				
<u>Tradesperson 2</u>				
Signmaker				

Classifications	Jan.1'16	Jan.1'xx	Jan.1'xx	Jan.1'xx
<u>Chargehand</u>				
<u>Foreman</u>				
<u>ENGINEERING DEPARTMENT – OPERATIONS BRANCH – FLEET SECTION</u>				
<u>Equipment Operator 1</u>				
Roller Operator				
Tractor Operator				
<u>Equipment Operator 2</u>				
Self-Propelled Roller Operator				
Sewer Vacuum Machine Operator				
<u>Equipment Operator 3</u>				
Grader Operator - Light Maintainer				
Slope Mower Operator				
Street Sweeper Operator				
<u>Equipment Operator 4</u>				
Centre Line Marking Machine Operator				
Flail Mower Operator				
Sewer Vacuum Jet Driver/Operator				
Tandem Flat Deck Crane Truck Operator				
Track Excavator – Mini				
<u>Equipment Operator 5</u>				
Front-end Loader Operator - Heavy				
Grader Operator – Heavy				
Tractor Backhoe Operator				
Medium Excavator Operator				
<u>Equipment Operator 6</u>				
Gradall Operator				
Track Excavator Operator - Heavy				
Utilityperson				

Classifications	Jan. 1'16	Jan. 1'xx	Jan. 1'xx	Jan. 1'xx
<u>Truck Driver 1</u> Single Axle Truck Driver				
<u>Truck Driver 2</u> Construction Supply Truck Driver Street Flusher/Water Truck Tandem Truck Driver Centre Line Truck Operator				
<u>Truck Driver 4</u> Tandem C/W Trailer or Gravel Pup				
<u>Chargehand</u>				
<u>Foreman</u>				
<u>Assistant Equipment Controller</u>				
<u>Equipment Controller</u>				
<u>Stockroom Clerk 3</u>				
<u>ENGINEERING DEPARTMENT- OPERATIONS BRANCH - WATER SECTION</u>				
<u>Labourer 1 – first 6 months</u> Concrete Maker General Labourer Padperson Power Hand Tool Operator				
<u>Labourer 2 – after 6 months</u> Same list as above				
<u>Trades Improver 1</u> Form Maker - Rough Forms Meterperson Patrolperson Pipelayer Water Service Trucks Crews				

Classifications	Jan. 1'16	Jan. 1'xx	Jan. 1'xx	Jan. 1'xx
<u>Trades Improver 2</u> Carpenter Form Maker Cement Block & Brick Layer Pipe Fitter - Plumber, and Mechanical Testing/Chlorination Operator				
<u>Chargehand</u>				
<u>Foreman</u>				
<u>ENGINEERING DEPARTMENT – OPERATIONS BRANCH – GARAGE SECTION</u>				
<u>Trades Helper</u> Cleanup Person Labourer Mechanical Helper				
<u>Serviceman</u> Greaseperson				
<u>Fleet Partsperson</u>				
<u>Service Writer</u>				
<u>Tradesperson 1</u> Automotive Bodyperson Electrician (Class "B" Provincial Ticket) Mechanic "A" - Heavy Duty Mechanic "A" - Field Service Welder				
<u>Tradesperson 2 (T.Q. or Inter-provincial Ticket)</u> Automotive Mechanic Commercial Transport Mechanic Electrician Heavy Duty Mechanic Utilityperson				

Classifications	Jan.1'16	Jan. 1'xx	Jan. 1'xx	Jan. 1'xx
<u>Tradesperson 3</u>				
Heavy Duty Field Service Mechanic				
Machinist				
Millwright				
<u>Trades Foreman</u>				
<u>CORPORATE FACILITIES DEPARTMENT</u>				
<u>Building Maintenance 1</u>				
<u>Building Maintenance 2</u>				
<u>Building Technician</u>				
<u>Fire Safety Technician</u>				
<u>Tradesperson 1</u>				
Electrician (Class "B" Provincial Ticket)				
Mason - Maintenance Carpenter				
Mechanic"A" – Constr. & Mtnce, Equip & Build				
Painter Maintenance - Buildings				
Pipefitter - Plumber - Maintenance				
<u>Tradesperson 2(T.Q. or Inter-provincial Ticket)</u>				
Same list as above				
<u>Trades Chargehand</u>				
Constr & Mtnce, Equipment & Buildings				
<u>Trades Foreman</u>				
<u>Pool Technician</u>				
<u>FINANCE & TECHNOLOGY DEPARTMENT - PURCHASING SECTION</u>				
<u>Equipment Operator 3</u>				
Yard Stockperson				

Classifications	Jan.1'16	Jan. 1'xx	Jan. 1'xx	Jan. 1'xx
<u>Stockroom Clerk 1</u>				
<u>Stockroom Clerk 2</u>				
<u>Stockroom Clerk 3</u>				
<u>PARKS DIVISION</u>				
<u>Labourer 1</u> Concrete Maker General Labourer Hand Tool Maintenance Mower and Roller Operators (Small) Power Hand Tool Operator Swamper Swamper Sanitation Truck Tile Layer				
<u>Labourer 2 – after 6 months</u> Same list as above				
<u>Structural Worker 1</u>				
<u>Structural Worker 2</u>				
<u>Utilityperson</u>				
<u>Groundskeeper 1</u>				
<u>Groundskeeper 2</u>				
<u>Natural Areas Practitioner</u>				
<u>Chargehand</u>				
<u>Parks Equipment Operator 1</u> Farm or Industrial Type Tractors with attachments and gang mowers				
<u>Truck Driver – Swamper</u>				

<u>Parks Equipment Operator 2</u>				
Tractor Backhoe (Cemetery)				
<u>Parks Equipment Operator 2A</u>				
<u>Parks Equipment Operator 3</u>				
<u>Parks Equipment Operator 3A</u>				
<u>Tradesperson (Semi-Qualified)</u>				
<u>Tradesperson 1</u>				
Carpenter				
Gardener				
Plumber				
<u>Tradesperson 2 (T.Q. or Inter-provincial Ticket)</u>				
Same list as above				
<u>Trades Chargehand</u>				
<u>Foreman</u>				
<u>Construction Foreman</u>				
<u>Parks Technician</u>				
<u>Parks Operations Coordinator</u>				

APPRENTICESHIP WAGE RATES

Apprentices will be paid at the percentage rates of Tradesman 1 listed below:

1st 6 months	50%
2nd 6 months	55%
3rd 6 months	60%
4th 6 months	65%
5th 6 months	70%
6th 6 months	75%
7th 6 months	80%
8th 6 months	90%
(No rate to be less than a Labourer 1 rate of pay)	

SCHEDULE "D"

Recreation & Culture Departments
Staff Classifications and Hourly Pay Rates

<u>Classifications</u>	<u>January 1, 2016</u>			<u>January 1, 20xx</u>			<u>January 1, 20xx</u>		
	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
<u>Community Services Asst 5</u>									
<u>Assistant Curator</u>									
<u>Concession Worker</u>									
<u>Concession Worker/Caterer</u>									
<u>Head Concession Worker</u>									
<u>Doorperson, Skate Shop, Ice Patrol, Ushers, Casual Help</u>									

	Standard Step 1	300 hours Step 2	600 hours Step 3	900 hours Step 4
<u>Skating Instructor</u>	\$			
<u>Head Skating Instructor</u>				- - - -

Notes:

1. For the purpose of the calculation of overtime, above employees shall be considered to work an 8 hour day / 40 hour week.
2. The parties agreed that the pay rate for employees of the Recreation Division take into account shift differentials and Sunday Premium pay as required, except as provided in Note #3.
3. Regular employees only, as per Article 12, Section 2 of the Parks, Recreation and Culture Department shall receive shift differential for all scheduled hours worked on a shift other than the regular day shift.

	Step 1	Step 2	Step 3	Step 4	Step 5
<u>ECE Facilitator</u>				n/a	n/a
<u>ECE Lead/Co-Lead</u>					
<u>ECE Assistant</u>					
<u>ECE Responsible Adult</u>					

*Note: As referenced in Letter of Understanding #49 - ECE Staff (Early Childhood Education Lead/Co-Lead; Early Childhood Education Assistant; Early Childhood Education Responsible Adult; Early Childhood Education Facilitator).

SCHEDULE "D"

Recreation & Culture Departments
Staff Classifications and Hourly Pay Rates

<u>Classifications</u>	<u>January 1, 201X</u>		
	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
<u>Building Cleaner</u>			
<u>Building Service Worker</u>			
<u>Recreation Facility Maintenance Worker 1</u>			
Iceman – no certification			
<u>Recreation Facility Maintenance Worker 2</u>			
Iceman			
<u>Recreation Facility Maintenance Worker 3</u>			
<u>Recreation Facility Maintenance Worker 4</u>			
<u>Pool Service Worker</u>			
<u>Engineer (Tradesman 3)</u>			
<u>Head Lifeguard</u>			
<u>Assistant Head Lifeguard</u>			
<u>Lifeguard-Instructor 1</u>			
<u>Lifeguard-Instructor</u>			
<u>Technical Director</u>			
<u>Community Services Asst 1</u>			
<u>Community Services Asst 2</u>			
<u>Community Services Asst 3</u>			

<u>Classifications</u>	<u>January 1, 201X</u>		
	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
<u>Community Services Asst 4</u>			
<u>Community Services Asst 5</u>			
<u>Assistant Curator</u>			
<u>Concession Worker</u>			
<u>Concession Worker/Caterer</u>			
<u>Head Concession Worker</u>			
<u>Doorperson, Skate Shop, Ice Patrol, Ushers, Casual Help</u>			

Notes:

1. For the purpose of the calculation of overtime, above employees shall be considered to work an 8 hour day / 40 hour week.
2. The parties agreed that the pay rate for employees of the Recreation Division take into account shift differentials and Sunday Premium pay as required, except as provided in Note #3.
3. Regular employees only, as per Article 12, Section 2 of the Parks, Recreation and Culture Department shall receive shift differential for all scheduled hours worked on a shift other than the regular day shift.

SCHEDULE "E"

In the 2012 round of collective bargaining, the Parties agreed to a uniform probationary period of employment of six (6) months. The Parties wish to memorialize the practice for future bargaining that CUPE jobs at pay grade 17 or higher have traditionally had a longer probationary period of employment than jobs with pay grades lower than 17.

Appointees to the following classifications shall serve a probationary period of employment of six (6) months during which time such employee must demonstrate their ability to perform the work satisfactorily:

Accountant 1	Engineering Assistant 1
Accountant 2	Engineering Assistant 2
Accountant 3	Engineering Assistant 3
Accounting Clerk 2	Engineering Assistant 4
Accounting Clerk 3	Engineering Inspector 1
Administrative Assistant - Legislative Services	Engineering Inspector 2
Animal Control Officer	Engineering Inspector 3
Animal Health Technician	Environmental Technician - Arboriculture
Application Analyst 1	Environmental Technologist
Application Analyst 2	Fire Safety Technician
Application Analyst 3	Foreman positions
Application Specialist 1	Forensic Video Analyst-RCMP
Application Specialist 2	Fleet Services Supervisor-RCMP
Application Specialist 3	Front of House Services Coordinator
Arborist	Functional Application Analyst 1
Art Coordinator	Functional Application Analyst 2
Assistant City Collector	Functional Application Analyst 3
Associate Planner	Functional Application Specialist 1
Building Inspector 1	General Operations Clerk
Building Inspector 2	GIS Analyst 1
Business Operations Coordinator	GIS Analyst 2
Business Services Analyst	GIS Specialist 1
Buyer 1	GIS Specialist 2
Buyer 2	Graphic Designer 1
Buyer 3	Graphic Designer 2
By-law Enforcement Officer 1	Guard
Bylaw Services Officer	Identification Technician 1
By-law Supervisor	Identification Technician 2
Cell Team Lead	Information Officer
CIIDS Application Specialist	IT Architect 1
Commercial Operations Clerk	IT Architect 2
Communications Coordinator	IT Architect 3
Community Justice Program Coordinator	Landscape Architect
Community Patrol Officer	Landscape Technician
Community Safety Coordinator	Material Supply Supervisor
Community Services Coordinator 1	Media Designer
Community Services Coordinator 2	Media Relations Coordinator- RCMP
Contract Administrator	Network Analyst 1
Conveyancer 1	Network Analyst 2
Conveyancer 2	Network Analyst 3
Conveyancer 3	OCC Scheduler
Court Liaison Officer	OCC Trainer
Crime Analyst 1	Operations Clerk
Crime Analyst 2	Operations Specialist 1
Crime Free Multi-Housing Coordinator	Operations Specialist 2
Database Analyst 1	Parking Services Coordinator
Database Analyst 2	Parks & Recreation Planner
Database Analyst 3	Parks Designer
District Office Coordinator	Parks Operations Coordinator
Diversity Coordinator	Parks Technician
Economic Development Analyst	Payroll Coordinator
Electrical Inspector 1	Plan Checker 1
Electrical Inspector 2	Plan Checker 2
Electronic File Administrator- RCMP	Plan Checker 3

Plan Checker 4

Plan Checker/Building Inspector

Planner 1

Planner 2

Planning Analyst

Planning Technician 1

Planning Technician 2

Planning Technician 3

Plumbing Inspector 1

Plumbing Inspector 2

PRIME Coordinator

Printer

Procurement Specialist

Production Coordinator

Program Assistant

Property Agent 1

Property Agent 2

Property Agent 3

Property Appraiser 1

Property Appraiser 2

Property Appraiser 3

Property Associate

Property Tax and Utility Rep. 2

Quality Control Reader

Records Team Supervisor

Recreation Programmer – Aquatic Facility

Restorative Justice Coordinator- RCMP

SCADA Radio Systems Operator 1

SCADA Radio Systems Operator 2

Senior Contract Administrator

Senior Exhibits Officer

Senior Information Officer

Senior Operations Clerk

Senior Planner

Support Specialist 3

Surveyor 1

Surveyor 2

Surveyor 3

Sustainability Coordinator

Team Leader (IT) 1

Team Leader (IT) 2

Technical Support Specialist 1

Technical Support Specialist 2

Technical Support Specialist 3

Technical Director

Telecommunications Operator 1 – 9 months

Telecommunications Operator 2

Traffic Information Officer

Traffic Management Coordinator

Transportation Planner 1

Transportation Planner 2

Truck Parking Coordinator

Victim Services Case Worker

Web Specialist

Youth Counsellor

APPENDIX 'C'

Updates to Letters of Understanding

Notes:

PREVIOUSLY AGREED TO LOU'S TO BE SUBSTITUTED IN COLLECTIVE AGREEMENT:

#5 – Shift Schedule Bylaw Enforcement Officers (Signed June 27, 2014)

#7 – Self-Directed Hours of Work – Parks, Recreation and Culture (Signed November 9, 2000)
Additions: Media Designer, Communications Coordinator & Aquatic Programmer

#20 - Self-Directed Hours of Work – Parks, Recreation and Culture (Outside Workers & Schedule D) (Signed January 10, 2014)
Additions: Community Services Assistant 5

#25 - Qualification Adjustment for Garage Mechanics (Agreed October 6, 2015)

#28 – Shift Schedule – Animal Control Officers – By-Laws and Licensing Division (Signed May 14, 2015)

#32 – Shift Schedule – Clerk 3 (Inventory Clerk) – RCMP Support Services (March 16, 2011)
Additions: Include Auxiliary staff

NEW:

#40 - Clerk 3 (Operations Clerk) – RCMP Support Services (To be Signed)

#41 - Compensation Plan for Employees in the Building Technician Mentorship Program (Signed March 12, 2015)

#42 - Shift Schedule – Community Patrol Officers (To be Signed)
(Formerly #47)

#43 - Compensation Plan for Employees in the Plan Checker Mentorship Program (Signed October 31, 2015) (Formerly #46)

#44 - Self-Directed Hours of Work (Security Screening) - RCMP Support Services (Signed June 18, 2013)

#45 - Surrey Animal Resource Centre (SARC) (Signed October 9, 2015)

LETTER OF UNDERSTANDING #5

-between-

THE CITY OF SURREY

-and-

CUPE, LOCAL 402

RE: SHIFT SCHEDULE BY-LAW ENFORCEMENT OFFICERS

In an effort to improve service to the public, provide seven days week coverage and promote a more cost effective service, the provisions of the Collective Agreement will be specifically varied under Article 9, without prejudice and without precedent to the rights of either party as follows.

1. All regular full-time By-law Enforcement Officers of the By-law and Licensing Department shall work a non-standard work week, as specified in this Letter of Understanding.
 2. The length of a shift shall be 10 hours worked, plus a thirty (30) minute unpaid lunch break, for a total of 10.5 hours.
 3. By-law Enforcement Officers will work a non-standard shift schedule, known as “four-on, four-off” covering a 7 day per week operation.
 4. The hours of work on the non-standard work week shall be as follows, or as modified from time to time by management:

(a) Day Shift	7:30 am to 6:00 pm (year-round)
(b) Afternoon/Evening Shift	11:00 am to 9:30 pm (summer) 9:00 am to 7:30 pm (winter)
 5. Overtime will be paid for hours worked beyond 10 hours per day, at rates provided in accordance with the overtime provision in Article 8, Section 6(b) of the Collective Agreement.
 6. Shift differential (Article 9, Section 7 of the Collective Agreement) shall be paid only for the actual hours worked on the evening shift, that is, hours worked after 6 p.m.
 7. Employees shall not receive Sunday premium pay (Article 8, section 8 of the Collective Agreement).
 8. All benefit entitlements expressed in days in the collective Agreement (including vacation, sick leave and general holidays) are understood to be the hours equivalent to a standard working day (7 hours), and will be scheduled and used in hours, based on the actual length of the work day (10 hours), with the exception of general holidays (see below).
-

Regular full-time employees scheduled to work on a statutory holiday shall be paid in accordance with the provisions of Article 8.6 (b) of the Collective Agreement for actual hours worked. Regular employees who are not scheduled to work on the statutory holiday will receive pay for the statutory holiday in accordance with the Collective Agreement (7 hours).

9. This schedule will be implemented July 19, 2014.
10. Upon expiration, at the end of the term of the collective agreement, this Letter of Understanding will be null and void and cease to have any effect in the absence of express mutual agreement between the parties in writing to extend its effect.
11. Either party may terminate the provisions of this Letter of Understanding by providing thirty (30) days written notice to the other party.
12. Where this Letter of Understanding is silent or there is a dispute about its application, the parties will meet to resolve the dispute. Failing resolution, the terms of the Collective Agreement will apply.
13. Work arrangements implemented under this Letter of Understanding constitute and an approved flexible work schedule for the purposes of Section 38 of the Employment Standards Act.

SIGNED ON BEHALF OF THE CITY:

SIGNED ON BEHALF OF THE UNION:

"Joey Brar"

"Jeannie Kilby"

"Gillian Gibson"

"Darcy McPartlin"

DATE:

June 27, 2014

DATE:

June 27, 2014

LETTER OF UNDERSTANDING #7

-between-
THE CITY OF SURREY
-and-
CUPE, LOCAL 402

Re: Self-Directed Hours of Work – Parks, Recreation and Culture

For the term of this collective agreement, the parties agree that in the Parks, Recreation, and Culture Department for certain classifications of employees designated below to implement a voluntary self-directed work hours plan based on the following criteria and guidelines:

1. Classifications

Aquatic Programmer

Arts Coordinator

Business Operations Coordinator

Communications Coordinator

Community Service Co-ordinator 1

Community Service Co-ordinator 2

Front of House Coordinator

Media Designer

Planner 2 – Parks, Recreation and Culture Department

Any other departments or classifications which are mutually agreed between the parties

2. The employee and the appropriate management supervisor will meet initially to determine work requirements and expectations, and will meet as needed on an ongoing basis to discuss specific problems or anticipated problems and potential solutions.
 3. The Union will be advised, in a timely manner, in writing of the names, positions, departments, and basic work schedules of employees participating in the pilot project. Upon request, a written record of the hours worked by each employee during the work cycle will be provided to the Union.
 4. The employee will schedule and self-manage his/her workload and schedule to meet operational requirements and expectations over one of the following: a 140 hour, four (4) week work cycle; a 280 hour, eight (8) week work cycle; or a 420 hour, twelve (12) week work cycle.
 5. The employee may work up to twelve (12) hours a day and may work in excess of thirty-five (35) hours per week without receiving payment for overtime. Overtime will be paid for hours worked in excess of: 140 hours for the four (4) week cycle; 280 hours for an eight (8) week cycle; and 420 hours for a twelve (12) week cycle. Overtime will also be paid for any work
-

performed on the second consecutive day of rest in the employee's basic work schedule, provided overtime is authorized in advance by the Section Manager.

6. The employee will continue to be paid his/her regular salary bi-weekly, and any overtime pay will be reconciled and paid at the end of: the four (4) week cycle, the eight (8) week cycle, or the twelve (12) week cycle.
7. Upon mutual agreement between the Section Manager and employee, any overtime worked may be banked and scheduled as time off in lieu of overtime payment at a mutually agreeable time.
8. Where this Letter of Understanding is silent or there is a dispute about its application, the parties will meet to attempt to resolve the dispute. Failing resolution, the terms of the collective agreement will apply.
9. The department may end the application of this Letter of Understanding to an individual employee in the designated classifications by providing thirty (30) days written notice to the affected employee.
10. Either party may terminate the provisions of this Letter of Understanding by providing thirty (30) days written notice to the other.
11. Work arrangements implemented under this Letter of Understanding constitute an approved flexible work schedule for the purposes of Section 38 of the Employment Standards Act.

Upon expiration, this Letter of Understanding will be null and void and cease to have any effect in the absence of express mutual agreement between the parties in writing to extend its effect.

SIGNED ON BEHALF OF THE CITY:

SIGNED ON BEHALF OF THE UNION:

"Jeff Marwick"

"Laurie Larsen"

"J. Dominato"

"Margaret Krenus"

DATE

Nov. 9, 2000

Nov. 9, 2000

Formerly LOU #13

LETTER OF UNDERSTANDING #20

- -between-
THE CITY OF SURREY
-and-
CUPE, LOCAL 402

Re: Self-Directed Hours of Work – Parks, Recreation and Culture (Outside Workers & Schedule D)

For the term of this collective agreement, the parties agree that in the Parks, Recreation, and Culture Department for certain classifications of employees designated below to implement a voluntary self-directed work hours plan based on the following criteria and guidelines:

1. Classifications

Park Operations Coordinators
Community Services Assistant 5

Any other departments or classifications which are mutually agreed between the parties.

2. The employee and the appropriate management supervisor will meet initially to determine work requirements and expectations, and will meet as needed on an ongoing basis to discuss specific problems or anticipated problems and potential solutions.
 3. The Union will be advised, in a timely manner, in writing of the names, positions, departments, and basic work schedules of employees participating in the pilot project. Upon request, a written record of the hours worked by each employee during the work cycle will be provided to the Union.
 4. The employee will schedule and self-manage his/her workload and schedule to meet operational requirements and expectations over one of the following: a 160 hour, four (4) week work cycle; a 320 hour, eight (8) week work cycle; a 480 hour, twelve (12) week work cycle; or a 640 hour, sixteen (16) week work cycle.
 5. The employee may work up to twelve (12) hours a day and may work in excess of forty (40) hours per week without receiving payment for overtime. Overtime will be paid for hours worked in excess of: 160 hours for the four (4) week cycle; 320 hours for an eight (8) week cycle; 480 hours for a twelve (12) week cycle, and 640 hours for a sixteen (16) week cycle. Overtime will also be paid for any work performed on the second consecutive day of rest in the employee's basic work schedule, provided overtime is authorized in advance by the Section Manager.
 6. The employee will continue to be paid his/her regular salary bi-weekly, and any overtime pay will be reconciled and paid at the end of: the four (4) week cycle, the eight (8) week cycle, the twelve (12) week cycle, or the sixteen (16) week cycle.
-

7. Upon mutual agreement between the Section Manager and employee, any overtime worked may be banked and scheduled as time off in lieu of overtime payment at a mutually agreeable time.
8. Where this Letter of Understanding is silent or there is a dispute about its application, the parties will meet to attempt to resolve the dispute. Failing resolution, the terms of the collective agreement will apply.
9. The department may end the application of this Letter of Understanding to an individual employee in the designated classifications by providing thirty (30) days written notice to the affected employee.
10. Either party may terminate the provisions of this Letter of Understanding by providing thirty (30) days written notice to the other.
11. Work arrangements implemented under this Letter of Understanding constitute an approved flexible work schedule for the purposes of Section 38 of the Employment Standards Act.

Upon expiration, this Letter of Understanding will be null and void and cease to have any effect in the absence of express mutual agreement between the parties in writing to extend its effect.

SIGNED ON BEHALF OF THE CITY:

SIGNED ON BEHALF OF THE UNION:

"Kathy de Graaf"

"Jeannie Kilby"

"Owen Croy"

"Tom Wiebe"

DATE

January 10, 2014

January 10, 2014

Formerly LOU #25

LETTER OF UNDERSTANDING #25

- between -
THE CITY OF SURREY
-and-
CUPE LOCAL 402

Re: Qualification Adjustment for Garage Mechanics

The following general conditions apply to the qualification adjustment for garage mechanics:

1. Base salary as per the Collective Agreement would require one certified Trade such as Automotive Heavy Duty – Commercial Transport.
2. Interprovincial and Provincial certifications are equal and count as one trade certification.
3. Automotive exemptions do not apply as a trade certification – as this applies to current employees only and is granted to the City based on our mixed fleet. Employees had been granted the opportunity to challenge the automotive test, and were granted exemptions based on fact that they failed the automotive test – but were working in mixed fleet. The exemption does not qualify the holder to operate as an automotive mechanic outside of the City of Surrey.
4. Changes to hourly rate will require that the employee provide copies of the appropriate certification for his/her employment file.
5. Technology changes will result in further specialized certifications in the future. The City will review these changes and determine if the skill set is required. Following acceptance, the City will meet with the employees and assign a value for compensation.
6. The hourly rate structure as outlined is applicable to garage employees only, and all certifications would be attainable by the individual employees who have the basic primary certification as required by the B.C. Apprenticeship Board, that allows them to qualify for and challenge the other trades.
7. The qualification requirements for other trade certification challenges are governed and are under the direction of the B.C. Apprenticeship Board. The City of Surrey has no control nor can the City specify any criteria and/or prerequisite requirements prior to trade certification being challenged.
8. Where possible, the City will provide and/or make available the information and possible locations plus costs associated with the courses/refreshers and certification challenges.
9. Employees wishing to enroll in refresher or upgrade courses that result in certification and salary advancement will be responsible for their own enrollment and costs associated with said courses and will not be reimbursed by the City.
10. The City will endeavor to accommodate employee requests for time allowed to attend night school courses, particularly afternoon shift employees requiring shift changes.
11. The City will not pay employees for time taken to attend courses that are considered to be for certification and salary advancement.
12. The City will continue to provide dealer and factory training courses that are applicable to the equipment type operated by the City, and said courses have no bearing on certification requirements of the B.C. Apprenticeship Board.
13. The City will endeavor to keep current with changes to Provincial Government legislation regarding trades certification and changes to same, and advise employees of the changes that could affect employees with regards to certification and salary advancement.
14. The City employs Tradesperson 3 - machinists and millwrights who would have the opportunity to upgrade and challenge secondary trades.

Machinists would be able to challenge the following:

Millwright	0.75 cents per hour
Welding	0.75 cents per hour

Pipefitter 0.75 cents per hour
Millwrights would be able to challenge the following:

Machinist 0.75 cents per hour
Welding 0.75 cents per hour
Pipefitter 0.75 cents per hour

The Additional Qualification Adjustment categories and corresponding amounts are in Appendix A and as follows:

Commencing in 2006:

Propane	\$0.50 per hour	\$40.00 per pay period
Natural Gas	\$0.50 per hour	\$40.00 per pay period
HVAC Air Conditioning	\$0.60 per hour	\$48.00 per pay period
CVIP Air Brake	\$0.50 per hour	\$40.00 per pay period
H.D. Mechanic	\$1.00 per hour	\$80.00 per pay period
Auto Mechanic	\$1.00 per hour	\$80.00 per pay period
Commercial Transport	\$1.00 per hour	\$80.00 per pay period
Auto Electrical	\$0.75 per hour	\$60.00 per pay period

Commencing in 2007:

A.B.S. Braking Systems	\$0.50 per hour	\$40.00 per pay period
Air Care	\$0.75 per hour	\$60.00 per pay period

Commencing in 2008:

Hydraulics	\$0.50 per hour	\$40.00 per pay period
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The type of salary advancement, based on certification, provides each employee the opportunity to participate in his/her own career advancement and provide the incentive to stay current with technological changes. This should result in the City being able to obtain and retain qualified trades employees.

All other Articles of the Collective Agreement shall apply and continue to be in effect.

For the City:

Caren Inkpen

Caren Inkpen

Gerry McKinnon

Gerry McKinnon

"February 4, 2008"

Date

For the Union:

Laurie Larsen

Laurie Larsen

Jean Kilby

Jean Kilby

"February 4, 2008"

Date

Agreed on October 6, 2015.

LETTER OF UNDERSTANDING #28

-between-
THE CITY OF SURREY
-and-
CUPE, LOCAL 402

Re: Shift Schedule – Animal Control Officers – By-Laws and Licensing Division

PREAMBLE:

In an effort to improve service to the public, provide seven day week coverage and to promote a more cost effective service, the provisions of the Collective Agreement will be specifically varied under Article 9, without prejudice and without precedent to the rights of either party as follows:

1. **Application**

This agreement applies to regular full-time staff employed in the classification of Animal Control Officer.

2. **Shift Schedule**

The Animal Control Officers will work a non-standard shift schedule, known as “four-on, four-off”, covering a 7 day per week operation.

The Length of a shift shall be 10 hours worked, plus a thirty (30) minute unpaid lunch break, for a total of 10.5 hours. There will also be two (2) ten (10) minute paid rest periods within each shift.

The hours of work on the non-standard work week shall be as follows, or as modified from time to time by management:

- | | | |
|-----|-------------------------|--|
| (a) | Day Shift | 7:30 am to 6:00 pm (year-round) |
| (b) | Afternoon/Evening Shift | 9:00 am to 7:30 pm (winter)
9:30 am to 8:00 pm (summer) |

*NOTE: Summer schedule in effect each year from May 1 until September 30.

3. **Overtime**

Employees shall be paid overtime for hours worked in excess of 10 hours per day. Overtime will be paid at rates in accordance with the overtime provision in Article 8.6(b) of the Collective Agreement.

4. **Shift Differential**

Shift differential (Article 9.7 of the Collective Agreement), shall be paid for the actual hours worked on the evening shift, that is only hours worked after 6 p.m.

5. Sunday Premium

Employees shall not receive Sunday premium pay (Article 8, Section 8 of the Collective Agreement).

6. Statutory Holidays

Regular full-time employees scheduled to work on a statutory holiday (with the exception of Christmas Day) shall be paid in accordance with the provisions of Article 8.6 (b) of the Collective Agreement for the actual hours worked. Regular full-time employees who are not scheduled to work on the statutory holiday will receive pay for the statutory holiday in accordance with the Collective Agreement (7 hours).

Regular full-time employees who would normally be scheduled to work on Christmas Day shall receive time off with pay in accordance with the Collective Agreement (7 hours).

7. Term of Agreement

Upon expiration of the current Collective Agreement this Letter of Understanding shall be null and void and cease to have any effect in the absence of express mutual agreement between the Parties to extend its effect.

Either party may terminate the provisions of this Letter of Understanding by providing thirty (30) days written notice to the other party.

Where this Letter of Understanding is silent or there is a dispute about its application, the Parties will meet to attempt to resolve the dispute. Failing resolution, the terms of the Collective Agreement will apply.

Work arrangements implemented under this Letter of Understanding constitute an approved flexible work schedule for the purposes of Section 38 of the Employment Standards Act.

Signed this 14 day of May, 2015.

SIGNED ON BEHALF OF THE CITY:

SIGNED ON BEHALF OF THE UNION:

“Joey Brar”

“Jeannie Kilby”

DATE:

May 14, 2015

DATE:

May 14, 2015

LETTER OF UNDERSTANDING #32

- -between-
THE CITY OF SURREY
-and-
CUPE, LOCAL 402

Re: Shift Schedule – Clerk 3 (Inventory Clerk) – RCMP Support Services

PREAMBLE:

In an effort to provide 20.5 hour day and seven day week coverage to the operation of Clerk 3 (Inventory Clerk), the provisions of the Collective Agreement will be varied under Article 9, section 7, without prejudice and without precedent to the rights of either party as follows.

1. **Application**

This agreement applies to all regular **and auxiliary** staff in the classification of Clerk 3 (Inventory Clerk).

2. **Shift Schedule**

The Clerk 3 – Inventory Clerks will work a non-standard shift schedule (detailed schedule attached), covering a 7 day per week operation. Employees will work an eleven hour (11) hour shift, inclusive of a sixty minute (60 minute) unpaid lunch break and two ten (10) minute paid rest periods.

3. **Overtime**

Overtime will be paid for hours worked beyond the eleven hour (11) shift per day or seventy hours biweekly (70.0). Overtime will be paid in accordance with article 8.6 (b) of the collective agreement.

4. **Shift Differential**

Shift differential (Article 9, Section 7 of the Collective Agreement), shall be paid for the actual hours worked on the afternoon shift.

5. **Sunday Premium**

Employees shall not receive Sunday premium pay (Article 8, Section 8 of the Collective Agreement).

6. **Statutory Holidays**

Regular full-time employees scheduled to work on a statutory holiday will be paid in accordance with the provisions of Article 8.6 (b) of the Collective Agreement for the actual hours worked. Regular full-time employees who are not scheduled to work on the

statutory holiday will receive pay for the statutory holiday in accordance with the Collective Agreement (7.0 hours).

7. Term of Agreement

Upon expiration, on December 31, 2015, this letter of Understanding will be null and void and cease to have any effect in the absence of express mutual agreement between the parties in writing to extend its effect.

Either party may terminate the provisions of the Letter of Understanding as a whole or by a functional area as outlined above by providing thirty (30) days written notice to the other party.

Where this Letter of Understanding is silent or there is a dispute about its application, the parties will meet to attempt to resolve the dispute. Failing resolution, the terms of the Collective Agreement will apply.

All other Articles of the Collective Agreement shall apply and continue to be in effect.

SIGNED ON BEHALF OF THE CITY:

Shiri Narayan

Anita Sanghera

DATE:

March 16, 2011

SIGNED ON BEHALF OF THE UNION:

Robin MacNair

March 16, 2011

LETTER OF UNDERSTANDING # 40

- -between-
THE CITY OF SURREY
-and-
CUPE, LOCAL 402

Re: Shift Schedule – Clerk 3 (Operations Clerk) – RCMP Support Services

PREAMBLE:

In an effort to provide 16.5 hour day and seven day week coverage to the operation of Clerk 3 (Operations Clerk), the provisions of the Collective Agreement will be varied under Article 9, section 7, without prejudice and without precedent to the rights of either party as follows.

1. **Application**

This agreement applies to all staff employed in the classification of Clerk 3 (Operations Clerk).

2. **Shift Schedule**

The Clerk 3 – Operations Clerks will work a non-standard shift schedule (detailed schedule attached), covering a 7 day per week operation. Employees will work an eleven hour (11) hour shift, inclusive of a sixty minute (60 minute) unpaid lunch break and two ten (10) minute paid rest periods.

3. **Overtime**

Overtime will be paid for hours worked beyond the eleven hour (11) shift per day or seventy hours biweekly (70.0). Overtime will be paid in accordance with article 8.6 (b) of the collective agreement.

4. **Shift Differential**

Shift differential (Article 9, Section 7 of the Collective Agreement), shall be paid for the actual hours worked on the afternoon shift.

5. **Sunday Premium**

Employees shall not receive Sunday premium pay (Article 8, Section 8 of the Collective Agreement).

6. **Statutory Holidays**

Regular full-time employees scheduled to work on a statutory holiday will be paid in accordance with the provisions of Article 8.6 (b) of the Collective Agreement for the actual hours worked. Regular full-time employees who are not scheduled to work on the

statutory holiday will receive pay for the statutory holiday in accordance with the Collective Agreement (7.0 hours).

7. Term of Agreement

Upon expiration, on December 31, 2015, this letter of Understanding will be null and void and cease to have any effect in the absence of express mutual agreement between the parties in writing to extend its effect.

Either party may terminate the provisions of the Letter of Understanding as a whole or by a functional area as outlined above by providing thirty (30) days written notice to the other party.

Where this Letter of Understanding is silent or there is a dispute about its application, the parties will meet to attempt to resolve the dispute. Failing resolution, the terms of the Collective Agreement will apply.

All other Articles of the Collective Agreement shall apply and continue to be in effect.

Signed this _____ day of _____, 2015

SIGNED ON BEHALF OF THE CITY:

SIGNED ON BEHALF OF THE UNION:

DATE

LETTER OF UNDERSTANDING #41

-between-

THE CITY OF SURREY

-and-

CUPE, LOCAL 402

Re: Compensation Plan for Employees in the Building Technician Mentorship Program

The Parties agree to establish a compensation plan for employees selected to the Building Technician Mentorship Program (hereafter referred to as "Program"). The Parties agree that this Letter of Understanding is on a Without Prejudice and Without Precedent basis.

Definitions:

Building Technician Mentorship Program: An 18-month program in the Planning and Development Department that allows an employee that is not fully qualified to obtain a Fourth Class Power Engineer Certificate and learn the duties of the Building Technician classification through a mentoring relationship with an experienced and qualified Building Technician.

General:

The parties agree that the following conditions apply to employees selected to the Program:

1. This Program is for employees in a Tradesperson 2 classification to gain experience and education to become qualified as a Building Technician. Fully qualified employees will not be eligible to be selected into the Program.
2. Enrolled employees that are deemed unsuccessful to continue in the Program will return to the position they occupied prior to being selected into the Program.
3. Employees that complete the Program will be considered for any Building Technician vacancies within the Planning and Development Department that are available at the time of completion. If there are no vacancies at the time of completion the employee will return to the position they occupied prior to being selected into the Program and will be considered for future Building Technician vacancies.
4. Time spent enrolled in the Program will count towards salary progression in the Regular position the employee occupied prior to enrollment in the Program.

Compensation Table

Progression Terms	% of rate to Job Classification
Start of program	Current rate supplemented by 80% of difference between Tradesperson 2 and Building Technician rate.
Completion of 1st quarter	Current rate supplemented by 85% of difference

	between Tradesperson 2 and Building Technician rate.
Completion of 2nd quarter	Current rate supplemented by 90% of difference between Tradesperson 2 and Building Technician rate.
Completion of 3rd quarter	Current rate supplemented by 95% of difference between Tradesperson 2 and Building Technician rate.

5. Where this Letter of Understanding is silent or there is a dispute about its application, the Parties will meet to attempt to resolve the dispute. Failing resolution, the terms of the collective agreement will apply.
6. This Letter of Understanding shall remain in force until the end of the current collective agreement.

SIGNED ON BEHALF OF THE CITY:

"Jean Lamontagne"

"Joey Brar"

DATE:

March 12, 2015

SIGNED ON BEHALF OF THE UNION:

"Jeannie Kilby"

DATE:

March 12, 2015

LETTER OF UNDERSTANDING #42

-between-

THE CITY OF SURREY

-and-

CUPE, LOCAL 402

RE: Shift Schedule – Community Patrol Officers

The Parties have entered into this Letter of Understanding to establish work practices and scheduling for Community Patrol Officers in the Bylaw Enforcement and Licensing Services Division. In an effort to provide enhanced service to our residents, and to provide seven day per week coverage, the provisions of the Collective Agreement will be specifically varied without prejudice and without precedent to the rights of either party as follows:

14. This agreement applies to employees in the Community Patrol Officer job classification.
15. The length of a regular shift shall be 10 hours worked, plus a thirty (30) minute unpaid lunch break and two paid ten (10) minute rest periods, for a total of 10.5 hours.
16. Community Patrol Officers will work a shift schedule, known as “four-on, four-off” covering a 7 day per week operation.
17. Employees may be regularly scheduled between the hours of 6:30 a.m. and 11:00 p.m. The City will provide a minimum of 72 hours’ notice of any change of regular work schedule.
18. Overtime will be paid for hours worked beyond 10 hours per day, at rates provided in accordance with the overtime provisions in Article 8.6 of the Collective Agreement.
19. Shift differential (Article 9, Section 7 of the collective agreement) shall only be paid for the actual hours worked on the evening shift, that is, hours worked after 6:00 p.m.
20. Employees shall not receive Sunday premium pay (Article 8.8 of the Collective Agreement).
21. All benefits entitlements expressed in days in the Collective Agreement (including vacation, sick leave and general holidays) are understood to be the hours equivalent to a standard working day (7 hours) and will be scheduled and used in hours, based on the actual length of the work day (10 hours), with the exception of general holidays (see below).

Regular Full-Time employees scheduled to work on a general holiday shall be paid in accordance with the provisions of Article 8.6 (b) of the Collective Agreement for actual hours worked. Regular Full-Time employees who are not scheduled to work on the statutory holiday will receive pay for the statutory holiday in accordance with the Collective Agreement (7 hours).

22. Upon expiration of the collective agreement, this Letter of Understanding will be null and void and cease to have any effect in the absence of express mutual agreement between the parties in writing to extend its effect.

23. Where this Letter of Understanding is silent or there is a dispute about its application, the parties will meet to resolve the dispute. Failing resolution, the terms of the Collective Agreement will apply.

24. Work arrangements implemented under this Letter of Understanding constitute an approved flexible work schedule for the purposes of Section 37 of the Employment Standards Act.

SIGNED ON BEHALF OF THE CITY:

SIGNED ON BEHALF OF THE UNION:

To be signed

To be signed

DATE:

DATE:

Formerly LOU # 47

LETTER OF UNDERSTANDING # 43

-between-
THE CITY OF SURREY
-and-
CUPE, LOCAL 402

Re: Compensation Plan for Employees in Plan Checker Mentorship Programs

The parties agree to establish a compensation plan for employees enrolled in Plan Checker Mentorship Programs (hereafter referred to as "Program").

The parties agree this letter of understanding is on a without prejudice and without precedent basis.

Definitions:

Plan Checker Mentorship Program: A one year program in the Planning Department that allows an employee that is not fully qualified to learn the duties of the Plan Checker 1, 2, 3 or 4 classifications through a mentoring relationship with an experienced Plan Checker and/or a Manager.

General:

The parties agree that the following conditions shall apply to employees enrolled in the Program:

1. Fully qualified employees that are expected to perform the full scope of the Plan Checker 1, 2, 3, or 4 classifications will not be included in the Program.
2. Enrolled employees that are deemed unsuccessful to continue in the Program will return to the position they occupied prior to enrollment in the Program.
3. Employees that complete the Program will be considered for any Plan Checker vacancies that they are qualified for and that are available at the time of completion. If there are no vacancies at the time of completion the employee will return to the position they occupied prior to enrollment in the program and will be considered for future Plan Checker vacancies.
4. Time spent enrolled in the Program will count towards salary progression in the position the employee occupied prior to enrollment in the Program.
5. Compensation Table

Progression Terms	% of rate to Job Classification
Start of program	80% of rate (either PC1, 2, 3 or 4)
Completion of 1 st quarter	85% of rate (either PC1, 2, 3 or 4)
Completion of 2 nd quarter	90% of rate (either PC1, 2, 3 or 4)
Completion of 3 rd quarter	95% of rate (either PC1, 2, 3 or 4)

6. Employees that are at currently at a wage rate that is higher than the appropriate step as per the above compensation table will remain at their current rate of pay and move through the compensation scale as they progress through the mentorship program.

7. Where this Letter of Understanding is silent or there is a dispute about its application, the parties will meet to attempt to resolve the dispute. Failing resolution, the terms of the collective agreement will apply.

8. This Letter of Understanding shall continue in force until either party serves 30 days written notice to cancel it.

SIGNED ON BEHALF OF THE CITY:

SIGNED ON BEHALF OF THE UNION:

"Nicola Webb"

"Jeannie Kilby"

DATE:

October 31, 2015

DATE:

October 31, 2015

LETTER OF UNDERSTANDING # 44

-between-

THE CITY OF SURREY

-and-

CUPE, LOCAL 402

Re: Self-Directed Hours of Work – RCMP Support Services

For the term of this Collective Agreement, the parties agree that for the employees in the Security Screening Section of RCMP Support Services, for the classification of employees designated below to implement a voluntary self-directed work hours plan based on the following criteria and guidelines:

1. Classifications
Security Clearance Specialists
Breath Test Analysis Technician
2. The criteria for the use of the self-directed hours will be discussed and jointly agreed upon between the employee and the management supervisor prior to commencement. Ongoing revisions will be discussed and jointly agreed to prior to implementation.
3. The employee may work up to twelve (12) hours a day without receiving payment for overtime. Overtime will be paid for hours worked in excess of 70 hours each pay period.
4. Where this Letter of Understanding is silent or there is a dispute about its application, the parties will meet to attempt to resolve the dispute. Failing resolution, the terms of the Collective Agreement will apply.
5. Either party may terminate the provisions of this Letter of Understanding by providing thirty (30) days written notice to the other.
6. Work arrangements implemented under this Letter of Understanding constitute an approved flexible work schedule for the purpose of Section 38 of the Employment Standards Act.
7. Upon expiration, this letter of Understanding will be null and void and cease to have any effect in the absence of express mutual agreement between the parties in writing to extend its effect.

All other Articles of the Collective Agreement shall apply and continue to be in effect.

Signed this 18 day of June, 2013

SIGNED ON BEHALF OF THE CITY:

"Johan Brand"

"Anita Sanghera"

DATE:

June 18, 2013

SIGNED ON BEHALF OF THE UNION:

"Jeannie Kilby"

DATE:

June 18, 2013

LETTER OF UNDERSTANDING #45

-between-
THE CITY OF SURREY
-and-
CUPE, LOCAL 402

RE: Surrey Animal Resource Centre (SARC)

CUPE, Local 402 approached the City of Surrey to determine the viability of the SARC being staffed by unionized City staff. With the goals of optimizing customer service, ensuring operational efficiencies, and providing excellent animal care, the parties have agreed to enter into the following agreement.

The provisions of the Collective Agreement between the parties will be specifically varied without prejudice and without precedent to the rights of either party as follows.

The fundamental operational model for the SRAC is based on a small core group of Regular employees, supplemented as determined by the City by Auxiliary staff and Volunteers. Both Auxiliary staff and Volunteers will play a key role in ensuring SARC goal achievement.

25. **Application**

This agreement applies to Regular Full-Time employees at the SARC except where additionally specified.

26. **Shift Schedules**

Scheduled days of work will vary by position, and shall cover a 7 days per week operation.

Regular Full-Time work schedules will consist of five (5) consecutive days of work.

The City will provide a minimum of one (1) weeks' notice of any change of Regular work schedule.

Employees will work an eight (8) hour shift, inclusive of a one (1) hour unpaid lunch break and 2 ten (10) minute paid rest periods.

Employees may be regularly scheduled between the hours of 7 a.m. and 9 p.m.

3. **Wage Rates**

Regular Employees

For the initial start-up of the SARC operations, the City will hire six (6) Regular employees. For the first 1820 hours of employment, these employees shall be paid as follows (based on 2015 rates):

- Animal Health Technician (PG 17) \$21.68/hour
-

- Animal Welfare Attendant (PG 15) \$20.97/hour
- Community Outreach Assistant (PG 15) \$20.97/hour
- Animal Shelter Attendant (PG 10) \$18.62/hour
- Assistant Animal Shelter Attendant (PG 8) \$18.25/hour

If a Regular employee, hired under this provision does not complete his/her probationary period the City will be permitted to hire the replacement employee under the same wage as outlined above.

Upon completion of 1820 hours, these employees shall move to step 1 of their respective job class specification pay grade. Step progression will occur as per the Collective Agreement after step 1.

This wage arrangement is not intended to apply to the future hiring of Regular employees that results from growth (the addition of new roles) or the longer term (post probation) replacement of the staff initially hired into the SARC.

Auxiliary and Term Employees

All Auxiliary employees hired to work at the SARC within the first 6 months of operation, shall be paid in accordance with the rates set out for the initial start-up as noted above for the first 910 hours of employment.

Upon completion of 910 hours, these employees shall move to step 1 of their respective job class specification pay grade. Step progression will occur as per the Collective Agreement after step 1.

This wage arrangement is not intended to apply to the future hiring of auxiliary and term employees.

4. Overtime

Overtime will be paid for hours worked beyond 7 hours per day, at rates provided in accordance with the overtime provisions in Article 8.6 of the Collective Agreement.

5. Shift Differential

Shift differential shall only be paid only for the actual hours worked before 7 a.m. or after 6 p.m.

6. Sunday Premium

Employees shall not receive Sunday premium pay (Article 8.8 of the Collective Agreement).

7. Statutory Holidays

Regular Full-Time employees scheduled to work on a statutory holiday shall be paid in accordance with the provisions of Article 8.6 (b) of the Collective Agreement for actual hours worked. Regular employees who are not scheduled to work on the statutory holiday will receive pay for the statutory holiday in accordance with the Collective Agreement (7 hours).

8. Volunteers

The Parties understand that in order to support the interests of the community and to optimize operations, the City will utilize volunteers as required at the SARC.

9. Other Provisions

Where this Letter of Understanding is silent or there is a dispute about its application, the parties will meet to resolve the dispute. Failing resolution, the terms of the Collective Agreement will apply.

Work arrangements implemented under this Letter of Understanding constitute an approved flexible work schedule for the purposes of Section 37 of the Employment Standards Act.

Nothing in this letter limits the City's rights under Letter of Understanding #2.

SIGNED ON BEHALF OF THE CITY:

"Joey Brar"

DATE:

October 9, 2015

SIGNED ON BEHALF OF THE UNION:

"Jeannie Kilby"

"Darcy McPartlin"

DATE:

October 9, 2015

APPENDIX D

OTHER LETTERS EXTERNAL TO COLLECTIVE AGREEMENT

1. Expansion of Bargaining Unit/Auxiliary Conversions
2. Discussions Specific to the Community Recreation Services (CRS) Division of the Parks, Recreation and Culture Department.
3. Posting Term Vacancies
4. One (1) Month Extension of Retiree Benefits
5. Staff Parking Fees

October 25, 2016

Ms. Jeannie Kilby
President, CUPE Local 402
#251 -- 12899 76th Ave
Surrey BC

Re: Expansion of the Bargaining Unit/ Auxiliary Conversions

Dear Ms. Kilby:

The purpose of this letter is to confirm the discussions concluded during 2015/2016 Collective Bargaining with respect to the expansion of the bargaining unit. In exchange for the parties achieving a collective bargaining agreement, the Parties have agreed to the following:

New Work - Surrey Animal Resource Centre (SARC)

Shortly prior to the commencement of this round of bargaining, the Union approached the City of Surrey to determine the viability of the SARC being staffed by unionized City staff. With the goals of optimizing customer service, ensuring operational efficiencies, and providing excellent animal care, the Parties entered into Letter of Understanding #45.

As a result of this agreement, for the initial start up of SARC operations, the City will hire six (6) Regular Full-Time positions and three (3) Auxiliary positions.

These positions will be posted internally and staff will be able to apply on them.

New Work - Community Patrols

Shortly prior to the commencement of this round of bargaining, the Union approached the City of Surrey to determine the viability of community patrol work being done by unionized City staff. With the goals of optimizing service to the community and ensuring operational efficiencies, the Parties entered into Letter of Understanding #47.

As a result of this agreement, the City will hire four (4) Community Patrol Officers (Project) within the Bylaw Enforcement and Licensing Division on a Term basis to perform community patrols within Newton.

If this staffing model is deemed to be successful, the City will consider expanding it to other areas of the City which may result in additional Unionized positions.

These positions will be posted internally and staff will be able to apply on them.

Additional Bargaining Unit Positions

A minimum of thirty-eight (38) additional new, regular full time or regular part time roles will be added to the CUPE, Local 402 Bargaining Unit in 2016/2017. This will be in addition to the SARC and Community Patrol positions. These positions will be posted internally and staff will be able to apply on them.

Conversions to Regular from Auxiliary Status

The City will convert sixteen (16) Auxiliary employees to Regular status as follows:

Community Recreation Services (11 Regular Part-Time)
Planning & Development (2 Regular Full-Time)
Parks (2 Regular Full-Time)
Engineering (1 Regular Full-Time)

In addition, the City will convert one (1) position in Parks from Regular Part-Time to Regular Full-Time status.

Except when otherwise mutually agreed to by the Parties, auxiliary positions converted to regular positions will be filled by the job posting procedures as described in the Collective Agreement. Regular part time roles converted to regular full time roles will be filled by the incumbent.

Auxiliary Staffing Meetings

Subsequent to ratification, the parties agree to meet on a minimum of a six month basis to review the work hours of auxiliary employees. These review meetings will be based upon the methodologies identified by the parties in the 2012 round of Collective Bargaining (i.e. identifying roles where incumbents have performed auxiliary work for the City in excess of the hours stated in the Collective Agreement for a significant, continuous period of time). The parties may identify opportunities for auxiliary conversions based on business demands and staff preference. The decision to convert or add a regular staff position remains with the City and in compliance with the Collective Agreement. The first meeting on auxiliary staffing will be held 6 months from ratification of this Collective Agreement.

Nothing in this letter or in the bargaining discussions is intended to limit the contracting out and staffing provisions enshrined in the Collective Agreement and by practice.

Nicola Webb
General Manager, Human Resources

Cc: Joey Brar
Senior Manager, Human Resources

October 25, 2016

Ms. Jeannie Kilby
President, CUPE Local 402
#251 -- 12899 76th Ave
Surrey BC

Re: Discussions Specific to the Community Recreation Services (CRS) Division of the Parks, Recreation and Culture Department

Dear Ms. Kilby:

The purpose of this letter is to confirm the discussions concluded during the 2015 round of collective bargaining with respect to the below Union proposals. In exchange for the parties achieving a Collective Bargaining Agreement, the Parties have agreed to the following:

1) Increase in Requests for Leave (RFL's) in Aquatics (for the life of this Collective Agreement)

Auxiliary Lifeguards will be provided with two (2) additional authorized RFL's per year (three (3) in total). This notwithstanding, the City maintains its right to manage employee leaves as it deems necessary. January 1, 2017 implementation.

2) Decrease in Lifeguard/Instructor 1 Hours for Step Progression-

The requirement for Lifeguard/Instructor 1's to progress to Step 2 of the Lifeguard/Instructor job class specification shall be decreased from 2080 hours to 1040 hours. February 1, 2017 implementation.

'Aquatics Changes 2014' Letter of Agreement:

Advancement to Step 2

Employees in the Lifeguard/Instructor 1 job class specification shall move to Step 2 of the Lifeguard/Instructor job class specification upon accumulating ~~2080~~ 1040 hours of experience within the Lifeguard/Instructor 1 job class specification.

3) Expansion of Surrey Sports and Leisure Centre Trial (SSLC)

The parties have a mutual desire to stabilize employment with aquatics staff. In support of this objective, in the last round of bargaining, the City entered into a Trial at Surrey Sports and Leisure Centre (SSLC) which resulted in the conversion/addition of 2 Head Guard (Regular Full-Time) and 3 Lifeguard (Regular Part-Time) positions. The objective of the Trial was to achieve a more stable work force that would benefit customer service, increase operational efficiencies, enhance safety, and build employee satisfaction/capacity. The Trial was deemed to be successful and has been implemented on a continuous basis at SSLC.

The parties agreed that if the Trial were successful, the City would consider expanding it to other City aquatics facilities.

Since the last round of bargaining, the City has implemented similar staffing provisions at its other aquatics facilities. As a result of the successful SSLC Trial, all aquatic facilities now have Regular Full-

Time or Regular Part-Time, Head Guard positions and Guildford, Grandview Heights and SSLC have Regular Part-Time Lifeguards.

In future, the City will look to continue the expansion of its Regular aquatics workforce in ways that will benefit customer service, increase operational efficiencies, enhance safety, and build employee satisfaction/ capacity. This will also largely depend on budget considerations.

Nothing in this letter or in the bargaining discussions is intended to limit the contracting out and staffing provisions enshrined in the Collective Agreement and by practice.

Yours Truly,

Nicola Webb
General Manager, Human Resources

Cc: Joey Brar
Senior Manager, Human Resources

October 25, 2016

Ms. Jeannie Kilby
President, CUPE Local 402
#251 -- 12899 76th Ave
Surrey BC

Re: Posting Term Vacancies

Without Prejudice or Precedent

Dear Ms. Kilby:

In this round of bargaining, CUPE proposed that temporary vacancies due to maternity leave, extended sick leave, or lengthy leaves of absence that extend beyond 3 calendar months, should be posted.

The City and CUPE share a general belief that job opportunities should be made broadly available to staff and with due regard to the provisions in the collective agreement. Posting jobs promotes a culture of fairness, transparency and inclusion within the workforce.

When the City is willing, and it is practical to do so, the City will continue to post Term vacancies. There will be times when managers choose to handle these vacancies in alternate ways and posting will not be an option.

Thank You,

Nicola Webb
General Manager, Human Resources

Cc: Joey Brar
Senior Manager, Human Resources

October 25, 2016

Ms. Jeannie Kilby
President, CUPE Local 402
#251 -- 12899 76th Ave
Surrey BC

Re: One (1) Month Extension of Retiree Benefits

Without Prejudice or Precedent

Dear Ms. Kilby:

In this round of bargaining, the Union proposed that retirees have their Extended Health Care and Dental coverage extended for 30 days past their retirement date at the City's cost.

The City is in agreement and for the life of the current Collective Agreement will continue to ensure that Extended Health Care and Dental coverage is extended for 30 days past the date of retirement.

Please note that the benefits carrier (currently Manulife) must receive any outstanding Extended Health Care or Dental claims within 90 days from the retirement date in order for an employee to receive payment.

Thank You,

Nicola Webb
General Manager, Human Resources

Cc: Joey Brar
Senior Manager, Human Resources

October 25, 2016
Ms. Jeannie Kilby
President, CUPE Local 402
#251 – 12899 76th Ave
Surrey, BC

Re: Staff Parking Fees

Without precedent or prejudice

Dear Ms. Kilby:

Employees are responsible for their transportation to and from the workplace. The City provides a variety of programs and initiatives to encourage employees to participate in sustainable transportation options.

At various City work sites, based on the parking standards in the surrounding geographic areas, employees who opt to parking at the City facility are charged for staff parking at the appropriate market rate. The City work sites that require paid staff parking will change over time.

While the City of Surrey did negotiate with CUPE 402 on the initial establishment of paid staff parking, the concessions it made at that time were linked to 3 core principles:

- The City will not bargain changes made to its staff parking protocols, parking rates, City work sites requiring paid parking, etc.
- The City will determine when paid parking is required, and set staff parking rates (as appropriate to the market over time). It will discuss such changes in advance with the Union for comment; and
- Staff who park at a City facility that charges for parking, will be required to pay the full market cost of the parking.

The City has recently reviewed the appropriateness of its parking fee structure to market. As a result of this review, no changes will be made to the parking fee structure for the years 2016, 2017 and 2018. If the parking fee structure is required to be increased before 2018, the City will treat any increase in the parking fee structure as a taxable benefit for the employee. The employee will not be required to pay the higher rate before December 31, 2018, but will be charged a taxable benefit for the difference between the employee paid rate and the market rate.

Yours Truly,

Nicola Webb
GM, HR

October 25, 2016
Ms. Jeannie Kilby
President, CUPE Local 402
#251 – 12899 76th Ave
Surrey, BC

Re: Foreman and Chargehand – Civic Facilities

Dear Ms. Kilby:

The Parties agree to meet to discuss the pay rates for Foreman and Chargehand in the Civic Facilities Division.

Sincerely,

Joey Brar
Senior Manager, Human Resources

