



2012 - 2015

COLLECTIVE AGREEMENT

BETWEEN

CITY OF SURREY

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES,
SURREY, BC, LOCAL NO. 402**

TABLE OF CONTENTS

	PREAMBLE	1
ARTICLE 1	BARGAINING AGENCY	2
ARTICLE 2	EMPLOYER'S RIGHTS.....	5
ARTICLE 3	UNION SECURITY.....	6
ARTICLE 4	ADJUSTMENT OF GRIEVANCES.....	7
ARTICLE 5	VACATIONS AND GENERAL HOLIDAYS	10
	5.1 General Holidays	10
	5.3 Annual Vacations	11
ARTICLE 6	EMPLOYEE'S BENEFITS.....	12
	6.1 Group Life Insurance	12
	6.2 Medical Plan.....	13
	6.3 Dental Plan.....	13
	6.4 Sick Leave.....	13
	6.5 Jury or Court Witness Duty Leave	15
	6.6 Extended Health Benefit Plan	15
	Optical Benefit.....	15
	6.7 Retirement/Severance Allowance.....	15
	6.8 Pregnancy/Parental Leave.....	16
	6.9 Long Term Disability	17
ARTICLE 7	WORKING CONDITIONS	18
	7.1 Rest Periods.....	18
	7.2 Employee Responsibility.....	18
	7.3 Picket Line Protection	18
	7.4 Absences Without Leave	18
	7.5 Changes in Working Conditions and Classifications	19
	Leave of Absence for Union Functions	19
	Leave of Absence for Full-Time Union Duties	19
	Leave of Absence for Public Office.....	20
	7.6 Job Postings.....	20
	7.7 Payment of Salary Increments.....	21
	7.8 Special Service Pay	21
	7.9 General Leave of Absence	21
	7.10 Bereavement Leave.....	21
	7.11 Job Class Specifications	21
	7.12 Provisions Regarding Municipal Employee's Car & Mileage Allowance.....	22
	7.13 Education Allowance.....	22
	Professional Fees & Licenses.....	22
ARTICLE 8	WAGES AND SALARIES	22
	8.2 Temporary Appointments - Inside.....	23
	8.3 Temporary Appointments – Outside	23
	8.4 Temporary Appointments Outside Bargaining Unit	24
	8.5 Job Security	24
	8.6 Overtime Definition	24
	Overtime Rate.....	24
	Calculation of Overtime – Inside Employees	25
	Time Off in Lieu of Overtime Payment.....	25

	Call Out	25
8.7	Stand-By Pay	26
8.8	Sunday Work Premium	26
ARTICLE 9	HOURS OF WORK	26
9.1	Inside Employees	26
9.2	Provisions Re: Radio Operators	27
9.3	Outside Employees	28
9.4	Provisions Re: Patrol	28
9.5	Reporting for Work	29
9.7	Shift Differential	29
9.8	Minimum Shift Guarantee	30
ARTICLE 10	SENIORITY	30
10.1	Probationary Period & Seniority	30
10.2	Promotions	30
10.3	Demotions Due to Layoff	31
10.4	Transfers Within the Bargaining Unit	31
	Transfers Outside the Bargaining Unit	31
	Transfers from Full-Time to Regular Part-Time	32
10.5	Lay-off	32
10.6	Recall	33
10.7	Retention of Seniority	33
10.8	Loss of Seniority	34
10.9	Day Shift Preference	34
ARTICLE 11	JOINT OCCUPATIONAL HEALTH & SAFETY COMMITTEE	34
ARTICLE 12	DEFINITIONS	35
ARTICLE 13	SPECIAL PROVISIONS	37
13.1	Parks, Recreation and Culture Department	37
	Auxiliary Aquatic Employees – Seniority Accumulation	37
13.2	Premium Pay	38
	Contact With Raw Sewage & Medical Waste	38
	Work of an Abnormal Nature	38
	Pesticide Application	38
	Occupational First Aid Attendants	38
13.3	Labourer Rate	39
13.4	Provision of Clothing	39
13.5	Insurance	40
13.6	Labour – Management Committee	40
13.7	Clerk/Typist Trainee	40
13.8	Personnel Records	40
13.9	Harassment	40
13.10	Reports of Violation of Law, Statutes or Regulations	41
ARTICLE 14	DURATION OF AGREEMENT	41
SCHEDULE "A"	INSIDE STAFF CLASSIFICATIONS & PAY GRADES	43
SCHEDULE "B"	INSIDE STAFF PAY GRADES	46
	January 1, 2012	46
	January 1, 2013	48
	January 1, 2014	50
	January 1, 2015	52

SCHEDULE "C"	OUTSIDE STAFF CLASSIFICATIONS & PAY RATES	54
	ENGINEERING – R & D, SANITARY SEWER/ CONSTRUCTION, SOLID WASTE, PUMPS & CONTROLS SECTIONS.....	54
	ENGINEERING – FLEET SECTION	55
	ENGINEERING – WATER SECTION.....	56
	ENGINEERING – GARAGE SECTION	57
	CORPORATE FACILITIES	58
	FINANCE - PURCHASING	58
	PARKS	59
	APPRENTICESHIP WAGE RATES	60
SCHEDULE "D"	RECREATION & CULTURE DEPARTMENTS – STAFF	61
	January 1, 2012	61
	January 1, 2013	61
	January 1, 2014	61
	January 1, 2015	64
SCHEDULE "E"	NEW EMPLOYEES SUBJECT TO SIX (6) MONTH.....	66
	PROBATIONARY PERIOD OF EMPLOYMENT	
SCHEDULE "G"	CLOTHING ALLOCATION	68
LETTERS OF UNDERSTANDING.....		70
#1	1978 Negotiations: Meals.....	70
#2	Contracting Out.....	71
#3	Telecommunications Operator 1 & 2 (RCMP Operations Communications Centre).....	72
#4	Skating Instructors	74
#5	Shift Schedule – By-law Enforcement Officers.....	77
#6	10 Hour Shifts - Recreation Facility Maintenance Worker (Iceman).....	79
#7	Self-Directed Hours of Work – Parks, Recreation & Culture	81
#8	Term Employees (Diebolt "B")	83
#9	Project Employees (Diebolt "C")	84
#10	Job Classification Referee/Umpire.....	85
#11	Spare Tractor Backhoe/Excavator Operator	86
#12	Seniority Grandparenting	87
#13	Auxiliary Seniority	88
#14	Minimum Hours of Work For Auxiliary Employees in Community and Leisure Services Division, Parks, Recreation & Culture.....	89
#15	Auxiliary Employment	90
#16	Self Directed Hours of Work – Accounting Services Division.....	92
#17	Self Directed Hours of Work – Engineering Operations	94
#18	Self Directed Hours of Work – Survey Section.....	95
#19	Eleven Hours and 24 minute Shifts – RCMP Cells Section.....	97
#20	Self-Directed Hours of Work – Parks, Recreation & Culture(Outside Workers) ..	99
#21	Job Sharing.....	101
#22	Ten (10) Hour Shifts – RCMP Records Section	107
#23	Shift Schedule – RCMP Victim Services Unit	109
#24	Counsellors & Coordinators -RCMP Community Justice Section	111
#25	Qualification Adjustment for Garage Mechanics	113
#26	Flex Work Hours Plan – Planning & Development	116
#27	Self Directed Hours of Work – Administrative Assistant – Legislative Services	118
#28	Shift Schedule – Animal Control Officers – By-Laws and Licensing Division....	120
#29	Flex Work Hours Plan – Engineering Traffic Operations Section and Development Services Section	122
#30	Compensation Plan for Employees in Building or Plumbing Inspector Mentorship Programs	124
#31	Court Liaison Officer Schedule	126
#32	Shift Schedule – Clerk 3 (Inventory Clerk) – RCMP Support Services	128
#33	Engineering Inspector Mentorship Program	130

#34	Compensation for Co-op and Technical Students	132
#35	Ten (10) Hour Shifts – Outside Operations	134
#36	Auxiliary Seniority – RCMP Support Services	136
#37	Step 1 Hiring	137
#38	New City Hall Staff Parking	138
#39	ECE Staff (Early Childhood Education Lead/Co-Lead; Early Childhood Education Assistant; Early Childhood Education Responsible Adult; Early Childhood Education Facilitator)	141

COLLECTIVE AGREEMENT
2012 - 2015

THIS AGREEMENT entered this **8th day of April 2013**

BETWEEN:

CITY OF SURREY
(Hereinafter called the "City")

PARTY OF THE FIRST PART;

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, SURREY
(CITY) B.C., LOCAL NO. 402
Chartered by the Canadian Union of Public Employees
and affiliated with the Canadian Labour Congress.
(Hereinafter called the "Union")

PARTY OF THE SECOND PART;

PREAMBLE

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

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

ARTICLE 1

BARGAINING AGENCY

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
Assistant City Clerk
Assistant City Solicitor (6)
Business Development Officer (2)
City Clerk
City Manager
City Solicitor
Crime Reduction Strategy Manager
Deputy City Clerk
Deputy City Manager
Executive Assistant to City Manager

FOI Analyst

GM, Investment & Intergovernmental Affairs

Legal Assistant (2)
Legal Assistant (2 RPT)
Legislative Assistant (2)

Manager, Animal Care and Control

Manager, By-Law & Licensing Services
Manager, Economic Development

New Media Manager

Office Assistant
Records Manager
Senior By-law Enforcement Officer (2)

Sustainability Manager

Engineering Department

Administrative Coordinator (3)
Community Energy Manager
Construction Superintendent
Deputy Manager, Engineering Operations
Development Project Coordinator

Development Project Engineer

Development Services Manager
Drainage & Environment Manager
Drainage Planning Manager

Dyking Superintendent

Energy Engineer

Environmental Officer
Fleet & Garage Manager

Fleet and Garage Superintendent

General Manager, Engineering
GIS Coordinator
GIS Manager
Ground Water Supply Coordinator
Inspection Services Manager

Junior Project Surveyor

Land Acquisitions Manager
Manager, Land Development
Manager, Operations
Manager, Realty Services

Manager, Transportation

Manager, Utilities

Operations Utility Engineer

Parking Manager

Project Engineer – Operations

Project Engineer (8)
Project Land Surveyor (3)
Property Manager

Pumps & Controls Manager

Rapid Transit & Strategic Projects Manager

Realty Assets Manager
Roads & Drainage Operations Central Manager
Roads & Drainage Operations North Manager
Roads & Drainage Operations South Manager
Sanitary Sewer Ops & Construction Manager

Senior Engineer

Sewer Engineer

Special Projects Engineer

Superintendent (3)

Support Services Manager

Survey Manager
Traffic Operations Engineer
Traffic Operations Manager

Traffic Signals Manager

Transportation Engineer (4)
Transportation Planning Manager
Utility & Transport Design & Constr Manager
Water Engineer
Water Operations Manager

Finance & Technology Department

Jr. Adjuster/ Analyst

Administrative Coordinator
Application Services Manager

Applications Manager

Assistant Purchasing Manager

Budget Manager

Client Services Manager

Corporate Audit Manager

Desktop Services Manager

Director, Client and Application Services

ECM Solutions Manager

Finance Business Manager (4)

General Manager, Finance & Technology
Infrastructure Services Manager

Innovations & Architecture Manager

Internal Auditor

IT Operations Manager

Manager, Financial Processes

Manager, Financial Services

Manager, Information Technology

Manager, Revenue Services

Manager, Risk

Network Services & Special Projects Manager

Payroll Manager

Property Tax & Utility Manager

Relationship Manager (2)

Senior Internal Auditor

Senior Project Manager (2)

Service Desk Manager

Special Projects Analyst

Sr. Claims Examiner

Systems Auditor

Human Resources Department

Compensation Analyst

Employment Specialist (3)

General Manager, Human Resources

Health & Safety Assistant

HRIS Manager

HRIS Specialist

Human Resources Assistant (2)

Human Resources Generalist (4)

Human Resources Manager (2)

Human Resources Assistant (3 RPT)

Manager, Labour Relations & Total

Compensation

Manager, Occupational Health & Safety

Occupational Health & Safety Specialist (2)

Pension & Benefits Administrator (2)

Return to Work Coordinator

Office of the Mayor

Administrative Assistant (2)

Communications Assistant

Communications Specialist

Executive Assistant to the Mayor

Receptionist

Parks, Recreation & Culture Department

Administrative Coordinator

Arena Operations Manager

Arts Services Manager

Athletic Facilities Manager

Community & Recreation Services Manager

CRS Facility Manager (4)

CRS Manager

CRS Manager, Business and Operations

CRS Manager, Cloverdale

CRS Manager, Fleetwood

CRS Manager, Guildford

CRS Manager, Middle Years

CRS Manager, Newton

CRS Manager, North

CRS Manager, South

Filming Liaison

General Manager, Parks, Recreation & Culture

Healthy Communities Manager

Heritage Services Manager

Manager of Parks

Manager, CRS

Marketing & Communications Manager

Museum Manager

Park Development Services Manager

Park Operations Manager, North

Park Operations Manager, South

Parks Business Operations Manager

**Parks Planning, Research and Design
Manager**

Performing Arts Manager

Special Events and Filming Manager

Special Projects Manager

Support Services Manager

Urban Forestry & Environ Programs Manager

Visual Arts Manager

Planning & Development Department

Administrative Coordinator

Administration Section Manager

Building Engineer (4)

City Architect

Commercial Section Manager

Current Planning Manager - North

Current Planning Manager - South

Electrical Section Manager

Facilities Building Engineer

Facilities Design & Construction Manager

Facilities Maintenance Project Manager

Facilities & Projects Financial Manager

Field Inspections Manager

General Manager, Planning & Development

Maintenance & Operations Manager

Manager, Administration & Special Projects

**Manager, Area Planning & Development -
North**

Manager, Area Planning & Development - South

Manager, Building Division

Manager, Civic Facilities

Manager, Community Planning

Plumbing Section Manager

Policy Planning Manager

Residential **Section Manager**
Security Manager
Tree & Landscaping Manager
Urban Design Section Manager

RCMP Support Services

Administrative Assistant (2)
Administrative Services Manager
Auxiliary Constable Program **Manager**
Business Performance Manager
Cells **Manager**
Client Services Manager
Client Services Manager North Building
Communications Manager
Corporate Services Manager
Court Liaison and TRC Manager
Crime Prevention and Community Services
Manager
Executive Assistant
Facilities Manager
Finance Manager
Fleet Manager
Information Manager
Information Quality Assurance 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)
Strategic **Planning and** Research Policy Advisor
Training Manager

Any employees who are not employed within the meaning of the "Labour Relations Code of B.C."

- 1.2 The Union agrees that there shall be no soliciting by any of its individual members of the City Council or individual members of Council with respect to rates of pay, working conditions or any other matter covered by this Agreement during the term of said Agreement.
- 1.3 The City agrees that the bargaining authority of the Union shall not be impaired during the term of this Collective Agreement. The City agrees that the only certification that it will recognize during the term of this Agreement is that of the Union unless ordered by due process of law to recognize some other bargaining authority.

ARTICLE 2 **EMPLOYER'S RIGHTS**

- 2.1 The management and the operation of, and the direction of the working force is vested exclusively in the City, provided, however, that this will not be used for the purpose of discrimination against Employees, and provided that it is not against or contrary to the articles of this Agreement.
- 2.2 The City shall have the right to select and promote its Employees and to discipline or discharge them for proper cause, provided the Employees shall retain the right of appeal under the Grievance Procedure contained in this Agreement.
- 2.3 For the satisfactory and efficient operation of the City's business, the parties to this Agreement recognize the following Departments:

Inside Division:

Office of the Mayor
City Manager's Office
Engineering Department
Finance & Technology Department
Human Resources Department
Planning & Development Department
RCMP **Support Services** (Civilian)

Parks, Recreation and Culture Division:

Parks Department
Recreation Department
Culture Department

Outside Division:

Engineering Department – Operations Branch

- Roads & Drainage Section
- Sanitary Sewer/Construction Section
- Pumps & Controls Section
- Solid Waste Section
- Fleet Section
- Water Section
- Garage Section

Corporate Facilities Department

ARTICLE 3

UNION SECURITY

- 3.1** (a) The City agrees that all present employees covered by this Agreement shall remain members of the Union as a condition of employment and all future employees of the City, except those covered by the classifications set out in Article 1.1, of this Agreement, shall immediately upon employment become and remain members of the Union as a condition of employment.
- (b) The City agrees to notify the Union, in writing, when an employee, covered by this Agreement, is hired, promoted, demoted, transferred, laid off, recalled, resigns, is suspended or is terminated.
- (c) In the event of the Union intending to suspend a member for non-maintenance of membership, or for any other reasons, the City shall be notified by the Union in writing at least seven (7) days before such suspension.
- 3.2** The City agrees to check-off all Union Dues and assessments levied in accordance with the Constitution and/or By-laws of the Union. The Union agrees to advise the City of the amounts of such Union Dues, fees and/or assessments as may be determined from time to time by the said Union. The City, upon receipt of such evidence from the Union, shall thereupon deduct from the earnings of the employees such dues, fees and assessments and shall forward to the Union the total of such amounts deducted together with a list of those employees from whom such deductions were made.

ARTICLE 4 **ADJUSTMENT OF GRIEVANCES**

4.1 In the event that any difference arises out of the interpretation, application, operation or any alleged violation of this Agreement, including any question or difference arising from the suspension or dismissal of any employee, and including any question or difference as to whether the matter is arbitrable, such question or difference shall be finally and conclusively settled without stoppage of work in the manner specified in Article 4.

4.2 **Time Limits**

The time limits specified in this grievance procedure shall be considered binding upon both the Union and the City.

The time limits to initiate a grievance, convene a grievance hearing, reply to a grievance, or refer it to the succeeding step can be extended only by explicit written agreement by the parties. For the purposes of managing the grievance procedure, extensions sought by the City or the Union shall be dealt with between a designated member of the Union, and a designated member of the Human Resources Department.

4.3 **Designated Managers May Reply**

To expedite the investigation, hearing and reply to any grievance, a General Manager may designate a Division Manager within the same Department, to hear and reply to a grievance on behalf of another Division Manager.

To expedite the investigation, hearing and reply to any grievance, the Manager, Human Resources may designate a General Manager to hear a grievance on behalf of another General Manager.

A reply to or from a designated Manager shall have the same force and effect as the Manager responsible.

4.4 **Union Representation**

An employee shall have the right to have a Shop Steward or Union Representative present when written disciplinary action is to be taken (written warning, suspension, dismissal.) Furthermore, such a right is also applicable when an employee is to be subject to a verbal warning, which may form part of the disciplinary record in the future.

However, this clause does not apply to workplace discussions that are of an operational or remedial nature, which will not form part of the disciplinary record.

4.5 Grievance Procedure - Individual and Group Grievances

- (a) All grievances must be initiated within five (5) working days of occurrence of the action being grieved, or from the first knowledge by the Union Representative of grounds for a grievance.

Step 1

- (b) A Union Representative and the employee shall first attempt to resolve the matter with the immediate management supervisor who made the decision being grieved. Failing resolution within two (2) working days, the grievance shall be reduced to writing with sufficient particulars to identify the dispute and submitted to the Division Manager, with a copy forwarded to a designated Manager in the Human Resources Department.
- (c) Within five (5) working days of receipt of the grievance, the Division Manager will convene a hearing of the grievance. Within three (3) working days of the hearing, the Division Manager will forward a written reply to the grievance to the Union, copy to the Human Resources Department.

Step 2

- (d) If the Union is not satisfied with the Division Manager's reply, they may refer the grievance to the Department General Manager within ten (10) working days of receipt of the Division Manager's decision.
- (e) The General Manager will convene a hearing of the grievance within five (5) working days of receipt of the grievance. Within three (3) working days of the hearing, the General Manager will forward a written reply to the grievance to the Union, copy to the Human Resources Department.

Step 3

- (f) If the Union is not satisfied with the General Manager's reply, they may refer the grievance to either the City Manager or designate (who shall not be the General Manager who heard the grievance at Step 2) or to arbitration in accordance with Article 4.7, within ten (10) working days of receipt of the General Manager's decision.

If the matter is referred to the City Manager (or designate), a hearing will be convened within ten (10) working days of the referral. A reply to the grievance from the City Manager will be forwarded to the Union within ten (10) working days following the hearing.

Step 4

- (g) If the Union is not satisfied with the City Manager's reply, they may refer the matter to arbitration within ten (10) working days of receipt.

4.6

Grievance Procedure - Policy and Dismissal

- (a) Grievances dealing with the dismissal or termination of an employee or policy matters shall be submitted to the City Manager (in the case of dismissal or termination, the City Manager; in the case of a policy grievance, the City Manager or designate) within five (5) working days of the date of the dismissal or occurrence giving rise to the policy matter.
- (b) The grievance shall be submitted in writing with sufficient particulars to identify the dispute, with a copy forwarded to the Manager, Human Resources.
- (c) The City Manager shall convene a grievance hearing within ten (10) working days of receipt of the grievance. Within three (3) working days of the hearing, the City Manager will forward a written reply to the Union, with a copy to the Human Resources Department.
- (d) If the Union is not satisfied with the reply, they may refer the matter to arbitration within ten (10) working days of receipt of the City Manager's reply in accordance with Article 4.7.

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.

- (b) In the event the Board of Arbitration finds that an employee has been dismissed or suspended for other than proper cause, the Board of Arbitration may direct the City to reinstate the employee, 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 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.

ARTICLE 5 **VACATIONS AND GENERAL HOLIDAYS**

5.1 **General Holidays**

- (a) All employees of the City shall be granted payment for all General Holidays and for any day which the Council of the City may declare a public holiday.

For the purpose of Article 5.1, all new employees hired by the City shall have worked for the City at least fifteen (15) working days in the thirty (30) calendar day period immediately prior to the General Holiday.

- (b) In the interpretation of this Clause, the following are General Holidays which shall apply, namely: Christmas Day and the day immediately following; New Year's Day; **Family Day**; Good Friday; Easter Monday; Canada Day; Victoria Day; B.C. Day; Labour Day; Thanksgiving Day; Remembrance Day; the birthday or the day fixed by Proclamation of the Governor-in-Council for the celebration of the birthday of the reigning Sovereign; and any day appointed by Proclamation of the Governor-in-Council as a holiday of general application throughout Canada, and any day appointed by Proclamation or Order of the Lieutenant Governor-in-Council as a holiday.

- 5.2** Where General Holidays or public holidays declared by the Council of the City occur while an employee is on Annual Holiday or on his/her regular days off, extra days in lieu of such holidays shall be

granted. It is understood premium pay is not paid on any other day than the actual General Holiday.

5.3

Annual Vacations

Paid annual vacation for all employees covered by this Agreement shall be allowed as follows:

- (a) Employees leaving the service in less than twelve (12) months from the date of their employment, shall receive **6%** of their total earnings to the date of their termination.
- (b) In the first (1st) part calendar year of service, vacation pay will be granted on the basis of one-twelfth (1/12) of **fifteen (15)** working days for each month or portion of a month greater than one-half (1/2) worked by December 31st, or **6%** of the employee's total earnings, whichever is greater.
- (c) Payment of **any owed** vacation pay **adjustment** will be made by February 28th in the following year.
- (d) During the eighth (8th) and each subsequent calendar year of service, twenty (20) working days or 8% of the employee's total earnings for the year, whichever is greater.
- (e) During the sixteenth (16th) and each subsequent calendar year of service, twenty-five (25) working days, or 10% of the employee's total earnings for the year, whichever is greater.
- (f) During the twenty-fourth (24th) and each subsequent calendar year of service, thirty (30) working days or 12% of the employees total earnings for the year, whichever is greater.
- (g) During the thirty-second (32nd) and each subsequent calendar year of service, thirty-five (35) working days or 14% of the employee's total earnings for the year, whichever is greater.
- (h) Employees who leave the service shall receive either 6%, 8%, 10%, 12% or 14% of their earnings for the period January 1st, to their date of termination for the year in which they leave the service, the percentage received being dependent upon the employee being entitled to 15, 20, 25, 30 or 35 working days' vacation.
- (i) Calendar year for the purpose of this Agreement shall mean the twelve (12) month period January first (1st) to December thirty-first (31st) inclusive.

- (j) Vacations shall be taken in one (1) unbroken period or any combination of five (5) consecutive working days. Adjustments will be made on the employee's regular pay cheque for any overpayment of vacation pay. Employees shall take their annual vacation entitlement and shall not be entitled to receive monies in lieu of vacation except in extenuating circumstances, e.g., sickness, WCB, etc.
- (k) Vacations for employees shall be taken at such times when quantity and regularity of the work of the City will be least impaired, and is mutually agreed upon by the employee and the Department Manager.
- (l) Each regular employee will receive one (1) supplementary week of vacation at the beginning of each five (5) years following the completion of ten (10) calendar years of service, with each supplementary week to be taken during the course of the five (5) year period.

Employees will be entitled to the supplementary one (1) week of vacation at the beginning of the five (5) year cycle. The entitlement is not conditional upon the completion of the full cycle.

If the supplementary week is not taken, or only a portion is taken, the difference will be paid out at the end of each five (5) year period.

ARTICLE 6

EMPLOYEES' BENEFITS

6.1

Group Life Insurance

- (a) The parties hereto mutually agree that all employees of the City, age 69 and younger, shall participate in a Group Life Insurance Plan which shall include accidental death and dismemberment coverage, immediately upon completion of three (3) months from date of hire and shall continue to participate in such plan as a condition of employment.
- (b) The premiums payable shall be shared by the City and the participating employees through payroll deductions.

The City will pay 75% for Group Life Insurance.

- (c) The amount of Group Life insurance to be two (2) times annual income to a maximum of \$150,000.00 (minimum of \$5,000.00).

6.2 Medical Plan

All regular and probationary employees will be covered by a Medical Plan the first day of the month following their employment. The City will pay 100% of the premium.

6.3 Dental Plan

All employees, after three (3) months employment, shall be covered by a Dental Plan. The City will pay seventy-five percent (75%), with the employee paying the remainder through payroll deduction.

All regular full-time employees shall participate in a Dental Plan based on the following general principles:

- (a) Basic Dental Services (Plan A) - Plan pays 80% of approved schedule of fees.
- (b) Prosthetics, Crowns and Bridges (Plan B) - Plan pays 50% of approved schedule of fees. Effective January 1, 2006, the plan pays 60% of approved schedule of fees.
- (c) Orthodontics (Plan C) - Plan pays 50% of approved schedule of fees. The orthodontic lifetime maximum per child shall be three thousand dollars (\$3,000.00). Effective January 1, 2004, the orthodontic lifetime maximum per person shall be three thousand dollars (\$3,000.00).
- (d) It being understood that current Dental College Fee schedules would apply.

6.4 Sick Leave

- (a) All employees shall be granted eighteen (18) days' sick leave with pay for each year of continuous service on the basis of one and one-half (1 1/2) days per month on completion of the employee's three (3) months employment, retroactive to the employee's first completed calendar month of service. All unused sick leave to accumulate to a maximum of one hundred twenty (120) days.
- (b) All employees covered by this Agreement shall contribute a specified number of sick leave days per year to a Sick Leave Bank to be administered by the Union.
- (c) An employee who uses no sick leave during the year shall receive three (3) days at the employee's regular rate of pay at the end of the year and a credit of thirteen (13) days' sick leave to the

employee's maximum accumulation of one hundred twenty (120) days. The three (3) days to be assigned and to become effective as follows each year: May 1, September 1, and December 31. These days will be paid out at the end of each period.

For the purpose of Article 6.4 the number of sick days contributed to the Union Sick Leave Bank and sick leave days used by the employee shall first be deducted from the three days the employee would have received had he not have been sick; and the remaining balance credited to the employee's maximum accumulation of one hundred twenty (120) days' sick leave.

- (d) Employees may be required to complete a statutory declaration certifying as to illness or attested to by a Notary Public or a doctor's certificate to obtain sick pay.
- (e) Employees attending medical/dental specialists' appointments for consultation, examination or treatment shall be allowed to use sick leave with the presentation of proof of a specialist appointment. Specialist appointments are those where employees do not have an option to schedule their appointment outside of their scheduled hours of work.
- (f) Employees who are on Workers' Compensation may receive full pay while on compensation, provided there is sufficient sick leave to the employee's credit. Those employees who receive full pay while on Workers' Compensation shall have the difference between the amount of compensation and their full pay deducted from the employee's sick leave credit. The City shall receive the employee's time loss compensation from the Workers' Compensation Board.
- (g) If, as a result of a claim made to insuring third party (example, ICBC), an employee receives payment for wage loss (including fringe benefit costs) referable to a period during which the employee received sick leave benefits, then the employee upon the receipt of such payment shall pay to the City the amount of the wage loss so received, and the City shall then reinstate both the employee's sick leave accumulation with the hours equivalent to those lost due to the employee's claim and related gratuity pay entitlement. For the purposes of reinstating the employee's Sick Bank credits, the City may agree, subject to the approval of the City Manager, to assist the employee in defraying legal costs incurred.

6.5 Jury or Court Witness Duty Leave

Employees who are called to serve as jurors or are subpoenaed as witnesses in criminal or civil courts, shall be granted leave of absence for such purpose without loss of any privileges. Normal pay will continue to be issued on the usual pay dates. At the conclusion of duty, the employee shall obtain a certificate from the Court showing the period of jury or witness service and the amount of the compensation received, and shall deposit this certificate together with the full amount of the compensation but not including traveling allowances, with the City. Employees shall make every reasonable effort to request leave prior to such leave occurring.

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**.

(b) **Optical Benefit**

The optical benefit is a maximum of three hundred and fifty dollars (\$350.00) every two (2) calendar years with no deductible. Effective January 1, 2009, the optical benefit is a maximum of four hundred dollars (\$400.00) every two (2) calendar years with no deductible.

6.7 Retirement/Severance Allowance

On voluntary termination, after ten (10) calendar years of service with the City, the employee will receive one (1) day's pay for each year of service.

On retirement **or death**, after ten (10) calendar years of service with the City, the employee will receive two (2) days' pay for each year of service.

In the event of the death of an employee, the value of all accrued retirement/severance benefits shall be paid to the employee's designated beneficiary. If there is no designated beneficiary, payment shall be made to the employee's estate.

6.8

Pregnancy/Parental Leave

- (a) **The Employer shall continue to pay its share of benefits premiums for an employee on pregnancy or parental leave. The employee must prepay his/her share of premiums to the employer for benefits to which he/she is entitled for the period of leave.**
- (b) **On resuming employment, an employee shall be reinstated in her/his previous or a comparable position, and for the purpose of pay increments, benefits, and vacation entitlement (but not for statutory holidays or sick leave) pregnancy/parental leave will be counted as service. Vacation pay will be prorated by the period of the leave and an employee may elect not to take that portion of her/his vacation that is unpaid.**
- (c) **They City shall not terminate an employee or change a condition of employment of an employee without the employee's written consent, except for general reduction in the workforce.**

Pregnancy Leave

- (d) **A pregnant employee who requests Pregnancy Leave shall provide Human Resources with a medical certificate from a qualified medical practitioner stating the estimated date of birth. Such certificate shall be provided no later than three months prior to the estimated date of birth. The employee is also required to complete a Request for Special Leave form, and submit it to Human Resources.**
- (e) **A pregnant employee shall be entitled to Pregnancy Leave, without pay from the date of commencement of leave, for a period up to seventeen (17) consecutive weeks. The employee may request that her leave commence no earlier than eleven (11) weeks before the estimated date of birth or no later than the actual birth date. The City may require the employee to commence a leave of absence where the duties of the employee cannot reasonably be performed because of the pregnancy and to continue the leave of absence until the employee provides a certificate from a medical practitioner stating that she is able to perform her duties.**
- (f) **Regardless of the date of commencement of the leave of absence, the leave shall not end earlier than six (6) weeks following the actual date of birth of the child unless the employee requests a shorter period; and no later than**

seventeen (17) weeks after the actual birth date. If the employee requests a shorter period, a written notice must be submitted to the City two (2) weeks prior to returning to work.

- g) Where an employee who has been granted leave under this clause is, for reasons related to the birth or the termination of the pregnancy as certified by a medical practitioner, unable to work or return to work after the expiration of the leave, the City shall grant to the employee further leaves of absence from work, without pay, for a period specified in one or more medical certificates, but not exceeding a total of six (6) consecutive weeks.**

Parental Leave

- (h) Upon written request and with reasonable notice, an employee shall be granted unpaid parental leave as follows:**
- (1) For a birth mother who takes leave under Article 6.8 Pregnancy Leave up to thirty-five (35) consecutive weeks of unpaid Parental Leave beginning immediately after the end of the Pregnancy Leave, unless the Employer and employee agree otherwise;**
 - (2) For a Birth Mother who does not take leave under Article 6.8 Pregnancy Leave up to thirty-seven (37) consecutive weeks of unpaid Parental leave beginning after the child's birth and within fifty-two (52) weeks after that event;**
 - (3) For a Birth Father up to thirty-seven (37) consecutive weeks of unpaid Parental Leave beginning after the child's birth and within fifty-two (52) weeks after that event; or**
 - (4) Adopting Parent, up to thirty-seven (37) consecutive weeks of unpaid Parental Leave beginning within fifty-two (52) weeks after the child is placed with the parent.**

6.9

Long Term Disability Plan

- (a) All regular employees, after three months employment, will be covered by a sixty percent (60%) Long Term Disability Plan (maximum monthly benefit of four thousand, five hundred dollars (\$4,500.00)).**
- (b) All regular part-time employees who elect to enroll, after accumulating one thousand hours, will be covered by a sixty**

percent (60%) Long Term Disability Plan (maximum monthly benefit of four thousand, five hundred dollars (\$4,500.00)).

- (c) In exchange for the value of two (2) sick days, the City agrees to redirect the funds to purchase a jointly agreed upon Long Term Disability Plan.
- (d) It is understood that eligibility for payment of the Long Term Disability Plan benefits shall be subject to the terms and conditions of the Long Term Disability Policy, as amended from time to time.

ARTICLE 7

WORKING CONDITIONS

7.1

Rest Periods

All employees of the City shall be granted a ten (10) minute rest period in the first half and second half of each working shift, with distinct understanding the said rest period shall be limited to ten (10) minutes only.

7.2

Employee Responsibility

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

7.3

Picket Line Protection

No employee covered by this Agreement shall be required to cross any picket line established at any location as a result of any legal strike.

It is further agreed that where an emergency situation exists, an employee may deal with such emergency situation where the City and the Union agree that such emergency does in fact exist.

7.4

Absences Without Leave

Any employee who is absent without leave for a period of more than three (3) consecutive working days shall forfeit all seniority rights. This shall not interfere with the City's right to discharge for proper cause.

7.5

Changes in Working Conditions & Classifications

- (a) In the event of discussions being considered necessary by either party during the term of this Agreement relating to new classifications, rates of pay, hours of work, or matters arising under Article 7.11, or other working conditions not provided for in this Agreement, it is agreed that either party shall meet the other party in order to carry out such discussions as soon as possible, and in any event, not later than fifteen (15) days from the date of written request by one party to an officer of the other party.
- (b) For the purpose of Article 7.5 it is mutually agreed between the parties hereto that the representatives appointed by each side shall not exceed five (5) members per side present at any meeting.
- (c) Any negotiations for the renewal or revision of this Agreement coming within the scope of Collective Bargaining, Article 14, shall be conducted by representatives appointed by each side who shall not exceed five (5) representatives per side.
- (d) The Union agrees that none of its members shall transact any of its business or any Union business during working hours, except the Union President and Secretary or their appointed representative, who may from time to time meet with the City Manager or other officials of the City to transact business relating to personnel and the Collective Agreement, and with the exception of sub-sections (a), (b), and (c) above. For the purpose of this section, the City agrees that any officers or members of the Union who may be requested to be in attendance at any such meeting shall do so without loss of salary, wages or other benefits.
- (e) Leave of Absence for Union Functions

It is agreed that official representatives of the Union be granted leave of absence, without pay, to attend Union Conventions or perform any other function on behalf of the Union and its affiliations, provided not more than ten (10) Union representatives shall be away at any one time. Such leave of absence shall not affect the employee's seniority and/or benefits contained in this Agreement.

- (f) Leave of Absence for Full-Time Union Duties

It is agreed that any employee who is elected or selected for a full-time position with the Union or any body with which the Union is affiliated, shall be granted leave of absence, without pay and without loss of seniority by the City for a period up to one year, and

such leave may be extended each year on request during the employee's term of office.

For the purpose of this section it is agreed that if any employee is granted leave of absence, there shall be no cost to the City.

(g) Leave of Absence for Public Office Duties

When a regular full-time employee is elected to a government public office outside the City, the employee may be granted leave of absence without pay and without loss of seniority by the City for a period of up to one year, and such leave may be extended each year on request during the employee's term of office.

If an employee wishes to run for election or be nominated to run for election to the Council of the City of Surrey, the employee must apply as soon as possible and will be granted leave of absence without pay. If the employee is elected to office with the City of Surrey, the employee will resign in accordance with the provisions of the Municipal Act.

If an employee runs for elected office in Surrey, locally, provincially, or federally and a conflict of interest occurs, the leave of absence without pay and resignation provisions of the preceding paragraph may apply.

7.6 Job Postings

- (a) Vacancies and new positions covered by this Agreement shall be posted and remain posted for a period of five (5) working days prior to the filling of the vacancy or new position. It is agreed between the parties that should the necessity arise, that the vacancy or new position can be filled by a temporary employee for a period not exceeding fifteen (15) working days; however, due to unusual circumstances, this period may be extended by mutual consent. All appointees to vacancies or new positions shall be subject to a probationary period, or a trial period, as applicable. Appointments from within the bargaining unit shall be made within four (4) weeks, wherever possible, of the job posting date.
- (b) Human Resources Department will post all regular positions, except Labourer 1 and Clerk/Typist Trainee.

7.7 Payment of Salary Increments

In all cases where an employee has been promoted or reclassified as to employment, payments of annual salary increments shall be

made from the anniversary date of such promotion or reclassification, and not from the anniversary date of the employee's employment by the City.

7.8 Special Service Pay

The Union wishes to place on record that in the event of an employee's supervisor desiring to recommend an employee for an increase to cover any special service, such increase will not be objected to by the Union and such action has its approval. Every three (3) months the Union will be supplied with a list of employees who receive special pay.

7.9 General Leave of Absence

Employees desiring leave of absence with or without pay for any reasons, shall submit an application in writing where practicable for such leave to the City Manager **or his/her designate**. The City Manager shall make the decision, based on the circumstances and merits of each application and the leave will not be unreasonably refused. The City Manager's decision shall be subject to Article 4.

7.10 Bereavement Leave

Bereavement leave for a period not to exceed three (3) working days without loss of pay shall be granted the employee 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.

7.11 (a) Job Class Specifications

The City agrees to draw up job class specifications for all positions and classifications for which the Union is Bargaining Agent. These job class specifications shall be presented to the Union and shall become the recognized job class specifications unless the Union presents written objection within thirty (30) days. If the parties are unable to agree on the job class specifications, such dispute shall be submitted to grievance and arbitration. Job class specifications so established shall not be eliminated without prior written notification to the Union.

(b) Changes in Classification

When the duties in any classification are changed or increased by the City, or where the Union and/or an employee feels unfairly or incorrectly classified, or when any position not covered by the salary and wage schedules attached hereto, is established during the term of this Agreement, the rate of pay shall be subject to negotiations between the City and the Union. If the parties are unable to agree on the reclassification and/or rate of pay of the job in question, such dispute shall be submitted to the Job Classification Referee/Umpire. The new rate shall become retroactive to the employee's date of application for reclassification. The City will notify the Union every three (3) months of current reclassification applications.

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.

7.13 Education Allowance

(a) The City will pay one hundred (100%) of course costs upon proof of payment and successful completion for approved courses of instruction for employees to better qualify themselves to perform their job.

(b) Professional Fees and Licenses

It is agreed that the City shall reimburse professional fees for any employee who is required to be a member of a professional association and license for any employee who is required to be licensed (license other than motor vehicle operators) and such fee or license to be subject to the approval of the City Manager. The City Manager's decision shall be subject to Article 4.

ARTICLE 8 **WAGES AND SALARIES**

8.1 (a) The schedule of wages, classifications and salaries for all the employees of the City covered by this Agreement, shall be in accordance with the Schedules attached hereto and forming part of this Agreement.

- (b) Payment of wages shall be issued bi-weekly on a Friday.
- (c) Payment of wages for vacations, general holidays, paid leave of absence, sick leave, or other paid authorized leave, shall be at the employee's regular classified rate of pay and shall not include any type of premium pay.
- (d) Temporary appointments of more than a duration of six (6) continuous months in a calendar year shall result in the employee receiving benefits at the higher rate for that period of time while in the higher classification.

8.2 Temporary Appointments - Inside

- (a) When any salaried employee is appointed or requested by the General Manager to perform temporarily, work for which a higher classification is provided, such employee shall be paid immediately the appropriate rate in the higher classification to which he/she has been temporarily assigned.
- (b) This adjustment shall be made for each working day, or portion of a working day that said employee is required to function either performing the principal duties or wholly in the higher classification, provided, that for the purposes of calculation, it shall be deemed that there are twenty-one (21) working days in a month.

In all cases of temporary appointments, the employee shall be notified of the appointment in writing.

- (c) When any salaried employee is directed by the General Manager to temporarily perform work in a lower classification, the employee shall continue to be paid the established rate of pay for the regular higher classification.

8.3 Temporary Appointments - Outside

- (a) When an outside employee is appointed or requested by the General Manager to temporarily perform work for which a higher classification is provided such employee shall be paid immediately the established rate quoted for the higher position to which this employee has been temporarily assigned.
- (b) When an outside employee is directed by the General Manager to temporarily perform work in a lower classification, wages shall continue to be paid at the established rate of pay for such employee's regular classification.

8.4 Temporary Appointments Outside the Bargaining Unit

When an employee is appointed or is requested to perform temporarily work for which a classification is not provided for in this Agreement, the City will notify the Union in writing of such temporary appointments.

8.5 Job Security

When an employee's regular job temporarily or permanently ceases to exist, because of temporary conditions or because of permanent changes in work procedures, they shall be offered a position commensurate with their knowledge, ability and skills, and seniority as per Article 10 of this Agreement. If they accept the new position, the rates of pay for these positions to which they are transferred shall not come into effect for five (5) working days.

8.6 Overtime

(a) Overtime Definition

Overtime shall be defined as time worked prior to the normal commencement of the employee's regular shift and/or after the completion of the employee's regular shift, or time worked in excess of the employee's daily shift period and/or weekly shift period.

(b) Overtime Rate

All work in excess of the standard work day (i.e., 7, 7 1/2 or 8 hours as the case may be) or the standard work week (i.e., 35, 37 1/2 or 40 hours as the case may be) shall be paid for at time and one-half (1 1/2) the regular hourly rate for the first two (2) hours of overtime in any day or week and double the regular hourly rate for any overtime thereafter. All work performed on Sunday or the second consecutive day of rest for employees working other than Monday through Friday inclusive, shall be paid at double the employee's regular rate of pay.

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

(c) It is agreed between the parties that employees who are required to work overtime on their regular days off, shall be paid a minimum of

two (2) hours' pay at the applicable overtime rate or overtime rates for all hours worked, whichever is greater.

(d) Calculation of Overtime - Inside Employees

Overtime rates of pay for inside employees shall be computed on the basis of the employee's bi-weekly salary divided by the number of hours worked by such employees on their regular shift, i.e. 70, 75, or 80 hours as the case may be.

(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.

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.

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

(f) Call Out

Employees who are called to work from their residence outside of their regular working hours shall be considered to have been called out and shall receive overtime rates of pay as provided in Article 8, Section 6, of this Agreement, or a minimum of two (2) hours' pay at overtime rates of pay, whichever is greater. However, if an employee is called out to work between the hours of midnight and 5:00 a.m., the employee shall receive a minimum of three (3) hours' pay at overtime rates of pay. Time shall be computed from the time the employee commences to work until the employee is instructed to cease work.

Employees who are called out shall receive compensation for mileage allowance at the applicable rate per kilometre, one way when providing their own transportation. Notification given to employees to work outside their regular working hours prior to the employee ceasing work for the day shall not constitute a call out.

8.7 Stand-By Pay

Notwithstanding Article 8.6(e) the City offers two (2) days off to be granted to designated employees in lieu of standby for one (1) full calendar week of standby duty (a week is defined as 4:30 P.M. Friday to 4:30 P.M. the following Friday). In addition, Twenty Dollars (\$20.00) shall be given for standby on statutory holidays for a 24-hour statutory holiday period, notwithstanding Article 8, Section 6(e).

8.8 Sunday Work Premium

Employees required to work on Sunday in their regular five (5) day work week shall be paid a differential of twenty-five (25) cents per hour for the time so worked.

ARTICLE 9 HOURS OF WORK

9.1 Inside Employees

- (a) The regular hours of work for inside employees of the City except Janitors, Stockroom Clerks, Mail Room/Print Room Employees, Computer Operators and all other employees of Information **Technology** hired after June 15, 1971, Radio Operators, Dispatcher Clerks, Surveyors, Survey Assistants, employees under the jurisdiction of the R.C.M. Police and Law Department shall be seven (7) hours per day, seven (7:00) A.M. to six (6:00) P.M. with one (1) hour off for lunch, Monday through Friday. It is understood that the City shall have the right to schedule employees to work seven (7) hours within any eight (8) hour period between 7:00 A.M. and 6:00 P.M. The City will provide one (1) week's notice of any change of hours. No overtime shall be worked by any salaried employee except with express approval and authority of the appropriate General Manager and the hours of overtime worked shall be certified by the said General Manager to the Payroll Department before payment is made. Payment for overtime worked shall be in accordance with the provision of Article 8.6 of this Agreement, and shall be paid when a salaried employee is required to work in excess of seven (7) hours in the regular work day or for work performed on Saturdays or Sundays.

- (b) The regular hours of work for Surveyors and Survey Assistants shall be seven and one-half (7 1/2) hours per day, eight (8) A.M. to four (4) P.M. with one-half (1/2) hour off for lunch, Monday through Friday. No overtime shall be worked by Instrumentperson or Rodperson, except with express approval and authority of the General Manager and the hours of overtime worked shall be certified by the said General Manager to the Payroll Department before payment is made. Payment for overtime worked shall be in accordance with the provisions of Article 8.6, of this Agreement and shall be paid when the employee is required to work in excess of seven and one-half (7-1/2) hours in the regular work day or for work performed on Saturdays or Sundays.
- (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.
- (d) For the purpose of this Section, Janitors, Stockroom Clerks, Radio Operators, Dispatcher Clerks, R.C.M. Police Radio Operators and employees under the jurisdiction of the R.C.M. Police who work in excess of eight (8) hours per day or forty (40) hours per week shall be paid overtime rates in accordance with Article 8.6 of this Agreement.
- (e) For the purpose of Article 8.6, employees in the Mail Room/Print Room shall work any seven (7) consecutive hours per day worked between 6 A.M. and 5 P.M. daily with one (1) hour off for lunch Monday through Friday, inclusive.
- (f) Planners 1 and 2, Property Negotiators 1 and 2, and Engineering Assistants 1, 2, 3, and 4 shall be exempt from a strict schedule of hours of work when required to attend meetings called by City Council or public consultation meetings. However, any hours worked in excess of seven (7) hours per day or thirty-five (35) hours per week shall be paid overtime rates in accordance with Article 8.6 of this Agreement.

9.2

Provisions re: Radio Operators

Employees who operate the Central Radio Station shall work on a variable shift basis subject to the following conditions:

- (a) Eight (8) consecutive hours shall constitute a shift.
- (b) Five (5) consecutive shifts shall constitute a week followed by at least two (2) consecutive days off.
- (c) In the event of a Radio Operator exceeding eight (8) hours in a day or, works more than five (5) consecutive shifts, overtime payment will be made in accordance with the terms of this Agreement.

In the matter of General Holidays, alternate days off shall be granted in lieu of the General Holiday. The employer agrees that the preference of the employee as to alternate days off will be considered, wherever possible.

9.3

Outside Employees

- (a) The regular hours of work for outside employees shall be any eight (8) consecutive hours between seven (7) A.M. and five-thirty (5:30) P.M. daily, with one-half (1/2) hour off for lunch, Monday through Friday inclusive. The City shall have the right to establish shifts other than the regular day shift provided that in all cases shift schedules are posted. Any employee required to work a shift other than the shift posted on the schedule shall receive forty-eight (48) hours' notice of change of shift. Notwithstanding the foregoing, all employees required to work in excess of eight (8) hours per day or forty (40) hours per week shall receive overtime rates of pay as provided by Article 8.6 of this Agreement.
- (b) The hours of work of the employees working as the night crew in the City Garage shall be any seven and one-half (7 1/2) consecutive hours from four (4:00) P.M. to one-thirty (1:30) A.M. daily, including one-half (1/2) hour off for supper. Payment for overtime worked by members of this crew shall be in accordance with the provisions of Article 8.6 of this Agreement.

9.4

Provisions re: Patrol

Patrolpersons shall be permitted to work on a variable shift basis subject to the following conditions:

- (a) Eight (8) consecutive hours shall constitute a shift.
- (b) Five (5) consecutive shifts shall constitute a work week, followed by at least two (2) consecutive days off.
- (c) In the event a Patrolperson exceeds eight (8) hours in a day or works in excess of forty (40) hours in a work week, overtime

payment will be made in accordance with Article 8.6 of this Agreement.

- (d) Employees who are required to work as Patrolpersons on Saturdays, Sundays and General Holidays or as relief Patrolpersons shall be paid at the rate of pay set out in Schedule "C" of this Agreement when working as Patrolperson. When assigned to other work they shall be paid the rate of pay for the job to which they are assigned.

In the matter of General Holidays, alternate days off may be granted in lieu of the General Holidays. The City agrees that the preference of the employee as to alternate days off will be considered, wherever possible.

9.5 Reporting for Work

It shall be the duty of all employees to report for work on each and every working day at the prescribed hours as set out in the hours of work schedule required to be posted in accordance with the *Employment Standards Act*. Failure of employees to comply with the provisions of this clause will result in disciplinary action by the City, provided however, that where an employee is unable to report personally because of sickness, such employee will notify the immediate supervisor or some other official of the City by telephone, if possible, prior to the commencement of the working day, or as soon as possible thereafter.

The City and the Union agree to continue investigating the practicality of flexible hours and compressed work week. It was agreed that neither the City nor Union will be bound in any way to implementing any recommendation or proposition emanating from the experimentation.

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.

9.8 **Minimum Shift Guarantee**

The parties agree that all shifts shall be for no less than four (4) hours, except where mutually agreed to vary.

ARTICLE 10 **SENIORITY**

10.1 **Probationary Period and Seniority**

- (a) Notwithstanding anything to the contrary contained in this Agreement it is mutually agreed that all new employees are hired on probation. The probation period of employment shall continue for **six (6)** months and during this period, no seniority rights shall be recognized. Upon completion of **six (6)** months continuous service, they shall be entitled to seniority dated from the day on which they entered the service of the City.

Probationary periods shall be extended for employees where they are off work on an Approved Leave of Absence, excluding lay-off.

- (b) For the purpose of determining seniority it is mutually agreed and understood that the Departments within the structure of the City shall be as set out in Article 2.3 of this Agreement.
- (c) It is mutually agreed that, when hiring new employees, preference may, subject to the same conditions as in Article 10.2 hereof, be given to those employees of the City who have had previous seniority.

10.2 **Promotions**

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

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

- (b) The successful applicant shall be placed on a trial period for a period of three (3) months. Conditional on satisfactory service, such promotion shall become permanent after the period of three months. In the event the successful applicant proves unsatisfactory during the aforementioned trial period, or if the employee is unable

to perform the duties of the new job classification, the employee shall be returned to the former position without loss of seniority and at the wage or salary applicable to such former position. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to the former position without loss of seniority and at such wage or salary applicable to such former position.

10.3 Demotions Due to Lay-Off

Where an employee is demoted due to a reduction in staff, the required knowledge, ability and skills of the employee shall be the primary consideration; where these are equal the employee with the shorter length of service in the Department shall be demoted.

Demoted employees shall receive the rate of pay set out for the position to which they are demoted as from the date of demotion.

10.4 Transfers Within the Bargaining Unit

- (a) Transfers may be made within the City from one Department to another without loss of seniority, on the following basis:
1. An employee may apply for transfer to the City Manager.
 2. No employee shall be transferred without due regard to the seniority provisions of Article 10.4 of the Agreement.
 3. Transferred employees names shall be placed on Department's seniority list in accordance with their length of service with the City.

Transfers Outside the Bargaining Unit

- (b) Employees shall not be transferred to positions outside the bargaining unit without their consent. If employees are transferred to positions outside of the bargaining unit, they shall retain their seniority acquired at the date of leaving the unit, but will not accumulate any further seniority. Employees will retain their seniority for a maximum of three (3) years from the date of their transfer outside the bargaining unit. Employees who later return to the unit shall be placed in jobs commensurate with their competency and seniority. Such return will not result in the lay-off or bumping of any employee within the bargaining unit.

Transfers From Full-Time to Regular Part-Time

- (c) For the purpose of applying on posted positions, employees who change employment status from full-time to regular part-time shall maintain their seniority and will accrue seniority on the basis of hours worked.

10.5

Lay-Off

The employee within each Department with the least service shall be first laid-off, provided however, that employees with special skills may be retained to fill classified positions requiring special skills regardless of length of service.

1. It is recognized by the parties to this Agreement that lay-offs may occur in only one Department of the City at one time.
2. It is also recognized that Department seniority is based upon length of service with the City.
3. It is further recognized that employees with a greater length of service with the City may be laid off from one Department while employees with less service with the City may be retained in another Department.
4. In accordance with the foregoing, it is understood that the employee with the shorter length of City service in the Department in which the lay-off occurs, shall be first laid-off.
5. All employees shall receive at least three (3) days notice of their lay-off or pay in lieu thereof, except those employees who have more than one (1) year of service with the City, who shall receive five (5) days' notice or pay in lieu thereof.
6. Regular full time employees in the classification of Labourer 2 who receive notice of layoff will have the right on a bargaining unit wide basis to displace temporary, term and part-time employees in the classification of Labourer 2 or Labourer 1 without the loss of their recall rights.

With respect to regular full time employees in other classifications, the City's obligations under what is presently Article 8.5 will not extend beyond the department in which a person is employed at the time of notice of layoff.

10.6

Recall

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

1. The employee shall be first recalled into the Department from which such employee was laid off and second, shall be afforded the first opportunity to work in any other Department, provided however, that the employee is capable of performing the work which may be available.
2. It shall be the duty of all employees to notify the City in writing, of any change of address.
3. In the event of recall, the City shall notify laid-off employees by double registered letter or courier forwarded to the last address furnished by the laid-off employee. Employees shall notify the City of their intention to return to employment within seventy-two (72) hours of delivery of the notification and shall report for work within five (5) days of acceptance of their recall.

10.7

Retention of Seniority

It is agreed between the parties hereto that seniority shall be retained and accumulated on the following basis:

1. Employees who are laid off after less than one (1) year's service shall retain their seniority for a period of six (6) months.
2. Employees who are laid off after one (1) year of service shall retain their seniority for a period of time equal to their length of service to a maximum of three (3) years.
3. Absence due to bona-fide sickness, provided such sickness is attested to by a qualified medical practitioner.
4. Authorized leave of absence.
5. Absence while serving in the Armed Forces, during a national emergency and for a period of ninety (90) days after honourable discharge.

10.8 **Loss of Seniority**

Employees shall lose their seniority and be deprived of any further rights under the Collective Agreement for any of the following reasons:

1. On voluntarily leaving the service of the City.
2. If discharged for proper cause, and is not reinstated.
3. If continuously laid off for a period exceeding their qualifications under (1) and (2) of Article 10.7.

10.9 **Day Shift Preference**

In accordance with the terms of Article 10 of this Agreement, it is agreed that employees working on a shift other than the regular day shift shall be given preference over new employees in filling vacancies occurring in the day shift.

ARTICLE 11 **JOINT HEALTH & SAFETY COMMITTEE**

- (a) The City shall maintain a Joint Health and Safety Committee consisting of not more than twelve (12) members in pursuance of regulations made pursuant to the provisions of the *Workers Compensation Act*.
- (b) Such Joint Health and Safety Committee shall so far as practicable be co-chaired and consist of an equal number of representatives of the City and Employees. Employee representatives shall be appointed by the Union.
- (c) Employee representatives shall be regular employees of the City, with at least one (1) years' experience in that type of operation over which their inspection duties shall extend.
- (d) The general duties of the Joint Health and Safety Committee shall be as directed by the regulations made pursuant to the *Workers Compensation Act*.
- (e) Meetings of the said Committee shall be held at least once each month.
- (f) In the case of a fatal or serious accident, the Joint Health and Safety Committee, shall, within forty-eight (48) hours, conduct an investigation into such accident.

ARTICLE 12

DEFINITIONS

- 12.1 "Employee" shall mean a person who is an "Employee" as defined in the *Labour Relations Code of B.C.*
- 12.2 "Regular Employee" - shall be defined as a person employed full time who has satisfactorily completed the probationary period of employment in an established position.
- 12.3 "Probationary Employee" - shall be defined as a person serving the designated probationary period to determine suitability for the position as set forth in Article 10.1.
- 12.4 (a) "Temporary Employee" - shall be defined as a person hired to augment the regular workforce and employed to work a regular work week for a duration of time of less than six months, unless otherwise mutually agreed.
Temporary employees hired in the Engineering Department in the classifications of **Labourer and Patrolman** and those hired in the Parks Department in the classifications of **Labourer and Groundskeeper 1** may have a temporary term of up to nine (9) months. Upon completion of six (6) months of employment, the Labourer rate of pay shall be increased in accordance with the Collective Agreement.
After accumulating one thousand (1,000) hours of temporary employment, temporary employees' accumulated seniority shall be recognized for applying on posted positions. It is understood temporary employee seniority shall accrue during consecutive years only. The Employer will provide the Union with the advance notice of any intention to extend the initial six (6) month appointment of a temporary employee, and the Employer will not make any such extension without the prior written agreement of the Union. The Union will not unreasonably withhold agreement to a request for extension.
- (b) "Auxiliary Employee" - shall be defined as a person who works less than the normal work week or work day for that position.
- (c) "Auxiliary, Regular Part Time and Temporary Employee Benefits" – Auxiliary, **Regular Part Time** and Temporary employees shall receive twelve percent (12%) cash settlement on their pay cheque to cover medical and sick leave benefits, vacation and general holidays, group life and other miscellaneous benefits. **Auxiliary and/or Regular Part Time employees with less than one thousand (1000) hours and in their 5th year of service, shall receive fourteen percent (14%) cash settlement in lieu of these benefits.** Auxiliary **and/or Regular Part Time** employees who

accumulate one thousand (1,000) hours shall receive sixteen percent (16%) cash settlement in lieu of these benefits; accumulation of hours begins July 1, 1980.

- (d) "Regular Part-Time Employee" - shall be defined as an employee who works forty-eight weeks per year and twenty-one or more regular hours per week in that position; and who is required to satisfactorily complete a probationary period equivalent to a Regular Full-Time employee occupying the same position.

Regular Part-Time employees will commence accumulating seniority hours for applying on posted positions from the time they achieve Regular Part-Time employee status.

- (e) After accumulating one thousand (1,000) hours, Regular Part-Time employees who work forty-eight weeks per year and twenty-one (21) or more regular hours per week in that position shall be offered a one-time option to register for benefits. This option must be exercised within sixty (60) days of the offer. Employees who choose benefits shall no longer receive the percentage paid in lieu of benefits.

This one-time option for these employees shall only include the following benefits:

- (a) . Group Life Insurance
- . Medical Plan
- . Dental Plan
- . Extended Health Benefit Plan
- . Long Term Disability Plan;
- (b) . Vacation
- . Sick Leave
- . Bereavement Leave
- . Retirement/Severance Allowance

The above benefits (b) shall be prorated in accordance with average hours worked.

12.5

"Summer and Incentive Program Employees" - shall be defined as those employees hired under Federal/Provincial Incentive and Summer Programs (e.g. summer student and Winter Works Projects) who are employed to augment the regular staff or who are employed on a special project of limited duration not exceeding five (5) calendar months (such period of time may be extended by mutual consent of both parties in writing). Summer Program and Incentive Program employees shall not be entitled to fringe benefits other than those to which a person becomes entitled by reason of statute. Those employees completing five (5) calendar months shall be entitled to all fringe benefits retroactive to the date of hire,

other than Group Life Insurance which shall be effective after such five (5) months period. **Summer and Incentive Program Employees will not displace regular union employees and will receive the union negotiated rates of pay unless otherwise agreed to by the parties.**

12.6

It is understood that if an incentive employee, summer employee, temporary employee or auxiliary employee is selected as a regular employee during or at the completion of employment, the employee shall have seniority rights recognized retroactive to the original date of hire. Such seniority shall be accumulative based on hours worked from date of hire, in consecutive years.

ARTICLE 13 **SPECIAL PROVISIONS**

13.1 **Parks, Recreation & Culture Department**

- (a) Employees who perform the duties of Utility person more than fifty percent (50%) of the employable time, shall be paid the Utility person rate of pay on a regular basis all year round.
- (b) Non-standard work day. All **employees of the** Recreation and Culture **Divisions** as listed in Schedule "D" and certain inside employees of the Recreation and Culture **Divisions** shall work a non-standard work day and/or week as follows: when the General Manager requires daily hours of work other than the standard work day set out in Article 9.1, the regular hours of work for permanent and temporary employees in such operations shall be any seven (7), seven and one half (7-1/2) or eight (8) hours of work exclusive of 1/2 or 1 hour lunch period. Where the General Manager requires a six (6) or seven (7) day operation per week, the normal work week for permanent and temporary employees in such operations may be any five (5) consecutive days with two (2) consecutive days of rest.
- (c) It is agreed that the City will schedule "off season" work in Parks, Recreation & Culture as much as is practical between Monday and Friday where service to the public is not impaired.
- (d) **Auxiliary Aquatics Employees - Seniority Accumulation**

It is agreed that in Aquatics, the Auxiliary employees' seniority will be accumulative, it being understood that accumulative seniority apply to consecutive years only.

13.2

Premium Pay

(a) **Contact with Raw Sewage and Medical Waste**

Employees performing any assigned work where they come in contact with raw sewage and medical waste shall receive an additional sixty cents (\$.60) per hour over their regular classified rate of pay with a minimum of four (4) hours' pay and a minimum of eight (8) hours' pay if they are in contact with raw sewage and medical waste over four (4) hours.

(b) **Work of an Abnormal Nature**

Employees of the City shall be paid a bonus of twenty (\$.20) cents per hour when performing work of an abnormal nature upon certification by the Foreman in charge of the work.

(c) **Pesticide Application**

Qualified employees who are required to apply pesticides in the Parks **Division** shall receive an additional sixty (\$.60) cents per hour over their regular classified rate of pay with a minimum of four (4) hours' pay if they work in the application of pesticides under four (4) hours and a minimum eight (8) hours' pay if they work in the application of pesticides over four (4) hours.

Qualified employees shall be defined as those possessing a current valid **Province of British Columbia** Pesticide Applicator's Certificate.

(d) **Occupational First Aid Attendants**

Designated Occupational First Aid Attendants will receive:

Sixty Dollars (\$60.00) a month for W.C.B. Level 1 Certificate
One Hundred and Twenty Five Dollars (\$125.00) a month for
W.C.B. Level 2 Certificate
One Hundred and Forty Five Dollars (\$145.00) a month for
W.C.B. Level 3 Certificate

Employees selected by the City as designated Occupational First Aid Attendants shall have the course paid for by the City 100% and will receive time off with pay during working hours to attend the required course of studies.

13.3 **Labourer Rate**

Employees in the category Labourer 1, Trades Helper with more than six months seniority in these positions shall be paid the Labourer 2 rate of pay.

13.4 **Provision of Clothing**

- (a) Clothing damaged during the course of an employee's work, that is damaged beyond reasonable expectation may be replaced by the City on approval of the General Manager.
- (b) If an employee is required to wear a uniform or other special apparel, the City shall supply the uniform as well as clean, launder, upkeep and repair without charge to the employee.
- (c) Employees employed in the City Shops will be provided with coveralls or smocks and laundry service for same by the City.
- (d) Employees who are employed on Sanitary Sewer Cleaning Machines will be provided with coveralls and gloves and laundry service for same by the City.
- (e) The City agrees to provide: a boot allowance of One Hundred Dollars (\$100.00) each year to be paid in November to those employees who, as part of their everyday responsibilities, have extended exposure to hot mix asphalt and concrete on a continued regular basis. Employees working on an intermittent basis and having extended exposure to hot mix asphalt and concrete may be eligible for compensation under Article 13.4 (a).

Regular full-time employees that are required to wear safety boots shall receive \$100.00 boot allowance every two (2) years.

- (f) The City agrees to provide Aquatics Employees (Parks, Recreation & Culture) with clothing as per Schedule "G":
- (g) The City agrees to provide Recreation Facility Maintenance Workers (Parks, Recreation & Culture) with clothing as per Schedule "G".
- (h) All Guards (RCMP **Support Services**) and By-Law Enforcement Officers (City Manager's Office) shall be provided with uniforms and laundry services as per Schedule "G".

13.5 **Insurance**

The City will provide **fire and theft** insurance coverage on Tradesperson's **hand** tools up to a maximum of **twenty five thousand dollars (\$25,000.00)** for each Tradesperson on **hand** tools that employees are required to supply and which are approved by the Fleet & Garage Manager. **Insurance coverage is limited to fire and theft situations where the majority of tools have been destroyed by fire or stolen.**

13.6 **Labour-Management Committee**

The City and the Union agree that a Labour-Management Committee be set up to seek solutions to mutual problems and to achieve mutual objectives.

13.7 **Clerk/Typist Trainee**

- (a) Clerk/Typist Trainees shall be defined as those employees who are hired by the City in a Clerk/Typist function but who lack sufficient knowledge, ability, and/or skills to be hired into a regular Clerk/Typist position.
- (b) Those hired as trainees will undergo a twelve (12) month training program which may include: on-the-job training, night school and City training programs.
- (c) It is agreed that Clerk/Typist Trainees must remain in that position for a minimum of six (6) months. At the conclusion of six (6) months as a Clerk/Typist Trainee, the employee may compete on job postings. At the completion of the regular one (1) - year training program, the employee will be reclassified to Clerk Typist 2.

13.8 **Personnel Records**

An employee shall have the right to photocopy material within the guidance of the *Freedom of Information Act* in their personnel file. The employee or the Union shall reimburse the City reasonable costs of photocopying.

13.9 **Harassment**

The City of Surrey and the Union support the provision of a safe, healthy and rewarding work environment for the City's employees. The City and the Union agree that harassment shall not be tolerated in the workplace. Managers and supervisors will foster in their work areas an environment free of harassment and will take

appropriate and timely action whenever they have actual knowledge of any harassment. If the parties are unable to resolve the complaint, the parties may utilize the grievance procedure. By mutual agreement, the parties may request an outside impartial third party to adjudicate the complaint. Costs of the third party to be shared equally.

13.10 **Report of Violations of Law, Statutes or Regulations**

No action will be taken by the City against an employee who reports a violation of a law, statute or regulation by the City as long as the City has been notified of the alleged violation and provided a reasonable opportunity to investigate and respond to the matter before the Union and/or the employee pursues the matter further. The City and the Union agree to advise one another promptly of any alleged violation or action to be taken

ARTICLE 14 **DURATION OF AGREEMENT**

14.1 This Agreement shall be for the period from and including **January 1, 2012**, to and including **December 31, 2015**, and from year to year thereafter subject to the right of either party to the Agreement, at any time within four (4) months immediately preceding the date of the expiry of this Agreement (**December 31, 2015**) or immediately proceeding the last day of December in any year thereafter, by written notice, to require the other party to the Agreement to commence Collective Bargaining.

14.2 Should either party give written notice aforesaid, this Agreement shall thereafter continue in full force and effect and neither party shall make any change in the terms of the said Agreement (or increase or decrease the rate of pay of any employee for whom collective bargaining is being conducted or alter any other term or condition of employment) until:

1. the Union shall give notice to strike (or until the Union goes on strike), or
2. the City shall give notice of lockout (or the City shall lockout its employees), or
3. the parties shall conclude a renewal or revision of this Agreement or enter into a new Collective Agreement

whichever is the earliest.

14.3 The operation of Section 50, Sub-Sections (2) and (3) of the *Labour Relations Code* of B.C. is hereby excluded.

APPROVED AND ADOPTED by the City of Surrey this "8th" day of "April" 2013.

APPROVED AND ADOPTED by the Canadian Union of Public Employees (City) B.C., Local No. 402, this "8th" day of "April" 2013.

"Dianne Watts"

MAYOR Dianne Watts

"Jean Kilby"

PRESIDENT Jean Kilby

"Jane Sullivan"

CITY CLERK Jane Sullivan

"Virginia Malo"

SECRETARY Virginia Malo

SCHEDULE "A"**Inside Staff Classifications and Pay Grades**
Effective January 1, 2012

Classification	Pay Grade	Classification	Pay Grade
Accountant 1	23	Conveyancer 2	21
Accountant 2	26	Conveyancer 3	24
Accountant 3	29	Court Liaison Officer	24B
Accounting Clerk 1	15	Crime Free Multi-Housing Coordinator	22
Accounting Clerk 2	18	Crime Prevention Program Coordinator	19
Accounting Clerk 3	21	Cultural Exhibits Technician	19
Administrative Ass't. – Leg. Services	19	Database Analyst 1	25
Animal Control Officer	22	Database Analyst 2	27
Application Analyst 1	25	Database Analyst 3	31
Application Analyst 2	27	Disclosure Clerk	16
Application Analyst 3	31	District Office Coordinator (RCMP)	19
Application Specialist 1	22	Diversity Coordinator	22
Application Specialist 2	25	Dog License Canvasser	11
Application Specialist 3	27	Dog Responsibility & Park Patrol Officer	19
Art Coordinator	20	Drug Section Clerk Typist (RCMP)	15
Assistant City Collector	25	Economic Development Analyst	27
Assistant District Office Coordinator	16	Electrical Inspector 1	27
Associate Planner	27	Electrical Inspector 2	31
Breath Test Instruments Technician	17	Electronic File Administrator (RCMP)	18B
Building Inspector 1	27	Engineering Assistant 1 Co-op (80%)	00E
Building Inspector 2	31	Engineering Assistant 1 Co-op (85%)	00F
Business Operations Coordinator	21	Engineering Assistant 1 Co-op (90%)	00G
Business Services Analyst	24	Engineering Assistant 1	21
Business Support Services Assistant	16	Engineering Assistant 2	25
Buyer 1	19	Engineering Assistant 3	27
Buyer 2	23	Engineering Assistant 4	29
Buyer 3	25	Engineering Inspector 1	22
By-law Enforc./Bus. Lic. Clerk 1	17	Engineering Inspector 2	25
By-law Enforc./Bus. Lic. Clerk 2	18	Engineering Inspector 3	27
By-law Enforcement Officer 1	26	Engineering Works Yard Clerk	15
By-Law Supervisor	28	Environmental Technician-Arbiculture	23
Cell Team Lead (RCMP)	19L	Environmental Technologist	25
Chief Draftsperson	25	Exhibits Officer – RCMP	17B
Clerk 2	9	Fleet and Garage Clerk	20K
Clerk 3	12	Fleet Services Supervisor	00F
Clerk 4	15	FOH Services Coordinator	19
Clerk Typist Trainee	00T	Forensic Identification Technician	21
Clerk Typist 2	9	Forensic Video Analyst (RCMP)	25
Clerk Typist 3	12A	Functional Application Analyst 1	25
Clerk Typist 4	15	Functional Application Analyst 2	27
Commercial Operations Clerk	20	Functional Application Analyst 3	31
Comm. Justice Program Coordinator	25K	Functional Application Specialist 1	22
Communications Coordinator	19	GIS Analyst 1	25
Community Safety Coordinator	22	GIS Analyst 2	27
Community Services Coordinator 1	19	GIS Specialist 1	22
Community Services Coordinator 2	23A	GIS Specialist 2	25
Contract Administrator	23	Graphic Designer 1	20
Conveyancing Clerk	15	Graphic Designer 2	23
Conveyancer 1	18	Guard	17L

Classification	Pay Grade	Classification	Pay Grade
Information Officer (RCMP)	19K	Property Associate	23
IT Architect 1	31	Property Records Clerk	20
IT Architect 2	33	Property Tax & Utility Trainee	11
IT Architect 3	35	Property Tax & Utility Rep 1	14
Landscape Architect	29	Property Tax and Utility Rep.2	17
Landscape Technician	23	Quality Control Reader	22B
License Inspector	22	RCMP Training Program Administrator	22
Marketing Coordinator Co-op	00H	Records Analyst	22
Materials Supply Supervisor	23L	Records Audit Reviewer	16
Media Designer	24	Records Clerk 2 (RCMP)	9
Media Relations Coordinator (RCMP)	19	Records Clerk 3 (RCMP)	12
Member Services Clerk	15	Records Clerk 4 (RCMP)	15
Mentored Inspector	00U	Records Team Supervisor	19
Network Analyst 1	25	Recreation Programmer – Aquatic Fac	19
Network Analyst 2	27	Restorative Justice Coordinator (RCMP)	23K
Network Analyst 3	31	S.C.A.D.A. Radio System Operator 1	27K
OCC Scheduler	22C	S.C.A.D.A. Radio System Operator 2	29K
OCC Trainer	24C	Security Clearance Specialist	20
Operations Clerk	17	Senior Contract Administrator	25
Operations Specialist 1	20	Senior Court Liaison Clerk	19
Operations Specialist 2	22	Senior Exhibits Officer – RCMP	19B
Parks Designer	27	Senior Operations Clerk	20
Parks & Recreation Planner	30	Senior Planner	32
Payroll Accounting Technician	19	Support Specialist Trainee–Coop Student	10
Payroll Coordinator	24	Support Specialist 1	14
Payroll Technician	19	Support Specialist 2	16
Plan Checker 1	21	Support Specialist 3	18
Plan Checker 2	24	Survey Assistant	17C
Plan Checker 3	27	Surveyor 1	17D
Plan Checker/Building Inspector	27	Surveyor 2	19C
Planner 1	30	Surveyor 3	22C
Planner 2	31	Sustainability Coordinator	19
Planning Analyst	27	Switchboard Operator	10
Planning Technician 1	22	Switchboard Operator – City Hall	12
Planning Technician 2	24	Switchboard Operator – (RCMP)	12
Planning Technician 3	26	Systems Trainer	24C
Plumbing Inspector 1	27	Team Leader (RCMP Records)	17
Plumbing Inspector 2	31	Team Leader 1 (IT)	29
Police Accts & Procurement Clerk	19	Team Leader 2 (IT)	31
Police Accounts Clerk 1	15	Technical Support Specialist 1	22
Police Accounts Clerk 2	18	Technical Support Specialist 2	25
Prime Coordinator	22	Technical Support Specialist 3	27
Print Shop Clerk	15	Telecommunications Operator 1	18B
Print Shop Operator	17	Telecommunications Operator 2	22C
Printer	00P	Traffic Information Officer – RCMP	19K
Procurement Specialist	27	Traffic Management Coordinator	25
Program Assistant	22	Traffic Survey Clerk	00S
Project Management Assistant	15	Training Coordinator (RCMP)	19
Property Agent 1	26	Transport Assistant (RCMP)	00C
Property Agent 2	29	Tree Bylaw Administrator	27
Property Agent 3	31	Truck Parking Coordinator	23
Property Appraiser 1	26	Utility Rates Inspector	20
Property Appraiser 2	29	Victim Services Case Worker	23L
Property Appraiser 3	31	Watchperson	16K

Classification	Pay Grade
Water Service Inspector	20
Web Specialist	27
Yard Radio Operator	16
Youth Counsellor – RCMP	23K

SCHEDULE “B”**Inside Staff Pay Grades (35 hours per week)**
Effective January 1, 2012

Pay Grade	Standard Step 1	6 Month Step 2	18 Month Step 3	30 Month Step 4	42 Month Step 5
8	\$21.60	\$21.79	\$22.04	\$22.62	
9	21.79	22.04	22.62	23.08	
10	22.04	22.62	23.08	23.54	
11	22.62	23.08	23.54	24.14	
12	23.08	23.54	24.14	24.49	
12A	23.08	23.54	24.14	25.25	
13	23.54	24.14	24.49	25.20	
14	24.14	24.49	25.20	25.66	
15	24.49	25.20	25.66	26.62	
16	25.20	25.66	26.62	27.35	
17	25.66	26.62	27.35	28.14	
18	26.62	27.35	28.14	29.04	
19	27.35	28.14	29.04	29.87	
20	28.14	29.04	29.87	31.12	
21	29.04	29.87	31.12	32.31	
22	29.87	31.12	32.31	33.54	
23	31.12	32.31	33.54	34.95	
23A	31.12	32.31	33.54	34.95	36.39
24	32.31	33.54	34.95	36.39	
25	33.54	34.95	36.39	37.93	
26	34.95	36.39	37.93	39.47	
27	36.39	37.93	39.47	41.26	
28	37.93	39.47	41.26	42.78	
29	39.47	41.26	42.78	44.74	
30	41.26	42.78	44.74	46.59	
31	42.78	44.74	46.59	48.53	
32	44.74	46.59	48.53	50.57	
33	46.59	48.53	50.57	52.69	
34	48.53	50.57	52.69	54.91	
35	50.57	52.69	54.91	57.21	
00E	23.23	23.90			
00F	24.68	25.39			
00G	26.13	26.88			
00H	26.45	27.46			
00J	25.39	26.45			
00P	35.29				
00S	18.10				
00T	18.48	19.56			
00U	29.11	30.93	32.75	34.57	

SCHEDULE "B"

Inside Staff Pay Grades
(37.5 hours per week)
Effective January 1, 2012

Pay Grade	Standard Step 1	6 Month Step 2	18 Month Step 3	30 Month Step 4	42 Month Step 5
17B	\$23.95	\$24.84	\$25.53	\$26.26	
17C	24.12	25.02			
18B	25.00	25.68	26.42	27.27	
19B	25.53	26.26	27.10	27.88	
19C	25.72	26.44	27.27	28.05	
22B	27.88	29.04	30.15	31.30	
22C	28.05	29.22	30.33	31.49	
24B	30.15	31.30	32.62	33.96	35.54
24C	30.33	31.49	32.70	34.04	
	Step 1 1 st 12 mos.	Step 2 After 12 mos.			
17D	25.72	26.44			

Inside Staff Pay Grades
(40 hours per week)
Effective January 1, 2012

Pay Grade	Standard Step 1	6 Month Step 2	18 Month Step 3	30 Month Step 4
12K	\$20.20	\$20.59	\$21.12	\$21.43
16K	22.05	22.45	23.29	23.93
17K	22.45	23.29	23.93	24.62
17L	22.78	23.62	24.28	24.95
19K	23.93	24.62	25.41	26.14
19L	24.28	24.95	25.75	26.46
20K	24.62	25.41	26.14	27.23
20L	24.95	25.75	26.46	27.56
23K	27.23	28.27	29.34	30.58
23L	27.56	28.60	29.69	30.93
25K	29.34	30.58	31.84	33.19
27K	31.84	33.19	34.54	36.11
29K	34.54	36.11	37.44	39.15
00C	23.29			
00F	35.64			

SCHEDULE “B”**Inside Staff Pay Grades (35 hours per week)**
Effective January 1, 2013

Pay Grade	Standard Step 1	6 Month Step 2	18 Month Step 3	30 Month Step 4	42 Month Step 5
8	\$21.98	\$22.17	\$22.43	\$23.02	
9	22.17	22.43	23.02	23.48	
10	22.43	23.02	23.48	23.95	
11	23.02	23.48	23.95	24.56	
12	23.48	23.95	24.56	24.92	
12A	23.48	23.95	24.56	25.69	
13	23.95	24.56	24.92	25.64	
14	24.56	24.92	25.64	26.11	
15	24.92	25.64	26.11	27.09	
16	25.64	26.11	27.09	27.83	
17	26.11	27.09	27.83	28.63	
18	27.09	27.83	28.63	29.55	
19	27.83	28.63	29.55	30.39	
20	28.63	29.55	30.39	31.66	
21	29.55	30.39	31.66	32.88	
22	30.39	31.66	32.88	34.13	
23	31.66	32.88	34.13	35.56	
23A	31.66	32.88	34.13	35.56	37.03
24	32.88	34.13	35.56	37.03	
25	34.13	35.56	37.03	38.59	
26	35.56	37.03	38.59	40.16	
27	37.03	38.59	40.16	41.98	
28	38.59	40.16	41.98	43.53	
29	40.16	41.98	43.53	45.52	
30	41.98	43.53	45.52	47.41	
31	43.53	45.52	47.41	49.38	
32	45.52	47.41	49.38	51.45	
33	47.41	49.38	51.45	53.61	
34	49.38	51.45	53.61	55.87	
35	51.45	53.61	55.87	58.21	
00E	23.64	24.32			
00F	25.11	25.83			
00G	26.59	27.35			
00H	26.91	27.94			
00J	25.83	26.91			
00P	35.91				
00S	18.42				
00T	18.80	19.90			
00U	29.62	31.47	33.32	35.17	

SCHEDULE "B"**Inside Staff Pay Grades
(37.5 hours per week)
Effective January 1, 2013**

Pay Grade	Standard Step 1	6 Month Step 2	18 Month Step 3	30 Month Step 4	42 Month Step 5
17B	\$24.37	\$25.27	\$25.98	\$26.72	
17C	24.54	25.46			
18B	25.44	26.13	26.88	27.75	
19B	25.98	26.72	27.57	28.37	
19C	26.17	26.90	27.75	28.54	
22B	28.37	29.55	30.68	31.85	
22C	28.54	29.73	30.86	32.04	
24B	30.68	31.85	33.19	34.55	36.16
24C	30.86	32.04	33.27	34.64	
	Step 1 1 st 12 mos.	Step 2 After 12 mos.			
17D	26.17	26.90			

**Inside Staff Pay Grades
(40 hours per week)
Effective January 1, 2013**

Pay Grade	Standard Step 1	6 Month Step 2	18 Month Step 3	30 Month Step 4
12K	\$20.55	\$20.95	\$21.49	\$21.81
16K	22.44	22.84	23.70	24.35
17K	22.84	23.70	24.35	25.05
17L	23.18	24.03	24.70	25.39
19K	24.35	25.05	25.85	26.60
19L	24.70	25.39	26.20	26.92
20K	25.05	25.85	26.60	27.71
20L	25.39	26.20	26.92	28.04
23K	27.71	28.76	29.85	31.12
23L	28.04	29.10	30.21	31.47
25K	29.85	31.12	32.40	33.77
27K	32.40	33.77	35.14	36.74
29K	35.14	36.74	38.10	39.84
00C	23.70			
00F	36.26			

SCHEDULE “B”**Inside Staff Pay Grades (35 hours per week)**
Effective January 1, 2014

Pay Grade	Standard Step 1	6 Month Step 2	18 Month Step 3	30 Month Step 4	42 Month Step 5
8	\$22.36	\$22.56	\$22.82	\$23.42	
9	22.56	22.82	23.42	23.89	
10	22.82	23.42	23.89	24.37	
11	23.42	23.89	24.37	24.99	
12	23.89	24.37	24.99	25.36	
12A	23.89	24.37	24.99	26.14	
13	24.37	24.99	25.36	26.09	
14	24.99	25.36	26.09	26.57	
15	25.36	26.09	26.57	27.56	
16	26.09	26.57	27.56	28.32	
17	26.57	27.56	28.32	29.13	
18	27.56	28.32	29.13	30.07	
19	28.32	29.13	30.07	30.92	
20	29.13	30.07	30.92	32.21	
21	30.07	30.92	32.21	33.46	
22	30.92	32.21	33.46	34.73	
23	32.21	33.46	34.73	36.18	
23A	32.21	33.46	34.73	36.18	37.68
24	33.46	34.73	36.18	37.68	
25	34.73	36.18	37.68	39.27	
26	36.18	37.68	39.27	40.86	
27	37.68	39.27	40.86	42.71	
28	39.27	40.86	42.71	44.29	
29	40.86	42.71	44.29	46.32	
30	42.71	44.29	46.32	48.24	
31	44.29	46.32	48.24	50.24	
32	46.32	48.24	50.24	52.35	
33	48.24	50.24	52.35	54.55	
34	50.24	52.35	54.55	56.85	
35	52.35	54.55	56.85	59.23	
00E	24.05	24.75			
00F	25.55	26.28			
00G	27.06	27.83			
00H	27.38	28.43			
00J	26.28	27.38			
00P	36.54				
00S	18.74				
00T	19.13	20.25			
00U	30.14	32.02	33.90	35.79	

SCHEDULE "B"

Inside Staff Pay Grades
(37.5 hours per week)
Effective January 1, 2014

Pay Grade	Standard Step 1	6 Month Step 2	18 Month Step 3	30 Month Step 4	42 Month Step 5
17B	\$24.80	\$24.71	\$26.43	\$27.19	
17C	24.97	25.91			
18B	25.89	26.59	27.35	28.24	
19B	26.43	27.19	28.05	28.87	
19C	26.63	27.37	28.24	29.04	
22B	28.87	30.07	31.22	32.41	
22C	29.04	30.25	31.40	32.60	
24B	31.22	32.41	33.77	35.15	36.79
24C	31.40	32.60	33.85	35.25	
	Step 1 1 st 12 mos.	Step 2 After 12 mos.			
17D	26.63	27.37			

Inside Staff Pay Grades
(40 hours per week)
Effective January 1, 2014

Pay Grade	Standard Step 1	6 Month Step 2	18 Month Step 3	30 Month Step 4
12K	\$20.91	\$21.32	\$21.87	\$22.19
16K	22.83	23.24	24.11	24.78
17K	23.24	24.11	24.78	25.49
17L	23.59	24.45	25.13	25.83
19K	24.78	25.49	26.30	27.07
19L	25.13	25.83	26.66	27.39
20K	25.49	26.30	27.07	28.19
20L	25.83	26.66	27.39	28.53
23K	28.19	29.26	30.37	31.66
23L	28.53	29.61	30.74	32.02
25K	30.37	31.66	32.97	34.36
27K	32.97	34.36	35.75	37.38
29K	35.75	37.38	38.77	40.54
00C	24.11			
00F	36.89			

SCHEDULE “B”**Inside Staff Pay Grades (35 hours per week)**
Effective January 1, 2015

Pay Grade	Standard Step 1	6 Month Step 2	18 Month Step 3	30 Month Step 4	42 Month Step 5
8	\$22.81	\$23.01	\$23.28	\$23.89	
9	23.01	23.28	23.89	24.37	
10	23.28	23.89	24.37	24.86	
11	23.89	24.37	24.86	25.49	
12	24.37	24.86	25.49	25.87	
12A	24.37	24.86	25.49	26.66	
13	24.86	25.49	25.87	26.61	
14	25.49	25.87	26.61	27.10	
15	25.87	26.61	27.10	28.11	
16	26.61	27.10	28.11	28.89	
17	27.10	28.11	28.89	29.71	
18	28.11	28.89	29.71	30.67	
19	28.89	29.71	30.67	31.54	
20	29.71	30.67	31.54	32.85	
21	30.67	31.54	32.85	34.13	
22	31.54	32.85	34.13	35.42	
23	32.85	34.13	35.42	36.90	
23A	32.85	34.13	35.42	36.90	38.43
24	34.13	35.42	36.90	38.43	
25	35.42	36.90	38.43	40.06	
26	36.90	38.43	40.06	41.68	
27	38.43	40.06	41.68	43.56	
28	40.06	41.68	43.56	45.18	
29	41.68	43.56	45.18	47.25	
30	43.56	45.18	47.25	49.20	
31	45.18	47.25	49.20	51.24	
32	47.25	49.20	51.24	53.40	
33	49.20	51.24	53.40	55.64	
34	51.24	53.40	55.64	57.99	
35	53.40	55.64	57.99	60.41	
00E	24.53	25.25			
00F	26.06	26.81			
00G	27.60	28.39			
00H	27.93	29.00			
00J	26.81	27.93			
00P	37.27				
00S	19.11				
00T	19.51	20.66			
00U	30.74	32.66	34.58	36.51	

SCHEDULE "B"

Inside Staff Pay Grades
(37.5 hours per week)
Effective January 1, 2015

Pay Grade	Standard Step 1	6 Month Step 2	18 Month Step 3	30 Month Step 4	42 Month Step 5
17B	\$25.30	\$26.22	\$26.96	\$27.73	
17C	25.47	26.43			
18B	26.41	27.12	27.90	28.80	
19B	26.96	27.73	28.61	29.45	
19C	27.16	27.92	28.80	29.62	
22B	29.45	30.67	31.84	33.06	
22C	29.62	30.86	32.03	33.25	
24B	31.84	33.06	34.45	35.85	37.53
24C	32.03	33.25	34.53	35.96	
	Step 1 1 st 12 mos.	Step 2 After 12 mos.			
17D	27.16	27.92			

Inside Staff Pay Grades
(40 hours per week)
Effective January 1, 2015

Pay Grade	Standard Step 1	6 Month Step 2	18 Month Step 3	30 Month Step 4
12K	\$21.33	\$21.75	\$22.31	\$22.63
16K	23.29	23.70	24.59	25.28
17K	23.70	24.59	25.28	26.00
17L	24.06	24.94	25.63	26.35
19K	25.28	26.00	26.83	27.61
19L	25.63	26.35	27.19	27.94
20K	26.00	26.83	27.61	28.75
20L	26.35	27.19	27.94	29.10
23K	28.75	29.85	30.98	32.29
23L	29.10	30.20	31.35	32.66
25K	30.98	32.29	33.63	35.05
27K	33.63	35.05	36.47	38.13
29K	36.47	38.13	39.55	41.35
00C	24.59			
00F	37.63			

SCHEDULE “C”**Outside Staff Classifications & Hourly Pay Rates**

Classifications	Jan.1'12	Jan.1 '13	Jan.1'14	Jan.1'15
<u>ENGINEERING DEPARTMENT – OPERATIONS BRANCH – ROADS & DRAINAGE, SANITARY SEWER/CONSTRUCTION, SOLID WASTE, PUMPS & CONTROLS SECTIONS</u>				
<u>Labourer 1 – first 6 months</u>	\$25.44	\$25.89	\$26.34	\$26.87
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>	26.05	26.51	26.97	27.51
Same list as above				
<u>Weigh Scale Control Clerk 1</u>	26.45	26.91	27.38	27.93
<u>Weigh Scale Control Clerk 2</u>	27.40	27.88	28.37	28.94
<u>Trades Improver 1</u>	26.71	27.18	27.66	28.21
Form Maker, Rough Forms				
Pipelayer				
Rollerperson – Asphalt Crew				
Sewer Maintenance				
<u>Trades Improver 2</u>	27.95	28.44	28.94	29.52
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>	33.16	33.74	34.33	35.02
Signmaker				

Classifications	Jan.1'12	Jan.1 '13	Jan.1'14	Jan.1'15
<u>Chargehand</u>	29.49	30.01	30.54	31.15
<u>Foreman</u>	33.38	33.96	34.55	35.24
<u>ENGINEERING DEPARTMENT – OPERATIONS BRANCH – FLEET SECTION</u>				
<u>Equipment Operator 1</u>	26.71	27.18	27.66	28.21
Roller Operator				
Tractor Operator				
<u>Equipment Operator 2</u>	27.54	28.02	28.51	29.08
Self-Propelled Roller Operator				
Sewer Vacuum Machine Operator				
<u>Equipment Operator 3</u>	27.76	28.25	28.74	29.31
Grader Operator - Light Maintainer				
Slope Mower Operator				
Street Sweeper Operator				
<u>Equipment Operator 4</u>	28.23	28.72	29.22	29.80
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>	29.59	30.11	30.64	31.25
Front-end Loader Operator - Heavy				
Grader Operator – Heavy				
Tractor Backhoe Operator				
Medium Excavator Operator				
<u>Equipment Operator 6</u>	30.65	31.19	31.74	32.37
Gradall Operator				
Track Excavator Operator - Heavy				
Utilityperson				

Classifications	Jan. 1'12	Jan. 1'13	Jan. 1'14	Jan. 1'15
<u>Truck Driver 1</u> Single Axle Truck Driver	27.33	27.81	28.30	28.87
<u>Truck Driver 2</u> Construction Supply Truck Driver Street Flusher/Water Truck Tandem Truck Driver Centre Line Truck Operator	27.64	28.12	28.61	29.18
<u>Truck Driver 4</u> Tandem C/W Trailer or Gravel Pup	28.49	28.99	29.50	30.09
<u>Chargehand</u>	29.49	30.01	30.54	31.15
<u>Foreman</u>	33.38	33.96	34.55	35.24
<u>Assistant Equipment Controller</u>	31.59	32.14	32.70	33.35
<u>Equipment Controller</u>	33.38	33.96	34.55	35.24
<u>ENGINEERING DEPARTMENT- OPERATIONS BRANCH - WATER SECTION</u>				
<u>Labourer 1 – first 6 months</u> Concrete Maker General Labourer Padperson Power Hand Tool Operator	25.44	25.89	26.34	26.87
<u>Labourer 2 – after 6 months</u> Same list as above	26.05	26.51	26.97	27.51
<u>Trades Improver 1</u> Form Maker - Rough Forms Meterperson Patrolperson Pipelayer Water Service Trucks Crews	26.71	27.18	27.66	28.21

Classifications	Jan.1'12	Jan. 1'13	Jan. 1'14	Jan. 1'15
<u>Trades Improver 2</u> Carpenter Form Maker Cement Block & Brick Layer Pipe Fitter - Plumber, and Mechanical Testing/Chlorination Operator	27.95	28.44	28.94	29.52
<u>Chargehand</u>	29.49	30.01	30.54	31.15
<u>Foreman</u>	33.38	33.96	34.55	35.24
<u>ENGINEERING DEPARTMENT – OPERATIONS BRANCH – GARAGE SECTION</u>				
<u>Clerical</u> Office Attendant, Preventative Maintenance	25.48	25.93	26.38	26.91
<u>Trades Helper</u> Cleanup Person Labourer Mechanical Helper	25.21	25.65	26.10	26.62
<u>Serviceman</u> Greaseperson	27.97	28.46	28.96	29.54
<u>Fleet Partsperson</u>	28.53	29.03	29.54	30.13
<u>Tradesperson 1</u> Automotive Bodyperson Electrician (Class "B" Provincial Ticket) Mechanic "A" - Heavy Duty Mechanic "A" - Field Service Welder	32.56	33.13	33.71	34.38
<u>Tradesperson 2 (T.Q. or Inter-provincial Ticket)</u> Automotive Mechanic Commercial Transport Mechanic Electrician Heavy Duty Mechanic Utilityperson	33.16	33.74	34.33	35.02

Classifications	Jan.1'12	Jan. 1'13	Jan. 1'14	Jan. 1'15
<u>Tradesperson 3</u> Heavy Duty Field Service Mechanic Machinist Millwright	33.52	34.11	34.71	35.40
<u>Trades Foreman</u>	35.63	36.25	36.88	37.62
<u>CORPORATE FACILITIES DEPARTMENT</u>				
<u>Building Maintenance 1</u>	26.71	27.18	27.66	28.21
<u>Building Maintenance 2</u>	27.95	28.44	28.94	29.52
<u>Building Technician</u>	34.01	34.61	35.22	35.92
<u>Fire Safety Technician</u>	33.16	33.74	34.33	35.02
<u>Tradesperson 1</u> Electrician (Class "B" Provincial Ticket) Mason - Maintenance Carpenter Mechanic"A" – Constr. & Mtnce, Equip & Build Painter Maintenance - Buildings Pipefitter - Plumber - Maintenance	32.56	33.13	33.71	34.38
<u>Tradesperson 2(T.Q. or Inter-provincial Ticket)</u> Same list as above	33.16	33.74	34.33	35.02
<u>Trades Chargehand</u> Constr & Mtnce, Equipment & Buildings	34.01	34.61	35.22	35.92
<u>Trades Foreman</u>	35.63	36.25	36.88	37.62
<u>FINANCE & TECHNOLOGY DEPARTMENT - PURCHASING SECTION</u>				
<u>Equipment Operator 3</u> Yard Stockperson	27.76	28.25	28.74	29.31

Classifications	Jan.1'12	Jan. 1'13	Jan. 1'14	Jan. 1'15
<u>Stockroom Clerk 1</u>	24.39	24.82	25.25	25.76
<u>Stockroom Clerk 2</u>	25.81	26.26	26.72	27.25
<u>Stockroom Clerk 3</u>	27.60	28.08	28.57	29.14
<u>PARKS DIVISION</u>				
<u>Labourer 1</u>	25.44	25.89	26.34	26.87
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>	26.05	26.51	26.97	27.51
Same list as above				
<u>Structural Worker 1</u>	26.71	27.18	27.66	28.21
<u>Structural Worker 2</u>	28.41	28.91	29.42	30.01
<u>Utilityperson</u>	26.45	26.91	27.38	27.93
<u>Groundskeeper 1</u>	26.71	27.18	27.66	28.21
<u>Groundskeeper 2</u>	28.41	28.91	29.42	30.01
<u>Natural Areas Practitioner</u>	28.41	28.91	29.42	30.01
<u>Chargehand</u>	29.49	30.01	30.54	31.15
<u>Parks Equipment Operator 1</u>	26.71	27.18	27.66	28.21
Farm or Industrial Type Tractors with attachments and gang mowers				
<u>Truck Driver – Swamper</u>	27.33	27.81	28.30	28.87

Classifications	Jan.1'12	Jan. 1'13	Jan. 1'14	Jan. 1'15
<u>Parks Equipment Operator 2</u> Tractor Backhoe (Cemetery)	27.54	28.02	28.51	29.08
<u>Parks Equipment Operator 2A</u>	27.69	28.17	28.66	29.23
<u>Parks Equipment Operator 3</u>	28.23	28.72	29.22	29.80
<u>Parks Equipment Operator 3A</u>	28.49	28.99	29.50	30.09
<u>Tradesperson (Semi-Qualified)</u>	29.87	30.39	30.92	31.54
<u>Tradesperson 1</u> Carpenter Gardener Plumber	32.56	33.13	33.71	34.38
<u>Tradesperson 2 (T.Q. or Inter-provincial Ticket)</u> Same list as above	33.16	33.74	34.33	35.02
<u>Trades Chargehand</u>	34.01	34.61	35.22	35.92
<u>Foreman</u>	32.33	32.90	33.48	34.15
<u>Construction Foreman</u>	33.38	33.96	34.55	35.24
<u>Parks Technician</u>	33.16	33.74	34.33	35.02
<u>Parks Operations Coordinator</u>	36.39	37.03	37.68	38.43

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, 2012</u>			<u>January 1, 2013</u>			<u>January 1, 2014</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>Building Cleaner</u>	\$21.79	\$22.39	\$22.79	\$22.17	\$22.78	\$23.19	\$22.56	\$23.18	\$23.60
<u>Building Service Worker</u>	25.21	25.50	26.10	25.65	25.95	26.56	26.10	26.40	27.02
<u>Recreation Facility Maintenance Worker 1</u> Iceman – no certification	24.17			24.59			25.02		
<u>Recreation Facility Maintenance Worker 2</u> Iceman	25.74	26.35	27.00	26.19	26.81	27.47	26.65	27.28	27.95
<u>Recreation Facility Maintenance Worker 3</u>	26.83	27.42	28.13	27.30	27.90	28.62	27.78	28.39	29.12
<u>Recreation Facility Maintenance Worker 4</u>	31.69	32.54	33.38	32.24	33.11	33.96	32.80	33.69	34.55
<u>Engineer (Tradesman 3)</u>	33.52			34.11			34.71		
<u>Head Lifeguard</u>	25.50	25.96	26.35	25.95	26.41	26.81	26.40	26.87	27.28
<u>Assistant Head Lifeguard</u>	24.33	24.79	25.19	24.76	25.22	25.63	25.19	25.66	26.08
<u>Lifeguard-Instructor</u>	23.36	23.78	24.28	23.77	24.20	24.70	24.19	24.62	25.13
<u>Technical Director</u>	28.48	29.28	30.08	28.98	29.79	30.61	29.49	30.31	31.15
<u>Community Services Asst 1</u>	16.57	16.95	17.40	16.86	17.25	17.70	17.16	17.55	18.01
<u>Community Services Asst 2</u>	18.26	18.70	19.18	18.58	19.03	19.52	18.91	19.36	19.86
<u>Community Services Asst 3</u>	20.13	20.64	21.17	20.48	21.00	21.54	20.84	21.37	21.92
<u>Community Services Asst 4</u>	22.20	22.81	23.38	22.59	23.21	23.79	22.99	23.62	24.21

SCHEDULE “D”

Recreation & Culture Departments
Staff Classifications and Hourly Pay Rates

<u>Classifications</u>	<u>January 1, 2012</u>			<u>January 1, 2013</u>			<u>January 1, 2014</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>	24.54	25.18	25.91	24.97	25.62	26.36	25.41	26.07	26.82
<u>Assistant Curator</u>	26.99	27.72	28.45	27.46	28.21	28.95	27.94	28.70	29.46
<u>Concession Worker</u>	16.89	17.39	17.89	17.19	17.69	18.20	17.49	18.00	18.52
<u>Concession Worker/Caterer</u>	20.13			20.48			20.84		
<u>Head Concession Worker</u>	24.54	25.18	25.91	24.97	25.62	26.36	25.41	26.07	26.82
<u>Doorperson, Skate Shop, Ice Patrol, Ushers, Casual Help</u>	16.57			16.86			17.16		

	Standard Step 1	300 hours Step 2	600 hours Step 3	900 hours Step 4
<u>Skating Instructor</u>				
Jan. 1, 2012	\$21.15	\$21.88	\$22.61	\$23.34
Jan. 1, 2013	21.52	22.26	23.01	23.75
Jan. 1, 2014	21.90	22.65	23.41	24.17
Jan. 1, 2015	22.34	23.10	23.88	24.65
<u>Head Skating Instructor</u>				
Jan. 1, 2012	24.06	24.79	25.54	-
Jan. 1, 2013	24.48	25.22	25.99	-
Jan. 1, 2014	24.91	25.66	26.44	-
Jan. 1, 2015	25.41	26.17	26.97	-

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>	\$23.50	\$24.00	\$24.50	n/a	n/a
<u>ECE Lead/Co-Lead</u>	19.00	20.00	21.00	\$22.00	\$23.00
<u>ECE Assistant</u>	15.50	16.50	17.50		
<u>ECE Responsible</u>					
<u>Adult</u>	13.50	14.50			

***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, 2015</u>		
	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
<u>Building Cleaner</u>	\$23.01	\$23.64	\$24.07
<u>Building Service Worker</u>	26.62	26.93	27.56
<u>Recreation Facility Maintenance Worker 1</u> Iceman – no certification	25.52		
<u>Recreation Facility Maintenance Worker 2</u> Iceman	27.18	27.83	28.51
<u>Recreation Facility Maintenance Worker 3</u>	28.34	28.96	29.70
<u>Recreation Facility Maintenance Worker 4</u>	33.46	34.36	35.24
<u>Engineer (Tradesman 3)</u>	35.40		
<u>Head Lifeguard</u>	26.93	27.41	27.83
<u>Assistant Head Lifeguard</u>	25.69	26.17	26.60
<u>Lifeguard-Instructor</u>	24.67	25.11	25.63
<u>Technical Director</u>	30.08	30.92	31.77
<u>Community Services Asst 1</u>	17.50	17.90	18.37
<u>Community Services Asst 2</u>	19.29	19.75	20.26
<u>Community Services Asst 3</u>	21.26	21.80	22.36
<u>Community Services Asst 4</u>	23.45	24.09	24.69

<u>Classifications</u>	<u>January 1, 2015</u>		
	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
<u>Community Services Asst 5</u>	25.92	26.59	27.36
<u>Assistant Curator</u>	28.50	29.27	30.05
<u>Concession Worker</u>	17.84	18.36	18.89
<u>Concession Worker/Caterer</u>	21.26		
<u>Head Concession Worker</u>	25.92	26.59	27.36
<u>Doorperson, Skate Shop, Ice Patrol, Ushers, Casual Help</u>	17.50		

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

PRIME Coordinator
Printer
Procurement Specialist
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 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
Tree Bylaw Administrator
Truck Parking Coordinator
Victim Services Case Worker
Web Specialist
Youth Counsellor

SCHEDULE "G"

Clothing Allocation

1. Guards (RCMP Support Services)

The City requires civilian Guards to wear uniforms and issues regular full-time and auxiliary civilian Guards the following items as per the schedule below:

Initial Issue (Upon Hire):

<u>"Regular Full-time" Guards</u>	<u>"Auxiliary" Guards</u>
Five (5) Shirts	Three (3) Shirts
Four (4) Pairs of Pants	Two (2) Pair of Pants
One (1) Belt	One (1) Belt
One (1) Sweater	One (1) Sweater
One (1) Pair of Black Boots*	One (1) Pair of Black Boots*

Replacement Issue (Once Every Year):

<u>"Regular Full-time" Guards</u>	<u>"Auxiliary" Guards</u>
Three (3) Shirts	One (1) Shirt
Two (2) Pairs of Pants	One (1) Pair of Pants

*One (1) pair of standard issue black boots can be obtained through the City Purchasing Department. Boots are not to be used outside of the workplace, and are to be stored in the employee's locker. Boots or soles are replaced once every two (2) years.

Uniform items damaged or ruined in the line of duty may be replaced after being presented to the Cell Block Supervisor.

2. By-Law Enforcement Officers (City Manager)

The City requires By-Law Enforcement Officers to wear uniforms and issues the following items as per the schedule below:

Initial Issue/ Replacement Issue (Yearly)

<u>"Regular Full-time" By-law Enforcement Officers</u>
Six (6) shirts (long or short sleeves)
Three (3) pair of pants
Eight (8) pair of socks
One (1) pair of boots/shoes
One (1) pair of gloves
One (1) sweater/vest

Initial Issue/ Replacement Issue (Once every 3 years)

<p><u>“Regular Full-time” By-law Enforcement Officers</u></p> <p>One (1) Jacket One (1) Raincoat One (1) Rubber Boots & Insoles</p>

The uniforms pertaining to Guards and By-Law enforcement Officers will continue to be regularly cleaned/launched by the City.

3. Aquatics Staff (Parks, Recreation & Culture)

The City requires Aquatic Staff to wear the following and issues the following items as per the schedule below:

Initial Issue/Replacement Issue (per year)

<p><u>“Regular FT” & “Regular PT” Aquatic staff</u></p> <p>One (1) t-shirt Females – one (1) pair of shorts and one (1) bathing suit Males – two (2) pair of shorts</p>	<p><u>“Auxiliary” Aquatic Staff</u></p> <p>One (1) t-shirt Females - one (1) pair of shorts and one bathing suit Males - one (1) pair of shorts</p>
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Aquatics staff are responsible for the cleaning/laundry of the above items.

4. Recreation Facility Maintenance Workers (Parks, Recreation & Culture)

The City issues the following items for Recreation Facility Maintenance Workers, as per the schedule below:

Initial Issue (Upon Hire)

<p>One (1) jacket Three (3) shirts (usually 2 for winter, and 1 for Spring/Summer) Two (2) pair of pants</p>
--

Replacement Issue

<p>One (1) jacket – every 2nd year Three (3) shirts – per year (usually 2 for winter and 1 for Spring/Summer) Two (2) pair of pants – per year</p>

Recreation Facility Maintenance Workers are responsible for the cleaning/laundry of the above items. Clothing requiring dry cleaning will be cleaned at the City’s expense.

LETTER OF UNDERSTANDING #1

- between -

THE CITY OF SURREY

- and -

CUPE, LOCAL 402

RE: 1978 NEGOTIATIONS: MEALS

1. Meals

The City is prepared to supply a meal to an employee who has worked continuously two (2) hours past the employee's regular shift.

"Ian McConnell"

Union Representative

"Dan Closkey"

Municipal Manager

"March 23/78"

Date

Updated in 2012 Collective Bargaining

LETTER OF UNDERSTANDING #2

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

May 9, 1995

File: 0476 -001

Mr. Gord Savard
Acting President
CUPE Local 402

Dear Mr. Savard

Re: Contracting Out

This is to advise that before any existing bargaining unit work is contracted out, the City will consult with the Union a reasonable period in advance of the date on which the contracting out is to occur and will give consideration to alternatives the Union may propose.

"D.A. Lychak"

D. A. Lychak
City Manager

Formerly LOU #5

LETTER OF UNDERSTANDING #3

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

Re: Telecommunications Operator 1 & 2 (RCMP Operations Communications Centre)

PREAMBLE

This letter is to establish work practices and policies that will go into effect March 5, 1994 for implementing a 37.5 hour work week for Telecommunications Operator 1 & 2.

It is intended that this information will become a part of the Collective Agreement and serve as an amendment to the existing Letter of Agreement dated December 31, 1987.

1. Application

This agreement applies to full-time staff employed in the classification of Telecommunications Operator 1 & 2.

2. Shift Schedule

The shift schedule, which is known as “four on and four off,” shall be worked as per the attached Appendix I. One work shift shall span twelve (12) consecutive hours inclusive of a one and one-quarter (1-1/4) hour unpaid lunch break, and two ten (10) minute paid rest periods.

3. Vacations

Vacations allotment noted in the Collective Agreement shall be converted from days to hours and will be taken on that basis. Example - 3 weeks' vacation is equal to 15 days, 112.5 hours (15 days x 7.5 hours = 112.5 hours). 112.5 hours divided by 10.75 hours per shift equals an allotment of 10.5 shifts.

4. Shift Differential

Shift Differential shall only be paid for the actual hours worked on the afternoon shift.

5. Sick Leave

Sick leave shall be converted to actual hours. Eighteen days per year X 7.5 hours = 135 hours sick leave credit per year.

Example: A sick employee shall lose 10.75 hours per shift while on sick leave.

6. Sick Leave Pay Out

Sick Leave pay out shall be paid out on a 7.5 hour day basis, same as sick leave. Employees shall be credited with 3 days x 7.5 hours or 22.5 hours per year where no illness occurred.

7. Overtime

Overtime rates shall apply after 10.75 hours work per shift.

8. Statutory Holidays

Statutory Holidays will be calculated on actual hours worked on the Statutory Holiday. Examples: a shift from 6:30 a.m. to 6:30 p.m. on the Statutory Holiday - all hours will be paid on a Statutory Holiday pay basis. A shift from 6:30 p.m. on a Statutory Holiday to 6:30 a.m. the following day - Statutory Holiday pay will be paid from 6:30 p.m. to 12:00 p.m. only and regular pay from 12:00 p.m. to 6:30 a.m. the following day. A shift from 6:30 p.m. on the day preceding a Statutory Holiday to 6:30 a.m. on the Statutory Holiday - regular pay will be paid from 6:30 p.m. to 12:00 p.m. and Statutory Holiday pay from 12:00 p.m. to 6:30 a.m.

Statutory Holidays must be taken within a ninety day period of its occurrence and can be taken off in blocks of no more than a maximum of two (2) at a time. Statutory holiday credit will be in accordance with the Collective Agreement, that is seven and one-half hours per statutory holiday. All statutory holidays must be taken by December 31.

9. Principle Governing the Conversion from a five (5) Day Week to Compressed Week

A. Present Hours of Work

52 Weeks per Year x 37.5 Hours per Week Plus One Day (based on 261 days average per year) =	1, 957.5 Hours
Less 11 Statutory Holidays x 7.5 Hours =	82.5 Hours
Average Hours Worked per Year =	1, 875.0 Hours

B. Compressed Work Week

<u>365 Days per Year</u> x 43 hours = 8 Days in Cycle	1, 961.87 Hours worked per Year on Average
--	---

C. Method of Payment

Payment to be based on an average of 37.5 hours per week.

Compressed Work Week Average Hours per Year =	1, 961.87 Hours
11 Statutory Holidays x 7.5 Hours	<u>82.5 Hours</u> 1, 879.37 Hours
Average Compressed Work Week Additional Hours per Year =	4.37 Hours

Any differential between hours worked and salary paid shall be adjusted on an employee's termination of employment.

FOR THE UNION:

"Gord Savard"

"Arden Noel"

FOR THE CITY:

"Len Posyniak"

"Margaret Ostrom"

"February 6, 1998"

**Updated in 2012 Collective Bargaining
Formerly LOU #6**

LETTER OF UNDERSTANDING #4

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

Re: Skating Instructors

The parties agree the Collective Agreement applies to the Skating Instructors except as specifically varied as follows (note: article and section references are drawn from the 1994-1996 Collective Agreement):

1. **Article 5 Vacation and General Holidays** - not applicable
2. **Article 6 Employee Benefits** - not applicable except for Section 8, Maternity Leave
3. **Article 7 Working Conditions** - not applicable except for:
 - Section 2, Employee Responsibility
 - Section 3, Picket Line Protection
 - Section 5, Changes in Working Conditions and Classifications
 - Section 9, General Leave of Absence
 - Section 11(a), Job Description
 - Section 11(b), Changes in Classification
 - Section 13(a), Education Allowance
4. **Article 8 - Wages and Salaries** - not applicable except for Section 1(a) and (b) and (d) of the Collective Agreement.

(a) Rates for Head Skating Instructor and Skating Instructors in Schedule D as follows:

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Level 4</u>
Recreation Skating Instructor	\$14.50	\$15.00	\$15.50	\$16.00
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	
Head Recreation Skating Inst.	\$16.50	\$17.00	\$17.50	

- (b) Employees who are members of the skating instruction staff as of date of ratification will be assigned to the pay rate that they are at presently and progress through the range thereafter. Employees hired after the date of ratification will be placed at the minimum of the range and proceed through the range thereafter. Employees will be credited with the hours worked since the date of their last increment.
- (c) Employees shall progress to the next highest pay level once they have completed 300 hours of work.
- (d) **Employees will be paid for actual hours of instruction time with a one (1) hour minimum. At the end of each lesson set, each Skating Instructor may record an additional four (4) minutes per registered participant per lesson set for the purposes of preparation and administration of the lessons. This includes but is not limited to paperwork related to:**
 - **Class Attendance**
 - **Completion of lesson worksheet, including pass/fail**
 - **Progress card**

This would apply to all registered Learn to Skate programs with the exception of the Boots to Blades Program which will be two (2) minutes per registered participant per lesson set.

- (e) Temporary Assignments
An employee who is assigned to work at a higher classification shall be paid the next highest rate in the pay scale for hours worked in the highest position.

5. **Article 9 Hours of Work** - Not applicable

Hours of work will vary and employees will be scheduled according to program operational requirements. It is understood that due to the nature of the programs, schedules are subject to cancellation or modification without notice.

6. **Article 10 Seniority** - Not applicable

- (a) Seniority Accumulation
Employees will accumulate seniority on the basis of hours worked over consecutive calendar years. Seniority will apply specifically for the purpose of determining employee preference of assignment to available hours in each specific facility at the beginning of the annual instruction period (September). Employees who do not accumulate seniority in any calendar year will forfeit prior seniority accumulation.

Accumulative seniority hours shall be retroactive to the date of hire for those hired prior to signing of this memorandum.

- (b) Probationary Period
New Hires will be subject to a period of probation equal to two (2) lesson periods. Employees may be terminated at any time during this period.
- (c) Trial Period
Employees assigned to the position of Head Instructor will serve a trial period of two (2) lesson sets before confirmation into the position. In the event that an employee is found to be unsuited for the position, he/she shall be reverted to their position. The employee will then be eligible for on-call hours until the commencement of the next set at which time he/she will resume scheduled hours.

7. **Article 12, Section 4(c)**

Skating Instructors as part-time employees will receive a cash settlement to cover medical and sick leave benefits, vacation and general holidays, group life and other miscellaneous benefits. The introduction of this benefit will be in accordance with the following schedule:

- Effective date of ratification - 12% cash settlement on their pay cheque (inclusive of 4% already received);
- 16% cash settlement on their pay cheques (inclusive of 4% already received) only for those instructors with more than 1000 hours.

8. **Article 13 - Special Provisions**

- (a) Not applicable except for:
- Section 2(d), Industrial First Aid Attendants [It is being understood that this payment is only due when the employee is specifically designated by the Employer to act as an Industrial First Aid Attendant for the facility, over and above the requirements of the job description (classification specification)].
 - Section 10, Personnel Records

- Section 4(c), Damaged Clothing
- Section 11, Harassment
- Section 12, Report of Violations of Law, Statutes, or Regulations

(b) Employees will provide their own equipment and clothing. A supply of facility based jackets (with pockets) will be provided for the use for staff while working. Management will determine the number and style of jackets available.

FOR THE UNION:

“Jean Kilby”

FOR THE CITY:

“Nicola Webb”

“March 19, 2013”

“New rates apply as per schedule D – April 8, 2013”

**Updated in 2012 Collective Bargaining
Formerly LOU#7 (negotiated in 1998)**

LETTER OF UNDERSTANDING #5

-between-
THEY 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 on a trial basis under Article 9, Section 7, 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 compressed work week, as specified in this Letter of Understanding.
2. The length of a shift shall be 8-3/4 hours worked, plus a forty-five (45) minute unpaid lunch break, for a total of 9.5 hours.
3. Four (4) consecutive days worked followed by three (3) consecutive days off shall constitute a work week. A paid work week will continue to constitute 35 hours worked (4 X 8 ¾).
4. The hours of work on the compressed work week shall be as follows, or as modified from time to time by management:

- | | |
|-----------------------------|------------------------|
| (a) Day Shift | 8:00 a.m. – 5:30 p.m. |
| (b) Afternoon/Evening Shift | 12:00 p.m. – 9:30 p.m. |

5. Overtime will be paid for hours worked beyond 8 ¾ hours per day or 35 hours per week, 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 (8 ¾ hours), with the exception of general holidays (see below).

Regular full time employees whose regular day off falls on a general holiday will take their next regular working day off in lieu of that general holiday.

Regular full-time employees who would normally be scheduled to work but for the occurrence of a general holiday shall receive time off with pay for that general holiday in accordance with the Collective Agreement (7 hours) and, notwithstanding paragraph 5 or above or Article 9, Section 3 of the Collective Agreement, shall work the remaining 1 ¾ hours of the work week during another day or days of the week in which the general holiday falls.

9. The compressed work week will be implemented as soon as administratively possible after the date of signing of this Letter of Understanding.
10. This Letter of Understanding will expire and shall be null and void and cease to have any effect on December 31, 2011, unless the parties mutually agree 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:

“Nicola Webb”

“March 19, 2013”

Date

SIGNED ON BEHALF OF THE UNION:

“Jean Kilby”

“March 19, 2013”

Date

**Updated in 2012 Collective Bargaining
Formerly LOU #8 (negotiated in 1998)**

LETTER OF UNDERSTANDING #6

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

Re: Ten (10) Hour Shifts – Recreation Facility Maintenance Worker (Iceman)

In an effort to improve service to the public, provide a more cost effective service and comply with safety regulations, 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. A modified work week schedule shall apply to employees in the classification of Recreation Facility Maintenance Worker's in the Recreation Division of Parks, Recreation and Culture. Shift schedules will include both eight (8) hour shifts and ten (10) hour shifts based on operational needs.
2. Eight (8) hour shifts shall fall under the provisions of the collective agreement outlined for overtime and hours of work.
3. The following applies to Ten (10) hour shifts:
 - a) Ten (10) consecutive hours worked, exclusive of a one-half (1/2) hour lunch break, shall constitute a shift.
 - b) Four (4) consecutive days worked followed by three (3) consecutive days off shall constitute a week.
 - c) Overtime will be paid for hours worked beyond ten (10) hours per day or forty (40) hours per week, at rates provided in accordance with the Overtime provisions in Article 8.6 (b) of the Collective Agreement.
 - d) All benefit entitlements expressed in days in the collective agreement (for example, vacation, sick leave and general holidays) are understood to be the hours equivalent to a standard working day (8 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.
 - i) Regular full-time employees scheduled to work on a general holiday will be paid in accordance with the provisions of Article 8.6 (b) of the Collective Agreement for the actual hours worked.
 - ii) Regular full-time employees who are not scheduled to work on the general holiday will receive pay for the general holiday in accordance with the Collective Agreement (8 hours). Notwithstanding paragraph 4, above, or Article 9.3 of the Collective Agreement, the remaining two (2) hours of the work week shall be worked on the remaining days of the week in which the general holiday falls at the option of the individual or crew, as applicable.
4. 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.

5. Either party may terminate the provisions of this Letter of Understanding as a whole or by a functional area as outlined above by providing thirty days (30) days written notice to the other party.
6. 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.

For the City:

“Joey Brar”
Joey Brar

“Chris Gain”
Chris Gain

“Lisa White”
Lisa White

“May 30, 2013”
Date

For the Union:

“Jeannie Kilby”
Jeannie Kilby

“Tom Wiebe”
Tom Wiebe

“May 30, 2013”
Date

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

Arts Coordinator
Business Operations Coordinator
Community Service Co-ordinator 1
Community Service Co-ordinator 2
Front of House Coordinator
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:

"Jeff Marwick"

"J. Dominato"

DATE

"Nov. 9, 2000"

SIGNED ON BEHALF OF THE UNION:

"Laurie Larsen"

"Margaret Krenus"

"Nov. 9, 2000"

Formerly LOU #13

LETTER OF UNDERSTANDING #8

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

Re: “Term” Employees (Diebolt Award - Appendix ‘B’)

- (1) “Term Employee” shall be defined for the purpose of this Letter of Understanding as a person employed to work full time for the purpose of replacing a regular full time employee during an extended absence, transfer or reassignment for a period longer than six (6) months.
- (2) Such employees will be eligible to participate in the benefits plan with the exception of Long Term Disability coverage.
- (3) After accumulating 1000 hours of term employment, a term employee’s accumulated hours in the position shall be converted to seniority. Thereafter, the employee shall accumulate seniority on the basis of hours worked until the completion of the term. Such seniority shall be recognized only for the purpose of applying on posted positions during the employee’s term.
- (4) An employee appointed on this basis will revert to their former position.
- (5) Term employees shall be considered to be temporary employees for all other purposes not specified in this Letter of Understanding, and shall be entitled to the same rights and subject to the same terms and responsibilities under the collective agreement as temporary employees for such purposes.

For the City:

“John Dominato”

John Dominato

“Jeff Marwick”

Jeff Marwick

“Brian Merryweather”

Brian Merryweather

“Gerry McKinnon”

Gerry McKinnon

“Sheila McKinnon”

Sheila McKinnon

“Nov-9-00”

Date

For the Union:

“Jean Kilby”

Jean Kilby

“Margaret Krenus”

Margaret Krenus

“Laurie Larsen”

Laurie Larsen

“Marilyn Moase”

Marilyn Moase

“Arden Noel”

Arden Noel

“Cliff Pederson”

Cliff Pederson

“Gary Yee”

Gary Yee

**Updated in 2012 Collective Bargaining
Formerly LOU #14**

LETTER OF UNDERSTANDING #9

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

Re: Project Employees (Diebolt Award - Appendix 'C')

The City of Surrey and CUPE Local 402 agree, on a without prejudice and without precedent basis, to the creation of "Project" Employees for the duration of the collective agreement under the following conditions:

- (1) "Project Employee" shall be defined as a person employed to work full-time on a specific project. The term of employment shall be longer than six (6) months but not longer than two (2) years, with a maximum extension of six (6) months beyond the two (2) year term with the prior written agreement of the Union. In addition, the City and the Union may mutually agree to either a longer term or a longer extension period.
- (2) Project employees shall be eligible for benefits on the same basis as regular full-time employees, including applicable waiting periods, with the exception of Long Term Disability coverage.
- (3) Project employees shall not accrue seniority.
- (4) Upon completion of their term of employment, or such earlier date as may be specified in writing by the City prior to the expiration of the term, project employees shall be terminated from employment without access to Article 10, Section 5 and 6 (Layoff and Recall) of the collective agreement.
- (5) The City agrees that it will not establish or fill such positions without the prior written agreement of the Union.

For the City:

"John Dominato"

John Dominato

"Jeff Marwick"

Jeff Marwick

"Brian Merryweather"

Brian Merryweather

"Gerry McKinnon"

Gerry McKinnon

"Sheila McKinnon"

Sheila McKinnon

"Nov-9-00"

Date

For the Union:

"Jean Kilby"

Jean Kilby

"Margaret Krenus"

Margaret Krenus

"Laurie Larsen"

Laurie Larsen

"Marilyn Moase"

Marilyn Moase

"Arden Noel"

Arden Noel

"Cliff Pederson"

Cliff Pederson

"Gary Yee"

Gary Yee

**Updated in 2012 Bargaining
Formerly LOU #15**

LETTER OF UNDERSTANDING #10

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

Re: Job Classification Referee/Umpire

1. The Job Classification Referee/Umpire shall be Stanley Lanyon or Joan Gordon.
2. The Referee/Umpire has all of the powers and authority of a single arbitrator, in accordance with Article 4.7.
3. The decision of the Referee/Umpire shall be final and binding on the parties.
4. The costs of the Referee/Umpire shall be borne equally by the parties.
5. Leave of absence without loss of pay and without loss of seniority will be granted to the Union representatives and individual(s) requesting reclassification who are required to attend any hearing before the Referee/Umpire.

For the City:

“John Dominato”

John Dominato

“Jeff Marwick”

Jeff Marwick

“Brian Merryweather”

Brian Merryweather

“Gerry McKinnon”

Gerry McKinnon

“Sheila McKinnon”

Sheila McKinnon

“Nov-9-00”

Date

For the Union:

“Jean Kilby”

Jean Kilby

“Margaret Krenus”

Margaret Krenus

“Laurie Larsen”

Laurie Larsen

“Marilyn Moase”

Marilyn Moase

“Arden Noel”

Arden Noel

“Cliff Pederson”

Cliff Pederson

“Gary Yee”

Gary Yee

**Updated in 2012 Collective Bargaining
Formerly LOU #16**

LETTER OF UNDERSTANDING #11

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

Re: Spare Tractor Backhoe/Excavator Operator

This deletes the existing “Padman - Operator Trainee” letter of understanding and replaces it with a new process respecting “Spare Tractor Backhoe/Excavator Operator.”

The City will, from this point forward, post “Spare Tractor Backhoe/Excavator” positions similar to the existing process for “Spare Truck Driver II,” and no longer post vacant full-time “Tractor Backhoe Operator” positions. The intent is to post and test towards achieving a qualified operator capable of moving directly into a full-time Tractor Backhoe/Excavator position once one becomes vacant. The spare operator will be paid at an Equipment Operator 4 rate of pay when not operating a machine (i.e. Padman). When the “Spare Operator” is operating a machine, their position as Padman will be filled and paid as a Labourer 2 temporarily.

The intent of this letter is to ensure that the City receives qualified relief operators, and acknowledge long time relief operators as being the logical successor to the next vacant full-time position.

This agreement is without prejudice and precedent to the rights of either party.

For the City:

“John Dominato”

John Dominato

“Jeff Marwick”

Jeff Marwick

“Brian Merryweather”

Brian Merryweather

“Gerry McKinnon”

Gerry McKinnon

“Sheila McKinnon”

Sheila McKinnon

“Nov-9-00”

Date

Formerly LOU #17

For the Union:

“Jean Kilby”

Jean Kilby

“Margaret Krenus”

Margaret Krenus

“Laurie Larsen”

Laurie Larsen

“Marilyn Moase”

Marilyn Moase

“Arden Noel”

Arden Noel

“Cliff Pederson”

Cliff Pederson

“Gary Yee”

Gary Yee

LETTER OF UNDERSTANDING #12

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

Re: Seniority – Grandfathering

The Union agrees to grandfather seniority for the three (3) employees named on the Confidential List beyond the 3 years maximum from the date of their transfer outside the bargaining unit.

For the City:

“John Dominato”

John Dominato

“Jeff Marwick”

Jeff Marwick

“Brian Merryweather”

Brian Merryweather

“Gerry McKinnon”

Gerry McKinnon

“Sheila McKinnon”

Sheila McKinnon

“Nov-9-00”

Date

For the Union:

“Jean Kilby”

Jean Kilby

“Margaret Krenus”

Margaret Krenus

“Laurie Larsen”

Laurie Larsen

“Marilyn Moase”

Marilyn Moase

“Arden Noel”

Arden Noel

“Cliff Pederson”

Cliff Pederson

“Gary Yee”

Gary Yee

**Updated in 2012 Collective Bargaining
Formerly LOU #18**

LETTER OF UNDERSTANDING #13

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

Re: Auxiliary Seniority

During negotiations for the current Collective Agreement, the parties entered into numerous discussions with regard to granting Auxiliary employees seniority for the purpose of applying on posted positions. Although agreement could not be reached during negotiations, the City of Surrey and CUPE, Local 402 agree to meet as a joint committee to discuss and attempt to resolve the issues surrounding Auxiliary Seniority.

For the City:

"Gerry McKinnon"

"John Dominato"

"Brian Merryweather"

"Sheila McKinnon"

"Jeff Marwick"

"Nov-10-00"

Date

For the Union:

"Jean Kilby"

"Margaret Kyrenus"

"Laurie Larsen"

"Marilyn Moase"

"Arden Noel"

"Gary Yee"

"Cliff Pederson"

Formerly LOU #19

LETTER OF UNDERSTANDING #14

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

Re: Minimum Hours of Work For Auxiliary Employees in the Community and Leisure Services Division and the Culture, Marketing and Community Development Division of Parks, Recreation and Culture Department

SKATING INSTRUCTORS SHALL BE EXEMPTED FROM THIS LETTER OF UNDERSTANDING

The City of Surrey and CUPE, Local 402 agree to the scheduling of shifts for regularly scheduled auxiliary staff in the facilities operated by the Community & Leisure Services Division and the Culture, Marketing and Community Development Division of Parks, Recreation and Culture Department on the following terms:

Parks, Recreation and Culture may employ regularly scheduled auxiliary staff in these divisions on a two (2) hour per day minimum basis.

Furthermore, Parks, Recreation and Culture may employ regularly scheduled auxiliary staff in these divisions for less than two (2) hours (but not less than one (1) hour) for the following:

- * Aquacise Instruction;
- * School care programs (e.g. Before and After School Care Programs);
- * Facility rentals attendance;
- * Staff Meetings/Staff Training sessions.

Wherever practical, the Department will combine hours to provide longer shifts.

The provisions of this agreement will take effect upon ratification of the Collective Agreement and be further appended as a Letter of Understanding for the term of the Collective Agreement which will commence January 1, 2000. This letter of Understanding shall expire on December 31, 2015.

Either party may terminate the operation of this agreement by providing the other with thirty (30) days written notice.

It is understood and agreed that both parties reserve their rights under the Collective Agreement with respect to shift scheduling in their entirety, and that neither party has prejudiced its position or rights with respect to the interpretation of the Collective Agreement's provisions regarding shift scheduling by entering into this Letter of Understanding.

For the City:

“Laurie Cavan”

Laurie Cavan

“Jeff Marwick”

Jeff Marwick

“Brian Merryweather”

Brian Merryweather

“September 12, 2001”

Date

For the Union:

“Jeannie Kilby”

Jean Kilby

“Laurie Larsen”

Laurie Larsen

“Cliff Pederson”

Cliff Pederson

“September 12, 2001”

Date

Formerly LOU #20

LETTER OF UNDERSTANDING #15

- between -

THE CITY OF SURREY

- and -

CUPE LOCAL 402

Re: Auxiliary Employment

The purpose of this letter is to confirm the discussions concluded during the 2012 Collective Bargaining process with respect to the employment of Auxiliary Staff. In exchange for the parties achieving a Renewal Collective Agreement, the Parties have agreed to the following:

1. Additional Bargaining Unit Roles:

- Twenty-five (25) additional new, regular full time or regular part time roles will be posted in the CUPE Bargaining Unit before December 31, 2013. These “new” roles will be achieved through the conversion of City determined auxiliary/project /temporary roles that existed at the time of the settlement of the renewal Collective Agreement or by converting currently contracted work into regular full time or part time job(s) in the bargaining unit.
- To meet business needs, the City may convert/add CUPE roles in a varied hiring pattern but the total commitment of “25” jobs will be achieved. During the bargaining process, the City notified the Union of 2 conversions from term to regular full time (Crime Prevention Coordinator and Sustainability Coordinator), 1 conversion from auxiliary to regular full time (Property Tax Rep 1), and 1 contracted job returned to the Bargaining Unit (Bridgeview Community Centre – CSC 2). These 4 roles apply to the City’s hiring commitment under this letter.
- 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.

2. 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 this 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 in compliance with the Collective Agreement. The first meeting on auxiliary staffing will be held within 60 days of ratification of this Renewal Collective Agreement.

3. Hours of Work – Lifeguards, Aquasize Staff and Assistant Head Guards

- During the life of this Renewal Collective Agreement (2012-2015), staff in the job codes of Lifeguard, Aquasize staff and Assistant Head Guard will be permitted to ‘sign for’ up to 24 hours per week (Lifeguards) and 28 hours per week (Aquasize staff and Assistant Head Guards), without the City being in violation of the definitions contained in Article 12 of the Collective Agreement. This provision applies to the seasonal scheduling process that occurs in the Aquatics section of Community Recreation Services. The City retains its right to end this staffing protocol if business issues/scheduling complexities arise. The City will discuss such concerns with the Union in advance of implementing such a change.

4. Surrey Sports and Leisure Centre Trial (SSLC)

- The parties have a mutual desire to stabilize employment with aquatics staff. To achieve this objective, the parties have agreed to establish a Trial at SSLC, which will result in the

conversion/addition of 1 Head Guard (regular full time) and 4 Lifeguards (regular part time) roles at that facility for the duration of the Trial.

- The objective of the Trial is to achieve a more stable work force that will benefit customer service, increase operational efficiencies, enhance safety, and build employee satisfaction/capacity.
- The parties agree to meet to resolve the specifics of the Trial, but generally these roles will be added for a period of up to 2 years to confirm the efficacy of the new staffing model. The general principle is that neither the rights of staff nor the rights of the City will be reduced by participation in this Trial.
- If the Trial is successful, the City has the option of expanding the Trial at SSLC and/or introducing a similar trial at other City Aquatic facilities.
- The parties agree to make their best efforts to support the success of this Trial.
- The parties agree that for the duration of the SSLC Aquatics Trial or a similar Trial (Aquatics or Clerical Community Recreation Services), the following section of Letter of Understanding #14 shall be null and void:
 - “Either party may terminate the operation of this agreement by providing the other with thirty (30) days written notice.”

Nothing in this letter or in the bargaining discussions is intended to limit staffing provisions enshrined in the terms of the Collective Agreement and by practice. The City specifically, but with no intention of limitation, retains its rights under Letter of Understanding #2.

For the City:

“Nicola Webb”

“March 19, 2013”

Date

For the Union:

“Jean Kilby”

“March 19, 2013”

Date

LETTER OF UNDERSTANDING #16

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

Re: Self-Directed Hours – Accounting Services Division

For this collective agreement, the parties agree that in the Accounting Services Division of the Finance and Technology 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

Payroll Technician
Payroll Coordinator

2. The employees 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 a one hundred and forty (140) hour, four (4) 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 one hundred and forty (140) hours for the four (4) 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 Supervisor.
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.
7. Upon mutual agreement between the responsible 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.

For the City:

“John Dominato”

“Jeff Marwick”

Date

“November 9, 2000”

For the Union:

“Margaret Krenus”

“Laurie Larsen”

Date

“Nov. 9, 2000”

**Updated in 2012 Collective Bargaining
Formerly LOU #21**

LETTER OF UNDERSTANDING #17
BETWEEN
THE CITY OF SURREY
AND
CUPE, LOCAL 402

Re: Self-Directed Hours of Work – Engineering Operations

For this Collective Agreement, the parties agree that in the Operations Division of the Engineering 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
Clerk Typist Trainee
Clerk Typist 2
Clerk Typist 3
Accounting Clerk 1
2. The employees 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 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. Revisions will be discussed and jointly agreed to prior to implementation on an annual basis.
4. The employee will be paid in accordance with Schedule 'A' and be prorated from a thirty-five (35) hour work week to a forty (40) hour work week. Should an employee opt-out, their rate of pay will revert back to Schedule 'A' as per the collective agreement.
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. Either party may terminate the provisions of this Letter of Understanding by providing thirty (30) days written notice to the other.
7. 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:

“Jeff Marwick”

“John Dominato”

Date

“November 9, 2000”

Signed on Behalf of the Union:

“Laurie Larsen”

“Margaret Krenus”

“November 9, 2000”

**Updated in 2012 Collective Bargaining
Formerly LOU #17**

LETTER OF UNDERSTANDING #18

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

Re: Self-Directed Hours – Survey Section

For the term of this collective agreement, the parties agree that in the Survey Section of the Engineering 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
 - Surveyor 1
 - Surveyor 2
 - Surveyor 3
 - Survey Assistant
2. The employees 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. All staff in the Survey Section will need to participate in the self-directed work hours plan because of the need to work in crews and have flexible crew options.
3. The criteria for the use of the self-directed hours will be discussed and jointly agreed between the survey crews and the management supervisor prior to commencement. Ongoing revisions will be discussed and jointly agreed to prior to implementation.
4. The Union will, upon request, be provided with a written record of the hours worked by each employee during the work cycle.
5. The employee may work up to twelve (12) hours a day and may work in excess of thirty-seven and a half (37.5) hours per week without receiving payment for overtime. Overtime will be paid for hours worked in excess of 450 hours for the twelve (12) week cycle.
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 twelve (12) week cycle.
7. Overtime will 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.
8. 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.
9. 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.

10. 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.
11. Either party may terminate the provisions of this Letter of Understanding by providing thirty (30) days written notice to the other.
12. 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.

For the City:

"Brian Merryweather"

Brian Merryweather

"Jeff Marwick"

Jeff Marwick

"Terry Naylor"

Terry Naylor

"September 12, 2001"

Date

For the Union:

"Laurie Larsen"

Laurie Larsen

"Jeannie Kilby"

Jeannie Kilby

"September 12, 2001"

Date

Formerly LOU #23

LETTER OF UNDERSTANDING #19

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

Re: Eleven hours and 24 minute Shifts – RCMP Cells Section

For the term of this collective agreement, the parties agree that for employees of the Cells Section of RCMP Support Services, the provisions of the Collective Agreement will be varied under Article 9.7, without prejudice and without precedent to the rights of either party, as follows:

- 1) Eleven hours and 24 minutes consecutively worked, exclusive of a 40 minute unpaid lunch break and two ten (10) minute paid rest periods, shall constitute a shift.
- 2) Four (4) consecutive days worked followed by four (4) consecutive days off shall constitute a week.
- 3) Overtime will be paid for hours worked beyond eleven hours and 24 minutes per day or forty-five (45) hours and 36 minutes per week, at time and one-half (1 ½) the regular hourly rate for the first two (2) hours of overtime in any day or week and double the regular hourly rate for any overtime thereafter.
- 4) All benefit entitlements expressed in days in the collective agreement (for example, vacation, sick leave and general holidays) are understood to be the hours equivalent to a standard working day (8 hours), and will be scheduled and used in hours, based on the actual length of the work day (11 hours and 24 minutes) with the exception of general holidays.

Regular full-time employees scheduled to work on a general 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 general holiday will receive pay for the general holiday in accordance with the Collective Agreement (8 hours).

- 5) Upon expiration, on December 31, 2011, 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.
- 6) Either party may terminate the provisions of this 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.
- 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.

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

For the City:

"Brian Merryweather"
Brian Merryweather

"Jeff Marwick"
Jeff Marwick

"Keith Robinson"
Keith Robinson

"February 22, 2002"
Date

For the Union:

"Laurie Larsen"
Laurie Larsen

"Jeannie Kilby"
Jeannie Kilby

"February 22, 2003"
Date

**Updated in 2012 Collective Bargaining
Formerly LOU #24**

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)

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

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:

"Jeff Marwick"

"Owen Croy"

DATE

"May 8, 2002"

SIGNED ON BEHALF OF THE UNION:

"Laurie Larsen"

"Mike DiMassimo"

"April 12, 2002"

Formerly LOU #25

LETTER OF UNDERSTANDING #21

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

Re: Job Sharing

The City and the Union agree that where a Regular Full-Time Employee wishes to share their full-time position, that such Job Sharing agreements be mutually agreed upon using the following principles, PROVIDED HOWEVER, that nothing in this Letter of Understanding shall be construed as altering the existing rights and/or obligations of either party under the Collective Agreement, except as specifically provided herein and that this Job Sharing arrangement is based on a principle of “No Loss, No Gain” to either the Employee, the Union or the City.

I. Definitions

Job sharing is defined as two (2) people sharing the responsibilities of one (1) full-time position with salary and benefits prorated. Each employee of the job sharing arrangement will work in a manner that provides full coverage for the position.

The Holder Employee shall be defined as the employee who holds the full-time position and requests the Job Share arrangement.

The Co-holder Employee is defined as the employee sharing the full-time position and may be either a full-time, regular part-time, auxiliary or temporary employee.

II. General

All Job Sharing arrangements shall be implemented in accordance with the provisions of this Letter of Understanding and subject to approval by the City and the Union.

Once all parties have agreed to the terms and conditions outlined in the Job Sharing arrangement, the Human Resources Department will be responsible for monitoring the Job Sharing arrangement.

III. Procedure

1. A Job Sharing proposal (using the Job Sharing Application form) must be presented by the Holder Employee in writing to their Manager, the Human Resources Department and the Union. In the event that a Co-holder cannot be found to job share, Human Resources shall post an “expression of interest” to find someone suitable.

Each request will be considered on its own merits. A completed Job Sharing Application form shall include the following:

- a) Information with respect to the qualifications and experience of each of the proposed employees.
- b) Detailed outline of how the proposed arrangement will ensure that the work is efficiently and effectively performed as though there were only one (1) occupant in the position.
- c) Detailed description of how the duties and functions of the position shall be shared.

- d) How the workload priorities will be determined on an ongoing basis.
 - e) Procedures to be utilized to ensure there is effective communication between each employee and their Manager.
 - f) A proposed work schedule.
 - g) Proposed coverage plan for leave of absences – e.g. vacation, illness, etc.
 - h) Proposed length of the agreement (minimum six (6) months to maximum one (1) year) including the trial period.
- 2. The Co-holder contemplating the position must meet the requirements as per Article 10.2 of the Collective Agreement.
 - 3. Where the Job Sharing arrangement is approved by the City and the Union, the Division Manager shall provide each affected employee with a letter of confirmation of the Job Sharing arrangement outlining the terms and conditions.
 - 4. Where an employee's request is denied by the City, the Union may request a meeting with the Division Manager and the Manager, Human Resources (or designate).

IV. Duration

- (a) Each Job Sharing arrangement shall be for a maximum period of one (1) year unless extended by mutual agreement between the City and the Union.
- 2. The regular daily and weekly hours of the position shall remain unchanged as a result of the Job Sharing arrangement unless otherwise varied by the terms and conditions as provided by the letter referenced to in Section III – Procedure, Paragraph 3 above.
 - 3. The Job Sharing Weekly Schedule for the Holder Employee shall be two (2) days in the first week, being Thursday/Friday and the same individual to work three (3) days the second scheduled week, being Monday/Tuesday/ Wednesday. The Co-holder Employee to work the reverse of the above-noted schedule. Amendments to this schedule will be considered by mutual agreement at the time of application. All splits must be full days.
 - 4. If the Co-holder is a full-time employee, their full-time position shall be filled on a temporary basis for the duration of the Job Share arrangement.
 - 5. A Job Sharing arrangement may be terminated earlier than initially agreed to by the City, the Union, the Holder Employee or Co-holder Employee provided that thirty (30) calendar days written notice has been served to the other parties. Employees temporarily appointed to a position arising out of a Job Sharing arrangement shall be advised at the time of their temporary appointment that their term in the temporary position could be cut short as a result of an early cancellation of the Job Share arrangement.

6. Upon the expiry or termination of the Job Sharing arrangement:

- (b) The Holder Employee shall revert back to their former full-time position. Should the Holder Employee decline reverting back to their former full-time position, the Holder Employee will be considered to have resigned and the original full-time position shall be posted.
- (c) The Co-holder Employee will:
 - i) If the Co-holder is either a regular full-time or a regular part-time employee, the Co-holder Employee will revert back to their former position.
 - ii) If the Co-holder is either an auxiliary or temporary employees, the Co-holder shall retain their status as an auxiliary or temporary employee. If no auxiliary or temporary position is available, then the Co-holder Employee will be considered to be laid off.

V. Trial Period

In order to provide a reasonable timeframe in which to examine the suitability of each Job Sharing arrangement, each Job Sharing arrangement will be considered for a trial period of six (6) months.

During the six (6) month trial period of each Job Sharing arrangement, any vacancy created through the process, will be filled on a temporary basis. Any affected full-time position will remain a full-time position for the duration.

VI. Employee Status

A Regular Full-Time Employee in a Job Sharing arrangement shall retain and accrue their seniority through the duration of the Job Sharing arrangement. Such an employee shall be entitled to apply for positions as a Regular Full-Time Employee and to use seniority for all applicable purposes including layoff, bumping and recall. Regular Part-Time Employees shall accumulate seniority based on hours worked.

VII. Wages & Benefits

The general principles with respect to wage rates, employee benefit entitlements and premium payments for Regular Full-Time Employees in Job Sharing arrangements are as follows:

- (d) Wages shall be paid in accordance with the ratio that the employee's scheduled weekly hours bears to the full-time hours of the position being shared.
- (e) Paid leave benefits, such as Vacation, General Holidays and Sick Leave, shall be earned on a proportionate basis in accordance with the ratio that the employee's scheduled weekly hours bears to the full-time hours of the position being shared. If absences occur due to illness, vacation or other approved leaves of absence, it is expected that the other employee will cover the period of absence *wherever possible*. In these instances, the regular rate of pay shall be paid for all hours as though the position were full-time regular.

- (f) ©Any hours worked in excess of the scheduled workday or the scheduled workweek shall be paid at the appropriate overtime rate. As part of the Job Sharing arrangement, each employee shall work the equivalent of a full-time employee scheduled workday or workweek before overtime rates are paid.
- (g) The employee's share of the premium payments for benefits, such as Medical, Extended Health, Dental and Group Life, shall increase proportionately as the number of scheduled weekly hours decrease in relation to the full-time hours of the position being shared. The City's share of benefit premiums and F.T.E. cost will not exceed the total cost normally incurred for one (1) regular full-time position.

VIII. Vacation Entitlement & Public Holidays

The employee's annual vacation entitlement and public holiday entitlement shall be earned on a proportionate basis in accordance with the ratio that the employee's scheduled weekly hours bears to the full-time hours of the position being shared.

IX Sick Leave

For the period of the Job Sharing arrangement, the employee shall have sick leave credited on a prorated basis, calculated on the same proportionate basis as the employee's new scheduled hours bears to the full-time hours of the position being shared.

X Municipal Pension Plan

Where an employee is contributing to the Municipal Pension Plan and enters Job Sharing arrangement, the employee shall be required to continue making contributions toward the Municipal Pension Plan. The cost sharing arrangement shall continue on the same percentage basis applied to the reduced earnings. Pensionable service will be accrued on a prorated basis.

XI Increments

A Regular Full-Time Employee sharing a position shall be eligible for increments upon the completion of the equivalent period of service applicable to a Regular Full-Time Employee in a similar classified position.

XII Regular Part-Time, Auxiliary and Temporary Employees

Regular Part-Time, Auxiliary and Temporary Employees sharing a portion of a Regular Full-Time position as a result of a Job Sharing arrangement shall retain their status as a Regular Part-Time, Auxiliary or Temporary Employee while Job Sharing and shall continue to be treated in accordance with the applicable provisions of the Collective Agreement.

XIII Termination of Letter of Understanding

Either party may cancel this Letter of Understanding by providing at least thirty (30) calendar days' written notice to the other party. Notwithstanding such cancellation, all Job Sharing arrangements in effect at the time of cancellation shall continue under the individual terms agreed upon.

Signed this _____ day of _____, 2003

SIGNED ON BEHALF OF THE CITY:

SIGNED ON BEHALF OF THE UNION:

“”

“”

“”

“”

DATE

“”

“”

LETTER OF UNDERSTANDING #22

- between –
The City of Surrey
- and –
CUPE Local 402

Re: Ten (10) Hour Shifts – RCMP Records Section

For the term of this collective agreement, the parties agree that for certain employees of the Records Section of the RCMP Detachment, in the classifications below, the provisions of the Collective Agreement will be varied on a trial basis under Article 9.7, without prejudice and without precedent to the rights of either party, as follows:

1) Classifications:

Records Clerk 2
Records Clerk 3
Records Clerk 4
Audit Reviewer
Records Team Supervisor

**Excluding: Records Clerk 2 working in the Mailroom, and Records Clerk 4 – Insurance.*

- 2) Ten (10) consecutive hours worked, exclusive of a one-half (1/2) hour unpaid lunch break, shall constitute a shift.
- 3) Four (4) consecutive days worked followed by four (4) consecutive days off shall constitute a week.
- 4) Overtime will be paid for hours worked beyond 10 (ten) hours per day or forty (40) hours per week, at time and one-half (1 ½) the regular hourly rate for the first two (2) hours of overtime in any day or week and double the regular hourly rate for any overtime thereafter.
- 5) All benefit entitlements expressed in days in the collective agreement (for example, 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) during the trial period, with the exception of general holidays.

Regular full-time employees scheduled to work on a general 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 general holiday will receive pay for the general holiday in accordance with the Collective Agreement (7 hours).

- 6) 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.
- 7) Either party may terminate the provisions of this 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.

- 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.

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

For the City:

For the Union:

“Jeff Marwick”

“Laurie Larsen”

“April 28/04”

“April 28/04”

Date

Date

Classifications identified under Section 1) may change by mutual agreement.

**Updated in 2012 Collective Agreement
Formerly LOU #28**

LETTER OF UNDERSTANDING #23

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

Re: Shift Schedule - RCMP Victim Services Unit

Effective September 3, 2011 and for the term of this Collective Agreement, the parties agree that for the employees of the Victim Services Section of the RCMP Detachment, 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 Victim Services Case Worker.

2. Shift Schedule (per attachment)

Shift 1:

Victim Service Case Workers assigned to Lines 1, 2, 3 and 5 will rotate through three different shift rotations. Each shift rotation will be two (2) months in duration:

- (a) Employees will work a nine (9) hour shift, inclusive of a one (1) hour unpaid lunch break and two ten (10) minute paid rest periods.
- (b) Employees will work an eleven (11) hour shift, inclusive of a one (1) hour unpaid lunch break and two ten (10) minute paid rest periods.
- (c) Employees will work a twelve (12) hour shift, inclusive of a forty (40) minute unpaid lunch break and two ten (10) minute rest periods.

Shift 2:

Victim Services Case Workers assigned to Lines 4, 6 and 7 will work a twelve (12) hour shift, inclusive of a forty (40) minute unpaid lunch break and two ten (10) minute rest periods.

3. Overtime

When working the nine (9) hour shift, employees shall be paid overtime for time worked beyond nine (9) hours per day or forty (40) hours per week.

When working the eleven (11) hour shift, employees shall be paid overtime for time worked beyond eleven (11) hours per day or forty (40) hours per week.

When working the twelve (12) hour shift, employees will be paid overtime for time worked beyond twelve (12) hours per day or forty five point six (45.6) hours per week.

Overtime will be paid at time and one-half (1 ½) the regular hourly rate for the first two (2) hours of overtime in any day or week and double the regular hourly rate for any overtime thereafter.

4. Shift Differential

Shift differential shall be paid as per Article 9, Section 7 of the Collective Agreement.

5. Vacation and Sick Leave

All benefit entitlements expressed in days in the Collective Agreement (for example, vacation and sick leave) are understood to be the hours equivalent to a standard working day (8 hours), and will be scheduled and used in hours, based on the actual length of the shift worked.

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. Article 5.1 and 5.2 apply to Regular full-time employees who are not scheduled to work on the statutory holiday.

7. Term of Agreement

Upon expiration, on December 31, 2011, 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 2nd day of November, 2011

SIGNED ON BEHALF OF THE CITY:

SIGNED ON BEHALF OF THE UNION:

"Johan Brand"

Johan Brand

""

"Jean Kilby"

Jean Kilby

""

DATE

""November 2, 2011

""November 2, 2011""

**Updated in 2012 Collective Agreement
Formerly LOU #28**

LETTER OF UNDERSTANDING #24

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

Re: Counsellors & Coordinators -RCMP Community Justice Section

For the term of this collective agreement, the parties agree that for the employees of the Community Justice Section of the RCMP Detachment, 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. Ten (10) consecutive hours worked, exclusive of a one-half (½) hour unpaid lunch break and two ten (10) minute paid rest periods, shall constitute a day shift. Afternoon shifts shall include lunch in the ten (10) hour shifts, plus shift differential.
2. Overtime rates will apply after ten (10) hours work per shift or forty (40) hours per week, at rates provided in accordance with the Overtime provisions in Article 8.6 (b) of the Collective Agreement.
3. Four (4) consecutive days worked followed by three (3) consecutive days off shall constitute a week.
4. All benefit entitlements expressed in days in the collective agreement (for example, vacation, sick leave and general holidays) are understood to be the hours equivalent to a standard working day (8 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.

Sick leave shall be converted to actual hours.

Regular full-time employees scheduled to work on a general 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 general holiday will receive pay for the general holiday in accordance with the Collective Agreement (8 hours).

5. Shift differential (Article 9.7 of the Collective Agreement) shall only be paid for the actual hours worked on an afternoon/evening shift.
6. Sunday Work Premium (Article 8.8 of the Collective Agreement) shall be paid for the actual hours worked on day/afternoon/evening shifts.
7. Community Justice (Youth Counsellors, Restorative Justice Counsellors, Community Justice Program Coordinators) employees will be listed in Schedule "E" with a six-month probationary period.
8. Upon expiration, on December 31, 2011, 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.
9. Either party may terminate the provisions of this 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.

10. 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.

For the City:

Caren Inkpen

Caren Inkpen

Johan Brand

Johan Brand

“December 14, 2007”

Date

For the Union:

Jean Kilby

Jean Kilby

Laurie Larsen

Laurie Larsen

“December 14, 2007”

Date

**Updated in 2012 Collective Bargaining
Formerly LOU #30**

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

Appendix A
Additional Hourly Pay Rates

Certification	2012	2013	2014	2015
*Additional Mechanic trade	1.20	1.22	1.24	1.26
Auto Electrician	0.90	0.92	0.94	0.96
**Additional non-mechanic trade	0.90	0.92	0.94	0.96
HVAC Air Conditioning	0.72	0.73	0.74	0.75
CVIP Air Brake	0.60	0.61	0.62	0.63
Natural Gas	0.60	0.61	0.62	0.63
Propane	0.60	0.61	0.62	0.63
Air Care	0.58	0.59	0.60	0.61
ABS Brake	0.58	0.59	0.60	0.61
Hydraulic	0.57	0.58	0.59	0.60

*Additional Mechanic Trades:

HD Mechanic	Millwright
Auto Mechanic	Machinist
Commercial Transport	Welder - from Jan 2007
	Pipefitter

**Updated in 2012 Collective Bargaining
Formerly LOU #31**

LETTER OF UNDERSTANDING #26

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

Re: Flex Work Hours Plan – Planning and Development

The parties agree that in the Long Range Planning and Area Planning Sections of the Planning and Development Department, the following positions will be eligible for a voluntary flex work hours plan based on the following criteria and guidelines:

1. Eligible Positions:
 - i. Associate Planner
 - ii. Planner 1
 - iii. Planner 2
 - iv. Senior Planner
 - v. Planning Technician 1
 - vi. Planning Technician 2
 - vii. Planning Technician 3
 - viii. Planning Analyst
2. Employees covered by this Letter of Understanding remain allocated to a standard 35-hour workweek as defined in the Collective Agreement, Hours of Work Article 9.1. “The regular hours of work for inside employees of the City except...,shall be seven (7) hours per day, seven (7:00) A.M. to six (6:00) P.M. with one (1) hour off for lunch, Monday through Friday. It is understood that the City shall have the right to schedule employees to work within any eight (8) hour period between 7:00A.M. and 6:00 P.M....”
3. The Flex Work Hours Plan (the “Plan”) will be implemented on a voluntary basis. The term “voluntary” applies to the employee’s right to decide whether or not to participate. Management will provide each eligible employee with a one-time opportunity to participate. A decision not to participate is binding on the employee. Part time, term, contract and temporary employees will be ineligible to participate in the Plan.
4. Each employee who chooses to participate and the employee’s manager will meet initially to determine work requirements and expectations, and will meet as needed to discuss specific problems, anticipated problems and potential resolutions.
5. The Union will be advised, in a timely manner, in writing of the names, positions, and basic work schedules of employees participating in the Plan. Upon request by the Union, a written record of the hours worked by each employee during the four (4) week work cycle will be provided to the Union.
6. Each employee involved in the Plan will schedule and self manage his/her workload and schedule to meet operational requirements and expectations of their position over a one hundred and forty (140) hour, four (4) week work cycle. The schedule will be developed to align with both pay periods and monthly patterns.
7. The maximum number of hours an employee may work in excess of their regular hours and receive flex work hour credit during a one hundred and forty (14) hour, four (4) week work cycle is seven (7) hours. This work in excess of regular hours must be for legitimate, management approved business needs.

8. The seven (7) hours must be taken as time off, at a mutually agreed (between the employee and manager) time in the next one hundred and forty (140) hour, four (4) week work cycle. The objective is that the employee can earn and bank up to seven hours of overtime to take as flex time off (FTO) in the next month/cycle. The overtime hours translate to FTO hours at a 1 to 1 ratio.
9. Employees are expected to take their breaks and one-hour lunch per the collective agreement. The intent of the Plan is not to work lunch periods to bank hours.
10. The employee cannot bank more than 7 FTO hours in a 4-week cycle and must take the FTO hours in the subsequent four (4) week work cycle. The first 7 hours of overtime worked by a participating employee will be automatically applied to the employee's FTO bank. If the FTO hours are not taken by the employee in the subsequent four (4) week work cycle, the FTO hours will be automatically paid out in first pay period of the next four (4) week work cycle.
11. 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 management approved hours worked in excess of one hundred and forty-seven (147) hours for the four (4) week work 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 such overtime is authorized in advance by the Supervisor.
12. The employee will continue to be paid his/her regular salary bi-weekly, and any overtime pay owed above the 7 FTO hours will be reconciled and paid in the appropriate pay period.
13. 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.
14. 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.
15. Either party may terminate the provisions of this Letter of Understanding by providing thirty (30) days written notice to the other.
16. 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.

For the City:

Nicola Webb

Nicola Webb

Date:

October 20, 2009

For the Union:

Laurie Larsen

Laurie Larsen

Date:

October 20, 2009

Formerly LOU #32

LETTER OF UNDERSTANDING #27

- between –
THEY CITY OF SURREY
- and –
CUPE, LOCAL 402

Re: Self-Directed Hours – Administrative Assistants – Legislative Services

For the 2007 – 2011 Collective Agreement, the parties agree that in the Legislative Services Division, certain classifications of employees designated below will implement a voluntary self-directed work hours plan based on the following criteria and guidelines:

1. Classifications

Administrative Assistants

2. The employees 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 employee will schedule and self manage his/her workload and schedule to meet operational requirements and expectations over a one hundred and forty (140) hour, four (4) week work cycle.
4. 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 one hundred and forty (140) hours for the four (4) week cycle. Where this agreement is silent, overtime will be paid as per the provisions of the Collective Agreement, provided overtime is authorized in advance by the Supervisor.
5. The employee may work no more than two (12) hour shifts per week.
6. Work on a weekend **is not** included in this agreement.
7. 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, and as per the provisions of Article 8.6 € of the Collective Agreement.
8. Upon mutual agreement between the responsible manager and employee, any overtime worked may be banked and scheduled as time off in lieu of overtime payment at a mutually agreeable time, and as per the provisions of Article 8.6 € of the Collective Agreement.
9. 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.
10. 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.

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

12. 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.

For the City:

"C. Inkpen"

"J. Ziraldo"

Date

"June 15, 2009"

For the Union:

"Laurie Larsen"

"J. Kilby"

"June 15, 2009"

Formerly LOU #33

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 (detailed schedule attached), covering a 7 day per week operation. Employees will work the following shifts:

Shift A – 08:00 hrs to 16:00 hrs
Shift B – 09:00 hrs to 17:00 hrs
Shift C – 10:00 hrs to 18:00 hrs
Shift D – 12:00 hrs to 20:00 hrs (summer schedule only)

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

All shifts are inclusive of a one (1) hour unpaid lunch break and two ten (10) minute paid rest periods.

3. Overtime

Employees shall be paid overtime for hours worked in excess of the shifts (A,B,C, D) defined in Section 2. Overtime will be paid at time and one-half (1½) the regular hourly rate for the first two (2) hours of overtime in any day and double the regular hourly rate for any overtime thereafter.

4. Shift Differential

Shift differential (Article 9, Section 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 and New Year's Day) 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 hours).

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

7. Standby

A minimum of one Animal Control Officer who would normally be scheduled to work on Christmas Day and/or New Year's Day shall be placed on Standby, in accordance with Article 8.7, for the duration of their scheduled shift(s) on those days.

8. Term of Agreement

Upon expiration of the current Collective Agreement (2012-2015), 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 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.

Signed this 17th day of May, 2013

SIGNED ON BEHALF OF THE CITY:

"Jas Rehal"

"Joey Brar"

DATE

"May 17, 2013"

SIGNED ON BEHALF OF THE UNION:

"Jean Kilby"

"Darcy McPartlin"

"May 17, 2013"

**Updated in 2012 Collective Bargaining
Formerly LOU #35**

LETTER OF UNDERSTANDING #29

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

Re: Flex Work Hours Plan – ENGINEERING-Traffic Operations Section and Development Services Section

The parties agree that in the Traffic Operations Section and Development Services Section of the Engineering Department, the following positions will be eligible for a voluntary flex work hours plan based on the following criteria and guidelines:

1. Eligible Positions:

Traffic Operations:

Engineering Assistant 4
Engineering Assistant 2

Engineering Assistant 3
Engineering Operations Clerk

Development Services:

Engineering Assistant 4
Engineering Assistant 2

Engineering Assistant 3
Engineering Operations Clerk

2. Employees covered by this Letter of Understanding remain allocated to a standard 35-hour workweek as defined in the Collective Agreement, Hours of Work Article 9.1. “The regular hours of work for inside employees of the City except...,shall be seven (7) hours per day, seven (7:00) A.M. to six (6:00) P.M. with one (1) hour off for lunch, Monday through Friday. It is understood that the City shall have the right to schedule employees to work within any eight (8) hour period between 7:00A.M. and 6:00 P.M....”
3. The Flex Work Hours Plan (the “Plan”) will be implemented on a voluntary basis. The term “voluntary” applies to the employee’s right to decide whether or not to participate. Management will provide each eligible employee with a one-time opportunity to participate. A decision not to participate is binding on the employee. Part time, term, contract and temporary employees will be ineligible to participate in the Plan.
4. Each employee who chooses to participate and the employee’s manager will meet initially to determine work requirements and expectations, and will meet as needed to discuss specific problems, anticipated problems and potential resolutions.
5. The Union will be advised, in a timely manner, in writing of the names, positions, and basic work schedules of employees participating in the Plan. Upon request by the Union, a written record of the hours worked by each employee during the four (4) week work cycle will be provided to the Union.
6. Each employee involved in the Plan will schedule and self manage his/her workload and schedule to meet operational requirements and expectations of their position over a one hundred and forty (140) hour, four (4) week work cycle. The schedule will be developed to align with both pay periods and monthly patterns.
7. The maximum number of hours an employee may work in excess of their regular hours and receive flex work hour credit during a one hundred and forty (14) hour, four (4) week work cycle is seven (7) hours. This work in excess of regular hours must be for legitimate, management approved business needs.

8. The seven (7) hours must be taken as time off, at a mutually agreed (between the employee and manager) time in the next one hundred and forty (140) hour, four (4) week work cycle. The objective is that the employee can earn and bank up to seven hours of overtime to take as flex time off (FTO) in the next month/cycle. The overtime hours translate to FTO hours at a 1 to 1 ratio.
9. Employees are expected to take their breaks and one-hour lunch per the collective agreement. The intent of the Plan is not to work lunch periods to bank hours.
10. The employee cannot bank more than 7 FTO hours in a 4-week cycle and must take the FTO hours in the subsequent four (4) week work cycle. The first 7 hours of overtime worked by a participating employee will be automatically applied to the employee's FTO bank. If the FTO hours are not taken by the employee in the subsequent four (4) week work cycle, the FTO hours will be automatically paid out in first pay period of the next four (4) week work cycle.
11. 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 management approved hours worked in excess of one hundred and forty-seven (147) hours for the four (4) week work 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 such overtime is authorized in advance by the Supervisor.
12. The employee will continue to be paid his/her regular salary bi-weekly, and any overtime pay owed above the 7 FTO hours will be reconciled and paid in the appropriate pay period.
13. 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.
14. 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.
15. Either party may terminate the provisions of this Letter of Understanding by providing thirty (30) days written notice to the other.
16. 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.

For the City:

"Nicola Webb"

Nicola Webb

Date:

November 18, 2009

For the Union:

"Laurie Larsen"

Laurie Larsen

Date:

November 18, 2009

**Updated in 2012 Collective Bargaining
Formerly LOU #36**

LETTER OF UNDERSTANDING # 30

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

Re: Compensation Plan for Employees in Building or Plumbing Inspector Mentorship Programs

The parties agree to establish a compensation plan for employees enrolled in Building or Plumbing Inspector Mentorship Programs (hereafter referred to as “Program”).

The parties agree this Letter of Understanding is on a without prejudice and without precedent basis.

Definitions:

Inspector 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 Building Inspector 1 or Plumbing Inspector 1 classifications through a mentoring relationship with an experienced Inspector.

General:

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

1. Fully qualified employees that are expected to perform the full scope of the Building Inspector 1 or Plumbing Inspector 1 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 Building Inspector 1 or Plumbing Inspector 1 vacancies 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 Building Inspector 1 or Plumbing Inspector 1 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
Completion of 1 st quarter	85% of rate
Completion of 2 nd quarter	90% of rate
Completion of 3 rd quarter	95% of rate

6. 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.

7. This Letter of Understanding shall continue in force until December 31, 2011 and shall remain in force thereafter until either party serves 30 days written notice to cancel it.

For the City:

“Jean Lamontagne”

“Joey Brar”

Date

“April 15, 2010”

For the Union:

“Laurie Larsen”

Date

“April 15, 2010”

Formerly LOU #38

LETTER OF UNDERSTANDING #31

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

RE: Court Liaison Officer Schedule

This letter is to establish work practices, policies and scheduling for implementing a 43 hour work week for Court Liaison Officers. The attached schedule outlines a 4 on 4 off rotation.

1. Application

This agreement applies to 6 (six) regular full time staff. Should the City utilize auxiliary employees, they will also fall under the arrangements within this Letter of Understanding.

2. Shift Schedule

The shift schedule, which is known as “four on and four off”, shall be worked as per the attached schedule (Appendix 1). One work shift shall span eleven and three quarter consecutive hours ($11\frac{3}{4}$), inclusive of a one hour (1) unpaid lunch break, and two ten (10) minute paid rest periods.

The City will review the schedule on a monthly basis and reserves the right to make changes to meet business requirements. If changes to the schedule are required, the City will provide notice to employees as per the collective agreement (Article 9.1a).

3. Vacations

Vacations allotment will be credited by length of shift worked (for example $10\frac{3}{4}$), therefore vacations converted from days to hours and will be taken on that basis. Example – 3 weeks’ vacation is equal to 15 days, 112.5 hours (15 days x 7.5 hours = 112.5 hours). 112.5 hours divided by $10\frac{3}{4}$ hours per shift equals an allotment of 10.50 shifts.

4. Sick Leave

Sick leave usage shall be as per length of shift.
Example: Sick Leave usage will be coded per 10.75 hours.

5. Sick Leave Pay Out

Sick Leave pay out shall be paid out on a 7.5 hour day basis, same as sick leave. Employees shall be credited with 3 days x 7.5 hours or 22.5 hours per year where no illnesses occurred.

6. Overtime

Overtime rates shall apply after 10.75 hours work per shift or 43 hours per week.

7. Statutory Holidays

In accordance with the Collective Agreement, Statutory Holidays will be calculated on actual hours worked on the Statutory Holiday. Example: A shift from 6 a.m. to 5:45 p.m. on the Statutory Holiday – all hours will be paid on a Statutory Holiday pay basis.

Statutory Holidays must be taken within a 120 day period of its occurrence and can be taken off in blocks on no more than a maximum of two (2) at a time. Statutory holiday credit will be in

accordance with the Collective Agreement that is seven and one-half hours per statutory holiday. All statutory holidays must be taken by December 31.

Any differential between hours worked and salary paid shall be adjusted upon review of LOU.

This Letter of Understanding shall continue in force until December 31, 2011 and shall remain in force thereafter until either party serves 30 days written notice to cancel it.

The Department may end the application of this Letter of Understanding to an individual employee (s) in the designated classifications by providing thirty (30) days written notice to the affected employee (s).

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.

For the City:

"Johan Brand"

"Joey Brar"

Date

"October 20, 2010"

For the Union:

"Laurie Larsen"

Date

"October 20, 2010"

Formerly LOU #39

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 18 hour day and seven day week coverage to the operation of Clerk 3 (**Inventory Clerk**), the provisions of the Collective Agreement will be varied ~~on~~ under Article 9, section 7, 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 Clerk 3 (Inventory Clerk).

2. Shift Schedule

The Clerk 3 – Inventory Clerk will work a non-standard shift schedule, 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 shall be applied as per Article 9, Section 7 of the Collective Agreement.

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, 2011, 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.

For the City:

"Shiri Narayan"

Shiri Narayan

"Anita Sanghera"

Anita Sanghera

DATE:

"March 16, 2011"

For the Union:

"Robin MacNair"

Robin MacNair

"March 16, 2011"

Formerly LOU #41

LETTER OF UNDERSTANDING #33

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

Re: Engineering Inspector Mentorship Program

The parties agree to establish an Engineering Inspector Mentorship Program (hereafter referred to as “Program”).

This Letter of Understanding is on a Without Prejudice and Without Precedent basis to the rights of either party.

Definition:

Engineering Inspector Mentorship Program: A full-time six (6) month program in the Engineering Department that enables employees that are not fully qualified to learn the duties of the Engineering Inspector 1 job classification through a mentoring relationship with a Manager and/or an experienced Inspector.

General:

The following conditions apply to employees enrolled in the Program:

1. To be eligible for selection into the Program, in addition to Grade 12 or equivalent, candidates must have completed the following requirements:
 - (a) Technical training and completion of:
 - Introduction to Public Works Operations (PUBW 1001)
 - Municipal Plan Reading (PUBW 1141)
 - Applicable City of Surrey workshops/seminars (e.g. Dealing with Difficult People)

OR:

- (b) Technical training and completion of:
 - Public Works Inspection (PUBW 4550)
 - Soil Mechanics 1 (CIVL 2140)
 - Asphalt Technology (CIVL 2124)
 - Concrete Technology (CIVL 2023)

OR:

- (c) Eligibility for Certification by ASTTBC as a Certified Public Works Inspector Level 1 (CPWI 1)

AND:

Minimum two (2) years of field work and/or related work experience.

2. While in the Program, employees must successfully complete the Public Works Inspection (PUBW 4550) course. The City will pay for the course and its required materials and employees will attend course sessions on personal time.
3. Employees that are deemed unsuitable to remain in the Program will return to the position they occupied prior to selection into the Program. Suitability to remain in the Program will be determined by the Manager.

4. Employees that successfully complete the Program will be deemed to have met the minimum Education and Experience qualifications detailed in the Engineering Inspector 1 job class specification and will be able to compete on future vacancies.
5. Upon completing the Program, employees will return to the positions they occupied prior to selection into the Program.
6. Time spent in the Program will count towards salary progression in the position the employee occupied prior to selection into the Program.
7. For the duration of the Program, employees will be paid at Step 1 of the Engineering Inspector 1 pay scale.
8. Employees that have completed the Program and are selected for future Engineering Inspector 1 positions shall start at a minimum of Step 2 in the Engineering Inspector 1 pay range.

Signatures:

For City of Surrey:

Joey Brar

Sam Lau

Gurinder Kang

Date:

February 20, 2013

For CUPE, Local 402:

Jean Kilby

Darcy McPartlin

Date:

February 20, 2013

Formerly LOU #43

LETTER OF UNDERSTANDING #34

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

REPLACES FORMER LETTERS OF UNDERSTANDING #34 AND #37

Re: Compensation for Co-op and Technical Students

The parties agree to establish a compensation plan for students hired through a Co-op placement, from a recognized educational institution, or enrolled in a related Technical diploma, Baccalaureate program or Master's program from a recognized educational institution. The parties agree this letter of understanding is on a without prejudice and without precedent basis.

Definitions:

Co-op Placement Student: Student registered as a full-time participant in a Co-op placement program from a recognized educational institution. The program typically has a technical focus and the work experience supplements the student's educational training.

Technical Student: Student enrolled in an on-going program (degree or diploma), from a recognized educational institution, in a technical field related to engineering, the sciences, planning, environment, etc.

General:

The following general conditions apply to the Compensation Plan for Co-op and Technical students:

1. The student would be hired on a Temporary Full-time basis.
2. The Union will be advised of length of term of employment for Co-op student or Technical student.
3. The job classification the student will be nominally assigned to will be the job that best matches the majority of the required duties and with relationship to the technical field of study at the entry level of the technical field (e.g. engineering coop commencing as an Engineering Assistant 1).
4. Co-op placements and/or Technical students shall be paid no less than eighty percent (80%) of step one of the rate of pay for the job classification to which they are nominally assigned.
5. Students returning for consecutive terms of employment in the same job classification, shall progress through the compensation rates as outlined in the table below.
6. Both parties agree that if an employee does the full scope of the role and meets the minimum qualifications stated on the Class Specification, they would not fall under the Co-op/Technical Student Compensation plan.
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. Either party may terminate the provisions of this Letter of Understanding by providing thirty (30) days written notice to the other.

Compensation Table

Progression Terms	% of Rate to Job Classification
Completion of 1 st year education program	80% of rate
Completion of 2 nd year education program	85% of rate
Completion of 3 rd year education program	90% of rate

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.

FOR THE CITY:

Nicola Webb

FOR THE UNION:

Jean Kilby

DATE:

March 19, 2013

March 19, 2013

LETTER OF UNDERSTANDING #35

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

REPLACES FORMER LETTERS OF UNDERSTANDING #11 AND #12

Re: Ten (10) Hour Shifts – Outside Operations

In an effort to improve service to the public, to provide a more cost effective service and to meet the lifestyle needs of employees, the provisions of the Collective Agreement will be specifically varied under Article 9, Section 7, without prejudice and without precedent to the rights of either party, as follows:

- (1) Based on operational needs, a modified work week schedule shall apply on a voluntary basis only to regular full time employees in Outside Operations.
- (2) Ten (10) consecutive hours worked, exclusive of a one-half (1/2) hour lunch break, shall constitute a shift. Afternoon shifts include lunch in the 10 hours plus shift differential.
- (3) Four (4) consecutive days worked followed by three (3) consecutive days off shall constitute a week.
- (4) Overtime will be paid for hours worked beyond ten (10) hours per day or 40 hours per week, at rates provided in accordance with the Overtime provisions in Article 8, Section 6 (b) of the Collective Agreement.
- (5) All benefit entitlements expressed in days in the collective agreement (for example, vacation, sick leave and general holidays) are understood to be the hours equivalent to a standard working day (8 hours), and will be scheduled and used in hours, based on the actual length of the work day (10 hours) during the trial period, with the exception of general holidays.

Regular full-time employees scheduled to work on a general holiday will be paid in accordance with the provisions of Article 8, Section 6(b) of the Collective Agreement for the actual hours worked.

Regular full-time employees who are not scheduled to work on the general holiday will receive pay for the general holiday in accordance with the Collective Agreement (8 hours). Notwithstanding paragraph 4, above, or Article 9, Section 3 of the Collective Agreement, the remaining two (2) hours of the work week shall be worked on the remaining days of the week in which the general holiday falls at the option of the individual or crew, as applicable.

- (6) In the event that a crew member's election not to participate in the program creates operational difficulties in assigning that individual to alternate work, including alternate work at a comparable level, the parties will meet to attempt to resolve the issue.
- (7) Either party may terminate the provisions of this 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.
- (8) 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.

- (9) 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.

FOR THE CITY:

Nicola Webb

FOR THE UNION:

Jean Kilby

DATE:

March 19, 2013

March 19, 2013

LETTER OF UNDERSTANDING #36

between
THE CITY OF SURREY
And
CUPE LOCAL 402

Re: Auxiliary Seniority - RCMP Support Services

The City of Surrey and CUPE, Local 402, agree to the following:

Auxiliary Employee Seniority for Job Posting – on July 16, 2008, the City agreed to implement auxiliary employee seniority for job posting with the following elements:

- Jobs eligible for this practice are only those posted, regular CUPE roles (full and part-time) with the RCMP Support Services Division.
- To be eligible to apply with seniority on a job posting, an auxiliary employee (as defined in the Collective Agreement) must have 1000 hours of consecutive service.
- This Letter of Understanding applies to auxiliary employees employed in any City department that are represented by CUPE Local 402.
- For the purpose of this Letter of Understanding, consecutive service occurs if an auxiliary employee has worked at least one hour in a 12-month period for the City. If an employee has not worked for the City in a 12-month period and was not on an approved leave (e.g. maternity/parental leave), then all previous service (hours worked) will be lost for the purposes of this Letter of Understanding.
- Seniority for the purposes of this Letter of Understanding will be determined by hours worked, with 1 hour worked earning 1 hour of seniority.
- This Letter of Understanding does not apply to temporary employees, term employees, summer students, project employees or clerk/typist trainees.
- Auxiliary employees who successfully move to a regular job will be required to serve a probationary period as a new employee per the Collective Agreement.
- Auxiliary employees placed in a regular job are not eligible for a trial period as described in the Collective Agreement.
- If an auxiliary employee is unsuccessful (either through personal choice or failure to complete probation) in a regular position posted under this Letter of Understanding, the City will not guarantee re-employment as an auxiliary employee. However, the City will make best efforts to identify a placement.
- The RCMP Support Service Division Auxiliary Employee Job Seniority for Posting practice can be modified through mutual agreement of the parties. The City is making no commitment to expand the practice to other departments.
- The City acknowledges the Union's desire to expand the "RCMP Practice" to other City departments over time.

Nothing in this Agreement is intended to modify or amend the Parties existing rights and obligations under the Collective Agreement, except as it pertains to job posting seniority for auxiliary employees.

FOR THE CITY:

Nicola Webb

FOR THE UNION:

Jean Kilby

DATE:

March 19, 2013

March 19, 2013

LETTER OF UNDERSTANDING #37

between
THE CITY OF SURREY
and
CUPE, LOCAL 402

Re: Step 1 Hiring

The City will have the right to place new employees upon hire at what it determines to be the most appropriate step in the relevant pay grade. The City will provide the Union with written notification of any employee hired above Step 1 of the relevant pay grade. The City will not utilize Step 4 of the relevant pay grade. However, employees hired at Step 3 of the relevant pay grade may progress to Step 4 within 3 months of their hire date at the discretion of Management.

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

FOR THE CITY:

Nicola Webb

FOR THE UNION:

Jean Kilby

DATE:

March 19, 2013

March 19, 2013

LETTER OF UNDERSTANDING #38

between
THE CITY OF SURREY
and
CUPE, LOCAL 402

Re: New City Hall Staff Parking

In summary of the City's presentation to the Union on June 14, 2012 with respect to staff parking at the New City Hall, and inclusive of subsequent discussions with the Union, the City can confirm the following:

Staff parking at the New City Hall and the North Surrey Recreation Centre will become a paid parking model commencing in 2013. The City is not responsible for how employees manage their commute to and from the workplace, nor is it responsible for guaranteeing parking at a work site.

The specific decision to provide paid staff parking is determined by the City, and is related to local area parking standards, Canada Revenue Agency definitions, and the availability of parking and transportation options for staff. The City will discuss the implementation of paid staff parking with the Union in advance of implementation of such a paid parking model in a City work location.

With respect to parking at the New City Hall, employees who are required to provide their personal vehicle as a condition of their job will not be required to pay for work related parking.

The City will provide employee paid, scramble workplace parking for staff impacted by the opening of the New City Hall. Staff parking rates are determined by the City, in consideration of street parking fees and private/public sector parking lot fees for the geographic region, as determined by periodic surveys.

Specific to New City Hall staff parking (including the North Surrey Recreation Centre staff parking), the initial staff parking rate(s) were determined using the criteria above. Staff paid parking rates have been set on a monthly basis. Staff will have the periodic and/or annual option of committing to or not committing to paid staff parking at the New City Hall.

The City will periodically increase staff parking rates to reflect increases in Vancouver CPI, increases in Surrey's street parking rates, and/or increases to the local area parking rates. It is anticipated that the first such increase in parking rates will occur in January 2015.

If New City Hall staff opt to participate in the paid staff parking model, they will have the options of:

- **Daily parking** – paid at the public rate for the time required, based on a 'pay as you go model', and no designated parking spot.
- **Monthly Scramble Staff Parking** – monthly staff rate of **\$75 per month**, no designated parking spot (first come first served), Monday to Friday parking coverage during normal business hours, and non-transferrable. The exact payment method will be determined in consultation with the successful parking vendor.
- **Monthly Reserved Staff Parking** – paid at a monthly staff rate of **\$130 per month**, designated parking spot, Monday to Friday parking during normal business hours, and non-transferrable. The exact payment method will be determined in consultation with the successful parking vendor.

Specific Administrative guidelines for the paid staff parking at the New City Hall will be discussed in advance with the Union. Examples of guidelines to be discussed may include payment collection practices (leave of absences, workers compensation absence, sick leave), overtime parking, parking option selection model, registration practices, etc.

The City or its contractor will enforce parking standards in the area. Any tickets, towing costs, etc. incurred by Staff as the result of failure to follow the parking standards, are the responsibility of the staff. The City assumes no liability for vehicles parked in its New City Hall parking structure.

Staff not located at a paid staff parking location, but who are required to visit the location for a City business purpose, may apply for re-imbursement of the parking charges through the City's Travel Expense Reimbursement Process or other means as determined by the City.

Staff are expected to support the parking of local residents/businesses by not seeking unpaid, residential/commercial parking in the geographic area. It is important that the City is viewed as a good neighbour by area residents and businesses.

To facilitate the transition of impacted staff to the paid parking model at the New City Hall, the City will provide eligible staff with the following accommodations:

1. Initial NCH Parking Fee Reduction:

- **Scramble Parking:** Eligible Staff (hired before June 18, 2012, working at the New City Hall or North Surrey Recreation Centre, and pre-registered for NCH Parking), will not be required to pay for scramble parking until the first of the month that is three months after the last full move wave (the City currently estimates that the last move wave will occur in early October 2013, therefore charging for scramble parking for eligible staff will commence on February 1, 2014). Employees hired on or after June 18, 2012 are not eligible for this reduction in fee. **Reserved Parking:** Eligible Staff (hired before June 18, 2012, working at the New City Hall or North Surrey Recreation Centre, and pre-registered for NCH Parking), who prefer reserved parking will receive a \$75 per month reduction in parking fee for the same timeframe as describe under scramble parking. Employees hired on or after June 18, 2012 are not eligible for this reduction.

2. **12 Month Additional NCH Parking Subsidy:** Eligible staff (hired before June 18, 2012, working at the New City Hall or the North Surrey Recreation Centre, and pre-registered for the NCH Parking) will receive a \$35 monthly subsidy for twelve months following the completion of the initial NCH parking fee reduction. (The City estimates the 12-month period will commence on February 1, 2014 and terminate on January 31, 2015). No subsidy will be paid outside the 12 month Additional NCH Parking Subsidy timeframe. To be eligible for this subsidy, a staff member must participate in either the monthly scramble or monthly reserved parking model during the first year of operation of the New City Hall. It will be a taxable benefit. Employees hired on or after June 18, 2012 are not eligible for this subsidy.
3. **Translink Pass Supplement:** The City currently provides a 15% subsidy to regular staff for the Translink Employee Pass Program passes (in addition to the discount provided by Translink). The City reserves its right to review, modify or end this subsidy program with one month's notice. However, for the full period of the "Initial NCH Parking Subsidy" and the "12 month Additional NCH Parking Subsidy" the City will increase its subsidization of the Translink Employee Pass Program (EPP) to a total amount of 30%, for regular employees. It is a taxable benefit.
4. **Transportation Fee Options:** The City commits that during 2013 it will meet with the Union to explore options for expanding transportation subsidies/support to staff to encourage sustainable commuting.
5. **Opportunity for 24/7 Parking:** The City does not anticipate that the NCH Parkade will initially be fully occupied by other paying users. Until the NCH Parkade is more fully utilized, the City will permit NCH and North Surrey Recreation Centre staff, who are registered for NCH Scramble or Reserved parking, to use the NCH Parkade on a 24 hour/7 day per week basis, with the registered vehicle with no additional cost. This supplemental benefit will end when the City

deems that there is sufficient paid parking demand for non-traditional hours (those hours outside of Monday – Friday 7am-6pm). The City will provide impacted staff with 30 days' notice of any change to this practice.

The City recognizes that the introduction of paid staff parking is a new and complex concept for staff. It will work with the Union over the coming months, to develop and implement an effective communication program to ensure staff fully understand staff parking options. It is anticipated that further discussions on paid staff parking will occur and future amendments of this letter may be required.

FOR THE CITY:

Nicola Webb

FOR THE UNION:

Jean Kilby

DATE:

March 19, 2013

March 19, 2013

LETTER OF UNDERSTANDING #39

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

Re: ECE Staff (Early Childhood Education Lead/Co-Lead; Early Childhood Education Assistant; Early Childhood Education Responsible Adult; Early Childhood Education Facilitator)

For the purposes of this Letter of Understanding, the acronym ECE is used to denote 'Early Childhood Education'.

Whereas:

The City's ECE Staff were varied into CUPE, Local 402 on March 1, 2012:

The parties agree that the Collective Agreement applies to the ECE staff except as specifically varied as follows (note: Article and Section references are drawn from the 2007-2011 Collective Agreement):

1. **Article 5, Vacation and General Holidays** - not applicable
2. **Article 6, Employees' Benefits** - not applicable except for Section 6.8, Maternity Leave
3. **Article 7, Working Conditions** - not applicable except for:
 - Section 7.2, Employee Responsibility
 - Section 7.3, Picket Line Protection
 - Section 7.5 (a-d), Changes in Working Conditions and Classifications
 - Section 7.5 (e) Leave of Absence for Union Functions
 - Section 7.5 (f) Leave of Absence for Full-Time Union Duties
 - Section 7.5 (g) Leave of Absence for Public Office Duties
 - Section 7.7, Payment of Salary Increments
 - Section 7.8, Special Service Pay
 - Section 7.9, General Leave of Absence
 - Section 7.11 (a), Job Class Specifications
 - Section 7.11 (b), Changes in Classification
 - Section 7.12, Provisions Regarding Municipal Employees and Mileage Allowance
 - Section 7.13 (a), Education Allowance
4. **Article 8, Wages and Salaries** – Not applicable except for Sections 1 (a), (b) and (d). In addition:
 - (a) 2012-2015 pay rates for ECE Staff per Schedule D.

* **Note:** ECE Leads/Co-Leads at Step 5 of the pay schedule on September 16, 2012, will be red circled at that pay level until such time as the Step 4 pay level and the Step 5 pay level are equivalent or the Step 4 pay level is higher. At that time, the Step 5 pay level will be eliminated and eligible Leads/Co-Leads will be paid at the Step 4 pay level.

Note: The pay rates established for these positions through this bargaining process will not be used as comparators/benchmarks for the City's evaluation methodology for CUPE jobs (current or future).

- (b) Effective September 17, 2012, eligible ECE staff as of date of ratification will be progressed to the Step that they were eligible to progress to at that date per the previous (non-union) definition.

- (c) After September 17, 2012, eligible employees shall progress to the next pay level once they have accumulated 2080 hours subsequent to their last progression date.

5. **Article 9 Hours of Work** - not applicable

Hours of work will vary and employees will be scheduled according to program operational requirements. It is understood that due to the nature of the programs, schedules are subject to cancellation or modification.

Effective with the date of ratification, ECE staff will not be eligible for payment currently most commonly referred to as seasonal planning, seasonal prep or seasonal preparation time.

It should be noted that the current practice of paying 'preparation and safety time' before the start of shift and after the end of the shift will cease effective with the start of the September 2013 ECE session. Effective in September 2013, any requirements for preparation time and safety activities will be included in the scheduled shift time.

If ECE programs require set up or dismantling before or after a school year, with prior managerial approval ECE staff will be paid at the applicable rate for that work. ECE staff may also request additional paid time from their manager for related ECE work/projects.

6. **Article 10 Seniority** - not applicable except for:

Section 1, Probationary Period - all New Hires into an ECE staff position will be subject to a probationary period of 1040 hours.

7. **Article 12, Section 4(c)**

Effective with the date of ratification, the cash settlement rates as described in Article 12, Section 4(c) will apply to ECE staff. The hours of service for the cash settlement rates will be determined by the eligible staff members' continuous service hours with the City. Staff that has broken service (been inactive for periods longer than one (1) year) will not have their previous service counted for the purpose of making this calculation.

FOR THE CITY:

Nicola Webb

FOR THE UNION:

Jean Kilby

DATE:

March 19, 2013

March 19, 2013
