



COLLECTIVE AGREEMENT

BETWEEN

THE CITY OF SURREY

AND

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

2000 – 2002

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COLLECTIVE AGREEMENT
2000 - 2002

THIS AGREEMENT entered this **9th** day of **November 2000**

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 Coordinator
Assistant City Solicitor (2)
Business Development Officers (3)
City Clerk
City Manager
City Solicitor
Co-ordinator Special Events
Deputy City Clerk
Deputy City Solicitor
Legal Assistant 1
Legal Assistant 2
Legal Assistant 3
Motion Picture Liaison
Manager, Administrative & Regulatory Services
Manager, Business Development Division
Manager, Corporate Studies
Manager, Economic Development
Manager, Legislation
Manager, Legislative Projects
Manager, Special Projects
Senior By-law Enforcement Officer

Engineering Department

Administrative Coordinator
Appraisals & Conveyancing Manager
Business Systems & Financial Control Manager
Client Services Coordinator
Contracts & Solid Waste Manager
Data Administrator
Drainage & Environment Manager
Drainage Planning Manager
Environmental Officer
Facilities Construction Foreman
Fleet & Garage Manager
General Manager, Engineering
Inspection Services Manager
Land Development Engineer
Land Development Manager
Lowlands Drainage Engineer
Maintenance & Operations Manager
Manager, Design & Construction
Manager, Facilities
Manager, Land Development
Manager, Operations

Manager, Realty Services
Manager, Support Services
Manager, Transportation
Manager, Utilities & Construction
Project Engineer (4)
Project Land Surveyor (2)
Project Manager (2)
Pumps & Controls Manager
Realty Assets Manager
Realty Solicitor
Roads & Drainage Central Operations Manager
Roads & Drainage Operations North Manager
Roads & Drainage Operations South Manager
Roads & Transportation Engineer
Roads Design & Construction Manager
Sanitary Sewer Operations & Construction
Manager
Senior Facilities Architect
Sewer & Water Planning Manager
Sewer & Water Systems Manager
Survey Manager
Survey Supervisor
Traffic Operations Engineer
Traffic Operations Manager
Transportation Engineer
Uplands Drainage Engineer
Utility Operations Engineer
Water Operations Manager

Finance, Information Technology , and Human Resources Department

Administrative Coordinator
Claims Investigator
General Manager, Finance and Technology
General Manager, Human Resources
Human Resources Advisor (4)
Human Resources Assistant (5)
Internal Auditor/Financial Analyst
Labour Relations Advisor
Manager, Accounting Services
Manager, Budgets
Manager, City Work Management
Manager, Client Support
Manager, Compensation and Benefits

Manager, Employment & Occupational Health and Safety

Manager, Financial Planning & Taxation

Manager, Financial Reporting

Manager, Financial Systems

Manager, Information Technology

Manager, Infrastructure Services

Manager, Integration Planning

Manager, Labour Relations

Manager, Organizational and Staff Development

Manager, Payroll & Accounts Receivable

Manager, Property Taxation

Manager, Purchasing & Payments

Manager, Risk Management

Manager, Special Projects

Manager, Strategic Development

Manager, Support Services

Manager, Taxation and Cash Management

Manager, Technology Deployment

Manager, Telecommunications

Occupational Health Advisor

Safety Advisor

Office of the Mayor

Administrative Coordinator

Legislative Assistant 1

Legislative Assistant 2

Manager Office of the Mayor

Office Assistant

Parks & Recreation & Culture Department

Administrative Coordinator

Business Operations & Support Services

General Manager, Parks, Recreation & Culture

Manager, Arena Operations

Manager, Business Systems & Athletic Field Systems

Manager, Culture, Marketing & Community Development

Manager, Community & Leisure Services

Manager, Community Development Services

Manager, Marketing, Communications & Development

Manager, Park Development Services

Manager, Park Operations, North

Manager, Park Operations, South

Manager, Parks

Manager, Planning, Research & Design

Manager, Urban Forestry & Environmental Services

Section Manager, Community & Leisure Services, Guildford

Section Manager, Community & Leisure Services, Cloverdale

Section Manager, Community & Leisure Services, Fleetwood

Section Manager, Community & Leisure Services, Newton

Section Manager, Community & Leisure Services, North

Section Manager, Community & Leisure Services, South

Section Manager, Community Arts Services

Section Manager, Heritage Services

Planning & Development Department

Administrative Coordinator

Building Engineer (3)

City Architect

General Manager, Planning & Development

Manager, Administration & Special Projects

Manager, Area Planning & Development

Manager, Building Division

Manager, Central Surrey

Manager, Commercial Section

Manager, Electrical Section

Manager, Field Inspections

Manager, Marketing

Manager, North Surrey

Manager, Plumbing Section

Manager, Policy & Long Range Plan

Manager, Residential Section

Manager, South Surrey

RCMP

Administrative Coordinator

Accounting Supervisor

Chief Crime Reader/Analyst

Computer Systems Administrator

Manager, Administrative Services

Manager, OCC

Manager, Support Services – CIB

Manager, Victim Services, RCMP

Strategic Research Policy Advisor

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, **Information Technology** & HR Department
Planning & Development Department
RCMP (Civilian)

Parks, Recreation and **Culture** Division:

Parks Department
Recreation Department
Culture Department

Outside Division:

Engineering Department - Operations
Branch - Public Works Section
Engineering Department - Operations
Branch - Water Utility Operations
Engineering Department - Operations
Branch - Fleet Mechanical Section
Facilities Management Division
Building Maintenance Branch
Finance Department - Purchasing Branch

- 2.4** It is agreed that for the purpose of seniority, the two Departments of Engineering - Public Works Section and Engineering - Equipment Pool Department in the Outside Division shall constitute one (1) unit.

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, Section 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 this Article.

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 General 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.

For the civilian operation of the RCMP, the Officer in Charge will be designated as the General Manager and the Operations Inspector, Administrative Staff Sergeant, Operations Support Inspector and Manager, Administrative Services will be designated as Division Managers for the purpose of hearing grievances.

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 Section 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 General 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 Section 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 this section, 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; Good Friday; Easter Monday; Dominion 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 4% of their total earnings to the date of their termination as provided by the ***Employment Standards Act***.
- (b) In the first (1st) part calendar year of service, vacation pay will be granted on the basis of one-twelfth (1/12) of ten (10) working days for each month or portion of a month greater than one-half (1/2) worked by December 31st, or 4% of the employee's total earnings, whichever is greater. Payment of vacation pay will be made by February 28th in the following year.
- (c) During the second (2nd) and each subsequent calendar year of service, fifteen (15) working days, or 6% of the employee's total earnings for the year, whichever is greater.
- (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 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) Employees who leave the service shall receive either 4%, 6%, 8%, 10% or 12% 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 10, 15, 20, 25 or 30 working days' vacation.
- (h) Calendar year for the purpose of this Agreement shall mean the twelve (12) month period January first (1st) to December thirty-first (31st) inclusive.
- (i) 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.
- (j) 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.
- (k) 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.

ARTICLE 6

EMPLOYEES' BENEFITS

6.1

Group Life Insurance

- (a) The parties hereto mutually agree that all employees of the City 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) That dividends from said Group Life Policy may be allowed to accrue but shall only be used for improvement of the Group Life Plan, as may be mutually determined between the City and the Union. 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 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.
- (c) Orthodontics (Plan C) - Plan pays 50% of approved schedule of fees. The orthodontic lifetime maximum per child shall be **\$3000**.
- (d) It being understood that current Dental College Fee schedules would apply.
- (e) Temporary employees may participate on the completion of 6 months continuous service with the City.

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 this Section 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 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.
- (f) It is agreed that both parties shall appoint a Committee to review sick leave alternatives with a view to improving benefits and controlling abuse of sick leave benefits.
- (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 months employment will be covered by a one hundred percent (100%) Extended Health Benefit Plan with the standard \$25.00 deductible. The City will pay seventy-five percent (75%) of the costs and the twenty-five percent (25%) deduction for employees shall be made through payroll deductions. The extended health lifetime maximum will be \$500,000

(b) **Optical Benefit**

The optical benefit is a maximum of two hundred dollars (\$200.00) 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, 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

Maternity Leave

- (a) A pregnant employee who requests Maternity Leave shall provide the General Manager with a medical certificate from a qualified medical practitioner stating the estimated date of birth. Such certificate shall be provided not later than three months prior to the estimated date of birth. An employee will become eligible for Maternity Leave after the completion of the first three months of regular employment. This employee will also be required to complete a Request for Special Leave form, and submit it to the Human Resources Department.
- (b) A pregnant employee shall be entitled to Maternity Leave, without pay from the date of commencement of leave, for a period of **eighteen** (18) consecutive weeks or a shorter period if the employee requests. The employee may request that her leave commence **eleven** (11) weeks immediately before the estimated date of birth or any time thereafter. 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.
- (c) Regardless of the date of commencement of the leave of absence, the leave shall not end before the expiration of **six** (6) weeks following the actual date of birth of the child unless the employee requests a shorter period. If the employee requests a shorter period, a written notice must be submitted to the City **two** (2) weeks prior to returning to work.
- (d) Where an employee who has been granted leave of absence under this clause is, for reasons related to the birth 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.
- (e) Where Maternity Leave is taken, the employee must prepay her share of premiums to the employer for benefits to which she is entitled for the period of leave. An employee who is absent for a period longer than **eighteen** (18) weeks and who wishes to continue benefit coverage shall prepay to the City the total cost of premiums for benefits to which she is entitled for the additional period of leave.

- (f) On resuming employment, an employee shall be reinstated in her previous or a comparable position and for the purpose of pay increments, benefits, and vacation entitlement (but not for statutory holidays or sick leave) maternity 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 vacation which is unpaid.
- (g) The 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.
- (h) An employee who is a birth father, the adoptive father or adoptive mother, shall be entitled to twelve (12) weeks of parental leave without pay. The employee shall take the leave within fifty-two (52) weeks of the child's birth or the date the child comes within care of or custody of the employee.

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 two thousand, five hundred dollars (\$2,500.00)).
- (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 Two Thousand, Five Hundred Dollars (\$2,500.00)).
- (c) In exchange for the value of two (2) gratuity 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.

6.10 Group Household Insurance

- (a) It is agreed that regular full-time employees may participate in purchasing group household insurance through payroll deductions.

6.11 Same Sex Benefits

An employee who is eligible for benefits and who co-habits with a person of the same sex, and who promotes such person as a "spouse" (Partner), and who has done so for a period of not less than twelve (12) months, will be eligible to have the person covered as a spouse for purposes of Medical, Extended Health, and Dental benefits.

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 Section 11 of this Article, 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 this Section 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, except those positions listed on Schedule "E". 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. Further, the Human Resources Department will keep a list of those regular employees who wish to work in Labourer 1 and Clerk/Typist Trainee positions. **The names of these employees will remain on the list for one (1) year and, during this period, Human Resources will notify them when these positions become available. Upon expiration**

of each one (1) year period, the regular employee may renew the request by providing notice to Human Resources.

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. 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 Description

The City agrees to draw up job descriptions for all positions and classifications for which the Union is Bargaining Agent. These descriptions shall be presented to the Union and shall become the recognized job descriptions unless the Union presents written objection within thirty (30) days. If the parties are unable to agree on the job description, such dispute shall be submitted to grievance and arbitration. Classifications and job descriptions so established shall not be eliminated without prior 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 which will be set annually. That rate will be confirmed by letter prior to the end of each calendar year, to the President, CUPE, Local 402.

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 at the applicable mileage rates, 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, Section 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

Systems hired after June 15, 1971, Radio Operators, Dispatcher Clerks, Instrumentperson, Rodperson, personnel 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, Section 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 Instrumentperson and Rodperson 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, Section 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, personnel 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, Section 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 personnel 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, Section 6 of this Agreement.

- (e) For the purpose of this Section, 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, Section 6 of this Agreement.

9.2 Provisions re: Radio Operators

Personnel employed by the City to 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, Section 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, Section 6 of this Agreement.

9.4 Provisions re: Patrol

Personnel employed by the City as **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, Section 6 of this Agreement.
- (d) Personnel 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 employer 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.

9.6 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 sixty cents (\$.60) 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 four (4) months except for certain new technical and supervisory employees, listed in Schedule "E" attached hereto who may be subject to a six (6) month probationary period and during this period, no seniority rights shall be recognized. Upon completion of four (4) months continuous service, or **six (6) months** for new technical or supervisory employees, 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, Section 3 of this Agreement.
- (c) It is mutually agreed that, when hiring new employees, preference may, subject to the same conditions as in Section 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 this Section 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 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 Clauses (1) and (2) of Section 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) year's 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, Section I.

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. 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) "Part Time Employee" - shall be defined as a person who works less than the normal work week or work day for that position.

(c) "Part Time, Regular Part Time and Temporary Employee Benefits" - 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. 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.

12.6

It is understood that if an incentive employee, summer employee, temporary employee or part-time 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 Division**

- (a) Employees who perform the duties of *Utilityperson* more than **fifty percent** (50%) of the employable time, shall be paid the *Utilityperson* rate of pay on a regular basis all year round.
- (b) Non-standard work day. All Recreation and **Culture** Department employees as listed in Schedule "D" and certain inside employees of the Recreation **and Culture** Departments 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, Section 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) **Part-Time Aquatics Employees - Seniority Accumulation**

It is agreed that in Aquatics, the Part-Time 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) Herbicide and Pesticide Application

Qualified employees, including *Journeyperson* Gardeners, Apprentices and all levels of Foremen, who are required to apply herbicides and pesticides in the Parks Department 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 herbicides and pesticides under four (4) hours and a minimum eight (8) hours' pay if they work in the application of herbicides and pesticides over four (4) hours.

Qualified employees shall be defined as those possessing a current valid Ministry of Environment 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
Eighty Dollars (\$80.00) a month for W.C.B. Level 2 Certificate
One Hundred Dollars (\$100.00) 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) Employees who are employed on Sanitary Sewer Cleaning Machines will be provided with coveralls and gloves and laundry service for same by the City.

- (b) Employees employed in the City Shops will be provided with coveralls and laundry service for same by the City.
- (c) 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.
- (d) The City agrees to provide: a maximum of two (2) sweatsuits per annum to regular and part-time aquatic employees (employees working less than twenty (20) hours per week - one (1) sweatsuit per annum).
- (e) The City agrees to provide: One (1) jacket, Three (3) shirts, Two (2) pair of pants and One (1) tie per annum to *Recreation Facility Maintenance* employees. (Clothes requiring dry cleaning to be cleaned at the City's expense).
- (f) 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 on a continued regular basis. Employees working on an intermittent basis and having extended exposure to hot mix asphalt may be dealt with under Article 13, Section 4(c).
- (g) 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.
- (h) All guards shall be provided with uniforms and laundry services.

13.5

Insurance

The City will provide insurance coverage on *Tradesperson's* tools up to a maximum of fifteen thousand dollars (\$15,000.00) for each *Tradesperson* on tools that employees are required to supply and which are approved by the **Fleet & Garage Manager**.

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, 2000**, to and including **December 31, 2002**, and from year to year thereafter subject to the right of either party to the Agreement, at any time within four months immediately preceding the date of the expiry of this Agreement (**December 31, 2002**) 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 "18th" day of
"September" 2001.

APPROVED AND ADOPTED by the
Canadian Union of Public Employees
(City) B.C., Local No. 402, this "18th"
day of "September" 2001.

"Doug McCallum"

MAYOR **D. McCallum**

"Laurie Larsen"

PRESIDENT **L. Larsen**

"Margaret Jones"

ACTING CITY CLERK **M. Jones**

"Arden Noel"

SECRETARY **A. Noel**

SCHEDULE “A”

Inside Staff Pay Grades
Effective January 1, 2000

Pay Grade	Standard Step 1	6 Month Step 2	18 Month Step 3	30 Month Step 4
8	\$1,079.00	\$1,088.36	\$1,100.86	\$1,129.99
9	1,088.36	1,100.86	1,129.99	1,152.88
10	1,100.86	1,129.99	1,152.88	1,175.76
11	1,129.99	1,152.88	1,175.76	1,205.95
12	1,152.88	1,175.76	1,205.95	1,223.63
13	1,175.76	1,205.95	1,223.63	1,259.01
14	1,205.95	1,223.63	1,259.01	1,281.90
15	1,223.63	1,259.01	1,281.90	1,329.76
16	1,259.01	1,281.90	1,329.76	1,366.18
17	1,281.90	1,329.76	1,366.18	1,405.72
18	1,329.76	1,366.18	1,405.72	1,450.46
19	1,366.18	1,405.72	1,450.46	1,492.08
20	1,405.72	1,450.46	1,492.08	1,554.51
21	1,450.46	1,492.08	1,554.51	1,613.82
22	1,492.08	1,554.51	1,613.82	1,675.21
23	1,554.51	1,613.82	1,675.21	1,745.96
24	1,613.82	1,675.21	1,745.96	1,817.75
25	1,675.21	1,745.96	1,817.75	1,894.75
26	1,745.96	1,817.75	1,894.75	1,971.75
27	1,817.75	1,894.75	1,971.75	2,061.24
28	1,894.75	1,971.75	2,061.24	2,137.20
29	1,971.75	2,061.24	2,137.20	2,234.99
30	2,061.24	2,137.20	2,234.99	2,327.60
31	2,137.20	2,234.99	2,327.60	2,424.37
32	2,234.99	2,327.60	2,424.37	2,526.19
33	2,327.60	2,424.37	2,526.19	2,632.29
34	2,424.37	2,526.19	2,632.29	2,742.85
35	2,526.19	2,632.29	2,742.85	2,858.05

SCHEDULE “A”

Inside Staff Pay Grades
Effective January 1, 2001

Pay Grade	Standard Step 1	6 Month Step 2	18 Month Step 3	30 Month Step 4
8	\$1,100.58	\$1,110.13	\$1,122.88	\$1,152.59
9	1,110.13	1,122.88	1,152.59	1,175.94
10	1,122.88	1,152.59	1,175.94	1,199.28
11	1,152.59	1,175.94	1,199.28	1,230.07
12	1,175.94	1,199.28	1,230.07	1,248.10
13	1,199.28	1,230.07	1,248.10	1,284.19
14	1,230.07	1,248.10	1,284.19	1,307.54
15	1,248.10	1,284.19	1,307.54	1,356.36
16	1,284.19	1,307.54	1,356.36	1,393.50
17	1,307.54	1,356.36	1,393.50	1,433.83
18	1,356.36	1,393.50	1,433.83	1,479.47
19	1,393.50	1,433.83	1,479.47	1,521.92
20	1,433.83	1,479.47	1,521.92	1,585.60
21	1,479.47	1,521.92	1,585.60	1,646.10
22	1,521.92	1,585.60	1,646.10	1,708.71
23	1,585.60	1,646.10	1,708.71	1,780.88
24	1,646.10	1,708.71	1,780.88	1,854.11
25	1,708.71	1,780.88	1,854.11	1,932.65
26	1,780.88	1,854.11	1,932.65	2,011.19
27	1,854.11	1,932.65	2,011.19	2,102.46
28	1,932.65	2,011.19	2,102.46	2,179.94
29	2,011.19	2,102.46	2,179.94	2,279.69
30	2,102.46	2,179.94	2,279.69	2,374.15
31	2,179.94	2,279.69	2,374.15	2,472.86
32	2,279.69	2,374.15	2,472.86	2,576.71
33	2,374.15	2,472.86	2,576.71	2,684.94
34	2,472.86	2,576.71	2,684.94	2,797.71
35	2,576.71	2,684.94	2,797.71	2,915.21

SCHEDULE “A”**Inside Staff Pay Grades**
Effective April 1, 2002

Pay Grade	Standard Step 1	6 Month Step 2	18 Month Step 3	30 Month Step 4
8	\$1,133.60	\$1,143.43	\$1,156.57	\$1,187.17
9	1,143.43	1,156.57	1,187.17	1,211.22
10	1,156.57	1,187.17	1,211.22	1,235.26
11	1,187.17	1,211.22	1,235.26	1,266.97
12	1,211.22	1,235.26	1,266.97	1,285.54
13	1,235.26	1,266.97	1,285.54	1,322.72
14	1,266.97	1,285.54	1,322.72	1,346.77
15	1,285.54	1,322.72	1,346.77	1,397.05
16	1,322.72	1,346.77	1,397.05	1,435.31
17	1,346.77	1,397.05	1,435.31	1,476.84
18	1,397.05	1,435.31	1,476.84	1,523.85
19	1,435.31	1,476.84	1,523.85	1,567.58
20	1,476.84	1,523.85	1,567.58	1,633.17
21	1,523.85	1,567.58	1,633.17	1,695.48
22	1,567.58	1,633.17	1,695.48	1,759.97
23	1,633.17	1,695.48	1,759.97	1,834.31
24	1,695.48	1,759.97	1,834.31	1,909.73
25	1,759.97	1,834.31	1,909.73	1,990.63
26	1,834.31	1,909.73	1,990.63	2,071.53
27	1,909.73	1,990.63	2,071.53	2,165.53
28	1,990.63	2,071.53	2,165.53	2,245.34
29	2,071.53	2,165.53	2,245.34	2,348.08
30	2,165.53	2,245.34	2,348.08	2,445.37
31	2,245.34	2,348.08	2,445.37	2,547.05
32	2,348.08	2,445.37	2,547.05	2,654.01
33	2,445.37	2,547.05	2,654.01	2,765.49
34	2,547.05	2,654.01	2,765.49	2,881.64
35	2,654.01	2,765.49	2,881.64	3,002.67

SCHEDULE "B"**Inside Staff Classifications and Pay Grades
Effective January 1, 2000**

Classification	Pay Grade	Classification	Pay Grade
Accountant 1	23	Conveyancer 2	21
Accountant 2	26	Conveyancer 3	24
Accountant 3	29	<i>Database Analyst 1</i>	25
Accounting Clerk 1	15	<i>Database Analyst 2</i>	27
Accounting Clerk 2	18	<i>Database Analyst 3</i>	29
Accounting Clerk 3	21	Data Preparation Supervisor	18
Administrative Ass't. – <i>Leg. Services</i>	19	District Office Coordinator (RCMP)	19
<i>Application Analyst 1</i>	25	Drafter Trainee	11
<i>Application Analyst 2</i>	27	Drafter 1	15
<i>Application Analyst 3</i>	29	Drafter 2	19
<i>Application Specialist 1</i>	22	Drafter 3	23
<i>Application Specialist 2</i>	25	Drug Section Clerk Typist (RCMP)	15
<i>Application Specialist 3</i>	27	Electrical Inspector 1	27
Arts Centre Technician	19	Electrical Inspector 2	29
Assistant City Collector	25	Engineering Assistant 1	21
Assistant Deputy Clerk	23	Engineering Assistant 2	25
Associate Planner	25	Engineering Assistant 3	27
Block Watch Supervisor	19	Engineering Assistant 4	29
Block Watch Assistant Coordinator	16	Engineering Inspector 1	22
Building Insp. 1	27	Engineering Inspector 2	25
Building Insp. 2	29	Engineering Inspector 3	27
Buyer 1	17	Engineering Ops. Clerk	17
Buyer 2	21	Environmental Technologist	25
Buyer 3	23	Graphic Designer 1	20
By-law Enforc./Bus. Lic Clerk 1	17	Graphic Designer 2	23
By-law Enforc./Bus. Lic Clerk 2	18	** Guards	17
By-law Enforcement Officer 1	26	Identification Technician 1 (RCMP)	18
By-law Enforcement Officer 2	27	Identification Technician 2 (RCMP)	22
Cashier	14	** Information Officer (RCMP)	19
Chief Clerk -Permits & Licenses	24	<i>IT Architect 1</i>	31
Chief Draftsperson	25	<i>IT Architect 2</i>	33
Clerk 2	9	<i>IT Architect 3</i>	35
Clerk 3	12	Landscape Architect	29
Clerk 4	15	Landscape Technician	23
† Clerk Typist Trainee	n/a	License Inspector	22
Clerk Typist 2	9	Mapping Technician 1	18
†† Clerk Typist 3	12	Mapping Technician 2	21
Clerk Typist 4	15	** <i>Materials Supply Supervisor</i>	23
Community Development Officer	26	Marketing Coordinator	23
Community Services Coordinator 1	19	<i>Network Analyst 1</i>	25
Community Services Coordinator 2	23	<i>Network Analyst 2</i>	27
Conveyancer 1	18	<i>Network Analyst 3</i>	29

SCHEDULE "B"**Inside Staff Classifications and Pay Grades
Effective January 1, 2000**

Classification	Pay Grade	Classification	Pay Grade
Operations Specialist 1	20	** S.C.A.D.A. Radio System Oper. 1	27
Operations Specialist 2	22	** S.C.A.D.A. Radio System Oper. 2	29
Parks & Recreation Planner	29	Senior Clerk -Purchasing & Stores	23
Payroll Clerk	18	Senior Court Liaison Clerk	19
Plan Checker 1	21	Senior Operations Clerk	20
Plan Checker 2	24	Senior Planner	31
Plan Checker 3	27	Senior Tax and Utility Clerk	21
Plan Checker/Building Inspector	27	Steno Secretary	18
Planner 1	28	* Survey Assistant (Step 1 & 2)	17
Planner 2	29	Support Specialist Trainee -Coop Student	10
Planning Operations Clerk	17	Support Specialist 1	14
Planning Technician 1	20	Support Specialist 2	16
Planning Technician 2	23	Support Specialist 3	18
Planning Technician 3	26	* Surveyor 1 (Step 3 & 4)	17
Police Accounts & Procurement Clerk	19	* Surveyor 2	19
Police Accounts Clerk 1	15	* Surveyor 3	22
Police Accounts Clerk 2	18	Switchboard Operator	10
Plumbing Inspector 1	27	Switchboard Operator -City Hall	12
Plumbing Inspector 2	29	Switchboard Operator -(RCMP)	12
✧✧ Printer	n/a	Tape Librarian and Relief Operator	19
Print Shop Clerk	15	Tax and Utility Clerk - Trainee	11
Print Shop Operator	17	Team Leader (RCMP)	17
Property Appraiser 1	26	Team Leader 1 (IT)	29
Property Appraiser 2	29	Team Leader 2 (IT)	31
Property Negotiator 1	26	* Telecommunications Operator	22
Property Negotiator 2	29	* Telecommunications Operator -Trainee	18
Property Tax and Utility Rep.	15	✧ Traffic Survey Clerk	n/a
** Provost	20	Training Assistant (RCMP)	14
Records Clerk 2 (RCMP)	9	Utility Rates Inspector	20
Records Clerk 3 (RCMP)	12	** Watchperson	16
Records Clerk 4- CIIDS (RCMP)	15	Water Service Inspector	20
Records Clerk 4- CPIC (RCMP)	15	Yard Radio Operator	16
Record Control Clerk	15		
Records Supervisor (RCMP)	21		

SCHEDULE “B”

Inside Staff Classifications and Pay Grades

NOTE:

*** Employees of this class based on 7 1/2 hours per day, 37 1/2 hours per week**

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
<u>Telecommunications Operator (RCMP)</u>				
January 1, 2000	\$1,501.44	\$1,563.87	\$1,623.19	\$1,685.61
January 1, 2001	1,531.47	1,595.15	1,655.65	1,719.32
April 1, 2002	1,577.41	1,643.00	1,705.32	1,770.90
<u>Survey Assistant</u>				
	<i>Start Rate</i>	<i>After 6 months</i>		
January 1, 2000	\$1,291.26	\$1,339.13	-	-
January 1, 2001	1,317.09	1,365.91	-	-
April 1, 2002	1,356.60	1,406.89	-	-
<u>Surveyor 1</u>				
			<i>Start Rate</i>	<i>After 12 mos</i>
January 1, 2000	-	-	\$1,376.58	\$1,415.09
January 1, 2001	-	-	1,404.11	1,443.39
April 1, 2002	-	-	1,446.23	1,486.69
<u>Surveyor 2</u>				
January 1, 2000	\$1,376.58	\$1,415.09	\$1,459.82	\$1,501.44
January 1, 2001	1,404.11	1,443.39	1,489.02	1,531.47
April 1, 2002	1,446.23	1,486.69	1,533.69	1,577.41
<u>Surveyor 3</u>				
January 1, 2000	\$1,501.44	\$1,563.87	\$1,623.19	\$1,685.61
January 1, 2001	1,531.47	1,595.15	1,655.65	1,719.32
April 1, 2002	1,577.41	1,643.00	1,705.32	1,770.90

**** Employees of this class based on eight hours per day, 40 hours per week**

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
<u>Guards</u>				
January 1, 2000	\$1,300.63	\$1,348.49	\$1,385.95	\$1,424.45
January 1, 2001	1,326.64	1,375.46	1,413.67	1,452.94
April 1, 2002	1,366.44	1,416.72	1,456.08	1,496.53
<u>Information Officer (RCMP)</u>				
January 1, 2000				
January 1, 2001				
April 1, 2002				

See Schedule 'A' & 'B'

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
<u>Materials Control Supervisor</u>				
January 1, 2000	\$1,573.24	\$1,632.55	\$1,694.97	\$1,765.73
January 1, 2001	1,604.70	1,665.20	1,728.87	1,801.04
April 1, 2002	1,652.84	1,715.16	1,780.74	1,855.07
<u>Provost</u>				
January 1, 2000	\$1,424.45	\$1,470.23	\$1,510.81	\$1,573.24
January 1, 2001	1,452.94	1,499.63	1,541.03	1,604.70
April 1, 2002	1,496.53	1,544.62	1,587.26	1,652.84
<u>S.C.A.D.A. Radio Systems Oper. 1</u>				
January 1, 2000				
January 1, 2001		See Schedule 'A' & 'B'		
April 1, 2002				
<u>S.C.A.D.A. Radio Systems Oper. 2</u>				
January 1, 2000				
January 1, 2001		See Schedule 'A' & 'B'		
April 1, 2002				
<u>Watchperson</u>				
January 1, 2000				
January 1, 2001		See Schedule 'A' & 'B'		
April 1, 2002				
<u>† Clerk Typist Trainee</u>				
	<i>1st 6 months</i>	<i>2nd 6 months</i>		
January 1, 2000	\$922.93	\$977.03	bi-weekly	
January 1, 2001	941.39	996.57	bi-weekly	
April 1, 2002	969.63	1,026.47	bi-weekly	
<u>†† Clerk Typist 3 - Step 4</u>				
January 1, 2000	\$1,261.09	bi-weekly		
January 1, 2001	1,286.31	bi-weekly		
April 1, 2002	1,324.90	bi-weekly		
<u>◇ Traffic Survey Clerk</u>				
January 1, 2000	\$904.14	bi-weekly		
January 1, 2001	922.22	bi-weekly		
April 1, 2002	949.89	bi-weekly		
<u>◇◇ Printer</u>				
January 1, 2000	\$1,762.61	bi-weekly		
January 1, 2001	1,797.86	bi-weekly		
April 1, 2002	1,851.80	bi-weekly		

SCHEDULE “C”**Outside Staff Classifications and Pay Grades**

Classifications	January 1, 2000	January 1, 2001	April 1, 2002
<u>ENGINEERING DEPARTMENT OPERATIONS BRANCH - PUBLIC WORKS SECTION</u>			
<u>Labourer 1</u>	18.16	18.52	19.07
<u>Labourer 2- after 6 months</u>	18.59	18.96	19.53
General Labourer			
Padperson			
Swamper, Heavy Flat Deck Tile Truck			
Power Hand Tool Operator			
Construction Checker			
Concrete Maker			
Swamper, Flush/Vacuum Truck			
Sign Installer			
<u>Weigh Scale Control Clerk 1</u>	18.86	19.24	19.82
<u>Weigh Scale Control Clerk 2</u>	19.56	19.95	20.55
<u>Trades Improver 1</u>	19.06	19.44	20.02
Pipelayer			
Form Maker, Rough Forms			
Sewer Service Truck			
Rollerperson			
<u>Trades Improver 2</u>	19.94	20.34	20.95
Carpenter Form Maker			
Cement Block Layer			
Mason			
Stop Bar/Cross Walk Painter			
Rakerperson - Black Top Crew			
<u>Tradesman 1</u>	23.23	23.69	24.40
Sign Painter			
<u>Equipment Operator 1</u>	\$19.06	\$19.44	\$20.02
Tractor Operator			
Roller Operator			
<u>Equipment Operator 2</u>	19.64	20.03	20.63
Self-Propelled Roller Operator			
Sewer Vacuum Machine Operator			

Classifications	January 1, 2000	January 1, 2001	April 1, 2002
<u>Equipment Operator 3</u> Rotary Street Sweeper Operator Slope Mower Operator Grader Operator - Light Maintainer	19.82	20.22	20.83
<u>Equipment Operator 4</u> Centre Line Marking Machine Operator Tractor Backhoe Operator Sewer Jet Driver/Operator Flail Mower Operator	20.15	20.55	21.17
<u>Equipment Operator 5</u> Front-end Loader Operator - Heavy Grader Operator - Heavy	21.12	21.54	22.19
<u>Equipment Operator 6</u> Gradall Operator Utilityperson Track Excavator Operator - Heavy	21.88	22.32	22.99
<u>Truck Driver 1</u> Single Axle Truck Driver	19.50	19.89	20.49
<u>Truck Driver 2</u> Tandem Truck Driver Construction Supply Truck Driver Street Flusher/Water Truck	19.73	20.12	20.72
<u>Truck Driver 3</u> Tandem Crane Supply Truck Driver	20.02	20.42	21.03
<u>Truck Driver 4</u> Tandem C/W Trailer Tandem C/W Gravel Pup			
<u>Chargehand</u>	21.05	21.47	22.11
<u>Foreman</u>	\$23.81	\$24.29	\$25.02
<u>Assistant Equipment Controller</u>	22.54	22.99	23.68
<u>Equipment Controller</u>	23.81	24.29	25.02
<u>ENGINEERING DEPARTMENT OPERATIONS BRANCH - WATER SECTION</u>			
<u>Labourer 1</u> General Labourer Padperson	18.16	18.52	19.07

Classifications	January 1, 2000	January 1, 2001	April 1, 2002
<u>Labourer 2 – after 6 months</u> Concrete Maker Power Hand Tool Operator	18.59	18.96	19.53
<u>Trades Improver 1</u> Form Maker - Rough Forms Meterperson Water Service Trucks Crews Pipelayer Patrolperson	19.06	19.44	20.02
<u>Trades Improver 2</u> Carpenter Form Maker Cement Block & Brick Layer Pipe Fitter - Plumber, and Mechanical Testing/Chlorination Operator	19.94	20.34	20.95
<u>Chargehand</u>	21.05	21.47	22.11
<u>Foreman</u>	23.81	24.29	25.02
<u>ENGINEERING DEPARTMENT – OPERATIONS BRANCH – FLEET MECHANICAL BRANCH</u>			
<u>Clerical</u> Office Attendant, Preventative Maintenance	\$18.19	\$18.55	\$19.11
<u>Trades Helper</u> Labourer Cleanup Person Mechanical Helper	17.99	18.35	18.90
<u>Serviceman</u> Greaseperson	19.96	20.36	20.97
<u>Mechanic Improver</u> Mechanic Apprentice	20.27	20.68	21.30
<u>Fleet Partsperson</u>	20.37	20.78	21.40
<u>Tradesperson 1</u> Automotive Bodyperson Welder Mechanic "A" - Heavy Duty Mechanic "A" - Field Service Electrician (Class "B" Provincial Ticket)	23.23	23.69	24.40

Classifications	January 1, 2000	January 1, 2001	April 1, 2002
<u>Tradesperson 2</u> (T.Q. or Inter-provincial Ticket) Utilityperson Heavy Duty Mechanic Automotive Mechanic Commercial Transport Mechanic Electrician	23.68	24.15	24.87
<u>Tradesperson 3</u> Machinist Heavy Duty Field Service Mechanic	23.93	24.41	25.14
<u>Trades Foreman</u>	25.43	25.94	26.72
ENGINEERING DEPARTMENT - FACILITIES MANAGEMENT BRANCH			
<u>Building Maintenance 1</u>	\$19.06	\$19.44	\$20.02
<u>Building Maintenance 2</u>	19.94	20.34	20.95
<u>Tradesperson 1</u> Mason - Maintenance Carpenter Pipefitter - Plumber - Maintenance Electrician (Class B Provincial Ticket) Painter Maintenance - Buildings Mechanic "A" - Construction & Mtnc Equipment & Buildings	23.23	23.69	24.40
<u>Tradesperson 2</u> Same list as above, but must possess T.Q.	23.68	24.15	24.87
<u>Trades Chargehand</u> Construction & Maintenance Equipment & Buildings	24.28	24.77	25.51
<u>Trades Foreman</u>	25.43	25.94	26.72
FINANCE DEPARTMENT - PURCHASING BRANCH			
<u>Equipment Operator 3</u> Yard Stockperson	\$19.82	\$20.22	\$20.83
<u>Stockroom Clerk 1</u>	17.40	17.75	18.28
<u>Stockroom Clerk 2</u>	18.43	18.80	19.36
<u>Stockroom Clerk 3</u>	19.70	20.09	20.69

Classifications	January 1, 2000	January 1, 2001	April 1, 2002
<u>PARKS DEPARTMENT</u>			
<u>Labourer 1</u> General Labourer	18.16	18.52	19.07
<u>Labourer 2 – after 6 months</u> Swamper Hand Tool Maintenance Swamper Sanitation Truck Power Hand Tool Operator Concrete Maker Tile Layer Mower and Roller Operators (Small)	18.59	18.96	19.53
<u>Structural Worker 1</u>	19.06	19.44	20.02
<u>Structural Worker 2</u>	20.26	20.67	21.29
<u>Utilityperson</u>	18.86	19.24	19.82
<u>Groundskeeper 1</u>	19.06	19.44	20.02
<u>Groundskeeper 2</u>	20.26	20.67	21.29
<u>Chargehand</u>	21.05	21.47	22.11
<u>Parks Equipment Operator 1</u> Farm or Industrial Type Tractors with attachments and gang mowers	19.06	19.44	20.02
<u>Truck Driver – Swamper</u>	19.50	19.89	20.49
<u>Parks Equipment Operator 2</u> Tractor Backhoe (Cemetery)	19.64	20.03	20.63
<u>Parks Equipment Operator 3</u>	20.15	20.55	21.17
<u>Tradesperson (Semi-Qualified)</u>	\$21.32	\$21.75	\$22.40
<u>Tradesperson 1</u> Gardener Plumber Carpenter	23.23	23.69	24.40
<u>Tradesperson 2 (T.Q. or Inter-provincial Ticket)</u> Gardener Carpenter Plumber	23.68	24.15	24.87

Classifications	January 1, 2000	January 1, 2001	April 1, 2002
<u>Foreman</u>	23.06	23.52	24.23
<u>Construction Foreman</u>	23.81	24.29	25.02
<u>Parks Technician</u>		24.15	24.63
<u>Parks Operations Coordinator</u>		26.49	27.02

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, 2000</u>			<u>January 1, 2001</u>			<u>April 1, 2002</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>
A. REGULAR EMPLOYEES									
<u>Building Cleaner</u>	\$15.54	\$15.97	\$16.26	\$15.85	\$16.29	\$16.58	\$16.33	\$16.78	\$17.08
<u>Building Service Worker</u>	17.99	18.19	18.64	18.35	18.55	19.01	18.9	19.11	19.58
<u>Recreation Facility Maintenance Worker</u> Iceman	18.38	18.79	19.27	18.75	19.17	19.66	19.31	19.75	20.25
<u>Engineer (Tradesman 3)</u>	23.93	-	-	24.41	-	-	25.14	-	-
<u>Head Lifeguard</u>	18.19	18.51	18.79	18.55	18.88	19.17	19.11	19.45	19.75
<u>Assistant Head Lifeguard</u>	17.35	17.68	17.97	17.70	18.03	18.33	18.23	18.57	18.88
<u>Lifeguard-Instructor</u>	16.67	16.97	17.32	17.00	17.31	17.67	17.51	17.83	18.20
<u>Technical Director</u>	20.33	20.9	21.47	20.74	21.32	21.90	21.36	21.96	22.56
B. TIME DURATION AND CASUAL EMPLOYEES PART-TIME AND CASUAL HELP									
<u>Recreation Assistant 1</u> Junior Leader	\$11.82	\$12.10	\$12.42	\$12.06	\$12.34	\$12.67	\$12.42	\$12.71	\$13.05
<u>Recreation Assistant 2</u> Senior Leader Facility Attendant Assistant House Manager	13.03	13.34	13.69	13.29	13.61	13.96	13.69	14.02	14.38
<u>Recreation Assistant 3</u> Program Assistant Youth Leader Theatre Technical Assistant	\$14.35	\$14.73	\$15.12	\$14.64	\$15.02	\$15.42	\$15.08	\$15.47	\$15.88
<u>Recreation Assistant 4</u> Community Re-Integration Supervisor Asst. Technical Director	15.84	16.27	16.69	16.16	16.60	17.02	16.64	17.10	17.53

Classifications	January 1, 2000			January 1, 2001			April 1, 2002		
	Year 1	Year 2	Year 3	Year 1	Year 2	Year 3	Year 1	Year 2	Year 3
<u>Recreation Assistant 5</u> Asst. Technical Director House Manager Program Specialist Youth Coordinator	17.52	17.96	18.47	17.87	18.32	18.84	18.41	18.87	19.41
<u>Assistant Curator</u>	19.26	19.78	20.3	19.65	20.18	20.71	20.24	20.79	21.33
<u>Concession Worker</u>	12.06	12.41	12.77	12.30	12.66	13.03	12.67	13.04	13.42
<u>Concession Worker/Caterer</u>	14.35	-	-	14.64	-	-	15.08	-	-
<u>Head Concession Worker</u>	17.52	17.96	18.47	17.87	18.32	18.84	18.41	18.87	19.41
<u>Doorperson, Skate Shop, Ice Patrol,</u>	11.82	-	-	12.06	-	-	12.42	-	-

	Standard Step 1	300 hours Step 2	600 hours Step 3	900 hours Step 4
Skating Instructor				
January 1, 2000	\$15.10	\$15.61	\$16.14	\$16.65
January 1, 2001	15.40	15.92	16.46	16.98
April 1, 2002	15.86	16.40	16.95	17.49
Head Skating Instructor				
January 1, 2000	17.18	17.69	18.22	-
January 1, 2001	17.52	18.04	18.58	-
April 1, 2002	18.05	18.58	19.14	-

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 Department 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"

New Employees Subject to Six (6) Month Probationary Period of Employment

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

ACCOUNTANT 1	ENGINEERING INSPECTOR 1
ACCOUNTANT 2	ENGINEERING INSPECTOR 2
ACCOUNTANT 3	ENGINEERING INSPECTOR 3
ADMINISTRATIVE ASSISTANT - LEGISLATIVE SERVICES	ENGINEERING TECHNOLOGIST
APPLICATION ANALYST 1	FOREMAN POSITIONS
APPLICATION ANALYST 2	IT ARCHITECT 1
APPLICATION ANALYST 3	IT ARCHITECT 2
APPLICATION SPECIALIST 1	IT ARCHITECT 3
APPLICATION SPECIALIST 2	LICENSE INSPECTOR
APPLICATION SPECIALIST 3	PARKS & RECREATION PLANNER
APPRAISER SPECIALIST - PROPERTY	PARKS OPERATION COORDINATORS
ASSISTANT DEPUTY CLERK	PARKS TECHNICIANS
ASSISTANT CITY COLLECTOR	PLAN CHECKER 1
BUILDING INSPECTOR 1	PLAN CHECKER 2
BUILDING INSPECTOR 2	PLAN CHECKER 3
BUYER 2	PLANNER 1
BUYER 3	PLANNER 2
<i>BY-LAW ENFORCEMENT OFFICER 1</i>	PLANNING OPERATIONS CLERK
<i>BY-LAW ENFORCEMENT OFFICER 2</i>	PLANNING TECHNICIAN 1
CHIEF CLERK - PERMITS & LICENSES	PLANNING TECHNICIAN 2
CHIEF DRAFTSPERSON	PLANNING TECHNICIAN 3
COMMUNITY DEVELOPMENT OFFICER	PLUMBING INSPECTOR 1
<i>COMMUNITY SERVICES COORDINATOR 1</i>	PLUMBING INSPECTOR 2
<i>COMMUNITY SERVICES COORDINATOR 2</i>	NETWORK ANALYST 1
<i>DRAFTER 2</i>	NETWORK ANALYST 2
<i>DRAFTER 3</i>	NETWORK ANALYST 3
COMPUTER OPERATIONS SUPERVISOR	PROPERTY APPRAISER 1
COMPUTER OPERATOR	PROPERTY APPRAISER 2
CONSTRUCTION INSPECTOR	PROPERTY NEGOTIATOR 1
CONVEYANCER 1	PROPERTY NEGOTIATOR 2
CONVEYANCER 2	RECORDS SUPERVISOR - R.C.M.P.
CONVEYANCER 3	S.C.A.D.A. RADIO SYSTEMS OPERATOR 1
DATABASE ANALYST 1	S.C.A.D.A. RADIO SYSTEMS OPERATOR 2
DATABASE ANALYST 2	SENIOR CONVEYANCER
DATABASE ANALYST 3	SENIOR PLANNER
DATA PREPARATION SUPERVISOR	<i>SENIOR TAX & UTILITY CLERK</i>
ELECTRICAL INSPECTOR 1	SURVEYOR 1
ELECTRICAL INSPECTOR 2	SURVEYOR 2
ENGINEERING ASSISTANT 1	SURVEYOR 3
ENGINEERING ASSISTANT 2	SYSTEMS ANALYST/PROGRAMMER
ENGINEERING ASSISTANT 3	TEAM LEADER (IT) 1
ENGINEERING ASSISTANT 4	TEAM LEADER (IT) 2
ENGINEERING OPERATIONS CLERK	TECHNICAL DIRECTOR
	TELECOMMUNICATIONS OPERATOR

SCHEDULE "F"

Provisions Regarding Cost of Living Allowance

A Cost of Living Allowance hereinafter called "C.O.L.A." will be implemented in addition to the hourly and salaried wage rates (not folded in).

The C.O.L.A. shall be based on the Statistics Canada Consumer Price Index (Canada) hereinafter called the "Index", as of _____. The said C.O.L.A. will not take effect until such time as there is a full one percent rise above a ____% increase in the Index, after _____. If and when such percentage increase occurs, the amount of C.O.L.A. shall be _____ cents per hour for each full one percent rise in the Index.

C.O.L.A. shall become effective as of _____, and continue until _____.

Calculation will begin the first day of the pay period immediately following the date that the Index reaches a full one percent past _____ and for each subsequent full one percent thereafter.

When triggered, C.O.L.A. will be paid the nearest pay period after _____.

C.O.L.A. shall be limited to hours than an employee is:

- (i) In receipt of wages or salary.
- (ii) On paid annual vacation.
- (iii) On paid sick leave.
- (iv) In receipt of benefits from an insurance carrier.
- (v) In receipt of temporary disability benefits from WCB.
- (vi) On leave of absence with pay.
- (vii) On paid public or statutory holiday.

In the event of a change in the composition, or the release or the reporting of the Consumer Price Index, Statistics Canada will be required to provide an equivalent release for calculation.

LETTER OF UNDERSTANDING #1

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

**RE: 1978 NEGOTIATIONS: MEALS, METRIC, ENGINEERING INSPECTORS/ASSISTANT,
AND PAYMENT OF WAGES**

1. Meals

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

2. Metric

If an employee is required to purchase a metric tool, other than the basic tool for the work classification, the Corporation will reimburse the employee fifty percent (50%) of the balance not paid by the Federal Government Metric Plan.

New employees will be required to supply metric tools

3. Engineering Inspectors/Assistants

The reclassification and changes proposed for Engineering Construction Inspectors and Engineering Assistants are contingent upon the willingness of Engineering Assistants to work in the field as Engineering Inspectors and Engineering Inspectors to work as Engineering Assistants in the office as directed and required.

4. Payment of Wages to Those Working Other Than The Regular Monday Through Friday Work Week

The Corporation agrees to pay an advance to those regular full time employees who are required to work other than a regular Monday through Friday work week. These employees will be paid on the employee's last regular bi-weekly working day; with an adjustment at a later date.

"Ian McConnell"

Union Representative

"Dan Closkey"

Municipal Manager

"March 23/78"

Date

LETTER OF UNDERSTANDING #2

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

To: All CUPE Employees, Exempt Staff,
Contract Staff

From: Director of Personnel

Date: May 17, 1978

Subject: Supplementary Week of Vacation

“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.”

- (1) All employees beginning full time employment 1968 or prior, are entitled to one (1) week supplementary vacation.
- (2) Effective date for the one (1) week is January 1, 1978.

Example:

- employees under (1) are entitled to the supplementary week between January 1, 1978 and December 31, 1982, and one supplementary week each five (5) years thereafter.
- other employees will be entitled to the one (1) week as they complete ten (10) calendar years of full time service

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

Example:

- an employee may retire before the completion of the five (5) year cycle.

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

“W.D. Eccleston”

W.D. Eccleston

LETTER OF UNDERSTANDING #3

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

Re: Summer and Incentive Program Employees

It is understood that:

Where the Municipality employs Summer and Incentive Program employees that:

1. The students will not displace regular union employees;
2. The students will receive the union negotiated rates of pay unless otherwise agreed to by the parties.

FOR THE UNION:

"Ian McConnell"

"R. Ford"

"Maxine Kramer"

FOR THE CORPORATION:

"Dan Closkey"

"W. Eccleston"

"J.A. Collison"

"July 25/79"

Date

LETTER OF UNDERSTANDING #4

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

RE: TEMPORARY LABOURERS – PARKS

The Corporation and CUPE Local 402 agree, on a without prejudice and precedent basis, that the following list of Temporary Labourers, working in a temporary capacity with the Corporation, will become probationary employees effective December 9, 1992.

The following list is:

Barry van Oene	2712 hours
Sandy Grubisch	2688 hours
Mark Walsh	2344 hours
Lakhinder Dhillon	2328 hours
Leona Gamache	2296 hours
Larry Wilson	2276 hours
Vince Cavezza	2276 hours
Paul Brereton	2232 hours
Gerald Nagy	2232 hours
Douglas Marr	2232 hours
Peter Hart	2222 hours
Shannon Johannes	2219 hours
Bruce McKeigan	2212 hours
David Fuller	2183 hours
Malcolm Andrews	2176 hours

Upon Successful completion of the probationary period, these Labourers will become regular employees.

Pursuant to Article XII, Section 6, it is understood that these Labourers, "shall have seniority rights recognized retroactive to the original date of hire. Such seniority shall be accumulative, based on hours worked from the date of hiring consecutive years."

FOR THE UNION:

FOR THE CORPORATION:

"Bernie Schneider"

"W. Eccleston"

"December 9/1992"

LETTER OF UNDERSTANDING #5

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

Re: By-Law Enforcement Officers

Preamble

All clauses in the collective agreement apply to By-law Enforcement Officers, except as specifically varied below:

1. Job Description

- as attached.

2. Salary

- included in Schedule “B” as:
 - By-law Enforcement Officer – General Duty P.G. 26
 - By-law Enforcement Officer – Parking Enforcement P.G. 24
 - Each Officer will be placed in their respective step.
- Salary Adjustments will be retroactive to the date of the By-law Enforcement Officer's Certification 1992.

3. Signing Bonus

- on a one time basis, the Corporation agrees to a signing bonus of \$750.00 (after tax value to the By-law Enforcement Officers on an average basis)

4. Uniforms

- the Corporation requires the wearing of a uniform and will issue the following items as per the schedule below:

Once a Year

- 2 Ties
- 6 Shirts (long or short sleeves)
- 3 Pants (summer or winter gauge)
- 8 Pair of Socks
- 1 Pair of Shoes
- 1 Pair of Gloves
- 1 Sweater

Once Every Three Years

- 1 Three-in-One Jacket
- 1 Raincoat
- 1 Pair Rubber Boots & Insoles

5. Uniform Cleaning Schedule

Per Week

- 5 Uniform Shirts
- 2 Uniform Pants

Per Month

- 1 Uniform Tie
- 1 Uniform Jacket

6. Sick Time

- employee to carry over accumulation to date.

7. Vacation

- employee to fit into vacation schedule, given length of service.

8. Seniority

- employee to fit into seniority schedule, given length of service.

9. Benefits

- union benefits will become effective as of the nearest pay period to the signing of this agreement

10. Senior By-law Enforcement Officer

- to be included in the list of Exempt Staff, Article 1 Section 1.

11. Probation

- By-law Enforcement Officers will be listed in Schedule “E” with a six-month probationary period.

12. Vehicles

- Before December 31, 1993, the Corporation will undertake a study on the need, use, distribution and cost effectiveness of Municipal vehicles. Once this study has been completed, the Corporation agrees to review the By-law Enforcement Officer’s request for Municipal vehicles and will render a decision at that time.
- The Corporation agrees to provide vehicles for employees working afternoon shift.

13. Hours of Work

a) Present By-law Enforcement Officers

i) General duty

- Monday to Friday – 8:50 a.m. to 4:30 p.m.
- Monday to Friday – 3:00 p.m. to 11:00 p.m.*

*The By-law Enforcement Officers are not required to work more than thirteen weeks of afternoon shifts in a period of one year. This will provide two By-law Enforcement Officers for Afternoon shift with the current complement of eight officers.

ii) Parking

Varied shifts of days, afternoons, and evenings on a seven days a week basis.

- Days – 7:00 a.m. to 3:00 p.m.
- Afternoons – 4:00 p.m. to 12:00 p.m.
- Evenings – 12:00 p.m. to 8:00 a.m.

b) Future By-law Enforcement Officers

Future By-law Enforcement Officers hired after the date of signing of this Agreement will be included under Article IX, Sections 1(a) and 1(c). Specifically, this would include afternoon shift hours Monday through Friday and Saturdays.

FOR THE UNION:

“Bernie Schneider”

“Frazer MacDonald”

“Arden Noel”

FOR THE CORPORATION:

“G.E. Samson”

“J.A. Collison”

“W. Eccleston”

“March 3, 1993”

LETTER OF UNDERSTANDING #6

- 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

LETTER OF UNDERSTANDING #7

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

Re: Telecommunications Operator 2 (RCMP Telecommunications 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 2s.

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 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

365 Days per Year x 43 hours = 1, 961.87 Hours worked per
8 Days in Cycle 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 82.5 Hours
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 CORPORATION:

“Len Posyniak”

“Margaret Ostrom”

“February 6, 1998”

LETTER OF UNDERSTANDING #8

- 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.

NOTE: 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 0.3 hour per class per lesson set for the purpose of all preparation, including progress cards.

(d) 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:

"Gord Savard"

"Arden Noel"

FOR THE CORPORATION:

"Len Posyniak"

"Margaret Ostrom"

"February 6, 1998"

LETTER OF UNDERSTANDING #9

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

RE: SHIFT SCHEDULE - BY-LAW ENFORCEMENT OFFICERS

In an effort to improve service to the public, provide seven day 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 3/4).
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 3/4 hours per day or 35 hours per week, at rates provided in accordance with the overtime provisions 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 3/4 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 above or Article 9, Section 3 of the Collective Agreement, shall work the remaining 1 3/4 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. The duration of the trial period shall be from the date of implementation until April 30, 1999, inclusive. Management will provide a complete assessment of the effectiveness of the compressed work week by April 30, 1999.
11. This Letter of Understanding will expire and shall be null and void and cease to have any effect on April 30, 1999, unless the parties mutually agree in writing to extend its effect.
12. Either party may terminate the provisions of this Letter of Understanding by providing two (2) weeks written notice to the other party.
13. 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.
14. Work arrangements implemented under this Letter of Understanding constitute an approved flexible work schedule for the purposes of Section 38 of the *Employment Standards Act*.

SIGNED ON BEHALF OF THE CITY:

"Margaret Ostrom"

"October 22, 1998"

Date

SIGNED ON BEHALF OF THE UNION:

"Laurie Larsen"

"October 22/98"

Date

LETTER OF UNDERSTANDING #11

- 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, 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 on a trial basis under Article 9, Section 7, without prejudice and without precedent to the rights of either party, as follows:

1. A modified work week schedule shall apply to on a voluntary basis to employees in the classification of Iceman/Maintenance in the Recreation Division of Parks, Recreation and Culture.
2. Ten (10) consecutive hours worked, exclusive of a one-half (1/2) hour lunch break, shall constitute a shift.
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 forty (40) hours per week, at rates provided in accordance with the Overtime provisions in Article 8.6 (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 8.6 (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 9.3 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 an employee's election not to participate or to discontinue participation in the pilot program creates operational difficulties in assigning that individual to alternate work at a comparable level, the parties will meet to attempt to resolve the issue.
7. Upon expiration, on December 30, 2002, 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.
8. Either party may terminate the provisions of this Letter of Understanding as a whole or by a functional area as outlined above by providing two weeks (fourteen (14) days) written notice to the other party.

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:

“Brian Merryweather”

Brian Merryweather

“Jeff Marwick”

Jeff Marwick

“Laurie Cavan”

Laurie Cavan

“September 12, 2001”

Date

For the Union:

“Laurie Larsen”

Laurie Larsen

“Jeannie Kilby”

Jeannie Kilby

“September 12, 2001”

Date

LETTER OF UNDERSTANDING #12

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

Re: Flexible Work Week - RCMP Block Watch Program

With the intent to improve effectiveness and service to the public and to meet the lifestyle needs of employees, 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. A modified work week schedule shall be in effect on a trial basis for six months for all full-time employees of the RCMP Block Watch Program, commencing August 9, 1999, per the attached Schedule A.
2. Eight and three-quarter (8-3/4) hours worked, exclusive of a one hour (1) hour unpaid lunch break, shall constitute a shift.
3. Four consecutive days worked followed by three consecutive days off shall constitute a work week.
4. Overtime will be paid for hours worked beyond 8-3/4 hours per day or 35 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 (7 hours), and will be scheduled and used in hours, based on the actual length of the work day (8-3/4 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 (7 hours). Notwithstanding paragraph 4, above, or Article 9, Section 3 of the Collective Agreement, the employees shall work the remaining one and three-quarters (1-3/4) hours of the work week during the remaining days of the week in which the general holiday falls; such time will be scheduled.

6. Shift differential shall only be paid for the actual hours worked on an afternoon shift when scheduled.
7. No cost or loss shall be incurred by the City and no gain in benefits or working conditions shall be received by the employees as a result of the implementation of the modified work schedule.
8. Either party may terminate the provisions of this Letter of Understanding as a whole or by a functional area as outlined above by providing two weeks (fourteen (14) days) written notice to the other party.

9. Upon expiration, on February 8, 2000, 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.
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.

<i>"Laurie Larsen"</i>	<i>"Margaret Ostrom"</i>
For the Union	For the City
<i>"July 29/99"</i>	<i>"July 29, 1999"</i>
Date	Date

Schedule A
Re: Flexible Work Week - RCMP Block Watch Program

Block Watch Supervisor (Mary-Ellen Copland) – takes flex day after it is earned		
Monday – Thursday	8:00 a.m. – 5:45 p.m.	
Block Watch Assistant (Marlene Drozda) – takes flex day after it is earned		
Monday	8:00 a.m. – 5:45 p.m.	Fleetwood
Tuesday	8:00 a.m. – 5:45 p.m.	City Centre
Wednesday	8:00 a.m. – 5:45 p.m.	Fleetwood
Thursday	8:00 a.m. – 5:45 p.m.	City Centre
Block Watch Assistant (Christine Calder) – takes flex day before it is earned		
Wednesday	8:00 a.m. – 5:45 p.m.	Newton
Thursday	8:00 a.m. – 5:45 p.m.	S. Surrey
Friday	8:00 a.m. – 5:45 p.m.	S. Surrey
Saturday	8:00 a.m. – 5:45 p.m.	Newton

LETTER OF UNDERSTANDING #13

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

Re: Ten (10) Hour Shifts – Engineering 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 on a trial basis under Article 9, Section 7, without prejudice and without precedent to the rights of either party, as follows:

- (1) A modified summer work week schedule shall apply on a voluntary basis only to regular full time employees in the Engineering Operations Division, as per Appendix A.
- (2) Ten (10) consecutive hours worked, exclusive of a one-half (1/2) hour lunch break, shall constitute a shift. Afternoon shift 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 pilot 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 two weeks (fourteen (14) days) written notice to the other party.
- (8) Upon expiration, on December 30, **2002**, 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.
- (10) It is understood that both parties intend to table proposals regarding the hours of work provisions of the collective agreement in the next round of collective bargaining.

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

<u>“Laurie Larsen”</u>	<u>“Margaret Ostrom”</u>
For the Union	For the City
<u>“June 18/99”</u>	<u>“June 18, 1999”</u>
Date	Date

Appendix A
Re: Ten (10) Hour Shifts – Engineering Operations

<i>Employee</i>	<i>Day shift Schedule - Four Day Week (6:00 - 4:30)</i>
Gord Van Haar	Tuesday - Friday
Jack Conlin	Monday - Thursday
Dori Springham	Tuesday - Friday
	<i>Steady 5 day week</i>
Brian Strelac	Monday - Friday
Robert Rivard	Monday - Friday
Bob Chernesky	Monday - Friday
Henry Fader	Monday - Friday
Connie Wright	Monday - Friday
	<i>Night Shift - 3:00 p.m. - 1:00 a.m. - 4 Day Week</i>
Gunther Haring	Monday - Thursday
Barry Harper	Tuesday - Friday
David McFadden	Tuesday - Friday
Riex Strobel	Monday - Thursday
Joe Wong	Monday - Thursday
David Percy	Tuesday - Friday
Dam Eyman	Monday - Thursday

LETTER OF UNDERSTANDING #14

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

Re: Ten (10) Hour Shifts – Parks 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 on a trial basis under Article 9, Section 7, without prejudice and without precedent to the rights of either party, as follows:

- (1) A modified summer work week schedule shall apply on a voluntary basis only to regular full time employees in the Parks Division as specified in Appendix A.
- (2) Ten (10) consecutive hours worked, exclusive of a one-half (1/2) hour lunch break, shall constitute a shift.
- (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 pilot 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 two weeks (fourteen (14) days) written notice to the other party.
- (8) Upon expiration, on December 30, **2002**, 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.
- (10) It is understood that both parties intend to table proposals regarding the hours of work provisions of the collective agreement in the next round of collective bargaining.

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

<i>"Laurie Larsen"</i>	<i>"Margaret Ostrom"</i>
For the Union	For the City
<i>"June 18/99"</i>	<i>"June 18, 1999"</i>
Date	Date

Appendix A
Re: Ten (10) Hour Shifts – Parks Operations

Section / Functional Area	Employee	Schedule
North Operations – Horticulture	Bob Adamson	Monday - Thursday
North Operations – Horticulture	Jan Fisher	Tuesday - Friday
North Operations – Horticulture	Garry Leong	Tuesday - Friday
North Operations – Horticulture	James Logan	Monday - Thursday
South Operations – Horticulture	Larry Griffiths	Wednesday - Saturday
South Operations – Horticulture	John Bubella	Monday - Thursday
South Operations – Grounds Maintenance	Sandy Grubisch	Tuesday - Friday
City-Wide Services - Turf Culture	Ryan Braefield	Tuesday - Friday
City-Wide Services - Turf Culture	Mike Kuhn	Monday - Thursday
City-Wide Services - Turf Culture	Cliff Hoegler	Tuesday - Friday
City-Wide Services - Turf Culture	Ryan Pearson	Monday - Thursday
City-Wide Services - Urban Forestry	Steve Clayton	Monday - Thursday
City-Wide Services - Urban Forestry	John Monk	Tuesday - Friday
South Operations – Gardener	Ray Gurr	Monday - Thursday
South Operations – Labourer	Jim Yew	Tuesday - Friday
South Operations – Gardener	Annette Laboucane	Tuesday - Friday
South Operations – Grounds Keeper 2	Shawn Gurney	Monday - Thursday

LETTER OF UNDERSTANDING #15

- 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

Community Service Co-ordinator 1
Community Service Co-ordinator 2
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"

LETTER OF UNDERSTANDING #16

- 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, if available, or be terminated at the conclusion of their term.
- (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

LETTER OF UNDERSTANDING #17

- 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 commencing January 1, 2000, 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.

Unless the parties mutually agree in writing to extend the effect of this Letter of Understanding, it shall expire on the last day before the expiration of the collective agreement commencing January 1, 2000, and upon expiration shall be null and void and cease to have any effect. Project employees hired before the expiry date of this Letter of Understanding shall continue employment under the terms and conditions set out in this Letter of Understanding until the expiration of their term of employment.

For the City:

"John Dominato"
John Dominato

"Jeff Marwick"
Jeff Marwick

"Brian Merryweather"
Brian Merryweather

"Gerry McKinnon"
Gerry McKinnon

For the Union:

"Jean Kilby"
Jean Kilby

"Margaret Krenus"
Margaret Krenus

"Laurie Larsen"
Laurie Larsen

"Marilyn Moase"
Marilyn Moase

"Sheila McKinnon"

Sheila McKinnon

"Arden Noel"

Arden Noel

"Cliff Pederson"

Cliff Pederson

"Gary Yee"

Gary Yee

"Nov-9-00"

Date

LETTER OF UNDERSTANDING #18

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

Re: Job Classification Referee/Umpire

1. The Job Classification Referee/Umpire shall be James E. Dorsey or, if he/she is unavailable in a timely manner,

Dalton Larson
Alan Hope.
2. The Referee/Umpire has all of the powers and authority of a single arbitrator, in accordance with Article
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

LETTER OF UNDERSTANDING #19

- 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

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 #20

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

Re: Seniority - Grandfathering

The Union agrees to grandfather seniority for the following employees beyond the 3 years maximum from the date of their transfer outside the bargaining unit:

Joanne Reston
Marie Parent
Donna Jones
Christine Powell
Christine Lindemere

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

LETTER OF UNDERSTANDING #21

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

Re: Part-Time Seniority

During negotiations for the current Collective Agreement, the parties entered into numerous discussions with regard to granting Part-Time 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 Part-Time Seniority.

For the City:

"Gerry McKinnon"

"John Dominato"

"Brian Merryweather"

"Sheila McKinnon"

"Jeff Marwick"

"Nov-10-00"

Date

For the Union:

"Jean Kilby"

"Margaret Krenus"

"Laurie Larsen"

"Marilyn Moase"

"Arden Noel"

"Gary Yee"

"Cliff Pederson"

LETTER OF UNDERSTANDING #22

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

Re: Minimum Hours of Work For Part-Time 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 part-time 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 part-time staff in these divisions on a two (2) hour per day minimum basis.

Furthermore, Parks, Recreation and Culture may employ regularly scheduled part-time 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 30, 2002.

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

For the Union:

"Jeannie Kilby"
Jean Kilby

"Laurie Larsen"
Laurie Larsen

“Brian Merryweather”

Brian Merryweather

“Cliff Pederson”

Cliff Pederson

“September 12, 2001”

Date

“September 12, 2001”

Date

LETTER OF UNDERSTANDING #23

- 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, Technology and HR 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 Clerk

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”

LETTER OF UNDERSTANDING #24
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
 - Steno Secretary
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”

LETTER OF UNDERSTANDING #25

- 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