

Collective Agreement

Between

The city of Surrey

and

**Canadian Union of Public Employees
Surrey, BC, Local 402**

Begins:

01/01/2003

Terminates:

12/31/2006

07357(08)

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**COLLECTIVE AGREEMENT
2003 - 2006**

THIS AGREEMENT entered this **5th** day of **November 2003**

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 Clerk

Assistant City Solicitor (2)

Business Development Officers (3)

City Clerk

City Manager

City Solicitor

Deputy City Clerk

Deputy City Solicitor

Executive Assistant to City Manager

Legal Assistant (3)

Motion Picture Liaison

Manager, Administrative & Regulatory Services

Manager, Corporate Studies

Manager, Economic Development

Manager, Filming & Special Events

Manager, Legislation

Manager, Legislative Projects

Manager, Special Projects

Realty Solicitor

Senior By-law Enforcement Officer

Engineering Department

Administrative Coordinator (2)

Appraisals & Conveyancing Manager

Client Services Coordinator

Contracts & Solid Waste Manager

Drainage & Environment Manager

Drainage Planning Manager

Environmental Officer

Fleet & Garage Manager

General Manager, Engineering

GIS Coordinator

Inspection Services Manager

Land Development Engineer

Land Development Manager

Manager, Design & Construction

Manager, Land Development

Manager, Operations

Manager, Realty Services

Manager, Support Services

Manager, Transportation

Manager, Utilities & Construction

Project Engineer (5)

Project Land Surveyor (2)

Project Manager (1)

Pumps & Controls Manager

Realty Assets Manager

Roads & Drainage Central Operations Manager

Roads & Drainage Operations North Manager

Roads & Drainage Operations South Manager

Roads & Transportation **Planning** Engineer

Roads Design & Construction Manager

Sanitary Sewer Operations & Construction
Manager

Sewer Engineer

Spatial Information Manager

Survey Manager

Survey Supervisor

Traffic Operations Engineer

Traffic Operations Manager

Transportation Engineer

Uplands Drainage Engineer

Utility Operations Engineer

Water Engineer

Water Operations Manager

**Finance, Planning, and Human Resources
Department**

Accounting & Payroll Manager

Administrative Coordinator

Budgets & Reporting Manager

Business/Financial Analyst

Claims Adjuster

Claims Examiner

Client Support Manager

Compensation and Benefits Manager

Employment and Occupational Health & Safety

Financial Planning Manager

Financial Systems Manager

General Manager, Finance, Technology & HR

Health & Safety Assistant

Human Resources Advisor (5)

Human Resources Assistant (5)

Infrastructure Services Manager

Integration Planning Manager

Labour Relations Advisor

Labour Relations Manager

Manager, Financial **Services**

Manager, Human Resources

Manager, Information Technology

Occupational Health Advisor

Organizational and Staff Development Manager

Purchasing & Payments Manager

Revenue & Treasury Manager

Risk Management Manager

Safety Advisor
Special Projects Manager
Strategic Development Manager
Technology Deployment Manager
Telecommunications Manager
Training & Support Services Manager

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
Arena Operations Manager
Arts & Community Development Manager
Business **Operations** & Athletic Field Systems
Community Arts Services Manager
Community & Leisure Services Manager,
Cloverdale
Community & Leisure Services Manager,
Fleetwood
Community & Leisure Services Manager,
Guildford
Community & Leisure Services Manager, Newton
Community & Leisure Services Manager, North
Community & Leisure Services Manager, South
Community Development Services Manager
Facilities Construction Foreman
Facilities Manager
General Manager, Parks, Recreation & Culture
Heritage Services Manager
Maintenance & Operations Manager
Manager Business Systems Manager
Manager, Community & Leisure Services
Manager, Parks
Manager, Planning, Design & Corporate Services
Marketing & Community Relations Manager
Operational Support Manager
Park Development Services Manager
Park Operations Manager, North
Park Operations Manager, South
Project Manager (1)
Senior Facilities Architect
Urban Forestry & Environmental Services
Manager
Visual Arts Manager

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, **Long Range Planning & Policy**
Manager, Marketing
Manager, North Surrey
Manager, Plumbing Section
Manager, Residential Section
Manager, South Surrey
Mechanical Fire Protection Systems Engineer

RCMP

Accounting Supervisor
Administrative Assistant
Administrative Assistant – Internal Affairs
Auxiliary Constable Program Supervisor
Administrative Coordinator
Cells Supervisor/Provost
Computer Services Manager
Crime Analysts
Diversity Coordinator
Manager, Administrative Services
Manager, Administrative Support Services
Manager, OCC
Manager, Support Services – CIB
Manager, Victim Services, RCMP
OCC Team Supervisor (4)
Quality Control Supervisor
Records Supervisor
Strategic Research Policy Advisor
Supervisor Court Liaison
Training Supervisor

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 **EMPLOYEE'S RIGHTS**

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

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

2.3 For the satisfactory and efficient operation of the City's business, the parties to this Agreement recognize the following Departments:

Inside Division:

Office of the Mayor
City Manager's Office
Engineering Department
Finance, **Technology & HR** Department
Planning & Development Department
RCMP (Civilian)

Parks, Recreation and Culture Division:

Parks Department
Recreation Department
Culture Department

Outside Division:

Engineering Department – Operations Branch

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

Engineering Department – Operations Branch - **Water Section**

Engineering Department – Operations Branch – **Garage Section**

Planning, Design & Corporate Facilities Department

Finance, **Technology & HR Department**- Purchasing & **Payments Section**

ARTICLE 3

UNION SECURITY

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

ARTICLE 4

ADJUSTMENT OF GRIEVANCES

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

4.2 **Time Limits**

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

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

4.3 **Managers May Reply**

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

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

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

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 Representative**

An employee shall have the right to **have** a Shop Steward or Union Representative present when written disciplinary action is to be taken (written warning, suspension, dismissal.) Furthermore, such a right is

also applicable when an employee is to be subject to a verbal warning which may form part of the disciplinary record in the future.

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

4.5 Grievance Procedure- Individual and Group Grievances

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

Step 1

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

Step 2

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

Step 3

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

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

Step 4

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

4.6

Grievance Procedure - Policy and Dismissal

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

4.7

Arbitration

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

the expense of the arbitrator and pay one-half of the expenses of the chairperson. The Board shall finally settle such difference within ten (10) days after the appointment of the Chairperson.

- (b) In the event the Board of Arbitration finds that an employee has been dismissed or suspended for other than proper cause, the Board of Arbitration may direct the City to reinstate the employee, and to pay the employee a sum equal to their wages or salary lost by reason of such suspension or discharge, or such lesser sum as in the opinion of the Board of Arbitration is fair and reasonable, or make such other order as it considers fair and reasonable having regard to the terms of the Collective Agreement between the parties.
- (c) Upon mutual agreement of the parties, the tri-partite arbitration process set out in (a) above, may be replaced by a single arbitrator process.

ARTICLE 5

VACATIONS AND GENERAL HOLIDAYS

5.1

General Holidays

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

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

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

5.2

Where General Holidays or public holidays declared by the Council of the City occur while an employee is on Annual Holiday or on his/her regular days off, extra days in lieu of such holidays shall be granted. It is understood premium pay is not paid on any other day than the actual General Holiday.

5.3

Annual Vacations

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

- (a) Employees leaving the service in less than twelve (12) months from the date of their employment, shall receive 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

PL **RS**

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

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

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

6.4

Sick Leave

- (a) All employees shall be granted eighteen (**18**) days' sick leave with pay for each year of continuous service on the basis of one and one-half (1 1/2) days per month on completion of the employee's three (**3**) months employment, retroactive to the employee's first completed calendar month of service. All unused sick leave to accumulate to a maximum of one hundred twenty (**120**) days.
- (b) All employees covered by this Agreement shall contribute a specified number of sick leave days per year to a Sick Leave Bank to be administered by the Union.
- (c) An employee who uses no sick leave during the year shall receive three (3) days at the employee's regular rate of pay at the end of the year and a credit of thirteen (**13**) days' sick leave to the employee's maximum accumulation of one hundred twenty (**120**) days. The three (3) days to be assigned and to become effective as follows each year: May 1, September 1, and December 31. These days will be paid **out** at the end of each period.

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

- (d) Employees may be required to complete a statutory declaration certifying as to illness or attested to by a Notary Public or a doctor's certificate to obtain sick pay.
- (e) Employees 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 (3) months employment will be covered by a one hundred percent (100%) Extended Health Benefit Plan with the standard \$25.00 deductible. **Effective January 1, 2004, the standard deductible shall be fifty dollars (\$50.00). Effective January 1, 2006, the standard**

deductible shall be one hundred dollars (\$100.00). 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. **Effective January 1, 2004, the optical benefit is a maximum of three hundred dollars (\$300.00) 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 (3) 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 **seventeen (17)** 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 **seventeen (17)** 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 **thirty-seven (37)** 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 **four thousand, five hundred dollars (\$4,500.00)**).
- (b) All regular part-time employees who elect to enroll, after accumulating one thousand hours, will be covered by a ~~sixty~~ percent (60%) Long Term Disability Plan (maximum monthly benefit of **four thousand, five hundred dollars (\$4,500.00)**).
- (c) In exchange for the value of two (2) **sick** days, the City agrees to redirect the funds to purchase a jointly agreed upon Long Term Disability Plan.
- (d) It is understood that eligibility for payment of the Long Term Disability Plan benefits shall be subject to the terms and conditions of the Long Term Disability Policy, as amended from time to time.

6.10 **Group Household Insurance**

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 **Article 7.11**, or other working conditions not provided for in this Agreement, it is agreed that either party shall meet the other party in order to carry out such discussions as soon as possible, and in any event, not later than fifteen (15) days from the date of written request by one party to an officer of the other party.
- (b) For the purpose of **Article 7.5** it is mutually agreed between the parties hereto that the representatives appointed by each side shall not exceed five (5) members per side present at any meeting.
- (c) Any negotiations for the renewal or revision of this Agreement coming within the scope of Collective Bargaining, Article 14, shall be conducted by representatives appointed by each side who shall not exceed five (5) representatives per side.
- (d) The Union agrees that none of its members shall transact any of its business or any Union business during working hours, except the Union President and Secretary or their appointed representative, who may from time to time meet with the City Manager or other officials of the City to transact business relating to personnel and

the Collective Agreement, and with the exception of sub-sections (a), (b), and (c) above. For the purpose of this section, the City agrees that any officers or members of the Union who may be requested to be in attendance at any such meeting shall do so without loss of salary, wages or other benefits.

(e) Leave of Absence for Union Functions

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

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

it is agreed that any employee who is elected or selected for a full-time position with the Union or any body with which the Union is affiliated, shall be granted leave of absence, without pay and without loss of seniority by the City for a period up to one year, and such leave may be extended each year on request during the employee's term of office.

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

(g) Leave of Absence for Public Office Duties

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

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

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

7.6 **Job Postings**

- (a) Vacancies and new positions covered by this Agreement shall be posted and remain posted for a period of five (5) working days prior to the filling of the vacancy or new position. It is agreed between the parties that should the necessity arise, that the vacancy or new position can be filled by a temporary employee for a period not exceeding fifteen (15) working days; however, due to unusual circumstances, this period may be extended by mutual consent. All appointees to vacancies or new positions shall be subject to a probationary period, or a trial period, as applicable, 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 : 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, fiance 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. **The rate will be set at one**

cent (1¢) per kilometre more than the non-taxable rate set by the Canada Customs and Revenue Agency.

7.13 Education Allowance

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

- (b) Professional Fees and Licenses

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

ARTICLE 8 **WAGES AND SALARIES**

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

 - (b) Payment of wages shall be issued bi-weekly on a Friday.

 - (c) Payment of wages for vacations, general holidays, paid leave of absence, sick leave, or other paid authorized leave, shall be at the employee's regular classified rate of pay and shall not include any type of premium pay.

 - (d) Temporary appointments of more than a duration of six (6) continuous months in a calendar year shall result in the employee receiving benefits at the higher rate for that period of time while in the higher classification.

8.2 **Temporary Appointments - Inside**

- (a) When any salaried employee is appointed or requested by the General Manager to perform temporarily, work for which a higher classification is provided, such employee shall be paid immediately the appropriate rate in the higher classification to which he/she has been temporarily assigned.

- (b) This adjustment shall be made for each working day, or portion of a working day that said employee is required to function either performing the principal duties or wholly in the higher classification, provided, that for the purposes of calculation, it shall be deemed that there are twenty-one (21) working days in a month.

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

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

8.3 Temporary Appointments - Outside

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

8.4 Temporary Appointments Outside the Bargaining Unit

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

8.5 Job Security

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

8.6

Overtime

(a) Overtime Definition

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

(b) Overtime Rate

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

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

- (c) It is agreed between the parties that employees who are required to work overtime on their regular days off, shall be paid a minimum of two (2) hours' pay at the applicable overtime rate or overtime rates for all hours worked, whichever is greater.

(d) Calculation of Overtime - Inside Employees

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

(e) Time Off in Lieu of Overtime Payment

Time off in lieu of payment for overtime shall be allowed on the basis of time off credit for actual hours worked, with the premium portion of the overtime being paid out. Time off credits shall be calculated to the nearest one half (1/2) day, and the balance paid out at the time the employee elects to take time off, or as otherwise mutually agreed. The accumulation shall not exceed seventy (70), seventy-five (75) or eighty (80) hours, as the case may be, in any

calendar year. No accumulation of overtime shall be carried forward into the following year except overtime accumulated after August 31st of the calendar year, which shall be taken by April 30th of the following year.

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

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

(f) Call Out

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

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

8.7

Stand-By Pay

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

8.8 **Sunday Work Premium**

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

ARTICLE 9 **HOURS OF WORK**

9.1 **Inside Employees**

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

- (b) The regular hours of work for **Surveyors** and **Survey Assistants** shall be seven and one-half (7 1/2) hours per day, eight (8) A.M. to four (4) P.M. with one-half (1/2) hour off for lunch, Monday through Friday. No overtime shall be worked by *Instrumentperson* or *Rodperson*, except with express approval and authority of the General Manager and the hours of overtime worked shall be certified by the said General Manager to the Payroll Department before payment is made. Payment for overtime worked shall be in accordance with the provisions of **Article 8.6**, of this Agreement and shall be paid when the employee is required to work in excess of seven and one-half (7-1/2) hours in the regular work day or for work performed on Saturdays or Sundays.

- (c) For the purpose of this Section, **employees** under the jurisdiction of the R.C.M. Police and Computer Operators and all other employees of Information Technology hired after June 15, 1971,

are exempt from a strict schedule of hours of work. However, any hours worked in excess of seven (7) hours per day or thirty-five (35) hours per week, by office personnel under the jurisdiction of the R.C.M. Police shall be paid overtime rates in accordance with **Article 8.6** of this Agreement.

- (d) For the purpose of this Section, Janitors, Stockroom Clerks, Radio Operators, Dispatcher Clerks, R.C.M. Police Radio Operators and **employees** under the jurisdiction of the R.C.M. Police who work in excess of eight (8) hours per day or forty (**40**) hours per week shall be paid overtime rates in accordance with **Article 8.6** of this Agreement.
- (e) For the purpose of **Article 8.6**, employees in the Mail Room/Print Room shall work any seven (7) consecutive **hours** per day worked between 6 A.M. and 5 P.M. daily with one (1) hour off for lunch Monday through Friday, inclusive.
- (f) Planners 1 and 2, Property Negotiators 1 and 2, and Engineering Assistants 1, 2, 3, and 4 shall be exempt from a strict schedule of hours of work when required to attend meetings called by City Council or public consultation meetings. However, any hours worked in excess of seven (7) hours per day or thirty-five (35) hours per week shall be paid overtime rates in accordance with **Article 8.6** of this Agreement.

9.2

Provisions re: Radio Operators

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

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

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

9.3

Outside Employees

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

9.4

Provisions re: Patrol

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

- (a) Eight **(8)** consecutive hours shall constitute a shift.
- (b) Five **(5)** consecutive shifts shall constitute a work week, followed by at least **two** (2) consecutive days off.
- (c) In the event a Patrolperson exceeds eight (8) hours in a day or works in excess of forty (40) hours in a work week, overtime payment will be made in accordance with **Article 8.6** of this Agreement.
- (d) **Employees** who are required to work as Patrolpersons on Saturdays, Sundays and General Holidays or as relief Patrolpersons shall be paid at the rate of pay set out in Schedule "C" of this Agreement when working as Patrolperson. When assigned to other work they shall be paid the rate of pay for the job to which they are assigned.

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

9.5 **Reporting for Work**

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

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 2.3** of this Agreement.
- (c) It is mutually agreed that, when hiring new employees, preference may, subject to the same conditions as in **Article 10.2** hereof, be given to those employees of the City who have had previous seniority.

10.2

Promotions

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

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

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

10.3

Demotions Due to Lay-Off

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

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

10.4

Transfers Within the Bargaining Unit

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

Transfers Outside the Bargaining Unit

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

Transfers From Full-Time to Regular Part-Time

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

10.5

Lay-Off

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

1. It is recognized by the parties to this Agreement that lay-offs may occur in only one Department of the City at one time.

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

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

10.6

Recall

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

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

and shall report for work within five (5) days of acceptance of their recall.

10.7 Retention of Seniority

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

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

10.8 Loss of Seniority

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

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

10.9 Day Shift Preference

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

ARTICLE 11 **JOINT HEALTH & SAFETY COMMITTEE**

- (a) The City shall maintain a Joint Health and Safety Committee consisting of not more than twelve **(12)** members in pursuance of regulations made pursuant to the provisions of the ***Workers Compensation Act***.
- (b) Such Joint Health and Safety Committee shall **so** far as practicable be co-chaired and consist of an equal number of representatives of the City and Employees. Employee representatives shall be appointed by the Union.
- (c) Employee representatives shall be regular employees of the City, with at least one (1) 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 10.1**.
- 12.4** (a) "Temporary Employee" - shall be defined as a person hired to augment the regular workforce and employed to work a regular work week for a duration of time of less than six months, unless otherwise mutually agreed. After accumulating one thousand (1,000) hours of temporary employment, temporary employees' accumulated seniority shall be recognized for applying on posted positions. It is understood temporary employee seniority shall

accrue during consecutive years only. The Employer will provide the Union with the advance notice of any intention to extend the initial six (6) month appointment of a temporary employee, and the Employer will not make any such extension without the prior written agreement of the Union. The Union will not unreasonably withhold agreement to a request for extension.

- (b) "**Auxiliary** Employee" - shall be defined as a person who works less than the normal work week or work day for that position.
- (c) "**Auxiliary**, Regular Part Time and Temporary Employee Benefits" – **Auxiliary** and Temporary employees shall receive twelve percent (12%) cash settlement on their pay cheque to cover medical and sick leave benefits, vacation and general holidays, group life and other miscellaneous benefits. **Auxiliary** 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 **auxiliary** employee is selected as a regular employee during or at the completion of employment, the employee shall have seniority rights recognized retroactive to the original date of hire. Such seniority shall be accumulative based on hours worked from date of hire, in consecutive years.

ARTICLE 13 **SPECIAL PROVISIONS**

13.1 **Parks, Recreation & Culture 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 9.1**, the regular hours of work for permanent and temporary employees in such operations shall be any seven (7), seven and one half (7-1/2) or eight (**8**) hours of work exclusive of 1/2 or 1 hour lunch period. Where the General Manager requires a six (6) or seven (7) day operation per week, the normal work week for permanent and temporary employees in such operations

may be any five (5) consecutive days with two (2) consecutive days of rest.

- (c) It is agreed that the City will schedule "off season" work in Parks, Recreation & Culture as much as is practical between Monday and Friday where service to the public is not impaired.

(d) **Auxiliary Aquatics Employees - Seniority Accumulation**

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

13.2 Premium Pay

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

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

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

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

(c) **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) Clothing damaged during the course of an employee's work, that is damaged beyond reasonable expectation may be replaced by the City on approval of the General Manager.
- (b) If an employee is required to wear a uniform or other special apparel, the City shall supply the uniform as well as clean, launder, upkeep and repair without charge to the employee.
- (c) Employees employed in the City Shops will be provided with coveralls **or smocks** and laundry service for same by the City.
- (d) Employees who are employed on Sanitary Sewer Cleaning Machines will be provided with coveralls and gloves and laundry service for same by the City.
- (e) The City agrees to provide: a boot allowance of One Hundred Dollars (\$100.00) each year to be paid in November to those employees who, as part of their everyday responsibilities, have extended exposure to hot mix asphalt 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 13.4 (a)**.
- (f) **The City agrees to provide Aquatics Employess (Parks, Recreation & Culture) with clothing as per Schedule "G":**
- (g) **The City agrees to provide Recreation Facility Maintenance Workers (Parks, Recreation & Culture) with clothing as per Schedule "G".**

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

13.5 Insurance

The City will provide 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 **TION OF AGREEMENT**

14.1 This Agreement shall be for the period from and including **January 1, 2003**, to and including **December 31, 2006**, and from year to year thereafter subject to the right of either party to the Agreement, at any time within four **(4)** months immediately preceding the date of the expiry of this Agreement (**December 31, 2006**) or immediately preceding 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 "17" day of "August" 2004.

APPROVED AND ADOPTED by the Canadian Union of Public Employees (City) B.C., Local No. 402, this "17" day of "August" 2004.

"Doug McCallum"

MAYOR **D. McCallum**

"Laurie Larsen"

PRESIDENT **L. Larsen**

"Margaret Jones"

CITY CLERK **M. Jones**

"Larry Harrison"

SECRETARY **L. Harrison**

SCHEDULE "A"**Inside Staff Classifications and Pay Grades**

January 1, 2003

Classification	Pay Grade	Classification	Pay Grade
Accountant 1	23	Conveyancer 2	21
Accountant 2	26	Conveyancer 3	24
Accountant 3	29	*Court Liaison Officer	22B
Accounting Clerk 1	15	Crime Prevention Program Coordinator	19
Accounting Clerk 2	18	Crisis Intervention Worker	12K
Accounting Clerk 3	21	Database Analyst 1	25
Administrative Ass't. – Leg. Services	19	Database Analyst 2	27
Application Analyst 1	25	Database Analyst 3	29
Application Analyst 2	27	Data Preparation Supervisor	18
Application Analyst 3	29	District Office Coordinator (RCMP)	19
Application Specialist 1	22	Drafter Trainee	11
Application Specialist 2	25	Drafter 1	15
Application Specialist 3	27	Drafter 2	19
*Art Coordinator	20	Drafter 3	23
Arts Centre Technician	19	Drug Section Clerk Typist (RCMP)	15
Assistant City Collector	25	Electrical Inspector 1	27
Assistant Deputy Clerk	23	Electrical Inspector 2	29
Assistant District Office Coordinator	16	Engineering Assistant 1	21
Associate Planner	25	Engineering Assistant 2	25
Block Watch Assistant Coordinator	16	Engineering Assistant 3	27
Block Watch Supervisor	19	Engineering Assistant 4	29
Building Inspector 1	27	Engineering Inspector 1	22
Building Inspector 2	29	Engineering Inspector 2	25
*Business Operations Coordinator	21	Engineering Inspector 3	27
*Business Support Services Assistant	16	Engineering Ops. Clerk	17
Buyer 1	17	*Environmental Technician-Arboriculture	21
Buyer 2	21	Environmental Technologist	25
Buyer 3	23	*Exhibits Officer – RCMP	17B
By-law Enforc./Bus. Lic. Clerk 1	17	*FIS Clerk – RCMP	15
By-law Enforc./Bus. Lic. Clerk 2	18	*Fleet Services Supervisor	00F
By-law Enforcement Officer 1	26	*FOH Services Coordinator	19
By-law Enforcement Officer 2	27	Graphic Designer 1	20
Cashier	14	Graphic Designer 2	23
Chief Clerk – Permits & Licenses	24	Guard	17L
*Chief Clerk – Shops	20K	Identification Technician 1 (RCMP)	18
Chief Draftsperson	25	Identification Technician 2 (RCMP)	22
*CIIDS Application Specialist	22	Information Officer (RCMP)	19K
Clerk 2	9	IT Architect 1	31
Clerk 3	12	IT Architect 2	33
Clerk 4	15	IT Architect 3	35
Clerk Typist Trainee	00T	Laboratory Technician – RCMP	19
Clerk Typist 2	9	Landscape Architect	29
Clerk Typist 3	12A	Landscape Technician	23
Clerk Typist 4	15	License Inspector	22
Community Development Officer	26	Mapping Technician 1	18
*Comm. Justice Program Coordinator	25K	Mapping Technician 2	21
Community Services Coordinator 1	19	Materials Control Supervisor	23L
Community Services Coordinator 2	23A	Marketing Coordinator	23
Conveyancer 1	18	Network Analyst 1	25

Classification	Pay Grade
Network Analyst 2	27
Network Analyst 3	29
Operations Specialist 1	20
Operations Specialist 2	22
Parks & Recreation Planner	29
Payroll Technician	19
PIRS Coordinator	16
Plan Checker 1	21
Plan Checker 2	24
Plan Checker 3	27
Plan Checker/Building Inspector	27
Planner 1	28
Planner 2	29
Planning Operations Clerk	17
Planning Technician 1	20
Planning Technician 2	23
Planning Technician 3	26
Plumbing Inspector 1	27
Plumbing Inspector 2	29
*Police Accts & Procurement Clerk	19
Police Accounts Clerk 1	15
Police Accounts Clerk 2	18
Print Shop Clerk	15
Print Shop Operator	17
Printer	00P
Property Appraiser 1	26
Property Appraiser 2	29
Property Negotiator 1	26
Property Negotiator 2	29
*Property Tax and Utility Rep.	17
*Quality Control Reader	22B
Record Control Clerk	15
Records Clerk 2 (RCMP)	9
Records Clerk 3 (RCMP)	12
Records Clerk 4 – CIIDS (RCMP)	15
Records Clerk 4 – CPIC (RCMP)	15
Records Clerk 4 Insurance (RCMP)	15
Recreation Programmer – Aquatic Fac	19

Classification	Pay Grade
S.C.A.D.A. Radio System Operator 1	27K
S.C.A.D.A. Radio System Operator 2	29K
Senior Clerk – Purchasing & Stores	23
Senior Court Liaison Clerk	19
*Senior Exhibits Officer – RCMP	19B
Senior Operations Clerk	20
Senior Planner	31
Senior Tax and Utility Clerk	21
Steno Secretary	18
Support Specialist Trainee–Coop Student	10
support Specialist 1	14
Support Specialist 2	16
Support Specialist 3	18
Survey Assistant (Step 1 & 2)	17C
Surveyor 1 (Step 3 & 4)	17D
Surveyor 2	19C
Surveyor 3	22C
Switchboard Operator	10
Switchboard Operator – City Hall	12
Switchboard Operator – (RCMP)	12
Tape Librarian and Relief Operator	19
Tax and Utility Clerk – Trainee	11
Team Leader (RCMP Records)	17
Team Leader 1 (IT)	29
Team Leader 2 (IT)	31
*Telecommunications Operator 1	18B
Telecommunications Operator 2	22C
Traffic Information Officer – RCMP	19K
Traffic Survey Clerk	00S
Training Assistant (RCMP)	14
Utility Rates Inspector	20
*Victim Services Support Worker 1	17K
*Victim Services Support Worker 2	20K
Watchperson	16K
Water Service Inspector	20
Yard Radio Operator	16
*Youth Counsellor – RCMP	23K

* Under review by the Union at the time of printing this collective agreement

SCHEDULE “B”

**Inside Staff Pay Grades
(35 hours per week)
Effective January 1, 2003**

Pay Grade	Standard Step 1	6 Month Step 2	18 Month Step 3	30 Month Step 4	42 Month Step 5
8	\$1,161.94	\$1,172.02	\$1,185.48	\$1,216.85	
9	\$1,172.02	\$1,185.48	\$1,216.85	\$1,241.50	
10	\$1,185.48	\$1,216.85	\$1,241.50	\$1,266.14	
11	\$1,216.85	\$1,241.50	\$1,266.14	\$1,298.64	
12	\$1,241.50	\$1,266.14	\$1,298.64	\$1,317.68	
12A	\$1,241.50	\$1,266.14	\$1,298.64	\$1,358.02	
13	\$1,266.14	\$1,298.64	\$1,317.68	\$1,355.79	
14	\$1,298.64	\$1,317.68	\$1,355.79	\$1,380.44	
15	\$1,317.68	\$1,355.79	\$1,380.44	\$1,431.98	
16	\$1,355.79	\$1,380.44	\$1,431.98	\$1,471.19	
17	\$1,380.44	\$1,431.98	\$1,471.19	\$1,513.76	
18	\$1,431.98	\$1,471.19	\$1,513.76	\$1,561.95	
19	\$1,471.19	\$1,513.76	\$1,561.95	\$1,606.77	
20	\$1,513.76	\$1,561.95	\$1,606.77	\$1,674.00	
21	\$1,561.95	\$1,606.77	\$1,674.00	\$1,737.87	
22	\$1,606.77	\$1,674.00	\$1,737.87	\$1,803.97	
23	\$1,674.00	\$1,737.87	\$1,803.97	\$1,880.17	
23A	\$1,674.00	\$1,737.87	\$1,803.97	\$1,880.17	\$1,957.47
24	\$1,737.87	\$1,803.97	\$1,880.17	\$1,957.47	
25	\$1,803.97	\$1,880.17	\$1,957.47	\$2,040.40	
26	\$1,880.17	\$1,957.47	\$2,040.40	\$2,123.32	
27	\$1,957.47	\$2,040.40	\$2,123.32	\$2,219.67	
28	\$2,040.40	\$2,123.32	\$2,219.67	\$2,301.47	
29	\$2,123.32	\$2,219.67	\$2,301.47	\$2,406.78	
30	\$2,219.67	\$2,301.47	\$2,406.78	\$2,506.50	
31	\$2,301.47	\$2,406.78	\$2,506.50	\$2,610.73	
32	\$2,406.78	\$2,506.50	\$2,610.73	\$2,720.36	
33	\$2,506.50	\$2,610.73	\$2,720.36	\$2,834.63	
34	\$2,610.73	\$2,720.36	\$2,834.63	\$2,953.68	
35	\$2,720.36	\$2,834.63	\$2,953.68	\$3,077.74	
00P	\$1,898.10				
00S	\$973.64				
00T	\$993.87	\$1,052.13			

SCHEDULE “B”

**Inside Staff Pay Grades
(37.5 hours per week)
Effective January 1, 2003**

Pay Grade	Standard Step 1	6 Month Step 2	18 Month Step 3	30 Month Step 4
17B	\$1,380.44	\$1,431.98	\$1,471.19	\$1,513.76
17C	\$1,390.52	\$1,442.06		
18B	\$1,440.69	\$1,480.15	\$1,522.98	\$1,571.46
19B	\$1,471.19	\$1,513.76	\$1,561.95	\$1,606.77
19C	\$1,482.39	\$1,523.86	\$1,572.03	\$1,616.85
22B	\$1,606.77	\$1,674.00	\$1,737.87	\$1,803.97
22C	\$1,616.85	\$1,684.08	\$1,747.95	\$1,815.17
	Step 1 1 st 12 mos.	Step 2 After 12 mos.		
17D	\$1,482.39	\$1,523.86		

**Inside Staff Pay Grades
(40 hours per week)
Effective January 1, 2003**

Pay Grade	Standard Step 1	6 Month Step 2	18 Month Step 3	30 Month Step 4
12K	-	-	-	-
16K	\$1,355.79	\$1,380.44	\$1,431.98	\$1,471.19
17K	\$1,380.44	\$1,431.98	\$1,471.19	\$1,513.76
17L	\$1,400.60	\$1,452.14	\$1,492.48	\$1,533.94
19K	\$1,471.19	\$1,513.76	\$1,561.95	\$1,606.77
20K	\$1,513.76	\$1,561.95	\$1,606.77	\$1,674.00
20L	\$1,533.94	\$1,583.24	\$1,626.94	\$1,694.16
23K	\$1,674.00	\$1,737.87	\$1,803.97	\$1,880.17
23L	\$1,694.16	\$1,758.04	\$1,825.26	\$1,901.45
25K	\$1,803.97	\$1,880.17	\$1,957.47	\$2,040.40
27K	\$1,957.47	\$2,040.40	\$2,123.32	\$2,219.67
29K	\$2,123.32	\$2,219.67	\$2,301.47	\$2,406.78
00F	\$2,191.04			

SCHEDULE "B"

**Inside Staff Pay Grades
(35 hours per week)
Effective January 1, 2004**

Pay Grade	Standard Step 1	6 Month Step 2	18 Month Step 3	30 Month Step 4	42 Month Step 5
8	\$1,190.99	\$1,201.32	\$1,215.12	\$1,247.27	
9	\$1,201.32	\$1,215.12	\$1,247.27	\$1,272.54	
10	\$1,215.12	\$1,247.27	\$1,272.54	\$1,297.79	
11	\$1,247.27	\$1,272.54	\$1,297.79	\$1,331.11	
12	\$1,272.54	\$1,297.79	\$1,331.11	\$1,350.62	
12A	\$1,272.54	\$1,297.79	\$1,331.11	\$1,391.97	
13	\$1,297.79	\$1,331.11	\$1,350.62	\$1,389.68	
14	\$1,331.11	\$1,350.62	\$1,389.68	\$1,414.95	
15	\$1,350.62	\$1,389.68	\$1,414.95	\$1,467.78	
16	\$1,389.68	\$1,414.95	\$1,467.78	\$1,507.97	
17	\$1,414.95	\$1,467.78	\$1,507.97	\$1,551.60	
18	\$1,467.78	\$1,507.97	\$1,551.60	\$1,601.00	
19	\$1,507.97	\$1,551.60	\$1,601.00	\$1,646.94	
20	\$1,551.60	\$1,601.00	\$1,646.94	\$1,715.85	
21	\$1,601.00	\$1,646.94	\$1,715.85	\$1,781.32	
22	\$1,646.94	\$1,715.85	\$1,781.32	\$1,849.07	
23	\$1,715.85	\$1,781.32	\$1,849.07	\$1,927.17	
23A	\$1,715.85	\$1,781.32	\$1,849.07	\$1,927.17	\$2,006.41
24	\$1,781.32	\$1,849.07	\$1,927.17	\$2,006.41	
25	\$1,849.07	\$1,927.17	\$2,006.41	\$2,091.41	
26	\$1,927.17	\$2,006.41	\$2,091.41	\$2,176.40	
27	\$2,006.41	\$2,091.41	\$2,176.40	\$2,275.16	
28	\$2,091.41	\$2,176.40	\$2,275.16	\$2,359.01	
29	\$2,176.40	\$2,275.16	\$2,359.01	\$2,466.95	
30	\$2,275.16	\$2,359.01	\$2,466.95	\$2,569.16	
31	\$2,359.01	\$2,466.95	\$2,569.16	\$2,676.00	
32	\$2,466.95	\$2,569.16	\$2,676.00	\$2,788.37	
33	\$2,569.16	\$2,676.00	\$2,788.37	\$2,905.50	
34	\$2,676.00	\$2,788.37	\$2,905.50	\$3,027.52	
35	\$2,788.37	\$2,905.50	\$3,027.52	\$3,154.68	
OOP	\$1,945.55				
OOS	\$997.98				
OOT	\$1,018.72	\$1,078.44			

SCHEDULE "B"

**Pay Grades
(3 hours per week)
Effective January 1, 2004**

Pay Grade	Standard Step 1	6 Month Step 2	18 Month Step 3	30 Month Step 4
17B	\$1,414.95	\$1,467.78	\$1,507.97	\$1,551.60
17C	\$1,425.28	\$1,478.11		
18B	\$1,476.71	\$1,517.15	\$1,561.05	\$1,610.75
19B	\$1,507.97	\$1,551.60	\$1,601.00	\$1,646.94
19C	\$1,519.45	\$1,561.96	\$1,611.33	\$1,657.27
22B	\$1,646.94	\$1,715.85	\$1,781.32	\$1,849.07
22C	\$1,657.27	\$1,726.18	\$1,791.65	\$1,860.55
	Step 1 1 st 12 mos.	Step 2 After 12 mos.		

**Inside Staff Pay Grades
(40 hours per week)
Effective January 1, 2004**

Pay Grade	Standard Step 1	6 Month Step 2	18 Month Step 3	30 Month Step 4
12K	\$1,272.54	\$1,297.79	\$1,331.11	\$1,350.62
16K	\$1,389.68	\$1,414.95	\$1,467.78	\$1,507.97
17K	\$1,414.95	\$1,467.78	\$1,507.97	\$1,551.60
17L	\$1,435.62	\$1,488.44	\$1,529.79	\$1,572.29
19K	\$1,507.97	\$1,551.60	\$1,601.00	\$1,646.94
20K	\$1,551.60	\$1,601.00	\$1,646.94	\$1,715.85
20L	\$1,572.29	\$1,622.82	\$1,667.62	\$1,736.52
23K	\$1,715.85	\$1,781.32	\$1,849.07	\$1,927.17
23L	\$1,736.52	\$1,801.99	\$1,870.89	\$1,948.99
25K	\$1,849.07	\$1,927.17	\$2,006.41	\$2,091.41
27K	\$2,006.41	\$2,091.41	\$2,176.40	\$2,275.16
29K	\$2,176.40	\$2,275.16	\$2,359.01	\$2,466.95
00F	\$2,245.82			

SCHEDULE “B”

**Inside Staff Pay Grades
(35 hours per week)
Effective January 1, 2005**

Pay Grade	Standard Step 1	6 Month Step 2	18 Month Step 3	30 Month Step 4	42 Month Step 5
8	\$1,220.76	\$1,231.35	\$1,245.50	\$1,278.45	
9	\$1,231.35	\$1,245.50	\$1,278.45	\$1,304.35	
10	\$1,245.50	\$1,278.45	\$1,304.35	\$1,330.23	
11	\$1,278.45	\$1,304.35	\$1,330.23	\$1,364.39	
12	\$1,304.35	\$1,330.23	\$1,364.39	\$1,384.39	
12A	\$1,304.35	\$1,330.23	\$1,364.39	\$1,426.77	
13	\$1,330.23	\$1,364.39	\$1,384.39	\$1,424.42	
14	\$1,364.39	\$1,384.39	\$1,424.42	\$1,450.32	
15	\$1,384.39	\$1,424.42	\$1,450.32	\$1,504.47	
16	\$1,424.42	\$1,450.32	\$1,504.47	\$1,545.67	
17	\$1,450.32	\$1,504.47	\$1,545.67	\$1,590.39	
18	\$1,504.47	\$1,545.67	\$1,590.39	\$1,641.03	
19	\$1,545.67	\$1,590.39	\$1,641.03	\$1,688.11	
20	\$1,590.39	\$1,641.03	\$1,688.11	\$1,758.75	
21	\$1,641.03	\$1,688.11	\$1,758.75	\$1,825.85	
22	\$1,688.11	\$1,758.75	\$1,825.85	\$1,895.30	
23	\$1,758.75	\$1,825.85	\$1,895.30	\$1,975.35	
23A	\$1,758.75	\$1,825.85	\$1,895.30	\$1,975.35	\$2,056.57
24	\$1,825.85	\$1,895.30	\$1,975.35	\$2,056.57	
25	\$1,895.30	\$1,975.35	\$2,056.57	\$2,143.70	
26	\$1,975.35	\$2,056.57	\$2,143.70	\$2,230.81	
27	\$2,056.57	\$2,143.70	\$2,230.81	\$2,332.04	
28	\$2,143.70	\$2,230.81	\$2,332.04	\$2,417.99	
29	\$2,230.81	\$2,332.04	\$2,417.99	\$2,528.62	
30	\$2,332.04	\$2,417.99	\$2,528.62	\$2,633.39	
31	\$2,417.99	\$2,528.62	\$2,633.39	\$2,742.90	
32	\$2,528.62	\$2,633.39	\$2,742.90	\$2,858.08	
33	\$2,633.39	\$2,742.90	\$2,858.08	\$2,978.14	
34	\$2,742.90	\$2,858.08	\$2,978.14	\$3,103.21	
35	\$2,858.08	\$2,978.14	\$3,103.21	\$3,233.55	
00P	\$1,994.19				
00S	\$1,022.93				
00T	\$1,044.19	\$1,105.40			

SCHEDULE “B”

**Inside Staff Pay Grades
(37.5 hours per week)
Effective January 1, 2005**

Pay Grade	Standard Step 1	6 Month Step 2	18 Month Step 3	30 Month Step 4
17B	\$1,450.32	\$1,540.47	\$1,545.67	\$1,590.39
17C	\$1,460.91	\$1,515.06		
18B	\$1,513.63	\$1,555.08	\$1,600.07	\$1,651.02
19B	\$1,545.67	\$1,590.39	\$1,641.03	\$1,688.11
19C	\$1,557.44	\$1,601.01	\$1,651.62	\$1,698.70
22B	\$1,688.11	\$1,758.75	\$1,825.85	\$1,895.30
22C	\$1,698.70	\$1,769.33	\$1,836.44	\$1,907.06
	Step 1 1 st 12 mos.	Step 2 After 12 mos.		

**Inside Staff Pay Grades
(40 hours per week)
Effective January 1, 2005**

Pay Grade	Standard Step 1	6 Month Step 2	18 Month Step 3	30 Month Step 4
12K	\$1,304.35	\$1,330.23	\$1,364.39	\$1,384.39
16K	\$1,424.42	\$1,450.32	\$1,504.47	\$1,545.67
17K	\$1,450.32	\$1,504.47	\$1,545.67	\$1,590.39
17L	\$1,471.51	\$1,525.65	\$1,568.04	\$1,611.60
19K	\$1,545.67	\$1,590.39	\$1,641.03	\$1,688.11
20K	\$1,590.39	\$1,641.03	\$1,688.11	\$1,758.75
23K	\$1,758.75	\$1,825.85	\$1,895.30	\$1,975.35
23L	\$1,779.93	\$1,847.04	\$1,917.66	\$1,997.71
25K	\$1,895.30	\$1,975.35	\$2,056.57	\$2,143.70
27K	\$2,056.57	\$2,143.70	\$2,230.81	\$2,332.04
29K	\$2,230.81	\$2,332.04	\$2,417.99	\$2,528.62
00F	\$2,301.97			

SCHEDULE “B”

**Inside Staff Pay Grades
(35 hours per week)
Effective April 1, 2006***

Pay Grade	Standard Step 1	6 Month Step 2	18 Month Step 3	30 Month Step 4	42 Month Step 5
8	\$1,257.38	\$1,268.29	\$1,282.87	\$1,316.80	
9	\$1,268.29	\$1,282.87	\$1,316.80	\$1,343.48	
10	\$1,282.87	\$1,316.80	\$1,343.48	\$1,370.14	
11	\$1,316.80	\$1,343.48	\$1,370.14	\$1,405.32	
12	\$1,343.48	\$1,370.14	\$1,405.32	\$1,425.92	
12A	\$1,343.48	\$1,370.14	\$1,405.32	\$1,469.57	
13	\$1,370.14	\$1,405.32	\$1,425.92	\$1,467.15	
14	\$1,405.32	\$1,425.92	\$1,467.15	\$1,493.83	
15	\$1,425.92	\$1,467.15	\$1,493.83	\$1,549.60	
16	\$1,467.15	\$1,493.83	\$1,549.60	\$1,592.04	
17	\$1,493.83	\$1,549.60	\$1,592.04	\$1,638.10	
18	\$1,549.60	\$1,592.04	\$1,638.10	\$1,690.26	
19	\$1,592.04	\$1,638.10	\$1,690.26	\$1,738.75	
20	\$1,638.10	\$1,690.26	\$1,738.75	\$1,811.51	
21	\$1,690.26	\$1,738.75	\$1,811.51	\$1,880.63	
22	\$1,738.75	\$1,811.51	\$1,880.63	\$1,952.16	
23	\$1,811.51	\$1,880.63	\$1,952.16	\$2,034.61	
23A	\$1,811.51	\$1,880.63	\$1,952.16	\$2,034.61	\$2,118.27
24	\$1,880.63	\$1,952.16	\$2,034.61	\$2,118.27	
25	\$1,952.16	\$2,034.61	\$2,118.27	\$2,208.01	
26	\$2,034.61	\$2,118.27	\$2,208.01	\$2,297.73	
27	\$2,118.27	\$2,208.01	\$2,297.73	\$2,402.00	
28	\$2,208.01	\$2,297.73	\$2,402.00	\$2,490.53	
29	\$2,297.73	\$2,402.00	\$2,490.53	\$2,604.48	
30	\$2,402.00	\$2,490.53	\$2,604.48	\$2,712.39	
31	\$2,490.53	\$2,604.48	\$2,712.39	\$2,825.19	
32	\$2,604.48	\$2,712.39	\$2,825.19	\$2,943.82	
33	\$2,712.39	\$2,825.19	\$2,943.82	\$3,067.48	
34	\$2,825.19	\$2,943.82	\$3,067.48	\$3,196.31	
35	\$2,943.82	\$3,067.48	\$3,196.31	\$3,330.56	
00P	\$2,054.02				
00S	\$1,053.62				
00T	\$1,075.52	\$1,138.56			

**Note: April 1, 2006 rates of pay will increase if CPI for Vancouver, B.C. exceeds 3% for the 12 month period ending on February 28, 2006.*

SCHEDULE “B”

Inside Staff Pay e
(37.5 hours per k
Effective April 1 6

Pay Grade	Standard Step 1	6 Month Step 2	18 Month Step 3	30 Month Step 4
17B	\$1,493.83	\$1,549.60	\$1,592.04	\$1,638.10
17C	\$1,504.74	\$1,560.51		
18B	\$1,559.04	\$1,601.73	\$1,648.07	\$1,700.55
19B	\$1,592.04	\$1,638.10	\$1,690.26	\$1,738.75
19C	\$1,604.16	\$1,649.04	\$1,701.17	\$1,749.66
22B	\$1,738.75	\$1,811.51	\$1,880.63	\$1,952.16
22C	\$1,749.66	\$1,822.41	\$1,891.54	\$1,964.27
	Step 1 1 st 12 mos.	Step 2 After 12 mos.		
17D	\$1,604.16	\$1,649.04		

Staff Pay Grades
(40 hours per week)
Effective April 1, 2006

Pay Grade	Standard Step 1	6 Month Step 2	18 Month Step 3	30 Month Step 4
12K	\$1,343.48	\$1,370.14	\$1,405.32	\$1,425.92
16K	\$1,467.15	\$1,493.83	\$1,549.60	\$1,592.04
17K	\$1,493.83	\$1,549.60	\$1,592.04	\$1,638.10
17L	\$1,515.66	\$1,571.42	\$1,615.08	\$1,659.95
19K	\$1,592.04	\$1,638.10	\$1,690.26	\$1,738.75
20K	\$1,638.10	\$1,690.26	\$1,738.75	\$1,811.51
20L	\$1,659.95	\$1,713.29	\$1,760.59	\$1,833.33
23K	\$1,811.51	\$1,880.63	\$1,952.16	\$2,034.61
23L	\$1,833.33	\$1,902.45	\$1,975.19	\$2,057.64
25K	\$1,952.16	\$2,034.61	\$2,118.27	\$2,208.01
27K	\$2,118.27	\$2,208.01	\$2,297.73	\$2,402.00
29K	\$2,297.73	\$2,402.00	\$2,490.53	\$2,604.48
00F	\$2,371.03			

**Note: April 1, 2006 rates of pay will increase if CPI for Vancouver, B.C. exceeds 3% for the 12 month period ending on February 28, 2006.*

SCHEDULE "C"**Outside Staff Classifications & Hourly Pay Grid**

Note: April 1, 2006 rates of pay for Schedule 'C' will increase if CPI for Vancouver, B.C. exceeds 3% for the 12 month period ending on February 28, 2006.

Classifications	Jan 1 03	Jan 1 04	Jan 1 05	Apr 1 06
ENGINEERING DEPARTMENT - OPERATIONS BRANCH- ROADS & DRAINAGE, SANITARY SEWER/CONSTRUCTION, SOLID WASTE, PUMPS & CONTROLS SECTIONS				
<u>Labourer 1 – first 6 months</u>	\$19.55	\$20.04	\$20.54	\$21.16
Concrete Maker				
Construction Checker				
General Labourer				
Padperson				
Power Hand Tool Operator				
Sign Installer				
Swamper, Tandem Flat Deck Truck				
Swamper, Flush/Vacuum Truck				
<u>Labourer 2- after 6 months</u>	20.02	20.52	21.03	21.66
Same list as above				
<u>Weigh Scale Control Clerk 1</u>	20.32	20.83	21.35	21.99
<u>Weigh Scale Control Clerk 2</u>	21.06	21.59	22.13	22.79
<u>Trades Improver 1</u>	20.52	21.03	21.56	22.21
Form Maker, Rough Forms				
Pipelayer				
Rollerperson – Asphalt Crew				
Sewer Maintenance				
<u>Trades Improver 2</u>	21.47	22.01	22.56	23.24
Carpenter Form Maker				
Cement Block Layer				
Mason				
Rakerperson – Black Top Crew				
Sanitary Sewer Video Camera Operator				
Stop Bar/Cross Walk Painter				

Classifications	Jan. 1 '03	Jan. 1 '04	Jan. 1 '05	Apr. 1 '06
<u>Tradesperson 2</u>	25.49	26.13	26.78	27.58
Sign Painter				
<u>Chargehand</u>	22.66	23.23	23.81	24.52
<u>Foreman</u>	25.65	26.29	26.95	27.76
ENGINEERING DEPARTMENT - OPERATIONS BRANCH - FLEET SECTION				
<u>Equipment Operator 1</u>	\$20.52	\$21.03	\$21.56	\$22.21
Roller Operator				
Tractor Operator				
<u>Equipment Operator 2</u>	21.15	21.68	22.22	22.89
Self-Propelled Roller Operator				
Sewer Vacuum Machine Operator				
<u>Equipment Operator 3</u>	21.35	21.88	22.43	23.10
Grader Operator - Light Maintainer				
Slope Mower Operator				
Street Sweeper Operator				
<u>Equipment Operator 4</u>	21.70	22.24	22.8	23.48
Centre Line Marking Machine Operator				
Flail Mower Operator				
Sewer Vacuum Jet Driver/Operator				
Tandem Flat Deck Crane Truck Operator				
Track Excavator – Mini				
Tractor Backhoe Operator				
<u>Equipment Operator 5</u>	22.74	23.31	23.89	24.61
Front-end Loader Operator - Heavy				
Grader Operator – Heavy				
<u>Equipment Operator 6</u>	23.56	24.15	24.75	25.49
Gradall Operator				
Track Excavator Operator - Heavy				
Utilityperson				

Classifications	Jan 1/03	Jan 1/04	Jan 1/05	Apr 1/06
<u>Truck Driver 1</u> Single Axle Truck Driver	21.00	21.53	22.07	22.73
<u>Truck Driver 2</u> Construction Supply Truck Driver Street Flusher/Water Truck Tandem Truck Driver	21.24	21.77	22.32	22.99
<u>Truck Driver 3</u>	21.56	22.09	22.65	23.33
<u>Truck Driver 4</u> Tandem C/W Trailer or Gravel Pup	21.90	22.45	23.01	23.70
<u>Chargehand</u>	22.66	23.23	23.81	24.52
<u>Foreman</u>	25.65	26.29	26.95	27.76
<u>Assistant Equipment Controller</u>	24.27	24.88	25.5	26.27
<u>Equipment Controller</u>	25.65	26.29	26.95	27.76
<u>ENGINEERING DEPARTMENT OPERATIONS BRANCH- WATER SECTION</u>				
<u>Labourer 1 – first 6 months</u> Concrete Maker General Labourer Padperson Power Hand Tool Operator	\$19.55	\$20.04	\$20.54	\$21.16
<u>Labourer 2 – after 6 months</u> Same list as above	20.02	20.52	21.03	21.66
<u>Trades Improver 1</u> Form Maker - Rough Forms Meterperson Patrolperson Pipelayer Water Service Trucks Crews	20.52	21.03	21.56	22.21

Classifications	Jan. 1 '03	Jan. 1 '04	Jan. 1 '05	Apr. 1 '06
<u>Trades Improver 2</u>	21.47	22.01	22.56	23.24
Carpenter Form Maker				
Cement Block & Brick Layer				
Pipe Fitter - Plumber, and Mechanical				
Testing/Chlorination Operator				
<u>Chargehand</u>	22.66	23.23	23.81	24.52
<u>Foreman</u>	25.65	26.29	26.95	27.76
<u>ENGINEERING DEPARTMENT – OPERATIONS BRANCH – GARAGE SECTION</u>				
<u>Clerical</u>	\$19.58	\$20.07	\$20.57	\$21.19
Office Attendant, Preventative Maintenance				
<u>Trades Helper</u>	19.37	19.85	20.35	20.96
Cleanup Person				
Labourer				
Mechanical Helper				
<u>Serviceman</u>	21.49	22.03	22.58	23.26
Greaseperson				
<u>Mechanic Improver</u>	21.83	22.38	22.94	23.63
Mechanic Apprentice				
<u>Fleet Partsperson</u>	21.94	22.49	23.05	23.74
<u>Tradesperson 1</u>	25.01	25.64	26.28	27.07
Automotive Bodyperson				
Electrician (Class "B" Provincial Ticket)				
Mechanic "A" - Heavy Duty				
Mechanic "A" - Field Service				
Welder				
<u>Tradesperson 2 (T.O. or Inter-provincial Ticket)</u>	25.49	26.13	26.78	27.58
Automotive Mechanic				
Commercial Transport Mechanic				
Electrician				
Heavy Duty Mechanic				

Classifications	Jan. 2003	Jan. 2004	Jan. 2005	April 06
Utility person				
<u>Trades person 3</u> Heavy Duty Field Service Mechanic Machinist Millwright	25.77	26.41	27.07	27.88
<u>Trades Foreman</u>	27.39	28.07	28.77	29.63
PLANNING, DESIGN, & CORPORATE FACILITIES DEPARTMENT				
<u>Building Maintenance 1</u>	\$20.52	\$21.03	\$21.56	\$22.21
<u>Building Maintenance 2</u>	21.47	22.01	22.56	23.24
<u>Trades person 1</u> Electrician (Class "B" Provincial Ticket) Mason - Maintenance Carpenter Mechanic "A" – Constr. & Mtnce, Equip & Build. Painter Maintenance- Buildings Pipefitter - Plumber - Maintenance	25.01	25.64	26.28	27.07
<u>Trades person 2 (T.Q. or Inter-provincial Ticket)</u> Same list as above	25.49	26.13	26.78	27.58
<u>Trades Chargehand</u> Constr & Mtnce, Equipment & Buildings	26.15	26.8	27.47	28.29
<u>Trades Foreman</u>	27.39	28.07	28.77	29.63
FINANCE, TECHNOLOGY & HR DEPARTMENT - PURCHASING SECTION				
<u>Equipment Operator 3</u> Yard Stockperson	\$21.35	\$21.88	\$22.43	\$23.10

Classifications	Jan. 1 03	Jan. 1 04	Jan. 1 05	Apr. 1 06
<u>Stockroom Clerk 1</u>	18.74	19.21	19.69	20.28
<u>Stockroom Clerk 2</u>	19.84	20.34	21.85	21.47
<u>Stockroom Clerk 3</u>	21.21	21.74	22.28	22.95
PARKS DEPARTMENT				
<u>Labourer 1</u>	\$19.55	\$20.04	\$20.54	\$21.16
Concrete Maker				
General Labourer				
Hand Tool Maintenance				
Mower and Roller Operators (Small)				
Power Hand Tool Operator				
Swamper				
Swamper Sanitation Truck				
Tile Layer				
<u>Labourer 2 – after 6 months</u>	20.02	20.52	21.03	21.66
Same list as above				
<u>Structural Worker 1</u>	20.52	21.03	21.56	22.21
<u>Structural Worker 2</u>	21.82	22.37	22.93	23.62
<u>Utility person</u>	20.32	20.83	21.35	21.99
<u>Groundskeeper 1</u>	20.52	21.03	21.56	22.21
<u>Groundskeeper 2</u>	21.82	22.37	22.93	23.62
<u>Chargehand</u>	22.66	23.23	23.81	24.52
<u>Parks Equipment Operator 1</u>	20.52	21.03	21.56	22.21
Farm or Industrial Type Tractors with attachments and ; gang mowers				
<u>Truck Driver – Swamper</u>	21	21.53	22.07	22.73

Classifications	Jan 1 '03	Jan 1 '04	Jan 1 '05	Apr 1 '06
<u>Parks Equipment Operator 2</u> Tractor Backhoe (Cemetery)	21.15	21.68	22.22	22.89
<u>Parks Equipment Operator 3</u>	21.7	22.24	22.8	23.48
<u>Tradesperson (Semi-Qualified)</u>	22.96	23.53	24.12	24.84
<u>Tradesperson 1</u> Carpenter Gardener Plumber	25.01	25.64	26.28	27.07
<u>Tradesperson 2 (T.Q. or Inter-provincial Ticket)</u> Same list as above	25.49	26.13	26.78	27.58
<u>Foreman</u>	24.84	25.46	26.1	26.88
<u>Construction Foreman</u>	25.65	26.29	26.95	27.76
<u>Parks Technician</u>	25.49	26.13	26.78	27.58
<u>Parks Operations Coordinator</u>	27.96	28.66	29.38	30.26

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**

Classifications	January 1, 2003			January 1, 2004			January 1, 2005		
	Year 1	Year 2	Year 3	Year 1	Year 2	Year 3	Year 1	Year 2	Year 3
<u>Building Cleaner</u>	16.74	17.20	17.51	17.16	17.63	17.95	17.59	18.07	18.40
<u>Building Service Worker</u>	19.37	19.59	20.07	19.85	20.08	20.57	20.35	20.58	21.08
<u>Recreation Facility Maintenance Worker 1</u> Iceman	19.79	20.24	20.76	20.28	20.75	21.28	20.79	21.27	21.81
<u>Recreation Facility Maintenance Worker 2</u>	20.61	21.08	21.62	21.13	21.61	22.16	21.66	22.15	22.71
<u>Engineer (Tradesman 3)</u>	25.77			26.41			27.07		
<u>Head Lifeguard</u>	19.59	19.94	20.24	20.08	20.44	20.75	20.58	20.95	21.27
<u>Assistant Head Lifeguard</u>	18.69	19.03	19.35	19.16	19.51	19.83	19.64	20.00	20.33
<u>Lifeguard-Instructor</u>	17.95	18.28	18.65	18.40	18.74	19.12	18.86	19.21	19.60
<u>Technical Director</u>	21.89	22.51	23.12	22.44	23.07	23.70	23.00	23.65	24.29
<u>Recreation Assistant 1</u> Junior Leader	12.73	13.03	13.38	13.05	13.36	13.71	13.38	13.69	14.05
<u>Recreation Assistant 2</u> Senior Leader Facility Attendant Assistant House Manager	14.03	14.37	14.74	14.38	14.73	15.11	14.74	15.10	15.49
<u>Recreation Assistant 3</u> Program Assistant Youth Leader Theatre Technical Assistant	15.46	15.86	16.28	15.85	16.26	16.69	16.25	16.67	17.11
<u>Recreation Assistant 4</u> Community Re-Integration Supervisor	17.06	17.53	17.97	17.49	17.97	18.42	17.93	18.42	18.88
<u>Recreation Assistant 5</u> Asst. Technical Director House Manager Program Specialist Youth Coordinator	18.87	19.34	19.90	19.34	19.82	20.40	19.82	20.32	20.91

Classifications	January 1, 2003			January 1, 2004			January 1, 2005		
	Year 1	Year 2	Year 3	Year 1	Year 2	Year 3	Year 1	Year 2	Year 3
<u>Assistant Curator</u>	20.75	21.31	21.86	21.27	21.84	22.41	21.80	22.39	22.97
<u>Concession Worker</u>	12.99	13.37	13.76	13.31	13.70	14.10	13.64	14.04	14.45
<u>Concession Worker/Caterer</u>	15.46			15.85			16.25		
<u>Head Concession Worker</u>	18.87	19.34	19.90	19.34	19.82	20.40	19.82	20.32	20.91
<u>Doorperson, Skate Shop, Ice Patrol, Ushers, Casual Help</u>	12.73			13.05			13.38		

	Standard Step 1	300 hours Step 2	600 hours Step 3	900 hours Step 4
<u>Skating Instructor</u>				
January 1, 2003	16.26	16.81	17.37	17.93
January 1, 2004	16.67	17.23	17.80	18.38
January 1, 2005	17.09	17.66	18.25	18.84
<u>Head Skating Instructor</u>				
January 1, 2003	18.50	19.04	19.62	-
January 1, 2004	18.96	19.52	20.11	-
January 1, 2005	19.43	20.00	20.61	-

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 "D"

Re & Departments
Staff Classifications & Pay Rates

Classifications	April 1, 2006*		
	Year 1	Year 2	Year 3
<u>Building Cleaner</u>	18.12	18.61	18.95
<u>Building Service Worker</u>	20.96	21.20	21.71
<u>Recreation Facility Maintenance Worker 1</u> Iceman	21.41	21.91	22.46
<u>Recreation Facility Maintenance Worker 2</u>	22.31	22.81	23.39
<u>Engineer (Tradesman 3)</u>	27.88		
<u>Head Lifeguard</u>	21.20	21.58	21.91
<u>Assistant Head Lifeguard</u>	20.23	20.60	20.94
<u>Lifeguard-Instructor</u>	19.43	19.79	20.19
<u>Technical Director</u>	23.69	24.36	25.02
<u>Recreation Assistant 1</u> Junior Leader	13.78	14.10	14.47
<u>Recreation Assistant 2</u> Senior Leader Facility Attendant Assistant House Manager	15.18	15.55	15.95
<u>Recreation Assistant 3</u> Program Assistant Youth Leader Theatre Technical Assistant	16.74	17.17	17.62
<u>Recreation Assistant 4</u> Community Re-Integration Supervisor	18.47	18.97	19.45
<u>Recreation Assistant 5</u> Asst. Technical Director House Manager Program Specialist Youth Coordinator	20.41	20.93	21.54
<u>Assistant Curator</u>	22.45	23.06	23.66

Classifications	April 1, 2006*		
	Year 1	Year 2	Year 3
Concession Worker	14.05	14.46	14.88
Concession Worker/Caterer	16.74		
Head Concession Worker	20.41	20.93	21.54
<u>Doorperson, Skate Shop, Ice Patrol, Ushers, Casual Help</u>	13.78		

	Standard Step 1	300 hours Step 2	600 hours Step 3	900 hours Step 4
<u>Skating Instructor</u> April 1, 2006*	17.60	18.19	18.80	19.41
<u>Head Skating Instructor</u> April 1, 2006*	20.01	20.60	21.23	

***Note: April 1, 2006 rates of pay will increase if CPI for Vancouver, B.C. exceeds 3% for the 12 month period ending on February 28, 2006.**

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	<i>Identification Technician 1</i>
Accountant 2	<i>Identification Technician 2</i>
Accountant 3	<i>Information Officer</i>
<i>Accounting Clerk 3</i>	IT Architect 1
Administrative Assistant - Legislative Services	IT Architect 2
Application Analyst 1	IT Architect 3
Application Analyst 2	<i>Landscape Architect</i>
Application Analyst 3	<i>Landscape Technician</i>
Application Specialist 1	License Inspector
Application Specialist 2	<i>Mapping Technician 2</i>
Application Specialist 3	<i>Marketing Coordinator</i>
<i>Art Coordinator</i>	Network Analyst 1
Assistant Deputy Clerk	Network Analyst 2
Assistant City Collector	Network Analyst 3
<i>Associate Planner</i>	<i>Operations Specialist 1</i>
Building Inspector 1	<i>Operations Specialist 2</i>
Building Inspector 2	Parks & Recreation Planner
<i>Business Operations Coordinator</i>	Parks Operation Coordinator
Buyer 2	Parks Technician
Buyer 3	Plan Checker 1
By-law Enforcement Officer 1	Plan Checker 2
By-law Enforcement Officer 2	Plan Checker 3
Chief Clerk – permits & licenses	<i>Plan Checker/Building Inspector</i>
Chief Draftsperson	Planner 1
<i>CLIDS Application Specialist</i>	Planner 2
community Development Officer	Planning Operations Clerk
<i>Community Justice Program Coordinator</i>	Planning Technician 1
Community Services Coordinator 1	Planning Technician 2
Community Services Coordinator 2	Planning Technician 3
Conveyancer 1	Plumbing Inspector 1
Conveyancer 2	Plumbing Inspector 2
Conveyancer 3	<i>Printer</i>
<i>Court Liaison Officer</i>	Property Appraiser 1
Database Analyst 1	Property Appraiser 2
Database Analyst 2	Property Negotiator 1
Database Analyst 3	Property Negotiator 2
Data Preparation Supervisor	<i>Qualify Control Reader</i>
<i>District Office Coordinator</i>	<i>Recreation Programmer - Aquatic Facility</i>
Drafter 2	SCADA Radio Systems Operator 1
Drafter 3	SCADA Radio Systems Operator 2
Electrical Inspector 1	<i>Senior Exhibits Officer</i>
Electrical Inspector 2	<i>Senior Operations Clerk</i>
Engineering Assistant 1	Senior Planner
Engineering Assistant 2	Senior Tax & Utility Clerk
Engineering Assistant 3	Surveyor 1
Engineering Assistant 4	Surveyor 2
Engineering Inspector 1	Surveyor 3
Engineering Inspector 2	Team Leader (IT) 1
Engineering Inspector 3	Team Leader (IT) 2
Engineering Operations Clerk	Technical Director
<i>Environmental Technician- Arboriculture</i>	Telecommunications Operator
<i>Environmental Technologist</i>	<i>Traffic Information Officer</i>
Foreman positions	<i>Victim Services Support Worker 1</i>
<i>Front of House Services Coordinator</i>	<i>Victim Services Support Worker 2</i>
<i>Graphic Designer 1</i>	<i>Youth Counsellor</i>
<i>Graphic Designer 2</i>	

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.

SCHEDULE “G”

Clothing Allocation

1. Guards (RCMP)

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

Initial Issue (Upon Hire):

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

Replacement Issue (Once Every Year):

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

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

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

2. By-Law Enforcement Officers (City Manager)

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

Initial Issue/ Replacement Issue (Yearly)

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

Initial Issue/ Replacement Issue (Once every 3 years)

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

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

3. Aquatics Staff (Parks, Recreation & Culture)

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

<u>“Regular FT” & “Regular PT” Aquatic staff</u>	<u>“Auxiliary” Aquatic Staff</u>
<p>One (1) t-shirt Females – one (1) pair of shorts and one (1) bathing suit Males – two (2) pair of shorts</p>	<p>One (1) t-shirt Females- one (1) pair of shorts and one bathing suit Males - one (1) pair of shorts</p>

Aquatics staff are responsible for the cleaning/laundrying of the above items.

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

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

Initial Issue (Upon Hire)

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

Replacement Issue

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

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

LETTERS 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

ET : 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: 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.

i) 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:

FOR THE CORPORATION:

"Bernie Schneider"

"G.E. Samson"

"Frazer MacDonald"

"J.A. Collison"

"Arden Noel"

"W. Eccleston"

"March 3, 1993"

TER OF #5

- 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 #6

- 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	<u>82.5</u> 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:

FOR THE CORPORATION:

"Gord Savard"

"Len Posyniak"

"Arden Noel"

"Margaret Ostrom"

"Februaru 6, 1998"

LETTER OF UNDERSTANDING #7

- 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.

a. 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"

"Februaru 6, 1998"

LETTER OF UNDERSTANDING #8

- 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. This Letter of Understanding will expire and shall be null and void and cease to have any effect on December 31, 2006, unless the parties mutually agree in writing to extend its effect.

11. Either party may terminate the provisions of this Letter of Understanding by providing **two** (2) weeks written notice to the other party.
12. Where this Letter of Understanding is silent or there is a dispute about its application, the parties will meet to resolve the dispute. Failing resolution, the terms of the Collective Agreement will apply.
13. Work arrangements implemented under this Letter of Understanding constitute an approved flexible work schedule for the purposes of Section **38** of the *Employment* Standards Act.

SIGNED ON BEHALF OF THE CITY:

SIGNED ON BEHALF OF THE UNION:

"Margaret Ostrom"

"Laurie Larsen"

"October 22, 1998"

"October 22/98"

Date

Date

AMENDED November 5, 2003

LETTER OF UNDERSTANDING #9

- 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 31, 2006**, 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

AMENDED November 5, 2003

LETTER OF UNDERSTANDING #10

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

Re: Flexible Work Week - RCMP Crime Prevention Unit

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 apply to all full-time employees of the RCMP Crime Prevention Unit.
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 **December 31, 2006**, 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.

"Jean Kilby"

For the Union

"February 11/04"

Date

"Jeff Marwick"

For the City

"Feb. 11, 2004"

Date

REPLACED LOU re: Flexible Work Week – RCMP Block Watch Program

LETTER OF UNDERSTANDING#11

- 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 31, 2006**, 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

AMENDED November 5, 2003

**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
	Steady 5 day week
Brian Strelc	Monday - Friday
Robert Rivard	Monday - Friday
Bob Chernesky	Monday - Friday
Henry Fader	Monday - Friday
Connie Wright	Monday - Friday
	Night Shift - 3:00 p.m. - 1:00 a.m. - 4 Day Week
Gunther Haring	Monday - Thursday
Barry Harper	Tuesday - Friday
David McFadden	Tuesday - Friday
Rlex Strobel	Monday - Thursday
Joe Wong	Monday - Thursday
David Percy	Tuesday - Friday
Dan Eyman	Monday - Thursday

LETTER OF UNDERSTANDING #12

- 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 31, 2006**, 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

AMENDED November 5, 2003

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

<i>Section/Functional Area</i>	<i>Employee</i>	<i>Schedule</i>
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
Citywide Services - Turf Culture	Ryan Braefield	Tuesday - Friday
Citywide Services - Turf Culture	Mike Kuhn	Monday - Thursday
Citywide Services - Turf Culture	Cliff Hoegler	Tuesday - Friday
City-Wide Services - Turf Culture	Ryan Pearson	Monday - Thursday
Citywide 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 #13
- BETWEEN -
THE CITY OF SURREY
- and -
CUPE, LOCAL 402

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

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

1. Classifications

Arts Coordinator
Business Operations Coordinator
Community Service Co-ordinator 1
Community Service Co-ordinator 2
Front of House Coordinator
Planner 2 – Parks, Recreation and Culture Department
Any other departments or classifications which are mutually agreed between the parties

2. The employee and the appropriate management supervisor will meet initially to determine work requirements and expectations, and will meet as needed on an ongoing basis to discuss specific problems or anticipated problems and potential solutions.
3. The Union will be advised, in a timely manner, in writing of the names, positions, departments, and basic work schedules of employees participating in the pilot project. Upon request, a written record of the hours worked by each employee during the work cycle will be provided to the Union.
4. The employee will schedule and self-manage his/her workload and schedule to meet operational requirements and expectations over one of the following: a 140 hour, four (4) week work cycle; a 280 hour, eight (8) week work cycle; or a 420 hour, twelve (12) week work cycle.
5. The employee may work up to twelve (12) hours a day and may work in excess of thirty-five (35) hours per week without receiving payment for overtime. Overtime will be paid for hours worked in excess of: 140 hours for the four (4) week cycle; 280 hours for an eight (8) week cycle; and 420 hours for a twelve (12) week cycle. Overtime will also be paid for any work performed on the second consecutive day of rest in the employee's basic work schedule, provided overtime is authorized in advance by the Section Manager.
6. The employee will continue to be paid his/her regular salary bi-weekly, and any overtime pay will be reconciled and paid at the end of: the four (4) week cycle, the eight (8) week cycle, or the twelve (12) week cycle.
7. Upon mutual agreement between the Section Manager and employee, any overtime worked may be banked and scheduled as time off in lieu of overtime payment at a mutually agreeable time.
8. Where this Letter of Understanding is silent or there is a dispute about its application, the parties will meet to attempt to resolve the dispute. Failing resolution, the terms of the collective agreement will apply.
9. The department may end the application of this Letter of Understanding to an individual employee in the designated classifications by providing thirty (30) days written notice to the affected employee.

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

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

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

SIGNED ON BEHALF OF THE CITY:

SIGNED ON BEHALF OF THE UNION:

"Jeff Marwick"

"Laurie Larsen"

"J. Dominato"

"Margaret Krenus"

DATE

"Nov. 9, 2000"

"Nov. 9, 2000"

AMENDED APRIL 2004

LETTER OF UNDERSTANDING #14

- 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

"Gay Yee"

Gary Yee

LETTER OF UNDERSTANDING #15

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

Re: Project Employees (Diebolt Award - '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

"Sheila McKinnon"
Sheila McKinnon

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

"Gay Yee"

Gary Yee

"Nov-9-00"

Date

LETTER OF UNDERSTANDING #16

- 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 4.7.**
3. The decision of the Referee/Umpire shall be final and binding on the parties.
4. The costs of the Referee/Umpire shall be borne equally by the parties.
5. Leave of absence without loss of pay and without loss of seniority will be granted to the Union representatives and individual(s) requesting reclassification who are required to attend any hearing before the Referee/Umpire.

For the City:

"John Dominato"

John Dominato

"Jeff Marwick"

Jeff Marwick

"Brian Merryweather"

Brian Merryweather

"Gerry McKinnon"

Gerry McKinnon

"Sheila McKinnon"

Sheila McKinnon

"Nov-9-00"

Date

For the Union:

"Jean Kilby"

Jean Kilby

"Margaret Krenus"

Margaret Krenus

"Laurie Larsen"

Laurie Larsen

"Marilyn Moase"

Marilyn Moase

"Arden Noel"

Arden Noel

"Cliff Pederson"

Cliff Pederson

"Gary Yee"

Gary Yee

LETTER OF UNDERSTANDING#17

- 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 #18

- 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 #19

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

Re: Auxiliary ii

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

For the City:

"Gerry McKinnon"

"John Dominato"

"Brian Merryweather"

"Sheila McKinnon"

"Jeff Marwick"

"Nov-10-00"

Date

For the Union:

"Jean Kilbu"

"Margaret Krenus"

"Laurie Larsen"

"Marilyn Moase"

"Arden Noel"

"Gary Yee"

"Cliff Pederson"

AMENDED November 5, 2003

LETTER OF UNDERSTANDING #20

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

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

SKATING INSTRUCTORS SHALL BE EXEMPTED FROM THIS LETTER OF UNDERSTANDING

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

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

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

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

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

The provisions of this agreement will take effect upon ratification of the Collective Agreement and be further appended as a Letter of Understanding for the term of the Collective Agreement which will commence January 1, 2000. This letter of Understanding shall expire on **December 31, 2006**.

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

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

For the City:

"Laurie Cavan"

Laurie Cavan

"Jeff Marwick"

Jeff Marwick

"Brian Merryweather"

Brian Merryweather

"September 12, 2001"

Date

For the Union:

"Jeannie Kilby"

Jean Kilby

"Laurie Larsen"

Laurie Larsen

"Cliff Pederson"

Cliff Pederson

"September 12, 2001"

Date

AMENDED November 5, 2003

LETTER OF UNDERSTANDING #21

- 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 #22
BETWEEN
THE CITY OF SURREY
AND
CUPE, LOCAL 402

Re: Self-Directed Hours of Work – Engineering ati

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 #23

- 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

LETTER OF UNDERSTANDING #24

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

Re: Eleven and One-quarter (11 ¼) Hour Shifts – R.C.M.P. Provost Section

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

- 1) Eleven and one-quarter (11 ¼) consecutive hours worked, exclusive of a three-quarter (¾) hour unpaid lunch break, shall constitute a shift.
- 2) Four (4) consecutive days worked followed by four (4) consecutive days off shall constitute a week.
- 3) Overtime will be paid for hours worked beyond eleven and one-quarter (11 ¼) hours per day or forty-five (45) hours per week, at time and one-half (1 ½) the regular hourly rate for the first two (2) hours of overtime in any day or week and double the regular hourly rate for any overtime thereafter.
- 4) All benefit entitlements expressed in days in the collective agreement (for example, vacation, sick leave and general holidays) are understood to be the hours equivalent to a standard working day (8 hours), and will be scheduled and used in hours, based on the actual length of the work day (11 ¼ 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).

- 5) Upon expiration, on December 31, 2006, this Letter of Understanding will be null and void and cease to have any effect in the absence of express mutual agreement between the parties in writing to extend its effect.
- 6) Either party may terminate the provisions of this Letter of Understanding as a whole or by a functional area as outlined above by providing fourteen (14) days written notice to the other party.
- 7) Where this Letter of Understanding is silent or there is a dispute about its application, the parties will meet to attempt to resolve the dispute. Failing resolution, the terms of the Collective Agreement will apply.

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

For the City:

"Brian Merryweather"
Brian Merryweather

"Jeff Marwick"

For the Union:

"Laurie Larsen"
Laurie Larsen

"Jeannie Kilby"

Jeff Marwick

Jeannie Kilby

"Keith Robinson"

Keith Robinson

"February 22, 2002"

Date

"February 22, 2003"

Date

AMENDED November 5, 2003

LETTER OF UNDERSTANDING #25

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

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

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

1. Classifications

Park Operations Coordinators

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

2. The employee and the appropriate management supervisor will meet initially to determine work requirements and expectations, and will meet as needed on an ongoing basis to discuss specific problems or anticipated problems and potential solutions.
3. The Union will be advised, in a timely manner, in writing of the names, positions, departments, and basic work schedules of employees participating in the pilot project. Upon request, a written record of the hours worked by each employee during the work cycle will be provided to the Union.
4. The employee will schedule and self-manage his/her workload and schedule to meet operational requirements and expectations over one of the following: a 160 hour, four (4) week work cycle; a 320 hour, eight (8) week work cycle; a 480 hour, twelve (12) week work cycle; or a 640 hour, sixteen (16) week work cycle.
5. The employee may work up to twelve (12) hours a day and may work in excess of forty (40) hours per week without receiving payment for overtime. Overtime will be paid for hours worked in excess of: 160 hours for the four (4) week cycle; 320 hours for an eight (8) week cycle; 480 hours for a twelve (12) week cycle, and 640 hours for a sixteen (16) week cycle. Overtime will also be paid for any work performed on the second consecutive day of rest in the employee's basic work schedule, provided overtime is authorized in advance by the Section Manager.
6. The employee will continue to be paid his/her regular salary bi-weekly, and any overtime pay will be reconciled and paid at the end of: the four (4) week cycle, the eight (8) week cycle, the twelve (12) week cycle, or the sixteen (16) week cycle.
7. Upon mutual agreement between the Section Manager and employee, any overtime worked may be banked and scheduled as time off in lieu of overtime payment at a mutually agreeable time.
8. Where this Letter of Understanding is silent or there is a dispute about its application, the parties will meet to attempt to resolve the dispute. Failing resolution, the terms of the collective agreement will apply.
9. The department may end the application of this Letter of Understanding to an individual employee in the designated classifications by providing thirty (30) days written notice to the affected employee.
10. Either party may terminate the provisions of this Letter of Understanding by providing thirty (30) days written notice to the other.

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

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

SIGNED ON BEHALF OF THE CITY:

SIGNED ON BEHALF OF THE UNION:

"Jeff Marwick"

"Laurie Larsen"

"Owen Croy"

"Mike DiMassimo"

DATE

"May 8, 2002"

"April 12, 2002"

LETTER OF UNDERSTANDING #26

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

Re: Job Sharing

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

I. Definitions

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

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

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

II. General

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

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

III. Procedure

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

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

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

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

IV. Duration

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

- ii) If the Co-holder is either **an auxiliary** or temporary employees, the Co-holder shall retain their status as **an auxiliary** or temporary employee. If no **auxiliary** or temporary position is available, then the Co-holder Employee will be considered to be laid off.

V. Trial Period

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

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

VI. Employee Status

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

VII. Wages & Benefits

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

- (a) Wages shall be paid in accordance with the ratio that the employee's scheduled weekly hours bears to the full-time hours of the position being shared.
- (b) Paid leave benefits, such as Vacation, General Holidays and Sick Leave, shall be earned on a proportionate basis in accordance with the ratio that the employee's scheduled weekly hours bears to the full-time hours of the position being shared. If absences occur due to illness, vacation or other approved leaves of absence, it is expected that the other employee will cover the period of absence wherever possible. In these instances, the regular rate of pay shall be paid for all hours as though the position were full-time regular.
- (c) Any hours worked in excess of the scheduled workday or the scheduled workweek shall be paid at the appropriate overtime rate. As part of the Job Sharing arrangement, each employee shall work the equivalent of a full-time employee scheduled workday or workweek before overtime rates are paid.
- (d) The employee's share of the premium payments for benefits, such as Medical, Extended Health, Dental and Group Life, shall increase proportionately as the number of scheduled weekly hours decrease in relation to the full-time hours of the position being shared. The City's share of benefit premiums **and F.T.E. cost** will not exceed the total cost normally incurred for one (1) regular full-time position.

VIII. Vacation Entitlement & Public Holidays

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

IX. Sick Leave

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

X. Municipal Pension Plan

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

XI. Increments

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

XII. Regular Part-Time, Auxiliary and Temporary Employees

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

XIII. Termination of Letter of Understanding

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

Signed this _____ day of _____, 2003

SIGNED ON BEHALF OF THE CITY:

SIGNED ON BEHALF OF THE UNION:

" "

" "

" "

" "

DATE

" "

" "

AMENDED November 5, 2003

LETTER OF UNDERSTANDING #27

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

Re: Crisis Intervention Worker (RCMP Victim Services)

The parties agree to establish the new classification of Crisis Intervention Worker in the Victim Services Section of the Surrey RCMP. This classification will be established at a pay grade 12, and in accordance with Article 9.1 (d).

For "auxiliary employees" classified as Crisis Intervention Workers in the Victim Services Section of the Surrey RCMP, the following shall apply:

Standby Duty & Pay

- 1) For the purposes of this Letter, standby duty means that an employee or employees are designated by the supervisor for a specified time period/assignment to be available on-call by phone and within thirty (30) minutes travel time of the main Surrey RCMP Detachment, to attend a scene and carry out victim services.
- 2) Standby duty hours shall cover the following:
 - Monday 1800 hours to Tuesday 0800 hours (14 hours)
 - Tuesday 1800 hours to Wednesday 0800 hours (14 hours)
 - Wednesday 1800 hours to Thursday 0800 hours (14 hours)
 - Thursday 1800 hours to Friday 0800 hours (14 hours)
 - Friday 1800 hours to Saturday 1800 hours (24 hours)
 - Saturday 1800 hours to Sunday 1800 hours (24 hours)
 - Sunday 1800 hours to Monday 0800 hours (14 hours)
- 3) Employees on standby duty shall receive a standby premium of eighty dollars (\$80.00) per week (or prorated portion thereof). The pro-ration portion will be calculated by dividing all an employee's hours on standby duty in a given week (Monday 1800 hours to Monday 1759 hours) by the total available standby hours of 118 hours.

For example:

- a. ***An employee who was on standby duty for a 14 hour shift would be entitled to $[(14 \text{ hours}/118 \text{ total standby hours}) \times \$80 =] \$9.49$.***
- b. ***An employee who was on standby duty for a 24 hour shift would be entitled to $[(24 \text{ hours}/118 \text{ total standby hours}) \times \$80 =] \$16.27$.***
- c. ***An employee who was on standby duty for the first 6 hours only of the Monday night shift, plus the entire 14 hour Thursday night shift, plus the entire 24 hour Friday shift would be entitled to $[(6 \text{ hours} + 14 \text{ hours} + 24 \text{ hours})/118] \times \$80 =] \$29.83$.***

Note: As "auxiliary employees" these employees are not entitled to Call out (Article 8.6 (f)) and Standby Pay (Article 8.7) under the collective agreement.

- 4) Employees may be allowed to trade standby duty assignments upon receiving prior authorization from the supervisor.

Telephone Calls

- 5) Employees designated on standby duty may occasionally be required to take telephone calls while at home to provide emotional support or assistance to clients. Such designated employees shall be compensated a minimum of one (1) hour straight time pay for the time spent on the telephone providing emotional support or assistance to clients. Should more than one call occur within the same one (1) hour period, then the one (1) hour straight time pay would cover all such calls. Employees designated on standby duty will not be compensated pay for enquiries or referral telephone calls from dispatch. Only direct calls with clients will be considered towards compensation.

Minimum Hours & Overtime

- 6) Employees shall receive a minimum of ~~two~~ (2) hours pay for hours worked to either attend a call out or perform any other office work within the Victim Services Section.
- 7) Overtime will be paid for hours worked beyond eight (8) hours in a twelve (12) hours period or forty (40) hours in a week (Monday 1800 hours to Monday 1759 hours).

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

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

Agreed to append for the term of the Collective Agreement.

For the City:

"Jeff Marwick"
Jeff Marwick

"April 28/04"
Date

For the Union:

"Laurie Larsen"
Laurie Larsen

"April 28/04"
Date

LETTER OF UNDERSTANDING #28

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

Re: Ten (10) Hour Shifts – R.C.M.P. Records Section

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

- 1) Classifications:
Records Clerk 2
Records Clerk 4 – CIIDS
Records Clerk 4 – CPIC
Team Leader

**Excluding: Records Clerk 2 working in the Mailroom, and Records Clerk 4 – Insurance.*
- 2) Ten (10) consecutive hours worked, exclusive of a one-half (1/2) hour unpaid lunch break, shall constitute a shift.
- 3) Four (4) consecutive days worked followed by four (4) consecutive days off shall constitute a week.
- 4) Overtime will be paid for hours worked beyond 10 (ten) hours per day or forty (40) hours per week, at time and one-half (1 ½) the regular hourly rate for the first two (2) hours of overtime in any day or week and double the regular hourly rate for any overtime thereafter.
- 5) All benefit entitlements expressed in days in the collective agreement (for example, vacation, sick leave and general holidays) are understood to be the hours equivalent to a standard working day (7 hours), and will be scheduled and used in hours, based on the actual length of the work day (10 hours) during the trial period, with the exception of general holidays.

Regular full-time employees scheduled to work on a general holiday will be paid in accordance with the provisions of Article 8.6 (b) of the Collective Agreement for the actual hours worked.

Regular full-time employees who are not scheduled to work on the general holiday will receive pay for the general holiday in accordance with the Collective Agreement (7 hours).
- 6) Upon expiration, at the end of the term of the collective agreement, this Letter of Understanding will be null and void and cease to have any effect in the absence of express mutual agreement between the parties in writing to extend its effect.
- 7) Either party may terminate the provisions of this Letter of Understanding as a whole or by a functional area as outlined above by providing fourteen (14) days written notice to the other party.

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

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

For the City:

"Jeff Marwick"

"April 28/04"

Date

For the Union:

"Laurie Larsen"

"April 28/04"

Date

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