



SOURCE	City
EFF.	94/01/01
TERM.	96/12/31
NO. OF EMPLOYEES	1200
NOMBRE D'EMPLOYES	80

# AGREEMENT

BETWEEN

THE CITY OF SURREY

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES,

SURREY B.C.; LOCAL NO. 402

1994 - 1996

DEC - 4 1995

57357(05)

1994 - 1996 CONTRACT

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*5/1/87*

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# AGREEMENT

1994 - 1996

THIS AGREEMENT entered this 8 th day of May ,1995

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.

**PART I -** GENERAL CONDITIONS

**ARTICLE I -** BARGAINING AGENCY

### Section 1

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

ARTICLE I continued

City Manager's Office  
City Manager  
Coordinator Special Events  
Executive Assistant  
Executive Assistant to Mayor  
Liaison Assistant  
Manager, Corporate Studies  
Manager, Organizational Development  
Manager, Public Affairs  
Manager, Special Studies  
Secretary, Mayor's Office  
Corporate Services Department  
Administrative Coordinator  
Advisor/Project Manager  
Assistant City Solicitor  
Building Systems Engineer  
By-law Solicitor  
Deputy City Clerk  
General Manager, Corporate Services  
Legal Assistant 1  
Legal Assistant 2  
Legal Assistant 3  
Legislative Assistant  
Manager, Administration (Asst. City Clerk)  
Manager, Administrative & Regulatory Services  
Manager, Application Development (2)  
Manager, Appraisals/Site Assembly  
Manager, Facilities Management  
Manager, False Alarms & Licensing  
Manager, Information Systems  
Manager, Legal Services  
Manager, Legislative Services  
Manager, Office Products  
Manager, Property Services  
Manager, Realty Marketing  
Manager, Realty Services  
Manager, Utility Operations  
Project Manager  
Records Manager  
Senior By-law Enforcement Officer  
Senior Project Manager - Engineer  
Superintendent Building Maintenance  
Technology Planning Manager  
Human Resources Department  
Administrative Coordinator  
General Manager, Human Resources  
Human Resources Advisor (5)  
Human Resources Assistant (2)  
Manager, Administrative Services, RCMP  
Manager, Benefits  
Manager, Employment & Organizational Learning  
Manager, Labour Relations & Compensation  
Manager, Victim Services, RCMP  
Finance Department  
Administrative Coordinator  
General Manager, Finance  
Manager, Accounting & Reporting  
Manager, Accounting Services  
Manager, Budget & Planning  
Manager, Budgets  
Manager, Investment & Taxation  
Manager, Property Tax  
Manager, Purchasing  
Manager, Strategic Development  
Engineering Department  
Administrative Coordinator  
General Manager, Engineering  
Manager, Client Services  
Manager, Contracts & Solid Wastes  
Manager, Design  
Manager, Design & Construction  
Manager, Design & Construction Roads  
Manager, Design & Construction Utilities  
Manager, Drafting  
Manager, Drainage Planning  
Manager, Drainage Systems  
Manager, Engineering Operations  
Manager, Engineering Research  
Manager, Environment  
Manager, Equipment & Facilities  
Manager, Fiscal & Systems  
Manager, Inspection Services  
Manager, Land Development  
Manager, Land Development Environ. & Res.  
Manager, Planning  
Manager, Roads & Drainage  
Manager, Roads & Transportation  
Manager, Sewer & Water  
Manager, Support Services  
Manager, Survey  
Manager, Transportation  
Manager, Utilities



ARTICLE I continued

Manager, Utilities & Construction  
Pavement Engineer  
Project Engineer, Roads  
Project Engineer, Utilities  
Project Surveyor  
Public Works North Superintendent  
Public Works South Superintendent  
Sewer & Water Engineer  
Special Assignment Engineer  
Superintendent, Pumps & Control  
Superintendent, Water Operations  
Supervisor, Survey  
Systems Development Engineer  
Transportation Engineer  
Planning & Development Department  
Administrative Coordinator  
Building Engineer (3)  
Business Development Officers (3)  
City Architect  
General Manager, Planning & Development  
Manager, Administration & Support  
Manager, Area Planning & Development  
Manager, Building Division  
Manager, Central Surrey  
Manager, Commercial Section  
Manager, Economic Development  
Manager, Electrical Section  
Manager, Field Inspections  
Manager, Marketing  
Manager, North Surrey  
Manager, Plumbing Section  
Manager, Policy & Long Range Plan  
Manager, Residential Section  
Manager, South Surrey .

Parks & Recreation Department  
Administrative Coordinator  
City Wide Services Manager  
General Manager, Parks & Recreation  
Maintenance Manager (North)  
Maintenance Manager (South)  
Manager, **Comm. &** Leisure Services (North)  
Manager, Community & Leisure Services (South)  
Manager, Parks  
Manager, Planning Research & Admin.  
Manager, Special Projects  
Marketing & Community Relations Manager  
Parks Construction Manager  
Research & Development Manager  
Section Manager, **Cloverdale**  
Section Manager, Community Arts Services  
Section Manager, **Guildford/Fleetwood**  
Section Manager, Heritage  
Section Manager, Newton  
Section Manager, North Surrey  
Section Manager, South Surrey

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

Section 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.

Section 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

ARTICLE I continued

that of the Union unless ordered by due process of law to recognize some other bargaining authority.

ARTICLE I-I      EMPLOYER'S RIGHTS

Section 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.

Section 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.

Section 3      For the satisfactory and efficient operation of the City's business, the parties to this Agreement recognize the following Departments:

Inside Division:

City Manager's Office  
Corporate Services Department  
Engineering Department  
Finance Department  
Human Resources Department  
Planning & Development Department  
RCMP (Civilian)

Parks & Recreation Division:

Parks Department  
Recreation Department

Outside Division:

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

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

ARTICLE II continued

It is also agreed for the purpose of seniority, the former Permits & Licences and the Facilities Management Division - Building Maintenance Branch shall constitute one (1) unit.

ARTICLE III - UNION SECURITY

- Section 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 I, Section 1, of this Agreement, shall immediately upon employment become and remain members of the Union as a condition of employment.
  - (b) The City agrees to notify the Union, in writing, when an employee, covered by this Agreement, is hired, promoted, demoted, transferred, laid off, recalled, resigns, is suspended or is terminated.
  - (c) In the event of the Union intending to suspend a member for non-maintenance of membership, or for any other reasons, the City shall be notified by the Union in writing at least seven (7) days before such suspension.

Section 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 IV                      ADJUSTMENT OF GRIEVANCES

- Section 1
- In the event that any difference arises out of the interpretation, application, operation or any alleged violation of this Agreement, including any 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 following manner:
- (a) Such difference or grievance shall first be reduced to writing and taken up by the employee and a representative of the Union with the employee's immediate supervisor and General Manager within five (5) working days of such difference or grievance arising.
  - (b) If such difference or grievance is not settled within two (2) working days, the grievance shall be submitted by the employee's immediate supervisor or General Manager to the City Manager or Deputy City Manager.

ARTICLE IV continued

- (c) Should the two parties be unable to resolve the grievance under the procedure as set out in the previous Section (c) 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 Council of the City and the Union to reach a decision, and the third member shall be appointed within five (5) days by the two (2) members so appointed, and shall be Chairman, Should the members appointed by the parties fail to agree on a Chairman within the said five (5) days, the said Chairman shall be appointed by the Minister of Labour of the Province of British Columbia. The majority decision of the Board shall be final and binding on both parties and each party shall bear the expense of their arbitrator and pay half the expenses of the Chairman. The Board shall finally settle such difference or grievance within ten (10) days after the appointment of the Chairman.
- (d) 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 Employer to reinstate the employee and pay to 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.
- (e) Wherever a stipulated time is mentioned herein, the said time may be extended by mutual consent of the parties.
- (f) Grievances dealing with dismissal or termination shall start at the City Manager's or Deputy City Manager's step in the Grievance procedure.
- (g) Upon mutual agreement of the parties, the tri-partite arbitration process set out in (c) above may be replaced by a single arbitrator process.

Section 2

An employee shall have the right to have a Shop Steward or Union representative present when written disciplinary action is to be taken (written warnings, 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.

ARTICLE V                    VACATIONS AND GENERAL HOLIDAYS

Section 1                    General Holidays

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

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

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

120

Section 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.

Section 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 Annual and General Holidays 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.

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2/28  
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ARTICLE V continued

24

- (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.

24  
06-5-94

ARTICLE VI

EMPLOYEES' BENEFITS

Section 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.

Effective June 1, 1995, the City will pay 65% for Group Life Insurance, This will increase to 70% effective January 1, 1996, and effective December 31, 1996, will increase to 75%.

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11/2  
2002

ARTICLE VI continued

- (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 \$100,000.00 (minimum of \$5,000.00). Effective June 1, 1995, the maximum will increase from \$100,000.00 to \$150,000.00.

2/150

Section 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.

20%  
100%

Section 3

Dental Plan

All employees, after the probationary period, shall be covered by a Dental Plan. The City will pay sixty percent (60%); effective June 1, 1995; the City will pay sixty-five (65%); effective January 1, 1996 seventy percent (70%), and effective December 31, 1996, seventy-five (75%), with the employee paying the remainder through payroll deduction.

20%  
65%  
70%  
75%

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

20%  
100%

- (a) Basic Dental Services (Plan A) - Plan pays 80% of approved schedule of fees.
- (b) Prosthetics, Crowns and Bridges (Plan B) - Plan pays 50% of approved schedule of fees.
- (c) Orthodontics (Plan C) - Plan pays 50% of approved schedule of fees. The orthodontic lifetime maximum per child shall be \$1,000. Effective June 1, 1995, this will increase from \$1,000 to \$2,000.
- (d) It being understood that current Dental College Fee schedules would apply,
- (e) Temporary employees may participate on the completion of 6 months continuous service with the City.

Section 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 probationary period, 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.

20%  
100%

ARTICLE VI continued

- (c) An employee who uses no sick leave during the year shall receive three (3) days at the employee's regular rate of pay at the end of the year and a credit of thirteen (13) days' sick leave to the employee's maximum accumulation of one hundred twenty (120) days. The three (3) days to be assigned and to become effective as follows each year: May 1, September 1, and December 31. These days will be paid out at the end of each period.

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

- (d) Employees may be required to complete a statutory declaration certifying as to illness or attested to by a Notary Public or a doctor's certificate to obtain sick pay.
- (e) Employees who are on Workers' Compensation may receive full pay while on compensation, provided there is sufficient sick leave to the employee's credit. Those employees who receive full pay while on Workers' Compensation shall have the difference between the amount of compensation and their full pay deducted from the employee's sick leave credit. The City shall receive the employee's time loss compensation from the Workers' Compensation Board.
- (f) It is agreed that both parties shall appoint a Committee to review sick leave alternatives with a view to improving benefits and controlling abuse of sick leave benefits,
- (g) If, as a result of a claim made to insuring third party (example, ICBC), an employee receives payment for wage loss (including fringe benefit costs) referable to a period during which the employee received sick leave benefits, then the employee upon the receipt of such payment shall pay to the Employer the amount of the wage loss so received, and the Employer 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.

67/2/11

Section 5

Jury or Court Witness Duty Leave

- (a) 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 travelling allowances, with the City. Employees shall make every reasonable effort to request leave prior to such leave occurring.



ARTICLE VI continued

- (b) In the event that the provisions of this section indicate abuses, the matter shall be dealt with as per Article VII, Section 5 of this Agreement.

Section 6

Extended Health Benefit Plan

- (a) All regular and probationary employees after the probationary period will be covered by a one hundred percent (100%) Extended Health Benefit Plan with the standard \$25.00 deductible. The City will pay sixty percent (60%) of the costs and the forty percent (40%) deduction for employees shall be made through payroll deductions. Effective June 1, 1995, the City will pay sixty-five percent (65%); effective January 1, 1996, seventy percent (70%); and effective December 31, 1996, the City will pay seventy-five (75%). The extended health lifetime maximum will increase from \$25,000 to \$500,000, effective June 1, 1995.

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5.  
060

- (b) Optical Benefit

The optical benefit is a maximum of two hundred dollars (\$200.00) every two (2) years with no deductible.

209  
060

Section 7

Retirement/Severance Allowance

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7, 20-4  
33-96

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.

31  
e, d

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.

31  
e.  
1

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,

Section 8

Maternity Leave

- (a) A pregnant employee who requests Maternity Leave shall provide the General Manager with a medical certificate from a qualified medical practitioner stating the estimated date of birth. Such certificate shall be provided not later than three months prior to the estimated date of birth. An employee will become eligible for Maternity Leave after the completion of the first three months of regular employment. This employee will also be required to complete a Request for Special Leave form, and submit it to the Human Resources Department.

7A  
018

- (b) A pregnant employee shall be entitled to Maternity Leave, without pay from the date of commencement of leave, for a period of 18 consecutive weeks or a shorter period if the employee requests. The employee may request that her leave commence 11 weeks

ARTICLE VI continued

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 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 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 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 18 weeks and who wishes to continue benefit coverage shall prepay to the City the total cost of premiums for benefits to which she is entitled for the additional period of leave.
- (f) On resuming employment, an employee shall be reinstated in her previous or a comparable position and for the purpose of pay increments, benefits, and vacation entitlement (but not for statutory holidays or sick leave) maternity leave will be counted as service. Vacation pay will be prorated by the period of the leave and an employee may elect not to take that portion of her vacation which is unpaid.
- (g) The City shall not terminate an employee or change a condition of employment of an employee without the employee's written consent, except for general reduction in the work-force.
- (h) An employee who is a birth father, the adoptive father or adoptive mother, shall be entitled to twelve (12) weeks of parental leave without pay. The employee shall take the leave within fifty-two (52) weeks of the child's birth or the date the child comes within care of or custody of the employee.

Section 9

Long Term Disability Plan

- (a) All regular employees, after the probationary period, will be covered by a sixty percent (60%) Long Term Disability Plan (maximum monthly benefit of two thousand, five hundred dollars (\$2,500.00)).

ARTICLE VI continued

(b) All regular part-time employees who elect to enroll, after accumulating one thousand hours, will be covered by a sixty percent (60%) Long Term Disability Plan (maximum monthly benefit of Two Thousand, Five Hundred Dollars (\$2,500.00)).

*unpaid*

(c) In exchange for the value of two (2) gratuity days, the City agrees to redirect the funds to purchase a jointly agreed upon Long Term Disability Plan.

(d) It is understood that eligibility for payment of the Long Term Disability Plan benefits shall be subject to the terms and conditions of the Long Term Disability Policy, as amended from time to time.

Section 10                      Group Household Insurance

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

ARTICLE VII                      WORKING CONDITIONS

Section 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.

Section 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,

Section 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.

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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.

Section 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.

ARTICLE VII continued

Section 5                      Changes in Working Conditions & Classifications

(a) In the event of discussions being considered necessary by either party during the term of this Agreement relating to new classifications, rates of pay, hours of work, or matters arising under Section 11 of this Article, or other working conditions not provided for in this Agreement, it is agreed that either party shall meet the other party in order to carry out such discussions as soon as possible, and in any event, not later than fifteen (15) days from the date of written request by one party to an officer of the other party.

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(b) For the purpose of this Section it is mutually agreed between the parties hereto that the representatives appointed by each side shall not exceed five (5) members per side present at any meeting.

(c) Any negotiations for the renewal or revision of this Agreement coming within the scope of Collective Bargaining, Article XIV, 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

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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

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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.

ARTICLE VII continued

(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.

Section 6

Job Postings

27 8/11 (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 three (3) month probationary period, 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 and notify them when these positions become available.

Section

Payment of Salary Increments

In all cases where an employee has been promoted or reclassified as to employment, payments of annual salary increments shall be made from the anniversary date of such promotion or reclassification, and not from the anniversary date of the employee's employment by the City.

Section 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

ARTICLE VII continued

special service, such increase will not be objected to by the Union and such action has its approval.

Section 9                      General Leave of Absence

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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 IV, Section 1 (c).

Section 10                      Bereavement Leave

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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, 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 and fiancé. Where the funeral is outside the Province, the employee may apply for additional leave not to exceed a total of two (2) working days without loss of pay,

Section 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 grievance and arbitration. The new rate shall become retroactive to the employee's date of application for reclassification.

ARTICLE VII continued

Section 12 Provisions Regarding Municipal Employees' Car and Mileage Allowance

See separate Schedule "F" attached to and forming part of this Agreement.

Section 13 Education Allowance

(a) The City will pay fifty percent (50%) of course costs upon proof of payment for approved courses of instruction for employees to better qualify themselves to perform their job.

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Upon proof of completion of the approved course, the employee will receive an additional reimbursement of 25%, or the difference between 50% and the final course percentage if that final course percentage is greater than 75%.

For reimbursement to be made, the course of instruction must be approved by the City Manager, and will only be paid upon successful completion of such courses.

(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 IV, Section 1 (c).

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ARTICLE VIII WAGES AND SALARIES

Section 1 ) 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.

Section 2 Temporary Appointments - Inside

ARTICLE VIII continued

- (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 by the General Manager or the City Manager.

- (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.

Section 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.

Section 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.

Section 5                      Job Security

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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 X 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.



ARTICLE VIII continued

Section 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

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

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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

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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 70, 75 or 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

ARTICLE VIII continued

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

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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 VIII, Section 6, of this Agreement, or a minimum of two (2) hours' pay at overtime rates of pay, whichever is greater. However, if an employee is called out to work between the hours of midnight and 5:00 a.m., the employee shall receive a minimum of three (3) hours' pay at overtime rates of pay. Time shall be computed from the time the employee commences to work until the employee is instructed to cease work.

Employees who are called out shall receive compensation for mileage at the applicable mileage rates (See Schedule "F" attached), 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.

Section 7

Stand-By Pay

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

Section 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 IX

HOURS OF WORK

Section 1

INSIDE EMPLOYEES

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(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, Instrumentmen, Rodmen, personnel under the jurisdiction of the R.C.M. Police and Law Department shall be seven (7) hours per day, seven (7:00) A.M. to six (6:00) P.M. with one (1) hour off for lunch, Monday through Friday. It is understood that the City shall

ARTICLE IX continued

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 VIII, Section 6 of this Agreement, and shall be paid when a salaried employee is required to work in excess of seven (7) hours in the regular work day or for work performed on Saturdays or Sundays.

- (b) The regular hours of work for Instrumentmen and Rodmen 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 Instrumentmen or Rodmen, 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 VIII, Section 6, of this Agreement and shall be paid when the employee is required to work in excess of seven and one-half (7-1/2) hours in the regular work day or for work performed on Saturdays or Sundays.
- (c) For the purpose of this Section, personnel under the jurisdiction of the R.C.M. Police and Computer Operators and all other employees of Information Systems 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 VIII, Section 6 of this Agreement.
- (d) For the purpose of this Section, Janitors, Stockroom Clerks, Radio Operators, Dispatcher Clerks, R.C.M. Police Radio Operators and personnel under the jurisdiction of the R.C.M. Police who work in excess of eight (8) hours per day or forty (40) hours per week shall be paid overtime rates in accordance with Article VIII, Section 6 of this Agreement.
- (e) For the purpose of this Section, employees in the Mail Room/Print Room shall work any seven (7) consecutive hours per day worked between 6 A.M. and 5 P.M. daily with one (1) hour off for lunch Monday through Friday, inclusive.

Section                      Provisions re: Radio Operators

Personnel employed by the City to operate the Central Radio Station shall work on a variable shift basis subject to the following conditions:

- (a) Eight (8) consecutive hours shall constitute a shift.
- (b) Five (5) consecutive shifts shall constitute a week followed by at least two (2) consecutive days off.

ARTICLE IX continued

- (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.

Section 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 VIII, Section 6 of this Agreement.
- (b) The hours of work of the employees working as the night crew in the City Garage shall be any seven and one-half (7 1/2) consecutive hours from four (4:00) P.M. to one-thirty (1:30) A.M. daily, including one-half (1/2) hour off for supper. Payment for overtime worked by members of this crew shall be in accordance with the provisions of Article VIII, Section 6 of this Agreement.

Section 4

Provisions re: Patrol

Personnel employed by the City as patrolmen 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 patrolman 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 VIII, Section 6 of this Agreement.
- (d) Personnel who are required to work as patrolmen on Saturdays, Sundays and General Holidays or as relief patrolmen shall be paid at the rate of pay set out in Schedule "C" of this Agreement when working as Patrolmen. When assigned to other work they shall be paid the rate of pay for the job to which they are assigned.

ARTICLE IX continued

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

Section 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 British Columbia Department of Labour Relations. 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.

Section 6

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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.

Section 7

Shift Differential

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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 Article VIII, Sections 6, 7 and 8, of this Agreement.

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

ARTICLE X

SENIORITY

Section 1

Probationary Period and Seniority

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- (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 three (3) 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 3 months continuous service, or 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.

ARTICLE X continued

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 II, Section 3 of this Agreement.
- (c) It is mutually agreed that, when hiring new employees, preference may, subject to the same conditions as in Section 2 hereof, be given to those employees of the City who have had previous seniority.

Section 2

Promotions

27/11/11

- (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.

Section 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.

Section 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.

ARTICLE X continued

26311

- 2. No employee shall be transferred without due regard to the seniority provisions of this Section of the Agreement.
- 3. Transferred employees names shall be placed on Department's seniority list in accordance with their length of service with the City.

Transfers Outside the Bargaining Unit

(b) Employees shall not be transferred to positions outside the bargaining unit without their consent. If employees are transferred to positions outside of the bargaining unit, they shall retain their seniority acquired at the date of leaving the unit, but will not accumulate any further seniority. Employees 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.

Section 5

Lay-Off

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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.

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- 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.

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Section 6

Rehiring

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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 rehired, subject to the following conditions:

ARTICLE X continued

1. The employee shall be first rehired 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 registered letter or by telegram 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.

Section 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.

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Section 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 his qualifications under Clauses (1) and (2) of Section 7.



ARTICLE X continued

Section                      Day Shift Preference

In accordance with the terms of Article X 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 XI                      ACCIDENT PREVENTION COMMITTEE

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- (a) The City shall maintain an Accident Prevention 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 Accident Prevention Committee shall so far as practicable be co-chaired and consist of an equal number of representatives of the Employer 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 Accident Prevention 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 Accident Prevention Committee, shall, within forty-eight (48) hours, conduct an investigation into such accident.

ARTICLE XII                      DEFINITIONS

Section 1                      "Employee" shall mean a person who is an "Employee" as defined in the Labour Code of B.C.

Section 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.

Section 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 **X**, Section **1**.

Section 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 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.

ARTICLE XII continued

775/1

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

775/1

(c) "Part Time, Regular Part Time and Temporary Employee Benefits" - Part Time and Temporary employees shall receive twelve percent (12%) cash settlement on their pay cheque to cover medical and sick leave benefits, vacation and general holidays, group life and other miscellaneous benefits. Part time employees who accumulate one thousand (1,000) hours shall receive sixteen percent (16%) cash settlement in lieu of these benefits; accumulation of hours begins July 1, 1980.

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

775/1

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. 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;

775/1 P. E. S.

- (b) . Vacation
- . Sick Leave
- . Bereavement Leave
- . Retirement/Severance Allowance

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

For those employees who have met these requirements, their decision for a one-time option for benefits must be exercised no later than January 31, 1989.

For those employees who have not yet met these requirements, their decision for a one-time option for benefits must be exercised prior to accumulating one thousand two hundred (1,200) hours.

ARTICLE XII continued

Section 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.

Section 6 It is understood that if an incentive employee, summer employee, temporary employee or part-time employee is selected as a regular employee during or at the completion of employment, the employee shall have seniority rights **recognized** retroactive to the original date of hire. Such seniority shall be accumulative based on hours worked from date of hire, in consecutive years.

ARTICLE XI-II SPECIAL PROVISIONS

Section 1 Parks & Recreation Division

- (a) Employees who perform the duties of Utilityman more than 50% of the employable time, shall be paid the Utilityman rate of pay on a regular basis all year round.
- (b) Non-standard work day. All Recreation Department employees as listed in Schedule "D" and certain inside employees of the Recreation Department shall work a non-standard work day and/or week as follows: when the General Manager required daily hours of work other than the standard work day set out in Article IX, Section 1, the regular hours of work for permanent and temporary employees in such operations shall be any 7, 7-1/2 or 8 hours of work exclusive of 1/2 or 1 hour lunch period. Where the General Manager requires a 6 or 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 and Recreation as much as is practical between Monday and Friday where service to the public is not impaired.
- (d) Part-Time Aquatics Employees - Seniority Accumulation

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

ARTICLE XIII continued

Section 2

Premium Pay

(a) Contact with Raw Sewage

Employees performing any assigned work where they come in contact with raw sewage 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 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 Journeymen Gardeners, Apprentices and all levels of Foremen, who are required to apply herbicides and pesticides in the Parks Department shall receive an additional twenty-five (\$.25) 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 Department of Agriculture Herbicide and Pesticide Certificate.

(d) Industrial First Aid Attendants

Designated Industrial First Aid Attendants will receive:

Sixty Dollars (\$60.00) a month for W.C.B. "C" ticket.

Eighty Dollars (\$80.00) a month for W.C.B. "B" ticket.

One Hundred Dollars (\$100.00) a month for W.C.B. "A" ticket.

Employees selected by the Employer as designated Industrial 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 two week course of studies.

Section 3

Labourer Rate

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

ARTICLE XIII continued

Section 4

Provision of Clothing

- (a) Employees who are employed on Sanitary Sewer Cleaning Machines will be provided with coveralls and gloves and laundry service for same by the City.
- (b) Employees employed in the City Shops will be provided with coveralls and laundry service for same by the City.
- (c) Clothing damaged during the course of an employee's work, that is damaged beyond reasonable expectation may be replaced by the City on approval of the General Manager.
- (d) The City agrees to provide: a maximum of two (2) sweatsuits per annum to regular and part-time aquatic employees (employees working less than twenty (20) hours per week - one (1) sweatsuit per annum).
- (e) The City agrees to provide: One (1) jacket, Three (3) shirts, Two (2) pair of pants and One (1) tie per annum to **Icemen/Maintenance** employees. (Clothes requiring dry cleaning to be cleaned at the City's expense).
- (f) The City agrees to provide: a boot allowance of Seventy-Five Dollars (\$75.00) 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 XIII, Section 4(c).
- (g) If an employee is required to wear a uniform or other special apparel, the City shall supply the uniform as well as clean, launder, upkeep and repair without charge to the employee+

Section 5

Insurance

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

Section 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.

Section 7

Clerk/Typist Trainee

- 25/1
- (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.

ARTICLE XIII continued

- (b) Those hired as trainees will undergo a 12 month training program which may include: on-the-job training, night school and City training programs.

Rate of pay:

Effective January 1, 1995:

\$874 bi-weekly, first 6 months  
\$925 bi-weekly, second 6 months

Effective January 1, 1996:

\$887 bi-weekly, first 6 months  
\$939 bi-weekly, second 6 months

- (c) It is agreed that Clerk/Typist Trainees must remain in that position for a minimum of 6 months. At the conclusion of 6 months as a Clerk/Typist Trainee, the employee may compete on job postings. At the completion of the regular 1-year training program, the employee will be reclassified to Clerk Typist 2.

Section 8

Traffic Survey Clerk

Rate of pay:

Effective January 1, 1995:

\$856 bi-weekly

Effective January 1, 1996:

\$869 bi-weekly

Section 9

Printer

Rate of pay:

Effective January 1, 1995:

\$1,669 bi-weekly

Effective January 1, 1996:

\$1,694 bi-weekly



ARTICLE XIII continued

Section 10 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 Employer reasonable costs of photocopying.

Section 11 Harassment

14  
-  
^

The City of Surrey and the Union support the provision of a safe, healthy and rewarding work environment for the City's employees. The Employer 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.

Section 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 XIV DURATION OF AGREEMENT

Section 1

This Agreement shall be for the period from and including January 1, 1994, to and including December 31, 1996, and from year to year thereafter subject to the right of either party to the Agreement, at any time within four months immediately preceding the date of the expiry of this Agreement (December 31, 1996) 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.

Section 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 Employer shall give notice of lockout (or the employer shall lockout its employees), or

ARTICLE XIV Continued

3. the parties shall conclude a renewal or revision of this Agreement or enter into a new Collective Agreement

whichever is the earliest.

Section 3 The operation of Section 50(2) of the Labour Relations Act of B.C. is hereby excluded.

APPROVED AND ADOPTED by the  
City of Surrey this 16<sup>th</sup> day of  
October 1995.

APPROVED AND ADOPTED by the  
Canadian Union of Public Employees  
(City) B.C., Local No. 402, this 16<sup>th</sup> day  
of October 1995.



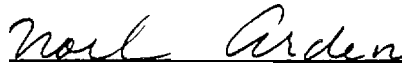
MAYOR R. Bose



PRESIDENT G. Savard



CLERK D. Kenny



SECRETARY A. Noel



THE CITY OF SURREY  
SCHEDULE "A"  
INSIDE STAFF PAY GRADES  
EFFECTIVE JANUARY 1, 1995

Pay Grade	Standard Rate 1	6 Month Rate 2	18 Month Rate 3	30 Month Rate 4
8	1022.00	1031.00	1042.00	1070.00
9	1031.00	1042.00	1070.00	1092.00
10	1042.00	1070.00	1092.00	1113.00
11	1070.00	1092.00	1113.00	1142.00
12	1092.00	1113.00	1142.00	1159.00
13	1113.00	1142.00	1159.00	1192.00
14	1142.00	1159.00	1192.00	1214.00
15	1159.00	1192.00	1214.00	1259.00
16	1192.00	1214.00	1259.00	1294.00
17	1214.00	1259.00	1294.00	1331.00
18	1259.00	1294.00	1331.00	1373.00
19	1294.00	1331.00	1373.00	1413.00
20	1331.00	1373.00	1413.00	1472.00
21	1373.00	1413.00	1472.00	1528.00
22	1413.00	1472.00	1528.00	1586.00
23	1472.00	1528.00	1586.00	1653.00
24	1528.00	1586.00	1653.00	1721.00
25	1586.00	1653.00	1721.00	1794.00
26	1653.00	1721.00	1794.00	1867.00
27	1721.00	1794.00	1867.00	1952.00
28	1794.00	1867.00	1952.00	2024.00
29	1867.00	1952.00	2024.00	2116.00
30	1952.00	2024.00	2116.00	2204.00
31	2024.00	2116.00	2204.00	2296.00

THE CITY OF SURREY  
SCHEDULE "A"  
INSIDE STAFF PAY GRADES  
EFFECTIVE JANUARY 1, 1996

Pay Grade	Standard Rate 1	6 Month Rate 2	18 Month Rate 3	30 Month Step 4
8	1037.00	1046.00	1058.00	1086.00
9	1046.00	1058.00	1086.00	1108.00
10	1058.00	1086.00	1108.00	1130.00
11	1086.00	1108.00	1130.00	1159.00
12	1108.00	1130.00	1159.00	1176.00
13	1130.00	1159.00	1176.00	1210.00
14	1159.00	1176.00	1210.00	1232.00
15	1176.00	1210.00	1232.00	1278.00
16	1210.00	1232.00	1278.00	1313.00
17	1232.00	1278.00	1313.00	1351.00
18	1278.00	1313.00	1351.00	1394.00
19	1313.00	1351.00	1394.00	1434.00
20	1351.00	1394.00	1434.00	1494.00
21	1394.00	1434.00	1494.00	1551.00
22	1434.00	1494.00	1551.00	1610.00
23	1494.00	1551.00	1610.00	1678.00
24	1551.00	1610.00	1678.00	1747.00
25	1610.00	1678.00	1747.00	1821.00
26	1678.00	1747.00	1821.00	1895.00
27	1747.00	1821.00	1895.00	1981.00
28	1821.00	1895.00	1981.00	2054.00
29	1895.00	1981.00	2054.00	2148.00
30	1981.00	2054.00	2148.00	2237.00
31	2054.00	2148.00	2237.00	2330.00

THE CITY OF SURREY  
SCHEDULE "B"  
INSIDE STAFF CLASSIFICATIONS AND PAY GRADES  
EFFECTIVE JANUARY 1, 1995

Classification	Pay Grade	Classification	Pay Grade
Accountant 1	23	Computer Operations Supervisor	24
Accountant 2	26	Chief Construction Insp.	27
Accountant 3	29	Conveyancing Secretary	18
Accounting Clerk 1	15	Data Preparation Supervisor	18
Accounting Clerk 2	18	Draftsman 1	15
Accounting Clerk 3	21	Draftsman 2	18
Accounting Clerk 4	24	Draftsman 3	22
Administrative Ass't. Clerk's Dept	19	Draftsman Trainee	11
Appraiser Specialist Property	28	Electrical Inspector 1	27
***Arena Supervisor	25	Electrical Inspector 2	29
Arts Centre Technician	19	Engineering Assistant 1	21
Assistant Deputy Clerk	23	Engineering Assistant 2	25
Assistant City Collector	25	Engineering Assistant 3	27
Bookkeeping Machine Operator	13	Engineering Assistant 4	29
Building Insp. 1	27	Engineering Inspector 1	22
Building Insp. 2	29	Engineering Inspector 2	25
Buyer 1	17	Engineering Inspector 3	27
Buyer 2	21	Engineering Ops. Clerk	17
Buyer 3	23	**Guards and Matrons	17
By-law Enforcement Officer - Parking	24	Identification Technician 1	15
By-law Enforcement Officer - General	26	Identification Technician 2	18
Cashier	14	*Instrumentman 1	17
Chief Clerk - Permits & Licenses	24	*Instrumentman 2	19
** Chief Clerk-Shops	20	*Instrumentman 3	22
Chief Collection Clerk	21	**Janitor	14
Chief Draftsman	25	Keypunch Operator 1	10
Clerk 2	9	Keypunch Operator 2	13
Clerk 3	12	License Inspector	22
Clerk 4	15	**Materials Control Supervisor	23
Clerk Typist 2	9	Mail/Print Shop Operator	17
+Clerk Typist 3	12	Parks & Recreation Planner	27
Clerk Typist 4	15	Payroll Clerk	18
Collection Clerk	15	Plan Checker 1	21
Collection Clerk Trainee	11	Plan Checker 2	24
Community Development Officer	26	Plan Checker 3	27
Computer Assisted Drafter 1	15	Planning Operations Clerk	17
Computer Assisted Drafter 2	19	Planner 1	28
Computer Assisted Drafter 3	23	Planner 2	29
Computer Operator 1	15	Planning Assistant 1	21
Computer Operator 2	19	Planning Assistant 2	24

SCHEDULE B continued

Classification	Pay Grade
Planning Assistant 3	27
Plumbing Inspector 1	27
Plumbing Inspector 2	29
Print Shop Clerk	15
Programmer Trainee	19
Programmer 1	24
Programmer 2	26
Property Appraiser 1	26
Property Appraiser 2	29
Property Negotiator 1	26
Property Negotiator 2	29
**Provost	20
Rate Clerk	15
Record Control Clerk	15
Records Supervisor - R.C.M. Police	18
***Recreation Supervisor 1	23
***Recreation Supervisor 2	25
***Recreation Supervisor 3	26
Senior Clerk - Purchasing and Stores	23
Senior Conveyancer	21
Senior Court Liaison Clerk	19
Senior Operations Clerk	20
Senior Planner	31
Senior Tax and Utility Clerk	21
Steno Secretary	18
Switchboard Operator	10
Switchboard Operator - City Hall	12
Switchboard Operator - R.C.M. Police	12
Systems Analyst Programmer	28
Tape Librarian and Relief Operator	19
**Telecommunications Operator 1	15
*Telecommunications Operator 2	22
Utility Rates Inspector	20
**Watchman	14
Water Service Inspector	20
Yard Radio Operator	16
*Rodman Labourer Hourly Rate of Pay	

SCHEDULE B continued

NOTE:

- \* Employees of this class based on 7 1/2 hours per day, 37 1/2 hours per week.
- \*\* Employees of this class based on 8 hours per day, 40 hours per week.
- \*\*\* The pay rate for these employees of the Recreation Department takes into account shift differentials and Sunday premium pay as required.

+ Clerk Typist 3 - Step 4:

January 1, 1995	\$1194 bi-weekly
January 1, 1996	\$1212 bi-weekly

It is agreed that the position of Instrumentman 1 will not start on a step in Pay Grade 17 which will produce the same or lesser than the equivalent hourly rate for the position of Rodman.

THE CITY OF SURREY

SCHEDULE "C"

OUTSIDE STAFF CLASSIFICATIONS AND PAY RATES

ENGINEERING DEPARTMENT OPERATIONS BRANCH - PUBLIC WORKS SECTION

	Jan. 1/1995	Jan. 1/1996
<u>Labourer 1</u>	\$17.19	\$17.45 <i>17.45</i>
Labourer - 6 Months		
Watchman		
Swamper		
<u>Labourer 2</u>	17.39	17.65
Crusher Crew Labourer		
Padman		
Hand Tool Maintenance Man		
Swamper, Heavy Flat Deck		
Tile Truck		
Labourer - Year 2		
Timberman Helper		
<u>Labourer 3</u>	17.61	17.87
Padman - Operator Trainee		
Tile Layer		
Power Hand Tool Operator		
Construction Checker		
Concrete Maker		
Sewer Cleaning Machine		
Tilsetter		
<u>W e i g h</u>	17.86	18.13
<u>Weigh Scale Control Clerk 2</u>	18.52	18.80
<u>Trades Improver 1</u>	18.05	18.32
Pipelayer		
Form Maker, Rough Forms		
Timberman		
Sewer Service Truck		
Rollerman		

SCHEDULE C continued

	Jan. 1/1995	Jan. 1/1996
<u>Trades Improver 2</u>	18.89	19.17
Carpenter Form Maker		
Cement Block Layer		
Mason		
Stop Bar/Cross Walk Painter		
Raker-man - Black Top Crew		
<u>Tradesman 1</u>	22.00	22.32
Sign Painter		
<u>Equipment Operator 1</u>	18.05	18.32
Tractor Operator		
Roller Operator		
<u>Equipment Operator 2</u>	18.59	18.87
Crusher Beckman		
Vehicle Washing Machine		
Self-Propelled Packer		
Operator		
Field Service Equipment		
Refuelling Attendant		
Gully Cleaning Machine		
Operator		
<u>Equipment Operator 3</u>	18.77	19.05
Rotary Street Sweeper		
Operator		
Slope Mower Operator		
Grader Operator - Light		
Maintainer		
<u>Equipment Operator 4</u>	19.07	19.36
Centre Line Marking Machine		
Operator		
Crusher Operator		
Tractor Backhoe Operator		
Sewer Jet Driver/Operator		
<u>Equipment Operator 5</u>	20.00	20.30
Front-end Loader Operator -		
Heavy		
Grader Operator - Heavy		

SCHEDULE C continued

	Jan. 1/1995	Jan. 1/1996
<u>Equipment Operator 6</u>	20.72	21.03
Gradall Operator		
Utilityman		
Track Backhoe Operator - Heavy		
<u>Truck Driver 1</u>	18.46	18.74
Single Axle Truck Driver		
<u>Truck Driver 2</u>	18.68	18.96
Street Flusher		
Tandem Truck Driver - Gravel Construction Supply Truck Driver		
<u>Truck Driver 3</u>	18.97	19.25
Tandem Crane Supply Truck Driver		
<u>Chargehand</u>	19.94	20.24
<u>Foreman</u>	21.84	22.17
<u>Construction Foreman</u>	22.54	22.88
<u>Assistant Equipment Controller</u>	21.34	21.66
<u>Equipment Controller</u>	22.54	22.88

ENGINEERING DEPARTMENT OPERATIONS BRANCH - WATER SECTION

	<u>Jan. 1, 1995</u>	<u>Jan. 1, 1996</u>
<u>Labourer 1</u>	\$17.19	\$17.45
Labourer		
Watchman		
<u>Labourer 2</u>	17.39	17.65
Padman		
Timberman Helper		



SCHEDULE C continued

	Jan. 1/1995	Jan. 1/1996
<u>Labourer 3</u>	17.61	17.87
Concrete Maker		
Controls & Pipe Testing Crew		
Sewer Cleaning Machine		
Tilesetter		
Power Hand Tool Operator		
<u>Trades Improver 1</u>	18.05	18.32
Form Maker - Rough Forms		
Timberman		
Meter-man		
Water Service Trucks Crews		
Pipelaye		
Patrolman		
<u>Trades Improver 2</u>	18.89	19.17
Carpenter Form Maker		
Cement Block & Brick Layer		
Pipe Fitter - Plumber,		
Construction & Mechanical		
Maintenance		
<u>Chargehand</u>	19.94	20.24
<u>Foreman</u>	21.84	22.17
<u>Construction Foreman</u>	22.54	22.88
<u>Pumps and Controls Foreman</u>	22.54	22.88

ENGINEERING DEPARTMENT - OPERATIONS BRANCH - FLEET MECHANICAL SECTION

	<u>Jan. 1, 1995</u>	<u>Jan. 1, 1996</u>
<u>Clerical</u>	17.22	17.48
Office Attendant, Preventative		
Maintenance		
<u>Trades Helper</u>	17.04	17.30
Labourer		
Mechanics Helper		
Cleanup Man		
Painters Helper		

SCHEDULE C continued

	Jan. 1/1995	Jan. 1/1996
<u>Serviceman</u>	18.91	19.19
Tireman		
Grease man		
Mechanic "C"		
<u>Mechanic Improver</u>	19.19	19.48
Mechanic "B"		
<u>Tradesman 1</u>	22.00	22.32
Automotive Bodyman		
Welder		
Mechanic "A" - Heavy Duty		
Mechanic "A" - Field Service		
<u>Tradesman 2 (T.Q. or</u>	22.42	22.76
Interprovincial Ticket)		
Utilityman		
Diesel Mechanic		
<u>Tradesman 3</u>	22.66	23.00
Machinist		
Heavy Duty Field Service		
Mechanic		
<u>Chargehand</u>	22.99	23.33
<u>Trades Foreman</u>	24.08	24.44

PERMITS & LICENSES DEPARTMENT - MUNICIPAL BUILDING  
MAINTENANCE BRANCH

	<u>Jan. 1, 1995</u>	<u>Jan. 1, 1996</u>
<u>Building Maintenance 1</u>	18.05	18.32
<u>Building Maintenance 2</u>	18.89	19.17

SCHEDULE C continued

Jan. 1/1995 Jan, 1/1996

<u>Tradesman 1</u>	22.00	22.32
Mason - Maintenance		
Carpenter		
Pipefitter - Plumber - Maintenance		
Electrician (Class B Provincial Ticket)		
Painter Maintenance - Buildings		
Mechanic "A" - Construction & Maintenance Equipment & Buildings		
<u>Tradesman 2</u>	22.42	22.76
Same list as above, but must possess T.Q.		
<u>Trades Chargehand</u>	22.99	23.33
Construction & Maintenance Equipment & Buildings		
<u>Trades Foreman</u>	24.08	24.44

FINANCE DEPARTMENT - PURCHASING BRANCH

Jan. 1, 1995 Jan. 1, 1996

<u>Equipment Operator 3</u> Yard Stockman	18.77	19.05
<u>Stockroom Clerk 1</u>	16.47	16.72
<u>Stockroom Clerk 2</u>	17.45	17.71
<u>Stockroom Clerk 3</u>	18.65	18.93
<u>Fleet Partsman</u>	19.29	19.57

PARKS DEPARTMENT

	<u>Jan. 1, 1995</u>	<u>Jan. 1, 1996</u>
<u>Labourer 1</u> General Labourer	17.19	17.45 ✓
<u>Labourer 2</u> Swamper Hand Tool Maintenance Swamper Sanitation Truck	17.39	17.65
<u>Labourer 3</u> Power Hand Tool Operator Concrete Maker Tile Layer Mower and Roller Operators (Small)	17.61	17.87
<u>Utilityman</u>	17.86	18.13
<u>Groundskeeper 1</u>	18.05	18.32
<u>Groundskeener 2</u>	18.89	19.17
<u>Chargehand</u>	19.94	20.24
<u>Equipment Operator 1</u> Farm or Industrial Type Tractors with attachments and gang mowers	18.05	18.32
<u>Truck Driver - Swamper</u> Sanitation Truck	18.46	18.74
<u>Equipment Operator 2</u> Tractor Backhoe (Cemetery)	18.59	18.87
<u>Tradesman (Semi-Qualified)</u>	20.19	20.49
<u>Tradesman 1</u> Gardener Plumber Carpenter	22.00	22.32

SCHEDULE C continued

	Jan. 1/1995	Jan. 1/1996
<u>Tradesman 2</u> (T.Q. or Interprovincial Ticket) Gardener Carpenter Plumber	22.42	22.76
<u>Foreman</u>	21.84	22.17
<u>Construction Foreman</u>	22.54	22.88

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)

THE CITY OF SURREY

SCHEDULE "D"

RECREATION DEPARTMENT

Staff Classifications and Hourly Pay Rates

EFFECTIVE JANUARY 1, 1995

	<u>Year</u>	<u>Year</u>	<u>Year</u>
A. REGULAR EMPLOYEES			
<u>CLASSIFICATION</u>			
Building Service Worker	\$17.04	\$17.22	\$17.64
Iceman/Maintenance	17.40	17.79	18.24
Engineer (Tradesman 3)	22.66	-	
Supervisor (Aquatics)	17.56	17.82	18.14
Head Lifeguard	17.22	17.53	17.79
Assistant Head Lifeguard	16.42	16.74	17.02
Lifeguard-Instructor	15.78	16.08	16.39
Technical Director	19.24	19.79	20.32
B. <u>TIME DURATION AND</u> <u>CASUAL EMPLOYEES</u> <u>PART-TIME AND</u> <u>CASUAL HELP</u>			
<u>CLASSIFICATION</u>			
<u>Recreation Assistant 1</u> Junior Leader	11.21	11.45	11.76
<u>Recreation Assistant 2</u> Senior Leader Facility Attendant Assistant House Manager	12.32	12.63	12.96

SCHEDULE D continued

	Year 1	Year 2	Year 3
<u>Recreation Assistant 3</u> Program Assistant Youth Leader Theatre Technical Assistant	13.59	13.95	14.30
<u>Recreation Assistant 4</u> Community Re-Integration Supv Assistant Technical Director	15.00	15.40	15.80
<u>Recreation Assistant 5</u> Assistant Technical Director House Manager Program Specialist Youth Coordinator	16.60	17.01	17.49
<u>Recreation Programmer</u> Community Integration Supv. Volunteer Supervisor Program Supervisor	18.81	19.30	19.84
Assistant Curator	18.23	18.73	19.21
Cashier	11.41	11.75	12.10
Head Concessioner	11.21	11.41	11.89
Concession	11.21	11.41	-
Doorman, Skate Shop, Ice Patrol, Ushers, Casual Help	11.21	-	-

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 XII, Section 2 of the Parks and Recreation Department shall receive shift differential for all scheduled hours worked on a shift other than the regular day shift.

THE CITY OF SURREY

SCHEDULE "D"

RECREATION DEPARTMENT

Staff Classifications and Hourly Pay Rates

EFFECTIVE JANUARY 1, 1996

	Year 1	Year 2	Year 3
A. REGULAR EMPLOYEES			
<u>CLASSIFICATION</u>			
Building Service Worker	17.30	17.48	17.91
Iceman/Maintenance	17.66	18.06	18.51
Engineer (Tradesman 3)	23.00		.
Supervisor (Aquatics)	17.82	18.09	18.41
Head Lifeguard	17.48	17.79	18.06
Assistant Head Lifeguard	16.67	16.99	17.28
Lifeguard-Instructor	16.02	16.32	16.64
Technical Director	19.53	20.09	20.63
B. <u>TIME DURATION AND</u> <u>CASUAL EMPLOYEES</u> <u>PART-TIME AND CASUAL</u> <u>HELP</u>			
<u>CLASSIFICATION</u>			
<u>Recreation Assistant 1</u> Junior Leader	11.37	11.62	11.94
<u>Recreation Assistant 2</u> Senior Leader Facility Attendant Assistant House Manager	12.51	12.82	13.16



SCHEDULE D continued

	Year 1	Year 2	Year 3
<u>Recreation Assistant 3</u> Program Assistant Youth Leader Theatre Technical Assistant	13.79	14.16	14.52
<u>Recreation Assistant 4</u> Community Re-Integration Supv Assistant Technical Director	15.23	15.63	16.04
<u>Recreation Assistant 5</u> Assistant Technical Director House Manager Program Specialist Youth Coordinator	16.84	17.27	17.75
<u>Recreation Programmer</u> Community Integration Supv. Volunteer Supervisor Program Supervisor	19.10	19.59	20.14
Cashier	11.58	11.93	12.28
Head Concessioner	11.37	11.58	12.06
Concession	11.37	11.58	
Doorman, Skate Shop, Ice Patrol, Ushers, Casual Help	11.37		

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 XII, Section 2 of the Parks and Recreation Department shall receive shift differential for all scheduled hours worked on a shift other than the regular day shift.

SCHEDULE "E"

THE CITY OF SURREY

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 his/her ability to perform the work satisfactorily:

ACCOUNTANT 1  
ACCOUNTANT 2  
ACCOUNTANT 3  
ADMINISTRATIVE ASSISTANT - CLERK'S DEPARTMENT  
APPRAISER SPECIALIST - PROPERTY  
ARENA SUPERVISOR  
ASSISTANT DEPUTY CLERK  
ASSISTANT CITY COLLECTOR  
BUILDING INSPECTOR 1  
BUILDING INSPECTOR 2  
BUYER 2  
BUYER 3  
BY-LAW ENFORCEMENT OFFICER:  
    - GENERAL DUTY  
    - PARKING ENFORCEMENT  
CHIEF CLERK - PERMITS & LICENSES  
CHIEF COLLECTION CLERK  
CHIEF DRAFTSMAN  
COMMUNITY DEVELOPMENT OFFICER  
COMPUTER ASSISTED DRAFTER 2  
COMPUTER ASSISTED DRAFTER 3  
COMPUTER OPERATIONS SUPERVISOR  
COMPUTER OPERATOR  
CONSTRUCTION INSPECTOR  
CONVEYANCING SECRETARY  
DATA PREPARATION SUPERVISOR  
ELECTRICAL INSPECTOR 1  
ELECTRICAL INSPECTOR 2  
ENGINEER - RECREATION DEPARTMENT  
ENGINEERING ASSISTANT 1  
ENGINEERING ASSISTANT 2  
ENGINEERING ASSISTANT 3  
ENGINEERING ASSISTANT 4  
ENGINEERING INSPECTOR  
ENGINEERING INSPECTOR 3

SCHEDULE E continued

FOREMAN POSITIONS  
INSTRUMENTMAN 3  
LICENSE INSPECTOR  
PARKS & RECREATION PLANNER  
PLAN CHECKER 1  
PLAN CHECKER 2  
PLAN CHECKER 3  
PLANNER 1  
PLANNER 2  
PLANNING ASSISTANT 1  
PLANNING ASSISTANT 2  
PLANNING ASSISTANT 3  
PLUMBING INSPECTOR 1  
PLUMBING INSPECTOR 2  
PROGRAMMER 1  
PROGRAMMER 2  
PROPERTY APPRAISER 1  
PROPERTY APPRAISER 2  
PROPERTY NEGOTIATOR 1  
PROPERTY NEGOTIATOR 2  
RECORDS SUPERVISOR - R.C.M.P.  
RECREATION SUPERVISOR 1  
RECREATION SUPERVISOR 2  
RECREATION SUPERVISOR 3  
SENIOR CONVEYANCER  
SENIOR PLANNER  
SYSTEMS ANALYST/PROGRAMMER  
TECHNICAL DIRECTOR  
TELECOMMUNICATIONS OPERATOR 2

SCHEDULE "F"

THE CITY OF SURREY

PROVISIONS REGARDING CITY EMPLOYEES'  
CAR AND MILEAGE ALLOWANCES

Car and mileage allowance shall be paid to City employees when using their vehicles on City business, as follows:

- (a) Those employees in Schedule "B" of this Agreement, who, as a condition of employment, are required to provide a vehicle for City business regularly every day, shall receive reimbursement for all miles travelled on City business, as follows:

.38 cents per kilometer.

- (b) Employees who qualify under sub-section (a) and who drive in excess of an average of 800 miles per month, may elect to have the City supply them with a City vehicle, subject to the following conditions:
- i) that an Agreement is entered with the City that the City vehicle is to be used only on City business for a minimum period of two years, subject however to the termination of the Agreement if the employee retires or transfers to another position within the City and the employee no longer requires the use of a vehicle on the same basis as when the Agreement was entered into;
  - ii) employees who wish to elect use of a City vehicle shall request such use prior to January 1<sup>st</sup> in any year;
  - iii) in computing the limitation of 800 miles per month, temporary or intermittent periods of driving less than 800 miles per month shall be ignored (e.g., vacations, sickness, temporary change of work routine);
  - iv) employees who elect for the use of a City vehicle and who subsequently, as a result of a change of work routine, drive less than the 800 miles per month limitation, shall be allowed to continue for a period of one year as long as such employees continue to **qualify** in a) above. However, it is agreed that any such employees who have use of a City vehicle as at April 1, 1973, shall be allowed to continue such use;
  - v) in the event of a difference as to the interpretation of this regulation, the City Manager shall make the decision relating thereto and shall take into account representations from the employee concerned and the Union representatives. The decision of the City Manager shall be subject to Article IV of this Agreement;
- (c) Employees who elect to operate their own vehicles under provision (a) above, and who require a two-way radio for the convenience of the City shall receive \$5.00 per month as

SCHEDULE F continued

compensation for such convenience. The City shall bear the cost of the radio installation, rental and making good any changes caused by the radio installation when it is removed.

Employees, to qualify for provisions (a), (b) or (c) above, must possess a current valid driver's license when driving a vehicle.

Employees to qualify for provision (a) or (b) shall:

- i) have seat belts installed in the front seat;
- ii) have proof that insurance for business purposes is in effect, showing the full minimum amount of Public Liability and Property Damage insurance carried. Such proof is to be submitted to the Human Resources Department annually.

SCHEDULE "G"

THE CITY OF SURREY

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.



CITY OF SURREY  
Manager's Department

14245 - 56th Avenue, Surrey  
British Columbia, Canada V3X 3A2

  
Telephone  
(604) 591-4122

From the Office of the City Manager

Fax  
(604) 591-4357

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 |  
City Manager

LETTER OF AGREEMENT

BETWEEN


THE CITY OF SURREY AND CUPE LOCAL 402

Return to Work Arrangements:


Immediately upon ratification of the recommendations of Mediator B. Foley it is agreed that:

- a) the strike shall end and picket lines shall be removed.
- b) subject to operational requirements, full-time employees will be returned to work as soon as possible in an orderly manner. Part-Time employees will return to work as required.
- c) time limits for grievances shall be waived for the duration of the strike.
- d) the following will be pro-rated or adjusted for the duration of the strike:
  - 1) wage progressions
  - 2) statutory holidays
  - 3) vacation leave
  - 4) sick leave
- e) there shall be no lay-offs or retaliation as a result of the strike.

FOR THE CITY

  
.....  
.....

FOR THE UNION

  
.....  
Arden Noel

DATE

  
.....



## LETTER OF UNDERSTANDING

### BETWEEN

### THE CITY OF SURREY AND CUPE LOCAL 402

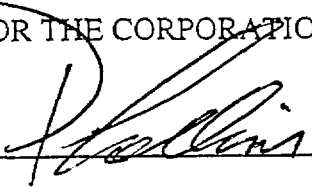
On a trial basis, for the term of the collective agreement the following will apply:

- a) The parties shall determine, by mutual agreement, those grievances suitable for expedited arbitration. Failing mutual agreement, the terms of the collective agreement will apply.
- b) Those grievances agreed to be suitable for expedited arbitration shall be scheduled within one month. Such time may be extended with the mutual agreement of the parties.
- c) The location of the hearings is to be agreed by the parties. If no agreement is reached, the arbitrator shall set the location.
- d) All presentations are to be short and concise and are to include a comprehensive opening and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations.
- e) Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution of the grievance. If this occurs, costs may be dealt with in accordance with Section 103 of the *Labour Relations Code*.
- f) Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.
- g) The decision of the arbitrator is to be completed and mailed to the parties within ten (10) working days of the hearing. The arbitrator may provide a verbal decision at the conclusion of the hearing with written reasons within ten (10) working days.
- h) The parties shall equally share the costs of the fees and expenses of the arbitrator.
- i) The expedited arbitrators, who shall act as sole arbitrators, shall be determined by mutual agreement of the parties. If agreement cannot be reached, Brian Foley will name the expedited arbitrators.
- j) The arbitrator shall have the power and authority to conclusively settle the dispute and his/her decision shall be binding on both parties. The arbitrator shall not have the power to change this agreement or to alter, modify or amend any of its provisions. However, the arbitrator shall have the power to dispose of a grievance in a manner which he/she deems just and equitable.


k) All decisions of the arbitrator are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceedings.

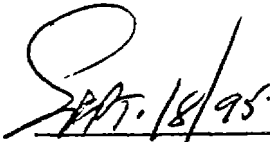
l) Both parties agree there shall be no external parties.

FOR THE CORPORATION

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE UNION

  
\_\_\_\_\_  
*Arden Noel*  
\_\_\_\_\_

  
\_\_\_\_\_  
Dad

The DISTRICT  
of SURREY

*DK*

MUNICIPAL HALL 14245 56th AVENUE, SURREY, B.C. V3W 1J2

TELEPHONE 271-4117



PERSONNEL DEPARTMENT



LETTER OF UNDERSTANDING

Re: Shift Differential - Recreation Department

It is understood and agreed that the classifications denoted by three asterisks: "Arena Supervisor, Recreation" Supervisor 1, Recreation Supervisor 2 and Recreation Supervisor 3, in Schedule B of the Collective Agreement, shall receive shift differential where the employee is required to work a regularly scheduled shift other than day shift. ...

Signed for Union:

*[Signature]*  
\_\_\_\_\_

Signed for Corporation:

*[Signature]*  
\_\_\_\_\_

Date:

July 18 / 79

✓

The DISTRICT  
of SURREY

Municipal Hall 14245 - 56th Avenue, Surrey, B.C.  
V3W 1J2

Telephone 591-41



PERSONNEL DEPARTMENT

LETTER OF UNDERSTANDING REGARDING  
1978. C.U.P.E. NEGOTIATIONS

1. Meals

The Corporation is prepared to supply a meal to an employee who has worked continuously two 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 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.

  
Union Representative

  
Municipal Manager

March 23/78  
Date

*De:*  
*[Signature]*



# The DISTRICT of SURREY

MUNICIPAL HALL, 14245-56th Avenue, SURREY, B.C. V3W 1J2

Telephone 591-4.

PERSONNEL SERVICES DEPARTMENT

W.D. ECCLESTON, Dim

## Letter of Understanding

Re: Classification Study - Survey Section

It is understood that, when a new Collective Agreement is signed, a committee consisting of three (3) Union and three (3) Management employees will be established to study the function, knowledge, abilities and skills, training and experience, and wage rates for Rodman, Survey Assistant and Survey Technicians I and II classifications. This committee will serve as a resource committee to the standing Union/Management Committee and will provide information and recommendations.-

FOR THE UNION:

FOR THE CORPORATION:

*[Signature]*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_  
John Reiner  
\_\_\_\_\_  
W.D. Kromer July 18/85  
\_\_\_\_\_  
DATE

*[Signature]*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_  
J.A. Eccleston  
\_\_\_\_\_

0645K

E. & O.E.



PERSONNEL DEPARTMENT

*[Handwritten initials]*



LETTER OF AGREEMENT

IT IS UNDERSTOOD THAT:

- I. Schedule "F" Provisions Regarding Municipal Employees' Car and Mileage Allowances will be reviewed January 1, 1980.
- II. Where the Municipality employs Summer and Incentive Program employees that:
  - A. The students will not displace regular union employees
  - B. The students will receive the union negotiated rates of pay unless otherwise agreed to by the parties.

FOR THE UNION

*[Handwritten signature]*

*[Handwritten signature]*

*[Handwritten signature]*

FOR THE CORPORATION

*[Handwritten signature]*

*[Handwritten signature]*

*[Handwritten signature]*

July 25/79  
DATE:

The DISTRICT  
of SURREY

Municipal Hall 14245 - 56th Avenue, Surrey, B.C. Telephone 591-

V3W 1J2

PERSONNEL DEPARTMENT



LETTER OF UNDERSTANDING REGARDING

PADMAN-OPERATOR TRAINEE

Both the Union and the Corporation wish to see a training program undertaken so that qualified operators are trained and available to operate Municipal heavy equipment.

It is agreed that a Padman-Operator Trainee program will be established as follows:

1. Padman Labourer II remains for those employees who will not be required to operate equipment.
2. A new position, Padman-Operator Trainee, will be established at Labourer III rate of pay.
3. Position of Padman-Operator Trainee will be posted.
4. Once successful candidates are determined, trainee would be required to pre-qualify.

Pre-qualification will mean training under a qualified operator. This training will take place as the Corporation is able to arrange, however, would likely be on the weekend at one of the Municipal pits on Municipal equipment. When training on the weekend, the operator will be paid premium rates and the trainee will pre-qualify on the trainee's own time, that is, the trainee would not be paid.

5. After pre-qualifying, the trainee will be assigned to an operator and a piece of equipment.
6. After working for an indeterminate length of time, the Trainee will be evaluated by Operations Engineer, Superintendent, Foreman, and the Operator, by both a written and practical test.



# The DISTRICT of SURREY

*DE*

MUNICIPAL HALL, 14245 - 56th Avenue, SURREY, B.C. V3W 1J2

Telephone 591-411

PERSONNEL SERVICES DEPARTMENT

W. D. ECCLESTON, Director

## Letter of Understanding

Re: VDT's (Video Display Terminals)

It is understood that when a *new* Collective Agreement is signed, a committee consisting of two (2) Union and two (2) Management employees will be established to study VDT's and areas relating to employees' health and safety. This committee will serve as a resource committee to the standing Union/Management Committee and will provide information and recommendations as required,

FOR THE UNION:

FOR THE CORPORATION:

*Donald*  
*John LeMaster*

*Donald LeMaster*  
*W. Eccleston*

*Dec 14/83*  
DATE

/M0314

E. & O.E.



The Corporation Of The District Of Surrey  
Inter-Office Memo

To 'All CUPE Employees,, Exempt Staff,  
Contract Staff  
From Our File  
Director of Personnel  
Date Your File  
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."

- (a) All employees beginning full time employment 1968 or prior, are entitled to one (1) week supplementary vacation.
- (b) Effective date for the one (1) week is January 1, 1978.  
e.g. - employees under (a) 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.
- (c) Employees will be entitled to the supplementary week of vacation at the beginning of the 5 year cycle. The entitlement is not conditional upon the completion of the full cycle.  
e.g. - an employee may retire before the completion of the 5 year cycle.
- (d) 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.

*De*

- 7. Trainee would not be paid for relief operating of equipment at Operator's rate until designated as qualified.
- 8. Once trainee is designated as qualified will relieve for short periods of time, the trainee skill at a satisfactory level; but will in order to keep higher rate until conditions of #9 are met.
- 9. When Trainee is qualified and fully responsible for equipment and Operator is absent for the day, the Padman-Operator Trainee shall be paid at the designated rate for that particular piece of equipment.

*E. J. Ford*  
 Union Representative

*Donald LaRue*  
 Municipal Manager

*May 9/78*  
 Date

May 18th, 1977

61


Mr. Reg Ford  
President  
C.U. P.E. Local 402  
Surrey, B.C.

Dear Sir:

Re: Police Guards and Matrons

This is to confirm that a police guard or matron who works on regular casual basis may elect to take his or her vacation and to be paid any entitlement then due at that time.

Yours truly,

  
D. J. Closkey  
Municipal Manager

DJC/lcf/8

cc: Director of Personnel

DC  
March 1, 1993

## LETTER OF UNDERSTANDING

### RE: BY-LAW ENFORCEMENT OFFICERS

#### Preamble

ALL CLAUSES IN THE COLLECTIVE AGREEMENT APPLY TO BY-LAW ENFORCEMENT OFFICERS, EXCEPT AS SPECIFICALLY VARIED BELOW:

• **Job Descriptions** - as attached.

• **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.

• **Signing Bonus** - on a one time basis, the Corporation agrees to a signing bonus of \$750 (after tax value to the By-law Enforcement Officers on an average basis)

• **◆◆X□□◆** - 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 Pairs 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

Y&B  
[Signature]



- **Uniform Cleaning Schedule**

  - Per Week

    - 5 Uniform Shirts
    - 2 Uniform Pants

  - Per Month

    - 1 Uniform Tie
    - 1 Uniform Jacket

- Sick Time - employee to carry over accumulation to date.
- Vacation - employee to fit into vacation schedule, given length of service,
- Seniority - employee to fit into seniority schedule, given length of service.
- Benefits - union benefits will become effective as of the nearest pay period to the signing of this agreement.
- Senior By-law Enforcement Officer - to be included in list of Exempt Staff, Article I, Section 1.
- Probation - By-law Enforcement Officers will be listed in Schedule "E" with a six-month probationary period.
- 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.



*De. J.*

• **Hours of Work** (1) Present By-law Enforcement Officers

( a ) General Duty

- Monday to Friday - 8:30 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.

(b) Parking

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

(2) 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.

UNION:

*[Signature]*  
 \_\_\_\_\_  
*[Signature]*  
 \_\_\_\_\_  
 Arden Noel

MUNICIPALITY:

*[Signature]*  
 \_\_\_\_\_  
*[Signature]*  
 \_\_\_\_\_  
 W. G. Gledhill

MARCH 3 1993  
 DATE: