

**CONFIDENTIAL**

November 10, 2023

ADDENDUM TO 2021 MEMORANDUM OF AGREEMENT

between the

CITY OF SURREY

(hereinafter called "the Employer")

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 402

(hereinafter called "the Union")

(the Employer and the Union collectively are hereinafter called "the Parties")

Whereas the Parties ratified a renewed Collective Agreement on December 6, 2021, for the term 2021-2024. Subsequent to ratification, unforeseen macro-economic factors and comparable regional settlements compelled the Parties to enter into mutual gains negotiations to address opportunities related to employee recruitment, retention, benefits sustainability, and operational efficiencies. The Parties have tentatively negotiated an Addendum to their 2021 Memorandum of Agreement ("AMOA") that now requires ratification from Union membership and City of Surrey Council.

The following AMOA is submitted by the Employer to the Union.

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

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

AND

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

THAT THEIR COLLECTIVE AGREEMENT COMMENCING 2021 JANUARY 01 AND EXPIRING 2024 DECEMBER 31, SHALL BE MODIFIED AS FOLLOWS:

1. Previous Conditions

All of the terms of the 2021-2024 Collective Agreement continue except as specifically varied below.

2. General Increase

- (a) Effective January 1, 2023 all rates of pay which were in effect on December 31, 2022 shall be increased by ~~two and one half percent (2.5%)~~ **four and one half percent (4.5%)**. The new rates shall be rounded to the nearest whole cent. In addition, employees will be eligible for an additional one half percent (0.5%) Success Sharing Payment for a potential total payment of ~~three percent (3.0%)~~ **five percent (5.0%)**.
- (b) Effective January 1, 2024 all rates of pay which were in effect on December 31, 2023 shall be increased by ~~two and three quarters percent (2.75%)~~ **four percent (4.0%)**. The new rates shall be rounded to the nearest whole cent. In addition, employees will be eligible for an additional one half percent (.5%) Success Sharing Payment for a potential total payment of ~~three and one quarter percent (3.25%)~~ **four and one half percent (4.5%)**.

3. Article 1.1

Add an additional ~~30~~ **60** Regular Exempt positions to be used at the employer's discretion. **There is no requirement for the City to utilize all 60 positions prior to expiration of the Collective Agreement. This agreement remains in effect until all 60 positions have been utilized.** These new roles will not result in the reduction of any bargaining unit positions. Newly created positions will be added to Article 1.1 in future collective agreements. New positions will be reviewed and approved through the Human Resources Department and the Union will be notified of any new additions. Human Resources will ensure that new exempt positions have management responsibilities and job characteristics that are in keeping with the current standard of management positions at the City.

This agreement in no way limits the City's right to add additional exempt staff that are "not employed within the meaning of the Labour Relations Code of B.C." as stated in Article 1.1.

4. Other

Effective immediately, the City shall have the right to exclude from the bargaining unit, a maximum of seven (7) positions, in accordance with the following criteria:

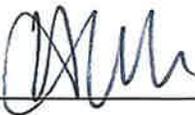
- (a) If the position is vacant, the City shall have the right to convert it to an exempt position with notice to the Union.
- (b) If the position has an incumbent, the decision to convert it to an exempt position shall be mutually agreed upon by the incumbent and the City. The Union will be notified of these discussions.
- (c) The Union position must include a supervisory component to be considered for exclusion.
- (d) The City shall provide an explanation to the Union regarding the re-distribution of any union work.
- (e) The City shall not exclude all seven (7) positions within one single section of the City.
- (f) There is no requirement for the City to exclude all seven (7) positions prior to the expiration of the Collective Agreement. This agreement remains in effect until all seven (7) positions have been excluded.
- (g) Excluded positions shall not be considered union vacancies and as such, will not be filled. Excluded positions will become Exempt positions and then added to Article 1.1.

5. Benefits

Effective January 1, 2024, the maximum reimbursement for licensed massage therapy shall be set at \$5000 per calendar year per employee.

Dated this 14<sup>th</sup> day of November 2023 at Surrey, BC.

For the City



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For the Union



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