

August 10, 2022

Surrey Police Board (“SPB”) and Surrey Police Union (“SPU”) Letters of Understanding

It is a practice in labour relations, that parties in a collective bargaining relationship may enter into letters of understanding (“LOUs”) to record the parties’ agreement on various issues. These LOUs may be agreed to during collective bargaining or during the term of a collective agreement. LOUs are legally binding on the parties.

The parties may record their agreement in LOUs rather than incorporate such agreement into the body of their Collective Agreement, for the following reasons:

- The agreement is expected to be binding or applicable for a limited period of time;
- The agreement is on a trial basis and can be ended on notice by either party;
- The parties have agreed to create one or more joint committees to inquire more deeply into issue(s) which arose during collective bargaining;
- The parties have agreed to specified exceptions to the language in the main body of their Collective Agreement; and/or
- The agreement addresses an item that arises during the life of the collective agreement.
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During 2022 collective bargaining, the SPB and SPU entered into four (4) LOUs, as follows:

1. **Letter of Understanding A – Promotion and Transfer** – is of limited duration and provides the parties guidance on how to fill job opportunities during the policing transition.
2. **Letter of Understanding B – Total and Permanent Disability** – provides the parties with time to research and discuss a disability benefit plan in preparation for collective bargaining in 2025.
3. **Letter of Understanding C – Policing Transition** – suspends certain elements of the Collective Agreement until SPS becomes police of jurisdiction.
4. **Letter of Understand D – Termination during the Policing Transition** - is of limited duration and provides the parties with guidance on the required working notice or salary continuance if a decision is made to cease or reverse the policing transition.

Statement from the Surrey Police Board on *LOU D – Termination during the Policing Transition*

Working notice/termination clauses are commonplace in collective agreements. Until Surrey Police Service (SPS) becomes the police of jurisdiction for Surrey, it was important for SPU members to be provided with reassurance during this unprecedented transition. The parties agreed to this LOU given the policing transition has been approved by the Province of BC and City of Surrey, and SPS has been established as a bona fide police agency in BC.

Letter of Understanding "A"

between

THE SURREY POLICE BOARD

and

THE SURREY POLICE UNION

Promotion and Lateral Transfer

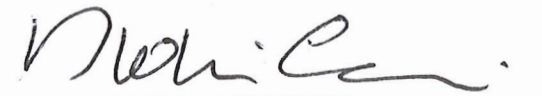
- 1.1 For the purpose of this Letter of Understanding, the definitions of the 2022-2024 Collective Agreement between the Surrey Police Board and the Surrey Police Union apply.
- 1.2 This Letter of Understanding (LOU) will remain in effect until December 30, 2023, at which point this LOU will expire and be deleted.
- 1.3 Either Party may terminate this LOU with thirty (30) days of written notice.
- 1.4 This LOU is not subject to the grievance process of this Agreement. Any dispute arising from this LOU is to be resolved by the Chief Constable.
- 1.5 The Employer has pending offers for Sergeants. For the balance of 2022, the Employer will make best efforts to fill the remaining Sergeants roles through internal processes.
- 1.6 The Union and the Employer agree that during the police transition it is important that Employees are provided the opportunity for promotion and lateral transfer in advance of external hiring, in balance with operationalizing the Service.
- 1.7 The Service has hired some Employees with a substantive position identified. These commitments will be honoured.
- 1.8 When a permanent, full-time opportunity above the rank of is Constable identified, the Employer will:
 - 1.8.1 Post for lateral opportunities internally.
 - 1.8.2 If there is not a qualified internal applicant or it is anticipated that there will not be a qualified internal lateral applicant, the Employer will post externally for confirmed Non-Commissioned Officer candidates for lateral entry and post internally for promotion.

Letter of Understanding "A" (Continued)

1.9 When permanent, full-time opportunities for Constables are identified in human resource planning, the Employer agrees to meet with the Union to discuss how positions outside Patrol will be filled.

DATED this 14 day of March, 2022 in the CITY OF SURREY.

SIGNED FOR THE SURREY POLICE BOARD:

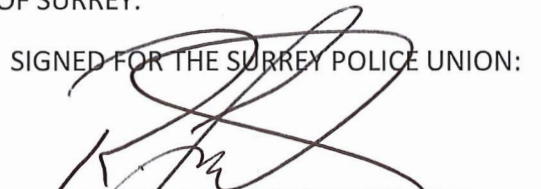


Chair



Vice Chair

SIGNED FOR THE SURREY POLICE UNION:



Rick Stewart, President



Clayton Ennis, Vice President



Rachel Oueis, Secretary



Ryan Buhrig, Treasurer



Darin Sheppard, Director



Jeff White, Director



Brendan Charna, Director

Letter of Understanding "B"

between

THE SURREY POLICE BOARD

and

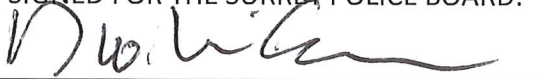
THE SURREY POLICE UNION

Total and Permanent Disability

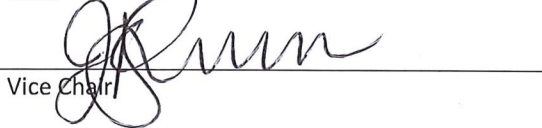
- 1.1 For the purpose of this Letter of Understanding (LOU), the definitions of the 2022-2024 Collective Agreement between the Surrey Police Board and the Surrey Police Union apply.
- 1.2 Across Canada, large police services have a benefit which supports an Employee who is totally and permanently disabled arising out of the normal course of their employment. The typical form of this benefit is a wage top-up of other financial payments (e.g. CPP, WCB, ICBC, etc.) paid to the totally and permanently disabled Employee's normal retirement date.
- 1.3 The Parties enter into this LOU to research and define this benefit.
- 1.4 The Employer acknowledges the draft language provided by the Union on February 8, 2022. It will be used as a starting point for this work.
- 1.5 If an Employee is totally and permanently disabled during this Collective Agreement, the Chief Constable will consider options available to financially support the Employee.

DATED this 14 day of March, 2022 in the CITY OF SURREY.

SIGNED FOR THE SURREY POLICE BOARD:

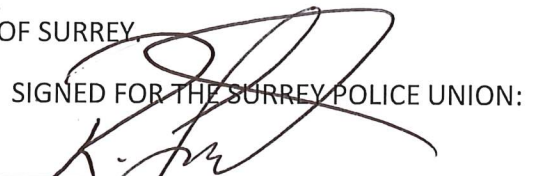


Chair



Vice Chair

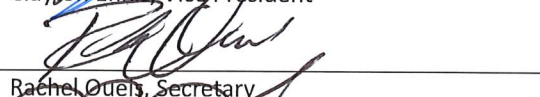
SIGNED FOR THE SURREY POLICE UNION:



Rick Stewart, President



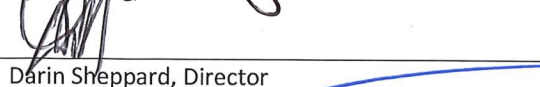
Clayton Ennis, Vice President



Rachel Ouel, Secretary



Ryan Buhrig, Treasurer



Darin Sheppard, Director



Jeff White, Director



Brendan Charna, Director

Letter of Understanding "C"

between

THE SURREY POLICE BOARD

and

THE SURREY POLICE UNION

Policing Transition

- 1.1 For the purpose of this Letter of Understanding (LOU), the definitions of the 2022-2024 Collective Agreement between the Surrey Police Board and the Surrey Police Union apply.
- 1.2 The Parties agree that during the policing transition, Employees may be required to follow a shifting model other than those established in the Collective Agreement. In this case, the Parties agree that Articles 8.01, 8.02(a), and 8.02(b) only will be replaced by the shift model required by the Royal Canadian Mounted Police.
- 1.3 The Parties recognize that the Employer may not be able to publish an electronic schedule thirty (30) days in advance due to delays in identifying vacancies at the Surrey Royal Canadian Mounted Police Detachment. In these cases, Article 8.03(a) will not apply and the Employer may change an Employee's regular shift until the date they are seconded to the Royal Canadian Mounted Police, at which time Article 8.03(b) will apply.
- 1.4 Once the Service becomes the Police of Jurisdiction, the Employer and Union agree to develop and implement an expedient transition from the Royal Canadian Mounted Police shifting model. Once a scheduling agreement is reached by the Parties, the Employer and the Union will enter into LOUs, if either Party determines it is necessary to do so.
- 1.5 The Parties also agree that the following Articles do not apply until the Service becomes the Police of Jurisdiction:
 - 1.5.1 Article 8.05 – Shift Accommodation;
 - 1.5.2 Article 8.07 – Wellness Rooms;
 - 1.5.3 Article 8.09 – Voluntary Shift Exchange;
 - 1.5.4 Article 8.10 – Officer Deployment;
 - 1.5.5 Article 15.11 – Self-Funded Leave;

Letter of Understanding "C" (Continued)

1.5.6 Schedule "D" – Alternate Work Schedules; and

1.5.7 Schedule "E" – Self-Funded Leave.

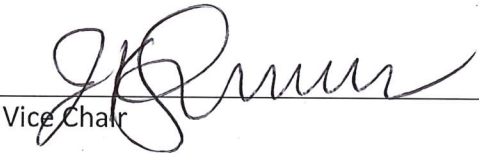
1.6 The Parties also agree that it may not be possible for the Employer to provide secure parking, however, parking is free for Employees.

DATED this 14 day of March, 2022 in the CITY OF SURREY.

SIGNED FOR THE SURREY POLICE BOARD:

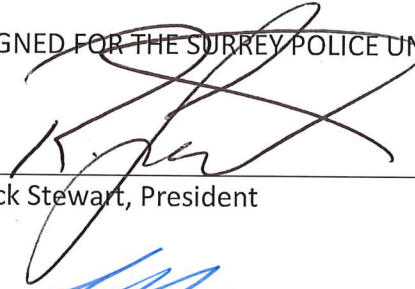


Chair



Vice Chair

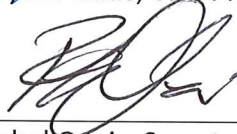
SIGNED FOR THE SURREY POLICE UNION:



Rick Stewart, President



Clayton Ennis, Vice President



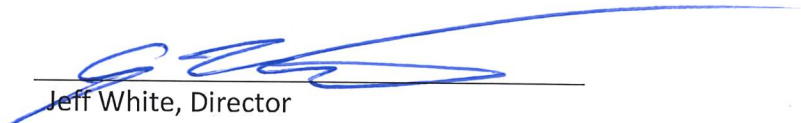
Rachel Oueis, Secretary



Ryan Buhrig, Treasurer



Darin Sheppard, Director



Jeff White, Director



Brendan Charna, Director

Letter of Understanding "D"

between

THE SURREY POLICE BOARD

and

THE SURREY POLICE UNION

Termination during the Policing Transition

1.1 For the purpose of this Letter of Understanding (LOU), the definitions of the 2022-2024 Collective Agreement between the Surrey Police Board and the Surrey Police Union apply.

1.2 For the purposes of this LOU only, the following definitions shall apply:

"Notice of Termination" means written notification by the Employer to the Union and to each individual Employee of the cessation of operation of Surrey Police Service.

"Notice Period" means the period of time from Notice of Termination to the Employee and the Employee's last day at work.

"Policing Transition" is the transition from the RCMP to Surrey Police Service in delivering policing responsibilities for the City of Surrey.

"Severance" means the severance payment made in lieu of the Notice Period or part of the Notice Period.

1.3 This LOU expires on December 30, 2024, given that the Parties agree to an article to be included in the renewal Collective Agreement on layoffs.

1.4 During the Policing Transition, in the event there is a decision to cease or reverse the transition to Surrey Police Service, the Employer agrees to provide at least eighteen (18) months' Notice of Termination to the Union and Employees, amounting to an eighteen (18) month Notice Period. During the Notice Period, the Employer, in its sole discretion, may:

1.4.1 require the Employee to continue with the Employee's duties, assignment, tasks, or projects;

1.4.2 assign the Employee to other duties, assignments, tasks, or projects, provided they are reasonably consistent with the Employee's ability and responsibility at the time of the Notice of Termination or upon a reasonable amount of training, and/or

Letter of Understanding "D" (Continued)

- 1.4.3 excuse the Employee from performing their duties and provide Severance as detailed below.
- 1.5 An Employee will not be entitled to a Notice Period or Severance in the case of:
 - 1.5.1 Employees who were hired without Recognized Policing Service. Such Employees will receive the notice and/or pay in lieu per the *Employment Standards Act*,
 - 1.5.2 termination for just cause, including not accepting other duties, assignments, tasks, or projects as detailed above in 1.4.2,
 - 1.5.3 non-completion of the probationary period for unsatisfactory performance, or
 - 1.5.4 voluntary resignation or voluntary retirement.
- 1.6 Employees who are not active in the workplace when their Notice of Termination is issued (e.g. on leave) will be deemed to have received the Notice of Termination and the Notice Period will be deemed to be effective.
- 1.7 If the Employer excuses the Employee from performing their duties during the Notice Period, the Employer shall provide them with Severance. Severance shall be the value of base, and straight time wages (not including overtime, premiums associated with being actively at work, and other premiums) that the Employee would otherwise be entitled to for the portion of the Notice Period from which the Employee has been excused. Municipal Pension Plan Contributions will continue. The Employee will be provided with fifteen percent (15%) premium on the Severance in lieu of benefits. Severance will be paid as salary continuance on regular pay periods.
- 1.8 An Employee who is in receipt of Severance and subsequently obtains work as a Police Officer, must immediately notify the Employer. Their remaining Severance payments will be reduced by fifty percent (50%).
- 1.9 Nothing in this LOU restricts the Employer's ability to extend the Notice Period once it is issued without having to restart the eighteen (18) months.
- 1.10 During the Notice Period the Employer may rescind the Notice of Termination by written notice to the Union. The Parties will resume as if the Notice of Termination was not provided.
- 1.11 This LOU will be replaced by an Article on Reduction of Workforce and Layoffs in the first renewal Collective Agreement as negotiated by the Parties.
- 1.12 Prior to delivering Notice of Termination, the Employer will provide 60 days' notice to the Union. This Article will not be interpreted as prohibiting the Employer from communicating its intentions to issue Notice of Termination to the Union or Employees.

Letter of Understanding "D" (Continued)

1.13 The Parties agree to negotiate such factors as compensation, payment upon termination, retraining, benefits continuation, and retirement bridging. Disagreements surrounding these negotiations are settled through interest arbitration pursuant to the *Fire and Police Service Collective Bargaining Act*, RSBC 1996, c 142. The Parties agree that employment service for these discussions shall be Recognized Policing Service, not service with the Employer.

1.14 This LOU forms part of and is incorporated into the Collective Agreement for the purposes of the grievance and arbitration provisions only.

DATED this 14 day of March, 2022 in the CITY OF SURREY,

SIGNED FOR THE SURREY POLICE BOARD:



Chair



Vice Chair

SIGNED FOR THE SURREY POLICE UNION:



Rick Stewart, President



Clayton Ennis, Vice President



Rachel Oueis, Secretary



Ryan Buhrig, Treasurer



Darin Sheppard, Director



Jeff White, Director



Brendan Charna, Director