

Letter of Understanding

BETWEEN:

THE CORPORATION OF THE CITY OF VERNON

(the "City")

AND

THE VERNON CIVIC EMPLOYEES' UNION, LOCAL 626

(the "Union")

RE: RECREATION PROGRAMS – EXCLUDED EMPLOYEES

Whereas the Regional District of North Okanagan ("RDNO") has contracted out the Recreation Facility Management and Operation and the Delivery of Recreation Services, including its Program Support Services to the City (the "Services");

AND Whereas the City and Union have reviewed the nature and extent of employment related to the provision of the Services;

AND Whereas the City and Union have agreed that the employees hired to perform the contracted Services ("Program Support Staff") do not fall within the scope of the Current Collective agreement between the parties;

NOW THEREFORE, the parties agree as follows:

1. In order for the City to provide the contracted Services, the City will need to hire Program Support Staff.
2. Program Support Staff consists of the following program driven positions:

Aqua Awareness Instructor
Synchronized Swim Coach
Master's Swim Coach
Fitness Instructor – Aqua Fit
Fitness Instructor – Land
Fitness Instructor – Weights
Fitness Instructor – Specialty
Fitness Instructor – Specialty Third Age
Gym Monitor / Sports Host
Ice Monitor
Dance Instructor 1
Dance Instructor 2
Program Leader
Program Assistant 1
Program Assistant 2


Program Leader Outdoor Adventure
Program Assistant Outdoor Adventure
Playschool Head
Playschool Lead
Playschool Assistant
Preschool Head
Preschool Lead
Preschool Assistant
Preschool Supported Child Care
Preschool Supported Child Care ECE
Volleyball Referee Uncertified
Volleyball Referee Novice Certified
Volleyball Referee Local Certified
Volleyball Referee Provincial Certified

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3. It is understood that Program Support Staff positions are hired on a term, session or seasonal basis for work in recreation and leisure programs, subject to sufficient participant registration in the program(s) offered.
4. The parties agree that the Positions stipulated in Paragraph #2 of this Letter of Understanding do not fall within Article 2.02 of the Collective Agreement. Accordingly, notwithstanding any prior understanding or reference to the contrary, the parties agree that the provisions of the current Collective Agreement between the parties do not apply to any Program Support Staff positions as set out in Paragraph #2.
5. The parties further agree that Program Support Staff positions are created based on demand and trends in recreation and acknowledge the need for the City to create new positions from time to time to satisfy public demand. Should the City wish to expand the Program Support Staff to include additional positions to those set out in Paragraph #2, it will make arrangements to discuss this with the Union.
6. The parties acknowledge that some Program Support Staff will be concurrently employed in positions covered by the Collective Agreement ("Bargaining Unit Positions"). The Union acknowledges and agrees that Article 14 (Overtime and In Lieu Time) only applies to time accumulated in the Bargaining Unit Positions and shall not include any hours worked in the Program Support Staff positions.
7. The Union agrees to promptly advise the City, in writing, of any concerns that arise in relation to the application or administration of this Letter of Understanding.

Dated this 29th day of September, 2009.


On behalf of the City of Vernon


CUPE, local 626
Vernon Civic Employee's Union