

# Letter of Understanding

BETWEEN:

THE CORPORATION OF THE CITY OF VERNON

(the "City")

AND

THE VERNON CIVIC EMPLOYEES' UNION, LOCAL 626

(the "Union")

## RE: ARENA OPERATIONS – EXCLUDED EMPLOYEES

Whereas the Regional District of North Okanagan ("RDNO") has contracted out the operation of the Arenas (Wesbild Centre, Civic Arena, Priest Valley Arena, Centennial Outdoor Rink), including its Event 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 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 contracted Services at the Arenas, the City will need to hire Event Support Staff for the above noted facilities.
2. Event Support Staff currently include the following event driven positions:

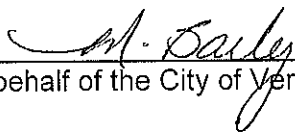
Building Service Worker (BSW)  
Conversion Worker  
Concession Worker – Beer & Wine  
Concession Worker – Food & Beverage

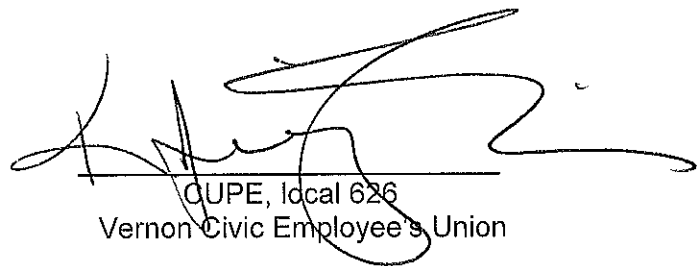
It is noted that the positions of Building Service Worker and Conversion Worker are hired on an as needed basis for short periods of time to assist Arena Attendants. It is understood and agreed that these two positions are to be used to supplement and not to reduce the scheduled hours of work of Arena Attendants. Further, employees in these positions can only work if and when a CUPE L.626 Arena Attendant with a Refrigeration Ticket is on duty.

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3. 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 Event Support Staff positions as set out in Paragraph #2.
4. Should the City wish to expand the Event Support Staff to include additional positions to those set out in Paragraph #2, it will make arrangements to discuss this with the Union.
5. 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 7<sup>th</sup> day of JULY, 2009.

  
On behalf of the City of Vernon

  
CUPE, local 626  
Vernon Civic Employees Union