## LETTER OF UNDERSTANDING

#### BETWEEN

### THE CORPORATION OF THE CITY OF VERNON

#### AND

# THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 626 VERNON CIVIC EMPLOYEES' UNION

#### RE: JOB TRAINING PROGRAM

In order to ensure sufficient back-up to existing operators of the major pieces of equipment, pipefitters and other positions to be named later at Labour/Management, the Corporation wishes to enter into a training program. Therefore, the parties hereto agree to the following:

(a)

- (i) The positions to be trained shall be posted as per the posting procedure.
- (ii) An employee may post for any or all positions but the employee with the most seniority shall be given the first opportunity for training. Should an employee not apply for or decline the opportunity for training, the employee shall not be eligible for the back-up position.
- (iii) However, should the back-up position again be posted, the employee shall have the right to apply as per above.
- (b) Training will normally occur after hours, with the trainer being paid overtime, and the trainee shall not be paid, however where the training occurs during both employees' regular working hours on Corporation work projects, both the trainer and the trainee shall be paid at their regular rate of pay.
- (c) A certified back-up will be called upon to operate a particular piece of equipment if the primary operator is absent, and paid as per Article 19.03 (a). Where there is more than one (1) employee certified to operate a particular piece of equipment, those certified operators will form a pool of operators who may be called on to operate that particular piece of equipment

- (d) Where the temporary absence is known to exceed one (1) month, the filling of the position will be brought to the Labour/Management Committee for resolution as to whether temporary posting is required. The designated back-up shall fill the position until such time as posting procedures are implemented.
- (e) For all permanent and temporary postings, the Article 9.03 method of making appointments shall prevail.
- (f) An evaluation team consisting of the area supervisor, the senior mechanic and the trainer shall be established to evaluate the trainee as to the successful completion of the training program. Upon successful completion of the training program, the employee shall be certified as a back-up to the position.
- (g) The training program is to commence no later than August 31<sup>st</sup>, 1989, unless mutually agreed otherwise by both parties.
- (h) A mutually agreed procedure for implementing the program shall be adopted by the Labour/Management Committee.
- (i) The trainer will be present with the trainee on the job site at all times until the trainee is certified.
- (j) Either party may terminate this Letter of Understanding by giving sixty (60) days written notice of termination to the other party.

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this <u>as as</u> day of <u>MAPCH</u>, 2009.

SIGNED ON BEHALF OF THE

N. Sailey

CORPORATION

RESIDENT

UNION

SIGNED ON BEHALF OF THE

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