LETTER OF UNDERSTANDING

BETWEEN:

THE CORPORATION OF THE CITY OF VERNON

AND:

CUPE LOCAL 626, VERNON CIVIC EMPLOYEES

RE: "WATER TREATMENT" ON CALL OPERATORS

In order to provide for consistent and qualified coverage of the water treatment facilities for periods outside the normal work day and normal work week, the parties agree as follows:

Pursuant to the job descriptions for Water Treatment Operator IV, Water Treatment Operator III and Water Treatment II, incumbents in these positions will be referred to as "Water Treatment Operators" (WTO) and required to be On-Call in accordance with the following terms:

The WTO will be scheduled for one (1) week at a time (the "Shift"): the "shift will commence at the end of the normal workday on the Friday and will terminate at the start of normal workday on the following Friday.

The designated WTO personnel may trade off full days within the Shift in the event that personal commitments, including vacation conflict with the scheduled Shift or portions thereof. It will be this WTO responsibility to ensure that the Shift is covered with qualified personnel and that management is advised of any changes made to Shift coverage.

The Corporation will provide adequate instruction/training in procedures and protocols for emergency response. The WTO will be supplied with a cell phone, facilities' keys and any other equipment deemed necessary during the Shift.

The WTO may be able to address most situations that arise while on-call; however, should there be any question or concern regarding the particular circumstances at issue, the WTO should contact the appropriate personnel, supervisor, managers designate or manager for further direction.

The WTO is expected to deal with incidents by undertaking a site visit unless the circumstances clearly indicate that this is not required. At the site, the WTO should take all reasonable steps to determine the exact nature of the incident and the required remedy. If additional assistance is necessary, the WTO will call out other personnel as required. This will be classified as a regular call out and paid at the employee's regular rate of pay.

The WTO receiving a phone call between 12 o'clock midnight and 5:00 am shall be paid for a minimum two hours @ double (2X) at the employee's regular rate of pay.

The two (2) hour minimum pay as it applies to that employee shall include all additional phone calls received within the two (2) hour period commencing from the time of the first call.

The Corporation will pay a weekly standby fee for the Shift which will be calculated as follows:

July 1/09		Jan 1/10		July 1/10		Jan 1/11	
\$	457.23	\$	464.55	\$	471.98	\$	487.09

Either party may terminate this Letter of Understanding by giving Sixty (60) days written notice of termination to the other party.

IN WITNESS THEREOF th					have affixed
their signatures hereto on th	is <u>15</u>	day of _	October	2010	

For the Corporation:

Leon Gous, CAO, City of Vernon

For the Union:

Ken Juniper, President, CUPF, 626