

LETTER OF UNDERSTANDING

BETWEEN

THE CITY OF REGINA

AND

CITY OUTSIDE WORKERS' UNION, CUPE LOCAL 21

RE: HOURS OF WORK – TEN HOUR SHIFT – Water Attendants – Utility Billing

The City of Regina and CUPE Local #21 agree that the following terms and conditions shall be applicable to those employees working 10 hour shifts in the Water Turn On/Turn Off Area in the Utility Billing Section of the Finance Department.

Nothing in this Letter of Understanding shall be construed as altering the existing rights and/or obligations of either party under the provisions of the collective bargaining agreement except as specified.

1. HOURS OF WORK

Notwithstanding Article 16(A) of the collective agreement, the daily hours of work shall be between the hours of:

7:00 a.m. and 5:00 p.m. Monday through Thursday (Crew #1)

7:00 a.m. and 5:00 p.m. Tuesday through Friday (Crew #2)

Note: The hours of work may be subject to change and notice will be provided.

The 5/5/4-work week shall not be applicable to these employees.

2. OVERTIME

Any hours worked beyond a ten (10) hour shift, or forty (40) hour week, will be paid at overtime rates in accordance with the appropriate provisions of the collective bargaining agreement; ie. Double (2X) the regular hourly wage if a permanent employee and one and one half times (1 1/2X) the regular hourly wage if a casual employee.

3. STATUTORY HOLIDAYS

a) Working on a Statutory Holiday

When an employee is required to work on a holiday, the employee will be paid, in addition to their regular wage or salary for that day, in accordance with the appropriate provisions of the collective bargaining agreement, two times (2X) the regular rate of pay for each hour or part of an hour required to work if a permanent employee, or one and one half (1 1/2X) times regular rate of pay for each hour or part of an hour required to work if a casual employee.

b) Statutory Holiday Falls on a Scheduled Work Day

If the employee is not required to work on a Statutory Holiday and a Statutory Holiday falls on a regular workday, he/she will be paid for ten (10) hours for that statutory holiday. The workweek will be reduced by ten (10) hours. Overtime will be paid if the employee works in excess of thirty (30) hours in that week.

If two (2) statutory holidays fall within the same work week and both fall on regular workdays, he/she will be paid ten (10) hours for each day for a total of twenty (20) with the work week being reduced to twenty (20) hours. Overtime will be paid if the employee works in excess of twenty (20) hours in that week.

c) Statutory Holiday Falls on a Non-Scheduled Day

i) When a statutory holiday falls on a day, which an employee is not scheduled to work, the employee will be paid eight (8) hours at straight time. That workweek is reduced to thirty-two (32) hours. Overtime will be paid if the employee works in excess of thirty-two (32) hours in that week.

If two (2) statutory holidays fall on two (2) non-scheduled work days in the same work week, the employee will receive eight (8) hours for each day, for a total of sixteen (16) hours at straight time. That workweek will be reduced to twenty-four (24) hours. Overtime will be paid if the employee works in excess of twenty-four (24) hours in that week.

ii) At the discretion of the Director of the Department, or his/her designate, an employee may be given a day off in lieu of the statutory holiday. The employee will be paid for ten (10) hours on the day off in lieu. The workweek is reduced accordingly. Notice will be provided in accordance with The Labour Standards Act.

d) Statutory Holiday Falls on a Scheduled Work Day with another Statutory Holiday Falling on a Non-Scheduled Day in the Same Workweek

If the employee is not required to work on the Statutory Holiday he/she will be paid ten (10) hours for the Statutory Holiday that falls on a scheduled work day and will be paid eight (8) hours for the Statutory Holiday that falls on the non-scheduled day. The workweek will be reduced to twenty-two (22) hours. Overtime will be paid if the employee works in excess of twenty-two (22) hours in that week.

4. SICK LEAVE

Notwithstanding Article 10, Schedule B, Clause 14, of the Collective Agreement, the following shall be applicable regarding sick leave accumulation and usage:

One (1) day sick leave usage – 10 hours
Casual – First Day usage (without pay) - 10 hours lost time

5. VACATION LEAVE

Notwithstanding Article 15, the following shall be applicable regarding Vacation Leave accumulation and usage.

One (1) day annual vacation usage – 10 hours


6. TERM OF AGREEMENT

This Letter of Understanding becomes effective January 2, 2007, and will remain in force and effect until either party serves the other with thirty (30) calendar days written notice to renegotiate or terminate the provisions.

Signed this 29th day of December 2006.



City of Regina



Civic Employees Union Local 21