

**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE CITY OF REGINA**

**AND**

**CIVIC EMPLOYEES UNION CUPE LOCAL 21**

**Re: Hours of Work (9-Hour Shift)  
Corporate Services Division, Facilities Management Services Department, Facilities  
Operations Branch**

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The City of Regina and CUPE Local #21 agree that the following Terms and Conditions shall be applicable to individuals in the following positions:

Foreman, Facilities Operations  
Leadman, Facilities Operations  
City Hall Foreman, Facilities Operations

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. a) Hours of Work

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

- i) Represented by 9-hour shifts, hours shall be 7:00 a.m. to 4:30 p.m. with a one-half hour unpaid lunch break, Monday, Tuesday, Thursday and Friday. Wednesdays, employees will work 7:00 a.m. to 4:30 p.m. with a one hour unpaid lunch break. A 5/4 work week shall be applicable to these employees. Employees will alternate Fridays off.
- ii) Hours above are not applicable to the Leadman, Facilities Operations between June 1 and August 31, when the employees are operating under the 10 hour shift LOU.

b) Overtime

All regular 9 hour work days, will be paid at straight time as well as the regular 8.5 hour work day. Any hours worked beyond a regular 9 hour day or beyond a regular 8.5 hour day, or beyond forty-four and one half (44.5) hours in a 5 day work week, or beyond thirty-five and one half (35.5) hours in a 4 day work week, will be paid at overtime rates in accordance with the appropriate provisions of the collective bargaining agreement; i.e. double (2X) the regular hourly wage if a permanent

employee and one and one-half times (1½X) the regular hourly wage if a casual employee.

c) Statutory Holidays

When an employee in this division is required to work on a holiday, he/she will be paid, in addition to his/her regular wage or salary for that day, in accordance with the appropriate provisions of the collective bargaining agreement, which is two (2) times regular rate of pay for each hour or part of an hour required to work if a permanent employee, or one and one-half (1½) times regular rate of pay for each hour or part of an hour required to work if a casual employee.

d) Where Holiday Falls on a Regular Work Day

If the employee is not required to work on a holiday, and the holiday falls on a regular 9 hour work day Monday to Friday, he/she will be paid for 9 hours and the work week will be reduced to 35 and one half hours on the five day week, and 26 and one half hours on the four day week. If the holiday falls on the regular Wednesday 8 and one half hour work day, he/she will be paid 8 and one half hours and the work week will be reduced to 36 hours on the five day week, and 27 hours on the four day week. Overtime shall be paid if the employee works in excess of the described work week hours.

e) Where Holiday Falls on Days Off

When a holiday is observed on Friday, Saturday, or Sunday, the following Monday, and if required, the adjacent Tuesday, shall be deemed to be a holiday in lieu thereof, and shall receive full pay for the day taken in lieu.

f) Sick Leave

Notwithstanding Article 5(10), of the collective agreement, the following shall be applicable regarding sick leave, accumulation and usage.

- One (1) day sick leave usage - 9.0 hours Monday Tuesday, Thursday and Friday as per 1 (a) above
- 8.5 hours Wednesday as per 1 (a) above

g) Vacation Leave

Notwithstanding Article 6(12), of the collective agreement, the following shall be applicable regarding vacation leave accumulation and usage.

- One (1) day annual vacation usage -9.0 hours Monday Tuesday, Thursday and Friday as per 1 (a) above
- 8.5 hours Wednesday as per 1 (a) above

2. Terms of Agreement

This Letter of Understanding becomes effective upon the date of signing by the parties and will remain in force and effect until either party serves the other with thirty (30) calendar days written notice to terminate the provisions as contained herein.

Signed this 19 day of Oct., 2011.

  
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On behalf of the City of Regina

  
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On behalf of the Civic Employees Union  
Local 21