

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, Fleet Services Department

The City of Regina and CUPE Local #21 agree that the following Terms and Conditions shall be applicable to employees of the Fleet Services Department in the Corporate Services Division.

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 between the hours of 7:00 a.m. and 4:30 p.m. represented by 9-hour shifts as follows:

7:00 a.m. to 4:30 p.m. with a one-half hour unpaid lunch break, Monday through Thursday. Fridays, the hours of work shall be between 7:00 a.m. and 4:00 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.

b) Shifts will be assigned in seniority order. Wherever possible, shifts will be assigned as requested by employees.

In addition, the parties agree that the shift arrangement is designed to meet the needs of customers while maintaining organizational effectiveness within the Fleet Services Department. The parties agree that a review of the shifts can be initiated at any time with the understanding that any permanent changes in the shifts in the future will be discussed between the parties.

c) Overtime

All regular 9 hour work days, will be paid at straight time as well as the

regular 8 hour work day. Any hours worked beyond a regular 9 hour day or beyond a regular 8 hour day, or beyond forty-four (44) hours in a 5 day work week, or beyond thirty six (36) 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 (1 1/2X) the regular hourly wage if a casual employee.

d) 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 (2X) 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 times (1 1/2X) regular rate of pay for each hour or part of an hour required to work if a casual employee.

e) 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 hours on the five day week, and 27 hours on the four day week. If the holiday falls on the regular Friday or Monday 8 hour work day, he/she will be paid 8 hours and the work week will be reduced to 36 hours. Overtime shall be paid if the employee works in excess of the described work week hours.

f) 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.

g) Sick Leave

Notwithstanding Article 5, of the Collective Agreement, sick leave accumulation and usage shall be based on the number of regular hours that the employee would have worked on a given day as specified in Section 1 – Hours of Work.

h) Vacation Leave

Notwithstanding Article 6, of the Collective Agreement, vacation accumulation and usage shall be based on the number of regular hours that the employee would have worked on a given day as specified in Section 1 – Hours of Work.

2. Terms of Agreement

This Letter of Understanding become effective July 20, 2011 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 7th day of July, 2011.



On behalf of the City of Regina



On behalf of the Civic Employees Union
Local 21