

LETTER OF UNDERSTANDING

BETWEEN

THE CITY OF REGINA

AND

REGINA OUTSIDE CITY WORKERS', LOCAL 21

JUN 04 2013

**Re: Collections Scheduling for Statutory Holidays
City Operations Division, Environmental Services Department, Solid Waste Collection
Branch**

The City of Regina and CUPE Local #21 agree that the following Terms and Conditions shall be applicable to the Solid Waste Truck Operators of the Solid Waste Collection branch in the City Operations 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. General Provisions

- Operators may voluntarily sign up to work on Statutory Holidays.
- One week prior to the statutory holiday, the Supervisor or Manager will select and inform the operators who will be required to work.
- The Supervisor or Manager has sole discretion to select operators to work overtime.
- If there are not enough operators who have voluntarily signed up to fully staff operational requirements, the Supervisor or Manager will select operators from the eligible employees.
- Assignment of work on Statutory Holidays will be equitably distributed, as reasonably as possible, throughout the calendar year.

2. Banked Time

- Employees will be allowed to bank 102 hours (12 straight time shifts of 8.5 hours) per year.
- Employees will be allowed to carry over a maximum of 42.5 banked hours past December 31st of every year upon approval of the branch Manager.
- Bank time can not be utilized to extend an employee's actual layoff date.

3. Payout

- Employees can ask for a payout of bank time once per calendar year of all or any portion of bank time. Notice for payout must be made in writing to the Supervisor using the Carry Over/Payout Request form. Payout requests must be submitted at least one week prior to the cut off date for the next payroll.

- If an employee has reached the annual maximum allowed within a calendar year (102 hours at regular pay), he/she will be paid any subsequent over time as per the language in the appropriate provisions of the CBA.
- All hours in an employee's bank will be paid out at the end of every calendar year unless a request for carry over as per article two has been approved.
- Should an employee be laid off, all bank time will be paid out with the regular pay following the layoff.

4. **Working a Statutory Holiday**

When an employee is required to work on a statutory holiday, the employee will be paid their regular wage for the day and be allowed to bank the overtime equivalency set forth in the CBA for each hour or portion thereof worked, not exceeding the maximum allowable banked time.

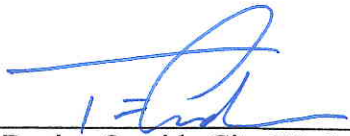
5. **Term of Agreement**

This Letter of Understanding becomes effective upon the date of signing, 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 or otherwise by mutual agreement.

Signed this 30 day of May 2013.



City of Regina



Regina Outside City Workers' Union -
Local 21 CUPE