

LETTER OF UNDERSTANDING

BETWEEN

THE CITY OF REGINA

AND

CUPE LOCAL 21

Re: Peak Season - Casual Employees
Roadways and Transportation Department, Citizen Services Division
Seasonal Roadways Operations Branch, Roadways Maintenance Operations Branch, and
Roadways Capital Operations Branch

The City of Regina and the Civic Employees Union Local #21 agree that the following clauses shall be specific to only Casual employees in the branches outlined above.

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. Notwithstanding the "peak season" as defined in sub-section 2 hereof:
 - (a) Casual employees will be recalled in accordance with Schedule B, B5.1.
 - (b) Casual employees will be assigned to available classifications of work pursuant to sub-sections 5 and 6 below.
2. During the upcoming summer operations season, "peak season" shall be from Monday, April 27, 2020 to Thursday, October 16, 2020, or as mutually agreed otherwise. In subsequent years, "peak season" dates will approximate the dates used in 2020.
3. Division (referred to as work units within this document) as defined in Scheduled B during the "peak season" shall be:
 - Asphalt Maintenance (*Pothole Repair, Utility Cut Reinstatement, Asphalt Distress Repair*)
 - Concrete Maintenance (*Utility Cut Reinstatement, Trip Hazard Mitigation, Spot Concrete Repair*)
 - Asphalt Construction (*Cold Planing, Paving*)
 - Concrete Construction (*Slip Form Pouring, Full Block Concrete Repair*)
 - Alley Reconstruction (*Paved Alley Reconstruction, Gravel Alley Refresh*)
 - Seasonal Roadway Operations (*High-Grade Road Grading, Gravel Alley Maintenance, Summer Street Sweeping, Bridge Washing*)
 - Landscape Trades (*Utility Cut Reinstatement, Capital Landscape Repairs, Hard Scape Installs*)
 - Asphalt Production and Materials Engineering (*Asphalt Plant Operations, Granular Materials Yard Operations, Materials Testing Lab Activities,, Materials Yard Scale Activities*)

Letter of Understanding

Re: Peak Season - Casual Employees

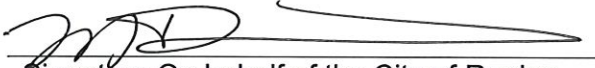
Roadways and Transportation Department, Citizen Services Division

4. Before an employee can be assigned to act in a higher paid classification during the "peak season" it must be established that he/she is the senior qualified bargaining unit employee within the work unit (as listed in sub-section 3 hereof).
5. In determining the most senior qualified employee within the work unit in sub-section 3 hereof, the following conditions shall be observed:
 - (a) Ability to do the work
 - (b) Seniority
6. Seniority shall be considered in the following order:
 - (a) Casual employee in the division as per Schedule B, B4.3
7. Subject to sub-section 8 below, any work assignment or vacancy within an assigned classification during the "peak season" shall be made on the basis of sub-sections 3 through 6 above.
8.
 - (a) On occasions, where work assignments become temporarily unavailable due to circumstances such as inclement weather, equipment breakdown, etc. those employees who were assigned such work will not be entitled to bump more junior employees performing work in a higher classification for up to one (1) full shift. The affected employee(s) will be assigned available work and will be paid for work performed.
 - (b) In the event where the circumstances as described in sub-section 8(a) above persist for more than one (1) full shift, the employees for which work has become unavailable shall be assigned work pursuant to sub-sections 3 and 6 hereof.
 - (c) During the period of Monday, April 27, 2020 to Thursday, October 15, 2020, in the event of inclement weather, the top twenty (20) most senior employees who are active within the Divisions as outlined in #3 above, effective April 25, 2020, based on the December 31, 2019 seniority list, will be offered work and shall be paid for work performed. As deemed necessary by the Employer, these twenty (20) most senior employees may be given preference for the purposes of re-deployment across the division(s) as described in sub-section 3 above.
9. The intent of this Letter of Understanding is for work assignment and is not intended to extend to training opportunities. Training opportunities will be provided on the basis of expression of interest and seniority in the home branch. These opportunities will be offered at the discretion of the branch and based on operational need. Work equipment training and supervisory training is considered to be special training as outlined in Article 20 of the Collective Bargaining Agreement.

10. 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 contained herein

Signed this 10 day of FEBRUARY, 2020.



Signature On behalf of the City of Regina



Signature On behalf of the Regina Outside
City Workers CUPE Local 21

MARCO DELANA
Printed Name

GIRD WILLIAMSON
Printed Name

