

LETTER OF UNDERSTANDING
BETWEEN

THE CITY OF REGINA
AND
C.U.P.E. LOCAL #21

RE: Scheduling of Hours of Work for Lifeguard/Instructors - Community Services, Parks & Recreation

The City of Regina and CUPE Local #21 agree that, to facilitate the scheduling of hours of work for Lifeguard/Instructors in the Major Facilities Section, the following procedure will be employed.

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.

The procedures, which follow, are meant to provide a fair and equitable allocation of casual staff hours for Lifeguard/Instructors positions.

1.0 PROGRAM SESSIONS

1.1 There will be 4 to 6 program sessions per annum (dependent on facility). Hours available during a program session will vary and will be dependent on facility/program needs.

2.0 SCHEDULING/POSTING PROCESS

2.1 MANAGEMENT RESPONSIBILITIES

2.11 Supervisory personnel will set shifts/positions available on a facility basis prior to each program session. For each program session these shifts/positions will be attached to the Scheduling Information Forms (SIF) and will be posted and available at all aquatic facilities at least 5 weeks prior to session start date. An employee who does not submit a SIF for a program session will receive a termination/lay-off notice.

2.12 All staff who are subject to recall will be notified once per year (April) of available shifts/positions for the upcoming summer session. This will be the only recall and it is the employee's responsibility to notify supervisory personnel of their intention to return to duty by completing a SIF.

2.13 Using the submitted Scheduling Information Form, supervisory personnel will schedule staff according to seniority, qualifications, program needs and facility/section requirements.

2.14 When necessary, supervisory personnel will meet prior to the schedule being posted, to finalize staff schedules on a section basis and ensure proper staff utilization and program requirements are met.

2.15 The work schedule will be posted a minimum of 14 days prior to the commencement of a program session.

STAFF RESPONSIBILITIES

- 2.21 Staff are responsible to obtain the Scheduling Information Form and ensure it is accurately completed and submitted within the required time lines. (as stated on form)
- 2.22 In accordance with the Aquatic Certification Expiry Guidelines and Procedures, employees are responsible to ensure qualifications are current and confirmation of this must be submitted to supervisory personal by the required date indicated on the Scheduling Information Form. If evidence of award status is not submitted by this time the employee will be considered unqualified and will not be scheduled for hours in the session.
- 2.23 The schedule will be posted a minimum of 14 days prior to the commencement of a program session. Schedule errors are to be brought to the supervisors attention a minimum of 7 days prior to the session start date.
- 2.3 To maximize cost effectiveness, maintain a high level of quality service, and to provide staff with work role consistency, Lifeguard/Instructor hours will be scheduled on a facility basis for each program session. Employees may work at another facility providing there will be no conflict of scheduled hours.
- 2.4 Due to program needs and facility/section requirements, schedules, shifts and positions may be subject to change after the posting of the schedule. The employee will be advised of such changes and discussions regarding the changes will take place upon the request of either the Union or management.
- 2.5 Once the schedule has been posted (14 days prior to the session), employees may not forfeit/adjust their hours or any portion of their hours. If any employee requests to forfeit their shift after the posting of the schedule they must resign from the City of Regina (seniority will be lost and they will not be subject to recall). Allowable forfeiture is subject to management/union discretion.
- If additional hours become available due to forfeiture or other circumstances, staff trained and currently working at the facility will have the first opportunity to accept the whole shift or portion of the shift as facility needs allow. If the shift cannot be filled by staff within the facility, lifeguards at other Major Facilities, according to seniority will be offered the whole shift or portion of the shift if facility needs allow.
- However, if hours become available due to an allowable forfeiture or other circumstance for longer than three weeks the hours will be filled according to seniority, in conjunction with management and union discussion.
- 2.6 Periods of time falling outside a program session or where the hours available differ (Easter and Christmas holidays) will be referred to as an intersession. For these intersessions there will be a posted notice of hours available during this time. Scheduling for this intersession will be according to: active employees, seniority, qualifications, program needs and facility/section requirements.

3.0 HOLIDAYS AND ILLNESS

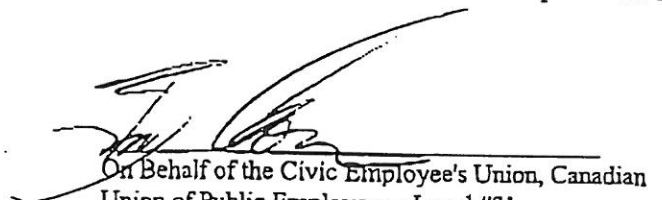
- 3.1 In the event of illness, in accordance with the Absenteeism Guidelines and Procedures, it is the employee's responsibility to contact supervisory personnel. As much advance notice as possible is appreciated to allow supervisor personnel sufficient time to find a replacement.
- 3.2 In accordance with the Absenteeism Guidelines and Procedures, absenteeism for reasons other than sickness must be approved by supervisory personnel and the employee must find his/her own qualified replacement. Supervisor personnel will verify the qualifications of the replacement before giving final approval.
- 3.3 In accordance with the Collective Agreement Schedule B.5 (b), if there is an absence greater than one calendar year for any reason the employee's seniority will be lost and employee will not be subject to recall.

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 2 day of NOVEMBER 2000.


On Behalf of the City of Regina


On Behalf of the Civic Employee's Union, Canadian
Union of Public Employees - Local #21