L21-LOU#0000-17

LETTER OF UNDERSTANDING

BETWEEN

THE CITY OF REGINA

AND

CIVIC EMPLOYEES UNION CUPE LOCAL 21

Re: Roadways Procedures for Inclement Weather (Rain Days)

The City of Regina and CUPE Local #21 agree that the following Terms and Conditions shall be applicable to the casual employees of The Roadways Construction and Maintenance Division of the Public Works Department.

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. An inclement weather day shall be defined as a day where casual employees of The Roadways Division are sent home due to inclement weather, for four (4) or more hours.
- 2. In the event of an inclement weather day the following shall apply:

A: First day

Casuals shall be sent home in order of seniority in their respective section within Roadways i.e.: Asphalt Construction, Asphalt Maintenance, Concrete Construction and Concrete Maintenance.

B: Second Consecutive Day

Casuals shall be sent home in order of their seniority within the following two (2) areas;

- Roadways Asphalt Construction and Maintenance
- Roadways Concrete Construction and Maintenance
- 3. <u>Notification:</u> When there is doubt if work will be available due to inclement weather, a casual employee must phone in no more than ³/₄ of an hour prior to start time to verify the availability of work.
 - Casual employees reporting to work without phoning shall not be entitled to any compensation, should work not be available.

- If a casual employee phones and no one is available to answer the phone prior to start time, the casual employee shall report to work and shall be paid a minimum of two (2) hours pay.
- 4. The terms and conditions of this Letter of Understanding shall be in force and effect from Victoria Day to October 15 of each year, unless otherwise agreed to by the parties.

At any time either party may serve the other with thirty (30) calendar days written notice to renegotiate or terminate the provisions of this Letter.

Signed this

_day of __

1999.

On behalf of the City of Regina

On behalf of the Civic Employees Union

Local 21