

city of   
**Regina**

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**FILE COPY**

Human Resources Department

June 28, 1993

Mr. Scott Gilmour  
Recording Secretary  
CUPE Local #21  
c/o Public Works

Dear Mr. Gilmour:

Re: Letter of Understanding - Job Sharing

Attached is a signed copy of the revised Job Sharing Letter of Understanding between CUPE Local #21 and the City of Regina.

It is understood by the parties that the previous letter of understanding in this regard will remain in force and effect for those employees in a job share arrangement previous to June 16, 1993.

Please contact me at 777-7102 if you have any questions.

Sincerely,



Mark Trowell  
A/Manager of Labour Relations and Compensation

MT/ch

**LETTER OF UNDERSTANDING**

**BETWEEN**

the City of Regina  
(hereinafter called "The Employer")

**AND**

the Canadian Union of Public Employees  
Civic Employee's Union - Local No. 21  
(hereinafter called "The Union")

**REGARDING**

**JOB SHARING**

**PREAMBLE:**

Any job sharing agreement as specified herein shall be mutually agreed upon between the Employer and the Union under this Letter of Understanding.

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 specifically noted.

**1. DEFINITIONS**

- 1.1 Job Sharing means two (2) employees are equally sharing the duties and responsibilities of one permanent full-time position and are coordinating their activities as if they were one.
- 1.2 Job Sharing Position means one-half (1/2) of a permanent full-time position which has been converted to job sharing.
- 1.3 Vacancy means a vacant job sharing position as defined in 1.2.
- 1.4 New Hire means an employee who was not a permanent employee immediately prior to their job share appointment.

**2. JOB SHARING PROCEDURE- Two Permanent Employees Enter Arrangement**

- 2.1 The Director of the Department, in consultation with the Human Resources Department, shall determine whether a job sharing arrangement is operationally feasible.
- 2.2 In the event only one employee makes application for the job sharing arrangement, the remaining position will be filled in accordance with the

collective bargaining agreement.

- 2.3 Both employees who engage in a job sharing arrangement will be regarded as permanent employees working on a pro-rated basis.
- 2.4 Where an acceptable job sharing arrangement is approved by the employer and the union, the Director of Human Resources shall provide each affected employee with a letter covering the terms and conditions of the job sharing arrangement, with a copy to the Union and the department.
- 2.5 In the event of a vacancy consideration shall be made in the following order:
  - (a) Both parties to this letter shall have the opportunity to review the job sharing arrangement's continuance;
  - (b) In the event the employer or the union determines the position will revert to full time status, the employee shall be granted up to thirty (30) days to prepare for the change to full time status;
  - (c) With the approval of the Director of the Department, the remaining job share employee shall have the opportunity to fill the vacancy and revert to full-time status;
  - (d) In the event it is determined that the job share arrangement will continue, the vacancy will be filled in accordance with the provisions of the collective bargaining agreement.

### **3. JOB SHARING PROCEDURE - Vacancy Filled by Non-Permanent Employee**

- 3.1 The Director of the Department, in consultation with the Human Resources Department, shall determine whether a job sharing arrangement is operationally feasible.
- 3.2 In the event only one employee makes application for the job sharing arrangement, the remaining position will be filled in accordance with the collective bargaining agreement.
- 3.3 The "new hire" and the previously permanent employee who engage in a job sharing arrangement will be regarded as permanent employees working on a pro-rated basis.
- 3.4 Where an acceptable job sharing arrangement is approved by the employer and the union, the Director of Human Resources shall provide each affected employee with a letter covering the terms and conditions of the job sharing arrangement, with a copy to the Union and the department.

- 3.5 In the event the "new hire" vacates the job sharing position, the procedure as outlined in 2.3 shall be followed.
- 3.6 In the event the "previously permanent employee" vacates the job sharing position, the position will be bulletined as a full time position in accordance with the collective bargaining agreement. For the purpose of the competition, the remaining job share employee will be considered a permanent employee with the service/seniority he/she has accumulated. If the remaining job share employee is not successful in the competition, the employee shall revert to his/her status previous to the job share arrangement:
- (a) If the employee was casual, the employee would revert to casual status and transfer the hours worked in the job share position to his/her casual seniority;
  - (b) If the employee was hired from outside the civic service, attempts would be made to recall the employee in accordance with Schedule B utilizing the hours worked in the job share position as casual seniority. Failing that, the employee would no longer be employed by the City.

If the remaining job share employee is successful, the employee may request to enter into a subsequent job sharing arrangement.

#### 4. EMPLOYEE STATUS/BENEFITS/WORKING CONDITIONS

##### 4.1 Employment Status

The permanent full-time employee who has received Department Head approval to share a position will retain permanent status and will have all rights and privileges normally available under the terms of the collective bargaining agreement.

##### 4.2 Seniority

Job sharing partners will maintain all previous accumulated seniority, and will continue to accumulate seniority in proportion to the hours worked. They shall be entitled to exercise bidding rights as permanent full-time employees, and to use seniority for all applicable purposes as outlined in the collective bargaining agreement. The employees' original employment start date will be maintained.

##### 4.3 Vacation Credits

Vacation credits shall be prorated and based on each partner's hours of service in relation to the full-time hours of the shared position.

4.4 Sick Leave Credits

Sick leave credits shall be prorated and based on each partner's hours of service in relation to the full-time hours of the shared position.

4.5 Statutory Holidays

Statutory holiday entitlement and pay shall be earned on a pro-rated basis in relation to full-time hours of the shared positions.

4.6 Maternity, Paternity or Adoption Leave

If one partner goes on maternity, paternity or adoption leave, the other partner has the option of filling the position full-time. If the partner does not want to work full-time, the other half of the position will be filled utilizing established hiring procedures.

4.7 Overtime

Overtime shall only be considered when the time worked exceeds the **full time** hours of work for the **full position**. Subject to management approval, employees sharing the position will determine how to share any overtime assigned to the position.

4.8 Merit Pay Increases

Assuming **individual** merit rating for the period under consideration is favourable, the permanent full-time employee sharing the position shall be eligible for increments upon the completion of the same number of hours applicable to a permanent full-time employee in the same classified position (2080 hours).

4.9 Group Life Insurance, Pension, Pension Disability

The employer shall pay a prorated share of the premiums for Group Life Insurance, Pension and Pension Disability based on each partner's hours of service in relation to the full-time hours of the shared position and the premiums normally paid by the Employer for a permanent full-time employee.

Notwithstanding the above, current employees who wish to maintain their full-time level of insurance and new employees who wish to buy up to a higher coverage level may do so at their own cost.

4.10 Workers' Compensation Supplement


Both employees sharing the position would be entitled to Workers'

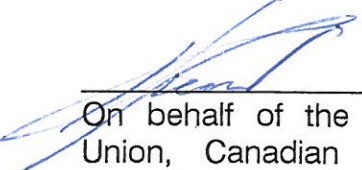
Compensation Supplement based on their job sharing earnings.

5. REVIEW PROCESS

- 5.1 A joint committee consisting of two representatives from the Employer and two (2) representatives selected by the Union, shall review the job sharing arrangement in the 6th month and after each subsequent 12 month period.
- 5.2 The review committee will assess the job sharing guidelines and work schedules in relation to operational requirements. Recommendations will become effective as soon as they can be implemented, subject to feasibility and majority approval by the joint committee members.
- 5.3 This letter of understanding shall become effective upon date of signing and run concurrent with the collective agreement between the City of Regina and C.U.P.E. Local #21.

IN WITNESS WHEREOF the Parties hereto have caused these presents to be executed this 16th day of June, 1993 at Regina, Saskatchewan.

  
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On behalf of the City of Regina

  
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On behalf of the Civic Employee's Union, Canadian Union of Public Employees - Local No. 21

*(Approved in principle June 1/93  
general membership - Subject to  
final approval July 6/93)*