

**LETTER OF UNDERSTANDING
BETWEEN
THE CITY OF REGINA
AND
CIVIC EMPLOYEES UNION CUPE LOCAL 21**

**RE: Scheduling of Hours of Work for Schedule b Provision 4d branches –
Recreation Services, Community Services, Community Planning & Development
Division**

The City of Regina and C.U.P.E. Local #21 agree that to facilitate the scheduling of hours of work for all Schedule b Recreation Services Casual Staff including, but not limited to: Facility Attendants, Facility Supervisors, Program Leaders, Program Technicians, Cashiers, Child Care Attendants and Program Coordinators in the Community Planning & Development Division, the following procedures 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.

1.0 Guidelines: Individuals must meet the standards and qualifications of any position that they are applying to work in.

2.0 Scheduling: Community Services will conduct the scheduling for all Casual Staff during the same time period. Shift selection will be based on seniority. In order to apply for shifts an employee must provide documentation that they possess the required qualifications and standards for each specific position. The Employee is required to provide proof of qualifications, which are new since the last Scheduling period or expire, prior to signing up for the SIF.

Scheduling Periods. There will be three different scheduling periods.

January 1 to April 30

May 1 to August 31

September 1 to December 31 and September 1 to April 30*

* The September 1st SIF date will have shifts that expire Dec 31 and a minority that expire April 30. These shifts will be set by Community Services.

Hours available during a scheduled period will vary and will be determined by the Community Services Department, dependent on facility/program needs.

Scheduling will occur as per seniority lists generated by the Human Resources Division as follows:

January 1 to April 30 will be scheduled on the basis of the seniority list generated as of the first pay period following November 15.

May 1 to August 31 will be scheduled on the basis of the seniority list generated as of the first pay period following March 15.

September 1 to December 31/Apr 30 will be scheduled as per the seniority list generated as of the first pay period following July 15.

3.0 Scheduling/Posting Process

3.1 Management Responsibilities

3.1.1 Supervisory personnel will set shifts available prior to each scheduling period. For each scheduling period these shifts will be attached to the Scheduling Information Forms (SIF) and will be posted electronically and manually and available at the following facilities: Albert Scott, Cathedral, Core Ritchie, Glencairn, Pasqua, South Leisure Centre, North West Leisure Centre, Fieldhouse, Neil Balkwill Centre and any other applicable facility at least four (4) weeks prior to the scheduling period starting date.

3.1.2 Using the submitted Scheduling Information Form, supervisory personnel will set scheduling appointments for staff and schedule staff according to qualifications, seniority, availability, program needs, facility/section requirements and service.

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

3.1.4 The work schedule will be posted a minimum of fourteen (14) days prior to the commencement of the scheduling period.

3.1.5 The Scheduling Information Form will be used to determine which position the employee is applying for, which other positions they are interested in and qualified for, and the availability for them to pick up other shifts.

3.1.6 The Availability and Sub lists will be based off of the SIF forms for each session.

3.2 Staff Responsibilities

3.2.1 Staff are responsible to apply for shifts by obtaining the Scheduling Information Form from one of the facilities or electronically for each scheduling period and ensure it is accurately completed and submitted within the required time lines. (as stated on the form) **Copies of current qualifications (for example: diploma, first aid certificate, CPR-Level C) must be attached to the SIF.** If required qualifications or verifications are not attached, staff will not be scheduled for the sessions.

3.2.2 Staff will be given a scheduling appointment time based on seniority and will be required to select shifts they are qualified for by: (a) appearing in person at the scheduled time, (b) consulting directly over the telephone, (c) consulting indirectly by sending a representative to the scheduling appointment, (d) be scheduled from the submitted Scheduling Information Form, or (e) electronic means as deemed appropriately agreed upon by the parties.

- 3.2.3 The work schedule will be posted at each facility a minimum of fourteen (14) days prior to the commencement of the scheduling period. Staff are responsible to check the schedule after posting. Scheduling errors must be brought to the attention of the supervisor no later than seven (7) days before the start of the scheduling period.
- 3.2.4 Employees must properly fill out the Scheduling Information Form and provide all documentation when it is submitted.
- 3.3 Staff may work at more than one facility provided that there will be no conflict of scheduled hours and no scheduled overtime.
- 3.4 Staff may sign up for the Availability & Sub List during their assigned time and will be considered for additional hours should hours become available. Staff that miss their scheduling appointment or do not submit a Scheduling Information Form do not have the ability to bump other staff out of shifts that were chosen on the scheduling appointment day.
- 3.5 Staff may not sign up for the Availability & Sub List if they are already scheduled for 38 hours or more per week.
- 3.6 Staff may not work more than eight (8) per day or forty (40) hours per week, without prior consent from supervisory personnel. When subbing or picking up dropped shifts, it is the responsibility of the casual employee to stay within the daily and weekly limits and avoid an overtime situation. Any overtime that is essential requires the supervisor's approval from the area that is creating the overtime hours.
- 3.7 Once the work schedule has been posted fourteen (14 days prior to the start of the scheduling period), employees may not forfeit/adjust their hours or any portion of their hours for any reason, subject to Clause 3 in the Letter of Understanding. If an employee requests to forfeit their shift after the posting of the work schedule they would resign from the City of Regina (seniority will be lost and they will not be subject to recall). Allowable forfeiture is subject to management and Union discussion.
- 3.8 Staff who have a regularly scheduled shift may request for time off as an unpaid absence or leave. The requested time off must be approved by the supervisor and the supervisor will decide up to 96 hours prior to the requested time off.
- 3.9 If additional hours become available due to forfeiture of other circumstances, and need to be filled within a 24 hour period, the most senior qualified employee who is trained and oriented and currently working at the facility (physically there) will have first opportunity to accept the whole shift of a

portion of the shift as facility needs allow. Seniority will be based on the seniority list generated for that session as per Article 1.0.

3.10 However, if hours become available due to an allowable forfeiture or other circumstances and the shift is more than 24 hours and less than 96 hours away, the hours will be filled according to qualifications and seniority. These available shifts will be communicated to all staff electronically (text or email) with an appropriate response deadline of 24 hours. At the response deadline the determination will be made as to who will be assigned to the shift. Seniority will be based on the seniority list generated for that session as per Article 1.0.

3.11 However, if hours become available due to an allowable forfeiture or other circumstances and the shift is more than 96 hours away, the hours will be filled according to qualifications and seniority. These available shifts will be communicated to all staff electronically (text or email) with an appropriate response deadline. No fewer than 96 hours prior to the start of the shift is when the determination will be made as to who will be assigned to the shift. Seniority will be based on the seniority list generated for that session as per Article 1.0. These available shifts will be communicated to all staff electronically (text or email) with an appropriate response deadline. Staff who are grandfathered into a non-electronic notification list will be communicated with via phone or in-person. This list will be compiled and reviewed by management annually.

3.12 Staff who are grandfathered into a nonelectronic notification list will be communicated with via phone or in-person for eligible shifts. This list will be compiled and reviewed by management each session.

4.0 Holidays and Illness

4.1 In the event of illness, in accordance with the Absentee Guidelines and Procedures, it is the employee's responsibility to contact supervisory personnel. As much advance notice as possible is appreciated to allow supervisory personnel sufficient time to find a replacement.

4.2 In accordance with the Absentee Guidelines and Procedures, supervisory personnel must approve absenteeism for reasons other than sickness and the employee must find his/her own qualified replacement. Supervisory personnel will verify the qualifications and seniority of the replacement before giving final approval. Requests for time off for reasons other than sickness may be denied for operational reasons.

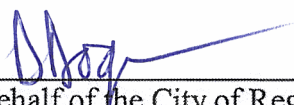
5.0 Staff moving within shifts: If an employee is scheduled to work in one position and is required to move to a lower paid position (ie from Facility Supervisor to Cashier) they will be paid at the higher wage for any hours at the different position. An employee must meet the qualifications of the assigned job. A non qualified employee who temporarily


subs (1 day or less) will be paid for the job but not be deemed qualified for future openings. Every effort should be made to avoid this situation.

6.0 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 day's written notice to terminate the provisions contained herein.

Signed this 31st day of Aug, 2012


On Behalf of the City of Regina


On Behalf of the Regina Outside City