

LETTER OF UNDERSTANDING

BETWEEN

THE CITY OF REGINA

AND

CIVIC EMPLOYEES UNION CUPE LOCAL 21

**Re: Peak Season – Casual Employees
Parks, Recreation & Cultural Services**

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 Divisions outlined in #3 below.

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, Clause 5 (a).
 - (b) Casual employees will be assigned to available classifications of work pursuant to sub-sections 5 and 6 below.
2. The term of the “peak season” shall be from the Monday April 1, 2019 to Friday, September 27, 2019, or as mutually agreed otherwise.
3. Divisions, as defined in Schedule B, during the “peak season”, shall be:
 - Tor Hill, Murray Golf Course
 - Lakeview, Goulet Golf Course, Leslie Lawn Bowling Greens
 - Regina Cemetery, Riverside Cemetery
 - Forestry
 - Horticulture
 - Pest Control
 - Landscape Trades
 - Parks Maintenance - District 1
 - Parks Maintenance - District 2
 - Parks Maintenance - District 3
 - Parks Maintenance - District 4
 - Irrigation
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 division (as listed in sub-section 3 hereof).
5. In determining the most senior qualified employee within the division in sub-section 3 hereof, the following conditions shall be observed:
 - (a) Ability to do the work
 - (b) Seniority

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6. Seniority shall be considered in the following order:

(a) Casual employee in the division as per Schedule B, Clause 4(d)

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 the Tuesday, May 21, 2019 to Friday, September 27, 2019, in the event of inclement weather, the top seventy (75) most senior employees who are active within the Divisions as outlined in #3 above, effective March 30, 2019, based on the December 31, 2018 seniority list, shall be retained and shall be paid for work performed. As deemed necessary by the Employer, these seventy (75) most senior employees may be given preference for the purposes of re-deployment across the division(s) as described in sub-section 3 above, subject to Schedule B, Clause 4(d).

9. 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 December 31, 2019 or until either party serves the other with thirty (30) calendar days' written notice to terminate the provisions contained herein.

Signed this 28 day of February, 2019.



On behalf of the City of Regina



On behalf of the Civic Employees Union
CUPE Local 21