

LETTER OF UNDERSTANDING

BETWEEN

THE CITY OF REGINA

AND

REGINA CIVIC MEMBERS' UNION, CUPE LOCAL 21

RE: Peak Season
Casual Employees Parks, Recreation & Cultural Services

The City of Regina and the Regina Civic Members' Union, CUPE Local 21 agree that the following clauses shall be specific to only Casual employees in the Divisions outlined in subsection three (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 (CBA) except as specified.

1. Notwithstanding the "Peak Season" as defined in subsection two (2) hereof:
 - a. Casual employees will be recalled in accordance with Schedule B, Clause B5.1.
 - b. Casual employees will be assigned to the available classification of work pursuant to subsections five (5) and six (6) below.
2. The term of the Peak Season shall be from Monday, April 3, 2023, to Friday, September 1, 2023, or as mutually agreed upon otherwise.
3. Divisions during the Peak Season shall be:
 - Tor Hill Golf Course and Murray Golf Course
 - Lakeview Golf Course and Goulet Golf Course
 - Regina Cemetery and Riverside Cemetery
 - Horticulture
 - Forestry
 - Integrated Pest Management
 - Forest/Pest Lab Services
 - Irrigation/Athletic Fields
 - District 1
 - District 2
 - District 3
 - District 4
4. Before an employee can be assigned to act in a higher paid classification during the Peak Season it must be established that they are the senior qualified bargaining unit employee within the division, as listed in subsection three (3) hereof.
5. In determining the most senior qualified employee within the Division in subsection three (3) hereof, the following conditions shall be observed:
 - a. Ability to do the work
 - b. Seniority

- 6. Seniority shall be considered in the following order:
 - a. During Peak Season, casual employees in the Division as listed in subsection three (3) above.
- 7. Subject to subsection eight (8) below, any work assignment or vacancy within an assigned classification during the Peak Season shall be made based on subsections three (3) through six (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 subsection eight (8)(a.) above persist for more than one (1) full shift, the employee for which work has become unavailable shall be assigned work pursuant to subsections three (3) and six (6) hereof.
 - c. Subject to clause d. below, without prejudice to whatever rights may be enjoyed under statute or common law, during the Peak Season period, in the event of inclement weather, the one hundred (100) most senior employees who are active within the Divisions as outlined in subsection three (3) above, based on the December 31, 2022 seniority list, and adjusted to take account of employees who have either resigned, achieved permanent status, or procured approved leave for the 2023 working season made effective by March 30th, 2023, shall be retained and shall be paid for work performed. As deemed necessary by the Employer, these one hundred (100) most senior employees may be given preference for the purposes of redeployment across the Division(s) as described in subsection three (3) above.
 - d. It is agreed that subsection eight (8)(c.) does not require the employer to have one hundred (100) employees recalled by the commencement of Peak Season and that recall will continue to occur, based on conditions identified in subsection one (1), as the individual Divisions identified above commence their normal routine.

9. Terms of Agreement

This Letter of Understanding becomes effective upon the date of signing by the parties and will remain in force and in effect until December 31, 2023, or until either party serves the other with thirty (30) calendar day's written notice to terminate the provisions contained herein.

Signed this 31 day of March, 2023.

Robert Robwoh
On Behalf of the City of Regina (Print)



On Behalf of the City of Regina (Signature)

Quinn Rollins
On Behalf of the Regina Civic Members' Union – CUPE
Local 21 (Print)



On Behalf of the Regina Civic Members' Union – CUPE
Local 21 (Signature)