LETTER OF UNDERSTANDING

BETWEEN:

THE CITY OF REGINA

AND

CUPE LOCAL 21

Re: Nine (9) Hour Shifts

CUPE Local 21 and the City of Regina agree that the following terms and conditions shall be applicable to CUPE Local 21 employees who work a nine (9) hour shift.

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. Hours of Work

Notwithstanding Article 16.1.1 of the Collective Agreement, employees under the 5/4 work week, shall work one (1) week of 44 hours, consisting of four (4) days of nine (9) hours and one day of eight (8) hours and one week of 36 hours, consisting of four (4) days of nine (9) hours for a total of 80hours in a biweekly period. Employees will also receive at least one-half (1/2) hour for the luncheon period under the following conditions:

- 1.1 Employees would receive an unpaid earned day off in a two week period;
- 1.2 The earned day off would be scheduled adjacent to the employee's day off and day of rest and predetermined on a yearly basis wherever possible; and
- 1.3 There shall be no banking of earned days off except under special circumstances and with the approval of the Director of the Department.

2. Overtime

Any hours worked beyond nine (9) hours in a day or beyond 80 hours in a biweekly pay period, will be paid at overtime rates in accordance with the Collective Agreement (i.e. double time for permanent employees and time and one half for casuals).

3. Statutory Holidays

3.1 Working on a Statutory Holiday

When an employee is required to work on a statutory holiday, they will be paid in addition to their regular wage for that day, holiday premium rates in accordance with

the Collective Agreement (i.e. double time for permanent employees and time and one half for casuals).

3.2 Statutory Holiday Falls on a Scheduled Day of Work – Day Not Worked

When a permanent employee is not required to work on a statutory holiday that occurs during a regular nine (9) hour day, they will be paid for nine (9) hours. If the statutory holiday falls on a scheduled eight (8) hour work day, then the employee will be paid eight (8) hours. Statutory Holiday hours will count towards employees' overtime calculations.

Casual employees will be paid in accordance with the *Saskatchewan Employment Act*. Statutory Holiday hours will count towards employees' overtime calculations.

3.3 Statutory Holiday Falls on a Non-Scheduled Work Day

When a statutory holiday occurs on a day which coincides with the weekly day off and/or day of rest of a permanent employee, it will be moved to the next scheduled day of work. Statutory Holiday hours will count towards employees' overtime calculations.

Casual employees will be paid in accordance with the Saskatchewan Employment Act on the statutory holiday itself. Statutory Holiday hours will count towards employees' overtime calculations.

4. Terms of Agreement

This Letter of Understanding becomes effective the date of signing and shall remain in force and effect until either party serves the other with thirty (30) days written notice to terminate the provisions contained within.

Signed this 23d day of <u>Mumber</u> 2017.

On Behalf of the City of Regina

On Behalf of the Regina Outside City Workers, CUPE Local 21