

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

Re: Parks, Recreation and Cultural Services Department - Scheduling of Hours of Work for Schedule "B" Casual Staff

The City of Regina and C.U.P.E. Local 21 agree that the following clauses shall be specific to only casual employees within Schedule "B" of the Collective Bargaining Agreement except for Traffic Counter, Program Coordinator, Art Preparator, and Casual Labourer.

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. **Session:** The period during which a defined set of shifts is active.
2. **Scheduling Periods:** Scheduling periods occur before the session and is the time period when scheduling is done, and a schedule is set. Wherever possible and based on the alignment of sessions, the employer will conduct the scheduling for similar positions during the same scheduling period. Shift selection will be based on seniority and qualifications. Shifts will vary and will be dependent on facility/program needs.
 - a. Details including length of the session, standards and qualifications to work each position and key dates will be outlined on the Scheduling Information Form (SIF).
 - b. Most shifts will be one (1) session in length; however, a small number of shifts will be two (2) sessions in length dependent on operational need.
3. **Qualifications, Orientation and Training:** An employee must meet the standards and qualifications, as defined in the job description, of any job that they are applying for.
 - a. Employees are required to ensure qualifications and/or certifications are kept current, and to attach proof of qualifications (i.e. First Aid, CPR Level C, Education, etc.) when submitting their SIF and to provide updated records during the session as required. Consideration will be given to staff who provide proof of upcoming certification prior to the start of the shift.
 - b. If the employee fails to attach proof of qualifications and/or certifications to the SIF, the employee will not be scheduled for shifts that require those qualifications and/or certifications. If certifications expire during a session, the employee will lose all shifts that require those certifications for the remainder of the session.
 - c. Orientation requires a thorough explanation of job duties and expectations which may be specific to the facility or program. To be awarded a shift, employees must be available to attend the facility or program orientation.
 - d. Staff must have been assigned to a shift during a scheduling period to be eligible for City-facilitated training.
4. **Scheduling Guidelines**
 - a. **Supervisory Personnel Responsibilities**
 - i. Determine available shifts and post all shifts for the session at least four (4) weeks prior to the start of the session. Shifts will be posted electronically, and hard copies available at the following facilities: North West Leisure Centre,

Sandra Schmirler Leisure Centre, Sportplex, Cathedral, Core Ritchie, Glencairn, South Leisure Centre and māmawêyatitân centre.

- ii. Set SIF scheduling appointments for employees based on seniority using the submitted SIFs. Employees will be scheduled shifts according to seniority, qualifications, availability, program needs, and facility requirements.
 - iii. Post the finalized shift schedule a minimum of ten (10) days prior to the commencement of the session.
 - iv. Due to program needs and facility/work unit requirements, schedules, shifts and positions may be subject to change after posting the schedule. Supervisory personnel shall notify the impacted employee(s) of such changes as soon they are known.
- b. Employee Responsibilities
- i. Obtain the SIF for each scheduling period and ensure it is accurately completed and submitted within the timelines.
 - ii. Employees will be given a scheduling appointment based on seniority and will be required to select shifts they believe they are qualified for by:
 - a) consult directly with supervisory personnel;
 - b) consult indirectly by sending a representative to the scheduling appointment; or
 - c) from a shift schedule submitted with the SIF.
 - iii. Employees that miss their scheduling appointment or do not submit a SIF, cannot bump employees out of shifts chosen during the scheduling period.
 - iv. Check the schedule after it is posted. Scheduling errors must be brought to the attention of the supervisor no later than seven (7) days before the start of the session.

5. Shift forfeiture, sick and unpaid leave

- a. Forfeiture/adjustment of a shift or portion of a shift after posting the schedule without prior agreement in writing from supervisory personnel constitutes resignation from the City of Regina. Allowable forfeiture is subject to management and Union discussions.
 - i. Upon prior discussions with their supervisor, employees may forfeit a shift to accept another shift if it is demonstrated there is an increase in wages or hours to the employee.
- b. With advance notice, employees may request for an unpaid leave or vacation; however, approval is at the discretion of the supervisor.
 - i. Employees who are requesting the time off are required to assist in ensuring a qualified replacement is found. Supervisory personnel will verify the qualifications and seniority of the replacement before giving final approval. "If a replacement is not found, the employee is obligated to work".
- c. In the event of illness, it is the employee's responsibility to contact supervisory personnel prior to start of the scheduled shift and ensure that the supervisor acknowledges the employee's absence.

6. Available/Additional Hours

- a. If additional hours become available for any reason, the following clauses will be applied, specifically:
 - i. Greater than 96 hours before the start of the shift, the available shift will be posted electronically for qualified staff to apply. The shift will be posted for a minimum of 48 hours and assigned electronically not less than 24 hours prior to the start of the shift to the most senior qualified employee who has applied.
 - ii. Equal to or less than 96 hours and greater than 60 hours before the start of the shift, the available shift will be posted electronically for qualified staff to apply.

The shift will be posted for a minimum of 24 hours and assigned electronically not less than 24 hours prior to the start of the shift to the most senior qualified employee who has applied.

- iii. Equal to or less than 60 hours and greater than 36 hours before the start of the shift, the available shift will be posted electronically for qualified staff to apply. The shift will be posted for a minimum of 12 hours and assigned electronically not less than 12 hours prior to the start of the shift to the most senior qualified employee who has applied.
- iv. Less than 36 hours before the start of the shift, the most senior qualified employee who is trained, oriented and currently working at the facility (physically there) will have the first opportunity to accept the whole shift or a portion of the shift as facility needs allow. This will not apply to Lifeguard/Instructor I/II or Lead Guard; for these positions the available shift will be posted electronically for qualified staff to apply, on a "first to apply, gets the shift" basis.

- b. If no employee, as per 6a.iv., is available, the available shift will be posted electronically for qualified staff to apply, on a "first to apply, gets the shift" basis.
- c. Dependent on operational need, consideration may be given to divide up; however, preference will be given to those that can take the entire original shift.

7. Overtime

- a. Employees may not work more than eight (8) hours per day or 40 hours per week, without prior approval from supervisory personnel.

8. Staff Moving Within Shifts

- a. If an employee is scheduled to work in one (1) position and is required to move to a lower paid position (i.e. Facility Supervisor to Cashier), they will be paid at the higher wage for any hours worked at the lower paid position.

This Letter of Understanding becomes effective date of signing and shall remain in force and in effect until either party serves the other party with thirty days written notice to terminate the provisions contained herein. This agreement will be reviewed within 18 months of signing to determine if any changes are required.

Upon signing, this Letter of Understanding will replace L21-LOU-0000-03 – Scheduling of Hours of Work for Lifeguard Instructors, and L21-LOU-2012-05 – Scheduling of Hours of Work for Schedule B Provision 4d branches.

Signed this 23rd day of December, 2020 at Regina, Saskatchewan

Kelly Pihach
On behalf of the People & Organizational Culture
(please print)



On behalf of the People & Organizational Culture

GIRD WILKINSON
On behalf of the Civic Employees Union CUPE
Local 21 (please print)



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Local 21