

The Corporation of the City of Kenora

By-Law Number 177 - 2010

A By-Law To Authorize the Execution of a Letter of Understanding Between the Corporation of the City of Kenora and the Canadian Union of Public Employees (CUPE) Local 191 Concerning Transfer Site Long Haul Driver

Whereas The Corporation of the City of Kenora deems it necessary to execute a Letter of Understanding with Local 191 of the Canadian Union of Public Employees;

Now Therefore, the Corporation of the City of Kenora hereby enacts as follows:-

1. **That** The Corporation of the City of Kenora hereby enters into a Letter of Understanding with Local 191 of the Canadian Union of Public Employees concerning a Transfer Site Long Haul Driver.
2. **That** the Mayor and Clerk be and are hereby authorized to execute the Letter of Understanding on behalf of the Corporation of the City of Kenora.
3. **THAT** this By-law shall take effect and come into force upon third and final reading thereof.

By-Law Read A First & Second Time This 22nd Day of September, 2010.

By-Law Read A Third & Final Time This 22nd Day of September, 2010.

The Corporation of the City of Kenora:-

.....Mayor
Leonard P. Compton

.....Deputy Clerk
Heather L. Kasprick

Letter of Understanding

Between

**The Corporation of the City of Kenora
(hereinafter called The Employer)**

And

**The Canadian Union of Public Employees
And Its Local 191
(hereinafter called the Union)**

Re: Transfer Site Recycling Long Haul Driver

Whereas the Union is the bargaining agent for the newly created job classification of Long Haul Driver, the parties hereby agree the following terms and conditions shall apply to their employment with the City:

1. The terms and conditions of the existing collective agreement between the parties shall apply except as varied by this agreement.
2. The rate of pay for the Long Haul Driver shall be the same as the Heavy Equipment Operator with the start rate of 22.99 with increments effective January 1, 2011 and January 1, 2012.
3. This position is a 40 hour work week comprised of either 5- 8 hour shifts or 4-10 hour shifts dependent on operational needs with a 48 hour notice period. It is understood that the 5 – 8 hour or 4-10 hour work week will be for one week periods.
4. Normal working days on the road the employee is responsible for their own lunch.
5. The Employer shall provide a \$500.00 truck float or City credit card for emergency off site repairs or lodgings. This float shall be kept in a permanent lock box in the truck.

6. The Driver will be responsible to provide receipts for the reimbursement of the float.
7. The Employer shall provide the Driver with a City owned Cell phone for emergency purposes.
8. It shall be the Drivers responsibility to charge and maintain the cell phone.
9. If there are no pick-ups or deliveries scheduled this position will be required to perform the duties of Transfer Site Operator or Garbage Truck Driver with no loss of pay.
10. If required due to maintenance issue or road conditions overnight accommodations are deemed necessary the employer shall compensate the Driver in accordance to the City of Kenora Travel policy dated HR-02-05. Both the Driver and the Union shall be given a copy of this policy by the Employer.

Signed this 22nd day of September, 2010.

On Behalf of the City:

On Behalf of the Union:

Leonard P. Compton, Mayor

Heather L. Kasprick, Deputy Clerk
