

**The Corporation of the City of Kenora**

**By-Law Number 124 - 2011**

**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 the Tourism Department**

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**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 the Tourism Department.
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 and Second Time this 21<sup>st</sup> day of November, 2011**

**By-Law Read a Third and Final Time this 21<sup>st</sup> day of November, 2011**

**The Corporation of the City of Kenora:**

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**David S. Canfield, Mayor**

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**Joanne L. McMillin, City Clerk**

LETTER OF UNDERSTANDING  
BETWEEN THE  
CORPORATION OF THE CITY OF KENORA  
AND THE  
CANADAIN UNION OF PUBLIC EMPLOYEES LOCAL 191

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The Union and the Corporation agree that the following terms and conditions shall apply for the Tourism Department.

1. The parties agree to incorporate the relevant terms of this Understanding into the current Collective Agreement.
2. The terms and conditions of the existing collective agreement between the parties shall apply except as agreed to by this letter of understanding.
3. Three new classifications have been identified for the Tourism Department:
  - Special Events Coordinator
  - Tourism Services Assistant
  - Tourism Summer Students
4. Job Descriptions have been developed and agreed to for the Special Events Coordinator and Tourism Services Assistant.
5. The normal working hours for the Special Events Coordinator shall be between the hours of 06:00 a.m. and 10:00 p.m. . The normal working hours for the Tourism Services Assistant will be during the normal operating hours of the Discovery Centre Building. It is recognized that the normal operating hours of the Discovery Centre Building may fluctuate on a seasonal basis.
6. Normal working hours for the students will be 8:00 a.m. – 10:00 p.m. seven (7) days a week
7. It is further understood that the two positions Special Events Coordinator and Tourism Services Assistant will provide relief and coverage for each position. There may be a need to adjust shifts with 48 hours notice to the employee to accommodate coverage. In accordance with the Collective Agreement the Tourism Services Assistant will receive the higher rate of pay when performing the duties of the higher rated position in the absence of that individual.
8. The Tourism Department is a seven (7) day operation. Employees shall receive two (2) consecutive days off each week, except students will

receive two consecutive days off within a two week period; the other two days may be a day at a time.

9. The normal working hours for each classification are as follows:
  - Forty (40) hours shall constitute a work week for the Special Events Coordinator
  - Thirty-five (35) hours shall constitute a work week for the Tourism Services Assistant
  - Thirty-five (35) hours shall constitute a work week for Tourism Students
  - All classifications will receive a unpaid lunch break each day
10. Shifts shall be a minimum of six (6) hours and a maximum of ten (10) hours. Overtime will be paid over the normal 80 hour two week pay period or the scheduled daily hours for that day. For example if an employee is scheduled to work 8 hours and they are required to work 10 hours they are paid overtime. If they are scheduled for ten hours and work ten hours they do not receive overtime. Schedules will be made in advance. Shifts will not be changed within a work week unless it is required to adjust for coverage or relief with the 48 hours notice.
11. A new wage schedule and classifications for the Tourism Department has been agreed to.
  - Special Event Coordinator will be paid \$25.47
  - Tourism Services Assistant will be paid \$23.62.
  - Tourism Student will be paid \$13.63
12. Stand-by pay will be paid in accordance with the Collective Agreement
13. Overtime work will be paid in accordance with the Collective Agreement.
14. Premium pay will be paid in accordance with the Collective Agreement.
15. Vacation entitlement for each classification will be as follows:
  - Special Events Coordinator - One day vacation entitlement will be equal to eight (8) hours pay. One week of vacation is equal to forty (40) hours pay.
  - Tourism Services Assistant - One day vacation entitlement will be equal to seven (7) hours pay. One week of vacation is equal to thirty-five (35) hours pay.
16. Sick credit entitlement for each classification will be as follows:  
For purposes of sick leave:
  - Special Events Coordinator monthly entitlement will be equal to twelve (12) hours.

- Tourism Services Assistant monthly entitlement will be equal to ten and a half hours (10.5).

As long as the employee works at least half the month. Example if a employee takes a ten hour shift off ten hours will be deducted from the bank. If the scheduled shift is seven hours they take seven hours from their bank.

17. For purposes of paid holidays, holidays will be paid in accordance with a seven day operation.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2011

FOR THE CORPORATION

FOR THE UNION

Mayor \_\_\_\_\_

\_\_\_\_\_

City Clerk \_\_\_\_\_

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