

MEMORANDUM OF SETTLEMENT

BETWEEN

THE CORPORATION OF THE CITY OF KENORA

("Employer")

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 191

("Union")

1. The parties agree to the terms of this Memorandum as constituting full and final settlement of all matters in dispute concerning the renewal of the parties' collective agreement for the bargaining unit.
2. The undersigned representatives of the parties hereby agree to unanimously recommend the following settlement of a renewal collective agreement to their respective principals for ratification.
3. The parties agree that the term of the collective agreement shall be from January 1, 2024 to December 31, 2025.
4. The parties agree that the said collective agreement shall include the terms of the previous collective agreement which expired on December 31, 2023 and amendments set forth on the attached Appendix "A" of this Memorandum of Settlement.
5. Except as provided otherwise, all changes to the collective agreement will become effective from the date of later ratification by either party.
6. For employees employed on the date of ratification, retroactive salary payments will be paid within three (3) full pay periods of the date of later ratification by either party. In the

case of former employees, retroactive salary payments will be paid, within five (5) full pay periods of the date of later ratification by either party.

7. The Union agrees that they shall seek ratification of this tentative agreement by no later than March 14, 2025. The Employer agrees that they shall seek ratification of this tentative agreement by no later than April 15, 2025.
8. The parties agree that there shall be no work stoppage (i.e. strike / lockout) pending ratification. Should the tentative agreement not be ratified, the parties agree to meet and discuss and in no event will any strike or lockout occur without providing seventy-two (72) hours notice.
9. The final form of the renewal collective agreement is subject to a housekeeping review including, for example, consecutive numbering of all Articles and numerical consistency in references to Articles throughout the collective agreement.
10. Any errors or omissions shall be mutually resolved by the parties acting reasonably with a desire to effect a final and binding collective agreement.

Dated at the City of Kenora this 8th day of March, 2025

For the Union

For the Employer

Vicky Gony

Roberta Mark

David R. R.

W. D. D.

Mike P.

K. D. D.

[Signature]

[Signature]

Patsen

-3-

OK

2/26/4

Agreed to Items #1
The Corporation of the City of Kenora and CUPE Local 191.01
October 18, 2024

1.05 Work of the Bargaining Unit

- (a) Persons whose regular jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except for purposes of instruction, emergency, or when regular employees are not readily available.
- (b) No present employee at the date of ratification (March, 2001) shall be laid off due to any contracting out.
- (c) **The Employer shall provide notice in accordance with 8.01(a) prior to the implementation of any new technology that could impact the job security, workload or job content of union members.**

3.01 New Employees

A representative of the Union shall be given an opportunity to meet with each new employee within regular working hours and without loss of pay for a maximum of thirty (30) minutes during the first ~~month~~ **week** of employment, for the purpose of discussing with the new employee the benefits and duties of Union membership, and their responsibilities and obligations to the Employer and the Union.

7.01 Seniority Lists

- (a) Upon the signing of this Agreement and annually thereafter, the Employer shall post on bulletin boards in all offices and furnish the Union with a seniority list for regular full-time and regular part-time employees. Where two (2) or more employees commenced work on the same day, the greater seniority shall be given to the employee with the earliest date of application for employment.
- (b) An up to date seniority list shall be sent to the Union and posted in January 1st of each year. **It will then be updated quarterly.** No objection may be taken by the Union or by any employee unless notice of objection is given to the Employer within one (1) calendar month after the posting of the seniority list in which the item first appeared.

Agreed to Items #1
The Corporation of the City of Kenora and CUPE Local 191.01
October 18, 2024

7.03 Probation and Newly Hired Employees

- (a) Each newly employed regular full-time **and part-time** employees shall be on probation until having completed six (6) calendar months of active ~~continuous~~ service with the Employer.
- ~~(b) — Each newly hired part-time or casual employee shall be on probation until having completed 1040 hours of active continuous service with the Employer.~~
- ~~(c)~~(b) During their probationary period, employees shall be entitled to all the rights and privileges of this Collective Agreement, except where specifically excluded. The employment of such employees may be terminated at any time during the probationary period without recourse to the grievance procedure, unless the Union claims discrimination, as noted in Article 1.08 of this Agreement, as the basis of termination.
- ~~(d)~~(c) After completion of the probationary period, seniority shall be effective from the original date of continuous employment.

16.02 Pallbearer Attendance for Funeral/Celebration of Life

The Employer shall grant one full day's leave without loss of salary, wages, seniority or benefits to attend a funeral/**celebration of life** ~~as a pallbearer~~.

19.01 Co-operation on Safety







The Employer shall observe all reasonable precautions and provide all safety devices, ~~or appliances~~ **or clothing as established by the Joint Health and Safety Committee**, that may be reasonably required for the protection of employees. All employees will utilize all such devices, **appliances, and clothing** and shall co-operate with the Employer in the prevention of accidents, and will, from time to time as the occasions require, make such representation to the Employer as to the prevention of accidents as may be considered necessary.

Agreed to Items #1
The Corporation of the City of Kenora and CUPE Local 191.01
October 18, 2024




Article 11 Paid Holidays

11.01 update to include The National Day for Truth and Reconciliation – September 30

For The Union:

For The Employer:

:RC/COPE491

Signature

Schedule "A"

Response to CUPE Proposals to Amend the Collective Agreement

Between

THE CORPORATION OF THE CITY OF KENORA

(The Employer)



AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 191

(The Union)

Errors and Omissions Excluded

NOVEMBER 25 and 26, 2024

HOUSEKEEPING ITEMS:

Organizational Structure: CBA updated to reflect the organization structure as approved by Council. Notice provided to the Union on March 24, 2022, re Strategic Alignment of Staffing Resources.

Department – Most commonly led by a single Director reporting to the CAO. The department refers to the broadest category of services delivered across the organization. Departments include:

- Office of the Chief Administrative Officer
- Corporate Support Services
- Economic Development and Tourism
- Engineering & Infrastructure Services
- Finance and Administrative Services
- Fire and Emergency Services
- Human Resource, Risk, and Insurance Services
- Planning and Building Services

Division – Under the direction of a General Manager, a division combines two or more branches requiring a level of interdependency to deliver a service. Divisions include:

- Engineering
- Public Works
- Recreation, Art, and Culture
- Utilities

Branch – A business unit responsible for delivering core services to the City of Kenora. Depending on the size and scope of the Branch, these service units are led by an individual at a supervisor/manager level. Branches include but are not limited to:

- Roads Maintenance
- Parks Maintenance
- Facilities Maintenance
- Recreation Services
- Aquatic Services
- Recreation Facilities Maintenance
- Solid Waste Management
- Wastewater Treatment
- Underground Services
- Fleet Services
- Customer Services
- Communications
- Provincial Offenses
- Bylaw Services
- Finance Services
- Tourism Services


ARTICLE 1 – RECOGNITION AND DEFINITIONS


1.02 Definitions

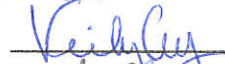
(k) Shift is defined as one scheduled workday based on the employee's regular hours of work.


(n) Seven-day Operation - means the continuous operation to deliver city services, that are carried out with consecutive shifts of employees seven days of the week without interruption. Shifts will consist of either five consecutive shifts of (8) hours or four consecutive shifts of ten (10) hours.

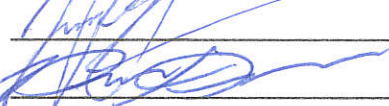
For the Union:











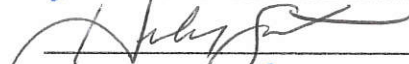



Date:

For The Employer:









Time:

12.05 Hours of Work Community & Development Services

Article 12.01 above does not apply to the positions listed in this article.

Due to the necessity of the Recreation Centre, it is to remain open during hours other than normal working hours of most Municipal Employees. The Recreation Centre is a 7- day operation.

Fitness Consultant

The regular hours of work for the Fitness Consultant are 8 hour tours of duty for full- time staff between 5:45 a.m. and 10:00 p.m. with a one-half hour unpaid lunch break.

Desk Attendant

The regular hours of work for the Desk Attendant is 8 hour tours of duty for the full- time Desk Attendant between 5:45 a.m. and 10:00 p.m. with a one-half hour unpaid lunch break.

Pool / Aquatic Staff

The regular hours of work for Pool / Aquatic Staff shall consist of 8 ~~or 7.5~~ hour tours of duty for full-time staff between 5:45 a.m. and 10:00 p.m. with a one-half hour unpaid lunch break.

Regular Part-time Life Guards

A regular part-time Life Guard is defined as an employee who has made a commitment to work on a pre-determined schedule of not more than 24 hours per week. Regular part-time Life Guards may work more than 24 hours per week on occasion to temporarily replace day to day leaves of absence or vacation. Regular part-time Life guards shall not replace on a long term or permanent basis. Regular part-time Life Guards may be required to work split shifts.

Maintenance Staff

The regular hours of work for Maintenance staff shall consist of 10 hour tours of duty for full-time staff between 5:00 a.m. and 12:30 a.m. with a one-half hour paid lunch break which requires them to remain in the building.

Two maintenance positions will be designated as full-time, 40 hour, split-shift Arena Maintenance workers. A split-shift position may be divided into no more than two time blocks in the same day.

Part-Time Maintenance Staff

A regular part-time maintenance staff is defined as an employee who has made a commitment to work on a pre-determined schedule of not more than 24 hours per week on occasion to temporarily replace day-to-day leaves of absence or vacation. Regular Part-Time Maintenance staff shall not replace on a long-term or permanent basis. Regular Part-Time Maintenance Staff may be required to work split shifts.

Janitor Custodian

The regular hours of work for the ~~Janitor~~ **Custodian** are 8 hour ~~tours of duty~~ **shifts** between the hours of 5:00 a.m. and 8:00 p.m. with a one-half hour unpaid lunch break.




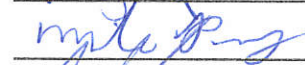
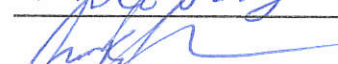
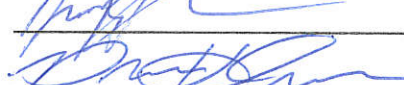
Part-Time Custodian

The hours of work for part-time ~~janitor~~ ^{Custodian} may be scheduled between the hours of 5:00 a.m. and 12:30 a.m. with a one-half hour unpaid paid lunch break.

Facility Maintenance Coordinator (Carpenter)


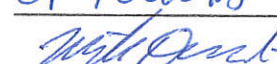
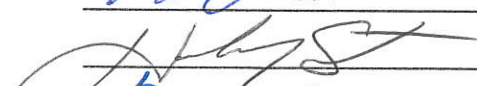

The regular hours of work for the **Facility Maintenance Coordinator** Carpenter are Monday to Friday, inclusive, between the hours of 8:00 a.m. and 4:30 p.m. with a one-half hour unpaid lunch break.

For the Union:

Date:

For The Employer:

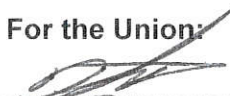




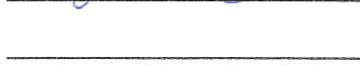





Time:





NEW**21.06 Reimbursement**

- (a) Upon submission of a valid, original receipt, the Employer shall reimburse an employee for the initial training cost incurred by an employee in order to obtain or maintain a trade licence certificate or membership in a professional organization, that is required by the Employer. If, due to two (2) failed attempts, the employee is required to repeat any training or certifications, any associated costs will be at the employee's expense.
- ~~(b) For clarity, this Article does not include any costs associated with obtaining or maintaining driver's licenses and/or medical examinations necessary for the renewal of an employee's driver's license.~~
- (b) For those classifications where it is required that an employee maintain a specialized license to perform the duties of their classification, the Employer agrees to reimburse employees for the cost of licensing and fees associated with:
- i. Commercial driver's licenses (DZ and AZ) and/or medical examination fees driver's, in excess of the Class G license.
 - ii. Ontario Boaters License.
- (c) For clarity, this Article does not include any costs associated with obtaining or renewal of a class G driver's license.


For the Union:

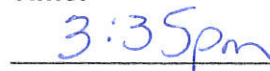
For The Employer:

Date:



Time:



19.01 Subsidy for Safety Footwear and/or Safety Clothing

- (a) Employees required by the Employer or the *Occupational Health and Safety Act*, to wear CSA safety footwear and/or safety clothing as part of their personal protective equipment, will be eligible for a subsidy of a maximum of ~~two-hundred-and-fifty dollars (\$250.00)~~, **three hundred dollars (\$300.00)** once per year, for the employee's work-related use.

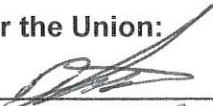





19.07 NEW Safety Clothing Committee

The Safety Committee or a sub-committee appointed by the Safety Committee must meet with the various work units to establish a list of safety clothing and PPE. The lists are to be brought back to the Safety Committee for review and final approval.

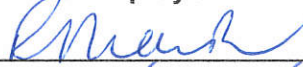
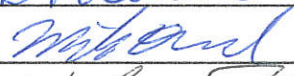


Safety clothing and PPE Lists must be reviewed every two years. Changes to Safety Clothing and PPE can be made through submission to the Committee for review and consideration.

Safety Clothing and PPE is to be provided by the Employer to all employees within the work unit as identified. Safety Clothing and PPE is to be replaced based on condition and/or recommended guidelines.

For the Union:


For The Employer:

Date:



Time:



ARTICLE 20 - GENERAL**20.01 Uniforms****(a) Uniforms – Recreation Maintenance Staff and Custodians**

The Employer will provide all new Recreation Maintenance staff with 3 shirts, ~~3 pants,~~ a ~~3 in one~~ **Fleece, a Freezer** jacket, and 2 coveralls, in lieu of the \$200.00 subsidy for the first year of employment.

Annually at a time identified by the Employer, Employees may submit a request for replacement clothing items, to their Supervisor.

The employer will provide a maximum subsidy of \$200.00 annually each year thereafter, for employees to select what items they wish to purchase for the year. The employee will submit their requests to the Supervisor **to purchase black work pants.**

If, for any reason an employee is absent from work longer than six months they would not be entitled to their subsidy for that year.

(b) Uniforms – By-law Officers – Includes Parking and Enforcement


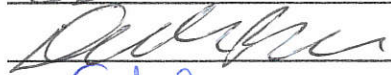



The Employer will provide all new By-law officers with 4 pants or 2 pants and 2 shorts, 1 rain suit, 4 shirts, 1 parka, 1 pair gloves, 1 light weight jacket, and handbag, in lieu of \$300.00 subsidy for the first year of employment.

~~The employer will provide a maximum subsidy of \$300.00~~ **Annually** each year thereafter, for employees to select what items they wish to purchase **replace** for the year. The employee will submit their requests to the Supervisor. If, for any reason an employee is absent from work longer than six months they would not be entitled to their subsidy for that year.

(c) Fitness Consultants

The employer will provide the fitness consultants an allowance for foot wear or fitness clothing for work that is the same as the Boot/Clothing Allowance.



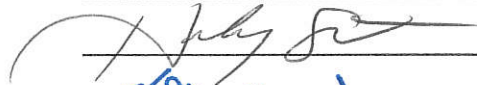

For the Union:

Date:



For The Employer:

Time:



Agreed to Items from March 7, 2025

Amend:

12.01 Hours of Work ~~Operations~~ Engineering and Infrastructure

Unless otherwise stipulated below, the regular hours of work for The ~~Engineering and Infrastructure~~ ~~Operations~~ Department shall consist of eight (8) hour ~~tours-of duty shifts~~ between the hours of 8:00 a.m. and 4:30 p.m., with a minimum one-half hour unpaid lunch break, Monday to Friday inclusive. For the purpose of the foregoing, the work week shall commence on the first shift immediately following an employee's regularly scheduled two (2) consecutive days off. When it is necessary to temporarily establish or temporarily reschedule shifts, forty- eight (48) hours' notice shall be given by the Corporation to the employees concerned. These shifts will consist of either five shifts of eight (8) hours or four shifts of ten (10) hours between the hours of 4:00 a.m. and 9:00 p.m.

The procedure for assignment to the scheduled shifts will be voluntary first. If no volunteers sign up, the junior qualified employee will be scheduled.

Facility Maintenance Coordinator

The regular hours of work for the Facility Maintenance Coordinator are Monday to Friday, inclusive, between the hours of 8:00 a.m. and 4:30 p.m. with a one-half hour unpaid lunch break.

[Remainder of 12.01 and 12.05 as in the current collective agreement]

[Editorial note: The amendments agreed to in Article 12.05 re Pool / Aquatic Staff, Custodian, Part-Time Custodian, and Facility Maintenance Coordinator (Carpenter) would still be updated]

22.01 Classifications and Wage Schedules

2024 – 3.50%

2025 – 3.00%

ARTICLE 23.01 – DURATION

This Agreement shall be binding and remain in effect from January 1st, ~~2020~~ **2024** to December 31st, 2023 **2025**, and shall continue from year to year thereafter unless either party gives to the other party notice in writing within the period of ninety (90) days prior to December 31st in any year that it desires its termination or amendment.

Letters of Understanding to sign/re-sign

- LOU - Joint Benefits Committee – **sign**
- RE: City Hall Part-Time Cashier – **re-sign**
- RE: Hours of Work City Office Staff – **re-sign**
- Hours of Work Transfer Site Attendant – **re-sign**